

Decision 17-06-028 June 29, 2017

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Order Instituting Investigation on the Commission's Own Motion into the Operations and Practices of Southern California Edison Company (U338E); Notice of Opportunity for Hearing; and Order to Show Cause Why the Commission Should not Impose Fines and Sanctions for the September 30, 2013 Incident at a Huntington Beach Underground Vault.

Investigation 15-11-006
(Filed November 5, 2015)

DECISION ADOPTING THE SETTLEMENT AGREEMENT

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DECISION ADOPTING THE SETTLEMENT AGREEMENT

Summary

The California Public Utilities Commission (Commission) initiated the above entitled proceeding to investigate an accident, which occurred on September 30, 2013, at the Huntington Beach underground vault owned by Southern California Edison Company (SCE). The accident resulted in the death of Brandon Orozco, an employee of SCE's subcontractor, who had inadvertently removed an energized dead-break elbow while he was preparing the underground cables for testing.

SCE and the Commission's Safety and Enforcement Division (SED) are the only parties to this proceeding. SED is a Division of the Commission charged with enforcing compliance with the Public Utilities Code and other utility laws, and the Commission's rules, regulations, orders and decisions. SCE is an investor-owned utility subject to the Commission's jurisdiction under the Public Utilities Code.

SCE and SED have negotiated a settlement agreement to resolve all of the issues in the above entitled investigation proceeding (Settlement Agreement) and filed a motion recommending it for our approval. As detailed in the attached Appendix A, the three key components of the Settlement Agreement are: SCE's admissions, SCE's agreement to pay a fine of \$2.010 million and SCE's agreement to improve its safety practices and procedures.

Together, these three components make the Settlement Agreement reasonable in light of the whole record, consistent with law, and in the public interest. We therefore approve and adopt it, and this decision acknowledges SCE's admissions, directs SCE to pay the fine of \$2.010 million payable to the state's General Fund within 10 days of this decision and directs SCE to

implement the proposed series of enhancements to its safety practices and procedures as outlined in the Settlement Agreement. This decision closes the proceeding.

1. Background and Procedural History

1.1. The Accident

On September 30, 2013, Brandon Orozco, an employee of CAM Contractors (CAM), was fatally injured when he inadvertently removed an energized dead-break elbow while working in a Southern California Edison Company (SCE) underground vault in Huntington Beach, California (the Accident). At the time of the Accident, SCE had a contract with PAR Electrical Contractors Inc. (PAR) as its contractor. In turn, PAR had subcontracted a portion of its SCE contracted work to CAM.

SCE reported the Accident to the Commission's Safety and Enforcement Division (SED) on September 30, 2013. The SED engineer promptly responded to the Accident site and began the necessary on-site field investigation. On October 11, 2013, SCE provided SED its supplemental incident report in compliance with Decision (D.) 06-04-055, Appendix B. Immediately following the Accident, SCE initiated its own investigation of the Accident and voluntarily instituted several safety enhancements to its procedures and practices, which is further discussed in Section 1.3 of this decision.

1.2. SED Investigation, Recommendations and Report

In October of 2015, SED issued its Investigation Report concerning the Accident (SED Report) based on, *inter alia*, its:

- 1) Review of all relevant SCE documents and data request responses;

- 2) Field investigation and examination of physical evidence including the switch, dead-break elbows, conductors, and associated hardware;
- 3) Interviews of SCE representatives;
- 4) Review of the Coroner's report regarding Mr. Orozco; and
- 5) Review of the California Department of Industrial Relation's Division of Occupational Safety and Health's (DOSH's or formerly and more commonly referred to as Cal/OSHA's) case file and investigation reports concerning the Accident.

The SED Report alleges (1) SCE delegated its safety responsibilities to its contractor in violation of Commission decisions and California law; (2) SCE failed to ensure that its contractor and subcontractor performed their work safely, in violation of Public Utilities Code¹ Section 451 and Rule 17.1 of General Order (GO) 128; and (3) SCE refused to provide SED its Investigation Report and a list of all documents SCE reviewed in its own investigation under a claim of attorney-client privilege. The SED Report recommends that:

- 1) SCE should accept and acknowledge responsibility for all work performed on SCE-owned and/or operated facilities, whether SCE employees or contractors perform the work;
- 2) SCE should prepare and submit a Corrective Action Plan that would adopt and implement measures to address the deficiencies identified in the SED Report and would ensure that any work on its facilities, regardless of who does the work, is performed in accordance with acceptable safety practices;
- 3) SCE's Corrective Action Plan should include modifications to its procedures to ensure that SCE

¹ All references to Code in this decision, unless otherwise specified, are to California Public Utilities Code.

- performs appropriate cause analyses of electric incidents, implements effective corrective actions, and shares electric incident information and lessons learned throughout SCE's operations and with SED;
- 4) SCE's Corrective Action Plan should explicitly address each aspect of the settlement approved in D.15-07-014, arising from the investigation of an electric incident at the Kern power plant owned by Pacific Gas and Electric Company (PG&E) (Order Instituting Investigation (OII) 14-08-022 or Kern Power Plant Fatality OII), and identify how SCE would improve its operations to meet or exceed the requirements of that settlement; and
 - 5) SCE should provide its own internal Investigation Report and all other information for which it has claimed to be attorney-client privileged, subject to appropriate protection for any confidential information.

Based on the SED Report, on November 5, 2015, the Commission initiated the above entitled proceeding (Huntington Beach OII).

1.3. SCE's Post-Accident Actions and Voluntary Pre-OII Safety Enhancements

Following the Accident, SCE promptly investigated the Accident and voluntarily made important improvements in its contractor safety programs and incident investigation practices and procedures. SCE did so prior to the Commission's institution of this Huntington Beach OII in November of 2015. In February of 2015, SCE adopted these voluntary initiatives as part of its Contractor Safety Management (CSM) Corporate Standard (ST-2) (February 2015 CSM). By June of 2015, SCE had also rolled out its Safety Incident Management (SIM) Corporate Standard (ST-1) (June 2015 SIM). We note, June 2015 SIM was SCE's first company-wide safety incident management procedure. Also in July of 2015, SCE voluntarily revised its Environmental Health and Safety Handbook

for Contractors (Contractor Safety Handbook) to incorporate all of its voluntary safety procedure improvements.

The February 2015 CSM, June 2015 SIM Standards and the Contractor Safety Handbook should be described in some detail because they comprise SCE's voluntary efforts to improve contractor safety, and they were implemented well before this OII was instituted. These facts, amongst numerous others, will be considered in this proceeding in assessing whether the proposed fine under the Settlement Agreement is reasonable under all the circumstances. In addition, the discussion below shows how SCE's pre-OII voluntary corrective actions set the necessary framework and foundation for the refined corrective action plan resulting in the Settlement Agreement. As such, they are detailed below, showing the direct interconnection between SCE's pre-OII efforts and the related safety refinements negotiated and proposed in the Settlement Agreement.

1.3.1. Contractor Qualification Criteria, Evaluation and Updates

The February 2015 CSM divided all SCE contractors into two categories, Tier 1 or Tier 2, depending on the inherent risk level of the contractors' work. It defined Tier 1 activities as those work, "without the implementation of appropriate safety measures, are potentially hazardous or life-threatening."² The February 2015 CSM also adopted the Experience Modification Rate (EMR) for the safety evaluation of Tier 1 contractors. EMR is a risk assessment tool used to review and rate particular contractor's safety record as compared to others in the same industry. As discussed later in this decision, under the Settlement Agreement, the evaluation criteria for Tier 1 contractors will be further expanded to extend beyond the EMR (voluntarily adopted by SCE under February 2015

² Settlement Agreement at 2.

CSM). Furthermore, the Settlement Agreement provides that this evaluation process will be performed by a qualified Third Party Administrator (TPA) to provide yet another layer of protective scrutiny.

The February 2015 CSM required heightened scrutiny of contractors by SCE with EMRs greater than one (1) before they can perform work for SCE. As discussed later in this decision, under the Settlement Agreement, these contractors (with EMRs greater than one (1)) are “Conditional Contractors” and additional safety requirements apply to their work, both before they start work and after, in the field.

The February 2015 CSM required that any contractor wishing to use a subcontractor must notify the SCE (or Edison) Representative (ER) in advance. SCE approval is required before hiring any subcontractor, and all Tier 1 subcontractors must meet the heightened requirements for the Tier 1 contractors. At least annually, SCE’s Supply Management must conduct a meeting of Tier 1 contractors. The meeting discussion must include best safety practices, industry experience and the expectations of SCE and contractors. Supply Management also updates the EMRs of all Tier 1 contractors at least annually. As discussed later in this decision, under the Settlement Agreement, this annual update will be done by the TPA.

1.3.2. Tier 1 Contractor Field Monitoring

In addition to the safety-related field requirements SCE already imposes on its contractors through its Master Service Agreement and the newly heightened screening and update requirements discussed above, the February 2015 CSM added further field requirements for Tier 1 contractors. Prior to the commencement of work, the ER must conduct a contractor orientation using the Environmental, Health and Safety Contractor Orientation Checklist and Job Aid.

Then, within fifteen days of receiving a notice to proceed or in advance of the start of work, the Tier 1 contractor must complete and sign the Checklist and submit a project and site-specific Environmental, Health and Safety Plan. Prior to the commencement of Tier 1 contractor work, using the Field Safety Assessment Job Aid, the ER must prepare a Field Safety Assessment Schedule. All ERs managing Tier 1 contractors must be trained to understand SCE's CSM standard and retrained on a biennial basis.

As discussed later in this decision, under the Settlement Agreement, SCE, through its Corporate Health & Safety (CH&S), must increase the frequency of its ER field monitoring and conduct additional Contractors Safety Quality Assessments (CSQAs) as well as field monitoring (by a Safety and Environmental Specialist). These are all additional safety enhancements beyond those required as part of SCE's pre-OII voluntary safety undertakings.

1.3.3. Contractor Safety Incident Reporting and Investigation

Although various SCE Organizational Units (OUs), including Transmission and Distribution, had unit-specific safety incident reporting practices and requirements for contractors, the June 2015 SIM Standard was the first enterprise-wide standard on the subject. It required all SCE contractors to immediately report all injuries and illnesses beyond first aid (including close calls) to their ER. This broadened enterprise-wide reporting standard and scope of reportable incidents exceed the reporting required by DOSH (or formerly and more commonly referred to as Cal/OSHA). Within one business day, the contractor then must complete the Contractor Incident and Investigation Report form and submit it to CH&S, Supply Management and the ER. Within five business days, the contractor must submit Section 2 of that Report which

contains its investigation results. This investigation form requires the contractor to identify the cause and recommend corrective actions. SCE can then require the contractor to make changes or improvements in the incident report if SCE finds it unsatisfactory.

The Settlement Agreement further builds on the above pre-OII voluntary safety enhancement requirements by making CH&S responsible for reviewing all lessons learned and appropriate corrective actions from incidents involving contractors and subcontractors. Where appropriate, the Settlement Agreement requires SCE, through its CH&S, to initiate all necessary enterprise-wide safety enhancement response(s).

1.4 The Huntington Beach OII Proceeding

Pursuant to its investigative authorities under Code § 315 and Rule 5.1 of the Commission's Rules of Practice and Procedure (Rules), on November 5, 2015, the Commission issued this OII (Huntington Beach OII) to investigate SCE's actions relating to the Accident by reviewing:

- SCE's compliance with the applicable State laws, GOs, regulations and rules including, without limitation, Code §§ 451, 314, and 582;
- Whether any of SCE's acts or omissions contributed to the Accident;
- What actions SCE has taken, or should take, to prevent another similar incident from occurring (including an examination of whether "industry best practices" exist and, if so, whether SCE has incorporated these practices into its operations);
- The necessary breadth of those actions, including whether they should be area-specific or system-wide;
- SCE's decision not to disclose its Investigation Report and a list of documents SCE reviewed in its investigation to SED; and

- Any fines or penalties the Commission believes should be imposed on SCE for any possible violations that are proven in this investigation.

On January 5, 2016, the assigned Commissioner and Administrative Law Judge (ALJ) held a prehearing conference (PHC). SCE and SED agreed with the preliminary scope of this proceeding as set forth in the Huntington Beach OII, noted some discovery issues and agreed to explore ways to move forward on those issues. The Assigned Commissioner and ALJ directed the parties to meet and confer and submit a joint proposed schedule and a discovery dispute status report by January 15, 2016.

SCE and SED thereafter conferred regarding their discovery dispute and agreed that in lieu of receiving SCE's Investigation Report, SED would propound detailed factual data requests to SCE regarding the Accident and SCE's corrective actions. SCE responded to SED's data requests. SCE and SED submitted their joint proposed schedule and discovery status update on September 1, 2016, as directed, noting that they resolved their discovery dispute.

SED and SCE (the Settling Parties) began settlement discussions in early May 2016. The Settling Parties advised the ALJ of the progress of negotiations and reported that they were working toward finalizing the Settlement Agreement and filing a motion for its approval by the end of October 2016.³ At the request of the Settling Parties, the ALJ facilitated these discussions by extending deadlines for the submission of adversarial testimony and hearings and granting several deadline extensions to submit a motion to approve

³ The Settling Parties submitted several settlement status updates on August 1, September 1, and October 24, 2016. Each update confirmed that the Settling Parties are making progress toward a settlement, and the October 24, 2016 report indicated that they were finalizing a settlement agreement and planning to file a joint motion for adoption of the settlement agreement in the very near future.

settlement. Eventually, the Settling Parties reached a settlement (the Settlement Agreement, attached as Appendix A). Because there are no other parties to this proceeding, the Settling Parties have not held the Rule 12.1(b) settlement conference.

1.5 The Motion and The Proposed Settlement Agreement

On December 15, 2016, the Settling Parties filed the Joint Motion for Approval for Settlement Agreement to resolve the issues in the herein proceeding (Motion). Through the Settlement Agreement, the Settling Parties agree to settle, resolve, and dispose of all claims, allegations, liabilities, and defenses within the scope of the Huntington Beach OIL.

2. The Settlement Agreement

In general, the three main components to the Settlement Agreement are a fine, additional safety enhancements, and admissions. The Settlement Agreement also contains other general terms. The three main components of the Settlement Agreement are discussed further below.

2.1. Fine

The Settlement Agreement includes a fine of \$2.010 million pursuant to Code §§ 2104.5, 2107 and 2108. SCE must pay this fine within 10 days of the effective date of this decision, to be deposited in to the state's General Fund.

The Settling Parties did not identify a specific number of violations nor the number of days associated with SCE's alleged imprudent safety oversight of the contractors at the Huntington Beach vault. However, they agreed to use the number of days Mr. Orozco was employed by CAM for the purpose of the fine calculation, which was 67 days. Using 67 days, the proposed fine of \$2.010 million comes to a fine of \$30,000 per day.

2.2. Additional Safety Enhancements

As for safety enhancements, the Settlement Agreement builds on SCE's post-Accident and pre-OII voluntary safety enhancements, detailed in Sections 1.3, 1.3.1, 1.3.2 and 1.3.3 of this decision and requires additional safety enhancements beyond those already adopted and implemented, as part of its post-Accident and pre-OII voluntary safety enhancements (SCE's Corrective Action Plan.) Based thereon, SCE, going forward, agrees to (i) further improve its processes for evaluating contractors and subcontractors through the use of a TPA, expanded qualification criteria, and a special field monitoring program for contractors and subcontractors requiring expedited retention, (ii) increase the frequency of observing contracted field work by SCE representatives or their designee(s); (iii) perform CSQA to document implementation of contractual safety commitments; and (iv) employ personnel with special safety training to conduct field observations and assessments of Tier 1 contractors.

Under the Settlement Agreement, all these additional safety enhancements and changes to SCE's Contractor Safety Program, including those added by the Settlement Agreement and Corrective Action Plan, will be implemented by no later than the end of calendar year 2017. SCE will also submit quarterly reports to SED regarding its progress, implementation and performance of the enhancements to its Contractor Safety Program for two years after the Settlement Agreement is final.

Specifically, those additional safety enhancements include following changes to its safety programs and policies and standards relating to Tier 1 contractor. SCE agrees to implement Tier 1 Contractor Safety Program and revised Handbook for Contractors which are attached hereto as Appendix B and

C, respectively. These additional safety enhancements will strengthen its Tier 1 Contractor Safety Program by:

- 1) Retaining a TPA who will collect safety data on potential contractors and subcontractors, evaluate the safety data according to SCE's criteria, and gather updated information annually on contractors and subcontractors previously found qualified for SCE work;
- 2) Expanding the criteria for Tier 1 contractor and subcontractor qualification which the TPA will use to evaluate the safety qualifications of Tier 1 contractors and subcontractors. The expanded criteria will include at a minimum: Total Recordable Incident Rate, Days Away, Restricted or Transferred Rate, five-year fatality history, and a three-year OSHA repeat citation history. The TPA also will evaluate the contractor's Injury and Illness Prevention Program and reported injuries to the public on a qualitative basis. The TPA will conduct a yearly evaluation of all SCE Tier 1 contractors and subcontractors;
- 3) Establishing safety scoring requirements for contractor and subcontractor performance based on historical performance and safety program review. Tier 1 contractors and subcontractors scoring high will generally be at or better than industry averages and will be eligible for work at SCE facilities. Tier 1 contractors and subcontractors scoring low will generally be substantially worse than industry averages and will not be eligible for work at SCE facilities. Tier 1 contractors and subcontractors scoring in the middle range will generally be worse than industry averages and shall be subject to additional review and other requirements to be retained by SCE;
- 4) Instituting a protocol for expedited retention of Tier 1 contractors and subcontractors whose retention is sufficiently urgent or specialized to preclude the ordinary TPA evaluation process. The protocol will include senior management approval from the

appropriate OUs and a special field monitoring program for such contractors and subcontractors that will remain in effect until the regular qualification process is complete;

- 5) Enhancing SCE's representative's field safety observations depending on the level of risk posed by the work, prior experience of the contractor and its workforce, prior safety record and TPA scoring;
- 6) Performing CSQA to determine if contractual safety commitments are implemented in the field using field observations and a review of contractor documentation and worker qualification;
- 7) Hiring full time Safety and Environmental Specialists (SES) to perform field monitoring including field observations and assessments of Tier 1 contractors. SES monitoring reports will be uploaded to a centralized data base for analysis and reporting;
- 8) Reviewing lessons learned and corrective actions from incidents involving contractors and subcontractors for possible enterprise-wide application; and
- 9) Submitting quarterly reports to SED regarding its progress, implementation and performance of the safety enhancements listed above for two years after the Settlement is final.

2.3. Admissions

In the Settlement Agreement, SCE admits as follows:

- 1) PAR did not seek SCE's approval to subcontract work to CAM;
- 2) When SCE later became aware that CAM was a PAR subcontractor, it did not object;
- 3) SCE did not manage or oversee the work performed by the CAM crew;

- 4) SCE did not evaluate Mr. Orozco's qualifications to perform work in accordance with accepted, safe practices;
- 5) SCE did not evaluate Mr. Orozco's familiarity with its electric facilities, schematics and plans; and
- 6) SCE did not provide specific instructions to Mr. Orozco on how he should safely perform work he was doing at the time the incident occurred.

SCE does not expressly admit that it is responsible for "ensuring" contractor safety. But because the Settlement Agreement is a compromise of the parties' positions to avoid a lengthy litigation, we accept SCE's general admissions of the underlying facts to be adequate here instead of insisting express admissions that it is responsible for "ensuring" contractor safety or finding that SCE's conduct related to this incident violated specific laws, Commission decisions or orders.

We however remind SCE that nothing in this Settlement Agreement relieves SCE from its safety responsibilities imposed on it by law or Commission rules, orders or decisions. This includes SCE's long standing duties under *Snyder v. Southern California Edison Company*,⁴ which prohibits it from delegating to an independent contractor responsibility for compliance with Commission safety rules and regulations governing activities that are a necessary part of its business as an owner and operator of utility facilities.

2.4. Miscellaneous Issues and Terms

The SED Report claimed that SCE "refused" to provide ESRB⁵ its Investigation Report and a list of all documents SCE reviewed in its own

⁴ 44 Cal.2d 793 (1955).

⁵ Commission's Electric Safety and Reliability Branch.

investigation of the incident, under a claim of attorney-client privilege. SED recommended that: SCE should provide SED its internal investigation report and all other information for which it has claimed attorney-client privileges, subject to appropriate protection for any confidential information.⁶

SCE acknowledges that it is entitled to assert claims of privilege and work product, but such claims could not and would not prevent SED from seeking and acquiring factual information regarding the incident from SCE.

During the discovery phase of this proceeding, the Settling Parties resolved this issue. SED agreed that in lieu of its demand for SCE's Investigation Report, SED would instead propound detailed data requests regarding the Accident and SCE's corrective actions. SCE responded to those data requests.

In sum, the previously disputed issue surrounding SCE's Investigation Report is moot. Going forward, the Settlement Agreement does not preclude SCE from claiming or SED from challenging any claim by SCE in future proceedings that SCE's investigation reports, root cause analyses or similar documents related to its investigations of incidents are protected from disclosure to SED under the attorney-client privilege and attorney work-product doctrine.

3. Standard of Review

The Settling Parties in their Motion seek Commission approval and adoption of the Settlement Agreement and its terms. Under Rule 12.1 of the Commission's Rules, to approve and adopt a settlement, the Commission must find that a settlement is reasonable in light of the whole record, consistent with law, and in the public interest.

⁶ SED Report at 12.

And for settlement agreements which include a fine or penalty, D.98-12-075 also sets forth the following five factors that must be examined in determining whether the proposed fine is reasonable:

- 1) The severity of the offense, including consideration of economic harm, physical harm, harm to the regulatory process, and number and scope of violations, with violations that cause physical harm to people or property being considered the most severe and violations that threatened such harm closely following;
- 2) The conduct of the utility in preventing, detecting, disclosing and rectifying the violation;
- 3) The financial resources of the utility (to ensure that the degree of wrongdoing comports with the amount of fine and is relative to the utility's financial resources such that the amount will be an effective deterrence for that utility while not exceeding the constitutional limits on excessive fines);
- 4) The amount of fine in the context of prior Commission decisions; and
- 5) The totality of the circumstances in furtherance of the public interest.⁷

The above factors closely mirror the considerations listed in Code § 2104.5.⁸ While that code section applies to gas pipeline safety, the Commission has analogously applied its applications in other types of proceedings.⁹

⁷ D.98-12-075 at 10 (listing the five factors).

⁸ See Code § 2104.5.

⁹ See, e.g., D.11-11-001 (OII into the Operations and Practices of PG&E regarding the Gas Explosion and Fire on December 24, 2008 in Rancho Cordova, California in I.10-11-013); and D.04-09-062 (OII into the operations, practices, and conduct of Pacific Bell Wireless LLC dba Cingular Wireless in I.02-06-003).

4. Discussion

4.1. Overview

The preliminary scope of this proceeding was set in the Huntington Beach OII and later confirmed in the Assigned Commissioner's Scoping Memo Ruling which provided that the purposes of this investigation proceeding are to examine SCE's actions and omission's surrounding the Accident,¹⁰ determine appropriate corrective measures, if appropriate,¹¹ and impose fine or other remedies, if appropriate.¹²

As discussed below, the Settlement Agreement addresses all issues in the scope of this proceeding, including SED's recommendations, meets the Rule 12.1(d) requirements, and is reasonable under D.98-12-075 five-factor analysis. Because the Settlement Agreement involves a proposed fine, we will first discuss the reasonableness of the proposed fine by reviewing the five factors, under D.98-12-075. Then we will discuss how the Settlement Agreement as a whole addresses all issues in this proceeding, including SED's recommendations, and complies with Rule 12.1(d) requirements.

¹⁰ See first two issues identified in the Huntington Beach OII and Scoping Ruling: (1) Review SCE's compliance with the applicable safety laws, GOs, regulations and rules including Code §§ 451, 314, and 582; and (2) Examine whether any of SCE's acts or omissions contributed to the Accident.

¹¹ See second two issues identified in the Huntington Beach OII and Scoping Ruling: (1) Review actions SCE has taken, or should take, to prevent another incident from occurring (including an examination of whether "industry best practices" exist and, if so, whether SCE has incorporated these practices into its operations); and (2) Determine the necessary breadth of those actions, including whether they should be area-specific or system-wide.

¹² See last two issues identified in the Huntington Beach OII and Scoping Ruling: (1) Review whether SCE should have disclosed its Investigation Report and a list of documents SCE reviewed in its investigation on to SED (issue is moot); and (2) Determine whether any fines or penalties should be imposed on SCE for any possible violations that are proven in this investigation.

4.2. Reasonableness of the Proposed Fine Under D.98-12-075

4.2.1. Severity of Offense

The first factor under D.98-12-075 is the severity of the offense. The severity of the offense factor takes into account physical and economic harms, harm to the regulatory process and the number and scope of violation. In view of those four considerations, as discussed below, severity of offense here is very high.

The most apparent and notable of the considerations here is the physical harm. D.98-12-075 provides that the most severe violations are those that cause physical harm to people or property, with violations that threatened such harm closely following.¹³ Here, Mr. Orozco died as a result of this Accident. Such loss of human life presents the most severe form of offense or violation.

As for the economic harm, D.98-12-075 provides that the severity of a violation increases with (i) the level of costs imposed on the victims of the violation, and (ii) the unlawful benefits gained by the public utility. Here, we can infer significant financial impacts to the family of the decedent which may be under litigation, and there is no evidence of unlawful gain or benefit to SCE resulting from this Accident. In fact, SCE also suffered property damage to its vault (the Accident location) and suffered operational impacts with all the attendant financial implications. Although the economic harm figures from this Accident have not been quantified and presented, we can surmise that economic harm here is undoubtedly significant.

As for the harm to the regulatory process, D.98-12-075 provides that a “high level of severity will be accorded to violations of statutory or Commission directives, including violations of reporting or compliance requirements.”

¹³ D.98-12-075 at 188-190.

Because the allegation by SED and related discovery dispute regarding SCE's refusal, *inter alia*, to provide its own internal Investigation Report based on claim of attorney-client privilege and/or work-product, are resolved and moot, the Settlement Agreement and SCE's admissions do not involve any Rule 1.1 violations, other ethical violations, or violations of reporting or compliance requirements associated with this Accident.

Last of the consideration for the severity of offense review is the number and scope of violations. Naturally, a "single violation is less severe than multiple offenses. A widespread violation that affects many consumers is a more severe than one that is limited in scope. For a 'continuing offense,' [] Code § 2108 counts each day as a separate offense."¹⁴ In the Huntington Beach OII, we are looking at a single incident, and we will view it, in the overall severity spectrum, as less than the severest of offense and not as a continuing violation.

Weighing all the above four considerations of the first factor, on balance, it seems the severity of the offenses which contributed to this Accident is high but not the highest. We therefore find that the proposed daily fine of \$30,000, instead of the statutory maximum daily fine of \$50,000, is justified here.

4.2.3. Conduct of the Utility

The second factor focuses on the utility's actions in preventing, detecting, disclosing and rectifying the violation. As discussed below, SCE's admitted conduct preceding the Accident contributed to the Accident. However, SCE's conduct following the Accident to promptly notify the Commission's SED, perform investigation and take voluntary corrective actions should also be recognized.

¹⁴ *Id.* at 72-73.

As to SCE's pre-Accident conduct, SCE acknowledges the unfortunate series of its admitted actions which preceded the Accident, which included its failure to detect unsafe practice and failure to prevent the Accident. If there was evidence of pattern of similar prior violations or intentional violations, they would be considered as aggravating factors. However, there is no such aggravating evidence in this case. The facts suggest this Accident involves an unfortunate and inadvertent isolated occurrence.

As for SCE's post-Accident and pre-OII conduct, we note that SCE reported the Accident on the same day as the Accident, and voluntarily updated its incident report. In addition, as detailed in Sections 1.3, 1.3.1, 1.3.2, and 1.3.3 above, after the Accident and before the OII was instituted, SCE significantly and voluntarily overhauled its safety practices and procedures concerning its contractors and subcontractors. This includes SCE's new enhanced review, oversight and monitoring of its contractors to better detect and prevent unsafe contractor activities, under its June 2015 SIM Corporate Standard (ST-1), which has been applied enterprise-wide. SCE has also agreed in this Settlement Agreement to further strengthen its already enhanced safety practices and procedures and to implement significant additional enhancements to its Contractor Safety Program. These are important factors that mitigate against the imposition of a penalty larger than the one agreed to in this Settlement Agreement.

Upon weighing the above aggravating and mitigating facts, on balance, we find that the proposed fine, which is less than the maximum daily fine of \$50,000, is reasonable in light of the notable mitigating pre-OII actions of SCE and the additional safety enhancement commitments in the Settlement Agreement. We

therefore find that the daily fine of \$30,000, as proposed, is justified upon our review of this second factor.

4.2.4. Financial Resources of the Utility

The third factor is the financial resources of the utility. Here, the Commission must ensure against excessive fines while imposing an effective fine.¹⁵ In D.98-12-075, the Commission explained:

Effective deterrence ... requires that the Commission recognize the financial resources of the public utility in setting a fine which balances the need for deterrence with the constitutional limitations on excessive fines. Some California utilities are among the largest corporations in the United States and others are extremely modest, one-person operations. What is accounting rounding error to one company is annual revenue to another. The Commission intends to adjust fine levels to achieve the objective of deterrence, without becoming excessive, based on each utility's financial resources.¹⁶

In other words, an effective fine is one that reflects the severity of the harm (the first factor examined above) and is also proportionate to the offending entity. That means a fine should be high enough to impact the offending entity in such a way to send an effective message to the offending entity and those similarly situated to deter future similar accidents, without putting them out of business.¹⁷

Here, SCE is one of the large investor-owned energy utilities in California with significant financial resources and sizable budget (with rate base requirements in excess of \$5 billion per year) to support its operation.¹⁸ In

¹⁵ *Id.* at 7.

¹⁶ *Id.* at 58-59.

¹⁷ *Ibid.*

¹⁸ *Ibid.*

addition, as against another larger investor-owned utility, PG&E, the Commission recently assessed a fine of \$2.300 million for a very similar subcontractor fatality accident which occurred during the demolition of an unused fuel oil tank at PG&E's Kern Power Plant which led to the Commission's issuance of an OII in that instance (Kern Power Plant Fatality OII).¹⁹ Kern Power Plant Fatality OII is further discussed in the next section. In fact, SED expressly recommended in the SED Report that decision, D.15-07-014, including the settlement agreement adopted therein with fine and corrective plan, should guide the Commission in this Huntington Beach OII because the facts and issues presented were so similar.

With that backdrop, for SCE, a fine of \$2.010 million, slightly lower than fine assessed against PG&E for its Kern Power Plant Fatality OII, is appropriate and reasonable for this Accident. Although SCE's fine amount here is lower than that assessed against PG&E, it is fair and reasonable in view of SCE's smaller operation (as compared to PG&E) and SCE's post-Accident mitigating conduct. This fine amount is reasonably proportionate to SCE and is proportionate to the severity of safety violations at issue, which was mitigated, in part, by SCE's pre-OII safety response to the Accident. This fine sends the message to SCE and other utilities, that safety must be taken seriously and the same or similar future violations must be prevented. This fine comports with the degree of wrongdoing and is relative to the utility's financial resources such that the amount will be an effective deterrence for that utility while not exceeding the constitutional limits on excessive fines.

¹⁹ D.15-07-014.

4.2.5. Comparisons to Prior Commission Decisions

The fourth factor is whether the fine is reasonable in light of the Commission's prior decisions. The Settling Parties presented several recent Commission decisions involving allegations of safety related violations and fines, as follows:

PG&E Kern Power Plant Fatality OII Decision (D.15-07-014)

Of the recent proceedings before the Commission, PG&E Kern Power Plant Fatality OII proceeding is the most comparable proceeding, factually and legally, to the Huntington Beach OII. The PG&E Kern Power Plant Fatality OII proceeding, as with Huntington Beach OII, involved an investigation into an accident resulting in a subcontractor fatality. The accident happened during a project to demolish a fuel oil tank at the PG&E's Kern Power Plant. SED alleged that PG&E failed to provide necessary safety oversight over the subcontractor work, raising the issue of utility's safety duties when the utility's contractors or subcontractors work on utility's property. Upon SED's investigation and the institution of the OII into that accident, a settlement was reached, and it resulted in D.15-07-014 which adopted the settlement agreement which included PG&E's admissions and acceptance of responsibility for failing to provide adequate safety oversight, an agreement to pay a fine of \$2.3 million, an agreement to implement a Corrective Action Plan (PG&E's agreement to implement safety enhancements, on a company-wide basis) and a ratemaking offsets.²⁰

PG&E Mission Substation Fire OII Decision (D.06-02-003)

This OII looked into an accident at PG&E's Mission Substation, which did not involve a fatality. In this decision, the Commission approved a settlement agreement between PG&E and SED to resolve SED's allegation, *inter alia*, that the fire was the result of PG&E's failure to prevent an unsafe condition. Under this settlement, PG&E agreed to pay a fine of \$500,000 and to undertake a number of remedial measures. This settlement was reached after PG&E had served its prepared testimony in which it admitted that its failure to follow its own fire protection recommendations exacerbated the extent of the fire and the extent of the resulting outage.

Malibu Canyon Fire OII / Decision Adopting Settlement 1 – SCE (D.13-09-028)

This OII looked into the fire which broke out in Malibu Canyon involving SCE (OII.09-01-018), which did not involve a fatality. In this decision, the Commission approved a settlement agreement between SCE and SED, after an investigation into a fire caused by several downed utility poles. SCE, there, admitted that one of its poles was overloaded in violation of GO 95 due to the facilities that were attached to the pole by another utility. SCE also admitted it violated Code § 451 when it failed to take prompt action to prevent pole overloading. Finally, SCE admitted that it violated Rule 1.1 of the Commission's Rules when it withheld pertinent

²⁰ PG&E agreed to some ratemaking offsets to fund safety improvements for its customers in that case; however, as the Settling Parties correctly note, such ratemaking offset issue does not apply to the Huntington Beach OII.

information from SED and the Commission. As a result, SCE agreed to pay a fine of \$20 million and also agreed to assess utility poles in the Malibu area for compliance with GO 95 safety factors and SCE's internal safety standards.

**Malibu Canyon Fire OII / Decision Adopting Settlement 2 –
Carrier Settlement (D.12-09-019)**

Also in the above Malibu Canyon Fire investigation, OII.09-01-018, the Commission conditionally approved a settlement agreement between SED and several telecommunications carriers (AT&T, Sprint, and Verizon Wireless) - the Carrier Settlement Agreement. SED alleged safety GO 95, Rule 1.1, and Code § 451 violations against AT&T, Sprint, and Verizon Wireless. Under the settlement, the carriers expressly acknowledged unsafe conditions which violated GO 95 and agreed to pay a total of \$12 million each. Of the combined \$12 million, \$6.9 million was paid as fine and the remainder was allocated to safety enhancement programs (*e.g.*, projects to survey joint-use poles in SCE's service territory for compliance with GO 95 safety factor requirements and strengthen utility poles in Malibu Canyon.)

**Malibu Canyon Fire OII / Decision Adopting Settlement 3 –
NextG (D.13-09-026)**

The Commission approved another settlement in the above Malibu Canyon Fire investigation between SED and telecommunications carrier NextG. SED also alleged safety GO 95, Rule 1.1, and Code § 451 violations against NextG. In settlement, NextG made significant and specific factual admissions regarding its safety violations and Rule 1.1 violation. It agreed to pay \$8.5 million and to conduct a statewide safety audit of its pole attachments to assure compliance with GO 95.

The Settling Parties presented the above five decisions as general points of reference on how the Commission has resolved recent safety proceedings. They provide a wide range of outcomes. We find the majority of the circumstances underlying the above decisions and related legal issues are distinguishable from those of Huntington Beach OII.²¹ For these reasons, we disregard the last four decisions listed above as unhelpful in our review here.

²¹ The latter four cited decisions, referenced by the Settling Parties and noted above, present significantly dissimilar factual and legal issues as compared those of the Huntington Beach OII. None of these four cases involve contractors or subcontractors safety issues, and none of these four cases involve loss of life. The last three involve telecommunications companies' attachments to energy utility poles and related safety and maintenance issues. Last two involve telecommunications companies, not energy utility. Most involve significantly more specific legal and liability admissions (*e.g.*, Rule 1.1 violations and the violation of Commission GOs or safety laws). All do not present notable pre-OII actions that justify mitigation.

In contrast, PG&E Kern Power Plant Fatality OII Decision, the first decision above, is both comparable factually and legally to the facts before us here. We therefore will look to it for guidance. The PG&E Kern Power Plant Fatality OII, as in this Huntington Beach OII, involved a subcontractor fatality resulting from an isolated accident on the utility's property. Following the institution of the Kern Power Plant Fatality OII to initiate an investigation proceeding, PG&E and SED reached a settlement agreement in that proceeding, and the Commission approved that settlement agreement in D.15-07-014 (PG&E Settlement).

Similar to the Settlement Agreement in this Huntington Beach OII, in the PG&E Settlement, PG&E made several admissions²² that its contractor oversight was not as vigilant as it should have been. Also, PG&E agreed, *inter alia*, to implement, as SCE agreed to do, on a company-wide basis, a Corrective Action Plan that includes a Contractor Safety Program and Enterprise Causal Evaluation Standard and pay a significant fine (\$2.300 million), as SCE agreed to do.²³

There are some differences in the issues presented in the PG&E Settlement and the Settlement Agreement here. First, PG&E did not undertake voluntary pre-OII safety enhancements; but SCE did. Second, PG&E made express admissions of violations of safety laws and Rule 1.1 of the Commission's Rules; but SCE's admissions are more general. These distinctions are notable and justify a lower fine of \$2.010 million in this Huntington Beach OII than that imposed on PG&E in the Kern Power Plant Fatality OII, which was \$2.300 million.

²² D.15-07-014 at 12; *See also*, Appendix A at 18.

²³ PG&E also agreed to \$3.2 million in ratemaking offsets to fund safety improvements for its customers in that case; however, as the Settling Parties correctly note, such ratemaking offset issue does not apply to the Huntington Beach OII.

That said, as for the comparison of the safety enhancements between the two cases, we find that the enhancements set forth in the Settlement Agreement and agreed to by SCE in this Huntington Beach OII are also consistent with the corrective actions PG&E agreed to take as part of the settlement approved in Kern Power Plant Fatality OII and D.15-07-014, which requires, *inter alia*:

- Development and implementation of a contractor safety program standard;
- Pre-qualification of contractors performing high-risk work;
- Standard safety contract terms for both contractor obligations and utility rights;
- Safety oversight in the field;
- Safety performance evaluation at end of the job or at regular intervals for continuing contractors;
- Involvement of Corporate Health & Safety; and
- Enterprise-wide consideration of lessons learned from safety; and incidents including those involving contractors.

Finally, we also give weight to SED's opinion, set forth in the Motion, that SCE's Contractor Safety Program resulting from the Settlement Agreement is comparable to, if not an improvement in many respects upon, the contractor safety program that PG&E agreed to implement in the Kern Power Plant Fatality OII settlement.

In sum, upon comparison of the Huntington Beach OII Settlement Agreement to PG&E Kern Power Plant Fatality OII decision, including the adopted settlement agreement therein, and in view of the mitigating facts in this Huntington Beach OII, that were not present in the PG&E Kern Power Plant fatal accident case, we find that a fine of \$2.010 million, slightly lower than that imposed in PG&E case, is reasonable.

4.2.6. Totality of the Circumstances

The fifth and final factor we consider in evaluating the proposed fine is the totality of the circumstances, with an emphasis on protecting the public interest. As we discussed in detail above, a \$2.010 million in fine is reasonable, looking at all the circumstances, including both mitigating and aggravating factors. SCE's degree of wrongdoing, particularly its pre-Accident conduct discussed above, has been acknowledged by its admissions. On the other hand, SCE swiftly acted to report, investigate and implement corrective safety plan after the Accident – all before the institution of this OII or the Commission's issuance of any directive. This post-Accident conduct therefore serves as a mitigating factor here.

That said, we cannot stress enough the importance of the safe practices and the attendant public interests. We must protect the public interest by assessing a fine sufficient to deter another similar tragedy. In D.98-12-075, the Commission explained the policy of deterrence to justify a fine:

The purpose of a fine is to go beyond restitution to the victim and to *effectively deter further violations* by this perpetrator or others...Effective deterrence creates an incentive for public utilities to *avoid violations*. Deterrence is particularly important against violations which could result in public harm, and particularly against those where severe consequences could result. [*Emphasis added.*]²⁴

As we try to determine whether the proposed fine would be an effective deterrence, we also acknowledge that the proposed fine combined with other elements of the Settlement Agreement, further numerous public interest benefits by adopting the fine, as proposed in the Settlement Agreement.

²⁴ D.98-12-075 at 54.

First, by ordering this fine of \$2.010 million, we deter future similar safety violations and incentivize SCE and other utilities to work more diligently to ensure that a similar incident does not recur.

Second, we cannot ignore the fact that the fine is accompanied by other significant settlement terms such as the various safety enhancements to SCE's Contractor Safety Program which promotes public interest. SCE's contract workers will benefit from implementation of the Settlement Agreement's enhancements to the Contractor Safety Program. The enhanced Contractor Safety Program will improve the way SCE manages contractor safety and that, when serious safety incidents do occur, SCE will investigate the cause of the incident and take corrective action to significantly reduce the risk of similar incidents in the future. We recognize that it would have been difficult, through litigation, to craft similarly thoughtful and thorough ready-to-implement enhancements to the Contractor Safety Program comparable to those contained in the Settlement Agreement.

Third, by adopting this fine and the Settlement Agreement, all the proposed safety enhancements will be rolled out without further delay, and safer procedures and practices will be implemented sooner than if this OII were to be litigated and further implementation delay occurs.

Fourth, to settle this litigation, SCE has agreed to a penalty of \$2.01 million. The only parties to this proceeding, SED and SCE, have cooperated to negotiate the terms of the Settlement Agreement. No unresolved contested factual or legal issues remain in the proceeding. The Settlement Agreement is in the public interest because, avoiding litigation, conserves Commission and party resources. We recognize that the public interest is served by reducing the expense of litigation, conserving scarce resources and allowing parties to eliminate the risk

of uncertain litigated outcome. Thus, by adopting this fine and the Settlement Agreement, it will avoid increased litigation while conserving public resources.

The Settlement Agreement and the proposed fine achieve these public interest benefits, and based on all the foregoing public interest benefits, the fine of \$2.010 million is reasonable and appropriate under D.98-12-075.

4.3. Approval of Settlement Agreement Under Rule 12.1

In the previous Section 4.2 of this decision, we scrutinized the proposed fine amount, in the context of the Settlement Agreement, and found the proposed fine reasonable under D.98-12-075 five-factor analysis. As discussed below, we now turn to the whole of the Settlement Agreement to discuss how it addresses all issues in this proceeding and meets the requirements of Rule 12.1(d) of the Commission's Rules that it is reasonable in light of the whole record, consistent with law, and in the public interest.

4.3.1. Issues within the Scope of the Huntington Beach Oil

By this Settlement Agreement which consists of \$2.010 million in fine, admissions and comprehensive safety enhancements concerning SCE's contractors and subcontractors, the issues within the scope of this proceeding (set in the Huntington Beach Oil and later confirmed in the Assigned Commissioner's Scoping Memo Ruling) have been adequately addressed.

The Assigned Commissioner's Scoping Memo Ruling provides that the purposes of this investigation proceeding is to examine SCE's actions and omission's surrounding the Accident,²⁵ determine appropriate corrective measures, if appropriate,²⁶ and impose fine or other remedies, if appropriate.²⁷

²⁵ See, *supra*, fn. 11.

²⁶ See, *supra*, fn. 12.

Here, SED's Report evidences SED's careful investigation of SCE's actions and omission's surrounding the Accident, including SED's recommendations. Although SCE does not make specific admissions of violating any particular law or rule, for compromise and settlement purposes, SCE's admissions of the underlying facts (discussed above) in the Settlement Agreement adequately addresses the first two issues within the scope of this proceeding, which are: (1) review SCE's compliance with the applicable safety laws, GOs, regulations and rules including, without limitation Code §§ 451, 314, and 582; and (2) examine whether any of SCE's acts or omissions contributed to the Accident.

Also, prior to our institution of this OIL, SCE had voluntarily adopted and implemented numerous corrective measures and safety enhancements. SCE made even further commitments to adopt additional safety measures beyond those already implemented in the Settlement Agreement. SED opines that SCE's commitment to corrective actions in the Settlement Agreement is consistent with those measures taken in the recent comparable safety case, in PG&E Kern Power Plant Fatality proceeding. This component of SCE's Settlement Agreement sufficiently addresses the second set of issues within the scope of this proceeding, which are: (1) review what actions SCE have taken, or should take, to prevent another incident from occurring (including an examination of whether "industry best practices" exist and, if so, whether SCE has incorporated these practices into its operations); and (2) determine the necessary breadth of those actions, including whether they should be area-specific or system-wide.

Lastly, as discussed in detail in foregoing Section 4.2.3 of this decision, the proposed fine of \$2.010 million is appropriate under the circumstances and

²⁷ See, *supra*, fn. 13.

addresses the last remaining issue²⁸ within the scope of this proceeding, which is: whether any fines or penalties should be imposed on SCE for any possible violations that are proven in this investigation.

4.3.2. Settling Parties' Positions

The Settling Parties also contend, the Settlement Agreement adopts a contractor safety enhancement plan that resolves each of the five recommendations in SED's Report by the end of 2017. To arrive at the Settlement Agreement, the Settling Parties have worked together, cooperatively, to understand the lessons learned from the Accident and develop enhancements to SCE's Contractor Safety Program that will improve the way SCE manages contractor safety at its job sites, investigates serious safety incidents, and applies the lessons learned throughout its business. In their jointly filed Motion, they contend approval of this Settlement Agreement will signal the Commission's endorsement of pro-safety collaborations as a highly effective means of promoting safety advancements.

The Settling Parties contend SCE's current Contractor Safety Program is already a significant improvement over the program that existed at the time of the Accident and the additional enhancements in the Settlement Agreement will further advance contractor safety for work performed on SCE's facilities. The Settling Parties contend it is unlikely that litigation would have resulted in ready-to-implement enhancements to the Contractor Safety Program comparable to those contained in the Settlement Agreement. Moreover, the Settling Parties

²⁸ Although the Huntington Beach OII and Scoping Ruling included another issue (review of whether SCE should have disclosed its Investigation Report and a list of documents SCE reviewed in its investigation to SED), as discussed in Section 2.4 of this decision, this issue is now moot.

contend the Settlement Agreement minimizes the time, expense, and uncertainty of further litigation.

In terms of the three components of the Settlement Agreement, the Settling Parties contend that:

- 1) The proposed fine of \$2.010 million (a) is not excessive, (b) should be an amount that will effectively deter SCE from future similar accidents, (c) is reasonable and appropriate, under the particular facts surrounding this OII, (d) generally in line with the fine assessed in PG&E Kern Power Plant Fatality case, and (e) falls within a range that fairly reflects the facts involved and the differing legal positions of the Settling Parties when evaluated against the possible statutory fines and the uncertainty of the results of a fully litigated outcome;
- 2) SCE's admissions demonstrate accountability and responsibility for SCE's role in this tragic Accident; and
- 3) SCE's proactive safety enhancements (a) show true commitment to improve contractor and sub-contractor safety, (b) consistent with corrective measures adopted by PG&E in its Kern Power Plant Fatality case, and (c) will significantly improve SCE's evaluation of contractor and subcontractor safety practices and that SCE will apply lessons learned across the entire enterprise to significantly reduce the risk of similar incidents in the future.

4.3.3. Rule 12.1(d)

For the reasons stated above, including Sections 4.3.1 and 4.3.2 above, we find that the Settlement Agreement appropriately resolves the issues in the Huntington Beach OII; and the Settlement Agreement is reasonable in light of the record, consistent with law and precedent, and in the public interest. Therefore, the Settlement Agreement is approved and adopted, without modification.

As discussed, this Settlement Agreement includes a fine and safety program enhancements intended to avoid similar accidents in the future. SCE already and voluntarily improved its Contractor Safety Program after the Accident. SCE's additional proactive steps (by its commitments in the Settlement Agreement) toward an even more comprehensive Contractor Safety Program are also significant. Those pre-OII and post-OII conduct of SCE are mitigating factors we consider in approving the proposed fine here. We also note the safety benefits of SCE's agreed-upon further enhancements to its Contractor Safety Program in the Settlement Agreement; and these too mitigate against the need for the deterrent effect of a larger fine than that proposed here.

As discussed above, the Settlement Agreement, including the fine, is consistent with D.98-12-075 and Code §§ 2104.5, 2107 and 2108, and as discussed here, it is also consistent with *Snyder v. Southern California Edison Company*.²⁹ In *Snyder v. Southern California Edison*, SCE was found to have unlawfully delegated safety rule compliance and oversight responsibility to an independent contractor; and the California Supreme Court prohibited SCE from delegating to an independent contractor its responsibility for compliance with Commission safety rules and regulations governing activities that are a necessary part of its business as an owner and operator of utility facilities.³⁰

Consistent with *Snyder v. Southern California Edison*, here, we are persuaded that the SCE's enhanced Contractor Safety Program will ensure a more effective on-going safety program at SCE to ensure SCE's compliance with its safety duties (concerning contractors and subcontractors.) With the

²⁹ 44 Cal.2d 793, 799-801 (1955).

³⁰ 44 Cal.2d at 799.

implementation of the Corrective Action Plan, this should reduce the likelihood of a similar incident happening in the future.

The proposed fine, the safety measures SCE proposes to implement and the admissions by SCE, all show that SCE has taken proper responsibility for its role in the Accident. SCE's workers, stretching to its subcontractors, around the state will benefit from these safety measures being implemented and it will provide them training to make them better aware of the risks involved with their work.

By this Settlement Agreement, SCE also accepts its role in this tragic Accident and takes away important safety lessons learned from it. Payment of the proposed fine will serve as a reminder and deterrence toward preventing similar tragedies in the future.

Finally, we recognize and give due weight to SED's recommendations, thoughtfully negotiated settlement terms and recommended fine amount of \$2.010 million, as the appropriate set of remedies in this instance to promote public interest.

Under the Settlement Agreement, SED will continue to monitor SCE's implementation of its Contractor Safety Program to ensure the safety benefits are realized. The Settling Parties believe and we agree that the Settlement Agreement results in a reasonable outcome considering these precedents and the criteria discussed in this section. We therefore conclude that the Settlement Agreement is a fair and reasonable resolution of this OII, and is reasonable in light of the record, consistent with law, and in the public interest.

5. Categorization and Need for Hearing

The Hunting Beach OII categorized this proceeding as adjudicatory and determined that hearings might be required. No hearings have been held and

following the filing of the uncontested, all-party settlement, we find that no hearings are needed to resolve this proceeding.

6. Waiver of Comment Period

This is an uncontested matter in which the decision grants the relief requested. Accordingly, pursuant to Section 311(g)(2) of the Public Utilities Code and Rule 14.6(c)(2) of the Commission's Rules of Practice and Procedure, the otherwise applicable 30-day period for public review and comment is waived.

7. Assignment of Proceeding

Liane M. Randolph is the assigned Commissioner and Kimberly H. Kim is the assigned ALJ in this proceeding.

Findings of Fact

1. In October of 2015, SED issued SED Report of its investigation of the Accident, which occurred on September 30, 2013, at the Huntington Beach underground vault owned by SCE.

2. Brandon Orozco, an employee of SCE's subcontractor, died as a result of the Accident.

3. Following the Accident, SCE promptly investigated the Accident and voluntarily made important improvements in its contractor safety programs and incident investigation practices and procedures; SCE did so prior to the Commission's institution of this Huntington Beach OII; and these voluntary and pre-OII safety enhancements improved SCE's contractor safety programs well before this OII was instituted.

4. SCE's voluntary and pre-OII safety enhancements are amongst the mitigating factors we considered here in evaluating the reasonableness of the fine.

5. Based on SED Report of October 2015, the Commission initiated the Huntington Beach OII to investigate the Accident.

6. SCE and SED are the only parties to this proceeding, and they have negotiated an all-party settlement agreement to resolve all of the issues in the above entitled investigation proceeding (Settlement Agreement) and filed their Motion recommending it for our approval.

7. The three components of the Settlement Agreement are: SCE's agreement to pay a fine of \$2.010 million; SCE's agreement to improve its safety practices and procedures; and SCE's admissions.

8. In their fine calculation, the Settling Parties used the number of days Mr. Orozco was employed by CAM, which was 67 days; and using 67 days, the total fine of \$2.010 million, proposed and recommended by the Settling Parties, equates to a daily fine of \$30,000.

9. As for safety enhancements, the Settlement Agreement builds on SCE's post-Accident and pre-OII voluntary safety enhancements, and requires numerous additional safety enhancements beyond those already adopted and implemented, (SCE's Corrective Action Plan), including SCE's agreement to (a) improve its processes for evaluating contractors and subcontractors through use of a TPA, expanded qualification criteria, and a special field monitoring program for contractors and subcontractors requiring expedited retention, (b) increase the frequency of observing contracted field work by SCE representatives or their designee; (c) perform CSQA to document implementation of contractual safety commitments; and (d) employ personnel with special safety training to conduct field observations and assessments of Tier 1 contractors.

10. In the Settlement Agreement, SCE admits that:

- (a) PAR did not seek SCE's approval to subcontract work to CAM;
- (b) When SCE later became aware that CAM was a PAR subcontractor, it did not object;
- (c) SCE did not manage or oversee the work performed by the CAM crew;
- (d) SCE did not evaluate Mr. Orozco's qualifications to perform work in accordance with accepted, safe practices;
- (e) SCE did not evaluate Mr. Orozco's familiarity with its electric facilities, schematics and plans; and
- (f) SCE did not provide specific instructions to Mr. Orozco on how he should safely perform work he was doing at the time the incident occurred.

11. SCE does not expressly admit that it is responsible for "ensuring" contractor safety.

Conclusions of Law

- 1. The Motion should be granted.
- 2. The Settlement Agreement should be approved and adopted, without modification.
- 3. The Settlement Agreement is reasonable in light of the whole record, consistent with law, and in the public interest, consistent with Rule 12.1(d) of the Commission's Rules.
- 4. The Settlement Agreement adequately addresses all the issues in the scope of this proceeding, including SED's recommendations.
- 5. The Settlement Agreement is consistent with *Snyder v. Southern California Edison Company*.

6. The fine proposed in the Settlement Agreement is reasonable under D.98-12-075 five-factor analysis, Code §§ 2104.5, 2107 and 2108.

7. Upon comparison of the Huntington Beach OII Settlement Agreement to PG&E Settlement in the Kern Power Plant Fatality OII, and in view of the mitigating facts in this Huntington Beach OII, that were not present in the PG&E Kern Power Plant fatal accident case, the recommended fine of \$2.010 million, is reasonable.

8. SED should monitor, as set forth in the Settlement Agreement, SCE's implementation of its Contractor Safety Program to ensure the safety benefits are realized.

9. Because the Settlement Agreement is a compromise of the parties' positions, SCE's general admissions here is adequate.

10. Nothing in this Settlement Agreement relieves SCE from any safety responsibilities imposed on it by law or Commission rules, orders or decisions, including SCE's long standing duties under *Snyder v. Southern California Edison Company*, which prohibits it from delegating to an independent contractor responsibility for compliance with Commission safety rules and regulations governing activities that are a necessary part of its business as an owner and operator of utility facilities.

11. The issue surrounding SCE's Investigation Report and assertion of, *inter alia*, attorney-client privilege and/or work-product doctrine is moot.

12. Hearings are not needed.

ORDER

IT IS ORDERED

that:

1. The Settlement Agreement between the Safety and Enforcement Division and Southern California Edison Company, attached to this order as Appendix A, is approved and adopted, without modification.

2. The Joint Motion for Approval for Settlement Agreement filed by the Safety and Enforcement Division and Southern California Edison Company, on December 16, 2016, to resolve the issues in the herein proceeding, is granted.

3. Southern California Edison Company's Tier 1 Contractor Safety Program and revised Handbook for Contractors are approved and attached hereto as Appendix B and C, respectively.

4. Southern California Edison Company, as required under the Settlement Agreement approved in Ordering Paragraph 1, shall pay a fine totaling \$2,010,000 to the State of California General Fund within ten days from the effective date of this order. Payment shall be made by check or money order payable to the California Public Utilities Commission and mailed or delivered to the Commission's Fiscal Office at 505 Van Ness Avenue, Room 3000, San Francisco, CA 94102. SCE shall write on the face of the check or money order "For deposit to the State of California General Fund per Decision 17-06-028" with "Decision 17-06-028" being the Commission-designated number for today's decision.

5. All money received by the Commission's Fiscal Office pursuant to Ordering Paragraph 4 shall be deposited or transferred to the State of California General Fund as soon as practical.

6. The Safety and Enforcement Division shall monitor Southern California Edison Company's (SCE's) implementation of the corrective actions under the Settlement Agreement, including SCE's implementation of its Contractor Safety Program, to ensure the safety benefits are realized.

7. Hearings are not needed.

8. Investigation 15-11-006 is closed.

The order is effective today.

Dated June 29, 2017, at San Francisco, California.

MICHAEL PICKER

President

CARLA J. PETERMAN

LIANE M. RANDOLPH

MARTHA GUZMAN ACEVES

CLIFFORD RECHTSCHAFFEN

Commissioners

Appendix A

SETTLEMENT AGREEMENT BETWEEN SOUTHERN CALIFORNIA EDISON CO. AND SAFETY AND ENFORCEMENT DIVISION OF THE CALIFORNIA PUBLIC UTILITIES COMMISSION RESOLVING ORDER INSTITUTING INVESTIGATION I. 15-11-006

Southern California Edison Company (SCE) and the Safety and Enforcement Division (SED) of the California Public Utilities Commission (CPUC or Commission) are hereinafter collectively referred to as the Settling Parties. On the following terms and conditions, the Settling Parties hereby agree to settle, resolve and dispose of all claims, allegations, liabilities and defenses within the scope of Commission proceeding I. 15-11-006 entitled "*Order Instituting Investigation on the Commission's Own Motion into the Operations and Practices of Southern California Edison Company (U338E); Notice of Opportunity for Hearing; and Order to Show Cause Why the Commission Should not Impose Fines and Sanctions for the September 30, 2013 Incident at a Huntington Beach Underground Vault*" ("Huntington Beach OII" or "proceeding"). This Settlement Agreement (Settlement) shall only become effective upon approval by the Commission in a written decision that has become final and is no longer subject to appeal.

This Settlement is entered into as a compromise of disputed claims and defenses in order to minimize the time, expense and uncertainty of continued litigation. The Settling Parties agree to the following terms and conditions as a complete and final resolution of all claims made by SED and all defenses raised by SCE in this proceeding. This Settlement constitutes the sole agreement between the Settling Parties concerning the subject matter of this Settlement. SCE brought no claims against SED in this proceeding.

I. PARTIES

A. The parties to this Settlement are SED and SCE.

B. SED is a division of the Commission charged with enforcing compliance with the Public Utilities Code and other relevant utility laws as well as the Commission's rules, regulations, order and decisions.

C. SCE is a public utility as defined by the California Public Utilities Code. It serves a population of nearly 14 million.

II. GENERAL RECITALS

On September 30, 2013, Brandon Orozco, a 5th step apprentice lineman employed by CAM Contractors (CAM), was fatally injured when he inadvertently removed an energized dead-break elbow while working in an SCE underground vault in Huntington Beach, California. CAM was a subcontractor to PAR Electrical Contractors (PAR). PAR was an SCE contractor. SED investigated this incident and submitted its investigation report in October 2015. On November 5, 2015, the Commission issued the Huntington Beach OII based upon the SED investigation and report.

The SED report concluded that SCE delegated safety responsibilities to its contractor in violation of Commission decisions and California law; failed to ensure that PAR and CAM did

their work safely; and refused to provide to SED a copy of its Investigation Report and list of documents reviewed on grounds of attorney-client privilege and the work product doctrine. SCE filed a Response to the Preliminary Scoping Memorandum on November 23, 2015 in which it asserted that SCE's own investigation report was prepared at the request of counsel for use in litigation and was therefore privileged, and it denied that utility use of contractors or subcontractors is an unlawful delegation of the duty to maintain a safe electric system.

The Assigned Administrative Law Judge and Assigned Commissioner directed the parties to meet and confer after the Prehearing Conference and submit a joint proposed schedule and discovery dispute status report by January 15, 2016. SED and SCE thereafter met and conferred and agreed that in lieu of demanding a copy of SCE's investigation report, SED would propound detailed factual discovery regarding the incident and SCE's corrective actions. SCE agreed to answer SED's data requests.

Beginning in early May 2016, SED and SCE held several meetings to discuss possible settlement of this proceeding; proposals and counterproposals were exchanged, eventually leading to this Settlement. The Settling Parties kept the Assigned ALJ advised of their progress, and the ALJ facilitated the negotiation process by extending deadlines for the submission of adversarial testimony and hearings.

Notwithstanding their respective litigation positions, SED and SCE, to minimize the time, expense, and uncertainty of further litigation, are prepared to compromise and conclude this proceeding on the terms and conditions set forth below.

III. AGREEMENT

A. **SCE Payment of Penalty.** SCE agrees that within 10 days of the effective date of this Settlement, it will deliver to SED a check in the amount of \$ 2.010 million payable to the General Fund of the State of California.

B. **SCE Enhancements to Its Tier 1 Contractor Safety Program.**¹ SCE agrees to make the following changes in its programs, policies and standards relating to Tier 1 contractor safety.² All of these changes will be implemented no later than the end of calendar year 2017. These changes do not apply to the decommissioning and dismantlement work at the SONGS facility.

1. **Retention of a Third Party Administrator.** SCE will retain a Third Party Administrator (TPA) which will be responsible for collecting data including safety data on potential contractors and subcontractors, evaluations of those firms according to criteria provided by SCE, and gathering updated information on contractors and subcontractors previously found

² SCE's current Contractor Safety Management Standard (ST-2) defines Tier 1 Contractual Work as "activities that, without implementation of appropriate safety measures, are potentially life threatening." Examples include air operations, trenching and excavation, demolition, activities requiring lockout/tagout, line-crew and energized electrical work, working at heights, and confined space entry. (ST-2 at 12.)

to be qualified for SCE work. Retention of the TPA does not relieve SCE from any safety responsibilities imposed on it by law or Commission rules, orders or decisions.

2. Expanded Criteria for Tier 1 Contractor and Subcontractor Qualification.

SCE will provide an expanded set of criteria which the TPA will use to evaluate the safety qualification of Tier 1 contractors and subcontractors. These expanded criteria will include at a minimum: Total Recordable Incident Rate (TRIR), Days Away, Restricted or Transferred (DART) rate, Experience Modification Rate (EMR), 5-year fatality history, and 3-year Occupational Health and Safety Administration (OSHA) repeat citation history. These criteria will be compared quantitatively to applicable industry averages. The TPA will also evaluate the contractor's Injury and Illness Prevention Program and reported injuries to the public on a qualitative basis. The TPA will conduct a yearly evaluation of all SCE Tier 1 contractors and subcontractors.

3. Safety Scoring Requirements. SCE will define three categories of Tier 1 contractor and subcontractor performance depending on the TPA evaluation which will produce an overall score based on historical safety performance and safety program review. Tier 1 contractors and subcontractors scoring high will generally be at or better than industry averages and will be eligible to be retained by SCE. Tier 1 contractors and subcontractors scoring low will generally be substantially worse than industry averages and shall not be retained by SCE. Tier 1 contractors and subcontractors scoring in the middle range will generally be worse than industry averages and shall be considered Conditional Contractors subject to additional review and other requirements in order to be retained by SCE. For a Tier 1 Conditional Contractor or subcontractor (whether currently performing work for SCE or seeking to perform work for SCE), Supply Management, in collaboration with the Edison Representative and the Organizational Unit (OU) Safety representative, shall ensure a Conditional Contractor Plan is developed and approved that includes the following:

- a. Written explanation of the substandard safety performance.
- b. Safety improvement plan that addresses the deficiencies in safety performance.
- c. Items (a) and (b) will be submitted to the OU Director and CHS Director for review and approval.
- d. Adherence to the Field Safety Observation requirements which SCE will specify for Conditional Contractors/Subcontractors.

4. Contractors and Subcontractors Requiring Expedited Retention. These are

Tier 1 contractors or subcontractors whose retention is sufficiently urgent or specialized that in the opinion of SCE management there is neither time nor available data for the ordinary TPA evaluation process before the work is to begin.

- a. Expedited retention of Tier 1 contractors or subcontractors will require senior management approval from the appropriate Organizational Units.

b. A special field monitoring program for such contractors or subcontractors will remain in effect until the regular qualification process is complete.

5. Enhanced Edison Representative Field Safety Observations. SCE will increase the frequency of observing contracted field work by Edison Representatives or their designee.³ The criteria for determining the frequency and duration of such observing will include: the level of risk posed by the work, prior experience of the contractor and its workforce, prior safety record and TPA scoring. Written observation reports will be prepared and uploaded to a centralized data base for analysis and reporting.

6. Contractor Safety Quality Assessments (CSQAs). CSQAs will be performed on a periodic basis under the direction of Corporate Health & Safety (CHS) on Tier I contractors. A CSQA is an onsite and detailed assessment of whether the contractual safety commitments are actually implemented in the field using field observations and a review of contractor documentation and worker qualifications. Imminent hazards are addressed immediately and escalated if necessary. Safety concerns or issues found are documented and communicated to the contractor and the Edison Representative and an action plan for compliance and mitigation will be established.

7. Safety and Environmental Specialist (SES) Field Monitoring. These are individuals hired for full-time positions at SCE with safety specialty training to conduct field observations and assessments of Tier 1 contractors. The Transmission and Distribution Organizational Unit has four SES positions. Other Organizational Units will have personnel given SES training. SES written monitoring reports will be uploaded to a centralized data base for analysis and reporting.

8. Enterprise-Wide Application of Lessons Learned and Corrective Action. CH&S management will be responsible for reviewing lessons learned and corrective actions from incidents involving contractors and subcontractors for possible enterprise-wide application.

C. Reporting on Implementation of Safety Enhancements. SCE shall submit quarterly reports to SED regarding progress, implementation and performance of the above enhancements to SED for two years after the Settlement is final.

D. Admissions. SCE makes the following admissions:

1. SCE owns and operates the underground vault located near 16282 Tisbury Circle, Huntington Beach, California (Huntington Beach vault).

2. Ownership and operation of the Huntington Beach vault is a necessary part of SCE's business.

³ The Edison Representative is responsible for coordinating, scheduling, and monitoring the work performed under the purchase order/contract.

3. SCE contracted with PAR Electrical Contractors for certain work on its facilities, including the preparation of underground cables located in the Huntington Beach vault for lifespan testing.

4. PAR subcontracted the underground cable lifespan testing preparation work to CAM Contractors (CAM).

5. PAR did not seek SCE's approval to subcontract work to CAM Contractors. However, prior to the incident, SCE did become aware that CAM was a PAR subcontractor and did not object.

6. SCE did not manage or oversee the work performed by the CAM crew.

7. SCE did not evaluate Mr. Orozco's qualifications to perform work in accordance with accepted, safe practices.

8. SCE did not evaluate Mr. Orozco's familiarity with its electric facilities, schematic and plans.

9. SCE did not provide specific instructions to Mr. Orozco on how he should safely perform the work he was doing at the time the incident occurred.

10. Mr. Orozco performed work not in accordance with accepted, safe practices.

IV. OTHER MATTERS

A. The Settling Parties agree to seek expeditious approval of this Settlement and to use their reasonable best efforts to secure Commission approval of it without material change, including written filings, appearances, and other means as may be necessary to secure CPUC approval. The Settling Parties agree to actively and mutually defend this Settlement if its adoption is opposed by any other party in proceedings before the Commission. In accordance with Rule 12.6 of the Commission's Rules of Practice and Procedure, if this Settlement is not adopted by the Commission, its terms are inadmissible in any evidentiary hearing unless their admission is agreed to by the Settling Parties. In the event the Commission rejects or modifies the Settlement, Settling Parties reserve all rights set forth in Rule 12.4 of the Rules of Practice and Procedure.

B. The Settling Parties have bargained in good faith to reach the agreement set forth herein. The Settling Parties intend the Settlement to be interpreted as a unified, interrelated agreement. Both of the Settling Parties agree that no provision of this Settlement shall be construed against either of them because a particular party or its counsel drafted the provision. The representatives of the Settling Parties signing this Settlement are fully authorized to enter into this Settlement.

C. The rights conferred and obligations imposed on either of the Settling Parties by this Settlement shall inure to the benefit of or be binding on that Settling Party's successors in interest or assignees as if such successor or assignee was itself a party to this Settlement.

D. Should any dispute arise between the Settling Parties regarding the manner in which this Settlement or any term shall be implemented, the Settling Parties agree, prior to initiation of any other remedy, to work in good faith to resolve such differences in a manner consistent with both the express language and the intent of the Settling Parties in entering into this Settlement.

E. This Settlement may be executed in counterparts.

F. SED and SCE hereby agree that this Settlement is entered into as a compromise of disputed claims and defenses in order to minimize the time, expense and uncertainty of continued litigation in the Huntington Beach OII.

G. Nothing in this Settlement relieves SCE from any safety responsibilities imposed on it by law or Commission rules, orders or decisions.

H. Nothing in this Settlement precludes SCE from claiming or SED from challenging claims by SCE in future proceedings that SCE's investigation reports, root cause analyses or similar documents related to its investigations of incidents are protected from disclosure to SED under the attorney-client privilege and the attorney-work product doctrine.

I. In reaching this Settlement, SED and SCE expect and intend that neither the fact of this settlement nor any of its specific contents will be admissible as evidence of fault or liability in any other proceeding before the Commission, any other administrative body or any court. In this regard, the Settling Parties are relying on Evidence Code section 1152(a) and Public Utilities Code section 315. Furthermore, such use of this Settlement or any of its contents in any other proceeding before the Commission, any other administrative body or any court would frustrate and interfere with the Commission's stated policy preference for settlements rather than litigated outcomes. *See* Pub. Util. Code § 1759(a).

IN WITNESS WHEREOF, the Settling Parties hereto have duly executed this Settlement.

Dated: 12/14/2016

Southern California Edison Co.

By: 

Douglas R. Bauder
Vice President

Dated: _____

Safety and Enforcement Division
California Public Utilities Commission

By: _____

Charlotte F. Terkeurst
Program Manager
Electric Safety and Reliability Branch

D. Should any dispute arise between the Settling Parties regarding the manner in which this Settlement or any term shall be implemented, the Settling Parties agree, prior to initiation of any other remedy, to work in good faith to resolve such differences in a manner consistent with both the express language and the intent of the Settling Parties in entering into this Settlement.

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I. In reaching this Settlement, SED and SCE expect and intend that neither the fact of this settlement nor any of its specific contents will be admissible as evidence of fault or liability in any other proceeding before the Commission, any other administrative body or any court. In this regard, the Settling Parties are relying on Evidence Code section 1152(a) and Public Utilities Code section 315. Furthermore, such use of this Settlement or any of its contents in any other proceeding before the Commission, any other administrative body or any court would frustrate and interfere with the Commission's stated policy preference for settlements rather than litigated outcomes. See Pub. Util. Code § 1759(a).

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Dated: _____

Southern California Edison Co.


By: _____
Douglas R. Bauder
Vice President

Dated: 12/14/2016

Safety and Enforcement Division
California Public Utilities Commission

By: Charlotte F. TerKeurst
Charlotte F. TerKeurst
Program Manager
Electric Safety and Reliability Branch

(END OF APPENDIX A)

SCE	EHS	SAFETY	ST	Doc. No.	2	 <div>SOUTHERN CALIFORNIA EDISON <small>An EDISON INTERNATIONAL® Company</small></div>
				Version	6	
Effective Date		January 2, 2017				
Supersedes		Contractor Safety Management Standard (v5)				
Contractor Safety Management Standard						

1.0 STANDARD STATEMENT

The purpose of the Contractor Safety Management Standard is to define Southern California Edison (SCE) safety-related requirements for SCE personnel conducting company business with Contractors/Subcontractors. SCE is committed to the safety and health of its workers, contractors, and the public.

Definitions of important terms used in this policy are provided under the "Definitions" section below. These terms are capitalized in this policy.

2.0 APPLICABILITY

This standard applies to all SCE employees and Supplemental Workers performing contractor management functions including Contractor/Subcontractor qualification, monitoring, and evaluation. This standard is designed to establish minimum contractor safety requirements and clear responsibilities for SCE employees engaged in contractor management.

While the entirety of this standard applies to Tier 1 contract work performed at SCE, only the following sections apply to Tier 2 contract work:

- Section 3.1.6 Safety Performance Policy
- Section 3.2.3 Handbook for Contractors Checklist
- Section 3.5 Incident Reporting and Cause Evaluation Requirements
- Section 3.6 Training
- Section 3.7 Recordkeeping, Item h

For all contracted, subcontracted, and chartered aircraft operations performed at SCE, the [Use of Company-Owned, Contract and Chartered Aircraft Policy](#) and the processes and procedures contained therein shall be adhered to in addition to this Contractor Safety Management Standard.

New contracts shall comply with this standard as of January 2, 2017. Existing contracts shall comply with this standard as of January 2, 2017 with the following exception: Existing contracts shall comply with Sections 3.1 and 3.2 (this exception does not include Sections 3.2.4, 3.2.5, and 3.2.6 under Section 3.2) within 90 days of initiation of formal review of performance and programs by the Third Party Administrator (TPA).

3.0 STANDARD DETAIL

3.1 Safety Qualification Requirements for Tier 1 Contractors and Subcontractors

3.1.1 Tier Determination

Compliance with this standard requires differentiating whether contracted work should be classified as Tier 1 or Tier 2. SCE classifies Tier 1 work as activities that, without the implementation of appropriate safety measures, are potentially hazardous or life-threatening. SCE classifies Tier 2 work as routine contractual work that is not typically considered hazardous. Distinguishing between the categories does not imply that Tier 2 contracted work is risk-free, but that the scope of work is categorized as being lower risk.

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The Edison Representative determines the Tier level of work to be contracted using [Appendix A: Tier Classification](#) and ensures that the Tier is included on the initial purchase requisition when submitted to Supply Management.

3.1.2 Safety Performance and Program Review of Tier 1 Contractors/Subcontractors

3.1.2.1 Tier 1 Safety Information Submittal

With Supply Management providing oversight, Contractors/Subcontractors who currently perform or intend to perform Tier 1 work for SCE shall submit safety performance data and programs to the TPA for review, classification, and monitoring. Prior to earning contract award, the Contractors/Subcontractors must complete the Tier 1 Safety Performance and Programs Review by the TPA.

3.1.2.2 Tier 1 Safety Performance and Programs Review

The TPA reviews and scores Tier 1 Contractor/Subcontractor safety performance based on data including, but not limited to, Total Recordable Incident Rate, Days Away, Restrictions and Transfers Rate, Experience Modification Rate, fatality history, Occupational Safety and Health Administration (OSHA) repeat citation history, and serious public events.

The TPA also reviews Tier 1 Contractor/Subcontractor safety programs against all applicable local, state, and federal regulations with which Contractors/Subcontractors are required to comply, including but not limited to California and Federal OSHA regulations and any additional requirements stipulated by SCE including those in SCE's safety standards and programs. The TPA additionally assesses Contractor adherence to industry best practices such as the implementation of a safety observation program or a supervisory plan for new employees.

3.1.2.3 Monitoring

The TPA monitors the safety performance data of Tier 1 Contractors/Subcontractors to track changes in classification status. Changes in classification status shall be communicated to Supply Management and to the Contractor/Subcontractor by the TPA.

3.1.3 Classification of Tier 1 Contractors

Following the initial review and during the ongoing monitoring of Tier 1 safety performance and programs, the Contractor/Subcontractor is classified into one of three categories indicating the degree to which requirements for safety performance and programs are met: Qualified, Conditional, and Unqualified.

- a. **Qualified Contractors** meet or exceed SCE established standards for safety performance and programs and are approved to perform Tier 1 work at SCE.
- b. **Conditional Contractors** exhibit areas that may be below SCE and/or industry standard in their safety performance but are qualified to perform work at SCE with the condition that additional mitigation procedures are in place to ensure safe work practices are followed. Conditional Contractors must meet SCE established standards for safety programs. Qualified Contractors currently performing work at SCE may be placed on Conditional Contractor status for a period of time based on their performance specific to their SCE contract.
- c. **Unqualified Contractors** do not meet SCE and/or industry standards for safety programs and/or safety performance and shall not perform work at SCE.

3.1.4 Conditional Contractor Requirements

When a Tier 1 Contractor/Subcontractor is categorized as Conditional, whether the Contractor/Subcontractor is currently performing work for SCE or intends to perform work for SCE, Supply Management, in collaboration with the Edison Representative or delegate and Operating Unit (OU) Safety, shall develop a mitigation plan for the Conditional Contractor/Subcontractor that includes the following elements:

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- a. A written explanation of the substandard safety performance by the Conditional Contractor/Subcontractor
- b. A safety improvement plan that addresses the deficiencies in safety performance by the Conditional Contractor/Subcontractor
- c. A field safety observation plan that minimally meets the requirements for Conditional Contractors/Subcontractors described in Section 3.3.1 Field Safety Observations
- d. Rationale for using the Conditional Contractor
- e. Submittal of [Appendix B: Conditional Contractor Plan](#), which summarizes items a-c (above) and includes OU and Corporate Health and Safety (CHS) Directors' approval/denial of the mitigation plan

3.1.5 Expedited Safety Review

The Expedited Safety Review is used when Tier 1 Contractors/Subcontractors are needed for emergency purposes, such as an asset failure. In these cases, SCE may use the Expedited Safety Review process for qualifying the Contractor/Subcontractor. This will occur in parallel with the normal process of the TPA's review of the Contractor/Subcontractor. This process will not be used to circumvent or replace existing processes or scopes of work other than for an emergency condition that requires expedited onboarding. The OU Director, in collaboration with the Edison Representative and OU Safety, shall initiate contact with Supply Management to invoke the Expedited Safety Review procedure detailed in [Appendix C: Expedited Safety Review](#).

No review is necessary should a catastrophic or significant event occur that requires mutual aid and the emergency sharing of resources across jurisdictional boundaries.

3.1.6 Safety Performance Policy

At its sole discretion, SCE can immediately suspend or terminate a contract and/or suspend or discontinue work of a Contractor/Subcontractor due to poor or noncompliant safety performance and/or failure to adhere to SCE's governing policies, procedures, and regulations.

3.2 Contractor Orientation for Tier 1 Contractors

Within 15 calendar days after receipt of notice to proceed or in advance of the Tier 1 Contractor's start of work (whichever is sooner), the Edison Representative or delegate shall ensure a Contractor Orientation is performed in collaboration with the Contractor by ensuring the development/review of the following:

- a. [The Hazard Assessment \(Appendix D\)](#)
- b. The Project/Site-Specific EHS Plan
- c. The Handbook for Contractors Checklist (Contained in the EHS Handbook for Contractors)

These documents shall be reviewed with the Contractor Representative, signed by the Edison Representative and Contractor Representative prior to start of work, and archived in project records using [Appendix E: Contractor Orientation Review](#).

The Contractor Representative shall conduct a Contractor Orientation for their crews including Subcontractors, as well as any new employees/Subcontractors that begin work on the project subsequent to the original Contractor Orientation, and maintain a signed copy of the Contractor Orientation Review at the job site.

3.2.1 Hazard Assessment for Tier 1 Contract Work

The Edison Representative, who may collaborate with OU Safety, shall ensure that a Hazard Assessment of Tier 1 project work is completed using [Appendix D: Hazard Assessment](#) and included in the request for proposal (RFP) so the hazards associated with the work are clear to the bidders. The assessment identifies potential health and safety issues and hazard mitigation associated with the project and the project locations. Following contract award and prior to start of work, the Edison Representative shall ensure the Hazard Assessment includes input and a signature from the Contractor Representative.

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Source Contractors are contractors who perform repetitive project work under an agreement that lasts for an extended period of time. For Tier 1 projects involving Source Contractors, the Hazard Assessment shall be included in the RFP and identify potential health and safety issues common to the *type of work* being performed. The Hazard Assessment may be used for multiple releases if it remains applicable to the scope of work. If not, a new Hazard Assessment shall be completed. The Edison Representative or delegate shall review the Hazard Assessment for Source Contractors on an annual basis and make updates as needed.

3.2.2 Project/Site-Specific EHS Plan

Non-Source Contractors performing Tier 1 work shall develop and submit a Project/Site-Specific EHS Plan that addresses each hazard identified in the Hazard Assessment and *that minimally includes* the following components:

- a. Identification of safety roles and responsibilities for Contractor employees
- b. Name and contact information of the Contractor's safety representative(s) and key personnel
- c. List of Subcontractors to be used and a description of the process for managing the Subcontractors
- d. Description of daily tailboard/job hazard analysis protocol
- e. Competent/qualified person qualifications and training records (as applicable)
- f. Emergency Action Plan including emergency medical contact information and evacuation procedures
- g. Planned method of job-site communications
- h. Any other site specific procedures as required

Tier 1 Source Contractors shall develop and submit a Project/Site-Specific EHS Plan that addresses each hazard identified in the Hazard Assessment for Source Contractors. The Source Contractor Project/Site-Specific EHS Plan shall *address* items a-h (above) with the site-specific items and hazards being identified and discussed through daily tailboarding and job hazard analysis. The Source Contractor Project/Site-Specific EHS Plan shall be completed by the Contractor Representative in conjunction with the Hazard Assessment at the start of the contract, reviewed annually, and updated when changes are made to the Hazard Assessment.

3.2.3 Handbook for Contractors Checklist

Tier 1 and Tier 2 Edison Representatives or delegate shall review the Handbook for Contractors Checklist, which is found in EHS Handbook for Contractors, with the Contractor Representative outlining requirements contained in the EHS Handbook for Contractors. The checklist review will provide opportunities for questions and dialogue regarding expectations of Contractors/Subcontractors working at SCE. The Edison Representative or delegate shall ensure the Handbook for Contractors Checklist is signed by the Edison Representative and the Contractor Representative.

3.2.4 Use of Subcontractors

Contractors are responsible for the Subcontractor and their work performance at all times when carrying out work for SCE. Tier 1 Contractors shall notify SCE of their intention to use Tier 1 Subcontractors during the Hazard Assessment process and at any time prior to commencement of work by a Subcontractor, which shall be documented in [Appendix D: Hazard Assessment](#). Failure to notify the Edison Representative of the use of a Subcontractor could result in the immediate dismissal of the Contractor from a project. The Tier 1 Subcontractors shall undergo the same qualification process as Tier 1 Contractors.

3.2.5 Onsite Supervisor Requirement

Tier 1 Contractors shall provide a supervisor/person in charge who is responsible for the general work area for Tier 1 work involving multi-employee crews or multi-employee job sites. This person shall ensure rules/policies pertaining to the job are followed, safe work practices are utilized, and that risks and hazards associated with the job are identified, discussed, and mitigated prior to commencing work. While the supervisor/person in charge is expected to identify and correct any unsafe work

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practices or other performance deficiencies which may occur, employees are not required to be in the line of sight of supervisors at all times. The Contractor shall verify that this requirement will be met during the Hazard Assessment process. The Edison Representative or delegate shall review this requirement with the Contractor during the Contractor Orientation process and ensure compliance during Field Safety Observations.

3.2.6 Safety Professional Requirement

When Tier 1 projects exceed 50 employees, Contractors/Subcontractors shall provide a dedicated Safety Professional in support of the work. For larger Tier 1 projects involving 100 or more Contractor/Subcontractor employees, the Edison Representative and Contractor Representative shall determine the appropriate number of additional Safety Professionals required to support the project based on the nature of the tasks performed and the associated risks identified through the Hazard Assessment Process. SCE reserves the right to request that additional dedicated Safety Professionals support the project based on other factors associated with the scope of work such as the degree of complexity or risk associated with the project. The Edison Representative or delegate shall review this requirement with the Contractor Representative during the Contractor Orientation process and ensure compliance during Field Safety Observations.

3.3 FIELD MONITORING

3.3.1 Field Safety Observations

Field Safety Observations for Tier 1 Contractors, and Subcontractors if present, shall be performed by the Edison Representative or delegate to confirm that work is being carried out in a safe manner. The Contractor Orientation documents, listed a-c in Section 3.2, should be referenced to review the risks and hazards associated with the work, as well as to guide understanding of appropriate safety behaviors based on the nature of the work being performed. The Edison Representative or delegate performing observations shall document them within five (5) business days of completion using the EHSync Safety Observation Tool.

3.3.1.1 Frequency

The Edison Representative shall ensure Field Safety Observations are completed at least once per quarter for all Qualified Tier 1 Contractors/Subcontractors performing work during the contract period. The observations shall be performed at least monthly for Conditional Contractors or when one or more of the following high risk criteria are present:

- a. When a Contractor is new to SCE or is performing a type of work at SCE for the first time
- b. After a Serious Incident or a significant close call or injury
- c. After a regulatory visit resulting in a safety violation
- d. When there is evidence of potential regulatory noncompliance

Where one or more high risk criteria are present, the Field Safety Observations shall be performed for six months following the removal of criteria if there are no significant findings during that time.

3.3.1.2 At-Risk Observations

Hazards observed shall be addressed immediately and Stop Work shall be invoked if an imminent risk to workers or the public is observed. The Edison Representative or delegate shall communicate safety concerns to the Contractor and establish a timeline for compliance with the terms and conditions of the contract when necessary. If the Contractor does not remedy the situation to SCE's satisfaction, the Edison Representative will work with OU Leadership and Supply Management to determine whether the contract should be suspended or terminated, per the Safety Performance Policy.

3.3.2 Contractor Safety Quality Assurance Review

Contractor Safety Quality Assurance Reviews (CSQARs) shall be performed on Tier 1 Contractors on a periodic basis under the direction of CHS. A CSQAR is an onsite and detailed assessment of

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whether the contractual safety commitments are actually implemented in the field using field observations and a review of Contractor documentation and worker qualifications. Imminent hazard are addressed immediately and escalated if necessary. Safety concerns or issues identified are documented and communicated to the Contractor and the Edison Representative and an action plan for compliance and mitigation is established. Documentation associated with the performance of CSQARs is maintained by the TPA.

3.4 Contractor Safety Forums

OUs with active Tier 1 Contractors shall ensure Contractor Safety Forums with SCE personnel and active Tier 1 Contractors are held at least once per year and shall maintain documentation of the forums. The purpose of the forums is to discuss relevant safety issues and maintain open lines of communication to ensure mutual safe work efforts. The OUs shall organize the forums and OU leadership shall facilitate the discussion that minimally includes the following elements:

- a. Best practices and industry challenges
- b. Contractor safety expectations and requirements, including the reinforcement of roles and responsibilities pertaining to this standard
- c. Lessons learned from incidents that have occurred

3.5 Incident Reporting and Cause Evaluation Requirements

The Edison Representative shall ensure that Contractor/Subcontractor safety incidents are reported and evaluated as stipulated in the EHS Handbook for Contractors.

3.6 Training

The Contractor Safety Management Standard computer based training (CBT) is required training for Edison Representatives and employees identified by OU Leadership as having responsibilities related to contractor safety. Edison Representatives, who are new to the role or functioning in a temporary capacity managing Tier 1 contracts, shall be trained to the Contractor Safety Management Standard CBT within thirty calendar days of their placement date. After initial implementation of this standard, Edison Representatives who manage Tier 1 contracts and Procurement Agents shall be trained to this standard on a biennial basis in conjunction with the Principles of Contract Management CBT schedule.

3.7 Recordkeeping

All Contractor Safety Management records shall be kept in accordance with the [SCE's Record Retention Schedule](#).

The TPA shall retain the following:

- a. Contractor/Subcontractor safety performance and program data and information
- b. Contractor/Subcontractor classification information
- c. [Appendix B: Conditional Contractor Plan](#)
- d. Documentation associated with the performance of CSQARs

Supply Management shall retain the following:

- e. Documentation and approval from [Expedited Safety Reviews \(Appendix C\)](#)

Edison Representatives shall retain the following documents in the project records in accordance with existing contract documentation requirements:

- f. Signed copy of the [Hazard Assessment \(Appendix D\)](#)
- g. Contractor's Project/Site-Specific EHS Plan
- h. Signed copy of the Handbook for Contractors Checklist
- i. Signed copy of the [Contractor Orientation Review Form \(Appendix E\)](#)
- j. Field Safety Observations
- k. Contractor safety incident submittals

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4.0 ROLES AND RESPONSIBILITIES

The Roles and Responsibilities Section supplements this standard and the processes described above in Section 3.0 by providing a list of responsibilities by contractor safety management function. It is not intended to be referenced in place of the standard processes detailed above.

4.1 Corporate Health & Safety (CHS)

- Governs and maintains the Contractor Safety Management Standard and oversees its implementation.
- Governs and maintains the EHS Handbook for Contractors, job aids, and other documents associated with this standard.
- Serves as Edison Representative for the TPA.
- (CHS Director) approves/denies Conditional Contractor/Subcontractor plans using Appendix B: Conditional Contractor Plan.
- (CHS Director and VP over CHS) Collaborate with OU Director and OU VP to review and approve/deny requests for Expedited Safety Reviews and the associated Hazard Assessment.
- Ensures that CSQARs are performed.
- Reviews this standard and its components at least once every three years per the program review schedule and updates this standard as necessary.

4.2 Edison Representatives of Tier 1 Contractors

Qualification Requirements for Tier 1 Contractors/Subcontractors

- Identify Tier level of work to be performed on the initial purchase requisition.
- Collaborate with Supply Management and OU Safety to develop a mitigation plan for Conditional Contractors/Subcontractors.
- Collaborate with the Contractor Representative, during an Expedited Safety Review, to perform a Hazard Assessment (Appendix D) to identify and ensure mitigation of the hazards associated with the work to be performed.
- Ensure that they or a delegate are onsite at all times while the work is being performed, following an Expedited Safety Review, to ensure rules/policies pertaining to the job are followed, safe work practices are utilized, and that risks and hazards associated with the job are identified, discussed, and mitigated prior to commencing work.

Contractor Orientation for Tier 1 Contractors

- Ensure a Contractor Orientation is performed prior to the start of work on a project by a Tier 1 Contractor.
- Ensure that a Hazard Assessment of the Tier 1 project work is completed per the Contractor or Source Contractor process.
- Ensure the Contractor or Source Contractor submits a Project/Site-Specific EHS Plan as described in Section 3.2.2.
- Ensure a review of the Handbook for Contractors Checklist is completed.
- Ensure that Contractors identify whether a Subcontractor will be needed to complete a project during the Hazard Assessment process or at any other time prior to the Contractor onboarding the Subcontractor.
- Ensure the Onsite Supervisor Requirement is reviewed with the Tier 1 Contractor during the Hazard Assessment process and monitored for compliance during Field Safety Observations.
- Ensure that the Safety Professional Requirement is reviewed with the Tier 1 Contractor Representative during the Hazard Assessment process and monitored for compliance during field safety observations.
- Ensure the Hazard Assessment, Project/Site-Specific EHS Plan, Handbook for Contractors Checklist, and Contractor Orientation Review are archived in project records.

Field Monitoring

- Ensure that Field Safety Observations are performed for Tier 1 Contractors following the stipulated frequency.

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- Ensure that Field Safety Observations are documented and submitted within five business days of completion in the EHSync Safety Observation Tool.
- Ensure that during Field Safety Observations, safety concerns are communicated to the Contractor Representative and addressed or escalated as needed.

Incident Reporting and Cause Evaluation Requirements

- Ensure that Contractor/Subcontractor safety incidents are submitted as well as any additionally required documentation as stipulated in the EHS Handbook for Contractors.

Training

- Complete the Contractor Safety Management Standard CBT on a biennial basis in conjunction with the Principles of Contract Management CBT schedule.
- Complete the Contractor Safety Management Standard CBT within 30 days of hire date when Edison Representatives are new to the role or assigned a temporary role.

Recordkeeping

- Retain the following documents in the project records in accordance with existing contract documentation requirements: Hazard Assessment, Contractor's Project/Site-Specific EHS Plan, Signed copy of the Handbook for Contractors Checklist, Contractor Orientation Review, Field Safety Observations, and contractor safety incident submittals.

4.4 OU Safety

- Provides assistance to Edison Representatives in determining Tier level of work that the Contractor will perform that is to be included on the initial purchase requisition.
- Provides assistance as needed to Edison Representatives in identifying safety requirements pertaining to the scope of work that are above and beyond California OSHA, Federal OSHA, and other regulatory requirements that are to be included on the initial purchase requisition for Tier 1 Contractors.
- Works with Supply Management and the Edison Representative to develop mitigation plans for Conditional Contractors/Subcontractors.
- Provides expertise in the event of an Expedited Safety Review.
- Provides assistance to the Edison Representative in developing the Hazard Assessment for Tier 1 project work.
- Provides assistance to Edison Representatives in the review of Project/Site-Specific EHS Plans developed by Tier 1 Contractors.
- Provides assistance during the Contractor Orientation process.
- Provides assistance in the performance of Field Safety Observations.

4.5 OU Leadership

- Ensures the requirements of this standard are fully implemented in their OU.
- (OU Director) approves/denies Conditional Contractor/Subcontractor plans using Appendix B: Conditional Contractor Plan.
- (OU Director) Initiates contact with the Supply Management Director to initiate the Expedited Safety Review procedure, if necessary.
- (OU Director and OU VP) Collaborates with CHS Director and VP over CHS to review and approve/deny requests for Expedited Safety Review and the Hazard Assessment performed.
- Ensures that the Contractor Orientation for Tier 1 Contractors and Field Monitoring requirements described in the Contractor Safety Management Standard are carried out following the approval of an Expedited Safety Review.
- Ensures at least one forum for Tier 1 Contractors is held annually and leads the discussion.
- Identifies OU employees who have responsibilities related to contractor safety that are required to take the Contractor Safety Management Standard CBT.
- Provides necessary support to Edison Representatives and OU Safety to be able to successfully carry out their roles and responsibilities as described in this standard.

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4.6 Supply Management

- Provides oversight of Contractor/Subcontractor safety performance data and information collected for and in collaboration with the TPA.
- Provides oversight of the Contractor/Subcontractor qualification and classification processes.
- Oversees the collaboration with the Edison Representative and OU Safety to develop a mitigation plan for Conditional Contractors/Subcontractors, which is summarized and submitted to the OU and CHS Directors for review using Appendix B: Conditional Contractor Plan.
- Assists the OU in carrying out the Safety Performance Policy, when necessary.
- (Supply Management Director) Works with the OU to carry out the Expedited Safety Review procedure.
- Maintains documentation and approval from Expedited Safety Reviews.

4.7 Third Party Administrator (TPA)

- Collects relevant Tier 1 Contractor/Subcontractor safety data and programs.
- Reviews Tier 1 Contractor/Subcontractor safety data and programs and classifies the Contractor/Subcontractor based on the review into one of three categories: Qualified, Conditional, and Unqualified.
- Maintains the Tier 1 Contractor/Subcontractor qualification information.
- Monitors the Tier 1 Contractor/Subcontractor classifications on an ongoing basis and communicates changes to SCE and the Contractor/Subcontractor.
- Provides results of the review to Contractor/Subcontractor.
- Retains Contractor/Subcontractor safety performance and program data and information.
- Retains Contractor/Subcontractor classification information.
- Retains record of Directors' approval of Conditional Contractors/Subcontractors.
- Retains documentation associated with the performance of CSQARs.

4.8 Tier 1 Contractors

Qualification Requirements for Tier 1 Contractors/Subcontractors

- Submit required safety performance and program information to the TPA for review and classification.
- Submit requisite explanations and mitigation plans to Supply Management when classified as Conditional and where the intent is that the Contractor will perform work or is currently performing work for SCE as part of the Conditional Contractor Plan.
- Comply with all applicable local, state, and federal regulations as well as any additional requirements stipulated by SCE including those in SCE's safety standards and programs..
- (A Contractor Safety Professional) is onsite at all times while the work is being performed, following an Expedited Safety Review, to ensure rules/policies pertaining to the job are followed, safe work practices are utilized, and that risks and hazards associated with the job are identified, discussed, and mitigated prior to commencing work.

Contractor Orientation for Tier 1 Contractors

- Provide management and supervisory oversight of Contractor/Subcontractor employees.
- Provide safety oversight of the work being performed.
- Conduct a Contractor Orientation for their employees and any Subcontractors that begin work on the project subsequent to the original Contractor Orientation and maintain a signed copy of the Contractor Orientation Review at the job site.
- (Contractor Representatives) Collaborate with Edison Representatives to perform a Hazard Assessment (Appendix D) to identify and ensure mitigation of the hazards associated with the work to be performed during an Expedited Safety Review.
- Develop and submit a Project/Site-Specific EHS Plan that addresses the hazards identified in the Hazard Assessment and that minimally contains the components listed in Section 3.2.2, a-h under Project/Site-Specific EHS Plan.
- (Source Contractors) Develop and submit a Project/Site-Specific EHS Plan that addresses each hazard identified in the Hazard Assessment for Source Contractors and that addresses items a-h with site-specific information and hazards being identified and discussed through daily tailboarding and job

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- hazard analysis. Ensure this is completed in conjunction with the Hazard Assessment at the start of the contract, reviewed annually, and updated when changes are made to the Hazard Assessment.
- Are responsible for the Subcontractor and their work performance at all times when carrying out work for SCE.
- Provide notice to the Edison Representative of intention to use a Subcontractor during the Hazard Assessment process and prior to commencement of work by the Subcontractor.
- Ensure the Onsite Supervisor Requirement that Tier 1 Contractors provide an onsite supervisor/person responsible for all Tier 1 work is met.
- Ensure that where Tier 1 projects exceed 50 employees, a dedicated Safety Professional is maintained in support of the work and that collaboration with the Edison Representative occurs to determine the number of Safety Professionals needed to support Tier 1 projects exceeding 100 employees.
- (Contractor Representatives) Conduct a Contractor Orientation for their crews and any new employees/Subcontractors that begin work on the project subsequent to the original Contractor Orientation and maintain a signed copy of the Contractor Orientation Review at the job site.

Field Monitoring

- Take action to mitigate any hazards, risks, or safety concerns identified and communicated by SCE during Field Safety Observations or during any other method used to ensure safe work practices of the Contractor/Subcontractor.
- Collaborate with SCE personnel by providing requested documentation and answering relevant questions during CSQARs.

Contractor Safety Forums

- Attend and participate in Contractor Safety Forums as directed and organized by OU Leadership.

Incident Reporting and Cause Evaluation Requirements

- Ensure that Contractor/Subcontractor safety incidents are reported and evaluated as well as complete additionally required documentation as stipulated in the EHS Handbook for Contractors or by SCE.

5.0 DEFINITIONS

Contractor: The party entering into a contract to perform work for SCE. This term is also applicable to the Contractor's agent, person, or persons authorized to represent the Contractor, such as the Contractor's superintendent or foreman.

Conditional Contractors: Tier 1 Contractors who, following safety performance and program review by the TPA, exhibit areas that may be below SCE and/or industry standard in their safety performance but are qualified to perform work at SCE with the condition that additional mitigation procedures are in place to ensure safe work practices are followed.

Contractor Representative: The Contractor employee named in the contract or appointed by the Contractor to act on behalf of the Contractor.

Edison Representative: An SCE employee responsible for managing the work performed under a contract. The Edison Representative may designate a trained SCE point of contact who is familiar with the contract work being performed.

OU Safety: A safety group within an Operating Unit that has Safety Specialists who are safety consultants that are dedicated full time to Contractor safety.

Qualified Contractors: Tier 1 Contractors who, following safety performance and program review by the TPA, meet or exceed SCE established standards for safety performance and programs and are approved to perform Tier 1 work at SCE.

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Safety Professional: A certified safety employee whose responsibility is solely that of ensuring safe work practices and compliance with safety and health regulations.

Serious Incident: Any injury or illness occurring in a place of employment or in connection with any employment which requires inpatient hospitalization for a period in excess of 24 hours for other than medical observation or in which an employee suffers a loss of any member of the body or suffers any serious degree of permanent disfigurement, but does not include any injury or illness or death caused by the commission of a Penal Code violation, except the violation of Section 385 of the Penal Code, or an accident on a public street or highway.

Source Contractor: A contractor who performs repetitive project work under an agreement that lasts for an extended period of time.

Subcontractors: A business or person employed by a Contractor to carry out specific parts of a contract for SCE as part of a larger project.

Supplemental Workers: A worker, who is not an employee, used to augment or support the Company workforce to meet business needs. There are four classifications of Supplemental Workers – Contingent Workers, Consultants, Contractors, and Professional Services.

Third Party Administrator (TPA): A professional service provider contracted by SCE to evaluate contractor safety performance and programs on behalf of SCE.

Tier 1: A designation assigned to contracted work activities that are high risk and, without implementation of appropriate safety measures, are potentially hazardous or life threatening.

Tier 2: A designation assigned to contracted work activities that are lower risk or routine in nature and not typically considered hazardous.

Unqualified Contractors: A Tier 1 Contractor who, following safety performance and program review by the TPA, does not meet SCE and/or industry standards for safety performance and/or safety programs and cannot perform work at SCE.

6.0 REFERENCES

External References

None

Internal References

EHS Handbook for Contractors (SCE-EHS-SAFETY-HB-1)
Company-Owned, Contract and Chartered Aircraft Standard

7.0 KEY CONTACTS

Operational Services, Corporate Health and Safety: [Johnny Parker](#), (909)730-4721

8.0 APPENDICES

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[Appendix B: Conditional Contractor Plan](#)
[Appendix C: Expedited Safety Review](#)
[Appendix D: Hazard Assessment](#)
[Appendix E: Contractor Orientation Review](#)

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Appendix A: Tier Classification

**Contractor
Safety
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Standard**

Appendix A: Tier Classification



The purpose of this Appendix is to provide guidance on the Tier Classification of contract work to be performed, as compliance with this standard requires differentiating whether contracted work should be classified as Tier 1 or Tier 2.

Safety Tier 1 – A designation assigned to contracted work activities that are high risk and, without implementation of appropriate safety measures, are potentially hazardous or life threatening.

Safety Tier 2 – A designation assigned to contracted work activities that are lower risk or routine in nature and not typically considered hazardous.

If the contractual work includes of any of the following, it is considered **Tier 1**:

- Operations above 6 feet that require the use of fall protection system(s)
- Welding and cutting operations
- Electrical work and work involving installation, operation, or maintenance of an electrical system circuit, or line, with the exception of changing light bulbs and equipment that can be serviced while unplugged
- Work requiring hazardous energy control and lockout tag-out procedures
- Work that involves cranes, hoisting, and rigging
- Helicopter operations to perform lifting and hoisting
- Work involving operation of heavy equipment
- Tree work including maintenance and removal operations that require the use of aerial lifts
- Confined space activities
- Radiographic testing or any activity that could generate ionizing radiation
- Roofing work
- Demolition work
- Excavation or other work that requires a dig permit
- Work that may require permitting from Cal/OSHA or other regulatory agencies
- Work requiring the use of explosives
- Work that may involve lead-based paint or asbestos-containing materials
- Work involving hazardous material use, transport, or disposal (to include refrigerants)
- Work involving environmental/hazardous material cleanup and decontamination
- Work that requires the installation, operation, or maintenance of the electrical system
- Work covered by the Construction Safety Orders and or Fed OSHA Construction Standards

This list is not all-inclusive. Contact your OU Safety group for additional guidance as needed.

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Appendix B: Conditional Contractor Plan

**Contractor
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Appendix B: Conditional Contractor Plan

The purpose of this Appendix is to provide documentation and structure to support the review and approval/denial for a Conditional Contractor/Subcontractor to perform work at SCE. When a Contractor/Subcontractor is categorized as Conditional, Supply Management collaborates with the Edison Representative or delegate and OU Safety to develop a mitigation plan, which is summarized here and submitted to the OU and CHS Director for approval.

Project Name:		Edison Representative:	
Purchase Order #:		Project Location:	
Anticipated Start and Completion Dates:		Contractor Company:	
Operational Unit:		Contract Agent:	
Scope of the Project:			

1. Summary of the Explanation of Substandard Safety Performance
2. Summary of the Safety Improvement Plan
3. Field Safety Observation Schedule
4. Rationale for Using the Conditional Contractor/Subcontractor

By signing this document, the OU Director affirms that he or she has reviewed the Conditional Contractor mitigation plans and authorizes the Conditional Contractor/Subcontractor to perform work at SCE within the scope and using the mitigation measures outlined.

OU Director: (Printed Name): _____

(Signature): _____ Date: _____

By signing this document, the CHS Director affirms that he or she has reviewed the Conditional Contractor mitigation plans and authorizes the Conditional Contractor/Subcontractor to perform work at SCE within the scope and using the mitigation measures outlined.

CHS Director: (Printed Name): _____

(Signature): _____ Date: _____

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Appendix C: Expedited Safety Review

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Appendix C: Expedited Safety Review



The purpose of this Appendix is to provide a procedure for utilizing the Expedited Safety Review when Tier 1 Contractors/Subcontractors are needed for emergency purposes, such as an asset failure, and where urgent timelines do not allow the contract to go through the normal qualification process.

- 1) The OU Director in charge of the work to be performed shall contact the Supply Management Director to initiate the procedure.
- 2) Supply Management shall ensure that in addition to the Expedited Safety Review, the Contractor/Subcontractor shall undergo qualification through the normal Third Party Administrator process concurrently.
- 3) The Edison Representative shall collaborate with the Contractor Representative to perform a Hazard Assessment (Appendix D) to identify and ensure mitigation of the hazards associated with the work to be performed.
- 4) The OU Director and VP in charge of the work to be performed shall collaborate with the CHS Director and the VP over CHS to review the Expedited Safety Review request and the Hazard Assessment and approve or deny the request.
- 5) If approved, the OU Leadership shall ensure that the Post-Award Project Management and Field Monitoring requirements described in the Contractor Safety Management Standard are carried out.
- 6) If approved, a dedicated Safety Professional provided by the Contractor and the Edison Representative or delegate shall be onsite at all times while the work is being performed to ensure rules/policies pertaining to the job are followed, safe work practices are utilized, and that risks and hazards associated with the job are identified, briefed, and mitigated prior to commencing work.
- 7) The work conditions of the Expedited Safety Review shall be in effect until work or the approval process is completed.

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Appendix D: Hazard Assessment

**Contractor
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Appendix D: Hazard Assessment



The purpose of this Hazard Assessment is to identify potential health and safety issues and mitigate hazards associated with the project. The successful Contractor shall develop and submit a Project/Site-Specific EHS Plan that addresses the hazards identified in this Hazard Assessment.

Project Name:		Edison Representative:	
Purchase Order #:		Project Location:	
Anticipated Start and Completion Dates:		Contractor Company:	
Contractor Representative:		Phone:	Contractor's Safety Professional:
Email:		Phone:	Email:
Scope of the Project:			
Hazard		Potential Risk: Check if YES	Control Measures:
1. Construction Type			
A.	Underground Construction		
B.	Caissons and Cofferdams		
C.	Power Transmission/Distribution		
D.	Commercial Diving		
E.	Steel Erection		
F.	Demolition		
G.	Telecom		
H.	Vegetation Management		
I.	Civil Construction		
J.	Other		
2. Equipment Hazards			
A.	Heavy Equipment Safety		
B.	Highway Work Zones		
C.	Hand and Power Tools		
D.	Cranes		
E.	Derricks, Hoists, Elevators		
F.	Manlifts		
G.	Forklifts		

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H.	Powder-Actuated Tools		
I.	Other		
3. Site (project/job) or Facility Hazard			
A.	Confined Spaces		
B.	Clearance Procedures (LOTO)		
C.	Housekeeping & Sanitation		
D.	Illumination		
E.	Air Contaminates (ventilation)		
F.	Weather/Envir. Conditions		
G.	Contaminated Soil		
H.	Gas Pipeline Operations		
I.	Communications		
J.	Emergency Evacuation Route		
K.	Other		
4. Construction/Maintenance Hazards			
A.	Falls		
B.	Stairways and Ladders		
C.	Scaffolding		
D.	Electrical (Include Grounding)		
E.	Electric Arc Flash/Blast		
F.	Trenching		
G.	Excavation		
H.	Concrete or Masonry Work		
I.	Welding, Cutting, or Brazing		
J.	Flammable/Combustible Liquids		
K.	Blasting and Explosives		
L.	Manual Lifting		
M.	Material Handling & Rigging		
N.	Pedestrian Traffic Control		
O.	Vehicular Traffic Control		
P.	Jack & Bore Operations		
Q.	Horizontal Directional Drilling		
R.	Other		
5. Health Hazards (If any of the below are marked yes, the contractor must have a written Hazard Communication program)			
A.	Asbestos		
B.	Asphalt Fumes		
C.	Carbon Monoxide		
D.	Hazardous/Toxic Substances		
E.	Toxic Metals		
F.	Lead		
G.	Noise		
H.	Silica		

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I.	Respiratory Hazards		
J.	Chromium VI		
K.	Heat Stress		
L.	Other		
6. Required Permits (specify in Control Measures whether SCE or contractor permit will be used):			
A.	Clearance Procedures (LOTO)		
B.	Confined Spaces		
C.	Hot Work		
D.	OSHA Trench & Excavation		
E.	OSHA Scaffolding		
F.	Other		
7. Required Personal Protective Equipment (PPE)			
A.	Head Protection (Hard Hats)		
B.	Hand Protection		
C.	Eye Protection		
D.	Arc Flash Clothing		
E.	Hearing Protection		
F.	Fall Protection		
G.	Personal Climbing Equipment		
H.	Footwear		
I.	Personal Flotation Devices		
J.	Respiratory		
K.	High Visibility Clothing		
L.	Other		
8. Air Operations			
A.	Air Operation		
B.	Human External Cargo		
C.	External Loads		
D.	Hot Fueling		
E.	Aviation Fatigue Program		
F.	Aviation Rigging Inspection		
G.	Helicopter Use Plan		
H.	Aviation Handbook Provided		

Items 9-14 to be completed by Contractor:

9. Other Hazards – Identify any other safety and health hazard not previously noted.

10. Subcontractors – List all Subcontractors that will be used on this project. Include an attachment that includes the following information for each Subcontractor: Company name; scope of work; and the Contractor Representative's name, phone number, and e-mail address. Note that prior to earning a contract award, Subcontractors must complete the Tier 1 Safety Performance and Programs Review by the TPA.

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- 11. Onsite Supervisor Requirement** – Verify that the Contractor will provide a supervisor/person in charge who is responsible for the general area of Tier 1 work involving multi-employee work crews or multi-employee job sites per the Onsite Supervisor Requirement.
- 12. Safety Personnel Requirement** – Verify that where the Tier 1 projects exceed 50 Contractor/Subcontractor employees, the Contractor will provide a dedicated Safety Professional to support the work. For larger Tier 1 projects involving 100 or more Contractors/Subcontractors, collaborate with the Edison Representative to determine the appropriate number of Safety Professionals required to support the project considering the nature of the tasks performed and the associated risks.
- 13. New Employee Supervision and Training** – Verify the development and implementation of a plan to provide additional supervisory oversight for newly hired workers during their first 6 months of employment and for workers during the first 6 months following assignment to a new role (e.g. newly promoted lineman, supervisor, etc.). Verify that a formal training program has been developed and maintained which at a minimum includes orientation training for newly hired employees and periodic continuing training in relevant topics for all employees.
- 14. New to SCE/Work** – Are you new to SCE or performing this type of work at SCE for the first time? Y/N

By signing this document, the **Contractor Representative** affirms that he or she understands the items contained in the Hazard Assessment and will ensure compliance with the requirements and mitigation of the identified hazards.

Contractor Representative: (Printed Name): _____

(Signature): _____ Date: _____

By signing this document, the **Edison Representative** affirms that he or she reviewed this document with the Contractor Representative.

Edison Representative: (Printed Name): _____

(Signature): _____ Date: _____

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Appendix E: Contractor Orientation Review

**Contractor
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Appendix E: Contractor Orientation Review

The purpose of this Appendix is to provide a checklist that binds the documents reviewed during the Contractor Orientation and to ensure mutual understanding between SCE and the Contractor/Subcontractor regarding what is required to safely perform work at SCE. Checking the box pertaining to the Contractor Orientation item below indicates that the Edison Representative (or delegate) and the Contractor Representative completed the review of that item.

☐

Hazard Assessment

☐

Project/Site-Specific EHS Plan

☐

Handbook for Contractors Checklist

Contractor Representative: By signing this document, the Contractor Representative affirms that he or she

- a. Understands all requirements and mitigation techniques described within the above documents
- b. Shall ensure work is performed in accordance with the documents
- c. Shall review the documents with crews and any new employees/Subcontractors that begin work on the project
- d. Shall maintain a copy of the above documents with a signed copy of this form onsite

(Printed Name): _____

(Signature): _____ Date: _____

Edison Representative: By signing this document, the Edison Representative affirms that


- a. Collaboration, discussion, and agreement occurred with the Contractor Representative regarding the requirements and mitigation techniques described within the above documents
- b. A copy of the above documents with a signed copy of this form shall be maintained as part of project records and under fulfillment of the project records retention schedule

(Printed Name): _____

(Signature): _____ Date: _____

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				Version	7	
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Supersedes		NA				
Environmental, Health and Safety Handbook for Contractors						

Corporate Health and Safety Corporate Handbook

SCE-EHS-SAFETY-HB-1

Approved by: Paul Jeske Date: 12/7/2016
 Paul Jeske
 Director, Corporate Health and Safety

Approved by: Ken Landrith Date: 12/12/2016
 Ken Landrith
 Director, Corporate Supply Chain Management

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EHS Handbook for Contractors**SCE-EHS-SAFETY-HB-1****1.0 INTRODUCTION**

To consistently deliver the electricity that powers homes and businesses within our 50,000+ square miles of service territory, Southern California Edison (SCE) relies on qualified employees and Contractors. To that end, SCE is committed to protecting the health and safety of our employees, Contractors, and the public. Our goal is to achieve an injury-free workplace and to protect the environment while performing our operations. To achieve this goal, SCE has developed a comprehensive environmental, health and safety (EHS) management system that includes policies, programs, procedures, and other documents that explain our approach to continuously improve our EHS performance. This Environmental, Health and Safety Handbook for Contractors (EHS Handbook) is an integral part of the EHS management system and may be updated as necessary to mitigate EHS issues.

PURPOSE: This EHS Handbook has been given to you to:

- Provide general guidelines and standards expected for performance of contracted work in a safe manner and with due regard for protecting workers, the public, and the environment.
- Ensure compliance with federal, state, and local EHS requirements.
- Ensure compliance with any additional requirements stipulated by SCE, including those in SCE's safety standards programs.

Additional information applicable to contract activities for specific SCE business organizations and/or site-specific policies and practices may be obtained from the Edison Representative. Further, in the event anything contained in this EHS Handbook is inconsistent with or contradicts the Contractor's existing EHS policies, procedures, practices, plans, or other similar documents, the Contractor shall promptly notify and discuss such inconsistencies or contradictions with the Edison Representative or delegate and obtain resolution prior to commencement of any work.

In this EHS Handbook, the term "OSHA" refers to either the California Division of Occupational Safety and Health (Cal/OSHA) or the Federal Occupational Safety and Health Administration (OSHA) as applicable. The use of the term "Edison Representative" (see Definitions) is used throughout this EHS Handbook to identify the person identified as such in a purchase order/contract.

Nothing in this EHS Handbook is intended to create an employment relationship between SCE and any Contractor or Subcontractor personnel. Contractors and Subcontractors remain solely responsible for any and all employment obligations to their workers, and all such workers are employees only of the entity or person that hired them.

1.1 SCE's Environmental, Health and Safety Policy

The SCE EHS Policy mandates compliance with SCE programs, procedures, and standards, as well as applicable EHS laws and regulations. Contractors are expected to establish similar requirements within their organizations. The policy states:

"Edison International and its subsidiaries (the "Company") are committed to assuring the safety and health of its employees and the public, and protecting the environment. Southern California Edison administers and publishes Environmental, Health and Safety (EHS) programs, procedures, and standards as necessary to implement this policy in compliance with applicable EHS laws and regulations. You are required to comply with the Company's EHS programs, procedures, and standards that apply to your job to assure environmental compliance and the health and safety of one another and members of the public."

1.2 Safety Performance Policy

At its sole discretion, SCE can immediately suspend or terminate a contract and/or suspend or discontinue work of a Contractor/Subcontractor due to poor or non-compliant safety performance and/or failure to adhere to SCE's governing policies and procedures, and to applicable regulations.

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EHS Handbook for Contractors**SCE-EHS-SAFETY-HB-1****1.3 Principles of Operation**

SCE performs its work based on the following principles of operation:

- We integrate EHS protection and prevention into our work processes.
- We identify and mitigate hazards and unsafe conditions before we start the work.
- No job is considered successfully completed, if there is an injury or an environmental event.
- If the job cannot be completed safely, it must be stopped.
- We watch out for each other and speak out to protect ourselves and others from injury and to protect the environment.
- We always follow regulatory requirements and safety rules.

1.4 Contractor Safety Management Standard

SCE's Contractor Safety Management Standard establishes uniform contractor safety requirements with additional safety protocols for contracts involving Tier 1 and Tier 2 work (see Definitions).

Major program elements include:

- Safety performance and program review and qualification by a Third Party Administrator (TPA) for Contractors and Subcontractors.
- Adoption of SCE safety requirements that exceed existing regulatory requirements.
- A Contractor Orientation performed with Tier 1 Contractors that includes development and review of a Hazard Assessment, Project-/Site-Specific Safety Plan, and Handbook for Contractors Checklist.
- Supervisory and safety professional oversight requirements.
- Ongoing evaluation of Contractors who perform Tier 1 work, or contracted work activities that are high-risk, and without implementation of appropriate safety measures, are potentially hazardous or life-threatening.
- Field monitoring procedures, including safety observations and Contractor Safety Quality Assurance Reviews (CSQARs).
- Mitigation procedures for unsafe work practices or conditions.
- Regular Contractor Forums to engage our vendors and continuously improve SCE's safety system.

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2.0 GENERAL EXPECTATIONS

SCE expects each Contractor to ensure their workers, subcontractor workers, and agents know of and comply with environmental and safety regulations and SCE requirements.

2.1 Applicability

The requirements and expectations set forth in this EHS Handbook apply to all Contractors, their Subcontractors, and agents.

SCE employees shall adhere to the requirements in Section 6.0 – Incident Reporting, and for all contracted, subcontracted, and chartered aircraft operations performed at SCE, the use of Company-owned, Contract, and Chartered Aircraft Policy and the processes and procedures contained therein shall be adhered to in addition to this EHS Handbook.

New contracts shall comply with this EHS Handbook as of January 2, 2017. Existing contracts shall comply with this handbook as of January 2, 2017, with the exception of Section 2.2, where they shall comply with the standards within 90 days of initiation of formal review of performance and programs by the TPA.

2.2 Safety Performance and Program Review of Tier 1 Contractors/Subcontractors

Contractors/Subcontractors who currently perform or intend to perform Tier 1 work for SCE shall submit safety performance data and programs to the TPA for review, classification, and monitoring. Prior to earning contract award, Contractors/Subcontractors must complete the Tier 1 Safety Performance and Programs Review by the TPA.

The TPA reviews and scores Tier 1 Contractor/Subcontractor safety programs against all applicable local, state, and federal regulations with which Contractors/Subcontractors are required to comply, including, but not limited to, Cal/OSHA and Federal OSHA regulations and any additional requirement stipulated by SCE, including those in SCE's safety standards and programs.

Following initial review and during the ongoing monitoring of the Tier 1 safety performance and programs, the Contractor/Subcontractor is classified into one of three categories indicating the degree to which requirements for safety performance and programs are met: Qualified, Conditional, and Unqualified.

- Qualified Contractors meet or exceed SCE-established standards for safety performance and programs and are approved to perform Tier 1 work at SCE.
- Conditional Contractors exhibit areas that may be below SCE and/or industry standards in their safety performance, but are qualified to perform work at SCE, with the condition that additional mitigation procedures are in place to ensure safe work practices are followed. Conditional Contractors must meet SCE-established standards for the safety program. Qualified Contractors currently performing work at SCE may be placed on Conditional Contractor status for a period of time based on their performance specific to their SCE contract.
- Unqualified Contractors do not meet SCE and/or industry standards for safety programs and/or safety performance, and shall not perform work at SCE.

Conditional Contractors shall submit requisite explanations and mitigation plans to Supply Chain Management where the intent is that the Contractor shall perform work or is currently performing work for SCE in fulfillment of the Conditional Contractor Plan.

EHS Handbook for Contractors**SCE-EHS-SAFETY-HB-1****2.3 Expectations for Tier 1 and Tier 2 Contractors**

In addition to the provisions in other sections of this EHS Handbook, Tier 1 and Tier 2 Contractors shall:

- Take all prudent and proper EHS precautions to protect SCE employees and property, other exposed persons and property, and the environment.
- Comply with all applicable SCE EHS standards, as well as any additional requirements provided by the Edison Representative.
- Comply with applicable federal, state, local, and any other applicable EHS laws and regulations issued or imposed by any governmental authority, as well as any additional requirements provided by SCE.
- Prior to commencement of any work, review job-specific hazards and associated precautions, procedures, and mitigation measures. This can be accomplished by developing a Job Safety Analysis (JSA), Activity Hazard Analysis (AHA), etc., and communicating with its employees and subcontractors.
- Have available, at the work location, a copy of the Contractor's written Safety Program, including, but not limited to, the Site-Specific Injury and Illness Prevention Plan (IPP), Code of Safe Practices for construction work, and written Hazard Communication Program, as applicable.
- Ensure that their employees and their subcontractors receive EHS training as required by applicable federal, state, and local regulations and maintain documentation of such training.
- Maintain copies of permits, licenses, registrations, certifications, etc., as required by applicable federal, state, and local regulations, and SCE contractual obligations.
- Ensure periodic EHS inspections are performed to identify and correct unsafe conditions in their work areas.
- Ensure a Stop Work procedure is in place where work is immediately stopped any time unsafe conditions or behaviors are observed until the job can be completed safely.
- Become familiar and comply with SCE site-specific EHS requirements applicable to the work being performed.
- Ensure at all times, when on an SCE job site, that at least one Contractor employee has the capability and responsibility for communicating safety and emergency information with all Contractor personnel. This Contractor employee shall have sufficient comprehension of the English language, such that the employee is able to read, understand, follow, and communicate to others all posted safety signs and written warnings, directions given during a safety or security drill or exercise, written or oral instructions or directives pertaining to health and safety matters, and all site-specific written Health and Safety Plans.

2.4 Expectations for Tier 1 Contractors

In addition to the provisions in other sections of this EHS Handbook, Tier 1 Contractors shall:

- Provide a supervisor/person in charge who is responsible for the general work area or Tier 1 work involving multi-employee crews or multi-employee job sites. This person shall ensure rules/policies pertaining to the job are followed; safe work practices are utilized; and that risks and hazards associated with the job are identified, discussed, and mitigated prior to commencing work. The supervisor/person in charge is expected to identify and correct any unsafe work practices or other performance deficiencies that may occur; however, Contractor employees are not required to be in the line of sight of supervisors at all times. The Contractor shall, therefore, assure this requirement is met during the Hazard Assessment process. The Edison Representative or delegate shall review this requirement with the Contractor during the Contractor Orientation process and assure compliance during Field Safety Observations.
- Provide a dedicated Safety Professional in support of the work where Tier 1 projects exceed 50 employees. For larger Tier 1 projects involving 100 or more Contractor/Subcontractor employees, the Edison and Contractor Representatives shall determine the appropriate number of additional Safety Professionals required to support the project considering the nature of the tasks performed and the associated risks during the Hazard Assessment Process. SCE reserves the right to request that additional dedicated Safety Professionals support the project based on other factors associated with the scope of work, such as the

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degree of complexity or risk associated with the project. The Edison Representative or delegate shall review this requirement with the Contractor Representative during the Contractor Orientation process, and ensure compliance during Field Safety Observations and when SCE performs CSQARs.

- Work with SCE performing CSQARs, which are onsite and detailed assessments ensuring contractual safety commitments are actually implemented in the field. Imminent hazard(s) shall be addressed immediately.
- Ensure the development and implementation of a plan to provide additional supervisory oversight for newly hired Contractor workers during their first 6 months of employment and for workers during the first 6 months following assignment to a new role (e.g., newly promoted lineman, supervisor).
- Develop and maintain a formal training program, which at a minimum, includes orientation training for newly hired Contractor employees and periodic continuing training in relevant topics for all Contractor employees.

2.5 SCE Stop Work Authorization and Inspection

Compliance with safety and environmental requirements and safe practices is expected for Contractors working for SCE. Contractors should understand that:

- SCE may inspect the Contractor's work for compliance with the Contractor's contractual obligations at any time.
- SCE may immediately stop work if an imminent risk to workers or the public is observed.
- SCE's inspections in no way relieve the Contractor of the obligation to maintain its own programs or to conduct any inspections required by federal, state, and local regulations.
- Any imminent hazard shall be corrected to SCE's satisfaction before the work is allowed to continue.

Note: Failure to adhere to an SCE employee's order to stop work shall be considered a breach of contract.

2.6 Use of Subcontractors to Perform Tier 1 Work

Contractors intending to utilize Subcontractors to perform Tier 1 work shall:

- Be responsible for the Subcontractor and their work performance at all times when carrying out work for SCE.
- Notify SCE of their intention to use Tier 1 Subcontractors during the Hazard Assessment process and at any time prior to commencement of work by a Subcontractor, which shall be documented in the Contractor Safety Management Standard Appendix D: Hazard Assessment. Failure to notify the Edison Representative of the use of a Subcontractor could result in the immediate dismissal of the Contractor from a project.
- Make necessary preparations for its Tier 1 Subcontractors to undergo the same qualification process as Tier 1 Contractors to properly manage the time it takes to undergo review by the TPA.

EHS Handbook for Contractors**SCE-EHS-SAFETY-HB-1****3.0 CONTRACTOR ORIENTATION**

Within 15 calendar days after receipt of notice to proceed or in advance of the Tier 1 Contractor's start of work (whichever is sooner), the Contractor Representative shall participate in a Contractor Orientation, which is performed in collaboration with the Edison Representative, by ensuring the review/development of the following:

- a. Hazard Assessment (Appendix D of the Contractor Safety Management Standard)
- b. Project/Site-Specific EHS Plan
- c. Handbook for Contractors Checklist (Attachment C)

The Contractor Representative and Edison Representative shall review and sign these documents prior to the start of work using the Contractor Orientation Review Form (Appendix E of the Contractor Safety Management Standard). The Contractor Representative shall conduct a Contractor Orientation for their crews, including Subcontractors, as well as any new employees/Subcontractors that begin work on the project subsequent to the original Contractor Orientation. The Contractor shall maintain a signed copy of the Contractor Orientation Review Form at the job site.

Hazard Assessment

Prior to the start of work, Tier 1 Contractors shall review and provide input (if any) to the Hazard Assessment for the work to be performed that identifies potential health and safety issues and hazard mitigation associated with the project and the project locations. Once reviewed together with the Edison Representative or delegate, the Contractor Representative shall sign the document indicating that he or she understands the items contained in the Hazard Assessment and will ensure compliance with the requirements and mitigation of the identified hazards.

Project/Site-Specific EHS Plan

Prior to the start of work, Tier 1 Contractors shall develop and submit to the Edison Representative or delegate, a Project-/Site-Specific EHS Plan that addresses each hazard identified in the Hazard Assessment and that minimally includes the following components:

- a. Identification of safety roles and responsibilities for Contractor employees
- b. Name and contact information of the Contractor's safety representative(s) and key personnel
- c. List of the Subcontractor to be used and a description of the process for managing the Subcontractors
- d. Description of daily tailboard/Job Hazard Analysis (JHA) protocol
- e. Competent/qualified personnel qualifications and training records (as applicable)
- f. Emergency Action Plan, including emergency medical contact information and evacuation procedures
- g. Planned method of job-site communications
- h. Any other site-specific procedures as required

Source Contractors, which are Contractors who perform repetitive project work under an agreement that lasts for an extended period of time, shall develop and submit a Project-/Site-Specific EHS Plan that addresses each hazard identified in the Hazard Assessment for Source Contractors. The Source Contractor Project-/Site-Specific EHS Plan shall address Items a through h (above), with the site-specific items and hazards being identified and discussed through daily tailboarding and JHA. The Source Contractor Project-/Site-Specific EHS Plan shall be completed in conjunction with the Hazard Assessment at the start of the contract, reviewed annually, and updated when changes are made to the Hazard Assessment.

Handbook for Contractor Checklist

Tier 1 and Tier 2 Contractors shall review the Handbook for Contractors Checklist (Attachment C) with the Edison Representative, covering requirements contained in this EHS Handbook. The checklist review shall provide opportunities for questions and dialogue regarding expectations of Contractors/Subcontractors working at SCE. The Contractor Representative shall ensure the Handbook for Contractor Checklist is signed.

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EHS Handbook for Contractors**SCE-EHS-SAFETY-HB-1****4.0 JHA REQUIREMENT AT ACTIVE CONSTRUCTION SITES**

Prior to the commencement of work at each active construction site, a written JHA shall be posted at the entry, stopping all personnel and requiring them to review and sign the JHA. The JHA shall include, at minimum, crew foreman, site-specific location, emergency information, description of the work being performed, known hazards, hazard mitigation, required personal protective equipment, Underground Service Alert number and expiration date (if applicable), safe zones, and considerations for public protection. JHAs shall be conducted prior to the start of work, at the changes in shift, after lunch, and/or whenever conditions change.

5.0 EMERGENCY RESPONSE

Each occupied SCE facility has an Emergency Action Plan that describes the alarms and emergency notification system, evacuation routes, assembly areas, and emergency contacts. Contractors are responsible for understanding the requirements of the Emergency Action Plans where they perform work.

6.0 INCIDENT REPORTING

SCE requires Contractors to notify the Edison Representative of all Safety Incidents. These Safety Incidents include First-Aid incidents, injuries above First Aid, Close Call, Safety Violation, Vehicle Accident, Property Damage, Equipment Failure, Crew-Caused Circuit Interruption, Unplanned Outage, Primary Electrical Flash, Secondary Electrical Flash, Switching, Wiring/Conductor, Grounding Incident, Hazardous Material Release, Environmental Incident, Customer Complaint/Negative Contact, and Fire Incident types.

6.1 Contractor Notification Requirements

The Contractor shall take appropriate steps to secure the site to prevent further incident and immediately notify the Edison Representative of the incident with a phone call and email backup confirming the communication.

Contractors shall send completed Part 1, and when applicable, Parts 2a and 2b, reports to the following SCE personnel and emails:

- Your Edison Representative or designee (All Incidents)
- Your Supply Chain Management Representative (All Incidents)
- Notify the International Brotherhood of Electrical Workers (IBEW) Local 47 of all Circuit Interruptions (Sroberts@ibew47.org, Rpeterson@ibew47.org, MHernandez@ibew47.org).

Agency	Agency Notification Requirement	Outside Normal Work Hours
OSHA	Within 8 hours of the initial report	
Department of Transportation (DOT)	Within 2 hours of knowledge	No longer than 4 hours after becoming aware of a reportable incident

6.2 Contractor Reporting Requirements

Contractors shall complete and send the Contractor Incident and Evaluation Report (Attachment A: Parts 1, 2a, and 2b) to the Edison Representative and Supply Chain Representative as follows:

- Within one (1) business day, Contractor completes and submits the Preliminary Incident Report Part 1, Section 1.1 to 1.4.
- Within five (5) calendar days, Contractor updates Sections 1.1 to 1.4 as necessary and completes the Five Day Update Report (Part 2a) for the following incidents types: Serious Injury/Illness, Fatality, Life Altering,

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Life-Threatening, and Potential Life-Threatening or Altering Incidents, OR if the cause and corrective actions are NOT identified and documented in Part 1.

- Within 60 calendar days, Contractor shall complete the Final Report Part 2b for the following incidents types: Serious Injury/Illness, Fatality, Life-Altering, Life-Threatening, and Potential Life-Threatening or Altering Incidents (see Attachment B for guidance). If an extension of due date for the Final Report Part 2b is required due to the complexity of the incident, an extension can be approved by the SCE Director of Supply Chain Management, or Transmission & Distribution Director or designee.

Contractors shall submit all associated photos and additional documentation in a single PDF file via email to the Edison Representative when submitting Parts 1, 2a, and 2b of the Contractor Incident and Evaluation Report.

Contractors shall track corrective action completion with an owner and due date within their own tracking system.

6.3 Edison Representative Requirements

The Edison Representative or delegate shall ensure the following:

- Notifications are made regarding defined California Public Utilities Commission (CPUC), OSHA, and Serious Injury Incidents immediately to the Grid Control Center.
- The Contractor's incident investigation is reviewed for accuracy and acceptance. Within 1 business day, the Edison Representative shall send the report to the following distribution lists:
 - TDIncidentReporting@sce.com (All Incidents)
 - CCIIncidentReporting@sce.com (Circuit Interruptions only)
 - CorpSafetyStatisticsDataMgmt@sce.com (Serious Injury, Fatality, Injury/Illness/Close Calls Incidents only)
 - GOTSPILL@sce.com (Hazardous Materials Spills only)
- The Contractor has completed all notification and report requirements within the allotted timeframes as described in the Contractor Notification and Report Requirement sections above.
- Data is entered from Part 1 Preliminary Incident Report (see Attachment A) into EHSync as soon as possible but within 2 business days of receiving from the Contractor.
 - NOTE: When entering incident into EHSync, the response to the question, "Was the Injury Assistance Program offered to the employee?" will always be "No."
- Part 2a Five Day Update Report (see Attachment A) is entered as an attachment in EHSync with the associated incident as soon as possible but within 2 business days of receiving from the Contractor.
- Part 2b Final Report (see Attachment A) is attached with any associated photos/documentation as soon as possible but within two (2) business days of receiving from the Contractor.
- The Executive Summary from Part 2b (see Attachment A) Final Report is entered into the EHSync Executive Summary data field. If the summary is too large, summarize to minimally show the findings and corrective actions.
- Parts 1, 2a, and 2b (see Attachment A) is sent within two (2) business days of receipt to the following:
 - Contract Representative
 - Contract Manager
 - Immediate Manager
 - Claims Representative (as directed)
- Claims is consulted on sharing/gathering of further information. If advised to do so, the Edison Representative advises the Contractor to add any new details and resubmit Parts 1, 2a, or 2b (see Attachment A).
- The Contractor has a tracking system and completion is monitored periodically.

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7.0 ADDITIONAL REPORTING REQUIREMENTS

7.1 Hazardous Materials Release or Environmental Event Reporting

Contractors shall immediately notify the Edison Representative of any chemical spills or releases inside or outside any SCE facility.

Within one (1) business day, the Contractor shall submit the Contractor Incident and Evaluation Report Part 1 (see Attachment A) via email to the Edison Representative copying SCE's Environmental Services Department (ESD) at GOTSPIILL@sce.com.

Contractors shall make every reasonable effort to immediately contain and clean up hazardous materials releases. If special training is required to respond to the release, the Contractor is responsible to ensure their employees are properly trained or utilize properly trained response Subcontractors. The Edison Representative may provide specific cleanup and waste disposal instructions.

7.2 Transportation-Related Incidents

Any SCE vehicle involved in a Serious Injury accident or involved in a third-party accident shall be stored at the treatment, storage, and disposal (TSD) Pomona facility and under control of an assigned Claims representative. Nothing may be removed from the vehicle, no pictures may be taken, nor may it be shown without the prior consent of the assigned SCE Claims representative.

All aviation-related incidents shall be reported immediately to Aircraft Operations and follow Title 14 of the Code of Federal Regulations Part 830.

7.3 Regulatory Agency Visit

Contractors shall:

- Verbally notify the Edison Representative or delegate upon notification or arrival of a regulatory agency during the course of contracted work.
- File a report to the Edison Representative and Corporate Health and Safety (CHS) or ESD within 24 hours after conclusion of the initial visit. The report shall provide the date, time, location, agency, agency representative name and contact information, purpose of visit, information requested and/or provided, corrective actions resulting from the visit, if applicable, and due dates.
- Provide regular updates to the Edison Representative regarding management of the corrective actions and any interim visits.
- Provide the Edison Representative and CHS or ESD final close-out documentation within five (5) business days after the requirements of the regulatory agency have been satisfied.

7.4 OSHA Citation and Investigations

Contractors shall immediately notify the Edison Representative of any OSHA citations, pending OSHA investigations related to the contracted work, or Serious Injury/Illness or Fatality.

The Edison Representative shall notify the SCE Claims Department and Corporate Health and Safety (CorpSafetyStatisticsDataMgmt@sce.com) of any OSHA citations, pending OSHA investigations related to the contracted work or Serious Injury/Illness or Fatality.

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8.0 HEALTH AND SAFETY REQUIREMENTS

The following health and safety requirements are not intended to cover all aspects of a safety program. The following information is intended to assist Contractors in the development of safe work practices and safety plans.

8.1 General Health and Safety Requirements

Contractors shall:

- Ensure its work procedures do not conflict with the health and safety requirements of SCE policies, standards, and programs
- Take precautions for the protection of the health and safety of Contractor personnel, SCE's employees, or other exposed persons, including the public
- Ensure that all specialized equipment (e.g., aerial lifts, cranes, man-lifts, fork trucks) are operated and maintained in accordance with manufacturer's specifications and as required by applicable regulations.

8.2 Confined Space Entry

A permit-required confined space inventory is available for SCE facilities that have permit-required confined spaces onsite. These spaces are identified and classified based on the conditions at the time of the survey. Contractors are responsible for evaluating their work site to determine if confined spaces exist. The Contractor performing work within a confined space (permit required, non-permit, or other confined space) shall comply with applicable confined space regulations and associated SCE requirements.

In addition, each Contractor shall:

- Ensure that information regarding any hazards are identified prior to entering the space and SCE's experience with the confined space is obtained from the Edison Representative
- Prior to entering the space, provide information to the Edison Representative regarding any hazards that the Contractor's work may create in the confined space
- Ensure identified hazards are eliminated, mitigated, or controlled
- Develop a rescue plan, including provision for trained rescue personnel and equipment, before entering the permit-required confined space
- Coordinate all entry operations when work includes both SCE personnel and Contractor personnel who will be working in or near the confined space
- Debrief with the Edison Representative when the confined space operation is completed

8.3 Fall Protection

Contractors shall:

- Conduct evaluations of all elevated workplaces to determine the appropriate level of fall protection for their employees.
- Use 100% fall protection, unless exempted by the OSHA standard. Where conventional fall protection is not possible or feasible, the Contractor shall develop a written Fall Protection Plan, following applicable OSHA regulations and associated SCE requirements.
- Ensure all workers are instructed in the fall protection system to be used and the procedures to be followed where there is a risk of fall hazard.

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EHS Handbook for Contractors**SCE-EHS-SAFETY-HB-1****8.4 Fire Prevention**

A site-specific fire prevention plan is available for SCE facilities. This plan identifies potential fire hazards and methods to prevent and to properly respond to fires when at SCE sites. Contractors are to be familiar with and comply with these site-specific requirements.

Each Contractor shall:

- Report all fires extinguished by the Contractor to the Edison Representative. If a Contractor uses an SCE fire extinguisher, they shall report such usage to the Edison Representative.
- Ensure that employees and subcontractors do not smoke in any non-smoking areas, including inside all buildings.
- Communicate and coordinate any impairment to fire protection systems with the Edison Representative prior to shutdown of any such system.

8.5 Hazard Communication

- Before starting a new job, each Contractor shall advise the Edison Representative of all hazardous substances to be used in the workplace. Safety Data Sheets (SDSs) on such hazardous substances shall be readily available to the workers, SCE, or a regulatory agency.
- The Edison Representative shall inform the Contractor of any known hazardous substances used in the work area where the Contractor will be working. An SDS for such substances shall be readily available upon request by the Contractor.

8.6 Heat Illness Prevention

A Heat IPP is required when employees are engaged in outdoor operations where the environmental risk factors for heat illness may exist during the work period. The Contractor shall comply with SCE's Heat Illness Prevention Program.

Prior to commencing work, Contractors shall:

- Evaluate work conditions or a work environment that present the risk of heat illness or heat stress.
- Ensure a Heat IPP has been prepared in accordance with regulatory requirements, and all personnel are trained on the plan, and comply accordingly.
- Ensure controls, such as providing sufficient potable water and providing a shaded recovery area, are in place per regulation.
- Ensure the Contractor's specific acclimatization procedure is implemented when applicable.

8.7 Hot Work

A site-specific hot work plan is available for SCE facilities. This plan identifies designated areas where hot work may be performed without authorization. The plan also contains the names of personnel at the site who may authorize hot work (any task that may produce sparks, such as welding, grinding, and/or cutting).

Contractors performing hot work at an SCE facility shall comply with the following:

- Inform the Edison Representative of the intent to perform hot work, including in non-designated areas.
- Perform hot work in compliance with Contractor's Hot Work Program and ensure the work procedures do not conflict with the SCE Hot Work Program.

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EHS Handbook for Contractors**SCE-EHS-SAFETY-HB-1****8.8 Housekeeping/Cleanup**

- Each Contractor shall maintain a clean and orderly work area at all times.
- When the work is completed, each Contractor shall remove any Contractor-owned materials from the site or dispose of them in accordance with the Waste Handling, Storage, Transport, and Disposal section of this EHS Handbook.
- Restoration of ground disturbance, including re-vegetation, shall be in accordance with the contract or as directed by the Edison Representative.
- Contractor shall remove all trash and debris from the job site before leaving each workday.

8.9 Industrial Hygiene

The Edison Representative will inform Contractors of known chemical and physical hazards. Each Contractor or Subcontractor shall inform the Edison Representative of chemical and physical hazards that the Contractor's work creates.

Asbestos

SCE buildings and structures (including vaults) may contain asbestos materials (e.g., roofing materials, gaskets, thermal system insulation, gypsum wallboard and joint compound, ceiling tiles, exterior stucco, pipes, window glaze, floor coverings, including mastic, fireproofing, cable, cable wrap, transite panels, transite ducts, wire insulation).

- Prior to beginning work that could disturb suspect asbestos-containing construction materials (ACCM) or suspect asbestos-containing materials (ACM), the Edison Representative must verify that an asbestos survey has been conducted. If a survey has not been conducted, the Edison Representative shall contact CHS to request a survey.
- Each Contractor must verify with the Edison Representative that a survey has been conducted and ACM and ACCM have been identified and abated. If ACM or ACCM is identified, the SCE Representative shall use an SCE-approved asbestos abatement contractor to abate identified materials. The Edison Representative shall notify CHS and SCE's EHS personnel/Environmental Specialist to coordinate any abatement activities.
- Contractors shall immediately report to the Edison Representative any suspect ACM or ACCM that has not been surveyed. The suspect ACM or ACCM shall not be disturbed until approval from the Edison Representative is obtained to resume operations.
- Contractors shall immediately report to the Edison Representative any uncontrolled/unauthorized disturbance of ACM or ACCM. Contractors shall cease all operations in the immediate area of the disturbed material, until approval to resume operations is obtained from the Edison Representative.

Lead

Many SCE buildings and structures constructed before 1980 may have components painted with lead-containing or lead-based paint.

- Prior to beginning work that could disturb suspect lead-containing or lead-based paint, the SCE Representative must verify that a lead survey has been conducted. If a survey has not been conducted, the Edison Representative shall contact CHS to request a survey.
- Each Contractor must verify with the Edison Representative that a lead survey has been conducted and that appropriate controls are identified.
- All work impacting SCE housing or recreational facilities in which lead paint could be disturbed must be coordinated through the Edison Representative to ensure exposures are evaluated for possible removal prior to the start of work.

Noise

The Contractor shall inform the Edison Representative of activities or operations that could expose SCE employees to noise levels that exceed 85 decibels (dBA).

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EHS Handbook for Contractors**SCE-EHS-SAFETY-HB-1****Non-ionizing Radiation except EMF**

The Contractor shall inform the Edison Representative of the use of any equipment that produces non-ionizing radiation.

- Whenever any Contractor uses a Class 3A or greater laser, the Contractor shall inform the Edison Representative of such use, identify each piece of equipment in which a laser is installed, and implement appropriate controls to prevent exposure to the laser beam. This includes alignments, surveying, and welding/cutting lasers.

Potential Radio Frequency (RF) Energy Exposures at SCE Facilities

Contractors working near antennas at SCE facilities or beyond RF alert signs, as illustrated below, shall understand the meaning of the signage and maintain appropriate distance from antennas or use proper personal protection monitoring at the work site through appropriate RF Safety Training. This is to prevent Workers from inadvertently getting RF over-exposure according to the Federal Communications Commission occupational maximum permissible exposure limits. Any required training shall be the responsibility of the Contractor to complete for their personnel.

Note: All antennas are to be considered energized unless confirmation has been obtained that they have been de-energized, and will remain de-energized, in accordance with appropriate procedures prepared by the Contractor.

Signal Word**NOTICE****Sign Color****Blue****CAUTION****Yellow****WARNING****Orange****DANGER****Red****8.10 Lockout/Tagout**

An inventory of equipment covered by SCE's Hazardous Energy Control Program (Lockout/Tagout) is available for SCE facilities where applicable.

Contractors shall:

- Comply with its Hazardous Energy Control Program and ensure the work procedures do not conflict with the requirements of the SCE Hazardous Energy Control Program or OSHA Lockout/Blockout-Tagout methods and procedures.
- Obtain written authorization from the Edison Representative or delegate to lockout SCE equipment.
- Upon completion of the job, notify the Edison Representative so operation of the equipment can be resumed after the lockouts have been removed.

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EHS Handbook for Contractors**SCE-EHS-SAFETY-HB-1****8.11 Trenching and Excavations**

Contractor employees are expected to be aware of the steps that must be undertaken and OSHA permit(s) required prior to beginning any excavation, trenching, drilling, and/or shoring activity.

Contractors shall:

- Perform trenching, excavation, drilling, and/or shoring work in accordance with applicable regulations and requirements
- Provide a competent person (see Definitions) to assess the soil, plan and permit, inspect the excavation, and engage engineering professionals as needed
- Ensure employees are properly protected from falls created by the work
- Ensure "Dig Alert" has been contacted and subsurface installations have been marked prior to earth moving activities
- Have readily available at the site when required, a copy of the OSHA permit (i.e., depths greater than 5 feet) and a completed activity notification form for the annual permit holder as required by the regulation

Note: Contractors shall obtain permits to drill soil borings or install wells as required by state or local jurisdictions.

8.12 Use and Operation of SCE Facilities, Materials, Equipment, and Vehicles

Contractors shall not use or operate SCE facilities, materials, equipment, and/or vehicles unless specifically authorized in writing by the Edison Representative.

8.13 Work Area Protection and Traffic Control

- Prior to commencing work, Contractors shall inform the Edison Representative of any potential danger to SCE personnel, the public, or other exposed persons.
- When necessary, each Contractor shall isolate the Contractor's work areas from SCE operations, employees, or other exposed persons by using appropriate warning tape, barriers, or other effective means of isolation.
- Each Contractor shall erect and properly maintain, at all times, all necessary safeguards for the protection of Contractor personnel, SCE's employees, and other exposed persons.
- Where approved signs or barricades do not provide the necessary traffic control, qualified and properly equipped flaggers shall be provided.

8.14 High Voltage Work

Prior to commencing work, Contractors shall:

- Ensure each employee is trained and instructed in the hazardous conditions relevant to the employee's work and is protected as required by applicable OSHA regulations and SCE requirements.
- Require the use of safety devices and safeguards where applicable.
- Furnish such safety devices and safeguards as may be necessary to make the work as free from danger as reasonably possible. Examine or test each safety device at such intervals as necessary to ensure that it is in good condition and adequate to perform the function for which it is intended. Instruct employees to inspect each safety device, tool, or piece of equipment each time it is used and to use only those in good condition. Devices furnished by the Contractor found to be unsafe shall be repaired or replaced.

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EHS Handbook for Contractors**SCE-EHS-SAFETY-HB-1****9.0 ENVIRONMENTAL REQUIREMENTS**

Contractors shall:

- Comply with all applicable of federal, state, and local environmental regulations, as well as the terms and conditions of the contract and SCE environmental standards.
- Inform the Edison Representative should there exist concerns about any environmental regulatory requirements, and resolve any ambiguity prior to continuing work.
- Abide by all avoidance and minimization measures contained in the written project environmental clearance issued by ESD or other environmental requirements associated with environmental review (e.g., mitigation measures, applicant-proposed measures). If the project scope changes from that originally reviewed and cleared by ESD or avoidance measures cannot be undertaken as planned, create safety hazards for the work crew, or create conflicts with project objectives, the Contractor shall immediately contact the Edison Representative.
- When undertaking new and upgraded electrical system work involving voltages of 50 kilovolts (kV) and greater, the Contractor shall obtain guidance from the Edison Representative regarding project environmental and regulatory requirements prior to starting work, as additional regulatory requirement may apply, including filing advice letters and public notification.

9.1 Air Quality and Air Emissions

Each Contractor shall:

- Secure all required air permits for its own equipment without encumbering SCE with compliance obligations for that equipment.
- Operate equipment and perform work in compliance with applicable air regulations and air permits.
- Prepare and maintain any repaired logs, reports, or notifications, and provide copies to the Edison Representative upon request.

9.2 Biological and Archaeological/Historical Sensitivities

Contractors shall:

- Refrain from driving off established roads or performing grading, blading, trenching, digging, and/or vegetation removal, except within the bounds of an environmental clearance issued by ESD.
- Comply with SCE's Avian Protection Program by immediately reporting to the Edison Representative any bird mortalities at SCE facilities (substations, distribution lines, and transmission lines), not conducting work that may disturb active nests (i.e., nests with eggs or young birds) without prior approval from ESD, and avoiding tree-trimming or other potentially disruptive maintenance or construction activities in sensitive areas (e.g., riparian habitat) during nesting season (generally February through August) without prior approval from ESD.
- Stop work and contact the Edison Representative, if archeological, paleontological, or human remains are discovered.

9.3 Field Work Activities

Contractors shall:

- Provide personnel appropriate environmental training, which includes information regarding those resources and required avoidance and minimization measures, if an environmental clearance identifies sensitive biological or cultural resources or other environmental resources and sensitivities.
- Verify with the Edison Representative or delegate that the proper permits have been obtained to enter land not owned by SCE and that there are programs in place to comply with the permits.

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EHS Handbook for Contractors**SCE-EHS-SAFETY-HB-1****9.4 Hazardous Materials, Handling, Storage, and Transport**

Contractors shall:

- Maintain all required transportation permits, approvals, authorizations, logs, reports, or notifications, and provide copies to the Edison Representative upon request.
- Notify the Edison Representative immediately of any spills (of any quantity) or DOT-Reportable Incidents.
- Within one (1) business day, the Contractor shall submit the Contractor Incident and Evaluation Report, Part 1 (see Attachment A) via email to the Edison Representative copying ESD at GOTSPILL@sce.com.

9.5 Water Quality

- When working with hazardous materials, Contractors shall employ Best Management Practices to prevent spills from entering a storm drain.
- Most SCE facilities have Storm Water Management Plans (SWMPs) as required by the SCE Corporate Storm Water Management Program. Contractors shall comply with the requirements of the SWMP.
- Contractors shall not discharge any material into storm drains, sewers, or waterways, unless the discharge complies with the site's SWMP and applicable laws, regulations, and permits.
- If any land disturbance totaling one (1) acre or more is required (including, but not limited to, temporary roads, parking areas, and material laydown areas), the Contractor shall contact the Edison Representative to determine whether a Water Quality Management Plan, Storm Water Pollution Prevention Plan (SWPPP), or other water quality compliance document needs to be developed or permit must be obtained. Additional water quality requirements by the Municipal Separate Storm Sewer System (MS4) municipality could be imposed for land disturbance of less than one (1) acre.
- If any land disturbance beyond the approved project scope of work occurs, including spill cleanup, dredging, and filling in a waterway, the Contractor shall immediately notify the Edison Representative.
- When dewatering from a utility vault or underground structure, Contractors shall adhere to SCE's EN2 document (Underground Structure Water Handling and Disposal procedure), and meet the requirements of the current General Vault Discharge Permit issued by the state.
- When commercial vehicle washing is performed at an SCE facility, Contractors shall ensure that wastewater runoff does not enter a storm water drain. The waste water must either be directed to an onsite wash rack/clarifier or be collected and disposed out of the SCE facility in accordance with applicable laws and regulations and pending approval of the Edison Representative.

9.6 Waste Handling, Storage, Transport, and Disposal

Contractors shall:

- Coordinate waste management resulting from an SCE project with the Edison Representative
- Not dispose any SCE hazardous waste at facilities other than those that are authorized and approved by ESD
- Maintain any required logs, reports, or notifications and provide copies to the Edison Representative upon request
- Deliver Generator copies of Uniform Hazardous Waste Manifests to the Edison Representative within 48 hours of hazardous waste shipments

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EHS Handbook for Contractors**SCE-EHS-SAFETY-HB-1****10.0 DEFINITIONS**

Actual Life Altering	Injury, illness, fatality, or incident occurring in a place of employment, or in connection with employment, resulting in a permanent and significant loss of a major body part or organ function; permanently changes or disables normal life activity; or requires inpatient hospitalization for a period in excess of 24 hours for other than medical observation. Some examples include significant head injuries, spinal cord injuries, paralysis, major amputations, catastrophic fractured bones, and serious burns (highly visible, such as to the face or neck).
Actual Life-Threatening	Injury, illness, fatality, or incident occurring in a place of employment, or in connection with employment, requiring immediate life-preserving rescue action, that if not applied in an immediate fashion, would likely result in the death of that person. These cases usually require the intervention of emergency response personnel to provide life-saving support. Some common examples would include significant blood loss, damage to the brain or spinal cord, use of CPR or AED, chest or abdominal trauma affecting vital organs, and serious burns (third degree over a major portion of the body).
Competent Person	One who is capable of identifying existing and predictable hazards in the surroundings or working conditions that are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate the existing and predictable hazards.
Conditional Contractors	Tier 1 Contractors who, following safety performance and program review by the TPA, exhibit areas that may be below SCE and/or the industry standard in their safety performance but are qualified to perform work at SCE, with the condition that additional mitigation procedures are in place to ensure safe work practices are followed.
Contractor	The party entering into a contract to perform work for SCE. This term is also applicable to the Contractor's agent, person, or persons authorized to represent the Contractor, such as the Contractor's superintendent or foreman.
Contractor Representative:	The Contractor employee named in the contract or appointed by the Contractor to act on behalf of the Contractor.
Close Call	An event where no personal injury was sustained and no property was damaged, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.
CPUC-Reportable Incidents	The CPUC defines reportable injuries as those that meet any of the following criteria: <ul style="list-style-type: none"> • Fatality or personal injury rising to the level of inpatient hospitalization • Are the subject of significant public attention or media coverage • Damage to property of the utility or others estimated to exceed \$50,000 and are attributable or allegedly attributable to utility-owned facilities
Deliverables	Documentation, material, and any other works and services or deliverables delivered by Contractor to Edison under the Agreement.
DOT-Reportable Incidents	During the course of transportation in commerce (including loading, unloading, and temporary storage) as a direct result of a hazardous material: <ul style="list-style-type: none"> • A person is killed • A person receives an injury requiring admittance to a hospital • The general public is evacuated for 1 hour or more • A major transportation artery or facility is closed or shut down for 1 hour or more or the operational flight pattern or aircraft routine is altered • Fire, breakage, spillage, or suspected radioactive contamination occurs involving a radioactive material

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EHS Handbook for Contractors**SCE-EHS-SAFETY-HB-1**

- Fire, breakage, spillage, or suspected contamination occurs involving an infectious substance other than a diagnostic specimen or regulated medical waste
- A release of a marine pollutant in a quantity exceeding 450 liters (119 gallons) for liquids of 400 kilograms (882 pounds) for solids; or a situation exists of such a nature (e.g., a continuing danger to life exists at the scene of the incident) that, in the judgment of the person in possession of hazardous material, it should be reported to the National Response Center even though it does not meet these criteria
- An unintentional release of a hazardous material from a package (including a tank) or any quantity of hazardous waste that has been discharged during transportation

Edison Representative

An SCE employee responsible for managing the work performed under a contract. The Edison Representative may designate a trained SCE point of contact who is familiar with the contract work being performed.

Environmental Incident

Any incident involving a release of potentially hazardous material and/or unauthorized substance into the air, ground, storm drain, waterways, etc., or any action that violates federal, state, or local environmental laws and regulations. Any release that requires reporting to any federal and/or state agency is considered an environmental incident.

First-Aid Incident

The definition criteria of First Aid is available at: Cal/OSHA (Chapter 7. Division of Labor Statistics and Research Subchapter 1. Occupational Injury and Illness Reports and Records Article 2. Employer Records of Occupational Injury or Illness) [§14300.7 General Recording Criteria \(b\) \(5\) \(B\)](#). Can be described as an injury, illness, or incident requiring medical attention that is usually administered immediately after the injury occurs and at the location where it occurred, and often consists of a one-time, short-term treatment and requires little technology or training to administer. First aid can include cleaning minor cuts, scrapes, or scratches; treating a minor burn; applying bandages and dressings; the use of non-prescription medicine; and drinking fluids to relieve heat stress.

Hazardous Material

Any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment, if released into the workplace or the environment. Hazardous materials include hazardous substances, hazardous wastes, and any material that a handler or the administering agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment, if released into the workplace or the environment. Substances that are flammable, corrosive, reactive, oxidizers, combustible, or toxic are considered hazardous. Examples are oil, fuels, paints, thinners, compressed gases (e.g., acetylene, carbon dioxide, oxygen, nitrogen), radioactive materials, and pesticides.

Hazardous Waste

A waste, or combination of wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause or significantly contribute to an increase in serious, irreversible, or incapacitating reversible illness, or pose a substantial present or potential hazard to human health, safety, welfare or to the environment when improperly treated, stored, transported, used, or disposed of or otherwise managed; however, this does not include solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permits under section 402 of the Federal Water Pollution Control Act of 1967 as amended, or source, special nuclear, or by product material as defined by the Atomic Energy Act of 1954.

Incident

An event that results in an injury, illness, or close call.

Injury/Illness

Condition or disorder. Injuries include, but are not limited to, a cut, fracture, sprain, or amputation. Illnesses include both acute and chronic illnesses, including, but not limited to, a skin disease, respiratory disorder, or poisoning.

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EHS Handbook for Contractors	SCE-EHS-SAFETY-HB-1
Minor Injury/Illness	Injury, illness, or incident that is not life threatening or altering but requires more attention than just First Aid.
Potential Life Altering	A possible life-altering injury, illness, or incident that is more likely to occur than NOT to occur had the circumstances been different.
Potential Life Threatening	A possible life-threatening injury, illness, or incident that is more likely to occur than NOT to occur had the circumstances been different.
Property Damage	Any incident involving loss and/or damage to SCE-owned or non-SCE-owned property. The reporting requirement applies only to incidents that occur in the course of performing authorized contracted work and/or services on behalf of SCE.
Qualified Contractors	Tier 1 Contractors who, following safety performance and program review by the TPA, meet or exceed SCE-established standards for safety performance and programs and are approved to perform Tier 1 work at SCE.
Regulatory Agency Visit	Site visit by a federal, state, or local agency that has regulatory oversight of any aspect of utility operations and initiates a visit or contract to evaluate compliance.
Safety Professional	A certified safety employee whose responsibility is solely that of ensuring safe work practices and compliance with safety and health regulations.
Serious Injury	<p>The definition to be used for "serious work injuries" has its basis in the CCR Title 8 §330, Definitions:</p> <p><i>Any injury or illness (including death) occurring in a place of employment or in connection with any employment which requires inpatient hospitalization for a period in excess of 24 hours for other than medical observation or in which an employee suffers a loss of any member of the body or suffers any serious degree of permanent disfigurement.</i></p>
Services	The services and deliverables, if any, to be provided by the Contractor as described in the applicable scope of work and the corresponding purchase order.
Source Contractor	A business or person employed by a Contractor to carry out specific parts of a contract for SCE as part of a larger project.
Subcontractor	Any person who enters into an agreement with the Contractor or with another contractor to perform or furnish any portion of the work associated with the contract.
Third Party Administrator (TPA)	A professional service provider contracted by SCE to evaluate contractor safety performance and programs on behalf of SCE.
Tier 1	A designation assigned to contracted work activities that are high-risk and, without implementation of appropriate safety measures, are potentially hazardous or life threatening. Examples of these activities may include, but may not be limited to, air operations, general construction, trenching and excavation, demolition, activities requiring lockout/tagout, line-crew and energized electrical work, transportation of hazardous chemicals, confined space entry, hot work, working at heights, cleanup and remediation of hazardous substances or hazardous material waste, use of heavy machinery and equipment, and heavy lifting and rigging.
Tier 2	A designation assigned to contracted work activities that are lower-risk or routine in nature and not typically considered hazardous.
Unqualified Contractors	Tier 1 Contractors who, following safety performance and program review by the TPA, do not meet SCE and/or industry standards for safety performance and/or safety programs and cannot perform work at SCE.

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EHS Handbook for Contractors**SCE-EHS-SAFETY-HB-1****11.0 REVIEW/REVISION HISTORY**

Rev.	Date	Description of Revision	Contact
0	2/15/08	Initial distribution.	T. Roberts
1	6/9/08	Added discussion of the EHS Contractor Orientation Checklist and the sufficient English language comprehension requirement (2.1 h).	T. Roberts
2	6/19/08	Editorial changes, expanded definition of Edison Representative.	T. Roberts
3	10/1/09	Feedback from SCE organizations and legal review. Deleted the terms "directing and approving" from the discussion on the Edison Representatives responsibilities in Section 1.0 on Page 4. Added definition of DOT Reportable incidents.	T. Roberts
4	11/01/10	Editorial changes. Approved by: <ul style="list-style-type: none"> • Cecil R. House, Senior Vice President, Safety, Operations Support & Chief Procurement Officer • William Messner, Acting Director, Corporate EHS • James P. Meyers, Director, Supply Chain Management 	T. Roberts
5	7/17/12	Feedback from all SCE organizations and legal review. Significant additions and/ or revisions include: <ul style="list-style-type: none"> • Added new content to address New Construction projects. • Added new content to address contracted jobs that do not involve purchase orders and the responsibilities to conduct Contractor EHS Orientations. • Provided reporting clarification for injury and environmental incidents. • Revised the process for completing and submitting written reports for non-serious injuries and property damage incidents. Contractors will complete and submit a monthly report to Corporate Health and Safety. Added a reporting template for contractors to use. • Added new content involving the areas of Radio Frequency (RF) Exposures and Industrial Hygiene. • Added new content and detail involving the Water Quality section of the handbook. 	Albert Chin
6	6/15/15	Editorial changes and new requirements related to the implementation of the Contractor Safety Management Standard.	S. Hart
7	12/1/16	Changes to align with the 2017 Contractor Safety Management Standard enhancement, including the addition of the Handbook for Contractors Checklist. Major revision to the Incident Reporting Section and the Incident Evaluation Report.	J. Parker

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12.0 ATTACHMENTS

Attachment A: Contractor Incident and Evaluation Report

Attachment B: Contractor Incident and Evaluation Report: Final Report Guidance

Attachment C: Handbook for Contractors Checkiist

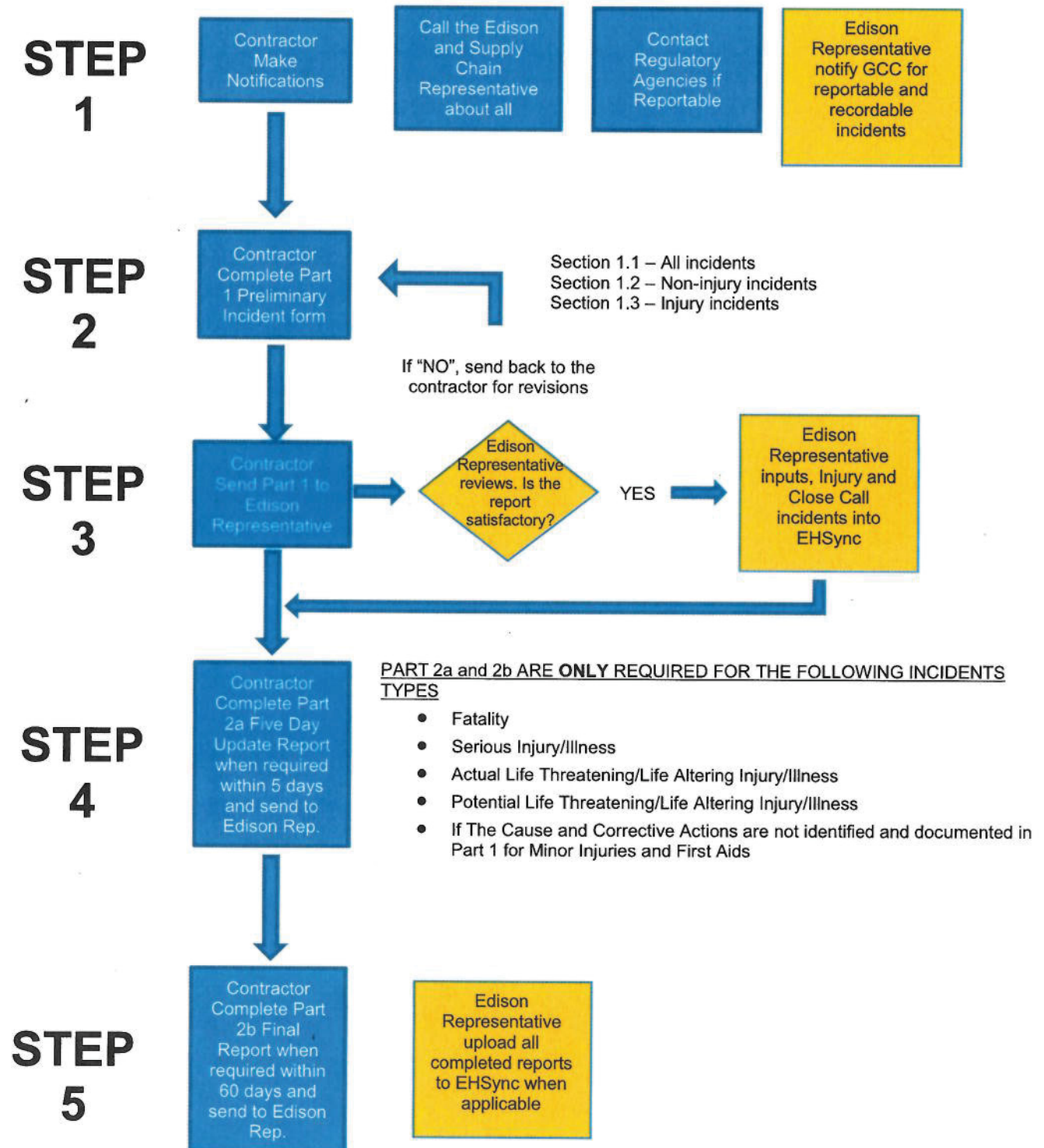
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Attachment A: Contractor Incident and Evaluation Report

Part 1 – Preliminary Incident Report

HOW TO COMPLETE ATTACHMENT A – CONTRACTOR CAUSE EVALUATION REPORT



Attachment A: Contractor Incident and Evaluation Report

Part 1 – Preliminary Incident Report

INCIDENT REPORTING

Southern California Edison requires contractors to notify the Edison Representative of all Safety Incidents. These Safety Incidents include: First Aid incidents, injuries above first aid, Close Call, Safety Violation, Vehicle Accident, Property Damage, Equipment Failure, Crew Caused Circuit Interruption, Unplanned Outage, Primary Electrical Flash, Secondary Electrical Flash, Switching, Wiring/Conductor, Grounding Incident, Hazardous Material Release, Environmental Incident, Customer Complaint/Negative Contact, and Fire incident types.

Notification Requirements

Contractor shall take appropriate steps to secure the site to prevent further incident and immediately notify the Edison Representative of the incident with a phone call and e-mail back up confirming the communication.

Contractors shall send completed Part 1, and when applicable Part 2a and 2b, reports to the following SCE personnel and emails:

- Your Edison Representative or designee (All Incidents)
- Your Supply Chain Management Representative (All Incidents)
- Notify the IBEW Local 47 of all Circuit Interruptions (Sroberts@ibew47.org, Rpeterston@ibew47.org, MHernandez@ibew47.org).

Agency	Agency Notification Requirement	Outside Normal Work Hours
OSHA	Within 8 hours of the initial report	
DOT	Within 2 hours of knowledge	No longer than 4 hours after becoming aware of a reportable incident

CONTRACTOR REPORTING REQUIREMENTS

Contractors shall complete and send the Contractor Incident and Evaluation Report (Attachment A: Part 1, 2a, & 2b) to the Edison Representative and Supply Chain Representative as follows:

- Within one (1) business day, Contractor completes and submits the Preliminary Incident Report Part 1, Section 1.1 to 1.4.
- Within five (5) calendar days, Contractor updates Sections 1.1 to 1.4 as necessary and completes the Five (5) Day Update Report (part 2a) for the following incidents types: Serious injury/illness, Fatality, Life Altering, Life Threatening, and Potential Life Threatening or Altering Incidents, OR if the cause and corrective actions are NOT identified and documented in Part 1.
- Within sixty (60) calendar days, Contractor shall complete the Final Report Part 2b for the following incidents types: Serious injury/illness, Fatality, Life Altering, Life Threatening, and Potential Life Threatening or Altering Incidents (see Attachment B for guidance). If an extension of due date for Part 2b Final Report is required due to the complexity of the incident, an extension can be approved by the SCE Director of Supply Chain Management, or T&D Director or designee.

Contractors shall submit all associated photos and additional documentation in a single PDF file via email to the Edison Representative when submitting Parts 1, 2a, and 2b of the Contractor Incident and Evaluation Report.

Attachment A: Contractor Incident and Evaluation Report

Part 1 – Preliminary Incident Report

Contractors shall track corrective action completion with an owner and due date, within their own tracking system.

Contractors shall track corrective action completion with an owner and due date, within their own tracking system.

EDISON REPRESENTATIVE REQUIREMENTS

The Edison Representative or delegate shall ensure the following:

- Notifications are made regarding defined CPUC, OSHA and Serious Injury Incidents to the Grid Control Center immediately.
- The contractor's incident investigation is reviewed for accuracy and acceptance. Within one business day, the Edison Representative shall send the report to the following distribution lists:
 - TDIncidentReporting@sce.com (All Incidents)
 - CCIIncidentReporting@sce.com (Circuit interruptions only)
 - CorpSafetyStatisticsDataMgmt@sce.com (Serious Injury, Fatality, Injury/Illness/Close Calls incidents only)
 - GOTSPILL@sce.com (Hazardous Materials Spills only)
- The Contractor has completed all notification and report requirements within the allotted timeframes as described in the Contractor Notification and Report Requirement sections above.
- Data is entered from Part 1 Preliminary Incident Report (see attachment A) into EHSync as soon as possible but within 2 business days of receiving from the Contractor.
 - NOTE: When entering incident into EHSync, the response to the question, "Was the Injury Assistance Program (IAP) offered to the employee?" will always be "No."
- Part 2a Five Day Update Report (see attachment A) is entered as an attachment in EHSync with the associated incident as soon as possible but within 2 business days of receiving from the Contractor.
- Part 2b Final Report (see attachment A) is attached with any associated photos/documentation as soon as possible but within two (2) business days of receiving from the Contractor.
- The Executive Summary from Part 2b (see Attachment A) Final Report is entered into the EHSync Executive Summary data field. If the summary is too large, summarize to minimally show the findings and corrective actions.
- Part 1, 2a and 2b (see attachment A) is sent within two (2) business days of receipt to:
 - Contract Representative
 - Contract Manager
 - Immediate Manager
 - Claims Representative (as directed)
- Claims is consulted on sharing/gathering of further information. If advised to do so, the Edison Representative advises the Contractor to add any new details and resubmit Parts 1, 2a, or 2b (see attachment A).
- The Contractor has a tracking system and completion is monitored periodically.

Attachment A: Contractor Incident and Evaluation Report

Part 1 – Preliminary Incident Report

SECTION 1.1 – GENERAL INFORMATION

Complete the table below to indicate the type of incident is being reported. Check ALL that apply.

The Edison Representative must enter the incident into EHSync if any boxes in this column are checked.	All other incident information will only be collected on this form		
<input type="checkbox"/> Injury/Illness <input type="checkbox"/> Close Call <input type="checkbox"/> Environmental <input type="checkbox"/> Hazardous Material Release	<input type="checkbox"/> Crew Caused Circuit Interruption <input type="checkbox"/> Unplanned Outage <input type="checkbox"/> Primary Electrical Flash <input type="checkbox"/> Secondary Electrical Flash	<input type="checkbox"/> Switching <input type="checkbox"/> Wiring/Conductor <input type="checkbox"/> Grounding Incident <input type="checkbox"/> Operating Tools/Equip <input type="checkbox"/> Equipment Failure	<input type="checkbox"/> Property Damage <input type="checkbox"/> Customer Complaint/Negative Contact <input type="checkbox"/> Fire <input type="checkbox"/> Safety Violation <input type="checkbox"/> Vehicle Accident

Reporting Person (Contractor)* indicates required field in EHSync system

First Name: *		Name of Edison employee contacted:	
Last Name: *		Check if Subcontractor involved:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Company Name: *		Subcontractor Company Name:	
E-mail:		Date of initial report to SCE (Edison Representative):	
Purchase Order #:		Control Number:	
Work Order#:		(SEE SECTION 1.4 FOR CONTROL NUMBER INSTRUCTIONS)	
USA Ticket #:			

What Happened?

Title (Brief Description): *	
Description of Event: *	
Cause (Why did it happen?):*	
Immediate actions taken (actual actions taken):*	
Extent of Condition (could this event happen anywhere else, if so where?):	
Recommended Actions:*	
Check if SCE vehicle was involved:	<input type="checkbox"/>
Were other employees injured or ill:*	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
Injured at Edison Facility:*	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
Did or could this injury have resulted in a serious injury or fatality (SIF):*	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown

Type of work:

<input type="checkbox"/> Transmission Line Construction	<input type="checkbox"/> Line Clearing	<input type="checkbox"/> Civil Construction	<input type="checkbox"/> Substation	<input type="checkbox"/> Other
<input type="checkbox"/> Distribution Line Construction	<input type="checkbox"/> Vegetation	<input type="checkbox"/> Power Production	<input type="checkbox"/> Traffic Control	<input type="checkbox"/> Office

When did it happen?

Date: *	Time (military time): *
---------	-------------------------

Where did it happen?

Department/Where Incident Occurred:		Street address:	
Location: *		City: *	
Area within Location? *		State: *	
County: *		Postal Code: *	

* - Required field

NOTE: Minor Injuries and First Aids only require Part 1 to be completed,

HOWEVER if a cause is **NOT** identified,
a Part 2.a (Five-Day Update) will be **REQUIRED**

Attachment A: Contractor Incident and Evaluation Report

Part 1 – Preliminary Incident Report

SECTION 1.2 – NON-INJURY INCIDENTS

Crew Caused Circuit Interruption/Switching/Wire Conductor/ Other Incident

Project Name:	District:
Scope of Work:	Sector:
Circuit:	District/Trans Region:

SECTION 1.3 – INJURY INCIDENTS

THIS SECTION SHOULD BE COMPLETED AND SENT TO EDISON REPRESENTATIVE FOR INJURY OR ILLNESSES ONLY

Severity of Injury (select the highest level)

<input type="checkbox"/> Life Threatening Actual (highest)	<input type="checkbox"/> Life Altering Actual	<input type="checkbox"/> Minor Injury/Illness
<input type="checkbox"/> Life Threatening Potential	<input type="checkbox"/> Life Altering Potential	<input type="checkbox"/> First Aid (lowest)

Who was injured? *

☐ Employee/Supplemental Worker w/PERNR ☐ Contractor w/o PERNR ☐ Multiple (Use additional comments section)

Does the injured party report to an SCE supervisor? ☐ Yes ☐ No

First Name (Injured person): *	Last Name: *	
Org Unit	Company: *	
E-Mail:	Phone:	
Job Classification: *		
How did the incident or exposure occur? *		
Date and Time Supervisor first knew of injury? *	Date: Time:	
Injured while performing company duties? *	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown Comments:	
Did a rule, policy, or procedure violation occur?	<input type="checkbox"/> Yes <input type="checkbox"/> No Comments:	
Did an unsafe act or work practice occur?	<input type="checkbox"/> Yes <input type="checkbox"/> No Comments:	
Does the incident meet the criteria for post incident testing set forth in the fitness for duty policy? *	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown Comments:	
Did the individual lose at least one full work day after date of injury? *	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown Comments:	
Additional Comments:		
Body Part: *	Choose one (X)	Head Lower Extremities Upper Extremities Neck Trunk Multiple Body Parts

Attachment A: Contractor Incident and Evaluation Report

Part 1 – Preliminary Incident Report

Injured Person Condition/Status and Treatment:

Fatality: * <input type="checkbox"/> Yes <input type="checkbox"/> No
Treatment Beyond First Aid: * <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
Unconsciousness: * <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
Immediate Resuscitation: * <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
Treated in Emergency Room: * <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
Hospitalized Overnight: * <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
Where is the employee being treated:
Physician Name:

Witnesses (provide additional sheets if more than 1 witness)

First Name:	Last Name	
Organizational Unit:	Company:	
Email:	Phone	
Comments:		

Object or Substance that directly injured individual: * Pick one below (X); Not otherwise classified (NOC)

<input type="checkbox"/> Abnormal Air Pressure	<input type="checkbox"/> Absorption, Ingestion, or Inhalation, NOC	<input type="checkbox"/> Animal or Insect	<input type="checkbox"/> Broken Glass	<input type="checkbox"/> Caught In or Between, NOC
<input type="checkbox"/> Chemicals	<input type="checkbox"/> Cold Objects or Substances	<input type="checkbox"/> Collapsing Materials (Sides of Earth)	<input type="checkbox"/> Collision or Sideswipe with another vehicle	<input type="checkbox"/> Collision with a fixed object
<input type="checkbox"/> Contact with NOC	<input type="checkbox"/> Continual Noise	<input type="checkbox"/> Crash of Airplane	<input type="checkbox"/> Crash of Rail Vehicle	<input type="checkbox"/> Crash of Water Vehicle
<input type="checkbox"/> Cumulative NOC	<input type="checkbox"/> Cut, puncture, scrape, NOC	<input type="checkbox"/> Dust, Gases, Fumes or Vapors	<input type="checkbox"/> Electrical Current	<input type="checkbox"/> Electrical Flash
<input type="checkbox"/> Explosion or Flare Back	<input type="checkbox"/> Fall greater than 4 feet	<input type="checkbox"/> Fall less than 4 feet	<input type="checkbox"/> Fall, Slip or Trip, NOC	<input type="checkbox"/> Falling or Flying Object
<input type="checkbox"/> Fellow Worker, Patient, or other person	<input type="checkbox"/> Fire or Flame	<input type="checkbox"/> Foreign Matter in Eyes	<input type="checkbox"/> From Different Level	<input type="checkbox"/> Other:
Did the individual lose at least one full work day after date of injury? * <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown				
Date Supervisor first knew of injury? *				
Injured while performing company duties? * <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown				

Activity of injured person? *Pick one below (X) – list continues on next page

<input type="checkbox"/> Operating Field Tools/Equipment	<input type="checkbox"/> Phone Calls	<input type="checkbox"/> Pulling / Pushing	<input type="checkbox"/> Reaching / Stretching	<input type="checkbox"/> Routine Field Work – Not Specified
<input type="checkbox"/> Sitting	<input type="checkbox"/> Standing	<input type="checkbox"/> Typing/Mousing	<input type="checkbox"/> Walking (Stairs)	<input type="checkbox"/> Walking (No Stairs)
<input type="checkbox"/> Bending/Kneeling/Squatting	<input type="checkbox"/> Climbing (pole)	<input type="checkbox"/> Climbing ladder/tower/wall	<input type="checkbox"/> Confidential	<input type="checkbox"/> Digging
<input type="checkbox"/> Driving/Riding in Vehicle	<input type="checkbox"/> Employee Does Not Know	<input type="checkbox"/> Entering/Exiting Vehicle	<input type="checkbox"/> Lifting/Carrying	<input type="checkbox"/> Operating Disconnects/Switching

Attachment A: Contractor Incident and Evaluation Report

Part 1 – Preliminary Incident Report

<input type="checkbox"/> Working with Office Materials	<input type="checkbox"/> Working with Customer Offsite	<input type="checkbox"/> Working on pole	<input type="checkbox"/> From ladder or Scaffolding	<input type="checkbox"/> From liquid or Grease Spills
<input type="checkbox"/> Hand Tool or Machine in Use	<input type="checkbox"/> Hand Tool, Utensil, not Powered	<input type="checkbox"/> Holding or Carrying	<input type="checkbox"/> Hot Objects or Substances	<input type="checkbox"/> Into openings – shafts, excavations, floor openings
<input type="checkbox"/> Jumping or Leaping	<input type="checkbox"/> Lifting	<input type="checkbox"/> Machine or Machinery	<input type="checkbox"/> Motor Vehicle (stuck against or stepping on)	<input type="checkbox"/> Motor Vehicle, NOC
<input type="checkbox"/> Moving Parts of Machine (Striking against or Stepping on)	<input type="checkbox"/> Moving Parts of Machine (Struck or Injured by)	<input type="checkbox"/> No injury – incident only	<input type="checkbox"/> Object being lifted or handled (cut, puncture, scrape)	<input type="checkbox"/> Object being lifted or handled (striking against or stepping)
<input type="checkbox"/> Object being lifted or handled (struck by or injured by)	<input type="checkbox"/> Object handled (caught in or between)	<input type="checkbox"/> Object handled by others (caught in or between)	<input type="checkbox"/> On ice or snow	<input type="checkbox"/> On same level
<input type="checkbox"/> On stairs	<input type="checkbox"/> Other than physical cause of injury	<input type="checkbox"/> Other – Miscellaneous, NOC	<input type="checkbox"/> Person in act of a crime – Robbery or Criminal Assault	<input type="checkbox"/> Powered hand tool, Appliance
<input type="checkbox"/> Pushing or Pulling	<input type="checkbox"/> Radiation			

Does the incident meet the criteria for post incident testing set forth in the fitness for duty policy? * ☐ Yes ☐ No ☐ Unknown

What body part? * Add List box matching EHSync Values

Body Part Description: Add text box

Did a rule, policy, or procedure violation occur? ☐ Yes ☐ No

Did an unsafe act or work practice occur? ☐ Yes ☐ No

Witnesses

First Name:		Last Name	
Organizational Unit:		Company:	
Email:		Phone	
Comments:			

Attachment A: Contractor Incident and Evaluation Report

Part 1 – Preliminary Incident Report

SECTION 1.4 – CONTROL NUMBER DIRECTIONS

Control Number Determination

- 1) Determine and enter the Control Number and/or Revision Code followed by contractor name into the Control # field. The Control Number (e.g., MMY00-RX) for the report is determined by the month, year, and monthly report count for all work types in the region followed by the revision code (if any).
 Example 1: Control # "051501" represents the first report in the region for May.
 Example 2: Revision code for subsequent versions are denoted by the letter R and sequence number – "051501-R1"
- 2) Name and save the file as a PDF. The file naming convention (XXX-MMY00-RX-company) is determined by region code, month, year, monthly report count, revision code if applicable, and company name.
 - 1.
 2. For example, the first report for the ACME company working in Metro East in May 2015 - "MET-051501-ACME". Revision codes should be denoted in subsequent versions, e.g., "MET-051501-R1-ACME".

NOTE: The first report submission does not need a revision code but subsequent versions to a report should be denoted by the letter R and sequence number (XXX-MMY00-RX-ACME), i.e., the first revision would be denoted as "MET-051401-R1-ACME".

Region Code		Control			Revision Code		Name
XXX	-	MM	YY	0	-	R	XXXX
Region		Month	Year	Report Count (by Region)		Revision Count	e.g. ACME
MET = Metro East		01 = Jan	15 = 2015	01 = 1 st Report of the month for Region		"Blank" = Original	
MWT = Metro West		02 = Feb	16 = 2016	02 = 2 nd Report of the month for Region		R1 = 1 st Revision	
SJQ = San Joaquin		03 = Mar	17 = 2017	03 = 4 th Report of the month for Region		R2 = 2 nd Revision	
SJC = San Jacinto		04 = Apr	18 = 2018	04 = 4 th Report of the month for Region		R3 = 3 rd Revision	
NCT = North Coast		05 = May	19 = 2019	05 = 5 th Report of the month for Region		R4 = 4 th Revision	
SRS = South Rurals		06 = Jun	20 = 2020	06 = 6 th Report of the month for Region		R5 = 5 th Revision	
DST = Desert		07 = Jul		07 = 7 th Report of the month for Region			
ORG = Orange		08 = Aug		08 = 8 th Report of the month for Region			
NRS = North Rurals		09 = Sep					
SUB = Substation		10 = Oct					
PPD = Power Prod.		11 = Nov					
LCC = Line Clearing		12 = Dec					

INFORMATION FOR EDISION REPRESENTATIVE ONLY

When entering incident into EHSync, the response to the question, "Was the Injury Assistance Program (IAP) offered to the employee?" will always be "No."

Attachment A: Contractor Incident and Evaluation Report

Part 2a – Five Day Update Report

Date of Incident:			
Company Name:			
Summary of Event: Brief summary in chronological order of relevant events, activities, or equipment status prior to and including termination of the event. State if CAL OSHA or CPUC was notified of this event.			
Immediate Actions Taken: (e.g. steps taken to secure the site, call emergency services, and notify the Edison Representative)			
Status of Injured Person(s) and/or Fatality or Equipment: Person(s) condition (e.g. released from hospital on 01/12/18) or 12 kv Bravo line returned to service on 01/12/18).			
Interim Actions Taken: Temporary actions that are being taken to prevent same or similar events until final corrective actions can be identified. List both open & closed actions.			
Potential Causes: List here any cause(s) that are being explored. These are not considered to be final because the evaluation is not complete.			
OSHA Notifications:		Date:	Time:
			Case#:
Status of Cause Evaluation: Check all that are completed.		<input type="checkbox"/> Evaluation Team Identified <input type="checkbox"/> Vendor Hired to Perform Evaluation <input type="checkbox"/> Problem Statement Created <input type="checkbox"/> Interviews Scheduled <input type="checkbox"/> Interviews Completed	
		<input type="checkbox"/> Analysis Conducted <input type="checkbox"/> Report In Progress <input type="checkbox"/> Report Completed <input type="checkbox"/> Report Submitted	
Challenges: Also, use this section to provide any challenges, reasons for delay, outside entities' involvement, etc.			

Attachment A: Contractor Incident and Evaluation Report

Part 2b – Final Report

FOR GUIDANCE ON ANY SECTION IN THE FINAL REPORT, SEE ATTACHMENT B.

GENERAL INFORMATION

Date this report approved:

Report approved by:

Title:

Evaluation Team participants:

Name:		Name:	
Company:		Company:	
Title:		Title:	
Name:		Name:	
Company:		Company:	
Title:		Title:	
Name:		Name:	
Company:		Company:	
Title:		Title:	
Date of Incident:		Location of Incident	
Company of the injured worker		Description of injury	

List name of injured person	Title	Title used in the report	Years of Service	Years in Position
List name of involved person	Title	Title used in the report	Years of Service	Years in Position

Attachment A: Contractor Incident and Evaluation Report

Part 2b – Final Report

EXECUTIVE SUMMARY

[1-2 paragraphs - briefly describe who, what, where, and how the event happened, paraphrase cause and major corrective actions. No more than one page.]

PROBLEM STATEMENT

Requirement

[1-2 sentences - State the governing requirement or standard or expectation.]

Deviation

[1-2 sentences - State the deviation from the requirement.]

Consequences

[1-2 sentences - State the consequences (actual or potential) of the deviation.]

EXTENT OF CONDITIONS (EOCo)

[Perform an evaluation that focuses on identifying where the same or similar problem or condition exists or may exist with other equipment, processes, personnel, or written instructions. State the parameters of the evaluation performed and if they can be used to determine if the same or similar condition exists. Example: We reviewed all the other work being performed for SCE (two identified Work Order# 1234AB and 5432XZ). It was determined the same equipment defect exists on Work Order# 1234AB.]

List the actions taken to address each extent of condition scenario.

- *When an extent of condition evaluation identifies more problems that are the same or similar, then develop corrective action(s) to address those problems and list in the CA Matrix section of this report.*
 - *In the event an extent of condition evaluation cannot be completed within the time period of this cause evaluation, then assign a corrective action to complete the review.*
 - *The corrective action should include direction to create additional corrective actions as identified during the extent of condition evaluation.]*
- *EOCo 1: [List the corrective action for the extent of condition identified (e.g. Defective capacitor on Work Order# 1234AB replaced with a new model capacitor on 01/22/18 and passed acceptance test).*

Attachment A: Contractor Incident and Evaluation Report

Part 2b – Final Report

SEQUENCE OF EVENTS

[Use a list or paragraph form to describe the sequence of events so the reader can get a visual picture of the timeline of events. Include times if relevant to the event and state whether the times are exact or approximate.]

ANALYSIS AND CAUSES

[Document your analysis process and the identified causes. For suggested analysis methods, see Attachment B of the EHS Handbook for Contractors]

OPERATIONAL EXPERIENCE

[Evaluate if there have been other similar events in the past 3 years while on a project for SCE and what the corrective actions were. State here if there have been similar events, the corrective actions, completion date and if they were successful or not.]

LESSONS LEARNED (Not directly related to causal factors of this evaluation)

[State the lesson learned]

Lesson Learned #1 – *[State the reasoning behind the lessons learned and the actions being taken to address the lesson learned (e.g., During the course of this evaluation it was identified that the Crane driver had an expired driver's license. This expired driver's license did not cause or contribute to the equipment failure that caused this event.)]*

Attachment A: Contractor Incident and Evaluation Report

Part 2b – Final Report

CORRECTIVE ACTION MATRIX

Cause Evaluation Element	Description	Owner/OU/Due Date
Problem Statement <i>[State the consequence, paraphrase]</i>	[State the actions taken immediately after incident]	Completed
Immediate & Interim Actions	[Describe the actions that have been taken as interim until the evaluation could be completed. If multiple actions list them all.]	[Name, Title, Due Date]
Apparent Cause (AC): <i>[State the AC, paraphrase]</i>	[Describe the action that addresses the AC in this row. Add an additional row for each AC identified. If multiple actions list them all.]	[Name, Title, Due Date]
Contributing Cause (CC): <i>[State the CC, paraphrase]</i>	[Describe the action that addresses the CC in this row. Add an additional row for each CC identified. If multiple actions list them all.]	[Name, Title, Due Date]
Extent of Condition: <i>[State the EOCo, paraphrase]</i>	[Describe the action that addresses the EOCo in this row. Add an additional row for each EOCo identified. If none state NONE]	[Name, Title, Due Date]

Attachment B: Contractor Incident and Evaluation Report Final Report Guidance

GENERAL INFORMATION

List the date this report was approved, who approved it, and their title.

List those who participated as part of the evaluation team.

List general information about the event and persons involved in the incident:

- Date of Incident
- Location of Incident (e.g., city and general description; also state if this was an SCE facility)
- Company of the injured worker (e.g. Subcontractor ABC Company)
- Description of injury (e.g., 2nd degree burn to left side of face and left arm 3rd degree burn)
- List name of injured person, those involved with the incident (e.g. their foreman, supervisor, co-workers) including their formal work title, years of service with the company and years in position.
- List name of involved person, those directly involved with the incident (e.g. their foreman, supervisor, co-workers, planner, driver, etc.) including their formal work title, years of service with the company and years in position.
- Title used in report – Do NOT use individual names in the report, list them once in the general information section and associate their name with a title that is used through the report (e.g. Johnny Doe – Foreman #1, John Roe – Lineman #1, Jane Doe – Crane Driver #1).

EXECUTIVE SUMMARY

1-2 paragraphs - briefly describe who, what, where, and how the event happened, paraphrase cause and major corrective actions. No more than one page. State if an OSHA or CPUC or DOT notification was made, time and date.

PROBLEM STATEMENT

The Problem Statement aligns management and evaluators so they are both in agreement as to what problem is to be solved.

The Problem Statement should be brief and should include the requirement/standard/expectation, deviation, and consequences (actual and potential). The Problem Statement does NOT include the cause.

The Consequence should highlight both the actual and potential consequences.

Example:

- Requirement, Standard, or Expectation: ABC company policy is committed to ensure all employees work safely and go home in the same condition they came.
- Deviation: On 01/22/18, Foreman #1 was involved in an ABC company vehicle roll-over accident.
- Consequence: Actual: Foreman #1 (driver) sustained four stitches to his right hand and the vehicle was salvaged. Potential: The accident was severe enough that Foreman #1 could have suffered Life Threatening Injuries.

Attachment B: Contractor Incident and Evaluation Report Final Report Guidance

IMMEDIATE ACTIONS

Immediate Corrective Action, steps taken without delay to resolve situations or conditions involving same or similar concerns, usually requires prompt attention.

Examples:

- Lineman #1 was taken by ambulance to Fairfield Hospital, treated and released with 4 stitches.
- The GCC was called and de-energizing a downed power line (12kv Bravo line in Barstow).
- Communicated the fall hazard to next two shifts (on 01/22/18) and barricaded the slippery floor with cones and safety tape.

INTERIM ACTIONS

A temporary action taken between the time a problem is discovered and when the final actions are complete to prevent or mitigate the effects of the problem, and/or minimize the probability of a repeat problem.

Examples:

- Removed the faulty Wire Cutter (SAP# 10148066) and destroyed those found on all ABC company trucks to prevent use.
- Stopped work using Chopper Truck until ABC Company workers (15 lineman) using this equipment received training from ABC Company Safety Representative on proper use of truck and associated equipment.

EXTENT OF CONDITIONS (EOCo)

Extent of Condition (EOCo) answers the question – ***where else does the same or similar problem or condition exist*** so the latent problem or condition can be eliminated or mitigated to prevent future events.

Determine where the same problem or condition exists or may exist with other equipment, processes, personnel, or written instructions. This review should be performed to the level of detail commensurate to the significance and consequence of the cause evaluation and should be performed early in the evaluation report process. For Potential Life Altering incidents, the EOCo may be bound to just this crew involved or specific equipment, for a fatality the EOCo should expand to the entire company.

Example:

A newly issued AMP Meter gives a mild shock to a technician. All newly issued AMP meters should be taken out-of-service until the cause and corrective action determined.

If a newly issued AMP Meter gives a shock and causes a fatality. All AMP meters should be taken out-of-service until the cause and corrective action determined.

Attachment B: Contractor Incident and Evaluation Report Final Report Guidance

ANALYSIS

The value in Analysis is it organizes large amounts of data, displays the logic for presentation, ensures quality to the evaluation, ensures a thorough evaluation, and builds credibility for the analysis.

Through analysis causes and corrective actions are identified.

Causal Factors are any factors that initiate the event, contribute to its outcome, or exacerbate its consequences. Causal factors are those actions, conditions, or events that directly or indirectly influence the outcome of a situation or problem.

Causes should have the following criteria:

- The problem would not have occurred had the cause(s) not been present.
- The problem will not recur due to the same cause(s) if the cause(s) are corrected or eliminated.
- Correction or elimination of the cause(s) will prevent occurrence of similar conditions.
- The magnitude of the incident would have been significantly less if the cause(s) had not been present.

Analysis Types

The depth of analysis is dependent on the actual and potential consequences of the event.

- Potential and actual Life Threatening or Life Alerting incidents require at least two types of analysis to ensure different perspectives are used to identify causal factors (e.g. Barrier Analysis and Event & Causal Factor Analysis are the two most widely used analysis types)
- Lesser injuries such as Minor Injury would only require one type of analysis (e.g. usually Standard Cause Evaluation Tool)

Note: Interviewing, data review, training document reviews, troubleshooting, records review, equipment testing, etc. are not analysis – this is how we start gathering information to determine “WHY” the Equipment Failed or Undesired Action/Condition occurred.

Event & Causal Factor Analysis (ECFA)

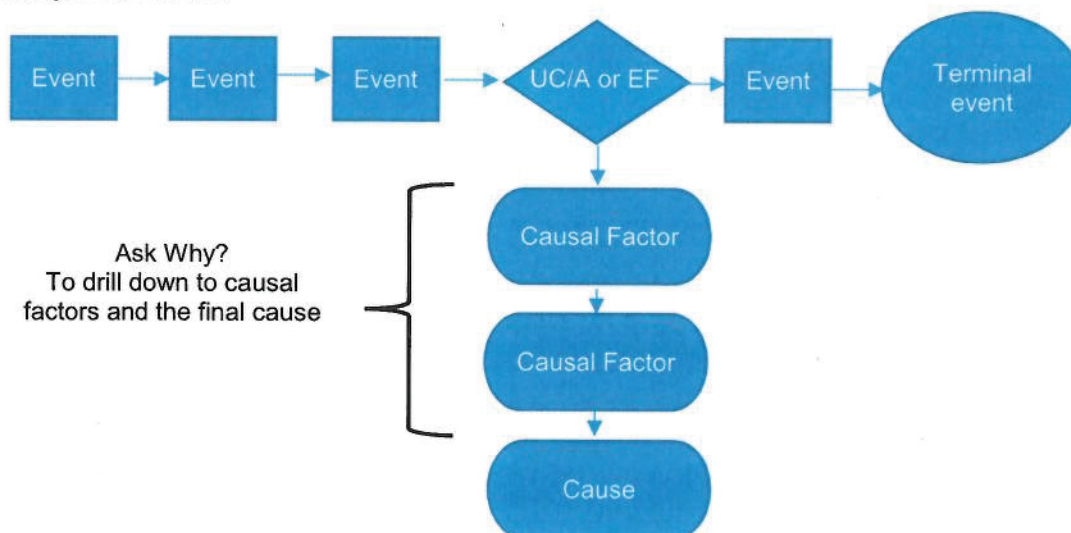
ECFA is a flow chart-based analysis method that uses symbols and directional flow lines to reconstruct the event by defining the sequence of events, Equipment Failure or Undesired Action/Condition, causal factors and causes (aka ECFA Chart).

How to perform an Event & Causal Factor Analysis:

- 1) Gather initial information, sequence of events and data
- 2) Define the Terminal Event (e.g. the injury or when the injured person is in a safe condition such as at the hospital)
- 3) Construct a preliminary timeline of steps leading up to the Terminal Event
- 4) Identify the Undesired Action/Condition (UC/A) or Equipment Failure (EF)
- 5) Identify the Causal Factors for each UC/A or EF
- 6) Determine the Cause(s) by asking “WHY” – Apparent Cause(s), Contributing Cause(s)
- 7) Determine corrective action(s) for each cause.

Attachment B: Contractor Incident and Evaluation Report Final Report Guidance

Example ECFA Chart



Barrier Analysis

How to perform a barrier analysis:

- 1) Become Familiar with The Task/Activity
- 2) Determine those barriers/controls that should have caused/directed proper performance
- 3) Analyze to determine why they were ineffective
- 4) Evaluate potential missing barriers/controls that would have prevented the event
- 5) Determine "WHY" those barriers/controls did not exist

Barrier or control - any device, measure, or process that does one of the following:

- Promotes appropriate actions or conditions
- Prevents/Discourages/Detects/Compensates for Undesired Actions/Conditions or Equipment Failures

A table can be effective to demonstrate a barrier analysis. For example:

Consequence	Barrier analyzed	Effective or Ineffective and Why
Vehicle Accident	Company Policies	Effective: The company has policies that restrict employees from using cell phones while driving
	Policy Use	Ineffective: The employee did not adequately apply the company policy.
	Qualification	Weak: The employee was qualified (life time qualification) 20 years ago on use of this vehicle, but has not driven this vehicle in the last 15 years.

Attachment B: Contractor Incident and Evaluation Report Final Report Guidance

Other barriers to consider:

Change Management	Job Hazard Analysis	Barrier tape
Policies and Practices	Supervisory Oversight	Pre-job walk-down
Work Orders	Tailboards	Regulations
Qualifications	Training	Ground fault protective devices
Formal communications	Procedures/Guidelines	Job preparation
Specifications	Verification practices	Management Expectations

Standard Cause Evaluation Tool

The analysis assesses people, process, and equipment break-downs from an *individual, supervisory, program, procedure, and equipment failure* perspective and includes typical breakdowns associated with each area.

The analysis starts on the left with individual performance, progress through supervisor, plan/procedure performance, to program/process performance as one ask question moving to the right. Equipment failures are also addressed.

Once a cause is identified (a YES), then perform a “WHY” Analysis

In some cases, there may be an individual performance issue that is not caused by a problem in one of the columns to the right. In cases like this, the performance issue is best dealt with in the performance management system, like coaching.

Asking “WHY” Analysis is the art of systematically drilling down to an actionable cause. It’s a simple, yet effective way to determine the apparent cause in almost any situation. You must approach this analysis step by step with logical questions summarizing the observations from earlier questions. Essentially, you can find the apparent cause of a problem and show the relationship of causes by repeatedly asking the question, “Why?”

Another critical point in this analysis is knowing when to stop asking why. Knowing when to stop mostly depends on three questions:

1. How relevant are the questions and answers to the original problem you are investigating?
2. Did you find a cause that helps you control or prevent the problem?
3. Are the questions and answers significant enough, considering your problem statement?

The Standard Cause Evaluation Tool is useful in determining the Apparent Cause of an incident and stops when an individual/supervisor, procedure or process performance issue is identified. This is in contrast to a Root Cause, which identifies organizational and programmatic causes as when a fatality occurs.

STANDARD EVALUATION TOOL

Document the cause(s). For human performance incidents document the person's response in your evaluation (analysis section), as to "*WHY they behaved the way they did.*"

Attachment B: Contractor Incident and Evaluation Report Final Report Guidance

STANDARD EVALUATION TOOL

Using the Standard Evaluation Tool

The Standard Evaluation Tool assesses human performance, process, program, procedure and/or equipment failures from a “people” (individual, supervisory), “procedure/program/process” or “equipment” perspective and includes typical breakdowns associated with each area.

Start the analysis on the left with individual performance, and progress to the right.
Answer each **Yes/No** question.

Once a causal factor is identified (a **YES**), then perform a WHY Analysis, simply ask WHY until a fixable cause is identified.

For Human Performance incidents, when a **YES** is identified then ask WHY until you get to one of the “Human Performance Error Precursors” listed below, then ask WHY one more time, this is your cause.

Document the person’s response in your evaluation, as to “WHY they behaved the way they did.”

Human Performance Error Precursors

Task Demands (HPT) <ol style="list-style-type: none"> 1. Time Pressure 2. High workload 3. Simultaneous, Multiple tasks 4. Repetitive actions/monotony 5. Irrecoverable Actions 6. Interpretation Requirements 7. Unclear goals, roles, or responsibilities 8. Lack of/unclear standards 	Individual Capabilities (HPI) <ol style="list-style-type: none"> 1. Unfamiliar with task/first time 2. Lack of knowledge 3. New technique not used before 4. Imprecise communication habits 5. Lack of proficiency/inexperience 6. Indistinct problem solving skills 7. Can do attitude for crucial task 8. Illness or fatigue
Work Environment (HPW) <ol style="list-style-type: none"> 1. Distractions/Interruptions 2. Changes/departure from routine 3. Confusing displays/controls 4. Work around/OOS instrumentation 5. Hidden system response 6. Unexpected equipment conditions 7. Lack of alternate indication 8. Personality conflicts 	Human Nature (HPH) <ol style="list-style-type: none"> 1. Stress 2. Habit patterns 3. Assumptions 4. Complacent/overconfidence 5. Mind set (intentions) 6. Inaccurate risk perception 7. Mental shortcuts (biases) 8. Limited short term memory

Other Analysis Types

Support/Refuting Analysis	Failure Modes & Effects Analysis
Kepner-Tregoe Analysis	Tap Root analysis
Process Analysis	Management Oversight and Risk Tree (M.O.R.T.)
Task Analysis	Fault Tree Analysis
Change Analysis	Comparative Time Line

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CORRECTIVE ACTIONS

Measures taken to correct an adverse condition and to minimize the potential for recurrence of the condition. Corrective Actions alleviate symptoms of a problem or to eliminate or diminish causes of problems. They generally have to change design or behavior.

Corrective Actions should always be SMART. If the incident resulted in severe consequences, then the Corrective Action should be SMARTS:

- **Specific** - do you know exactly what you expect, would a reasonable reviewer arrive at the same expectation, can you determine that you are done?
- **Measurable** - is there a number, a level of quality, an object or analysis that you can point to?
- **Achievable** - is 100% error- free performance achievable?
- **Realistic** - does it place undue stress on the organization, would it pass a cost benefit test, are the corrective actions within the capability of the organization to implement, does it allow the organization to continue to meet its primary objective of safe, reliable, clean, efficient power generation?
- **Timely** - does it consider the next threat, does it consider the risk associated with non-performance?
- **Sustainable** - is it captured programmatically, can it be easily removed or undone, will you be able to tell it is still there in two years?

Corrective Actions within the CA Matrix addresses four (4) aspects:

- Restores the condition
- Addresses immediate & interim actions until final actions are put in place
- Prevents or mitigates the cause
- Addresses Extent of Condition

Corrective Actions shall have an owner and a due date.

Corrective Actions have a range of effectiveness

Most effective	Design to minimize energy	Low human interaction
	Physical barriers/safety device	
	Warning device, signs & signals	
	Protective procedures	
	Training	
	Tailboards	
Least effective	Email communication	High human interaction
	Accept the risk	

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DEFINITIONS

Apparent Cause:	The reason for an Equipment Failure or Undesired Result based on available evidence and facts. If corrected, then an apparent cause should reduce the probability of repeating the same or similar events, incident or problems. Apparent causes are not discussed in or part of Root Cause Evaluations.
Barrier:	Is an item that reduces or is intended to reduce the adverse impact of a threat or hazard on a target. Four elements: <ul style="list-style-type: none"> • Effective barrier: Is a barrier that was in place to protect the object. • Missing barrier: Is a barrier that was not in place to protect the object. • Weak barrier: Is a barrier whose effectiveness is compromised to one extent or another through poor design, degradation, and misapplication for the object it is protecting. • Ineffective barrier: Is a barrier that did not work to provide protection from the object it is protecting.
Business Action:	An action assigned as part of an issue that is not a corrective action, corrective action to prevent recurrence, or effectiveness review.
Contributing Cause (CC):	A cause contributing to an event or problem or making the event or problem more difficult to detect, but one that singularly by its elimination would not have prevented the event or problem.
Corrective Action:	Measures taken to correct an adverse condition and to minimize the potential for recurrence of the condition. Measures taken to alleviate symptoms of a problem or incident to eliminate or diminish causes of problems.
CPUC Reportable Incident:	The CPUC defines reportable injuries as those that meet any of the following criteria: <ul style="list-style-type: none"> • Fatality or personal injury rising to the level of in-patient hospitalization; • Are the subject of significant public attention or media coverage; or • Damage to property of the utility or others estimated to exceed \$50,000 and are attributable or allegedly attributable to utility owned facilities.
DART Injury:	(Days Away, Restrictions and Transfers) An injury resulting in lost time, restricted duties, or transfer of the employee.
Direct Cause	The immediate reason of an event, accident or an injury.
DOT-Reportable Incidents	During the course of transportation in commerce (including loading, unloading, and temporary storage) as a direct result of a hazardous material: <ul style="list-style-type: none"> • A person is killed. • A person receives an injury requiring admittance to a hospital. • The general public is evacuated for a one hour or more. • A major transportation artery or facility is closed or shut down for one hour or more or the operational flight pattern or routine of an aircraft is altered. • Fire, breakage, spillage, or suspected radioactive contamination occurs involving a radioactive material. • Fire, breakage, spillage, or suspected contamination occurs involving an infectious substance other than a diagnostic specimen or regulated medical waste. • A release of a marine pollutant in a quantity exceeding 450 L (119 gallons) for liquids or 400 kg (882 pounds) for solids; or a situation exists

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	<p>of such a nature (e.g., a continuing danger to life exists at the scene of the incident) that, in the judgment of the person in possession of the hazardous material, it should be reported to the National Response Center even though it does not meet these criteria.</p> <p>An unintentional release of a hazardous material from a package (including a tank) or any quantity of hazardous waste that has been discharged during transportation.</p>
Equipment Failure (EF):	An equipment malfunction or cessation of normal operation that results in an unintended condition.
Extent of Condition (EOCo):	The extent to which the problem identified currently exists or is at risk of experiencing the same or similar consequences as the event or problem being evaluated.
First Aid Incident:	Can be described as an injury, illness or incident requiring medical attention that is usually administered immediately after the injury occurs and at the location where it occurred, and often consists of a one-time, short-term treatment and requires little technology or training to administer. First aid can include cleaning minor cuts, scrapes, or scratches; treating a minor burn; applying bandages and dressings; the use of non-prescription medicine; and drinking fluids to relieve heat stress.
Hazardous Material Release:	Any incident involving a release of potentially hazardous material and/or unauthorized substance into the air, ground, storm drain, waterways, etc., or any action that violates Federal, State, or local environmental laws and regulations and results in an actual or potential regulatory response. Any release that requires reporting to any Federal and/or State agency is considered an environmental incident. The reporting requirement applies only to incidents that occur in the course of performing authorized contracted work and/or services on behalf of SCE.
Immediate Action:	An action taken immediately upon discovery of an event or problem to make the situation safe.
Interim Action:	A temporary action taken between the time a problem or incident is discovered and when the final actions are complete to prevent or mitigate the effects of the problem, and/or minimize the probability of a repeat problem.
Life Altering Incidents:	Injury, illness or fatality occurring in a place of employment, or in connection with employment, requiring immediate life-preserving rescue action, that if not applied in an immediate fashion, would likely result in the death of that person. These cases usually require the intervention of emergency response personnel to provide life-saving support. Some common examples would include significant blood loss, damage to the brain or spinal cord, use of CPR or AED, chest or abdominal trauma affecting vital organs, and serious burns (3rd degree over a major portion of the body).
Life Threatening Incidents:	Injury, illness or fatality occurring in a place of employment, or in connection with employment, resulting in a permanent and significant loss of a major body part or organ function; permanently changes or disables normal life activity; or requires inpatient hospitalization for a period in excess of 24 hours for other than medical observation. Some examples include significant head injuries, spinal cord injuries, paralysis, major amputations, catastrophic fractured bones, and serious burns (highly visible such as to the face or neck).
Minor Injury/Illness:	Injury, illness or incident that is not Life Threatening or altering but requires more attention than just First Aid.

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Potential Life Threatening or Altering Incidents:	An injury or illness or possible injury/illness that is more likely to occur than NOT to occur had the circumstances been different. A potential incident would violate one of the "Rules That Will Keep You Alive", but does not include an accident on a public street or highway, psychological stress, event where noise exposure is sole stressor, slip/trip/fall at ground level, or physical over-exertion (sprain/strain).
OSHA-Recordable Injury:	(Occupational Safety and Health Administration) Work-related injuries and illnesses (including lost time injuries) that result in loss of consciousness, restricted duty, job transfer, medical treatment beyond first aid, fatality or a significant injury or illness diagnosed by a physician or other licensed health care professional.
Problem:	An event, incident, failure, deficiency, or trend involving equipment, human performance, or programs contrary to good business practices or regulatory requirements.
Property Damage Incident:	Any incident involving loss and/or damage to SCE owned or non-SCE owned property. The reporting requirement applies only to incidents that occur in the course of performing authorized contracted work and/or services on behalf of SCE.
Root Cause:	The most fundamental reason for an event or problem and, if eliminated or controlled, will prevent recurrence of the event or problem and similar events or Problems
SCE	Southern California Edison
Serious Injury:	Any injury or illness (including death) occurring in a place of employment or in connection with any employment which requires inpatient hospitalization for a period in excess of 24 hours for other than medical observation or in which an employee suffers a loss of any member of the body or suffers any serious degree of permanent disfigurement.
Undesired Actions/Conditions (UA/C):	An action taken, or action NOT taken, that results in an unintended condition, nonconformance, or noncompliance.
Operating Experience (OE):	Data sets that include examples of company and industry events and lesson learned.

Attachment C: Handbook for Contractors Checklist



The purpose of the Handbook for Contractors Checklist is to provide an outline of Contractor requirements contained in the EHS Handbook for Contractors that the Tier 1 and Tier 2 Edison Representative is to review with the Contractor Representative prior to the start of work.

Project Name:		Edison Representative:	
Purchase Order #:		Project Location:	
Anticipated Start and Completion Dates:	Click or tap to enter a date.	Click or tap to enter a date.	Contractor Company:
Contractor Representative:	Name	Contractor's Safety Professional:	Name
	Phone		Phone
	Email		Email
Scope of the Project:			Check if Source Contract Work: <input type="checkbox"/>

Tier 1 and Tier 2 Work – Review and obtain agreement for Tier 1 and Tier 2 work on the following requirements contained in the EHS Handbook for Contractors:

- ☐ Introduction
 - The purpose of the Handbook for Contractors
 - SCE's Environmental, Health, and Safety Policy
 - Safety Performance Policy
 - Principles of Operation
 - Contractor Safety Standard
- ☐ General Expectations
 - Applicability
 - Expectations for Tier 1 and Tier 2 Contractors
 - SCE Stop Work Authorization and Inspection
- ☐ Emergency Response
- ☐ Incident Reporting
- ☐ Additional Reporting Requirements
- ☐ Environmental Requirements

Tier 1 Work – Review and obtain agreement for Tier 1 work only on the following requirements contained in the EHS Handbook for Contractors:

- ☐ Safety Performance and Program Review of Tier 1 Contractors/Subcontractors
- ☐ Expectations for Tier 1 Contractors
- ☐ General Expectations for Tier 1 Contractors
 - Supervisor in Charge Requirement
 - Safety professional for 50 Employees Requirement
 - CSQARs Cooperation Requirement
 - New Employee Oversight Requirement
 - New Employee Training Requirement
- ☐ Use of Subcontractors to Perform Tier 1 Work

EHS Handbook for Contractors
Attachment C: Handbook for Contractors Checklist

- ☐ Contractor Orientation for Tier 1 Contractors
 - Hazard Assessment
 - Project/Site-Specific EHS Plan
 - Handbook for Contractors Checklist
- ☐ JHA Requirement at Active Construction Sites
- ☐ General Health and Safety Requirements
- ☐ Confined Space Entry
- ☐ Fall Protection
- ☐ Fire Prevention
- ☐ Hazard Communication
- ☐ Heat Illness Prevention
- ☐ Hot Work
- ☐ Housekeeping Cleanup
- ☐ Industrial Hygiene
 - Asbestos
 - Lead
 - Noise
 - Non-Ionizing Radiation Except EMF
 - Potential Radio Frequency Energy Exposures at SCE Facilities
- ☐ Lockout/Tagout
- ☐ Trenching and Excavations
- ☐ Use and Operation of SCE Facilities, Materials, Equipment, and Vehicles
- ☐ Work Area Protection and Traffic Control
- ☐ High Voltage Work

By signing this document, the **Contractor Representative** affirms that he or she understands the items contained in the Handbook for Contractors Checklist and will ensure compliance with the requirements contained in the EHS Handbook for Contractors.

Contractor Representative

Printed Name:

Date: Click or tap to enter a date.

Signature:

By signing this document, the **Edison Representative** affirms that he or she has reviewed this document with the Contractor Representative.

Edison Representative

Printed Name:

Date: Click or tap to enter a date.

Signature:

(END OF APPENDIX C)