

## **MASTER MATERIALS PROCUREMENT AGREEMENT**

**THIS MASTER MATERIALS PROCUREMENT AGREEMENT** (“Agreement”) is made this October 3, 2024 (the “Effective Date”) by and between Avangrid Service Company, a Delaware corporation with offices located at One City Center, 5<sup>th</sup> Floor, Portland, Maine 04101 (hereinafter, “**Customer**”), and [REDACTED], a [REDACTED] with offices located at [REDACTED] (hereinafter, “**Supplier**” or “**Vendor**”). Customer and Supplier may be referred to individually as a “Party” and collectively as the “Parties.”

### **W I T N E S S E T H:**

**WHEREAS**, Customer is authorized to assist the utility operating companies set forth in *Schedule A*, attached hereto and made part hereof, in procuring certain products and materials that they may require from time to time in the operations of their respective businesses, including the products and materials described in *Schedule B*, attached hereto and made part hereof (the “Materials”); and

**WHEREAS**, the Supplier states that it is an established and well-known supplier of the Materials and is willing to provide the Materials to the companies in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, in reliance upon such statements and following its review of Supplier’s proposal and negotiation of business terms, Customer has selected Supplier as a vendor-of-choice for the Materials, which shall be procured in accordance with this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, Supplier and Customer hereby agree as follows:

### **1. DEFINITIONS**

As used in this Agreement:

- (a) “Affiliate” shall mean, with respect to a Party, any other entity Controlling, Controlled by, or under common Control with such Party. The term “Control” and its derivatives shall mean with regard to any entity, the legal, beneficial, or equitable ownership, directly or indirectly, of fifty percent (50%) or more of the capital stock (or other ownership interest, if not a Corporation) of such entity ordinarily having voting rights.
- (b) “Company” and its derivatives shall mean the Affiliates of Customer specified in *Schedule A*, attached hereto and made part hereof.
- (c) “Contract Price” shall mean, the total amount paid and payable by the Company to the Supplier for the performance of the Services under this Agreement for each applicable Purchaser Order.

- (d) The “Effective Date” shall mean the date specified in the recitals of this Agreement.
- (e) “Materials” shall mean the products, goods, materials, equipment, parts, and\or other items described in ***Schedule B***, attached hereto and made part hereof.
- (f) “Purchase Order” shall mean a purchase order issued by Customer or a Company in accordance with this Agreement.
- (g) “RFP” shall mean a request for proposal for the Materials, which shall include a reasonably detailed description of the Materials required by the Company(ies), volumes, delivery requirements, and other terms relevant to the purchase.
- (h) “Term” shall mean the term of this Agreement, as extended or terminated early in accordance with this Agreement.
- (i) “Terms and Conditions” shall mean the terms and conditions, the form of which are set forth hereto in ***Schedule C*** and made a part hereof and which govern the purchase of Materials and related matters pursuant to a Purchase Order.
- (j) “Small Business Concern” as defined by the Small Business Administration, shall mean a business that is independently owned and operated and which is not dominant in its field of operation. The law also states that in determining what constitutes as small business, the definition will vary from industry to industry to reflect differences accurately.

## **2. PROCESS FOR PURCHASING MATERIALS**

**2.1** Customer agrees that, upon a request made to Customer by a utility operating company for assistance in procuring Materials, Customer shall, on its own or with the assistance of the Companies requiring the Materials, take either of the steps delineated in subsections (a) or (b):

(a) Issuance of Purchase Order. Customer or the Company(ies) requesting the Materials shall issue to the Supplier duplicate originals of a Purchase Order for the Materials incorporating: (i) the specifications set forth in ***Schedule B***, (ii) the Terms and Conditions set forth in ***Schedule C***, (iii) the pricing terms set forth in ***Schedule D***, and (iv) Material volumes, delivery requirements, and other terms relevant to the purchase. Upon receipt of an authorized Purchase Order, Supplier shall acknowledge the order, and commence fulfillment of the order in accordance with the terms therein. . A Purchase Order shall not be considered authorized unless Supplier has issued a quotation covering the relevant Materials.

OR

(b) Issuance of an RFP. (i) Customer or the Company(ies) requesting the Materials shall issue an RFP to the Supplier. Within the time period specified in the RFP, Supplier shall issue a written proposal to Customer, or, if so directed, to the Company specified in the RFP, setting forth: (1) a detailed description of the Materials to be provided by the Supplier, consistent with the specifications and other requirements specified in the RFP, and (2) Supplier's pricing and charges for the Materials, which Supplier warrants will be calculated in accordance with the pricing terms set forth in ***Schedule D***, attached hereto and made part hereof.

(ii) Within the time period specified in the RFP, Customer and/or the Company(ies) shall review the Supplier's proposal. If Customer and the Company(ies) requiring the Materials, in their sole and absolute discretion, determine that they wish to award a contract for Materials and thereupon select the Supplier's proposal, the Company may elect to issue a Purchase Order and (in such instance) Company shall forward duplicate original Purchase Orders for the Materials (conforming with the requirements of Section 2.1(a), above, but also incorporating the Supplier's proposal in accordance with this Agreement) to the Supplier at the address specified in ***Schedule F***, below. Upon receipt of an authorized Purchase Order, Supplier shall commence fulfillment of the order in accordance with the terms therein.

**2.2** (a) Notwithstanding anything to the contrary in this Agreement or in any Purchase Order or RFP issued hereunder, Customer make no representation or warranty that Customer or any of the Companies will issue any Purchase Orders or RFPs, or any minimum dollar volume of Purchase Orders or RFPs, during the Term. Customer or the Companies requesting Materials may terminate a Purchase Order or RFP for such Materials at any time upon written notice, without penalty or other obligation, prior to commencement of fulfillment of the Purchase Orders for such Materials.

(b) Supplier acknowledges and agrees that the issuance of an RFP, Purchase Order, or other document pursuant to this Section 2 by Customer or any Companies shall not constitute an offer by Customer or any Companies to purchase Materials, and that an enforceable agreement for Materials shall result only when Supplier commences fulfillment of the Purchase Order for such Materials.

(c) Supplier further acknowledges that each Purchase Order processed in accordance with this Section 2 and issued to Supplier by Customer or a Company constitutes a separate and distinct contract for the particular Materials identified in the Purchase Order and shall be governed by the following documentation:

- (i) The Purchase Order (exclusive of its pre-printed terms and conditions);
- (ii) Special Conditions attached hereto as ***Schedule E, if any***;

- (iii) The Terms and Conditions attached hereto as ***Schedule C***, as they may be amended or modified for the particular Purchase Order;
- (iv) The Security Requirements attached hereto as ***Schedule H, if any***;
- (v) The Insurance requirements attached hereto as ***Schedule G***;
- (vi) The Materials document attached hereto as ***Schedule B***, as it may be amended, modified or supplemented for the particular Purchase Order; and
- (vii) This Agreement, including all Schedules other than those described in subsections (i), (ii), (iii), (iv), (v), and (vi) above.

In the event of any inconsistency among the aforementioned documentation, the order of precedence shall be as set forth in subsections (i), (ii), (iii), (iv), (v), (vi) and (vii), above.

### **3. PRICING; PAYMENT; DISCOUNTS AND REFUNDS**

- 3.1** (a) Supplier agrees that pricing, fees, pass-throughs, and other charges set forth in ***Schedule D*** will be incorporated into and used as the basis for all pricing, fees, pass-throughs, and other charges in: (i) any proposal issued by Supplier hereunder, and/or (ii) any Purchase Orders pursuant to this Agreement.  
  
(b) Supplier agrees that the pricing terms set forth in ***Schedule D*** shall be fixed for the time period specified in such Schedule and shall not be subject to increase except as expressly specified in such Schedule and if not specified, shall be fixed for one year from the Effective Date of this Agreement
- 3.2** (a) Supplier agrees that, in calculating any discounts or adjustments to prices, fees, pass-throughs, and charges set forth in ***Schedule D*** that are based upon volumes or quantities of Materials purchased from the Supplier, Supplier shall include in such calculation the volumes or quantities of Services for all Purchase Orders issued by Customer or any Companies pursuant to this Agreement during the relevant time period.  
  
(b) Intentionally omitted.

### **4. NO GUARANTY; HOLD HARMLESS**

Supplier acknowledges and agrees that, notwithstanding anything to the contrary contained in this Agreement, any subsequently issued RFP, or in any Purchase Order between Supplier and any Company, that with respect to any Purchase Order for Materials issued by any Company pursuant to this Agreement:

- (a) All charges, fees, and expenses, as well as any credits, refunds, or rebates, resulting from Materials sold by Supplier pursuant to such Purchase Orders shall be solely for the account of such Company, and neither Customer nor any other Companies shall be considered a guarantor or surety of any charges, fees, and expenses arising under such Purchase Order;
- (b) All communications, notices, invoices, and reports resulting from Materials sold by Supplier pursuant to such Purchase Order shall be directed to the representative(s) of the Company identified in such Purchase Order;
- (c) Supplier covenants not to sue Customer or any other Company, except for the Company issuing the Purchase Order, for any charges, fees, expenses, or claims arising from or attributable to Materials sold by Supplier pursuant to such Purchase Order; and
- (d) Pursuant to Article 13 of *Schedule C*, Supplier shall hold Customer and the other Companies and their respective employees, agents, officers, shareholders, directors, affiliates, managers, directors, members, partners, successors, and permitted assigns harmless from and against any and all damages or liabilities arising from or attributable to, directly or indirectly, the performance, non-performance, or other acts of the Supplier and its employees, agents, or representatives pursuant to such Purchase Order.

## 5. TERM

- 5.1 This Agreement shall be effective as of the Effective Dates and shall remain in effect for three (3) years (“Initial Term”), and shall automatically renew for an additional one (1) year term period(s) (each shall be referred to as a “Renewal Term”, and collectively with the Initial Term shall be referred to as the “Term”) unless either Party notifies the other Party in writing at least thirty (30) days in advance of the anniversary of the Effective Date of its intent to not renew this Agreement, or until terminated according to section 5.2 below, whichever occurs first.
- 5.2 (a) Customer may terminate this Agreement at any time and for any or no reason in accordance with the terms of Articles 16 and 17 of *Schedule C* to this Agreement. Upon the effective date of termination specified in Customer’s termination notice: (i) all RFPs, proposals, and Purchase Orders then in process, but for which Supplier has not begun fulfillment shall be deemed canceled, unless otherwise agreed in writing by the Company(ies) requesting or issuing such RFPs, proposals, and/or Purchase Orders, and (ii) this Agreement shall be terminated without liability or obligation to the Parties, except for any liabilities and obligations of Supplier arising under any previously fulfilled Purchase Orders. Customer shall have no liability for any costs, expenses, or other fees incurred by Supplier in connection with any RFPs, proposals, or Purchase Orders that are in process but not fulfilled upon the effective date of termination of this Agreement by Customer.

(b) Termination of this Agreement by Customer shall not effect, or result in, termination of any Purchase Orders where Supplier has begun to fulfill the orders thereto prior to the effective date of termination set forth in Customer's termination notice; provided, however, that this subsection (b) shall not constitute a waiver or relinquishment of any right of termination of any Company pursuant to the terms and conditions of such Purchase Orders.

## 6. GENERAL

- 6.1** Notices. All notices, requests, demands, and determinations under this Agreement shall be in writing and shall be deemed duly given: (i) when delivered by hand, (ii) one (1) day after being given to an express courier with a reliable system for tracking delivery designating overnight delivery, (iii) when sent by confirmed facsimile with a copy sent by another means specified in this Section 6.1, or (iv) six (6) days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, and addressed to the Party at the address(es) specified in ***Schedule F*** to this Agreement. A Party may from time to time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date upon which it will become effective.
- 6.2** Governing Law. This Agreement and performance under it, and all actions, causes of action, or claims of any kind (whether at law, in equity, in contract, in tort, or otherwise), shall be governed by and construed in accordance with the laws of State of New York, including without limitation New York laws relating to applicable statute of limitation and burdens of proof and available remedies.
- 6.3** Binding Nature and Assignment. This Agreement shall be binding on the Parties hereto and their respective successors and assigns. Neither Party may, or shall have the power to, assign this Agreement without the prior written consent of the other, and any such attempted assignment without such consent shall be null and void, except that Customer may assign this Agreement and its rights and obligations hereunder to an Affiliate without the approval of the Supplier, but on prior written notice.
- 6.4** Entire Agreement; Amendment. This Agreement, including any Schedules referred to herein and attached hereto, each of which is incorporated herein for all purposes, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to the subject matter contained in this Agreement. No change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the Party against which such change, waiver, or discharge is sought to be enforced.
- 6.5** Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.

- 6.6** Headings. The article and section headings and table of contents used herein are for reference and convenience only and shall not enter into the interpretation hereof.
- 6.7** Relationship of Parties. Supplier is not an agent of Customer and has no authority to represent Customer or the Companies as to any matters, except as expressly authorized in this Agreement.

[Signature page follows]

**IN WITNESS WHEREOF**, Customer and Supplier have each caused this Agreement to be signed and delivered by its duly authorized representative as of the date first given above.

**Avangrid Service Company**

Signature



Print Name

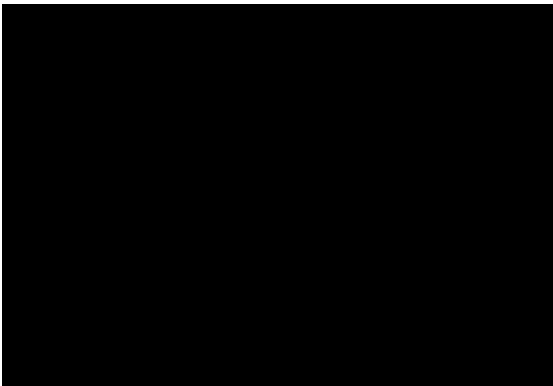
Andrea VanLuling

Title

VP Controller - Networks

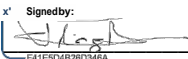
Date

10/3/2024



Date

**Avangrid Service Company**



Signature

Thiago Bigi

Print Name

SVP Operations

Title

9/30/2024

Date

**SCHEDULES:**

- Schedule A: Companies
- Schedule B: Materials & Services
- Schedule C: Terms and Conditions
- Schedule D: Pricing Terms
- Schedule E: Special Conditions
- Schedule F: Notices
- Schedule G: Insurance Requirements
- Schedule H: Data Security Rider (including Annexes 1,2 and 11)
- Schedule I: Background Check Requirements
- Schedule J: Avangrid Networks Safety Requirements



**SCHEDULE A Companies**

**Central Maine Power Company**  
Augusta General Office  
83 Edison Drive, Augusta, Maine 04336

**New York State Electric & Gas Corporation**  
3 City Center 180 South Clinton Avenue, 5<sup>th</sup> Floor  
Rochester, New York 14607

**Rochester Gas and Electric Corporation**  
3 City Center 180 South Clinton Avenue, 5<sup>th</sup> Floor  
Rochester, New York 14607

**The United Illuminating Company**  
**Ops Center**  
100 Marsh Hill Rd, Orange, CT 06477

**SCHEDULE B**

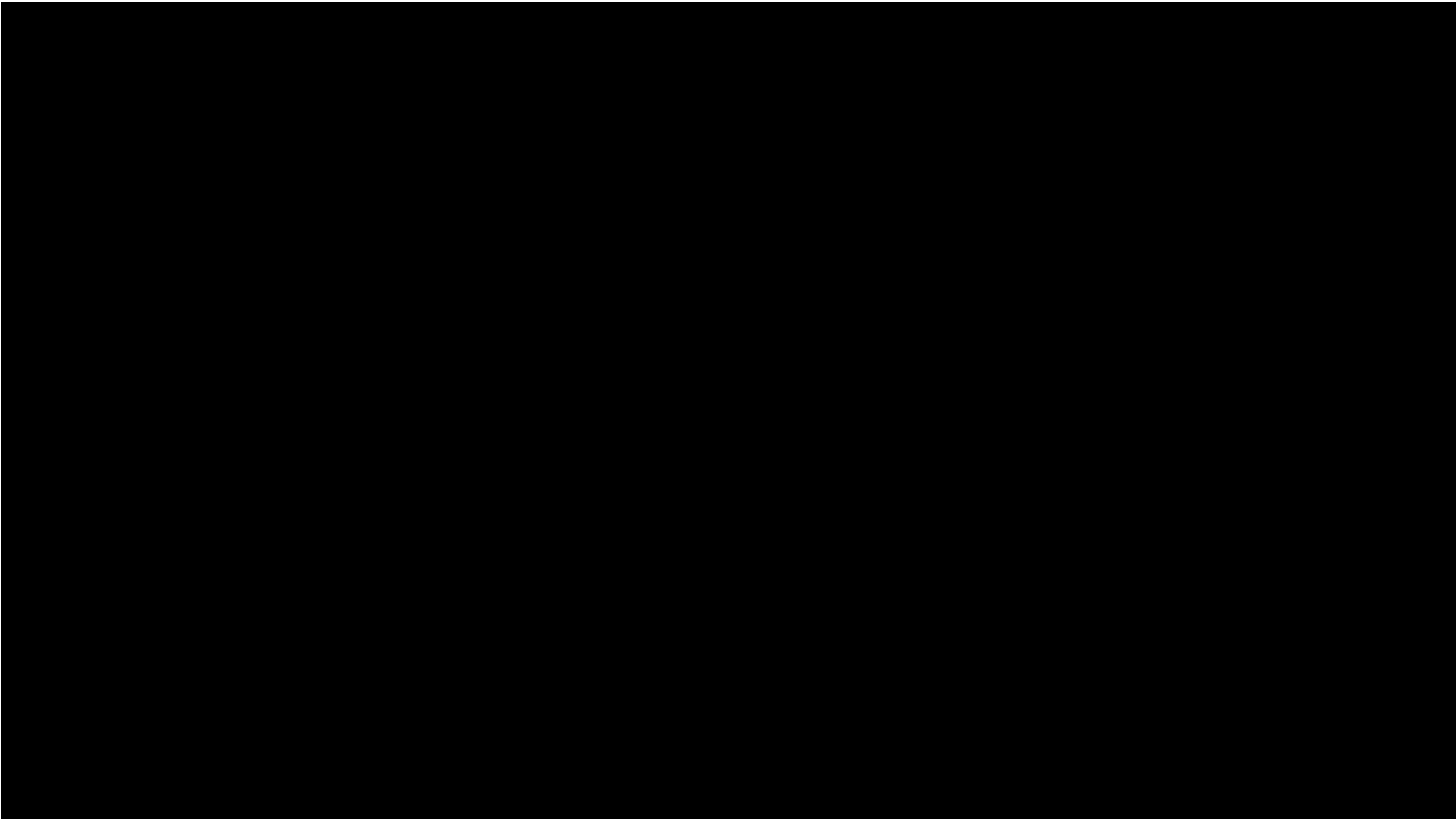
**Materials**

**Main Tests**

MID	Short Description	Long Description	Type/Model

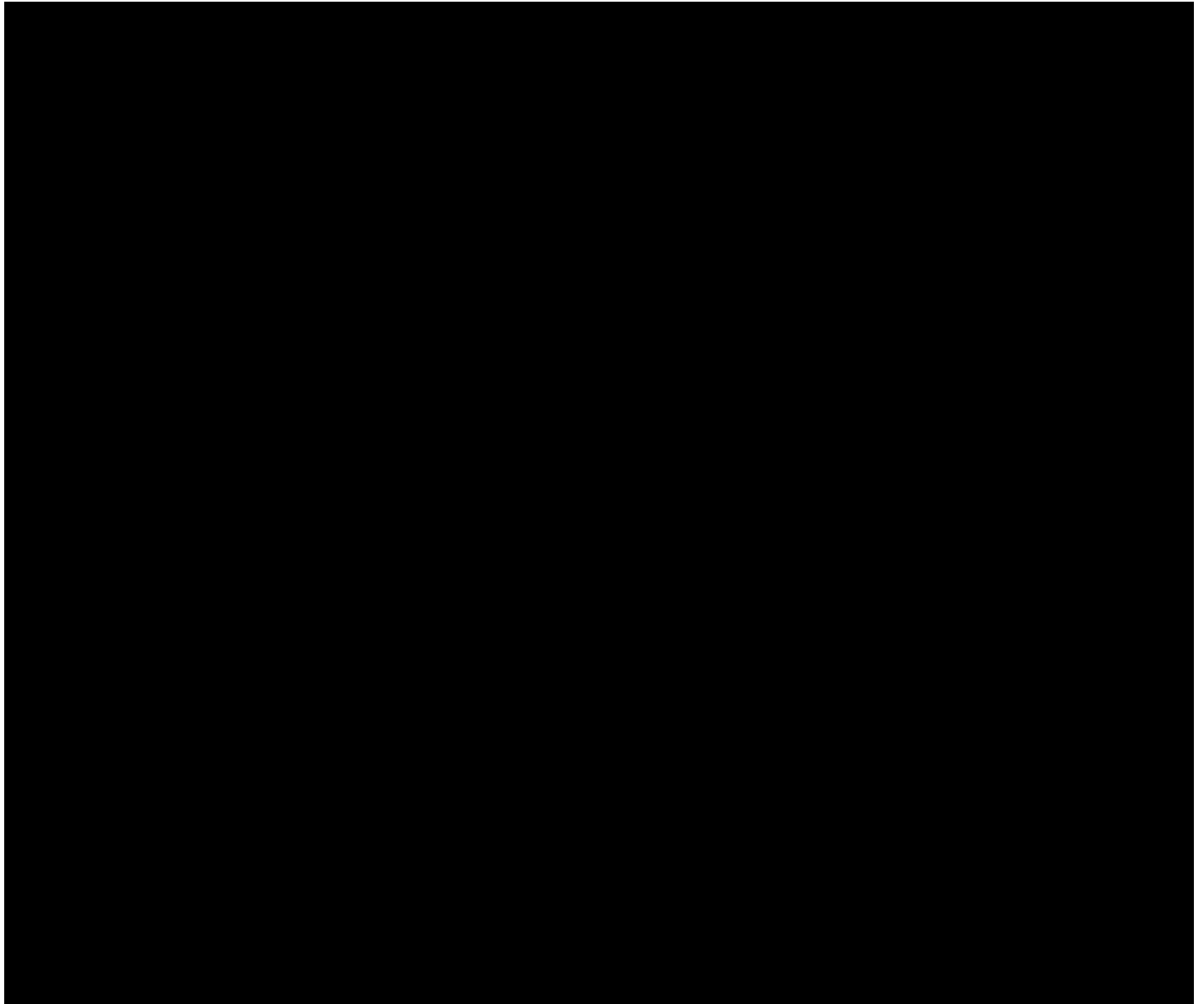
Accessories

MID	Short Description	Long Description	Type/Model



Benefits	Description

Client Service Agreement	
Benefits	Description
Technical Support	



**SCHEDULE C Terms and Conditions**

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## **ARTICLE 1 – CONTRACT DOCUMENTATION**

Pursuant to that certain Master Materials Procurement Agreement (the “Agreement”) between Avangrid Service Company (hereinafter, “**Customer**”), and [REDACTED] (hereinafter, “**Supplier**” or “**Vendor**”), the entity (Customer and/or Company(ies)) named in the given Purchase Order, engages the Supplier, and the Supplier hereby agrees to provide the Materials.

The Materials shall be as described in *Schedule B* of the Agreement, as such Schedule may be amended, modified or supplemented and attached hereto for the purposes of the Purchase Order.

The provision of the Materials shall be governed by the order of precedence set forth in the Agreement, Section 2.2(c) of the Agreement.

All Material shall be invoiced in accordance with the pricing schedule approved by Customer, “Pricing Schedule,” included in *Schedule D*, attached hereto and made a part hereof (unless otherwise agreed to in writing by the Company or Customer).

## **ARTICLE 2 – ALTERATION OF TERMS**

None of the terms and conditions contained in this Agreement may be waived, altered, modified, or added to unless such waiver, alteration, modification or addition is in writing and signed by an authorized representative of the Company and Supplier. Except as set forth in the previous sentence, each shipment from Supplier to the Company shall be only upon the terms and conditions set forth in this Agreement, notwithstanding any terms and conditions that may be contained in any acknowledgment, invoice, or other form of Supplier, and notwithstanding the Company’s act of accepting or paying for any shipment or any similar act of the Company.

## **ARTICLE 3 – COMPLIANCE WITH LAWS AND INDEMNIFICATION**

A. Supplier warrants that it will comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations and executive orders of each applicable governmental entity, board and/or agency, and that it will defend, indemnify and hold harmless, to the fullest extent permissible by law, the Company from and against any and all liabilities, claims, costs, expenses, losses and judgments arising from Supplier's failure to so comply.

B. Supplier 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 its or their implementing regulations, and reporting requirements there under. 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 herein by reference and made a part hereof as though fully set forth where applicable.



Without limiting the foregoing, the Supplier 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.

#### **ARTICLE 4 – DRAWINGS, DESIGN, DATA, CREATIVE WORK AND INVENTIONS**

All drawings, sketches, designs, design data, specifications, notebooks, technical and scientific data, photographs, negatives, reports, findings, recommendations, data, information, memoranda, materials, creative works, inventions, innovations and other work products of every description relating thereto, as well as all copies or descriptions of the foregoing, originally and/or uniquely prepared or completed by Supplier and paid for by the Company, pursuant to this Agreement, shall be subject to inspection by the Company at all reasonable times (for which inspection of the proper facilities shall be afforded the Company by the Supplier), shall be deemed to have been prepared by the Supplier for the Company on a work-made-for-hire basis, shall be the property of the Company and may be used by its employees or agents, or its subcontractors or vendors, and shall be delivered to the Company, or otherwise disposed of by the Supplier, either as the Company may from time to time direct or in any event as the Company shall direct upon completion or termination of this Agreement. To the extent any of the foregoing are not deemed a work for hire by operation of law, Supplier hereby irrevocably assigns, transfers, and conveys to the Company without further consideration all of its right, title, and interest in such drawings, sketches, designs, design data, specifications, notebooks, technical and scientific data, photographs, negatives, reports, findings, recommendations, data, information, memoranda, materials, creative works, inventions, innovations and other work products of every description relating thereto, including all rights of patent, copyright, trade secret or other proprietary rights in such materials.

Drawings, specifications, and all other information provided hereunder shall be treated by the Supplier as strictly confidential, and shall not be disclosed, copied, or used on behalf of any third party without the prior written consent of the Company.

All drawings, sketches, designs, design data, specifications, notebooks, technical and scientific data, photographs, negatives, reports, findings, recommendations, data, information, memoranda, materials, creative works, inventions, innovations and other work products of every description relating thereto, as well as all copies or descriptions of the foregoing that Supplier owned or licensed prior to, or independently of, this Agreement shall remain solely owned by the Supplier.

#### **ARTICLE 5 - CHANGES**

A. The Company shall have the right to propose changes in the drawings or specifications. No changes shall be made except under the written order of a contract amendment submitted by the Company or Customer under the Agreement and signed by both parties.

B. If Supplier claims that any instructions by drawings, specifications or otherwise approved or issued by the Company after the date of the Agreement involve extra cost or time for performance under this Agreement, the Supplier shall give written notice to the Company including an estimate of changed cost or time thereof within ten (10) business days after the receipt of such instructions, and in any event before proceeding to execute the work, unless otherwise directed by the Company, or except in an emergency endangering life or property. No such claim for additional compensation or time shall be considered unless so made. If the change as ordered by the Company increases or decreases the cost of the material or equipment to be supplied, or time for performance established in the Agreement, a fair and reasonable amount, as agreed upon by the Company and Supplier, shall be added to or subtracted from the compensation or completion date.

C. If, within ten (10) days after Supplier has provided an estimate of changed cost and/or time, the parties are unable to conclude a mutually satisfactory agreement, Supplier shall proceed with supplying the material or equipment as changed or modified until the differences are resolved. The parties shall endeavor to resolve any disputes regarding increases or decreases in costs resulting from such changes promptly through reasonable means, including, without limitation, impartial third-party estimates or mediation.

#### **ARTICLE 6 - WAIVER**

No waiver by the Company, whether express or implied, of any of the terms or conditions of this Agreement, shall be or be construed to be a continuing waiver, nor deprive Company of the right to enforce or rely upon any such terms or conditions thereafter.

#### **ARTICLE 7 – DELIVERY; SCHEDULE; DELAYS**

“TIME IS OF THE ESSENCE” in the Supplier's performance of this Agreement. Deliveries are to be made according to the Company’s terms as to time, quantities, and location, with the Company reserving the right to cancel, reject or refuse any delivery made prior to or subsequent to the times specified, if the quantities are not as specified, or if the delivery has been made to an improper location. If delivery as specified cannot be maintained, the Company must be notified immediately. Upon Supplier's failure to maintain delivery, the Company reserves the right to procure equivalent Material elsewhere, in whole or in part and to charge Supplier with any additional direct, documented, and reasonable costs incurred.

#### **ARTICLE 8 – CONTRACT PRICE**

Supplier agrees that the prices (including, without limitation, the Contract Price) stated in this Agreement and on the face of each Purchase Order issued under this Agreement are firm unless otherwise noted on the face of the Purchase Order, and the Supplier warrants that said price(s) do not individually or in the aggregate exceed the prices allowed by any applicable federal, state or local law, regulation, or order.

## **ARTICLE 9 – PAYMENT**

A. Company shall either pay the invoice in accordance with payment terms agreed upon and stated in ***Schedule D*** attached to this Agreement and included in the purchase order, or withhold payment in accordance with Article 9(B) below.

B. Company may in certain situations withhold, or, on account of subsequently discovered evidence, nullify the whole or part of any disputed invoice to such extent as may be necessary to protect itself from loss. Such situations shall include, but not be limited to, discovery of:

- (a) defective Material;
- (b) third party claims filed or reasonable evidence indicating probable filing of such claims;
- (c) failure of the Supplier to make payments due to subcontractors, material Suppliers or employees up to the extent that any such failure directly resulted in, or is likely to imminently result in, a lien or similar encumbrance being placed upon Company and/or its property;
- (d) reasonable indication that the Material will not be delivered within the time specified in the Purchase Order;
- (e) invoicing which is incorrect; or
- (f) overcharges in violation of the terms and conditions of this Agreement.

Payment does not constitute acceptance of any defective or non-conforming Material or otherwise relieve Supplier of any obligation under the contract.

## **ARTICLE 10 – DELEGATIONS; SUBCONTRACTS; ASSIGNMENT**

A. Supplier shall not, without the prior written authorization of Company, assign this Agreement or any of its rights under this Agreement, nor delegate any of its duties without the prior written consent of Company. Any assignment or attempt to make such assignment shall be null and void. Supplier shall not, without the written consent of the Company, make any agreement with any third party for furnishing any of the completed or substantially completed items covered by this Agreement.

B. Company may assign this Agreement, in whole or in part, (i) to a successor of all or substantially all of Company's relevant assets, or (ii) to an Affiliate; provided that in either instance, the assignee expressly assumes Company's duties hereunder. Otherwise, neither party shall, without the consent of the other, which consent shall not be unreasonably withheld, conditioned or delayed, assign this Agreement in whole or in part hereunder.

C. If Supplier shall cause any part of the work to be performed by a sub-contractor, the provisions of this Agreement shall apply to such sub-contractor and its officers, agents or employees in all aspects as if they were employees of Supplier, and Supplier shall not thereby be discharged from any of its obligations and liability hereunder, but shall be liable hereunder for all acts and omissions of the sub-contractors. Nothing hereunder shall create any contractual relationship between Company and any subcontractor or any sub-subcontractor.

The Supplier shall submit a list of those work items which it plans to subcontract and the names of Supplier's subcontractor proposed for the work together with all materials for an evaluation by Company's Corporate Security Group. Supplier's subcontractor may not be changed except at the request of or with the written approval of Company, which shall not be unreasonably withheld. The Company shall promptly notify the Supplier in writing if, after due investigation, Company has reasonable objection to any subcontractor on such list and does not accept it. .

Supplier shall assign to Customer any subcontractor warranties applicable to the Services that extend beyond the applicable warranty period upon the expiration or termination of such warranty period. Supplier shall assign any subcontractor warranties applicable to the Services to Customer if Supplier becomes insolvent or files for bankruptcy.

#### **ARTICLE 11 – SET-OFF**

Company may set off against any amount payable to the Supplier under this Agreement any claim or charge it may have against Supplier under this Agreement.

#### **ARTICLE 12 - INSPECTION**

The Company (and/or its designee) reserves the right to inspect the Material prior to shipment. Such inspection does not relieve the Supplier of its guarantees or responsibility to furnish satisfactory Materials. It is furthermore understood to be Company's privilege to waive inspection at point of manufacture without prejudice to its right to decline acceptance. Except as to items purchased from stock, items supplied hereunder, and materials and components incorporated therein shall be subject to inspection at Company's option by Company or its designee during and after manufacture. All Material is subject to inspection and acceptance tests at place of manufacture, or at destination, or at both places, by the Company's representative. Rejected Material shall not be submitted for acceptance without concurrent notice of their prior rejection.

#### **ARTICLE 13 - WARRANTY**

The Supplier warrants the Material shall be new, free of defects in material, design, engineering and workmanship as conditioned herein for a period of one (1) year from date of shipment. During said warranty period, the Supplier shall repair or, at its option, replace of the defective Material without any cost to the Company, including, without limitation, costs for de-installation or costs related to shipping. During the one (1) year warranty period, upon prompt written notice of defect and confirmation that the Material has been stored, integrated, installed, operated and maintained

in accordance with Supplier's recommendations and standard industry practice, Supplier will, at its option, repair or replace any defective products or components thereof at no additional charge. Supplier shall be responsible for arranging and paying for shipment of Material for warranty service to and from Supplier's applicable facility; provided that Company shall be responsible for shipping charge(s) in the event that Supplier determines any repair(s) are outside of the applicable warranty coverage including, but not limited to, clear mishandling of the Material. Any component of Material that is sold, but is not marketed by Supplier as Material itself, is hereby a "Part." All Parts sold by Supplier are hereby Material, except that the warranty period of Parts is limited to six (6) months.

In the event Supplier is unable to satisfactorily repair the defect through modification, repair or replacement, the Company may return the defective Material, and, at its option, obtain a credit or refund of the purchase price.

The Supplier may advise the Company of any preferred routing for return of rejected Material and whether or not the shipment should be protected by insurance or full declaration of value at the time of acceptance of this order. In the absence of such information from the Supplier regarding such shipment, the Company reserves the right to declare full valuation or insurance (whichever is applicable) for the benefit of and at the expense of the Supplier.

Solely regarding Materials supplied by Phenix Technologies), (a business unit of Supplier that supplies large, customized equipment, to the extent applicable: a) Supplier shall not pay for the transportation of returned Materials and/or Parts to be repaired or replaced during the applicable warranty period; b) If Supplier replaces a Part at a Supplier facility, then such replaced Part only shall be subject to a three (3) month warranty from the date of replacement; c) if Company engages in the replacement of a Part at its own facility, then such Part shall be subject to a one (1) month warranty from the date of replacement; d) calibration of any Materials shall only be covered under warranty if the replaced Part would have affected the calibration.

**THE FOREGOING LIMITED WARRANTIES OF THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.**

#### **ARTICLE 14 – SAFETY**

Supplier warrants that the Material will conform to the applicable occupational safety and health standards promulgated pursuant to the Federal Occupational Safety and Health Act of 1970 and which are in effect on the date that the Supplier enters its acknowledgments of Company's order.

## **ARTICLE 15 – PATENTS AND OTHER INTELLECTUAL PROPERTY; INDEMNIFICATION**

Supplier represents and warrants that the purchase by Company of and the use by Company of any Material will not infringe any United States or foreign patent or other intellectual property right, and Supplier shall defend, indemnify and hold Company harmless against all claims, judgments, decrees, costs and expenses, including reasonable attorney's fees, resulting from any such alleged infringement. Supplier shall at its own expense defend, or settle any claim, suit or proceedings brought against Company, so far as based on an allegation that any Material, or any part thereof furnished hereunder constitutes a direct or contributory infringement of any claim of any United States or foreign patent, copyright or other intellectual property right. In case the Material or part thereof furnished hereunder becomes the subject of any claim, suit or proceeding that such Material or part infringes any United States or foreign patent, copyright or other intellectual property right or if the use or sale of such Material or part thereof is enjoined, Supplier shall, at Company's option, and at Supplier's own expense, either: (a) procure for Company the right to continue using said Material or part thereof; (b) replace it with non-infringing Material that is functionally equivalent to the Material being replaced and satisfactory to the Company, or (c) modify it so it becomes non-infringing, so long as it remains functionally equivalent and satisfactory to the Company. (d) Remove it and refund the purchase price

## **ARTICLE 16 – TERMINATION FOR CAUSE**

Company, reserving to itself the right to receive such other damages and remedies as it may have pursuant to this Agreement or at law or in equity, has the right to terminate this Agreement, by giving written notice of termination to Supplier of the occurrence of any of the following:

- (a) Supplier defaults in the observance or performance of any covenant, agreement or condition contained in this Agreement required to be kept, performed, or observed by Supplier, if within thirty (30) days after the giving of written notice to Supplier of such failure of performance, Supplier has not cured such failure or if such failure of performance cannot be cured in thirty (30) days, if Supplier has not commenced curing such failure of performance promptly and within such thirty (30) day period is not effectuating such cure with haste and does not cure such failure of performance within a reasonable time, not to exceed, ninety (90) days from receipt of the notice specified herein.
- (b) In the event that Supplier is declared to be bankrupt or insolvent, Supplier makes an assignment for the benefit of creditors, Supplier shall file a voluntary petition in bankruptcy or insolvency or an involuntary petition is filed against Supplier, or a receiver shall be appointed for Supplier and such appointment or bankruptcy or insolvency proceedings, petition, declaration or assignment is not set aside within thirty (30) days.

- (c) There has been a material adverse change in the financial condition of Supplier that affects the ability of Supplier to perform.
- (d) Supplier assigns or attempts to assign its rights or obligations under this Agreement or any part thereof to any third party without the prior written consent of the Company.
- (e) Supplier (i) fails or refuses to comply with any Applicable Laws or Applicable Permits, and (ii) either (A) within five days after obtaining knowledge of such non-compliance does not commence steps to comply or is not in compliance with such Applicable Laws or Applicable Permits within a reasonable period of time thereafter, or (C) Company faces any civil or criminal action or penalty as a result of such non-compliance by Supplier.
- (f) Any data breach as defined in the Data Security Rider, as applicable.

Termination of a scope of work or a Purchase Order under this Article 16 does not terminate this Agreement unless expressly stated in the termination notice from Customer and/or Company.

#### **ARTICLE 17 – TERMINATION FOR CONVENIENCE**

Company may suspend or terminate this Agreement in whole or in part by giving the Supplier twenty-four (24) hours' written notice. In such event the Company shall make payment to the Supplier for all Material delivered prior to such termination reasonably allocable to this Agreement, under recognized accounting practice, less disposal or retention value of termination inventory. Supplier shall make best efforts to mitigate the amount to be paid by Company pursuant to this provision. This provision shall not be deemed to limit or otherwise affect the Company's right to terminate this Agreement for breach or default by the Supplier.

#### **ARTICLE 18 – INSURANCE AND GENERAL INDEMNIFICATION**

- (a) Insurance. Supplier shall maintain insurance in accordance with the requirements as set forth in ***Schedule G*** and the cyber insurance requirements set forth in ***Schedule H***. An insurance certificate must be mailed to Customer prior to starting Services.
- (b) General Indemnification. The Supplier shall defend, indemnify, and hold harmless, to the fullest extent permissible by law, the Company, its Affiliates, agents, employees, shareholders, managers, members, partners, officers, directors successors, permitted assigns, and all affiliated and subsidiary companies, corporations, trusts, partnerships, joint ventures (including joint venture partners), associated companies, associations, subsidiaries of the foregoing and individuals which are now or may hereafter be owned, controlled, operated, or directed by or a subsidiary to Company, from and against any and all claims, demands, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting

from the performance of this Agreement, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, or (b) is caused in whole or in part by an act or omission of the Supplier or any of its officers, agents, representatives, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. In furtherance of the foregoing indemnification and not by way of limitation thereof, the Supplier hereby waives any defenses 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 Supplier consents to a cause of action for indemnity.

#### **ARTICLE 19 – FORCE MAJEURE**

For purposes of this Agreement, "Force Majeure Event" means, with respect to a Party, any event or circumstance, regardless of whether it was foreseeable, that was not caused by that Party or the negligence of that Party and that prevents a Party from complying with any of its obligations under this Agreement, and that the Party claiming the occurrence of such event has furnished the other Party with prompt notice when it appears that such cause will result in non-performance or shall threaten to impair such Party's performance, except that a Force Majeure Event will not include a strike, workforce unavailability, or other labor unrest that affect only one Party, late delivery or breakage of equipment or materials (except to the extent due to a Force Majeure event otherwise excusable hereunder), lack of funds or change in economic circumstance, a failure of performance of any third party (except to the extent due to a Force Majeure event otherwise excusable hereunder), failure to properly apply for any permits for which Supplier is responsible in a timely manner or to perform any conditions therein, an increase in prices, a change in market demand, a change in law, weather or climatic conditions within the range of severity as recorded by the *National Oceanic and Atmospheric Administration* over the past twenty-five (25) years in the vicinity of the Site or elsewhere, or actions of a Governmental Authority with respect to the Supplier's compliance, or failure to comply, with Applicable Laws, Permits or Governmental Authority imposed measures. Force Majeure may include the following events, (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies in each case within the country; (b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war in each case within the country; (c) riot, commotion, disorder, strike or lockout in each case within the country, by persons other than the Supplier, the Supplier's Personnel, Subcontractors and other employees of the Supplier; (d) ionising radiation or contamination by radio-activity, except as may be attributable to the Supplier's use of such radiation or radio-activity; or, (e) natural catastrophes, such as earthquake, volcanic activity, hurricane or typhoon (but not any other weather, climate or metocean conditions). Supplier shall have used its best efforts to remedy the delaying cause or condition and recommence performance and has furnished the Customer with prompt written notice when it appears that such cause will result in non-performance or shall threaten to impair Customer's ability to operate. Customer shall have the right, at its option and without being under any liability to Supplier, to cancel, by notice in writing to Supplier the portion or portions of the Agreement so affected and to take such compensatory action as may be necessary. Correspondingly, Customer shall be excused for failure of performance herein due to any cause



beyond its control and without its fault or negligence. Upon occurrence of a Force Majeure Event, the nonperforming Party shall promptly notify the other Party of occurrence of that Force Majeure Event, its effect on performance, and how long that Party expects it to last. Thereafter the nonperforming Party shall update that information as reasonably necessary. During a Force Majeure Event, the nonperforming Party shall use reasonable efforts to limit damages to the other Party and to resume its performance under this Agreement. If the Force Majeure Event extends for more than twenty (20) days and if the Supplier cannot reasonably reschedule or perform any affected element of this Agreement, the Customer shall be entitled to terminate this Agreement upon notice to the Supplier. Supplier shall furnish timely reports every ten (10) Business Days during the continuation of each Force Majeure Event with respect thereto and whenever such Force Majeure Event has ceased. If a Force Majeure Event materially affects Supplier's schedule for performance hereunder, Supplier may request an equitable adjustment and the Parties agree to memorialize schedule changes in a change order. If the effects of a Force Majeure Event last longer than twelve (12) months, that shall entitle Customer to terminate the Agreement or Purchase Order, as the case may be.

Company and Supplier 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 Supplier's performance under the Agreement including, without limitation, effects upon pricing, schedule, quantities or specifications, if any, shall not be cause for Supplier 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 Supplier's performance under the Agreement; and (iv) such pandemic shall not render Supplier unable to fulfill any of its obligations under the Agreement, and Supplier shall not have any claim, action or cause of action against Company 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.

For the avoidance of doubt, by mutual agreement between the Parties, although COVID-19 effects, including on price, schedule, quantities, specifications, shall not be cause to claim Force Majeure, the Parties may agree to reasonable changes in the schedule of performance of this contract in the event unanticipated and stricter COVID-19 governmental orders, which are enacted after the execution of this Agreement, pose challenges to Supplier's performance under this Agreement.

## **ARTICLE 20 – SUBSTITUTION**

No substitution will be permitted under this Agreement except on specific written authority of the Company, granted in Company's sole and absolute discretion.

## **ARTICLE 21 – INDEPENDENT CONTRACTOR**

Supplier shall at all times be an independent contractor and responsible for all acts or omissions of its agents, employees, and subcontractors. Supplier shall at all times control and retain the right to control its performance, no act or order of Company shall be deemed to be the exercise of supervision or control of performance hereunder.

## **ARTICLE 22 – AUDIT RIGHTS**

Upon reasonable advanced written notice, the Company may audit, or cause to have audited, any and all items related to any aspect of this Agreement in order to assure Supplier's compliance. 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 Material covered under this Agreement. Company also reserves the right to perform an onsite audit at Supplier's facility to evaluate processes and procedures critical to the manufacturing and/or distribution of Material for Company, upon reasonable, prior written notice and conducted during Supplier's normal business hours. All results of these audits must be kept confidential between the Parties and their agents.

## **ARTICLE 23 - LIENS**

The Supplier represents and warrants that it has good and exclusive title to all Material delivered pursuant to this Agreement and that the Material to be supplied hereunder is free and clear of all liens, encumbrances and claims. Supplier shall, at its own expense and cost, defend (at Company's option), indemnify, and hold harmless Company from and against all liens, encumbrances, or claims.

Supplier shall take all action reasonably necessary to discharge, remove, or satisfy any lien filed against any property of the Company or its affiliate(s), or any portion thereof, arising from any work, labor, services, or materials claimed to have been performed or furnished for, or on behalf of, the Supplier or any person or entity by or through the Supplier. Supplier shall forthwith take such action necessary to discharge, remove, or satisfy any such lien filed against the property of the Company, including but not limited to posting of a bond. If the Supplier shall fail to discharge, remove, or satisfy any such lien within ten (10) days after notice of the existence of such lien has been provided by the Company, the Company shall have the right, but not the obligation, to pay the amount of such lien, or discharge the same by deposit or bonding, and the amount so paid or deposited, or the premium paid for such bond with interest at the maximum allowable by law, may be set-off against any payment due Supplier under this Agreement.

## **ARTICLE 24 - TAXES**

Supplier will be responsible for billing sales tax in accordance with the instructions provided on the Company purchase order.

## **ARTICLE 25 – SPARE PARTS**

Supplier agrees to provide spare parts at the fair market price, with no minimum billing, for 7 years after Supplier formally announces the obsolescence of the applicable Material(s).

## **ARTICLE 26 - SEVERABILITY**

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.

## **ARTICLE 27 – COMPLETE AGREEMENT**

This Agreement, together with all attachments, schedules, and appendices, shall constitute the complete agreement between the parties with respect to the subject matter of this Agreement. All prior communications with respect to this Agreement, whether oral or written, are superseded by this Agreement. This Agreement may be executed in duplicate, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument.

## **ARTICLE 28 - CONFIDENTIALITY**

Supplier, and its employees and agents, shall treat any information, (including any technical information, experience or data) regarding Company or Company's plans, programs, plants, processes, costs, equipment, operations, which may be disclosed to, or come within the knowledge of, Supplier its employees and agents in the performance of this Agreement, as confidential, and will not use or disclose this information to others, during the term of this Agreement, and for three (3) years thereafter, except as is necessary to perform the services hereunder, without Company's prior written consent. The provisions of this Article shall not apply to any information referred to in this Section which (i) has been published and has become part of the public knowledge through no effort by Supplier, its employees, or agents, (ii) has been furnished or made known to Supplier or Supplier's Affiliates by third parties (other than those acting directly or indirectly for or on behalf of the Company) as a matter of legal right and without restriction on disclosure, (iii) was in Supplier's possession prior to disclosure by the Company and was not acquired by Supplier or Supplier's Affiliates, its employees and agents directly or indirectly from the Company or, (iv) is required by law or by any other governmental regulatory authority to be disclosed.

Any information, which is supplied by the Supplier to Company under this Agreement, will be similarly restricted. Company will not disclose such information to others or publish it in any form at any time; provided, however, that notwithstanding the foregoing, Company may disclose any such information to its Affiliates, to its employees, and consultants, to any regulatory agencies or instrumentalities when such disclosure is necessary, or otherwise required by law.

Each Party agrees that it will cooperate with the other in an effort to minimize the amount of such information, which is required by law or governmental regulatory authority to be disclosed in any such case, and to make reasonable efforts to secure confidential treatment of such information.

In no event shall the Company's name and/or logo or the name and/or logo of its Affiliates be used, whether written or verbal, duplicated, reproduced by any means whatsoever without the prior written permission of the Company.

#### **ARTICLE 29 - TITLE**

Complete legal and equitable title of each item of Material covered by this Agreement shall pass to Company immediately upon delivery at warehouse and/or job sites, subject to the delivery terms specified in Schedule D. This provision shall apply irrespective of any terms of payment specified in this Agreement. Passage of title pursuant to this provision shall not release or waive any continuing or subsequent responsibility of Supplier under this Agreement.

#### **ARTICLE 30 - PUBLICITY**

Supplier shall not issue, nor permit to be issued any press release, advertisement or literature of any kind or conduct or permit to be conducted any interview or news conference, referring to this Agreement or the Materials hereunder, except upon prior written consent of the Company.

#### **ARTICLE 31 – GOVERNING LAW**

All questions concerning the interpretation, validity and enforceability of this Agreement and of its terms and conditions, as well as questions concerning the sufficiency or other aspects of performance under the terms or conditions of this Agreement, shall be governed by the law of the State of New York, without reference to its conflict of law provision and any action or proceeding brought in connection therewith, will be brought in the appropriate court located in the State of New York. The Parties hereby irrevocably consent to the jurisdiction of such court and hereby waive, to the fullest extent permitted by, any objection which they may now or hereafter have to the venue of any such dispute related to or arising out of this Agreement brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each Party agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

#### **ARTICLE 32 – EMPLOYEE SOLICITATION**

Supplier understands and acknowledges that Customer 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 Customer. To the maximum extent permitted under applicable laws, the Supplier 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 Customer or its Affiliates during the term of this Agreement, with whom Supplier 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 Customer or one (1) year after the term of this Agreement, whichever is sooner in the applicable case, except with the prior written consent of the Customer, and Supplier 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 Customer or its Affiliates. As used herein, the term "Affiliate" shall mean any person or entity controlling, controlled by, or under common control with the Customer through majority stock or other ownership interest, direct or indirect. Notwithstanding the foregoing, nothing in this clause shall either (i) limit Supplier from employing any person who contacts Supplier on his or her own initiative and without any solicitation by Supplier 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.

### **ARTICLE 33 – 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](http://www.avangrid.com)).

### **ARTICLE 34 – NO DISPUTE**

Supplier 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 Supplier and/or any of the Supplier's affiliates and Customer and/or any of Company's Affiliates.

### **ARTICLE 35 – SECURITY REQUIREMENTS**

Supplier shall comply with Company's Security Requirements in their performance of work under this Agreement. Supplier hereby agrees to comply with the terms and conditions of the Company's (i) Background Check Requirements attached hereto as **Schedule I** and made an integral part hereof, and (ii) Security Requirements attached hereto as **Schedule H** and made an integral part hereof in its performance of its obligations under this agreement, including, without limitation, in connection with the Materials.

#### **Company Information:**

(1) The term "Company Information" means all information, in any form: (i) furnished or made available directly or indirectly to Supplier by Company or its Affiliates, or otherwise obtained by Supplier from Company or its Affiliates, or (ii) obtained from Company or Company's Affiliates in connection with the performance of its obligations under this agreement, including, without limitation, in connection with the Materials.

(2) Company Information shall be and remain the property of Company or its Affiliate(s), as appropriate. Supplier 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 Company or commercially exploited by or on behalf of Supplier, 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) Supplier shall not use Company Information for any purpose other than to render the Services.

(5) Supplier 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 Supplier's industry.

(6) Supplier shall be familiar with and comply with the requirements of the NERC CIP-004 for projects at Company and/or its Affiliates' bulk electric substations (>230Kv).

Supplier shall be familiar with and comply with the requirements of the NERC CIP-004 for projects or services at or relating to critical cyber assets and critical company operating facilities ("Critical Infrastructure"). The specific CIP Standard follows:

CIP-004 Excerpt:

R3. Personnel Risk Assessment --The Supplier 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 to Critical Cyber Assets. 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:

R3.1. The Supplier shall ensure that each assessment conducted includes, at least, identity verification (e.g., Social Security Number verification in the U.S.) and seven- year criminal check. The Supplier may conduct more detailed reviews, as permitted by law and subject to existing collective bargaining unit agreements, depending upon the criticality of the position.

R3.2. The Supplier shall ensure that each assessment conducted includes, at least current residence regardless of duration; and other locations where during the seven years immediately prior to the date of the criminal history records check, the subject has resided for six consecutive months or more. If it is not possible to perform a full seven-year criminal history records check, conduct as much of the seven-year criminal history records check as possible and document the

reason the full seven-year criminal history records check could not be performed. The Supplier shall update each personnel risk assessment at least every seven years after the initial personnel risk assessment or for cause.

R3.3. The Supplier shall document the criteria or process to evaluate the criminal history records for authorizing access.

R3.4. The Supplier shall document the criteria, process and the results for verifying that personal risk assessments performed for contracts or service vendors are conducted in accordance in R3.1 through 3.3. The results of personnel risk assessments of its personnel, contracts or service vendors 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.

R3.5. The Supplier shall document criteria, process and 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 R3.1 to R3.4 within the last seven years.

### **ARTICLE 36 – CONTINUOUS IMPROVEMENT**

Continuous improvement is the foundation of this Agreement. Supplier warrants that it will pass on to the Company in the form of price reductions fifty (50) percent of Suppliers cost savings made possible by process improvements, reductions in material costs and the like. Supplier likewise will use its best efforts to improve continuously its performance in all areas. In particular, Supplier will evaluate opportunities for cost/price reductions on items and services ordered and to be ordered and communicate them promptly to the Company. Supplier 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 Customer, as soon as they become available.

### **ARTICLE 37 - UTILIZATION OF SMALL BUSINESS CONCERN**

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.

### **ARTICLE 38 - 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.

### **ARTICLE 39 - SURVIVAL**

Sections 3, 4, 7, 13, 15, 18, 22, 23, 25, 28 and 32 and all other terms which contain 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.

### **ARTICLE 40- CLAIMS/DISPUTES**

**A.** Any claims by Supplier relating to this Agreement, must be submitted to the Company or the Compan(ies) in writing within fourteen (14) calendar days of initial occurrence of the basis for the claim. Failure to provide such notification shall be deemed waiver of such claim.

**B.** The notice of claim shall include the particulars and shall specify the cause or other basis of the claim, and shall include substantiation of the amount and/or extension to which the Supplier considers itself to be entitled in connection with the Agreement.

**C.** dispute or claims by the Supplier shall not affect the diligent prosecution by Supplier of the Materials.

**D.** The Parties agree to hold a meeting promptly to attempt in good faith to negotiate a resolution of the Dispute, such meeting to be attended by representatives of the Parties with decision-making authority regarding the Dispute. If, within twenty-one (21) days after such meeting, the Parties have not succeeded in negotiating a resolution of the Dispute, either Party may refer the Dispute to a court under Article 31 which is to be the sole legally binding forum available to the Parties for resolution of a Dispute hereunder.

### **ARTICLE 41 - LIMITATION OF LIABILITY**

To the fullest extent permitted by law, neither Party or its affiliates ) shall be liable for any special, indirect, punitive, exemplary, incidental or consequential damages resulting in any way from the performance of the services hereunder, including lost profits or other business



interruption damages, whether based in contract, warranty, tort, negligence, strict liability, or otherwise, . . and whether suffered by the other Party or by any of its subcontractors, under or in respect to this Agreement or for any failure or performance related to this Agreement howsoever caused; provided, however, nothing set forth herein shall limit Supplier's liability arising out of its indemnification obligations.

Notwithstanding the foregoing, the total aggregate liability of Supplier to Customer for all liability arising out of or in connection with the performance by Supplier of its obligations under this Agreement shall be limited to an amount equal to the greater of (i) [REDACTED] [REDACTED] Purchase Order. Excluded from this limitation on the Supplier's aggregate liability are any liabilities arising out of or in connection with (a) any and all intellectual property indemnification obligations; (b) gross negligence, fraud or willful misconduct;; or (d) any and all confidentiality obligations. Solely with regard to the general indemnification obligations provided for in Article 18 of this Agreement, Supplier's aggregate liability under this Agreement shall be limited to an amount equal to the greater of (i) [REDACTED] h [REDACTED] of all Purchase Orders under this Agreement.

#### **ARTICLE 42 - PUBLIC RELEASE OF INFORMATION**

Dates, photographs, sketches, advertising and other information relating to the work under this Agreement, which Supplier desires to release or publish, shall be submitted to the Company for approval two (2) weeks prior to the desired release date. As a part of the approval request, Supplier shall identify the specific media to be used as well as other pertinent details of the proposed release. All releases must have the prior written approval of the Company which approval may be withheld without reason or explanation to Supplier.

#### **ARTICLE 43 - SURETY BOND-INTENTIONALLY OMITTED**

#### **ARTICLE 44 - GRATUITIES PROHIBITED**

The Supplier shall not, under any circumstances, offer or extend any gratuity or special favor to any employee or agent of the Company or its affiliates or do anything which might reasonably be interpreted as an attempt to influence any employee or agent of the Company in the conduct of their duties.

**SCHEDULE D Pricing Terms**

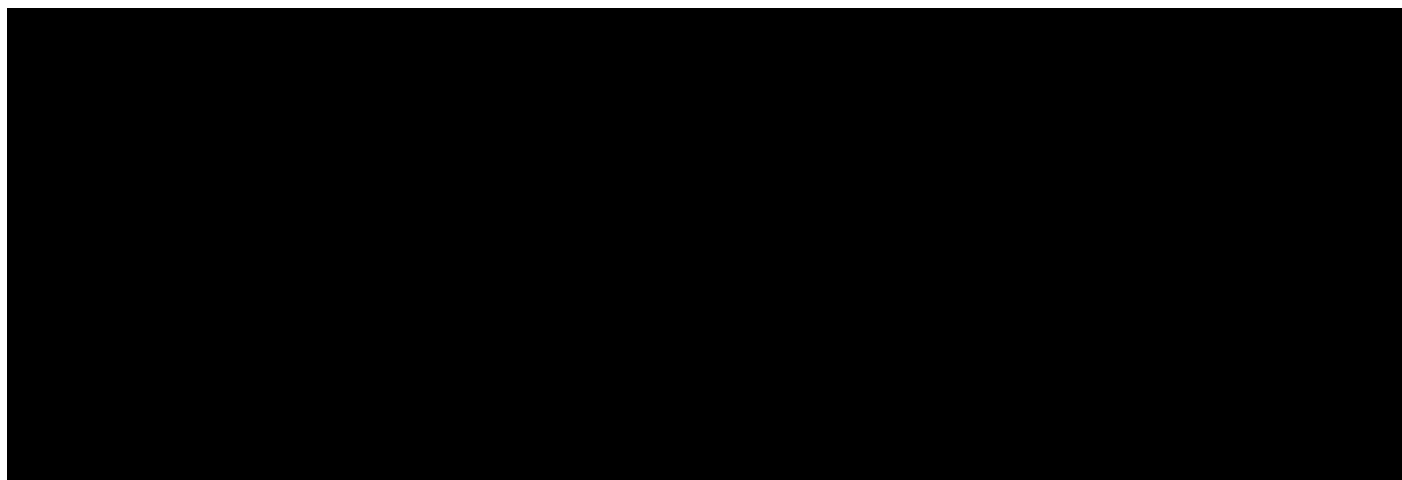
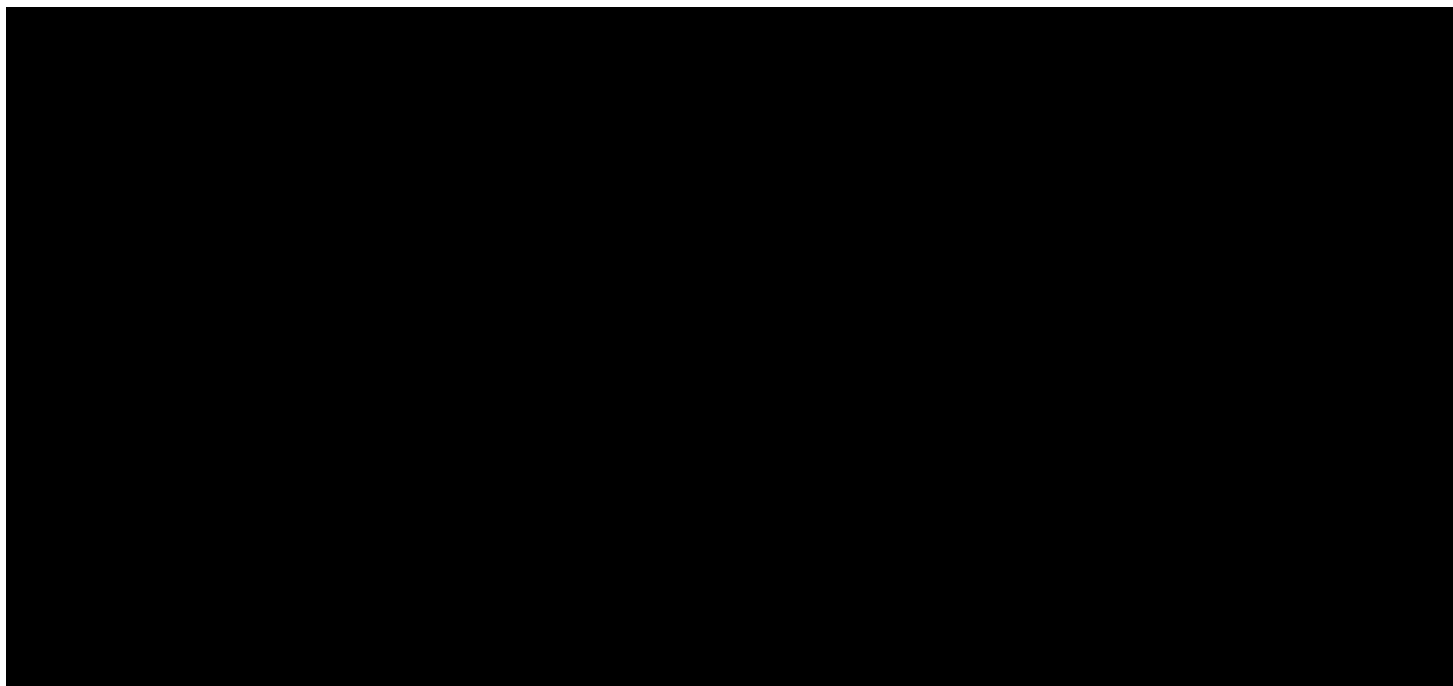
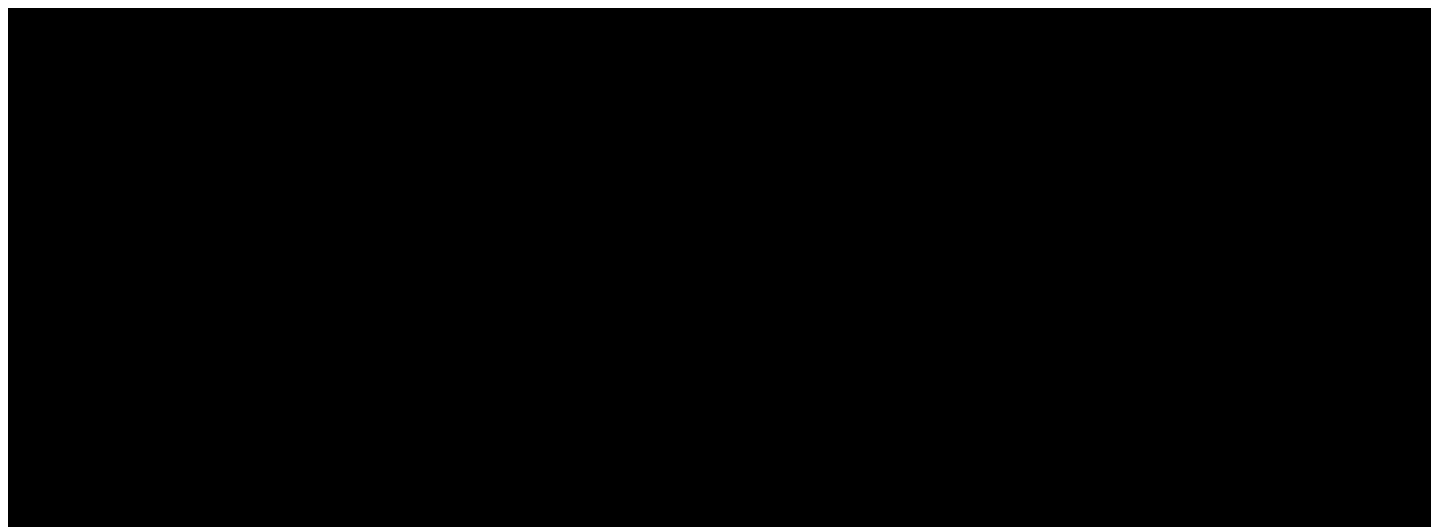
- 1. Pricing shall remain firm and in effect for a period of three years from the Effective Date
- 2. Any requests for price adjustments shall be submitted in writing at least thirty (30) days in advance. Supplier performance will be considered when reviewing any price adjustments, and Customer reserves the right to accept, reject or negotiate any requested price increases.
- 3. Prices quoted are FOB destination pre-paid, freight allowed. ..
- 4. [REDACTED]

**Main Tests**

MID	Short Description	Long Description	Type/Model	Price
[REDACTED]				

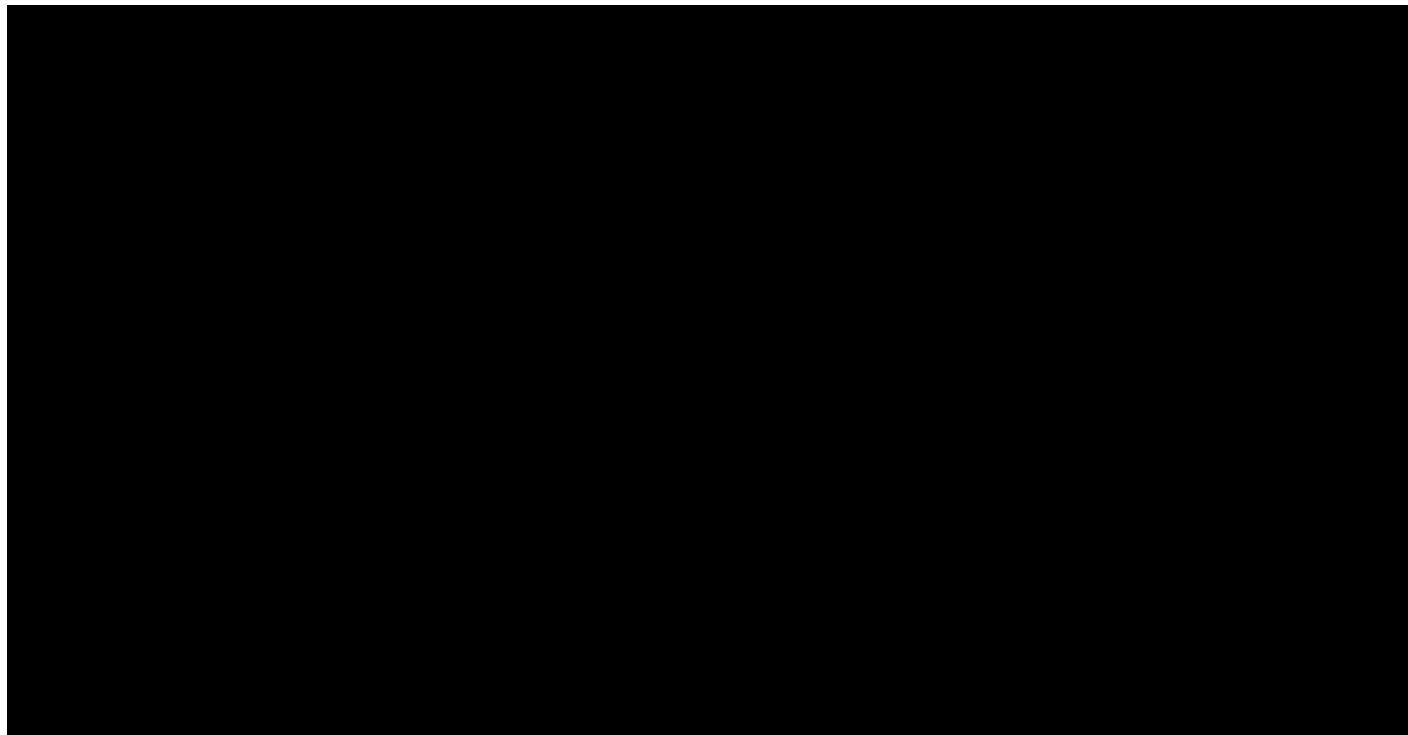
Accessories

MID	Short Description	Long Description	Type/Model	Estimated Price





**SCHEDULE E Special Conditions**

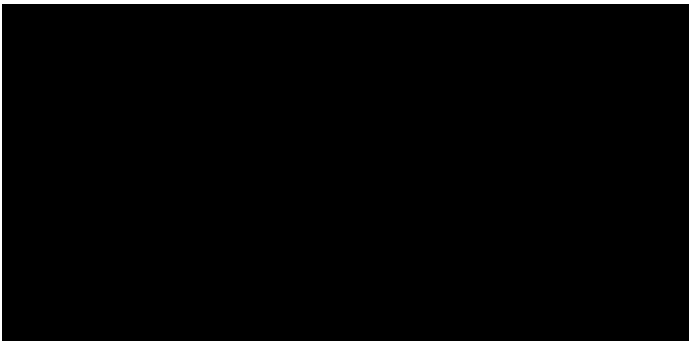


**SCHEDULE F Notices**

Along with all other correspondence requirements included in this Agreement, any notice, request, approval or other document required or permitted to be given under this 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, or when email notice has been given with an acknowledgement given by the appropriate Party representative. The Parties shall acknowledge in writing the receipt of any such notice delivered in person.

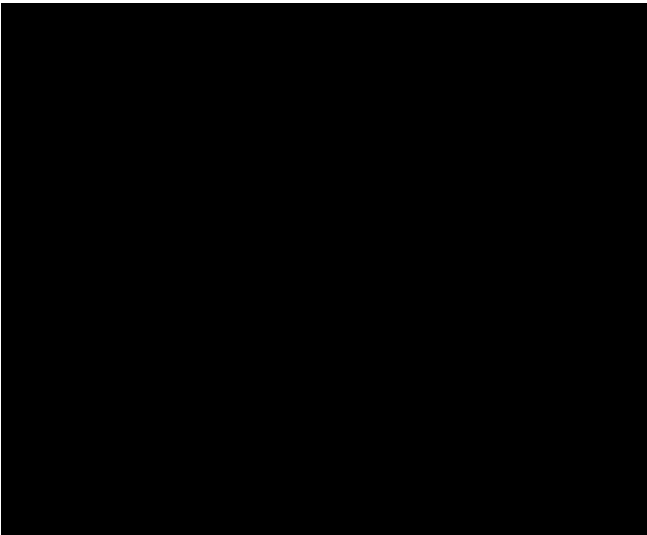
All communications to Customer shall be directed to:

Avangrid Service Company  
Contract Administration  
3 City Center  
180 South Clinton Avenue, 5<sup>th</sup> Floor  
Rochester, NY, 14607  
Phone: 585-771-4456



All communications to Supplier shall be directed to:

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



### **SCHEDULE G 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 and in no way limit the indemnification obligations of the Supplier. 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 and the Companies 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 Ave 5<sup>th</sup> Floor  
Rochester, NY 14607**

1. General Insurance Requirements

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 Rating of not less than "A- VII" and a policyholder surplus of at least \$25,000,000.

Each insurance policy shall have defense costs outside of the limits of liability.

Each insurance policy shall add Customer and its Affiliates as additional insureds. Except of any required professional liability coverage, which shall name Customer and its Affiliates as indemnified parties.

Each insurance policy shall not preclude Customer or its Affiliates from making claims against the Supplier/Consultant/ Labor Supplier.

Supplier shall provide Customer with 30-day notice of cancellation.

Each insurance policy shall contain a breach of warranty clause.



Each insurance policy shall be primary and non-contributory with respect to Customer and its Affiliates.

Each insurance policy shall contain a waiver of subrogation in favor of Customer and its Affiliates.

## Required Coverages

### 1) Workers' Compensation and Employers' Liability Insurance:

Coverage A: Statutory

Coverage B: Limits apply per issued annual policy

Bodily Injury by Accident - \$500,000 each Accident

Bodily Injury y Disease - \$500,000 each Employee

Bodily Injury by Disease - \$500,000 Policy Limit

Policy Information Page Requirements:

Item 1 – First Named Insured and Other Named Insureds

Item 3.A. – State(s) of Operations

Item 3.C. – All Other States Except Monopolistic States

Endorsements;

Voluntary Compensation – WC 00 03 11 A

Alternate Employer – WC 00 03 01 A

FELA – If any basis

Maritime – If any basis

USL&H – If any basis

### 2) Automobile Liability

Combined Single Limit - \$5,000,000 (limits in excess of \$1M can be satisfied by umbrella/excess coverage)

Uninsured/Underinsured – Minimum allowed by State law

Hired/Non-owned liability - \$5,000,000

Symbol – 1

Endorsements:

Employees as Insureds

Fellow Employee Coverage

MCS 90

CA 9948

### 3) General Liability: ISO Form CG 00 01 or its functional equivalent

Per Occurrence - \$1,000,000

General Aggregate - \$2,000,000  
Products Completed - \$2,000,000  
Personal and Advertising Injury - \$1,000,000

Endorsements:

Contractual Liability Amendment  
Explosion, Collapse, Underground Coverage  
Independent Contractors Coverage  
Broad Form Property Damage  
No Punitive or Exemplary Damages Exclusion  
No Subsidence Exclusion

- 4) Umbrella/Excess Liability: Written on a Follow Form Basis and Worldwide  
Coverage Per Occurrence - \$5,000,000  
General Aggregate - \$5,000,000  
Products/Completed Operations - \$5,000,000  
Personal & Advertising Injury - \$5,000,000

Underlying Policies: Commercial General Liability, Auto Liability, Employer's Liability

- 5) Contractor's Pollution Liability  
Per Occurrence - \$5,000,000  
Policy Aggregate - \$5,000,000

Coverage (to the extent applicable):

Environmental Impairment Liability  
Bodily Injury, sickness, disease, mental anguish or shock sustained by any person, including death and mental anguish  
Property Damage including physical injury or destruction of tangible property including resulting loss of use, clean-up costs, and loss of use of tangible property that has not been physically injured or destroyed  
Disposal site coverage and transportation extensions  
Underground storage tanks  
Loss, remediation, clean-up costs and related legal expenses  
Sudden and non-sudden pollution conditions  
No exclusion for loss occurring over water including but not limited to a navigable waterway

- 6) Professional Liability:  
Per Claim - \$5,000,000  
Policy Aggregate - \$5,000,000  
Mitigation of Loss/Rectification - \$5,000,000

Coverage:

Extended Reporting Period – 120 months

Retroactive Date – Date of first design

No Exclusion for environmental impairment liability

No Exclusion for punitive damages to the extent insurable

**SCHEDULE H SECURITY REQUIREMENTS**

**Annex 1 - 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") **Avangrid Service Company** 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 (to the extent applicable) 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) <sup>1</sup>"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 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) <sup>1</sup>"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) <sup>1</sup>"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 effective date of the corresponding MSA, MMA, CSA and/or any associated purchase orders, statements of work, notices 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) To the extent applicable, 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:

1. Substation equipment nameplate information and test results are uploaded to the VENDOR'S cloud-based database for storage and analysis using VENDOR Software if applicable.

2. Test data to be shared with the VENDOR Engineering staff for analysis as requested by Avangrid.

The categories of Personal Data or Company Data that will be processed by VENDOR are Internal Use, and Confidential.

The categories of Personal Data subjects whose information will be processed by VENDOR are : N/A

The instructions for the Processing of Personal Data or Company Data are .

(iii) The duration of the Processing shall be: approximately five years.

(iv) 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.

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(v) 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 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;

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- The ability to quickly restore availability and access to Personal Data in the event of a physical or technical incident; and
- 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;
- encryption of Personal Data

(iii) To the extent applicable, 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) encrypt Personal Data, where applicable; and Safely secure or encrypt Personal Data and Company Data;

(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, ; and ensure that any such portable device or unit is encrypted. Vendor will implement appropriate procedures for such restrictions immediately on a case-by-case basis for applicable Scopes of Work. Vendor will make best efforts to implement the provisions of this subsection throughout its company in a mutually acceptable and reasonable time period, provided further that Vendor regularly provides Company with updates on such progress.

(v) Notify CUSTOMER at [asoc@avangrid.com](mailto:asoc@avangrid.com) or (855)548-7276 no later than seventy-two (72) hours from the date of obtaining actual knowledge of any Data Security Incident, or from the date

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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:

- (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: Brian Smith, Director of Marketing Communications bsmith@doble.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 that pertain to this Agreement 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 seventy-two (72) hours 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 similar third-party personnel 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

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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;

(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) To the extent applicable, 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 beyond the United States or Canada, 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 certify 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 reasonable advance written 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

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conducted during Vendor's normal business hours and in a manner so as to minimize any disruptions to VENDOR'S operations. Any such inspections and/or audits shall not occur more frequently than once (1) every 12 months. To the extent commercially practicable, 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 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 thirty (30) 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) 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, NIST CSF, International Organization for Standardization ("ISO") 27001/27002, Control Objectives for ("COBIT") framework, Center for Internet Security ("CIS") Security Benchmarks, or Top 20 Critical Controls) and (b) any security requirements, obligations, specifications, or event reporting procedures set forth in Schedule A.

(l) 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.

(m) 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

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## AVANGRID Privacy and Data Security Rider

conditions of this Rider. VENDOR'S obligation to indemnify, defend, and hold harmless shall survive termination or expiration of the Agreement and this Rider.

(n) 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]





## AVANGRID Privacy and Data Security Rider

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

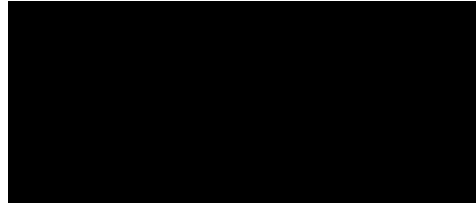
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### CUSTOMER

x-----DocuSigned by:

By: Jason Sheaves  
Name: Jason Sheaves  
Title: Sr. Director, Field Operations  
Date:

### VENDOR



x-----DocuSigned by:

By: Stephanie La Pier  
Name: Stephanie La Pier  
Title: Authorized Representative  
Date: 9/11/2024

*Signature page to Privacy and Data Security Rider]*

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# AVANGRID Privacy and Data Security Rider

## 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

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## AVANGRID Privacy and Data Security Rider

and authenticated virtual private networks, and the number of interconnection points between the two 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 withdraw access from personnel who cease (permanently, indefinitely, or for an extended period of time) 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. 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) To the extent that VENDOR stores any CUSTOMER information in VENDOR'S Microsoft Azure cloud system, 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.

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## AVANGRID Privacy and Data Security Rider

(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 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.

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

.The VENDOR shall conduct periodic analyses of vulnerabilities of the applicable deliverables prior to shipment to CUSTOMER and inform CUSTOMER about any necessary updates, especially those that affect security.

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

(ii) The configuration of devices, equipment and materials shall be adjustable exclusively according to AVANGRID's needs. 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.





## AVANGRID Privacy and Data Security Rider

### 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.

(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.





Avangrid Privacy and Data Security Rider  
(January 3<sup>rd</sup>, 2023)

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## AVANGRID Privacy and Data Security Rider

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Avangrid Privacy and Data Security Rider  
(January 3<sup>rd</sup>, 2023)

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# CIP-013 Security Control Requirements

The Federal Energy Regulatory Commission (“FERC”) has approved the North American Electric Reliability Corporation (“NERC”) Reliability Standard CIP-013 (Cyber Security—Supply Chain Risk Management). This Reliability Standard will supplement the current NERC Critical Infrastructure Protection (“CIP”) Standards to mitigate cybersecurity risks associated with the supply chain for grid-related cyber systems.

## **Definitions**

The following definitions apply only to the terms and conditions in this Annex.

“**CEII**” means Critical Energy Infrastructure Information and/or Critical Electric Infrastructure Information.

“**Company**” means the organization that acquires or procures a product or service.

“**Company Information**” means for purposes of these terms and conditions, any and all information concerning Company and its business in any form, including, without limitation, the products and services provided under this Agreement that is disclosed to or otherwise learned by Contractor during the performance of this Agreement.

“**Contractor**” or “**Vendor**” or “**Supplier**” means the organization or individual that enters into an agreement with the Company for supplying a product or service.

“**Contractor Proprietary Information**” means any Contractor information that is considered highly confidential where disclosure outside of the Company may result in significant loss of Contractor’s intellectual property, PII, etc. and may cause damage to the operational effectiveness or otherwise substantially disrupt significant business operations, with examples including but not limited to: source code, private encryption keys, or Company Information.

“**Disclosed**” means any circumstance when the security, integrity, or confidentiality of any Company Information has been compromised, including but not limited to incidents where Company Information 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 any unauthorized purpose.

“**PII**” means Personally Identifiable Information.

“**Security Incident**” means any circumstance when (i) Contractor knows or reasonably believes that Company Information hosted or stored by the Contractor has been Disclosed; (ii) Contractor knows or reasonably believes that an act or omission has compromised or may reasonably compromise the cybersecurity of the products and services provided to Company by Contractor or the physical, technical, administrative, or organizational safeguards protecting Contractor's systems or Company's systems storing or hosting Company Information that may affect the Company Information or that could pose a cyber security risk to the Company; or (iii) Contractor receives any third-party complaint, notice, or communication which relates directly or indirectly to a Security Incident involving (A) Contractor’s handling of Company Information or Contractor's compliance with the data safeguards in this

*November 2022*

Agreement or applicable laws; in connection with Company Information or (B) a verified impact to the cybersecurity of the products and services provided to Company that could pose a cybersecurity risk to the Company

**“Vulnerability”** means a weakness in an information system, system security procedures, internal controls, firmware, software, or implementation that could result in a Security Incident including being exploited or triggered by a threat source.

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**Requirement R1.2.1**

Notification by the vendor of vendor-identified incidents related to the products or services provided to the Responsible Entity that pose cyber security risk to the Responsible Entity.

Contractor agrees to notify Company immediately at SOC at 855-548-7276 and [asoc@avangrid.com](mailto:asoc@avangrid.com) by email, after Contractor's knowledge or reasonably suspected of an occurrence of a Security Incident.

The written notice shall include the date and time of the Security Incident's occurrence (or the approximate date and time of the occurrence if the actual date and time of the occurrence is not precisely known) and a summary of the facts and circumstances of the Security Incident, including a description, to the extent known, of a) why the Security Incident occurred (*e.g.*, a description of the reason for the system failure), (b) the amount and nature of Company Information known or reasonably believed to have been Disclosed (if applicable), and (c) the measures being taken to address and remedy the Security Incident and to prevent the same or a similar event from occurring in the future. In the event Contractor is required by law enforcement to withhold such notification, Contractor is under no obligation to notify Company until such withholding is no longer required.

If such written notice is provided in the preceding paragraph, Contractor shall provide written updates to the initial written notice to Company addressing any new facts and circumstances learned after the initial written notice is provided and shall provide such updates within a reasonable time after learning of those new facts and circumstances.

Contractor shall reasonably cooperate with Company in Company's efforts to determine the risk posed by the Security Incident to Company Information and Company assets.



**Requirement R1.2.2**

Coordination of responses to vendor-identified incidents related to the products or services provided to the Responsible Entity that pose cyber security risk to the Responsible Entity.

Development and Implementation of a Response Plan: Contractor shall develop and implement a "Response Plan," which shall include policies and procedures to address Security Incidents. The Response Plan shall include appropriate provisions for mitigating the harmful effects of Security Incidents and addressing and remedying the occurrence(s) to prevent the recurrence of similar Security Incidents in the future. Contractor shall provide Company access to inspect Contractor's Response Plan, provided that Contractor shall have a right to redact any part of the Response Plan that contains Contractor Proprietary Information or information protected by legal privilege.

The development and implementation of the Response Plan shall follow industry standard practices, such as those that at a minimum are consistent with the contingency planning requirements of NIST Special Publication 800-61 Rev. 2, NIST Special Publication 800-53 Rev. 4, CP-1 through CP-13 and the incident response requirements of NIST Special Publication 800-53 Rev. 4, IR-1 through IR-10 as those standards may be amended.

Prevention of Recurrence: If the Security Incident arises from Contractor-provided software, hardware, or equipment, then, within 14 days of a Security Incident, Contractor shall develop and take necessary steps to execute a plan that reduces the likelihood of the same or a similar Security Incident from occurring in the future consistent with the requirements of its Response Plan and industry standards (e.g., NIST Special Publication 800-61 Rev. 2 and NIST Special Publication 800-184, as may be amended) and shall communicate to Company the implementation of such plan to reduce a similar Security Incident. If the Security Incident arises from a third-party supplier's software, equipment or services, then if Contractor is permitted to disclose such information, Contractor shall provide updates to Company of such third-party supplier's plan for the prevention of recurrence of such Security Incident. Except to the extent publicly available, any information provided hereunder by Contractor shall be treated as confidential and not disclosed to any third party without Contractor's prior written approval, unless required by applicable governmental entities.

Coordination of Incident Response with Company:

(a) Contractor will, at its sole cost and expense, assist and cooperate with Company with respect to any investigation of and response to a Security Incident and disclosures to affected parties in connection with a Security Incident or required under any applicable laws related to a Security Incident.

*November 2022*

(b) In the event a Security Incident results in Company Information being Disclosed such that notification is required to be made to any person or entity, including without limitation any customer, shareholder, or current or former employee of Company under any applicable laws, including privacy and consumer protection laws, or pursuant to a request or directive from a governmental authority, such notification will be provided by Company, except as required by applicable law or approved by Company in writing. Company will have sole control over the timing and method of providing such notification.

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**Requirement R1.2.3**

Notification by vendors when remote or onsite access should no longer be granted to vendor representatives.

Development and Implementation of Access Control Policy: Contractor shall develop and implement policies and procedures to address the security of Contractor's remote and onsite access to Company Information, Company systems and networks, and Company property (an "Access Control Policy") that is consistent with the personnel management requirements of industry standard practices (e.g., NIST Special Publication 800-53 Rev. 4 AC-2, PE-2, PS- 4, and PS-5 as may be amended) and also meets the following requirements:

Company Authority Over Access: In the course of furnishing products and services to Company under this Agreement, Contractor shall not access, and shall not permit its employees, agents, contractors, and other personnel or entities within its control ("Contractor Personnel") to access Company's property, systems, or networks or Company Information without Company's prior express written authorization. Such written authorization may subsequently be revoked by Company, at any time in its sole discretion. Further, any Contractor personnel access shall be consistent with, and in no case exceed the scope of, any such approval granted by Company. All Company-authorized connectivity or attempted connectivity to Company's systems or networks shall be in conformity with Company's security policies as may be amended from time to time with notice to the Contractor.

Contractor Review of Access: Contractor will review and verify Contractor personnel's continued need for access and level of access to Company Information and Company systems, networks and property on a quarterly basis and will retain evidence of the reviews for two year from the date of each review.

Notification and Revocation: Contractor will promptly notify Company, but no later than 2 hour(s) in) when

- (i) any Contractor personnel no longer requires such access in order to furnish the services or products provided by Contractor under this Agreement,
- (ii) any Contractor personnel is terminated or suspended or his or her employment is otherwise ended,
- (iii) Contractor reasonably believes any Contractor personnel poses a threat to the safe working environment at or to any Company property, including to employees, customers, buildings, assets, systems, networks, trade secrets, confidential data, and/or Company Information,
- (iv) there are any material adverse changes to any Contractor personnel's background history, including, without limitation, any information not previously known or reported in his or her background report or record,

*November 2022*

(v) any Contractor personnel loses his or her U.S. work authorization, or

(vi) Contractor's provision of products and services to Company under this Agreement is either completed or terminated, so that Company can discontinue electronic and/or physical access for such Contractor personnel.

Contractor will take all steps reasonably necessary to immediately revoke such Contractor personnel's electronic and physical access to Company Information as well as Company property, systems, or networks, including, but not limited to, removing and securing individual credentials and access badges, multifactor security tokens, and laptops, as applicable. Further, for such revoked Contractor personnel, Contractor will return to Company any Company-issued property including, but not limited to, Company photo ID badges, keys, parking passes, documents, or electronic equipment in the possession of such Contractor personnel. Contractor will notify Company at SOC at 855-548-7276 *and* asoc@avangrid.com once access to Company Information as well as Company property, systems, and networks has been removed.

**Requirement R1.2.4**

Disclosure by vendors of known vulnerabilities related to the products or services provided to the Responsible Entity.

Contractor shall develop and implement policies and procedures to address the disclosure by Contractor of known Vulnerabilities and defects related to the products and services provided to Company under this Agreement including the following:

(a) Prior to the delivery of the procured product or service, Contractor shall provide or direct Company to an available source of summary documentation of publicly disclosed vulnerabilities and material defects in the procured product or services, the potential impact of such vulnerabilities and material defects, the status of Contractor's efforts to mitigate those publicly disclosed vulnerabilities and material defects, and Contractor's recommended corrective actions, compensating security controls, mitigations, and/or procedural workarounds.

(b) Contractor shall provide or direct Company to an available source of summary documentation of vulnerabilities and material defects in the procured product or services within thirty (30) calendar days after such vulnerabilities and material defects become known to Contractor, consistent with ISO/IEC 30111 and 29147 for Coordinated Vulnerability Disclosure. The summary documentation shall include a description of each vulnerability and material defect and its potential impact, root cause, and recommended corrective actions, compensating security controls, mitigations, and/or procedural workarounds (e.g., monitoring).

(c) Contractor shall disclose the existence of all known methods for bypassing computer authentication in the procured product or services, often referred to as backdoors, and provide written attestation that all such backdoors created by Contractor have been permanently remediated.

(d) Contractor shall implement a vulnerability detection and remediation program consistent with industry standards (e.g., ISO-27417 Vulnerability Disclosure, NIST Cybersecurity Framework v1.1 Reference RS.AN-5, NIST Special Publication 800-53 Rev. 4 RA-5, SA-11, and SI-2, as may be amended.)

Disclosure of Vulnerabilities by Company: Whether or not publicly disclosed by Contractor and notwithstanding any other limitation in this Agreement and following reasonable written notice provided to and acknowledged by Contractor, Company may disclose any vulnerabilities, material defects, and/or other findings related to the products and services provided by Contractor to (a) the Electricity Information Sharing and Analysis Center ("E-ISAC"), the United States Cyber Emergency Response Team ("CERT"), or any equivalent U.S. governmental entity or program, (b) to any applicable U.S. governmental entity, upon mutual agreement of Company and Contractor, when necessary to preserve the reliability of the BES, or (c) any entity required by applicable law.

**Requirement R1.2.5**

Verification of software integrity and authenticity of all software and patches provided by the vendor for use in the BES Cyber System.

**Hardware, Firmware, Software, and Patch Integrity and Authenticity:**

- (a) Contractor shall establish, document, and implement risk management practices for supply chain delivery of hardware, software (including patches), and firmware provided under this Agreement, in accordance with industry standards and until otherwise noted with end of sale, end of support, and/or end of life. Contractor shall provide documentation on its: chain-of-custody practices, inventory management program (including the location and protection of spare parts), information protection practices, integrity management program for components provided by sub-suppliers, instructions on how to request replacement parts, and commitments to ensure that for *24 months* spare parts shall be made available by Contractor.
- (b) Upon request by Company and if such information is not confidential or Contractor's Proprietary Information or otherwise protected by legal privilege, Contractor shall specify how digital delivery for procured products (*e.g.*, software and data) including patches will be validated and monitored to ensure the digital delivery remains as specified. When product features and delivery mechanisms allow, Contractor shall apply encryption technology to protect procured products throughout the delivery process.
- (c) If Contractor provides software or patches to Company, Contractor shall publish or provide a hash conforming to the Federal Information Processing Standard (FIPS) Security Requirements for Cryptographic Modules (FIPS 140-2) or similar standard information on the software and patches to enable Company to use the hash value as a checksum to independently verify the integrity of the software and patches.
- (d) Contractor shall identify or provide Company with a method to identify the country (or countries) of origin, of the procured Contractor product and its components (including country of manufacture (hardware) and country of build (software and firmware). Contractor will identify the countries where the development, manufacturing, maintenance, and service for the Contractor product are provided. Contractor will notify Company of changes in the list of countries where product maintenance or other services are provided in support of the procured Contractor product. This notification in writing shall occur at least 180 days prior to initiating a change in the list of countries.
- (e) Contractor shall provide a software bill of materials for procured (including licensed) products consisting of a list of components and associated metadata that make up a component.
- (f) Contractor shall use or arrange for the use of trusted channels to ship procured products, such as U.S. registered mail and/or tamper-evident packaging for physical deliveries,
- (g) Contractor shall demonstrate a capability for detecting unauthorized access throughout the delivery process.

(h) Contractor shall provide chain-of-custody documentation for procured products appropriate to scope of supply.

Patching Governance:

(a) Prior to the delivery of any products and/or services to Company or any connection of electronic devices, assets, or equipment to Company's electronic equipment, Contractor shall provide documentation regarding the patch management and vulnerability management/mitigation programs and update Contractor's process (including for any third-party hardware, software, and firmware) for products, services, and any electronic device, asset, or equipment required by Contractor to be connected to the assets of Company during the provision of products and services under this Agreement. This documentation shall include information regarding:

- (i) the resources and technical capabilities to sustain this program and process such as the method or recommendation for how the integrity of a patch is validated by Company; and
- (ii) the approach and capability to remediate newly reported zero-day vulnerabilities for Contractor products.

(b) Unless otherwise approved by the Company in writing, products and services supplied by Contractor shall not require the use of any out-of-date, unsupported, or end-of-life version of third-party components (*e.g.*, Java, Flash, Web browser, etc.).

(c) Contractor shall verify and provide documentation that procured products (including third-party hardware, software, firmware, and services) have appropriate updates and patches installed prior to product or service supply to the Company.

(d) In providing the products and services described in this Agreement, Contractor shall provide or arrange for the provision of appropriate software and firmware updates to remediate newly discovered vulnerabilities or weaknesses for Contractor products within 30 days. Updates to remediate critical vulnerabilities shall be provided within a shorter period than other updates, within 15 days. If updates cannot be made available by Contractor within these time periods, Contractor shall provide mitigations, methods of exploit detection, and/or workarounds within 10 days.

(e) In providing third-party hardware, software (including open-source software), and firmware is provided by Contractor to Company, Contractor shall provide or arrange for the provision of appropriate hardware, software, and/or firmware updates to remediate newly discovered vulnerabilities or weaknesses, if such vulnerabilities or weaknesses are applicable to the Company's use of the third-party product in its system environment, within 30 days of availability from the original supplier and/or patching source. Updates to remediate critical vulnerabilities applicable to the Contractor's use of the third-party product in its system environment shall be provided within a shorter period than other updates, within 30 days of availability from the original supplier and/or patching source. If applicable third-party updates cannot be integrated, tested, and made available by Contractor within these time periods, Contractor shall provide or arrange for the provision



of recommended mitigations and/or workarounds within 30 days.

Viruses Firmware and Malware:

(a) Contractor will use reasonable efforts to investigate whether computer viruses or malware are present in any software or patches before providing such software or patches to Company. To the extent Contractor is supplying third-party software or patches, Contractor will use reasonable effort to ensure the third-party investigates whether computer viruses or malware are present in any software or patches providing them to Company or installing them on Company's information networks, computer systems, and information systems.

(b) Contractor warrants that it has no knowledge of any computer viruses or malware coded or introduced into any software or patches, and Contractor will not insert any code which would have the effect of disabling or otherwise shutting down all or a portion of such software or damaging information or functionality. To the extent Contractor is supplying third-party software or patches, Contractor will use reasonable efforts to ensure the third-party will not insert any code which would have the effect of disabling or otherwise shutting down all or a portion of such software or damaging information or functionality.

(c) When install files, scripts, firmware, or other Contractor-delivered software solutions (including third-party install files, scripts, firmware, or other software) are flagged as malicious, infected, or suspicious by an anti-virus vendor, Contractor must provide or arrange for the provision of technical justification as to why the "false positive" hit has taken place to ensure their code's supply chain has not been compromised.

(d) If a virus or other malware is found to have been coded or otherwise introduced as a direct result of Contractor's breach of its obligations under this Agreement, Contractor shall upon written request by Company and at its own cost:

(i) Take all commercially reasonable action to eliminate the virus or other malware throughout Company's information networks, computer systems, and information systems; and

(ii) If the virus or other malware causes a loss of operational efficiency or any loss of data (A) where Contractor is obligated under this Agreement to back up such data, take all commercially reasonable steps necessary and provide all assistance required by Company and its affiliates, or (B) where Contractor is not obligated under this Agreement to back up such data, use commercially reasonable efforts, in each case to mitigate the loss of or damage to such data and to restore the efficiency of such data.

End of Life Operating Systems:

(a) Unless otherwise mutually agreed, Contractor-delivered solutions will not be required to reside on end-of-sale, end-of-support, and end-of-life operating systems, or any operating system that is known to be reaching such status six (6) months from the date of installation.

(b) As mutually agreed, Contractor solutions will support the latest versions of operating systems on which Contractor-provided software functions within twenty-four (24) months from official public release of that operating system version.



Cryptographic Requirements:

- (a) Contractor shall document how the cryptographic system supporting the Contractor's products and/or services procured under this Agreement protects the confidentiality, data integrity, authentication, and non-repudiation of devices and data flows in the underlying system. This documentation shall include, but not be limited to, the following:
- (i) The cryptographic methods (hash functions, symmetric key algorithms, or asymmetric key algorithms) and primitives (*e.g.*, Secure Hash Algorithm SHA- 256, Advanced Encryption Standard AES-128, RSA, and Digital Signature Algorithm DSA-2048) that are implemented in the system, and how these methods are to be implemented.
  - (ii) The preoperational and operational phases of key establishment, deployment, ongoing validation, and revocation.
- (b) Contractor will use only "approved" cryptographic methods as defined in the FIPS 140-2 Standard when enabling encryption on its products.
- (c) As mutually agreed, Contractor shall provide or arrange for the provision of an automated remote key-establishment (update) method that protects the confidentiality and integrity of the cryptographic keys.
- (d) Contractor shall ensure that:
- (i) As mutually agreed, the system implementation includes the capability for configurable cryptoperiods (the life span of cryptographic key usage) in accordance with the Suggested Cryptoperiods for Key Types found in Table 1 of NIST 800-57 Part 1, as may be amended.
  - (ii) As mutually agreed, the key update method supports remote re-keying of all devices within *6 months* as part of normal system operations.
  - (iii) Emergency re-keying of all devices can be performed remotely or on-site within 30 days.
- (e) Contractor shall provide or arrange for the provision of a method for updating cryptographic primitives or algorithms.

**Requirement R1.2.6**

Coordination of controls for (i) vendor-initiated interactive remote access, and (ii) system-to-system remote access with a vendor(s).

Contractor shall coordinate with Company on all remote access to Company's systems and networks, regardless of interactivity, and shall comply with any controls for interactive remote access and system-to-system remote access sessions requested by Company.

Controls for Remote Access: Contractors that directly, or through any of their affiliates, subcontractors, or service providers, connect to Company's systems or networks agree to the additional following protective measures:

- (a) Contractor will not access and will not permit any other person or entity to access, Company's systems or networks without Company's written authorization and any such actual or attempted access will be consistent with any such written authorization.
- (b) Contractor shall implement processes designed to protect credentials as they travel throughout the network and shall ensure that network devices have encryption enabled for network authentication to prevent possible exposure of credentials.
- (c) Contractor shall ensure Contractor Personnel do not use any virtual private network or other device to simultaneously connect machines on any Company system or network to any machines on any Contractor or third-party systems, without
  - (i) using only a remote access method consistent with Company's remote access control policies,
  - (ii) providing Company with the full name of each individual who uses any such remote access method and the phone number and email address at which the individual may be reached while using the remote access method, and
  - (iii) ensuring that any computer used by Contractor personnel to remotely access any Company system or network will not simultaneously access the Internet or any other third-party system or network while logged on to Company systems or networks.
- (d) Contractor shall ensure Contractor Personnel accessing Company networks are uniquely identified and that accounts are not shared between Contractor personnel.

**Supporting Provisions****Contractor Cybersecurity Policy:**

Contractor will demonstrate to Company the Contractor's cybersecurity policy which shall be consistent with industry standard practices (e.g., NIST Special Publication 800-53 (Rev. 4) as may be amended). Contractor will implement and comply with its established cybersecurity policy.

Any changes to Contractor's cybersecurity policy as applied to products and services provided to Company under this Agreement and Company Information shall not decrease the protections afforded to Company or Company Information and any material changes shall be communicated to the Company in writing by Contractor prior to implementation.

**Return or Destruction of Company Information:**

Upon the later of (i) completion of the delivery of the products and services to be provided under this Agreement, (ii) the termination of any applicable warranty period under the Agreement or (iii) the termination of this Agreement, Contractor will return to Company all hardware and removable media provided by Company containing Company Information. Company Information in such returned hardware and removable media shall not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise reasonably directed by Company. If the hardware or removable media containing Company Information is owned by Contractor or a third-party, a notarized statement detailing the destruction method used and the data sets involved, the date of destruction, and the entity who performed the destruction will be sent to a designated Company security representative within thirty (30) calendar days after the later of (i) completion of the delivery of the products and services to be provided under this Agreement, (ii) the termination of any applicable warranty period under the Agreement or (iii) the termination of this Agreement. Contractor's destruction or erasure of Company Information pursuant to this Section shall be in compliance with industry standard practices (e.g., Department of Defense 5220-22-M Standard, as may be amended).

**Audit Rights:**

Upon request, Contractor shall provide to Company the opportunity to review a copy of the Contractor's policies, procedures, evidence and independent audit report summaries, , that are part of a cyber security framework (e.g., ISO-27001, SOC2). Company or its third-party designee may, but is not obligated to, perform audits or other tests of Contractor's IT or systems environment and procedural controls to determine Contractor's compliance with the system, network, data, and information security requirements of this Agreement. Company audits of the Contractor system shall be done with at least 30 days advance notice. These audits and tests may include coordinated security tests as mutually agreed to not unduly affect Contractor operations, interviews of relevant personnel, review of documentation, and technical inspection of systems and networks as they relate to the receipt, maintenance, use,

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retention, and authorized destruction of Company Information. Contractor shall provide all information reasonably requested by Company in connection with any such audits and shall provide reasonable access and assistance to Company upon request. Contractor will comply, within reasonable timeframes at its own cost and expense, with all reasonable recommendations that result from such inspections, tests, and audits. Company reserves the right to view, upon request, any original security reports that Contractor has undertaken or commissioned to assess Contractor's own network security. Any regulators of Company or its affiliates shall have the same rights of audit as described herein upon request.

Regulatory Examinations:

Contractor agrees that any regulator or other governmental entity with jurisdiction over Company and its affiliates may examine Contractor's activities relating to the performance of its obligations under this Agreement to the extent such authority is granted to such entities under the applicable law. Contractor shall promptly cooperate with and provide all information reasonably requested by the regulator or other governmental entity in connection with any such examination and provide reasonable assistance and access to equipment, records, networks, and systems reasonably requested by the regulator or other governmental entity. Contractor agrees to comply with reasonable recommendations that result from such regulatory examinations within reasonable timeframes.

**SCHEDULE I Contractor Background Check Requirements**

Please see separate document

**SCHEDULE J – AVANGRID NETWORKS SAFETY REQUIREMENTS**


Please see separate document



# Avangrid Networks EH&S Procedure

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

Acceptance Matrix	Name	Title	Signature	Date
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		Standard Operating Procedure		Page:	2 of 50
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## 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, EHSPs 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/cm<sup>2</sup> (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

<b>Avangrid</b>	<b>Avangrid Inc. ("Owner") and its affiliates.</b>
<b>Avangrid Representative</b>	<b>With respect to a Project, the representative of Owner designated pursuant to the Agreement.</b>
<b>Best Management Practices</b>	<b>Techniques, methods, processes and activities that achieve an ongoing minimization of an activity's environmental harm through cost effective and practical measures.</b>
<b>Competent Person</b>	<b>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.</b>
<b>Contracted Services</b>	<b>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.</b>
<b>Contractor Orientation</b>	<b>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.</b>
<b>Contractor Representative</b>	<b>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.</b>
<b>Designated Representative</b>	<b>Individual assigned by Owner to act on its behalf and to undertake certain activities as specifically outlined in the Contract.</b>
<b>Environmental, Health and Safety Plan (EHASP):</b>	<b>A project-specific document prepared by the Contractor to identify all significant tasks, anticipated hazards and mitigation steps.</b>
<b>Facility:</b>	<b>A staffed building owned by the Organization excluding vaults, manholes, and other field installations.</b>

<b>Field Installation</b>	<b>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.</b>
<b>Fugitive Dust</b>	<b>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.</b>
<b>Hot Work</b>	<b>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.</b>
<b>Hot Work Permit</b>	<b>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).</b>
<b>Incident</b>	<p><b>Unexpected event that results in, or could potentially result in, at least one of the following outcomes:</b></p> <ul style="list-style-type: none"> <li>○ <b>Injury – event that causes harm to people;</b></li> <li>○ <b>Property Damage – event that causes damage to property;</b></li> <li>○ <b>Adverse Public Impact – event that disrupts service to the public or results in adverse public reaction;</b></li> <li>○ <b>Environmental - event that is a departure from standard operating conditions that can or does have an impact on human health or the environment; or</b></li> </ul>
<b>Job Brief</b>	<b>A documented brief covering hazards associated with the job, work procedures involved, special precautions, energy-source controls, and personal protective equipment requirements.</b>
<b>Near-Miss</b>	<b>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.</b>
<b>Open-burning</b>	<b>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.</b>

<b>Owner</b>	<b>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.</b>
<b>Project</b>	<b>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.</b>
<b>Purchase Order (PO):</b>	<b>an agreement/contract between Avangrid or one of its affiliated Companies and a Contractor to provide Contracted Services and/or materials.</b>
<b>Qualified Electrical Worker</b>	<b>A person knowledgeable in the construction and operation of the electrical power generation, transmission and distribution equipment involved and the associated hazards.</b>
<b>Qualified Gas Worker</b>	<b>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).</b>
<b>Routine Maintenance</b>	<b>The maintenance or repair of existing utilities.</b>
<b>Scope of Work</b>	<b>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.</b>
<b>Site</b>	<b>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</b>

**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.**