

FirstEnergy
CONTRACTOR SITE REQUIREMENTS
Revised: 04-01-2021

Clarifications and additional requirements above and beyond those related to specific topics covered under FirstEnergy Service Company General Terms and Conditions for Purchase of Labor Services are contained within this document. These requirements do not replace the General Terms and Conditions, but rather require additional rigor and performance of the parties. These additional requirements shall be satisfied in conjunction with the General Terms and Conditions.

1. MANPOWER/RESOURCES

Contractor shall furnish the total manpower requirements including supervisors, craft labor and subcontractors required to secure the progress and required quality of Work as herein stipulated.

Contractor's personnel employed on this project shall be skilled and qualified in this type of Work and efficiently and effectively supervised. Contractor shall provide a Project Superintendent, competent in the specified type work, familiar with the Specifications, and acceptable to Purchaser, who shall be at the site at all time Work is in progress. The Project Superintendent shall represent and have authority to make binding commitments and act on behalf of Contractor.

Contractor shall, when so directed by Purchaser's Representative in writing, promptly remove from the site any Contractor employee, or any of its subcontractors' employees.

On Time and Material Contracts, Purchaser shall retain the right to stipulate the number of Contractor personnel on the job.

2. WORK CONDITIONS/SITE REGULATIONS

2.1 BUILDINGS

Contractor shall not erect or install any buildings, change rooms, or storage facilities at the work site without prior written approval from Purchaser as to the locations and configurations of such buildings, change rooms, or storage facilities.

Contractor shall, unless otherwise stated, include in its Proposal the necessary cost for furnishing and removing its construction field office, employee clothes change area, tool and material storage, etc. Purchaser will approve site location of all building facilities and must approve buildings prior to the commencement of work.

2.2 COMMUNICATIONS

Contractor shall comply with the communications requirements as stated in the Radio Controlled Equipment Guidelines and the Telecommunications Guidelines.

2.3 PERMISSION TO OPERATE EQUIPMENT

Contractor shall not operate any valves, electrical switches, or set in motion any machinery that is part of Purchaser's property without first obtaining approval from the designated Purchaser Representative. This includes the permanent equipment being supplied by Contractor. This requirement does not apply to construction equipment and construction machinery supplied by Contractor.

2.4 WORK SITE WORK RULES

Contractor shall abide by all environmental regulations and general site regulations, and shall establish a set of work site work rules that shall be enforced. Site regulations and work site work rules shall include, but not be limited to, such items as start and quit times, break rules, parking, visitors, site security requirements, substance abuse rules, tagging procedure rules, and respirator fit rules (all employees must be clean shaven in the area between skin and face piece sealing surface to permit respirator fit). Please refer to the Regulated Generation Contractor Safety Requirements, the Regulated Generation Contractor Environmental Requirements, and the Regulated Generation Contractor Substance Abuse Compliance Specification.

If any person does not intend to abide by the plant rules, including those regarding site access and regarding drug and alcohol testing, that person should not enter the site. Such an individual will be subject to removal from the site and/or other disciplinary action. Each Contractor is directly responsible for each of its employees and for its subcontractors.

Purchaser reserves the right to enter and/or inspect Contractor's work, work area, vehicles, toolboxes, storage areas, etc. at any time.

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2.5 SECURITY REQUIREMENTS (Contractor shall also comply with Purchaser's individual station requirements, which may have different requirements than the requirements of this Section 2.5)

2.5.1 Site Access

Means of Access – Contractor, its employees, and suppliers shall enter and exit the station property only through those gates designated for their use. Contractor shall be responsible for enforcing this provision.

Parking/Use of Plant Roadways – Contractor and its employees shall park their personal vehicles in areas designated by Purchaser's Representative. Contractor's employees who have specific permission from Purchaser's Representative to drive an automobile or truck over plant roadways must drive at safe speeds, not to exceed posted limits and obey all traffic signs. Purchaser shall not be responsible for any damages to personal vehicles including, but not limited to damages resulting from stack fallout, vandalism, painting, or weather.

2.5.2 Critical Infrastructure Protection (CIP)

As of January 1, 2020, the scope of cyber security access control was expanded to include low impact cyber assets, which if infected with malicious programs would affect generation. Certain areas of the plants have been secured with a Physical Security Boundary (PSB). Personnel shall not hold or prop open any PSB doors except when it is required by an operational or safety need. If the PSB is kept open, Plant Security must be notified with the person requesting the action, purpose, and how long it is expected to be open. The PSB shall not be left open and unattended, and no other unauthorized personnel who have not been escorted in the PSB may enter. TAILGATING IS PROHIBITED.

Visitors to these areas must be registered by an authorized individual and escorted into the area. Visitors can be registered and escorted into multiple PSBs, but registration only lasts one day. The registration process must be repeated the next day.

- EASTLAKE: The escort shall always remain with the visitor.
- FORT MARTIN/HARRISION: Visitors can remain alone in the PSB after initial escorted access, but must secure the PSB if they leave. To return, they will need to be escorted again to regain access to the PSB.

2.5.3 Personnel Registration

Contractor's employees working at the site one day or less shall be registered on the Visitor/Employee Register Form and issued a temporary security pass by Purchaser's Representative or security personnel. Contractor will direct any unregistered employee to the registration office.

Contractor personnel shall receive Contractor Safety Orientation prior to or upon their first arrival to a FE Regulated Generation facility (Modules 1-6; note: Module 1 site specific must match the site where work is to be performed). Orientation shall be completed prior to performing any work. At a minimum, Contractor personnel shall receive Contractor Safety Orientation annually, even if they have worked continuously for FE during that year. If Contractor personnel have completed the Contractor Safety Orientation within the past year, and they will be working at a different Regulated Generation facility, only Module 1 (Applicable Site) is required to be completed. See Regulated Generation Contractor Safety Requirements for additional details.

2.5.4 Tool Registration – Contractor's Employees' Personal Tools

Prior to entering Company property, Contractor's employees shall register personal tools/equipment they will be bringing onto Company property. Security personnel assigned to monitor the gate or local facility management will assist Contractor's employees to complete the Tools, Equipment and/or Materials Issue Form X-2941. When leaving Company premises Contractor's employees' vehicles and tool bins may be inspected by Security personnel or local facility management to ensure that contents match the listing on the Contractor Employee Tool Register Form.

2.5.5 Contractor's Tools & Equipment Identification

Contractor's tools and equipment shall be marked by some permanent, readily identifiable means before they are brought onto the site. Contractor's tools must not be marked in the same color of the power station's tools where the Work is being performed. No painting of tools shall be permitted after they are on site.

Power Station Tool Colors

Contractor and subcontractor's tools shall be painted with a color other than the respective station's color prior to being brought on station property.

STATION

Eastlake
Fort Martin
Harrison

COLOR

Yellow
Blue, Orange

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Additional tools or equipment received from outside sources by Contractor during the course of the job shall be presented with an invoice or equivalent certification of ownership to Purchaser for addition to the inventory list and shall be marked, as required by above paragraph, in the presence of Purchaser.

All tools, equipment, and materials shall be inventoried in the presence of Purchaser before they are loaded or boxed for removal from the company property.

Contractor is responsible for the security of their tools, materials, and equipment while on Purchaser's property. It is recommended that all toolboxes be locked with stainless steel case hardened padlocks.

No services, supplies, tools, or materials will be available from Purchasers' facilities. Contractor shall not solicit or receive services, supplies, tools, or material from Purchasers' storerooms, personnel, or other sources unless instructed to do so in writing by Purchaser's Representative.

Any of Contractor's employees who exit a personnel or vehicle gate with any Company – owned tool(s) (items not listed on the Contractor Employee Tool Register Form) shall have in their possession the Tools, Equipment, and/or Materials Issue Form X-2941 signed by both Contractor's Project Superintendent or designated representative and Purchaser's Representative. Purchaser shall furnish Contractor with Tools, Equipment and/or Materials Issue Form and instructions for use upon Contractor's request.

2.6 PURCHASER'S FACILITIES AND UTILITIES (Contractor shall also comply with Purchaser's individual station requirements, which may have different requirements than the requirements of this Section 2.6)

2.6.1 Drinking Water

At existing Purchaser owned facilities, Purchaser will make drinking water available at designated locations in the facility. It will be Contractor's responsibility to transport water and to furnish ice for its employees.

2.6.2 Temporary Heat

Contractor shall furnish temporary heat. Only UL listed heating devices shall be utilized on the site. Open fires are **NOT** permitted at any time.

2.6.3 Elevators

Unless authorized by Purchaser, Purchaser's elevators shall not be used for personnel transportation or as freight elevators. Purchaser shall incur no liability for interruptions of service, if Purchaser allows Contractor to use Purchaser's elevators. Contractor shall promptly correct any damage done to the elevators.

2.6.4 Compressed Air

Purchaser may, at Purchaser owned facilities, make compressed air available in limited quantities at existing outlets. Purchaser shall incur no liability for interruptions of service. Contractor is required to make connections and run lines from those points. Contractor shall notify Purchaser of requirements (pressure (psi), flow (scfm), etc.) prior to mobilization.

2.6.5 Temporary Electrical Power

Purchaser may, at Purchaser owned facilities, make temporary power available in limited quantities at existing outlets. Purchaser shall incur no liability for interruptions of service. Purchaser's authorized electrician shall make all connections **ONLY**. Contractor shall notify Purchaser of requirements (voltage, current, etc.) prior to mobilization.

2.6.6 Utilities

Contractor shall be responsible to notify the applicable utility (gas, telephone, oil, water company, etc.) and confirm with a site visit locations of their underground utilities within Contractor's Work area prior to any site excavation. Contractor shall comply with any applicable laws regarding utility notification and shall instruct its employees on the utility locations and requirements in working around such utilities. Contractor shall also comply with the requirements of the FirstEnergy Investigate Before You Dig Process.

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2.7 EQUIPMENT, MATERIAL – DELIVERY AND HANDLING

It shall be Contractor's responsibility to receive, unload, handle, inventory, store, and protect all Contractor and Purchaser furnished material and equipment delivered after mobilization and in accordance with all manufacturers' recommendations.

Storage and laydown areas shall be subject to Purchaser's approval.

For material and equipment furnished by Purchaser and to be installed by Contractor, Contractor shall inventory all receipts and notify Purchaser's Representative in writing of any deficiencies in the quantity and/or quality of those materials with respect to the Specifications and drawings within five (5) working days after receipt.

Contractor shall provide any tool/material trailers required to adequately store and secure any Contractor or Purchaser furnished materials.

Contractor shall pay demurrages and/or detention charges incurred as a result of Contractor's failure to unload equipment or material on time.

Contractor shall maintain a complete and up-to-date record of all Contractor and Purchaser furnished equipment and materials received. Contractor shall provide Purchaser's Representative with all vendor manuals, drawings, instructions, and packing bills of materials that are included with the deliveries.

Contractor shall provide a list of major construction equipment (not small tools) anticipated for use on the project.

Purchaser may, but has no obligation to, lend Purchaser's tools, equipment or materials to Contractor for use on the project. If Purchaser lends tools, equipment or materials to Contractor, Contractor agrees: (i) that Contractor assumes all liability for loss or damage to Purchaser's tools, equipment or materials and will return them in the same condition that they were received; (ii) that Contractor alone shall be liable for any injury or damage resulting from use of Purchaser's tools, equipment or materials; and (iii) that Purchaser provides such tools, equipment or materials "AS IS, WHERE IS," with no representations or warranties, express or implied.

3. WORK COORDINATION

Purchaser reserves the right to perform concurrent work using other contractors, which may potentially interfere with Contractor's Work. Contractor shall afford other contractors reasonable opportunity for the introduction and storage of contractor's materials and for the execution of contractor's work, and shall properly coordinate Contractor's Work with the other contractor's work so that there will be no interference or delay in any manner with the work of Purchaser or of other contractors or with the project and/or Agreement schedule.

If any part of Contractor's Work depends on proper execution or results upon the work of any other contractor, Contractor shall cooperate with such other contractors, obtain information from them and give information to them as they require, and shall inspect and promptly report in writing to Purchaser's Representative any defects in such other contractor's work that render it unsuitable for such proper execution and results. Contractor's failure to so inspect and report shall constitute an acceptance of the other contractors' work as fit and proper for the reception of Contractor's Work, except as to defects that may develop in the other contractors' work after the execution of the work.

Contractor recognizes and acknowledges that its price and schedule includes provisions for working in close proximity and, at times, in combined operations with other contractors. Contractor shall cooperate with all other contractors, coordinate its work with theirs, and arrange its activities so as not to interfere or retard progress of the work of the other contractors. In the event of differences of opinion or disputes between contractors, which they cannot readily resolve, such matters shall be referred to Purchaser's Representative for mediation. Purchaser will provide a reasonable resolution, however any incremental costs to Contractor shall be borne by Contractor.

4. WORK LOCATION - EXAMINATION OF SITE

By submission of Proposal, Contractor acknowledges that it and its subcontractors have examined the site in all ways pertinent to performance required by the Specification, and that it has informed itself concerning the physical and geological conditions to be encountered, the character of the Work to be performed, and all matters germane to the Work and services to be performed and/or the material to be furnished under this Agreement. For erection work, failure to examine the site may be grounds for disqualification of the Proposal.

Any records of surface and subsurface conditions, water records and/or other observations that may have been made or caused to be made by Purchaser have been made with reasonable care and accuracy. Such records, when made available to Contractor, shall bear no expressed or implied guarantee as to the accuracy of the records or any interpretation of them. By submission of Proposal, Contractor acknowledges that it has formed its own opinion of all these conditions from an inspection of the site and has put its own interpretation on the records.