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Sponsoring Organizations

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## 1.0 DEFINITIONS

- 1.1 Assessment** – A physical walk down of the work-site(s) using checklists or other methods to record compliance of the Work with environmental laws, policies, and Best Management Practices.
- 1.2 Contractor Reimbursement** – The term “Owner will pay for” or “Owner will reimburse Contractor the cost of” will be in accordance with the “Extra Work” or “Cost-Plus Work” provisions of any resulting contract.
- 1.3 Competent Person** – Contractor-designated Competent Person(s) is one who:
- 1.3.1** Is capable of identifying existing and predictable environmental risks in regards to the Work surroundings or working conditions that may be non-compliant, unsanitary, hazardous or dangerous to employees, the public or the environment.
  - 1.3.2** Understands the required engineering controls to mitigate such risk and has the authorization to take prompt corrective measures to initiate, minimize, and/or remedy environmental issue(s).
  - 1.3.3** Has completed all of Owner required training as described in section 6.1, including any additional training as specified in the Environmental Work Compliance Assessment (EWCA). In addition, the Competent Person shall be able to clearly communicate to the workers, Owner’s environmental requirements and the environmental controls they are expected to utilize in the performance of their Work.
- 1.4 Discharge** – Includes, but is not limited to any spilling, leaking, releasing, pumping, pouring, emitting, emptying or dumping of oil, chemicals or process waters, etc. into the environment (e.g., land, water or air).
- 1.5 Emergency Environmental Situation** – An event that demands immediate action to protect the health, well being, and/or condition of the surrounding environment and community including groundwater, surface water, land, and air.
- 1.6 Environmental Incident Brief** – Owner’s environmental incident reporting form that Contractor is required to complete in regard to environmental incidents, corrective actions and preventive actions jointly agreed upon, along with what will be or has been implemented to ensure a similar incident will not be repeated.
- 1.7 Environmental Management Plan** – A document prepared by Owner that outlines certain environmental activities, planning, responsibilities, practices, procedures, processes, resources or standards to be carried out to meet Owner’s environmental policy and to achieve its compliance objectives.
- 1.8 Environmentally-Sensitive Area** – Place where even minor disturbances to the natural order can impact the ecological balance and/or place the Owner at environmental risk. Such areas can include, but are not limited to, wetlands, water bodies, designated conservation areas, parks, preserves, and recreational areas.
- 1.9 Environmental Management System** – A series of plans or documents consisting of proven processes to conduct, monitor, and correct all environmental activities within an organization. These processes can either be written, verbal or a combination of both.
- 1.10 HAZWOPER** – Training requirements under OSHA’s Hazardous Waste Operations and Emergency Response regulation. For additional information on this requirement, reference 29 CFR 1910.120. A summation of the training that Owner requires is outlined below:

- 1.10.1** Under Level 1, spill and emergency awareness-level training, personnel may report a leak, release, spill, and/or suspicious puddle to their Competent Person who handles such calls, can identify the type of material if they can do so at a safe distance from it, can keep others from approaching the spill area, and who can do all of this without any additional Personal Protective Equipment (PPE).
- 1.10.2** Under Level 2, first responder, operations-level training, personnel may stop spills remotely by closing valves, turning off equipment, etc. and/or prevent the spread of spills by covering drains, placing dikes, booms or other absorbents at a safe distance. However, they may not approach the spill/release area unless it has been determined by authorized personnel in charge that it is safe to do so, have been taught, and are qualified to use PPE appropriate for the situation. Level 2 training should take approximately 8 to 40 hours to perform depending upon knowledge of the chemicals being used and is subject to review and acceptance by Owner.
- 1.11 Jurisdictional Wetland or Stream** – Areas determined by the US Army Corps of Engineers and/or USEPA that are subject to Section 404 of the Clean Water Act of 1977 or Section 10 of the Rivers and Harbors Act of 1899. Isolated wetlands or streams subject to state environmental agency jurisdiction are included in this definition.
- 1.12 Minor Spill** – A discharge of oil, chemicals or process waters to the environment in quantities below any regulatory reporting threshold amount. This threshold amount is dependent on the environmental media the spill occurs in and the type of material spilled.
- 1.13 Negative Environmental Impact** – A determination that the Work is having a negative impact on the environment that might affect the population, endangered species, biodiversity, archeological artifacts, historical significance, community beauty, environmentally-sensitive areas, etc.
- 1.14 Oil** – Oil of any kind or in any form, as defined by 40 CFR 112.2, including, but not limited to, fats, oils or greases of animal, fish or marine mammal origin; vegetable oils, including oils from seeds, nuts, fruits or kernels; and, other oils and greases, including petroleum, fuel oil, sludge, synthetic oils, mineral oils, oil refuse or oil mixed with wastes other than dredged spoil.
- 1.15 Records** – Documents of an environmental nature to record compliance with this specification and/or Federal, State, and/or Local rules and regulations. Records may include, but are not limited to permits, reports, studies, evaluations, logbooks, photographs, plans, employee training, and material classifications. The requirements to maintain this documentation are usually outlined within regulations, permits, training, etc.
- 1.16 Waste Determination** – The process by which waste is classified to be hazardous or non-hazardous for the purpose of disposal in accordance with 40 CFR 261.

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| <b>2.0 INTRODUCTION</b> |
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- 2.1** Owner is proactive in its efforts to protect people and the environment by committing to:
  - 2.1.1** Utilizing Contractors that maintain compliance with all applicable environmental requirements;
  - 2.1.2** Ensuring that Contractors performing Work for Owner understand and integrate environmental responsibilities into their business practices;
  - 2.1.3** Utilizing Contractors that support continuous process improvement of their environmental performance; and
  - 2.1.4** Utilizing Contractors that eliminate hazards through continual process improvement.

- 2.2** The **purpose** of this document is to convey Owner's minimum expectations to all Contractors on how to meet its environmental requirements. The **scope** of this document is that it is applicable to all of Owner's facilities and work-sites. Otherwise stated, Contractor shall exercise prudent planning and diligence regarding the environmental aspects of all Work to be performed.
- 2.3** Owner's environmental requirements are to be used in conjunction with the applicable General Terms and Conditions for Work performed at Owner's work-sites. These requirements convey Owner's minimum requirements regarding environmental practices and may exceed the requirements of Federal, State, and/or Local regulatory agencies. These Requirements are in addition to any of Contractor's and its subcontractors own policies, procedures, guidance, instructions or other requirements. Contractor and its subcontractors shall comply with all project, outage, and/or facility environmental rules and all procedures issued by Owner; provided that such rules and procedures do not conflict with any other Federal, State, and/or Local agency's environmental laws, rules or regulations. However, if such a conflict does arise, precedence shall be given to the most stringent environmental laws, rules, regulations or policies that apply.
- 2.4** Contractor understands that any environmental requirements that may be provided by Owner are not intended to (and do not) provide legal or other professional advice. Owner makes no representations or warranties that the information contained herein satisfies Federal, State, and/or Local laws. Contractor agrees that it shall consult with its own legal counsel or other qualified persons with respect to satisfying the requirements of any such laws as may be applicable to its Work. Contractor acknowledges and agrees that: (i) it is not relying on any claim or representation of Owner relative to any environmental requirement, (ii) Owner expressly disclaims any claim or representation that the information contained in any environmental requirement will produce any particular result, and (iii) Owner shall not be responsible for any errors or omissions in the design, implementation, and/or enforcement of any environmental requirements. Contractor remains completely responsible for its compliance with the requirements of Federal, State, and/or Local environmental laws.
- 2.5** Contractor shall designate a Competent Person(s) who represents Contractor and who shall have full and complete authority to act on behalf of Contractor, to manage, assess, coordinate, and enforce its environmental compliance during performance of work. Contractor shall provide Owner with the resumes of the proposed environmentally Competent Person(s). While the Owner may not designate an individual or individuals to perform this role, qualifications for these individuals shall include the proper training listed in section 6.1.1 and satisfactory work experience as determined by Owner. Contractor's Competent Person(s) shall be on-site or off-site, full-time or part-time at the discretion of the Owner, as indicated on the Environmental Work Compliance Assessment (EWCA) or Owner's localized, equivalent form. Competent Person(s) shall notify Owner of any environmental issues to be remedied. Contractor's Workers are to immediately notify the Competent Person(s) of any environmental issues they observe.
- 2.6** If Owner believes that a non-compliant environmental condition exists at the work-site which is a failure to comply with this Contractor Environmental Requirements Document and/or a legal demand of a Federal, State, and/or Local law or regulation, Owner shall have the right to immediately order corrective measures or stop Work until the non-compliant condition is corrected. To the extent Contractor has caused the non-compliant condition and there are subsequent delays or impacts to the Work, Contractor will be responsible for any costs it incurs to bring the Work into compliance and costs associated with Work stoppage. This provision does not relieve Contractor of its responsibility for environmentally-compliant work practices nor imposes upon Owner any obligation to supervise Contractor's work.
- 2.7** Contractor's failure to comply with and enforce these environmental requirements and all Federal, State, and/or Local agency laws, rules, and/or regulations applicable to the Work may be cause for the Contract to be terminated and may prevent eligibility for future work.

- 2.8 Contractor shall, upon Owner's request, remove from Owner's work-sites any worker(s) who repeatedly and/or knowingly fail(s) to comply with this Contractor Environmental Requirements Document.

### **3.0 ENVIRONMENTAL PLANNING**

#### **3.1 Environmental Work Compliance Assessment (EWCA)**

- 3.1.1 Prior to Contractor beginning Work, Owner will provide Contractor with an initial EWCA using the EWCA form located in Attachment A. Owner may provide an enhanced, equivalent version of the EWCA at some of its facilities that are site specific. The EWCA or any other equivalent forms are informational documents for initial and subsequent environmental planning purposes. No claim or representation is expressed or implied that the EWCA is comprehensive, all-inclusive, accurate, complete, or that items not listed will not be present or pose a threat to environmental compliance.
- 3.1.2 Contractor shall meet with Owner prior to commencing Work to inform Owner as to how it intends to implement the requirements listed in the supplied EWCA throughout the course of the Work. Contractor may invite its subcontractors to attend these meetings and in some cases may be required to do so by Owner. Contractor may be required by Owner to have its subcontractor complete an EWCA in addition to its own.
- 3.1.3. The EWCA does not relieve Contractor of its obligation to conduct continuous environmental assessments of the Work. If Contractor determines during the performance of its Work that there are negative environmental impacts, concerns, questions, etc. not listed on the original EWCA, Contractor shall immediately inform Owner and the EWCA will be updated jointly by Owner and Contractor. Owner shall then be informed by Contractor of how it will manage such Work related activities which could result in a negative environmental impact.
- 3.1.4. Contractor's Competent Person(s) shall communicate all initial and subsequent environmental aspects addressed in the EWCA to its employees and oversee the implementation and management of each aspect of the Work.

#### **3.2 Owner's Environmental Management Plans or Instructions**

- 3.2.1 Contractor shall comply with Owner's Environmental Management Plan(s) or Instructions, as provided. Contractor may also be required to participate in Owner's Environmental Management planning activities.

#### **3.3 Environmental Audits and Inspections**

- 3.3.1 Random and scheduled environmental audits or inspections may be conducted by Owner or by a Federal, State, and/or Local agency representative. Contractor shall cooperate fully with all inspector/auditor representatives during such environmental inspections or audits. Contractor shall have available upon request, all applicable environmental records required as part of the Work or applicable environmental laws or regulations.
- 3.3.2 For additional requirements on handling Regulatory Inquiries, refer to Owner's document on Contractor Safety & Health Requirements.

### **4.0 ADMINISTRATIVE**

#### **4.1 Record Availability**

- 4.1.1 Contractor shall maintain on-site, all environmental records and documentation applicable to the Work and shall provide a copy to Owner upon request and at the completion of the

Work. If deemed necessary by Owner, it will provide guidance as to the appropriate means of identification, protection, retention, and disposal of such records and documentation.

## **4.2 Communication**

- 4.2.1** Unless directed otherwise, Owner will be the single point of contact for all regulatory agency interaction for environmental communication (written or verbal) that is applicable to the Work. For **emergency communication** requirements, see section 5.1. For **non-emergency communication** requirements see section 5.2.
- 4.2.2** Contractor shall ensure that its personnel clearly understand oral and written instructions, signs, and labels associated with the Work. This includes, but is not limited to ensuring they understand the scope of the Work they are to perform, Owner's Environmental Management Plans or Instructions (see section 3.2), Contractor's Environmental Plans, all other Owner and/or Contractor specific training, site specific environmental permits/plans, and/or Hazard Communication manuals, as they pertain to the Work.

## **5.0 EMERGENCY PREPAREDNESS AND RESPONSE**

### **5.1 Discharges, Spills or Releases**

- 5.1.1** Prior to commencing Work, Contractor shall review with Owner its work-site specific environmental emergency response plans involving potential discharges, spills or releases from substances, chemicals, materials or products that may be brought on-site. Owner's Environmental Representative shall be responsible for making immediate notifications to governmental entities of oil spills to water and releases of reportable quantities of hazardous substances to the environment. Additionally, Owner and Contractor shall jointly agree who will be responsible and to what extent for responding to an emergency situation based on personnel qualifications, availability, experience, etc. and the type of substances, chemicals, materials or products involved.
- 5.1.2** Owner's designated environmental representative is responsible for assisting Contractor in carrying out its emergency environmental duties at the work-site and other associated issues with the Work. This person will verify proper clean-up of all discharges, spills or releases that occurred during an Emergency Environmental Situation.
- 5.1.3** In the event of a discharge, spill or release that results in an Emergency Environmental Situation, Contractor shall identify the material and immediately notify Owner. Whoever has been identified in 5.1.1 as the emergency responder for a specific substance, chemical, material or product, shall attempt to stop or contain the source from spreading, reaching a drain, and/or waterway; as long as conditions are safe to perform this task and the persons are properly trained or otherwise qualified to do so in accordance with Federal, State, and/or Local laws and regulations such as 29 CFR 1910.120 or 29 CFR 1926.65, but the more stringent shall apply.
  - 5.1.3.1** When possible, Owner will assist Contractor in all required response actions and may perform the duties of the On Scene Incident Commander, if qualified to do so or until relieved by a qualified responding governmental agency or authorized response Contractor.
- 5.1.4** Prior to Contractor making any agency notifications, Owner shall have the opportunity to review and approve such notifications.
  - 5.1.4.1** Where there is an immediate notification requirement, Contractor will make all necessary notifications to Federal, State, and/or Local agencies if Owner cannot be reached within 15 minutes.

**5.1.4.1.1** Owner will train its Contractor's to make any required notifications to the necessary Federal, State, and/or Local agencies, if Owner is unavailable to do so. For Contractor-initiated agency notifications, Contractor shall provide Owner with all incident and reporting information immediately after this notification.

**5.1.5** Contractor shall document all such Emergency Environmental Situations using the Environmental Incident Brief (EIB) form located in Attachment B and shall submit the completed report to Owner the following work day. With the exception of de minimis quantities, all spills will be documented on the EIB and any spill with the potential to reach a storm drain, drainage ditch, stream, or river shall be reported to the Owner's Environmental Representative immediately upon discovery.

**5.1.6** Contractor may be required to participate in Owner's investigation into the facts and circumstances of an Owner or Contractor initiated agency notification that resulted from an environmental incident, spill, release, discharge, and/or event.

## **5.2 Notification Requirements for Non-Emergency Environmental Situations**

**5.2.1** Contractor shall notify Owner as soon as possible of all non-emergency environmental situations. These can include, but are not limited to, minor oil/chemical spills (as defined by Owner at each work-site), wastewater or process water discharges, sewage seepage, complaints from the general public/Owner's neighbors or events that do not trigger the immediate notification to a regulatory agency.

**5.2.2** Contractor shall document non-emergency events using the EIB form located in Attachment B and shall submit the completed report to Owner the following Work day after notifying Owner as required in 5.2.1. All spills of any quantity will be documented.

## **6.0 ADDITIONAL ENVIRONMENTAL REQUIREMENTS**

### **6.1 Environmental Training and Qualification Requirements**

**6.1.1** Competent Person(s) shall have training that is common to the type of work they normally perform, in addition to any training specified in the EWCA. Typical training of a Competent Person may include, but is not limited to the following:

**6.1.1.1** First Responder Spill and Emergency Operations (HAZWOPER-Level 2)

**6.1.1.2** Storm Water Pollution Prevention

**6.1.1.3** Spill Prevention, Control, and Countermeasures

**6.1.1.4** Fugitive Dust Emissions and Control

**6.1.1.5** Solid and Hazardous Waste Management

**6.1.2** Contractor's employees and workers shall be trained and qualified by Contractor's Competent Person(s) for the environmental portion of the Work they will be performing, as identified within the EWCA. The HAZWOPER Level 1 general awareness-level training should focus on the worker(s) expected duties that they will perform, could be impacted by, and/or potentially create. Typically this training will be performed annually, but could be more often if required by Owner and/or Federal, State, and/or Local regulations. This training is often site-specific so additional training may be necessary for workers transferred between Owner's work-sites. Contractor shall maintain all training records as

stated in section 4.1. General environmental training typically includes, but is not necessarily limited to the following depending on the specific work assignments:

- 6.1.2.1** First Responder Spill and Emergency Awareness (HAZWOPER-Level 1)
- 6.1.2.2** Storm Water Pollution Prevention Awareness
- 6.1.2.3** Spill Prevention, Control, and Countermeasures Awareness
- 6.1.2.4** Fugitive Dust Emissions and Control Awareness
- 6.1.2.5** Solid and Hazardous Waste Management Awareness
- 6.1.3** Contractor is responsible for the cost of all HAZWOPER Level 1 training of its direct employees and workers, including contingent staff (i.e. those who typically travel from job to job for the Contractor).
- 6.1.4** Owner will reimburse Contractor the cost of all HAZWOPER Level 1 training of all non-direct (e.g., temporary union craft or non-union craft) workers. This HAZWOPER Level 1 training should take up to, but no more than 2 hours to perform and this training is subject to review and acceptance by Owner.
- 6.1.5** Owner will reimburse Contractor for the cost of its worker(s) attending Owner-required training, as specified below. Contractor shall submit timesheets for Owner's review and approval for all such training.
  - 6.1.5.1** Owner's Environmental Management Plan(s) or procedures training, if applicable;
  - 6.1.5.2** Site-specific environmental orientation (e.g., waste storage practices, environmental emergency actions, Used Oil procedures, Avian Protection Program, etc.). Site-specific environmental orientation may take up to 1.5 hours in aggregate;
  - 6.1.5.3** A periodic refresher may be required (e.g., Storm Water Awareness, Universal Waste Awareness), per Owner or regulatory direction; and
  - 6.1.5.4** Additional training may be required, as determined by Owner, based on site specific issues (e.g. Process Water Spill Awareness, Wetlands Protection, etc.).
- 6.1.6** If on-going work observations indicate additional environmental hazards or if the scope of work changes, Owner may require Contractor to augment the training required in 6.1.1, 6.1.2, and 6.1.4.
- 6.1.7** If Contractor fails to comply with Owner's environmental requirements and/or fails to achieve environmental compliance as it relates to the Work, Owner may require that the Competent Person(s) and/or its employees be replaced or receive additional training at no additional expense to Owner.

## **6.2 Chemical Management Plans**

- 6.2.1.** This section applies to hazardous substances, chemicals, materials or products that Contractor may bring on Owner's work-sites (e.g., Two-Part Epoxy Resins, Gasoline, Ammonia, Polymers, etc.). These are substances or materials deemed hazardous by Federal, State, and/or Local regulation, where exposure to them may result in adverse effects on the health or safety of employees and/or contamination of the environment.

- 6.2.2.** Contractor shall prepare and submit to Owner's designated Environmental Representative for review and approval, a Chemical Management Plan for all hazardous substances, chemicals, materials or products that will be stored on-site in cumulative quantities equal to or greater than 55 gallons. Areas to address in the Chemical Management Plan include, but are not limited to:
- 6.2.2.1** Identifying all applicable hazardous substances, chemicals, materials or products and how they will be used;
  - 6.2.2.2** Description of how all applicable hazardous substances, chemicals, materials or products (e.g. flammables, combustibles, caustics, etc.) will be ultimately containerized and stored (i.e. fire-rated storage unit);
  - 6.2.2.3** Description of spill response resources that Contractor will have available (e.g. spill kits/materials, equipment, manpower, and Personal Protective Equipment) and how potential spills will be managed;
  - 6.2.2.4** The frequency of Contractor's inspections of all applicable hazardous substances, chemicals, materials or products, a copy of the inspection form to be used, and who will perform these inspections;
  - 6.2.2.5** Identification of Contractor's primary and alternate Chemical Management Plan points of contact; and
  - 6.2.2.6** Any oil products to be used and stored on-site that are not covered under an applicable Spill Prevention Control and Countermeasures (SPCC) Plan, shall be covered under the Contractor's Chemical Management Plan. This part of the plan shall include the location of all such oil product containers with an individual capacity equal to or greater than 55 gallons.
- 6.2.3** All chemical storage containers to include "Conex" boxes shall be marked on their exterior with appropriate labeling made of Ultra-Violet resistant material which will include Contractor identification, contact information, and chemical hazards.
- 6.2.4** Contractor may be required to submit an updated Chemical Management Plan if Owner requires revisions to the original based upon scope of Work changes, etc. that requires additional substances, chemicals, materials or products be brought on-site.
- 6.2.5** Prior to Contractor demobilizing, any remaining substances, chemicals, materials or products (not yet determined to be a waste by Owner) must be removed by Contractor, including partially used containers. No substances, chemicals, materials or products shall be left on Owner's work-site without written authorization. Any substances, chemicals, materials or products found to be left on-site will be returned to Contractor and Contractor billed for shipping and handling.
- 6.2.6** For additional requirements on Hazard Communication and Hazardous Materials Management, refer to Owner's document on Contractor Safety & Health Requirements.

### **6.3 Spill Prevention, Control and Countermeasures**

- 6.3.1** Owner's designated Environmental Representative will instruct Contractor on the need to develop and/or maintain a Spill Prevention, Control, & Countermeasures (SPCC) Plan or follow Owner's Plan, via the EWCA document. If required, the Contractor's Plan must be reviewed and approved by Owner prior to oil/fuel being brought on-site. If Contractor is required to have and maintain a SPCC Plan, it must meet the requirements of the U.S. EPA (40 CFR 112). This is required if Contractor anticipates having greater than 1,320

cumulative gallons of oil/fuel storage capacity on-site counting all containers equal to or greater than 55 gallons, regardless of the potential to discharge to nearby navigable waters and adjoining shorelines.

- 6.3.2** Contractor shall document and perform monthly visual inspections of all applicable oil/fuel containing equipment, containers, and storage areas as specified within their approved SPCC Plan. These inspections shall occur no sooner than 14 days and no later than 30 days from the date of the last inspection. Owner's site-specific policies and/or State/Local regulations may require more frequent inspections than once a month.
- 6.3.3** Contractor shall remove accumulated rainwater to allow their secondary containment to function as designed. Contractor shall inspect all of its secondary containments for the presence of oil/fuel and/or sheens, and remove all oil/fuel and/or sheens prior to discharge and manage the removed materials in compliance with all applicable regulations, statutes, and Owner's requirements. Owner shall be notified if the presence of oil/fuel and/or sheens is observed.
- 6.3.4** Oil-filled equipment which has not been initially placed into service (i.e. not connected to Owner's facilities) fall under section 6.3.1 until it becomes actively connected (i.e. placed into service and connected for its designed purpose), unless otherwise directed by Owner. An example of this would be an oil-filled transformer that has not yet been energized or an oil-filled gearbox still sitting in the lay down yard.
- 6.3.5** Unless prior written permission is given by Owner, Contractor shall not perform any repairs, modifications, and/or maintenance activities on any bulk fuel tanks on-site if such activities relate to corrosion, damage, interior inspections, and/or pressure testing for integrity.
- 6.3.6** The filling of all bulk storage containers and all equipment refueling by Contractors shall be attended at all times by a Competent Person and/or trained worker(s), to minimize potential for spillage. All fuel storage containers shall be marked accordingly with appropriate labeling made of Ultra-Violet resistant material which will include Contractor identification, contact information, and chemical hazards.

#### **6.4 Storm Water Pollution Prevention**

- 6.4.1** Work performed on Owner's property may require a Storm Water Pollution Prevention Plan (SWPPP). Contractor may be required to develop and maintain a SWPPP, comply with, and/or obtain a storm water permit as indicated on the EWCA. If required to obtain a storm water permit, develop, and/or comply with a SWPPP, Contractor will coordinate all such activities within the required time frame before earthwork or other regulated activities commence.
- 6.4.2** If Owner develops a SWPPP, Contractor shall comply with Owner's plan. In addition, Contractor may be required to maintain the SWPPP as indicated on the EWCA.
- 6.4.3** Storm water and/or erosion and sediment control inspections are to be performed as specified within the SWPPP. These inspections may be initiated and be the responsibility of the Owner or Contractor, as defined in the scope of Work documents.
  - 6.4.3.1** The designated and/or chosen inspection frequency shall be maintained by the responsible party at all times.

- 6.4.3.2** If the contractor does not have workers on site during or after a qualifying rain event per the approved SWPPP, then the Owner may elect to have the Contractor provide such coverage in order to perform SWPPP inspection and/or maintenance work. Owner will pay Contractor for these additional inspections as they occur.
- 6.4.4** If any storm water and/or erosion & sediment control repairs and modifications are required, they shall be made in accordance with the SWPPP.
- 6.4.5** Storm water Best Management Practices (BMP) are physical, structural or managerial practices employed before, during, and/or after the Work that have been proven and accepted to help prevent or reduce pollution. BMP(s) may need to be implemented wherever possible to minimize potential impacts to Owner's operations. BMP(s) could vary between sites and may be at the Owner's discretion.
  - 6.4.5.1** Owner will reimburse Contractor for the cost of any required storm water BMP(s) to be implemented resulting from a Federal, State, and/or Local agency inspection or as directed by Owner's designated environmental representative or for the Work to be performed under an Owner-supplied Industrial or Construction SWPPP.
  - 6.4.5.2** Contractor shall be responsible for the cost of any required storm water BMP(s) to be implemented resulting from a Federal, State, and/or Local agency inspection or as directed by Owner's designated environmental representative for Work to be performed under a Contractor-supplied Construction SWPPP.
  - 6.4.5.3** Contractor shall be responsible for the cost of any required storm water BMP(s) to be implemented resulting from a Federal, State, and/or Local agency inspection or as directed by Owner's designated environmental representative when no SWPPP has been required for Work at Owner's work-site.

## **6.5 Fugitive Dust Control and Air Emissions**

- 6.5.1** Owner and Contractor have a general obligation to minimize or eliminate fugitive dust/emissions in accordance with Federal, State, and/or Local air permits (e.g. Title V) or nuisance law requirements. At some of Owner's work-sites, Contractor may be required to comply with similar Mining Safety & Health Administration (MSHA) fugitive dust requirements as indicated on the EWCA.
- 6.5.2** Fugitive dust control shall be in accordance with the EWCA. All measures Contractor intends to use in the performance of its Work shall be approved by Owner prior to use, including the application of water. Contractor shall only apply enough water to control dust and not generate uncontrolled run-off or discharge.
- 6.5.3** Fugitive dust is to be controlled throughout the performance of Work. Contractor shall be responsible for supplying and implementing all control measures for fugitive dust it creates during the performance of its Work, unless otherwise indicated by Owner on the EWCA. Owner will notify Contractor if it will have additional dust control responsibilities for Work other than its own.
- 6.5.4** Contractor's shall limit track-out of sediment by using Owner designated construction entrance/exits when performing work on Owner's work-sites. BMP(s) may be required by Contractor to reduce or eliminate fugitive dust on Owner's and/or public roadways. Clean-up shall occur when a build-up of sediment is observed during Work performed by Contractor, per the EWCA.

- 6.5.5** Equipment such as, but not limited to batch plants, rock crushers, screeners, limestone/gypsum handling equipment, and in particular situations, large stockpiles of material; can require special air permits prior to their mobilization, setup, and/or usage. All intentions to use such equipment and/or any other sources of fugitive emissions must be reviewed and pre-approved by Owner before mobilizing such equipment. Contractor shall obtain and pay for all necessary permits **prior to the on-site mobilization and operation of this equipment** and shall follow all permit and/or exemption requirements to maintain compliance.
- 6.5.6** Contractors shall provide Owner's designated Environmental Representative the liquid capacity of all bulk storage fuel containers in use or planned for use by Contractor. On a monthly basis, Contractor shall provide Owner the fuel quantities consumed that have been removed from these containers. Contractor shall ensure all fuel storage containers are closed and sealed when not actively conducting filling operations per the requirements of 40 CFR Part 63 and other applicable regulations and statutes. Contractor shall also comply with all submerged filling (i.e., nozzle actually in liquid, fill tube at bottom of tank, etc.) requirements applicable to their temporary, bulk fuel containers per applicable state laws and regulations.
- 6.5.7** Prior to commencing any demolition activities of any permanent structures, Contractor and Owner shall jointly agree who will submit and pay for all inspections and notifications required by Federal, State, and/or Local agencies.
- 6.5.8** Contractor is not permitted to conduct any open burning activities until receiving written permission from Owner and any permits required by Federal, State, and/or Local agencies. Contractor and Owner shall jointly agree who will submit any required notifications or applications to Federal, State, and/or Local agencies.

## **6.6 Temporary Sewage Permitting and On-Site Implementation**

- 6.6.1** Prior to beginning Work, Contractor shall review with Owner all site specific needs for temporary sewage systems such as a septic tank systems, sewage holding tanks, drop boxes, portalets, office trailer restrooms, and temporary connections to Owner's Waste Water Treatment Plant (WWTP) or public sanitary sewer system, and who will supply such systems in accordance with the EWCA.
- 6.6.2** If Contractor is providing temporary sewage systems, Contractor shall provide Owner with a Sewage Waste Procedure or Guideline as part of its overall Waste Management Plan, as required below in section 6.7.2. This shall be provided upon mobilization and prior to the commencement of use. Such a Plan may include listing the Owner as part of its overall disposal process for such wastes (i.e. temporary connections to the WWTP, public sanitary sewer system, etc.), if such an agreement is reached.
- 6.6.3** If Contractor is providing temporary sewage systems, Contractor shall obtain any temporary sewage permits required by the State or Local agencies prior to bringing such systems on-site. All requirements set forth in the permit shall be enforced by Contractor's Competent Person.
- 6.6.4** Whether or not a temporary sewage system permit is required for the sewage option implemented by Contractor, all associated sewage pumping and removal records shall be maintained on-site and copies shall be turned over to Owner upon completion of Contractor's Work.

## **6.7 Waste Management**

- 6.7.1** Unless specified otherwise within the EWCA, Owner shall be considered the generator for all waste (both hazardous and non-hazardous) produced at its work-sites and resulting from

the Work. Contractor shall follow all of Owner's waste management plans, procedures, and/or guidelines (e.g., Used Oil, Universal Waste, Construction & Demolition Debris, etc.). A waste includes, but is not limited to a discarded material or inherently waste-like material as defined by the EPA per 40 CFR 261.2. Wastes can be, but are not limited to hazardous or non-hazardous solid, liquid, and/or containerized gaseous materials.

- 6.7.2** Before mobilization, Contractor shall provide Owner a copy of its plans, procedures, and/or guidelines detailing their intended waste management practices. This will include using Owner's facilities (if allowed) and any planned disposal/recycling vendors for wastes not expected to be handled by Owner. Contractor shall attempt to minimize quantities of hazardous waste generated through such practices as segregation of materials, selection of raw materials and products, etc. Owner may accept or reject for revision Contractor's waste management practices at its discretion.
- 6.7.3** Contractor is responsible for compliance with all Federal, State, and/or Local requirements for all of its waste generation until Owner accepts it at a pre-approved Owner transfer point. Contractor may be required by Owner to recycle certain waste streams, where practical.
- 6.7.4** If Contractor is designated by the EWCA to be the co-generator of any hazardous or non-hazardous waste, Contractor shall be responsible for managing all aspects of the waste disposal process. Owner's facility identification numbers and Owner's work-site address/name will be recorded on all tracking documentation. All waste transporters, along with the final disposal facilities, will be reviewed and pre-approved by Owner. Documents shall indicate that the Contractor is acting as agent for Owner with respect to waste transportation and disposal.
  - 6.7.4.1** If any waste is determined to be hazardous, Contractor shall track and report to Owner the amount generated on a weekly basis.
  - 6.7.4.2** Contractor shall ensure all hazardous waste remains segregated from other forms of waste and do not become mixed, thus increasing the amount of hazardous waste to be disposed.
  - 6.7.4.3** Contractor shall review with Owner, prior to having any waste transported off-site, all draft transportation documentation (i.e., manifests, bills of lading, etc.).
  - 6.7.4.4** Contractor shall supply Owner with completed copies of all hazardous and non-hazardous waste transportation documentation at the completion of its Work.
- 6.7.5** Contractor shall supply all waste determination documentation that it initiates. Owner shall approve all waste determinations as to whether a waste is hazardous or non-hazardous in nature (i.e., using analytical data, process knowledge, MSDS, etc.).
- 6.7.6** Contractor shall not mix its Used Oil with any solvents, chemicals or waste and will segregate them, as appropriate. Under no circumstance shall Contractor land-apply Used Oil on Owner's work-sites or anywhere else not authorized by law.
- 6.7.7** Contractor may be required to submit an updated Waste Management Plan if Owner requires revisions based upon scope of Work changes, etc. that requires additional wastes be disposed.
- 6.7.8** For additional requirements on Hazardous Communication and Hazardous Materials Management, refer to Owner's document on Contractor Safety & Health Requirements.

## **6.8 Environmentally-Sensitive Areas**

- 6.8.1** All jurisdictional wetlands or streams at the location of the work-site will be identified by Owner to Contractor. Contractor shall bring to Owner's attention any such areas which have not been so identified and which may be impacted by the Work.
- 6.8.2** Contractor shall not disturb or impact a Jurisdictional Wetland, Stream or other Environmentally-Sensitive Area, as identified in the EWCA, without the proper permit(s) in place. Contractor shall follow all such permit requirements as applicable to the Work.
- 6.8.3** Contractor shall ensure that all Owner site-specific protection requirements are maintained in regards to any Wetland, Stream or other Environmentally-Sensitive Area.
- 6.8.4** Whenever temporary barricades are erected and/or maintained by Contractor near Environmentally-Sensitive Areas, Contractor shall post barricade signs around the perimeter that identify the nature of the environmental issue (e.g., NOTICE – Wetland Boundary Keep Out). This signage shall be made of Ultra-Violet and weather resistant material.

## **6.9 Species Protection**

- 6.9.1** Owner will notify Contractor if there is a known presence of an Endangered, Rare, and/or Threatened Species and/or their dwellings. Contractor shall comply with all Federal, State, and/or Local rules and regulations if such a species and/or their dwellings exist on or near Owner's work-site, as identified on the EWCA. Contractor shall notify Owner immediately if such species and/or dwellings are observed so they can be documented and protective measures established, if necessary.

## **6.10 Protection of Archeological and Cultural Resources**

- 6.10.1** Work on Owner's sites has the potential to uncover pre-historic, historic, and/or cultural artifacts. If during the performance of its Work, Contractor discovers pre-historic, historic, and/or cultural artifacts (e.g. arrow heads, pottery shards, bones, jewelry, etc), Contractor must immediately stop work, contact Owner, preserve and protect any items discovered to Owner's satisfaction while complying with all Federal, State, and/or Local requirements. If Contractor acquires knowledge of such an incident from a third party, Contractor shall immediately inform Owner so that Owner may investigate the legitimacy of such claims. Any impact to these areas is strictly prohibited, other than archeological investigation and preservation activities that may be specifically included in Contractor's scope of Work.
- 6.10.2** For already identified pre-historic, historic, and/or cultural areas as listed within the EWCA, additional requirements to protect these areas may be required from Contractor (e.g. fencing, signage, periodic inspections, training, restrictive work requirements, etc.). Contractor shall comply with all such requirements.

## **6.11 Waivers**

- 6.11.1** After Owner evaluates the contractor scope-of-work, the Owner may waive any portion or all of the requirements in Section 6. Should this take place, the Section(s) waived will be documented on the EWCA.