

## **EXHIBIT B – ALASKA SPECIFIC HEALTH, SAFETY, AND ENVIRONMENT REQUIREMENTS**

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## 1. DEFINITIONS

- 1.1     **'Company Policies' and 'Procedures'** means all current Health, Safety and Environmental ('HSE') rules and policies endorsed by Company, including, but not limited to, the Alaska Safety Handbook, the North Slope Environmental Field Handbook, the Alaska Waste Disposal and Refuse Guide, the Anchorage Office Safety Handbook, Worksite specific policies, the Life Saving Rules, and the Capital Projects Construction HSE Assurance Plan (CHAP). Company shall make copies of all Company Policies available to Contractor upon request.
- 1.2     Capitalized terms not otherwise defined in this Exhibit, or defined under Applicable Law or in Company Policies, shall have the meanings ascribed to them in the Agreement.

## 2. GENERAL PROVISIONS

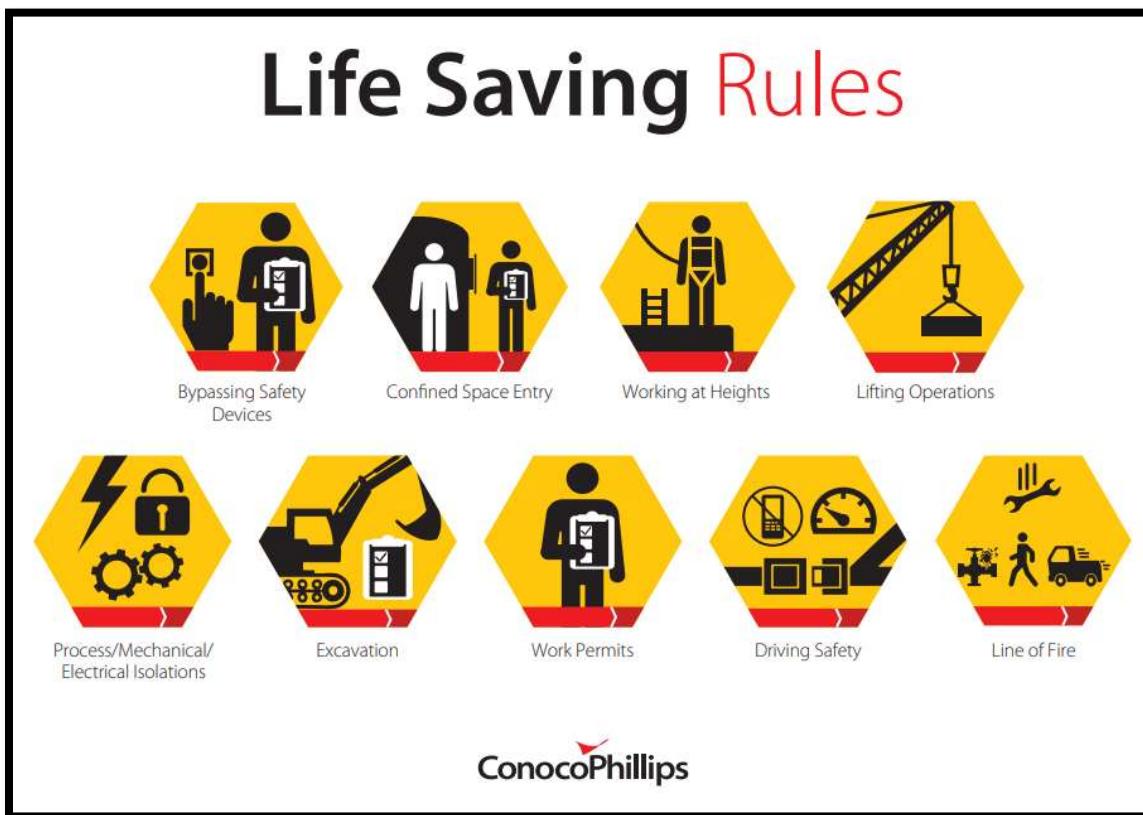
- 2.1     This Exhibit establishes the minimum Health, Safety and Environmental ('HSE') requirements that Contractor must observe when performing any Work at any Site in Alaska. For the avoidance of doubt, if a conflict exists between the HSE requirements contained in this Exhibit and HSE requirements in (i) the Agreement, (ii) Company Policies, or (iii) Applicable Law, the most stringent HSE requirements shall apply.
- 2.2     Contractor agrees and acknowledges that Work is never so urgent or important that it cannot take the time to do it safely.
- 2.3     Contractor agrees and acknowledges that every person at a Site has the authority to immediately stop any or all Work if the person believes that there are risks to the health or safety of personnel, or to the environment.
- 2.4     Contractor shall comply, and cause all members of the Contractor Group to comply, with all applicable Company Policies, including, but not limited to, Worksite specific policies, while performing Work in connection with the Agreement or any Call-Off Order.
- 2.5     Contractor shall comply, and cause all members of the Contractor Group to comply, with all Applicable Laws concerning industrial hygiene and occupational safety while performing Work in connection with the Agreement or any Call-Off Order.
- 2.6     Contractor shall take all necessary precautions to maintain the Site free from hazards likely to cause injury, illness, or death to persons or damage to property and/or the environment.
- 2.7     Contractor personnel shall conduct regular Site inspections, and, as needed, implement Site hazard correction procedures to ensure safe working conditions. Any Site hazard corrections must be communicated to the Company. Company reserves the right to suspend Work if, in Company's opinion, it is not safe for Work to continue. Such suspension shall remain in effect until Company deems that it is safe to resume Work.
- 2.8     Contractor shall not have any claim against Company for compensation for lost time or productivity due to a suspension of Work for safety reasons.
- 2.9     Contractor shall ensure that everyone performing Work in connection with the Agreement or any Call-Off Order has appropriate safety equipment for performance of their duties, including, but not limited to, personal protection equipment, fall protection, NIOSH-approved breathing apparatus, and applicable ANSI certified eye protection, hearing protection, hard hat, seasonal arctic weather gear, rain gear, flame-retardant clothing, and safety shoes.
- 2.10    Contractor shall hold daily brief informal meetings to ensure safe operations and shall also hold regularly scheduled safety meetings for personnel at least once a week. Attendance by

Contractor personnel is mandatory. Contractor shall keep records of its regularly scheduled safety meetings that state the date of the meeting, who attended the meeting, and the topic of the meeting. Contractor shall make its safety meeting records available to Company upon request.

- 2.11 Contractor personnel may attend safety meetings held by Company. Contractor personnel that attend Company safety meetings shall also attend Contractor's daily and regularly scheduled safety meetings.
- 2.12 Contractor shall have a written HSE policy endorsed by its senior management and widely disseminated and understood by its personnel, Subcontractors, agents and suppliers. Contractor shall comply with its written HSE policy.

### **3. LIFE SAVING RULES**

Contractor shall ensure that it and all members of the Contractor Group, including their respective officers, directors, personnel, and Invitees, comply with Company's Life Saving Rules (set out fully in Attachment 1):



### **4. SAFETY TRAINING**

- 4.1 Contractor shall provide all safety training applicable to performance of Work, including training required by Applicable Laws and Company Policies. Contractor shall document the identity of each trained person, the date of training, and the means used to verify that the trained person understood the training ('Training Records'). Contractor shall maintain current Training Records into ISNetworld, Alaska Safety Alliance, or other Company approved system or database for Company review.

- 4.2 Contractor shall ensure that its Invitees receive all safety training applicable to their Site visit, including training required by Applicable Laws and Company Policies. Contractor shall document the identity of each trained person, the date of training, and the means used to verify that the trained person understood the training.
- 4.3 Contractor shall ensure that all Contractor personnel responsible for operating motor vehicles on the North Slope road system receive training on the most current version of the North Slope Driver Orientation Package. Contractor shall ensure that all Contractor personnel comply with North Slope road rules.
- 4.4 Contractor shall ensure that all required certifications and training are current for equipment operation, including cranes, commercial vehicles, and other specialized equipment. Contractor shall ensure certifications for Contractor employees servicing halon and refrigerant containing equipment are at the appropriate level, current, and available for audit.
- 4.5 Contractor shall ensure all personnel that are 'Oil Handling Employees,' as defined in 'Company Oil Discharge Prevention and Contingency Plans,' maintain adequate training.
- 4.6 Company may at its discretion allow Contractor personnel to participate in safety trainings organized for Company personnel.
- 4.7 Contractor shall ensure that Contractor personnel are instructed in the known potential fire, explosion, or toxic release hazards related to the Work and any processes directly related or physically adjacent to the Work.

## 5. HYDROGEN SULFIDE HAZARDS

- 5.1 Contractor is cautioned that there are areas on the North Slope in which dangerous levels of Hydrogen Sulfide ('H2S') may exist in the reservoir, wells, production lines, and processing facilities. Where the Call-Off Order requires Work to be performed in known H2S-designated areas, Contractor shall be responsible for conducting, administering, and fulfilling the following H2S training and requirements:
  - 5.1.1 All Contractor personnel shall complete initial H2S safety training, consistent with the training specified in API RP-49 and 55. Upon request, Contractor shall provide evidence of a Company-approved H2S training and that the training is current.
  - 5.1.2 While performing all Work, Contractor shall follow the H2S standards set forth in the ASH and the Company H2S Safety and Health Policy.
  - 5.1.3 Contractor shall provide personal H2S monitors with an audible indicator all of its employees performing work in an H2S-designated area. All monitors shall be calibrated and maintained per manufacturer's recommendations and in accordance with Company's H2S policy. All monitors shall be set to alarm at 10-PPM H2S concentrations.
- 5.2 Contractor shall make itself aware, by inquiring of the Company Representative each time it mobilizes for or begins any work at a new Site, of any other Company Site-specific guidelines or contingency plans that may apply to the Worksite(s) and shall take such actions and precautions as may be required.

## **6. SAFETY DATA SHEETS**

- 6.1 Prior to purchasing any chemical for use at any Site, Contractor shall provide, in accordance with the Federal Hazard Communication Standard (29 CFR Part 1910.1200) and the State of Alaska Hazard Communication Code (8 AAC 61.1110), a Safety Data Sheet ('SDS') for such materials to the Company Representative or designee. Contractor shall properly package and label all such materials in accordance with United States Department of Transportation requirements set forth in 49 CFR Parts 171, 172, and 173, and with the Federal Hazard Communication Standard and State of Alaska Hazard Communication Code mentioned herein.
- 6.2 In accordance with the Company's Alaska Hazard Communication Policy, a New Chemical Evaluation ('NCE') request for review of the product by Industrial Hygiene and Environmental shall be submitted. Issuance of the NCE to Contractor or the Company Representative will constitute approval of the chemical or hazardous materials for purchase and use. Contractor will be notified in writing if a product is not approved for use or does not require a NCE.
- 6.3 Contractor is responsible for removal and disposal of all chemicals brought on to any Site, unless Contractor has obtained prior written approval from Company to proceed otherwise.
- 6.4 Contractor shall comply with all Company policies regarding the handling and disposal of hazardous and other wastes.
- 6.5 All hazardous and universal waste generated on a Company lease must be transferred to the field hazardous waste collection area. Contractor is responsible for disposal of all chemicals brought onto Company Worksites.

## **7. ENVIRONMENTAL PROGRAM**

- 7.1 Contractor shall implement and maintain in force an Environmental Program ('Program') appropriate for the Work location (i.e., North Slope, etc.). Upon request, the Program shall be promptly submitted to the Company's Environmental Coordinator and/ or Safety Specialist for review.
- 7.2 At a minimum, the Program shall include:
  - 7.2.1 A training plan which makes Contractor personnel aware of environmental and cultural awareness issues, including, but not limited to:
    - a. Compliance with Company's Wildlife Avoidance and Interaction Plan;
    - b. Solid and hazardous waste definitions, handling, and disposal requirements under federal, state, and local laws, waste minimization techniques, and Contractor's waste management plan;
    - c. Spill prevention and clean-up procedures and requirements, the definition of reportable substances and reportable quantities under Applicable Laws, and Company specific notification requirements;
    - d. Land ownership and related issues (such as NPR-A restrictions);
    - e. Protection of cultural resources; and
    - f. For North Slope Sites, North Slope Training Cooperative training.
  - 7.2.2 A waste management plan, which shall, at a minimum, include:
    - a. Waste minimization and disposal plans specific to the Work. The plans shall describe anticipated waste streams, volumes, generating processes, and proposed management strategies. The plans must be reviewed in cooperation

with the local Company Environmental Coordinator and/ or Safety Specialist for the Worksite prior to the commencement of any Work;

- b. Provisions for properly managing unused/ surplus materials from Work to prevent the generation of unnecessary waste;
- c. Provisions for ensuring Contractor personnel follow the requirements outlined in the applicable Company Predator and Waste Management Plan, including proper management of putrescible waste and food products;
- d. Measures to ensure Contractor wastes from other fields are not brought onto any Site; and
- e. Implementation plan for participating in and complying with the North Slope Waste Management Program including Alaska Waste Disposal and Refuse ('Red Book') training, to include a provision for training an adequate number of Contractor personnel to uphold compliance with the program.

7.2.3 If required by 40 CFR part 112 or other Applicable Laws, a stand-alone Spill Prevention, Control, and Countermeasure Plan that, at a minimum includes:

- a. Policies and procedures in support of applicable Company Spill Prevention, Control, and Countermeasure Plans;
- b. If Contractor is capable of storing more than 1,320 gallons of oil on a Site or Sites, its Company Spill Prevention, Control, and Countermeasure Plan must include an inventory of regulated containers and/ or equipment operated at each Site. In this sub-paragraph, 'regulated container' and 'regulated equipment' shall mean anything that (1) contains oil; (2) is not regulated by the United States Department of Transportation; (3) has a shell capacity of 55 gallons or more; or (4) is not permanently closed, as defined by 40 C.F.R. § 112.2.
- c. Contractor shall keep records documenting its compliance with its stand-alone Spill Prevention, Control, and Countermeasure Plan and shall make its compliance records available to Company upon request.

7.2.4 If applicable, a general spill prevention program, which shall, at a minimum, include:

- a. A spill prevention and spill response training program. Training shall include a discussion of requirements under federal, state, local, and Worksite-specific spill and release reporting laws and regulations;
- b. Provisions for compliance with all spill prevention and reporting requirements as detailed in applicable Company policies, which include, but are not limited to, the Spill Reporting Standard Operating Procedure, the North Slope Environmental Field Handbook, and the Bureau of Safety and Environmental Enforcement Oil Spill Response Plan;
- c. Provisions for compliance with Company's Tank Integrity Management Program, including procedures for bringing oil storage containers into the field and maintaining proper inspection frequencies; and
- d. Provide for maintaining all required records in a retrievable form for a minimum of five years.

## 7.3 General Environmental Requirements

7.3.1 **Off-Pad Travel.** Contractor shall take all necessary steps to comply with Applicable Law and Standard Operating Procedures protecting tundra from foot traffic and damage from materials, equipment or any other objects. Contractor shall not perform any operations off roads and pads without obtaining specific written authorization from Company. Where applicable, Company will obtain approval from appropriate Governmental Authorities as required by Applicable Laws. In the event of failure by

Contractor to obtain prior authorization, or failure to follow safe operating guidelines for minimizing potential tundra impact, Contractor shall be held responsible for any damage to tundra and/ or environment resulting from its operations, including the cost of repairs or restoration to the satisfaction of Company and/or Governmental Authorities and any Claims, fines, or penalties associated with such damage. Contractor shall ensure any personnel conducting operations on tundra participate in Company 'Tundra Travel Training' prior to commencing Work. Contractor agrees to immediately report any suspected tundra damage to Company Environmental Coordinator. Contractor shall, if requested by Company, conduct investigations of tundra damage incidents, in consultation with Company Environmental Coordinator.

7.3.2 **Water Usage.** If Contractor will perform Work that will require use of permitted water sources, Contractor must contact Company Environmental Coordinator in advance of Work and provide a plan of operations, including a list of planned sources. Contractor must adhere to the Company standard operating procedures for Permitted Water Withdrawal and Water Withdrawal Tracking.

Contractor shall provide all Contractor equipment operators involved in water source development and ice road construction the most current maps for the project prior to any field operations, and shall ensure that all Contractor operators clearly understand the required procedures.

7.3.3 **Potable Water Systems.** Contractor is responsible for ensuring any facilities with public water systems are properly registered and maintained in conformance with Alaska Department of Environmental Conservation ('ADEC') requirements, and that facilities meet any additional Company requirements (i.e. initial coliform testing) for use.

7.3.4 **Air Emissions.** As soon as possible after execution of the Agreement, Contractor is responsible for:

- a. Providing Company an inventory of all air emitting equipment Contractor will be using. Examples of air emitting equipment include but are not limited to: engines, heaters, boilers, incinerators, storage tanks, painting equipment, kilns, crushers, and sandblasting equipment.
- b. Supplying a list of all fuels to be consumed by Contractor equipment, as well as the fuel's sulfur content, and a list of all surface coating materials to be used (together with the material's SDS), and the types of abrasives to be employed if blasting.
- c. Providing Company a copy of any ADEC-issued air permits in effect for the equipment (applicable to sources that use the General Permits like asphalt plants, rock crushers, soil remediation units, etc.).
- d. Maintaining records of any maintenance activities performed that may affect air emissions from the above mentioned air emitting equipment.
- e. Ensuring that any fuel-burning equipment employed by Contractor will not routinely emit visible smoke.
- f. Providing Company advance notice and subject of any changes to the equipment, fuels, coating materials, or abrasives to be use, which will allow Company the opportunity to evaluate the change(s) for applicability of NSP-NESHAP compliance.

## 8. INCIDENT/ ILLNESS NOTIFICATIONS AND INVESTIGATIONS

- 8.1 **Adherence to Company Policies.** Contractor shall adhere to the Company incident notification and investigation policies.
- 8.2 **Reporting of Occupational Injuries/ Illnesses.** Immediately following an incident resulting in injuries to Contractor personnel or third parties, including all OSHA-recordable injuries and illnesses, Contractor shall provide a verbal report of the incident to Company Representative. Contractor shall also work with Company Representative to provide a written report into Intelex within twenty-four (24) hours.
- 8.3 **Reporting of Hazards.** Immediately following the discovery of any hazards presented by the Work, Contractor shall provide a verbal report regarding the hazard to Company Representative. Contractor shall also provide a written report regarding the hazard to Company Representative within twenty-four (24) hours.
- 8.4 **Incident Reporting.** In accordance with the Company's Incident Notification and Investigation Policy, Contractor shall promptly report to Company HSE Representative through Company's Incident Report Database in Intelexall work-related injuries, chemical spills, halon releases, tundra disturbances, known or suspected permit violations, and 'near-misses' or other potentially serious incidents. Company shall review and, if appropriate, approve Contractor's incident report.
- 8.5 **Incidents Involving Equipment.** Immediately following an incident involving Company, Contractor, or third-party equipment, Contractor shall provide a verbal report of the incident to Company Representative. Contractor shall also work with Company Representative to provide a written report in Intelex of the incident within twenty-four (24) hours.
- 8.6 **Incidents Involving Spills.** Immediately following an incident involving a spill of any volume, including oil, chemical, and produced water spills, Contractor shall notify Company Representative.