

**BU 7.1 - Appendix**  
**Low Risk Wind or Solar Farm Construction, Operations & Maintenance or OEM Service**  
**Contract Language**

**ARTICLE ( X ) HEALTH AND SAFETY REQUIREMENTS**

Definition: The term contractor(s) applies to any contractor; subcontractor of a contractor; supplier of goods or services; Original Equipment Manufacturer; or Service Provider who performs General Industry or Construction work, transportation, deliveries, installation, set-up, training, testing or commissioning activities on Owner's Property.

Note: **Submission of requested deliverables:** Requested documents herein are to be provided to the Owner's Representative as demonstration of compliance for the submittal of deliverable(s). Owner may comment on the documents; however Owner's comments shall not be construed as approval or rejection of the deliverable(s). Requested Documents shall be submitted to the owner's Representative a minimum of 30 business days prior to starting work on the project/ site.

**Section 1.1 Safety and Health Protection/ Injury and Illness Prevention Program**

Owner places safety at the highest priority and intends that the Project will be incident free under E.ON NA's "Zero Harm" and "Safety First" initiatives. Contractor(s) shall adopt a proactive and positive safety culture to achieve this objective and to cooperate with Owner in its application of Owner's HSSE policy. Contractor(s)/ Service Provider shall be expected, as a minimum, to undertake all Work in accordance with all relevant health and safety legislation, applicable consensus standards, and technical standards conforming to the requirements of the Occupational Safety and Health Act<sup>1</sup>, the Environmental Protection Agency<sup>1</sup>, the Americans with Disabilities Act<sup>1</sup>, and relevant regulations of the State<sup>3</sup> where the project or service is executed and good industry practice. Contractor(s)/ Service Provider(s) shall be responsible for all aspects of health and safety of all its personnel and those of its Subcontractor(s) during design, construction, commissioning, and handover of the Project/ Service Items. Contractor(s)/ Service Provider(s) shall meet or exceed all statutory safety, health, and environmental requirements. Industry safety best practices shall also be followed where identified and applicable. Consensus Standards, not incorporated by reference but enforceable under the OSH Act General Duty Clause<sup>1</sup>, shall be followed.

Contractor(s) shall produce and implement a safety and health protection/ injury and illness prevention program/ management system that references and re-enforces the specific regulations applicable to the work performed and the aspects of health and safety for the Project/ Site, conforming to the relevant regulations of the applicable State, best industry practices and the requirements of this Article. Such program shall be updated as needed to remain current during the duration of the contract.

Contractor(s) shall submit, prior to execution of the Agreement, a safety and health protection/ injury and illness prevention program/ management system to Owner's Representative. The safety and health protection/ injury and illness prevention program/ management system shall incorporate all of the requirements delineated herein and considered as Contractor's plan for management and oversight of the safety program of each Subcontractor working on the Project/ Site. Contractor(s) shall also submit each Subcontractor's detailed safety and health protection/ injury and illness prevention program/ management system at least four (4) weeks prior to each Subcontractor starting any construction/ Service activities on the Project Site.

**Section 1.2 General Requirements**

Contractor(s) shall meet or exceed all statutory safety, health, and environmental requirements. Industry safety best practices shall also be followed where identified and applicable. Consensus Standards, not incorporated by reference but enforceable under the OSH Act General Duty Clause, shall be followed.

Contractor(s) is notified that this Project/ Site is subject to frequent regulatory review by corporate, third party, and/or state and federal regulatory agencies and agents, and, therefore, an attendant risk of citations fines, and penalties for non-compliance exists. A comprehensive, third party audit of all safety and environmental programs and procedures, as well as compliance with the requirements of this Scope of Work, may occur at some point during the project.

Contractor(s) shall develop and implement a comprehensive safety and health protection/ injury and illness prevention program/ management system and Behavior Based safety observation program including training for all site managers, supervisors, superintendents, and site workers.

Contractor(s)/ Service Provider(s) shall develop and implement a comprehensive safety and training program for all site contractor and subcontractor workers to assure safety and competency in performing their respective tasks. Contractor(s) shall attend E.ON North America’s Project/ Site orientation and provide a project/ site safety orientation for all of Contractors Subcontractor’s to disclose hazards and site safety rules.

Contractor(s) is welcomed and encouraged to seek OSHA consultative services. Owner’s Representative shall be notified in advance of the time date and location of all state or federal OSHA consultative or compliance visits. Owner shall contact OSHA, if Owner and Contractor(s) agree to request OSHA consultation to resolve compliance-related disagreements.

Contractor(s) shall develop and implement a risk, hazard and PPE assessment process i.e., Job Safety/ Hazard Analysis (JSA/ JHA). The Job Safety/ Hazard Analysis process shall include management, foremen, supervisor, superintendent and site worker training. Employees scheduled or directed to work alone shall complete a Job Safety/ Hazard Analysis with their immediate supervisor.

If Contractor(s) has any non-English speaking employees, bi-lingual employees shall be identified by Contractor(s), either on their staff or on those of a Subcontractor, to assist with the training of such non-English speaking employees. All orientation, Tail Board, Tool Box, JHA, and All Hands training shall be conducted in the primary language of all employees.

**Section 1.3 E.ON NA’s Cardinal Rules shall be followed (Violation may result in immediate removal from site):**

<b>CARDINAL RULES</b>	
1.	Continuing to work with a known unsafe act/condition.
2.	Violation of Electrical Safety Program (arc flash zones, electrical tools, grounding & PPE).
3.	Failure to take one serviceable fire extinguisher and rescue device up-tower per crew.
4.	Violation of energy isolation (LOTO).
5.	Violation of 100% tie-off within 6’ of an unprotected edge and working at height >4’ General Ind. and >6’ Construction.
6.	Bypassing a safety device.
7.	Dropped Tools and Equipment (Failure to secure; not related to equipment failure, unless overloaded).
8.	Violation of a critical lift plan.
9.	Working under a suspended load or leaving a suspended load unattended.

Exception: Cardinal Rule three (3) applicable to fire extinguishers: Applies to Energized Wind Turbines, Hot Work or working with flammable or combustible substances while working up-tower.

#### **Section 1.4 Project/ Site Safety Organization**

Contractor's employees shall have access to an OSHA 30 hour Construction or General Industry, as applicable to Statement of Work, trained Site Safety Manager or Safety professional.

#### **Section 1.5 Personal Protection Equipment (PPE)**

All employees are required to wear the following minimum PPE whenever on the Project Site. Exception: When transitioning from the construction trailers/ O & M buildings to designated parking areas, PPE is not required. PPE shall be determined by the Risk and Hazard Assessment and Job Safety or Job Hazard Analysis and certified by the contractor(s) and subcontractor(s) Representative(s), as applicable:

- ANSI compliant eyeglasses with original, frame-specific side shields, or ANSI compliant eyeglasses or goggles as required by the type work.
- Type E or C hard hats, as applicable. Note that nothing may be worn between the head and suspension system except manufacturer-approved liners specifically designed for the hard hat; hard hats must be correctly rigged and worn forward, except for specially designed welding hard hats. For those workers working at height where they will need to rescue a victim from fall protection and where the risk of a swing angle exists, the worker shall be provided with a type II hard climbing helmet with 4 point chin strap.
- Class II or III traffic vest or shirt, closed in the front.
- ANSI compliant safety-toed, rigid soled boots.
- Employees shall have in their possession for use a pair of work gloves specific to the task and hearing protection.
- Applicable Fire Resistant/Retardant Clothing, PPE and equipment shall be provided and worn based on the incident energy and fault current of the area being worked on.

#### **Section 1.6 Audit**

Contractor shall conduct frequent and regular safety audits of the Project Site in line with the best practice and OSHA, NESC, NEC, NFPA, state guidelines, and all other referenced safety and environmental authorities for all applicable site programs. Contractor(s) shall be responsible for all required OSHA, EPA, Department of Labor, applicable State and other postings. A report on safety incidents and issues shall be included in the monthly Project Site report to Owner. Contractor(s) shall ensure that all Subcontractors on the Project Site perform their work in accordance with their safety and health protection/ injury and illness prevention program which shall be reviewed by Contractor(s).

#### **Section 1.7 Records**

In accordance with 29 CFR 1904, all safety, medical treatment, and training logs shall be kept on the Project Site and shall be made available to Owner's Project Site management, whenever requested. All injuries shall be logged and recorded in accordance with 29 CFR 1904 and OSHA Compliance Directive Number: CPL 02-00-135. The OSHA 300A shall be developed and posted at the Project Site, for the Project Site. Contractor(s) shall direct and ensure all Subcontractors to do likewise. All injuries reported to the Contractor(s) shall be reported to Owner site management and Owner's Project Manager immediately via phone or email, with an incident report within twenty four (24) hours.

All equipment inspection, repairs, and preventative maintenance records shall be made available to Owner's representatives upon request.

All documents, manuals, drawings, specifications that have an impact on Safety shall be maintained current via the use of a master document index with revision status to ensure the latest controlled version is in use and readily available to aid on safe work and isolation of hazardous energy.

### **Section 1.8 Incident Investigation and Root Cause Analysis**

All workers shall immediately report incidents to their supervisor/ foreman. All incidents shall be reported to the Owner's Representative via phone or email immediately upon notification of the incident. The preliminary incident report shall be provided to the Owner's Representative within twenty four (24) hours of the occurrence. All incidents involving medical treatment beyond first aid for any site employee or third party, lost time or restricted/ transfer of work, any damage to Owner's property, any environmental incident, and any near miss selected by the Owner shall also receive an investigation/ Root Cause Analysis (RCA). Completed investigations / RCAs shall be completed and provided to the Owner within five (5) working days. For incidents where the investigative process may take longer than five (5) working days, investigations and RCA's shall be submitted within thirty (30) days of the incident. If the investigative process cannot be completed within thirty (30) working days, then the Owner's Representative shall be advised and a mutual agreement between Contractor(s) and Owner shall be reached on the investigation/ RCA final completion date.

### **Section 1.9 HSSE Requirements Summary and Contractor Deliverables**

In summary, the following shall be complied with:

- Within 24 hours from the date of the incident and via email or phone call, notify site management of any HSSE incident, motor vehicle incident or property damage occurring on the site.
- Monthly HSSE reporting due by the 5th calendar day of each month to include:
  - Number of HSSE incidents (injury, illness, motor vehicle incident, spill, property damage, security event:
  - Near-misses
  - First- Aid
  - Fatalities
  - Days Way From Work (lost time) incidents
  - Restricted/ transfer work cases
  - Medical treatment cases
  - Environmental incidents
  - Total hours worked
  - Motor Vehicle Incidents
  - Total miles driven
  - Waste generated and leaving site by waste stream and quantity
  - Status of incident Investigations, root cause analysis and corrective actions

- Submittal of corrective actions with corrective action completion within thirty (30) working days from the date of the incident or corrective action plan for those actions that cannot be completed within 30 days from the date of the incident or investigation.
- Submittal of the documents listed below as needed and applicable to the Statement of Work 6 weeks prior to starting work. The listed documents shall be readily available at the site.
  - Emergency action plans
  - Risk assessments
  - Environmental impacts and aspects assessments
  - Job hazard/ safety assessments
  - Hazardous substance safety data sheets
  - Competent/ qualified persons lists
  - Evidence of employee certifications and training
  - Methods statements/ work procedures/ equipment specific LOTO procedures
  - Transportation plans
- Implementation of Behavior Based Observation and Hazard Identification Program.
- Maintain oversight and conduct HSSE induction/ orientation of the contractor's employees and subcontractors while on Owner's Site.
- Contractor shall follow and enforce E.ON NA Cardinal Rules.
- Owner reserves the right to audit, inspect and stop unsafe work at any time during the execution of the contract. Stop work will be executed per the stop work clause within the contract or agreement.
- Contractor shall immediately notify Owner of communications with outside parties regarding, incidents, HSSE performance, and Notice of Violations issued by regulatory agencies.
- 100% fall protection is required when working within 6' of up protected edge greater than 4' high.
- Except for emergency rescue, no climbing in wind turbines will be permitted when wind speeds exceed the manufacturers recommended maximum for occupation of the nacelle. Hub entries and access to the top of the nacelle will not be allowed when wind speeds exceed the recommendation of the manufacturer. The rotor will not be locked if wind speeds exceed the manufacturer's recommendation.

**Footnotes:**

<sup>1</sup>Reference country specific regulations and statutes equivalent to those specified within as noted by this footnote.

<sup>2</sup>Reference country specific consensus standards for certification and testing equivalent to those specified within by this footnote.

<sup>3</sup>Applicable to any country defined nation or territory considered as an organized political community under one government.



## ARTICLE 2 ENVIRONMENTAL

### Section 2.1 Appearance

All installations shall be unobtrusive and blend into the landscape using a color pre-approved by Owner. No prominent company logos or advertising shall be applied to the outside of any equipment without the prior written approval by Owner. Color treatment and any signage shall be deemed to be included in the Contract Price, and details shall be submitted to Owner for its approval not less than one (1) month prior to shipping to the Project.

### Section 2.2 Electromagnetic Interference

Contractor(s) shall ensure that the level of electromagnetic emissions/interference generated by the BOP shall be no more than the levels permitted by Good Utility Industry Practices.

### Section 2.3 Oil-Filled Equipment

Contractor shall ensure that all equipment used in the work items which contains oil shall be supplied with fail-safe oil containment systems, appropriately designed to contain at least one hundred ten (110%) percent of all the oil in the event of a spill or leak. The containment systems shall be drained via oil-water separators in such a way that all of the oil is retained and only water of the permitted purity is released to the land drains. Contractor shall provide details of its design for containment and drainage to Owner for review no later than one (1) month prior to commencing work on the Project/ Site. Contractor shall comply with Owner's Spill Prevention Countermeasures and Control Plan, if applicable.

### Section 2.4 Oil-Filled Mobile Equipment

As applicable, Contractor(s) shall have on the Project Site two (2) thirty (30) gallon premium spill kits or one (1) standard two hundred (200) gallon minimum spill kit. Contractor's mobile equipment containing more than thirty (30) gallons of lubricating or hydraulic oil shall be provided with spill kits. All Contractor(s) and Subcontractor service vehicles will also carry spill kits. Contractor(s) shall develop a plan for remediation of any hazardous substance spill.

### Section 2.5 Dust Suppression

Contractor(s) shall water roads within the limits of the Project Site, as necessary, for reasonable dust suppression or as specifically required by Landowner Lease Agreements and per Local, State and Federal Regulations. Chemical agents to assist in dust suppression shall be used only with Owner's specific written permission.

### Section 2.6 Archaeological and Environmentally Sensitive Sites

Contractor(s) shall fence-off and provide warning signage for all archeological and environmentally sensitive site areas designated by Owner. Contractor(s) shall provide reasonable training to ensure that the site is not disturbed.

### Section 2.7 Compliance-Related Requirements

- Maintaining documentation for Storm Water Permit Inspection Records: these shall be kept on site and available until Final Completion where by the Owner will resume responsibility for inspection and record keeping. Contractor shall comply with the Site Stormwater Pollution Prevention Plan, if applicable.

### Waste Management

- A waste generation log shall be maintained showing they type of waste being generated and its method of disposal. This will become a mass balance of waste entering and exiting the facility.

- Recycling program for all oily waste to include oily rags, pads, and filters: these items shall be segregated and shipped for treatment in accordance with all local, state, and federal environmental laws.
- Universal Waste Recycling Program: this program shall comply with all applicable laws and ensure the proper segregation and disposal of all waste. NOTE: the volume and approximate weight of ALL waste leaving the site shall be recorded and reported to Owner by waste tickets or verification of disposer invoicing on no less than a monthly basis.
- Wood Pallet and Wood Spool Recycling Program: wood components, cribbing, wire spools, pallets, etc., must be recycled properly and separately from universal waste, if applicable. Contractor is not responsible for their own waste.
- Scrap Metal Recycling Program: the quantity and type of all scrap metal recycled shall be reported to Owner by waste tickets or verification of disposer invoicing on no less than a monthly basis.
- Documentation of the proper disposal of oil contaminated dirt resulting from spill cleanup activities.

Air Permit issues associated with concrete batch, road dust, and road base/crushing: permits shall be kept at the Contractor's office and batch plant for Owner review.

## **Section 2.8 Flora and Fauna**

Contractor shall immediately report to Owner's site management any harm to endangered flora and fauna associated with the site. Owner will provide a reporting method and format. Invasive species shall not be brought onto owner or private landowners properties. Avian and Bat fatality reporting shall be processed per an agreed upon protocol.