

FRAMEWORK AGREEMENT

For

Genesee Street Duct and Manhole Rebuild Project (WS1718519712)

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This DESIGN, SUPPLY AND INSTALLATION AGREEMENT (this “Agreement”) is made this May 20, 2024 by and between Rochester Gas and Electric Corporation, a New York corporation, with offices located at 3 City Center, 180 South Clinton Avenue, 5th Floor, Rochester, New York 14607 (“Owner” or “Company”) and [REDACTED] a [REDACTED] (“Contractor” or “Supplier”) with offices located at [REDACTED] and covers the Contractor's performance of Work for the Owner, as provided hereunder, including all supplemental addenda hereto and all general and special provisions pertaining to the Work or materials therefore.

AVANGRID, an Affiliate of Owner, has full power to act as an agent for Owner, and for the purposes of this Agreement will act as Owner’s representative. For good and valuable consideration, the Parties agree as follows:

ARTICLE 1 – ORDER OF PRECEDENCE AND DEFINITIONS

1.1 This Agreement, its appendices and related purchase order(s) are complementary documents, and what is required by any one document shall be as binding as if required by all such documents. In the event of any inconsistency between the provisions of two or more documents, the order of supremacy (in descending order) shall be as follows:

- The purchase order;
- The Appendix A – [Reserved] ; and
- This Agreement and the remaining appendices in the order listed.

In the event of a conflict between a Drawing and another type of Specification, the Specification shall prevail.

1.2 “Affiliate” means with respect to a person or entity, any individual, corporation, partnership, firm, joint venture, association, Joint Stock Company, trust or other unincorporated organization, directly or indirectly controlling, controlled by, or under common control with, such person or entity. The term “control” shall mean the possession, directly or indirectly, of the power to direct the management or policies of a person or an entity. A voting interest of ten percent (10%) or more shall create a rebuttal presumption of control.

1.3 “Agreement Sum” means the total amount payable by the Owner to the Contractor for the performance of the Work under this in each applicable Purchase Order.

1.4 “Agreement Time” means the period of time allotted in each applicable Purchase order to achieve Final Completion. The Agreement Time shall end at the Final Completion Date mentioned in Appendix C (Contract Datasheet).

1.5 “Drawings” means the drawings specified in Appendix A (Specifications and Schedule), including, but not limited to, final drawings prepared by Contractor which are approved by Owner for use during construction and show the design, location and dimensions of the Work and include, if applicable, plans, elevations, sections, diagrams and other details as may be necessary or desirable to facilitate the effective, efficient and timely construction and commissioning of the Work.

- 1.6 “Energized” means operational, on-line and connected to the transmission system.
- 1.7 “Final Completion” means Substantial Completion has occurred, the Contractor has satisfactorily completed all of the items on the “punch-list”, the In-Service Date has been achieved, Owner has signed Appendix M (Certificate of Final Completion) and final payment is now due and owing.
- 1.8 “In-Service Date” means the date that Substantial Completion is achieved. Provided however, if the In-Service Date has not been achieved within sixty (60) days of Contractor’s Notice of Substantial Completion for reasons not attributable to Contractor, the In-Service Date shall be deemed to have been achieved upon expiration of that period.
- 1.9 “Project” means Owner’s project as identified in the applicable Purchase Order.
- 1.10 “Schedule” means the schedule included in the applicable Purchase Order.
- 1.11 “Site” means the lands and improvements where the Project is located and the Work is to be installed, which lands and improvements are described in the Specifications.
- 1.12 “Site Access Date” means the site access date specified in the applicable Purchase Order or in any notice to Contractor of a revision of the Site Access Date.
- 1.13 “Specifications” means scope of work document(s), technical specifications, Drawings and performance requirements, as listed in Appendix A (Specifications and Schedule) or as incorporated (by reference or otherwise) into this Agreement.
- 1.14 “Subcontractor” means the Contractor’s subcontractors, and such subcontractors’ subcontractors to include subcontractors of all tiers.
- 1.15 “Substantial Completion” means delivery by the Contractor of factory test results and completion of site inspection, testing and commissioning and certification that the Work is functionally complete.
- 1.16 “Substantial Completion Date” means the date set forth in Appendix C (Contract Datasheet), which is the date by which Substantial Completion must be achieved.
- 1.17 “Warranty Period” has the meaning set forth in Appendix C (Contract Datasheet).
- 1.18 “Work” or “Services” or “Scope of Work” means all design and installation services, labor, tools, equipment and material:
- a) to be provided by Contractor; and
 - b) under the financial and legal responsibility of Contractor.

ARTICLE 2 - OWNER

The Owner is the person or organization identified as such in this Agreement. The term Owner means the Owner or an authorized representative of the Owner.

- 2.1 Services Required of the Owner. Unless otherwise specified, the Owner will establish base lines necessary for the location of the principal component parts of the Work together with a suitable number of benchmarks relating to the Work.

The Owner shall secure and pay for easements for permanent structures or permanent changes in existing facilities.

- 2.2 Owner's Right to Correct Deficiencies. Subject to the Contractor's warranty obligations set forth in Section 4.10, upon failure to perform the Work in accordance with this Agreement and after seven days' written notice to the Contractor during which period Contractor has failed to correct the failure, provided that if such failure is not capable of correction within such seven day period, Contractor has failed to submit a plan of correction reasonably acceptable to Owner within such period and diligently thereafter performed such plan to correction, the Owner may, without prejudice to any other remedy it may have, correct such deficiencies in Work intended to become a permanent part of the Project. In such case, an appropriate change order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

If, within the Warranty Period any of the Work is found to be defective or not in accordance with this Agreement, the Contractor shall correct it promptly according to its obligations under Section 4.10 after receipt of a written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition.

All such defective or non-conforming Work shall be removed from the Site if necessary and the Work shall be corrected to comply with this Agreement without cost to the Owner. The Contractor shall bear the reasonable cost of making good all work of separate contractors destroyed or damaged by such removal or correction.

If the Contractor does not remove such defective or nonconforming Work within a reasonable time fixed by written notice from the Owner, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten days thereafter, the Owner may upon ten additional days written notice sell such materials or equipment at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor including compensation for additional architectural and/or engineering services. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate change order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

2.3 Owner's Termination Rights. The Owner shall have the right to terminate this Agreement immediately upon written notice to the Contractor, if the Contractor:

- a) is adjudged as bankrupt, becomes insolvent, admits it cannot pay its debts or assigns its assets for the benefit of its creditors;
- b) commits a material breach of a provision of this Agreement or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or
- c) fails to provide a qualified superintendent, enough properly skilled workmen or subcontractors, or proper materials, or fails to make prompt payment therefor.

In the event of termination of this Agreement by the Owner because of Contractor's default or breach wherein Contractor has failed to correct or submit a plan to correct such default or breach within the period specified in Section 2.2 (Owner's Right to Correct Deficiencies), the Owner may take possession of the Site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method and means Owner may select subject to Owner's obligation to reasonably mitigate. In such case, the Contractor shall not be entitled to receive any further payment that may be due as provided by this Agreement, until the Work is finished.

If the unpaid balance of this Agreement Sum shall exceed the expense of finishing the Work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

For Owner's convenience, Owner may terminate this Agreement in whole or in part by giving the Contractor three (3) days prior written notice. In such event, Owner shall make payment to the Contractor for all costs incurred prior to such termination reasonably allocable to the Work performed, under recognized accounting practices. This provision shall not be deemed to limit or otherwise affect the Owner's right to terminate this Agreement for breach or default by the Contractor.

2.4 Owner's Right to Suspend Work. The Owner may at any time suspend the Work or any part thereof, immediately and verbally for reasons of safety, or by giving reasonable notice to the Contractor in writing. The Work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the Owner to the Contractor to do so. The Owner shall reimburse the Contractor for reasonable expenses directly incurred by the Contractor in connection with the Work under this Agreement as a result of such suspension.

When the whole or any portion of the Work is suspended for any reason, the Contractor shall properly cover, secure, and protect or cause to be so protected, such Work as may be liable to sustain injury from any cause.

- 2.5 Owner's Right To Inspect Work. Except as may be otherwise provided herein, all Work furnished by the Contractor and all places where construction is carried on will be subject to inspection, examination and testing by the Owner at all times during the construction. The Owner has the right to reject defective Work including defective material and workmanship furnished by the Contractor, and require its correction subject to Contractor's warranty obligations set forth in Section 4.10. Rejected Work shall be corrected to conform to this Agreement without charge therefor. The Contractor shall promptly segregate and remove all rejected material from the Site.

The Contractor shall furnish promptly without additional charge, all reasonable facilities, labor and materials necessary for the safe and convenient inspection that may be required by the Owner. All inspection by the Owner will be performed in such manner as will not unnecessarily delay the Work.

Should it be considered necessary or advisable by the Owner at any time before Substantial Completion of the entire Work to make an examination of the Work already completed, by removing or tearing out same, the Contractor shall on request furnish all necessary facilities, labor, and materials to perform such examination. If the Work subject to such examination is found to be defective or non-conforming in any material respect, due to the fault of the Contractor or its Subcontractors, such uncovering or destruction and reconstruction shall be at the expense of the Contractor. If, however, such Work exposed and examined is found to be satisfactory, the Owner will pay the Contractor the cost of such uncovering or destruction and reconstruction.

- 2.6 Owner's Audit Rights. Owner reserves the right and Contractor shall allow Owner to audit, or cause to have audited, any and all items related to aspects of this Agreement to assure Contractor's compliance therewith. These items shall include, but not be limited to, property, books, records, and computerized data files. This provision shall remain in effect for two (2) years following final payment for the Work described in this Agreement. This provision does not apply to the calculations used to determine firm lump sum prices for Work performed under this Agreement except to the extent that knowledge of the amount of taxable portions of Contractor's invoicing is necessary.

ARTICLE 3 - CONTRACTOR

The Contractor is the person or organization identified as such in this Agreement. The term "Contractor" means the Contractor or an authorized representative of Contractor.

- 3.1 Review of Agreement. The Contractor shall carefully study and compare the provisions of this Agreement and shall at once report to the Owner any error, inconsistency or omission Contractor may discover. The Contractor shall not be liable to the Owner for any damage resulting from any such errors, inconsistencies or omissions which are reasonably apparent to Contractor using commercially reasonable diligence and first reported to Owner. The Contractor shall do no work that is not in accordance with the Drawings or Specifications, as such may be modified or amended in accordance with the terms of this Agreement.

- 3.2 Supervision. All Work shall be done under the direct supervision of the Contractor. The Contractor shall be responsible for its applied construction means, methods, techniques, procedures, and safety, and for coordinating all portions of the Work under this Agreement.
- 3.3 Superintendent. When required by Owner, the Contractor shall employ a qualified superintendent and any necessary assistants, who are acceptable to the Owner, to be in attendance at the Site during the progress of the Work. The superintendent shall have full authority to act on behalf of the Contractor and all communications given to the superintendent shall be considered as given to the Contractor.

Important Communications regarding substantive and material matters from the Owner to the Contractor shall be confirmed in writing. Other communications will be so confirmed upon written request, on a case-by-case basis, by the Owner. It shall be the responsibility of the superintendent to coordinate the Work of all the contractors. The superintendent shall be present on the Site at all times required to perform adequate supervision and coordination.

- 3.4 Subcontracts. The Contractor shall submit a list of those Work items which it plans to subcontract and the names of Subcontractors proposed for the Work. Subcontractors may not be changed except at the request or with the approval of the Owner. The Owner shall promptly notify the Contractor in writing if, after due and reasonable investigation, Owner has reasonable objection to any Contractor on such list and does not accept him. Failure of the Owner to make objection promptly shall constitute acceptance of such Subcontractor.

If the Owner refuses to accept any Contractor on the list submitted by the Contractor, the Contractor shall submit an acceptable substitute and the Agreement Sum shall be increased or decreased by the difference in cost occasioned by such substitute and an appropriate change order shall be issued; however, no increase in the Agreement Sum shall be allowed for any substitution unless the Contractor has acted promptly and responsively in submitting for acceptance any list or list of names as required.

The Contractor is responsible to the Owner for the acts and deficiencies of its Subcontractors, and any of their employees, to the same extent Contractor is responsible for the acts and deficiencies of Contractor's own employees. The Contractor shall obtain agreement from the Subcontractors that they will comply with the requirements of this Agreement.

Nothing contained in this Agreement shall create any contractual relationship between any Subcontractor and the Owner.

- 3.5 Contractor's Right To Terminate the Agreement. The Contractor may terminate this Agreement upon thirty (30) days' written notice to the Owner for any of the following reasons:

- a) if an order of any court or other public authority having jurisdiction, or any act of government caused the work to be stopped or suspended for a period of three months through no act or fault of the Contractor or Contractor's employees; or

- b) if the Owner should fail to pay the Contractor any undisputed sum(s) that are due and owing within thirty days from the due date.
- 3.6 Emergencies. The Contractor shall perform any work and shall furnish and install any materials and equipment necessary during an emergency affecting the safety of persons and property. In all cases, Contractor shall notify the Owner of the emergency as soon as practicable, but shall not wait for instructions before proceeding to properly protect both life and property. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 9 for changes in the Work.
- 3.7 Removal of Equipment. In case of termination of this Agreement for any cause whatsoever, the Contractor, if notified to do so by the Owner, shall promptly within 7 days following written notice from the Owner remove any part or all of Contractor's equipment and supplies from the property of the Owner, failing which the Owner shall have the right to remove such equipment and supplies at the expense of the Contractor.
- 3.8 Cooperation. The Contractor shall exercise reasonable good faith and cooperate with the Owner and any other contractors as directed by the Owner. The Contractor shall properly connect and coordinate its Work with work done by others.
- 3.9 Use of Premises. The Contractor shall confine its apparatus, the storage of materials and the operations of its workmen to limits indicated by law, ordinances, permits and directions of the Owner and shall not unreasonably encumber the premises with its materials.
- 3.10 Layout of Work. It shall be the responsibility of the Contractor to lay out all structures and facilities for its work and establish all grades for the same.
- 3.11 Information Required of Contractor. The Contractor shall promptly furnish weights, bills of material and such other data related to Contractor's work as are reasonably required by Owner. When required by Owner, the Contractor shall furnish instructions for the installation, operation, care and maintenance of, and lists of recommended spare parts, for the material or equipment Contractor provides. Unless otherwise specified, four copies of such data shall be furnished.
- 3.12 Independent Contractor. Contractor shall at all times be an independent contractor and be responsible for all acts or omissions of its own employees and Subcontractors. No act or instruction of Owner shall be deemed to be the exercise of supervision or control of performance hereunder, however, as set forth below in 4.1 and 4.4, Contractor may place reasonable reliance upon the oral and written directives received from the Owner, including, but not limited to, specifications and technical drawings outlining the scope of Contractor's work.

ARTICLE 4 – SPECIFICATIONS AND QUALITY

- 4.1 Adequacy. Owner shall be responsible for the adequacy of the design and for the sufficiency of the Drawings and Specifications.
- 4.2 Discrepancies. Any discrepancies, inconsistencies, or ambiguities found between the Drawings and Specifications and the site conditions shall be immediately reported to the Owner's field engineering supervisor, who shall promptly correct such inconsistencies or ambiguities in the Drawings or Specifications in writing. Any Work done after such discovery or after the Contractor should have reasonably made such discovery, unless authorized in writing by Owner, will be done at the Contractor's risk.
- 4.2 Additional Instructions. Owner may issue additional instructions during the progress of the Work by means of Drawings or other media necessary to illustrate changes in the Work.
- 4.3 Copies Furnished to Contractor and Ownership. Unless otherwise provided, the Contractor will be furnished, free of charge, all required copies of Drawings and Specifications necessary for the execution of the Work. All Drawings, Specifications and copies thereof furnished by the Owner are and shall remain the Owner's property. They are not to be used on any other project and sets are to be returned to Owner on request at the completion of the Work. The Contractor shall keep one copy of all Drawings and Specifications regarding the Work in good order, available to the engineer and to engineer's representative.
- 4.4 By executing this Agreement, the Contractor represents that it has visited the Site, familiarized itself with the local conditions under which the Work is to be performed, and correlated its observations with all the requirements of this Agreement. The Owner assumes no responsibility whatsoever for ascertaining for the Contractor any facts which the Contractor could have reasonably ascertained for itself through such investigation; provided however, the Contractor shall be entitled to rely on the accuracy of all Owner-provided data and information.
- 4.5 Materials and Labor; Standard of Care. Unless otherwise specifically noted, the Contractor shall provide and pay for all materials, labor, equipment, tools, water, heat, utilities, transportation and other facilities necessary for the proper execution and completion of the Work. The Contractor is responsible for providing workers, who must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. The Contractor shall at all times be responsible for the conduct and discipline of its employees and/or any Contractor or persons employed by Subcontractors.

Standard of Care. Contractor shall perform the Services in compliance with applicable law and in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession performing the same or similar work under the same or similar circumstances where the Project is located ("best management practices"). The parties acknowledge that neither Owner's review, approval, acceptance, nor payment for the Services is intended to, nor shall it, constitute a waiver, release, or discharge of Contractor's responsibility for the proper and lawful performance of the Services or liability for defects in same, or an assumption by Owner of such responsibility or liability.

Qualifications and Licenses. All Contractor personnel shall be duly qualified and competent to perform the work undertaken, and Contractor represents that all personnel performing Services or conducting activities in furtherance of this Agreement shall be properly qualified and competent, and that personnel performing services or conducting activities for which a license or certification is required under local, state, or federal regulations shall be duly licensed and/or certified. All licenses and certifications shall be current at the time the work is performed.

Promptly following execution of this Agreement, Contractor shall execute, and shall cause all applicable Subcontractors to execute, the certifications set forth in **Appendix Q**, Certifications and, upon Owner's request from time-to-time, such other certifications reasonably required under applicable law, and provide such executed certifications to Owner.

Owner reserves the right to require the removal of any personnel of the Contractor who in Owner's opinion may be incompetent, careless, not qualified to perform the Work assigned, or who may have engaged in improper conduct.

- 4.6 Substitution. Certain products have been referred to by name and catalog number in this Agreement. No substitutes shall be made without prior written approval of the Owner.
- 4.7 Samples. All samples called for in this Agreement shall be furnished by the Contractor to illustrate materials, equipment or workmanship, and to establish standards by which the Work will be judged.
- 4.8 Shop Drawings. The Contractor shall provide shop drawings, setting schedules and other such drawings as may be necessary for the prosecution of the Work in the shop and in the field as required by the Specifications. Deviations from the Specifications shall be called to the attention of the Owner at the time of first submission of the Drawings. The Owner's approval of any Drawings shall not release the Contractor from responsibility for such deviations.

By approving and submitting shop Drawings, the Contractor thereby represents that Contractor has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and that it has checked and coordinated each shop Drawing with the requirements of the Work.

- 4.9 Cutting and Patching. The Contractor shall do all cutting, fitting or patching of its Work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors shown upon the Drawings and Specifications for the completed structure or any other provisions of this Agreement.

Any cost caused by defective or ill-timed work shall be borne by the party responsible therefore. The Contractor shall not endanger any work by cutting, excavating or otherwise altering the Work and shall not cut or alter the work of any other contractor save with the consent of the Owner.

- 4.10 Warranty & Quality. Contractor warrants that the Work shall conform to the Specifications and be free from defect in design, material and workmanship and shall be fit for the purpose for which such Work is specified in this Agreement. Furthermore, Contractor warrants that all material and equipment supplied under this Agreement shall be new, free from defects and of the kind and quality required by the Specifications.
- 4.11 Contractor's warranty in Section 4.10. shall start:
- a) At the In-Service Date; or
 - b) Sixty (60) days following Substantial Completion, whichever occurs first, and end after the period indicated in Appendix C (Contract Datasheet).
- 4.12 If requested by Owner, Contractor shall furnish evidence as to the type and quality of Work supplied.
- 4.13 Contractor warrants that craft, technical, supervisory and professional personnel that are provided are highly qualified to perform the Work assigned and that the Work will be performed in accordance with this Agreement and any applicable law.
- 4.14 Following a written notice by Owner sent before the expiry of any warranties and guarantees under this Agreement, the Contractor shall be responsible for:
- a) the removal and replacement or modification of all Work which, in the reasonable opinion of Owner, is defective;
 - b) the restoration of all Work, and the work of others, which is disturbed or damaged in the course of removal and replacement or modification of the defective Work; and
 - c) all risks associated with:
 - i) the removal, including disposal and storage, of the defective Work; and
 - ii) the replacement or modification of the unsatisfactory Work, whether performed by the Contractor or by or on behalf of Owner.

The warranty period for any corrected Work shall be extended for a period not to exceed six (6) months beyond the original warranty period.

- 4.15 Contractor shall have no obligation hereunder with respect to any Work which (i) has been improperly repaired or altered without Contractor's approval; (ii) has been subjected to misuse, negligence or accident by someone other than Contractor or its Subcontractors; or (iii) has been used in a manner contrary to Contractor's instructions without Contractor's approval.
- 4.16 Tests. The Contractor shall ascertain by tests or otherwise as agreed to by Owner and Contractor that the Work is in full accordance with this Agreement. Where practicable, all tests shall be made at the place of manufacture. The Contractor shall provide all facilities, apparatus and labor reasonably required for tests and shall bear all of its own expense thereof, except salaries and expenses of representatives of the Owner. The Contractor shall give the Owner at least seven (7) business days' advance written notice before shipment. Up to forty-eight (48) hours after receipt of such notice the Owner may require performance of tests to be witnessed by its representatives and/or require the Contractor to furnish three

(3) certified copies of all tests for approval, prior to shipment. There shall be no additional charges for such witness tests or certified copies except as set forth in the Contractor's proposal. However, the Owner will bear the expense of tests conducted on its own premises, except salaries and expenses of representatives of the Contractor.

- 4.17 Packing and Marking. All material and equipment to be furnished by the Contractor shall be packed, crated or otherwise suitably protected to withstand shipment undamaged to the destination. Each package, crate or part shall be marked plainly with the name of the consignee, shipping destination, the Owner's order number, and such other markings as are required. Complete packing lists, one copy with each package and two (2) copies by mail to the Owner at time of shipment, shall be supplied showing contents and identity of each package.
- 4.19 Work Stoppage. Contractor's personnel shall not honor any union picket lines or strikes nor take part in any work slow down or stoppage nor refuse to report for work, unless such action is protected by any state or federal labor relations law. Notwithstanding the preceding sentence, Contractor shall retain the right to remove its employees from any situation it reasonably determines may pose an unreasonable health or safety risk. Except as set forth above, it shall be the obligation of the Contractor to supply a qualified work force. Owner may terminate this Agreement if Contractor fails to provide a qualified work force within 24 hours of Owner's notification to Contractor that a qualified work force has not been supplied.

ARTICLE 5 – INSURANCE

- 5.1 Insurance. Supplier shall maintain insurance in accordance with the requirements as set forth in Appendix J. Supplier must maintain applicable insurance. An insurance certificate must be mailed to Customer prior to starting Services.

ARTICLE 6 - LEGAL RESPONSIBILITY AND SAFETY

- 6.1 Indemnification. Contractor will indemnify, defend at its expense and hold harmless the Owner and its Affiliates, directors, officers, employees, and agents (the "Indemnatee") from and against any and all claims, demands, suits, losses, costs, fees, damages or expenses it may suffer, or for which it may be held liable, whether including, without limitation, reasonable expenses and attorneys fees incurred in the connection therewith, by reason of (A) any patent, trademark, or copyright infringement claim, or any design, device, process or procedure used, installed or provided by the Contractor or its agents or subcontractors under this Agreement; (B) any work-related accident or injury affecting an employee, agent or subcontractor of the Contractor, arising in connection with work performed under this Agreement; (C) any claim by an agency or instrumentality of the federal, state or any local government, or by an employee, agent or subcontractor of the Contractor alleging that (i) the Indemnatee is required to maintain worker's compensation or unemployment or any other type of insurance upon any employee, agent or subcontractor of the Contractor; (ii) the Indemnatee is liable for tax payments or withholding with respect to any employee, agent or subcontractor of the Contractor; (iii) any employee, agent or subcontractor of the Contractor is entitled to receive employee benefits from the Indemnatee, including, without

limitation, vacation, deferred compensation, medical, pension, 401(k) or any other benefit available to the Indemnitee's employees; and (iv) the Indemnitee is liable to any party, for any reason, due to the negligent performance of Services or omissions by an employee, agent or subcontractor of the Contractor; (D) any negligent, reckless or willful actions or omissions of, or violations of applicable law by, the Contractor or its agents or subcontractors (including without limitation, any violation of New York Labor Law §224-Df (*Workers on Excavations*) and any other laws, ordinances, rules, regulations and orders regarding the payment of prevailing wages and supplemental benefits applicable to the Work); (E) damage to or destruction of any property, including loss of use thereof, due to the negligent, reckless or willful actions or omissions of the Contractor, or its agents or subcontractors. Individual employees, agents and subcontractors of the Contractor who are performing services for the Indemnitee under this Agreement shall be considered to be employees, agents or subcontractors of the Contractor for all purposes under this Agreement, notwithstanding any judicial or administrative determination that such employees, agents or subcontractors of the other party should be regarded as employees under applicable law. All actions of the employees, agents and subcontractors of the Contractor under this Agreement shall be deemed to be actions of the Contractor under these indemnities and this Agreement. In furtherance of the foregoing indemnification and not by way of limitation thereof, the Contractor hereby waives any defense or immunity it might otherwise have under applicable worker's compensation laws or any other statute or judicial decision (including, for Work or services to be conducted in Maine, without limitation, *Diamond International Corp. v Sullivan & Merritt, Inc.* 493 A2d. 1043 (Me 1985)) disallowing or limiting such indemnification, and the Contractor consents to a cause of action for indemnity.

Notwithstanding the foregoing, nothing in this section 6.1 shall require the Contractor to indemnify the indemnitees for their own negligence or willful misconduct.

- 6.2 Patents and Royalties. If any design, device, material or process covered by letters patent or copyright is used by the Contractor in Contractor's Work, Contractor shall provide for such use by legal agreement with the owner of the patent or a duly authorized licensee of such owner. The Contractor shall pay all royalties and license fees. The Contractor shall defend, indemnify and hold harmless the Owner from and against all liability, claims, and losses for infringement of any patent rights, except that the Owner shall be responsible for all such loss when a particular design, process or product of a particular manufacturer or manufacturers is specified by the Owner in the Specification, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, Contractor shall be responsible for such loss unless it promptly gives such information to the Owner. Contractor shall have no obligation hereunder and this provision shall not apply when any action is settled or otherwise terminated without the prior written consent of Contractor.
- 6.3 Permits. With the exception of Owner permits identified in Appendix C (Contract Datasheet), all permits, governmental fees and licenses necessary for the proper execution and completion of the Work shall be secured and paid for by the Contractor, unless otherwise specified in the agreement. In the event of a delay in the issuance of any Owner

permit identified in Appendix C (Contract Datasheet), for causes not attributable to either of the parties, then it is agreed that, if necessary, a day for day delay in the schedule of performance shall be allowed as caused by such delayed permit issuance, together with an adjustment in the Agreement Sum due to such delay.

- 6.4 Compliance with Laws. The Contractor shall give all notices required under, and shall comply with, all federal, state and local laws, ordinances, rules, regulations and orders applicable to the Work, including without limitation New York Labor Law §224-f (*Workers on Excavations*) and any other applicable laws, ordinances, rules, regulations and orders regarding the payment of prevailing wages and supplemental benefits.
- 6.5 Written Notice. Written notice shall be considered as duly served when delivered in person or sent by registered mail to the individual, member of the firm or officer of the corporation for whom it was intended, or to the last known business address.
- 6.6 Safety. See Appendix N (Contractors Safety Requirements) for Owner's Contractors Safety Requirements. Contractor is to follow these requirements at all times while performing work for Owner.

ARTICLE 7 - TIME

- 7.1 Notice To Proceed. Following execution of this Agreement by the Owner and the Contractor, written notice to proceed with the Work shall be given by the Owner to the Contractor. The date to commence Work is the date established in the notice to proceed. If there is no notice to proceed, it shall be the date of this Agreement or such other date as may be specified by the Owner.
- 7.2 Schedule of Completion. Contractor shall perform the Work so that all of the milestone events are completed on or before the dates specified in Appendix A (Specifications and Schedule) for each milestone event.
- 7.3 Site Access Date. Contractor shall not enter or commence any portion of the Work on the Site until Owner notifies Contractor that all necessary clearances for the Work on Site have been obtained, which clearances should be granted on or before the Site Access Date specified in Appendix C (Contract Datasheet). Owner shall promptly advise Contractor of any change in Site Access Date. Any material postponement of the Site Access Date will be deemed proper cause for equitable adjustment.
- 7.4 Substantial Completion. After Substantial Completion has been achieved, a Certificate of Substantial Completion shall be issued by the Owner. The Certificate does not relieve the Contractor of its obligation to complete all the Work including punch-list items as required to achieve Final Completion. It entitles the Owner to occupy the Work or designated portions thereof for the use for which it is specified. Title and risk of loss shall pass to Owner when Owner issues a Certificate of Substantial Completion or the Work is Energized, whichever comes first.
- 7.5 Progress and Completion. It is expressly understood by the Contractor and Owner that time is important in the performance of this Agreement.

The Contractor shall begin the Work on the date of commencement set forth in the written notice to proceed. The Contractor shall carry the Work forward expeditiously with adequate forces and shall complete it in accordance with the Schedule.

7.6 Delay Damages.

The said amount is fixed and agreed on by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the true value of the damages which the Owner will sustain by failure of the Contractor to complete the Work on time, such as loss of revenue, service charges, interest charges, delays caused to other construction activities of Owner by failure to perform this Contract, and other damages, some of which are indefinite and not susceptible of easy proof. The Delay Liquidated Damages amount is agreed to be a reasonable estimate of the amount of damages which the Owner will sustain and said amount shall be deducted from any monies due or that may become due to the Contractor. If monies owed to Contractor under this Agreement are insufficient to cover said Delay Liquidated Damages, then the Contractor shall pay the amount of the difference.

7.7 Unforeseen Conditions. In the event unforeseen conditions require an increase in the Owner's cost obligation of fifteen percent (15%) or more of the Agreement Sum, this Agreement will be modified or amended to reflect said increase. In the event it is determined that any change from the description of Work contained in this Agreement is required, written approval must be secured from the Owner prior to the beginning of such work.

Reimbursement for increased work and/or substantial change in the description of Work shall be limited to costs covered by written modification, change order, or extra work order approved by the Owner and subject to Appendix G (Change Order Pricing) and Appendix H (Change Order Request Form).

ARTICLE 8 - PAYMENTS

8.1 Pricing Terms. The unit pricing and related pricing terms are as is stated in Appendix B (Agreement Sum and Payment Schedule) and the Purchase Orders issued by Owner under this Agreement contain the total amount payable by the Owner to the Contractor for the performance of the Work under this Agreement except as agreed in writing by Owner pursuant to an approved change order. The pricing terms in Appendix B to this Agreement are fixed. Any work additional to the Work shall be done on a fixed price basis or on a

time and materials basis as agreed to in writing by the Owner and Contractor prior to the commencement of such additional work.

Upon Owner's approval of the breakdown of the Agreement Sum, it shall be used only as a basis for the Contractor's invoice.

- 8.2 Payments. On or before the tenth day of each month, or as otherwise agreed by the parties in writing, the Contractor shall submit to the Owner an itemized invoice showing the percentage and value of the Work completed during the previous month, including materials received and stored on the job Site. Invoices shall be submitted utilizing American Institute of Architects (AIA) forms 702 and 703, as set forth in Appendix F (Form of Invoice) to this Agreement. Each invoice shall be accompanied by the Contractor's waiver and release in the form of Appendix K-1 or Appendix K-2 for final invoice.

[REDACTED]

[REDACTED]

The Contractor warrants that title to all Work covered by an invoice, whether incorporated in the Project or not, will pass to the Owner upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 8 as "liens"; and that subject to Owner's continued obligation to make payments owed, no Work covered by an invoice will have been acquired by the Contractor, or by any other person performing the Work at the Site or furnishing materials and equipment for the Work, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor, or its Subcontractors or suppliers.

- 8.3 Payments Withheld. The Owner may withhold, or, on account of subsequently discovered evidence, nullify the whole or part of any invoice to such extent as may be reasonably necessary to protect itself from loss on account of:
- a) defective Work not remedied;
 - b) third party claims filed or reasonable evidence indicating probable filing of such claims which Contractor has failed to remove within a reasonable period of time after receiving notice of such;
 - c) failure of the Contractor to make payments due to Subcontractors, its suppliers or employees;
 - d) reasonable indication that the Work will not be completed within the Agreement Time;
 - e) prosecution of Work that does not comply with this Agreement;

- f) failure of the Contractor to submit estimates of partial payments, or lack of accurate supporting data;
- g) invoicing which is incorrect; or
- h) breach of any material term or condition of this Agreement.

When the above grounds are removed, or the Contractor provides a bond satisfactory to the Owner which will protect the Owner in the amount withheld, payment shall be made for such amounts withheld.

- 8.4 Payment Disclaimer. In no event shall payment or partial payment by Owner for any material or service rendered by Contractor be construed as Owner's acceptance of that material or service. Such payment by Owner to Contractor in no way releases Contractor from any of its obligations under this Agreement.
- 8.5 Final Completion and Final Payment. When the Contractor determines that the Work is substantially complete in accordance with this Agreement, the Contractor shall, together with Owner, prepare a punch-list of items to be completed or corrected by Contractor. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with this Agreement. When Contractor achieves Final Completion, upon receipt of written notice that the Work is ready for, final inspection and acceptance, and upon receipt of final invoice, the Owner will promptly make such inspection and, when Owner finds the Work conforming to this Agreement and this Agreement fully performed, Owner will make final payment in accordance with time periods set forth in Section 8.2.

The final payment (including the ten percent (10%) retainage) shall not become due until the Contractor submits to the Owner (i) an Affidavit that all Contractor's payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or its property might in any way be responsible, have been paid or otherwise satisfied in accordance with applicable law, including without limitation, New York Labor Law §224-f (*Workers on Excavations*) and any other laws, ordinances, rules, regulations and orders regarding the payment of prevailing wages and supplemental benefits applicable to the Work, and (ii) consent of surety, if any, to final payment, and data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of this Agreement, to the extent and in such form as indicated in Section 8.2 and Appendix forms K-1 or K-2, as applicable. If any subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees provided that Contractor has failed to remove any such lien within a reasonable time after being notified of its filing.

If after Substantial Completion of the Work and occurrence of the In-Service Date, Final Completion thereof is materially delayed through no fault of the Contractor, the Owner shall, without terminating this Agreement, make payment of the balance due for that portion of the Work fully completed.

The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

- 1) outstanding liens;
- 2) faulty, defective, or nonconforming Work;
- 3) failure of the Work to comply with the requirements of this Agreement, or
- 4) terms of any warranties or guarantees required by this Agreement.

The acceptance of final payment shall constitute a waiver of all payment claims under this Agreement by the Contractor except those previously made in writing and still unsettled.

- 8.6 Financial Security for Performance. If requested by Owner as part of the Purchase Order, and with the premium therefore to be paid by Owner, as financial security for Contractor's faithful performance of its obligations hereunder, Contractor shall furnish to Owner and keep in force during the term of this Agreement performance and payment bonds guaranteeing that the Contractor will perform its obligations under this Agreement and will pay for all labor and materials furnished for the Work, as well as make any payments required under this Agreement. Such bonds: (i) shall be issued in a form reasonably acceptable to Owner by a surety company licensed to transact business in the State of New York and named on the current list of surety companies acceptable on federal bonds; (ii) shall be submitted to the Owner for approval as to form; (iii) shall name the Owner as obligee; and (d) shall be in an amount equal to at least one hundred percent (100%) of the Agreement Sum of the applicable Purchase Order (as the same may be adjusted from time to time pursuant to this Agreement). The Contractor shall deliver the executed, approved bonds to the Owner prior to the commencement of the Work.

If at any time a surety company on any bonds is declared bankrupt, files a voluntary petition for bankruptcy, loses its right to transact business in New York, or is removed from the list of surety companies accepted on federal bonds, the Contractor or Subcontractor shall immediately notify the Owner, and within five (5) days thereafter, substitute an acceptable bond (or bonds) in such form as may be reasonably acceptable to Owner. If a surety company is, in the reasonable opinion of Owner, insolvent, the Contractor or Subcontractor shall within five (5) days after notice from Owner to do so, substitute an acceptable bond (or bonds) in such form as may be reasonably acceptable to Owner. Such replacement surety company and bond shall meet the requirements set forth in this Section 8.6. No further payments from the Owner shall be deemed due and owing nor shall they be made until the replacement surety company has furnished an acceptable bond to the Owner.

ARTICLE 9 - CHANGES IN THE WORK

- 9.1 Change Orders. The Owner reserves the right to order changes in the Work through additions, deletions or other revisions. All such changes in the Work shall be authorized by change order, and shall be executed under the applicable conditions of this Agreement.

The Agreement Sum and Agreement Time affected by the change shall be adjusted at the time the change order is executed.

A change order is a written order to the Contractor signed by the Owner, issued after the execution of this Agreement, authorizing a change in the Work and/or an adjustment in the Agreement Sum or Agreement Time. A change order may also be signed by the Contractor if the Contractor agrees to the adjustment in the Agreement Sum or the Agreement Time. The Agreement Sum and the Agreement Time may be changed only by a change order that is signed by both the Owner and the Contractor.

The cost or credit to the Owner resulting from a change in the Work shall be determined in one or more of the following ways:

- a) By mutual acceptance of a lump sum properly itemized;
- b) By unit prices stated in this Agreement or subsequently agreed upon; or
- c) By cost and a mutually acceptable fixed or percentage fee.

If unit prices are stated in Appendix G (Change Order Pricing) or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed change order that application of the agreed unit prices to the quantities of work proposed will create a hardship on the Owner or the Contractor, the applicable unit prices shall be equitably adjusted to prevent such hardship. However, the Owner shall have the right to reasonably adjust the quantities provided in this Agreement by as much as 15% without a corresponding change in the unit price for the item(s) involved.

- 9.2 Differing Site Conditions. Should concealed conditions encountered in the performance of the Work below the surface of the ground be at variance with the conditions indicated by this Agreement or should unknown physical conditions below the surface of the ground of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement be encountered, the Agreement Sum shall be equitably adjusted by change order upon claim by either party made within twenty (20) days after the first observance of the conditions.
- 9.3 Claims for Additional Costs. If the Contractor claims that additional costs are involved because of (i) any written interpretation of this Agreement issued by the Owner or (ii) any order by the Owner to stop the Work where the Contractor was not at fault, or (iii) any other event, the Contractor shall submit such claim by giving the Owner written notice thereof within seven (7) days after the occurrence of the event or of the time Contractor first becomes aware of the event giving rise to such claim. Such notice shall be in the format displayed in Appendix H (Change Order Request Form) and shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim for additional compensation shall be valid unless so made. Any change in the Agreement Sum resulting from such claim must be authorized by Owner in a change order.

ARTICLE 10 - MISCELLANEOUS PROVISIONS

- 10.1 Governing Law. This Agreement shall be governed by and construed according to the laws of the State of New York.
- 10.2 Non-Assignment. The Contractor shall not assign this Agreement in whole or in part nor any right hereunder without the prior written consent of Owner. The assignment by the Contractor of this Agreement or any interest therein, or of any money due or to become due by reason of the terms hereof without the prior written consent of Owner shall be void.
- 10.3 Cleaning Up. The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Work the Contractor shall remove from the Owner's property, and from all public and private property, all temporary structures, rubbish and waste materials, tools, construction equipment, machinery, and surplus materials, leaving the Site smooth, clean and true to line and grade.
- 10.4 Interest. Any moneys not paid when due to either party under this Agreement shall bear interest at the legal rate in force in the State of New York.
- 10.5 Arbitration. All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof, except for claims which have been waived by the making or acceptance of final payment as provided herein, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in force unless the parties mutually agree otherwise. Any arbitration proceedings shall take place in the State of New York. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

The Contractor shall not cause a delay of the Work because of the pendency of arbitration proceedings, but Contractor shall only continue working until the arbitrators shall have an opportunity to determine whether or not the Work shall continue during the pendency of the arbitration proceedings.

The demand for arbitration shall be filed in writing with the adverse party, and with the American Arbitration Association and shall be served by registered mail to the last known address of each. The demand shall be made within a reasonable time after the dispute has arisen. In no case, however, shall the demand be made later than the time of final payment, except as may be otherwise expressly stipulated in this Agreement.

In no case shall punitive damages be awarded to either party in any arbitration resulting from performance under this Agreement. Once the arbitral award is determined and, if applicable, apportioned, the prevailing party shall be entitled to receive reimbursement from the non-prevailing party of any amounts paid including reasonable attorney's fees and costs incurred hereunder in connection with the arbitration proceeding.

The award of the arbitrators shall be in writing and acknowledged like a deed to be recorded and a duplicate shall be delivered personally or by registered mail forthwith upon its

rendition to each of the parties to the controversy and to the Owner. Judgment may be rendered upon the award by the federal court or the highest state court having jurisdiction to render same.

- 10.6 Separate Agreements. The Owner may award other agreements in connection with other portions of the Project. The Contractor shall cooperate with other contractors with regard to storage of materials and equipment and the execution of their work. It shall be the Contractor's responsibility to inspect all work by other contractors affecting its Work and to report to the Owner any irregularities which will not permit it to complete its Work in a satisfactory manner. The Contractor shall not be responsible for defects of which Contractor could not have known, which develop in the work of others after the Work is completed.

Should the Contractor cause actual damage(s) to the work or property of any separate contractor on the Project, the Contractor shall, upon due notice, settle with such separate contractor by agreement or arbitration, if Contractor will so settle. If such separate contractor sues the Owner or initiates an arbitration proceeding on account of any such damage alleged to have been so sustained, the Owner shall notify the Contractor who shall defend such proceedings according to Contractor's indemnification obligations.

10.7 Taxes.

1. All payments of sales and use tax on all purchases of tangible personal property for resale to the Owner pursuant to this Agreement shall be made by the Contractor.
2. The Contractor, with respect to its own employees agrees to assume full responsibility for the payment of any federal or state payroll taxes, or contributions, for unemployment insurance, old age pensions, annuities, and the like, in conformity with existing social security laws, and to indemnify the Owner against any liability therefor.

- 10.8 Delivery of Material and Equipment. When it is the responsibility of the Contractor under this Agreement to unload material and equipment at the Work Site, such unloading shall be done expeditiously. If, in the opinion of the Owner, failure to so unload will interfere with the progress of the Work, the Owner may unload such material and equipment upon approval of the Contractor, at the Contractor's expense and the Contractor shall reimburse the Owner for the actual cost thereof plus overhead.

All loss or damage to the material or equipment to be furnished by the Contractor, shall be remedied by the Contractor up to the point of passage of risk of loss to Owner.

- 10.9 Wages and Hours. Wage rates established at the beginning of the Work will not be changed without the approval of the Owner. The Work will be performed on a 40-hour week basis insofar as possible and no overtime will be worked without prior approval of the Owner. This Section shall not be applicable in the event that this Agreement provides for a lump-sum or unit price agreement for the Work.

- 10.10 Work Records. It is understood and agreed that job accounting, job costs keeping and the scheduling and purchasing of materials to be made a part of the Work or incidental thereto will be carried on in accordance with the Owner's instructions. The Owner may have a field auditor representing it in the work office on the work Site for the purpose of facilitating the foregoing and the Contractor will give him such assistance and cooperation as the Owner shall require. All payrolls entering directly into the cost of the Work shall be carried in the name of the Contractor. This Section shall not be applicable to lump-sum or unit price portions of the Work.
- 10.11 Limitation of Liability. To the fullest extent permitted by law, the parties hereto shall not be liable for any special, indirect or consequential damages resulting in any way from the performance of the services hereunder.
- 10.12 Interference with Operations. Intentionally omitted.
- 10.13 Setoff. Owner may set off against amounts payable to Contractor under this Agreement any claim or charge it may have against Contractor.

In the event amounts are due and owed by Contractor to the Owner and unpaid by Contractor seven (7) days after Owner delivers written request to Contractor for such amounts pursuant to the terms and requirements of this Agreement or under any other agreements with the Owner, the Owner may, upon written notice to Contractor, setoff and/or net any or all such Obligations against any amounts owed by the Owner to the Contractor. In the event that the amount owed by the Owner shall become less than the amount of Obligations of Contractor, the Contractor shall pay the difference within seven (7) calendar days of receipt of Owner's invoice for such amount.

- 10.14 Equal Opportunity. Contractor shall comply, to the extent applicable, with Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Rehabilitation Act of 1973, as amended, and any regulations, and reporting requirements implemented thereunder. The equal opportunity and affirmative action clauses contained in Title 41, Chapter 60, Sections 1.4, 250.4, and 741.3 of the Regulations of the U.S. Department of Labor, Office of Federal Contract Compliance, and any section or sections superseding or amending the same, are hereby incorporated by reference and made a part hereof as though fully set forth herein. Contractor and each of its subcontractors (if any) shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status. To the extent, if any, that the provisions of the following executive order and statutes, as amended or supplemented, along with their implementing regulations, apply to the performance of the Services by Supplier, the Supplier will comply with the applicable executive order, statutes and regulations : Section 202 of Executive Order 11246 (41 CFR § § 60, et seq.); Section 402 of the Vietnam Era Veterans Readjustment Act (41

CFR § § 60-250.1, et seq.); Section 503 of the Rehabilitation Act of 1973 (41 CFR § § 741.1, et seq.); and New York Executive Law §§ (5 NYCRR § § 140.1, et seq.). These regulations may require the Supplier to develop an Affirmative Action Compliance Program and file a standard Form 100 Report (EEO-1), or other reports, as prescribed.

- 10.15 Entire Agreement. This Agreement constitutes the entire agreement between the parties for the Work to be performed hereunder, and supersedes any prior communications, whether written or oral, between the parties as to such services.

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

- 10.16 Waiver. No waiver, alteration, consent, amendment or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the party to be bound.
- 10.17 Rights, Privileges, Remedies. All rights, privileges and remedies afforded each of the parties hereto by this Agreement shall be deemed cumulative and the exercise of any one or more of such rights or remedies shall not be deemed a waiver of any other right, privilege or remedy provided for herein or available at law or in equity.
- 10.18 Failure to Complain. Unless otherwise provided in this Agreement, the failure of any party hereto to complain of any act or omission on the part of the other party hereto, no matter how long the same may continue, shall not be deemed a waiver by said party of any of its rights hereunder. No waiver by any party hereto at any time, express or implied, of any default or of any breach or modification of any provision of this Agreement shall be deemed a waiver of default, breach or modification of any other provision of this Agreement or a consent to any subsequent default, breach or modification.
- 10.19 Severability; Survival. In the event any provision hereof shall be declared invalid, that provision shall be deemed severable from the remaining provisions of this Agreement, which shall remain in full force and effect. All sections or provisions of this Agreement with terms containing obligations or duties which by their nature are to be or may be performed beyond any termination hereof, shall survive the termination of this Agreement without regard to the reason for termination, including, without limitation, provisions relating to indemnification, liability, confidentiality, warranty, etc.
- 10.20 Third Party Benefits. Except as may be specifically provided for herein, no provision of this Agreement is intended or is to be construed to be for the benefit of any third party.
- 10.21 Force Majeure; Impracticability; Excuse. Contractor shall not be charged with any liability for failure to perform when such failure is due to any cause beyond the control and without the fault or negligence of Contractor, except that adverse weather shall not be deemed a cause beyond the control of Contractor for purposes of this Agreement unless the adverse weather is reasonably determined to be unusually severe; and provided that the Contractor shall have used its reasonable best efforts, and rendered to Owner prompt notice in writing

when it appears that such cause will result in non-performance under this Agreement. If any such non-performance shall threaten to impair Owner's ability to operate, Owner shall have the right at its option and without being under any liability to Contractor to cancel by notice in writing to Contractor the portion or portions of the Work so affected and to take such compensatory action as may be necessary. Correspondingly, except for the obligation to make payments owed for Work performed, Owner shall be excused for failure of performance herein due to any cause reasonably beyond its control and without its fault or negligence.

Owner and Contractor expressly agree, notwithstanding any provision in this Agreement to the contrary, that: (i) a COVID-19 pandemic exists worldwide as of the execution date of this Agreement; (ii) the existence of such pandemic, and its effects, now, and for the duration of Contractor's performance under the Agreement, including, without limitation, effects upon pricing, schedule, quantities or specifications, if any, shall not be cause for Contractor to rely upon, invoke, or avail itself to, any rights or remedies under this Agreement, at law, or in equity, for a claim, or an adjustment to the price, schedule, quantities, specifications, or other material terms of this Agreement, including the rights and remedies set forth in the Force Majeure provision of this Agreement; (iii) the material terms of this Agreement, particularly terms relating to price, schedule, quantities, availability and specifications, take into consideration, and fully account for, the existence of such pandemic and its effects, now, and for the duration of Contractor performance under the Agreement; and (iv) such pandemic shall not render Contractor unable to fulfill any of its obligations under the Agreement, and Contractor shall not have any claim, action or cause of action against Owner in connection with such pandemic, including any claim for frustration of purpose, change in circumstances, economic balance or impossibility. This provision shall survive the completion or earlier termination of this Agreement.

- 10.22 Employee Solicitation. Each Party understands and acknowledges that the other party has expended and continues to expend significant time and expense in recruiting and training its employees and that the loss of employees would cause significant and irreparable harm to the first party. To the maximum extent permitted under applicable laws, the each party agrees and covenants not to directly or indirectly solicit, hire, or recruit, or attempt to solicit, hire, or recruit any employee who has been employed by the other party or its Affiliates during the term of this Agreement, with whom the first party has had contact in connection with the negotiation, execution, or performance of this Agreement (collectively, "Covered Employee"), or induce the termination of employment of any Covered Employee for a period of one (1) year, beginning on the employee's last day of employment with the first party or one (1) year after the term of this Agreement, whichever is sooner in the applicable case, except (x) in the case of the subject Covered Employee's retirement or (y) with the prior written consent of the other party, and as to (x) and (y) the other party shall not induce or attempt to induce, directly or through an agent or third party, any such Covered Employee to leave the employ of the first party or its Affiliates. As used herein, the term "Affiliate" shall mean any person or entity controlling, controlled by, or under common control with the Owner through majority stock or other ownership interest, direct or indirect. Notwithstanding the foregoing, nothing in this clause shall either (i) limit either party from employing any person who contacts such party on his or her own initiative and without any solicitation by such party specifically directed to such employee, or (ii)

directly or indirectly prohibit or restrict either party from soliciting or hiring another party's current or future employees to the extent such prohibition or restriction is prohibited or impermissible under applicable laws.

- 10.23 Ethics. Supplier shall comply with the AVANGRID Suppliers' Code of Ethics ("Suppliers' Code of Ethics") in connection with its performance under this Agreement. The Suppliers' Code of Ethics can be found at the AVANGRID website (www.avangrid.com).
- 10.24 Performance Monitoring. Company will evaluate Contractor performance by utilizing Contractor corrective action reports and Contractor performance evaluation reports. The Contractor must provide upon request the OSHA incident rate and Experience modification rate for Company's review. The Company's project manager will evaluate the Contractor's performance upon the conclusion of the Work by completing the specified report. The Company will continuously monitor the Contractor's performance. Performance by a Contractor that is less than desirable may potentially eliminate this Contractor from bidding on future projects and/or lump sum projects.
- 10.25 Continuous Improvement. Continuous improvement is the foundation of this Agreement. Contractor warrants that it will pass on to Company in the form of price reductions in material costs and the like. Contractor likewise will use its best efforts to improve continuously its performance in all areas. In particular, Contractor will evaluate opportunities for cost/price reductions on items and services ordered and to be ordered and communicate them promptly to Company. Contractor has specifically identified target cost reductions of 2% beyond the prices shown in Appendix B for the initial Term, and agrees to work diligently with Company personnel toward attainment of this objective. Contractor is expected to advance its economies of production, service, service delivery, material handling and technical prowess at least as fast as other competitors in its industry, and to offer the price and performance benefits of those improvements to Company, as soon as they become available."
- 10.26 No Dispute. Contractor covenants that it is not aware of any pending billing dispute or other contractual dispute (pursuant to current contracts or contracts no longer in effect) or any pending or threatened litigation between Contractor and/or any of Contractor's affiliates and Company and/or and of Company's affiliates.
- 10.27 Contractor Security Requirements. Contractor is to comply with Company's Contractor Security Requirements in its performance of its Work for Company under this agreement.

Company Information:

(1) The term "Company Information" means all information, in any form: (i) furnished or made available directly or indirectly to Contractor by Company or its Affiliates, or otherwise obtained by Contractor from Company or its Affiliates, or (ii) obtained from Company or Company's Affiliates in connection with the performance of the Services.

(2) Company Information shall be and remain the property of Company or its Affiliate(s), as appropriate. Contractor shall not possess or assert any lien or other right against or to Company Information. No Company Information, or any part thereof, shall be sold, assigned, leased, or otherwise disposed of or to third parties by the Contractor or commercially exploited by or on behalf of Contractor, its employees, or agents.

(3) Upon Company's request, the termination or expiration of this Agreement for any reason (including termination for cause) or, with respect to any particular Company Information, on such earlier date that the same shall be no longer required by Contractor in order to render the Services, Contractor shall promptly return to Company such Company Information (including copies thereof) in a form reasonably requested by Company or, if Company so elects, shall destroy such Company Information.

(4) Contractor shall not use Company Information for any purpose other than to render the Services.

(5) Contractor shall establish and maintain safeguards against the destruction, loss, alteration, or unauthorized use of Company Information which are equivalent to those "best practices" employed within the Contractor's industry.

(6) Contractor shall be familiar with and comply with the requirements of the NERC CIP- 004 for projects at NYSEG and RGE bulk electric substations (>230Kv). The specific CIP Standard follows:

CIP-004 Excerpt:

R3. Personnel Risk Assessment --The Contractor shall have a documented personnel risk assessment program, in accordance with federal, state, provincial, and local laws, and subject to existing collective bargaining unit agreements, for personnel having authorized cyber or authorized unescorted physical access. A personnel risk assessment shall be conducted pursuant to that program prior to such personnel being granted such access except in specified circumstances such as an emergency. The personnel risk assessment program shall at a minimum include:

- i. R3.1. The Contractor shall ensure that each assessment conducted include, at least, identity verification (e.g., Social Security Number verification in the U.S.) and seven-year criminal check. The Contractor may conduct more detailed reviews, as permitted by law and subject to existing collective bargaining unit agreements, depending upon the criticality of the position.
- ii. R3.2. The Contractor shall update each personnel risk assessment at least every seven years after the initial personnel risk assessment or for cause.
- iii. R3.3. The Contractor shall document the results of personnel risk assessments of its personnel having authorized cyber or authorized unescorted physical access to critical cyber assets, and that personnel risk assessments of contractor and service vendor personnel with such access are conducted pursuant to Standard CIP-004.

- 10.28 Publicity. In no event shall Owner's or its Affiliates' names and/or logo or the name and/or logo of its parent company be used (whether such use be written or verbal), duplicated, or reproduced by any means whatsoever without the prior written permission of the Owner.

All inquiries by any governmental, business, or other entity, including media, regarding any Work performed or to be performed by Contractor for Owner shall be directed by Contractor to Owner for response.

- 10.29 Utilization of Small Business Concerns. Supplier and subcontractors of all tiers must comply with section 52.219-8 of the Federal Acquisition Regulation. This policy requires that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business, Alaskan Native Corporation, and Indian tribe concerns shall have the maximum practicable opportunity to participate in the performance of Services.

- 10.30 Small Business Subcontracting Plan. Some or all of the Goods and Services provided hereunder may be used in a contract with the federal government and, therefore, may be subject to the requirements of FAR section 52.219-9. If applicable, each Supplier (except small business concerns) whose contract is expected to exceed \$650,000 (\$1,500,000 for construction) and has subcontracting possibilities is required to submit an acceptable subcontracting plan to the Customer. The plan shall include spending goals with businesses that are defined by the U.S. Small Business Administration as small, women-owned small, veteran-owned small, service-disabled veteran-owned small, HUBZone, small disadvantaged (SDB), Alaskan Native Corporations, and Indian tribes. If the Supplier fails to submit a plan within the time limit prescribed by the Customer, Customer may terminate this Agreement.

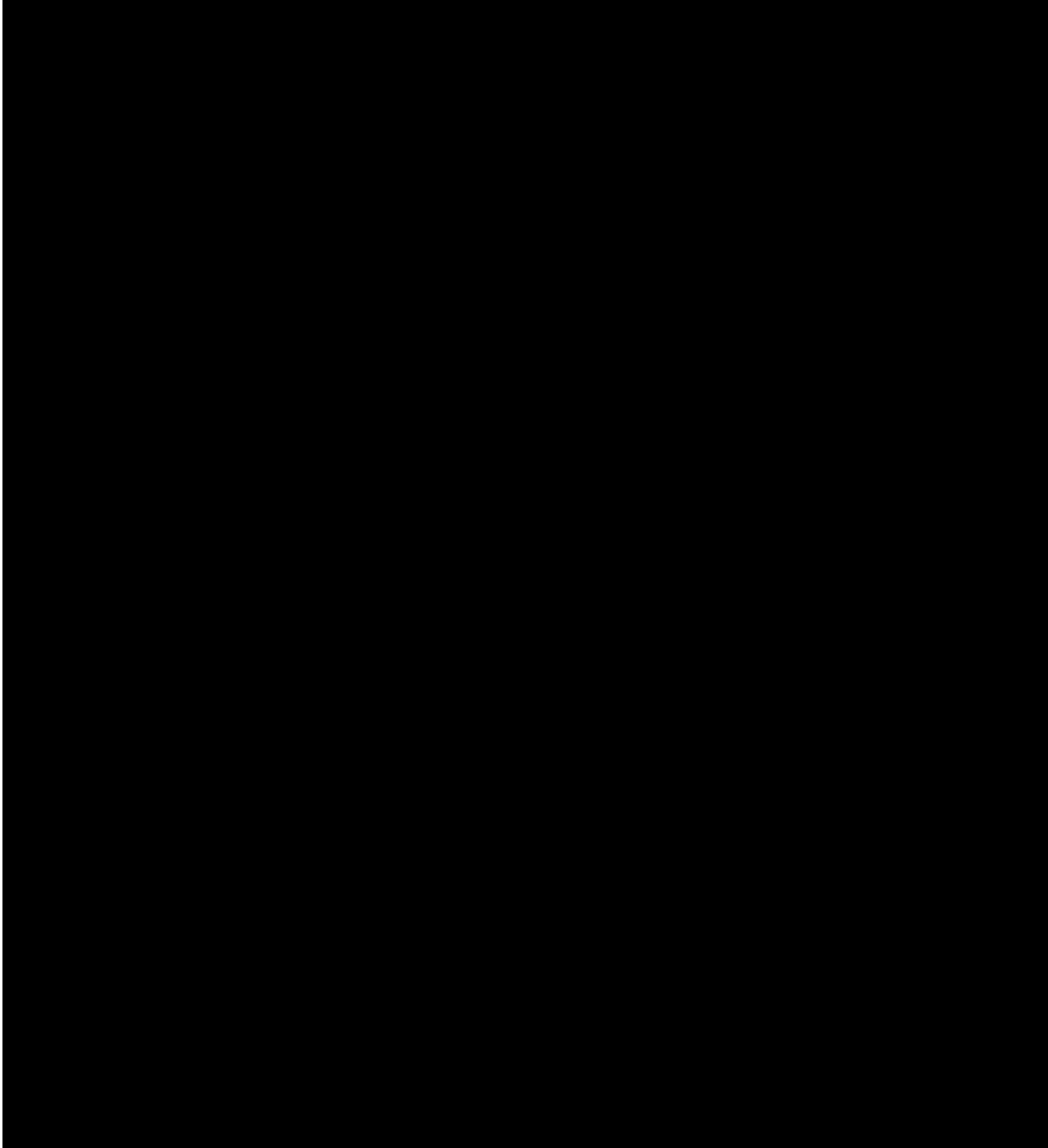
The Supplier assures that the clause entitled "Small Business Subcontracting Plan" will be included in all subcontracts, that offer further subcontracting opportunities, and all subcontractors (except small business concerns) who receive subcontracts in excess of \$650,000 (\$1,500,000 for construction) will be required to adopt a plan similar to this plan.

- 10.31 Confidentiality. Parties agree to the terms of the Confidentiality Agreement attached herein as ***Appendix R.***

[Signature page follows.]

ARTICLE 11 – ACCEPTANCE

This Agreement is accepted by the authorized representatives of the Owner and Contractor:



APPENDIX A – [Reserved]

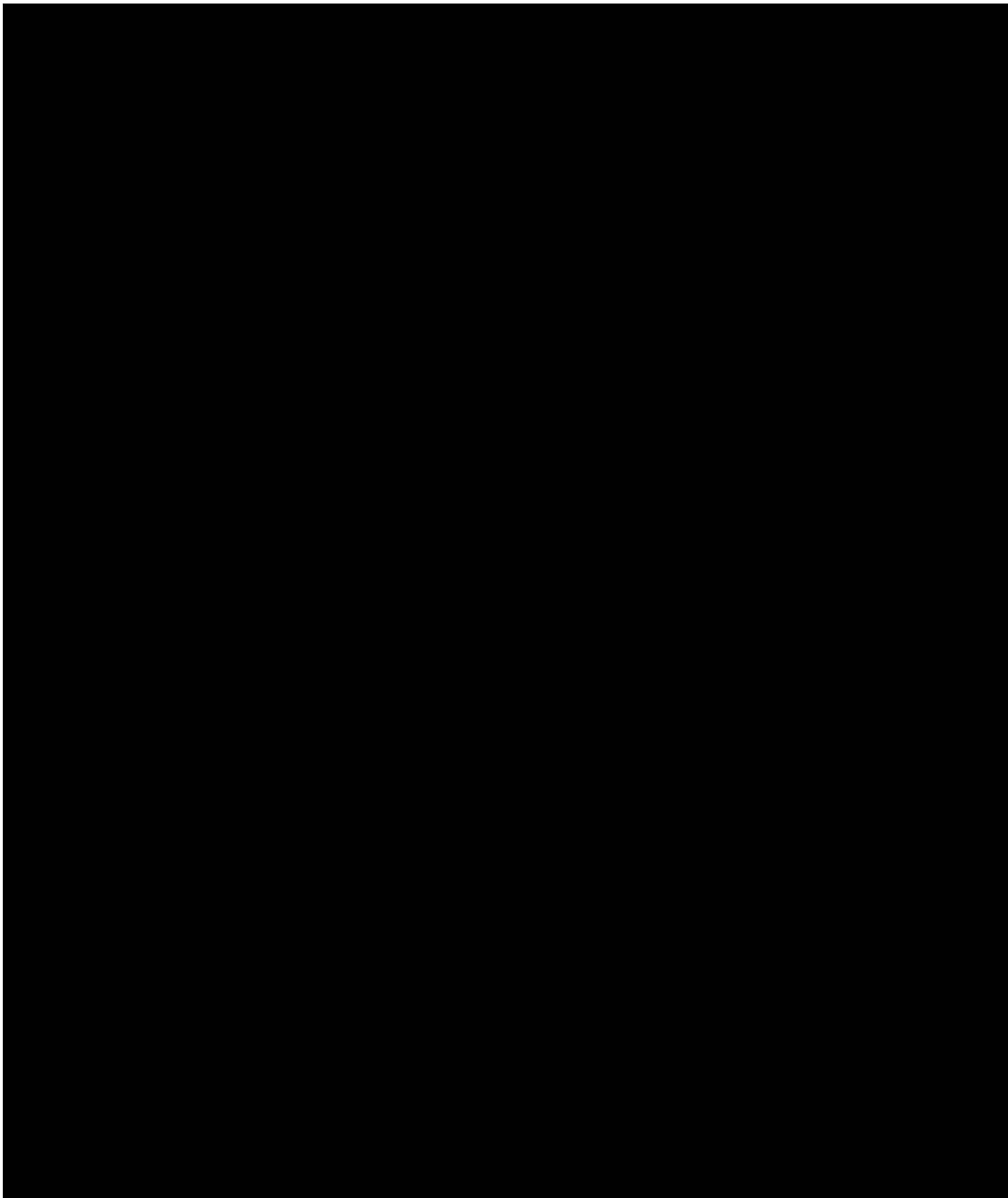
APPENDIX B Scope of Work and Payment Schedule

Scope of Work

Genesee Street Duct and Manhole Rebuild Project (WS1718519712)

RG&E's (RGE) Relocation and Reconstruction of underground facilities.





Payment Schedule

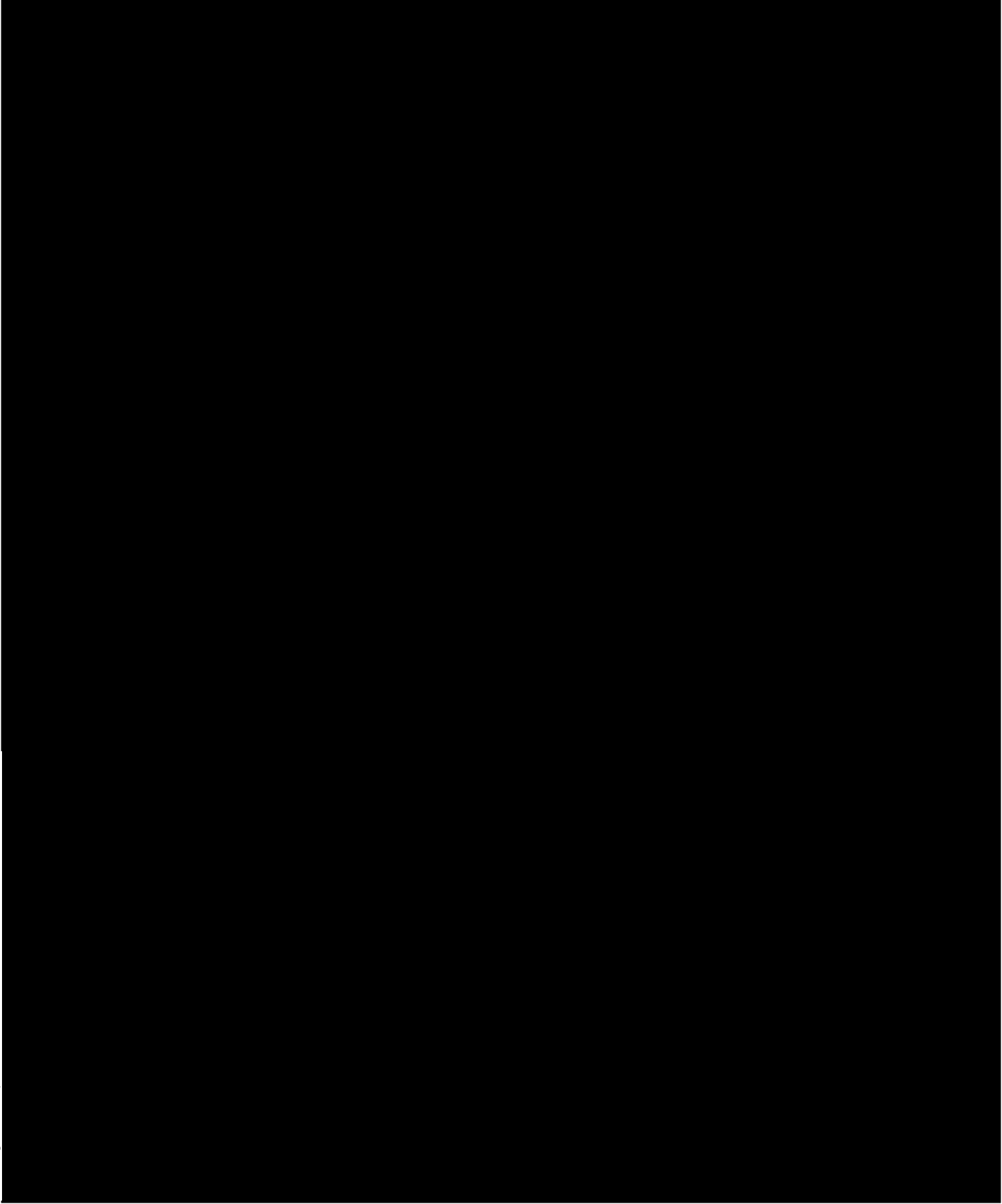
Payment Terms: Net 60 Days from the date of the invoice.

Pricing valid through December 31, 2024.

Note: Contractor must invoice for services on a monthly basis in arrears.

Payments will only be made after all final required documentation has been received.

[Please see following attached documents.]

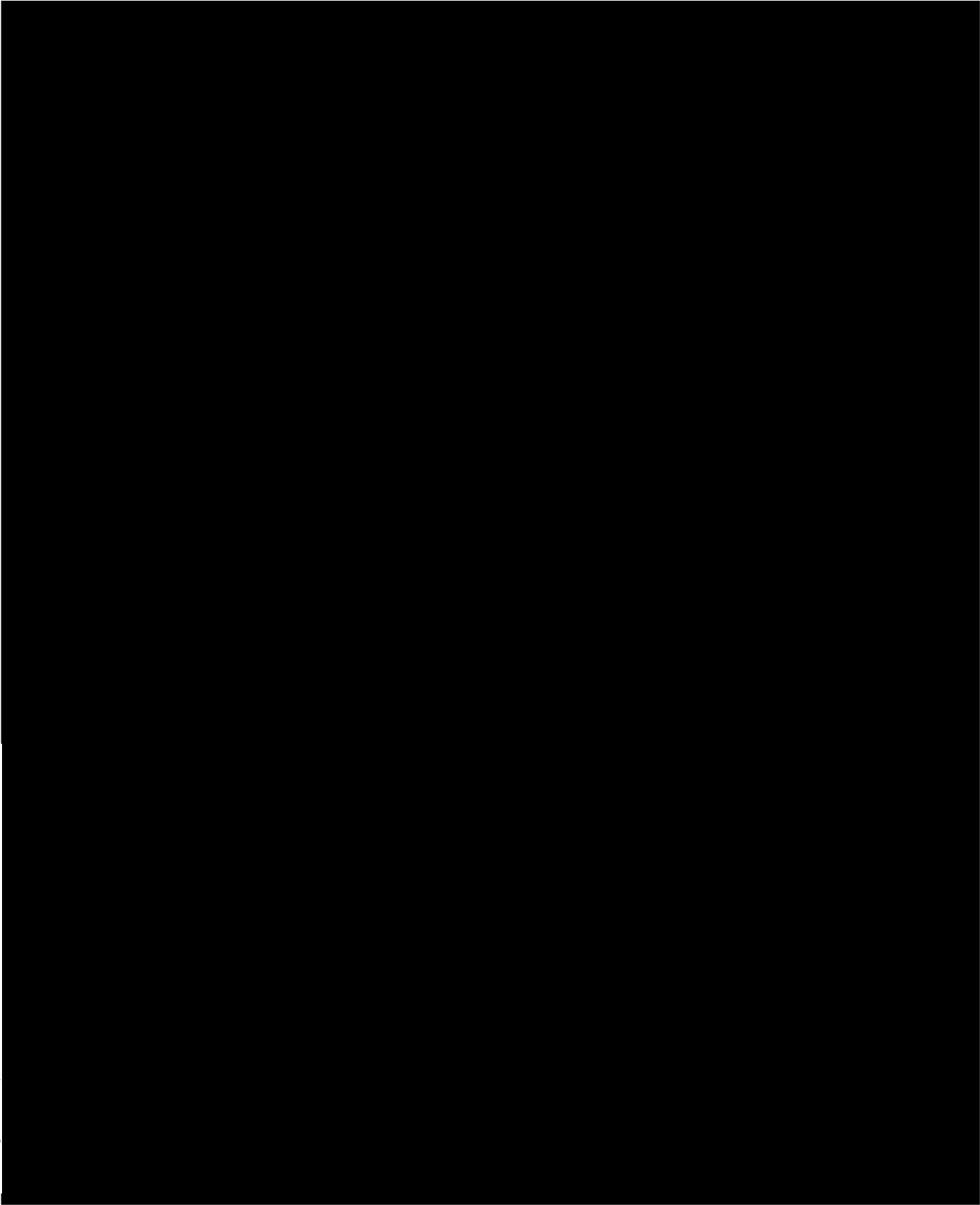


Total Project Price
\$ 2,054,990.00

Total Project Price

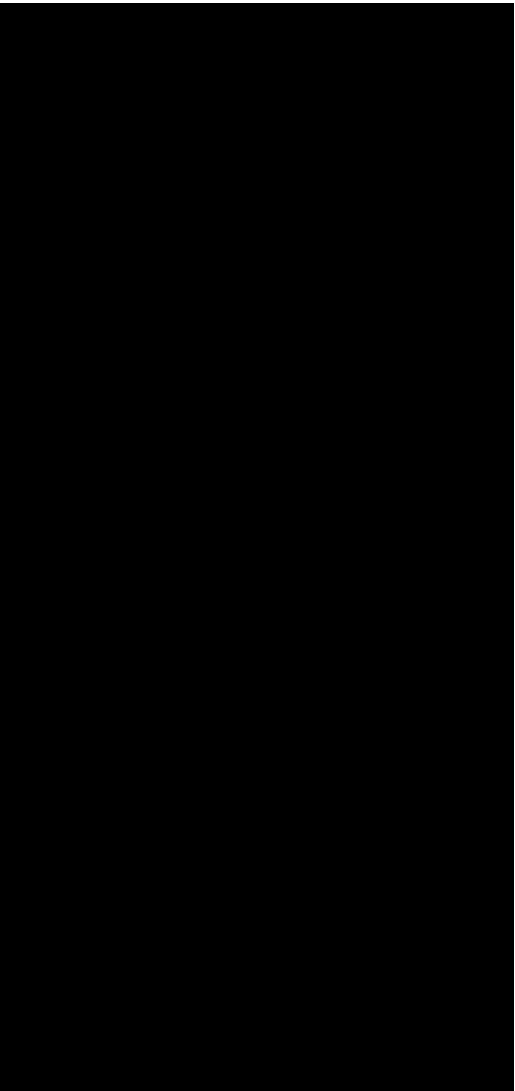
Total Project Price

Total Project Price



DISTRIBUTION EQUIPMENT RATES TO BE APPLIED TO LABOR & EQUIPMENT PRICING			
PAY ITEM DESCRIPTION	UNIT		EQUIPMENT PRICE
10 ton crane	Equip./Hr		
30 ton crane	Equip./Hr		
50 ton crane	Equip./Hr		
60 ton wire press	Equip./Hr		
Arrow Board	Equip./Hr		
ATV 4WD	Equip./Hr		
ATV 6 by	Equip./Hr		
Backhoe-4ws ext.1/2	Equip./Hr		
Backhoe-Trk 3/4 yd	Equip./Hr		
Cable Reel w/Winch	Equip./Hr		
Compressor	Equip./Hr		
Crane	Equip./Hr		
Crew Cab Truck 3/4 ton	Equip./Hr		
Cut Off Saw-14"	Equip./Hr		
D4H Bulldozer or equiv	Equip./Hr		
D6 equivalent bulldozer	Equip./Hr		
D8 equivalent bulldozer	Equip./Hr		
Directional Drill	Equip./Hr		
Excavator-Track/Crawl - small	Equip./Hr		
Excavator-Track/Crawl - medium	Equip./Hr		
Excavator-Track/Crawl - large	Equip./Hr		
Flashers/Barricades	Equip./Hr		
Generator-4-5k watts	Equip./Hr		
Hoe Ram	Equip./Hr		
Hot stick trailer	Equip./Hr		
Material lift bucket truck	Equip./Hr		
Mandrell - 2"	Equip./Hr		
Mandrell - 3"	Equip./Hr		
Mandrell - 4"			
Mandrell - 5"	Equip./Hr		

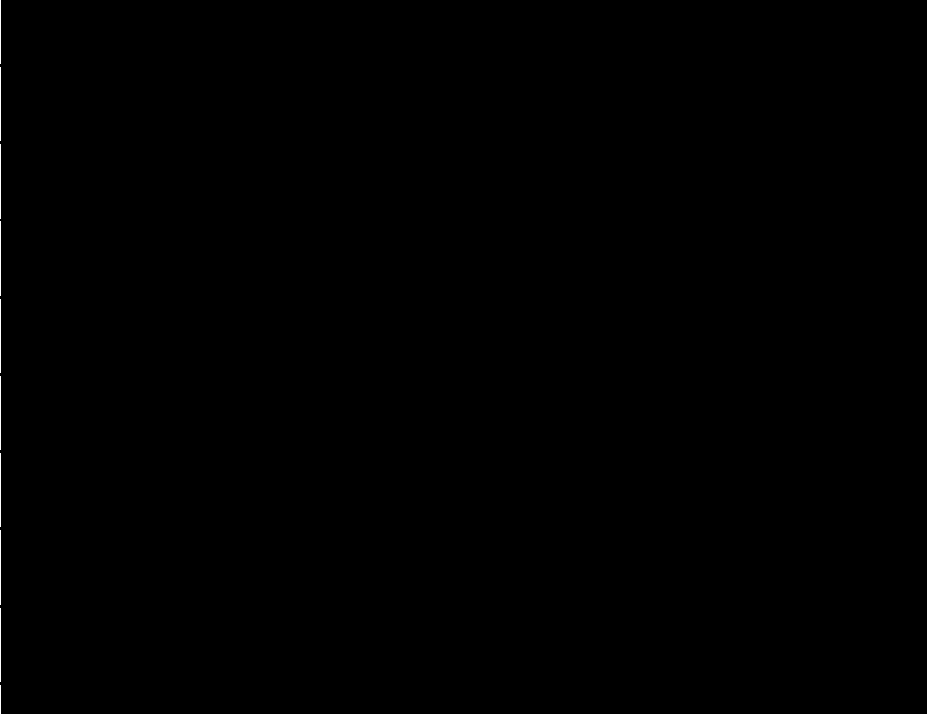
Pavement breaker	Equip./Hr	
Pavement saw	Equip./Hr	
Plate Tamper	Equip./Hr	
Pump - 3"centr. w/hoses	Equip./Hr	
Road Plates	Equip./Hr	
Rodding machine	Equip./Hr	
Track digger	Equip./Hr	
Tractor with 3 ton	Equip./Hr	
Trailer - 1st	Equip./Hr	
Trailer - 2nd	Equip./Hr	
Trencher	Equip./Hr	
Truck - 20yd dump w/dr	Equip./Hr	
Truck - 10yd dump w/dr	Equip./Hr	
Truck - 6yd dump w/dr	Equip./Hr	
Truck-Stake Body	Equip./Hr	
Welding Truck	Equip./Hr	
Wire puller (hydra dyne)	Equip./Hr	
Wire trailer	Equip./Hr	



DISTRIBUTION LABOR RATES TO BE APPLIED TO LABOR & EQUIPMENT PRICING			
		STRAIGHT TIME HOURLY	TIME AND ONE- HALF LABOR PRICE
Pay Item Description	UNIT	Hourly Labor Price	Hourly Labor Price
General Foreman	Man-Hour		
Foreman	Man-Hour		
Working General Foreman	Man-Hour		
Journey Lineman	Man-Hour		
Commercial Electrician	Man-Hour		
Commercial Journey Electrician	Man-Hour		
Commercial Apprentice Electrician	Man-Hour		
Digger Machine Operator	Man-Hour		
Back-Hoe Operator	Man-Hour		
General Equipment Operator	Man-Hour		
Flagman	Man-Hour		
Dynamite Man	Man-Hour		
Chief Mechanic	Man-Hour		
Mechanic 1st Class	Man-Hour		
Mechanic 2nd	Man-Hour		
Mechanic Helper	Man-Hour		
Truck driver Tractor Trailer	Man-Hour		
Scaffolder	Man-Hour		
Carpenter	Man-Hour		
Steel Worker/Fabricator	Man-Hour		
Concrete Fabricator	Man-Hour		
Mason	Man-Hour		
Surveyor	Man-Hour		
Machinist	Man-Hour		
Welder	Man-Hour		
Sheet Metal Fabricator	Man-Hour		
Rigger	Man-Hour		
Directional Drill Operator	Man-Hour		
Laborer - Semiskilled	Man-Hour		
Driver - Workman	Man-Hour		
Crane Operator	Man-Hour		
Material Handler	Man-Hour		

APPENDIX C

**Contract Datasheet
(TO BE COMPLETED FOR EACH PO ISSUED)**

Section	Item	Contract Data
		
	Contract Currency	
	Warranty Period	
	Owner Permits	
1.11	Site Access Date	
1.15	Substantial Completion Date	
1.4	Final Completion Date	
	Project e-mail	

APPENDIX D

Contractor's Key Personnel and Subcontractors (TO BE COMPLETED FOR EACH PO ISSUED)

Potential Site Works Sub-Contractors:

Civil Design:

Civil Works:

Installation:

Other Considerations:

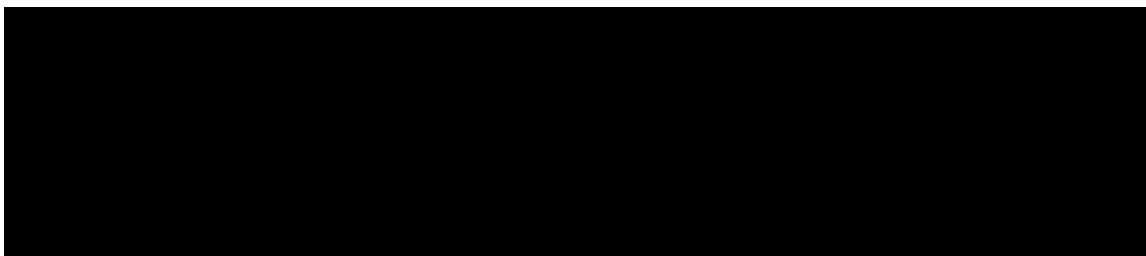
APPENDIX E

Notices

Along with all other correspondence requirements included in this Construction Agreement, any notice, request, approval or other document required or permitted to be given under this Master Agreement shall be in writing and shall be deemed to have been sufficiently given when delivered in person or deposited in the U.S. Mail, postage prepaid, addressed as specified herein or to such other address or addresses as may be specified from time to time in a written notice given by such party. The parties shall acknowledge in writing the receipt of any such notice delivered in person.

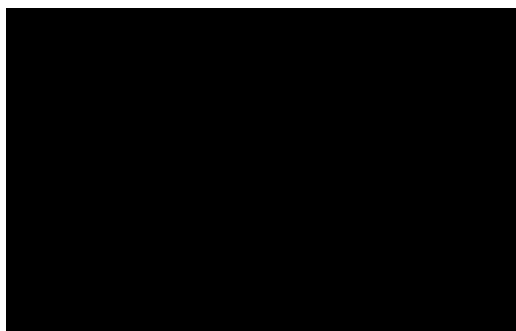
All communications to **Owner** shall be directed to:

Avangrid Service Company
Contract Administration
3 City Center
180 South Clinton Avenue, 5th Floor
Rochester, New York 14607
Phone: 585-771-4456



All communications to **Contractor** shall be directed to:

Supplier Name
Contact Name
Title
Email Address
Street Address
City, St, Zip
Phone



APPENDIX F

Form of Invoice

SAIA Document G702/CMA[®] – 1992

Application and Certificate for Payment Construction Management-AM-waWW

TOOWMt*	HIOUKT	V'LhC'I'O''C	OW*fiW>
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FAOHCMTIUCrQII	vincoNsmurnonvmu<H.	CtMTUCteATL	ffi&rtcr J
		PROJECT NO.	CiMTRACTJIIo
	VIA ARCHITECT		F&LD
CONTRACT FOR		IIB&X X.. \ vJ	

CONTRACTOR'S APPLICATION FOR PAYMENT
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. **ORIGINAL EONTWCT WM** \$

2. **Net change by Change Orders** \$

icomtwct SUBroom i.e.i ±2) \$

4. **TOTAL COMPLETED & STORED TO DATE** (Column G on G703) \$

RETAINAGE:

a. % of Completed Work \$

IC.UUHM O* ic.WI(THMI \$

b. S' 'TTJ Mail-nj \$

ir.,jun+ P on G703) \$

Total Retainage (Lines 3a + 5b or Total in Column I of G703) \$

t. **TOTAL EARNED LESS RETAINAGE** \$

(Line 4 Less Line 5 Total)

J LE35f:fvXHa+a?IFC*T<ICJl>*n<MI \$

IJJM* fhM|WW< (certificate)

1. **CIRJSHI PARHINT DUE** \$

1. **BALANCE TO BASH, NCLUCINO HITAJHA®** \$

IJJM-IJJM| into \$

CTtAMt Mini It WHM.W wclrrilix tn IMI JIKVh

Total changes approved in previous months by Owner	\$	\$
Total approved this Month	\$	\$
TOTALS	\$	\$
M:T C1:AXirJi Clungt b-JLn	\$	\$

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents; that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner; and that current payment shown herein is now due.

CERTIFICATE FOR PAYMENT
In accordance with the Contract Documents, based on on-site observations and the data comprising the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT mnulED

AMOUNT CUTnWD \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CONSTRUCTION MANAGER:

By: Date:

MCHTKT

By: Date:

DII* I'ctliAc is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor IUntJ herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original ensures that changes will not be obscured.

AIA Document G702/CMA[®] – 1992. Copyright © 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchases are permitted to reproduce for (1) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

APPENDIX G

Change Order Pricing

1. General

Contractor’s requests for Change Orders and proposals submitted by Contractor in response to a request for a proposal from Owner or Program Manager, including components thereof that involve Subcontractors (including any and all other lower tier sub-Subcontractors) shall be priced in accordance with this Appendix G, Pricing of Changes, unless otherwise directed by Owner. Owner has the right to select which of the methods of pricing changes in this Appendix is to apply to each Change Order or prospective Change Order. The options are:

- fixed price lump sum
- fixed unit price
- time and material

2. Fixed Price Lump Sum

Proposals for work to be undertaken on a fixed price lump sum basis shall follow the requirements set out herein for changes undertaken on either unit price basis or time and material basis, or a combination of both (Contractor to select the method), except that quantities of time, work and materials, and applicable rates and prices shall be estimated or chosen by Contractor prior to execution of the work. As part of its proposal for each change, Contractor shall submit details similar to those required by Sections 3 and 4, of this Appendix, as applicable.

3. Fixed Unit Price

3.1 The following **Table of Unit Prices for Defined Scopes of Work** shall be used for determining the price of all Change Orders where the fixed unit price method is selected by Owner and the scope of the changed work is described in the Table.

The unit prices set forth in the **Table of Unit Prices for Defined Scopes of Work** include all direct and indirect costs to Contractor of furnishing and installing the item, including all associated engineering and design costs, maintenance, fuel, delivery and installation charges, premiums for shift or night work, Site and off-site time-related costs, transport costs, taxes, overhead and markups (including for Work performed by Subcontractors, any handling or other administrative charge or mark-up of Contractor), and profits. Unit prices are firm through Final Completion.

Table of Unit Prices for Defined Scopes of Work

	<i>To be Developed from RFP Proposal Form</i>		

3.2. Labor. If any change using unit prices, in whole or in part, involves labor not associated with work addressed in the **Table of Unit Prices for Defined Scopes of Work** in Section 3.1, the following hourly labor rates shall be used as the unit pricing of labor. Overtime and holiday rates apply only upon direction of Owner or Program Manager that the applicable work shall be undertaken at times that attract such rates. Holiday rates shall only apply to holidays for employees

of the Contractor as demonstrated by submittal by Contractor of documentation acceptable to Program Manager and approved. Overtime and holiday rates apply only to hours actually worked on the changed work. Unit prices are firm through Final Completion.

Table of Labor Rates for Changes Undertaken on Unit Price Basis Where Change Involves Labor Not Associated With Work Addressed in Unit Pricing for Defined Scopes Of Work.

	To be Developed from RFP Proposal Form		

Any unit prices for labor not identified on the above Table shall be established consistent with the methodology used for pricing time and materials change orders in Section 4.

3.3. Equipment. If any change using unit prices, in whole or in part, involves equipment not associated with work addressed in the **Table of Unit Prices for Defined Scopes of Work** in Section 3.1, the equipment rates below shall be used as the unit pricing of equipment. Unit costs for labor associated with the operation of such equipment are not included in such equipment rates, and shall be determined in accordance with the table for labor in Section 3.2 above. Rates in the Table include for fuel and maintenance, including inspections and tests and ready-for-work start-up procedures. Standby rates shall be used only if Contractor mobilizes equipment to the Site pursuant to a Change Order, such equipment is maintained in operating condition, and Program Manager directs Contractor in writing not to use such equipment. Unit prices are firm through Final Completion.

	To be Developed from RFP Proposal Form		

Any unit prices for equipment not identified on the above Table shall be established consistent with the methodology used for pricing time and materials change orders in Section 4 of this Appendix.

3.4. Materials. If any change using unit prices, in whole or in part, involves materials not associated with work addressed in the **Table of Unit Prices for Defined Scopes of Work** in Section 3.1, the Material costs shall reflect Contractor's net, verifiable, anticipated cost for the purchase of the material needed for the extra Work, including delivery charges.

4. Time and Material

Where the time and material price method is selected by Owner, Contractor shall perform such authorized extra Work for the sum of:

- (i) the actual cost of direct labor (working foremen, journeymen, apprentices, helpers) that undertook the extra work;
- (ii) the actual cost of labor burden associated with (i);
- (iii) the actual cost of material used in performing the extra Work;
- (iv) the computed cost or actual cost of rental of major equipment;

(v) actual costs of additional general liability insurance and performance bond

(vi) the Markup Percentage Fee applied to items (i), (ii), (iii) and (iv)

without any charge for administration and supervision including management, superintendents and general foremen, and the cost of or rental cost of small tools and minor equipment (defined as having a purchase price of less than \$1,000).

Owner and Contractor may agree in advance in a Change Order on a maximum price for Work priced on such basis, and Owner shall not be liable for amounts in excess of that maximum.

(i) Direct Labor

Labor costs included for self-performed work shall be based on the actual cost (excluding bonuses or other discretionary compensation) per hour paid by Contractor for those workers undertaking the extra Work.

(ii) Labor Burden

Allowable labor burden shall be defined as employer's net actual cost of payroll taxes (FICA, Medicare, SUTA, FUTA), net actual cost for employer's cost of union benefits (or other usual and customary fringe benefits (excluding bonuses or other discretionary compensation) if the employees are not union employees); and net actual cost to employer for worker's compensation insurance taking into consideration adjustments for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs and net cost reductions due to policies with deductibles for self-insured losses and assigned risk rebates. Contractor shall reduce its standard payroll tax percentages to properly reflect the effective cost reduction due to the estimated impact of the annual maximum wages subject to payroll taxes.

(iii) Materials

Material costs shall reflect Contractor's net actual, verifiable, cost for the purchase and delivery of the material needed for the extra Work and shall include for any discounts, preferential pricing and rebates available to Contractor.

(iv) Equipment

Contractor-owned or Subcontractor-owned. Allowable "bare" equipment rental rates shall be the monthly rate listed in the most current publication of The DataQuest Blue Book divided by 176 to arrive at a maximum hourly rate to be applied to the actual hours of equipment usage, to which shall be added operating costs needed to undertake the extra Work

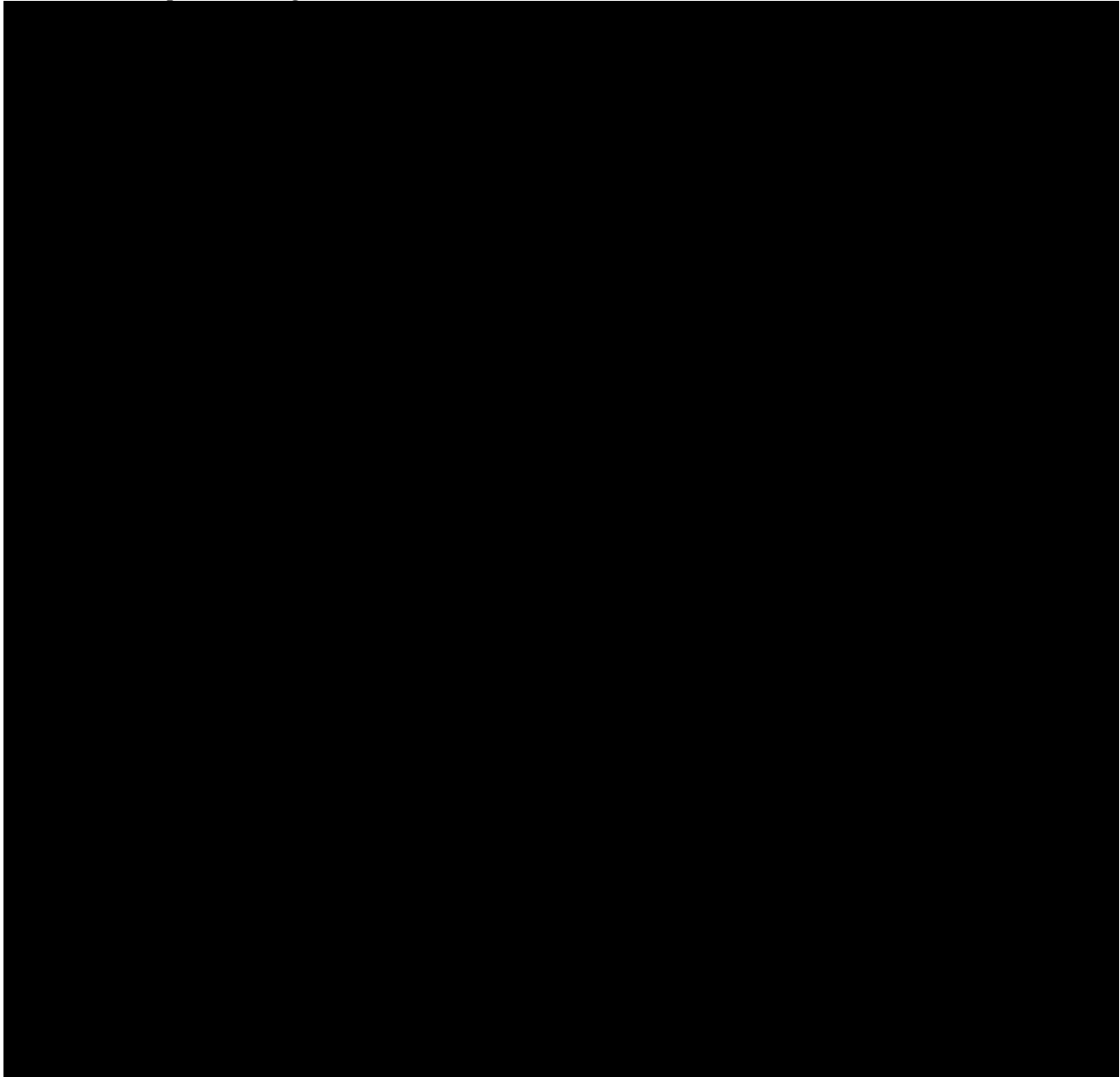
Contractor-rented or Subcontractor-rented. Allowable costs are the appropriate, verifiable, market rental rates for rental of major equipment needed to undertake the extra Work.

(v) General Liability Insurance and Performance Bond

Time and materials computations shall account for Contractor's net increase in comprehensive general liability insurance costs and costs for performance bond furnished by Contractor to

Owner as a result of the extra Work. No Markup Percentage Fee is to be applied to increases in such insurance costs or performance bond costs.

(vi) Markup Percentage Fee



Record keeping forms and verification methods for time and materials Work shall be subject to approval of the Program Manager.

If requested by Program Manager, Contractor shall provide, and shall cause each Subcontractor at any tier to provide, evidence of its labor costs and a breakdown of its labor burden costs or estimates.

5. Equipment

The aggregate equipment charges for any single piece of Contractor-owned or Subcontractor-owned equipment used in all Work under Change Orders priced on fixed unit price or time and material basis shall be limited to the fair market value of the piece of equipment when the first Change Order is priced using fixed unit price or time and material involving usage of that piece of equipment.

APPENDIX I

Permits

1. General

Contractor is responsible for verifying that all Permits, whether provided by Contractor or Owner, have been issued and are in force prior to initiation of any Work covered by such Permits and that Contractor and all its employees are familiar with the requirements and restrictions of all permits, regardless of whether or not such information is specifically called out by the Owner.

2. Contractor Permits

Contractor shall secure and maintain, at Contractor's sole cost and expense (including costs of preparation, any filing fees and/or charges, and any bonds or other performance assurance), all Permits (other than Owner Permits) for the Work, including, but not limited to, permits required for over-the-road delivery of materials as applicable.

Responsibilities of any other permits that arise shall be mutually agreed upon by the project team in accordance with responsibilities of the Work.

3. Owner Permits

Owner shall secure and maintain, at Owner's sole cost and expense (including costs of preparation, any filing fees and/or charges, and any bonds or other performance assurance), Permits listed in 3.1.

3.1 Listing of Permits

APPENDIX J

Insurance Requirements

Before commencing Services, the Supplier shall procure and maintain at its own expense for a period of two years beyond completion of the Services, the insurance types, limits, terms, and conditions listed in Section 1 below. The amounts as specified are minimums only. The actual amounts above the minimums shall be determined by the Supplier. In addition, for any Services that are authorized to be subcontracted, the supplier shall require each subcontractor to procure and maintain all insurance as outlined in section one.

IF YOU DO NOT HAVE A CURRENT CERTIFICATE ON FILE WITH CUSTOMER prior to commencement of Services, Certificates of Insurance evidencing supplier's and/or subcontractor's possession of insurance as outlined in Section 1 shall be filed with Customer for its review.

Certificates of Insurance should be mailed to the Procurement Department at the following address:

AVANGRID Service Company
Procurement Department/Insurance Cert.
3 City Center
180 South Clinton Avenue, 5th Floor
Rochester, New York 14607

1. Required Insurance Coverage's and Minimum Amounts

Each insurance policy shall be placed with an insurance company licensed to write insurance in the State where the Services are to be performed and shall have an A.M. Best's Rating of not less than "B+" and a policyholder surplus of at least \$25,000,000.

Each insurance policy, except Workers' Compensation and Employers' Liability, shall be endorsed to add Customer as an additional insured. All insurance where Customer is an additional insured must contain provisions which state that the policy will respond to claims or suits by Customer against the Supplier/Consultant/ Labor supplier/etc. In addition, Customer should be notified of any reduction in the aggregate policy limits.

Each policy shall be endorsed to provide a minimum of thirty (30) days prior written notice of cancellation, intent not to renew, or material change in coverage.

Each policy shall be endorsed to provide a breach of warranty clause.

In the event Supplier and/or Subcontractor has a policy(ies) written on an “occurrence basis,” such insurance shall provide for a retroactive date not later than the commencement of Services under this agreement. In addition, the Supplier and/or Subcontractor will guarantee future coverage for claims arising out of events occurring during the course of this agreement.

All of the insurance required hereunder will be primary to any or all other insurance coverage in effect for Customer.

- 1.1 Workers' Compensation and Employers' Liability Insurance in accordance with the statutory requirements of the State of New York. For Services that are conducted outside of New York State, the minimum limit for Employers' Liability Insurance should be \$500,000 each accident, \$500,000 disease-policy limit, \$500,000 disease-each employee.
- 1.2 Automobile Liability insuring any auto, all owned autos, hired autos, and non-owned autos with a bodily injury and property damage combined single limit of \$5,000,000 per occurrence.
- 1.3 General Liability (Comprehensive or Commercial Form), including coverage for Premises/Operations, Underground/ Explosion & Collapse Hazard, Products/Completed Operations, Independent Contractors, Broad Form Property Damage, and Personal Injury, in the amount of \$5,000,000 per occurrence and \$5,000,000 aggregate.

The amount of insurance may be satisfied by purchasing primary coverage in the minimum (or greater) amounts specified or by purchasing a separate excess Umbrella Liability policy together with lower limit primary coverage.

Each General and/or Umbrella Liability Insurance policy shall be endorsed with the following Cross Liability clause: In the event of claims being made by reason of personal and/or bodily injuries suffered by any employee or employees of one insured hereunder for which another insured hereunder is or may be liable, then this policy shall cover such insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each insured hereunder, except with respect to limits of insurance. In the event of claims being made by reason of damage to property belonging to any insured hereunder for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each insured hereunder, except with respect to the limits of insurance.

- 1.4 **Professional Liability Insurance** where if the Work includes design responsibilities, whether for design of permanent work or for “means-and-methods” or other reasons, prior to the commencement of the Work, the Contractor shall, and shall cause its applicable Subcontractors to, provide Professional Liability Insurance, including evidence thereof, for claims that arise from the acts, errors, or omissions of the Contractor, such Subcontractor,

or any party acting on behalf of the Contractor, in the provision of professional services, in an amount no less than \$5,000,000 for lead Design Professionals, \$1,000,000 for Sub Design Professionals.

The policy shall be effective (retroactively, if applicable) from the date of commencement of all professional activities in connection with the Work until six (6) years after the completion date of the project or the expiration of the applicable statute of repose of the State in which the Project is located (whichever is greater/longer).

Coverages shall include:

- No exclusions for delays in Project completion and cost overruns.
- Insurance shall be primary and non-contributory.
- Policy shall include a provision that written notice to the carrier during the policy period of a circumstance that could result in a claim preserves coverage for a claim subsequently arising from the circumstance.
- No exclusion for mold, fungus, asbestos, pollutants, etc. The Contractor is required to notify the Owner of any claims occurring during the Policy Period if such claims could reduce the amount of coverage available to the Owner.

A Professional Liability Policy will not be required for means-and-methods if such coverage is specifically provided under Contractor's Commercial General Liability Policy and satisfactory evidence is provided to Owner to show same.

- 1.5 **Pollution Liability Insurance** covering losses caused by pollution conditions that arise from Contractor's operations including on-site, off-site and in-transit exposures, and loading and unloading. Coverage to include bodily injury, personal injury, sickness, disease sustained by any person, including death; property damage or destruction, including loss of use; clean-up costs; property damage including loss of use of damaged property or property not physically injured or destroyed, including diminution of value and Natural Resources damages; defense costs including costs, charges and expenses incurred in investigation, adjustment or defense of claims; and broad-form contractual liability coverage. Contractual liability shall not contain limiting endorsements. Coverage limits shall not be less than \$5,000,000 per occurrence and \$5,000,000 annual aggregate.

The policy must be endorsed to include Owner as additional insureds on a primary and non-contributory basis and shall also be endorsed to include a waiver of subrogation in favor of the Owner where Contractor may provide services or work under this Agreement.

None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by Supplier or Subcontractors are intended to, nor shall they in any manner limit or qualify the liabilities and obligations assumed by Supplier or Subcontractor under this agreement.

APPENDIX K-1

Lien and Waiver Release

TO ACCOMPANY EACH INVOICE [LETTERHEAD OF CONTRACTOR]

DATE: [_____]

TO:

[INSERT ADDRESS]

1. Rochester Gas and Electric Corporation (RGE) ("Company" or "Owner") and [_____] ("Contractor") have entered into an Agreement, dated [_____] (the "Agreement"), pursuant to which Contractor is to provide services in connection with (the "Project").
2. Section 8.2 of the Agreement provides, among other things, that, each invoice shall be accompanied by (i) the Contractor's waiver and release, subject to payment of the invoice by the Owner, of liens and claims relating to Work for which the Invoice or any prior invoice have been submitted, and (ii) a certificate that the Site, Work, materials and equipment described in the invoice and in all previous invoices are free and clear of all liens other than any liens extinguished upon receipt of payment by Contractor of such invoice. Contractor provides this instrument in order to satisfy the requirements of the aforesaid Section 8.2 in relation to Contractor's invoice no. [to be inserted] dated [to be inserted] (the "Invoice").

NOW THEREFORE:

1. Capitalized terms used and not defined herein shall have the meaning assigned to them in the Agreement.
2. Subject to payment by Company to Contractor of the sum of [_____], which sum represents the full amount due to Contractor under the Invoice less Retainage and less Punchlist withholding, if any, Contractor irrevocably waives its right to file, releases and relinquishes any lien, claim or security interest relating to Work for which the Invoice is submitted or any prior invoice has been submitted; provided, however, that no such waiver shall apply to unresolved claims submitted in writing to Company prior to the date of this Waiver and Release. Contractor hereby authorizes Company to file an amendment for any financing statement on file with respect to Company, the Work, the Project or the Site if (a) Contractor is the secured party of record with respect to such financing statement and (b) the amendment releases from the collateral under such financing

statement any collateral released by this instrument from any lien, security interest or claim in favor of Contractor, or with respect to which Contractor waived its right to file any lien, security interest or claim.

3. Contractor certifies that:

- 3.1 All amounts that were due and payable in connection with the Work or the Project under invoices issued prior to the Invoice have been paid by Company save in relation to Retainage and Punchlist Withholding, if any, which Contractor acknowledges that Company is withholding in accordance with Sections 3.9 and Section 4.4 of the Agreement and (b) [] under Invoices Nos. [], which are subject to dispute with Company.
- 3.2 Contractor has not directly or indirectly created any Contractor Lien relating to the Work, the Project, the Site or any part thereof or interest therein;
- 3.3 Contractor has promptly paid and discharged any Contractor Liens which, it suffered to be created by any Subcontractor, employee, laborer, mechanic, materialman or other supplier of goods or services relating to the Work, the Project, the Site or any part thereof or interest therein, except to the extent Lien Security has been provided by Contractor in connection therewith; and
- 3.4 Title to all Work is free and clear of any and all liens, claims, charges, security interests, encumbrances and rights of Persons other than Company arising as a result of any actions or failure to act of Contractor, its Subcontractors, or their employees or representatives, except to the extent Lien Security has been provided by Contractor in connection therewith.
- 3.5 THIS WAIVER OF LIENS AND CLAIMS SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAW).

IN WITNESS WHEREOF, Contractor has duly executed this instrument on the day and year first written above.

[Contractor's Name]

By:_____

Name:_____

Title:_____

State of _____

County of _____

The foregoing instrument was acknowledged before me this (date) by (name of officer or agent, title of officer or agent) of (name of corporation acknowledging) a (state or place of incorporation) corporation, on behalf of the corporation.

(Signature of person taking acknowledgment)

(Title or rank)

(Serial number, if any)

APPENDIX K-2

FINAL FORM OF WAIVER AND RELEASE [LETTERHEAD OF CONTRACTOR]

DATE: [_____]

TO: [INSERT ADDRESS]

WHEREAS:

1 Rochester Gas and Electric Corporation (RGE) ("Company" or "Owner") and [_____] ("Contractor") have entered into an Agreement, dated as of [_____] (the "Agreement"), pursuant to which Contractor is/ was to provide construction services in connection with [Project Name & Number] Project (as more fully described in the Agreement, the "Project").

2. Article [number] of the Agreement provides, among other things, that, the Retainage shall not be paid to Contractor until Contractor submits an affidavit that all payrolls, bills for materials and equipment and other indebtedness connected with the Work have been paid or otherwise satisfied, and provides releases and waivers of liens arising out of the Agreement from itself and all Subcontractors with subcontract value in excess of \$10,000.

NOW THEREFORE:

1. Capitalized terms used and not defined herein shall have the meaning assigned to them in the Agreement.

2. Contractor hereby irrevocably waives its right to file, releases, and relinquishes any lien, security interest, or claim for payment (whether in tort, for breach of contract, pursuant to Law, in equity or otherwise) relating to Company, the Work, or the Project. Contractor hereby authorizes Company to file a termination statement for any financing statement on file with respect to Company, the Work, or the Project if Contractor is the secured party of record with respect to such financing statement.

3. Subject to Company's payment of the Retainage in the amount of \$_____, Contractor certifies that:

3.1 All amounts that were due and payable by Company in connection with the Work and the Project have been paid.

3.2 Contractor has not directly or indirectly created, incurred, assumed or suffered to be created by it or any Subcontractor, employee, laborer, mechanic, materialman, or other supplier of goods or services any Contractor Lien relating to the Work, the Project, or any part thereof or interest therein, except to the extent Lien Security has been provided by Contractor in connection therewith;

3.3 Contractor has promptly paid and discharged any Contractor Liens which, notwithstanding Section 3.2 hereof, it has directly or indirectly created or suffered to be created by it or any Subcontractor, employee, laborer, mechanic, materialman, or other supplier of goods or services relating to the Work, the Project, or any part thereof or interest therein, except to the extent Lien Security has been provided by Contractor in connection therewith; and

3.4 Title to all Work is free and clear of any and all liens, claims, charges, security interests, encumbrances and rights of persons for payment other than Company arising as a result of any actions or failure to act of Contractor, its Subcontractors, or their employees or representatives, except to the extent Lien Security has been provided by Contractor in connection therewith.

3.5 THIS WAIVER OF LIENS AND CLAIMS SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAW).

4. All Subcontractors and Persons that have provided labor, services, materials, supplies, Contractor's Equipment, Equipment, systems or machinery used in the performance of the Work have been paid all amounts which are due and owing them and in accordance with applicable law, including without limitation, New York Labor Law §224-f (*Workers on Excavations*) and any other laws, ordinances, rules, regulations and orders regarding the payment of prevailing wages and supplemental benefits applicable to the Work, with the exception of those amounts which are being disputed by Contractor in good faith, and Contractor has no knowledge of the existence of any other claim, actual or threatened by any Subcontractor or such Person, against Owner, Owner's property or all or any portion of the Equipment, Project, the Site or the existing facilities, other than claims for which Contractor has provided Lien Security.

IN WITNESS WHEREOF, the undersigned has duly executed this instrument on the day and year first written above.

[Contractor's Name]

By: _____

Name: _____

Title: _____

State of _____

County of _____

The foregoing instrument was acknowledged before me this (date) by (name of officer or agent, title of officer or agent) of (name of corporation acknowledging) a (state or place of incorporation) corporation, on behalf of the corporation.

(Signature of person taking acknowledgment)

(Title or rank)

(Serial number, if any)

APPENDIX L

Certificate of Substantial Completion

Date: _____

To: [Insert Address]

Ref: Certificate of Substantial Completion – [Project Name & Number] Project (“Agreement”) by and between Rochester Gas and Electric Corporation (RGE) (“Company” or “Owner”) and

_____. Contractor, by and through the undersigned officer, duly authorized to represent Contractor and execute and deliver this certificate (“Certificate”) to Owner, provides this Certificate to Owner under the Agreement. Capitalized terms used herein not otherwise defined shall have the meaning given such terms under the Agreement. Contractor hereby certifies to Owner as of the date hereof that the following are true and correct:

- (1) Substantial Completion of the Project was achieved on [date];
- (2) the Project is substantially complete in accordance with the Scope of Work, the Project Documents, and all required Governmental Authorizations and Permits, and is capable of commercial operation and safe operation for its intended purpose;
- (3) all Work required to be furnished by Contractor for the Project is substantially complete and all Equipment has been delivered to the Site and properly incorporated into the Project, except for Punchlist Items;
- (4) the Performance Tests and any other requirements necessary to demonstrate that the Project meets the Project Documents have been successfully completed and a certificate of the results, together with a copy of the reports of such test results have been provided to Owner;
- (5) the Punchlist Items, the schedule for completing the same and the estimated cost for completing the Punchlist, have been agreed to by Owner and Contractor;
- (8) all Subcontractors and Persons that have provided labor, services, materials, supplies, equipment, systems or machinery used in the performance of the Work have been paid all amounts which are due and owing them for the Project, with the exception of those amounts which are being disputed by Contractor in good faith, and Contractor has no knowledge of the existence of any other claim, actual or threatened by any Subcontractor or such Person, against Owner, Owner’s property or all or any portion of the Project, the Site or the existing facilities, other than claims for which Contractor has provided Lien Security; and

(9) the Project is capable of operation at expected operating levels in strict compliance with the terms of all operating Permits.

Executed on the day set forth in the first paragraph of this Certificate.

By: _____
Name: _____
Title: _____

CERTIFICATE ACCEPTED:

Rochester Gas and Electric Corporation (RGE)

By: _____

Print Name

Title

APPENDIX M

Certificate of Final Completion

Date: _____

To: [Insert Address]

Ref: Certificate of Final Completion – [Project Name & Number] Project (“Agreement”) by and between New York State Electric and Gas Corporation (NYSEG)] (“Company” or “Owner”) and _____ (“Contractor”)

Contractor, by and through the undersigned officer, duly authorized to represent Contractor and execute and deliver this certificate (“Certificate”) to Owner, provides this Certificate to Owner under the Agreement. Capitalized terms used herein not otherwise defined shall have the meaning given such terms under the Agreement. Contractor hereby certifies to Owner as of the date hereof that the following are true and correct:

- (1) Substantial Completion of the Project was achieved on [date], and all Punchlist Items were completed on [date];
- (2) Contractor’ has performed site clean-up and restoration;
- (3) Contractor has provided and caused the Subcontractors to provide to Owner all affidavits, statements, waivers, releases and posted any security required under Appendix K-2 (Final Form of Waiver and Release);
- (4) Contractor has submitted to Owner and Owner has approved the final “as-built” drawings.
- (5) Contractor has obtained all Governmental Authorizations which are the responsibility of Contractor under the Agreement and has provided copies of the same to Owner; and
- (6) all Subcontractors and Persons that have provided labor, services, materials, supplies, Contractor’s Equipment, Equipment, systems or machinery used in the performance of the Work have been paid all amounts which are due and owing them, with the exception of those amounts which are being disputed by Contractor in good faith, and Contractor has no knowledge of the existence of any other claim, actual or threatened by any Subcontractor or such Person, against Owner, Owner’s property or all or any portion of the Equipment, Project, the Site or the existing facilities, other than claims for which Contractor has provided Lien Security.

Executed on the day set forth above.

By:_____
Name:_____
Title:_____

CERTIFICATE ACCEPTED:

Rochester Gas and Electric Corporation

By:_____

Print Name

Title

APPENDIX N

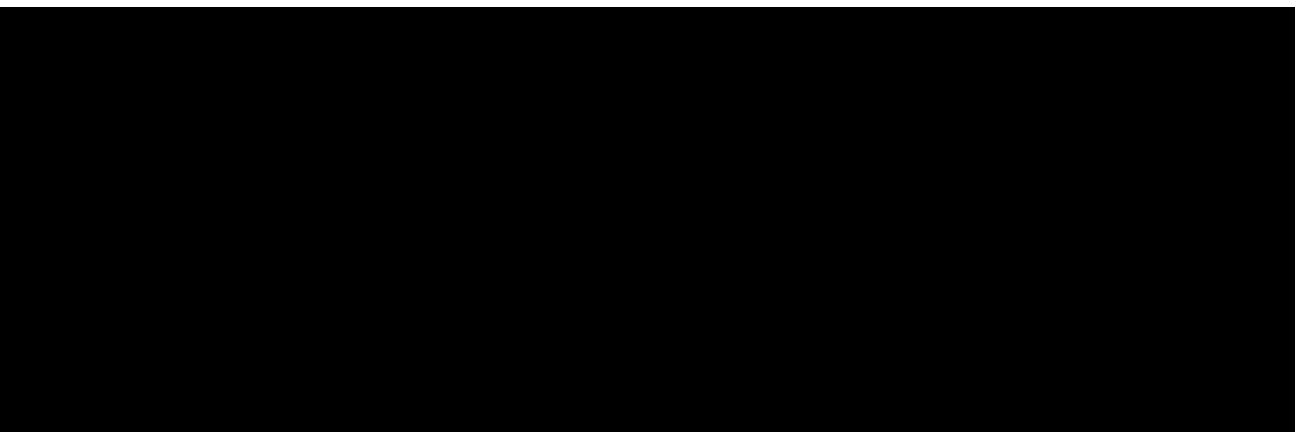
Avangrid Networks Contractor Safety Guide


Please see separate document



Avangrid Networks EH&S Procedure

Contractor Environmental, Health & Safety (EH&S) Requirements



		Standard Operating Procedure		Page:	2 of 50
Doc. Title:		Contractor Environmental, Health & Safety (EH&S) Requirements			
Document Number:	ANEHS-SOP-021	Revision:	4		
Implementation Date:	5/2024	Review Period:	365 Days		
Owner:	Senior Director Networks, EHS	Department:	EHS		
Type of Document:	EH&S SOP	Standard Elements:	ISO 14001 and 45001 OSHA 29 CFR 1910 OSHA 29 CFR 1926 EPA 40 CFR DOT 49 CFR		

Introduction

Avangrid and its Contractors shall provide safe and healthful workplaces for their respective work forces. This protects the employees, public, and environment from hazards that work activities might create.

The Contractor EH&S Procedure governs the environmental, health, and safety aspects of the way that Contractors, and Subcontractors, perform work at Avangrid's Site, and convey Avangrid's minimum expectations regarding environmental, health, and safety practices. This Contractor EH&S Procedure may exceed the requirements of federal, state and local regulatory agencies.

This Contractor EH&S Procedure is in addition to the environmental, health, and safety procedures, policies, guidance, or work instructions of each Contractor.

Contractors working for Avangrid shall maintain and execute programs to protect both Avangrid and Contractor personnel from workplace injury and illness, and to prevent losses associated with safety or environmental incidents.

To assist Contractor's in implementing effective safety programs, Avangrid includes its Contractor EH&S Procedure, as appropriate, into all contracts, monitors each Contractor's EH&S performance, and exercises contractual remedies where the Contractor EH&S Procedure is not being followed.

Avangrid strives for continuous process improvement. To that end, Avangrid Representatives, Avangrid EH&S, and members of each Contractor's EH&S team, monitor and measure the implementation of the Contractor EH&S Procedure and, as necessary, develop corrective actions to ensure that worksite health and safety, and environmental compliance, are continuously improving.

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1. PURPOSE

This document provides the requirements for the Avangrid Contractor EH&S Procedure. This document is used in conjunction with the administration and oversight of the contracts with Contractors to maximize their EH&S responsibility by ensuring the following:

- Making safety an integral part of the pre-bid selection process.
- Incorporating applicable safety requirements into each contract as a performance obligation of the Contractor.
- Requiring strict adherence to the safety specifications of each contract.
- Exercising contractual options or remedies where appropriate.

2. SCOPE

This document applies to all Contractors who perform work on Avangrid Network's (Berkshire Gas, Corporate, Central Maine Power, Connecticut Natural Gas, Maine Natural Gas, New York State Electric & Gas, Rochester Gas & Electric, Southern Connecticut Gas and United Illuminating) systems and/or premises.

3. DEFINITIONS

[See Attachment 1.](#)

4. REFERENCES

- [United States Department of Labor – Occupational Safety and Health Administration](#)
- [United States Environmental Protection Agency](#)
- [ASTM American Society for Testing and Materials](#)
- [ANSI American National Standards Institute](#)
- [US Department of Transportation's Manual on Uniform Traffic Control Devices \(MUTCD\)](#)
- [Call Before You Dig](#)
- [Federal Motor Carrier Safety Administration Regulations](#)
- [American Gas Association \(AGA\)](#)
- [Northeast Gas Association \(NGA\)](#)
- [Edison Electric Institute \(EEI\)](#)
- [National Fire Protection Agency \(NFPA\)](#)

5. OVERVIEW OF CONTRACTOR SAFETY AT AVANGRID

EH&S performance is a prime consideration in the selection of Contractors. Avangrid stipulates environmental, health and safety performance requirements and responsibilities in each Contract and Purchase Order and holds the Contractor accountable for meeting its contractual requirements.

The goal is to establish a long-term working relationship between Avangrid and the Contractors who perform work for Avangrid. The intent is to share the same EH&S values and demonstrate those values during all aspects of work. The information contained within this document conveys

Avangrid's minimum requirements regarding environmental, health and safety practices and may exceed the requirements of federal, state and local regulatory agencies.

Failure to comply with any portion of this document may be a breach of contract and just cause for placement in a probationary program and/or expulsion from Avangrid and/or termination of the contract.

All Contractors are required to comply with the requirements of the Occupational Safety and Health Administration (OSHA), and all other applicable federal, state, and local laws, ordinances, and regulations, and other project and site-specific permits.

Planned work activities which may impact Avangrid personnel, or disrupt their work, shall be coordinated with an Avangrid Representative and communicated to such personnel far enough in advance to allow for coordination, accommodations, or resolution of conflicts.

CONTRACTOR EH&S REQUIREMENTS

The following requirements govern all aspects of environmental, health and safety to which Contractors, their Subcontractors, and their agents shall conform while performing work for Avangrid. These are Avangrid's minimum expectations regarding EH&S practices and may exceed the requirements of regulatory agencies.

If any requirement within this document goes above and beyond the minimum requirements set forth by OSHA or another regulatory standard, Contractors shall work to achieve compliance with the more protective requirement.

6. CONTRACTOR CLASSIFICATION

6.1 Contractor Risk Ranking

- 6.1.1. At the beginning of a project, Avangrid may categorize types or functions of work to determine the level of risk of a Contracted Service. The Company may categorize these activities as low or high risk. Risk refers to the chance of injury, property damage, or adverse environmental or public impact should the Contractor deviate from the prescribed measures.
- 6.1.2. Activities that are designated as "High-Risk" means that death, serious personal injury, or serious adverse environmental impact is possible should protective measures not be followed.
- 6.1.3. Activities that are designated as "Low-Risk" means that death, serious personal injury or serious adverse environmental impact is highly unlikely should protective measures not be followed.
- 6.1.4. The designation of High-Risk or Low-Risk refers only to the inherent risk associated with the work activity and is not an opinion on the Contractor's ability to perform the work.

7. PRE-BID INFORMATION

7.1 Contractor Prequalification

- 7.1.1. All High-Risk Contractors, Suppliers, and Vendors shall be a subscriber of ISNetwork and achieve a minimum acceptable grade of "C" or better prior to being eligible to bid for Avangrid Work.
- 7.1.2. All High-Risk Contractors, Suppliers, and Vendors shall maintain, for the duration of their work at Avangrid, a minimum acceptable grade of "C" or better with ISNetwork.
 - 7.1.2.1. Contractors seeking a variance to this process shall request it through the Avangrid Representative and the internal process for variance approval shall be followed.
- 7.1.3. If a Contractor has its ISNetwork grade drop to an "F" for reasons that cannot be immediately resolved with ISN, the Contractor will be notified and will be required to respond with a written action plan stating how it intends to achieve a passing grade. Failure to successfully implement the action plan or achieve a passing grade within an agreed upon time frame may result in contract termination, removal from the Avangrid approved Contractor list, and ineligibility to bid on future Avangrid contracts until the Contractor achieves a passing grade. The agreed upon action plan and timing shall be approved by Contractor and Owner Representatives.

7.2 Avangrid Responsibilities

- 7.2.1. Avangrid shall provide the Contractor with the characteristics of the Avangrid systems related to the safety of the work to be performed. That is, Avangrid will provide known information based on "existing characteristics." Existing characteristics are facts Avangrid can obtain from its existing records through the exercise of reasonable diligence.
- 7.2.2. Avangrid shall provide the Contractor with the conditions related to the safety of the work to be performed that are known to Avangrid. Avangrid is only required to provide the Contractor known information based on "existing conditions" that can be obtained from its existing records through the exercise of reasonable diligence.
- 7.2.3. Avangrid shall provide the Contractor with any other information known to Avangrid about the design and operation of the Company installations related to the protection of the Contractor employees.

7.3 Contractor Responsibilities

- 7.3.1. The Contractor shall ensure each of its employees is instructed in the characteristics and conditions relevant to the employee's work that the Contractor is aware of as a result of the information communicated by Avangrid.
- 7.3.2. Before work begins, the Contractor shall advise Avangrid of any unique hazards that may be created by the Contractor's work.
- 7.3.3. The Contractor shall immediately advise Avangrid of any unanticipated hazards found during the Contractor's work upon discovering the hazards.
- 7.3.4. The Contractor and Avangrid shall coordinate their safety programs so that every employee is protected. This requirement pertains to any Subcontractor that a Contractor brings into an Avangrid Project/Work. The primary Contractor shall share

and coordinate with their Subcontractors the requirements of this Procedure, and be shall responsible for Subcontractor adherence to these requirements.

- 7.3.5. The Contractor shall conduct and document a detailed Job Safety Brief/Job Hazard Analysis (JHA) to cover all known hazards with employees prior to performing any work.
- 7.3.6. The Contractor shall ensure the cost to provide adequate safety measures and to comply with all Avangrid requirements is considered and budgeted in the bid/proposal.

7.4 Alcohol and Controlled Substances

- 7.4.1. No alcoholic beverages, cannabis, controlled substances or other substances that could impair a worker are allowed on any Avangrid Site, including parking lots. No worker under the influence of alcohol, cannabis, or controlled substances other substances that could impair a worker shall be allowed on any Avangrid Site.
- 7.4.2. The sale, use or possession of alcohol, cannabis, or controlled substances on Avangrid's Sites is strictly prohibited.
- 7.4.3. Any Contractor or Subcontractor personnel who report to work and appear to be in an unfit condition to safely perform their assigned work functions shall be immediately dismissed from the Site.
- 7.4.4. All regulatory requirements related to drug and alcohol use shall be adhered to as stated. All Contractors performing gas safety sensitive functions shall comply with 49 CFR Part 199 and 40.

7.5 Work Rule Compliance

- 7.5.1. All Contractors shall comply with OSHA, DOT and EPA requirements, all other applicable federal, state, and local laws, ordinances, regulations, Contractor EH&S Procedure rules, their own safety procedures, policies, guidance, and/or work instructions, EHASPs and other project and site-specific permits.
- 7.5.2. Contractors shall be responsible for executing all Contract requirements and ensuring their employees and Subcontractors are complying with this Procedure, and all other applicable environmental, health and safety rules and practices, including their company standards and/or union/state agreement(s).
- 7.5.3. In cases where there is more than one method of compliance with a given rule or regulation, the Contractor may deviate from Avangrid's practices if it can demonstrate to Avangrid, prior to execution, that the alternative practice provides a method which meets or exceeds the Avangrid requirements.
- 7.5.4. Any Contractor or Subcontractor who fails to take the necessary measures to conform to this Contractor EH&S Procedure or compliance requirements shall be held accountable. Contractor accountability for violations is at the discretion of Avangrid and may include:
 - 7.5.4.1. Suspension of work in progress and onsite corrective action.
 - 7.5.4.2. Probation or dismissal from Avangrid contracts for specific Contractor and/or Subcontractor employees.
 - 7.5.4.3. Probation or termination of any or all active contracts.

7.5.4.4. Removal of the Contractor from Avangrid's approved Contractor list.

8. POST-CONTRACT AWARD ACTIVITIES

8.1 Contractor Orientation

- 8.1.1. All Contractors shall provide a review of the Contractor EH&S Procedure and all specific Job Hazard Analyses and Project Environmental, Health and Safety Plans to all personnel, and all Subcontractors prior to commencing work activities. Additional employees brought onto the Project/Work shall receive the orientation review. All orientation reviews shall be documented.
- 8.1.2. After the completion of the orientation session the Contractor shall certify, in the form of a Letter of Assurance on Contractor letterhead, that:
 - 8.1.2.1. The Contractor has been informed of Company safety requirements;
 - 8.1.2.2. Employees and Subcontractors have the appropriate qualifications to perform the work;
 - 8.1.2.3. The Contractor agrees to comply with all applicable environmental, health and safety requirements.

8.2 Information Transfer

- 8.2.1. As referenced in OSHA 1910.269(a)(3) and (a)(4), before any electric power generation, transmission, or distribution work begins, the appropriate Avangrid Representative shall provide the Contractor access to the following information:
 - 8.2.1.1. The existing characteristics and conditions of Avangrid installations that are related to the safety of the work to be performed;
 - 8.2.1.2. Information about the design and operation of Avangrid installations that the Contractor needs;
 - 8.2.1.3. Arc flash studies, or summary thereof;
 - 8.2.1.4. Ground fault studies, or summary thereof;
 - 8.2.1.5. Voltage levels for tree trimming operations; and
 - 8.2.1.6. Danger poles tagging.
- 8.2.2. As referenced in OSHA 1910.269(a)(3), the Contractor shall ensure that each of its employees is instructed in hazardous conditions relevant to the work, and the Contractor shall advise the Company of any hazardous conditions found before and during the work.

8.3 Contractor Project Environmental, Health and Safety Plans (EHASPs)

- 8.3.1. Contractors who perform high risk-ranked Contracted Services shall submit a Project/Work-specific Environmental, Health and Safety Plan (EHASP), or equivalent plan document. The EHASP shall be reviewed and accepted by the Avangrid Representative, or other designated Owner Representative, prior to the start of the Project. The Avangrid Representative will provide specific requirements of the format and/or forms to be completed.
- 8.3.2. It is the Contractor's responsibility to conduct their own risk assessment and to ensure that their EHASP addresses all anticipated hazards.
- 8.3.3. At a minimum, the EHASP shall include the following elements:

8.3.3.1. Roles and Responsibilities:

8.3.3.1.1. The plan shall identify who is responsible for the Project/Work oversight and their qualifications. For example, if the work requires excavation, there must be someone on-site who would be qualified as a Competent Person.

8.3.3.1.2. For multi-employer worksites, the Contractor is responsible for all their employees and Subcontractors. The EHASP shall clearly state this responsibility.

8.3.3.2. Scope of work:

8.3.3.2.1. Briefly state the Scope of Work as provided by the Company. The plan must specifically address the Project or Contracted Services requested by the Company.

8.3.3.3. Hazard Identification and Risk Mitigation:

8.3.3.3.1. Perform a Job Hazard Assessment, based on the scope of work, and identify all significant tasks and the anticipated EH&S hazards associated with completing each phase of the project.

8.3.3.3.2. For each hazard, specify measures that will be taken to mitigate these hazards.

8.3.3.4. Incident Analysis and Reporting:

8.3.3.4.1. Document the requirements in Section 9: Incident Reporting, Analysis and Investigation of this document

8.3.3.5. Compliance and Monitoring:

8.3.3.5.1. Explain how the Contractor and its employees and Subcontractors will achieve compliance.

8.3.3.6. Environmental Compliance:

8.3.3.6.1. Ensure any anticipated environmental risks, based on the scope of the work, are addressed.

8.3.3.7. Emergency Response Plans

8.3.4. The EHASP and Job Briefs shall be available at the individual Project/Work Site and provided upon request of an Avangrid Representative.

8.3.5. The EHASP shall be updated, as needed, as new or unexpected hazards are identified and the updates shall be review with affected Contractor crews.

8.4 Pre-Construction Meetings

8.4.1. The Project Manager, Owner Construction Supervisor or other designated Owner Representative shall hold a pre-construction meeting prior to the start of a Project/Service, or a new phase of a Project. Attending the meeting will be representatives of the Contractor and the various entities involved in, or directly affected by, the Work. The Owner shall be provided advanced notice and can have the opportunity to attend the meeting(s).

8.4.2. The Contractor's Project EHASP will be discussed at this meeting, including a final review of the safety and environmental hazards to ensure a proper mitigation plan. The hazard mitigation measures in the EHASP shall be reviewed, and work shall not commence, until these hazards have been adequately mitigated. The Owner's

Representative, or delegate, will discuss with the Contractor the methods by which compliance with Company requirements will be achieved.

8.4.3. An Emergency Call List shall be exchanged with the Contractor. This list must contain 24-hour contact information for key Contractor and Project/Work personnel, including Owner's Representative and EH&S Specialists. This list shall be distributed to all concerned, as determined by the Project/Work team, prior to the start of work.

8.4.4. For Routine Maintenance services in Avangrid Facilities, a review of associated specific site safety issues, restrictions, or practices, such as evacuation procedures, shall be discussed with the Contractor upon initial hiring. Any changes in the Facility or Site that may affect the safety of Contractor employees, Avangrid employees, or third-party individuals must be communicated immediately.

8.5 Emergency Response/Medical

8.5.1. Prior to the start of work, Contractors shall have a process to identify and communicate emergency response information to their employees and Subcontractors.

8.5.2. Employees responsible for responding to medical emergencies must be trained in first aid, emergency procedures, cardiopulmonary resuscitation (CPR), and automated external defibrillators (AED), if the site has AEDs available.

8.5.3. Contractors shall provide readily available first aid kits meeting ANSI Z308.1 at the worksite. The contents of the kit shall be adequate for the size of the worksite and kits shall be inspected periodically to ensure that expended/expired items are replaced. The Contractor shall be responsible for determining the appropriate medical supplies.

8.5.4. Contractors shall follow state and local laws, and/or Avangrid Business requirements regarding on-site Automated External Defibrillator(s) (AED) where required. Otherwise, an evaluation considering the scope of work, work location and first responder response time, among other factors, shall be conducted to determine the need for an on-site AED.

8.5.4.1. AEDs shall have current proof of inspection compliance.

8.6 Contractor Ownership & Responsibility

8.6.1. Contractors are required to inform their employees, Subcontractors, and agents of the Contractor EH&S Procedure prior to the start of work, and it is the Contractor's responsibility to enforce this Contractor EH&S Procedure with its own personnel and Subcontractor personnel. Compliance with these safety requirements does not:

8.6.1.1. Relieve or diminish the responsibility of the Contractor to perform the work in a manner that complies with applicable federal, state, and local laws, rules, regulations and/or requirements and with all applicable provisions of the Contractor's contract with Owner regarding the Project/Work ("Contract").

8.6.1.2. Relieve the Contractor from liability to Owner or others for negligent or improper performance of the work, as provided in the Contract.

8.6.2. Contractors shall be responsible for communicating to their employees, Subcontractors, and agents any changes to these Contractor EH&S Procedure work rules, as from time to time may be provided by Avangrid.

8.6.3. Contractors shall be responsible for informing Avangrid of any changes to their own safety procedures, policies, guidance, and/or work instructions.

8.6.4. Each Contractor is, and shall remain, an independent Contractor as to all work performed under the contract. Nothing herein shall relieve a Contractor, or Subcontractor, of its sole responsibility for the safety of its employees and their work performance.

8.7 Regulatory Inspections

8.7.1. Contractors shall immediately inform the Avangrid Representative of any inspections, visits, observations, audits, or inquiries of any kind (telephone, electronic, in-person, etc.) (collectively "inspections") affecting or pertaining in any way to the Contractor's work under the Contract by any federal, state or local agency, and the reasons thereof.

8.7.2. Contractors shall keep the Avangrid Representative updated on the status of any regulatory matters arising out of such Inspections, including but not limited to environmental, safety or health citations and/or violations.

8.8 Safety Statistics, and Other Pertinent Documentation

8.8.1. Avangrid monitors and evaluates each Contractor's safety performance and statistics to measure the effectiveness of the Contractor's safety programs and the Contractor's performance of the work. Contractors shall submit monthly data by the 10th of each month.

8.8.2. Contractors, Subcontractors, and other Contractor Representatives shall maintain work site records of hours worked, and of all incidents, near miss events, injuries and illnesses that occurred during the Project/Work, specifically identifying and notifying Avangrid of those injuries that meet the Occupational Safety and Health Administration (OSHA) definition of "recordable" as defined in 29 CFR 1904.

8.8.3. Contractors, Subcontractors, and other Contractor Representatives shall maintain inspection, maintenance, repair, and certification records of cranes, hoists, personnel lifts, fork trucks, scaffolds, excavations, etc., for the duration of the Project/Work.

9. INCIDENT REPORTING, ANALYSIS, AND INVESTIGATION

9.1 General Requirements

9.1.1. Contractors shall verbally report any work-related Incidents and Near Misses involving injury, illness, death, motor vehicle incident or damage, property damage (public, Contractor, or Avangrid), or unexpected environmental releases to the Avangrid Representative immediately, but no later than end of shift, and to state and federal regulatory authorities, as required. Notwithstanding this requirement, the priorities are to ensure that injured personnel receive medical treatment, and that the area has been made safe. A preliminary written report is required no later than 5 days post incident.

9.1.2. Contractors shall perform an investigation and analysis on all injury, illness, death, motor vehicle incidents, property damage (public, Contractor, or Avangrid),

environmental releases, or other incidents requested by Avangrid to be investigated, and provide a written report to the Avangrid Representative identifying contributing factors and corrective actions. All incident investigations are required to be closed within 14 days. Avangrid may impose shorter time frames (e.g., within 24 hours) based on the nature of the event.

- 9.1.3. Contractors shall then notify the Avangrid Representative when corrective actions have been implemented and completed.
- 9.1.4. When deemed necessary by Avangrid, the Contractor's Leadership Team shall formally present their incident analysis report and findings to a group of specifically selected Avangrid Representatives.

10. TRAINING AND QUALIFICATION

10.1 General Requirements

- 10.1.1. Contractors shall have training and certification records, licenses (federal, state, and local), and other such documentation pertinent to the work to be performed by their employees, either on-site or available within 24 hours and subject to review by Avangrid, upon formal request. Failure to produce training records within such time may be considered breach of Contract and shall entitle Avangrid, at its option, to terminate such Contract without further liability on its part.
- 10.1.2. Avangrid Safety Orientation Review – All Contractors shall provide, at a minimum, a review of the Contractor EH&S Procedure, all Project-specific Job Hazard Analyses, EHASPs and site-specific information to all personnel and all Subcontractors prior to commencing work activities. Additional employees, or Subcontractors, brought onto the project shall receive the orientation review. All orientation reviews shall be documented.
- 10.1.3. The Contractor shall provide to all persons working under a Contract, or ensure they have received, training appropriate to the work they will be performing. The verification that everyone has received the required training shall be documented and provided to Avangrid if requested.
- 10.1.4. All Vegetation Management, General Construction, Civil, Line, Gas, Electrical and Test Contractor Supervisors with greater than six employees under their direct supervision shall have, at a minimum, a 30-hour OSHA training certificate (General Industry or Construction).
- 10.1.5. All Vegetation Management Tree Trimmers working within 10 feet of energized power lines shall be certified "Line Clearance Qualified Tree Trimmers" by their respective employer in accordance with OSHA 1910.269(r).
- 10.1.6. All Contractor employees who will be working on or adjacent to known environmentally contaminated sites shall have HAZWOPER 40 hour training, and valid 8 hour refresher.
- 10.1.7. All Contractor employees who will be preparing hazardous materials for off-site shipment or disposal shall have the applicable DOT Hazardous Material shipping training (40 CFR part 262/273 and 49 CFR Part 172 DOT).

10.2 Qualified (Electrical Workers) Employee

- 10.2.1. Contractor employees shall be Qualified Employees as specified by OSHA 1910.269(a)(2)(ii) or 1926.950(b)(2). This program requires that Contractors provide documentation to Avangrid pertaining to their qualification program. OSHA defines a “Qualified Employee” as a person knowledgeable in the construction and operation of the electrical power generation, transmission and distribution equipment involved and the associated hazards.
 - 10.2.2. According to OSHA 1910.269(a)(2)(ii) or 1926.950(b)(2), a Qualified Employee shall be trained and competent in:
 - 10.2.2.1. The skills necessary to distinguish exposed live parts of electrical equipment;
 - 10.2.2.2. The skills and techniques necessary to determine the nominal voltage of exposed live parts;
 - 10.2.2.3. The minimum approach distances specified in OSHA 1910.269 corresponding to the voltages to which the qualified employee will be exposed;
 - 10.2.2.4. The proper use of special precautionary techniques, personal protective equipment, insulating and shielding materials, and insulated tools for working on or near exposed energized parts of electrical equipment; and
 - 10.2.2.5. The recognition of electrical hazards to which the employee may be exposed and the skills and techniques necessary to control or avoid these hazards.
- NOTE: If a Contractor's employee is not a Qualified Employee, they shall be considered an employee undergoing on-the-job training and shall be under the direct supervision of a Qualified Employee at all times.

10.3 Non-Qualified Employees Working Near Energized Lines and Equipment

- 10.3.1. The Contractor shall provide orientation for non-electrical workers who enter and work within restricted areas such as a substation. This is a critical component of Contractor orientation for all non-electrical Contractors who will be working near energized lines and equipment (e.g., Civil Contractors).
- 10.3.2. Non-Qualified Employees shall receive orientation familiarizing them with the safety fundamentals meeting the requirements of OSHA 1910.269(a)(2)(ii) prior to entering a restricted area. This orientation and training need not be as comprehensive as the training necessary to become a Qualified Employee.
- 10.3.3. Non-Qualified Employees shall be under the direct supervision of a Qualified Employee at all times.

10.4 Qualified (Gas Workers) Employee

- 10.4.1. Any Contractor who performs covered tasks on the gas system shall be Operator Qualified (OQ) as defined in the Code of Federal Regulations, DOT 49, Subpart 192.801 through 192.809, and all applicable state requirements pursuant to the state in which the Contractor is working.
- 10.4.2. All qualifications of Contractor personnel shall be in full accordance with Avangrid’s Operator Qualification written plan (OQ Plan).
- 10.4.3. Any other training, such as American Gas Association (AGA) and Northeast Gas Association (NGA) requirements, shall be accompanied by documentation and a letter

of assurance to the Avangrid Representative specifying the qualification of the workers.

- 10.4.4. The OQ status of Contractor employees must be regularly updated and accessible via an on-line database by Company management. This listing must detail employees' current qualifications, current tasks to which they are qualified, and the next recertification date.

11. WORK PLANNING, PREPARATION, AND ACTIVITY REQUIREMENTS

Employees are expected to work within the policies and practices set forth in this document. Workers shall be made aware of system, project site, and work activity hazards and how they will be addressed. This hazard information is communicated to workers through the required Job Brief. If unanticipated hazards are discovered while working, work must pause, workers must be updated on the hazard and mitigation plans, and a new Job Brief held before work resumes.

11.1 Job Safety Briefs

- 11.1.1. Each Contractor crew shall conduct a written and documented Job Brief (also known as a toolbox discussion, job briefing, tailboard discussion, etc.) as follows:
 - 11.1.1.1. Prior to starting each job at the work location.
 - 11.1.1.2. When there are changes to the work order or plan.
 - 11.1.1.3. When a new worker joins the crew or visitor arrives on Site.
 - 11.1.1.4. When Site conditions change or the crew relocates to the next location, even if performing similar work.
- 11.1.2. At a minimum, the Job Safety Brief shall identify:
 - 11.1.2.1. The personnel conducting the work and their qualifications.
 - 11.1.2.2. The known or potential hazards associated with the job.
 - 11.1.2.3. The work procedures (processes) that are to be used to perform the work.
 - 11.1.2.4. The precautions required to eliminate or control the hazards, including Call Before You Dig information.
 - 11.1.2.5. The energy source controls.
 - 11.1.2.6. The PPE required to safeguard from hazards.
 - 11.1.2.7. Any Avangrid specific safety requirements for the work.
 - 11.1.2.8. Any applicable environmental precautions.
- 11.1.3. Job Briefs shall be available at the job site for inspection and retained for ninety (90) days.
- 11.1.4. Each worker shall be an active participant and be given the opportunity to voice concern. The work cannot begin until each worker signs off on the job safety brief stating that they have discussed the work and agree with the plan.
- 11.1.5. All parties working on the jobsite shall be included in the job brief discussion. At a minimum, this includes traffic detail (police & flaggers), as well as site inspectors. When additional personnel arrive on site, they shall be given the job brief to review and sign.

11.2 Duty to Intervene

- 11.2.1. All personnel have the right and obligation to pause work if there is an actual or perceived unsafe act or condition.
- 11.2.2. Contractors shall ensure that all their employees, Subcontractors, agents, and representatives performing any portion of the work are informed of these “stop work” requirements.

11.3 Asbestos, Lead, PCBs and Other Hazardous Substances

- 11.3.1. Asbestos, lead, polychlorinated biphenyls (PCBs), and other hazardous substances may be present on or at Avangrid facilities, properties, and work sites. Avangrid shall inform its Contractors of the known presence, location, and quantity of such substances in or adjacent to areas in which a Contractor is expected to work. The identified area shall be clearly demarcated and the Contractor shall inform its employees and Subcontractors.
- 11.3.2. Contractors shall be responsible for establishing training and information programs for its employees and agents with respect to any such hazardous substances, and for ensuring its own compliance with the Occupational Safety and Health Administration's (OSHA) Hazard Communication Standard (HCS) (29 CFR § 1910.1200).
 - 11.3.2.1. Removal or handling of hazardous material must be done by individuals specifically trained and qualified to handle the material.
- 11.3.3. Contractors shall immediately bring to the attention of their Avangrid Representative any suspect or questionable substances that are encountered during work and implement appropriate precautions.
- 11.3.4. Avangrid shall ensure soil sampling or other appropriate sampling is performed (including in substations) and inform the Contractor of any known presence, location, and quantity of asbestos, lead, and other hazardous substances in, or adjacent to, areas where the Contractor is expected to work, and the Contractor shall so inform its employees and Subcontractors.
- 11.3.5. Where asbestos material is present and likely to be disturbed, the Avangrid Representative and Contractor shall coordinate with the Avangrid Environmental group to determine how the asbestos hazard will be managed.
- 11.3.6. Contractors shall ensure compliance with OSHA 1926.1153 Respirable Crystalline Silica exposure controls whenever undertaking common construction tasks, such as using masonry saws, grinders, drills, jackhammers and handheld powered chipping tools; operating vehicle mounted drilling rigs; milling; operating crushing machines; using heavy equipment for demolition or certain other tasks; and during abrasive blasting and tunneling operations.

11.4 Confined Space Entry (Including Enclosed Space Entry)

- 11.4.1. The Contractor shall consider all confined spaces as “permit required” confined spaces until the Contractor conducts a written hazard assessment that documents otherwise.
- 11.4.2. The Contractor shall assess hazards specific to the entry, develop hazard control measures, and provide for emergency rescue of workers.

- 11.4.2.1. Non-entry rescue methods are required. If this cannot be achieved, qualified entry rescue personnel shall be available on site for the duration of the entry.
- 11.4.3. The Contractor shall have a documented entry plan or an equivalent permit approval. Only workers trained in Confined Space entry, monitoring, and rescue procedures, and qualified to work near the hazards in the space, where applicable, shall conduct confined space entries.
- 11.4.4. While working at Avangrid sites, Contractors shall coordinate all entries into confined spaces (whether permit-required confined spaces, non-permit confined spaces, or enclosed spaces) with the Avangrid Representative and/or other designated Avangrid Representative and/or the local facilities/building supervisor, and other applicable work groups to ensure each other's activities will not affect the safety or health of any person.
- 11.4.5. Tools brought into an environment that have a potential to contain an explosive environment shall be intrinsically safe.

11.5 Cranes, Hoisting and Rigging

- 11.5.1. General Requirements
 - 11.5.1.1. Contractors shall certify that all operators of mobile equipment such as cranes, derricks, boom lifts, etc., have been trained and certified on the specific equipment they use and meet all federal, state, and local requirements.
 - 11.5.1.2. Non-operators, such as signal persons, shall also be trained and certified.
 - 11.5.1.3. Copies of the training and certification shall be maintained on the project by the Contractor and provided to the Avangrid Representative upon request.
 - 11.5.1.4. The Contractor shall not move loads suspended from mobile equipment without the load being secured to prevent swinging. Tag lines shall be used on all loads except when there is a danger of the equipment, load, or tag line contacting energized parts. If the tag lines have the potential to contact energized parts, the line shall be dielectrically rated and tested before use.
 - 11.5.1.5. The swing load radius shall always be kept clear when moving suspended loads.
 - 11.5.1.6. Lifting devices and hardware (slings, chain, shackles, etc.) shall be rated, inspected and properly connected for the application. Load charts shall be available, and no load may be lifted until its weight has been determined.
 - 11.5.1.7. Rigging that is found to be defective or unserviceable must be destroyed and disposed of. Defective slings shall have both ends cut off. Loops shall be cut into at least three pieces. Hardware for disposal shall be painted a common, distinguishing color to prevent re-use before disposal. Chains shall have tags removed.
 - 11.5.1.8. At a minimum, the following hoisting operations shall have a Critical Lift Plan developed by the Contractor and submitted to Owner for review:
 - 11.5.1.8.1. Picks equal to or greater than 75% capacity of the crane, at a defined radius, as shown on applicable crane manufacturer's load capacity charts for the configuration to be used.
 - 11.5.1.8.2. When two cranes are used for a common load.
 - 11.5.1.8.3. Loads that will require suspension directly above rigging personnel.

11.5.1.8.4. Lifts that result in loads leaving direct view of the crane operator.

11.5.1.8.5. Personnel lifting

11.5.1.8.5.1. Lifts of personnel with a crane shall be a last resort and used only if there is no other feasible and reasonable means available. All personnel/man baskets must have the proper certifications on Site and be in excellent condition. A permit must be issued by the Contractor that is in full compliance with OSHA regulations. Avangrid Representative or designee, Avangrid Safety Representative or designee, and Contractor Representative must approve any use of a man basket prior to use.

11.5.1.9. All other crane operations shall have a documented lift plan.

11.6 Electrical Safety

11.6.1. Non-Reclosing Criteria and Live-Line Maintenance and Construction

11.6.1.1. The appropriate interrupting devices (breakers, reclosers, circuit switches, etc.) will be placed on NON-RECLOSING in accordance with Avangrid Switching and Tagging procedures.

11.6.2. Tagging Out Lines or Apparatus

11.6.2.1. The Avangrid Representative or other Designated Representative shall coordinate all switching and tagging in accordance with the most current Avangrid Switching and Tagging procedures.

11.6.3. Grounding

11.6.3.1. To work lines or equipment as deenergized, the lines or equipment shall be deenergized, tested for potential, tagged, and grounded according to current OSHA regulations.

11.6.3.2. When Avangrid switches out lines or apparatus, any grounds that may be installed shall only be considered a visual reference and shall not be considered a means to protect the Contractor's employees.

11.6.3.3. The Contractor is responsible to install their personal grounds, in accordance with all OSHA, federal, state, and local safety procedures.

11.6.3.4. In accordance with "Host Employer" requirements of 1910.269, Avangrid will provide guidance on the minimum size of the grounds to be used based on circuit available fault current.

11.6.4. Grounding Mobile Equipment

11.6.4.1. When mobile equipment requires grounding, it shall be solidly grounded by means of appropriate sized copper cable.

11.6.4.2. The cable shall be fastened to a securely attached clean metallic portion of the equipment or shall be fastened to a grounding stud provided for the purpose at one end and an adequate ground at the other end.

11.6.5. Minimum Approach Distance

11.6.5.1. For Qualified Electrical Workers, follow the MAD tables in OSHA 1910.269.

11.6.5.2. For non-Qualified Electrical Workers, the OSHA clearances are 10 feet and up, depending on voltage.

11.6.6. Appointment of a Safety Observer

- 11.6.6.1. If work is being performed where there is a potential for persons or equipment to contact energized equipment, a Safety Observer (spotter) shall be appointed by the Contractor to aid in protecting employees and others from hazards. The Safety Observer shall be a "Qualified Electrical Worker" with the training and experience specified in OSHA regulations, specifically the "Electric Power Generation, Transmission and Distribution Standard" OSHA 1910.269.
- 11.6.6.2. At a minimum, a Safety Observer shall be used:
 - 11.6.6.2.1. While positioning trucks, cranes or other equipment and where precise placement is required to avoid contact with or damage to existing equipment or circuits.
 - 11.6.6.2.2. While moving loads overhead that may come within OSHA Minimum Approach Distance clearance requirements.
 - 11.6.6.2.3. At other times where assistance is needed to help direct specific tasks for the protection of personnel or property.
- 11.6.6.3. The Safety Observer shall:
 - 11.6.6.3.1. Assume ownership of the task,
 - 11.6.6.3.2. Have no other responsibilities for the duration of the task, and
 - 11.6.6.3.3. Have direct authority over the immediate activity until the affected activity has been completed.

11.7 Elevated Work, Fall Protection, and Fall Prevention

- 11.7.1. One hundred percent fall protection meeting the ANSI standard shall be provided for all workers exposed to fall hazards:
 - 11.7.1.1. Four (4) feet or greater for work covered under the OSHA General Industry Standard.
 - 11.7.1.2. Six (6) feet or greater for work covered under the OSHA Construction Standard.
- 11.7.2. If the requirements of step 11.7.1 are not feasible or create a greater hazard, the Contractor's Competent Person shall document why 100% fall protection or restraint is not being used and shall also describe the methods that are being implemented to achieve as close to 100% fall protection or restraint as possible. Exceptions to 100% fall protection shall be approved by the Avangrid Representative, or other Competent Person representing Avangrid.
- 11.7.3. Fall protection PPE must be sized for the individual and worn correctly. Special attention shall be made to comply with maximum load limits for harnesses and lanyards - taking account of the worker's weight, the weight of the harness, and the weight of clothing and other worn gear.
- 11.7.4. All aerial lift or scissor lift operations shall require 100% tie off to an engineered anchor point.
- 11.7.5. Elevated work wind restrictions for bucket trucks, aerial lifts, cranes and similar equipment shall be based upon the equipment manufacturer's recommendations or limits calculated by an engineer based upon available data, where applicable.
- 11.7.6. If working around electricity or gas, fall protection equipment shall be FR Rated to the applicable hazard.
- 11.7.7. Drop Zones

- 11.7.7.1. Tools, equipment, and materials shall be secured from becoming a drop hazard. If such a hazard cannot be completely abated; the impact zone shall be secured from entry of personnel and equipment.

11.8 Excavation and Trenching Safety

- 11.8.1. No excavation shall take place without prior approval by the Avangrid Representative, or other designated Owner Representative, verification of underground utilities and other structures, and soil erosion countermeasures (where applicable).
- 11.8.2. The Contractor shall designate a Competent Person to oversee all trenching and excavation work. The names and qualifications of designated Competent Persons shall be available if requested by the Avangrid Representative.
- 11.8.3. The Contractor shall contact the appropriate "Call Before You Dig" or "Dig Safe" agency the requisite number of days (typically two to three business days) prior to the planned start of any excavation. An active "Call Before You Dig" or "Dig Safe" clearance is required before any mechanical excavation work can begin. Contractor shall have the respective confirmation number at the job location.
- 11.8.4. In New York, any Contractor Employee(s) involved in excavating must have completed the Certified Excavator Program through Dig Safely New York, Inc. and have a current certification. In other states, any Contractor Employee(s) involved in excavating must have training from their respective 811 representatives.
- 11.8.5. The Contractor shall assume soil is Type C, as defined by OSHA, unless they can prove otherwise with appropriate engineering tests.
- 11.8.5.1. Type C soil cannot be benched and requires a 1.5 horizontal to 1 vertical ratio (34 degrees) slope.
- 11.8.6. Each employee in an excavation greater than five (5) feet (or less if the situation warrants) shall be protected from cave-ins by an adequate protective system, such as sloping, benching, or shoring system.
- 11.8.6.1. Supporting systems, (e.g., piling, cribbing, shoring, trench box) shall be designed by a qualified person, meet accepted engineering requirements and be in good serviceable condition. Engineering documentation (Tabulated data) of appropriate ratings shall be available on-site.
- 11.8.7. Exclusion areas must be established and maintained to prevent unauthorized approach of personnel.
- 11.8.8. All unattended trenches and excavations where an employee may be exposed to a fall hazard shall be guarded to prevent inadvertent falls.
- 11.8.9. Where oxygen deficiency (atmospheres containing less than 19.5 percent oxygen) or a hazardous atmosphere exists or could reasonably be expected to exist, such as in excavations in landfill areas or excavations in areas where hazardous substances are stored nearby, the atmospheres in the excavation shall be tested before employees enter excavations greater than 4 feet in depth. [1926.651(g)(1)(i)]
- 11.8.10. A stairway, ladder, ramp or other safe means of egress shall be in trench excavations that are four (4) feet or more in depth so as to require no more than 25 feet of lateral travel for personnel to exit. [1926.651(c)(2)]

- 11.8.11. Employees shall not work in excavations in which there is accumulated water, or in excavations in which water is accumulating, unless adequate precautions have been taken to protect employees against the hazards posed by water accumulation. The precautions necessary to protect employees vary with each situation but could include special support or shield systems to protect from cave-ins, water removal to control the level of accumulating water, or use of a safety harness and lifeline. [1926.651(h)(1)]
- 11.8.12. Employees shall be protected from excavated or other materials or equipment that could pose a hazard by falling or rolling into excavations. Protection shall be provided by placing and keeping such materials or equipment at least two (2) feet from the edge of excavations. [1926.651(j)(2)]

11.9 Forestry and Vegetation Management

- 11.9.1. Prior to beginning any tree care operation, a Qualified Arborist for the Forestry Contractor shall survey the worksite and identify the types of trees involved and possible hazards related to tree structure. When indicators of decay, weakly attached branches, or dead bark are seen, the Qualified Arborist shall determine if the tree can withstand the forces to be applied during the work.
 - 11.9.1.1. If there is question as to the condition of the tree, relative to the task to be performed, work shall not commence until a formal Hazard Tree assessment can be performed and documented.
- 11.9.2. Forestry Contractors must establish a visual or audible communication system between overhead workers, either in a tree or from an aerial device, and workers on the ground. The system must effectively communicate when employees who are beneath overhead tree workers should stand clear of the drop zone, and when it is safe to approach a drop zone.
- 11.9.3. Forestry Contractors must take the following steps to protect workers from falling object hazards:
 - 11.9.3.1. Establish and mark drop zones where there is a hazard of objects falling;
 - 11.9.3.2. Ensure that all workers receive training on procedures for entering the drop zone;
 - 11.9.3.3. Ensure that ground workers maintain a distance away from the tree-felling operations that is at least two times the height of the tree; and
 - 11.9.3.4. When using a rope to fell a tree, workers must be at a distance of at least one-and-a-half times the height of the tree being felled.
- 11.9.4. Flame Resistant Clothing is not required per the OSHA applicable Forestry standard. Forestry Contractors must instead wear natural fiber clothing when working within 10 feet of energized equipment.
- 11.9.5. Forestry Contractors must wear a properly adjusted full-body harness connected to an appropriate lanyard when working from an aerial lift. The lanyard must connect to a rated attachment anchored to either the boom or bucket mounting hardware. Attachment points anchored through only the fiberglass portion of the bucket are not acceptable.
- 11.9.6. Brush and logs shall be placed in such a way that does not create hazards in the worksite.

11.9.7. As practicable, plan each cut so that the branch(es) will fall safely within the expected drop zone, or be lowered safely to the ground using utility ropes, to minimize cut branches left in the tree(s). Where hangers cannot be avoided, the ground worker shall don adequate PPE to protect from the falling object hazard when removing them.

11.9.8. Portable Power Hand Tools

- 11.9.8.1. Forestry Contractors must wear chaps while operating a chainsaw or when assisting and/or working in proximity to a chainsaw that is being operated.
- 11.9.8.2. Chain saws shall not be operated unless the manufacturers' safety devices are in proper working order. Chain Saw safety devices shall not be removed or modified.
- 11.9.8.3. Saws shall not be left unattended with the engine running. The chain brake shall be engaged or the engine shut off before setting a chain saw down.
- 11.9.8.4. Drop-starting a chain saw is prohibited. A chain saw shall be started with the chain brake engaged and the operator holding the saw firmly in a manner that minimizes movement of the saw when pulling the starter handle.
- 11.9.8.5. One handed operation of a chain saw is prohibited. A chain saw shall be operated with two hands at all times, one hand on each handle with thumbs wrapped around the handles.
- 11.9.8.6. When a chain saw is being carried more than two steps, the chain brake shall be engaged or the engine shut off. The chain saw shall be carried in a manner that will prevent operator contact with the cutting chain and the muffler.
- 11.9.8.7. Forestry Contractors will be required to utilize fiberglass sticks and stick saws for work around energized equipment, and to test/document their integrity annually. Test results and expirations shall be available on each vehicle as needed.

11.10 Gas Systems

- 11.10.1. Atmospheres shall be tested with a properly calibrated Combustion Gas Indicator (CGI) or Gas Measurement Instrument (GMI) in accordance with Avangrid requirements.
- 11.10.2. At a minimum, an approved and properly inspected ABC type fire extinguisher shall be at the worksite and readily available during all routine and live gas operations as conditions warrant.

11.11 GFCI

- 11.11.1. All electrical tools, lights and extension cords used outside or in damp locations must be insulated, isolated, or GFCI protected, and, in all instances, must conform to 29 CFR 1926.404.

11.12 Guarding of Holes and Openings

- 11.12.1. The Contractor shall guard or place appropriate barricades around temporary openings in floors, walls, excavations, etc., to prevent inadvertent entry.
- 11.12.2. Covers over excavations or floor holes shall be of sufficient strength, conspicuously marked to indicate the hazard and the danger of removal, and secured to prevent inadvertent movement or removal whenever feasible. Covers shall be able to take two (2) times the intended weight.

11.13 Hot Work

- 11.13.1. Hot work conducted by Contractors within any Avangrid Facility requires:
 - 11.13.1.1. Oversight and approval by an Avangrid Representative or other designated Owner Representative.
 - 11.13.1.2. Completion of a hot work permit and review of the permit with the crew. At a minimum, the conditions of the permit must include:
 - 11.13.1.2.1. Evaluation of the health hazards of the hot work, potential confined space, or area (atmospheric issues, oxygen deficiency, coatings, etc.).
 - 11.13.1.2.2. Atmospheric testing instrument requirements shall be designated for evaluation of the environment, if appropriate.
 - 11.13.1.2.3. Provision and placement of fire extinguishers.
 - 11.13.1.2.4. Provision of a fire watch is mandatory for all hot work activities. This includes all spark producing tools where there is a potential to start a fire.
 - 11.13.1.2.4.1. The fire watch shall remain at the location a minimum of 60 minutes after the last flame or ember is extinguished, before the removal of the fire extinguishers, blankets, or other related materials from the work area.
 - 11.13.1.2.5. Location of all personnel and designation of emergency egress routes in the event of a fire. No personnel shall be allowed to work behind or above hot work where emergency egress routes down tower could be blocked, or where fumes from the hot-work or smoke and other byproducts from the fire could affect workers.
 - 11.13.1.2.6. Removal or covering combustible material in the immediate vicinity.
 - 11.13.1.3. Implementation of the controls prescribed by the permit.
- 11.13.2. Hot work conducted by Contractors in the field or in Field Installations on behalf of Avangrid must comply with applicable OSHA and NFPA standards and the Contractor's written hot work program.
- 11.13.3. A general hot work permit may be issued in a designated area for a recurring task (rebar preparation, welding and maintenance areas, vehicle service, etc.). These areas shall be durably barricaded and identified as hot work zones. The area shall be inspected daily, as required by the permit.
- 11.13.4. The use of a cigarette lighter and smoking is considered hot work.

11.14 Housekeeping

- 11.14.1. Contractors shall keep the job site neat, clean, and free of debris, trash, and hazards.
- 11.14.2. Contractors shall store all materials in a neat and orderly fashion. Trash/debris shall be managed when generated so as not to present a tripping/walking hazard.
- 11.14.3. Contractors shall routinely patrol the work site to ensure it is properly maintained. At a minimum, this must be performed at the end of each shift.

11.15 Ladders

- 11.15.1. Only ladders constructed of fiberglass may be used in and around electrical equipment, including during any work at Avangrid substations.

- 11.15.2. Ladders must always be properly positioned on a stable base. All straight and extension ladders must be tied off at the top and bottom, or footed by another person. Step ladders may only be used in the fully open position with the spreader brackets locked in place.
- 11.15.3. All use of ladders must be in accordance with manufacturer's instructions, and no person may stand or sit on the steps or platforms on which standing or sitting is prohibited.
- 11.15.4. Ladders must be inspected before every use. Ladders that are damaged or defective shall be immediately taken out of service.
- 11.15.5. Ladders placed in any location where they can be displaced by workplace activities or traffic, such as in passageways, doorways, or driveways, shall be secured to prevent accidental displacement, or a barricade shall be used to keep the activities or traffic away from the ladder.

11.16 Lockout/Tagout

- 11.16.1. Work performed at Avangrid facilities or Field Installations may require the use of a lockout/tagout system. Contractors must coordinate what lockout/tagout system will be used with an authorized Avangrid Representative or other Designated Representative prior to commencing any work that would require such a system. All lockout/tagout must conform to 29 CFR 1910.147, 29 CFR 1926.417 and Avangrid specific protocols.

11.17 Nail Guns and Powder-Actuated Tools

- 11.17.1. Powder-actuated tools must be tested each day before loading to confirm that safety devices are in proper working condition. The method of testing shall be in accordance with the manufacturer's recommended procedure.
- 11.17.2. Nail guns and powder-actuated tools shall be used in a manner to ensure the projected fastener cannot miss or penetrate the intended surface and strike an unintended person or object including, but not limited to, the fastener becoming an airborne projectile.
- 11.17.3. Required precautions include, but are not limited to:
 - 11.17.3.1. Directing the line of fire away from other persons, including passersby.
 - 11.17.3.2. Preventing access to the opposite sides of nailing surfaces (e.g., walls).
 - 11.17.3.3. Preventing access closer than 20 feet to activities involving powder-activated tools.

11.18 Personal Protective Equipment (PPE)

- 11.18.1. Minimum General Requirements
 - 11.18.1.1. Work pants and shirt that are appropriate for the hazards,
 - 11.18.1.2. Safety glasses with side shields meeting the ANSI Z87 standard,
 - 11.18.1.3. Hard hat meeting ANSI Z89.1 standard,
 - 11.18.1.4. EH rated safety footwear meeting ASTM F2413-05 (M I/75/C75/Mt75) shall be worn for all electrical overhead, underground and substation work over 50 volts, or in areas of expected downed wires (based on OSHA 1910.136). Safety

footwear with a protective toe must be worn whenever working in areas where there is a danger of foot injuries due to falling and rolling objects or objects piercing the sole. Anti-slip footwear shall be worn during winter (icing) conditions,

- 11.18.1.5. Protective gloves or other hand protection when exposed to hazards that may cause cuts or lacerations, abrasions, punctures, chemical burns, thermal burns or that may be absorbed through the skin,
- 11.18.1.6. All workers exposed to either traffic (vehicles using the highway for purposes of travel) or work vehicles and construction equipment within the work zone shall wear high-visibility safety apparel that meets the ANSI Performance Class appropriate for the work conditions. A person designated by the Contractor as responsible for worker safety shall make the selection of the appropriate class of garment.
- 11.18.1.7. Contractors shall comply with any additional Avangrid location or work task specific requirements that have been communicated.
- 11.18.2. Flame Resistant Clothing (FR)
 - 11.18.2.1. FR clothing (which includes arc-resistant rain gear) shall be worn:
 - 11.18.2.1.1. When personnel are working on energized (or potentially energized) equipment or lines.
 - 11.18.2.1.2. When distance and position expose the worker to electric arc or flame hazards.
 - 11.18.2.1.3. During live gas work, and/or when entering the work zone where an applicable hazard is present.
 - 11.18.2.1.4. When entering and working in energized substations or switchyard facilities (long sleeves required).
 - 11.18.2.1.5. When work requires the use of rubber protective equipment or the use of insulated live line tools.
 - 11.18.2.1.6. When working at or entering LNG Plants.
 - 11.18.2.2. All FR clothing shall:
 - 11.18.2.2.1. Be a minimum arc rating of 8 cal/cm² (Cat 2) for all garments. This number increases depending on arc flash exposure.
 - 11.18.2.2.2. Meet ASTM F1506 or ASTM F1959 and OSHA 1910.269 for electrical work.
 - 11.18.2.2.3. Meet NFPA 2112 and 2113 for affected natural gas work activities.
 - 11.18.2.2.4. Be worn as the outermost layer of clothing.
 - 11.18.2.2.5. Be worn when workers measure voltages, test, or ground electrical equipment or lines.
 - 11.18.2.2.6. Be worn when work requires the use of rubber protective equipment or the use of insulated live line tools.
 - 11.18.2.2.7. Be worn when workers control/operate electrical equipment over 50 volts at the device location or are within 10 feet of equipment which is being physically operated by another worker.
 - 11.18.2.2.8. Be worn where a hazard identification sign is posted.
- 11.18.3. Rubber Gloves and Sleeves

- 11.18.3.1. Rubber glove use is required for work on all electrical apparatus at 50 volts or greater.
- 11.18.3.2. Rubber sleeves shall be worn where work is conducted within the Minimum Approach Distance of primary electrical apparatus that is not de-energized, tested and grounded.
- 11.18.3.3. Rubber gloves and sleeves shall be donned before the worker leaves the ground and shall be worn until the worker returns to the ground (commonly referred to as "ground to ground" or "cradle to cradle") and be rated for the voltage being worked.
- 11.18.3.4. Class 2 rubber gloves are required when digging or probing within two feet of known electrical conductors, and when the location of energized conductors is unknown.
- 11.18.3.5. For voltages 15 kV and above, workers may use specialized equipment or work practices if these workers have been appropriately trained and qualified. Avangrid may request a letter of assurance from the Contractor to document this method.
- 11.18.3.6. Rubber gloves are not required:
 - 11.18.3.6.1. When working in a properly established equipotential zone.
 - 11.18.3.6.2. When the operator remains at the same potential as the equipment by being off the ground and on the equipment.
 - 11.18.3.6.3. When a Qualified Worker performs transmission "hot stick" work on lines 69 kV or greater and no other energized wires are on the pole or structure below the worker.
 - 11.18.3.6.4. When work is performed on transmission structures carrying only energized conductors (115kV and above) and the Live Line Techniques are not being employed. While performing these activities, the worker shall utilize conductive clothing such as conductive gloves, conductive boots, leg straps and/or any other applicable conductive clothing.
 - 11.18.3.6.5. When climbing a steel structure to perform structural reinforcements, and while maintaining Minimum Approach Distance from energized conductors or apparatus.
 - 11.18.3.6.6. When climbing a steel structure to access an area that has been properly grounded.
 - 11.18.3.6.7. Any other rubber glove exception requires a written request from the Contractor and approval by the local Avangrid Operations Manager.

11.19 Personnel Site Rules

- 11.19.1. Contractor shall ensure that all personnel comply with the following Site rules. Failure to comply may result in disciplinary action including removal and barring from the Site of the violating individuals. These rules are established to maintain a safe, healthy work environment. Owner may, at its discretion, amend these rules from time to time.
 - 11.19.1.1. Fighting and/or horseplay or other inappropriate activities are not allowed and will result in immediate removal from the Site.

- 11.19.1.2. Discrimination, harassment, or intimidation of any kind will not be tolerated.
- 11.19.1.3. All employees shall comply with all posted signs, barricades, and barriers.
- 11.19.1.4. All drivers will comply with speed limits, traffic controls, and directions given for traffic and Site control.
- 11.19.1.5. Employees shall not deface, damage, paint or apply graffiti to any facilities or equipment.
- 11.19.1.6. All materials belong to the Owner. Unauthorized removal is considered theft.
- 11.19.1.7. Possession or use of weapons including knives, firearms, ammunition, fireworks, explosives or explosive devices is prohibited and will result in removal from the Site.
 - 11.19.1.7.1. Knives specifically designed for work activities are exempt.
 - 11.19.1.7.2. Uniformed police personnel may carry firearms to the extent permitted by law.
- 11.19.1.8. No animals (pets) are allowed on site.

11.20 Scaffolding

- 11.20.1. The Contractor shall designate a Competent Person to oversee scaffolding work. The person's qualifications and contact information shall be made available to the Avangrid Representative, if requested.
- 11.20.2. One hundred percent fall protection or restraint shall always be used during erection, maintenance, and dismantling of the scaffold whenever the fall hazard is six (6) feet or greater.
 - 11.20.2.1. If 100% fall protection isn't feasible or it creates a greater hazard, the Competent Person shall possess documentation that clearly describes why that is and the methods that are being implemented to achieve as close to 100% fall protection or restraint as possible.
- 11.20.3. Scaffold components shall not be used for fall protection or restraint anchorage unless the Contractor similarly possesses documentation by a scaffolding "Qualified Person" as defined by OSHA 1926.450 validating the suitability of the components for such use. All documentation must be readily available for review by the Avangrid Representative.
- 11.20.4. From the time scaffold erection begins until the scaffolding is completely dismantled, the Competent Person shall inspect all scaffolding and associated components at least once each work shift prior to its use and shall affix signs, tags, or equivalent means that communicate whether the scaffolding is or is not safe to use. Transfer of responsibility from one Competent Person to another is acceptable provided the contact information and qualifications for the new Competent Person are available, as requested, to the Avangrid Representative.

11.21 Signs, Signals and Barricades

- 11.21.1. Work areas with restricted entry, whether indoors or outdoors, shall be clearly marked and delineated. Unless otherwise permitted, such marking shall consist of conspicuous rope or tape barrier with appropriate DANGER, CAUTION, or other appropriate signs that:

- 11.21.1.1. Note the nature of the hazard
- 11.21.1.2. Provide guidance to the reader
- 11.21.2. When the signs or barriers are not available or their use is not practicable, such as for a momentary hazard exposure, the Contractor shall post employees to prevent others from being exposed to the hazard(s).
- 11.21.3. Contractors are responsible for checking and maintaining all signs, signals and barricades throughout the period of need, and for removing or covering the same when the period of need no longer exists.

11.22 Site Office Trailers

- 11.22.1. All site office trailers shall be level, located on stable ground, and placed in a location that does not interfere with site activities.
- 11.22.2. Office trailers shall be secured to the ground to prevent rollover during high winds.
- 11.22.3. Access and egress shall be by means of OSHA approved steps and or platforms.
- 11.22.4. All office trailers shall be equipped with fire extinguishers properly mounted on a wall near the door.

11.23 Smoking

- 11.23.1. Smoking is strictly prohibited at all Avangrid facilities and work Sites.
- 11.23.2. Smoking is only allowed in designated project areas, where applicable.
- 11.23.3. No smoking materials may contact the ground.

11.24 Substations

- 11.24.1. Notification of Control Authority When Entering a Substation
 - 11.24.1.1. Before a Contractor enters and immediately after a Contractor exits an Avangrid substation, the Contractor must notify the Energy Control Center (ECC).
 - 11.24.1.2. While work is being conducted, gates shall be monitored at all times, or closed and locked, to prevent unauthorized entry.
 - 11.24.1.3. Unescorted entry into substations can only be provided to Contractors who provide assurance that their employees and Subcontractors are Qualified Electrical Workers as specified in OSHA 1910.269.
- 11.24.2. Herbicide Application
 - 11.24.2.1. Substation vegetation spraying shall be conducted unescorted only by Contractor employees who have been designated as Qualified Electrical Workers, where applicable.
 - 11.24.2.2. Avangrid Substations and Production management shall require a schedule of the spraying in their areas. Once spraying begins, the Contractor must contact the Avangrid Representative daily to inform them of progress or changes to the schedule.
 - 11.24.2.3. The Contractor must post all stations with dated signs indicating when the station was sprayed. These signs shall not inhibit access to the station.
 - 11.24.2.4. The Contractor shall take care to prevent stored materials or equipment from being covered with "overspray". Overspray represents a substantial safety hazard and is not allowed.

- 11.24.2.5. No person shall spray regulated herbicides when the wind velocity exceeds 10 miles per hour or as specified on the product label, if the label is more restrictive.

11.25 Temporary Facilities and Equipment

- 11.25.1. Contractor shall provide adequate and readily accessible sanitary facilities as required per OSHA and all applicable state and local codes and regulations.
- 11.25.2. Temporary Power and Lighting
 - 11.25.2.1. Contractor's temporary construction power installation shall be subject to Owner's Construction Site Manager's approval and shall comply with applicable law and building codes. Unauthorized or unsafe installations shall be promptly removed or corrected. All temporary power shall be grounded in accordance with codes or safe work practices.
 - 11.25.2.2. All generators, light plants and welders must be grounded. All cords shall be connected through a ground-fault circuit interrupter (GFCI) outlet.
 - 11.25.2.3. Generators and light plants must be positioned to avoid exhaust fumes from entering any enclosed workspace or facility.
 - 11.25.2.4. When a generator can charge a transformer, capacitor, or battery; LOTO and a verified discharge and zero energy check must be performed before working on the circuit.
 - 11.25.2.5. Generators may be hard wired only by designated, qualified, and trained personnel.
 - 11.25.2.6. All power cords shall be inspected prior to each use and shall follow all federal, state and local codes and regulations.
- 11.25.3. Petroleum and/or Other Oil Storage
 - 11.25.3.1. Storage and dispensing of liquid fuels, lubricants and oils shall comply with applicable laws, including NFPA, OSHA, EPA, SPCC, and other applicable regulations. Specifically, all flammable liquid tanks must have secondary containment, be properly vented for the liquid, be covered to prevent rain & snow from entering containment, have auto-shutoff dispensing nozzles without hands-free latches, be protected from damage, have spill containment, and have at least two fire extinguishers on labeled posts nearby. All mobile and stationary fuel tanks shall be labeled with all local, state, and federal requirements.
 - 11.25.3.2. On-site storage of liquid fuels, lubricants and oils is discouraged. However, if such storage is used Contractor shall be responsible for installation, maintenance, and remediation of storage facilities. Containment dikes, fire protection and spill prevention equipment shall be placed in accordance with site specific SPCC permit requirements. Provisions must be made for the receipt, storage, processing, and use of turbine lubricant, pendulum, and other oils and greases. Flammable liquids must be stored in accordance with NFPA standards.

- 11.25.3.3. Waste oils and other waste liquids must be segregated from new oils and liquids. Additional requirements for waste materials are in other sections of this document.

11.26 Tools and Equipment

- 11.26.1. Contractors shall be responsible for providing the tools and equipment appropriate for the work performed. Avangrid will not provide or lend tools or equipment to any Contractors.
- 11.26.2. All tools and equipment used at the Work shall be maintained in a safe and operable condition and must always be used as designed and in accordance with the manufacturer's instructions.
- 11.26.3. Under no circumstances may any tools or equipment be used that have had any safety guards or other devices removed, defeated, or compromised in any way.
- 11.26.4. Metal tape measures shall not be used near energized equipment or inside substations at any time.

11.27 Utility Poles and Structures

- 11.27.1. Pole/Structure Inspection
- 11.27.1.1. The Contractor shall ascertain the structural integrity of the pole or other structure prior to installation, removal or repair of equipment on the structure.
- 11.27.1.2. Contractors shall not climb poles that are found to be defective.
- 11.27.1.3. If a pole/structure is found to be defective, it shall be reported to the Avangrid Representative who shall provide the information to local Area Work Center management.
- 11.27.2. Treated Wood Poles
- 11.27.2.1. Acceptance - All treated wood poles delivered to an Avangrid controlled Site or facility shall be:
- 11.27.2.1.1. Inspected at the time of delivery by the designated Avangrid or Department Representative
- 11.27.2.1.2. Delivered free of residual materials on the outer surface (no shiny, wet, varnished appearance, or dripping from the pole)
- 11.27.2.1.3. Free of bleeding, dry in the checks and voids and in overall dry condition
- 11.27.2.1.4. Clean, free from dirt or debris
- 11.27.2.1.5. Free from excessive sweating
- 11.27.2.1.6. Wood poles that don't meet 11.26.2.1.1 through 11.26.2.1.5 are unacceptable. Unacceptable wood poles must not remain on site and shall be returned to the vendor at time of delivery.
- 11.27.2.2. Considerations for Pole Setting – Studies have shown migration of wood treatment chemical away from poles is possible and is limited to short distances under most conditions. Considerations:
- 11.27.2.2.1. Poles must be clean, dry and in a non-bleeding condition to be acceptable for installation

11.27.2.2.2. Conditions that may pose a risk for wood treatment chemical to migrate away from a pole include:

11.27.2.2.2.1. Poles set below the groundwater table

11.27.2.2.2.2. Poles set close to and uphill from a water supply well

11.27.2.2.2.3. Poles set near shallow wells (e.g.: dug well, drive point well, spring)

11.27.2.2.3. As part of the planning for setting a new or replacement pole consult engineering specifications, in addition, check for:

11.27.2.2.3.1. Public water in the area (hydrants along the road)

11.27.2.2.3.2. Greater than 75 feet from a drilled private well

11.27.2.2.3.3. Pole is downhill, greater than 30 feet from a private well

11.27.2.2.4. If conditions above cannot be met, consider installing an untreated pole.

11.27.3. Pole Storage

11.27.3.1. Poles shall be stored to secure them from the possibility of rolling using methods not easily defeated by the public. Temporary pole storage methods shall be included in the EHASP and Job Briefs, so all employees are aware of pole storage requirements and the need for continuous safety auditing to ensure the hazards of rolling poles are being addressed and the established specifications for temporary pole storage are followed.

11.28 Vehicle Safety and the Federal Motor Carrier Safety Regulations

11.28.1. Commercial vehicles shall be maintained in compliance with the Federal Motor Carrier Safety Regulations (FMCSR).

11.28.2. All vehicular equipment provided and used by Contractors shall be fully equipped and must comply with all applicable state and federal laws and regulations as well as applicable safety standards, including, to the extent applicable, ANSI 92.2 2015, requiring dielectric testing of vehicles with insulated vehicle-mounted elevating and rotating aerial devices.

11.28.3. In addition:

11.28.3.1. Vehicles shall be parked or positioned to avoid backing whenever practical. Vehicles shall be backed into parking spaces upon arrival to pull forward out of the spot when leaving. If more than one employee is in/near a vehicle, one employee shall be positioned outside the vehicle to aid the driver when backing is necessary.

11.28.3.2. Before moving a parked vehicle, the operator shall conduct a circle safety check to identify persons or objects in the path of travel.

11.28.3.3. Vehicles equipped with wheel chocks shall be chocked while parked.

11.28.3.4. Vehicles, including load, shall never exceed the registered gross vehicle weight.

11.28.3.5. Objects shall not extend beyond the sides. Exceptions may be allowed with special permits.

11.28.3.6. Any materials, such as coils of wire, scrap bags, tools, or tool buckets shall not be hung from the rear of vehicles if they create a tripping hazard or obscure lights, reflectors, or the vehicle's license plate.

11.28.3.7. Loose material shall be secured from falling onto the roadway.

11.29 Work Over Water

- 11.29.1. Contractor must provide its employees with a U.S. Coast Guard-approved life jacket or buoyant work vest whenever employees are working in areas where there is the potential for falling into a river, lake, forebay, headwater or where the danger of drowning exists. Such jackets or vests must be worn at all times and fastened properly to ensure adequate protection.

11.30 Work Zone Protection and Traffic Control

- 11.30.1. For work activity on a street, highway, or bicycle trail open to public travel, the Contractor and any Subcontractors shall comply with all applicable parts of the current U.S. Department of Transportation's Manual on Uniform Traffic Control Devices (MUTCD) and any additional state-required work zone rules beyond the MUTCD. For the purpose of MUTCD applicability, the phrase "open to public travel" includes toll roads and roads within shopping centers, parking lots, airports, sports arenas, and other similar business and recreation facilities that are privately owned but where the public is allowed to travel without access restrictions.
- 11.30.2. If working in areas covered by state permits issued to Avangrid, Contractors are required to comply with the provisions (work practices and notifications) of the permit language.
- 11.30.3. For work activity in parking areas, driving aisles within parking areas, and private highway-rail grade crossings that are not covered by MUTCD, but where workers are exposed to vehicle traffic, Contractors shall follow the principles of MUTCD Part 6 Temporary Traffic Control (TTC) Sections 6A.01 to 6A.03, conduct a hazard assessment of the work Site, and implement adequate traffic control measures (e.g. visible signage, physical barricades, spotter, etc.) for the Site conditions. These controls shall be documented on the Job Brief.
- 11.30.4. Contractor shall ensure sufficient MUTCD compliant traffic control devices and/or other means of traffic control, appropriate for the Site, are available to their employees.
- 11.30.5. Placement of all traffic control devices should be within the road user's view so that adequate visibility is provided. To aid in conveying the proper meaning, the traffic control device should be appropriately positioned with respect to the location, object, or situation to which it applies. The location and legibility of the traffic control device should be such that a road user has adequate time to make the proper response in both day and night conditions.

12. ENVIRONMENTAL COMPLIANCE

Avangrid complies with all regulations, statutes, permit obligations and policy requirements applicable to its existing and planned facilities.

12.1 Air Permitting

- 12.1.1. Permitting

- 12.1.1.1. Prior to starting any work activities that may potentially result in new or modified air emissions, the Contractor shall obtain and comply with Site permits.
- 12.1.1.2. Generally, the following activities need to be considered:
 - 12.1.1.2.1. New/modified stationary combustion sources (e.g., emergency generators, engines, boilers, turbines, etc.)
 - 12.1.1.2.2. New/modified material handling equipment (e.g., storage silos, tanks, transfer points, conveyors, etc.)
 - 12.1.1.2.3. New/modified sources of fugitive dust (e.g., storage piles, haul roads, material drop points, etc.)
 - 12.1.1.2.4. New/modified process with the potential to emit any pollutant to the atmosphere
- 12.1.1.3. Contact an Avangrid Environmental Professional or Designated Representative with any questions regarding the proposed project or activity, including whether existing permits cover the scope of work or if a modified permit will be required.
- 12.1.1.4. Construct and operate all equipment in accordance with the specifications and locations provided in the air permit application. If a change is needed, notify the Avangrid Representative and Avangrid Environmental Professional, or Designated Representative, immediately.
- 12.1.1.5. Ensure that an Avangrid Environmental Professional or Designated Representative has provided copies of all documentation required in the permit (i.e., as-built drawings, certificates, etc.). Some permits allow for the construction of equipment and others allow for the operation of emission sources. Additionally, the permit may require notifications and submittals based on operation dates. Prior to initial operation of any piece of equipment addressed in a permit, contact an Avangrid Environmental Professional or Designated Representative to confirm proper permissions have been obtained.
- 12.1.1.6. Air permits may require notifications or submittals based on different project milestones. Ensure that an Avangrid Environmental Professional or Designated Representative is included on all project communications related to schedule and any changes or delays.

12.2 Dewatering

- 12.2.1. Contractor shall ensure all dewatering is done according to methods pre-approved (in writing) by the assigned Avangrid Environmental Professional. All dewatering activities are likely to be subject to permit restrictions, regulatory requirements, and/or accepted Best Management Practice (BMP) principles.

12.3 Fugitive Dust

- 12.3.1. Reasonable measures (e.g. watering, chemical stabilization, or reduction of surface wind speed with windbreaks or source enclosures) must be taken to minimize fugitive particulate matter released into the air by wind or other similar forces. State and local agencies regulate fugitive emissions and Contractors and Subcontractors are responsible for complying with all state and local regulations.

12.3.2. Contractors shall conduct air monitoring of fugitive dust emissions where required by the Avangrid Environmental Professional or Designated Representative.

12.3.2.1. The Avangrid Environmental Professional or Designated Representative will determine if the Contractor provides these air monitoring services or if an external environmental professional will be engaged to provide these services.

12.3.3. Where one is required, the Contractor shall comply with the Stormwater Pollution Prevention Plan (SWPPP), or similar document, which should cover dust control.

12.3.4. Drivers shall not operate a vehicle in a manner that can generate excessive airborne dust.

12.4 Land Disturbing Activities

12.4.1. General

12.4.1.1. Consult with the Avangrid Representative and Avangrid Environmental Professional, or Designated Representative, when planning any land disturbance. Any use of land that results in a change in the natural cover or topography and that may cause erosion or contribute to sedimentation is considered a land-disturbing activity. This includes altering the quality and quantity of stormwater runoff.

12.4.1.2. All disturbed areas shall comply with National Pollutant Discharge Elimination System (NDPES) and SWPPP regulations. If NDPES or SWPPP regulations are not applicable by regulation or law, compliance with the spirit of the regulations shall be enforced. The SWPPP shall be updated to reflect inspection results and modified BMPs in response to inspections.

12.4.1.3. The Contractor shall manage all spoils (excavated soil, fill, debris, sediment, etc.) and other impacted soils in accordance with established Avangrid spoils management procedures (see Section 12.4.2). No material will be reused in environmentally sensitive areas or in/around sensitive receptors without proper characterization and prior approval from the Avangrid Environmental Professional, or Designated Representative. Spoils and other materials that have been characterized as contaminated will be lawfully disposed of, in accordance with federal, state, and local laws and/or regulations.

12.4.1.4. Notify the Avangrid Representative and Avangrid Environmental Professional, or Designated Representative, of any regulatory site visits or inspections as soon as practical. Avangrid EH&S will coordinate any communications with regulatory agencies (federal, state or local).

12.4.1.5. Ensure any site inspection documents are maintained and readily available on-site.

12.4.1.6. Review any permits to ensure that the required documentation and inspections are being completed and that there are clear owners for these activities.

12.4.1.7. Ensure that the erosion control measures are installed in accordance with approved plans. If changes are made or the project scope extends past the existing limits of disturbance, contact the Avangrid Representative and

Avangrid Environmental Professional, or Designated Representative, prior to implementing the change.

12.4.2. Contaminated Soil

- 12.4.2.1. Any known soil contamination, environmental restrictions, recorded land use restrictions, engineering controls or environmental investigation results shall be discussed with the Avangrid Representative and Avangrid Environmental Professional, or Designated Representative, prior to performing any clearing, grubbing, stripping, excavation, potholing, trenching or other land-disturbing activities.
- 12.4.2.2. EHASP and environmental aspect and impacts analysis reviews must be completed by the Avangrid Representative and Avangrid Environmental Professional, or Designated Representative, before beginning any land disturbing activities.
- 12.4.2.3. Contact the Avangrid Representative and Avangrid Environmental Professional, or Designated Representative, immediately if previously unknown contaminated soil is encountered during land-disturbing activities. In most cases, the excavation work will need to be immediately stopped until Avangrid has determined that the work can continue.
- 12.4.2.4. Do not spread, stockpile, transport or dispose of contaminated or untested soil prior to contacting the Avangrid Representative and Avangrid Environmental Professional, or Designated Representative.
- 12.4.2.5. Contact the Avangrid Representative and assigned Avangrid Environmental Professional, or Designated Representative, regarding all pre-characterization (in-situ), characterization (ex-situ) and related sampling and analysis of soils and/or spoils to understand and comply with applicable Avangrid procedures. As needed, the Avangrid Environmental Professional shall review and accept all soil sampling plans and spoils management plans.
- 12.4.2.6. If the Contractor, or Subcontractor, will be engaged in earthwork and the generation and handling of contaminated soil they must provide documentation that they have been trained to manage contaminated soil.
- 12.4.2.7. AU questions pertaining to the management of waste soil ("spoils") should be directed to the Avangrid Environmental Professional, or Designated Representative assigned to the project.

12.4.3. Erosion and Sedimentation Control

- 12.4.3.1. Minimize any land-disturbing activities within the Project/Work Site. No land grubbing or grading shall occur when working in environmentally sensitive areas such as streams and wetlands or floodway/floodplain areas without applicable approvals. Depending on the Project/Work Site, a SWPPP or similar plan may be required. Where a SWPPP is not required, Contractors shall implement Best Management Practices (BMPs) for erosion and sediment control whenever land is disturbed.
- 12.4.3.2. Minimize any soil, spoil stockpile and/or laydown areas adjacent to environmentally sensitive areas. If stockpiles or laydown areas are needed, provide reinforced, double-row silt fence or high hazard silt fence depending on

field conditions. Stockpiles not in active use shall be covered in accordance with SWPPP and/or BMP requirements. Consult with the Avangrid Representative and Avangrid Environmental Professional, or Designated Representative, for guidance and compliance assistance around such areas.

- 12.4.3.3. Construction equipment shall be appropriate for the intended purpose. Appropriate/engineer-approved matting and low ground pressure tracks/tires shall be used to minimize any adverse wetland impacts or to minimize soil disturbance. Heavy equipment shall only be used in environmentally sensitive areas if there is no other option, BMPs such as appropriate matting are used, and required permits have been obtained.
- 12.4.3.4. Any wetland activity shall include the use of appropriate/engineer-approved matting and/or temporary bridging materials for access or crossings (riprap, soil, gravel or other such materials shall not be used). No logs or cleared vegetation shall be used for matting and/or temporary bridging.
- 12.4.3.5. Any stream crossings shall include the use of temporary bridges (riprap, soil, gravel or other such materials shall not be used). Use air bridges to cross active gas lines and other buried utilities as necessary.
- 12.4.3.6. Any streambed or streambank disturbance shall be minimized, and any rutting or similar impacts shall be returned to pre-project contours and topography to the greatest extent possible immediately after work is complete. All restoration shall be tied into existing contours.
- 12.4.3.7. If conditions warrant, protective measures such as silt fences, wattles or other appropriate erosion control measures shall be utilized to protect sensitive environmental areas.
- 12.4.3.8. Felled trees in environmentally sensitive areas shall be removed by chain or cable and not dragged, if possible, unless the agency agrees to let fallen timber remain. If stumps are to be removed, do so only by grinding in upland areas, outside of wetlands or other environmentally sensitive areas.
- 12.4.3.9. Immediately repair and report any sedimentation or erosion control measure failures, deficiencies and/or concerns to the Avangrid Representative and Avangrid Environmental Professional, or Designated Representative. If a SWPPP is required, the corrective measures shall be recorded per the applicable SWPPP section(s).
- 12.4.4. Project Closeout/Maintenance
 - 12.4.4.1. Remove erosion control measures after vegetation stabilization and project closeout conditions are met to ensure diffuse flow of stormwater through the project areas.
 - 12.4.4.2. Restore wetland to pre-construction conditions as much as possible. This includes restoring ruts and/or fill. Mulched material shall not be placed in streams or wetland areas. No agreement for modification or improvement of any Project area shall be made between the Contractor and any member of the community, such as a land abutter. Only Avangrid Representatives, in consultation with the Avangrid Permitting, shall be allowed to discuss modifications or improvements.

In most cases, modifications or improvements are potential violations, if not explicitly contained in existing permits or SWPPPs.

- 12.4.4.3. Consult with the Avangrid Representative and Avangrid Environmental Professional, or Designated Representative, for all current guidance and procedures, and to ensure all permit required activities are completed and the permit is closed, as necessary.

12.5 Operating and Maintaining Mobile Equipment

- 12.5.1. Contractor shall immediately inspect equipment when it arrives on-site for any fluid leaks or maintenance issues.
- 12.5.2. Contractor shall inspect equipment daily, and before and after each use, paying particular attention to proper installation of hoses, seals, fittings, filters, etc.
- 12.5.3. Any equipment found to have leaks or improper maintenance shall be taken out of service immediately, repaired and re-inspected prior to placing back into service.
- 12.5.4. Follow Contractor procedures and/or manufacturer's recommendations for preventive maintenance on all vehicles and heavy equipment.
- 12.5.5. As practicable, routinely inspect all fuel, oil or fluid-containing fittings, hoses and seals during machinery operation to detect leaks.
- 12.5.6. Ensure proper storage and handling of fuel, oils, lubricants and other fluids such as antifreeze.
- 12.5.7. Perform major maintenance, repair jobs and vehicle/equipment washing off-site.
- 12.5.8. Assess the risk of an oil spill occurring and use drip pans, catchments, plastic, drop cloths, or other general spill prevention methods to catch any potential drips and spills under mobile equipment to prevent an oil discharge, especially when sitting idle during periods of non-use (during breaks and overnight).
- 12.5.9. Contractor shall provide portable spill cleanup kits in all trucks or heavy equipment to lessen the amount of time needed to respond and contain a spill.
- 12.5.10. Contact the Avangrid Representative and Avangrid Environmental Professional, or Designated Representative, for any site-specific equipment requirements.

12.6 Open Burning

- 12.6.1. Prior to any open burning, a comprehensive plan must be reviewed and accepted by the Avangrid Representative and Avangrid Environmental Professional, or Designated Representative.
- 12.6.2. Open-burning activities are generally discouraged if other cost-effective and regulatory-approved options are available.
- 12.6.3. Restrictions on materials combusted, distance from residences and structures, time of day and burning during periods of drought are specified in state and local regulations. Any type of open burning can also trigger the need for advance permits or approvals from county, local or municipal officials, including the local/state fire marshal, state Division of Forestry and USDA Forest Service (fire towers) that may have jurisdiction. Since these local approvals vary considerably, contact the Avangrid Representative and Avangrid Environmental Professional, or Designated Representative, for guidance before open burning.

12.7 Polychlorinated Biphenyl (PCB) Management

- 12.7.1. Equipment and waste that contain PCBs at, or above, 1 part per million (ppm) shall be managed in accordance with applicable Avangrid procedures.
- 12.7.2. Removal of all oil-containing electrical equipment, regardless of PCB content, shall be coordinated with the Avangrid Representative and Avangrid EH&S Professional, or Designated Representative. Contractors shall not remove any oil-containing electrical equipment without prior review, oil characterization, and approval of Avangrid EH&S.
- 12.7.3. Equipment and certain manufactured products that contain 50-500 parts per million (ppm) PCBs, or materials that have been contaminated with PCBs, are regulated by the EPA under the Toxic Substances Control Act (TSCA). Contaminated soil and other materials are regulated as PCB Remediation Waste at PCB concentrations >1ppm.
- 12.7.4. The following list includes some of the equipment, manufactured products and materials that may be regulated under TSCA:
 - 12.7.4.1. Equipment – transformers, bushings, capacitors, ballasts, natural gas pipe, breakers, switches, fluorescent lamp ballasts and paper-insulated lead-covered cable
 - 12.7.4.2. Manufactured products – paints, caulks, mastics and wire coatings
 - 12.7.4.3. Materials – oil, soil, water, natural gas pipeline liquids (condensate), truck beds, plastics, paper, wood, cardboard and debris
- 12.7.5. All PCB shipments, cleanup records and analysis shall be completed by, or submitted to, the Avangrid Environmental Professional and compiled for PCB Annual Document Log/Records. Regulated PCB Materials must be shipped on a Hazardous Waste Manifest to an approved PCB-disposal facility.
- 12.7.6. All PCB waste shall be manifested to a licensed disposal facility by a licensed PCB waste transporter. As stated in 12.7.2, Avangrid EH&S shall be consulted prior to removal.
- 12.7.7. Contact the Avangrid Representative and Avangrid Environmental Professional if there are questions or concerns regarding PCBs or PCB-containing equipment.

12.8 Pesticide and Herbicide Application

- 12.8.1. Applications shall be performed by a licensed applicator (unless the application is incidental as described in 12.8.2).
- 12.8.2. In some states, personnel can perform incidental applications of general use wasp, hornet, fire ant and other small insect pesticides (including tick, insect and dog repellents) for immediate personal protection as long as all label instructions are read and followed. Contractors shall consult with Avangrid EH&S regarding state or local requirements for any such use.
- 12.8.3. Follow the personal protective equipment (PPE) instructions on the product label when handling, mixing, or applying pesticides or herbicides. Unless otherwise specified on the product label, the minimum PPE includes a long-sleeved shirt, long pants, eye protection (safety glasses or face shield) and impermeable gloves.

12.9 Refrigerants

- 12.9.1. Avoid knowingly venting any refrigerant substance, including approved substitutes, into the atmosphere during testing, maintenance, servicing, repairing or disposal of an appliance or motor vehicle air conditioners (MVAC), except as allowed by the regulations.
- 12.9.2. All contracted technicians servicing or disposing of refrigerant-containing appliances or MVAC must have Environmental Protection Agency (EPA) certification and training for the appliances or MVAC they service. Recycling and recovery equipment certified by the EPA must be used.
- 12.9.3. Follow prescribed service practices from the manufacturer to minimize the release and maximize the recycling of refrigerants and halon during appliance or MVAC servicing, repair, testing, maintenance, and disposal.
- 12.9.4. Follow manufacturer or approved work practices to ensure refrigerants and halon are recovered from appliances or MVAC, as required by regulations. All refrigerant must be recovered prior to disposal.
- 12.9.5. Ensure that recovered refrigerant materials are properly disposed. Contact the Avangrid Representative and Avangrid Environmental Professional with any questions regarding refrigerant management.

12.10 Reciprocating Internal Combustion Engines (RICE)

- 12.10.1. Consult with the Avangrid Representative and Avangrid Environmental Professional to evaluate the need for an air permit or permit modification for any reciprocating internal combustion engine (RICE) equipment brought on-site. Equipment may include but is not limited to the following: pumps, generators, light stands and welders.
- 12.10.2. Provide secondary containment for each piece of equipment while on-site to prevent discharge of unanticipated leaks/spills to the environment. Containment must provide adequate capacity and be in good operating condition. Contractors shall provide spill cleanup kits in the vicinity of any such equipment.
- 12.10.3. Prior to operation of the equipment, ensure maintenance, including changing hoses, belts, oil and oil filters, is completed per the manufacturer's guidelines or at the default thresholds provided by EPA. Have the records readily available onsite.
- 12.10.4. Contractors shall follow federal, state and local regulations for vehicle idling limits.

12.11 Spill Prevention Control & Countermeasure (SPCC) Plans and Requirements

- 12.11.1. For any work to be conducted at existing Avangrid facilities, the Contractor shall receive and review any existing SPCC Plans for that facility. Compliance with existing SPCC plan requirements must be understood and implemented prior to construction.
- 12.11.2. Upon completion of any work at an existing Avangrid facility which has an SPCC Plan, the Contractor shall notify Avangrid of any changes to on site oil volume, secondary containment, site grading, or any other changes which may require updating of the existing SPCC Plan.

- 12.11.3. If the Project work resulted in addition of oil containing equipment to the facility with a capacity of more than 1,320 gallons, the Contractor shall ensure that Avangrid EH&S is notified of the potential requirement to create a new SPCC plan for the facility. Depending on the Contract language, the Contractor may be required to create, or hire a consultant to create, the SPCC plan.
- 12.11.4. Contractors with oil containers equal to or greater than 55 gallons that have a combined total oil storage capacity of 1,320 gallons or more, and due to its location could reasonably be expected to discharge oil in quantities that may be harmful into or upon the navigable waters of the United States or adjoining shorelines, must prepare and comply with their own SPCC plan that meets the requirements set forth in 40 CFR 112. The SPCC plan and any associated records shall be made available to Avangrid for review upon request.
- 12.11.5. For Contractors not meeting the SPCC threshold of 1,320 gallons and therefore not having an SPCC plan, general containment shall be provided for all oil storage containers regardless of volume. The containers and/or containment strategy utilized shall be inspected/checked periodically to ensure there are no issues but there is no requirement to document the inspection. Spill cleanup kits shall be provided in trucks and heavy equipment, and near oil storage areas, regardless of the total volume of oil.
- 12.11.6. Transformers or other equipment that has potential for adverse environmental impacts due to potential leaks or spills shall be located a minimum of 125 feet away from environmentally sensitive areas.
- 12.11.7. Contact the Avangrid Representative and Avangrid Environmental Professional for assistance with SPCC plans and their requirements.

12.12 Spill Response and Reporting

- 12.12.1. All spills or unpermitted releases of oil (regardless of type), hazardous substances, and other regulated materials shall immediately be reported to the Contractor, Avangrid Representative, and regional spill response hotline, where applicable. The report shall be documented and include:
- 12.12.1.1. Point of contact name and phone number for the report
 - 12.12.1.2. Date, time and exact location of the discovery, including GPS coordinates
 - 12.12.1.3. Cause of the spill
 - 12.12.1.4. Quantity and type of material. Include known PCB content, where applicable
 - 12.12.1.5. Surface material impacted and whether a discharge to surface water, stream, drain or swale has occurred
- 12.12.2. Contractor and Owner shall coordinate spill reporting with applicable agencies, and such reporting shall be documented.
- 12.12.3. Cleanup efforts must begin as soon as they can be safely performed by personnel trained in accordance with 29 CFR 1910.120, and must be documented.
- 12.12.4. All waste transportation and disposal must be properly documented, and records retained with copies forwarded to the Avangrid Representative and Avangrid Environmental Professional.

12.13 Waste Management

- 12.13.1. Contractor shall implement waste disposal programs that comply with EPA Regulations, local code and applicable laws, and project requirements for the control and disposal of wastes.
- 12.13.1.1. Wherever possible, in accordance with Avangrid EH&S Policies, the Contractor shall implement measures to reduce, reuse, or recycle materials prior to choosing disposal as the final option.
- 12.13.2. All containers, including waste containers, must be properly labeled in accordance with 40 and 49 Code of Federal Regulation, and state requirements, where applicable. No waste materials may be stored on site longer than the time frames permitted in these regulations.
- 12.13.3. All transportation and disposal of waste liquids must comply with regulations and Avangrid will receive copies of all manifests and disposal certifications.
- 12.13.4. All waste (hazardous, non-hazardous, universal waste, state-regulated, etc.) shall be manifested for disposal at a licensed facility by a licensed waste transporter. Any such material to be removed from the Project/Work must be coordinated with Avangrid EH&S prior to disposal.
- 12.13.5. All hazardous materials on site must have an accompanying SDS and be stored in approved containers compatible with the material to be contained.

12.14 Wildlife Management

- 12.14.1. All personnel shall be trained in rare, threatened, and endangered species that may be encountered on the Site. No wildlife may be hunted, captured, or harmed, including removal or disturbance of nesting, breeding, or roosting locations. Dangerous wild animals must be referred to an experienced, local handler.
- 12.14.2. All injured or dead avian, bat, or other designated animal species found at the Site shall be reported immediately to Avangrid's Representative. Such species shall only be touched or handled as instructed by the Permitting Personnel.
- 12.14.3. All wildlife collisions with vehicles shall be reported immediately to Avangrid.

13. PROGRAM EVALUATION

The dates of revisions will appear on the last page of the program in the section titled "Reason for Change". Regular reviews of the document not resulting in any change will not be noted in the Revision log. Reviews without change are conducted and no document modification is needed. EH&S shall have primary responsibility for maintaining this document, soliciting comment from stakeholders, and revising as necessary. The requirements of this policy or any future revision thereof, shall be effective the date of its issue unless otherwise noted.

14. RECORDKEEPING AND DOCUMENT RETENTION

Documentation related to this procedure and subsequent reviews and revisions will be maintained by EH&S. This procedure will be accessible to field operations both in paper and electronic format. The paper versions of the program will not be document controlled. The official, current version of

this program and all procedures prepared under this guidance will be located on the EH&S intranet site.

- 14.1. The Contractor shall make this Contractor EH&S Procedure available to all field operations.
- 14.2. Contractor and all Subcontractors on the job Site have the responsibility to maintain all records required by federal, state and local safety and environmental standards, Worker Compensation Insurance or similar regulations.
- 14.3. Specific items required to be submitted, or maintained at the job Site, and made available to the Contractor, Avangrid, or government agencies and inspectors upon request may include, but are not limited to:
 - 14.3.1. Copy of Contractor's EHASP
 - 14.3.2. Copy of Contractor's hazard communication program including indexed SDS's
 - 14.3.3. Contact information for Designated Safety Professional(s)
 - 14.3.4. Field Supervisor and Safety Professional Safety Inspections
 - 14.3.5. Names of Competent Persons for the following tasks, as applicable:
 - 14.3.5.1. Ionizing Radiation
 - 14.3.5.2. Scaffolds
 - 14.3.5.3. Rigging Equipment for Material Handling
 - 14.3.5.4. Welding, Cutting, and Heating in way of preservative coatings
 - 14.3.5.5. Fall Protection
 - 14.3.5.6. Cranes and Derricks
 - 14.3.5.7. Material Hoists, Personnel hoists and Elevators
 - 14.3.5.8. Excavations and Trenching
 - 14.3.5.9. Concrete and Masonry Construction
 - 14.3.5.10. Crystalline Silica Training and Evaluations.
 - 14.3.5.11. Steel Erection
 - 14.3.5.12. Underground Construction
 - 14.3.5.13. Demolition
 - 14.3.5.14. Blasting
 - 14.3.5.15. Stairways and Ladders
 - 14.3.5.16. High Voltage Electrical
 - 14.3.5.17. Electrical Spicing and Terminations
 - 14.3.5.18. Lock Out – Tag Out – Try Out
 - 14.3.6. Safety meeting minutes and attendance sign-in sheet
 - 14.3.7. All Accident/Incident/Spill/Security Reports
 - 14.3.8. OSHA 301 or equivalent Employers First Report of Injury and associated medical reports or Doctor Recommendations
 - 14.3.9. Notification of any hazardous chemicals brought on the Project
 - 14.3.10. Daily excavation inspection reports (may be incorporated into the JHA)
 - 14.3.11. SPCC, NDPES and SWPP (soil erosion) weekly and event inspections
 - 14.3.12. Updated roster including employee name, position, and home of record verification (Weekly)
 - 14.3.13. Copy of all JHA's - original must be in work area while work is being performed

- 14.3.14. Contractor employee on-site hours – detail by traveler, local, and union hours due on or before the monthly Avangrid deadline
- 14.3.15. Subcontractor employee on-site hours – detail by traveler, local, and union hours due on or before the monthly Avangrid deadline
- 14.3.16. First Aid/Recordable/Lost Time Injury Statistics (monthly, on or before AVANGRID deadline)
- 14.3.17. Verification of employee Site Safety Orientation including JHA(s) Training
- 14.3.18. Job Safety Brief/Tailboard sheet - must be in work area while work is being performed and kept on file when task is complete
- 14.3.19. Specific Instructions - pre-lift meetings, operator training, HazCom training, and powder actuated tool training, etc.
- 14.3.20. Project site specific property damage, First Aid, recordable injury & illness log
- 14.3.21. Regulatory posters
- 14.3.22. Emergency response plan
- 14.3.23. Fire extinguisher inspections (monthly)
- 14.3.24. Crane inspections (annual, assembly, monthly, daily)
- 14.3.25. Heavy equipment inspections (monthly, daily)
- 14.3.26. Equipment inspections (rigging, ladder, etc.) daily and as required by OSHA
- 14.3.27. Inspection of First-Aid Kit(s) – weekly

15. SOP UPDATE AND REVISION

This procedure shall be evaluated at a periodic frequency and updated for changes along with associated inspection and audit questionnaires. The changes shall be tracked in the revision index and the appropriate draft and released versions stored in the EH&S Document Repository Site and final approved version in the AVANGRID Employee Portal.

16. REASON FOR CHANGE

Rev.	Section	Description of Amendment	Responsible	Date
Initial	All	Initial creation of SOP		2016
1	6.1	6.1 Change in scope to Flame-Resistant Clothing (FRC) Requirements		8/5/17
2	6.14	Changes to FRC language for Substations		3/23/2018
3	6.11	Addition of pole delivery placement requirements for Overhead Line Work		7/2/2018

3	All	Format change – corrected fonts		7/2/2018
4	All	Font and branding update, ISO alignment		3/1/2024
4	1, 2, 4, 5	Updated Purpose, Scope, References, and Overview of Contractor Safety at Avangrid sections		3/1/2024
4	7.5	Added Work Rule Compliance section		3/1/2024
4	8.3	HASP scope expanded to include environmental requirements (EHASP)		3/1/2024
4	8.5	Updated Emergency Response/ Medical section		3/1/2024
4	8.8	Added Safety Statistics, and Other Pertinent Documentation section		3/1/2024
4	9.1.4	Added incident learning call requirement for Contractors		3/1/2024
4	10.1.4 – 10.1.7	Clarification of training requirements for specific tasks		3/1/2024
4	11.1.1 – 11.1.2	Defined minimum Job Brief frequency and content		3/1/2024
4	11.2	Added Duty to Intervene section		3/1/2024
4	11.9.1 – 11.9.3, 11.9.6 – 11.9.7, 11.9.8.5	Added new Forestry and Vegetation Management requirements		3/1/2024
4	11.19	Added Personnel Site Rules section		3/1/2024

4	11.25	Temporary Facilities and Equipment		3/1/2024
4	11.27.2	Added Utility Poles and Structures Treated Wood Poles section		3/1/2024
4	11.28	Added Vehicle Safety and the Federal Motor Carrier Safety Regulations section		3/1/2024
4	11.30.1, 11.30.3 - 11.30.5	Added new work zone protection requirements		3/1/2024
4	12.1 – 12.14	Added Environmental requirements sections		3/1/2024
4	14.3	Added clarification of specific Contractor recordkeeping requirements to Recordkeeping		3/1/2024

Attachment 1: Definitions

Avangrid	Avangrid Inc. ("Owner") and its affiliates.
Avangrid Representative	With respect to a Project, the representative of Owner designated pursuant to the Agreement.
Best Management Practices	Techniques, methods, processes and activities that achieve an ongoing minimization of an activity's environmental harm through cost effective and practical measures.
Competent Person	Person 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 them.
Contracted Services	Any activity conducted by an organization or individual under the terms of a Purchase Order. Contracted services may include all types of construction and maintenance services, tree trimming, building maintenance and demolition, electrical structure dismantling, site restoration, engineering design, recycling and waste disposal, drilling, rigging, electrical, and utility pole/structure maintenance.
Contractor Orientation	An information transfer providing the Contractor with the knowledge necessary to educate their employees and Subcontractors. The session is not intended to train the Contractor management, their employees or Subcontractors. The extent and content of the orientation session shall be commensurate with the scope and type of the Contractor activities.
Contractor Representative	The representative of the Contractor designated to serve at the applicable Site as a full-time project manager, who shall be responsible for planning, scheduling, updating, and reporting on the applicable Work Schedule. Each Contractor Representative shall be authorized to act on behalf of, and otherwise bind, Contractor and receive direct communications from Owner.
Designated Representative	Individual assigned by Owner to act on its behalf and to undertake certain activities as specifically outlined in the Contract.
Environmental, Health and Safety Plan (EHASP):	A project-specific document prepared by the Contractor to identify all significant tasks, anticipated hazards and mitigation steps.
Facility:	A staffed building owned by the Organization excluding vaults, manholes, and other field installations.

Field Installation	Assets or structures owned by the Organization whose primary purpose is the protection or housing of gas, electric, or hydro transmission and distribution assets. Examples include vaults, manholes, regulator buildings, control houses, etc.
Fugitive Dust	Dust that is not emitted from definable point sources, such as industrial smokestacks or vents. Common sources of fugitive dust include unpaved roads, aggregate storage piles, and heavy construction operations.
Hot Work	Any work that involves either the use or the creation of a flame, spark or energy discharge that could act as the ignition source for a fire or explosion. Work involving welding, riveting, cutting, grinding, brazing (soldering), or similar flame or spark producing operations.
Hot Work Permit	A written form that helps control and reduce the fire hazard associated with Hot Work operations. Hot work permits serve as written permission to conduct hot work, provide a minimum safety checklist, and alert personnel to hot work in progress. Hot work permits shall be kept at the job site until the hot work is completed (including fire watch).
Incident	<p>Unexpected event that results in, or could potentially result in, at least one of the following outcomes:</p> <ul style="list-style-type: none"> ○ Injury – event that causes harm to people; ○ Property Damage – event that causes damage to property; ○ Adverse Public Impact – event that disrupts service to the public or results in adverse public reaction; ○ Environmental - event that is a departure from standard operating conditions that can or does have an impact on human health or the environment; or
Job Brief	A documented brief covering hazards associated with the job, work procedures involved, special precautions, energy-source controls, and personal protective equipment requirements.
Near-Miss	A potential hazard or incident in which no property was damaged and no personal injury was sustained, but where, given a slight shift in time or position, damage or injury easily could have occurred.
Open-burning	Burning of any materials where contaminants resulting from combustion are emitted directly into the air, without passing through a stack or chimney from an enclosed chamber.

Owner	The corporation that is the contracting party who has retained the Contractor's services and/or the owner of the facilities on or for which Contractor is performing the contracted duties.
Project	Any project that may, in the exercise of Owner's sole discretion, be awarded under the Agreement to Contractor, as may be more particularly described in the applicable Work Release, Purchase Order or Project-Specific Agreement.
Purchase Order (PO):	an agreement/contract between Avangrid or one of its affiliated Companies and a Contractor to provide Contracted Services and/or materials.
Qualified Electrical Worker	A person knowledgeable in the construction and operation of the electrical power generation, transmission and distribution equipment involved and the associated hazards.
Qualified Gas Worker	Any Contractor who performs covered tasks shall be operator qualified (OQ) as defined in DOT Part 192 Subpart N and all applicable state requirements pursuant to the state the Contractor is working in. Additionally, any qualifications of Contractor personnel shall be in full accordance with the Company's OQ Plan. Refer to the most current list of covered tasks in accordance with the Company OQ Program and the Northeast Gas Association (NGA).
Routine Maintenance	The maintenance or repair of existing utilities.
Scope of Work	A written description of the Work to be performed and collectively, the information, engineering data, job instructions, plans, project drawings, including design, development and construction drawings, technical specifications, computer software, plans, studies, data, reports, calculations, specifications, engineering data and conditions, and any environmental information on any Pre-Existing Hazardous Materials, including civil, environmental, electrical and mechanical specifications describing the Work on a Project, all as may be set forth in the applicable Work Release or Project-Specific Agreement. "Scope of Work" shall mean, with respect to a Project, all drawings, including design, development and construction drawings, technical specifications, computer software, plans, studies, data, reports, calculations, specifications, engineering data (including that furnished pursuant to the applicable Scope of Work), and other documents that describe the Work and are developed pursuant to the Agreement Documents.
Site	The location(s) at which any Work is to be performed. A site may include Owner's property, Owner rights-of-way, or other property not

owned by Owner where Work or any other work related to a Project is to be performed, as may be more particularly described in any applicable Agreement Documents.

Subcontractor

Any Third-Party supplying services, materials, supplies, equipment and/or facilities, of whatever nature or tier to Contractor to meet the requirements of the applicable Agreement Documents with respect to a Project or Work Release.

Work

All services performed, and/or all supervision, labor, tools, equipment, machinery, materials, and supplies used or provided by Contractor, on behalf of Company pursuant to an Agreement between Contractor and Company.

APPENDIX O

Contractor Background Policy

Please see separate document



Avangrid Networks – Contractor Background Check Rule

Contractor Certification Form

The undersigned authorized agent of [REDACTED] (“Contractor”) hereby **certifies** that the employees, contractors, agents, and subcontractors of Contractor listed below and on any attachment meet the requirements set forth in Attachment B of the Avangrid Networks Contractor Background Check Rule (the “Rule”). Such persons constitute all of Contractor’s Representatives (as such term is defined in the Rule) during the period since Contractor’s last certification of compliance with the Rule.

Contractor shall notify Avangrid Networks of all Contractor Representative personnel changes, including without limitation all additions to and all voluntary and involuntary terminations of its Contractor Representatives. Any additions and terminations shall be communicated to Avangrid Networks immediately.

Contractor Representative Name	Employer	Date of Last Background Check

[] See attached for additional Contractor Representatives.

Further, I certify that (i) Contractor is and has been in full compliance with the Rule since Contractor’s last certification of compliance with the Rule, and that (ii) all Contractor Representatives remain in compliance with and have met the requirements of the Rule since their last background check.

Signature

Date

Printed Name and Position

Attachment B - Domestic Background Checks

Contract Language

Direction: The following provision must be added to all contracts with Contractors subject to this Background Check Policy:

Contractor, at its expense, shall conduct a background check for each employee, agent, representative, contractor, or independent contractor (collectively, "Representatives"), as well as for the Representatives of its subcontractors, who will provide work or services to the Company or who will have access to Company computer systems, either through on-site or remote access (collectively, "Contractor Representatives"). Contractor Representatives, for the purpose of this requirement, include such temporary staff as office support, custodial service, and third party vendors used by Contractor to provide, or assist in the provision of, work or services to the Company hereunder. Contractor's obligations with respect to required background checks shall include those obligations specified for Contractor in the Avangrid Networks, Inc. –Contractor Background Check Rule, as such Rule may be revised and/or supplemented from time to time, which Policy is incorporated herein and made part of this Agreement by reference (the "Rule"). Background checks are to be conducted using the Contractor's background check vendor consistent with the process developed with the Company under this Agreement. The minimum Background Check process shall include, but not be limited to, the following checks:

- a. Social Security Number Verification
- b. Motor Vehicle Report
- c. Prohibited Parties Database Search\Debarment Lists
- d. County Criminal History Search in each county where a Contractor or Contractor Representative has resided during the seven (7) years preceding the search.
- e. National Sex Offender Registry.

The Background Check must be completed prior to initial access by Contractor Representative(s) and must, at minimum, meet the criteria specified in Attachment A of this Rule and be repeated every two (2) years for Contractor(s) and Contractor Representative(s) under continuing engagements. Any Contractor Representative who separates employment or other commercial relationship with the Contractor must undergo another Background Check prior to renewed access to the Company. The Company Department charged with managing the relationship with the Contractor hereunder (the "Company Liaison") shall have the right to require more frequent Background Checks of Contractor Representatives or to require checks from other or additional sources than those listed above and shall have the right to require that the Contractor furnish Background Check results to them. The Company reserves the right to audit Contractor's Background Check process using either a third-party auditor or representatives from the Company's Audit Department or the Company Liaison. All Contractor Representatives are responsible to self-disclose any misdemeanor or felony conviction(s) that occur during the course of their assignment hereunder within three (3) business days of the conviction. The conviction must be reported to the Contractor and the Company Liaison. If reported first to the Contractor, the Contractor shall notify the Company Liaison and the Company Director of Security within three (3) days of learning of the conviction. If, at any time during the term of this Agreement, it is discovered that any Contractor Representative has a criminal record that includes a felony or misdemeanor conviction, the Contractor is required to inform the Company Liaison who will assess the circumstances surrounding the conviction, time frame, nature, gravity, and relevancy of the conviction to the job duties to determine whether the Contractor Representative will be placed on, or continue in, the assignment with the Company, and consistent with, and to the extent permitted by, applicable state law. The Company may withhold its consent in its sole and absolute discretion. The failure of the Contractor to comply with the terms of this provision shall constitute good cause for termination of this Agreement by the Company, in whole or in part.

Foreign Background Checks

Contractor, at its expense, shall conduct a background check for each employee, agent, representative, contractor, or independent contractor (collectively, "Representatives"), as well as for the Representatives of its subcontractors, who will provide work or services to the Company or who will have access to Company computer systems, either through on-site or remote access (collectively, "Contractor Representatives"). Contractor Representatives, for the purpose of this requirement, include such temporary staff as office support, custodial service, and third party vendors used by Contractor to provide, or assist in the provision of, work or services to the Company hereunder. Contractor's obligations with respect to required background checks shall include those obligations specified for Contractor in the Customer-Contractor Background Check Rule, as such Rule may be revised and/or supplemented from time to time, which Rule is incorporated herein and made part of this Agreement by reference (the "Rule"). Background checks are to be conducted using the Contractor's background check vendor consistent with the process developed with the Company under this Agreement. The minimum Background Check process shall include, but not be limited to, the following checks:

NERC CIP Access. If applicable (i.e., when IUSA determines that the Contractor engagement is such that compliance with NERC CIP Standards is required), the background check needs to include an identity verification and 7-year criminal history check as more particularly set forth below.

- For someone who has resided and/or worked outside of Spain in the last 7 years, the contractor should perform an International Background Check to show the absence or existence of a criminal record. International background checks should verify known data such as employment, education, criminal and civil records, travel and immigration records, as well as address and identity verification
- For someone who has resided and worked only in Spain for the last 7 years, their passport and recent Criminal Record Certificate from the Spanish Ministry of Justice is sufficient (assuming it shows the absence of a criminal record).
- Due to EU privacy rules, the Criminal Record Certificate can only be supplied to the applicant after proof of identify. The Certificate certifies the absence or existence of a criminal record. If the applicant is not willing to obtain and provide the Certificate, an International Background Check should be conducted.

Non CIP Access. To comply, the background check needs to include the following:

- For someone who has resided and/or worked outside of Spain in the last 7 years, the vendor should include identity verification and perform an **International Background Check** to show the absence or existence of a criminal record. The international background check should verify known data such as employment, education, criminal and civil records, travel and immigration records, as well as identity.
- For someone who has resided and worked only in Spain for the last 7 years, a **certificate duly signed** by the vendor is sufficient if it states that its employee(s) assigned to work for Customer (i) are duly affiliated to the Spanish Social Security and (ii) have the necessary academic and professional experience.

The Background Check must be completed prior to initial access by Contractor Representative(s) and must, at minimum, meet the criteria specified in this Rule and be repeated every two (2) years for Contractor(s) and Contractor Representative(s) under continuing engagements. Any Contractor Representative who separates employment or other commercial relationship with the Contractor must undergo another Background Check prior to renewed access to the Company. The Company Department charged with managing the relationship with the Contractor hereunder (the “Company Liaison”) shall have the right to require more frequent Background Checks of Contractor Representatives or to require checks from other or additional sources than those listed above, and shall have the right to require that the Contractor furnish Background Check results to them. The Company reserves the right to audit Contractor’s Background Check process using either a third-party auditor or representatives from the Company’s Audit Department or the Company Liaison. All Contractor Representatives are responsible to self-disclose any misdemeanor or felony conviction(s) that occur during the course of their assignment hereunder within three (3) business days of the conviction. The conviction must be reported to the Contractor and the Company Liaison. If reported first to the Contractor, the Contractor shall notify the Company Liaison and the Company Director of Security within three (3) days of learning of the conviction. If, at any time during the term of this Agreement, it is discovered that any Contractor Representative has a criminal record that includes a felony or misdemeanor conviction, the Contractor is required to inform the Company Liaison who will assess the circumstances surrounding the conviction, time frame, nature, gravity, and relevancy of the conviction to the job duties to determine whether the Contractor Representative will be placed on, or continue in, the assignment with the Company, and consistent with, and to the extent permitted by, applicable state law. The Company may withhold its consent in its sole and absolute discretion. The failure of the Contractor to comply with the terms of this provision shall constitute good cause for termination of this Agreement by the Company, in whole or in part.

APPENDIX P

Avangrid Privacy and Data Security Rider

Please see separate document



AVANGRID Privacy and Data Security Rider

For the purposes of this Privacy and Data Security Rider (the "Rider") **Rochester Gas and Electric Corporation** and any of its affiliates procuring or receiving services, works, equipment or materials under the Agreement (as defined below) shall be hereinafter referred to as the "CUSTOMER". [REDACTED] shall be hereinafter referred to as the "VENDOR".

(a) Among other, the purpose of this Rider is to enable the VENDOR to Process on behalf of the CUSTOMER the Personal Data and Company Data necessary to comply with the purpose of the Agreement (as defined below), define the conditions under which the VENDOR will Process the Personal Data and Company Data to which it has access during the performance of the Agreement, and establish the obligations and responsibilities of the VENDOR derived from such Processing. Personal Data disclosed by CUSTOMER to VENDOR is provided only for limited and specified purposes as set forth in the Agreement and this Rider.

(b) The following definitions are relevant to this Rider:

(i) "Personal Data" means any information about an individual, including an employee, vendor, customer, or potential customer of CUSTOMER or its affiliates, including, without limitation: (A) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, biometric records, personal electronic mail address, internet identification name, network password or internet password; (B) information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, or (C) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information, as well as cookie information and usage and traffic data or profiles, that is combined with any of the foregoing.

(ii) "Company Data" means any and all information concerning CUSTOMER and its affiliates and their respective business in any form, or to which the CUSTOMER or its affiliates have access, that requires reinforced protection measures, including but not limited to CUSTOMER sensitive information (confidential or restricted), internal use information, Personal Data, Cardholder Data, commercially sensitive information, Critical Infrastructure Information, other information that relates to critical infrastructure, information that relates to the operation or functionality of facilities, networks, or grids, commercially sensitive information, strategic business information, credentials, encryption data, system and application access logs, or any other information that may be subject to legal or regulatory requirements.

(iii) "Critical Infrastructure Information" means engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure (physical or virtual) that (A) relates details about the production, generation, transmission, or distribution of energy; (B) could be useful to a person planning an attack on critical infrastructure; (C) is exempt from mandatory disclosure under the Freedom of Information Act; and (D) gives strategic information beyond the location of the critical infrastructure.

(iv) "Processing" (including its cognate, "process") means any operation, action, error, omission, negligent act, or set of operations, actions, errors, omissions, or negligent acts that is performed upon Personal Data or Company Data, whether or not by automatic means, including, without limitation,

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collection, recording, organization, storage, access, adaptation, alteration, retrieval, consultation, retention, use, disclosure, dissemination, exfiltration, taking, removing, copying, making available, alignment, combination, blocking, deletion, erasure, or destruction.

(v) “Data Security Incident” means: (A) the loss or misuse (by any means) of Personal Data or Company Data; (B) the inadvertent, unauthorized and/or unlawful Processing, corruption, modification, transfer, sale or rental of Personal Data or Company Data; (C) any other act, omission or circumstance that compromises or may reasonably compromise the security, confidentiality, or integrity of Personal Data or Company Data, including but not limited to incidents where Personal Data or Company Data has been damaged, lost, corrupted, destroyed, or accessed, acquired, modified, used, or disclosed by any unauthorized person, by any person in an unauthorized manner, or for an unauthorized purpose; (D) any act, omission or circumstance that compromises or may reasonably compromise the cybersecurity of the products and services provided to CUSTOMER by VENDOR or the physical, technical, administrative, or organizational safeguards protecting VENDOR’s systems or, if VENDOR knows or reasonably believes, CUSTOMER’s systems storing or hosting Personal Data or Company Data, or (F) VENDOR receives any complaint, notice, or communication which relates directly or indirectly to (x) VENDOR’s Processing of Personal Data or Company Data or VENDOR’s compliance with Technical and Organizational Measures or applicable law in connection with Personal Data or Company Data or (y) the cybersecurity of products and services provided to CUSTOMER by VENDOR.

(vi) “Technical and Organizational Measures” means security measures, consistent with the type of Personal Data or Company Data being Processed and the services being provided by VENDOR, to protect Personal Data or Company Data, which measures shall implement industry accepted protections which may include physical, electronic and procedural safeguards to protect the Personal Data or Company Data supplied to VENDOR against any Data Security Incident, and any security requirements, obligations, specifications or event reporting procedures set forth in this Rider or in any Schedule to this Rider. As part of such security measures, VENDOR shall provide a reasonably secure environment for all Personal Data and Company Data and any hardware and software (including servers, network, and data components) to be provided or used by VENDOR as part of its performance under the Agreement.

(vii) “Losses” shall mean all losses, liabilities, damages, and claims and all related or resulting costs and expenses (including, without limitation, reasonable attorneys’ fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties).

(viii) “Agreement” shall mean the DESIGN, SUPPLY AND INSTALLATION FRAMEWORK AGREEMENT dated as of the effective date listed in the preamble of the Agreement and any purchase orders, statements of work, notice to proceed and related documents issued in connection therewith.

(c) Personal Data and Company Data shall at all times remain the sole property of CUSTOMER, and nothing in this Rider or the Agreement will be interpreted or construed as granting VENDOR any license or other right under any patent, copyright, trademark, trade secret, or other proprietary right to Personal Data or Company Data. VENDOR shall not create or maintain data which are derivative of Personal Data or Company Data except for the purpose of performing its obligations under the Agreement and this Rider and as authorized by CUSTOMER.

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(d) Regarding the Processing of Personal Data and Company Data, the parties agree that:

(i) VENDOR shall Process Personal Data and Company Data only on behalf of CUSTOMER, on the instruction of CUSTOMER and in accordance with the Agreement, this Rider and privacy and security laws applicable to VENDOR's services or VENDOR's possession or Processing of Personal Data and Company Data. CUSTOMER hereby instructs VENDOR, and VENDOR hereby agrees, to Process Personal Data and Company Data only as necessary to perform VENDOR's obligations under the Agreement and as further described below and for no other purpose. For the avoidance of doubt and without limitation, (i) VENDOR shall not Process Personal Data or Company Data for any purpose other than providing the services specified in the Agreement nor for any purpose outside the scope of the Agreement; and (ii) VENDOR is prohibited from (w) selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, Personal Data and Company Data to any business or third party (x) retaining, using, or disclosing Personal Data or Company Data for any purpose other than for the purposes specified in the Agreement and this Rider, (y) retaining, using or disclosing Personal Data and Company Data outside of the direct business relationship between CUSTOMER and VENDOR pursuant to the Agreement, and (z) combining Personal Data or Company Data received from CUSTOMER with Personal Data or Company Data received from or on behalf of another person or persons or collected by VENDOR.

(ii) The parties agree that:

- The Processing activities that will be carried out by VENDOR are: use of information resources that will be provided to vendor by Customer in order to complete the assigned Work; including but not limited: to emailed information and directions, copies of schematics, drawings, and pictures, as necessary, to perform the work.
- The categories of Personal Data or Company Data that will be Processed by VENDOR are: N/A, vendor will not have access to any Personal Data.
- The categories of Personal Data subjects whose information will be processed by VENDOR are: N/A, vendor will not have access to any Personal Data.
- The instructions for the Processing of Personal Data or Company Data are: N/A .
- The duration of the Processing shall be: for approximately 8 months, through December 31, 2024; and will begin upon the effective date of the Agreement.

(iii) VENDOR shall immediately inform the CUSTOMER if in VENDOR's opinion a Processing instruction given by CUSTOMER may infringe the privacy and security laws applicable to VENDOR's services or VENDOR's possession or Processing of Personal Data or Company Data.

(iv) In the event that the activities to be carried out by VENDOR under the Agreement do not require access to Personal Data, VENDOR, its employees and representatives shall be prohibited from

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accessing and Processing Personal Data. If they gain access to Personal Data, VENDOR shall immediately inform CUSTOMER. Notwithstanding the foregoing, any Processing of Personal Data by VENDOR shall be subject to the terms and conditions set forth in this Rider.

(e) As a condition to starting work, VENDOR's employees and other persons authorized, pursuant to the terms of this Rider, to Process Personal Data or Company Data shall acknowledge in writing their agreement to (i) comply with the terms of CUSTOMER's Acceptable Use Requirements set forth in Schedule C hereto, as such Acceptable Use Requirements may be modified or supplemented from time-to-time upon notice from the CUSTOMER, (ii) maintain the confidentiality of Personal Data and Company Data, and (iii) comply with any applicable Technical and Organizational Measures. In addition, VENDOR's employees and other authorized persons that access CUSTOMER's premises shall abide by CUSTOMER's physical security policies, rules and procedures.

(f) At any and all times during which VENDOR is Processing Personal Data or Company Data, VENDOR shall:

(i) Comply with all applicable privacy and security laws to which it is subject, or that are applicable to VENDOR's services or VENDOR's possession or Processing of Personal Data and/or Company Data, and not, by act or omission, place CUSTOMER or its affiliates in violation of any privacy or security law known by VENDOR to be applicable to them;

(ii) With regards to the Processing of Personal Data, maintain a record of Personal Data Processing activities carried out on behalf of CUSTOMER, which shall include at least:

- (A) The name and contact details of the VENDOR, any subcontractor, where applicable and as previously authorized by CUSTOMER, the CUSTOMER on whose behalf the VENDOR is Processing Personal Data, their respective representatives and, where applicable, the data protection officer;
- (B) The categories of Processing activities carried out on behalf of CUSTOMER;
- (C) Where applicable, international transfers of Personal Data to a third country or international organization, identifying the third country or international organization, and identification of appropriate safeguards;
- (D) A general description of the appropriate Technical and Organizational Measures that VENDOR is implementing relating to:
 - The ability to ensure the continued confidentiality, integrity, availability and resilience of Personal Data Processing systems and services;
 - The ability to quickly restore availability and access to Personal Data in the event of a physical or technical incident; and

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- A process of regular verification, evaluation and assessment of the effectiveness of Technical and Organizational Measures to ensure the security of the Personal Data Processing;
- Pseudonymization and encryption of Personal Data;

(iii) Have in place appropriate and reasonable Technical and Organizational Measures to protect the security of Personal Data and Company Data and prevent a Data Security Incident, including, without limitation, a Data Security Incident resulting from or arising out of VENDOR's internal use, Processing or other transmission of Personal Data and Company Data, whether between or among VENDOR's subsidiaries and affiliates or any other person or entity acting on behalf of VENDOR. Taking into account the state-of-the-art, the costs of implementation, and the nature, scope, context and purposes of the Processing as well as the risks of varying likelihood and severity for, among other, the rights and freedoms of the data subjects, VENDOR shall implement Technical and Organizational Measures to ensure a level of security appropriate to the risk. Without limiting the generality of the foregoing, the VENDOR will implement measures to:

- (A) Ensure the continued confidentiality, integrity, availability and resilience of Processing systems and services;
- (B) Quickly restore availability and access to Personal Data and Company Data in the event of a physical or technical incident;
- (C) Verify and evaluate, on a regular basis, the effectiveness of the Technical and Organizational Measures implemented;
- (D) Pseudonymize and encrypt Personal Data, where applicable; and
- (E) Safely secure or encrypt all Personal Data and Company Data, during storage or transmission;

(iv) Except as may be necessary in connection with providing services to CUSTOMER (and provided that immediately upon the need for such Personal Data and Company Data ceasing, such Personal Data or Company Data is immediately destroyed or erased), not use or maintain any Personal Data or Company Data on a laptop, hard drive, USB key, flash drive, removable memory card, smartphone, or other portable device or unit; and ensure that any such portable device or unit is encrypted.

(v) Notify CUSTOMER at asoc@avangrid.com or (855)548-7276 no later than one (1) day from the date of obtaining actual knowledge of any Data Security Incident, or from the date the VENDOR reasonable believes that a Data Security Incident has taken place, whatever is earlier, and at VENDOR's cost and expense, assist and cooperate with CUSTOMER concerning any disclosures to affected parties and other remedial measures as requested by CUSTOMER or required under applicable law. If the Data Security Incident involves Personal Data, the following information shall be provided as a minimum:

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- (A) Description of the nature of the Data Security Incident, including, where possible, the categories and approximate number of data subjects affected, and the categories and approximate number of Personal Data records affected;
 - (B) Contact details of the data protection officer of the VENDOR, where applicable, or other contact person for further information;
 - (C) Description of the possible consequences of the Data Security Incident or violations; and
 - (D) Description of the measures taken or proposed to remedy the Data Security Incident, including, where appropriate, the measures taken to mitigate possible negative effects;
- (vi) VENDOR designates the following contacts for the purposes of communications related to a Data Security Incident: Michael Fallat, President; Email Address: mfallat@ddscompanies.com.
- (vii) Assist and cooperate with CUSTOMER to enable CUSTOMER to comply with its obligations under any applicable privacy or security law, including but not limited to maintaining Personal Data and Company Data secured, responding to Data Security Incidents, and, where applicable, ensuring the rights of data subjects and carrying out Personal Data impact assessments;
- (viii) Inform the CUSTOMER, if, where applicable, data subjects exercise their rights of access, rectification, erasure or objection, restriction of processing, data portability and not to be the subject to automated decisions by the VENDOR. The communication must be made immediately and in no case later than one (1) business day following the receipt of the request by VENDOR. VENDOR shall assist CUSTOMER, taking into account the nature of the Personal Data Processing, through appropriate Technical and Organizational Measures, and with any information that may be relevant to the resolution of the request;
- (ix) Not use independent contractors or provide Personal Data or Company Data to independent contractors or other personnel that are not full-time employees of VENDOR without CUSTOMER's prior written approval;
- (x) Not disclose Personal Data or Company Data to any third party (including, without limitation, VENDOR's subsidiaries and affiliates and any person or entity acting on behalf of VENDOR) unless with respect to each such disclosure: (A) the disclosure is necessary in order to carry out VENDOR's obligations under the Agreement and this Rider; (B) VENDOR executes a written agreement with such third party whereby such third party expressly assumes the same obligations set forth in this Rider; (C) VENDOR has received CUSTOMER's prior written consent; (D) the Processing is carried out in accordance with the instructions of CUSTOMER, and (D) VENDOR shall remain responsible for any breach of the obligations set forth in this Rider to the same extent as if VENDOR caused such breach;

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(xi) Not permit any officer, director, employee, agent, other representative, subsidiary, affiliate, independent contractor, or any other person or entity acting on behalf of VENDOR to Process Personal Data or Company Data unless such Processing is in compliance with this Rider and is necessary to carry out VENDOR's obligations under the Agreement and this Rider. Personal Data and Company Data shall only be accessed by persons who need access to carry out VENDOR's obligations under the Agreement and this Rider and in accordance with the instructions of CUSTOMER; VENDOR shall provide appropriate privacy and security training to its employees and those persons authorized to Process Personal Data or Company Data.

(xii) Establish policies and procedures to provide all reasonable and prompt assistance to CUSTOMER in responding to any and all requests, complaints, or other communications received from any individual who is or may be the subject of any Personal Data Processed by VENDOR to the extent such request, complaint or other communication relates to VENDOR's Processing of such Personal Data;

(xiii) Establish policies and procedures to provide all reasonable and prompt assistance to CUSTOMER in responding to any and all requests, complaints, or other communications received from any individual, government, government agency, regulatory authority, or other entity that is or may have an interest in the Personal Data or Company Data, exfiltration of Personal Data or Company Data, disclosure of Personal Data or Company Data, or misuse of Personal Data or Company Data to the extent such request, complaint or other communication relates to VENDOR's Processing of such Personal Data or Company Data;

(xiv) Not transfer any Personal Data or Company Data across a country border, unless directed to do so in writing by CUSTOMER, and VENDOR agrees that CUSTOMER is solely responsible for determining that any transfer of Personal Data or Company Data across a country border complies with the applicable laws and this Rider;

(xv) Keep Personal Data and Company Data in strict confidence;

(g) At the time of the execution of this Rider, and at any time, upon CUSTOMER's request, VENDOR shall provide evidence that it has established and maintains Technical and Organizational Measures governing the Processing of Personal Data and Company Data appropriate to the Processing and to the nature of the Personal Data and Company Data;

(h) To the extent VENDOR maintains Personal Data and Company Data at its location, CUSTOMER shall have the right to conduct onsite inspections and/or audits (with no advance notice to VENDOR) of VENDOR's information security protocols, and VENDOR agrees to cooperate with CUSTOMER regarding such inspections or audits; provided, any such inspections or audits shall be conducted during normal business hours and in a manner so as to minimize any disruptions to VENDOR's operations. VENDOR will promptly correct any deficiencies in the Technical and Organizational Measures identified by CUSTOMER to VENDOR;

(i) VENDOR shall keep and make accessible to CUSTOMER, at any time, upon CUSTOMER's request, documentation that evidences compliance with the terms of this Rider. CUSTOMER

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may conduct audits and inspections, either directly or through a third party, and VENDOR agrees to cooperate with CUSTOMER regarding such audits;

(j) VENDOR shall cease Processing Personal Data and Company Data and return, or securely delete or destroy, or cause or arrange for the [return, or secure deletion or destruction of, all Personal Data and Company Data subject to the Agreement and this Rider, including all originals and copies of such Personal Data and Company Data in any medium and any materials derived from or incorporating such Personal Data and Company Data, upon the expiration or earlier termination of the Agreement, or when there is no longer any legitimate business need (as determined by CUSTOMER) to retain such Personal Data and Company Data, or otherwise on the instruction of CUSTOMER, but in no event later than ten (10) days from the date of such expiration, earlier termination, expiration of the legitimate business need, or instruction. If applicable law prevents or precludes the return or destruction of any Personal Data or Company Data, VENDOR shall notify CUSTOMER of such reason for not returning or destroying such Personal Data and Company Data and shall not Process such Personal Data and Company Data thereafter without CUSTOMER's express prior written consent. VENDOR's obligations under this Rider to protect the security of Personal Data and Company Data shall survive termination of the Agreement.

(k) To the extent that VENDOR is afforded regular access in any way to "Cardholder Data" as defined below and for so long as it has such access, the following requirements shall apply with respect to the Cardholder Data; provided, that the parties do anticipate that VENDOR will have access to any Cardholder Data:

(i) VENDOR represents that it is presently in compliance and will remain in compliance with the Payment Card Industry Data Security Standard ("PCI Standard"), and all updates to PCI Standard, developed and published jointly by American Express, Discover, MasterCard and Visa ("Payment Card Brands") for protecting individual credit and debit card account numbers ("Cardholder Data").

(ii) VENDOR acknowledges that Cardholder Data is owned exclusively by CUSTOMER, credit card issuers, the relevant Payment Card Brand, and entities licensed to process credit and debit card transactions on behalf of CUSTOMER, and further acknowledges that such Cardholder Data may be used solely to assist the foregoing parties in completing a transaction, supporting a loyalty program, providing fraud control services, or for other uses specifically required by law, the operating regulations of the Payment Card Brands, or this Agreement.

(iii) To the extent Cardholder Data is regularly maintained on the premises or property of VENDOR, VENDOR shall maintain a business continuity plan addressing the possibility of a potential disruption of service, disaster, failure or interruption of its ordinary business process, which business continuity plan provides for appropriate back-up facilities to ensure VENDOR can continue to fulfill its obligations under the Agreement.

(iv) VENDOR agrees that, in the event of a Data Security Incident arising out of or relating to VENDOR's premises or equipment contained thereon, VENDOR shall afford full cooperation and access to VENDOR's premises, books, logs and records by a designee of the Payment Card Brands to the extent

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necessary to perform a thorough security review and to validate VENDOR's compliance with the PCI Standards; provided, that such access that be provided during regular business hours and in such a manner so as to minimize the disruption of VENDOR's operations.

(l) To the extent that the VENDOR processes personal information of California residents as such terms are defined in the California Consumer Privacy Act of 2018, as amended (Cal. Civ. Code §§ 1798.100 to 1798.199.95), the terms and conditions set forth in Schedule D of this Rider shall apply.

(m) To the extent that VENDOR processes personal data of Connecticut consumers as such terms are defined in An Act Concerning Personal Data Privacy and Online Monitoring (Public Act No. 22-15), the terms and conditions of Schedule E shall apply.

(n) VENDOR represents that the security measures it takes in performance of its obligations under the Agreement and this Rider are, and will at all times remain, at the highest of the following: (a) Privacy & IT Security Best Practices (including, but not limited to, National Institute of Standards and Technology ("NIST") SP 800-53, International Organization for Standardization ("ISO") 27001/27002, Control Objectives for ("COBIT") framework, Center for Internet Security ("CIS") Security Benchmarks, and Top 20 Critical Controls) and (b) any security requirements, obligations, specifications, or event reporting procedures set forth in Schedule A.

(o) In addition to any other insurance required to be provided by VENDOR hereunder, VENDOR shall also provide the Cyber-Insurance coverage meeting the requirements specified in Schedule B, attached hereto and made part hereof. VENDOR shall also comply with the terms and conditions in Schedule B as they relate to any insurance required to be provided by VENDOR pursuant to this Agreement.

(p) Notwithstanding anything in the Agreement or this Rider to the contrary, VENDOR shall indemnify, defend and hold CUSTOMER, its affiliates, and their respective employees, officers, representatives and contractors, harmless from and against all Losses caused by, resulting from, or attributable to VENDOR's breach or violation of applicable laws, regulations or any of the terms and conditions of this Rider. VENDOR's obligation to indemnify, defend, and hold harmless shall survive termination or expiration of the Agreement and this Rider.

(q) Failure by VENDOR to comply with any requirement of this Rider shall constitute a material breach of the Agreement and a VENDOR default thereunder. CUSTOMER shall be allowed to terminate the Agreement, and CUSTOMER shall have all rights and remedies provided by law or equity under the Agreement and this Rider.

[Signature page follows]

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IN WITNESS WHEREOF, CUSTOMER and VENDOR have caused their representatives to execute and deliver this Privacy and Data Security Rider.

CUSTOMER

VENDOR

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

[Signature page to Privacy and Data Security Rider]

LGL

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Schedule A

General Security Requirements

(a) The following definitions are relevant to this General Security Requirements Schedule:

(i) "Cyber-infrastructure" means electronic information and communication systems and services, as well as the information contained therein. These systems, both those housed within facilities as well as those that are cloud-based, be they proprietary or third-party, in any manner, are comprised of hardware and software for processing (creating, accessing, modifying and destroying), storing (on magnetic, electronic or other formats) and sending (shared use and distribution) information, or any combination of said elements that include any type of electronic device such as, without limitation, standard computers (desktop/laptop) with internet connections, digital storage methods used on computers (e.g. hard drives), mobiles, smartphones, personal digital assistants, data storage media, digital and video cameras (including CCTV), GPS systems, etc.

(ii) "Protected Information" means Personal Data and Company Data as defined in the Rider.

(iii) Capitalized terms not otherwise defined in this Schedule shall have the meaning set forth in the Rider.

(b) VENDOR must, always, know the level of information protection that should be afforded to the Protected Information as well as the corresponding standards and applicable laws and regulations, and it shall adopt the Technical and Organizational Measures adequate thereto. VENDOR shall, at least, maintain Technical and Organizational Measures consistent with the type of Protected Information being processed and the services being provided by VENDOR, to secure Protected Information, which measures shall implement industry accepted protections which include physical, electronic and procedural safeguards to protect the Protected Information supplied to VENDOR against any Data Security Incident or other security incident, and any security requirements, obligations, specifications or event reporting procedures set forth in the Agreement, the Rider or this Schedule. As part of such security measures, VENDOR shall provide a secure environment for all Protected Information and any hardware and software (including servers, network, and data components) to be provided or used by VENDOR as part of its performance under the Agreement on which Protected Information is contained.

(c) When the scope of the Agreement implies the use or connection of VENDOR's Cyber-infrastructure to that of CUSTOMER, the VENDOR shall have reasonable Technical and Organizational Measures for its protection and for the prevention of any Data Security Incident.

(i) The connection between the CUSTOMER's and the VENDOR's network is not permitted, unless expressly agreed to in writing, in which case it must be done by establishing encrypted and authenticated virtual private networks, and the number of interconnection points between the two

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networks must be the minimum that is compatible with the required level of availability. The connection to the VENDOR's network shall be removed as soon as there is no need for it.

(ii) Direct user connections from the VENDOR to CUSTOMER's network are not permitted, unless authorized in writing by CUSTOMER and only for a limited period of time.

(iii) If the Agreement is fully or partially performed at the VENDOR's premises or property, the VENDOR must establish mechanisms and procedures for physical access to said premises or property to prevent unauthorised persons from accessing Cyber-infrastructure or Protected Information.

(d) VENDOR shall establish mechanisms and procedures for identifying, authenticating and controlling logical access necessary to prevent unauthorised persons from accessing its Cyber-infrastructure elements and CUSTOMER's Protected Information, and, in particular:

(i) VENDOR will have procedures based on the principle of least privilege when granting, assigning and withdrawing authorized access and permissions to its personnel or the personnel of its subcontractors, where applicable, including privileged users or administration taking into account the need for the use, the confidentiality of the Protected Information and the resources for the performance of their tasks;

(ii) VENDOR will maintain an updated inventory of the access granted and will withdraw access from personnel who cease working in connection with the Agreement within a period of less than twenty-four (24) hours. Credentials must always be encrypted when stored and transmitted; and

(iii) VENDOR shall have policies and procedures that ensure the strength of the passwords and that they are updated regularly. Passwords shall be changed during the installation processes of new hardware or software. VENDOR's default passwords shall be changed.

(e) VENDOR shall implement Technical and Organisational Measures necessary to ensure operational continuity under applicable service level agreements (including but not limited to contingency plans, backup and recovery procedures). In particular:

(i) VENDOR shall make backup copies of the Protected Information as frequently as is required for the services being provided by VENDOR and according to the nature of the data, establishing the appropriate procedures and mechanisms to ensure that the data can be retrieved, that only authorised VENDOR personnel can access it and that they are transferred and stored in such a way as to prevent access or manipulation by unauthorised persons; and

(ii) The same security measures shall apply to backups as to the original Protected Information.

(f) In the event that CUSTOMER has expressly authorized VENDOR to use its own IT equipment for accessing CUSTOMER's Cyber-infrastructure, the VENDOR shall guarantee and undertake

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that there are adequate security measures to protect the stationary or portable IT equipment and mobile devices used to access such Cyber-infrastructure or for storing, processing or transmitting the Protected Information, including but not limited to:

- (i) Automatic locking if the device is left unattended for a certain period of time. User authentication will be required for unlocking.
- (ii) Protection against malicious software and known vulnerabilities.
- (iii) Updating the operating system as often as the vendor requires.

The VENDOR shall maintain an action procedure should the equipment or device be lost or stolen, ensuring, to the maximum extent possible that the event be communicated promptly, Protected Information be deleted safely in accordance with recognised standards, and access to CUSTOMER's systems or systems containing CUSTOMER's Protected Information be suspended.

Before equipment is reused or replaced, the VENDOR must protect, or if applicable remove, all the Protected Information stored on it, ensuring that unauthorised personnel or third parties cannot access or recover it.

(g) The VENDOR shall establish adequate procedures to guarantee protection against loss or unauthorised processing of files, computer media and paper documents containing Protected Information and guarantee that they are destroyed when the reasons for their creation no longer apply. Extracting data from a file and downloading it to a server or delivering it electronically is considered equivalent to computer media for the purposes of complying with these measures.

AVANGRID may request information concerning any Processing of Protected Information by the VENDOR.

(h) The VENDOR shall include security measures appropriate to the nature of the Protected Information Processed in developing, maintaining and testing the equipment that will be used to perform the services being provided by VENDOR. The VENDOR will adopt secure code development standards and ensure that no real data is used in test environments. If necessary, CUSTOMER's express written authorisation will be required, and the same security measures required for the work environment will be applied to these test environments.

(i) When the scope of the Agreement includes the supply of equipment and/or materials, the VENDOR shall prove that best security practices and standards have been applied for the design, fabrication, maintenance, and, where applicable, installation of the supplied equipment and/or materials, including its components.

For any such equipment and/or materials with information processing capacity or network connectivity options:

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(i) The VENDOR shall provide evidence or certificates that guarantee design security, firmware/software updates and malware protection.

(ii) The VENDOR shall conduct periodic analyses of vulnerabilities and inform CUSTOMER about any necessary updates, especially those that affect security.

(iii) All internet connected devices shall be protected with adequately complex passwords that can be changed by CUSTOMER.

(iv) The configuration of devices, equipment and materials shall be adjustable exclusively according to AVANGRID's needs, and any unnecessary functionality deactivated. Should the VENDOR conduct any configuration, documentation to that effect shall be provided.

(j) VENDOR should fully implement the mitigation actions available on the APTs Targeting IT Service Provider CUSTOMERS site page to protect against this malicious activity. VENDOR should implement the following specific actions:

(i) Apply the principle of least privilege to their environment, which means customer data sets are separated logically, and access to client networks is not shared;

(ii) Implement robust network and host-based monitoring solutions that looks for known malicious activity and anomalous behaviour on the infrastructure and systems providing client services;

(iii) Ensure that log information is aggregated and correlated to enable maximum detection capabilities, with a focus on monitoring for account misuse; and

(iv) Work with CUSTOMER to ensure hosted infrastructure is monitored and maintained, either by the service provider or the client.





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Schedule B

Cyber-Insurance Requirements

(a) VENDOR shall during the term of the Agreement have and maintain the following insurance coverage:

(i) Cyber Errors and Omissions Policy providing coverage, on a per occurrence basis, for acts, errors, omissions, and negligence of employees and contractors giving rise to potential liability, financial and other losses relating to data security and privacy, including cost of defense and settlement, in an amount of at least \$10 million dollars, which policy shall include coverage for all costs or risks associated with:

- 1) violations of data privacy or data security laws and regulations; and
- 2) cyber risks, including denial-of-service attacks, risks associated with malware and malicious code, whether designed to interrupt a network or provide access to private or confidential information; and
- 3) other risks specific to the work performed by VENDOR as shall be identified by CUSTOMER.

(ii) Such coverage shall be furnished by an insurance company with an A.M. Best Financial Strength Rating of A- or better, and which is otherwise reasonably acceptable to CUSTOMER.

(b) VENDOR warrants that the scope of all coverage evidenced to the CUSTOMER pursuant to this Agreement shall be the sole responsibility of the VENDOR to maintain at committed to levels required by this document and VENDOR, in any event of a loss, will take full responsibility for the payment of any policy deductible, self-insured retention, premium or retrospective premium obligation necessary to maintain coverage, and shall include coverage for any indemnification and hold harmless agreements made by the VENDOR pursuant to the Data Security Rider. VENDOR's failure to pay the applicable deductible, self-insured retention, or retrospective premium shall constitute a material breach of this Agreement, with damages equal to at least the amount of insurance lost or not provided due to such breach.

(c) All insurance coverage(s) provided by VENDOR pursuant to this Agreement shall be primary and non-contributing with respect to any other insurance or self-insurance which may be maintained by the CUSTOMER.





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Schedule C

Acceptable Use Requirements

The intent of this Schedule is to document requirements as they pertain to the Acceptable Use of the Electronic Devices and Cyber-infrastructure of Avangrid, Inc. and any of its subsidiaries (hereinafter "Avangrid") by contractors, consultants or other third parties.

Employees and other persons acting on behalf of Avangrid vendors shall be required to read, acknowledge their understanding of, and commit to comply with these Avangrid Acceptable Use Requirements.

Definitions

- A **User** is defined as any contractor, consultant or other third parties, including any employee of an Avangrid vendor, with access to or using Avangrid Electronic Devices or Cyber-infrastructure.
- **Cyber-infrastructure** Includes electronic information and communications systems and services, and the information contained in these systems and services. Those systems and services are composed of all hardware and software that process (creation, access, modification, and destruction), store (paper, magnetic, electronic, and all other media types), and communicate (sharing and distribution) information, or any combination of these elements.
- **Electronic Devices** include standard computer (workstation desktop/ laptop) with network connections, digital storage media used in standard computers (e.g. hard drives), telephone and voicemail systems, mobile phones, smartphones, tablets, Personal Digital Assistants (PDA), End Point Storage Devices (EPSD), digital and video cameras (including CCTV), mobile navigation systems, printers, photocopiers and scanners, fax machines, and all other similar of associated devices, etc.
 - **Avangrid Electronic Devices** are Electronic Devices owned and managed by Avangrid.
 - **Personally Owned Devices (POD)** are Electronic Devices (e.g. smart phones, tablets, laptops) privately owned and managed by Users.
 - **End Point Storage Devices (EPSD)** applies to the storage of data on devices that can be connected either by a USB drive, data cable or by wireless connection direct to any computing equipment within Avangrid, e.g. USB sticks, drives, thumb nails, pen drives, flash drives, memory cards, etc.

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1. Requirements and Practices

1.1 Electronic Devices

Avangrid Electronic Devices and resources are property of Avangrid and may be provided to Users for the pursuit of their professional activity.

1.1.1 The determining authority and responsibility for issuance of an Electronic Device shall rest with the Avangrid Business Area Leader (BAL) or department hiring manager.

1.1.2 Avangrid Electronic Devices shall be provided to Users configured with the required security hardware and software protections.

a. Compromising or interfering with the Electronic Devices' operating system, hardware, software or protection mechanisms is prohibited.

1.1.3 Users shall be responsible for the appropriate use of authorized Electronic Devices in accordance with their duties and responsibilities, including, but not limited to:

a. Protecting Electronic Devices from misuse.

b. Logging off or protecting Electronic Devices with a screen and/or keyboard locking mechanism, when unattended and when not in use.

i. Desktop and laptop computers shall be switched off or hibernating when unattended for a period more than one hour and always at the end of the workday.

ii. Desktop and laptop computer screens shall be locked by Users always when unattended.

c. Taking the following preventative measures to ensure that any Electronic Devices used to connect to Avangrid's Cyber-infrastructure are physically secured by:

i. Protecting Avangrid assets from unauthorized access and use by others,

ii. Leaving Electronic Devices in secured locations (e.g. locked cabinet or drawer, locked rooms in locked buildings as applicable),

iii. Not leaving Electronic Devices in plain view in unattended vehicles,

iv. Not leaving Electronic Devices in vehicles overnight,

v. Carrying laptops as hand luggage when traveling,

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- vi. Positioning Electronic Devices so that they (and the information displayed) are not visible from outside a ground floor window, and
 - vii. Positioning the display screen of Electronic Devices such that it cannot be viewed by others in public places (e.g. train, aircraft, restaurants, etc.).
- 1.1.4 Users shall follow Avangrid procedures for immediately reporting lost, compromised, or stolen Electronic Devices.
- a. The User shall notify the Service (Help) Desk and their Avangrid contact.
- 1.1.5 User shall follow Avangrid procedures for the return of Avangrid owned Electronic Devices when the use of those devices is deemed no longer necessary.
- a. Users shall return all Avangrid Electronic Devices to their Avangrid contact immediately upon separation/ termination, which shall be responsible for collecting all Avangrid Electronic Devices.
- 1.1.6 The use of hot desks/ shared network access equipment shall be reserved for Users who do not regularly require the use of a portable Electronic Device (e.g. laptop) for their professional activities.
- a. Users of hot desks/shared network access shall have a current network login.

1.2 Connection to Avangrid Cyber-infrastructure

- 1.2.1 All Electronic Devices which connect to the Avangrid Cyber-infrastructure network shall be Avangrid approved assets which have been configured in accordance with Avangrid standard configurations.
- a. Non-Avangrid approved Electronic Devices shall not connect directly to the Avangrid Cyber-infrastructure (e.g. through Ethernet connection).
 - b. Wireless connections from an Avangrid office shall only be accomplished through Avangrid Electronic Devices and the Avangrid supported wireless infrastructure.
 - c. Guest wireless network accounts shall only be supplied on 'as-need-be-basis' following Avangrid approval processes.
 - d. Remote desk connections shall only be supplied on 'as-need-be-basis' following Avangrid approval processes.





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1.3 Use of Mobile Devices (for Remote Access)

- 1.3.1 The determining authority and responsibility for issuance of a mobile electronic device to perform Avangrid professional activities; access the Avangrid Cyber-infrastructure or store/transmit Avangrid information/data remotely shall rest with the Avangrid Business Area Leader (BAL) or department hiring manager.
- a. Users shall remotely access Avangrid's Cyber-infrastructure utilizing only authorized hardware, software and access control standards (e.g. Avangrid approved VPN technology for Avangrid Electronic Devices or Citrix client).
 - b. At no time shall a remote User initiate two simultaneous connections to different networks (e.g., no split tunneling and no multi-homed connection).
 - c. Avangrid issued SIM cards shall not be swapped or used in non-Avangrid issued Electronic Devices.
 - d. Configuring a non-Avangrid issued Electronic Device for connection to the Avangrid corporate email system is strictly prohibited.
 - e. Users should be aware that Avangrid may monitor emails sent from and to non-Avangrid issued devices.

1.4 Personally Owned Devices

- 1.4.1 The use of Personally Owned Devices for access to and/or handling of Avangrid information/data and Avangrid Cyber-infrastructure is prohibited.

1.5 Treatment of Software and Applications

- 1.5.1 The acquisition and installation of software on Avangrid Electronic Devices shall be made using approved methods.
- a. All access to company software and/or applications shall be subject to formal request and approval processes.
- 1.5.2 Users shall be prohibited from introducing or installing any unauthorized software, content or material.
- 1.5.3 The installation of any type of network access program peer (P2P) or similar (e.g., BitTorrent, Emule), as well as any other application for file sharing that could saturate Internet bandwidth, prevent access to other Users or slow down connections to technology and information resources is prohibited.

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- 1.5.4 Intellectual property, licensing and regulatory requirements shall be observed always. Downloading, obtaining, copying or redistributing materials protected by copyright, trademark, trade secret or other intellectual property rights (including software, music, video, images) is prohibited, even where such material is to be used for the pursuit of the professional activity.
- a. Where materials protected by copyright, trademark, trade secret or other intellectual property rights are required for the pursuit of an Avangrid professional activity the appropriate license/permission shall be obtained prior to use.

1.6 Treatment of Information/Data

- 1.6.1 Information/data assets obtained or created during the engagement with Avangrid are the property of Avangrid and shall be treated in accordance with the applicable Agreement and Data Security Rider.
- 1.6.2 The storage of Avangrid information/data on Personally Owned Devices or non-Avangrid controlled or authorized environments, including non-authorized Electronic Devices is prohibited. Users shall not store AVANGRID owned information/data on devices that are not issued by AVANGRID unless explicitly and contractually agreed by both parties.
- 1.6.3 Where access to Personal Data is part of a Users' professional role and responsibilities, access shall be treated in accordance with all applicable data protection and/or privacy law(s) and regulation(s) and under strict access and usage guidelines.
- 1.6.4 Corporate storage spaces and network resources shall be used for file storage and/or exchange of professional information.
- 1.6.5 Users shall store and share information/data in accordance with the terms and conditions with Avangrid and any applicable Data Security Rider.
- 1.6.6 Use of an End Point Storage Device (EPSD) (e.g., USB) shall be limited to those devices acquired through the Information Technology (IT) request process (e.g. ITSM/ServiceNow).
- 1.6.7 Printed information/data (hard copy) shall be:
- a. Stored based on critically, e.g., hardcopy containing confidential and/or sensitive information/data shall be locked away when not required (or not in use).
 - b. Discarded, when no longer needed, based on criticality, e.g. confidential and/or sensitive hardcopy shall be shredded.
 - c. To be removed from printers, fax machines, copier rooms, and conference/ meeting rooms immediately.

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1.7 User Access Credentials and Passwords

- 1.7.1 Requests for access shall be made following access provisioning procedures.
- 1.7.2 Applications and network resources access shall be activated\deactivated in accordance with Avangrid activation\ deactivation procedures.
- 1.7.3 Users requiring duly justified privileged access rights will be assigned a specific "Privileged User ID"
 - a. Privileged User IDs shall be reviewed and confirmed at least semi-annually.
 - b. Regular professional activities shall not be performed from a privileged ID.
- 1.7.4 Users shall use strong, complex passwords and securely maintain secret authentication information (e.g. passwords, cryptographic keys, smart cards that produce authorization codes), including:
 - a. Not sharing or disclosing their Avangrid credentials (log on IDs-user names and/or passwords) with others inside or outside the company.
 - b. Keeping secret authentication information confidential, ensuring that it is not divulged to any other parties, including senior management and technical support.
 - c. Not recording (e.g. on paper, software file or hand-held device) secret authentication information, unless this can be stored securely, and the method of storing has been approved (e.g. password vault) by Corporate Security.
 - d. Changing secret authentication information when there is any indication of a possible compromise.
 - e. Reporting any incidents or suspected compromises by following Avangrid incident reporting procedures.

1.8 Internet Use and Social Media

- 1.8.1 Avangrid may make available internet access to users depending on their role and responsibilities.
 - a. Internet access shall be provided as a tool for business purposes, shall be used with moderation and shall be proportional to the work being undertaken.
 - b. Access to restricted websites shall be enabled at the discretion of Avangrid and shall be

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provisioned following the security exception process.

c. Only Avangrid approved surfing software shall be used to access the Internet.

1.8.2 A moderate and proportional use of the internet shall be allowed for non-professional activities, although web surfing is expressly prohibited for:

- a. Accessing or posting of any racist or sexual content or any material that is offensive or defamatory in nature.
- b. Accessing games, downloading video, music (MP3 or another format), or downloading any other files not related to the Avangrid related responsibilities.

1.8.3 Limited and occasional use of Avangrid Electronic Devices and resources to engage in Social Networking and Blogging is acceptable, provided that:

- a. It is done in a professional and responsible manner.
- b. It does not violate the Code of Ethics or any relevant Avangrid policy, procedure or rule.
- c. It is not detrimental to Avangrid's best interests.
- d. It does not interfere with regular work duties.
- e. There is no breach of the prohibitions identified in these requirements.

1.8.4 Avangrid reserves the right to determine which websites and social media platforms can be accessible through Avangrid Electronic Devices or Cyber-infrastructure.

1.9 E-mail Use

1.9.1 All information created, sent, or received via Avangrid's e-mail system(s), including all e-mail messages and electronic files shall be the property of Avangrid.

1.9.2 Avangrid reserves the right to monitor, inspect and access such emails and electronic files.

1.9.3 The forwarding of Avangrid owned information/data to a personal e-mail account is prohibited.

1.9.4 Removing or circumventing any of the security controls enforced on the company email system (e.g. SPAM filtering, automatic email disclaimers, etc.) is prohibited.

1.9.5 Users shall not permit others to use their e-mail accounts. Based on user established permissions; calendars and/or mailboxes may be shared.

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- 1.9.6 Limited use of an Avangrid e-mail account for personal purposes shall be regarded as acceptable provided that:
- a. Use does not interfere with the normal performance of professional duties.
 - b. Messaging does not violate applicable laws, regulations, the Code of Ethics, or Avangrid policies.
 - c. Use is moderate both in terms of frequency and amount of memory and resources consumed.
- 1.9.7 Avangrid e-mails or messages containing company information/ data shall not be forwarded to external parties except where there is a specific business 'need to know'.
- 1.9.8 Avangrid electronic messaging shall not be used for transmitting, retrieving or storing any messages, files or attachments which constitute:
- a. Harassing or discriminatory messages which relate to gender, race, sexual orientation, religion, disability or other characteristics protected by applicable laws and regulations.
 - b. Defamatory messages which adversely affect the reputation of a person or company.
 - c. Messages that violate copyright, trademark, trade secret or other intellectual property rights.
 - d. Obscene materials or images of a sexual nature.
 - e. Files or documents of an indeterminate origin or that, for any reason, may include computer viruses or in any way breach the security systems of the company or the recipient of the file or document, or may damage their IT systems.
 - f. Any material or images that might reasonably be expected to cause personal offense to the recipient.
 - g. Messages in violation of applicable laws, regulations, the Code of Ethics, or Avangrid policies.
- 1.9.9 The retention period for e-mail messages shall be 18 months. Once the retention period has been reached, emails shall be automatically eliminated from the user's mailbox.
- a. a. Users shall store messages and/or associated attachments in Avangrid provided network folders. Storage of messages and/or associated attachments on hard drives in .pst (personal mail folders) folders is prohibited.
- 1.9.10 Users shall report suspicious email messages (e.g., spam, phishing, etc.) the Service (Help) Desk

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and/or using the reporting tool REPORTER, available in Outlook.

1.10 Incident reporting

- 1.10.1 Users shall immediately report any unusual activity, incident or suspected event following Avangrid incident reporting procedures (e.g., Service (Help) Desk, REPORTER, etc.)

1.11 Contract Termination

- 1.11.1 Avangrid Electronic Devices assigned to or in the possession of a User shall be returned to Avangrid on or before the contract termination date or whenever it is determined that the use of the Electronic Device is no longer necessary. This includes the return of facility access badges.
- 1.11.2 Access to Cyber-infrastructure shall be deactivated (revoked) on or before a User's termination date in accordance with Avangrid access management processes.

2. No Expectation of Privacy

All contents of the Avangrid Electronic Devices and Cyber-infrastructure are the property of the company. Therefore, Users should have no expectation of privacy whatsoever in any e-mail message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on Avangrid's Electronic Devices or Cyber-Infrastructure.

3. Monitoring

- 3.1 Avangrid reserves the right to use monitoring controls, including software, to ensure compliance with these Acceptable Use Requirements document, and to record and/or monitor one or more Users' Electronic Devices and resources, e-mails and/or internet activity in accordance with regulatory and legal requirements.
- a. This includes the right to monitor, intercept, access, record, disclose, inspect, review, retrieve, print, recover or duplicate, directly or through third parties designated for such purpose, any information/data contained on and any uses of the Electronic Devices and Cyber-Infrastructure. Avangrid may store copies of such information/data for a period of time after they are created and may delete such copies from time to time without notice. Users consent to such monitoring by acknowledging these requirements and using the Electronic Devices and Cyber-Infrastructure.
 - b. Accordingly, Users should not harbor any expectation of privacy in respect to the use of Avangrid Electronic Devices or Cyber-Infrastructure and should not consider the data contained on them as private.

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- 4.2 Monitoring may take place at any time and without the need to notify or inform the User in advance, taking into consideration legal or regulatory limitations, where applicable.

4. Non Compliance

Violation and non-conformance to this guidance by third party workers may result in appropriate actions, including contract termination.





AVANGRID Privacy and Data Security Rider

Schedule D

CCPA Contract Clauses for Service Providers

1. Definitions. The following definitions and rules of interpretation apply in this Schedule:
 - a. "Agreement" has the meaning set forth in the Rider.
 - b. "CCPA" means the California Consumer Privacy Act of 2018, as amended, including by the California Privacy Rights Act of 2020 (2020 Cal. Legis. Serv. Proposition 24) (Cal. Civ. Code §§ 1798.100 to 1798.199.95), the CCPA Regulations (Cal. Code Regs. tit. 11, §§ 7000 to 7102), and any related regulations or guidance provided by the California Attorney General. Terms defined in the CCPA, including personal information and business purposes, carry the same meaning in this Schedule.
 - c. "Contracted Business Purposes" means the services described in the Agreement or the Rider for which the service provider receives or accesses personal information.
 - d. "CUSTOMER" has the meaning set forth in the Rider.
 - e. "Rider" means the Privacy and Data Security Rider to which this Schedule is appended.
 - f. "VENDOR" has the meaning set forth in the Rider.
2. Scope of Application

This Schedule applies only where, and to the extent that, VENDOR processes personal information that is subject to the CCPA on behalf of CUSTOMER in connection with the Agreement.

3. Service Provider's CCPA Obligations
 - a. Personal information is disclosed by CUSTOMER to VENDOR only for the specific Contracted Business Purposes. VENDOR will only collect, use, retain, or disclose personal information for the Contracted Business Purposes for which CUSTOMER provides or permits personal information access and in accordance with CUSTOMER's instructions.
 - b. VENDOR will not sell or share personal information.
 - c. VENDOR will not use, retain or disclose personal information for VENDOR's own commercial purposes or in a way that does not comply with the CCPA. If a law requires the VENDOR to disclose personal information for a purpose unrelated to the Contracted Business Purpose, the VENDOR must first inform the CUSTOMER of the legal requirement and give the CUSTOMER an opportunity to object or challenge the requirement, unless the law prohibits such notice.
 - d. VENDOR will not use, retain or disclose personal information outside of the direct business relationship between VENDOR and CUSTOMER.
 - e. VENDOR will not combine personal information that it receives from, or on behalf of, CUSTOMER with personal information it receives from, or on behalf of, another person or persons, or collects from its own interactions with the consumer.

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- f. VENDOR will limit personal information collection, use, retention, and disclosure to activities reasonably necessary and proportionate to achieve the Contracted Business Purposes.
 - g. VENDOR must promptly comply with any CUSTOMER request or instruction requiring the VENDOR to provide, amend, transfer, or delete the personal information, or to stop, mitigate, or remedy any unauthorized processing, including any unauthorized use, of personal information.
 - h. If the Contracted Business Purposes require the collection of personal information from individuals on the CUSTOMER's behalf, VENDOR will always provide a CCPA-compliant notice at collection that the CUSTOMER specifically pre-approves in writing. VENDOR will not modify or alter the notice in any way without the CUSTOMER's prior written consent.
 - i. If VENDOR determines that it can no longer meet its obligations under the CCPA, VENDOR must promptly notify CUSTOMER.
- 4. Assistance with Customer's CCPA Obligations
 - 1. VENDOR will reasonably cooperate and assist CUSTOMER with meeting the CUSTOMER's CCPA compliance obligations and responding to CCPA-related inquiries, including responding to verifiable consumer requests, taking into account the nature of VENDOR's processing and the information available to VENDOR.
 - 2. VENDOR must notify CUSTOMER immediately if it receives any complaint, notice, or communication that directly or indirectly relates either party's compliance with the CCPA. Specifically, VENDOR must notify the CUSTOMER within 2 working days if it receives a verifiable consumer request under the CCPA.
- 5. Subcontracting
 - a. If CUSTOMER authorizes VENDOR to engage subcontractors in accordance with the terms of the Agreement and the Rider, any subcontractor used must qualify as a service provider under the CCPA and VENDOR cannot make any disclosures to the subcontractor that the CCPA would treat as a sale or share.
 - b. For each subcontractor used, VENDOR will:
 - i. Promptly notify CUSTOMER of the engagement.
 - ii. Engage the subcontractor pursuant to a written contract binding the subcontractor to observe all the requirements set forth in the Rider and this Schedule.
 - iii. Provide CUSTOMER with the following information: the subcontractor's name, address, and contact information, the type of services to be provided by the subcontractor, and the personal information categories to be disclosed to the subcontractor.
 - a. VENDOR remains fully liable to the CUSTOMER for the subcontractor's performance of its agreement obligations.

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- b. Upon the CUSTOMER written request, VENDOR will audit a subcontractor's compliance with its personal information obligations and provide the CUSTOMER with the audit results.
- 6. CCPA Warranties and Certification
 - a. When collecting, using, retaining, disclosing or, in general, processing personal information, VENDOR will comply with all applicable requirements of the CCPA and provide the same level of privacy protection as required by the CCPA.
 - b. VENDOR certifies that it understands this Schedule's and the CCPA's restrictions and prohibitions on selling and sharing personal information and retaining, using, or disclosing personal information outside of the parties' direct business relationship, and it will comply with them.

APPENDIX A

Personal Information Processing Purposes and Details

Personal Information Categories: The Agreement involves the following types of personal information, as defined and classified in CCPA

Personal Information Category	Examples	Processed under this Agreement
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	[YES/NO]
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	[YES/NO]
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	[YES/NO]

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D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	[YES/NO]
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	[YES/NO]
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	[YES/NO]
G. Geolocation data.	Physical location or movements.	[YES/NO]
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	[YES/NO]
I. Professional or employment-related information.	Current or past job history or performance evaluations.	[YES/NO]
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	[YES/NO]
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	[YES/NO]

Sensitive Personal Information Category	Processed under the Agreement
Social security, driver's license, state identification card, or passport number.	[YES/NO]
Log-in, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account.	[YES/NO]

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Precise geolocation.	[YES/NO]
Racial or ethnic origin, religious or philosophical beliefs, or union membership.	[YES/NO]
Mail, email, or text messages contents not direct to CUSTOMER	[YES/NO]
Genetic data.	[YES/NO]
Unique identifying biometric information	[YES/NO]
Health information	[YES/NO]

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AVANGRID Privacy and Data Security Rider

Schedule E

Connecticut Privacy Act Clauses for Processors

1. Definitions. The following definitions and rules of interpretation apply in this Schedule:
 - a. "Agreement" has the meaning set forth in the Rider.
 - b. "Connecticut Privacy Act" means Connecticut Act Concerning Personal Data Privacy and Online Monitoring (Public Act No. 22-15). Terms defined in the Connecticut Privacy Act, including personal data and processing, carry the same meaning in this Schedule.
 - c. "CUSTOMER" has the meaning set forth in the Rider.
 - d. "Rider" means the Privacy and Data Security Rider to which this Schedule is appended.
 - e. "VENDOR" has the meaning set forth in the Rider.
2. Scope of Application

This Schedule applies only where, and to the extent that, VENDOR processes personal data that is subject to the Connecticut Privacy Act on behalf of CUSTOMER in connection with the Agreement.

1. Personal data processing by VENDOR
 - a. The instructions for the processing of the personal data, the nature and purpose of the processing of the personal data, the type of personal data subject to the processing and the duration for the processing are set forth in section (d)(ii) of the Rider.
 - b. The rights and obligations of CUSTOMER and VENDOR with respect to the processing of personal data are set forth in the Rider and this Schedule.
2. Processor's Connecticut Privacy Act Obligations
 - a. VENDOR will ensure that each person processing personal data is subject to a duty of confidentiality with respect to the data.
 - b. At CUSTOMER's direction, VENDOR shall delete or return all personal data to the CUSTOMER as requested at the end of the provision of the services, unless retention of data is required by law.
 - c. Upon reasonable request from CUSTOMER, VENDOR shall make available to CUSTOMER all information in its possession necessary to demonstrate the processor's compliance with the obligations in sections 1 to 11, inclusive, of the Connecticut Privacy Act.
 - d. VENDOR shall, allow, and cooperate with, reasonable assessments by CUSTOMER or CUSTOMER's designated assessor, or the VENDOR may, at its own cost, arrange for a qualified and independent assessor to conduct an assessment of the VENDOR's policies and technical and organizational measures in support of the obligations under sections 1

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to 11, inclusive, of the Connecticut Privacy Act, using an appropriate and accepted control standard or framework and assessment procedure for such assessments, and provide a report of such assessment to CUSTOMER upon request.

3. Subcontracting
 - c. If CUSTOMER authorizes VENDOR to engage subcontractors in accordance with the terms of the Agreement and the Rider, any subcontractor engaged by VENDOR to process personal data shall be engaged pursuant to a written contract that requires the subcontractor to meet the obligations of VENDOR with respect to personal data.
2. Connecticut Privacy Act Warranties
 - a. VENDOR will comply with all applicable requirements of the Connecticut Privacy Act when processing personal data.



APPENDIX Q Certifications

Contractor certifies, by and through its authorized representative, that:

1. Contractor, and each Affiliate of such Contractor, has not:
 - a. Been indicted or convicted in any jurisdiction.
 - b. Been suspended, debarred, found not responsible or otherwise disqualified from entering into contracts for failure to meet prequalification standards.
 - c. Had a contract terminated for breach of contract or for any cause related directly or indirectly to an indictment or conviction.
 - d. Changed its name and/or Employer Identification Number (taxpayer identification number) following its having been indicted, convicted, suspended, debarred or otherwise disqualified, or had a contract terminated as more fully provided in (1), (2) and (3) above.
 - e. Ever used a name, trade name or abbreviated name, or an Employer Identification Number different from that in the applicable contract or agreement.
 - f. Been denied a contract for failure to provide the required security, including bid, payment or performance bonds or any alternative security deemed acceptable by the agency letting the contract.
 - g. Failed to file any required tax returns or failed to pay any applicable federal, state or local taxes.
 - h. Had a lien imposed upon its property based on taxes owed and fines and penalties assessed.
 - i. Been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, including an inspector general of a governmental agency or public authority.
 - j. Had any sanctions imposed as a result of a judicial or administrative proceeding with respect to any professional license held or with respect to any violation of a federal, state or local environmental law, rule or regulation.
 - k. Shared space, staff, or equipment with any business entity.
2. Contractor and its subcontractors shall have obtained and maintain all necessary or required registrations, permits, authority, licenses and approvals required under applicable law, and have the expertise, qualifications, experience, competence, skills, know-how and capacity to perform the Work.

3. The Work will be performed by or under the supervision of persons who hold all necessary, valid licenses to practice in the states where the Work will be performed, as required as a part of this Agreement, by personnel who are skilled, experienced and competent in their respective trades or professions and who are professionally qualified to perform the Work in accordance with this Agreement.
4. The Contractor has familiarized itself with the requirements of the Agreement, including all applicable laws and applicable standards, and, consistent with best management practices, as defined in the Agreement, the Work can be performed in accordance with said requirements.
5. The Contractor has, in accordance with best management practice, as defined in the Agreement, examined the site(s) and surrounding locations, investigated and reviewed any provided geotechnical reports, ground, soil or site conditions reports, reports relating to utilities and other private records to familiarize itself with surface and subsurface conditions.
6. The Work included in this Agreement will comply with applicable laws and applicable standards, including without limitation, New York Labor Law §224-f (*Workers on Excavations*) and any other laws, ordinances, rules, regulations and orders regarding the payment of prevailing wages and supplemental benefits applicable to the Work, and will satisfy the requirements of the Agreement.
7. The Contractor is not in breach of any applicable laws or applicable standards that would have a material adverse effect on the Work or cause Owner to be in violation of applicable law.
8. The submission of proposal for this Project and/or the execution, delivery and performance of the Agreement and any other Project related document to which the Contractor is a party has been duly authorized by all necessary action of the Contractor; each person executing the Agreement and any other Project related document to which the Contractor is a party on the Contractor's behalf has been duly authorized to execute and deliver the same on the Contractor's behalf; and the Agreement and any other Project related document to which the Contractor is a party has been duly executed and delivered by the Contractor.
9. No funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of Owner in connection with the awarding of the agreement.
10. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

[Signature page follows]

CONTRACTOR’S FULL LEGAL NAME

Signature

Date: _____

Name and Title:

APPENDIX R CONFIDENTIAL DISCLOSURE AGREEMENT

Please see attached document.

**[AVANGRID NETWORKS, INC]
UNILATERAL NON-DISCLOSURE AGREEMENT**

This Unilateral Non-Disclosure Agreement (the “Agreement”) is made as of the April 30, 2024 (“Effective Date”) by and between Avangrid Service Company, having an office at One City Center, 5th Floor, Portland, Maine 04101 and [REDACTED] (“Receiving Party”) having an office at [REDACTED], to assure the protection of the Confidential Information to be disclosed or made available to Receiving Party by Company for the Purpose set forth herein. Company and Receiving Party may be referred to herein individually as a “Party” and collectively as the “Parties ”

WHEREAS, Receiving Party is performing the Scope of Work for the Genesee Street Duct and Manhole Rebuild Project (“Subject Activities”); and

WHEREAS, in connection with such Subject Activities, Company will make available to Receiving Party the following Confidential Information, which may include material that can be classified as CEII: blueprints, drawings, and Detail Sheets;

WHEREAS, Company has concluded that it is in its best interest to disclose or make available such Confidential Information to Receiving Party pursuant to all of the terms and conditions set forth herein so that Receiving Party can Scope of Work for the Genesee Street Duct and Manhole Rebuild Project (“Purpose”); and

WHEREAS, Company’s disclosure of Confidential Information and Receiving Party’s use of the Confidential Information is conditioned entirely on the Parties’ entering into and compliance with this Agreement in order to protect Company’s Confidential Information and limit its disclosure and use solely to the Receiving Party and for the Purpose set forth herein.

NOW, THEREFORE, in consideration of the mutual understandings of the Parties, it is agreed as follows:

1. For the purposes of this Agreement, the following terms shall have the following meanings:

“Affiliate” means any person or entity controlling, controlled by, or under common control with a Party hereto through majority stock, or other ownership interest, direct or indirect.

“ ” means “Critical Energy/Electric Infrastructure Information” as defined under applicable Federal Energy Regulatory Commission (“FERC”) rules and policies.

“CIP” means “Critical Infrastructure Protection” information as defined under applicable North American Electricity Reliability Corporation (“NERC”) standards and procedures.

“Critical Infrastructure” means existing and proposed systems and assets, whether physical or virtual, the incapacity or destruction of which would negatively affect security, economic security, public health or safety, or any combination of those matters.

“Other Confidential Critical Infrastructure Information” means information related to Critical Infrastructure which inadvertent or unauthorized disclosure could create a risk to Critical Infrastructure, even if it does not qualify as CEII or CIP.

“Confidential Information” means any and all of the following information, whether furnished or disclosed to Receiving Party before or after the date hereof and regardless of the manner in which it is provided (whether orally, in writing, in disk, electronically, by site visitation or in any other form of medium in which such information may be recorded or kept): (i) any and all information concerning the business, assets, finances, and operations of Company or its Affiliate(s), or to which Company or its Affiliates have access, that has been or may in the future be disclosed to Receiving Party, where such information is noted as “Internal Use”, “Confidential” or “Restricted”, (ii) CEII, (iii) CIP, (iv) Other Confidential Critical Infrastructure Information, and (iv) memoranda, notes, analysis, studies, compilations, interpretations, reports, forecasts, files, records, copies, extracts, inventions, discoveries, improvements or any other documents that contain, or are based upon or generated, in whole or in part, from, any of the foregoing.

For the purpose of this Agreement, Confidential Information does not include any information or documents that (i) at the time of disclosure or thereafter is generally available to the public (other than as a result of a disclosure in violation of this Agreement or any other confidentiality agreement), (ii) was available to Receiving Party on a non-confidential basis from a source other than Company, provided that such source is not bound by a confidentiality agreement that was applicable to the Confidential Information, or (iii) has been independently acquired or developed by Receiving Party independent of and without reference to any Confidential Information and without violating any of its obligations under this Agreement. The exceptions described above shall not apply to information that relates to individual consumers or customers of Company or its Affiliates as well as employees of Company or its Affiliates, including any and all personally identifiable information (“Non Public Personal Information”).

“Processing” (including its cognate, “process”) means any operation, action, error, omission, negligent act, or set of operations, actions, errors, omissions, or negligent acts that is performed upon Company Data, whether or not by automatic means, including, without limitation, collection, recording, organization, storage, access, adaptation, alteration, retrieval, consultation, retention, use, disclosure, dissemination, exfiltration, taking, removing, copying, making available, alignment, combination, blocking, deletion, erasure, or destruction.

“Company Data” means any and all information concerning Company and its Affiliates and their respective business in any form, or to which the Company or its Affiliates have access, that requires reinforced protection measures, including but not limited to Confidential Information, private or secret information, commercially sensitive information, strategic business information, credentials, encryption data, system and application access logs, or any other information that may be subject to regulation.

“Contract Personnel” means a Party’s agents, contractors, and consultants, including accountants, financial, legal, and engineering advisors, and representatives, retained by the Party specifically for the Subject Activities.

2. All Confidential Information obtained by Receiving Party pursuant to this Agreement shall be maintained in a secure place and access to the Confidential Information shall be restricted solely to Receiving Party. If Receiving Party will be Processing Company Data as part of the Subject Activities, Receiving Party shall also comply with the terms of Avangrid's Privacy and Data Security Rider executed by the Parties on or about the date hereof, and shall complete Avangrid's Third Party Lite Assessment spreadsheet on or about the date hereof. Receiving Party shall indicate in Attachment 3 whether, pursuant to the requirements of this Paragraph 2, it is providing these documents.

3. Receiving Party shall use and reproduce the Confidential Information only to the extent necessary to further the Purpose. Except as expressly provided in Paragraph 4 below, Receiving Party agrees that it shall not disclose any Confidential Information of Company to any other party without the prior written consent of Company.

4. Receiving Party may disclose Confidential Information only to those of its employees who need to know such Confidential Information in order to further the Purpose, and have agreed by either corporate policy or by the terms of a non-disclosure agreement to be bound by terms and conditions substantially similar to, and no less restrictive, with respect to limitations on use and disclosure, than those of this Agreement. Receiving Party shall be responsible for any breaches of confidentially obligations committed by its employees with respect to the Confidential Information. In the event that Company discloses any CEII, CIP, or Other Confidential Critical Infrastructure Information to Receiving Party or Receiving Party otherwise obtains the same from Company in any manner, Receiving Party shall, in addition to its obligations hereunder, fully comply with the provisions of Attachment 1 hereto. In the event that the provisions contained in this Agreement and Attachment 1 are inconsistent, the most restrictive provisions shall apply. In the event Receiving Party wishes to disclose CEII, CIP and Other Confidential Critical Infrastructure Information to its Contract Personnel, Receiving Party shall cause any Contract Personnel to be bound by the conditions stated herein. Receiving Party may only disclose CEII, CIP and Other Confidential Critical Infrastructure Information to the Contract Personnel listed in Attachment 2 incorporated herein, who have a need to know such Confidential Information to assist Receiving Party in furthering the Subject Activities specified in this Agreement. Receiving Party shall notify Disclosing Party in writing of any modification to Attachment 2 prior to releasing CEII, CIP and Other Confidential Critical Infrastructure Information to Contract Personnel.

5. In the event that Receiving Party become legally compelled by operation of law, regulatory requirement, or in connection with a valid judicial or other governmental or regulatory order to disclose any of the Confidential Information, Receiving Party shall give Company prompt written notice of such requirement so that Company may seek a protective order or other appropriate remedy and/or waive compliance with the terms hereof. Receiving Party agrees to provide only that limited portion of the Confidential Information that it is advised by written opinion of counsel is legally required and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

6. This Agreement shall be interpreted, governed, and construed under the law of the State of New York, regardless of its conflicts of laws principles.

7. Company and Receiving Party agree that in the event of a breach of this Agreement, Company will experience irreparable and severe injury within a short period of time and shall be entitled to equitable relief, including injunction and specific performance, in addition to all other remedies available at law or equity.

8. In the event that any provision of this Agreement is declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement, which shall be enforced to the maximum extent permitted by law. The Parties agree to renegotiate in good faith any term held invalid and to be bound by the mutually agreed substitute provision.

9. All Confidential Information and materials furnished to Receiving Party by Company shall remain the property of Company. Receiving Party does not acquire any rights or licenses under any intellectual property rights of Company under this Agreement. All Confidential Information provided hereunder is provided "as is" and without warranty of any kind. Receiving Party agrees that Company shall not be liable for any damages whatsoever related to Receiving Party's use of the Confidential Information. Nothing contained in this Agreement shall obligate Company to provide any Confidential Information to Receiving Party. Nothing contained in this Agreement shall be construed to require either Company or Receiving Party to enter into any transaction and/or business relationship related to the Subject Activities (or any other transaction or business relationship), and any such transaction or relationship, if any, shall be governed solely by its applicable written agreement entered into by and between Company and Receiving Party, if any, if, when, and as executed.

10. This Agreement shall commence on the Effective Date and shall remain in effect for a period of five (5) years from the Effective Date. Notwithstanding the return of the Confidential Information or completion or termination of the Purpose, Receiving Party's obligations to maintain confidentiality of any CEII disclosed by Company under this Agreement, including any CEII notes, shall continue until the CEII is no longer designated as CEII by Company, or FERC or a court of competent jurisdiction finds that the information does not qualify as CEII.

11. Receiving Party acknowledges and agrees that it is aware of and will comply with United States securities laws that prohibit Receiving Party and any other person or entity who has received material non-public information about a company from purchasing or selling securities of such company while in possession of material non-public information. Receiving Party further acknowledges that the Confidential Information will contain material non-public information regarding Company and hereby confirms that it shall take any action necessary to prevent the use of any Confidential Information in a way which might violate any applicable law, rule, regulation, stock exchange rule or disclosure requirement of the Securities and Exchange Commission.

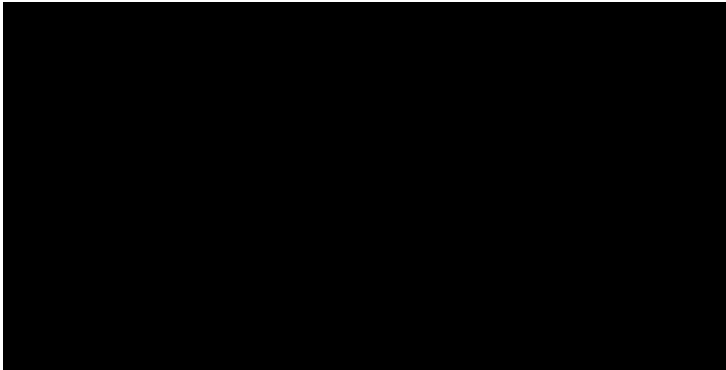
12. All notices to be given to a Party hereunder shall be in writing and delivered personally, by overnight courier, or by certified mail, addressed as follows:

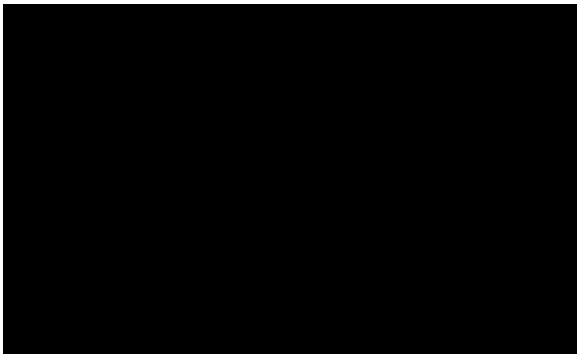


Notices shall be deemed effective upon receipt. A Party may change its contact information by providing such information to the other Party in accordance with this Paragraph 12.

13. Receiving Party shall not assign or transfer its rights or obligations under this Agreement without the prior written consent of Company. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter expressed in this Agreement and this Agreement may be amended or modified only with the written agreement of all of the parties. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties their successors and assigns. This Agreement may be executed in two or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same instrument. Facsimile or electronic execution and delivery of this Agreement is legal, valid and binding for all purposes.

IN WITNESS WHEREOF, Company and Receiving Party have duly executed this Non-Disclosure Agreement as of the date first above written.





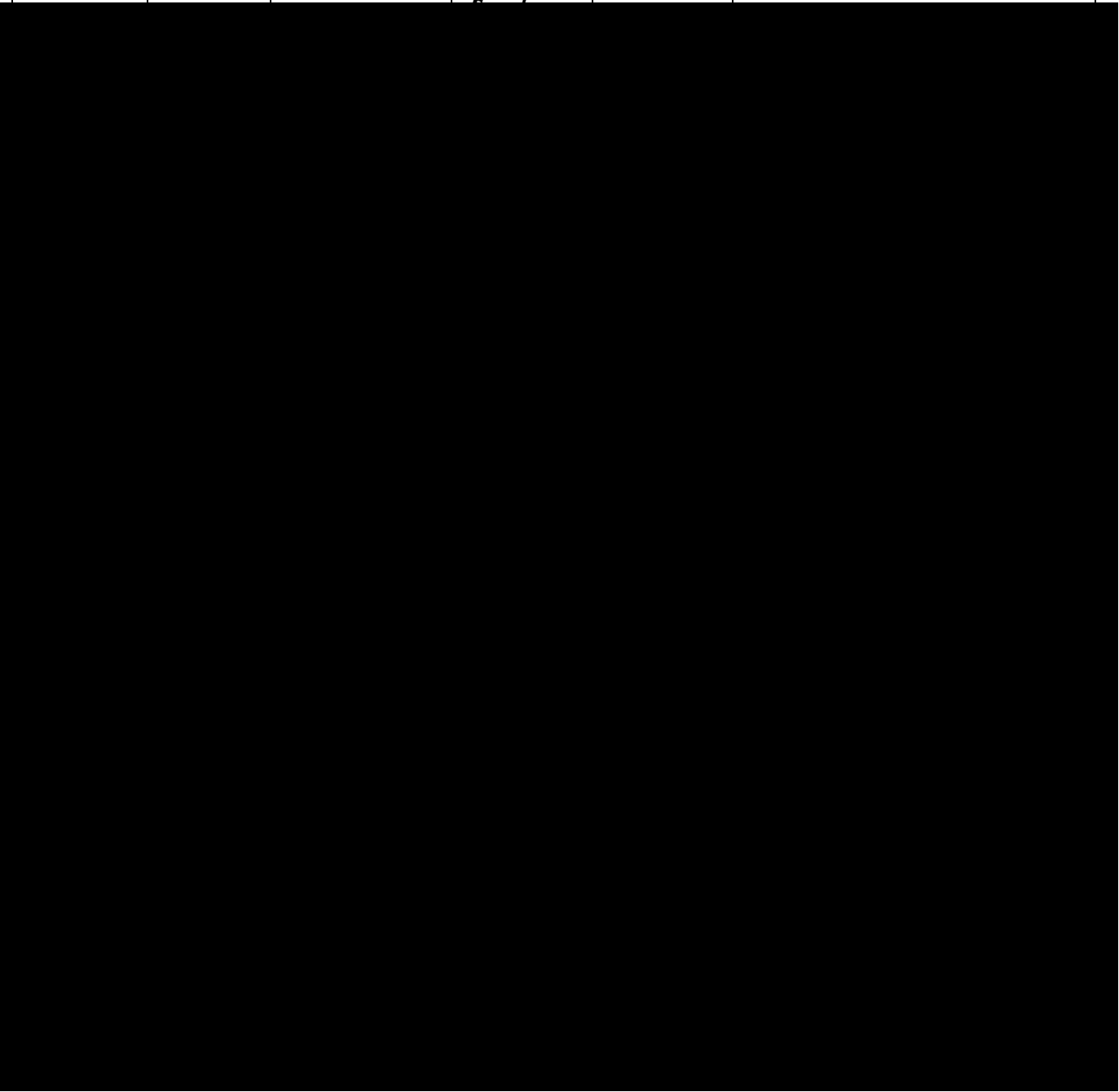
ATTACHMENT 1

Critical Energy Infrastructure Information

- A. For purposes of these provisions, the term “Receiving Party” means someone who is approved to receive CEII in accordance with the provisions of this Attachment 1 (the “Provisions”).
- B. Receiving Party may only discuss CEII with another Receiving Party of the identical CEII. Receiving Party may check with Company to determine whether another individual is a Receiving Party of the identical CEII.
- C. If Receiving Party submits information to the Federal Energy Regulatory Commission (“FERC” or “Commission”) that includes CEII obtained under these Provisions, portions of the filing containing CEII must be submitted in accordance with 18 C.F.R. § 388.112(b).
- D. Receiving Party may use CEII as foundation for advice provided to others but may not disclose CEII to another individual unless that individual is an approved Receiving Party of the same CEII.
- E. Receiving Party will not knowingly use CEII for an illegal or non-legitimate purpose.
- F. All CEII shall be maintained by Receiving Party in a secure place. Access to these materials shall be limited to other Receiving Parts of the identical material. Receiving Party may make copies of CEII, but such copies become CEII and subject to these same procedures. Receiving Party may make notes of CEII, which shall be treated as CEII notes if they contain CEII.
- G. Immediately upon request by Disclosing Party, but in no event later than ten (10) business days after the Purpose has been completed, terminated, or is otherwise no longer applicable, Receiving Party shall promptly return to Disclosing Party or destroy (at Disclosing Party’s option) CEII provided to Receiving Party, except that CEII notes may be retained in accordance with Paragraph F above. Within such time period, Receiving Party shall also submit to Company an affidavit stating that, to the best of his or her knowledge, all CEII has been returned or destroyed and that CEII notes have either been returned, destroyed or maintained by Receiving Party in accordance with Paragraph F.
- H. Receiving Party remains bound by these Provisions unless Company or the FERC rescinds the Procedure and these Provisions, or a court of competent jurisdiction finds that the information does not qualify as CEII.
- I. Company may request that FERC audit Receiving Party’s compliance with these Provisions.
- J. All violations of these Provisions will be reported to the FERC, and the FERC will determine whether to take action.

ATTACHMENT 2

Receiving Party’s Contract Personnel that may receive CEII

	<i>Last Name</i>	<i>First Name</i>	<i>Title</i>	<i>Contractor Company and Receiving Party Email</i>	<i>Address</i>	<i>Email</i>
1						
2						
3						
4						
5						
6						
7						

ATTACHMENT 3

Please indicate whether the following documents have been completed and provided.

1. Avangrid's Privacy and Data Security Rider

- ☐ Yes
- ☐ Not Applicable

2. Avangrid's Third Party Lite Assessment

- ☐ Yes
- ☐ Not Applicable