

**Tri-State Montrose-Nucla-Cahone Transmission Line
Improvement Project**

Draft Plan of Development

Montrose, Ouray, San Miguel, and Dolores Counties, Colorado

Appendix O

Draft Health, Safety and Noise Plans

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The objective of these Draft Health, Safety and Noise Plans is to detail practices designed to address potential impacts from construction of the Tri-State Montrose-Nucla-Cahone Transmission Improvement Project (Project). Tri-State Generation and Transmission Association (Tri-State) has developed this plan as part of the Plan of Development (POD) that accompanies its application to the Bureau of Land Management (BLM) for a Right of Way (ROW) grant. If the ROW grant is approved, the final POD and all appendices will be attached to the Decision Record. This plan provides guidance to construction and field personnel on measures identified by Tri-State, BLM and US Forest Service (FS) to minimize effects during construction activities associated with the Project. It will be the responsibility of Tri-State and its project contractors, working with designated environmental inspectors, to comply with measures identified in this plan.

Draft Health and Safety Plan

The following text includes standard language included in Tri-State contracts regarding health and safety. These measures may be modified in the final POD to include measures specifically designed for the project.

1.0 Overview

For purposes of this Appendix, Tri-State Safety and Health Requirements (“Requirements”), Contractor shall mean the Construction Contractor (as such term is defined in the Contract) and Contractor Representative shall mean Contractor’s Representative (as such term is defined in the Contract).

Tri-State’s Construction Contractor has the sole responsibility for the health and safety of all contractor staff (Contractor Representatives) including the provision of required safety equipment and personal protective equipment (“PPE”). Tri-State is not obligated to provide Contractor or Contractor Representatives with any safety and health consultation services, advice, training or safety equipment. Tri-State has the right, but not the obligation, to inspect Contractor's compliance and/or enforce compliance with these Requirements.

NOTICE: This attachment is intended to be an overview of Tri-state’s safety and health requirements and is not intended to be a comprehensive or exhaustive list. This attachment is not intended to supersede or replace Contractor’s obligations under this contract to comply with (and ensure Contractor Representatives comply with) all applicable laws, all reasonable directions and orders given by representatives of Tri-State, and all other guidelines, rules and procedures of Tri-State that may be given to Contractor from time to time, including without limitation, safety and health standards, policies, and procedures resulting from a pre-job risk assessment, amendments by Tri-State, or amendments resulting from changes in applicable laws.

2.0 Safety & Health Requirements

2.1 Regulatory Compliance

The Contractor shall comply with all applicable federal, state and local occupational safety and health laws, regulations and standards. Contractor using its own judgment, experience, and knowledge shall identify such additional health and safety measures as may be required for their services to be performed safely.

2.2 Safety and Occupational Health Supervisor

Before on-site services begin, Contractor will assign a designated safety and health supervisor, qualified by experience and/or education, for all services taking place. This person will be dedicated to managing the implementation of the Contractor's safety and health program but may have additional project functions provided they do not interfere with the effective implementation of the program. Contractor shall provide Tri-State's Owners Authorized Technical Representative (OATR) with the name and contact information of the assigned supervisor(s) and/or any changes in the assignment.

2.3 Competent and Qualified Persons

Contractor shall also employ a "competent person" and/or "qualified person" capable of identifying unsafe hazards. Such person(s) shall have the authority to take prompt corrective measures to correct such hazards, and to carry out the responsibilities of a "competent" and/or "qualified" person as required by applicable Occupational Safety and Health Administration ("OSHA") standards. Contractor shall provide Tri-State's OATR with the name and contact information of the assigned person(s) and/or any changes in the assignment.

2.4 Project Safety Plan (PSP)

Contractor shall develop a project safety plan ("PSP") that describes how the Contractor will safely provide Contractor's Services. Content of the plan shall address regulatory compliance and any additional health and safety measures as may be required for the Contractor's Services to be performed safely. A copy of the Contractor's PSP shall be provided to the Tri-State OATR prior to the start of on-site work.

2.4.1 Job Safety and PPE Analysis

Before on-site Services begin, a written job safety analysis will be completed by Contractor to identify occupational safety and health hazards associated with the Services to be provided. The analysis will be included in the PSP. For each identified hazard, hazard controls must be specified and implemented. A hazard analysis defining the required personal protective equipment for the services will also be completed in accordance with OSHA standard, 29 C.F.R. §1910.132(d) and other applicable federal, state and local occupational safety and health laws, regulations and standards.

2.4.2 Emergency Action Plan (EAP)

Contractor shall develop a written emergency action plan ("EAP") in accordance with OSHA standard 29 C.F.R. §1910.38 and other applicable federal, state and local occupational safety and health laws, regulations and standards. Contractor shall include the EAP in Contractor's PSP. Contractor shall train all Contractor Representatives on the provisions of the EAP.

2.5 Monthly Safety and Health Reports

Within five (5) working days of the end of each calendar month, or after all Services are performed, Contractor will provide Tri-State's OATR with a written report containing the following information:

- Number of first aid injuries
- Number of OSHA recordable injuries
- Number of OSHA recordable illnesses
- Number of lost work day cases and lost days
- Number of restricted work day cases and number of restricted days
- Monthly person-hours
- Copies of all incident investigations (regardless of previous transmittal or notification)

- Copies of all completed safety inspections
- Status on all corrective actions required as a result of completed incident investigations or safety inspections
- Copies of all safety meeting minutes and sign-in sheets
- Copies of monitoring and sampling results for personnel and work areas

This information will be provided for Contractor and all subcontractors to Contractor. A sample report is either provided in Figure O-1, Contractor Monthly Safety Report, to this Appendix or available upon request from the OATR or contract administrator.

2.6 Safety Meetings

At a minimum, Contractor shall conduct daily “tail gate” safety meetings with each work crew to review workplace safety and proper work practices.

2.7 Accident Reporting and Emergency Care

Contractor will report to Tri-State any of the following incidents and complete an incident investigation and corrective action report: all OSHA recordable injuries and illnesses; all property damage; all fires; and near misses which could have resulted in personal or property damage.

In the event of a medical emergency or injury requiring offsite treatment, oral notification must be made to Tri-State’s OATR within twenty (20) minutes after attending to the affected employee. All other incidents require oral notification within one (1) working day. Written incident reports are due to Tri-State’s OATR within one (1) working day of the incident. Completed investigations with corrective actions are due within seventy (72) hours. Corrective actions must be tracked to completion.

2.8 Safety and Health Program Enforcement; Work Stoppage

Contractor is expected to implement and enforce its safety and health program and these Requirements during the term of the Contract in a proactive manner without direction from Tri-State.

If safety or health deficiencies are observed by Tri-State during the performance of the Services, Tri-State may, in its sole discretion, issue a written “safety deficiency notice” or oral notice to Contractor for items such as, but not limited to, unsafe conditions, unsafe acts, or non-compliance with OSHA regulations. Contractor shall address and correct the conditions identified in the oral or written notice in a timely fashion and notify Tri-State in writing when it has been corrected. Tri-State's issuance of a “safety deficiency notice” or an oral notice does not relieve Contractor of any obligations, responsibilities, or liability under the Contract, these Requirements or applicable laws.

Tri-State has the authority to direct Contractor to stop work and/or to remove personnel, from Tri-State’s premises. This direction may be given orally and/or in writing to any Contractor Representatives by Tri-State.

Examples of reasons Tri-State may direct Contractor to stop work and/or remove personnel from Tri-State’s premises include, but are not limited, to the following: imminent or serious hazards, unsafe behaviors or conduct, serious accidents or near misses, issuance of serious, repetitive, or high numbers of oral notices or safety deficiency notices to Contractor, failure of Contractor to correct safety and health hazards, inspection or surveillance findings, or other subjects of deficiency notices, unprofessional conduct, possession of firearms, weapons, alcohol, illegal substances, or drug paraphernalia, or working under the influence of alcohol or illegal substances.

Tri-State will not compensate Contractor for costs and expenses associated with safety and health related work stoppages or personnel removal. In addition, Contractor may be liable to Tri-State for any costs and expenses incurred by Tri-State associated with any safety and health related work stoppages. Contractor will not be allowed to add time to schedules, miss milestones, or avoid liquidated damages agreed to in this Contract due to safety or health related work stoppages or personnel removals.

All Contractor Representatives shall have the authority to refuse work if they determine that their work conditions are unsafe. A Contractor Representative's supervisor shall be notified and the condition documented and corrected if necessary. The documentation will be provided to Tri-State's OATR within one (1) working day after the occurrence.

2.9 Inspection and Oversight

2.9.1 Contractor Inspections

Contractor shall make daily informal safety and health inspections to identify and correct hazards and review work practices. Documented weekly inspections will also be completed and must be kept onsite and available for review by Tri-State. The weekly inspections shall encompass Contractor's entire worksite. Deficiencies found during the weekly inspection will be tracked by Contractor until corrected.

2.9.2 Tri-State Safety and Health Inspections

Tri-State may conduct safety and health inspections of the Contractor's work, as it determines appropriate. These inspections may or may not be announced. Deficiencies found during the inspection may be provided to Contractor for correction in an Occupational Safety/Health Notice or oral notice. All deficiencies will be tracked by Contractor until corrected. Contractor shall notify Tri-State in writing when all deficiencies are corrected. Such inspections do not relieve Contractor of any obligations, responsibilities, or liability under the Contract, these Requirements or applicable laws and regulations

2.9.3 Regulatory Agencies

Contractor shall immediately notify Tri-State of any and all government inspectors or compliance officers actually or expected to be on-site. Tri-State may elect, at its discretion, to participate in all inspections and reviews conducted on Tri-State's premises and any subsequent related activities. Contractor shall also notify Tri-State of any written complaints, notices of violations, citations, etc. Copies of such materials shall be provided to Tri-State upon request.

2.10 Training and Orientation

2.10.1 Contractor Training

Before the on-site services begin, Contractor will provide occupational safety and health training in accordance with applicable federal, state and local occupational safety and health laws, regulations and standards including the OSHA standards and these Requirements. Contents of the PSP, the job safety analysis and the EAP will also be covered. This training will be documented and available for review onsite by Tri-State.

2.10.2 Tri-State Provided Orientation

Tri-State will provide Contractor with an orientation that discusses location-specific requirements necessary to perform work at Tri-State's facility. Attendance and adherence to this orientation by Contractor is mandatory. Tri-State is not obligated to provide safety and health training, advice, consultation or safety equipment to Contractor.

2.10.3 Visitor Orientation

Contractor shall notify Tri-State of all visitors, including agency representatives, and provide all visitors with a visitor orientation that includes, at a minimum, Contractor's Emergency Action Plan and PPE

requirements. Visitors shall be escorted at all times by a Contractor's employee and shall comply with Tri-State's security requirements set forth in the Contract.

2.11 Representative Conduct

- Contractor's Representatives must conduct themselves in a professional and orderly manner at all times while on Tri-State's premises.
- Special areas of Tri-State's facilities have been designated "No Smoking" areas. Fighting, scuffling, horseplay, and practical joking are dangerous and strictly forbidden. Contractor's Representatives involved with these activities may be removed from Tri-State's premises and/or removed from performance of Services under this Contract.
- No Contractor's Representatives shall remove, displace, damage, destroy or carry off any safety device, notice or warning sign.
- No Contractor's Representatives will be permitted to work if, in the judgment of Tri-State, the Contractor's Representative is unable to carry on the work safely.
- Clothing suitable to work must be worn at all times. Shorts, sleeveless shirts and open footwear are not permitted. Additionally, if specific clothing or protective gear is required by the Contractor's PPE hazard analysis, it must be worn.
- All personnel must follow posted speed limits and traffic postings at all times.
- All vehicle operators and passengers must use seat belts any time the vehicle is in motion. Seat belts shall be worn at all times during the operation of heavy equipment except as provided in by applicable law.
- All vehicles must be registered and insured.
- All drivers must have a valid driver's license.
- Personal and Contractor vehicles shall be parked only in designated areas.

2.12 Permit-Required Confined Spaces

Contractor shall comply with OSHA standard 29 C.F.R. §1910.146 and other applicable federal, state and local occupational safety and health laws, regulations and standards for all confined space work and entries on site.

2.13 Control of hazardous energy (Lockout/Tagout)

Contractor shall comply with OSHA standard 29 C.F.R. §1910.147 and other applicable federal, state and local occupational safety and health laws, regulations and standards for the safe control of all hazardous energy on site.

2.14 Hot work

All hot work permits will be approved by Tri-State before welding or other hot work begins.

2.15 Hazard Communication

Contractor shall comply with OSHA's Hazard Communication Standard. Before the Services begins, Contractor shall provide Tri-State with a copy of its Hazard Communication Program, a copy of all Material Data Safety Sheets (MSDS) for all hazardous chemicals Contractor brings on to the job site, information regarding any precautionary measures which need to be taken during normal operating conditions and foreseeable emergencies and information regarding the labeling system used on the job site.

2.16 Other Safety and Health Requirements

Other job-specific occupational safety and health requirements may be addressed in the technical specifications or scope of work of this Contract.

Figure O-1: Contractor Monthly Safety Report**Contractor Report****Contractor Monthly Safety Report****COMPANY:**

Project Name:		Total Number of Employees Onsite:	
Percent Complete:		Monthly Man-hours:	
Month/Year:		Subcontractor Monthly Man-hours:	
Contact Name:		Total Monthly Man-hours:	
		Total Project to Date Man-hours:	
Current Construction Activity/Problem Areas			
Current Month Activity			
Number of First Aid Cases:			
Description:			
Number of Medical Treatment Non-Lost Time Cases:		# of Recordable Cases:	
Description and Date of Incident(s):			
Number of Lost-Time Cases:		Number of Lost Days:	
Description and Date of Incident(s):			
Number of Near-Miss Cases:			
Description:			
Number of Equipment/Property Damage Cases:			
Description:			
Written Safety and Health Deficiency Notices:			
Number of Notices Received This Month	Project-to-Date	Description of Notice	

Additional Comments:

Draft Noise Plan

In order to reduce construction noise and minimize disturbance to nearby residents, Tri-State will require construction contractors to use approved mufflers and spark arresters on all internal combustion engines. Construction activities on private land will be limited to the hours of 7:00 a.m. to 8:00 p.m., Monday through Friday. In addition, no work will occur on state and federal holidays.

In the event blasting is required, the following measures will be implemented to minimize potential noise impacts from blasting activities:

- Blasting will be conducted between sunrise and sunset.
- Contractor will provide the Tri-State Inspector anticipated blasting plans one week prior to the proposed date. The Inspector will immediately notify the Tri-State Land Department, which will notify the affected adjacent property occupants a minimum of 24 hours prior to any blasting.