

## **MASTER SERVICES PROCUREMENT AGREEMENT**

**THIS MASTER SERVICES PROCUREMENT AGREEMENT** (the “Agreement”) is made this August 28, 2024 (the “Effective Date”) by and between **Avangrid Service Company**, a Delaware corporation, with offices located at One City Center, 5th Floor, Portland, Maine 04101 (hereinafter, “Customer”) [REDACTED] (hereinafter, “Supplier” or “Vendor” or “Contractor”). Customer and Supplier may be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, Customer is authorized to assist the utility operating company(ies) identified in *Schedule A*, attached hereto and made part hereof, in procuring certain services that they may require from time to time in the operations of their respective businesses, including the services described in *Schedule B*, attached hereto and made part hereof (the “Services”); and

WHEREAS, the Supplier states that it is an established and well-known provider of the Services possessing the skills, qualifications, and experience necessary to perform and manage such Services in an efficient, cost-effective, and controlled manner, with a high degree of quality and responsiveness, and that it has successfully performed similar services for other customers and is willing to provide the Services to the utility operating company Affiliates of Customer 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 the Supplier as a vendor-of-choice for the Services, which shall be procured and awarded in accordance with this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the 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) “Business Day” a calendar day other than Saturday, Sunday or a legal, public or bank holiday in the State of New York.

- (c) “Company” shall mean the company(ies) specified in *Schedule A*, attached hereto and made part hereof.
- (d) “Company Department” shall mean the business unit in Avangrid that coordinates and manages this Agreement.
- (e) “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 Purchase Order.
- (f) “Day” shall mean a calendar day including Saturday, Sunday or a legal, public or bank holiday in the State of New York.
- (g) The “Effective Date” shall mean the date specified in the recitals of this Agreement.
- (h) “Industry Standards” any of the practices, methods, standards and acts engaged in, or approved by, a significant portion of the independent power industry for the engineering, procurement, construction and maintenance of services similar to the Project and located in the United States that, at a particular time, in the exercise of prudent and reasonable judgment by those experienced in the industry, in light of the facts known or that should reasonably have been known at the time a decision was made, could have been expected to accomplish the desired result consistent with good business practices, reliability, economy, health, safety and expedition. “Industry Standards” are not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather to be practices, methods and acts generally accepted in the United States, having due regard for, among other things, manufacturers’ warranties, contractual obligations, the requirements or guidance of any Governmental Authority, Applicable Law, applicable NERC reliability requirements and the requirements of applicable insurance policies.
- (i) “Intellectual Property” in relation to any and all technology, software, firmware, know-how, processes, inventions, ideas, discoveries, techniques, algorithms, programs, discoveries, improvements, devices, products, concepts, designs, prototypes, samples, models, technical information, materials, drawings, specifications, mask works, topography and other works of authorship, any and all rights, priorities and privileges relating to intellectual property therein, whether arising under United States, multinational or foreign laws or otherwise, including but not limited to copyright applications and registrations, copyright licenses, patent applications and registrations, patent licenses, trademark applications and registrations, trademark licenses, trade secret rights and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.
- (j) “Project” shall mean the Services specified in each Purchase Order.
- (k) “Project Completion Date” shall mean the date in which the Project is fully realized to the satisfaction of the Customer and applicable Company(ies).
- (l) “Purchase Order” shall mean a purchase order issued by Company or a Company(ies) in accordance with this Agreement.

- (m) “RFP” shall mean a request for proposal for all or a portion of the Services by Customer or the Company.
- (n) “Scope of Work” shall mean the services described in ***Schedule B***, attached hereto and made part hereof.
- (o) “Services” shall mean the services and/or related materials described in ***Schedule B***, attached hereto and made part hereof.
- (p) “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.
- (q) “Supplement” is a written Purchase Order Supplement, signed by the Customer and issued after the execution of this Agreement, authorizing an addition, deletion, or revision in the Services or an adjustment in the Contract Price or the Schedule.
- (r) “Term” shall mean the term of this Agreement, as extended or terminated early in accordance with this Agreement.
- (s) “Terms and Conditions” shall mean the terms and conditions governing the performance of the Services and related matters pursuant to a Purchase Order, as set forth in ***Schedule C***, attached hereto and made part hereof.

## **2. PROCESS FOR AWARDING SERVICES**

**2.1** Customer agrees that, upon a request made to Customer by a Company for assistance in procuring Services, Customer shall, on its own or with the assistance of the Company(ies) requiring the Services, take either of the steps delineated in subsections (a) or (b) toward procuring Services from the Supplier:

(a) Issuance of Purchase Order. Customer or the Company(ies) requesting the Services shall issue to the Supplier duplicate originals of a Purchase Order for the Services incorporating: (i) a scope of work consistent with the standards set forth in ***Schedule B***, (ii) the Terms and Conditions set forth in ***Schedule C***, and (iii) and the pricing terms set forth in ***Schedule D***. Upon receipt of an authorized Purchase Order, Supplier shall commence performance of the Services in accordance with the terms therein.

OR

(b) Issuance of an RFP. (i) Customer or the Company(ies) requesting the Services 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 Services to be provided by the Supplier, consistent with the scope and

other requirements specified in the RFP, and (2) Supplier's fees and charges for completing the Services, which will be incorporated as ***Schedule D*** of the Agreement and 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 Services, in their sole and absolute discretion, determine that they wish to award a contract for Services and thereupon select the Supplier's proposal, Customer may elect to issue a Purchase Order and (in such instance) Customer shall forward duplicate original Purchase Orders for the Services (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 performance of the Services 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 makes no representation or warranty that Customer or any Company(ies) will issue any Purchase Orders or RFPs, or any minimum dollar volume of Purchase Orders or RFPs, during the Term of this Agreement. Customer or the Company(ies) requesting Services may terminate a Purchase Order or RFP for such Services at any time upon written notice, without penalty or other obligation, prior to commencement of performance of the Services by Supplier in accordance with the terms herein.

(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 Company(ies), shall not constitute an offer by Customer, or any Company, to purchase Services, and that an enforceable agreement for Services shall result only when Customer or any Company(ies) authorizes a Purchase Order for such Services, processed in accordance with this Section 2, and such Purchase Order is issued to Supplier by Customer, or a Company.

(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 Services set forth 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 Requirement attached hereto as ***Schedule H***, if any;
- (v) The Insurance requirements attached hereto as ***Schedule G***.

(vi) The Scope of Services 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), (vi) and 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. If ***Schedule D*** does not specify a time period, pricing terms shall be fixed for the Term 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 Services awarded to Supplier, Supplier shall include in such calculation the volumes or quantities of Services for all Purchase Orders issued by Customer or any Company(ies) during the relevant time period.

(b) Within thirty (30) days following each anniversary of the Effective Date of this Agreement, Supplier shall forward to Customer a draft reconciliation statement showing Supplier's calculation of any rebates or refunds payable as a result of the total value of all Purchase Orders for Services executed by the Company(ies) with the Supplier during the preceding calendar year. Customer shall review the reconciliation statement and will notify Supplier of any comments they may have with respect thereto within thirty (30)-days of their receipt thereof. Supplier shall pay to Customer the undisputed portion of any rebates or refunds due the Company(ies) under executed Purchase Orders for Services within five (5) business days following the earlier of: (i) Supplier's receipt of the comments of Customer and Company(ies), and (ii) the thirty (30) day period referenced in the immediately preceding sentence.

### **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(ies), that with respect to any Purchase Order for Services issued by any Company(ies) pursuant to this Agreement:

- (a) All charges, fees, and expenses, as well as any credits, refunds, or rebates, resulting from Services rendered by Supplier pursuant to such Purchase Order shall be solely for the account of such Company(ies), and neither Customer nor any other Company(ies) 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 Services rendered by Supplier pursuant to such Purchase Order shall be directed to the representative(s) of the Company(ies) identified in such Purchase Order;
- (c) Supplier covenants not to sue Customer or any other Company(ies) except the Company issuing the Purchase Order, for any charges, fees, expenses, or claims arising from or attributable to Services rendered by Supplier pursuant to such Purchase Order; and
- (d) Pursuant to Article 19 of *Schedule C*, Supplier shall hold Customer and the other Company(ies) and their respective employees, agents, officers, shareholders, 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 remain in effect until terminated according to Section 5.2(b) below.

**5.2** (a) Customer may terminate this Agreement at any time and for any or no reason in accordance with the terms of Article 27 of *Schedule C* to this Agreement. Upon the effective date of termination specified in Customer's termination notice: (i) all RFPs, proposals, and Purchase Order for which Supplier has not begun to deliver the Services 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 arising under any Purchase Orders issued by Customer or Company(ies) for which Supplier has already completed Services in accordance with the terms of this Agreement. 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 for which provision of Services has not been completed 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 issued by Customer or a Company and for which Supplier has begun to deliver Services 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 Customer 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 Party at the address(es) specified in ***Schedule F*** attached to this Agreement and made a part hereof. 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 assignment or 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.

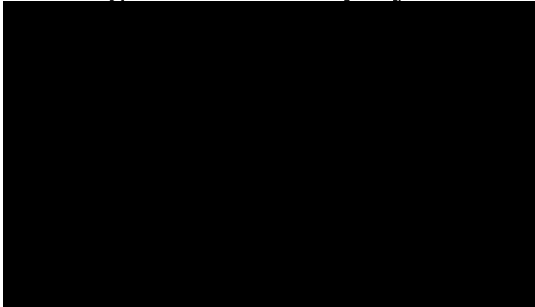
**6.6 Headings.** The article and section headings and the table of contents used herein are for reference and convenience only and shall not enter into the interpretation hereof.

**6.7 Relationship of Parties.** Supplier is not an agent of Customer and has no authority to represent the Customer 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**

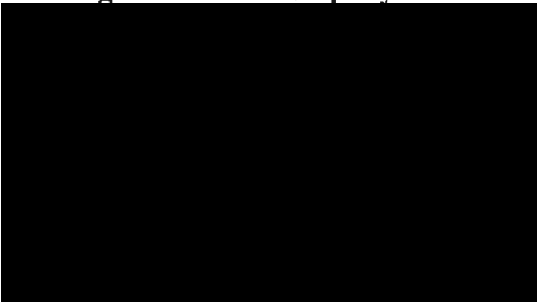


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Date

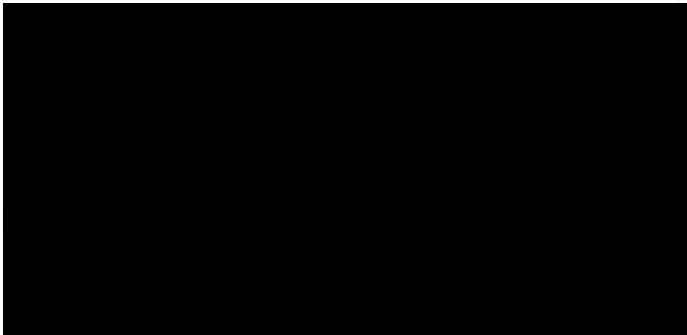
**Avangrid Service Company**



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Date



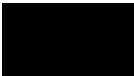
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8/19/2024

Date

**SCHEDULES:**

- Schedule A: Companies
- Schedule B: Services
- Schedule C: Terms and Conditions
- Schedule D: Pricing Terms
- Schedule E: Special Conditions
- Schedule F: Notices
- Schedule G: Insurance Requirements
- Schedule H: Intentionally Omitted
- Schedule I: Intentionally Omitted
- Schedule J: Avangrid Networks Contractor Safety Requirements





**SCHEDULE A COMPANIES**

**New York State Electric & Gas Corporation**

3 City Center  
180 South Clinton Ave, 5<sup>th</sup> Floor  
Rochester, New York 14607

## **SCHEDULE B**

### **Services, Warranty, Deliverables, and Vendor Requirements**

#### **Spill Cleanup and Response:**

- a) Supplier shall respond to the spill location within 2 hours of initial notification in respect of spill cleanup response, emergency or otherwise.
- b) Supplier shall coordinate with Customer environmental contact to provide site-specific information and cleanup reporting as requested.
- c) Supplier shall provide all necessary materials and equipment to perform the cleanup. For large events (greater than 5 gallons of petroleum and any amount of PCB oils) and more complicated cleanups (e.g., discharge into stormwater drainage system or other natural resource area).
- d) Supplier shall coordinate all activities with the on-call Customer EH&S professional to address the cleanup in the most practical and appropriate manner.
- e) Supplier must submit a summary report consisting of a minimum one-page Customer spill form and accompanying photographic log to the Customer EH&S contact within one week of the spill event. If a transformer spill occurred, a photograph of the transformer nameplate must be included in the report. The final format of the spill report must be agreed upon with Customer's personnel.

***NOTE:*** *Spill Response workers must be 40hr HAZWOPER certified and up to date on annual refresher training, in accordance with OSHA 1910.120.*

*Supplier must maintain state waste transporter permits/licenses as required by those States in which Company waste is generated.*

**SCHEDULE C TERMS AND CONDITIONS**

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## **ARTICLE 1 – CONTRACT DOCUMENTATION AND DESCRIPTION OF SERVICES**

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

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

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

Supplier further agrees to do the following:

A. Supplier, through its experience and the normal course of business, has included full provision for local wage rates, travel and subsistence rates, allowances and conditions, if any, as well as allowances for any other measures necessary to complete the work in a satisfactory manner in accordance with this Agreement.

B. Supplier has read, understands and shall comply with **Schedule E**, hereby referred to as “Special Conditions”, attached hereto and made a part hereof.

C. Upon execution (for purposes hereof execution means when Supplier has begun to provide Services pursuant to the Purchase Order) of a Purchase Order:

1) Supplier has examined all available records pertaining to the work.

2) Supplier further states that the Contract Price and detailed schedule for completion of the work are based on Supplier’s known knowledge and judgment of the conditions and hazards involved, and not upon a representation of the Customer. The Customer assumes no responsibility for any understandings or representation made by any of their representatives during or prior to execution of this Agreement unless such understandings or representations are expressly stated in this Agreement and the Agreement expressly provides that the responsibility is assumed by the Customer.

## **ARTICLE 2 - CONTRACT PRICE**

The Contract Price for the Services (made up of the costs, fees and expenses arising under Article 3 below) shall be set forth in the Purchase Order and shall be considered fixed unless stated otherwise (time and equipment, for example) on the face of the Purchase Order.

## **ARTICLE 3 - REIMBURSABLE ITEMS**

The Supplier shall be reimbursed for the following items for Services performed under this Agreement:

### **A. Fees**

Supplier shall be paid at the rates per hour specified in ***Schedule D*** to the Agreement for time spent in the actual performance of Services hereunder, including the preparation of reports, UNLESS a predetermined firm lump sum price has been agreed upon by both parties for all or part of the work, the criteria of which would take precedence as referenced therein. Time spent in Normal Commuting is not a billable expense. The term "Normal Commuting" means Supplier's first trip to any Work Location in a given day and Supplier's last trip from any Work Location in a given day. The term "Work Location" shall mean any location at which Services are or are to be performed by the Supplier. The term "Supplier's Base" shall mean the location or respective locations (which shall be disclosed to Customer in advance) from which Supplier will normally travel to Work Locations to perform Services. The Supplier agrees whenever possible, to coordinate travel arrangements that will maximize time spent in performing Services for the Customer.

(i) Customer will not reimburse Supplier for additional expenses invoiced separately under a fixed bid project. The Supplier must include all the expected expenses from the quoted project within the fixed bid proposal.

(ii) Customer reserves the right to renegotiate or reject expenses when the Supplier's local office personnel are not utilized for the awarded project but meet the required job classification/criteria to complete the project and Supplier utilizes resources from other Supplier's offices.

### **B. Travel Expenses**

(i) Customer will pay or reimburse Supplier for actual cost of travel expenses incurred during the course of travel undertaken at Customer's request for the performance of Services, including travel from Work Location to Work Location, not including Normal Commuting, as follows:

- Customer will pay or reimburse Supplier for the actual cost of reasonable meals; and

- Customer will not reimburse Supplier's meal expenses for travel when an individual leaves their home base and returns to their respective home base within the same day.

(ii) Subject to the approval requirement below, Supplier shall book their own necessary travel arrangements: car rental, hotel, plane/train, etc., required for the services. Prior to booking any such travel arrangements, a cost estimate must be submitted to the Customer, in writing, for review and prior approval of all expenses. Supplier shall be reimbursed actual cost of approved travel arrangements.

(iii) For a travel undertaking at Customer's request, the Supplier may rent a car to travel from Work Location to Work Location. Supplier will be reimbursed actual cost of all parking, highway, and/or bridge charges paid en route.

#### **ARTICLE 4 - PAYMENTS**

- A.** Payments of any undisputed portions of an invoice will be made by the 60<sup>th</sup> day after the receipt by Customer of a properly completed invoice, supported by original receipts, and detailing the travel expenses.
- B.** An original and copy of each invoice are to be mailed to the "Bill to Location" provided in the Purchase Order.

Each invoice shall show the Purchase Order Number, Supplier work location, payment terms and the job name and other information, which may be required or reasonably requested by Customer.

The following documentation must accompany each invoice:

- (i) Summary statements listing employee name, job classification, hours charged and hourly billing rates (both straight time and overtime if applicable) and total charges for the invoice period.
- (ii) Copy of invoices for material, services, rentals, contracts, and other items purchased or rented in connection with the Services.
- (iii) Copies of expense account summary sheets for each individual performing Services will be provided. The summary sheet will summarize lodging, meals, transportation and any other expenses. The period of time will also be shown. Supplier shall retain copies of supporting documents for such expense accounts, and these will be made available for Customer review upon written request by Customer. Supplier shall preserve all pertinent records supporting payment for Services hereunder for a period of two (2) years after final payment for the Services.

(iv) For the initial invoice submitted by Supplier for the Services under this Agreement, the bank account number of Supplier to which payments should be made by Customer and/or Company under this Agreement must be provided in writing with evidence of account ownership as provided herein. For any change in such bank account information, Supplier shall at least thirty (30) days prior to the applicable payment date provide Customer and Company with an account ownership certificate acceptable to Customer for any change to the original bank account information, in addition to the requirements set forth below.

Supplier acknowledges that invoices which do not contain the above information or are not addressed as stated in the Purchase Order may cause payment delay.

#### **A) Method of payment**

All payments by Customer and/or Company will be made by bank transfer to the bank account that the Supplier notifies Customer at least thirty (30) days prior to the applicable payment date pursuant to the notice requirements in this Agreement. Supplier must prove the account ownership and the identifying details of the bank account.

Any change in the bank details of the Supplier must be duly notified to Customer and/or Company, including the relevant supporting documentation. Otherwise, Customer and Company will not be obligated to make payment to the new account and payment to the former account will constitute a discharge of all obligations by Customer and Company. In any case, Customer and Company may withhold the corresponding payment, without incurring any type of liability, until the Supplier provides reasonable evidence of the ownership of the bank account. In the event Supplier owes money to the Customer or has defaulted under this Agreement or under any other agreements with the Customer, or Supplier has failed to pay any amount owed to the Customer whether pursuant to an agreement, a statutory or regulatory fine, the imposition of statutory or regulatory damages, or otherwise (collectively, the "Obligations"), the Customer may, at its option, setoff and/or net any or all such Obligations against any amounts owed by the Customer to the Supplier.

#### **B) Communications**

Any notifications, requests and other communications by Supplier related to the administrative management and payments under this Agreement shall be made in writing through the secure communication channel implemented for that purpose by Customer and/or Company. If such secure communication channel is not available, such notifications, requests and other such communications by Supplier must be either: (i) delivered personally; (ii) sent by fax or e-mail (with confirmation); or (iii) sent by mail (with proof of delivery) to the address listed as belonging to each party in the Agreement.



## **ARTICLE 5 – TAXES**

The Contract Price does not include sales/use taxes. Supplier shall be responsible for payment of and assumes exclusive liability for any and all contributions or taxes imposed by or required under the laws of the State of New York or any other state or Federal law, or the Federal Social Security Act or any other act, now or hereafter in effect, upon or in respect to, wages, salaries, benefits or other compensation paid to employees engaged upon or in connection with the Services. Customer shall withhold from any payments due Supplier hereunder any amounts that it is required to withhold pursuant to any Federal or State tax laws.

## **ARTICLE 6 – CHANGES**

No changes in the Scope of Services are authorized unless made by Customer and sustained by written amendment to the Agreement or a Supplement. A Change is an addition, deletion, or revision in the Services or an adjustment in the Contract Price or the Schedule. Changes made by Supplier, unless authorized by an executed amendment to this Agreement or a Supplement, shall be made at the sole risk of Supplier, there being no financial recourse against Customer. No changes in the Agreement will be made without an amendment to this Agreement or a Supplement agreed by Customer and/or Company(ies). Unless otherwise agreed, all amendments to this Agreement or Supplements shall be governed by the conditions of this Agreement.

## **ARTICLE 7 - CLAIMS/DISPUTES**

**A.** Any claims by Supplier relating to this Agreement, must be submitted to the Customer 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 Services.

**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 41 which is to be the sole legally binding forum available to the Parties for resolution of a dispute hereunder.

## **ARTICLE 8 – AUDIT**

Supplier shall check all materials and labor entering into the Services and shall keep full and detailed accounts as may be necessary to provide proper financial management under this Agreement. At all reasonable times, the Customer shall have access to the Supplier's offices, work and records pertinent to all charges, for inspection, audit and review. Supplier shall permit such examination and make appropriate adjustments as may be required by the results of the audit. All results of these audits must be kept confidential between the Parties and their agents. This provision shall remain in effect for two (2) years following final payment under this Agreement.

## **ARTICLE 9 - RIGHTS, PRIVILEGES, REMEDIES**

All rights, privileges and remedies afforded each of the parties hereto by this Agreement shall be deemed cumulative and the exercise of any one or more of such rights or remedies shall not be deemed a waiver of any other right, privilege or remedy provided for herein or available at law or in equity.

## **ARTICLE 10 - NON WAIVER OF RIGHTS**

Any failure by the Customer to enforce or require the strict performance of the terms or conditions of this Agreement shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way.

## **ARTICLE 11 - SET-OFF**

In the event Supplier owes money to the Customer or has defaulted under this Agreement or under any other agreements with the Customer, or Supplier has failed to pay any amount owed to the Customer whether pursuant to an agreement, a statutory or regulatory fine, the imposition of statutory or regulatory damages, or otherwise (collectively, the “Obligations”), the Customer may, at its option, setoff and/or net any or all such Obligations against any amounts owed by the Customer to the Supplier.

## **ARTICLE 12 - CONFLICTING DOCUMENTS**

To the extent, if any, that the specifications, drawings or other documents that may be referenced herein conflict with the provisions of this Agreement, the order of precedence set forth in Section 2.2(c) of the Agreement shall govern such conflict.

## **ARTICLE 13 - INDEPENDENT SUPPLIER**

Supplier is and shall always remain an independent contractor in its performance of this Agreement. With the exception of staff augmentation engineering services required by Customer, where

Supplier's personnel work out of Customer's offices under Customer's direction, the provisions of this Agreement shall not be construed as authorizing or reserving to Customer any right to exercise any control or direction over the operations, activities, employees or agents of Supplier in connection with this Agreement. Neither Party to this Agreement shall have any authority to employ any person as agent or employee for or on behalf of the other party to this Agreement for any purpose, and neither Party to this Agreement, nor any person performing any duties or engaging in any work at the request of such Party, shall be deemed to be an employee or agent of the other Party to this Agreement.

Customer shall carry no worker's compensation insurance, health insurance or accident insurance to cover the Supplier, or any of its agents, employees or subcontractors. Customer shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, or provide any other contributions or benefits which might be expected in an employer/employee relationship. The Supplier agrees to report and pay any contributions for taxes, unemployment insurance, Social Security and any other required payments himself or herself.

#### **ARTICLE 14 – SUBCONTRACTS**

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 Customer 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 Customer's Corporate Security Group. Supplier's subcontractor may not be changed except at the request of or with the written approval of the Customer, which shall not be unreasonably withheld. The Customer shall promptly notify the Supplier in writing if, after due investigation, Customer has reasonable objection to any subcontractor on such list and does not accept it. Copies of all subcontracts shall be furnished to the applicable Customer contract management representative.

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. Contractor shall assign any subcontractor warranties applicable to the Services to Customer if Supplier becomes insolvent or files for bankruptcy.

#### **ARTICLE 15 - THIRD PARTY BENEFITS**

Except as may be specifically provided for herein, no provision of this Agreement is intended or is to be construed to be for the benefit of any third party.

## **ARTICLE 16 – SAFETY**

Customer may at any time suspend the work or any part thereof, immediately and verbally for reasons of safety. In the event of any work stoppage, Supplier shall properly protect such work as may be liable to sustain injury from any cause.

The Avangrid Networks Contractor Safety Requirements is attached hereto and made a part hereof, as ***Schedule J***, and shall apply to all work performed under this Agreement.

## **ARTICLE 17 – ACCIDENT, SECURITY AND LOSS PREVENTION**

For the protection of workers and the public, the Supplier will take all necessary and advisable precautions for the safety of all persons and property at, on, or near the work site and will erect and maintain all necessary and advisable safeguards as required by the conditions, prudent industry practice, and progress of the work. Supplier is responsible for the security and protection of its own equipment, supplies, and tools used in connection with the Services. Supplier must use due care to protect any of the Customer's or Company(ies)'s property in its possession or under its control at any time while performing the Services, which must not be less than the care exercised by Supplier with its own property, and Supplier is responsible for any damage to such property resulting from its failure to use such care. For the avoidance of doubt, this Article shall be subject to the terms of the Data Security Rider, if applicable.

## **ARTICLE 18 – 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***, if any. Supplier must maintain applicable insurance for the full term of this Agreement. An insurance certificate must be mailed to Customer prior to starting Services.

## **ARTICLE 19 – INDEMNIFICATION**

Supplier will indemnify, defend at its expense and hold harmless, to the fullest extent permissible by law, the Customer and its Affiliates, directors, officers, employees, shareholders, managers, members, partners, agents, 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 Customer (the "Indemnatee"), from and against any and all claims, demands, suits, losses, costs, fees, damages or expenses it may suffer, or for which it may be held liable, whether including, without limitation, reasonable expenses and attorney's fees incurred in the connection therewith, by reason of:

- A. any patent, trademark, or copyright infringement claim, or any design, device, process or procedure used, installed or provided by the Supplier or its agents or subcontractors under this Agreement;
- B. any work-related accident or injury affecting an employee, agent or subcontractor of the Supplier, arising in connection with work performed under this Agreement;
- C. any claim by an agency or instrumentality of the federal, state or any local government, or by an employee, agent or subcontractor of the Supplier alleging that:
  - i. the Indemnitee is required to maintain worker's compensation or unemployment or any other type of insurance upon any employee, agent or subcontractor of the Supplier;
  - ii. the Indemnitee is liable for tax payments or withholding with respect to any employee, agent or subcontractor of the Supplier;
  - iii. any employee, agent or subcontractor of the Supplier is entitled to receive employee benefits from the Indemnitee, including, without limitation, vacation, deferred compensation, medical, pension, 401(k) or any other benefit available to the Indemnitee's employees; and
  - iv. the Indemnitee is liable to any party, for any reason, due to the negligent performance of Services or omissions by an employee, agent or subcontractor of the Supplier;
- D. any negligent, reckless or willful actions or omissions of, or violations of applicable law by, the Supplier or its agents or subcontractors; or
- E. any claim by any employee, agent or subcontractor of Supplier or its Affiliates against Customer or any other Indemnitee.

Individual employees, agents and subcontractors of the Supplier who are performing services for the Indemnitee under this Agreement shall be considered to be employees, agents or subcontractors of the Supplier for all purposes under this Agreement, notwithstanding any judicial or administrative determination that such employees, agents or subcontractors of the other party should be regarded as employees under applicable law. All actions of the employees, agents and subcontractors of the Supplier under this Agreement shall be deemed to be actions of the Supplier under these indemnities and this Agreement. In furtherance of the foregoing indemnification and not by way of limitation thereof, the Supplier hereby waives any defense or immunity it might otherwise have under applicable worker's compensation laws or any other statute or judicial decision (including, for work or Services to be conducted in Maine, without limitation, *Diamond International Corp. v Sullivan & Merritt, Inc.* 493 A2d. 1043 (Me 1985)) disallowing or limiting such indemnification, and the Supplier consents to a cause of action for indemnity.

## **ARTICLE 20 – WARRANTY**

The Supplier warrants that the Services performed under this Agreement shall be performed in accordance with any Customer and applicable Company's technical documentation, standards, manuals and procedure or and other procedure specified in the RFP together with the specifications set forth in a Purchase Order or elsewhere herein, and otherwise in accordance with sound and generally accepted industry practice by those who render these types of services with that degree of skill and care as required by customarily accepted professional practices and procedures, at the time such services are performed. If the Supplier's Services are faulty, the Supplier shall for a period of one (1) year after completion of Services, without labor charge and adders or other fee to Customer, promptly re-perform such Services to the extent necessary to correct the fault therein. This provision shall not be construed to affect or limit the liability of the Supplier to third parties, Supplier's obligation to Customer pursuant to the Indemnification clause contained herein or any other remedy which may be available to Customer under applicable law. The warranty hereunder is transferable to any assignee of Customer's rights under this Agreement, including for any remaining warranty period should an assignment occur.

## **ARTICLE 21 - APPROVAL/ACCEPTANCE**

All work under this Agreement shall be subject to the Customer's inspection and approval before payment. Acceptance of Services hereunder by Customer does not relive Supplier from any of its obligations under this Agreement or any scope of work and does not constitute waiver of any of the rights and remedies of Customer hereunder.

## **ARTICLE 22 - 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), 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 Contractor'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 work so affected and to take such compensation 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.

Customer 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 this Section 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 the Customer 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.

### **ARTICLE 23 - TITLE AND LIENS**

Supplier represents and warrants that it has title to all equipment or material furnished hereunder free and clear of all liens and encumbrances. Complete legal and equitable title to each item of equipment or material covered by this Agreement shall pass to the Customer immediately upon delivery at job site. 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.

Supplier shall take all action reasonably necessary to discharge, remove, or satisfy any lien filed against any property of the Customer, 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 Customer, 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 Customer, the Customer 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 - PROGRESS AND COMPLETION**

It is expressly understood by the Supplier that TIME IS OF THE ESSENCE in the performance of this Agreement. The Supplier shall begin the work on the date of commencement set forth in the Agreement. The Supplier shall carry the work forward expeditiously with adequate forces and shall complete it by the time work is to be completed as stated in the Agreement.

If the Supplier is delayed at any time in the progress of the work, written notice thereof, including an explanation of the cause and the anticipated duration of the delay, shall be given promptly to the Customer by the Supplier, but in no event later than five (5) days after such delay becomes apparent. Failure to give such notice promptly and within such time limit shall be deemed sufficient reason for denial by Customer of an extension of time for performance and may be deemed a default.

Failure of Supplier's subcontractor or materials and equipment suppliers to meet schedules shall not be cause for an extension of time. Supplier acknowledges that it has sole responsibility for expediting the efforts of its subcontractors, suppliers, and others.



Without prejudice to other rights that Customer may have under the Agreement or the law, if Supplier fails to meet the time schedule or other delivery date obligations set forth herein or in any Purchase Order (the “Guaranteed Delivery Dates”), then Supplier shall pay to Customer as liquidated damages for such failure to meet the Guaranteed Delivery Dates, and not as a penalty, the amounts set forth in Schedule E of this Agreement or in such Purchase Order (the “Liquidated Damages”). If Schedule E or such Purchase Order does not establish an amount, the amount of the Liquidated Damages shall be equal to two and one half per cent (2.5%) of the Contract Price for each full calendar day's delay in failing to meet the Guaranteed Delivery Dates.

Such Liquidated Damages shall never exceed fifteen per cent (15%) of the Contract Price.

The Parties acknowledge and agree that because of the unique nature of the performance it is difficult or impossible to determine with precision the amount of damages that would or might be incurred by Customer as a result of Supplier's failure to meet the Guaranteed Delivery Dates. It is understood and agreed by the Parties that (i) Customer shall be disadvantaged by failure of Supplier to meet such obligations, (ii) it would be impracticable or extremely difficult to quantify the amount of Customer's damages resulting therefrom, and (iii) any Liquidated Damages payable hereunder are not a penalty, but instead represent a fair and reasonable estimate of damages for failure to meet Supplier's Guaranteed Delivery Dates.

In no event shall the payment of any Liquidated Damages excuse Supplier from performance of any of its other obligations under this Agreement or prejudice Customer's rights under the Agreement or Applicable Law.

Customer shall have the right to set off any Liquidated Damages due from Supplier against the payment of any pending invoices to Supplier as further set forth in Article 11.

## **ARTICLE 25 - EMERGENCIES**

The Supplier shall perform any work and shall furnish and install any materials and equipment necessary during an emergency affecting the safety of persons and property. In all cases, Supplier shall notify the Customer of the emergency as soon as practicable but shall not wait for instructions before proceeding to properly protect both life and property. Any additional compensation or extension of time claimed by the Supplier on account of emergency work shall be determined by mutual agreement of the parties.

## **ARTICLE 26 - WORK STOPPAGE**

Supplier's personnel shall not honor any union picket lines or strikes nor take part in any work slowdown or stoppage nor refuse to report for work, unless such action is protected by any state or federal labor relations law. Notwithstanding the preceding sentence, it shall be the obligation of the Supplier to supply a qualified work force. Customer may terminate this Agreement if Supplier fails

to provide a qualified work force within twenty-four (24) hours of Customer's notification to Supplier that a qualified work force has not been supplied.

## **ARTICLE 27 - TERMINATION**

Customer may for any reason, with or without cause, on written notice to Supplier terminate all or any part of the unperformed portion of this Agreement without liability to Customer except as stated in this Article. Termination of a scope of work or a Purchase Order under this Article 27 does not terminate this Agreement unless expressly stated in the notice of termination. In full discharge of any obligations to Supplier with respect to this Agreement and such termination, Customer shall pay Supplier, in accordance with the payment terms of the Agreement, only for Services satisfactorily performed prior to receipt by Supplier of notice of termination; provided, however, that such payment shall not result in a total payment to the Supplier exceeding the maximum amount payable to the Supplier pursuant to this Agreement. Termination shall not relieve Supplier of any obligation which may arise out of Services performed prior to termination. In no event shall Customer be liable to Supplier for lost profit or overhead in respect of Services not performed prior to termination, unabsorbed overhead or anticipated profits on uncompleted portions of this Agreement.

In the event Supplier is in default of any of its obligations under this Agreement, Customer shall have the right, on ten (10) days written notice to Supplier, to terminate this Agreement for such default; provided, however, that Supplier shall have the right to cure by submitting a plan acceptable to the Customer to cure the default during the ten (10) day notice period in order to avoid termination and providing that such default is, in fact, cured within thirty (30) days after Supplier first received notice of the default from Customer or some other period of time acceptable to Customer. Without limiting the provisions of this Agreement, the following events shall also constitute a default by Supplier under this Agreement:

- (i) In the event that Supplier is declared to be bankrupt or insolvent, Supplier makes an assignment for the benefit of creditors, Supplier files a voluntary petition in bankruptcy or insolvency or an involuntary petition is filed against Supplier, or a receiver is appointed for Supplier and such appointment or bankruptcy or insolvency proceedings, petition, declaration or assignment is not set aside within thirty (30) days.
- (ii) There has been a material adverse change in the financial condition of Supplier that affects the ability of Supplier to perform.
- (iii) 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 Customer or Company(ies).
- (iv) Supplier (i) fails or refuses to comply with any applicable laws or regulatory or permitting requirements, 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

requirements within a reasonable period of time thereafter, or (C) Company(ies) or the Customer faces any civil or criminal action or penalty as a result of such non-compliance by Supplier.

- (v) Any data breach as defined in the Data Security Rider, as applicable.

In the event of such termination, Customer shall have all rights and remedies provided by law or equity and under this Agreement. In addition, in such event, Customer may set off against from any money otherwise due for Services rendered prior to termination an amount which Customer reasonably determines is adequate to cover all damage resulting from the Supplier's default.

#### **ARTICLE 28 – TERM AND SURVIVAL**

This Agreement shall remain in effect unless otherwise terminated as provided herein, or upon receipt by Customer of Supplier's Release and Certificate Form and Final Payment is made as set forth in Article 30 below. Notwithstanding the foregoing, Articles 4 Payments, Article 5 Taxes, Article 7 Claims/Disputes, Article 8 Audit, Article 9 Rights, Privileges, Remedies, Article 10 Non Waiver of Rights, Article 13 Independent Suppliers, Article 14 Subcontractors, Article 16 Safety, Article 17 Accident, Security and Loss Prevention, Article 18 Insurance, Article 19 Indemnification, Article 22 Force Majeure, Article 23 Title and Liens, Article 31 Assignment, Article 36 Public Release of Information, Article 37 Limitation of Liability, Article 38 Confidentiality, Article 39 Equal Employment Opportunities Compliance, Article 41 Governing Laws, Article 47 Ethics, 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 29 - REMOVAL OF EQUIPMENT**

In the case of termination of this Agreement for any reason whatsoever, the Supplier, if notified to do so by the Customer, shall promptly remove any part or all of Supplier's equipment and supplies from the property of the Customer, failing which the Customer shall have the right to remove such equipment and supplies at the expense of the Supplier.

#### **ARTICLE 30 - FINAL PAYMENT**

Final payment under this Agreement shall not be made until successful completion and acceptance of the work by the Customer and when requested by Customer, Supplier's delivery of a completed Release and Certificate Form, the form of which shall be provided to Supplier at the time of the request.

### **ARTICLE 31 - ASSIGNMENT**

Supplier shall not assign all or any of its rights or obligations under this Agreement except with the prior written consent of Customer. Any assignment made without such consent shall be void ab initio.

### **ARTICLE 32 - SEVERABILITY**

If any provision of this Agreement is unenforceable under any applicable law or is held invalid, such holding shall not affect any other provision hereof, and this Agreement shall be construed as if such unenforceable or invalid provision had never been contained herein.

### **ARTICLE 33 - RESERVED**

[Reserved]

### **ARTICLE 34 - OWNERSHIP OF PLANS**

All drawings, plans, specifications, reports, designs, design data, technical and scientific data, findings, recommendations and memoranda of every description whether furnished to or prepared by Supplier under this Agreement shall (i) remain the Intellectual Property of Customer or Company (as applicable); (ii) be delivered to Customer upon completion of the work or termination or cancellation of this Agreement if requested by Customer, (iii) be deemed to have been prepared by Supplier for Customer on a work-made-for-hire basis, and (iv) shall be the property of Customer and may be used by Customer for any purpose whatsoever without any claim on the part of Supplier for additional compensation. 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 Customer without further consideration all of its right, title, and interest in such drawings, plans, specifications, reports, designs, design data, technical and scientific data, findings, recommendations and memoranda of every description, including all rights of patent, copyright, trade secret or other proprietary rights in such materials.

Except as specifically authorized by this Agreement, or as otherwise authorized in writing by Customer, information and other data developed or acquired by or furnished to the Supplier in the performance of this Agreement shall be used only in connection with the work under this Agreement.

### **ARTICLE 35 - KEY PERSONNEL**

Personnel assigned to perform work hereunder who are designated as “Key” Personnel in this Agreement specified on *Schedule E* of this Agreement shall devote their working time to the work as required by the Agreement Schedule of Activities and shall not be removed, without the prior

written consent of Customer, until their assignments are completed. The Customer shall have the right to reject replacements for personnel.

### **ARTICLE 36 - 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 Customer 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 Customer which approval may be withheld without reason or explanation to Supplier.

### **ARTICLE 37 - LIMITATION OF LIABILITY**

To the fullest extent permitted by law, Customer shall not 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 Supplier 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. Any Liquidated Damages expressly permitted hereunder are not deemed to be consequential damages under this Article 37.

### **ARTICLE 38 – CONFIDENTIALITY**

Supplier, and its employees, agents and subcontractors shall treat as confidential all information, (including any technical information, experience or data) regarding Customer or Customer's plans, programs, plants, processes, costs, equipment, operations, of Customer (or of Customer's Affiliates), which is disclosed hereunder or otherwise comes into the possession of Supplier, its employees, agents and subcontractors in the performance of this Agreement, and shall not use or disclose this information to others except as is necessary to perform the Services hereunder, during the term of this Agreement, and for three (3) years thereafter, without Customer'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 act or omission by Supplier, its employees, agents, or subcontractors (ii) has been furnished or made known to Supplier by third parties (other than those acting directly or indirectly for or on behalf of Customer) as a matter of legal right and without restriction on disclosure, (iii) was in Supplier's possession prior to disclosure by Customer and was not acquired directly or indirectly from Customer or its Affiliates, or (iv) is required by law or by any other governmental regulatory authority to be disclosed.

Any non-public information of Supplier provided by the Supplier to Customer hereunder will be similarly restricted, except as set forth in clauses (i) through (iv) in the paragraph above. Customer will not disclose such non-public information; provided, however, that notwithstanding the

foregoing, Customer may disclose any such information to its Affiliates, and each of their employees, agents, professional advisors, consultants and 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 non-public information that 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 Customer'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 Customer.

All inquiries by any governmental, business, or other entity, including media, regarding any work performed or to be performed by Supplier for Customer shall be directed by Supplier to Customer for response.

### **ARTICLE 39 - EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

To the extent, if any, that the provisions of the following executive order and statutes, as amended or supplemented, along with their implementing regulations, apply to the performance of the Services by Supplier, the Supplier will comply with the applicable executive order, statutes and regulations: Section 202 of Executive Order 11246 (41 CFR § § 60, et seq.); Section 402 of the Vietnam Era Veterans Readjustment Act (41 CFR § § 60-250.1, et seq.); Section 503 of the Rehabilitation Act of 1973 (41 CFR § § 741.1, et seq.); and New York Executive Law §§ (5 NYCRR § § 140.1, et seq.). These regulations may require the Supplier to develop an Affirmative Action Compliance Program and file a standard Form 100 Report (EEO-1), or other reports, as prescribed.

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 40 - SURETY BOND**

The Company shall have the right, at all times, to require the Supplier to furnish a bond covering faithful performance of this Agreement and the payment of all obligations arising hereunder (i.e., Performance Bonds, Mechanics Liens), including any damages that may be payable under Article

27. The Company shall be entitled to approve the amount, form, premium cost, and surety Company issuing such surety bond.

#### **ARTICLE 41 - GOVERNING LAWS**

The Supplier will comply with all applicable federal, state and local laws, rules, ordinances and regulations of any governmental entity, board or agency having jurisdiction over the work or the premises, including, without limitation, Federal, state, or local laws, rules and regulations and any applicable Executive Orders (state or Federal) in the performance of the Services. 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 Monroe County or New York County, State of New York. The Parties hereby irrevocably consent to the jurisdiction of such court and hereby waive, to the fullest extent permitted by applicable law, 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 42 - PERFORMANCE MONITORING**

Customer will evaluate Supplier's performance by utilizing Supplier Corrective Action Reports and Supplier Performance Evaluation Reports. The Supplier must provide upon request the OSHA incident rate and Experience Modification Rate for Customer's review. The Customer's Project Manager will evaluate the Supplier's performance upon the conclusion of every project by completing the specified report. The Customer will continuously monitor the Supplier's performance. Performance by a Supplier that is less than desirable may potentially eliminate this Supplier from bidding on future projects and/or lump sum projects.

#### **ARTICLE 43 - CONTINUOUS IMPROVEMENT**

Continuous improvement is the foundation of this Agreement. Supplier warrants that it will pass on to Customer in the form of price reductions fifty (50) percent of Supplier's 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 Customer. Supplier has specifically identified target cost reductions of two (2) % beyond the prices shown in *Schedule D* for the initial term, and agrees to work diligently with Customer personnel toward attainment of this objective. Supplier is expected to advance its economies of production, service, service delivery, material handling and technical

pro 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 44 - NO DISPUTE**

Supplier represents and warrants 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 Supplier's affiliates and Customer and/or and of Customer's Affiliates.

#### **ARTICLE 45 - SECURITY REQUIREMENTS**

Supplier shall comply with Customer's Security Requirements in their performance of Services as provided herein.

Services that involve access, process, storage or transmission of non-public information, the Parties agree that the Supplier and each of its subcontractors (if any) shall comply with the data security rider attached hereto as *Schedule H*, if any, and made a part hereof.

#### **ARTICLE 46 - EMPLOYEE SOLICITATION**

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



## **ARTICLE 47 – ETHICS**

(a) 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)).

(b) Customer hereby notifies Supplier that, under applicable law, Supplier and its employees, may have certain rights that permit the good faith reporting of information to governmental authorities without actual or threatened retaliation from Company, for example, under the Maine Utility Accountability Act (35-A M.R.S.A §1316). Supplier shall inform its employees of these rights as necessary and shall not retaliate against its employees for making such legally protected good faith reports to governmental authorities or to Customer. Without limiting such rights under applicable law, Supplier may also report such concerns to Customer's anonymous Ethics and Compliance helpline, as further set forth in the Suppliers' Code of Ethics.

## **ARTICLE 48 – UTILIZATION OF SMALL BUSINESS CONCERNS**

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

## **ARTICLE 49 – 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 50 - GRATUITIES PROHIBITED**

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

### **SCHEDULE D PRICING TERMS**

1. Prices shall remain firm and in effect for orders placed during the terms of this Agreement. Pricing terms are valid for a period of three (3) years (the “Initial Term”) as set forth below. At the expiration of the Initial Term, the pricing terms shall renew automatically for up to two (2) additional one (1) year terms, unless Customer provides written notice to Supplier at least thirty (30) days prior to the expiration of the then current term of its intention to not extend the pricing terms for an additional year.

**Term 1** (Year 1): Amendment Effective Date – July 31, 2025

**Term 2** (Year 2): August 1, 2025 – July 31, 2026

**Term 3** (Year 3): August 1, 2026 – July 31, 2027

Optional Term 4 (Year 4): August 1, 2027 – July 31, 2028

Optional Term 5 (Year 5): August 1, 2028 – July 31, 2029

2. Payment Terms are Net 60 days from Company’s receipt of invoice.
3. Prices are from [REDACTED]

Spill Response – NYSEG		** 'Yearly Increase in' 3%												
		Auburn	Binghamton	Brewster	Elmira	Geneva	Hornell	Ithaca	Lancaster	Lockport	Oneonta	Plattsburg	Liberty	Mechanicsville
			yes	yes									yes	
LABOR RATES														
Service		Year 1						Year 2						
		Regular Time/hour	Overtime/hour	Double Time/hour	Regular Time/hour	Overtime/hour	Double Time/hour	Regular Time/hour	Overtime/hour	Double Time/hour	Regular Time/hour	Overtime/hour	Double Time/hour	
Health and Safety Manager¹														
Project Manager¹														
Clerical / Admin Staff														
Geologist¹														
Site Supervisor¹														
Foreman														
Equipment Operator/Driver														
Field Technician/Laborer														
Asbestos Handler¹														
Asbestos Foreman¹														
Asbestos Building Inspector¹														
Asbestos Project Designer¹														
Engineer¹														
Certified Professional Engineer														
LABOR RATES														
Service		Year 3						Year 4						
		Regular Time/hour	Overtime/hour	Double Time/hour	Regular Time/hour	Overtime/hour	Double Time/hour	Regular Time/hour	Overtime/hour	Double Time/hour	Regular Time/hour	Overtime/hour	Double Time/hour	
Health and Safety Manager¹														
Project Manager¹														
Clerical / Admin Staff														
Geologist¹														
Site Supervisor¹														
Foreman														
Equipment Operator/Driver														
Field Technician/Laborer														
Asbestos Handler¹														
Asbestos Foreman¹														
Asbestos Building Inspector¹														
Asbestos Project Designer¹														
Engineer¹														
Certified Professional Engineer														
Service		Year 5						Year 6						
		Regular Time/hour	Overtime/hour	Double Time/hour	Regular Time/hour	Overtime/hour	Double Time/hour	Regular Time/hour	Overtime/hour	Double Time/hour	Regular Time/hour	Overtime/hour	Double Time/hour	
Health and Safety Manager¹														
Project Manager¹														
Clerical / Admin Staff														
Geologist¹														
Site Supervisor¹														
Foreman														
Equipment Operator/Driver														
Field Technician/Laborer														
Asbestos Handler¹														
Asbestos Foreman¹														
Asbestos Building Inspector¹														
Asbestos Project Designer¹														
Engineer¹														
Certified Professional Engineer														

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	Year 1	Item Speed Year 1	Unit	Year 2	Item Speed Year 2	Unit	Year 3	Item Speed Year 3	Unit	Year 4	Item Speed Year 4	Unit	Year 5	Item Speed Year 5	Unit
<b>LUUIPMLNI</b>															
Vacuum Truck, Wet															
Vacuum Truck, Industrial Wet/Dry															
Box Van / Box Truck															
Dump Truck Single Axel															
Dump Truck Tri Axel															
Trailer, Equipment															
Trailer and/or Truck Spill Response Ready															
<b>Roll-off Trailer</b>															
Pickup Truck Light to Medium Duty															
Excavator Mini															
Excavator MidSize															
Excavator Large															
Dozer Small															
Dozer Large															
Roller / Street Roller															
Wheel Loader (3cy)															
Skidsteer Bobcat															
Dingo - Stand on Skidsteer															
Excavator Crusher															
Excavator Hoe Ram															
Excavator Grapple															
Brushhog / Tow Behind Mower															
<b>PUMPS / COMPRESSORS / GENERATE</b>															
Generator Small, 3600 - 5000 watt															
Generator Medium 8000 - 10000 Watt															
Generator Large 15000 Watt															
Pressure Washer															
Pressure Washer Hot															
Air Compressor (small man portable)															
Air Compressor (large tow behind / truck mounted)															
Pump, Submersible (sump pump)															
Trash Pump															
Diaphragm Pump															
<b>MISCELLANEOUS EQUIPMENT</b>															
Lights															
Negative A* Machine															
Sawzall or reciprocating saw w/ blades															
Saw, Demo or Target															
Vacuum, Drum															
Vacuum, Hepa															
Weedeater															
Transit Laser Level and Rod															
Light Tower tow behind (4000 wt)															
Portable Work Light (man portable)															
Jackhammer															
Hammer EHI															
Chainsaw															
Concrete Mixer															
Saw - Walk Behind / Tow Behind 10-19 HP															
Compactor - Walk Behind															
Mercury Vac															

Docusign Envelope ID: 37B666EF-5A0C-40D3-A8BF-A326B4DE6ACF

Marine Response Equipment	
Center Console Boat	
Small Workboat Powered	
Small Workboat Unpowered	
Floating Boom	
<b>INSTRUMENTATION &amp; MONITORING EQUIPMENT</b>	
bkltGas Detector (4 or 5 Gas Meter/J	1
PID Meter	
Ultrasonic Level Meter	1
<b>SUPPLIES AND MATERIALS</b>	
<b>DRUMS AND CONTAINERS</b>	
Drum, 55 gal (Steel Open top)	
Drum, 55 gal (Steel Closed top)	
Drum, 55 gal (Poly, Closed top)	
Drum, 55 gal (Poly, Open top)	
Drum, Overpack 85 gal (Steel)	
Drum, Overpack, 95 gal (Poly)	
Cubic Yard Box	
20 yard Roll off Dumpster (EHT/J)	
25 Yard Water Tight Roll off Dumpster (DR/J)	
30 yard Roll off Dumpster (DR/J)	
55 Gallon Locking Lid	
275 Gallon Liquid Tote	
Frac Tank / Baker Tank (bulk liquid)	
<b>SORBENT MATERIALS (Oil Only)</b>	
Boom, 8" x 10" (41/2)	
Pads, 3/8" x 17" x 13" (Tobaf)	
Roll, 38" x 144"	
3 inch Socks	
Sweep, 3/8" x 19" x W	
<b>SORBENT MATERIALS (Universal)</b>	
Spill Drift (40bs)	
<b>DECONTAMINATION CHEMICALS</b>	
General Degreaser	
Simple Green	
Biosolve	
<b>MISCELLANEOUS MATERIALS</b>	
Trash Bags (55 gal contractor grade)	
Roll of Liner 120 yd	
Roll of Liner (30 yd)	
Drum Liner	
Polyethylene Sheeting, 6 mil 20' x 100'	
Straw	
Tape, Caution, 3" H1000'	
Tape, Duct Tape	
<b>Restoration Materials</b>	
Gravel	
Screened Loam	
Sod	
Crushed Stone	
Seed	
Straw	
Mulch	
top soil	
Limecrete	
Hydraulic Cement	
Alconox	
Silt Fencing	
6 in dia. corrugated piping	

<b>ASBESTOS ABATEMENT MATERIALS *</b>	
Asbestos Bags, Poly	
Asbestos Bags, Burlap	
Encapsulant - 5 gallon	
Glovebags	
Mastic Remover	
Prefilters - for HEPA (pre & intermediate - Set)	
Spray Glue	
Staples - Bow	
Filters 5 ft/20 Micron • (Water Filtration)	
Cassettes - Air 25mm - 8 for personal samples	
Wetting Agent	
<b>HEALTH &amp; SAFETY / PERSONAL PROTECTION</b>	
Personal Protective Clothing, Level B, per person (Includes SCBA or in-line air with high level chemical)	
Personal Protective Clothing, Level C, per person (Includes air purifying respirator with chemical resistance)	
Personal Protective Clothing, Level D, per person	
Tripod w/ Safety Harness	
HEPA filter for Respirator	
□ V/ HEPA / ACID GAS combination Filter	
Mercury / Chlorine Filter	
Multi - Purpose HEPA Filter	
Safety Fence, per 100 feet	
Traffic Control Set	
Boots Covers, HAZMAT	
Gloves, Leather Palm, Work	
Gloves, Nitrile	
Gloves PVC Coated	
Suit, White Tyvek	
Personal Flotation Device	
Hip Waders	
<b>Sampling and Analysis Materials</b>	
Chlor N Oil <sup>1</sup>	
Chlor N Soil <sup>1</sup>	
<b>Fees and Miscellaneous</b>	
<b>Disposal</b>	
Non Hazardous debris Disposal (Oil Contaminated)	
Soil Characterization (cost per sample)	
Non Hazardous Waste Contaminated Water	
Hazardous Debris Disposal (Oil ft PCS Contaminated)	
Asbestos Debris Disposal	
<b>Miscellaneous Costs</b>	
Equipment Washout Fee	
Security Fee	
Fuel Fee	
Mileage Fee	
Lab Analysis	

## **SCHEDULE E SPECIAL CONDITIONS**

### **Performance Measurements**

Periodically, Customer may require Review Meetings to discuss supplier performance. Topics of discussion may include, but are not limited to: lead-time, order accuracy, pricing, quality and customer service. Unsatisfactory performance may result in the development of a Supplier performance improvement plan.

### **Safety and Training**

The Supplier shall provide the Company with all Safety related training certificates and shall conform to all the provisions presented in the Avangrid Networks Contractor Safety Guide.

Where applicable, Supplier shall provide annual on-site training, at no additional cost. Training shall be held at each Company location.

### **Environmental Certifications and Licenses**

The supplier shall provide the Company with all relevant environmental certifications, licenses that are pertinent to the suppliers work activities, to include, but not limited to, State, Federal, DOT and OSHA.

Supplier shall email copies of all manifests/shipping papers to Customer at [waste.documents@avangrid.com](mailto:waste.documents@avangrid.com)



**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 read receipt given by the sending 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:

	With Copy To:
<b>Avangrid Service Company</b>	<b>Avangrid Service Company</b>
Contract Administration	Contract Management-Technical, Contracts
3 City Center	and standardization-Process and Technology
180 South Clinton Avenue, 5 <sup>th</sup> Floor	180 Marsh Hill Road, Orange CT Rochester,
Rochester NY,14607	

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

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

## **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 below.

**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:

**Procurement Department/ Insurance Cert.**

3 City Center  
180 South Clinton Ave, 5<sup>th</sup> Floor  
Rochester, New York 14607

### A. General Insurance Requirements

Each insurance policy shall:

- 1) 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.
- 2) have defense costs outside of the limits of liability;
- 3) 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;
- 4) not preclude Customer or its Affiliates from making claims against the policy for the wrongful acts, omissions or other tortious conduct of the Supplier/Consultant/Labor Supplier;
- 5) provide Customer with 30-day notice of cancellation, except for non-payment of premium and then it shall be 10 days;
- 6) notify Customer of any reduction in the aggregate policy limits;
- 7) contain a breach of warranty clause;
- 8) be primary and non-contributory with respect to Customer and its Affiliates;
- 9) contain a waiver of subrogation in favor of Customer and its Affiliates;
- 10) contain a separation of insureds clause;
- 11) contain a terrorism provision; and

- 12) contain a choice of law provision which states that the policy shall be governed by the State in which the Services are being performed.

## B. 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 by 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

CA9948

### 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:

- 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

Endorsements:

- Extended Completed Operations – 10 years

- 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**

**INTENTIONALLY OMITTED**

**SCHEDULE I**

**INTENTIONALLY OMITTED**

**SCHEDULE J**

**AVANGRID NETWORKS CONTRACTOR SAFETY REQUIREMENT**

Please see separate document below






# Avangrid Networks EH&S Procedure

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

Acceptance Matrix	Name	Title	Signature	Date
Author				5/7/2024
Reviewed				5/7/2024
Approved				5/7/2024

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

## Introduction

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

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

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

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

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

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

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## 1. PURPOSE

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

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

## 2. SCOPE

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

## 3. DEFINITIONS

[See Attachment 1.](#)

## 4. REFERENCES

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

## 5. OVERVIEW OF CONTRACTOR SAFETY AT AVANGRID

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

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

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

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

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

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

## CONTRACTOR EH&S REQUIREMENTS

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

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

## 6. CONTRACTOR CLASSIFICATION

### 6.1 Contractor Risk Ranking

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

## 7. PRE-BID INFORMATION

### 7.1 Contractor Prequalification

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

### 7.2 Avangrid Responsibilities

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

### 7.3 Contractor Responsibilities

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



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

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

## 7.4 Alcohol and Controlled Substances

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

## 7.5 Work Rule Compliance

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

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

## 8. POST-CONTRACT AWARD ACTIVITIES

### 8.1 Contractor Orientation

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

### 8.2 Information Transfer

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

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

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

8.3.3.1. Roles and Responsibilities:

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

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

8.3.3.2. Scope of work:

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

8.3.3.3. Hazard Identification and Risk Mitigation:

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

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

8.3.3.4. Incident Analysis and Reporting:

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

8.3.3.5. Compliance and Monitoring:

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

8.3.3.6. Environmental Compliance:

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

8.3.3.7. Emergency Response Plans

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

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

## 8.4 Pre-Construction Meetings

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

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

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

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

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

## 8.5 Emergency Response/Medical

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

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

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

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

8.5.4.1. AEDs shall have current proof of inspection compliance.

## 8.6 Contractor Ownership & Responsibility

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

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

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

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

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

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

## 8.7 Regulatory Inspections

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

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

## 8.8 Safety Statistics, and Other Pertinent Documentation

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

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

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

# 9. INCIDENT REPORTING, ANALYSIS, AND INVESTIGATION

## 9.1 General Requirements

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

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

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

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

## 10. TRAINING AND QUALIFICATION

### 10.1 General Requirements

- 10.1.1. Contractors shall have training and certification records, licenses (federal, state, and local), and other such documentation pertinent to the work to be performed by their employees, either on-site or available within 24 hours and subject to review by Avangrid, upon formal request. Failure to produce training records within such time may be considered breach of Contract and shall entitle Avangrid, at its option, to terminate such Contract without further liability on its part.
- 10.1.2. Avangrid Safety Orientation Review – All Contractors shall provide, at a minimum, a review of the Contractor EH&S Procedure, all Project-specific Job Hazard Analyses, 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	Jay Wahlberg	2016
1	6.1	6.1 Change in scope to Flame-Resistant Clothing (FRC) Requirements	Jay Wahlberg	8/5/17
2	6.14	Changes to FRC language for Substations	Jay Wahlberg	3/23/2018
3	6.11	Addition of pole delivery placement requirements for Overhead Line Work	Jay Wahlberg	7/2/2018

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

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