



Contractor Safety Program Contract Requirements

Revision 4, effective 06/15/2020

1. Summary

PG&E, as the hiring company and asset owner, has a primary interest to protect PG&E employees, contractor personnel and the general public from personal injury. PG&E is committed to improving employee, contractor and public safety.

PG&E's Contractor Safety Program establishes the minimum requirements for contractor safety management and communicates PG&E's health and safety expectations for work performed on behalf of PG&E. While all Contractors are expected to perform their work safely, the Contractor Safety Program applies to Contractors performing work activities defined as Medium Risk Work or High Risk Work on behalf of PG&E, on either PG&E-owned, or customer-owned, sites and assets.

2. Definitions

Applicable Laws – all applicable federal, state, and local laws, rules, regulations, and permits.

Contract – The agreement between PG&E and the Contractor for the Scope of Work (SOW).

Contractor – Person or entity hired to complete a specific Scope of Work (SOW) or service.

High Risk Work – As defined in PG&E's Risk Matrix - Definitions and Examples (see section 3.6 for link).

ISNetworld (ISN) - PG&E's Safety Prequalification Contracted Administrator for Contractor Safety Pre-qualification.

Job Hazard Analysis (JHA) - A methodology used to focus on job tasks as a way to identify hazards and mitigate or reduce the risk exposures associated with the work to be performed.

Low Risk Work – As defined by PG&E's Risk Matrix - Definitions and Examples (see section 3.6 for link).

Medium Risk Work- As defined by PG&E's Risk Matrix - Definitions and Examples (see section 3.6 for link).

Personal Protective Equipment (PPE) – protective clothing, goggles, and other garments or equipment designed to protect the wearer from injury.

Pre-qualification – Evaluation of a contractor's historical safety performance and safety programs that meets PG&E's safety Pre-qualification criteria.

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Prime-Contractor – Company or entity contracted directly by PG&E to complete a specific Scope of Work (SOW) or service, or delivery of materials.

Safety Plan – Detailed, written plan created to eliminate and/or mitigate specific job site environmental, health and safety hazards associated with the SOW.

Scope of Work (SOW) – The section of the Contract containing a detailed description of the service, project or program work activities.

Serious Safety Incident/Serious Injury and Fatality (SIF-A) - An incident resulting in a Life-Threatening, Life-Altering or fatal injury to the public, PG&E employees, or contractors resulting from PG&E related work. As used in this section, a **Life-Altering Injury** is an acute injury that results in permanent and significant loss of a major body part or organ function that permanently changes or disables that person's normal life activity; and a **Life-Threatening Injury** is an acute injury that requires immediate life-preserving rescue action, and if not applied immediately would likely have resulted in the death of that person.

Serious Injury or Fatality - Potential (SIF-P) -- An event that reasonably and realistically could have resulted in a SIF-A.

Subcontractor – Subcontractors are contractors that have been retained by a Prime-Contractor, or by any Subcontractor at lower tiers, to provide services on behalf of PG&E.

Safety Prequalification Contracted Administrator – Independent contracted party that collects, verifies and reports contractor safety, quality and regulatory information. ISN is PG&E's Safety Prequalification Contracted Administrator for PG&E's Contractor Safety Program. This entity was previously referred to as the "Third-Party Administrator" or "TPA."

3. Pre-qualification Requirements

3.1 PG&E's Pre-qualification requirements are summarized in Attachment 1: Contractor Safety Pre-Qualification Criteria. Contractor shall subscribe to and maintain subscription with ISN as PG&E's "Safety Prequalification Contracted Administrator." Contractor shall provide PG&E and ISN with such information as PG&E deems necessary, in its sole discretion, to determine whether Contractor and its Subcontractors meet the Pre-qualification requirements. All information shall be provided in the manner and format requested by PG&E, in its sole discretion. Contractor and Subcontractors shall provide periodic information to ISN to maintain qualification status.



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- 3.2 Contractor shall not start any Work for which Pre-qualification is required without first obtaining written approval from PG&E that Contractor and has satisfied PG&E's Pre-qualification requirements.
- 3.3 Contractor shall not allow any Subcontractor to start any Work for which Pre-qualification is required without first obtaining written approval from PG&E that the Subcontractor has satisfied PG&E's Pre-qualification requirements.
- 3.4 All costs associated with compliance with PG&E's Pre-Qualification requirements shall be at Contractor's sole cost and expense, including but not limited to all fees charged by PG&E's Safety Prequalification Contracted Administrator, as well as administrative and other costs associated with additional conditions PG&E imposes on the Work.
- 3.5 If Contractor or any Subcontractor does not meet the Pre-qualification requirements identified in Attachment 1: Contractor Safety Pre-Qualification Criteria, PG&E may, at its sole discretion, authorize Contractor or Contractor's proposed Subcontractors to perform Medium Risk Work or High Risk Work under PG&E's variance approval process. As a condition of the approval, PG&E shall have the right to impose additional safety controls for the Work. Contractor shall comply, and cause all affected Subcontractors to comply, with all additional conditions PG&E imposes on the Work at no cost to PG&E.
- 3.6 PG&E's Risk Matrix that establishes the criteria for Low, Medium and High Risk work activities is available at PG&E's website: https://www.pge.com/en_US/for-our-business-partners/purchasing-program/suppliers/suppliers.page

4. Safety Requirements

- 4.1 Contractor recognizes and agrees that safety is of paramount importance in performing any Work for PG&E, regardless of whether the Work is Low Risk Work, Medium Risk Work, or High Risk Work. Contractor shall perform all Work safely, in compliance with PG&E's Contractor Safety Program, Contractor's safety program, and any additional safety standards, procedures, rules, or requirements set forth in the Contract.
- 4.2 Contractor shall cooperate with PG&E to determine applicable PG&E and regulatory requirements and appropriate control measures to eliminate or mitigate hazards specific to the SOW.



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- 4.3 Contractor shall perform all Work in a manner that complies with Applicable Laws, and safety best practices.
- 4.4 Contractor shall perform all Work in a manner that safeguards persons and property from injury and shall train all Contractor and Subcontractor personnel on all PG&E's Contractor Safety Program, Contractor's safety program, all job related hazards, and Applicable Laws. .
- 4.5 Contractor shall implement site safety controls at work sites to ensure that all persons- visitors, contractors, sub-contractors, PG&E employees and members of the public- are informed of hazards and controls required for the work location before the commencement of work.
- 4.6 Contractor shall require all Contractor and Subcontractor personnel performing Work on behalf of PG&E, on either PG&E or customer sites and assets to be fit for duty and comply with company drug and alcohol programs and, if applicable, the Department of Transportation.
- 4.7 The requirements are in addition to any other requirements or obligations set forth in the Contract documents and Applicable Laws.
- 4.8 Ensure that all of their Subcontractors meet PG&E Pre-qualification criteria and have achieved a Pre-qualification status through ISN prior to performing any PG&E work.
 - a) Submit Subcontractors for PG&E review on the Exhibit 1A form to PG&E. The Exhibit 1A shall contain the sub-tier's name, evaluated risk level, ISN identification (ID) and verification of meeting Pre-qualification requirements.
 - b) Provide subcontractors with PG&E's Contractor Safety Program requirements and ensure subcontractor compliance.
 - c) Regularly monitor the Pre-qualification status of all subcontractors. If a subcontractor becomes unqualified while performing work for PG&E, the contractor shall notify PG&E immediately for evaluation and decision for work commencement.
 - d) Report company performance safety statistics for PG&E related work using the ISN Site Tracker tool by the 15th day of every month, even if no work was performed for PG&E that month.
- 4.9 Contractors performing High-Risk Work shall have a safety plan approved by PG&E for work that fully addresses the SOW to be performed.



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- a) The work of all Subcontractors shall be included in the safety plan.
- b) Any deviation from the safety plan or hazard control methods shall be reviewed and approved by the responsible PG&E personnel or designee.
- c) All contractors are required to provide training to their personnel and Subcontractors on the approved safety plan.
- d) All contractor personnel shall have access to the safety plan for reference during work activities.
- e) A Safety Plan template that establishes the minimum requirements is available at PG&E's website, at the link: https://www.pge.com/en_US/for-our-business-partners/purchasing-program/suppliers/suppliers.page

Note: The Safety Plan template for "routine work" or "project work" must be used or one that meets or exceeds the established criteria.

4.10 Contractors shall use an effective JHA methodology to identify and communicate known or potential hazards to their personnel, Subcontractors or other potentially impacted workforces prior to beginning work. This analysis and the identified controls must be reflected in the Contractor's safety plans and JHAs specific to the SOW.

- a) Contractors performing Medium or High Risk Work shall conduct a daily tailboard with all involved personnel and complete a Job Hazard Analysis (JHA) to identify the task, hazards and controls for those activities prior to start of work.
- b) If conditions change during the course of the work, Contractor shall conduct another tailboard and revise the JHA as appropriate.
- c) A JHA template that establishes the minimum requirements is available at PG&E's website, at the link: https://www.pge.com/en_US/for-our-business-partners/purchasing-program/suppliers/suppliers.page

Note: Contractor may use either this JHA form or another form that meets or exceeds the established criteria.

4.11 Conduct and document weekly safety meetings on safety topics relevant to the work.

- a) Document detailing the subject discussed and signatures of all participants for each meeting and have available upon PG&E request.



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- 4.12 Contractor shall inspect all materials, tools, equipment, and facilities for safety prior to performing work.
- 4.13 Contractor and their Subcontractors are required to issue ISN ID cards (i.e., badges) and provide the Contractor Safety Program Orientation SAFE-0101 to workers before performing work for PG&E and document in ISN.
 - a) Workers must carry their ISN ID cards at all times while working for PG&E and display to PG&E upon request.
- 4.14 Ensure that their personnel (including those of Subcontractors) have completed all training required by law and any required PG&E specific required courses prior to conducting PG&E work.
 - a) All training materials must be made available to PG&E upon request within 48 hours.
- 4.15 Contractors are required to provide and ensure that workers use Personal Protective Equipment (PPE) as required by Cal/OSHA (California Code of Regulations [CCR], Title 8, Section 3380) regulatory requirements to perform their work activities safely and when defined in their safety plan, hazard analysis or when required to access a specific PG&E location.
- 4.16 Maintain effective oversight of work crews, including performing safety observations (document at a minimum of one a week for each project or crew) to ensure compliance with PG&E and regulatory safety requirements for their personnel and sub-tier workforces under their direct control. Contractor shall:
 - a) Appropriately identify, analyze and communicate known or potential hazards to their personnel and Subcontractors, other potentially impacted workforces, and the public (when present), prior to commencing work;
 - b) Ensure that contractors, at any tier, used for the work are provided appropriate levels of safety oversight. This includes when their sub-tier work is geographically remote from that of the Prime-Contractor;
 - c) Ensure all identified safety deficiencies are corrected and properly tracked to closure in a timely manner; and
 - d) Ensure all safety incidents, including Serious Safety Incidents and Serious Injury and Fatality (SIF) incidents are reported to PG&E immediately and SIF-P incidents are reported to PG&E within 5 business days.



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- 4.17 Before implementing any significant changes to the Work, Contractor shall re-perform the requirements set forth in Sections 4.10 to 4.15 above to ensure compliance with this Standard and implement any needed additional measures or modifications to existing measures.

5. PG&E Rights with Respect to Safety

5.1 Contractor agrees that, in addition to any other right under the Contract or at law or in equity, PG&E shall have the right to take any or all of the following actions:

- a) Review and approve all Contractor and Subcontractor work plans and work specific safety requirements;
- b) Designate safety precautions in addition to those in use or proposed by Contractor;
- c) Verify Contractor and Subcontractors have effectively planned for eliminating or controlling work hazards that may impact the safety or health of PG&E and Contractor personnel or the general public;
- d) Require Contractor to provide additional safeguards beyond what Contractor plans to utilize;
- e) Conduct and document field safety observations and inspections to verify Contractor compliance with the Contractor Safety Program, the Contract requirements, and Applicable Laws;
- f) Stop work to ensure compliance with safe work practices and Applicable Laws;
- g) Suspend, terminate, or place on probationary status Contractor in the event of a safety incident or failure to comply with these program requirements; and
- h) Evaluate Contractor and Subcontractor safety performance at periodically during performance of the Work and at conclusion of the Work.

5.2 The requirements set forth in this Section 5 are in addition to any other rights set forth in the Contract documents or Applicable Laws.

6. Safety Incident Investigations and Compliance with PG&E Cause Evaluation Standard

6.1 Contractor shall immediately inform PG&E of all safety incidents that occur during the PG&E related work by the Contractor or any Subcontractor.

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- 6.2 Contractor shall promptly, thoroughly, and transparently investigate all safety incidents that occur during Contractor’s PG&E related work in compliance with PG&E’s Enterprise Cause Standard, including all SIF-A and SIF-P incidents, which shall be investigated jointly with PG&E, taking into account the priority and needs of OSHA and other regulator investigations.
- 6.3 Contractor and/or Subcontractors shall participate and cooperate in providing reasonable assistance to PG&E with regard to any (a) incident analysis or investigations following a safety incident and (b) regulatory or agency investigations and inquiries.
- 6.4 Contractor shall supply PG&E with complete copies of all documents, photographs, witness statements, and other evidence related to the incident and all investigation materials promptly upon PG&E’s request.
- 6.5 For any safety incidents that are not investigated jointly with PG&E, Contractor shall provide PG&E a complete analysis of the incident with corrective actions in a report for PG&E’s review no later than 30 days of the date of incident.

7. Contract Language

- 7.1 Apparent conflicts or varying degrees of stringency between this Standard and the Contract shall not be deemed a conflict and the most stringent requirement shall control;
- 7.2 Also, to the extent the following language appears in a Contract, it is revised to remove the word “solely”:

IMPORTANCE OF SAFETY: Contractor recognizes and agrees that safety is of paramount importance in the performance of the Work and that Contractor is responsible for performing the Work in a safe manner.

Attachment 1: Contractor Safety Pre-Qualification Criteria

Table #1: Pre-Qualification Criteria		
Targets (Based on year to year performance)	Acceptable	Not Acceptable
Number of Fatalities within the last five (5) years	Zero (0) Fatalities within five (5) years	One (1) or more fatalities within the last five (5) years

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EMR most recent year certificate	Equal to or less than 1.10	Greater than 1.10
Confirmed (Closed) OSHA Citations within the last three (3) years	Zero (0) Serious/Willful/Repeat Citations	Greater than zero (0) Serious/Willful/Repeat Citations
TRIR within the last three (3) years	Equal to or less than the BLS industry average for that selected NAICS code	Greater than the BLS industry average for that selected NAICS code
DART Rate within the last three (3) years	Equal to or less than the BLS industry average for that selected NAICS code	Greater than the BLS industry average for that selected NAICS code

Additionally, contractors are required to submit the following for PG&E review:

- Written safety programs specific to the hazards associated with their Work Types (Scope of Work). Programs must meet all Federal and State OSHA requirements.
- Fit for Duty (Drug and Alcohol) Written Program
- Employee Disciplinary Written Program
- Five (5) year history of Serious Safety Incidents (Life Altering/Life Threatening) affecting the public

Acronyms and Definitions:

BLS – Bureau of Labor Statistics

DART – Days Away, Restricted, Transfer Duty

EMR – Experience Modifier Rate

NAICS – North American Industry Classification System

OSHA – Occupational Safety and Health Administration