

October 8, 2020

**BY ELECTRONIC MAIL**

Luly E. Massaro, Commission Clerk  
Rhode Island Public Utilities Commission  
89 Jefferson Boulevard  
Warwick, RI 02888

**RE: Docket 4237 – National Grid 2020 Contact Voltage Annual Report Responses to PUC Data Requests – Set 3**

Dear Ms. Massaro:

I have enclosed an electronic version of National Grid's<sup>1</sup> responses to the Public Utilities Commission's Third Set of Data Requests in the above-referenced docket.<sup>2</sup>

This filing also contains a Request for Protective Treatment of Confidential Information pursuant to Rule 810-RICR-00-00-1.3(H) of the Public Utilities Commission's (PUC) Rules of Practice and Procedure and R.I. Gen. Laws § 38-2-2(4)(B).

National Grid seeks protection from public disclosure information regarding the Company's mobile survey vendor in its response to data request PUC 3-1, PUC 3-3, and PUC 3-4.

Accordingly, National Grid has provided the PUC with one complete unredacted copy of the confidential response electronically via the Company's encryption software, Egress Switch. National Grid has included electronic redacted copies of these materials for the public filing.

Thank you for your attention to this matter. If you have any questions, please contact me at 781-907-2121.

Very truly yours,



Raquel J. Webster

Enclosures

cc: Docket 4237 Service List  
John Bell, Division  
Christy Hetherington, Esq.

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<sup>1</sup> The Narragansett Electric Company d/b/a National Grid (National Grid or Company).

<sup>2</sup> Per practice during the COVID-19 emergency period, the Company is providing PDF versions of the enclosures. The Company will provide the Commission Clerk with hard copies and, if needed, additional hard copies of the enclosures at a later date.

Certificate of Service

I hereby certify that a copy of the cover letter and any materials accompanying this certificate was electronically transmitted to the individuals listed below.



\_\_\_\_\_  
Joanne M. Scanlon

October 8, 2020  
Date

**Docket No. 4237 – Commission’s Proceeding Relating to Stray  
and Contact Voltage Pursuant to Enacted Legislation  
Service List updated 8/12/2020**

| <b>Name</b>  | <b>E-mail Distribution List</b>   | <b>Phone</b> |
|--|---|--------------|
| Raquel Webster, Esq.<br>Andrew Marcaccio, Esq.<br>National Grid<br>280 Melrose Street<br>Providence, RI 02907-1438   | <a href="mailto:Raquel.webster@nationalgrid.com">Raquel.webster@nationalgrid.com;</a>           | 401-784-7667 |
|  | <a href="mailto:Andrew.marcaccio@nationalgrid.com">Andrew.marcaccio@nationalgrid.com</a>        |              |
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| Christy Hetherington, Esq.<br>Dept. of Attorney General<br>150 South Main St.<br>Providence, RI 02903  | <a href="mailto:Chetherington@riag.ri.gov">Chetherington@riag.ri.gov;</a>                       | 401-274-4400 |
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|  | <a href="mailto:Al.contente@dpuc.ri.gov">Al.contente@dpuc.ri.gov;</a>                           |              |
|  | <a href="mailto:Thomas.kogut@dpuc.ri.gov">Thomas.kogut@dpuc.ri.gov;</a>                         |              |
|  | <a href="mailto:Robert.Bailey@dpuc.ri.gov">Robert.Bailey@dpuc.ri.gov;</a>                       |              |
|  | <a href="mailto:joseph.shilling@dpuc.ri.gov">joseph.shilling@dpuc.ri.gov;</a>                   |              |
|  | <a href="mailto:Mfolcarelli@riag.ri.gov">Mfolcarelli@riag.ri.gov;</a>                           |              |
| Gregory L. Booth, PLLC<br>14460 Falls of Neuse Rd.<br>Suite 149-110<br>Raleigh, N. C. 27614  | <a href="mailto:gboothpe@gmail.com">gboothpe@gmail.com;</a>                                     | 919-441-6440 |
|  |   |              |
| <b>Original &amp; 9 copies file w/:</b><br>Luly E. Massaro, Commission Clerk<br>Margaret Hogan, Commission Counsel<br>Public Utilities Commission<br>89 Jefferson Boulevard<br>Warwick, RI 02888 | <a href="mailto:Luly.massaro@puc.ri.gov">Luly.massaro@puc.ri.gov;</a>                           | 401-780-2107 |
|  | <a href="mailto:Patricia.lucarelli@puc.ri.gov">Patricia.lucarelli@puc.ri.gov;</a>               |              |
|  | <a href="mailto:Cynthia.WilsonFrias@puc.ri.gov">Cynthia.WilsonFrias@puc.ri.gov;</a>             |              |
|  | <a href="mailto:Alan.nault@puc.ri.gov">Alan.nault@puc.ri.gov;</a>                               |              |

**STATE OF RHODE ISLAND**  
**RHODE ISLAND PUBLIC UTILITIES COMMISSION**

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2020 CONTACT VOLTAGE ANNUAL REPORT

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Docket No. 4237

**MOTION OF THE NARRAGANSETT ELECTRIC  
COMPANY D/B/A NATIONAL GRID FOR PROTECTIVE  
TREATMENT OF CONFIDENTIAL INFORMATION**

National Grid<sup>1</sup> respectfully requests that the Rhode Island Public Utilities Commission (“PUC”) grant protection from public disclosure certain confidential, competitively sensitive, and proprietary information submitted in the Company’s response to PUC’s Data Requests 3-1, 3-3, and 3-4 (“Data Requests”), as permitted by 810-RICR-00-00-1.3(H) (Rule 1.3(H)) of the PUC’s Rules of Practice and Procedure and R.I. Gen. Laws § 38-2-2(4)(B). The Company also respectfully requests that, pending entry of that finding, the PUC preliminarily grant the Company’s request for confidential treatment of the designated Data Request Responses pursuant to Rule 1.3(H)(2).

**I. BACKGROUND**

On September 13, 2020, the PUC served its third set of data requests in this matter. Data Requests 3-1 and 3-3 seek information regarding the pricing terms for the Company’s current mobile survey testing and information regarding the confidential responses to the Company’s request for proposal (“RFP”) for the mobile survey testing. In addition, Data Request 3-4 seeks a copy of the mobile survey contract between the Company and Osmose Utility Services, Inc. As

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<sup>1</sup> The Narragansett Electric Company d/b/a National Grid (National Grid or the Company).

described below, the pricing terms of the Company's mobile survey testing contract with Osmose and the responses to the Company's RFP are confidential. Accordingly, the Company requests that, pursuant to Rule 1.3(H), the PUC afford confidential treatment to the confidential commercial terms and related material submitted to the PUC in the Company's response to Data Requests 3-1, 3-3, and 3-4.

## **II. LEGAL STANDARD**

Rule 1.3(H) provides that access to public records shall be granted in accordance with the Access to Public Records Act (APRA), R.I. Gen. Laws § 38-2-1, *et seq.* Under the APRA, all documents and materials submitted in connection with the transaction of official business by an agency are deemed to be "public record[s]," unless the information contained in such documents and materials falls within one of the exceptions specifically identified in R.I. Gen. Laws § 38-2-2(4). To the extent that information provided to the PUC falls within one of the designated exceptions to the public records law, the PUC has the authority under the terms of APRA to deem such information as confidential and to protect that information from public disclosure.

In that regard, R.I. Gen. Laws § 38-2-2(4)(B) provides that the following types of records shall not be deemed public:

Trade secrets and commercial or financial information obtained from a person, firm, or corporation which is of a privileged or confidential nature.

The Rhode Island Supreme Court has held that this confidential information exemption applies where the disclosure of information would be likely either (1) to impair the government's ability to obtain necessary information in the future; or (2) to cause substantial harm to the competitive position of the person from whom the information was obtained. *Providence Journal*, 774 A.2d 40 (R.I. 2001).

The first prong of the test is satisfied when information is provided to the governmental agency and that information is of a kind that would customarily not be released to the public by the person from whom it was obtained. *Providence Journal*, 774 A.2d at 47.

### **III. BASIS FOR CONFIDENTIALITY**

The mobile survey testing contract is confidential by its terms and includes as an attachment a non-disclosure agreement (“NDA”) between the Company and Osmose. The contract also includes commercial terms and related material that must be maintained as confidential to avoid inflicting competitive harm on the Company and Osmose. Before responding to the Data Requests, pursuant to its NDA with Osmose, the Company provided notice to Osmose that the PUC requested the confidential mobile survey testing contract between the Company and Osmose. Osmose agreed to the Company providing the contract and details regarding the mobile survey testing pricing terms subject to the NDA between the Company and Osmose and the Company’s motion for protective treatment of this information. Public disclosure of such information could impair National Grid’s ability to obtain advantageous pricing or other terms in the future, and might deter contract counterparties from doing business with National Grid, thereby causing substantial competitive harm. Public disclosure of the information could also put the Company at risk of violating the NDA between the Company and Osmose. Accordingly, National Grid respectfully requests that the PUC provide confidential treatment to its responses to Data Requests 3-1, 3-3, and 3-4.

### **IV. CONCLUSION**

For the foregoing reasons, National Grid respectfully requests that the PUC grant its Motion for Protective Treatment of Confidential Information.

[SIGNATURE ON NEXT PAGE]

Respectfully submitted,

**THE NARRAGANSETT ELECTRIC  
COMPANY d/b/a NATIONAL GRID**

By its attorney,



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Raquel J. Webster (Bar #9064)  
National Grid  
40 Sylvan Road  
Waltham, MA 02451  
Tel. 781-907-2121  
[Raquel.webster@nationalgrid.com](mailto:Raquel.webster@nationalgrid.com)

Dated: October 8, 2020

**Redacted**  
PUC 3-1

Request:

Does National Grid have any knowledge of the factors that the winning vendor considered and used to develop its bid proposal? If so, please explain.

Response:

National Grid presented all potential vendors with the same Request For Proposal (RFP) guidelines to prepare their responses.

In their response to National Grid's RFP, the winning vendor stated:

[REDACTED]

The winning bidder also stated:

[REDACTED]

The Narragansett Electric Company  
d/b/a National Grid  
RIPUC Docket No. 4237  
In Re: 2020 Contact Voltage Annual Report  
Responses to Commission's Third Set of Data Requests  
Issued on September 17, 2020

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PUC 3-2

Request:

How many bids did the company receive in response to its RFP? Were all the bids conforming?

Response:

National Grid received three bids in response to its RFP. All bids were conforming.

The Narragansett Electric Company  
d/b/a National Grid  
RIPUC Docket No. 4237  
In Re: 2020 Contact Voltage Annual Report  
Responses to Commission’s Third Set of Data Requests  
Issued on September 17, 2020

**Redacted**  
PUC 3-3

Request:

Please provide the name of each bidder and the dollar amount of the bid for each respondent to the National Grid RFP.

Response:

The bidder names were Osmose Utility Services, TRC Solutions, and Utility Testing and Geographic Information Systems or, UTGIS. The chart below outlines the dollar amount bid by each respondent to the National Grid RFP.

| <b>OSMOSE UTILITY SERVICES</b>                                    |       |  |       |  |       |
|---|-------|--|-------|--|-------|
| Annual Survey and Testing Pricing<br>100% of DCVRAs               |       | Annual Survey and Testing Pricing<br>50% of DCVRAs |       | Annual Survey and Testing Pricing<br>20% of DCVRAs |       |
| Period  | Price | Period   | Price | Period   | Price |
| 2020  |       | 2020   |       | 2020   |       |
| 2021  |       | 2021   |       | 2021   |       |
| 2022  |       | 2022   |       | 2022   |       |
| 2023  |       | 2023   |       | 2023   |       |
| <b>TRC SOLUTIONS</b>  |       |  |       |  |       |
| Annual Survey and Testing Pricing<br>100% of DCVRAs               |       | Annual Survey and Testing Pricing<br>50% of DCVRAs |       | Annual Survey and Testing Pricing<br>20% of DCVRAs |       |
| Period  | Price | Period   | Price | Period   | Price |
| 2020  |       | 2020   |       | 2020   |       |
| 2021  |       | 2021   |       | 2021   |       |
| 2022  |       | 2022   |       | 2022   |       |
| 2023  |       | 2023   |       | 2023   |       |
| <b>UTILITY TESTING AND GEOGRAPHIC INFORMATION SYSTEMS (UTGIS)</b> |       |  |       |  |       |
| Annual Survey and Testing Pricing<br>100% of DCVRAs               |       | Annual Survey and Testing Pricing<br>50% of DCVRAs |       | Annual Survey and Testing Pricing<br>20% of DCVRAs |       |
| Period  | Price | Period   | Price | Period   | Price |
| 2020  |       | 2020   |       | 2020   |       |
| 2021  |       | 2021   |       | 2021   |       |
| 2022  |       | 2022   |       | 2022   |       |
| 2023  |       | 2023   |       | 2023   |       |

The Narragansett Electric Company  
d/b/a National Grid  
RIPUC Docket No. 4237  
In Re: 2020 Contact Voltage Annual Report  
Responses to Commission's Third Set of Data Requests  
Issued on September 17, 2020

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PUC 3-4

Request:

Please provide a copy of the contract signed with Osmose.

Response:

Please see Attachment PUC 3-4 for a confidential and redacted copy of the executed contract with Osmose. Please note that the confidential terms of this contract have been redacted subject to the PUC's review of the Company's Motion for Protective Treatment of Confidential Information.

Contract between National Grid USA Service Company and Osmose Utilities Services, Inc. – Rhode  
Island Mobile Elevated Voltage Inspection Program



## **Contract Agreement**

**Between**

**Massachusetts Electric Company  
National Grid USA Service Company  
New England Power Company  
The Narragansett Electric Company  
Nantucket Electric Company  
Niagara Mohawk Power Company**

**and**

**Osmose Utilities Services, Inc.**

**to provide**

**Materials, Equipment & Construction Services  
for the**

**Rhode Island Mobile Elevated Voltage Inspection Program**

**July 13<sup>th</sup>, 2020**

**Please Note: This Document contains Confidential, sensitive information  
that is not to be reproduced or distributed outside of the project team  
leadership and executive reviewers of National Grid and Network Mapping,  
Inc.**

Contract between National Grid USA Service Company and **Osmose Utilities Services, Inc. – Rhode Island Mobile Elevated Voltage Inspection Program**

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**DESCRIPTION**

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**Contract Documents:**

|                    |   |
|--------------------|---|
| NDA                | Non-Disclosure Agreement                                    |
| Terms & Conditions | 0700- Terms and Conditions for Construction Purchase Orders |
| Exhibit A:         | Contract Documents Incorporated by Reference                |
| Exhibit B:         | Labor & Equipment Rates                                     |



Contract between National Grid USA Service Company and **Osmose Utilities Services, Inc. – Rhode Island Mobile Elevated Voltage Inspection Program**

ARTICLE 3 - SCHEDULE

The Contractor agrees to commence any Work to be performed under this Agreement at the time specified by Owner, and to carry it on continuously with such diligence that the Work will be completed on schedule. Any planned, contemplated, or unforeseen changes to project schedules must be documented in detail by the Contractor, inclusive of all cascading effects, particularly any change to the project end date. This information must be presented to and discussed with the Owner and must be approved in writing by the Owner's Project Manager.

ARTICLE 4 - CONTRACT PRICE

The Contract for the Work is based on any direct assigned or awarded Lump Sum detailed on the Work Authorization Form that will be provided to the Contractor upon award. The contract price includes the cost of a dedicated project Safety Representative.

ARTICLE 5 – INVOICING / PAYMENTS

The Contractor agrees to submit invoices as detailed herein. An original copy is to be forwarded to the "Bill to" address referenced in the Work Authorization (WA), to the attention of the Owner's Project Manager including SAP Contract #4400008258. **A new Work Authorization and corresponding Purchase Order Release(s) will be issued for each subsequent project award under this agreement.** A "Payment Application" is to be e-mailed to the Project Manager for review and to obtain the necessary PO Number information 5 days prior to mailing the 'final' invoice to Accounts Payable. The invoice being sent to Accounts Payable (including those submitted via the Ariba system) must include the purchase order number specific to the Work being performed. The 'final' invoice's date must be updated to the date you are submitting to Accounts Payable. Your pay terms will begin the day the invoice is received by Accounts Payable.

As per National Grid's Terms and Conditions a retainer will be held for each submitted invoice until satisfactory completion of the Project. Invoices are to contain completed work with itemized detail specific to work scope / units completed.

Invoices shall not include any Sales Tax assessment (see Terms and Conditions Payment and Taxes Section).

Upon satisfactory completion of any project award under this agreement, including the close out of any "punch list" items and submittal of a signed contractor's lien release, releasing the Owner from all claims and liens by the Contractor, their Suppliers, and Subcontractors, the Contractor will request written approval from the Owner's Project Manager to proceed with final invoicing. Upon receipt of this written approval, the Contractor can proceed with invoice submittal to collect the remaining retainage.

Contract between National Grid USA Service Company and **Osmose Utilities Services, Inc. – Rhode Island Mobile Elevated Voltage Inspection Program**

ARTICLE 6 - NOTICES

Notices required or permitted under this Agreement shall be addressed to:

| Contractor   | Owner   |
|--|---|
| <p><i>Osmose Utilities Services, Inc.</i><br/> <b>James Taylor</b><br/> <b>Director of Business Development</b><br/> <b>635 Highway 74 S</b><br/> <b>Peachtree City, Georgia 30269</b><br/> <b>Ph: 413-230-0116</b><br/> <b>jamestaylor@osmose.com</b></p> | <p><i>National Grid</i><br/> <b>Alex Murphy</b><br/> <b>Sourcing Specialist, Global Procurement</b><br/> <b>40 Sylvan Road</b><br/> <b>Waltham, MA 02451</b><br/> <b>Ph: 781-960-5968</b><br/> <b>alexander.murphy@nationalgrid.com</b></p> |

ARTICLE 7 – TERM OF AGREEMENT

The Term of this Agreement shall commence on **August 1<sup>st</sup>, 2020**, for a term of **three (3) years and five (5) months with a “buyer” option for two (2) one (1) year extension**. National Grid may at its discretion terminate this agreement at any time.

ARTICLE 8 - ENTIRE AGREEMENT

This Agreement, including all Contract Documents, constitutes the entire Agreement between the Owner and the Contractor, with respect to the Work specified, and all previous representations relative thereto, not included in this contract, either written or oral are hereby annulled and superseded. No modification of any of the provisions of this Agreement shall be binding unless committed to in writing and signed by a duly authorized representative of each party hereto.

ARTICLE 9 – CONTRACT DOCUMENT RETENTION

Participant understands and agrees to the following: (a) if Participant submits a bid in connection with this RFP, Participant will (i) download and review all documentation included in the event (such documentation to be downloaded from Ariba Bid Event), and (ii) comply with all requirements and terms set forth in such documentation in Participant’s bid; (b) if Participant is selected for an award as a result of this RFP and Participant’s corresponding bid, unless otherwise explicitly provided in writing by National Grid, the documents contained in this RFP will be considered “Contract Documents” under the Agreement that will be executed by Participant and National Grid; and (c) Participant will retain a copy of the downloaded documentation included in the event and RFP along with the Agreement and all other Contract Documents in accordance with the terms and conditions of the Agreement, provided however Participant will retain such documents for its records for at least six (6) years following the expiration or termination of the Agreement.

Contract between National Grid USA Service Company and **Osmose Utilities Services, Inc. – Rhode Island Mobile Elevated Voltage Inspection Program**

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly authorized representative on the day and year set forth below.

Contractor:  
Osmose Utilities Services, Inc.

Owner:  
National Grid USA Service Co. (*dba National Grid*)

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name*

Alex Murphy  
\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

Sourcing Specialist – Electric Construction  
\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

Contract between National Grid USA Service Company and **Osmose Utilities Services, Inc. – Rhode Island Mobile Elevated Voltage Inspection Program**

**Non Disclosure Agreement**

## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“**Non-Disclosure Agreement**”) dated as of April 23, 2020 (the “*Effective Date*”), between Osmose Utilities Services, Inc. (“*Contractor*”), a corporation having offices at 635 Highway 74 S, Peachtree City, Georgia 30269 and The Narragansett Electric Company d/b/a National Grid (“*National Grid*”), a Rhode Island corporation, having offices at 280 Melrose Street, Providence, RI 02907 (each, individually, a “*Party*” and, collectively, the “*Parties*”).

### RECITALS

**WHEREAS**, the Parties and their respective Affiliates (as such term is defined below) possess certain confidential and proprietary Information (as such term is defined below); and

**WHEREAS**, each Party may elect, in its sole discretion, to disclose Information to the other Party or its Representatives (as such term is defined below) in connection with Rhode Island Mobile Contact Voltage Surveying and Testing (the “*Purpose*”), subject to the terms and conditions of this Non-Disclosure Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1. *Certain Definitions.*

(a) The term “*Information*” means

(i) all financial, technical and other non-public or proprietary information which is furnished or disclosed orally, in writing, electronically or in other form or media by Disclosing Party and/or its Representatives to Recipient and/or its Representatives in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed;

(ii) all memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or any other thing prepared or derived from the information described in §1(a)(i), above;

(iii) all CEII (as such term is defined below and only if CEII is exchanged under this Non-Disclosure Agreement);

(iv) all Personal Information (as defined in the ISA Exhibit and only if Personal Information is exchanged under this Non-Disclosure Agreement); and

(v) all Customer Information (as such term is defined below and only if Customer Information is exchanged under this Non-Disclosure Agreement).

(b) The term “*Recipient*” means a Party to whom the other Party or its Representatives discloses Information.

(c) The term “*Disclosing Party*” means the Party disclosing Information in its possession, or on whose behalf Information is disclosed, to a Recipient.

(d) The term “*Representative(s)*” means the Affiliates of a Party and the officers, directors, members, managers, employees, contractors, legal advisors, financial advisors and representatives of such Party and its Affiliates.

(e) The term “*Affiliate*” means any Person controlling, controlled by, or under common control with, any other Person; “control” shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such Person.

(f) The term “*Customer Information*” includes, but is not limited to, one or more National Grid customers’ names, addresses, account numbers, billing information, load information, and usage information.

(g) The term “*Person*” includes any natural person, individual, firm, corporation, company, partnership (general or limited), limited liability company, business trust, joint venture, consortium, government or political subdivision, or any agency, instrumentality, or authority of any government or political subdivision, or other entity or association.

§2. *Permitted Disclosure, Personal Information and Critical Energy/Electric Infrastructure Information.*

(a) Recipient shall receive all Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the Information, and, except to the extent expressly permitted by this Non-Disclosure Agreement, shall not divulge Information to any third party without the prior written consent of Disclosing Party. The foregoing notwithstanding, Recipient may disclose Information to its Representatives to the extent each such Representative has a need to know such Information for the Purpose contemplated by this Non-Disclosure Agreement and agrees to observe and comply with the obligations of Recipient under this Non-Disclosure Agreement with regard to such Information. Recipient shall immediately notify Disclosing Party regarding, and shall be responsible hereunder for, any breach of the terms of this Non-Disclosure Agreement to the extent caused by its Representatives.

(b) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include Personal Information (as such term is defined in the ISA Exhibit attached hereto). To the extent Personal Information is disclosed under this Non-Disclosure Agreement, the Parties obligations shall be governed by the Information Security Addendum (attached hereto as the ISA Exhibit) which is hereby incorporated by reference and explicitly made a part of this Non-Disclosure Agreement.

(c) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include “Critical Energy / Electric Infrastructure Information” (“*CEII*”) as defined and designated by Disclosing Party, consistent with applicable Federal Energy Regulatory Commission (“*FERC*”) and North American Electric Reliability Corporation (“*NERC*”) regulations. Only if such Information contains CEII, Recipient shall, and shall cause its Representatives to, strictly comply with any and all laws, rules and regulations (including, without limitation, FERC and NERC rules, regulations, orders and policies) applicable to any such CEII that is disclosed by or on behalf of Disclosing Party or that relates to any of Disclosing

Party's or Disclosing Party's Affiliates' facilities. Recipient shall not divulge, and shall cause its Representatives not to divulge, any such CEII to any Person or entity, directly or indirectly, unless permitted to do so by applicable law and unless Recipient has first obtained, in each case, the express specific written consent of Disclosing Party and any affected Affiliate of Disclosing Party. In any event, to the extent that Recipient or any of its Representatives seeks or is ordered to submit any such CEII to FERC, a state regulatory agency, a court or other governmental body, whether in connection with the Purpose or otherwise, Recipient shall (and, to the extent applicable, shall cause its Representatives to), in addition to obtaining Disclosing Party's and its Affiliate's (as applicable) prior written consent, seek a protective order or other procedural protections to ensure that such information is accorded CEII protected status and is otherwise treated as confidential. With respect to CEII, in the event of any conflict or inconsistency between this Section and any other term or provision of this Non-Disclosure Agreement, this Section shall govern in connection with such CEII.

(d) Recipient shall be responsible hereunder for any breach of the terms of this Non-Disclosure Agreement to the extent caused by any of its Representatives.

§3. Exclusions from Application.

(a) This Non-Disclosure Agreement shall not apply to Information that,

(i) at the time of disclosure by or on behalf of Disclosing Party hereunder, is in the public domain, or thereafter enters the public domain without any breach of this Non-Disclosure Agreement by Recipient or any of its Representatives,

(ii) is rightfully in the possession or knowledge of Recipient or its Representatives prior to its disclosure by or on behalf of Disclosing Party hereunder,

(iii) is rightfully acquired by Recipient or its Representative(s) from a third party who is not under any obligation of confidence with respect to such Information, or

(iv) is developed by Recipient or its Representatives independently of the Information disclosed hereunder by or on behalf of Disclosing Party (as evidenced by written documentation).

(b) Recipient is hereby notified that, as set forth in 18 U.S.C. §1833(b), individuals do not have criminal or civil liability under U.S. trade secret law for the following disclosures of a trade secret:

(i) disclosure in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, provided the disclosure is for the sole purpose of reporting or investigating a suspected violation of law;

(ii) disclosure in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal; and/or

(iii) under those circumstances where Recipient files a lawsuit for retaliation against Disclosing Party for reporting a suspected violation of law, Recipient may disclose Disclosing Party's trade secret information to its attorney and may use the trade secret information in the court proceeding if Recipient files any document containing the

trade secret under seal and does not disclose the trade secret, except pursuant to court order.

(c) Nothing herein or in any other agreement between the Parties is intended to conflict with 18 U.S.C. § 1833(b) or create any liability for disclosures of trade secrets that are expressly allowed by such section.

§4. Production of Information. Recipient agrees that if it or any of its Representatives are required by law, by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or other process) to disclose any of Disclosing Party's Information, Recipient shall provide Disclosing Party with prompt notice of any such request or requirement, to the extent permitted to do so by applicable law, so that Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Non-Disclosure Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, Recipient (or any Representative of Recipient) is, in the opinion of its counsel, legally compelled to disclose such Information, Recipient may disclose, and may permit such Representative to disclose, such portion of the Information that its counsel advises must be disclosed and such disclosure shall not be deemed a breach of any term of this Non-Disclosure Agreement. In any event, Recipient shall use (and, to the extent applicable, shall cause its Representatives to use) reasonable efforts to seek confidential treatment for Information so disclosed if requested to do so by Disclosing Party, and shall not oppose any action by, and shall reasonably cooperate with, Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Information.

§5. Scope of Use. Recipient and each of its Representatives shall use Information disclosed by or on behalf of Disclosing Party solely in connection with the Purpose and shall not use, directly or indirectly, any Information for any other purpose without Disclosing Party's prior written consent.

§6. No Representations; No Rights Conferred. Disclosing Party makes no representations or warranties, express or implied, with respect to any Information disclosed hereunder, including, without limitation, any representations or warranties as to the quality, accuracy, completeness or reliability of any such Information; all such representations and warranties are hereby expressly disclaimed. Neither Disclosing Party nor its Representatives shall have any liability whatsoever with respect to the use of, or reliance upon, the Information by Recipient or its Representatives. Neither Recipient nor its Representatives shall acquire any rights in Information by virtue of its disclosure hereunder. No license to Recipient or its Representatives, under any trademark, patent, or other intellectual property right, is either granted or implied by the disclosure of Information under this Non-Disclosure Agreement.

§7. Return or Destruction of Information. Recipient shall return and deliver, or cause to be returned and delivered, to Disclosing Party, or destroy or cause to be destroyed (with certification of destruction delivered to Disclosing Party), all tangible Information, including copies and abstracts thereof, within thirty (30) days of a written request by Disclosing Party (a "Request"). The foregoing notwithstanding, Recipient may retain one (1) copy of such Information for archival purposes only and subject to compliance with the terms of this Non-Disclosure Agreement. Notwithstanding the foregoing, each Party agrees that Recipient shall not be required to return to Disclosing Party, or destroy, copies of Disclosing Party's Information that (A) reside on Recipient's or its Representatives' backup, disaster recovery or business continuity systems, or (B) that Recipient or its Representatives are obligated by applicable law and/or governmental regulations to retain. Recipient agrees that, following its receipt of the Request, it shall neither retrieve nor use Disclosing Party's Information for any purpose other than that specified in clause (B) above.

§8. No Partnership, Etc. Nothing contained herein shall bind, require, or otherwise commit a Party (or any Affiliate thereof) to proceed with any project, sale, acquisition, or other transaction of or with the other Party or any other entity. No agency, partnership, joint venture, or other joint relationship is created by this Non-Disclosure Agreement. Neither this Non-Disclosure Agreement nor any discussions or disclosures hereunder shall prevent either Party from conducting similar discussions with other parties or performing work, so long as such discussions or work do not result in the disclosure or use of Information in violation of the terms of this Non-Disclosure Agreement. The terms of this Non-Disclosure Agreement shall not be construed to limit either Party's right to independently engage in any transaction, or independently develop any information, without use of the other Party's Information.

§9. Term and Termination. Except with respect to any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall have a term of five (5) years from the Effective Date (the "Term"), but in no event will the confidentiality obligations herein terminate less than one (1) year from the date of the last disclosure. In the case of any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall survive for (i) the Term, or (ii) so long as such Customer Information, CEII or Personal Information, as applicable, is required to be kept confidential under applicable law, whichever period is longer (the "Special Information Term"). Either Party may terminate this Non-Disclosure Agreement by written notice to the other Party. Notwithstanding any such termination, all rights and obligations hereunder shall survive (i) for the Special Information Term for all Customer Information, CEII or Personal Information disclosed prior to such termination, and (ii) for the Term for all other Information disclosed prior to such termination.

§10. Injunctive Relief. The Parties acknowledge that a breach of this Non-Disclosure Agreement by Recipient or its Representatives may cause irreparable harm to Disclosing Party for which money damages would be inadequate and would entitle Disclosing Party to injunctive relief and to such other remedies as may be provided by law.

§11. Governing Law; Consent to Jurisdiction. This Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of State of Rhode Island for the purpose of interpretation and enforcement of this Non-Disclosure Agreement.

§12. Amendments. This Non-Disclosure Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of all Parties.

§13. Assignment. This Non-Disclosure Agreement may not be assigned without the express written consent of all Parties hereto; provided, however, that National Grid may assign this Non-Disclosure Agreement to an Affiliate of National Grid without the consent of any other Party.

§14. Severability. Whenever possible, each provision of this Non-Disclosure Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Non-Disclosure Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

§15. *Entire Agreement.* This Non-Disclosure Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded.

§16. *Consents and Waivers.* Any consent or waiver of compliance with any provision of this Non-Disclosure Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which it is given. No failure or delay by any Party in exercising any right, power or privilege under this Non-Disclosure Agreement shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.

§17. *No Publicity.* No Party shall issue any press release or make any other public announcement regarding the existence of this Non-Disclosure Agreement or any discussions among the Parties regarding the Purpose without the prior written consent of all Parties.

§18. *Notices.* Where written notice is required by this Non-Disclosure Agreement, such notice shall be deemed to be given when delivered personally, mailed by certified mail, postage prepaid and return receipt requested, or by facsimile or electronic mail, as follows:

To National Grid:

National Grid  
Attn: Simon Harnett  
VP US Procurement  
40 Sylvan Road  
Waltham, MA 02451

To Osmose Utilities Services, Inc.

**Osmose Utilities Services, Inc.**  
Attn: Jose Villalba  
635 Highway 74 S.  
Peachtree City, GA 30269

§19. *Counterparts.* This Non-Disclosure Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Non-Disclosure Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Non-Disclosure Agreement and of signature pages by facsimile or in electronic form (".pdf" or ".tif") shall constitute effective execution and delivery of this Non-Disclosure Agreement as to the Parties and may be used in lieu of the original Non-Disclosure Agreement for all purposes. Signatures of the Parties transmitted by facsimile or in electronic format shall be deemed to be their original signatures for all purposes. In proving this Non-Disclosure Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

**IN WITNESS WHEREOF**, this Non-Disclosure Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

The Narragansett Electric Company

Osmose Utilities Services, Inc.

By: \_\_\_\_\_

Name: Simon Harnett  
Title: VP US Procurement

By: \_\_\_\_\_

Name: David R. Hagley  
Title: Sr. Vice President

## ISA Exhibit

### **Information Security Addendum**

The following terms and conditions shall apply with regard to Personal Information as defined in this Information Security Addendum (“Addendum”). In the case of any inconsistency, conflict, or any other difference with respect to Personal Information between the Non-Disclosure Agreement and any of the terms in this Addendum, the terms of this Addendum shall in all cases be controlling. To the extent any capitalized terms are not defined in this Addendum, such shall have the same definition as have been provided in the preceding Non-Disclosure Agreement. The obligations of Contractor under this Addendum shall be deemed to apply to and bind Contractor’s Representative to the extent such Representative or Affiliate receives or has access to any Personal Information; provided, however, that Contractor shall remain solely liable for any noncompliance with the terms of this Addendum caused by its Representatives.

Some or all of the Personal Information to be collected by and/or disclosed to Contractor by National Grid is required by applicable Law (as that term is defined below) to be collected, protected, used, disclosed, and deleted in accordance with applicable Law; and certain applicable Law affords certain individuals whose Personal Information has been collected by the Parties for Business Purposes, certain rights in relation to that Personal Information.

#### **1.0 DEFINITIONS**

- 1.1 “Business Purpose” has the same meaning as set forth under the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et. seq., and its implementing regulations (collectively, the “CCPA”).
- 1.2 “Personal Information” – means information defined as “personal information or “personal data” under applicable Law. Without limiting the foregoing, Personal Information includes information that identifies or could be used to re-identify a specific person, including but not limited to first name and last name or first initial and last name in combination with any one or more of the following data elements: addresses; residential and/or mobile telephone numbers; e-mail addresses; social security numbers; medical insurance numbers; state issued identification card number (including tribal identification numbers); driver’s license numbers or other driver identification data; personnel records; financial account information; credit related information, including any information relating to credit checks or background checks; credit or debit card numbers and personal identification numbers such as access codes, security codes or passwords that would permit access to an individual’s financial account; and medical or health information. Without limiting the foregoing, Personal Information includes all private data of National Grid and its affiliates’ employees, officers, directors, subcontractors, agents, and customers, that Contractor receives from National Grid, and as may be defined by applicable state and/or federal statutes and regulations. Personal Information shall not include publicly available information, lawfully made available to the general public in federal, state, or local government records.
- 1.3 “Law” – means, with respect to this Addendum, any foreign, federal, state or local law or regulation, promulgated or amended from time to time during the term of this Non-Disclosure Agreement, applicable to Personal Information received by Contractor from National Grid, including, but not limited to, the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00 (the “MA Security Regs”), the Rhode Island

Identity Theft Protection Act, RIGL § 11-49.3-1 (the “*RI Security Regs*”), the California data security regulations, Cal. Civ. Code § 1798.81.5, (the “*CA Security Regs*”), and the CCPA.

## 2.0 SECURITY

- 2.1 Contractor hereby agrees to comply with all Laws applicable to Personal Information it receives from National Grid during the term of the Non-Disclosure Agreement and ensure that all subcontractors or vendors who have access to National Grid’s Personal Information comply with all Laws.
- 2.2 Contractor agrees to, and agrees to ensure that its subcontractors and/or vendors who have access to National Grid’s Personal Information will, implement and maintain appropriate physical, technical and administrative security measures for the protection of Personal Information as required by any Law or as required by National Grid; including, but not limited to: (i) encrypting all transmitted records and files containing Personal Information that will travel across public networks, and encryption of all data containing Personal Information to be transmitted wirelessly; (ii) prohibiting the transfer of Personal Information to any portable device unless such transfer has been approved in advance; (iii) retaining Personal Information for a period no longer than is reasonably required to provide the services requested, to meet the purpose for which it was collected, or in accordance with a written retention policy or as may be required by Law; and (iv) encrypting any Personal Information to be transferred to a portable device.
- 2.3 Contractor shall develop, document and implement quality assurance measures and internal controls, including implementing tools and methodologies, so that the Services outlined in the agreements between the Parties are performed in an accurate and timely manner, in accordance with such agreement and applicable Law.
- 2.4 Contractor shall: (i) maintain a strong control environment in day-to-day operations; (ii) document the processes and procedures for quality assurance and internal controls; (iii) develop and execute a process to ensure regular internal control self-assessments are performed with respect to the Services; and (iv) maintain an internal audit function sufficient to monitor the processes and systems used to provide the Services.
- 2.5 Contractor shall not, directly or indirectly, divulge, disclose or communicate any Personal Information it receives from National Grid to any Person, firm, or corporation, except with the written permission of National Grid.
- 2.6 All records pertaining to Personal Information received from National Grid, whether developed by National Grid or others, are and shall remain the property of National Grid.
- 2.7 In addition to the above requirements, Contractor shall adopt, implement and maintain security procedures sufficient to protect Personal Information from improper access, disclosure, use, or premature destruction. Such security procedures shall be reasonably acceptable to National Grid and in compliance with all applicable Laws as they are promulgated or amended. Contractor shall maintain or adopt a written information security program (“WISP”) or its equivalent consistent with the *MA Security Regs* and the *RI Security Regs*, and any other applicable Laws that govern the protection of Personal Information received from National Grid or maintained on behalf of National Grid. Contractor agrees to apply the standards and requirements of the *MA Security Regs* and *RI Security Regs* to all such Personal Information, regardless of the jurisdiction in which the subject of Personal Information resides. During the term of the Non-Disclosure

Agreement and for a period of seven (7) years thereafter, Contractor shall maintain, and provide for National Grid's review, at National Grid's request, (a) Contractor's WISP; and (b) other applicable security program documents, including summaries of its incident response policies, encryption standards and/or other computer security protection policies or procedures, that constitute compliance with applicable Laws. Contractor shall provide National Grid with notice of any amendments to its WISP and such policies or programs, and any new policies or programs related to information privacy and security as may be adopted by Contractor from time to time, within thirty (30) days after the adoption of any such amendment, policy or program or changes in applicable Law.

- 2.8 Contractor agrees to notify National Grid promptly, but in no event later than 24 hours, after discovery of a security vulnerability, including, but not limited to, an exploitation of security vulnerabilities by third parties that have resulted in corruption, unauthorized modification, sale, rental, and/or otherwise damages to or materially alters the integrity of National Grid's Information, and shall work with National Grid to mitigate such vulnerabilities.
- 2.9 Contractor shall have a process for managing both minor and major security incidents. Contractor shall notify National Grid promptly, and in no event later than five (5) days after discovery, in writing, of any unauthorized access, possession, use, destruction or disclosure of Personal Information (a "*Security Breach*"). Contractor shall promptly and in writing provide National Grid with full details of the Security Breach and shall use reasonable efforts to mitigate such Security Breach and prevent a recurrence thereof. Security Breaches include, but are not limited to, a virus or worm outbreak, cyber security intrusions into systems directly responsible for supporting National Grid data and services, physical security breaches into facilities directly responsible for supporting National Grid data and services, and other directed attacks on systems directly responsible for supporting National Grid data and services. Contractor shall not be required to provide a written report of attempted security incidents. "*Attempted Security Incidents*" means, without limitation, pings and other broadcast attacks on firewall, port scans, unsuccessful log-on attempts, common denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Personal Information or other serious vulnerability to National Grid's data. In the event of a Security Breach, the parties shall cooperate to (a) mitigate and resolve any data privacy or security issues involving Personal Information, and (b) make any notifications to individuals affected by the Security Breach, and/or governmental/administrative entities as required by Law. Contractor's failure to comply with this Article 2.9 shall be considered a material breach of the Non-Disclosure Agreement, for which no cure period shall apply.
- 2.10 Following a Security Breach, National Grid, or its designated agent, shall have the right, upon reasonable notice to Contractor, to complete a review of Contractor's security measures and ensure that unauthorized access to Personal Information has been eliminated.
- 2.11 Contractor agrees to ensure that any subcontractor or vendor to which it provides National Grid's Information, including Personal Information received from National Grid, or to which it provides National Grid's Information and/or Personal Information created or received by Contractor on behalf of National Grid, agrees to the same restrictions and conditions set forth herein through a written contractual agreement.
- 2.12 Contractor agrees that National Grid's data, including Personal Information, may not be maintained, stored, or transmitted outside of the United States of America, except for entities that are legally affiliated with Contractor or are wholly owned subsidiaries of Contractor.

- 2.13 Contractor agrees that it shall be responsible for any and all acts of any subcontractors or vendors to which it allows access to National Grid Information and/or Personal Information.
- 2.14 Contractor shall provide National Grid with a list of all subcontractors and vendors that will have access to National Grid's Confidential and/or Personal Information.
- 2.15 Contractor understands the extremely sensitive nature of the Information, including Personal Information it receives from National Grid, and acknowledges that National Grid would suffer irreparable harm, for which damages would not be an adequate remedy, if National Grid's Personal Information were improperly disclosed. Contractor therefore agrees that National Grid shall be entitled to seek and obtain equitable relief in addition to all other remedies at law to protect its Personal Information.
- 2.16 Contractor agrees that, to the fullest extent permitted by law, it shall be and remain strictly liable for the security of all Personal Information when in Contractor's possession and when being transmitted from Contractor or received by Contractor. Without limiting any other obligations under any agreement entered into between the Parties, Contractor agrees that it shall defend, indemnify and hold harmless National Grid and its Affiliates and their officers, directors, employees, agents, servants, successors and assigns, from and against any and all claims, losses, demands, liabilities, costs and other expenses (including but not limited to, reasonable attorneys' fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to prevent or remedy possible identity theft, financial harm or any other claims of harm related to a breach) incurred as a result of, or arising directly out of or in connection with any acts or omissions of Contractor or any party under its control, including, but not limited to, negligent or intentional acts or omissions, resulting from a Security Breach or encryption failure in the transmission of such Personal Information, except to the extent such act or omission is caused by the sole negligence of National Grid. This provision shall survive termination of this Addendum, the Non-Disclosure Agreement and any other agreement between the Parties relevant to the Purpose.
- 2.17 Contractor shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Contractor and its employees, agents, Representatives and subcontractors against any and all claims or claims for damages arising under this Addendum and the Non-Disclosure Agreement and such insurance coverage shall apply to all services provided by Contractor or its Representatives, agents or subcontractors.
- 2.18 When required by law, by a court or by other governmental or regulatory authorities (including, without limitation, an employment tribunal), Contractor shall provide, and formally document, a method that ensures that it can secure, preserve, and transfer digital evidence and artifacts to National Grid in a format that shall comply with such law or be admissible by such court or authority. Deviations from the documented method, either ad-hoc or permanent (e.g. due to new case law or technological advancements), must be agreed upon by the Parties in advance and must still adhere to the aforementioned format and documentation requirements.
- 2.19 In the event that Contractor fails to fulfill the above obligations or in the event that such failure appears to be an imminent possibility, National Grid shall be entitled to all legal and equitable remedies afforded it by law as a result thereof and may, in addition to any and all other forms of relief, recover from the undersigned all reasonable costs and attorneys' fees encountered by it in seeking any such remedy.

### **3.0 RIGHTS RELATED TO PERSONAL INFORMATION UNDER THE CCPA AND OTHER APPLICABLE LAW**

- 3.1 Contractor shall not collect, use, disclose, or retain Personal Information received from National Grid outside of providing services to National Grid or for any purpose other than the specific Purpose specified in the Non-Disclosure Agreement.
- 3.2 Contractor shall not sell any Personal Information it collects, accesses, or receives from National Grid.
- 3.3 Contractor agrees and represents that it shall comply with applicable Laws in regard to any Personal Information that it receives (whether furnished orally, in writing, electronically, visually or in other form or media), collects, accesses, maintains, uses, or discloses from or on behalf of National Grid.
- 3.4 As permitted by applicable Laws, Contractor may combine Personal Information received from one or more entities to which it provides services, only as necessary to detect data security incidents, or protect against fraudulent or illegal activity.
- 3.5 If Contractor receives a request to know or a request to delete, as set forth under applicable Laws, directly from a consumer, as that term is defined by applicable Law, regarding Personal Information that Contractor receives (whether furnished orally, in writing, electronically, visually or in other form or media), collects or maintains on behalf of National Grid, it shall notify National Grid of such request. If Contractor does not comply with the request, it shall explain the basis for the denial to National Grid and to the consumer in accordance with applicable provisions of the Laws. Contractor shall also inform the consumer that it should submit the request directly to National Grid, and, when feasible, provide the consumer with the contact information for National Grid.
- 3.6 If a subcontractor of Contractor receives (whether furnished orally, in writing, electronically, visually or in other form or media), accesses, collects, maintains, or uses National Grid Personal Information, or Contractor discloses National Grid's Personal Information to a subcontractor, Contractor shall require such subcontractor(s) to agree to the same or substantially similar restrictions and conditions that apply to Contractor under this Addendum with respect to Personal Information, or as required by Law, through a written contractual agreement. Contractor shall also require its subcontractor(s) to require the same of its third-party vendors if those vendors receive, have access to, collect or maintain National Grid data received from Contractor or where Contractor discloses such data to those vendors.
- 3.7 Contractor certifies that it understands this Addendum and the CCPA's restrictions and prohibitions on selling Personal Information and the prohibitions on collecting, retaining, using, or disclosing Personal Information. Contractor agrees that it will comply with these restrictions and prohibitions and that it will not collect, sell, retain, use, or disclose Personal Information in violation of this Addendum, the CCPA, or any other applicable Laws.

### **4.0 DATA SCRUBBING VERIFICATION**

- 4.1 Upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall return to National Grid all Personal Information or destroy such Personal Information beyond recovery and certify such destruction in writing to National Grid.

Without limiting the foregoing, upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall use the best possible means to scrub, or otherwise destroy beyond recovery all electronic Personal Information in its possession, certifying such destruction in writing to National Grid’s procurement agent, and providing National Grid with a written explanation of the method used for data disposal/destruction, along with a written certification that such method meets or exceeds the National Grid’s data handling standards and industry best practices for the disposal/destruction of sensitive data.

- 4.2 If such return or destruction is not feasible, Contractor shall provide to National Grid notification of the conditions that make return or destruction infeasible. Upon National Grid’s written agreement that return or destruction of Personal Information is infeasible, Contractor shall extend the protections of this Addendum to such Personal Information and limit further uses and disclosures of such Personal Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Personal Information.

**5.0 AUDIT**

- 5.1 Contractor shall, from time to time during the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, during regular business hours and upon reasonable notice, permit National Grid or its representatives to perform audits of Contractor’s facilities, equipment, books and records (electronic or otherwise), operational systems and such other audits as may be necessary to ensure: (a) Contractor’s compliance with this Addendum, (b) Contractor’s compliance with all applicable Law, and (c) Contractor’s financial and operational viability, including but not limited to Contractor’s internal controls, security policies, business resumption, continuity, recovery, and contingency plans.
- 5.2 National Grid requires an annual written self-certification from Contractor based on an independent third party audit that scrutinizes and confirms the effectiveness of controls. If Contractor fails to perform its audit obligations hereunder, National Grid (or an independent third party auditor on its behalf that is subject to confidentiality obligations) may audit Contractor and subservice providers control environments and security practices relevant to services provided once in any twelve (12)-month period, with reasonable prior written notice (at least seven (7) days’ notice) and under reasonable time, place and manner conditions.
- 5.3 In addition to the above, National Grid may also request Contractor to participate in an audit and information disclosure in the event (a) National Grid receives any audit requests from a governmental or regulated agency, and/or (b) within 24 hours if Contractor suffers a Security Breach.

**6.0 MISCELLANEOUS**

- 6.1 Where applicable, if, and only with National Grid’s prior consent, Contractor processes Personal Information received from National Grid from the “European Economic Area” or “EEA” (as defined below) in a jurisdiction that is not an approved jurisdiction under the EEA, Contractor shall ensure that it has a legally approved mechanism in place to allow for the international data transfer prior to the transfer of any such Personal Information and Contractor will abide by the obligations under Regulation (EU) 2016/679, the General Data Protection Regulation, fair and lawful use requirements, together with any additional implementing legislation, rules or regulations that are issued by applicable supervisory authorities with respect to such Personal

Information. The “EEA” means those countries that are members of European Free Trade Association (EFTA), and the then-current, post-accession member states of the European Union.

- 6.2 Contractor agrees to cooperate fully with National Grid and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other Party, to better evidence and reflect the transactions described in and contemplated by this Addendum, and to carry into effect the intents and purposes of this Addendum.
- 6.3 The terms of this Addendum shall survive the termination of all agreements between the Parties related to or in connection with the Purpose for any reason.

Contract between National Grid USA Service Company and **Osmose Utilities Services, Inc. – Rhode Island Mobile Elevated Voltage Inspection Program**

**Terms and Conditions**



700 Form Construction Terms and Conditions (Osmose Rev. July 6th, 2020).pdf

# nationalgrid

TERMS AND  
CONDITIONS  
FOR  
CONSTRUCTION

Form 00700 (Rev. July 6, 2020)

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**1.0 DEFINITIONS**

For purposes of these Terms and Conditions and as used in the purchase order or Agreement incorporating these Terms and Conditions, the following commonly used terms, wherever used with initial capitalization, whether in the singular or the plural, are defined as follows:

- 1.1 "Affiliate" means any entity Controlled y, Controlling, or under common Control with an entity.
- 1.2 "Agreement" means the form of agreement document executed by the Company and the Contractor setting out, among other things, the parties and the term. Where no such form of agreement document is entered into, the Agreement shall be the purchase order issued to the Contractor by the Company which refers expressly to these Terms and Conditions. For the avoidance of doubt, a notification by the Company to the Contractor of the award of a contract shall not constitute an Agreement and shall not create any contract between the Company and the Contractor. For the further avoidance of doubt, where a purchase order and a formal form of agreement document are issued by the Company, then the formal form of agreement document shall take precedence and no contract shall be formed until that form of agreement document has been executed by both parties.
- 1.3 "CIP" means Critical Infrastructure Protection as defined in the contract document that contains the NERC reliability standards.
- 1.4 "Company" or "Owner" means the entity identified as such in the Agreement (usually National Grid USA Service Company, Inc. and/or one or more of its Affiliates, successors and assigns).
- 1.5 "Contract Administrator" means the Company's representative(s) designated to direct, inspect and coordinate the performance and delivery of the Work.
- 1.6 "Contract Documents" means all documents identified as such in the Agreement.
- 1.7 "Contract Number" means the SAP numeric associated with the Agreement.
- 1.8 "Contract Price" shall have the meaning set forth in the Agreement, or if not expressly set forth, shall mean the total amount to be paid by the Company to Contractor under the Agreement.
- 1.9 "Contractor" means the business entity named in the Agreement as the party furnishing Work to the Company, and, if authorized by the Company, Contractor's successors and assigns.
- 1.10 "Contractor Environmental Requirements" means the Company's environmental policy document for contractors, to be provided to Contractor.
- 1.11 "Contractor Safety Requirements" means the Company's safety policy document for contractors, to be provided to Contractor.
- 1.12 "Control" (including with correlative meanings, the terms "Controlling," "Controlled by" and "under common Control with") means the possession directly or indirectly of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by trust, management agreement, contract or otherwise, provided, however, that beneficial ownership of 50% or more of the voting equity interests of an entity shall be deemed to be Control.
- 1.13 "Critical Asset" means facilities, systems, and equipment which, if destroyed, degraded, or otherwise rendered unavailable, would affect the reliability or operability of the Bulk Electric System (as defined by FERC).
- 1.14 "Critical Cyber Assets" mean Cyber Assets that are essential to the reliable operation of Critical Assets.
- 1.15 "Cyber Assets" means programmable electronic devices and communication networks including hardware, software, and data.
- 1.16 "Day" means a calendar day, except that if an obligation of the Agreement falls due on a Saturday, Sunday or legal holiday in the jurisdiction where the Site is located such obligation shall be due the next regular working day.
- 1.17 "Direct Pay Permit" or "OPP" means the certificate from individual states authorizing the Company to self-assess and pay directly to the state any Sales or Use Tax on materials and equipment purchases and certain

rentals, thereby relieving a retailer, or contractor acting as a retailer in the outright sale or transfer of goods, of responsibility to collect said taxes from the Company, in the event tax has not already been paid by the Contractor.

- 1.18 "Dollars" and "\$" means United States of America dollars.
- 1.19 "Drawings" means those drawings listed in the Specification or other Contract Documents. Such Drawings are incorporated by reference as if fully set forth in the Agreement.
- 1.20 "Field Representative" means the on-site representative of the Company. Unless otherwise specified, all matters relating to the Agreement and coordination of the Contractor activities with the Company shall be directed through this individual.
- 1.21 "Final Acceptance" means that date when the Company issues a certificate to the Contractor certifying that the Work has been fully performed in accordance with the terms and conditions of the Agreement.
- 1.22 "Goods" means all goods to be provided by the Contractor under the Agreement, including all equipment and materials indicated in the Specification.
- 1.23 "HUBZone Small Business Concern" means a Small Business Concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
- 1.24 "Indemnified Parties" means the Company or Owner, its Affiliates, and their officers, directors, employees, agents, successors and assigns, and any third party that Company or its Affiliates are required to hold harmless or indemnify by law or pursuant to: (a) a contract or agreement for operations, Work, and Services performed under or in connection with this Agreement or (b) any property or access rights obtained in support of the operations, Work, and Services performed under or in connection with this Agreement.
- 1.25 "Insured Parties" means the Company or Owner, its Affiliates, and their officers, directors, employees, agents, successors and assigns and any third party that Company or its Affiliates are required to hold harmless or indemnify by law or pursuant to: (a) a contract or agreement for operations, Work, and Services performed under or in connection with this Agreement or (b) any property or access rights obtained in support of the operations, Work, and Services performed under or in connection with this Agreement.
- 1.26 "ISNetworkd" and "ISN" mean the fee-based third party services contracted by Company to receive, store, manage and maintain various records for Company related to Contractor safety and vendor On-boarding.
- 1.27 "NERC" means the North American Electric Reliability Corporation.
- 1.28 "Partial Performance Payment" means the payment to which the Contractor is entitled for Work actually performed after the Company has provided Contractor with notice to commence Work and before the Company terminates all or a portion of the Agreement for convenience.
- 1.29 "Party" means either the Company or the Contractor, and any reference to "Parties" shall mean the Company and the Contractor.
- 1.30 "Physical Security Perimeter" means the physical completely enclosed ("six-wall") border surrounding computer rooms, telecommunications rooms, operations centers, and other locations in which Critical Cyber Assets are housed and for which access is controlled.
- 1.31 "Prohibited Act" means:
  - 1.31.1 offering, giving or agreeing to give to the Company, any of its Affiliates, or any persons associated with it or them including its or their officers, employees or agents, any gift or consideration of any kind as an inducement or reward: (i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Agreement or any other contract with the Company or any of its Affiliates; or (ii) for showing or not showing favor or disfavor to any person in relation to the Agreement or any other contract with the Company or any of its Affiliates;
  - 1.31.2 entering into the Agreement or any other contract with the Company, any of its Affiliates, or any persons associated with it or them where a commission has been paid or has been agreed to be paid by the Contractor or on its behalf, or to its knowledge, unless, before the relevant contract is entered into, particulars of any such commission and of the terms and conditions of any such

- contract for the payment thereof have been disclosed in writing to the Company;
- 1.31.3 committing any offense: (i) under the United Kingdom's Bribery Act 2010 (or engaging in any activity, practice or conduct which would constitute an offense under that act if such activity, practice or conduct had been carried out in the United Kingdom); (ii) under the United Kingdom's Modern Slavery Act 2015 (or engaging in any activity, practice or conduct which would constitute an offense under that act if such activity, practice or conduct had been carried out in the United Kingdom); (iii) under legislation creating offenses in respect of fraudulent acts; or (iv) at common law in respect of fraudulent acts in relation to the Agreement or any other contract with the Company or any of its Affiliates;
  - 1.31.4 engaging in any activity, practice or conduct which does not comply with the Company's anti-bribery, anti-corruption and anti-slavery policies as notified in writing to the Contractor from time to time by or on behalf of the Company;
  - 1.31.5 doing, or omitting to do, any act that will cause or lead the Company or any of its Affiliates to be in breach of the Bribery Act 2010, the Modern Slavery Act 2015, and/or the policies referred to in Section 1.31.4 above; or
  - 1.31.6 defrauding, attempting to defraud or conspiring to defraud the Company or any of its Affiliates.
- 1.32 "Project" means the totality of a Company-defined scope, to be completed within a specified time and cost, and all things associated therewith, of which the Work performed under the Agreement may be the whole or a part and which may include work performed by the Company or its Affiliates or by other contractors.
  - 1.33 "Purchase Order" means the serially numbered document issued by the Owner for accounting purposes. Purchase Order numbers should be referenced by the Contractor for invoicing purposes.
  - 1.34 "Purchase Order Number" means the number identified as such in the Agreement which may be used for the Company's internal accounting and document tracking.
  - 1.35 "RFP" and "Request for Proposal" mean the documentation associated with the tender solicitation.
  - 1.36 "Safety Requirements" has the meaning set forth in Section 16.6.
  - 1.37 "Service-Disabled Veteran" means a veteran, as defined in 38 U.S.C. § 101(2), with a disability that is service connected, as defined in 38 U.S.C. § 101(16).
  - 1.38 "Service-Disabled Veteran-Owned Small Business Concern" means a Small Business Concern not less than 51 percent of which is owned by one or more Service-Disabled Veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more Service-Disabled Veterans; and the management and daily business operations of which are controlled by one or more Service-Disabled Veterans or, in the case of a Service-Disabled Veterans with permanent and severe disability, the spouse or permanent caregiver of such veteran
  - 1.39 "Services" means all the labor and other services provided by the Contractor in connection with the Agreement.
  - 1.40 "Site" means the geographical location or facility where the Work will be performed.
  - 1.41 "Small Business Concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.
  - 1.42 "Small Disadvantaged Business Concern" means a Small Business Concern that represents, as part of its offer, that it has received certification as a Small Disadvantaged Business Concern consistent with 13 CFR § 124, Subpart B; and that no material change in disadvantaged ownership and control has occurred since its certification.
  - 1.43 "Specification" means the technical requirements and procedures, including any accompanying appendices, contained in, referenced by, or attached to the Agreement.
  - 1.44 "Subcontractor" means any organization, firm or individual, regardless of tier, which the Contractor retains during the term of the Agreement to provide Goods or Services in connection with the Agreement.
  - 1.45 "Substantial Completion" means that date, as certified by the Company, when the construction of the Work, or a specified portion of the Work, is sufficiently completed in accordance with the Agreement so

the Company can occupy or utilize the Project, or a specified portion of the Project, for its intended purpose.

- 1.46 "Supplemental Conditions" means those terms and conditions, if included in the Agreement, which add to or modify other Contract Documents and are incorporated by reference as if fully set forth in the Agreement. In the case of a conflict between the Supplemental Conditions and any other Contract Document the Supplemental Conditions shall prevail.
- 1.47 "Veteran-Owned Small Business Concern" means a Small Business Concern not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. § 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and the management and daily business operations of which are controlled by one or more veterans.
- 1.48 "Women-Owned Small Business Concern" means a Small Business Concern that is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- 1.49 "Work" means all operations, duties, responsibilities, and obligations to be performed by the Contractor as specified, stated, indicated or implied, whether temporary or permanent, by the Agreement including, but not limited to, the provision of Goods and Services.

**2.0 SCOPE OF WORK**

- 2.1 The Contractor shall perform all Work and Services and do all that is necessary to complete its portion of the Project in accordance with the Agreement (including all Contract Documents and any attached schedules, exhibits and appendices which are incorporated by reference), and in accordance with all applicable permits, Federal, state, and local engineering, construction, safety, environmental, building and electrical codes, standards, directives, requirements, rules, regulations, laws and ordinances (whether the same are in force upon the execution of the Agreement or may in the future be passed, enacted or directed.) The Contractor is, and shall at all times remain, an independent contractor.
- 2.2 The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, procedures, safety, and compliance programs in connection with the performance of the Work. The Contractor shall supply and be fully responsible for temporary facilities. The Contractor shall locate such facilities only in approved areas designated by the Company. Temporary facilities, located at the Site, shall be removed by the Contractor prior to final payment, unless otherwise authorized in writing by the Company.
- 2.3 The Contractor represents that it has fully acquainted itself with, and has carefully examined all documents and conditions relevant to the Work and the Project to insure that they are sufficient to properly complete the Work; all relevant plans, surveys, measurements, dimensions, calculations, and estimates to be sure that they contain no errors or inaccuracies; the nature and location of the Work, the character of equipment, materials and facilities needed preliminary to and during the prosecution of the Work; the general and local conditions (including environmental conditions and labor relations); and all other matters which can in any way affect the Project and the Work and its cost under the Agreement. The Company assumes no responsibility whatsoever for ascertaining for the Contractor any facts which the Contractor could have ascertained for itself through such investigation. The Contractor shall notify its Subcontractors of the requirements of this Section 2.3. Lack of knowledge of any of the foregoing matters shall not constitute an excuse for delay or failure of performance under the Agreement, nor shall it justify any increase in the price as determined under the Agreement. The Contractor hereby represents that it has all information and documentation with respect to equipment, materials, facilities or any other matters which are or will be necessary to enable the Contractor to safely and reliably perform the Work. Except as is otherwise specified within the Agreement, all loss or damage to the Contractor arising out of its performance of the Work, whether due to the elements, unforeseen circumstances, subsurface conditions or otherwise, shall be sustained and borne by the Contractor at its sole cost and expense.
- 2.4 The Contractor hereby acknowledges and agrees that the Company will only be responsible for providing such materials and services as are expressly indicated to be the Company's responsibility in the Specification.

- 2.5 Instructions or explanations given by the Contract Administrator or the Company to the Contractor to complete, clarify or give proper effect to the Specifications will be deemed a part of the Specifications. The Contractor shall, immediately upon identification of same, notify in writing the Company's Field Representative and/or Contract Administrator of any discrepancy in materials, quantity, quality defects, or damages noted upon the Contractor's receipt of Company-furnished materials. If there is any doubt as to the meaning of any portion or portions of the Specifications, such documents will be interpreted as calling for the best quality, as to materials, equipment and workmanship capable of being supplied or applied, and any explanation provided by the Contract Administrator's will be final and conclusive.
- 2.6 The Company and its engineers make no warranty for the detail, accuracy, or completeness of the Contract Documents including, but not limited to, the Specification and Drawings. The Company's review of or comments on any document shall not relieve the Contractor of its sole responsibility for the correctness and adequacy of the Contractor's Work, including but not limited to the correctness of design, detail, dimensions, or erection or any other obligation of the Contractor hereunder.
- 2.7 All documents furnished by the Company, including but not limited to the Specification and Drawings and copies thereof and documents produced by the Contractor for the Company shall be the property of the Company, shall be used by the Contractor only for performance of the Project, shall not be used on any other jobs, shall not be delivered to any third parties except as is necessary for performance of the Project hereunder, and shall be returned to the Company upon completion, cancellation or termination of the Agreement.
- 2.8 The Contract Documents including, but not limited to, the Specification and Drawings may not be complete in every detail. The Contractor shall comply with their manifest intent and general purpose, taken as a whole, and shall not ignore or misuse any errors or omissions therein to the detriment of the Project. Should any error, omission, conflict or discrepancy appear in the Contract Documents, referenced documents, or codes, standards or instructions, the Contractor shall immediately notify the Company in writing and the Company shall issue written instructions, however, unless otherwise instructed the more stringent requirement shall apply. If the Contractor proceeds with any of the Work in question prior to receiving such instructions, then required corrections shall be at the Contractor's expense.
- 2.9 If the Contractor observes that any requirement specified in the Agreement is at variance with any governing laws, ordinances, rules, regulations, permits or licenses it shall promptly notify the Company in writing before incurring any further liability, expense or obligation for the Contractor or the Company.

**3.0 CONTRACTOR PERSONNEL**

- 3.1 The Contractor shall provide a competent full time superintendent and any necessary assistants, all satisfactory to the Company, at the Site during the progress of the Work to ensure that the Work is being performed in accordance with the Agreement. The superintendent shall not be removed from the Project without the Company's prior written approval. The superintendent shall represent the Contractor, and all directions given the superintendent shall be binding as if given to the Contractor.
- 3.2 The Contractor's personnel on the Site shall include, but not be limited to, a quality-assurance representative, a certified safety professional, and an individual knowledgeable in environmental rules and regulations. In the event that the Company believes, in its sole judgment, that any of the Contractor's personnel are objectionable, the Company shall so notify the Contractor, whereupon the Contractor shall promptly investigate and take appropriate corrective action including, where requested by the Company, removal of such personnel and replacement with personnel acceptable to the Company. Whenever required by law, regulations, or code, or any applicable governmental approval, the Contractor shall employ only licensed and properly trained personnel in the performance of the Work. The Contractor and all Subcontractors shall have full responsibility for all employees employed on or in connection with the Project and shall employ only such employees who shall cooperate with all other individuals working at the Site.
- 3.3 The Contractor shall, and shall require its Subcontractors to comply with the Company's background check requirements as defined in the Company's policies and procedures set forth in this Agreement and as may be amended from time to time.
- 3.4 In the event of the Contractor's non-compliance with any or all of these background-check requirements, the Company may cancel the Agreement for its convenience pursuant to the termination provisions contained in the Agreement except that in no event shall the Company or its Affiliates be liable for any

termination cost/charges to the Contractor beyond compensation for Work performed up to the date of such cancellation.

- 3.5 The Contractor shall be wholly and solely responsible for all acts of its personnel while engaged in the Work. Any illegal acts, including but not limited to terrorism affecting property and/or personnel of the Company or its Affiliates, the Contractor or third parties shall be considered grounds for finding the Contractor in default and terminating the Agreement for cause in accordance with Section 18.1, in addition to all other rights and remedies available to the Company and its Affiliates under applicable law.

**4.0 TIME OF PERFORMANCE**

- 4.1 The Contractor shall submit a schedule for the assigned Work, and provide the Company with updated progress and scheduling information as required and set forth in the Agreement. The Contractor shall perform the Work in accordance with the schedule agreed to by the Parties. Once commenced the Work shall be prosecuted continuously to completion unless otherwise agreed to by the Company. Contractor shall notify the Company orally and then in writing of any anticipated delays; however, such notification shall not relieve Contractor of any of its obligations or affect any of the Company's available remedies.
- 4.2 The Contractor shall maintain a labor force of sufficient size and competence to conform to and complete all Work on schedule and within the scheduled hours and days set forth in the schedule unless otherwise directed or approved by the Company.
- 4.3 The Contractor shall limit the Work at the Site to eight hours per day and 40 hours per week and normal working hours, between 7:00 a.m. - 5:00 p.m., Monday through Friday, unless otherwise specified elsewhere in the Agreement. Extended hours shall be subject to the Company's prior written approval.
- 4.4 **Time of performance is of the essence.** If, at any time during the term of the Agreement, except for delays occurring pursuant to Section 21.0, in the opinion of the Company the Contractor does not meet the schedule, the Company may for each incident of delay, at no additional cost to the Company, at its sole option, in addition to any other rights it may have:
  - 4.4.1 Require the Contractor to get back on schedule by working additional shifts and/or additional days and/or increasing its manpower, supervision, tools, and/or equipment; and/or
  - 4.4.2 Treat such failure as a material breach and repudiate and terminate the Agreement in accordance with Section 18.1 and collect damages; and/or
  - 4.4.3 Require the Contractor to pay the Company liquidated damages, as may be provided for in the Agreement, provided, however, once the Company elects liquidated damages for an incident of delay its right to invoke the remedies under 4.4.1 or 4.4.2 for such delay shall be extinguished.
- 4.5 Any failure by the Company to invoke any of the provisions of Section 4.4 shall not constitute a waiver of its right to subsequently invoke such provisions or its entitlement to any other damages provided for elsewhere in this Agreement.
- 4.6 No request for extension of time for completion of the Work, or any other change to an approved schedule, shall be granted to the Contractor unless in a writing signed by the Company and except as provided in Sections 21.0, 14.0, and 19.0.
- 4.7 Notwithstanding the foregoing, if the Contractor incurs delays and believes that changes in the Project or changed conditions beyond the Contractor's control are the cause of the delay, the Contractor shall provide prompt written notice to the Company in the manner set forth in Section 14.3 of the changes or changed conditions that it believes justify excusing the Contractor from meeting the schedule. If the Company agrees with the Contractor, the Company will, in accordance with Section 14.3, approve an extension of time for completion of the Work. Such extensions of time however shall not include any additional payment for extended overhead.
- 4.8 If the Contractor is delayed by any act or omission by the Company, or by interference by a public authority, or strikes or injunctions, none of which are caused, instituted, or provoked by the Contractor or by any Subcontractor, agent or representative of the Contractor, and if the Contractor cannot with reasonable diligence, due to such act or omission, interference, strike or injunction, make up for such delay or delays, then the specified date or dates for completion of the work or services or the portion or portions thereof so delayed will be extended by the Company by the amount of time for such delay as determined by the Contract Administrator. Notwithstanding the foregoing, no periods of such delay will be deemed to

begin until written notice thereof has been given by the Contractor to the Company. If the Contractor cannot make up for such delay by applying reasonable diligence and speed, then the Contractor may receive compensation for such delay, if appropriate. The Contract Administrator shall determine the time period covered by the delay and the amount of compensation payable to the Contractor.

- 4.9 When necessary to accommodate the Company's operating requirements, the Company shall have the option to order any portion of the Project performed at times other than normal working hours or on weekends or holidays, in which event extra costs, if any, for such work shall be paid to the Contractor in accordance with Section 14.5.

## 5.0 PERMITS AND LICENSES

- 5.1 Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Unless otherwise specified, permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Company. In either case the Contractor shall be responsible for prosecuting the Work in accordance with the provisions of all applicable permits and licenses.
- 5.2 The Contractor shall maintain all permits and licenses required and necessary to complete the Work so that it complies with all applicable laws, rules, regulations, requirements, orders, directives, ordinances, codes and standards of all Federal, state, and local governmental agencies having jurisdiction over the Company and its Affiliates, the Contractor, the Subcontractors, or the Project, whether the same are in force at the execution of this Agreement or may in the future be passed, enacted or directed.
- 5.3 The Contractor shall not enter into negotiations with any governmental authority or agency for acceptance of variations from or revisions to safety or health, or air, water or noise pollution laws or regulations relating to the Agreement or to the performance thereof, without the Company's prior written consent.

## 6.0 SHIPMENT AND TITLE

- 6.1 The Contractor shall select the best practical mode of transportation unless otherwise specified in the Agreement. The Contractor shall deliver, receive, unload, store in a secure place, and deliver from storage all equipment and material (whether furnished by the Company or the Contractor) required for the performance of the Work, in accordance with the Agreement and all manufacturers' recommendations. Receiving of equipment and materials, (whether furnished by the Company or the Contractor) shall include inspection for correctness of quantity, quality, and damage, all of which shall be reported in accordance with Section 31.0. Deliveries shall be made between the hours of 7:00 a.m. and 2:00 p.m., Monday through Friday, unless otherwise arranged with the Field Representative or otherwise specified in the Agreement. The Contractor shall bear the cost of all packaging and shipment of equipment and material to the Site, of all unloading, storage, protection and installation of equipment and material at the Site, and of any insurance on the equipment prior to Final Acceptance by the Company, regardless of whether title has passed to the Company.
- 6.2 The Contractor warrants and shall take all action necessary to ensure that all Goods are delivered to the Company with good, clear and marketable title, free from any defects, liens, encumbrances and claims of any kind, and shall indemnify and hold harmless the Indemnified Parties and warrant and defend title against any claims or demands of third parties; and shall take such action at the Contractor's sole expense as may be necessary to discharge any defect in title, or lien or encumbrance on the Goods. Unless otherwise specified in the Agreement, title to Goods furnished hereunder shall pass to the Company upon delivery thereof F.O.B. Destination. Passage of title shall not be construed to impair any rights which the Company may otherwise have to recover damages or reject equipment which does not meet the requirements of the Agreement.

## 7.0 RISK OF LOSS

- 7.1 Risk of loss or damage to the Work shall remain with the Contractor until Final Acceptance by the Company, regardless of whether title has passed. The Contractor shall bear the risk of loss or damage to any Work during its repair, replacement, or cure if the Contractor is responsible for such repair, replacement or cure.

- 7.2 The Contractor shall be solely responsible for storage and protection of equipment and material (whether furnished by the Company or the Contractor) against deterioration or damage from any cause, vandalism, and theft until Final Acceptance. The Contractor shall obtain a receipt from a duly authorized representative of the Company when returning material or equipment to a designated Company facility.
- 7.3 The Contractor shall be responsible for the security of all (1) materials and equipment under its custody and control, and unless otherwise stated in the Agreement, (2) the Site. The Contractor shall cooperate with the Company regarding all security measures instituted at the Site.
- 7.4 The Contractor shall at all times conduct operations in a manner to ensure the safety of the general public and to avoid the risk of loss, theft, or damage by vandalism, sabotage, or any other means. The Contractor shall continually inspect the Project, materials, and equipment to discover and determine any conditions that might involve such risks and shall be solely responsible for discovery, determination, and correction of any such conditions.

## 8.0 WARRANTY/REMEDY

- 8.1 The Contractor warrants that it is aware of the purpose for which the Work is being used and that its Work shall be suitable for such purpose. In addition to all other warranties, express or implied in fact or law, the Contractor warrants: 1) all Work shall conform to all requirements of the Agreement, including the Drawings and Specification, and any Supplemental Conditions or change orders, 2) if not otherwise specified, all Work shall be consistent with industry standards for the Goods and Services specified and the intended use by the Company; 3) all Goods shall be merchantable and new and be of size, capability and material sufficient to meet the Company's specifications in all respects, or as agreed to by the Company; 4) all Services shall be performed by qualified, competent, and experienced personnel, and in accordance with the highest standards of care, skill, and diligence, and consistent with recognized and sound engineering and construction practices and procedures, 5) that all Work shall be free from defects in design, workmanship, and materials of any kind, for a period of 12 months from the date placed in service; 6) no Work shall infringe or violate the intellectual property rights of any third party, or violate any agreement or confidentiality obligation by which the Contractor may be bound; 7) all Goods shall be free of all liens, claims and other restrictions on the Company's receipt, ownership and use thereof, and 8) all equipment shall be installed to meet current OSHA regulations. Items of materials, equipment or otherwise shall not be substituted for those specified, nor shall "or equal" items be furnished pursuant to the Agreement without the Company's prior written approval. The Company's decision on item equality shall be final and binding.
- 8.2 If the Work provided by the Contractor or its Subcontractors fails to conform to the warranties set forth above, in addition to all other remedies available at law or equity, the Contractor shall, at its sole expense and at the Company's option, promptly: 1) repair or replace the nonconforming Work; 2) refund the amount of money paid by the Company for such nonconforming Work; or 3) reimburse the Company for the cost of repairing, or replacing the nonconforming Work or having the nonconforming Work repaired or replaced by a third party. The Company may require the Contractor to use overtime work at no cost to the Company if such additional effort will shorten the time the Work is nonconforming. All warranty Work performed by the Contractor shall be scheduled by and at times acceptable to the Company. If any warranty Work is provided, the Contractor's warranties shall recommence upon the Company's acceptance of such repaired Work and shall be in effect for the duration of the warranty period or for 12 months after completion of the warranty Work, whichever is later. The terms of this section shall survive termination of the Agreement and shall survive delivery, inspection, tests, acceptance and use of the Work.
- 8.3 In addition to all remedies permitted by law, the Company reserves the right to reject and return to the Contractor for full credit and at the Contractor's expense, all over-shipments and all Work that does not conform to the Company's specifications or requirements. Further, the Company may, at its option, and without limiting its other rights, cancel all or any unfilled part of the Agreement if conforming deliveries are not made within the time specified. The Company reserves the right to charge the Contractor, and the Contractor shall be liable for any loss or expense incurred as the result of the Contractor's failure to make timely delivery. The acceptance of any late delivery shall not constitute waiver to reject subsequent deliveries not made as originally scheduled.
- 8.4 The Contractor shall obtain from each Subcontractor, and extend to the Company for its benefit, warranties for all Work performed or supplied by such Subcontractor, substantially identical to the warranties the Contractor is required to provide hereunder. Any such warranties shall be in addition to and shall not be

limited by or themselves limit, the warranties of the Contractor otherwise provided in the Agreement. The Contractor shall deliver to the Company copies of any Subcontractor's warranties.

- 8.5 Company may be required by a relevant state Department of Transportation or other authority to produce certifications regarding the origin and manufacturing of certain products covered by the Buy America requirements of 23 U.S.C. § 313 (the "Buy America Requirements"), in the event such products are used in a project eligible for federal highway funding. In the event that Company notifies Contractor that Goods to be provided hereunder are subject to the Buy American Requirements, Contractor represents and warrants that all relevant Goods shall be compliant with the Buy America Requirements, and Contractor shall, upon request, produce a certification, signed by an officer of the Contractor, to that effect, stating that "all manufacturing processes for these steel and iron materials, including the application of coatings (unless granted a waiver pursuant to 23 CFR § 635.410), have occurred in the United States."
- 8.6 In the event that Company notifies Contractor that a particular order is subject to the Buy America Requirements as part of the RFP or ordering process for such Work, or otherwise prior to receiving a price quotation, Contractor agrees that all quoted pricing shall be inclusive of any cost to comply with the Buy America Requirements. In the event that Company notifies Contractor of the applicability of the Buy America Requirements subsequent to receiving a quotation, and such Buy America Requirements increase Contractor's costs, Contractor shall notify Company of such increase, and Company may, at its discretion: (a) require Contractor to comply with the Buy America Requirements and adjust the contract price to address such increased costs, or (b) request that the relevant state Department of Transportation or other authority petition the Federal Highway Administration for a waiver of such requirement, in which case the Contractor shall reasonably cooperate in making such petition.

**9.0 PRICE/PAYMENT**

- 9.1 The Company will compensate the Contractor for Work provided on the basis of prices stated in the Agreement.
- 9.2 Standard payment terms are Net 30 until December 31<sup>st</sup>, 2020. [REDACTED] The Company shall pay all invoices, less monies withheld under Section 9.8, not more than 30 Days after receipt by Company's Accounts Payable Department of a proper invoice and any required supporting documentation, subject to the Company's right to contest, in good faith, all or any part of the charges set forth therein. Payment shall not relieve the Contractor from any responsibilities or obligations under the Agreement, nor shall the Company's payment constitute acceptance or a waiver of any claim arising hereunder. No payment made hereunder, except for the final payment, shall be considered as acceptance of any Work. All payments shall be subject to correction or adjustment in subsequent payments.
- 9.3 Company reserves the right to utilize a variety of payment channels, including but not limited to Virtual Card, ACH, Ghost Cards and P-Cards. Contractor agrees that it will not impose a surcharge on Company's payment. Contractor shall ensure that with respect to credit card acceptance, it is in compliance with applicable law, and the rules set forth by the respective credit card network. Where applicable, Contractor shall provide Company with proof of its compliance with the Payment Card Industry Data Security Standard ("PCI DSS") and/or any related applicable requirements set forth by the PCI Security Standards Council (Ghost Cards only).
- 9.4 The Company reserves the right to determine and choose the most economical freight mode of transportation. In cases where freight is added as a line item to an invoice or otherwise, the Company will not accept markups of any form on the freight portion of an invoice. All freight must be invoiced at the Contractor's cost. The Company reserves the right to require the Contractor to secure, at the Contractor's expense, original freight invoices for verification of the freight charges added to an invoice. The Company reserves the right to withhold payment on all invoices where freight discrepancies occur, or the Contractor fails to supply validation of freight charges.
- 9.5 The Company will not accept any restocking charges for the following returns to the Contractor: (1) defective materials, (2) over shipments, (3) material not as specified, (4) materials not requested, (5) shipments made to other than stipulated location, or (6) unauthorized delivery in advance of specified dates.
- 9.6 The Contractor shall submit invoice(s) in accordance with the Agreement. Each invoice shall reference the Company's Purchase Order Number. Such invoice(s) shall include cost breakdowns and unit quantities as specified by the Company. If required by the Company, the Contractor shall submit a completed and

properly executed Partial Lien Release, as set forth in the Agreement, with each invoice, for the Work included in such invoice.

- 9.7 In addition to the specific requirements for each payment, the Contractor's submittal of an invoice shall represent a certification by the Contractor that it has complied with all relevant terms of the Agreement, including, without limitation: (a) the quality assurance requirements set forth in Section 10.1; (b) all scheduling requirements set forth in Section 4.0; (c) the Safety Requirements set forth in Section 16.0; and (d) all environmental requirements set forth in Section 41.0.
- 9.8 Ten percent of each invoice (or five percent of each invoice, in the case of projects within Massachusetts with an original contract price of \$3,000,000 or more) shall be retained by the Company until Final Acceptance by the Company. Prior to Final Acceptance, Contractor shall submit an invoice to Company for the retention and any other amounts owed, along with an affidavit affirming that all Subcontractors have been fully paid and that neither Contractor nor any Subcontractor has any liens against Company in relation to the Agreement.
- 9.9 The Company shall, without waiver or limitation of any rights or remedies, be entitled from time to time to deduct from any amounts due or owing the Contractor under the Agreement any and all amounts owed by the Contractor to the Company or a Company Affiliate, whether or not in connection with the Agreement.
- 9.10 Unless otherwise specified in the Agreement, the Contractor shall submit all invoices for executed Services and delivered Goods at the start of each month for any such Work carried out during the preceding month.

**10.0 TAXES**

- 10.1 The Contract Price shall include any applicable sales, use and similar taxes, unless otherwise provided for in the Agreement, including sales and use tax that will be paid by the Contractor for Goods, materials, and equipment used in the Work, and for which the Contractor is unable to claim exemption. Where no exemption applies, it is the Contractor's responsibility to include in their material and equipment pricing as part of their Contract Price, the Sales and Use taxes they will be required to pay the State in which the Project is located. All Sales and Use tax to be paid by the Contractor for Goods, materials, or equipment used in the Work will thereby become a direct pass through to the Company, with no additional overheads added to the tax. Also, the tax amount will be based strictly on the Contractor's net cost (out of pocket or supplier invoice value of the Goods, material or equipment before any mark-up is applied). Under no circumstances is the Contractor to claim exemption, or later make claim against the company for unpaid tax due to failure to account for tax in their cost of materials charged to the company, and all Contractor invoices are to include the statement: "The contractor has paid all applicable [name of State where project is located] taxes on materials used for this construction/EPC/capital improvement project." The Company shall not be responsible for any Federal, state, and/or local, personal property, license, privilege, or other like taxes owed by the Contractor, which may now or hereafter be applicable to the transactions between the Contractor and the Company under the Agreement.
- 10.2 In any State where the Contractor may apply for Sales and Use Tax exemption, they are expected to do so, and maintain records of the exemptions taken, thereby eliminating any need to "pass through" the cost of such taxes to the Company. For example, in the Commonwealth of Massachusetts the Contractor is expected, as applicable, to complete an ST-12 Exempt Certificate that will certify that "The materials, tools or fuel will be consumed and used directly and exclusively in, or The machinery, and/or replacement parts thereof, will be used directly and exclusively in furnishing gas, water, steam or electricity when delivered to consumers through mains, lines or pipes." In New York State Contractors are to use Form ST-120.1 to reduce the amount of sales tax as applicable.
- 10.3 The Contractor shall be responsible to pay all applicable Sales and Use Taxes for which they are not exempt. Contractor is advised that access to a National Grid Direct Pay Permit (DPP) for any jurisdiction or State in which a National Grid Construction, Capital Improvement, or Engineering, Procurement, Construction (EPC) project is being built by the Contractor, does not provide any exemption for the Contractor with respect to their responsibility to pay Sales and Use Tax on materials or equipment that the Contractor purchases or rents for the Project. For the States in which National Grid operates; i.e. New

York, Massachusetts, and Rhode Island, the construction Contractor, not National Grid, is considered the end user of goods and materials that become a permanent part of the capital asset being constructed and is therefore responsible for all Sales Tax.

10.3.1 For Projects in New York, Massachusetts, and Rhode Island, the correct National Grid Subsidiary Company OPP may be used by any retail company or contractor acting as a retailer selling or transferring parts, materials, equipment, or renting equipment directly and outright, or as part of a service to National Grid, to release the retail company or contractor from the obligation to collect tax on the sale or rental of those items, since the OPP authorizes National Grid to self-assess these taxes and pay these taxes directly to the State.

10.3.1.1 In this instance the retail company or contractor selling the goods outright to National Grid must have the correct National Grid Direct Pay Permit for the applicable state in which the goods are being received, and for the correct National Grid Subsidiary purchasing the goods and ***shall not*** include Sales and Use Tax as a line item on their invoices to National Grid.

10.3.1.2 In the event that no Direct Pay Permit is available for the specific National Grid Subsidiary purchasing the goods, and the State in which the retail sale or service is being transacted, the retail company or contractor acting as a retailer ***shall*** include the Sales and Use Tax as a line item on their invoices to National Grid.

10.3.2 For all projects in the State of New York, the Construction/Capital Improvement/EPC Contractor may obtain from the Company a Form ST-124 Certificate of Capital Improvement with the 'Customer' portion of the form filled in and signed by the Company. This form provides evidence that the Contractor is not required to collect Sales and Use Tax from the Company for any materials used in the construction/capital improvement/EPC project providing they become a permanent part of the real property.

**10.4** Contractor shall be accountable to understand and comply with each state's laws governing sales and use tax liability when fulfilling construction contracts. Accordingly, when Contractor is performing a construction contract in Massachusetts or Rhode Island and Contractor does not maintain a permanent and registered place of business in the applicable state, Contractor shall comply with the regulatory requirements for the applicable state: a) Provide a surety bond to cover all potential state tax liabilities related to the construction contract to the satisfaction of the applicable taxing authority; or b) Company will withhold from each payment to Contractor the percent, as determined by applicable state regulation, for the purpose of covering applicable state tax liability. Said withholding will be released to Contractor after the completion of the contract, only after review and certification by the applicable taxing authority that no further state taxes are due. Taxes due by a non-resident contractor that have not been paid by the non-resident contractor when due and that are instead collected by the taxing authority of the applicable state from National Grid, are non-recoverable by the Contractor.

10.5 The Contractor shall pay or cause to be paid all taxes and employer contributions imposed by present and future Federal, state, and local laws with respect to compensation of employees of the Contractor and all interest and penalties payable under such laws as a result of noncompliance therewith, and the Contractor shall indemnify and hold harmless the Indemnified Parties from and against any and all claims, liabilities and expenses with respect to the foregoing by its employees or the applicable taxing authority.

## **11.0 INSPECTION AND QUALITY ASSURANCE**

**11.1** The Contractor shall inspect all Work and make or cause to be made all tests required by the Agreement.

**11.2** All work will be subject to the Contract Administrator's inspection, direction, and approval. The Contractor agrees to furnish all the information pertaining to the Work as the Contract Administrator may require.

**11.3** The Company shall have the right to inspect any Work covered by the Agreement and, at no cost to the Company, the right to inspect and/or audit any of the Contractor's or its Subcontractors' inspection records and associated costs pertaining to the Agreement. Such audits may be performed by either or both the Company's employees or professional auditing firms chosen by the Company. In the event the Work or associated costs are found to be deficient or not in accordance with the Agreement, the Company shall be entitled to seek reimbursement for such audit costs.

- 11.4** The Company shall advise the Contractor of errors, or variations from the requirements of the Agreement, and of defects in the Work, but it is expressly agreed that any omission on the Company's part to advise the Contractor of any such errors, variations, or defects or to provide any instructions or explanations shall not give the Contractor any right or claim against the Company, and shall not in any way relieve the Contractor from its obligation to provide the Work in accordance with the Agreement.
- 11.5** At any time during the term of the Agreement, the Company or its designated representative shall be entitled to: (1) conduct and/or witness any test required by the Agreement; (2) otherwise inspect, witness and/or test the Work; (3) review the Contractor's and Subcontractor's procedures and documents pertaining to inspection, testing or witnessing of tests; and (4) review the Contractor's and Subcontractor's documents pertaining to the Work. For such purposes the Company and its representatives shall be provided access to the Contractor's or Subcontractors' facilities or Work, when and in such manner as the Company may require. In the event the Contractor employs Subcontractors for any part of the Work, the Contractor shall require Subcontractors to comply with the provisions of this Section 11.5.
- 11.6** The Contractor shall provide and maintain an examination, inspection and testing system acceptable to the Company as required by the Agreement. The Contractor shall submit to the Company the results of all such examinations, tests and inspections and shall maintain records of the same and make them available to the Company.
- 11.7** In addition to any notice requirements otherwise set forth in the Agreement, the Contractor shall give the Company (a) five days prior written notice of any tests and inspections required by the Agreement, the Company or its representatives' instructions, laws, regulations or ordinances to be witnessed or approved by the Company, (b) timely notice of all other tests and inspections, and (c) 48 hours additional notice prior to actual performance of any test or inspection. Inspections by the Company shall be made promptly, and where practicable at the source of supply. If such Work should be covered up without approval or consent of the Company, the Work shall, if required by the Company, be uncovered for examination and properly restored at the Contractor's expense.
- 11.8** In all cases other than those specified in Section 11.7, for a period of two years following time of satisfactory confirmation of completion of the Work as determined solely by the Company, or during the Warranty periods provided under this Agreement otherwise, whichever is the longer time period, if the Company requests Work to be uncovered for re-examination, the Contractor shall so comply. If such Work is found to be in accordance with the Agreement, the Company shall pay the cost of re-examination and replacement. If such Work is not in accordance with the Agreement, the Contractor shall pay such cost. If the Company is required to reimburse the Contractor for this Work, it shall be on the basis of Section 14.5.
- 11.9** All testing and inspections required under the Agreement shall be done in accordance with the Agreement. The Company may perform technical inspection of the Work as may be set forth more fully in the Specification. The Field Representative shall have authority to reject all Work and materials which do not conform to the Agreement and respond to questions which arise in the execution of the Work.
- 11.10** Neither the Company's nor its representative's inspection or testing, or witnessing of tests or inspections of the Work nor its failure to perform, require or approve tests or inspections shall (1) affect the warranties and guarantees of the Contractor, (2) relieve the Contractor from any responsibility or liability with respect to workmanship, materials or equipment, (3) constitute an acceptance of the Work by the Company or an agreement by the Company that the Work meets specified requirements, (4) impair the Company's right to reject nonconforming or defective Work, (5) constitute a waiver by the Company of any rights under the Agreement, or (6) relieve the Contractor of any of its obligations under the Agreement, notwithstanding the Company's opportunity to inspect the Work, the Company's knowledge of the nonconformance or defect, or the Company's failure to earlier reject the Work.
- 11.11** The Company shall have the right to inspect all materials, supplies, and equipment that are to be incorporated in the Project and make or cause to be made all tests required by the Agreement. The making of such inspections and tests by the Company shall not relieve the Contractor of its responsibility for inspection and testing.
- 11.12** If the Company determines that any Work has not satisfactorily passed any test or inspection or does not meet the requirements of the Agreement or that the Contractor has not conducted or has improperly conducted any required test or inspection, the Company shall have the right, in addition to any other rights set forth in the Agreement, to (1) reject the Work and (2) stop the Work in accordance with Section 18. I.
- 11.13** The Company reserves the right to inspect all Work prior to shipment. The Contractor shall notify the

Company in writing of all shipments not less than ten Days prior to the date of shipment.

- 11.14 The Contractor shall maintain a formal quality assurance program throughout the duration of the Work. The quality assurance program shall provide continual inspection of construction operations and shall include coordination of the various trades involved in the Work.
- 11.15 The Company shall have the right at any time during the term of the Agreement to review the Contractor's quality assurance program and to have the Contractor's Work tested and inspected by a third party. If such Work is found to be in accordance with the Agreement, the Company shall pay the cost of re-examination and replacement. If such Work is not in accordance with the Agreement, the Contractor shall pay such cost.
- 11.16 The Company shall have the right at any time during the term of the Agreement to require the Contractor to remove and/or correct any Work at the Contractor's expense that is not performed in compliance with the Contractor's quality assurance program.
- I I. I 7 The Contractor shall retain all quality assurance documents, including but not limited to nondestructive examination records and testing records for the term of the Agreement. Upon Final Acceptance, termination, cancellation, expiration or as may be otherwise required by the Agreement, or sooner if requested by the Company, the Contractor shall submit copies of all such documents to the Company.
- I I. I 8 The Contractor shall designate a quality control representative who shall be responsible for the administration and performance of the quality assurance program. This person shall be authorized to stop the Work or any portion thereof without fear of retribution.

**12.0 FINAL INSPECTION/ACCEPTANCE/PAYMENT**

- 12.1 Upon receipt of written notice from the Contractor that the Work is completed and ready for final inspection and acceptance, the Company shall inspect the Work and determine if the Work has been fully performed in accordance with the terms and conditions of the Agreement.
- 12.2 If the Company determines the Work is not complete, its written notice of rejection shall include a list of items that the Contractor shall finish in order for the Work to be complete under the terms and conditions of the Agreement. The Contractor shall within two Days of such notice provide for the Company's review and approval a schedule detailing when all defects will be corrected and/or the Work completed. Upon approval by the Company, the Contractor shall remedy such defective and incomplete portions of the Work. The steps in Sections 12.1 and this Section 12.2 shall be repeated until the Company accepts the Work as complete and so notifies the Contractor of its acceptance.
- 12.3 Upon acceptance, the Contractor shall deliver to the Company a complete set of as-built drawings, and shall satisfy the Company through the execution and filing with the Company of the Release and Agreement form, as set forth in the Agreement, that all bills for labor, materials, licenses, taxes and other expenses and claims for which the Company might be sued or for which a lien might be filed on account of the Agreement have been fully satisfied. Upon the Company's acceptance of the Work and the Contractor's satisfactory fulfillment of the requirements of this Section 12.3 and Section 33.3, the Company will notify the Contractor of its Final Acceptance of the Work.
- 12.4 Upon Final Acceptance, final payment , including money retained in accordance with Section 9.8, will be made.
- 12.5 Acceptance of the final payment shall constitute a waiver of all claims by Contractor against the Company, except for any third party indemnification obligations where concurrent liability between the parties has been established and of the extent of each Party's proportional fault.
- 12.6 Final payment shall not relieve the Contractor of any warranty, guarantee or other continuing obligations under the Agreement.

**13.0 WITHHOLDING PAYMENT**

- 13.1 The Company may withhold payment, in whole or in part, to the extent and for the time reasonably necessary, in the Company's sole judgment and discretion, to protect the Company from loss caused by, but not limited to:
  - 13. I. I Defective Work not remedied;
  - 13.1.2 Claims filed or reasonable evidence indicating probable filing of claims against the Company or by the Company or other parties against the Contractor arising out of Contractor's performance

or failure to perform the Work;

- 13.1.3 Failure of the Contractor or Subcontractors (of any tier) to make payments properly to Subcontractors (of any tier) or for material or labor or for any taxes due;
  - 13.1.4 Damage to another contractor;
  - 13.1.5 Removal and replacement of condemned Work and/or material;
  - 13.1.6 Incomplete documentation;
  - 13.1.7 Inadequate insurance coverage;
  - 13.1.8 Disputed Work;
  - 13.1.9 Environmental damage caused by or exacerbated by Contractor or any Subcontractor;
  - 13.1.10 Bonding of a Contractor lien;
  - 13.1.11 Failure of the Contractor or any Subcontractors to properly clean up the Site;
  - 13.1.12 Damage to utilities caused by Contractor or any Subcontractor; and
  - 13.1.13 Damage to public or private property caused by Contractor or any Subcontractor; and
  - 13.1.14 Liquidated damages assessed to the Contractor, if applicable under the terms of this Agreement.
- 13.2** When the above grounds are removed or the Contractor provides a surety bond satisfactory to the Company which protects the Company in the amount withheld, payment shall be made within 30 Days thereafter to the Contractor for the amount withheld.
- 13.3** In addition to the right to delay payment as set forth above, the Company shall have the right to require that the Contractor shall, in any event, take all necessary steps, at its sole cost and expense, to cause any lien filed against the Company's or its Affiliates' property to be satisfied on the record within ten days from the Company's notice that such lien has been filed.

**14.0 CHANGES TO WORK SCOPE/AGREEMENT CHANGES**

- 14.1** No additions to, deletions from, or alterations in the Work and no amendment or repeal of, and no substitution for any terms, conditions, provisions or requirements of the Agreement shall be made unless first authorized in writing by the Company. No oral changes in the Agreement shall be recognized by the Company unless in accordance with Section 26.2.
- 14.2** The Company may at any time make additions to or deletions from or changes in the Project and/or Work, including changes to the Specification, Drawings or the schedule. If a Company-directed change will add to or deduct from the Contractor's cost of the Work or affect the schedule the Contractor shall notify the Company in writing within five Days of receipt of such Company-directed change and provide a written estimate of such cost and/or schedule modifications and, if the Company approves a cost and/or a schedule modification for the Company-directed change, the Agreement will be adjusted accordingly. Any claim for an extension in the schedule caused by a Company-directed change shall be adjusted at the time of directing such change and the value of any such change shall be determined as provided in Section 14.5.
- 14.3** If the Contractor desires a change in the Work necessary to complete the Work or believes that any order, instruction, request, clarification or interpretation of the Company, or its representatives or compliance with any laws, orders or regulations, constitutes a substantial change in the Work, the Contractor shall submit, to the Company, prior to performance of any such Work, and within five Days of receipt or discovery thereof, a written change claim specifying the nature of the change, any increase or decrease in the cost of performing the Work, and any resulting adjustment in the schedule. Within 30 Days of receipt of such change claim, the Company shall determine whether the change claim constitutes a change in the Work and if so to what extent the Agreement should be modified. The Company shall then notify the Contractor, in writing, of its decision. Any change in the schedule resulting from the change claim shall be specified in the Company's notice and any change in price shall be determined by the Company in accordance with Section 14.5.
- 14.4** The Company may require the Contractor to proceed with Work which is the subject of a Company-directed change or a Contractor change claim prior to the Company's consent to any change in the price or schedule, in which event the Company shall so notify the Contractor in writing, and the Contractor shall then proceed with the Work, and keep an accurate account as required under Section 14.5(c), including but

not limited to, submittal to the Field Representative by 10:00 a.m. of the next Day worked, of an accurate daily account of the cost and time thereof for each Day worked on each Company-directed change or Contractor change claim, and the Contractor and the Company shall then negotiate in good faith with respect to such change.

- 14.5** If the Company authorizes a change in the Work as set forth in this Section 14.0 which adds to or decreases the cost of the Work, the Contractor shall proceed with the Work as changed, and the Company shall, in its sole discretion, adjust the price by (a) a mutually agreed upon lump sum or unit price, (b) a unit price as set forth in the Agreement or, (c) in accordance with the following:
- 14.5.1 Reimbursement for all labor will be based on the actual direct verifiable amount of time incurred in performing the changes, at the labor rates set forth in the Agreement, which labor rates include all indirect and overhead expenses, including, but not limited to, field supervision, an allowance for small tools and equipment with a value less than \$1,500.00, and an allowance for new, and light duty vehicles up to 1.5 tons gross weight, and such items shall not be separately charged.
  - 14.5.2 Labor not anticipated by or itemized in the Agreement shall not be utilized by Contractor without the Company's prior written approval.
  - 14.5.3 The labor rates payable for an individual shall be reduced for each individual when that individual reaches the maximum annual FICA, FUI and SUI contribution limits;
  - 14.5.4 Except as otherwise provided in Section 14.5.1, reimbursement for the Contractor-owned tools and equipment not already employed at the Site (unless reimbursement is otherwise authorized by the Company), will be based on the actual verifiable amount ohime incurred in performing the changes, at the equipment rates set forth in the Agreement, which equipment rates include costs for fuel, oil, grease, repair, parts, taxes, insurance, service and maintenance of any kind and all necessary attachments, overheads and profit and such items shall not be separately charged.
  - 14.5.5 Reimbursement shall not be allowed for any equipment or tools with a new cost of the equivalent of one thousand five hundred Dollars (\$1,500.00) or less, each.
  - 14.5.6 Contractor owned or purchased equipment not anticipated by or itemized in the Agreement shall not be utilized by Contractor without the Company's prior written approval, and the rate for such equipment shall in no event exceed the rates published in the most current "Rental Rate Blue Book for Construction Equipment" then in effect for the same or like equipment;
  - 14.5.7 Reimbursement for rental of equipment, not set forth in the Agreement, will be based on the actual verifiable cost for rental and necessary attachments, to the extent actually incurred in performing changes, plus, if applicable, the hourly operating cost, less operator and any assistants included in labor rates as set forth in Section 14.5. I. The rental rates shall in no event exceed the rates published in the then-most-current "Rental Rate Blue Book for Construction Equipment". Reimbursement shall not be allowed for any equipment or tools with a new cost of the equivalent of one thousand Dollars five hundred (\$1,500.00) or less, each.;
  - 14.5.8 Reimbursement for all Subcontractors, subject to the Company's prior authorization to subcontract in each specific instance of change, will be based on costs actually and reasonably incurred in performing changes. Applicable Subcontractor costs shall be subject to the same terms and conditions set forth in Sections 14.5.1 through 14.5.7, and 14.5.9 and 14.5.10, unless otherwise agreed to by the Company;
  - 14.5.9 Reimbursement for the actual verifiable net (no mark-ups) cost of materials directly purchased in support of the changed Work as authorized by the Company.
  - 14.5.10 In the event that the Contractor is to be paid pursuant to Sections 14.5.1 through 14.5.9, the Contractor shall, on a daily basis, furnish the Field Representative with Daily Work Reports (in a format acceptable to the Company) which briefly describe the Work rendered during the preceding Day and which are itemized to reflect: the names of all the Contractor's and the Subcontractor's personnel who performed Work under this Section 14.5(c), their rate per hour, the individual and total number of hours worked, and the total labor cost for the Day; equipment used, its rate per hour, the individual and total hours worked and the total equipment costs for the Day; and quantity(ies) of the Contractor furnished material(s) received and consumed for the Day, and the cost thereof if requested by the Company. All labor hours, equipment hours and material quantities shall be verified by signature of the Field Representative. A duplicate of the original signed Daily Work Report and receipts and invoices for the Contractor furnished materials, rented equipment and Subcontractors shall accompany all invoices which the Contractor presents for payment.

- 14.6 If the Company authorizes a change in the Work which decreases the amount and cost of the Work, such decrease shall not constitute basis for a claim by the Contractor for any loss or damages including anticipated profit.
- 14.7 The Company shall not accept any changes submitted by the Contractor pursuant to this Section 14.0 after final payment.
- 14.8 All additional Work shall be performed in accordance with the terms and conditions of the Agreement unless otherwise specified.

**15.0 CHANGED CONDITIONS**

- 15.1 The Contractor shall promptly, and before such conditions are disturbed, give the Field Representative written notice in accordance with Section 14.3 of subsurface or latent physical conditions at the Site differing materially from those indicated in the Agreement. The Company shall promptly investigate the conditions, and if it finds that the Company bears the risk under the terms of the Agreement of such unanticipated conditions and that such conditions do so materially differ and cause an increase or decrease in the cost of, or the time required for, performance of the Agreement, an equitable adjustment shall be made in accordance with Section 14.0. Any claim of the Contractor for adjustment hereunder shall not be allowed unless it has given notice as above required and before such conditions are disturbed.

**16.0 SAFETY**

- 16.1 The Contractor shall be solely responsible and assume all liability for the safety and supervision of its employees and other persons engaged in the Work or on the Site. The Contractor shall establish and effectively and continuously implement a safety program that includes both occupational and process safety as applicable. The Contractor shall, and shall require its Subcontractors and their employees to comply with all applicable Federal, state and local safety directives, requirements, rules, regulations, laws and ordinances, whether the same are in force upon the execution of the Agreement or may in the future be passed, enacted or directed, including without limitation, compliance with the safety regulations and standards adopted under the Occupational Safety and Health Act of 1970 (OSHA), as amended from time to time. The Contractor shall continually inspect the Project and supervise its personnel to determine and enforce compliance with the above provisions.
- 16.2 The Contractor shall, and shall require its Subcontractors and their employees to comply with the Company's Safety and applicable Process Safety Requirements and all established Project safety rules as they may be amended from time to time and to take all necessary safety and other precautions to protect property and persons from damage or injury arising out of performance on the Project, whether the same are in force at the execution of this Agreement or may in the future be passed, enacted or directed.
- 16.3 The Contractor shall provide adequate safeguards, safety devices and protective equipment and enforce their use and take any other needed actions to protect the life, health and safety of the public and to protect property in connection with its performance on the Project.
- 16.4 The Contractor shall be responsible for providing adequate fire protection, shall take all necessary measures to prevent fire from occurring at the Site, and shall be responsible for all fires associated with or affecting the Work. The Contractor shall comply with the good practices recommended in National Fire Prevention Association Standard 241 and other national consensus standards for fire safety on construction projects.
- 16.5 The Contractor shall at its sole expense provide adequate first aid facilities and shall make those facilities available for the treatment of persons who may be injured or become ill at the Site or while engaged in the performance of Work.
- 16.6 In the event that the Contractor breaches or violates (a) the terms of this Section 16.0, (b) the requirements in the Contractor Safety Requirements, or (c) any applicable Federal, state or local safety directives, requirements, rules, regulations, laws or ordinances, including without limitation, compliance with the safety regulations and standards adopted under the Occupational Safety and Health Act of 1970 (OSHA) (collectively, the "Safety Requirements"), National Grid may, in its sole discretion:
  - 16.6.1 Interrupt, suspend or delay the Project pursuant to Section 19.0; and/or
  - 16.6.2 Require the Contractor to implement a corrective action plan pursuant to the Contractor Safety Requirements; or

16.6.3 terminate the Agreement for cause, pursuant to Sections 18.1 hereunder.

**17.0 SURVEYS**

17.1 If specified, the Company will furnish the primary control to be used for establishing lines and grades required for the Work. The Contractor shall preserve all monuments, benchmarks, reference points and stakes. From the information provided by the Company, the Contractor shall develop and make all detail surveys needed for the performance of the Work.

**18.0 TERM/TERMINATION**

**18.1 Termination for Cause.**

- 18.1.1 If, during the term of the Agreement, the Company notifies the Contractor that any part of the Work is defective or deficient or not in accordance with any provision of the Agreement, regardless of the stage of its completion or the time or place of discovery of such errors and regardless of whether the Company has previously accepted it, the Company may order the Contractor to stop performing the Work until such defect or default has been corrected at the Contractor's sole expense. If the Contractor does not correct the default or defect within ten Days of notice, the Company may suspend its performance until such defect or default is corrected, and/or removed and replaced at the Contractor's expense.
- 18.1.2 The Contractor shall, at its sole expense, promptly remove from the Project all Work condemned by the Company as failing to meet the requirements of the Agreement, whether incorporated in the Project or not. The Contractor shall, at its sole expense, promptly replace and re-execute the condemned Work in accordance with the Agreement and shall remedy and/or correct all portions of the Project damaged by such removal and/or correction, including the work of other contractors.
- 18.1.3 If the Contractor does not take action to remove such condemned Work within ten Days after written notice from the Company, the Company may remove such Work and store it at the Contractor's expense. If the Contractor does not pay the expense of such removal and storage within ten Days thereafter, the Company may, upon written notice, remove such Work, which cost shall be borne by the Contractor, or sell such Work at auction or at private sale and retain the proceeds.
- 18.1.4 If the Company corrects Work or has Work corrected that has been damaged or that was not done in accordance with the Agreement, the Company may deduct the cost from the price as determined under the Agreement or invoice the Contractor for such costs, at its sole option. If the Company elects to invoice the Contractor, the Contractor shall remit to the Company such invoiced amount within thirty Days of the date of the invoice.
- 18.1.5 The Contractor shall not be entitled to an extension of time by reason of the Work being found defective, deficient or in any way not in accordance with the requirements of the Agreement.
- 18.1.6 Notwithstanding any other provision of the Agreement, if the Contractor: (1) fails to prosecute the Work with diligence or has fallen behind the schedule and if in the opinion of the Company, fails to take all necessary steps to remedy the Contractor's failure to comply with the terms of the schedule; (2) fails to make prompt payment when due to Subcontractors; (3) fails to comply with any of the terms or conditions of the Agreement; (4) sells or transfers all or substantially all of its assets without the Company's prior written consent; (5) enters into any voluntary or involuntary bankruptcy proceeding or receivership; (6) makes a general assignment for the benefit of its creditors; (7) experiences a labor dispute which threatens adversely to affect the progress or cost of the Project hereunder or the Company's operation; (8) abandons the Work; (9) loses control of the Work from any cause; (10) refuses or neglects to provide sufficient and properly skilled or other labor or sufficient materials of proper quality; (11) does not meet the Company's requirements of a passive dashboard grade in !SN, "C" or above, prior to the contract award and throughout the lifecycle of the contract, or (12) fails to comply with the Safety Requirements, or (13) directly or indirectly causes a disruption of the Project, or should its presence result in a disruption of the Project or the Company's operation, then the Company shall have the right, without prejudice to any other right or remedy to terminate the Agreement, in whole or part. Such termination shall be effective upon written notice to the Contractor setting forth (a) the date of the termination and (b) that the Contractor shall immediately discontinue the Work to the extent specified in such notice. The Company may exercise its right of partial termination under the Agreement any number of times.

- 18.1.7 In the event the Company terminates all or any part of the Agreement for cause, the Company may finish the Work or have the Work finished by a third party by whatever method it may deem expedient. The Company shall not be required to obtain the lowest price for completion of the Work, but may make such reasonable expenditures as may best accomplish such completion; and the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price as determined under the Agreement exceeds the expense of finishing the Work, including compensation for additional managerial and administrative services and all other costs and expenses actually incurred by the Company as a direct result of the breach and termination, the Contractor hereby waives such excess. If such expenses exceed the unpaid balance, the Contractor shall pay the difference to the Company within 30 Days of the Company's notice thereof to the Contractor.
- 18.1.8 If all or any part of the Agreement is terminated for cause, the Company shall be entitled, at its option, to (a) retain any Work previously delivered to the Project or paid for by the Company, (b) require delivery of any Work and/or documents, regardless of their stage of completion which are in the Contractor's possession or control, (c) require the Contractor to assign to the Company all or any of the Contractor's rights with respect to orders or subcontracts which relate to the Project, (d) reject all or any of the Work, regardless of whether it has been delivered to the Project, (e) require the Contractor to cooperate with a new contractor for the period of time necessary to familiarize the new contractor with the Project, (g) require completion according to the terms of the Agreement of any Work which has not been terminated, and (h) take possession of all or part of the Contractor's equipment located at the Site for the purpose of completing the Work. The Contractor shall be required to refund to the Company any payments theretofore made for rejected Work. The Company shall be entitled to withhold from any payment otherwise due to the Contractor an amount sufficient to protect the Company from any outstanding or anticipated liens or claims in connection with Work which has not been rejected or anticipated costs to complete the Work in excess of the remaining Contract Price. The Company shall not be liable for any loss or damage (including, but not limited to, special, indirect, incidental, or consequential damages or anticipated profits) incurred by reason of termination for cause of the Agreement.
- 18.1.9 No amount shall be paid or payable by the Company for the Contractor's termination costs including, but not limited to, demobilization costs, costs associated with the transfer or termination of personnel, or loss of anticipated profit.
- 18.1.10 All warranties and guarantees, including without limitation those set forth in Section 8.0, shall survive termination of the Agreement to the extent that they relate to Work which has not been rejected or terminated, and any other provisions of the Agreement which survive the date of termination shall continue to be binding upon the Contractor.
- 18.1.11 In the event that a termination by the Company of all or part of the Agreement for cause, under Section 18.1 is determined to have been made without cause, such termination shall thereafter be treated as termination for convenience under Section 18.2.

**18.2 Termination for Convenience.**

- 18.2.1 Notwithstanding any other provision of the Agreement, the Company may, at its sole discretion, at any time, for any reason, by notice to the Contractor, terminate the Agreement in whole or in part without cause, and such termination shall not constitute a breach of contract. Such termination shall be effective upon the date set forth in the written notice and the Contractor, unless otherwise directed by the Company, shall immediately:
  - (a) Stop the Work hereunder on the date and to the extent specified in such notice;
  - (b) Place no further orders or subcontracts for any part of the Project other than for Work which has not been terminated;
  - (c) Terminate, as directed by the Company, all orders and subcontracts to the extent that they relate to Work which has been terminated;
  - (d) Settle, with the approval or ratification of the Company, to the extent the Company may require, all outstanding liabilities and claims arising out of the Contractor's termination of orders and subcontracts pursuant to Section 18.2;
  - (e) Assign to the Company, as required by the Company, any and all of the Contractor's rights with respect to orders or subcontracts which relate to terminated Work;

- (f) Deliver to the Company, as required by the Company, any or all Work or documents, technical data or other information and materials regardless of their stage of completion, which are in the Contractor's possession or control;
- (g) Use its best efforts to sell, transfer or otherwise dispose, for the Company's credit, in the manner, at the times, to the extent and at the prices directed or authorized by the Company, any or all of the Work, provided that the Contractor (a) shall not be required to extend credit to any buyer, and (b) may acquire any such Work upon the same terms as it would be entitled to sell or transfer such Work to a third party;
- (h) Work with a new contractor for the period ohime necessary to familiarize the new contractor with the Project;
- (i) Complete any Work which has not been terminated pursuant to such notice; and
- U) Take whatever action may be necessary to preserve and protect the Work and to mitigate the Contractor's damages in connection with the partial or complete termination of the Agreement.

- 18.2.2 In no event shall the total of the Partial Performance Payment and/or termination costs (as provided in Section 18.2.6) exceed the price as determined under the Agreement.
- 18.2.3 The Contractor's claim for Partial Performance Payment and/or termination costs shall be contingent upon the Contractor's good faith diligent compliance with the provisions of Section 18.2 to the Company's satisfaction which will not be unreasonably withheld, and shall be submitted to the Company within three months of the effective date of termination for convenience. If such claim is not submitted within three months, the Contractor waives any right to the claim for Partial Performance Payment and/or termination costs.
- 18.2.4 All warranties and guarantees set forth in Section 8.0 shall survive termination of the Agreement to the extent that they relate to Work which has not been rejected or terminated, and any other provisions of the Agreement which survive the date of termination shall continue to be binding upon the Contractor.
- 18.2.5 A termination for convenience shall not entitle the Contractor to damage remedies that would normally arise as a result of breach of contract, whether such damage remedies are categorized as direct, special, indirect, incidental or consequential damages. Rather, the Contractor's rights are exclusively limited to Partial Performance Payment and/or termination costs.
- 18.2.6 In the case of termination for convenience of the Agreement, the Contractor's termination costs shall be limited to: (1) reasonable documented direct costs that are directly associated with termination responsibilities identified in Section 18.2; and (2) reasonable demobilization costs incurred within thirty days of the date of termination. In no case shall the Contractor be entitled to recover lost profits, nor to recover any costs and expenses associated with the inability of the Contractor to find work for idle employees and equipment that have been rendered idle as a result of termination of the Agreement.

**18.3** In the case of termination of the Agreement, the Contractor, if notified to do so by the Company, shall promptly, but in any event no more than seven Days from the Company's request, remove any part or all of its equipment, material, and supplies from the Site, failing which the Company shall have the right to remove such equipment and supplies at the expense of the Contractor.

**18.4** The Agreement shall become effective when executed by both parties and shall continue in full force and effect until the expiration of all guarantees, warranties and indemnities provided for therein, unless earlier terminated in accordance with Section 18.1 or 18.2.

**19.0 COMPANY'S RIGHT TO SUSPEND THE AGREEMENT**

**19.1** The Company may at its sole discretion interrupt, suspend or delay execution of all or any part of the Project for any reason whatsoever upon written notice to the Contractor specifying the nature and expected duration of the interruption, suspension or delay. The Company's notice of suspension shall designate the amount and type of labor and equipment to be committed to the Work, if any, during the period of suspension. The Contractor shall utilize its labor, equipment and any other resources so that costs are minimized during the suspension. Except as provided in Section 34.6, if, in the Contractor's opini on, such interruption would result in substantially increased cost, the Contractor shall promptly notify the Company in writing in accordance with Section 14.0.

- 19.2 The Contractor shall immediately resume any of the Work so interrupted, suspended or delayed when directed to do so by the Company. Except as provided in Section 18.1.9, the schedule and price as determined under the Agreement shall be revised to compensate for the interruption, suspension or delay. Adjustments to the price shall be adequate to compensate the Contractor for any verifiable reasonable costs or expenses the Contractor actually incurs as a direct result of the interruption, suspension or delay despite reasonable efforts to mitigate such costs and expenses. Such adjustment to the price and schedule shall constitute full settlement to the Contractor for the suspension. In no event shall the total paid to the Contractor exceed the Contract Price as set forth in the Agreement. In no event shall the Contractor be entitled to any damages, including loss of anticipated profits.
- 19.3 In its notice of suspension, the Company will designate what Work, if any, is to be continued. Upon receipt of such notice, the Contractor shall, unless otherwise directed by the Company:
  - 19.3.1 Immediately discontinue the Work on the date and to the extent specified in the notice;
  - 19.3.2 Place no further orders or subcontracts for or in connection with the Project other than to the extent required in the notice of suspension;
  - 19.3.3 Promptly make every reasonable effort to obtain suspension upon terms satisfactory to the Company of all orders and subcontracts to the extent required by the suspension; and
  - 19.3.4 Continue to protect and preserve the Project.
- 19.4 Notwithstanding any other provision of the Agreement, no compensation or extension of time will be granted to the Contractor for any suspension to the extent that the suspension is caused directly or indirectly by the Contractor's acts or failure to act, including, but not limited to, the Contractor's failure to comply with the safety and environmental protection provisions of the Agreement or to the extent that an equitable adjustment is provided for or excluded under any other provision of the Agreement.
- 19.5 Notwithstanding the foregoing, if the Work may directly affect the continuity of electrical or gas service, the Company, at its option, may from time to time immediately suspend the Contractor's Work without prior written notice in order to avoid problems such as safety hazards or interruption of service.

**20.0 EMERGENCY ASSISTANCE (CONTRACTOR'S RIGHT TO SUSPEND PERFORMANCE)**

- 20.1 If the Contractor is notified and requested to provide emergency assistance, by an entity other than the Company, the Contractor shall request a temporary release from the Agreement. It will be in the Company's discretion as to whether this request will be granted. If the Company agrees to temporarily authorize the release of the Contractor from its current obligations, both parties shall sign a temporary release document, indicating for whom the Contractor will be working and the anticipated release period. The temporary release document will include the Contractor warranties that the Company will not incur any costs or liabilities due to the Contractor's release and that the release will cause no significant delay in the completion of the Company's Project.

**21.0 FORCE MAJEURE**

- 21.1 Any delay of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by unprecedented weather conditions, fire, explosion, riot, war, strike by the Company's or its Affiliates' employees, court injunction or order, federal and/or state law or regulation, or order by any federal or state regulatory agency, but only to the extent that: 1) such events are beyond the reasonable control of the party affected, 2) such events were unforeseeable by the affected party and the effects were beyond its reasonable efforts to prevent, avoid or mitigate, 3) the affected party uses every reasonable effort to prevent, avoid or mitigate the effects, 4) prompt written notice of such delay be given by such affected party to the other; and 5) the party affected uses its best efforts to remedy the resulting effects in the shortest practicable time. Upon receipt of such notice, if necessary, the time for performing the affected activities shall be extended for a period of time reasonably necessary to overcome the effect of such delays. Such extension shall be the sole remedy and compensation for each *force majeure* event. Notwithstanding the foregoing, the Company shall have the right to terminate the Agreement under Section 18.2.
- 21.2 The written notice required under Section 21.1 shall be sent by the affected party within five Days of the commencement of any such delay and shall specify the nature, cause, date of commencement and anticipated extent of such delay or nonperformance and whether it anticipates that any delays in scheduled

delivery or performance will result. Such notice shall be submitted in ample time to permit full investigation and evaluation of any claimed delay or nonperformance. Failure to provide such notice shall constitute a waiver of any claim.

- 21.3 Within 30 Days after the termination of any delay occasioned by an event of *force majeure*, the affected party shall give written notice to the other party specifying the actual duration and impact of the delay.
- 21.4 Notwithstanding the foregoing, neither the Contractor's inability to obtain required permits on schedule, nor strikes and/or labor disputes involving the Contractor's and its Subcontractors' employees shall be considered a *force majeure* event.
- 21.5 The Company shall extend the schedule for changes in the Project, as provided in Section 14.0, for *force majeure* events, as provided in Section 21.0, or for suspension of Work, as provided in Section 19.0. Unless pursuant to Sections 14.0 or 19.0, extensions of time shall not be a basis for any increased payment under the Agreement.
- 21.6 The Contractor shall give the Company prompt written notice of any occurrence or conditions which in the Contractor's opinion entitle it to an extension of time. Such notice shall be submitted in ample time to permit full investigation and evaluation of the Contractor's claim. Failure to provide such notice shall constitute a waiver by the Contractor of any claim.

## 22.0 LIABILITY AND INDEMNIFICATION

- 22.1 If any act or omission on the part of the Contractor or its Subcontractors or any person under Contractor's control causes in whole or in part, death or injury to any person, including but not limited to the Company's or its Affiliates' employees, or any damage to, environmental contamination of, or destruction of any property, including but not limited to property of the Indemnified Parties, the Contractor shall be liable for any claims, losses, damages and costs (including legal expenses) arising therefrom.
- 22.2 To the fullest extent allowed by law, the Contractor shall indemnify, defend, and save harmless the Indemnified Parties from any loss, damage, liability, cost, third party suit, charge, expense, or third party cause of action, including the Indemnified Parties' legal expenses, whether unconditionally certain or otherwise, as they exist on the effective date of the Agreement or arise at any time thereafter, (including but not limited to reasonable fees and disbursements of counsel incurred by an Indemnified Party in any action or proceeding between an Indemnified Party and any third party) arising out of any damage or injury to property of an Indemnified Party, the Contractor and/or third parties (including real property, personal property and environmental damages), persons (including injuries resulting in death), or economic damages, directly or indirectly caused by (i) Work or Services performed in connection with the Agreement, including, but not limited to, any act or omission of the Contractor, its agents, employees, Subcontractors, or suppliers, including any breach of the Agreement thereby, (ii) any negligence, willful misconduct, or breach of law of the Contractor, its agents, employees, Subcontractors, and suppliers, (iii) any third party claim under U.S. law pertaining to copyright infringement, trademark infringement, patent infringement, libel, slander, defamation, invasion of privacy, piracy, or plagiarism arising from the Company's use, consistent with the terms of the Agreement, of the final deliverables (except to the extent that such third party claim arises from materials supplied by the Company, or any unauthorized modifications to the deliverables by the Company), (iv) any equipment, property or facilities used by the Contractor, its agents, employees, Subcontractors, and suppliers, or (v) failure of the Contractor or its Subcontractors to comply with Laws and Standards. In the event of joint and concurrent negligence between Contractor and Indemnified Parties, each party shall be responsible for the percentage of negligence attributed to it by agreement between the parties or in a court of competent jurisdiction.
- 22.3 The Contractor shall take prompt action to defend and indemnify the Indemnified Parties against claims, actual or threatened, but in no event later than notice by the Company to the Contractor of the service of a summons, complaint, petition or other service of process against the Company alleging damage, injury, liability, or expenses subject to the indemnification obligations set forth in Section 22.1. If such claim is subject to the foregoing indemnity obligation, the Contractor shall defend any such claim or threatened claim, including as applicable, engagement of legal counsel, to respond to, defend, settle, or compromise any claim or threatened claim. The Contractor shall not settle any claim, action, suit or proceeding for which it is indemnifying the Company in a manner that would impose any legal liability or financial obligation on the Company without first obtaining the Company's written consent.
- 22.4 Furthermore, the Contractor understands that, in the event that it has breached its obligations under this Section 22.0, it is responsible for any and all reasonable costs and expenses incurred by the Company to enforce this

indemnification provision.

- 22.5 The Company may participate in the defense and retain its own counsel in connection with any claim. If the Contractor fails to assume control of the defense of any claim, the Company may defend the claim at the Contractor's cost. The Company's defense of a claim does not relieve the Contractor from its obligations to defend or indemnify.
- 22.6 The obligations under Section 22.0 shall not be limited in any way by any limitation on the Contractor's insurance or by a limitation on the amount or type of damages. In addition, the obligations under Section 22.0 shall not be limited in any way by any compensation or benefits payable by or for the Contractor or any Subcontractor under worker's compensation acts, disability benefit acts or other employee acts.
- 22.7 The Contractor shall obtain from its Subcontractors, for the Indemnified Parties' benefit, agreements substantially similar to those contained in this Section 22.0. Notwithstanding any other provision of the Agreement, this Section 22.0 shall survive the termination, cancellation, or expiration of the Agreement.

**23.0 INSURANCE**

23.1 From the commencement of the Agreement, through final expiration or longer where specified below, the Contractor shall provide and maintain, at its own expense, insurance policies, intended to be primary (with no right of contribution by any other coverage available to the Insured Parties), covering all Work and Services to be performed under or in connection with this Agreement, issued by reputable insurance companies with an A.M. Best Rating of at least B+, which at least meet or exceed the requirements listed herein:

23.1.1 Workers Compensation and Employers Liability Insurance as required by the applicable law. Coverage shall include the U.S. Longshoremen's and Harbor Workers Compensation Act, the Jones Act, and Alternate Employer endorsement, if applicable. The employer's liability limit shall be at least \$ 1,000,000 each per accident, per person disease and disease policy limit. In the event the Alternate Employer endorsement has not been added to the policy at the time a claim arises, the Contractor shall indemnify and hold harmless the Insured Parties from any liability that would have otherwise been covered had that endorsement been added. If the Contractor is exempt from having to obtain and maintain workers' compensation coverage due to their legal status as a sole proprietor or partnership, Contractor shall obtain: 1) Long term disability insurance covering any illness or injury incurred in connection with this Agreement that prevents the Contractor from working, with benefits of at least 50% of the Contractor's monthly income on the last day before the disability begins; and 2) Health care insurance, covering any loss occasioned by bodily injury, sickness or disease, and medical expense, with limits, coverage, deductibles, co-insurance payments, and any other cost sharing features customarily maintained by other contractors of a similar size and business nature.

23.1.2 Commercial General Liability Insurance ("CGL"), covering all Work to be performed under the Agreement, with minimum limits of:

|   |                            |
|---|----------------------------|
| Combined Single Limit                   | \$1,000,000 per occurrence |
| General Aggregate and Product Aggregate | \$2,000,000                |

Downstate NY Requirements:

|   |                            |
|---|----------------------------|
| Combined Single Limit                   | \$2,000,000 per occurrence |
| General Aggregate and Product Aggregate | \$4,000,000                |

This policy shall include Contractual Liability (with this Agreement being included under the definition of "Insured Contract" thereunder), Products-Completed Operations coverage, and, if applicable, explosion, collapse, and underground coverage ("XC&U"). If the Products-Completed Operations coverage is written on a claims-made basis, coverage shall be maintained continuously until the later of: (a) two years after Final Acceptance, or (b) the applicable state statute of repose.

23.1.3 Automobile Liability, covering all owned, non-owned and hired vehicles used in connection with all Work or Services to be performed by or on behalf of Contractor with minimum limits of:

Combined Single Limit \$1,000,000 per occurrence

23.1.4 Umbrella or Excess Liability, with a minimum per occurrence limit of \$10,000,000 (or \$15,000,000 if the Work involves Downstate New York paving Work or \$25,000,000 if the Work involves Downstate New York gas mains and services). This coverage shall run concurrent to the CGL required in 23.1.2 above, shall apply excess of the required automobile, CGL and employer's liability coverage required in this Section 23.0, and shall provide additional insured status as outlined below.

23.1.5 Contractors Pollution Liability ("CPL"): covering any sudden and accidental pollution liability which may arise out of, under, or in connection with this Agreement, including all Work and Services to be performed by or on behalf of Contractor, or that are caused by or resulting from the Contractors use of any owned, non-owned or hired vehicles, with a **minimum** liability limit of: (a) Bodily Injury ("BI") - \$1,000,000 per occurrence and Property Damage ("PD") - \$ 1,000,000 per occurrence; or (b) Combined Single Limit - \$1,000,000 per occurrence. This coverage shall apply on a per project basis. This requirement may be satisfied by providing either this CPL policy, which would include naming the Insured Parties, including their officers and employees, as additional insured's as outlined in this section **OR** by providing coverage for sudden and accidental pollution liability under the CGL and commercial automobile insurance policies required above - limited solely by the Insurance Services Organization ("ISO") standard pollution exclusion, or its equivalent. In the event the Contractor is unable to secure and/or maintain any or all of this sudden and accidental pollution liability coverage, the Contractor agrees to indemnify and hold the Insured Parties harmless against any and all liability resulting from any coverage deficiency that is out of compliance with this insurance requirement.

23.1.6 Professional Liability Insurance, providing coverage for negligent acts, errors, and omissions, (including when applicable, Technology errors and omissions), in an amount of \$7,000,000 "per claim" or equal to the value of the contract, whichever is greater, to protect Company from losses arising out of the use of Contractor or its subcontractor(s) product or failure to render services.

Should coverage be written on a "Claims Made" form, GC or its subcontractors shall maintain such coverage for a period of not less than three (3) years post completion of work, with the retroactive date in place prior to and held constant with the date of this contract.

**23.1.7 Cyber Liability Insurance**, (if applicable) either purchased separately or endorsed to Professional Liability/Errors & Omissions, covering liability arising from or out of the Services provided under this Agreement at **minimum** limits of \$7,000,000 "per claim".

Coverage shall include, but not be limited to, the following, as applicable - Internet and network liability (providing protection against liability for system attacks; denial of service attacks or loss of service; introduction, implantation, or spread of malicious software code; and unauthorized access and use), infringement of privacy or intellectual property rights, breach mitigation and regulatory coverage, internet advertising and content offenses, defamation, errors or omissions in software and/or systems development, implementation and maintenance.

23.1.7 Watercraft Liability, if the Work or Services requires the use of watercraft, with the same minimum limits of liability as outlined in Section 23.1.2.

23.1.8 Aircraft Liability, if the Work or Services requires the use of aircraft, with a limit of liability of not less than \$10,000,000 combined single limit.

23.1.9 Owners & Contractors Protective Liability, with a limit of liability not less than \$1,000,000, if required by use of subcontractors in the work being performed and mutually agreed to by the Company and the Contractor. Proof of coverage under the Contractor's CGL policy will satisfy this requirement.

23.1.10 Other insurance as required and as mutually agreed upon by the Company and the Contractor.

- 23.1.11 The Contractor shall name the Insured Parties as additional insureds, in order to provide the same protection under the Contractor's policies as other insureds automatically covered, on the coverages in Sections 23.1.2, 23.1.3, and 23.1.4. The following language should be used when referencing the additional insured status: **National Grid USA, its direct and indirect parents, subsidiaries and affiliates shall be named as additional insured.** These policies shall be primary and noncontributory for liabilities caused by all Work or Services to be performed by or on behalf of the Contractor, including ongoing and completed operations. The Insured Parties' status as additional insured shall not apply to the proportional extent caused directly by an Insured Party's negligent acts or omissions..
23. I. IO Contractors Pollution Liability ("CPL"): covering any sudden and accidental pollution liability which may arise out of, under, or in connection with this Agreement, including all Work and Services to be performed by or on behalf of Contractor, or that are caused by the Contractors use of any owned, non-owned or hired vehicles, with a **minimum** liability limit of: (a) Bodily Injury ("BI") - \$1,000,000 per occurrence and Property Damage ("PD") - \$ 500,000 per occurrence; or (b) Combined Single Limit - \$1,000,000 per occurrence. This coverage shall apply on a per project basis. This requirement may be satisfied by providing either this CPL policy, which would include naming the Insured Parties, including their officers and employees, as additional insured's as outlined in this section **OR** by providing coverage for sudden and accidental pollution liability under the CGL and commercial automobile insurance policies required above - limited solely by the Insurance Services Organization ("ISO") standard pollution exclusion, or its equivalent. In the event the Contractor is unable to secure and/or maintain any or all of this sudden and accidental pollution liability coverage, the Contractor agrees to indemnify and hold the Insured Parties harmless against any and all liability resulting from any coverage deficiency that is out of compliance with this insurance requirement
- 23.1.11 Risk of Loss: The Contractor shall be responsible for all risk of loss to its equipment and materials, and any other equipment and materials owned by its employees or by other third parties that may be in their care, custody and control. If this coverage is excluded from the Commercial General Liability policy, then Company will accept coverage under the Contractor's property policy. In the event that any Goods are supplied by the Insured Parties, Company will provide the insurable value of the Goods to the Contractor in writing, both cumulatively and on a maximum per item basis. The Contractor will provide replacement cost insurance for these Goods under a blanket builder's risk policy, an equipment floater, or other equivalent coverage, while such Goods are under the care, custody and control of the Contractor. Such insurance shall cover all Goods outlined in the Agreement or as noted on subsequent contract amendments. The coverage limit shall apply on either a per location basis or a maximum per item basis, and shall name the Insured Parties, as a Loss Payee with respect to their insurable interest.
- 23.2 These requirements are in addition to any which may be required elsewhere in this Agreement. In addition, the Contractor shall comply with any governmental and/or site-specific insurance requirements even if not stated herein. This includes providing evidence of insurance and additional insured status, if necessary, to any third party property owner on which the Contractor's work activities associated with this Agreement may be taking place as required by law or permit. The Contractor shall comply with any governmental and/or site-specific insurance requirements even if not stated herein.
- 23.3 Subcontractors. In the event that the Contractor uses subcontractors in connection with the provision of the Goods, the Contractor shall require all such subcontractors provide the same insurance coverages as shown in Sections 23.1.1, 23.1.2, 23.1.3, and 23.1.4. The Contractor shall remain liable for the performance of the subcontractor, and such contract relationship shall not relieve the Contractor of its obligations under this agreement. In additions, such subcontractor shall name both the Insured Entities and Contractor as additional insured under the coverages in Sections 23.1.2, 23.1.3, and 23.1.4. If requested, Contractor will provide Company with an insurance certificate from its subcontractor evidencing this coverage.
- 23.4 Certificate(s) of Insurance. Prior to providing the Services or starting the Work, Contractor shall promptly provide the Company with Certificate(s) of Insurance for all coverages required in the Agreement at the address National Grid USA, Attention Risk & Insurance Department, 300 Erie Blvd West, A-4, Syracuse, NY 13202. Policies shall provide that at least 30 days prior written notice shall be given to the Company in the event of any cancellation or diminution of coverage and certificates shall outline the amount of deductibles or self-insured retentions which shall be for the account of the Contractor. Such deductibles or self-insured

retentions shall not exceed \$100,000 unless agreed to by the Company's Risk & Insurance Department.

- 23.5** Any combination of Commercial General Liability, Automobile Liability and Umbrella Liability policy limits can be used to satisfy the limit requirement in Sections 23.1.2 ("COL"), 23.1.3 ("Automobile Liability") and 23.1.4 ("Umbrella or Excess Liability") above.
- 23.6** Proof of qualification as a qualified self-insurer, if approved in advance in writing by Company, will be acceptable in lieu of securing and maintaining one or more of the coverages required in this Insurance Section 23.0. Such acceptance by Company shall become a part of this insurance provision by reference herein.
- 23.7** The Contractor and its insurance carrier(s) shall waive all rights of recovery against the Insured Parties and their directors, officers and employees, for any loss or damage covered under those policies referenced in this insurance provision, or for any required coverage that may be self-insured by the Contractor. To the extent the Contractor's insurance carriers will not waive their right of subrogation against the Insured Parties, the Contractor agrees to indemnify the Insured Parties for any subrogation activities pursued against them by the Contractor's insurance carriers. However, this waiver shall not extend to the gross negligence or willful misconduct of the Insured Parties or their employees, subcontractors or agents.
- 23.8** If any policy should be canceled before final payment by the Company to the Contractor and the Contractor fails immediately to procure other insurance as specified, the Company reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor under the Agreement or to invoice the Contractor.
- 23.9** The Contractor shall furnish the Company's Risk & Insurance Department with copies of any accident report(s) sent to the Contractor's insurance carriers covering accidents, incidents or events occurring in connection with or as a result of the provision of the Work or Services. If the Company is named in a lawsuit involving the operations and activities of the Contractor associated with this agreement, the Contractor shall promptly provide copies of all insurance policies relevant to this accident or incident if requested by Company.
- 23.10** The Contractor represents that it has full policy limits available and shall notify the Company's Risk & Insurance Department in writing when coverages required herein have been reduced as a result of claim payments, expenses, or both.

24.11 Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its work under the Agreement, or limiting, diminishing, or waiving the Contractor's obligation to indemnify, defend and save harmless the Company and the Indemnified Parties in accordance with these Terms and Conditions.

**24.0 RIGHTS, CLAIMS AND DISPUTES**

- 23.1 Any claim which the Contractor may have against the Company arising out of the Work shall be presented in writing to the Company no later than 30 days after the first occurrence of the circumstance which gave rise to the claim. The claim shall contain a concise statement of the question or dispute and the relevant facts and data (including the applicable Agreement provision) which support the claim. The Contractor shall furnish any additional information which the Company may require to enable it to evaluate and decide the claim.
- 24.2 Failure to submit any claim in such 30 -day period shall constitute a waiver on the Contractor's part for entitlement to either additional reimbursement or additional time for performance under the Agreement
- 24.3 Any dispute between the Company and the Contractor with respect to the Agreement that cannot be resolved in the normal course by the respective representatives of the Parties, shall be referred to the responsible officers of the Company and the Contractor for resolution. Notwithstanding the existence of a dispute, the Company shall be obligated to maintain payments not in dispute to the Contractor and the Contractor shall be obligated to proceed (or to continue) with the provision of Goods unless otherwise directed by the Company.

**25.0 RIGHTS AND REMEDIES; COMPANY LIABILITY**

- 25.1 The rights and remedies of the Company herein shall not be exclusive and are in addition to any other rights or remedies provided by law or equity.
- 25.2 The Company shall in no event be liable to the Contractor for any incidental, consequential, special, contingent, multiple, or punitive damages in connection with the Agreement, including, without limitation, loss of profits, attorney's fees, or litigation costs for any actions undertaken in connection with or related to the Agreement, including without limitation damage claims based on causes of action for breach of contract, tort (including negligence), Massachusetts Chapter 93A, or any other theory of recovery.
- 25.3 All provisions related to warranty, indemnification, confidentiality and proprietary rights shall expressly survive termination or expiration of the Agreement.
- 25.4 In no case shall the Company's liability to the Contractor exceed the price for Work as determined under the Agreement.

**26.0 DISCREPANCIES AND CLAIMS**

- 26.1 If the Contractor, in the course of the Work, finds any discrepancy between the Agreement, or what could have been reasonably inferred or interpreted there from, and the physical conditions of the locality, or any errors or omissions in the Agreement or in the layout as given by survey points and instructions, or if the Contractor believes, determines or observes that performance of any part of the Project as required by the Agreement would or might result in the Project being deficient or unsafe or failing to comply with standard practice, law or regulation, the Contractor shall immediately notify the Field Representative in writing and shall suspend that part of the Work until otherwise directed by the Company. Any Work done after such discovery or after the Contractor should have been reasonably expected to make such discovery, until authorized by the Company, shall be done at the Contractor's risk, and the Contractor shall be liable for all costs arising there from, unless otherwise authorized in writing by the Company.
- 26.2 Except in an emergency endangering life or property, if the Contractor claims that any instructions, written or oral, or by Drawings or other media issued after the date of the Agreement involve extra cost and/or an extension of time, it shall give the Company written notice thereof as set forth in Section 14.3. No such claim shall be valid unless so made.

**27.0 DOCUMENTS/INTELLECTUAL PROPERTY**

- 27.1 The Contractor shall supply all documents in quantities and types, at times, according to instructions, and in the manner set forth in the Agreement. Upon the Company's request, any other documents prepared by the Contractor in connection with the Project shall be delivered to the Company upon completion, cancellation or termination of the Agreement. Any document, which is prepared by the Contractor in connection with the Agreement, shall be submitted in accordance with the Agreement, with sufficient time for the Company to review and comment.
- 27.2 All documents prepared, procured, or developed by the Contractor and furnished to the Company in connection with the Project shall be the property of the Company and may be used by the Company without restriction, whether during the term of the Agreement or thereafter.
- 27.3 If the Work, any intellectual property utilized by the Contractor in providing the Work, or the Company's use of the Work (each an "Infringing Element") becomes the subject of any claim, suit, or proceeding for infringement or other intellectual property right violation, the Contractor shall, at its sole expense and at the Company's option: 1) secure for the Company the right to its continued use, 2) replace the Infringing Element with a substantially equivalent, non-infringing item, or 3) modify the Infringing Element so that it is non-infringing.
- 27.4 Royalties and fees for patents covering materials, articles, apparatus, devices, equipment or processes used in the Work shall be included in the Contract Price. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees.
- 27.5 Any and all works, expressions, inventions, ideas, discoveries, improvements or developments (whether or not patentable), as well as all copyrights, patents or trademarks thereof, that may be conceived or made by the Contractor or Contractor's partner(s), employee(s), agent(s), vendor(s), contractor(s), supplier(s) or any other party employed by Contractor, or subcontractor to Contractor of any tier, to satisfy its obligation under the Agreement shall be work made for hire and shall be deemed the property of Company. All such works, expressions, inventions, ideas, discoveries, improvements or developments, as well as all copyrightable expressions thereof, shall be deemed to fit into one or more of the specifically enumerated categories of works contained in 17 U.S.C. § 101 *et sea*, and any subsequent revisions thereof. The Contractor and/or Contractor's partner(s), employee(s), agent(s), vendor(s), contractor(s), supplier(s), or any other party employed by Contractor, or subcontractor to Contractor of any tier, to satisfy its obligation under the Agreement shall promptly furnish Company with complete information, including, without limitation, a written description thereof giving the date of the work, invention or expression and naming the inventors or authors and others involved in the development or writing of the work, invention or expression. Company shall have the sole power to determine whether or not and in which countries and jurisdictions patent application shall be filed or copyrights registered and to determine the disposition of title to and rights in any works, expressions, inventions, ideas, discoveries, improvements or developments and in any United States and foreign patent applications, patents or copyrights that may result. Memoranda, notes and experimental works, descriptions, diagrams and other data generated in performance of the Work pertaining to any and all works, expressions, inventions, ideas, discoveries, improvements and developments covered by the Agreement shall be available at reasonable times to Company. Contractor shall assist Company in the implementation of this section by obtaining and providing detailed written descriptions of each invention, idea, discovery or expression sufficient for filing patent or copyright applications, by providing an evaluation of the patentability or copyrightability of each disclosure, by assisting Company in the prosecution of patent and copyright applications, and by executing or having executed by appropriate persons any and all documents which may be necessary or desirable to cause title in such inventions, ideas, discoveries, or expressions to vest with Company. The cost of such assistance shall be considered separate and distinct and shall be mutually agreed upon between the Company and Contractor.

**28.0 CONFIDENTIALITY/PROPRIETARY INFORMATION**

- 28.1 Receiving Party hereby acknowledges that during the course of the Receiving Party participation in a bid and/or selection process and in the performance of the requirements of the Agreement, the Receiving Party may be furnished with or exposed to information that is proprietary and confidential to the Disclosing Party and/or its Affiliates, ("Confidential Information"). The Party disclosing such Confidential Information is referred to herein as the "Disclosing Party" and the Party receiving such Confidential Information is referred to herein as the "Receiving Party." Confidential Information shall include but shall not be limited to information concerning pricing, terms and conditions, customers, employees, facility locations, techniques, methods, computer programs, software, drawings, maps, plans, and data relating to the Disclosing Party

and/or its Affiliates.

- 28.2 Receiving Party agrees that (a) the Receiving Party shall use such Confidential Information only in connection with its participation in a bid and/or selection process or the requirements performed under the Agreement and (b) shall not disclose such Confidential Information to third parties or use such Confidential Information for any other purpose without the prior written consent of an authorized representative of the Disclosing Party.
- 28.3 Receiving Party may disclose Confidential Information to its partner(s), employee(s), agent(s), vendor(s), contractor(s), Subcontractor(s), or any other party employed by the Receiving Party if and only if 1) such disclosure is necessary in order to perform the Work and/or Service under the Agreement; and 2) the party to whom the Confidential Information will be disclosed has executed and delivered to the Disclosing Party a Non-Disclosure Agreement. If the Receiving Party has any question about whether information is Confidential Information, it shall contact the Disclosing Party prior to disclosing such information for a determination as to its proprietary status.
- 28.4 Upon termination of the Agreement, Receiving Party shall immediately return such Confidential Information, including without limitation any drawings, maps, or electronic data or copies thereof, to the Disclosing Party.
- 28.5 Both Parties acknowledge that the breach of the Receiving Party's obligations under this provision will result in irreparable harm to the Disclosing Party and/or its Affiliates. Any breach of these provisions by the Receiving Party shall entitle the Disclosing Party and/or its Affiliates to make use of any and all available remedies, at law and in equity including, but not limited to, injunctive relief.
- 28.6 If either Party is required by law to disclose Confidential Information of the other Party (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demands, regulation, statute or otherwise), the Party required to make such disclosure will, when permitted by law, (i) notify the other Party and provide the other Party the opportunity to review the Confidential Information, and (ii) provide the other Party the opportunity to seek a protective order or other appropriate remedy. In the event that a protective order or other remedy is not obtained or is not pursued within a reasonable period of time, the Party required to make disclosure or such Party's representatives will furnish only that portion of the Confidential Information that it is legally required to disclose and the Party required to make disclosure will request that confidential treatment be accorded to the Confidential Information by relevant third parties.
- 28.7 Notwithstanding anything to the contrary in this Section 28.0, neither Party shall be required to hold confidential any information that (i) becomes publicly available other than through disclosure by the Receiving Party; (ii) is independently developed by the Receiving Party; or (iii) becomes available to the Receiving Party without restriction from a third party, provided that such third party is not bound by a confidentiality agreement with the Disclosing Party or its representatives.
- 28.8 In no event shall data or information provided by the Receiving Party under the Agreement or generated as a result of performance of the Work thereunder be deemed as proprietary to the Receiving Party. Likewise, reports generated as a result of performance of the Work thereunder shall not be proprietary to Receiving Party.
- 28.9 The obligations set forth in this Section 28.0 shall survive expiration or termination of this Agreement for a period of five years.

**29.0 PUBLICITY**

- 29.1 Notwithstanding any other provision of the Agreement, the Contractor shall not, without the Company's prior written consent, publish any information pertaining to the Agreement, whether during the term of the Agreement or thereafter.
- 29.2 The Contractor shall not display any sign, posters or other advertising matter in or around the Site without prior written approval of the Company.

**30.0 COMMUNICATIONS WITH REGULATORS, MEDIA, OR PUBLIC**

- 30.1 The Contractor shall immediately notify the Company of all communications from regulatory agencies including, but not limited to, notices, postings, letters, telephone calls or visits. If a Notice of Noncompliance or any other official correspondence is received by the Contractor from a regulatory agency, a copy of the notice or correspondence shall be provided to the Company within 24 hours of its receipt.
- 30.2 The Contractor shall immediately notify the Company of any inquiries from the media. Requests for information from the media shall be reviewed and approved by the Company prior to response by the Contractor.
- 30.3 The Contractor shall immediately notify the Company of any calls or other communications from the public. Requests for information from the public shall be reviewed and approved by the Company prior to response by the Contractor.
- 30.4 The Contractor shall notify the Company as soon as the Contractor becomes aware of a current or scheduled regulatory inspection. The Company will arrange a time for the inspection and designate a Company representative who will accompany the regulatory inspectors. The Contractor shall also designate a representative who will accompany the regulatory inspectors. The Contractor shall fully cooperate with the Federal, state, and local regulatory agencies during inspections or other official functions. If an inspector from a Federal, state or local regulatory agency arrives at a location unannounced and wishes to conduct an inspection, the Contractor shall obtain and subsequently submit to the Company the inspector's name, agency and telephone number and shall accommodate the inspector. If the conduct of an inspection will, for reasons such as safety considerations, put the inspector or the Contractor's representative at risk of injury, the Contractor shall attempt to reschedule the inspection at a date and time acceptable to all parties.
- 30.5 During a regulatory inspection, the inspector may request permission to sample fluids, soils or other materials. If samples are taken, the Contractor shall request the inspector to provide duplicate samples, and the Contractor shall forward them to the Company as soon as possible. The Contractor shall request the inspector to provide duplicate copies of all photographs and/or such other records or reports taken during or generated by an inspection and shall submit them to the Company upon their receipt by the Contractor.

**31.0 MEETINGS AND REPORTS**

- 31.1 The Contractor shall attend Project meetings as often as deemed necessary by the Company during the term of the Agreement.
- 31.2 By 10:00 a.m. of the next day worked, the Contractor shall submit a written daily report to the Field Representative for each day worked, which shall include, but not be limited to the date, weather, listing of all the Contractor's and Subcontractor's construction force (itemized by craft, supervisory, and employer), Work performed (type, amounts, locations), equipment used (idle equipment so noted), materials received, delays encountered and their cause, recordable and "Lost Time" accidents or incidents, instructions given to the Contractor, general remarks, and Project Site visitors. The Contractor shall also submit to the Company a daily report for all days not worked by the end of the next day worked which shall include, but not be limited to, the date, weather, and the reason no work was performed.
- 31.3 In addition to Contractor's obligations pursuant to the Contractor Safety Requirements, the Contractor shall notify the Company of any safety occurrence as set forth in the Agreement. The Contractor shall submit to the Company a written report of each accident/incident involving personal injury or property damage. This report shall include, but not be limited to: the date, names of injured individuals, the Contractor and Subcontractors involved, any third parties involved, employer, supervisor's name, description of injury and/or property damage, description of how accident/incident occurred, names of witnesses (and, if expressly required by company, social security number or tax identification number thereof) involved, and safety equipment employed or not utilized. The Contractor may suggest preventative procedures to be implemented to prevent reoccurrence.
- 31.4 The Contractor shall submit to the Company specific reports as may be required elsewhere in the Agreement.

## 32.0 NERC CIP

- 32.1** For any Work that requires access to the Physical Security Perimeter at a current control house as identified by the Company, or is in the process of constructing a new control house environment, the Contractor shall, and shall require its Subcontractors to (1) complete the contract document containing National Grid Contractor Requirements for Compliance with NERC Cyber Security Standards attached to this Agreement, and (2) comply with the terms and conditions and obligations of the Contractor with respect to NERC CIP. The Contractor shall be responsible hereunder for any breach of such terms and conditions and obligations of the Contractor with respect to NERC CIP under this Agreement to the extent caused by its Subcontractors.
- 32.2** In the event of non-compliance or breach on the part of Contractor, its employees, agents or subcontractors with or of any or all of the NERC Cyber Security Standards, the Contractor shall be solely liable for any and all resulting costs, losses, penalties, damages and liabilities, including any costs, losses, penalties, damages or liabilities incurred by the Company, and the Company may terminate this Agreement for cause, pursuant to the termination provisions contained herein.

## 33.0 CLEANING UP

- 33.1** The Contractor shall at all times keep its work areas in a neat, clean, and safe condition in accordance with the Agreement.
- 33.2** The Contractor shall, on a daily basis, clean up and remove from the Site and adjoining property and rights-of-way all waste materials and rubbish and appropriately manage recyclables as directed by the Company.
- 33.3** Upon completion of the Work, the Contractor shall remove all excess material, equipment, temporary facilities and rubbish; shall repair or replace, in an acceptable manner, all property which may have been damaged or destroyed at the Site; and shall leave the Site in a neat and presentable condition and return disrupted or damaged areas to the condition existing before the start of the Work. Site clean-up approval is required from the Company prior to Final Acceptance.
- 33.4** Work shall be performed in a manner which minimizes to the greatest extent possible any disruption to the surrounding landscape, waterways, communities and the general public.
- 33.5** In the event of the Contractor's failure to comply with this Section 33.0, the Company shall be entitled to withhold from the Contractor, or obtain reimbursement from the Contractor for, any costs incurred in accomplishing the same.

## 34.0 LABOR RELATIONS

- 34.1** The Contractor shall give the Company prompt written notice of any labor dispute or anticipated labor dispute which may reasonably be expected to affect: (1) the cost, schedule or performance of the Project; (2) other activities at the Site; or (3) the Company's ongoing operations.
- 34.2** The Contractor shall conduct its labor relations in accordance with its established labor agreements. The Contractor agrees to advise the Company, prior to making any new commitments, whether the negotiation of new agreements or understandings with local or national labor organizations affect the Work to be performed under the Agreement.
- 34.3** In addition to the Contractor's legal obligations under the Labor Management Relations Act, in the event the Contractor is a subscriber to a multi-employer bargaining association or group, the Contractor shall, if the Company so directs, participate to the fullest extent in the collective bargaining of that group with any of those labor organizations claiming jurisdiction over any portion of the Project under the Agreement or any subcontract.
- 34.4** To the extent applicable to Work being performed under the Agreement, the Contractor shall supply the Company with copies of all national agreements to which it is a party. No later than 30 Days before the expiration of any labor agreement which may affect the Project, the Contractor shall meet with the Company to discuss the appropriate course of action.
- 34.5** The Contractor shall take any and all steps that may be available in connection with the resolution of violations of collective bargaining agreements and jurisdictional disputes, including, without limitation, the

filing of appropriate process with any court or administrative agency having jurisdiction to settle, enjoin or to award damages resulting from violations of collective bargaining agreements or jurisdictional disputes.

- 34.6 In the event of a labor dispute which threatens to adversely affect the progress or cost of the Project, the Company reserves the right to restrict additional hiring of employees by the Contractor or any Subcontractors, or to suspend or delay the Project, or in the Company's sole discretion to terminate the Agreement for cause under Section 18.1, without incurring contractual liability to the Contractor or its Subcontractors or suppliers. This section shall be applicable whether or not the Contractor or any Subcontractor is directly involved in such labor dispute and whether or not the dispute involves or affects employees or disputing parties standing in the proximate relation of employer and employee with the Contractor or Subcontractor.

**35.0 ADDITIONAL CONTRACTS AND INTERESTS**

- 35.1 Whenever work being done by the Company's or by other contractors' forces is contiguous to Work covered by the Agreement, the respective rights of the various interests involved shall be established by the Company to secure the completion of the various portions of the Project in an orderly and timely manner. At no time shall the Contractor restrict the movement of other personnel and/or equipment in the performance of their work.
- 35.2 The Contractor shall be responsible for promptly notifying the Company in the event that it shall be necessary to coordinate work between the Contractor and others.
- 35.3 The Company reserves the right to enter into other contracts related to the Agreement or the Project and may require any other contractor, including the Company or its Affiliates, to provide labor or materials to the Project, and such other contracts shall not be cause for the Contractor to claim a change in the Project under Section 14.0. The Contractor shall afford other contractors, the Company or its Affiliates reasonable opportunity for the introduction and storage of their materials and the execution of their work, and the Contractor shall cooperate with the Company, its Affiliates and any other contractors in coordinating their activities.
- 35.4 The Contractor acknowledges that coordination with other contractors, the Company or its Affiliates and occasional rescheduling of the Work or Project may be required and that minor delays in performance of the Work may result. Any difference or conflict which may arise between the Contractor and other contractors, or between the Contractor and workmen of the Company or its Affiliates, in regard to their work, shall be resolved as determined by the Company. Notwithstanding any other provision of the Agreement, the Contractor acknowledges that such coordination, occasional rescheduling and minor delays shall not justify an increase in the price as determined under the Agreement or an extension of time for delivery or performance.
- 35.5 The Contractor shall promptly remedy, at its sole expense, any injury or damage that may be sustained by other contractors or the Company and its Affiliates as a result of the Contractor's activities under the Agreement.
- 35.6 If the Contractor's Work depends upon the work of others, the Contractor shall inspect and give the Company prompt written notice of any defects in the work that renders it unsuitable for the Contractor to perform the Work.

**36.0 LIENS/BONDS**

- 36.1 The Contractor, for itself, its Subcontractors and all other persons performing under the Agreement hereby waives, to the full extent permitted by law, all right to have filed or maintained any mechanics' or other liens or claims for or on account of the services, labor or materials to be furnished under the Agreement. The Contractor shall pay punctually for all labor, equipment and materials and all liabilities incurred by it in performance of the Agreement, and when requested shall furnish the Company with satisfactory evidence of such payment.
- 36.2 The Contractor shall (1) indemnify and save harmless the Company and its Affiliates and their officers, directors, employees, agents, servants, and assigns from all laborers', materialmen's, and mechanics' liens upon the real property upon which the Project is located arising out of the Services, equipment and materials furnished by the Contractor and its Subcontractors in connection with the Project, and (2) to the

full extent permitted by law, keep such property free and clear of all liens, claims, and encumbrances arising from the performance of the Agreement by the Contractor and Subcontractors.

- 36.3 The Contractor shall give the Company 20 Days written notice prior to filing a lien on the property and shall use all reasonable efforts to give the Company 20 Days written notice prior to a Subcontractor filing a lien on the property.
- 36.4 If the Contractor places a lien on the Company's or its Affiliates' property or fails to provide a bond and subsequently discharge a Subcontractor lien, the Company shall have the right to bond such lien or take other similar action to discharge the lien and withhold payment therefore from the Contractor as set forth in Section 13.1. The Contractor shall be liable to the Company for all costs and legal expenses incurred by the Company in bonding or discharging such liens.
- 36.5 If the Company does not require a lien bond under Section 36.6 and if a lien is placed on the property by any Subcontractor, the Contractor shall within 48 hours, or such other time as agreed to by the Company, post a bond covering the lien and shall discharge the lien within 30 Days.
- 36.6 Within 5 Days of signing the Agreement, the Contractor shall, at the Company's option, provide the Company with an executed copy of each a Payment Bond, a Performance Bond and a Lien Bond for the Work in the amount of the Contract Price covering the payment of, and performance of all obligations arising under the Agreement and to keep the Company's property clear of any encumbrances relating to the Agreement. The Company may require additional bonds if the value of the Agreement, in the Company's opinion, is appreciably increased.
- 36.7 The Payment Bond and the Performance Bond form shall be AIA Document A312, as most recently published by the American Institute of Architects, except that the definition of claimant found in the Payment Bond, shall be modified to include all persons or entities, of any tier, having a direct contract with the Contractor or with a Subcontractor (including suppliers), of any tier, to furnish labor, materials or equipment for use in the performance of the Agreement. All other parts of the definition of claimant shall remain unmodified. The Lien Bond shall be on the form as set forth in the Agreement.
- 36.8 The Contractor shall furnish a copy of the Payment Bond to all Subcontractors (including suppliers) with whom it has a contract to furnish labor, equipment or materials for use in the performance of the Agreement, and shall require that all Subcontractors, of any tier, supply copies of the Payment Bond to their Subcontractors (including suppliers).
- 36.9 The cost for the Payment Bond, Performance Bond, and Lien Bonds are included in the prices referenced in the Agreement or Purchase Order.

**37.0 ASSIGNMENT/SUBCONTRACTING**

- 37.1 The Agreement is binding upon the Parties and their heirs, executors, administrators, successors, and assigns. The Contractor shall not assign the Agreement, or any of the moneys to become due and payable under the Agreement, or subcontract the whole or any part of the Work, without first having obtained the Company's written consent to such assignment or subcontract. Any such assignment or subcontract for which the Company's written consent is not obtained will be null and void. If the Contractor proposes to subcontract any of the Work, it shall give written notice thereof to the Company specifying the name, address, qualifications, and experience of the Subcontractor, and the specific Work which the Subcontractor is to perform. If the Company consents in writing, the Contractor may subcontract the specific Work to the Subcontractor. All Work performed for the Contractor by a Subcontractor shall be pursuant to an agreement between the Contractor and Subcontractor which binds the Subcontractor to the applicable terms and conditions of the Agreement for the benefit of the Company and its Affiliates.
- 37.2 The Company may assign the Agreement or any part thereof to any Affiliate.
- 37.3 If the Contractor terminates its existence as a corporate entity or if the Contractor is part of a merger, acquisition, sale, consolidation or take-over, or if all or substantially all of the Contractor's assets are transferred to another person, or business entity, the Company shall, in its sole discretion, have the right to terminate the Agreement as set forth in Section 18.1 or to require the Contractor's successor to carry out the duties and obligations of the Contractor under the Agreement.
- 37.4 If at any time during the performance of the Project, the Company determines that any Subcontractor is not performing in accordance with the Agreement, the Company may so notify the Contractor who shall take

immediate steps to remedy the performance or to cancel the subcontract, whichever the Company so requests.

- 37.5 All Subcontractors shall be subject to the foregoing provisions, and nothing contained in the Agreement shall create any contractual relation between any Subcontractor and the Company or its Affiliates, nor relieve the Contractor of any obligation to perform the Work. No Subcontractor is intended to be or shall be deemed a third party beneficiary of the Agreement. As a condition of any subcontract, the Contractor shall require any Subcontractor to remove any claim it might have, in law or equity directly against the Company or its Affiliates. The Contractor shall be fully responsible to the Company for the acts and/or omissions of any Subcontractor and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor as if no Subcontractors were in place. Any obligation imposed by the Agreement upon the Contractor, where applicable, shall be equally binding upon and shall be construed as having application to any Subcontractor.
- 37.6 To the fullest extent permitted by law, the Contractor shall require Subcontractors to indemnify, defend at the Company's option, and hold the Indemnified Parties harmless from and against any and all claims, demands, actions, losses, damages and expenses, including attorney's fees and other expenses, resulting from or arising out of any of its Subcontractors' performance of Work or Services. The complete or partial failure of any insurance carrier to fully protect and indemnify the Indemnified Parties, or the inadequacy of the insurance, shall not in any way lessen or affect the obligation of the Contractor or its Subcontractors to indemnify the Indemnified Parties.
- 37.7 Notwithstanding any other provision of the Agreement, Section 37.6 shall survive the termination or expiration of the Agreement

**38.0 ENTIRE AGREEMENT**

- 38.1 The Agreement constitutes the entire Agreement between the Company and the Contractor with respect to the Work specified, and all previous representations relative thereto, either written or oral are hereby annulled and superseded. No modification of any of the provisions of the Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

**39.0 SEVERABILITY/MISCELLANEOUS**

- 39.1 If any section, phrase, provision or portion of the Agreement is, for any reason, held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such section, phrase, provision or portion so adjudged will be deemed separate, distinct and independent and the remainder of the terms of the Agreement will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication. The parties shall negotiate in good faith an equitable adjustment in the affected provision of the Agreement; however, the validity and enforceability of the remaining parts thereof shall be otherwise fully enforceable. Paragraph headings are for the convenience of the Parties only and are not to be construed as part of the Agreement.

**40.0 COMPLIANCE WITH LAWS AND STANDARDS**

- 40.1 The Contractor shall, in connection with any Work provided by the Contractor hereunder, comply with all applicable federal, state and local laws, ordinances, rules, regulations, codes, permits, licenses, authorizations, and orders of any governmental body, agency, authority, or court having jurisdiction over the Company or the supply of the Work ("Laws"),
- 40.2 In connection with any Work provided by the Contractor hereunder, the Contractor shall and shall provide that its Subcontractors, agents, and representatives shall, at all times: 1) strictly comply with the Company's safety and environmental standards, rules, regulations, directives, and procedures, including, without limitation, Company's Contractor Safety Requirements and Contractor Environmental Requirements, and with any and all applicable federal, state, municipal, and local laws, rules, regulations, codes, and ordinances related to employee and public health, safety, and/or the environment (as in force upon the date of the Agreement and as in the future passed, enacted, directed, or amended), collectively, ("Standards,") and 2) conduct all operations in a manner to ensure the safety of all personnel, the general public, and the protection of the environment and so as to avoid the risk of injury, death, loss, theft, or damage by accident, vandalism, sabotage, or any other means. In cases where one or more conflicting Standards may be applicable, the Contractor shall comply with the most stringent applicable Standard.

- 40.3 The Contractor warrants that it has not offered or given and will not offer or give to the Company or its Affiliates, or any of their officers, directors, employees, agents, trustees, successors or assigns ("Purchasing Parties") any gratuity, or any kickback within the meaning of the Anti-Kickback Act of 1986 in order to secure any business from or influence the Purchasing Parties with respect to the terms, conditions or performance of any contract with or purchase from the Company or its Affiliates.
- 40.4 The Contractor shall, in connection with anything provided by the Contractor hereunder, comply with Company's Diversity Program requirements. Such requirements include but are not limited to completion and return of the "The Contractor Diversity Bid Form," quarterly reporting on the Contractor's utilization of diversified sellers, and maintenance of certifications from accredited institutions on file which files will be subject to Company audit.
- 40.5 The Contractor shall comply with Company's disclosure reporting requirements as defined in Company's policies and procedures as set forth in this Agreement, and as such policies and procedures may be amended by Company and notified to Contractor from time to time.

**41.0 ENVIRONMENTAL COMPLIANCE**

- 41.1 Without limiting the provisions of Section 40.0, the Contractor shall conduct all Work and Services in such a manner to minimize the impact upon the natural environment and shall comply fully with all applicable federal, state and local laws, ordinances, rules, regulations and permits for the protection and preservation of the environment, as may be amended from time to time, and all applicable environmental policies and practices prescribed by the Company, including without limitation, the Resource Conservation and Recovery Act, the Hazardous Materials and Transportation Act, the Occupational Safety and Health Act of 1970 ("OSHA"), the New York Environmental Conservation Law, regulations of the Environmental Protection Agency, the Department of Transportation and the New York Department of Environmental Conservation (when applicable for the jurisdiction) issued pursuant thereto, and the terms of Company's Special Conditions of Contract - Environmental, if incorporated in the Agreement by the Company. The Contractor shall impose the requirements of this Section 41.0 upon its Subcontractors and suppliers.
- 41.2 The Contractor shall provide to the Company and post in a conspicuous location at the Site, safety data sheets ("SOS") as required for products used in the Contractor's performance under the Agreement. The Contractor shall post, control and disseminate SDS in accordance with Company's Hazard Communication Program National Grid Safety Procedure F-610 and the applicable edition of OSHA Standard No. 1910.1200. Contractor shall provide periodic updates of the SOS documentation; and copies thereof shall also be retained at the Site and shall be readily available to all the Contractor's personnel engaged in the Work, including, without limitation all the Contractor's personnel engaged in manufacturing Goods or providing Services. The cited standard and policy are available through Company's Safety Department and are incorporated by reference in these Terms and Conditions.
- 41.3 The Contractor shall immediately notify the Company of any citations or notices incurred on the Project and forward copies thereof immediately upon receipt to the Company. If any violation of environmental permits, licenses, and other environmental regulations or statutes occurs, the Contractor shall take immediate action to mitigate any further violation. The Contractor shall immediately notify the Company of the violation and wait for further instructions from the Company. If the Company instructs the Contractor to remedy the violation, the Contractor shall contact the appropriate government agencies as required by law and report to the Company, in writing, what actions it has performed and intends to take to remedy the violation. The Contractor shall also report to the Company its intended procedures for preventing recurrence of such violations.
- 41.4 The Contractor shall, at its expense, take all actions necessary to protect the Company, its Affiliates and all third parties, including without limitation employees and representatives of the Company, from any exposure to, or hazards of, hazardous and/or toxic wastes or substances. In the event of a release or discovery of hazardous waste, the Contractor shall respond in accordance with the Agreement.
- 41.5 If the Contractor fails to correct an environmental violation when directed by the Company to do so, the Company may direct a third party to do so at the Contractor's expense.
- 41.6 The Company will notify the Contractor of any observed non-compliance; however, failure of the Company to recognize or notify the Contractor of any non-compliance shall not relieve the Contractor of its contractual and legal responsibility for such non-compliance and to protect the environment.

**42.0 UTILIZATION OF SMALL BUSINESS CONCERNS**

- 42.1 It is the policy of the United States that Small Business Concerns, Veteran-Owned Small Business Concerns, Service-Disabled Veteran-Owned Small Business Concerns, HUBZone Small Business Concerns, Small Disadvantaged Business Concerns, and Women-Owned Small Business Concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with Small Business Concerns, Veteran-Owned Small Business Concerns, Service-Disabled Veteran-Owned Small Business Concerns, HUBZone Small Business Concerns, Small Disadvantaged Business Concerns, and Women-Owned Small Business Concerns.
- 42.2 The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.
- 42.3 The Contractors acting in good faith may rely on written representations by their Subcontractors regarding their status as a Small Business Concern, a veteran-owned Small Business Concern, a Service-Disabled Veterans-owned Small Business Concern, a HUBZone Small Business Concern, a Small Disadvantaged Business Concern, or a Women-Owned Small Business Concern.

**43.0 EQUAL EMPLOYMENT OPPORTUNITY**

- 43.1 The Contractor shall comply with all applicable federal, state and local anti-discrimination laws, the standards and regulations issued thereunder and the amendments thereto, including Executive Order 11141 relating to age discrimination, Executive Order 11246 relating to equal employment opportunity, Executive Order 11625 relating to minority business enterprise, Executive Order 11701 relating to employment of veterans and Executive Order 11758 relating to handicapped employment. The aforementioned are incorporated herein as if set forth herein verbatim. The Contractor agrees to comply with the Human Rights Law of the State of New York (Section 15 of the Executive Law), if applicable.
- 43.2 Without limiting the foregoing, the Contractor agrees as follows:
  - 43.2.1 The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
  - 43.2.2 The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
  - 43.2.3 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - 43.2.4 The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - 43.2.5 The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

43.3 All subcontracts and agreements that the Contractor enters into to provide the Work under the terms of the Agreement shall obligate such Subcontractors to comply with the foregoing provisions.

**44.0 JURISDICTION AND GOVERNING LAWS**

44.1 Unless other governing laws and/or other jurisdictions are specifically established in the Agreement, the Agreement shall be deemed to be executed in the State of New York and shall be interpreted and enforced according to the Laws of the State of New York.

44.2 Unless otherwise specifically established in the Agreement, only the courts of New York shall have jurisdiction over the Agreement and any controversies arising out of the Agreement ; any controversies arising out of the Agreement shall be submitted only to the courts of New York; the Contractor hereby submits to the courts of New York for the purposes of interpretation and enforcement of the Agreement.

44.3 The Contractor hereby waives personal service by manual delivery and agrees that service of process on the Contractor in any action arising out of the Agreement may be made by registered or certified mail, return receipt requested, directed to the Contractor at its address set forth on the Agreement.

**45.0 WAIVER**

45.1 No delay or omission in the exercise of any right under the Agreement will impair any such right or will be taken , construed or considered as a waiver or relinquishment thereof, but any such right may be exercised from time to time and as often as may be deemed expedient. If any of the provisions of the Agreement are breached and thereafter waived, such waiver will be limited to the particular breach so waived and will not be deemed to be a waiver of any other breach under the Agreement.

**46.0 PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

46.1 Each and every provision of law and governmental regulation required by law to be inserted in the Agreement is deemed inserted and the Agreement will be read and enforced as though the same were so included in the Agreement. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, then, upon the application of either party, the Agreement shall be deemed to be amended to make such insertion or correction.

**47.0 NOTICES**

47.1 All notices, demands , requests, and other communications required or desired to be given hereunder must be in writing and sent by United States registered mail, return receipt requested, or by nationally recognized overnight carrier, and addressed to the person or position identified on the Agreement , at its address set forth in the Agreement and in the case of a notice given to the Company with a copy to General Counsel, National Grid, 40 Sylvan Road, Waltham, Mass, 02451.

**48.0 PREVENTION OF CORRUPTION, BRIBERY AND SLAVERY**

48.1 The Contractor shall conduct itself in an ethical manner and provide services to the highest ethical standards. The Contractor shall not be a party to the following: bribery of any kind; collusion with other contractors; regulatory agencies or other third parties; provision of enticements to the Company's officers, directors, employees, agents, successors, assigns, and servants in any form including, but not limited to, gifts, gratuities or other benefits. Without limiting the foregoing, the Contractor represents and warrants to the Company that the Contractor , its Subcontractors , its and their Affiliates, employees, officers, agents and shareholders, have not committed and shall not commit any Prohibited Act.

48.2 If the Contractor, any Subcontractor, any of its or their Affiliates, employees, officers, agents or shareholders, commit any Prohibited Act, then the Company shall be entitled to act in accordance with Sections 48.3 to 48.7 (inclusive) below.

48.3 If a Prohibited Act is committed by the Contractor, any of its Affiliates, or any of its or their employees, officers, agents or shareholders not acting independently of the Contractor and its Affiliates, then the Company shall be entitled to terminate the Agreement for cause, under Section 18.1, by giving written notice to the Contractor, specifying the date on which the Agreement shall terminate.

- 48.4 If a Prohibited Act is committed by an employee or agent of the Contractor or of any of its Affiliates, acting independently of the Contractor and its Affiliates, then the Company may give written notice to the Contractor of termination of the Agreement for cause, under Section 18.1, and the Agreement will terminate IO business days after the date of such notice, unless, within such IO business day period, the Contractor terminates (or arranges for the termination of) such employee's employment or agent's engagement and (where applicable) ensures that the performance of such employee's or agent's obligations in relation to the Agreement are performed by another person.
- 48.5 If a Prohibited Act is committed by a Subcontractor or by an employee or agent of that Subcontractor not acting independently of that Subcontractor, then the Company may give written notice to the Contractor of termination of the Agreement for cause, under Section 18.1, and the Agreement will terminate IO business days after the date of such notice, unless, within such IO business day period, the Contractor terminates the relevant subcontract and ensures that the performance of the Subcontractor's obligations in relation to the Agreement are performed by another person.
- 48.6 If the Prohibited Act is committed by an employee or agent of a Subcontractor acting independently of that Subcontractor, then the Company may give written notice to the Contractor of termination of the Agreement for cause, under Section 18.1, and the Agreement will terminate IO business days after the date of such notice, unless within such IO business day period, the Subcontractor terminates the employee's employment or agent's engagement and ensures that the performance of that employee's or agent's obligations in relation to the Agreement are carried out by another person.
- 48.7 If the Prohibited Act is committed by any person not specified in Sections 48.2 to 48.6 (inclusive) above (or by any person specified in such conditions but acting in a capacity not specified in such conditions) then the Company may give written notice to the Contractor of termination of the Agreement for cause, under Section 18.1, and the Agreement will terminate IO business days after the date of such notice, unless, within such IO business day period, the Contractor (a) arranges for the termination of such person's employment or engagement, and the appointment of their employer or the person who engaged them (where not employed or engaged by the Contractor or any relevant Subcontractor) and (b) ensures that the performance of that person's obligations in relation to the Agreement are performed by another person.
- 48.8 The Company shall specify, in any notice of termination under this Section 48.0 the general nature of the relevant Prohibited Act and the identity of the party whom the Company believes has committed such Prohibited Act.
- 48.9 Without prejudice to the Company's other rights and remedies, the Contractor shall indemnify the Indemnified Parties in full and on demand against all losses, liabilities, costs, claims and expenses incurred directly or indirectly by the Company as a result of the performance of any Prohibited Act by the Contractor, any Subcontractor, any of its or their Affiliates, employees, officers, agents or shareholders, or any the Contractor personnel in connection with the Agreement, its subject matter or any agreements (including any sub-contracts of whatever tier) relating to the Agreement.
- 48.10 Without prejudice to the other provisions of this Section 48.0, the Contractor shall ensure that:
  - 48.10.1 all the Contractor personnel are fully aware of the Company's policies on anti-bribery, anti-corruption, and anti-slavery notified in writing to the Contractor from time to time by or on behalf of the Company and that all Subcontractors and agents (of whatever tier) are engaged upon terms which contain provisions in relation to prevention of bribery, corruption and slavery which are no less onerous than this Section 48.0; and
  - 48.10.2 it has and shall maintain in place throughout the term of the Agreement, its own policies and procedures, (including adequate procedures under the Bribery Act 2010 and the Modern Slavery Act 2015), to ensure compliance with the Company's policies on anti-bribery, anti-corruption and anti-slavery notified in writing to the Contractor from time to time by or on behalf of the Company, and will enforce them where appropriate.
- 48.11 The termination of the Agreement pursuant to this Section 48.0 shall entitle the Company and each of its Affiliates to terminate any other contracts between the Contractor and the Company, or the Contractor and such Affiliate (as appropriate) on written notice to the Contractor, under their respective termination-for-cause provisions.

**48.12** Notwithstanding Sections 24.0 and 44.0, any dispute relating to the interpretation of this Section 48.0 or the amount or value of any gift, consideration or commission shall be determined by the Company, and the Company's decision shall be final and conclusive.

**49.0 RECORDS**

**49.1** The Contractor shall, and shall require Subcontractors, for the Company's benefit, at their own expense, to maintain a method of accounting in accordance with generally accepted accounting procedures and practices with respect to all matters pertinent to the Agreement. In so far as the Contractor's and Subcontractors' books, records, books of account, correspondence, contracts and subcontracts, and vouchers pertain to Work under the Agreement, or claims made by the Contractor for extension of time, costs, or expenses under any provisions of the Agreement, they shall be made available to the Company or its authorized representative for inspection and audit and shall be kept in a manner which (1) adequately permits evaluation and verification of any invoices, payments or claims based on the Contractor's or Subcontractors' actual costs incurred in the performance of the Project and (2) permits the Contractor to furnish the Company an accurate written allocation of the total amount paid for the Project and such further records as may be reasonably required by the Company.

**49.2** The Contractor shall maintain records during the term of the Agreement, including any records relating to the employment or hiring of minorities and/or females, until (1) three years after the expiration of the last expiring warranty, or (2) the expiration of any period for which the Company or its Affiliates are required, by any regulatory agency, to have such records maintained, whichever is later. Additionally, records that relate to disputes, appeals, litigation, or the settlement of claims arising out of the performance of the Agreement shall be retained until such disputes, appeals, litigation, or claims have been finally settled. In lieu of retaining such records the Contractor may deliver such records to the Company at any time after the expiration of the last expiring warranty. The Contractor agrees to make such records available to the Company or its authorized representative at no cost to the Company or its authorized representative for inspection or audit at any time during such period.

**49.3** The Company shall give the Contractor and Subcontractors reasonable notice of any intended inspection or audit of their records.

**49.4** The Company and its authorized representative shall have access, during normal working hours, to all necessary the Contractor and Subcontractor facilities and shall be provided with an adequate and appropriate work space in order to conduct inspections and audits of such records.

**49.5** The Contractor shall require Subcontractors to comply with the provisions of this Section 49.0 for the benefit of the Company.

**49.6** If the Company's inspection or audit identifies any inconsistencies, errors or costs not expended in accordance with the Agreement, the Contractor shall make appropriate adjustments as may be required, including refund to the Company.

**50.0 REGULATORY FILINGS**

**50.1** It is understood and agreed that the Agreement and Purchase Order may be required to be filed with a state regulatory agency having jurisdiction over the Company or one of its Affiliates prior acceptance in order for it to become fully effective and binding.

**50.2** The Company shall promptly take all necessary steps to accomplish such filing, if deemed necessary, and, if so filed, the Agreement will be subject to and conditioned upon the agency's acceptance for filing within 90 days from the date of such filing. The Company agrees to notify the Contractor as soon as practicable of the receipt of agency's acceptance for filing.

**50.3** If the agency's acceptance for filing is not received by the Company, the Agreement will be deemed null and void, and neither party will have any other or further liability to the other for anything arising out of or in connection with these Terms and Conditions, except as may otherwise be mutually agreed to by the Parties.

**51.0 E-COMMERCE/ISNETWORLD**

- 51.1** The Company reserves the right, but shall not be obligated, to (a) convert all terms that are the subject of this transaction to an 'e-commerce' format to enable the Company to conduct its management of and performance under this Agreement over the Internet, and (b) to use the services of a third party provider to furnish or create the required "e-commerce" solution for such Internet capability.
- 51.2** The Company utilizes ISN as the primary contractor information management system for all contractors to gather safety information in order to verify and evaluate the information based on the Company's criteria. The ISN database is designed specifically to pre-qualify and monitor contractors.
- 51.3** The Contractor shall (a) subscribe in ISN, at Contractor's cost; (b) receive a passing Dashboard Grade of "C" or above prior to contract award; and (c) maintain a passing grade as assigned by ISN throughout the lifecycle of the contract.
- 51.4** Contractor is responsible to maintain an active ISN subscription account and have all required information up-to-date in the system.
- 51.5** Contractor will continue to be responsible for ensuring that its Subcontractors are in compliance with all of the Company's safety (and other) standards, and shall ensure Subcontractor data is updated and current in ISN on a continual basis.
- 51.6** If during the project/contract term, Contractor's grade falls below the company's minimal requirements of a "C", the Company has the right to (1) apply a probation period where all work performed by Contractor is temporarily stopped until an investigation is performed; (2) suspend the agreement as provided in Section 19.0, which, as provided in section 19.4 shall not entitle the Contractor additional compensation or an extension of time; (3) terminate the Agreement for cause, in accordance with Section 18.1, if, in the Company's sole opinion, the grade cannot be improved to a passing level within a reasonable time.

Contract between National Grid USA Service Company and **Osmose Utilities Services, Inc. – Rhode Island Mobile Elevated Voltage Inspection Program**

**Exhibit A: Contract Documents Incorporated by Reference**

**Exhibit A – Contract Documents Incorporated by Reference**

Contractor understands and agrees to the following: (a) The documents listed below (“Documents”) are “Contract Documents” under the Agreement between the Contractor and National Grid; (b) Contractor certifies that it has downloaded and/or received these Documents and that the terms and conditions contained therein are incorporated into the Agreement; (c) Contractor will retain a copy of the Documents along with the Agreement and all other Contract Documents in accordance with the terms and conditions of the Agreement, provided however Contractor will retain such documents for its records for at least six (6) years following termination or expiration of the Agreement; and (d) in the event of a conflict between these Documents and any document included in the RFP and Contractor’s corresponding bid response for the Work, the Documents will govern.

**Contract Documents Incorporated by Reference:**

RFP

Contractor’s Proposal

Contract Specification

Contractor Safety Requirements

Supplier Code of Conduct

DOT Contractor Compliance Affidavit

Contractor:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

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**INTRODUCTION**

The purpose of this procedure is to outline the requirements for the equipment elevated voltage testing on National Grid Facilities in New York, Massachusetts and Rhode Island as required by:

1. New York Public Service Commission’s “Electric Safety Standards” issued on January 5, 2005, the New York Public Service Commission’s “Order Adopting Changes to Electric Safety Standards issued and effective on December 15, 2008.
2. New York Public Service Commission’s “Order Requiring Additional Mobile Stray Voltage Testing” issued and effective on July 21, 2010 and the New York’s Public Service Commission “Order Granting Petition In Part and Modifying Electric Safety Standards” issued and effective on March 22, 2013.
3. Rhode Island Public Utilities Commission in Docket 4237 “Order to Establish a Contact Voltage Detection, Repair and Reporting Program” issued on November 9, 2012, and the subsequent order issued on February 1, 2013.
4. Massachusetts Department of Telecommunications and Energy provided a series of recommendations on December 9, 2005, that have been included in this procedure.

While there are variances in requirements between New York, Massachusetts, and Rhode Island driven by particular regulatory requirements in each State, the minimum requirements are based on sound utility practice.

**PURPOSE**

This procedure applies to all personnel involved (employees or contractors) with or responsible for the testing, mitigation/repair and reporting of facilities designated by this EOP for equipment elevated voltage testing. It should be noted that the term “Contact Voltage” has been adopted and is used in the EOP (refer to EOP-DEF).

**ACCOUNTABILITY**

1. T&D Work Methods, Electrical Material & Design Standards
  - a. Update Procedure as Necessary
  - b. Provide personnel guidance and assistance as requested.
2. Operations – Inspection & Maintenance
  - a. Ensure the program as outlined in this EOP is implemented properly and timely.
  - b. Ensure that the program as outlined in the EOP is completed each year.
  - c. Provide qualified personnel to complete equipment elevated voltage testing.
  - d. Ensure all qualified personal have been trained on performing equipment elevated voltage testing.

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3. Quality Assurance Quality Control
  - a. Ensure a QAQC program has been implemented as part of the mandatory requirements for New York and Massachusetts Regulators.
  - b. QAQC Inspector shall randomly audit elevated voltage testing performed to ensure testing completeness and accuracy.
4. Equipment Elevated Voltage Inspector
  - a. Demonstrate the ability to perform equipment elevated voltage testing per this procedure
  - b. Demonstrate the ability to become proficient in the use of the appropriate database.
  - c. Perform walking patrols, collect information, edit data, and guard unsafe facilities.
  - d. Attend the equipment elevated voltage training program and demonstrate competency with the equipment.
5. Learning & Development
  - a. Provide training upon request
6. Distribution Asset Management
  - a. Provide input into program revisions.
  - b. Ensure the equipment elevated voltage program as outlined in this EOP is implemented, budgeted, and sanctioned properly and timely.

**REFERENCES**

NYPSC Order 04-M-0159  
 NYPSC Order Adopting Changes to Electric Safety Standards  
 NYPSC Order Requiring Additional Mobile Stray Voltage Testing  
 RIPUC Docket 4237 Order 20871 (November 9, 2012) and Order 20950 (February 1, 2013)  
 Proposed Rhode Island Electric Contact Voltage Program, Revised October 2, 2012 (Docket 4237)  
 NYPSC Order Granting Petition in Part and Modifying Electric Safety Standards  
 Applicable National Grid Safety Rules & Procedures  
 Testing Equipment Operation Instructions  
 NG EOP-DEF – EOP Definitions

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**1.0 SAFETY REQUIREMENTS**

- 1.1 All work shall be performed in accordance with:
  - 1.1.1 National Grid Employee Safety Handbook
  - 1.1.2 Applicable National Grid EOP's
- 1.2 All applicable and appropriate Personal Protective Equipment (PPE) shall be worn.
- 1.3 The employee in charge of the work shall conduct a written pre-job brief with the employees involved prior to the start of each job. Using the Job Brief Form as an aide, discussions for performing the work should include:
- 1.4 Minimum Approach Distances (MAD) to energized lines or exposed live parts shall be maintained.
- 1.5 Identify if a Process Hazard Assessment (PHA) is required. Refer to NG-EOP G037 "Process Hazard Analysis".
- 1.6 Identify if an ARC flash assessment is required. Refer to NG-EOP G035 "ARC Flash Awareness and Mitigation" and Work Methods Infonet site for Arc Flash Table to determine working distance and energy levels – see link below:  
[http://us3infonet/sites/eng\\_delivery\\_svcs/Pages/ArcFlashMitigation.aspx](http://us3infonet/sites/eng_delivery_svcs/Pages/ArcFlashMitigation.aspx)

**2.0 FACILITIES WHERE EQUIPMENT ELEVATED VOLTAGE TESTING/DOCUMENTATION IS REQUIRED – NEW YORK**

- 2.1 Street Lights and Municipally Owned Facilities
  - 2.1.1 Company owned metallic street lighting standards shall be one hundred percent (100%) tested for equipment elevated voltage annually.
    - a. This test is to be performed while the light is operating.
  - 2.1.2 Municipally owned street light systems that National Grid directly provides energy to shall be one hundred percent (100%) tested for equipment elevated voltage annually.
    - a. National Grid is responsible to complete this testing unless assurances of the completion of required testing and transfer of such test data are made by the appropriate municipality.
    - b. This test is to be performed while the light is operating.
  - 2.1.3 Municipally owned metallic traffic signal standards and accessible devices shall be one hundred percent (100%) tested annually for equipment elevated voltage.

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2.1.4 All street lights identified on public thoroughfares regardless of ownership shall be one hundred percent (100%) tested annually for equipment elevated voltage.

2.1.5 All street lights under a maintenance contract shall be one hundred percent (100%) tested annually for equipment elevated voltage.

a. Exceptions not requiring equipment elevated voltage testing:

- i. Private lighting, park associations, parking lots, fiberglass (or other non-conductive) street light standards.
- ii. Locations where street light standards are not publicly accessible, such as facilities located in the center of highways that cannot be accessed without stopping traffic or creating potentially hazardous situations for the worker and/or public.

2.2 National Grid Electric Substation Fences

2.2.1 Metallic fencing surrounding substations with National Grid Facilities shall be tested for equipment elevated voltage annually. This fencing can be customer owned for customer stations, if a National Grid facility is part of the station.

2.3 Overhead Distribution Facilities

2.3.1 Towers and/or metallic poles with distribution facilities shall be tested for equipment elevated voltage at an annual rate of twenty percent (20%) in conjunction with field inspections on a five-year cycle.

2.3.2 The following equipment on wood distribution poles requires equipment elevated voltage testing at an annual rate of twenty percent (20%) in conjunction with field inspections on a five-year cycle:

- a. Metallic riser guard or conduit (company or non-company).
- b. Uncovered or uninsulated down ground (company or non-company).
- c. Down guy wire (company or non-company).
- d. Any other publicly accessible conductive piece of equipment (company or non-company) on the pole within reach from the ground.

2.3.3 Exceptions: Customer meters and customer meter poles are excluded.

2.4 Overhead Transmission Facilities

2.4.1 Towers and/or metallic poles with transmission facilities shall be tested for equipment elevated voltage at an annual rate of twenty-percent (20%) in conjunction with field inspections on a five-year cycle.

2.4.2 The following equipment on wood transmission poles or structures require equipment elevated voltage testing at an annual rate of twenty-percent (20%) in conjunction with field inspections on a five-year cycle:

- a. Metallic riser guard or conduit (company or non-company).

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- b. Uncovered or uninsulated down ground (company or non-company).
- c. Down guy wire (company or non-company).
- d. Any other publicly accessible conductive piece of equipment (company or non-company) on the pole or structure within reach from the ground.

2.5 Underground Facilities

- 2.5.1 Equipment elevated voltage testing is required on all of the following equipment where accessible to the public.
  - a. All metallic manhole covers, vault covers and grates, junction box covers, and handhole covers at an annual rate of one hundred percent (100%).
- 2.5.2 Pad-mounted transformers and switchgear are tested at an annual rate of twenty percent (20%) in conjunction with field inspections on a five-year cycle.
- 2.5.3 Starting in 2010 and continuing thereafter, unless changed by subsequent order of the NY Public Service Commission:
  - a. Two (2) mobile stray voltage surveys shall be conducted at an annual rate of one hundred percent (100%) in Buffalo
  - b. One (1) mobile stray voltage survey is required to be conducted at an annual rate of one hundred percent (100%) in Albany and Niagara Falls.
- 2.5.4 Exceptions: Non-metallic concrete or fiberglass pads, handholes or pull/splice boxes are not required to be tested.

2.6 Daily Job Site Test Requirements

- 2.6.1 Each job site where National Grid personnel or its contractors complete a work assignment, they shall perform the following:
  - a. Perform an equipment elevated voltage test at the start and at the end of the work day or at the start and at the completion of the assignment. This testing requirement is considered good utility practice and does not require specific documentation.
- 2.6.2 Exceptions:
  - a. Electric substation fencing will not require equipment elevated voltage testing unless scheduled as part of the inspection program or if work was done on the fencing.
  - b. In a storm situation, where mutual aid is required, testing by other than National Grid personnel will not be required.

2.7 Exemptions

- 2.7.1 No testing is required inside a completely fenced in area where access is denied to the general public and where access is only achieved by climbing a fence. Good judgment is required by the tester in these scenarios.

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**3.0 FACILITIES WHERE EQUIPMENT ELEVATED VOLTAGE TESTING/DOCUMENTATION IS REQUIRED – RHODE ISLAND**

3.1 Company Owned Street Lights

3.1.1 Company owned metallic street lighting standards are required to be tested for equipment elevated voltage on a three-year cycle.

3.1.2 Exceptions: Testing shall not be completed at locations where street light standards are not publicly accessible, such as facilities located in the center of highways that cannot be accessed without stopping traffic or creating potentially hazardous situations for the worker and/or the public.

3.2 Overhead Distribution Facilities

3.2.1 Towers and/or metallic poles with distribution facilities shall be tested for equipment elevated voltage at an annual rate of twenty-percent (20%) in conjunction with field inspections on a five-year cycle.

3.2.2 The following equipment on wood distribution poles or structures require equipment elevated voltage testing at an annual rate of twenty-percent (20%) in conjunction with field inspections on a five-year cycle:

- a. Metallic riser guard or conduit (company or non-company).
- b. Uncovered or uninsulated down ground (company or non-company).
- c. Down guy wire (company or non-company).
- d. Any other publicly accessible conductive piece of equipment (company or non-company) on the pole or structure within reach from the ground.

3.3 Underground Facilities

3.3.1 Equipment elevated voltage testing at an annual rate of twenty-percent (20%), to be completed on a five-year cycle:

- a. Metallic manhole covers, vault covers and grates, junction box covers, handhole covers
- b. Pad-mounted transformers, secondary pedestals, and pad-mounted switchgears.

3.3.2 Starting in Fiscal Year 2013 and continuing thereafter, unless changed by subsequent order of the Rhode Island Public Utilities Commission, mobile contact voltage surveys will be performed in designated Contact Voltage Areas (CVA).

3.3.3 The mobile surveys will be performed at an annual rate of twenty-percent (20%), to be completed on a five-year cycle

Exceptions: Non-metallic concrete or fiberglass pads, handholes or pull/splice boxes are not required to be tested.

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3.4 Daily Job Site Test Requirements

3.4.1 Each job site where National Grid personnel or its contractors complete a work assignment:

- a. An equipment elevated voltage test shall be taken at the start and at the end of the work day or at start and at the completion of the assignment. This testing requirement is considered good utility practice and does not require specific documentation.

3.4.2 Exceptions

- a. Electric substation fencing will not require equipment elevated voltage testing unless scheduled as part of the inspection program or if work was done on the fencing.
- b. In a storm situation, where mutual aid is required, testing by other than National Grid personnel will not be required.

3.5 Exemptions

3.5.1 See Section 2.7.1

**4.0 FACILITIES WHERE EQUIPMENT ELEVATED VOLTAGE TESTING/DOCUMENTATION IS REQUIRED – MASSACHUSETTS**

4.1 Company Owned Street Lights

4.1.1 Company owned metallic street lighting standards are required to be tested for equipment elevated voltage at an annual rate of twenty-percent (20%) on a five year cycle.

4.1.2 Exceptions: Testing shall not be completed at locations where street light standards are not publicly accessible, such as facilities located in the center of highways that cannot be accessed without stopping traffic or creating potentially hazardous situations for the worker and/or public.

4.2 Overhead Distribution Facilities

4.2.1 Towers and/or metallic poles with distribution facilities shall be tested for equipment elevated voltage at an annual rate of twenty-percent (20%) in conjunction with field inspections on a five-year cycle.

4.2.2 The following equipment on wood distribution poles or structures require equipment elevated voltage testing at an annual rate of twenty-percent (20%) in conjunction with field inspections on a five-year cycle:

- a. Metallic riser guard or conduit (company or non-company).

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- b. Uncovered or uninsulated down ground (company or non-company).
- c. Down guy wire (company or non-company).
- d. Any other publicly accessible conductive piece of equipment (company or non-company) on the pole within reach from the ground.

4.3 Underground Facilities

4.3.1 Equipment elevated voltage testing at an annual rate of twenty-percent (20%), to be completed on a five-year cycle:

- a. All metallic manhole covers, vault covers and grates, junction box covers, handhole covers
- b. Pad-mounted transformers, secondary pedestals, and pad-mounted switchgears.

4.3.2 Exceptions: Non-metallic concrete or fiberglass pads or handholes or pull/splice boxes are not required to be tested.

4.4 Daily Job Site Test Requirements

4.4.1 Each job site where National Grid personnel or its contractors complete a work assignment:

- a. An equipment elevated voltage test shall be taken at the start and at the end of the work day or at the start and at the completion of the assignment. This testing requirement is considered good utility practice and does not require specific documentation.
- b. In a storm situation, where mutual aid is required, testing by other than National Grid personnel will not be required.

4.4.2 Exceptions

- a. Substation fencing will not require equipment elevated voltage testing unless scheduled as part of the inspection program or if work was done on the fencing.
- b. In a storm situation, where mutual aid is required, testing by other than National Grid personnel will not be required.

4.5 Exemptions

4.5.1 See Section 2.7.1

**5.0 TEST EQUIPMENT**

5.1 A hand held device (proximity detection unit) that is capable of detecting voltage from 5 to 600 VAC.

5.2 A portable AC digital high impedance volt meter must have the ability to take readings with and without an input load impedance of 500 ohms.

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- 5.3 The handheld devices utilized shall be certified by an independent test laboratory as being able to reliably detect voltages from 5-600 VAC. The following units have been certified:
  - 5.3.1 HD Electric Stray Voltage Detector model LV-5
  - 5.3.2 Fluke 85
  - 5.3.3 Fluke 87
  - 5.3.4 Fluke 170 series or equivalent
  - 5.3.5 Fluke 175
  - 5.3.6 Fluke 177
  - 5.3.7 Fluke 179
  - 5.3.8 Fluke 187
  - 5.3.9 Fluke 189
- 5.4 Mobile Contact Voltage Detection Equipment:
  - 5.4.1 Narda 8950/10 Stray Voltage System
  - 5.4.2 SVD2000 Stray Voltage Mobile Detector

**6.0 TEST PROCEDURE**

- 6.1 Job Safety Requirements
  - 6.1.1 At minimum, the following information shall be communicated to all personnel at the beginning of each shift for equipment elevated voltage testing:
    - a. Structures are never to be touched with a bare hand while performing the tests, only the proximity detector or meter probe is to be used to make contact with the facilities.
    - b. Appropriate PPE shall be worn.
    - c. Each individual needs to be aware of his/her surroundings at all times.
    - d. Make sure to observe all traffic before entering a street.
    - e. Traffic safety vest (DOT Compliant Class III) shall be worn at all times when exposed to traffic. Be aware that when bending down, the visibility benefits of the traffic safety vest are diminished.
    - f. Obey all traffic control devices.
    - g. When working in the street, face oncoming traffic whenever possible.
- 6.2 Measurements for detecting elevated voltages will be performed in accordance with the following:
  - 6.2.1 Initial measurements for the presence of voltage shall be made using a certified proximity detection unit, refer to Section 5.3

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- a. To verify the proper operation of the proximity detector, follow operating instructions for the particular unit being utilized, this is to be done daily.
  - b. After verification that the detection unit is working, approach the area/equipment to be tested. The proximity detector will illuminate prior to touching the area/equipment being tested if voltage is present. If the proximity detector does not illuminate in close proximity to the area/equipment touch the area/equipment to be tested with the probe of the unit.
- 6.2.2 If voltage is detected, re-test using a portable AC voltmeter (The 500 ohm resistor is NOT used in this initial test):
- a. Measurements with a portable AC voltmeter shall be taken on clean bare metallic surface (structure, ground wire, etc.)
  - b. When using a portable AC voltmeter, connection shall be made to suitable neutral or ground source with the common (black) lead.
    - 1. In locations where the neutral or ground point is at a distance in excess of the voltmeter lead length
      - i. The connection to the neutral/ground shall be made with up to 25' of # 16 stranded copper lead wire (covered).
      - ii. The other end of which shall be securely connected to the common (black) probe of the meter.
      - iii. When using such "extension leads" appropriate care shall be taken in the placement of such leads so as to not create a physical hazard to workers, pedestrian or vehicular traffic.
    - 2. In locations where a system ground is not available, or the existing ground registered voltage upon the proximity test
      - i. A metal rod shall be firmly embedded into the earth to a minimum depth of 6" to create a ground reference point for the measurement to be taken.
      - ii. An alternate method is available for obtaining a ground reference point utilizing an aluminum plate in lieu of driving a ground rod. The reference point should be as close as practicable to the facility being tested to simulate an equipment elevated voltage touch potential situation (3' to 4'.) On occasion longer leads may be necessary to find undisturbed earth (up to 25'.)
  - c. The "live" meter (red) probe lead shall then be placed into contact with the structure under inspection to determine the voltage.

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1. Voltage readings greater than 30 volts AC shall be recorded in the database for the site.
  2. For voltage readings less than 30 volts, install a 500 ohm input load impedance resistor on the volt meter. Take another voltage measurement and record this voltage in the database for the site.
- 6.2.3 Measurements for elevated voltages/contact voltage using mobile technology will be performed in accordance with the following:
- a. Mobile testing is performed by contract crews driving pre-determined routes in Contact Voltage Areas searching for elevated voltage levels.
  - b. The equipment used is mounted to vehicles and detects contact voltage levels greater than 1 volt while driving at speeds of up to 25 mph near underground facilities.
  - c. Once elevated voltages are detected the crew stops and performs a thorough check with certified manual testing equipment to determine if there is contact voltage present.
- 6.2.4 Any positive indications by either mobile testing or hand held tools shall be followed up with voltage measurements on the target structures.
- a. Voltage measurements shall be taken in accordance with Section 6.2.2 above.
  - b. The investigators shall verify that a suitable ground (i.e. a ground that is not energized) is used as a reference. Ground source location shall be marked with tape, paint or flag for future testing of repair work.
- 6.2.5 A Total Harmonic Distortion (THD) test method will be implemented as a pilot for Rhode Island mobile elevated voltage testing. THD will be determined by the use of a Fluke Power Quality clamp meter or a Fluke scope meter both of which have the ability to measure THD.

**7.0 CORRECTIVE ACTION REQUIREMENTS FOR EQUIPMENT ELEVATED VOLTAGE FINDINGS**

7.1 Manual Testing

7.1.1 New York

If equipment elevated voltage condition is found and verified by the Test Procedure in Section 6.0, the site is to be guarded by a person or a protective barrier until made safe by Company personnel or if municipally owned, made safe by the owner or company.

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- a. If the voltage measures less than 1 volt and is found to be consistent with system operation design (no visual evidence of a problem upon review) **No further action is required.**
- b. If the voltage measures greater than or equal to 1 volts and less than 4.5 volts:
  - i. The asset can either be guarded in person or by a protective barrier that prevents public contact.
  - ii. Contact your supervisor for required action. Sound judgment shall be utilized in this application.
- c. If the voltage measures greater than or equal to 4.5 volts:
  - i. It shall be guarded by an equipment elevated voltage inspector or a Company employee that has been trained to stand by on energized facilities.
  - ii. Immediate response is required using the notification in Section 7.3.

7.1.2 Massachusetts and Rhode Island

If equipment elevated voltage condition is found and verified by the Test Procedure in Section 6.0, the site is to be guarded by a person or a protective barrier until made safe by Company personnel or if municipally owned, made safe by the owner or company.

- a. If the voltage measures less than 4.5 volts and is found to be consistent with system operation design (no visual evidence of a problem upon review) **No further action is required.**
- b. If the voltage measures greater than 4.5 volts and less than 8 volts:
  - i. The asset shall be guarded in person or by a protective barrier that prevents public contact.
  - ii. Contact your supervisor for required action. Sound judgment shall be utilized in this application.
- c. If the voltage measurement is greater than 8 volts:
  - i. It shall be guarded by an equipment elevated voltage inspector or a Company employee who has been trained to stand by on energized facilities.
  - ii. Immediate response is required using the notification in Section 7.3.

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7.2 Mobile Testing

7.2.1 Rhode Island Total Harmonic Distortion Pilot

Under the Total Harmonic Distortion (THD) pilot in Section 6.2.5, if during mobile testing of the Contact Voltage Area the voltage measures greater than 1 volt and less than 4.5 volts and has a total harmonic distortion of less than 10% the voltage will be considered contact voltage.

- a. These areas will be safeguarded from the public and permanent repairs will be made.
- b. If the total harmonic distortion is greater than 10% (no visual evidence of a problem upon review) **No further action is required.**

7.2.2 New York and Rhode Island

In the event of an elevated/contact voltage finding on an electric facility or a street light, all publicly accessible structures and sidewalks within a minimum 30 foot radius of the electric facility or street light must be tested for stray voltage.

7.3 The following notification process for personnel to respond shall be utilized.

7.3.1 Notification by location:

- a. New York Regional Control Center 1-877-716-4996
- b. New England Regional Control Center, North
  - 1. Western, Central, North & Granite 1-508-421-7879
- c. New England Regional Control Center, South
  - 1. Southeast, South Shore & Ocean State (RI) 1-508-421-7885

7.3.2 Inform the System operator that this is an equipment elevated voltage call, and provide the following information:

- a. Inspector name, Company (if not National Grid)
- b. Address where the problem is identified; include facility number, circuit number, ownership, type of equipment and unique ID.
- c. Voltage found and whether they are physically guarding or leaving the site after flagging and installing a protective barrier. National Grid personnel or designee will be assigned to respond.

7.4 Temporary repairs may be used to mitigate the equipment elevated voltage thereby removing the need to guard the site.

7.5 Permanent repairs to the equipment shall be made within 45 days of the occurrence, except as noted in Section 7.6

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- 7.6 If permanent repairs cannot be made within 45 days due to extraordinary circumstances, the company shall periodically perform site visits to monitor the condition of the temporary repair. For New York, all exceptions shall be identified and justified in the annual reporting of the program to the NYPSC.
- 7.7 The contractor and/or equipment elevated voltage Inspector may detect a minimal voltage level that is attributable to the design of the facility and not the result of an improper condition, no corrective action is required in this instance.
- 7.8 Angel Guards
  - 7.8.1 Individuals conducting the equipment elevated voltage tests on street light standards shall have a supply of “Angel guards” available for installation if the cover is missing or wires are found to be exposed to the public at the time of testing.
  - 7.8.2 Angel guards shall only be installed after the testing of the street light standard is complete and there is no indication of equipment elevated voltage above 1 volt (NY) and 4.5 volts (RI and MA)
  - 7.8.3 Repairs have been completed to correct the equipment elevated voltage.
- 7.9 The equipment elevated voltage inspector shall report any potentially hazardous conditions found on National Grid facilities seen visually during the survey process.
- 7.10 Customer Owned Equipment
  - 7.10.1 Where the Company finds equipment elevated voltage above the allowable thresholds and identifies its source as customer-owned equipment:
    - a. The Company shall guard the site and notify the customer or a responsible person, as appropriate, that a potentially hazardous situation exists.
    - b. The Company shall advise the customer or responsible person that the cause of the equipment elevated voltage shall be immediately remedied.
  - 7.10.2 Company personnel are encouraged to work with the customer to determine and rectify the problem. If the customer agrees to accept the Company’s assistance, the Company may charge a reasonable cost for this effort.
    - a. The Company may temporarily remove a customer’s meter or take such other actions as are appropriate and necessary to protect the public.

**8.0 EQUIPMENT ELEVATED VOLTAGE DATABASE**

- 8.1 The equipment elevated voltage database will be populated with information that is collected by the inspector using a hand-held device. The database shall be easily searchable for information and reporting.

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8.2 The equipment elevated voltage inspector shall populate the following Information fields for manual testing:

|                             |   |
|-----------------------------|---|
| Survey Date                 | Inspectors Name                             |
| Region                      | GPS Taken                                   |
| District                    | Pre-load Match                              |
| Contractor                  | Equipment EV Test Required                  |
| GIS ID/Asset # (Unique ID)  | Voltage Found Y/N                           |
| Facility Type               | Voltage Measurement                         |
| Owner                       | Type of Equipment (Appendix A)              |
| Feeder/Circuit              | Immediate Action Taken                      |
| Line #                      | Person Notified                             |
| Tax District                | Permanent Repair Date                       |
| Pole/Structure/Equipment ID | Type of Repair                              |
| Street Name                 | Person Responsible for repair (Employee ID) |

8.3 Information fields required to be completed for facilities for mobile testing

|                             |                                    |
|-----------------------------|------------------------------------|
| Survey Date                 | Street Name                        |
| Region                      | GPS taken                          |
| District                    | Voltage Found Y/N                  |
| Contractor                  | Voltage Measurements               |
| Facility Type               | Type of Equipment (see Appendix A) |
| Owner                       | Immediate Action Taken             |
| Pole/Structure/Equipment ID | Person Notified                    |
| Permanent Repair Date       | Type of Repair                     |

**9.0 NEW YORK ANNUAL REPORTING AND CERTIFICATION REQUIREMENTS**

- 9.1 Each Regional program supervisor shall provide certification to the program manager that the Region they supervise has complied with the equipment elevated voltage testing and inspection program as ordered by the PSC.
- 9.2 The program manager shall provide certification to the Vice President Distribution Network Strategy and the Senior Vice President of Customer Operations & Maintenance that the organization has complied with the equipment elevated voltage testing and inspection program as ordered by the PSC.
- 9.3 Written certification of the completion and results of every equipment elevated voltage test and inspection shall be completed, as well as a certification that all unsafe conditions identified have been remediated by appropriate company personnel.
- 9.4 The President or officer with direct responsibility for overseeing the equipment elevated voltage testing and inspection shall provide an annual certification to the NYPSC that the Company has tested all of its publicly accessible conductive surface electric facilities and all street lights, as well as completed all required inspections.

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- 9.5 The President or officer with direct responsibility for overseeing facility inspections shall provide an annual certification to the Commission that the utility is in compliance with its inspection program and has inspected the requisite number of electric facilities. Additionally, at the end of the five-year inspection cycle, the officer shall certify that all of the utility’s electric facilities have been inspected at least once.
- 9.6 The annual reporting and certification is required by February 15 of each year. In addition to certifications, it shall address the following:
  - 9.6.1 Details the results of equipment elevated voltage test results and inspections conducted over the 12-month period ending December 31 of the prior calendar year.
  - 9.6.2 Addresses the performance mechanism contained in Section 10 of the PSC Order Adopting Changes to Electric Safety Standard effective December 15, 2008 (December 15, 2008 Order).
  - 9.6.3 Contain certification described in 9.3, 9.4 and 9.5 of this section.
  - 9.6.4 Contain a breakdown of the voltage findings in a tabular format as detailed in Attachment 1 of the December 15, 2008 Order; for all findings that result in a reading of 1 V or more after completion of mitigation efforts, a detail report of company efforts shall be provided.
  - 9.6.5 Contain a breakdown of the shock reports received from the public as detailed in Attachment 2 of the December 15, 2008 Order.
  - 9.6.6 Discussion of the analysis undertaken on the causes of the stray voltage within the Company’s electric system, the conclusions drawn there from, the preventative and remedial measures identified, and the Company’s plan to implement those measures.
  - 9.6.7 Description of the priority levels used to gauge the severity of a deficiency, including repair timeframes, and details the requirements for training personnel to properly identify and categorize the deficiencies.
  - 9.6.8 Contain a breakdown of facilities to be inspected, unique inspection conducted per year, and the cumulative number of unique inspections conducted to meet the five year requirement.
  - 9.6.9 Contain a breakdown of the deficiencies found, permanent repair actions taken by year, whether a repair was completed within the required timeframe, and the number of deficiencies awaiting repair. This information should be provided on a yearly basis by priority level and by equipment groupings as detailed in Attachment 3 of the December 15, 2008 Order.
  - 9.6.10 Contain a review and analysis of the inspection results. The review should identify areas of concern along with remedial actions or future plans to alleviate inadequacies in current program assets.

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- 9.6.11 Description of the quality assurance program along with the results from quality assurance activities conducted during the year.
- 9.6.12 Any additional information that is pertinent to the issues addressed by the safety standards should also be included.
- 9.7 The Company shall file reports on their mobile stray voltage testing with the Secretary of the New York PSC within 45 days after completion of the mobile testing or February 15, of each year. The filing shall include the historic results and costs associated with the manual test program in each area listed in Section 2.5 of this procedure.
- 9.8 The Company is required by the December 15, 2008 Order to have independence in the quality assurance program required by the order. The management and personnel performing the quality assurance activities shall be separate from those performing the required stray voltage testing and inspection activities.
- 9.9 The Company shall maintain its written certification and other documentary proof of its testing at its' Albany, Buffalo, and Syracuse office facilities. These documents shall be made available to the public for review upon request.

**10.0 MASSACHUSETTS REPORTING REQUIREMENTS**

- 10.1 National Grid shall submit an annual report that includes the following:
  - 10.1.1 Annual reports that list inspection and testing data, including number of inspections conducted by equipment type.
  - 10.1.2 Number of equipment elevated voltage events detected by inspection personnel versus call-ins or notification by third parties.
  - 10.1.3 Variance reports on current year inspection targets.
  - 10.1.4 Equipment elevated voltage events detected on equipment that is not included in equipment elevated voltage equipment inspection schedules (which will enable the Massachusetts DPU to determine if the company is inspecting and testing the correct equipment).
  - 10.1.5 Number of exceptional or non-routine events that required reporting to OSHA or other government organizations due to injuries or other substantive impacts
  - 10.1.6 Description of the quality assurance program along with the results from quality assurance activities conducted during the year.

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**11.0 Rhode Island Reporting Requirements**

- 11.1 National Grid shall submit an annual Contact Voltage Compliance report that includes the following in a searchable form:
  - 11.1.1 Event record number
  - 11.1.2 Location of testing
  - 11.1.3 Date and time of testing
  - 11.1.4 Company or customer asset
  - 11.1.5 Failed equipment type
  - 11.1.6 Voltage recorded
  - 11.1.7 Personal injuries to members of the public, pets or property damage
  - 11.1.8 Any other equipment involved and age
  - 11.1.9 Prior incidents at this location in the past five years
  - 11.1.10 Corrective actions taken at the location and date taken
  - 11.1.11 Number of customers if service is interrupted while making repairs
  - 11.1.12 Duration of interruption
  - 11.1.13 Summary of investigation into cause of the incident
  - 11.1.14 Number of calls to the company “shock” line
  - 11.1.15 Total repair costs by Contact Voltage Area
  - 11.1.16 All information as provided for in Section 8.3

The Company will provide a summary of the above information as part of the report. In addition, the Company will include a recommendation for which specific CVAs will be tested the following year, whether there are any recommended changes to the CVAs and whether there are any advances in technology for detection of elevated voltages.

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**12.0 TYPE OF EQUIPMENT - APPENDIX A**

| TYPE                        | CODE | EQUIPMENT DESCRIPTION                    |
|-----------------------------|------|--|
| Distribution                | 910  | Pole                                     |
|                             | 911  | Regulator                                |
|                             | 912  | Sectionalizer                            |
|                             | 913  | Recloser                                 |
|                             | 914  | Ground                                   |
|                             | 915  | Guy                                      |
|                             | 916  | Riser                                    |
|                             | 917  | Switch Handle Mechanical Operated        |
|                             | 929  | Distribution – Other (use comments)      |
| Transmission                | 930  | Pole                                     |
|                             | 931  | Tower                                    |
|                             | 932  | Guy                                      |
|                             | 933  | Ground                                   |
|                             | 934  | Riser                                    |
|                             | 935  | Switch Hand Mechanical Operator          |
|                             | 949  | Transmission – Other (use comments)      |
| Underground                 | 950  | Handhole                                 |
|                             | 951  | Manhole                                  |
|                             | 952  | Switchgear                               |
|                             | 953  | Transformer                              |
|                             | 954  | Vault – Cover/Door                       |
|                             | 969  | Underground – Other (use comments)       |
| Street Light                | 970  | Handhole                                 |
|                             | 971  | Standard                                 |
|                             | 979  | Street light – Other (use comments)      |
| Customer Street Light/Other | 980  | Handhole                                 |
|                             | 981  | Standard                                 |
|                             | 989  | Customer SL/Other – Other (use comments) |
| Traffic Control             | 990  | Handhole                                 |
|                             | 991  | Standard                                 |
|                             | 992  | Control Box                              |
|                             | 993  | Pedestrian Crossing Pole                 |
|                             | 999  | Traffic control – Other (use comments)   |

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**13.0 EXCEPTION APPROVAL**

- 13.1 It is recognized that situations may arise that are not covered by this procedure
- 13.2 When this occurs, an exception may be approved
- 13.3 The person in charge of the work shall
  - 13.3.1 Develop a work plan detailing
    - a. The need for an exception to the EOP
    - b. Additional safeguards to be employed
  - 13.3.2 Provide the work plan to and obtain approval from all of:
    - a. The manager in charge of the work
    - b. The manager of T&D Work Methods
    - c. A manager from Safety
  - 13.3.3 Alternatively approval may be obtained from a designee of any of the above
- 13.4 If agreement cannot be obtained at the manager level
  - 13.4.1 The request shall be forwarded to the Director levels
    - a. Director's may assign a designee
- 13.5 After approval is obtained.
  - 13.5.1 The work plan shall be reviewed with all workers who will participate in the job
    - a. All workers need to agree on the work plan
    - b. Document the exception on the job brief
- 13.6 T&D Work Methods shall publish a Memorandum documenting the approval
  - 13.6.1 A copy of the work plan shall be included
  - 13.6.2 Such memorandum shall be sent to all stakeholders and approvers
  - 13.6.3 The memo shall be stored for the record

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**14.0 REVISION HISTORY**

| <u>Version</u> | <u>Date</u> | <u>Description of Revision</u>  |
|----------------|-------------|---|
| 1.0            | 04/01/11    | This document supersedes document dated 08/17/09.   |
| 2.0            | 09/30/13    | This document supersedes document date 04/01/11.  |
| 3.0            | 04/19/18    | Revised the following:<br>Formatting changes, broke paragraphs into subsections<br>Accountability Section, Added "Quality Assurance Quality Control" group and removed "Network Strategy" and replaced with "Asset Management"<br>Removed the Definitions Section<br>Section 1 Added new "Safety Requirements" section<br>2.0 Renumbered section to revised listing<br>2.1.1 – 2.14 Revised language to include the percent rate of 100%<br>3.3.1 Added percent rate of 20% for underground testing in Rhode Island<br>4.11 Added percent rate of 20% for street light testing in Massachusetts<br>4.3.1 Added percent rate of 20% for underground testing in Massachusetts<br>7.3.1b.c Revised phone numbers for Northborough control center<br>7.8 Added "Angel Guard" Title and revised subsections<br>8.0 Database requirements, added language and formatted facilities list<br>13.0 7. Added new Exception Approval Section |

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## **FY21-23 Mobile Contact Voltage Testing Program Scope of Work**

### **1. Objective**

On June 6, 2012, the contact voltage statute, R.I. Gen. Laws § 39-2-25, was signed into law. This statute required the Rhode Island Public Utilities Commission (“Commission”) and the Rhode Island Division of Utilities and Carriers (“Division”) to initiate a proceeding to establish a contact voltage program for The Narragansett Electric Company d/b/a National Grid (“National Grid” or the “Company”). Under the contact voltage program, National Grid is required to submit to the Commission a program designed to implement appropriate procedures to detect contact voltage on publicly accessible surfaces, such as sidewalks, roadways, storm drains, and streetlights that can become energized by faults to the electric underground distribution system. The Company is required to conduct this RFP and will report the results back to the Commission.

### **2. Definitions**

**Stray Voltage:** A voltage resulting from the normal delivery and/or use of electricity (usually smaller than 10 volts) that may be present between two conductive surfaces that can be simultaneously contacted by members of the general public and/or their animals. Stray voltage is caused by primary and/or secondary return current, and power system induced currents, as these currents flow through the impedance of the intended return pathway, its parallel conductive pathways, and conductive loops in close proximity to the power system. Stray voltage is not related to power system faults, and is generally not considered hazardous.

**Contact Voltage:** A voltage resulting from abnormal power system conditions that may be present between two conductive surfaces that can be simultaneously contacted by members of the general public and/or their animals. Contact voltage, which can exist at levels that may be hazardous, is caused by power system fault current as it flows through the impedance of available fault current pathways. Contact voltage is not related to normal system operation.

### **3. Scope of Work**

Proposed work is field testing, investigation, and documentation of contact voltage using mobile electric field detectors. Contractor personnel will survey the electric distribution system in designated contact voltage areas of Rhode Island that are approved by the Rhode Island Public Utilities Commission (RIPUC or Commission) by driving a mobile sensor over public roads. The designated contact voltage risk areas include Newport, Pawtucket, Providence, Westerly and Woonsocket, and any additional areas approved by The Commission.

The Contractor will maintain data on each day’s activities, each voltage condition detected, and progress towards the goal of completing a specified number of mobile surveys within a designated timeframe. The Contractor will provide daily progress reports and frequent spreadsheet updates/database uploads. The Contractor will also be

required to provide detailed, auditable records of the survey and any contact voltages detected.

The Company is requesting pricing for the survey and testing of all Designated Contact Voltage Risk Areas as set forth below:

- Complete Survey and Testing of 100% of the Designated Contact Voltage Risk Areas annually in 2020, 2021, and 2022.
- Complete Survey and Testing of 50% of the Designated Contact Voltage Risk Areas annually in 2020, 2021, and 2022.
- Complete Survey and Testing of 20% of the Designated Contact Voltage Risk Areas annually in 2020, 2021, and 2022.

Pursuant to the Pricing Sheet, please provide a bid price, by year and area percentage, to complete the survey and testing of all Designated Contact Voltage Risk Areas. The Company shall direct the percentage of the Designated Contact Voltage Risk Areas requiring survey and testing annually (20%, 50%, or 100%), and all pricing shall be valid for the annual period specified regardless of the Designated Contact Voltage Risk Area percentage surveyed and tested in any prior or subsequent year.

Note: the Company shall not be bound to any set quantities or financial liabilities, except for services ordered and received. The Company reserves the right, at its sole discretion, at any time, for any reason, by notice to the Contractor, to terminate any agreement resulting from this RFP in whole or in part without cause, and such termination shall not constitute breach of contract.

Note: the schedule and percentages above may be altered, as required by the Company.

The Company will consider multiple vendors. Vendors may bid on the entire work package (testing and site-safety for all designated contact voltage areas) or one part of the work package (testing for all contact voltage areas and/or site-safety). A list of designated contact voltage risk areas to be scanned and tested is attached as Appendix 1 - Grid Maps and Schedule.

### **3.1. Coverage Requirements**

Contractor will perform surveys of designated contact voltage that will cover publicly accessible surface roads in the designated contact voltage areas, *excluding* highways, parkways, tunnels, bridges, roads within city parks as well as identified private property. Specific territory is designated on the maps accompanying this RFP in Appendix 1 - Grid Maps and Schedule.

### **3.2. Testing Timeframe**

Testing shall be performed during night hours, when streetlights are on. Testing will be conducted between 9:00 p.m. – 5:00 a.m. or 10:00 p.m. – 6:00 a.m., depending on

the sunlight/sunset schedule to ensure that mobile surveying is performed when the streetlights are illuminated. During the time of testing, site safety resources will be required to respond to any contact voltage conditions found.

### 3.3. Contact Voltage Testing & Field Investigations

As the mobile detector vehicle moves through the survey environment, when there is an indication of an E-field anomaly, the operators must stop the vehicle and perform a manual field investigation for the presence of contact voltage. The manual field investigations will require the use of hand tools and testing of all metal surfaces and sidewalks within 30 foot radius of the point of where the Mobile unit indicates the presence of anomalous electric fields. To perform the field investigation, the Contractor must use a handheld E-field detector and the HD LV-5 Direct Contact Low Voltage Detector. If the handheld E-field detector or HD LV-5 gives a positive indication, the contractor will take a voltage reading using an approved multi-meter per National Grid EOP-G016 equipped with a Company approved 500 ohm shunt resistor. For any reading greater than or equal to 1V, the Contractor will also take a third harmonic measurement.

When performing a field investigation, the surfaces to be tested should include, but are not limited to, the following:

- National Grid facility covers, including those underneath parked vehicles
- Streetlights, traffic signals, pedestrian crosswalks and signs
- Street furniture (phone booths, bus shelters, other fixed items)
- All other metal items in or on the pavement, or touchable from publicly accessible walkways, such as curbs, fences, awnings, etc. (Investigators must not enter a customer's private fenced yards or property or the interior of buildings to check for voltage conditions).

Any positive indications by either handheld tool should be followed up with multimeter measurements on the target structures. Voltage measurements must be taken with an approved multi-meter per National Grid EOP-G016 and an approved 500 $\Omega$  shunt resistor and without the 500 $\Omega$  shunt resistor. The investigators must verify that a suitable ground (i.e. a ground that is not energized) is used as reference. Ground source location must be marked with tape, paint or a flag for future testing of repair work.

For any contact voltage measurements detected with a 500 $\Omega$  shunt resistor that are greater than or equal to 4.5 volt, a third harmonic measurement using an approved multi-meter must be taken. The details of all the contact voltage finding for each E-field detection (including false positives) location must be documented and voltage measurements greater than or equal to 4.5 volt identified with a Fluke multi-meter and 500 $\Omega$  shunt resistor must be reported to the Company. See Section 6 Corrective Action Requirements for Elevated Voltage Findings of the Company's EOP – G016.

The Contractor is responsible for training field personnel to operate the detector vehicles, handheld E-field detector, HD LV-5 detector, and approved multi-meter per National Grid EOP-G016 with a Company-approved 500 $\Omega$  shunt resistor. Contact voltage findings greater than or equal to 4.5V measured with a 500 $\Omega$  shunt resistor or greater than 1 volt and less than 4.5 volts and with a THD reading less than 10%, as discussed in item 2 below, must be reported to the Company as energized equipment using the *Stray Voltage Notification Process* (see section 4.5 of Company EOP-G016). Reported voltage readings greater than or equal to 4.5V with the shunt resistor should be rounded to one decimal number (example 4.6V or 23.5V).

1. Guarded for the purpose of this requirement is defined as guarded by a person or a protective barrier that prevents public contact if the elevated equipment voltage found is greater than 4.5 volts.

2. If the voltage measures greater than 1 volt and less than 4.5 volts and is found to be consistent with system operation design (no visual evidence of a problem upon review) the vendor will conduct a total harmonic distortion test (“THD”) to determine appropriate mitigation for any elevated voltage. THD will be determined by the use of a Fluke power quality clamp meter or a Fluke scope meter both of which have the ability to measure THD. Voltages that have greater than ten percent (“10 %”) THD will be considered part of a normally operating electrical system, and no further action is required. In instances where the THD reading is less than 10%, this voltage can be the result of faulted phase conductors and will be considered as contact voltage and be mitigated to prevent public contact as set forth in (3) and/or (4) below.

3. If the voltage measured is determined to be contact voltage equal to or greater than 1 volt and less than 8 volts it can either be guarded in person or by a protective barrier that prevents public contact.

4. For voltages equal to and greater than 8 volts the Contractor must assemble a safety set-up, consisting of cones/barriers/tape, around the energized surface to prevent member of the public and their pets from coming in contact with the contact voltage. The area where energized equipment is found must be immediately and continuously safe-guarded until properly relieved by a National Grids repair crew, or by the Contractor’s own site-safety personnel. The safety set-up is to remain on location until the contact voltage condition is mitigated by the repair crew.

### **3.4 Field Investigation Equipment**

The Contractor is responsible for providing all tools required for the contact voltage identification process. The Contractor is also responsible for providing barrier tape, cones, approved digital multi-meters per National Grid EOP-G016, extended ground test leads, 500 $\Omega$  shunt resistors, handheld E-field detectors, HD

LV-5 Direct Contact Low Voltage Detectors, and any other tools needed to perform the field tests and studies. All material, equipment, and tools used by the Contractor are subject to Company approval.

### **3.5 Multiple Energized Structures at a Single Location**

If at the same location, multiple structures/surfaces are found energized, the following reporting rules apply:

1. If there are multiple energized objects, other than street/traffic lights, found at the same location, report each object as a separate incident. In other words, each energized object found will be assigned a unique incident number. For example, if a hydrant, a section of sidewalk (specify approximate dimensions i.e. 5' x 3'), and a manhole cover (if cover is labeled 'Electric' please note), are energized, then three unique (separate) incidents should be reported.
2. Only the energized objects at a location should be reported. For example, if objects on the sidewalk, such as a fire hydrant is found energized but the sidewalk itself is not energized, then only the incidents should be reported.
3. If there are multiple energized objects including a street/traffic light, each should be reported as separate incidents.
4. Multiple metal pole lamps at the same intersection are multiple incidents and should be reported separately, supplying unique incident number.

## **4. Support Services**

The mobile contact voltage survey process requires field support from (including but not limited to the following) site-safety personnel, office support, field overseers, personnel to manage data, tools, etc. Except for site-safety personnel, these services shall be included as part of the cost of testing.

### **4.1. Site-Safety Services**

Where contact voltage is found and voltage measured with shunt resistor is greater than or equal to 4.5 volts, the testing contractor crews will stand by the location to protect the public and their pets from coming into contact with the energized structure(s). The site-safety contractor ("SSC") will be the first person dispatched to the area to allow for the testing crew to continue surveying. The site-safety contractor must respond to the location in their own vehicle. Once voltage greater than or equal to 4.5 V is confirmed using a voltmeter (multi-meter) and 500 ohm shunt resistor, the following should occur:

1. Testing personnel set up large cones or vertical stanchions with barrier tape at least 3 feet away from all sides of the energized structure to direct pedestrian traffic away from the area.
2. Testing personnel requests site-safety and remains on location until site-safety arrives.

3. Upon arrival, the SSC should position the vehicle in such a manner as to be as close as possible to the coned-off area with an unobstructed view of the area to be safeguarded. SSC will remain on location until relieved by a National Grid repair crew/representative

4. While the SSC is on location he/she is required to remain alert and aware of his/her surroundings at all times. The SSC must situate his/her vehicle in such a manner as to be as close as possible to the coned-off contact voltage area and with an unobstructed view of this area. The SSC cannot leave the location unguarded unless alternative site-safety arrangements have been made (i.e. SSC representative provides SSC relief to use the facilities, etc. on job locations).

#### **4.2 SSC Training & Oversight**

The Company will provide basic training to a Contractor representative(s) in safeguarding of structures under a train-the-trainer approach. The Contractor is responsible for training all Contractor employees and ensuring their staff is all qualified to perform site-safety services. The Contractor must provide documentation to the Company of the names and dates when Contractor personnel were trained and qualified. The Contractor must have site-safety oversight to ensure that all SSC are correctly performing their job functions and to address any issues/needs of the SSC personnel.

#### **4.3. SSC Tool Requirements**

SSCs need to respond to locations using their own vehicles. The SSC is responsible for ensuring that each site-safety contractor has a vehicle to commute between location and a mobile phone to use to make all required notifications and be contacted by.

#### **4.4. Site-Safety Assignment Process**

The site-safety person will be dispatched directly by the Testing Contractor.

#### **4.5. Site-Safety Dispatch via Testing Contractor**

Once the Testing Contractor determines that an SSC is needed on location, testing contractor dispatch will contact the SSC dispatch and request an SSC. The Testing Contractor will provide the SSC the incident number(s), the location, the contact voltage object, voltage measurement, third harmonic measurement and ground reference.

The SSC is expected to arrive on location immediately after receiving the call from the Testing Contractor. When responding to an intersection location, only one site-safety person per intersection is required unless the intersection is extremely large and/or the site-safety person would not have line of sight access to all safety setups at all times. No more than two site-safety positions shall be allowed at any one

intersection. The Company must be able to contact Site-Safety at all time, as long as there are SSCs out on locations, regardless of whether testing is being conducted.

## **5. Documentation**

Accurate and timely documentation is required and is critical to the success of the project.

### **5.1. Daily Reporting**

The testing contractor shall send a report at the end of the testing shift to the Company listing each contact voltage condition found. The report should include, address, on street, cross street, object where voltage was detected; voltage measured with and without shunt resistor, third harmonic reading, latitude and longitude coordinates, and date/time condition was found. Updates will be made daily to the Company sent via email by 8am the morning after each testing day.

### **5.2. Site-Safety Report (via email or phone)**

A Site Safety Report will be sent daily to the Company and include each event reported with incident number, date/time SSC arrived on location, SSC status (i.e. still on location, date/time SSC was relieved from location), address, street and cross street, number of site-safety personnel on location, who the SSC was relieved by. In addition, the site-safety contractor must provide the Company via email with status updates with this information throughout the day and night until all SSC(s) have been relieved from the location.

### **5.3. Contact Voltage Report**

A Contact Voltage Report will be sent daily to the Company and include a list of contact voltage conditions found during the shift by incident number, date/time reported, voltage measured with/without shunt resistor reported, object/surface energized, object badge, location and type of ground reference used with markings, location address, street and cross street, latitude and longitude.

### **5.4. City Mileage and Events Report**

A City Mileage and Events Report will be sent daily to the Company and for each designated contact voltage area list the number of vehicles deployed, events reported, the mileage covered during the night's shift, and the cumulative total of the events reported and mileage covered.

### **5.5. Method of Tracking Completion**

Completion of routine survey area will be tracked by covering all streets and marking off defined grid maps. The Company shall provide detailed GPS LAT/LON locations

of Underground testing areas that clearly define the testing area within each designated contact voltage area. The Contractor must maintain master maps and mark off streets until all contact voltage areas have been completed

### **5.6. Field Use Maps**

For easier use in the field, the Contractor should generate smaller scaled versions of the attached GPS LAT/LON locations. These maps are ideally suited for use in the field as the crew can easily see the streets they are working on and can mark off progress easily with highlighter markers.

### **5.7. Marking of Paper Maps and GPS Tracking**

Documentation of survey progress should be performed by using either paper or electronic maps. Paper maps or enlargements of the supplied UG distribution maps, can be marked with highlighters to track progress. The Contractor must keep a master set of maps for each survey, and highlight the completed streets and designate contact voltage areas in real time as progress is made (not after the survey). The marked-up maps are a deliverable at the conclusion of the project and will be maintained on file in the case the electronic data is unclear.

The GPS coordinates in decimal format of each event should be submitted on a daily basis in the Event Report, including the other details of the events.

## **6. Information Resources Requirements**

The Contractor is responsible for assigning a dedicated Data Manager for this project who shall be accountable for:

- Maintaining the data exchanges;
- Supervising dispatch staff to ensure timely and accurate completion of daily and weekly reports;
- Support electronic data collection and downloads;
- Liaison with the Company's personnel overseeing the project to resolve any data inconsistencies or requests.

### **6.1. Data Collection, Recording, and Transmittal**

Field investigators shall record data for each investigation they perform and for each contact voltage they detect using the on-board computer. The manual data entry required is the manual marking up of maps and the completion of the job information document to be given to the SSC.

Each investigation requires, at a minimum:

- Date of event
- Time of event

- Address
- Cross street
- Voltage detected w/ and w/o shunt resistor

Each contact voltage detected requires, in addition:

- Energized surface (manhole, streetlight, fence, etc.)
- Third harmonic measurement
- Ground reference-point used and marked to make voltage measurement (e.g. hydrant, curb, or ground rod). When using a ground rod for the reference point, a flag must be used to identify the location of the ground rod. (i.e. Dig Safe push-in flags)
- Street/traffic light badge number (metal pole lamps only)

The Contractor shall submit sample reports for Company approval at least one week prior to the start of the survey program. Daily progress reports in Microsoft Excel format shall be sent to the Company by 8:00 a.m. each day. The Daily Report Template must be approved by the Company.

## 7. Quality Assurance and Control

The Contractor shall implement quality control procedures to ensure accuracy of data collection. The Company has the following quality control requirements and expectations:

**1. Vehicle Calibration:** Daily calibration and maintenance of calibration log. Contractor shall use an energized test source to test the responsiveness of the vehicles before and after each shift. A written log shall be maintained by the drivers to ensure the sensitivity of the detector is relatively steady over time. The test source should be proposed by the Contractor and must be approved by the Company. An example is a metal plate between two insulated plastic sheets mounted on the wall. Significant deviation from previously reported values should be reported to the Company representatives and a different vehicle, if available, may be used for the day.

**2. Work In Progress Audits:** Company personnel will conduct ride-along visits to ensure that vehicle operation, field investigation, data entry, and data retrieval are all being performed properly. Any discrepancies will be documented and addressed at the time of identification and correction will be made immediately. The work in progress audits shall be performed with each operating crew during the first four weeks. The Company may extend the duration of the initial work in progress audits. After the initial period, the Company will conduct periodic ride-along visits as needed.

**3. Data Audits:** Contact voltage jobs reported are identified by an incident number. The Company will reconcile jobs reported with jobs received daily to ensure that no jobs are missed. Site-safety standby start/end times will also be

checked against Company records to maintain accurate and fair reporting and billing. Data Manager will be responsible to resolve any disputes arising from data conflicts of this nature.

The Company requires that the Testing Contractor provide resources to investigate contact voltage conditions with Company personnel, where the testing contractor reported finding contact voltage but the Company was unable to substantiate the reported contact voltage findings. Such meets may be during the same shift or may have to be scheduled outside of the routine testing schedule. The investigation of such unsubstantiated reports will be at no additional cost to the Company. Field meets that need to be conducted outside of the routine schedule will be scheduled with the testing contractor at least a day in advance.

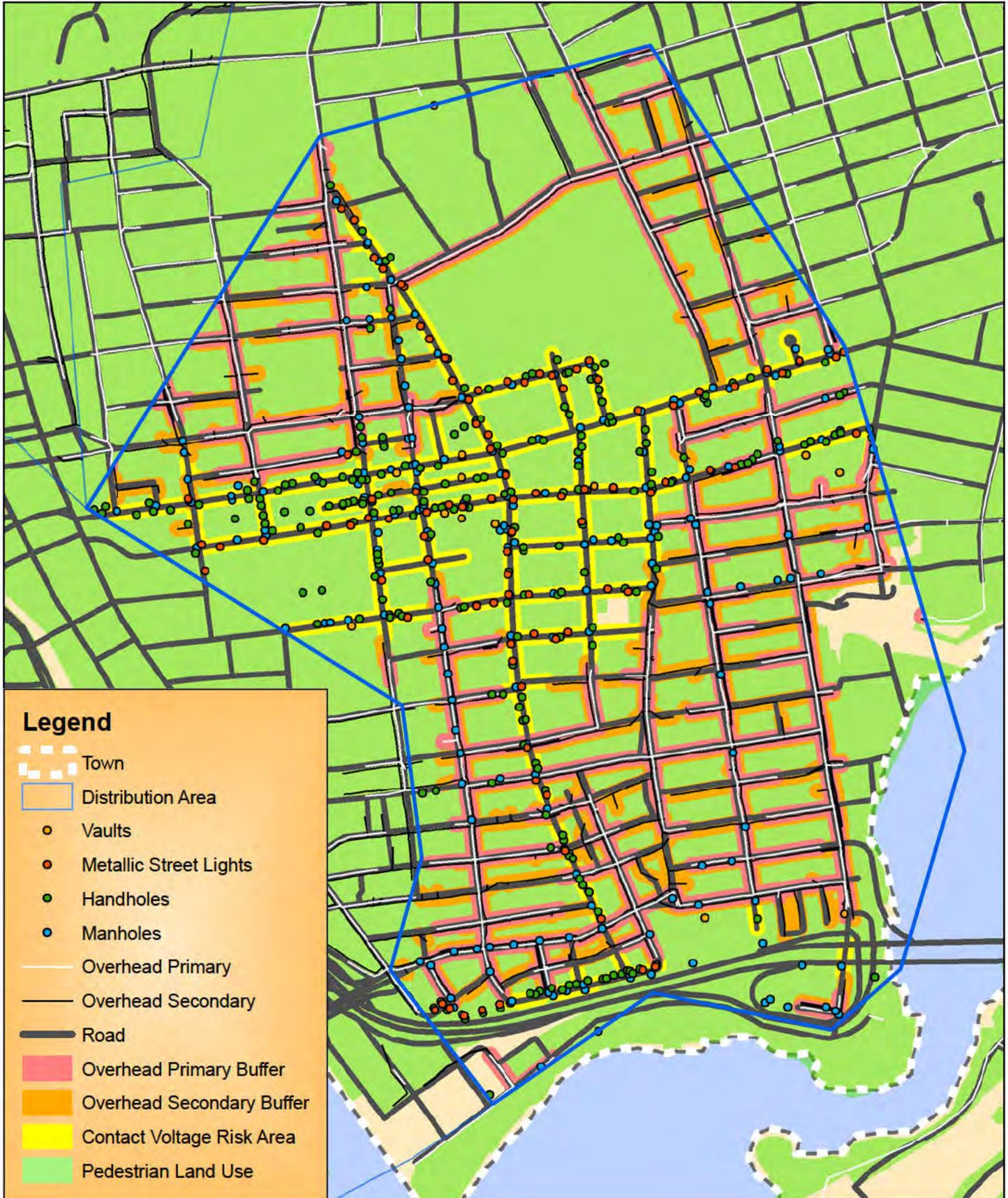
### **7.1. Suspension of Work**

In response to most holidays, testing will be suspended (and consequently the need for site-safety services as well, unless already on a contact voltage location) on the following dates due to the holidays. Similar suspension of testing due to Company-observed holidays will apply subsequent timeframes.

- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving

Note: Holidays will change with Calendar year.

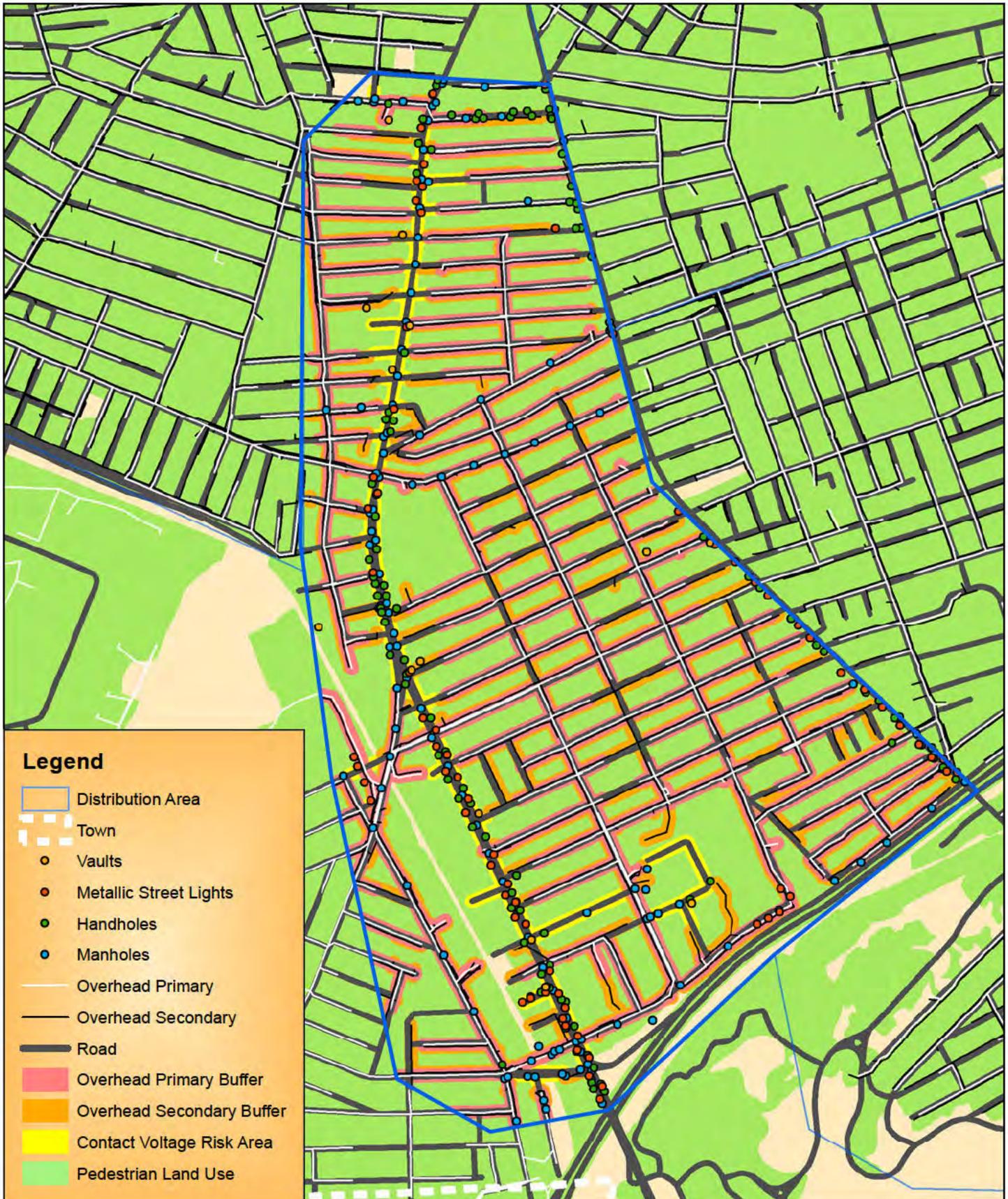
# Contact Voltage Risk Area College Hill, Providence, RI



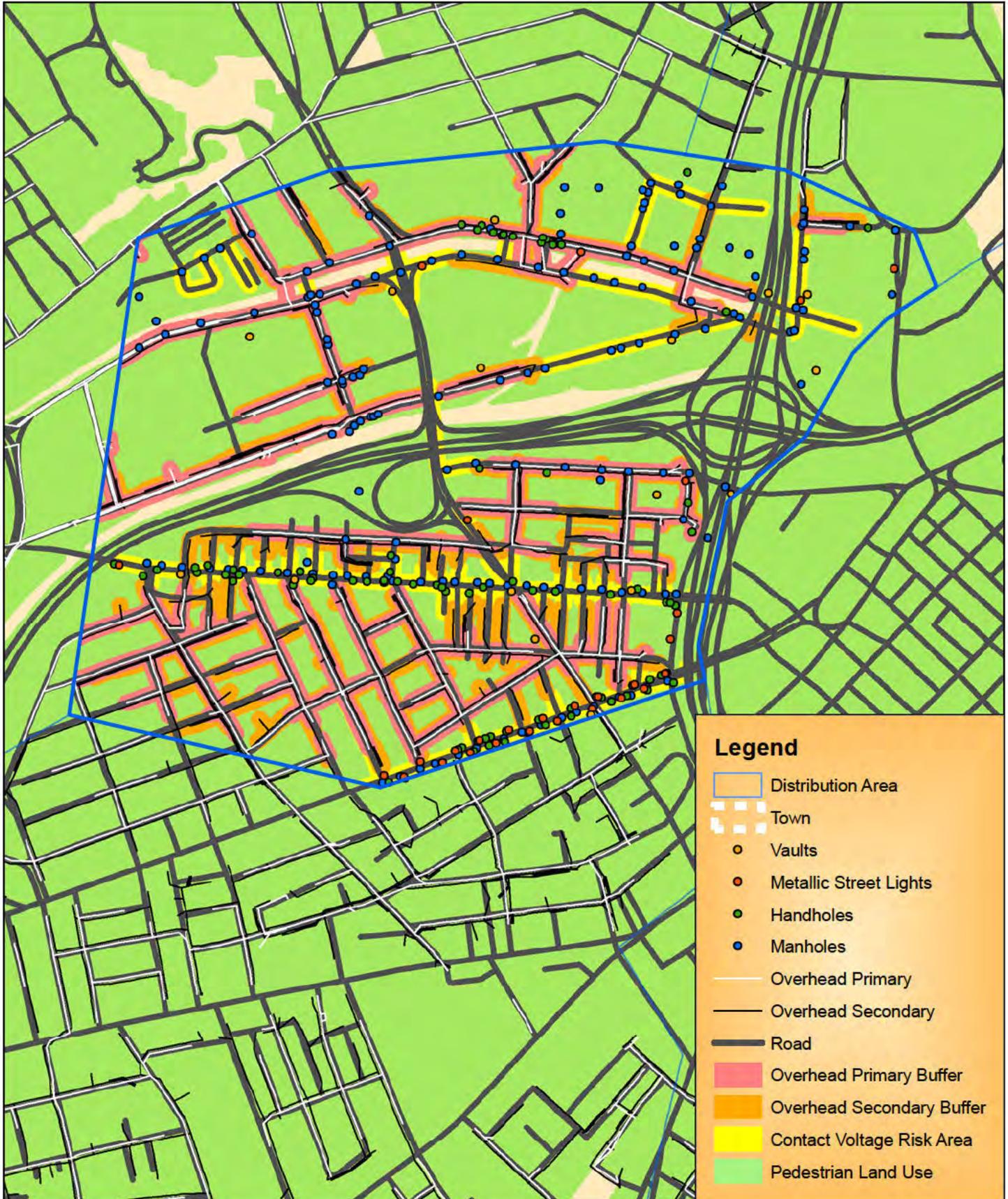
# Contact Voltage Risk Areas Downtown Providence, RI



# Contact Voltage Risk Area Elmwood, Providence, RI



# Contact Voltage Risk Area Federal Hill, Providence, RI



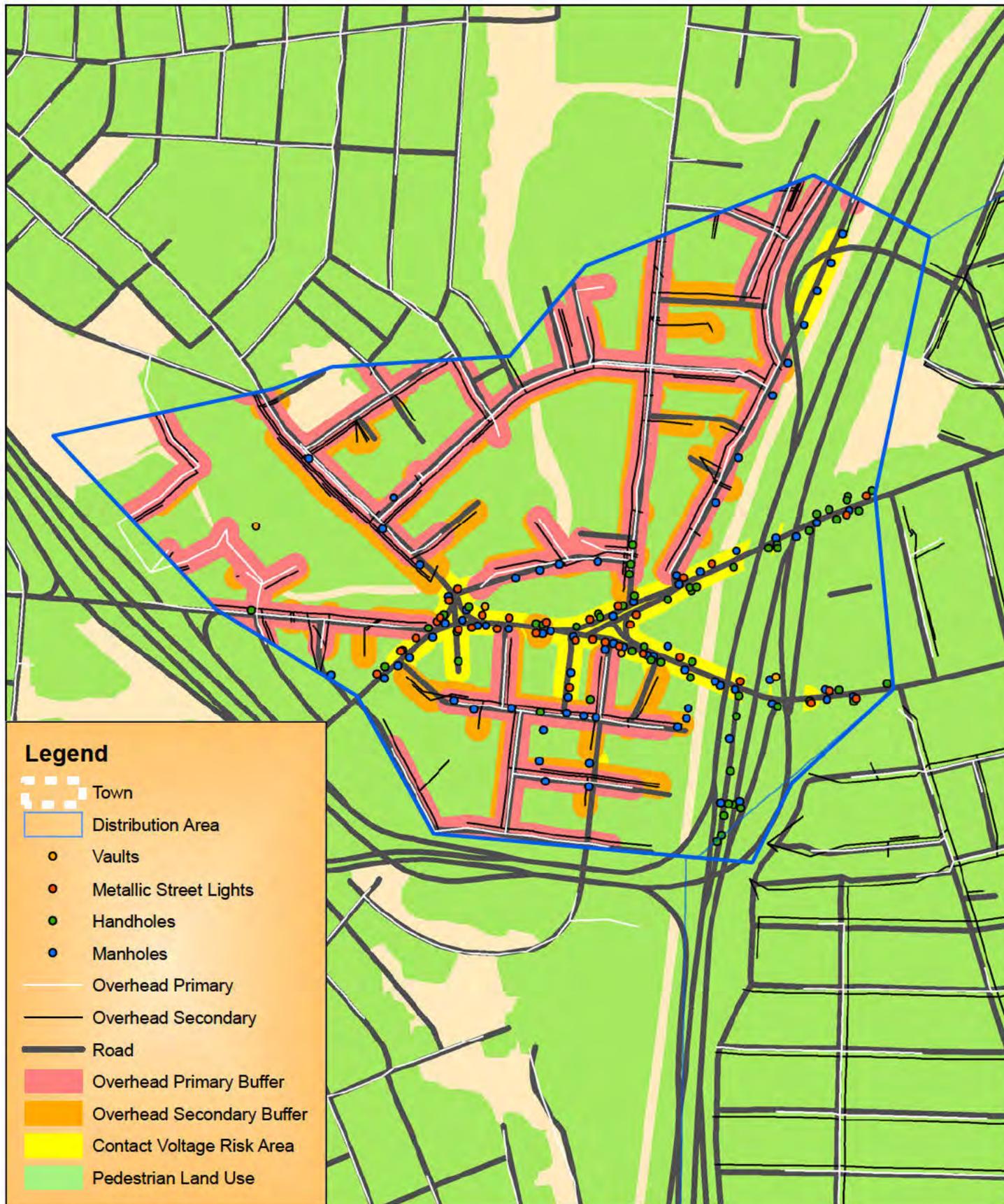
# Contact Voltage Risk Area Lower South Providence, RI



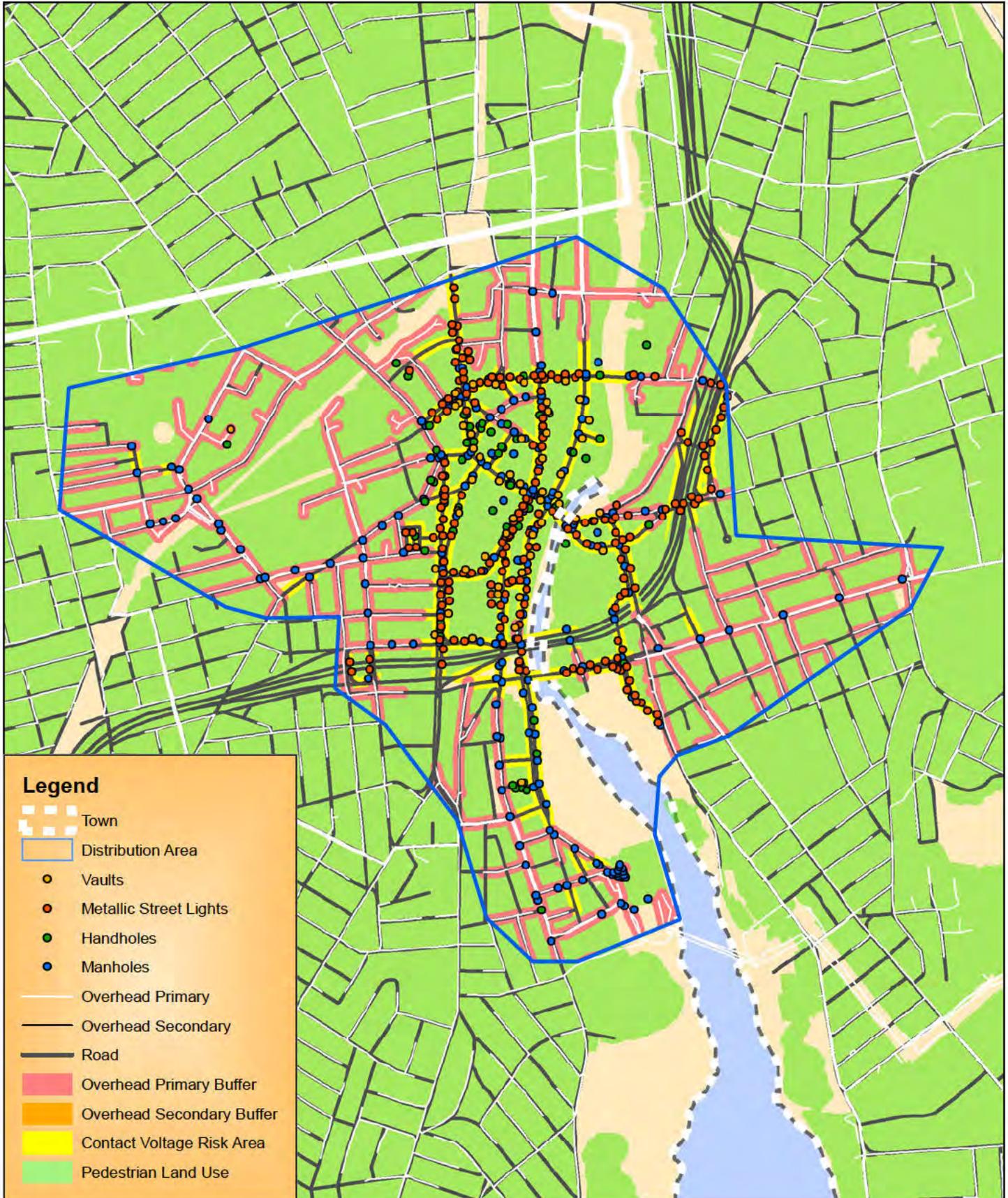
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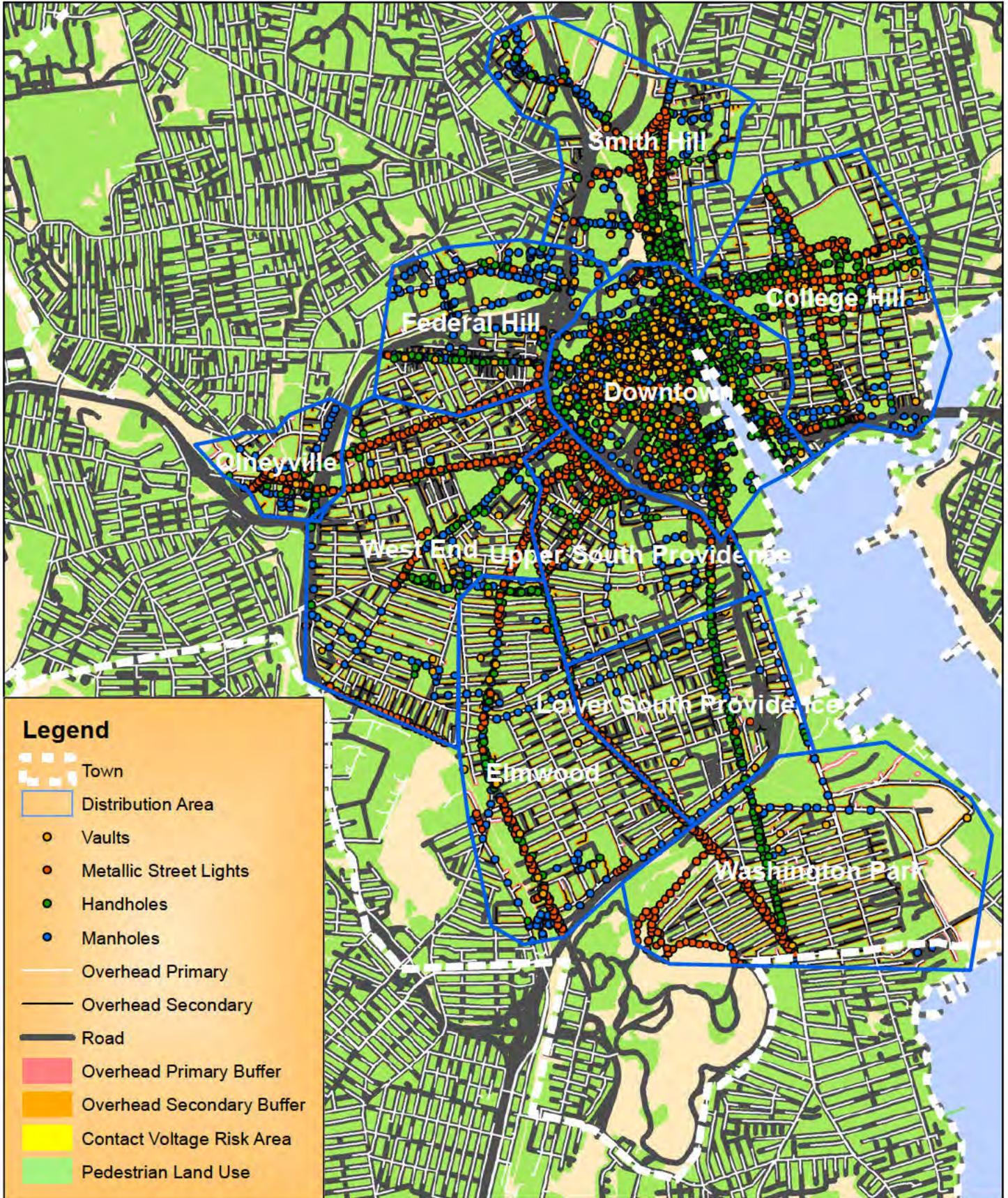
# Contact Voltage Risk Areas Olneyville, Providence, RI



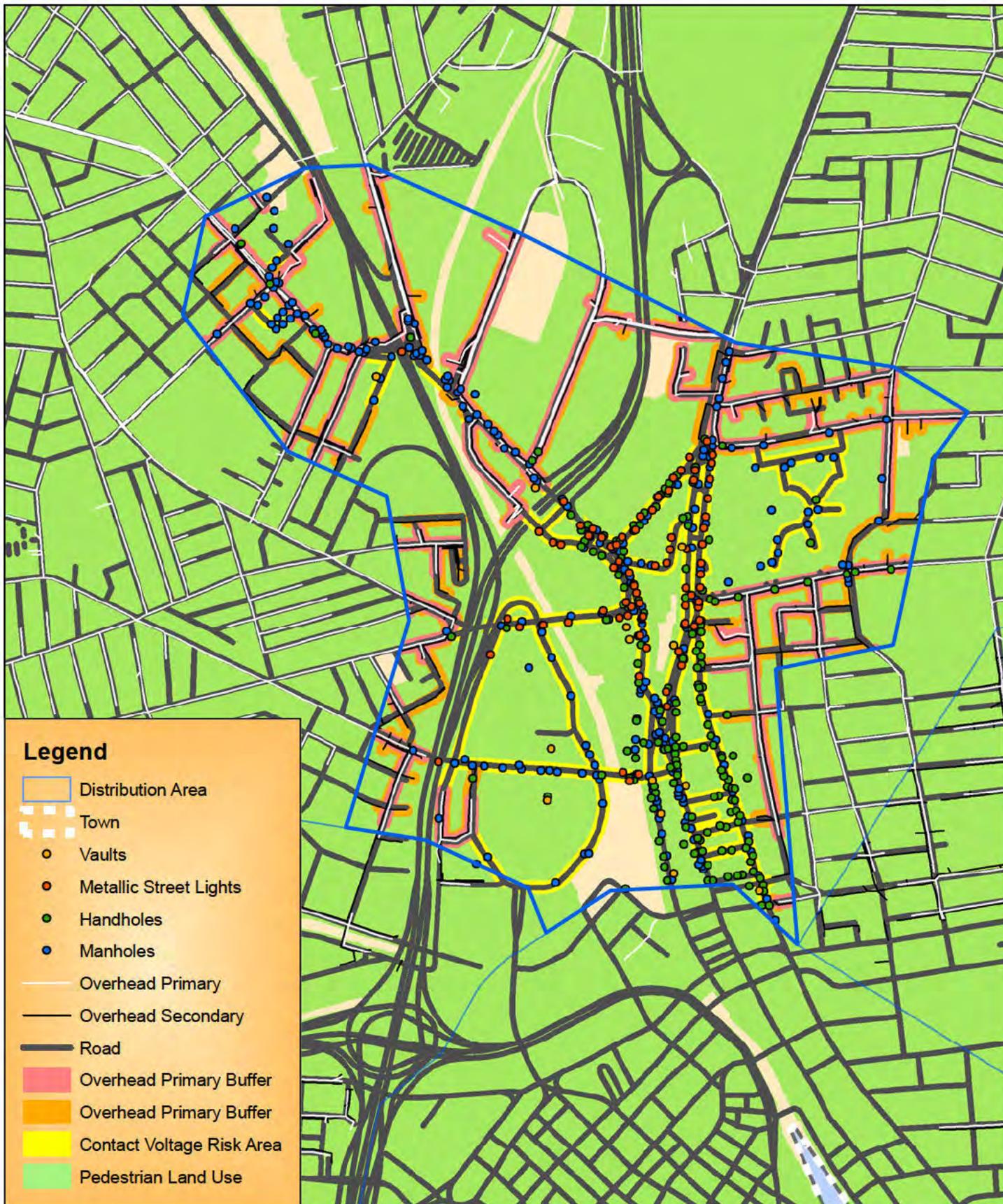
# Contact Voltage Risk Area Pawtucket, RI



# Distribution Areas Providence, RI



# Contact Voltage Risk Area Smith Hill, Providence, RI



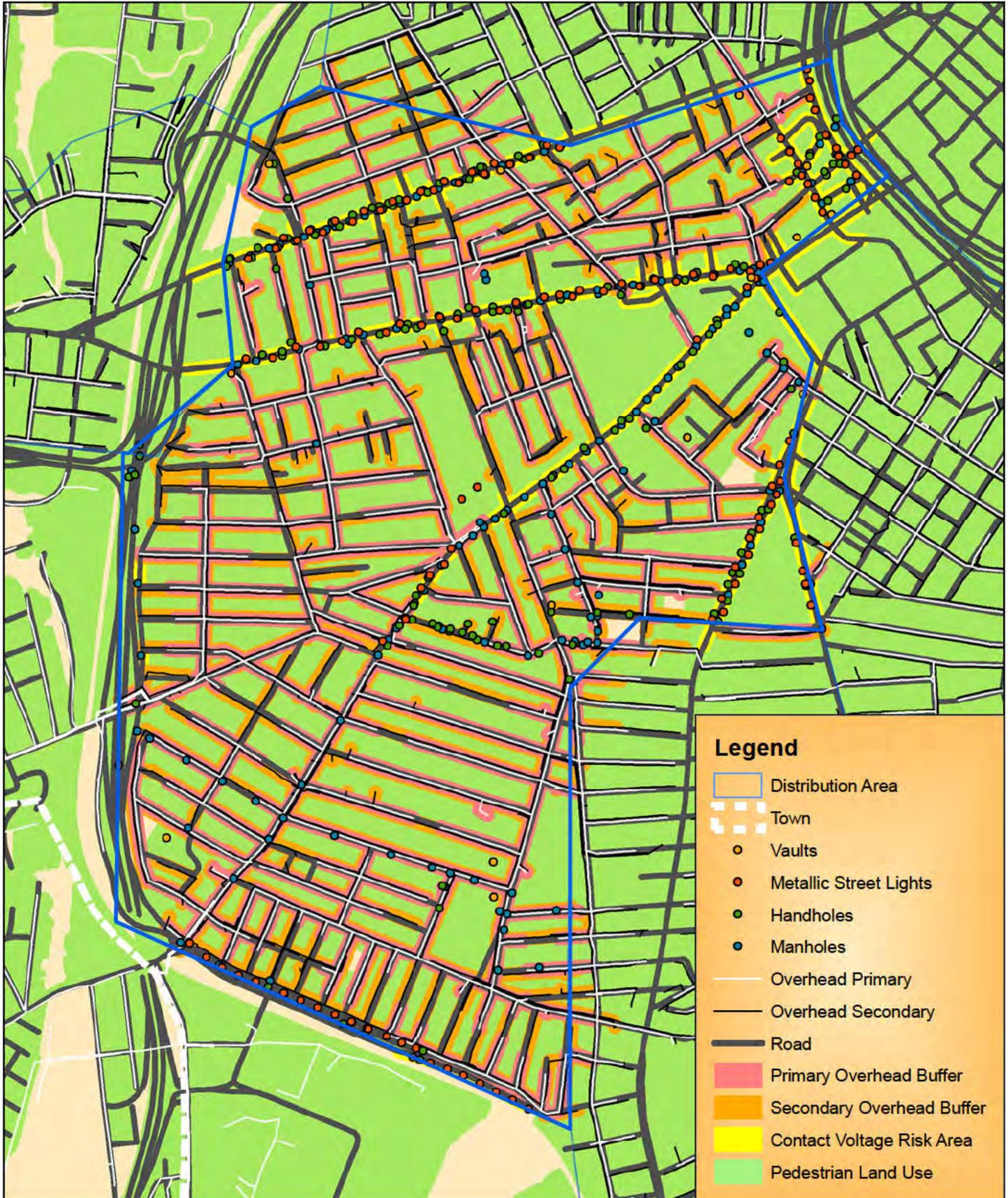
# Contact Voltage Risk Area Upper South Providence, RI



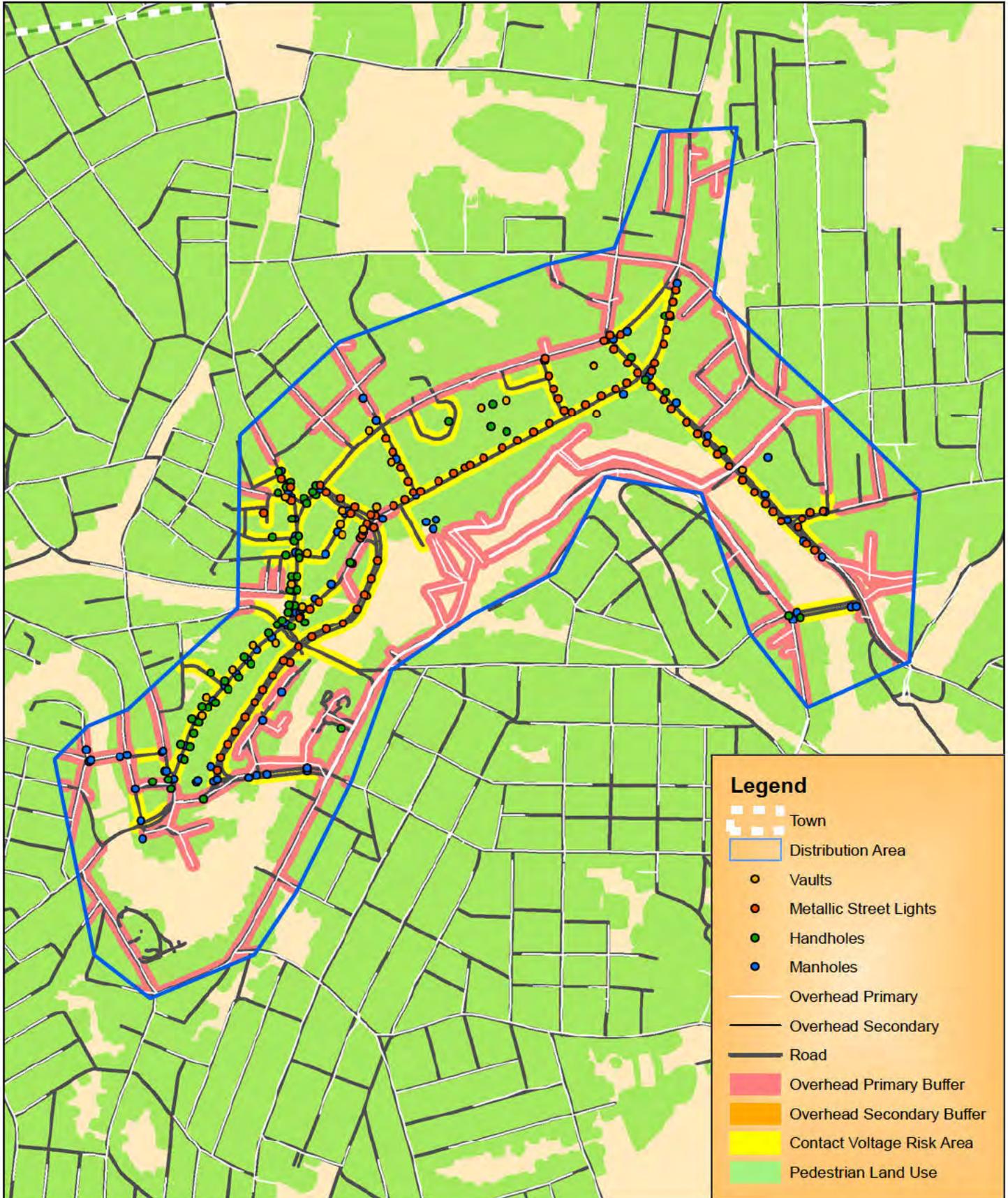
# Contact Voltage Risk Area Washington Park, Providence, RI

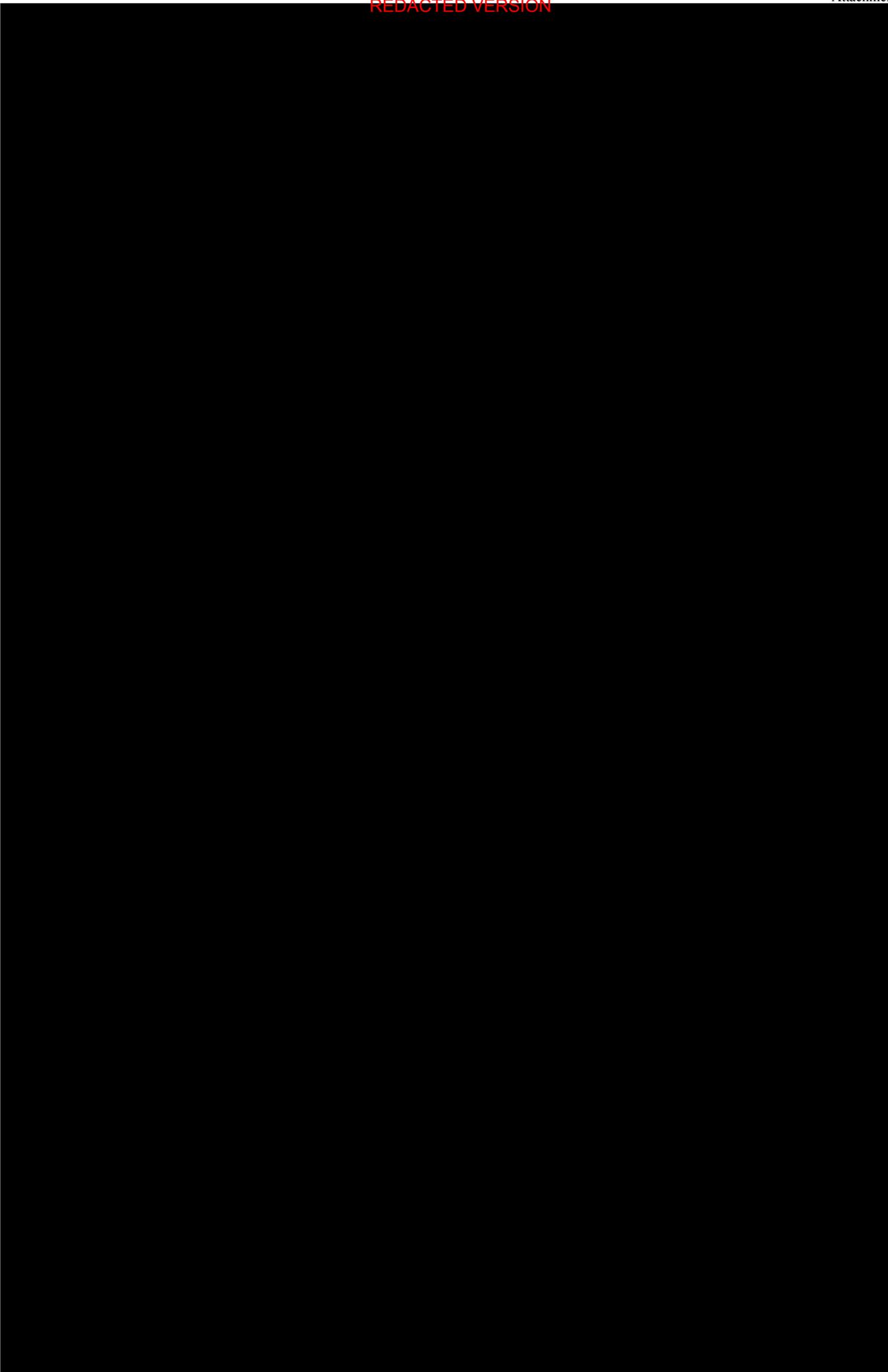


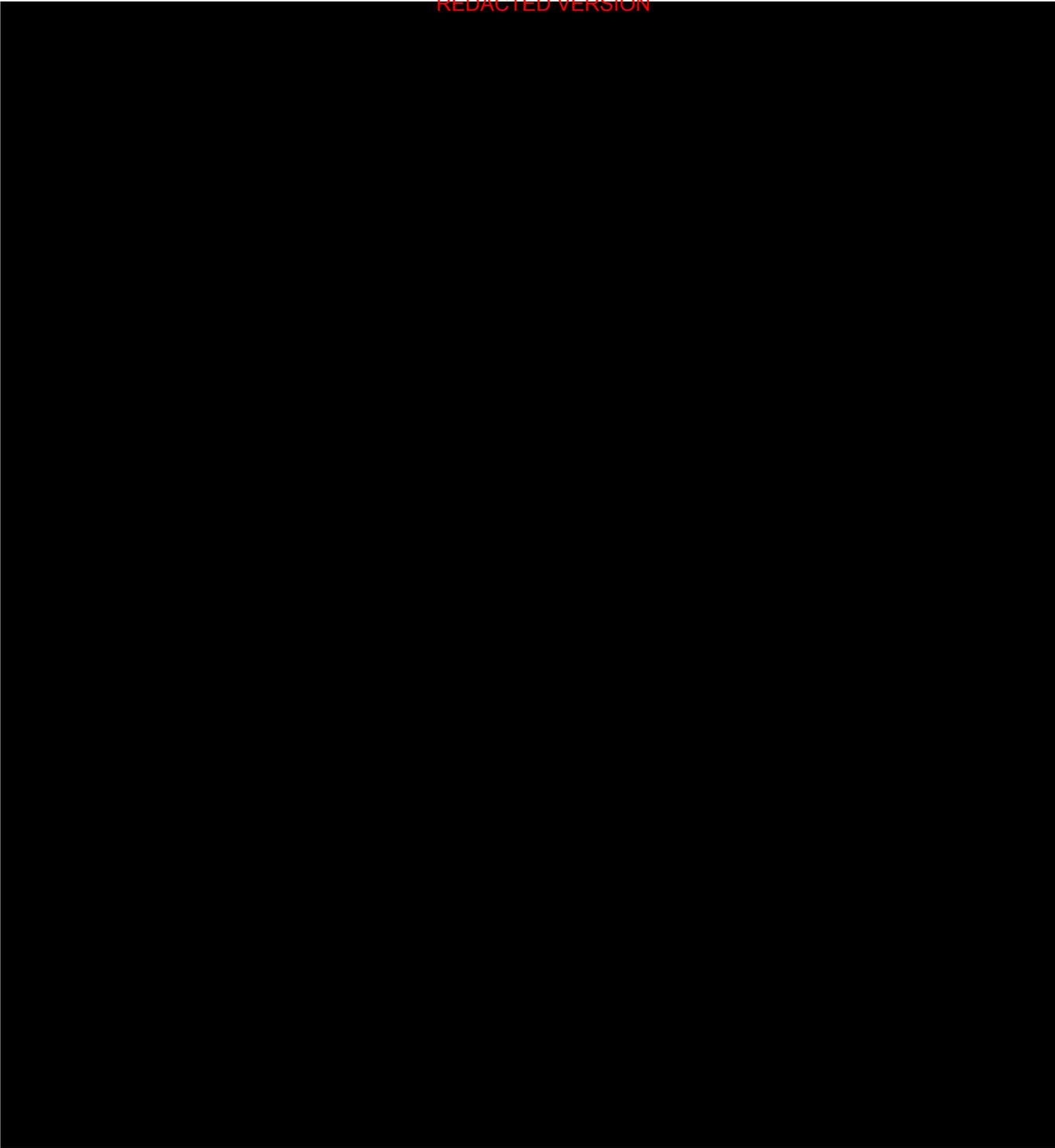
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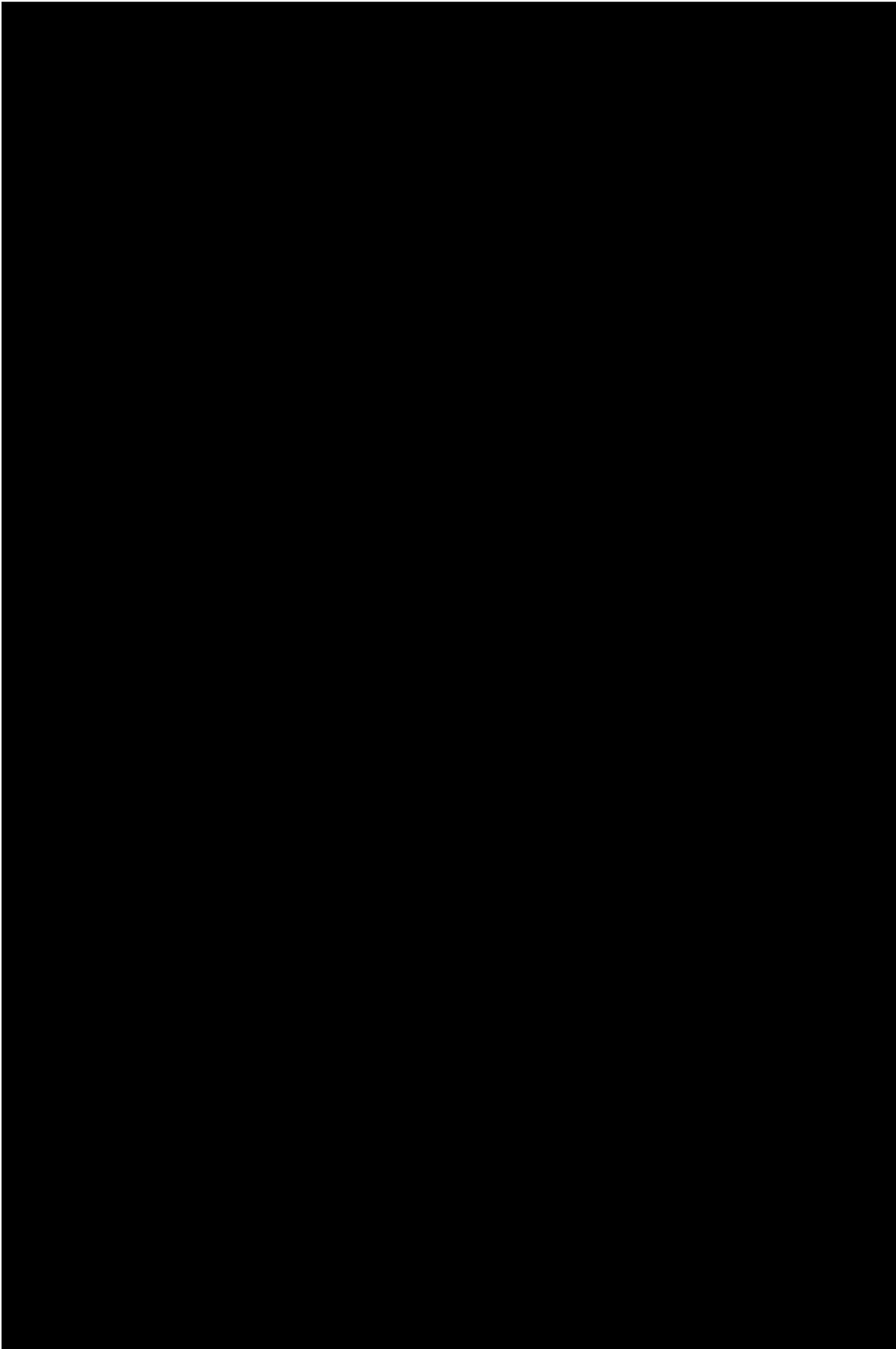


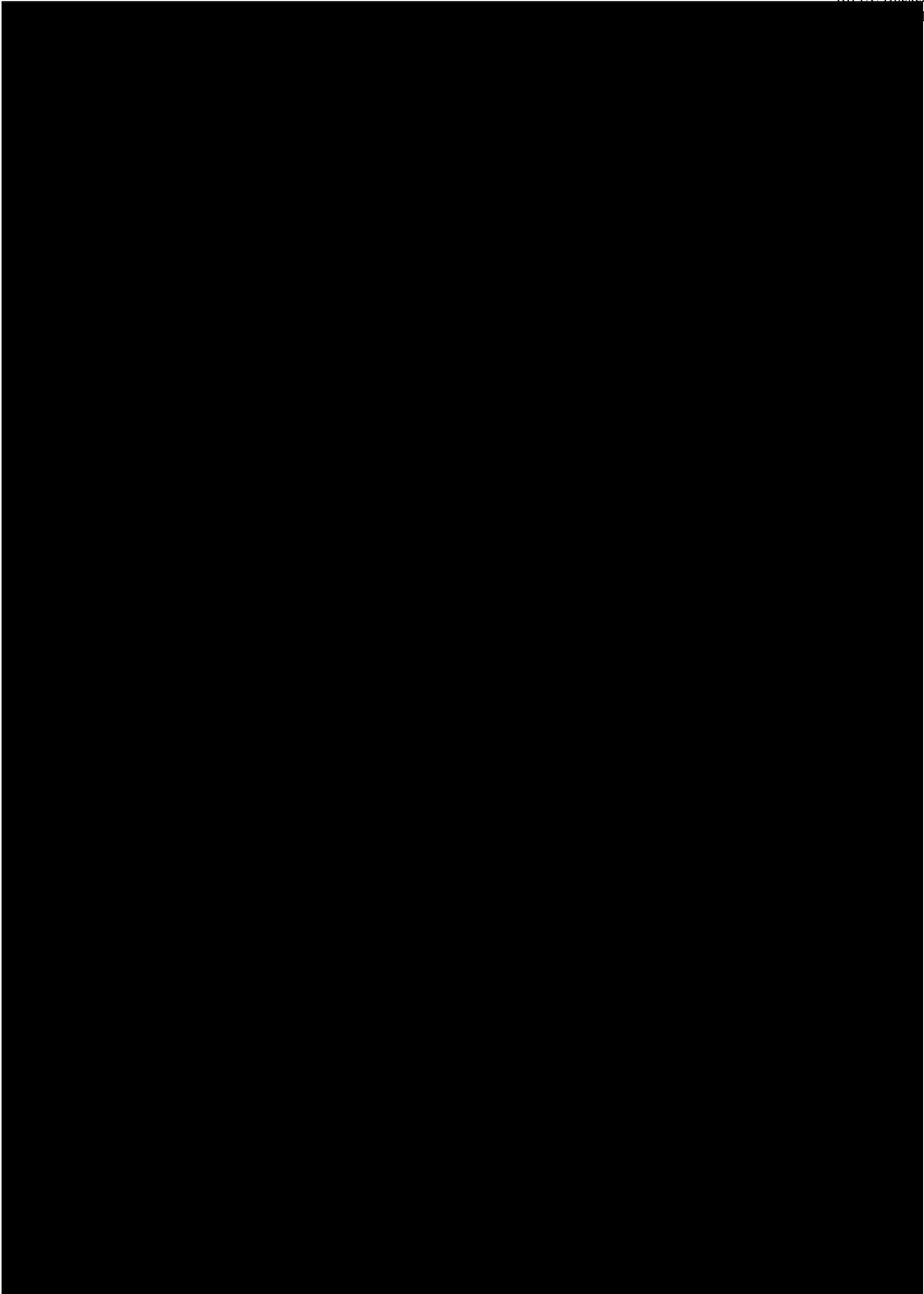
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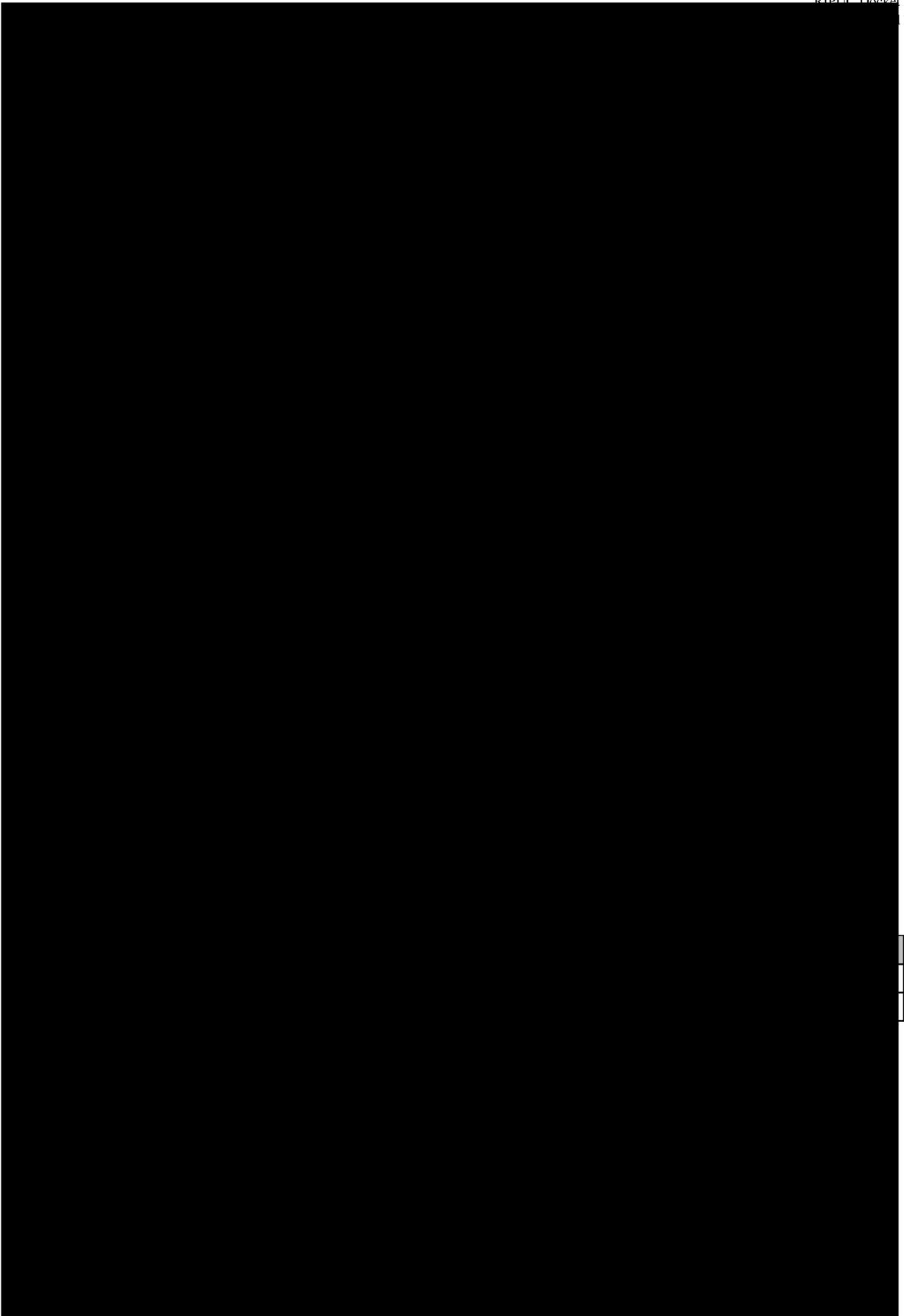


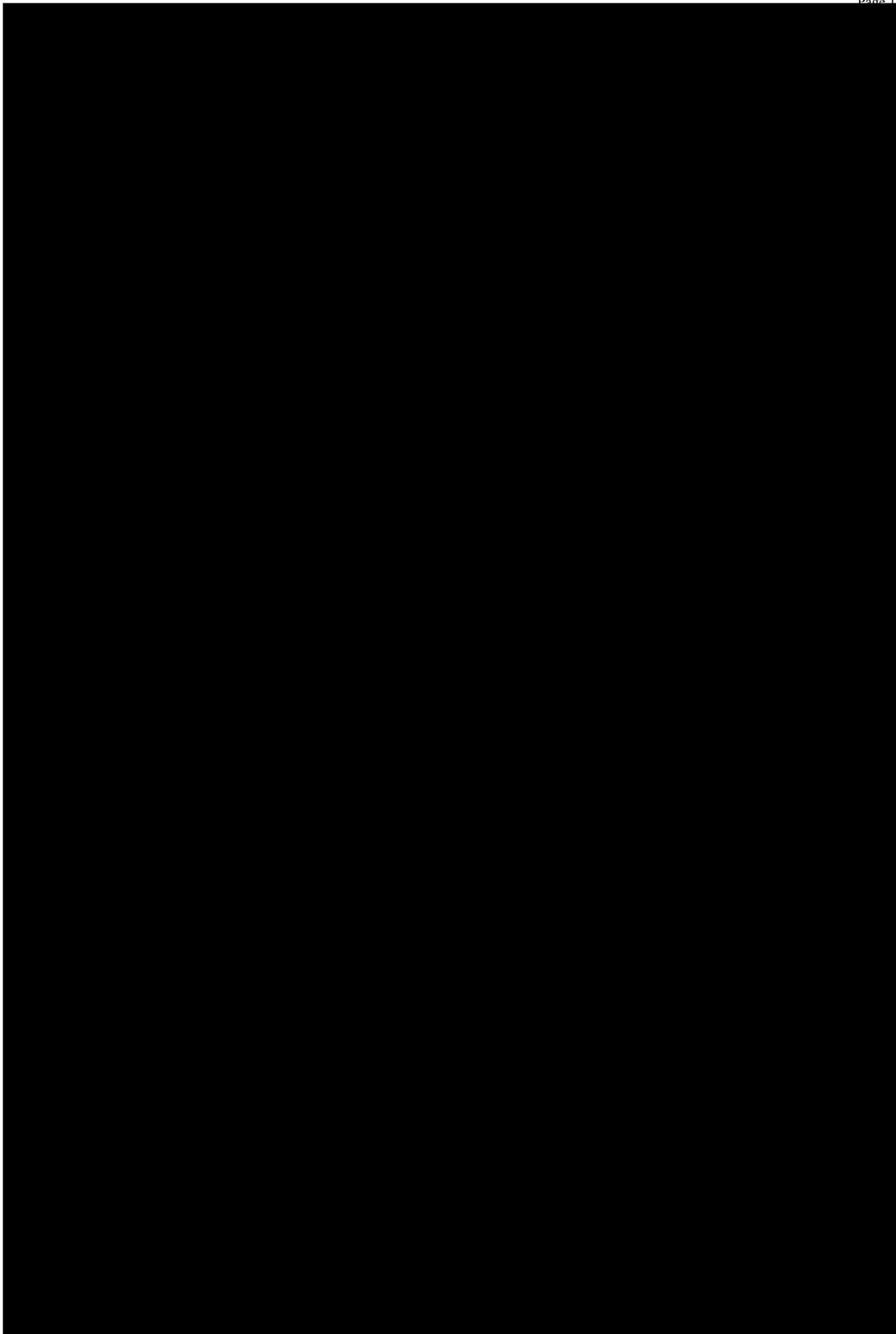


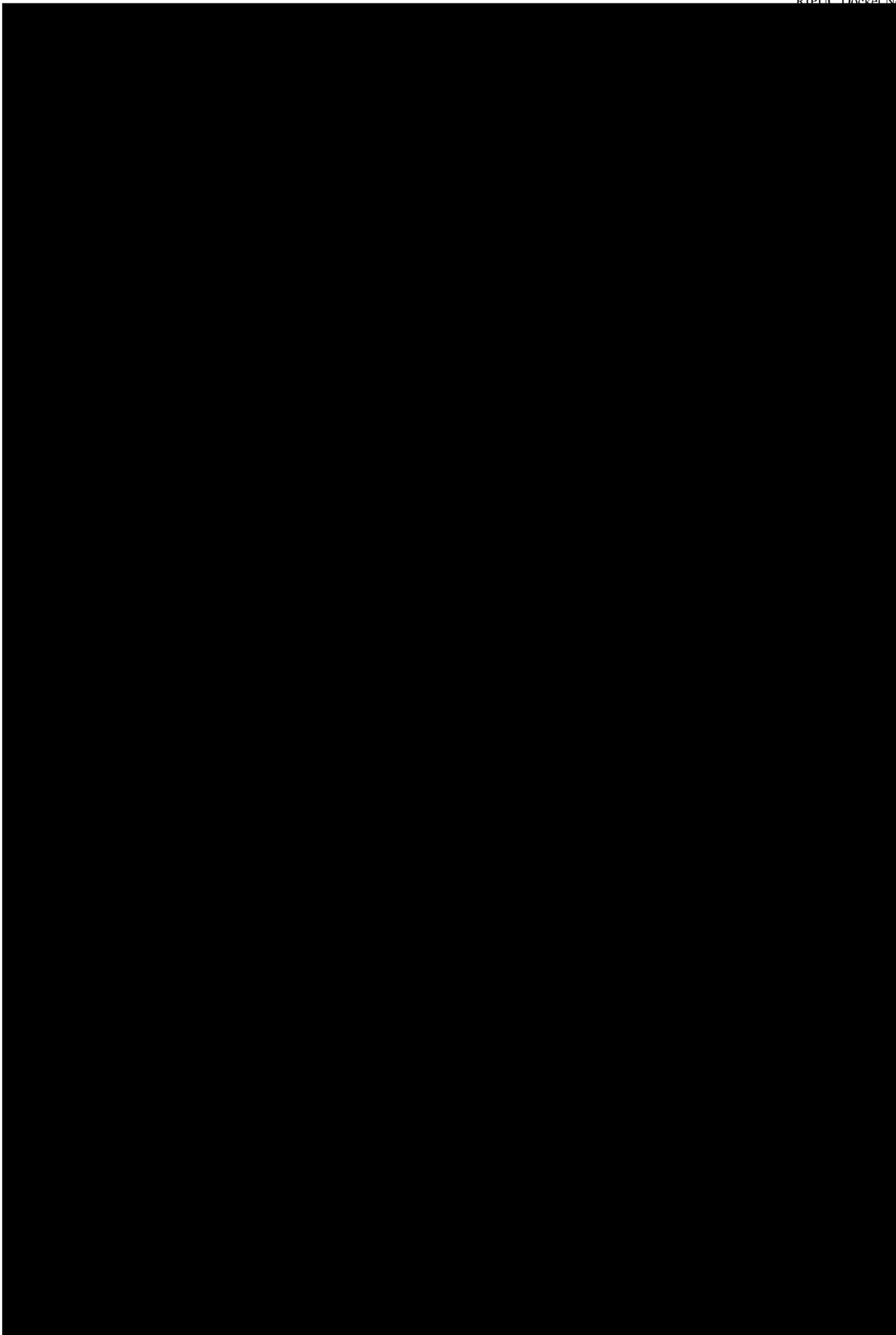


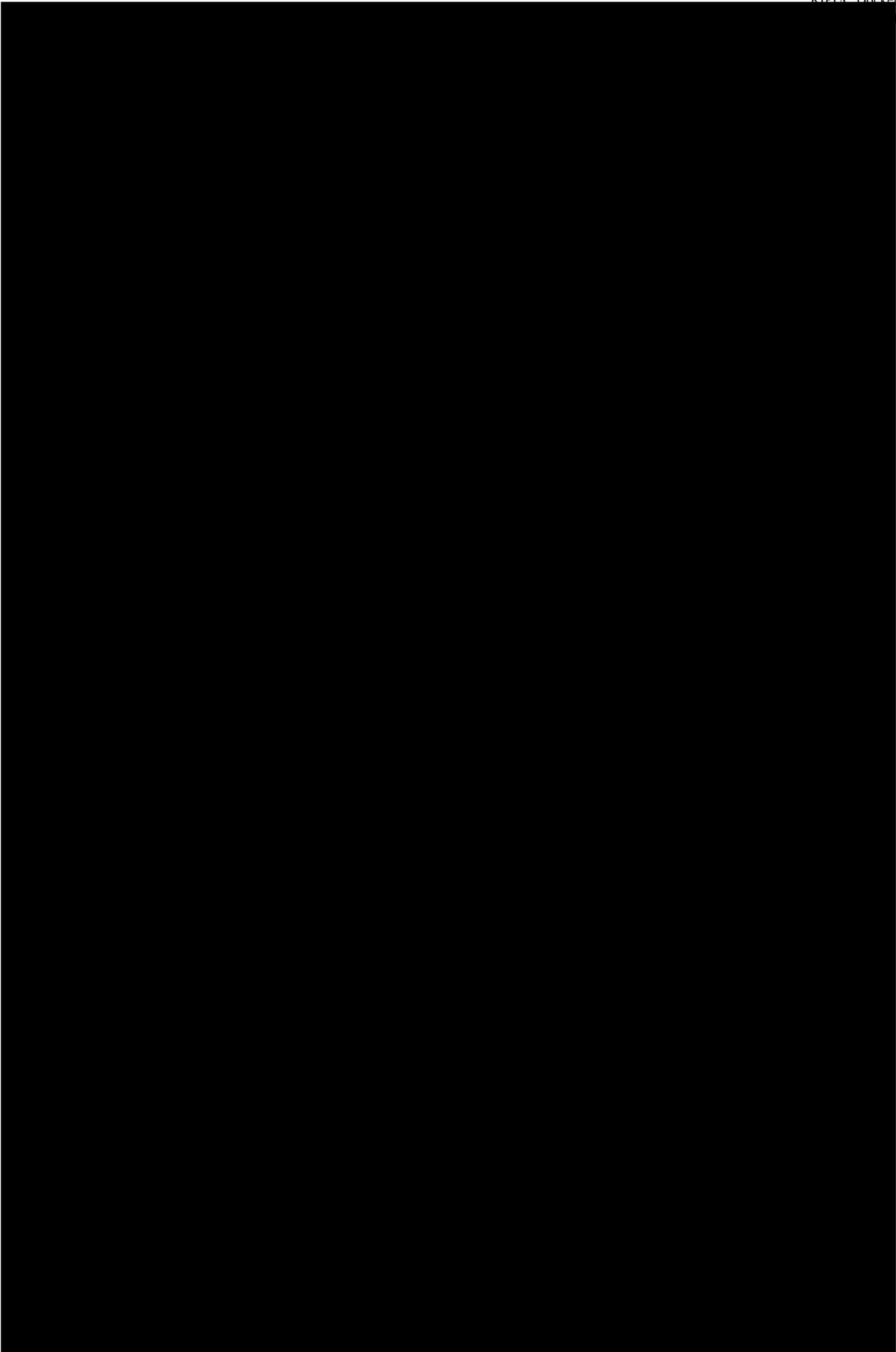


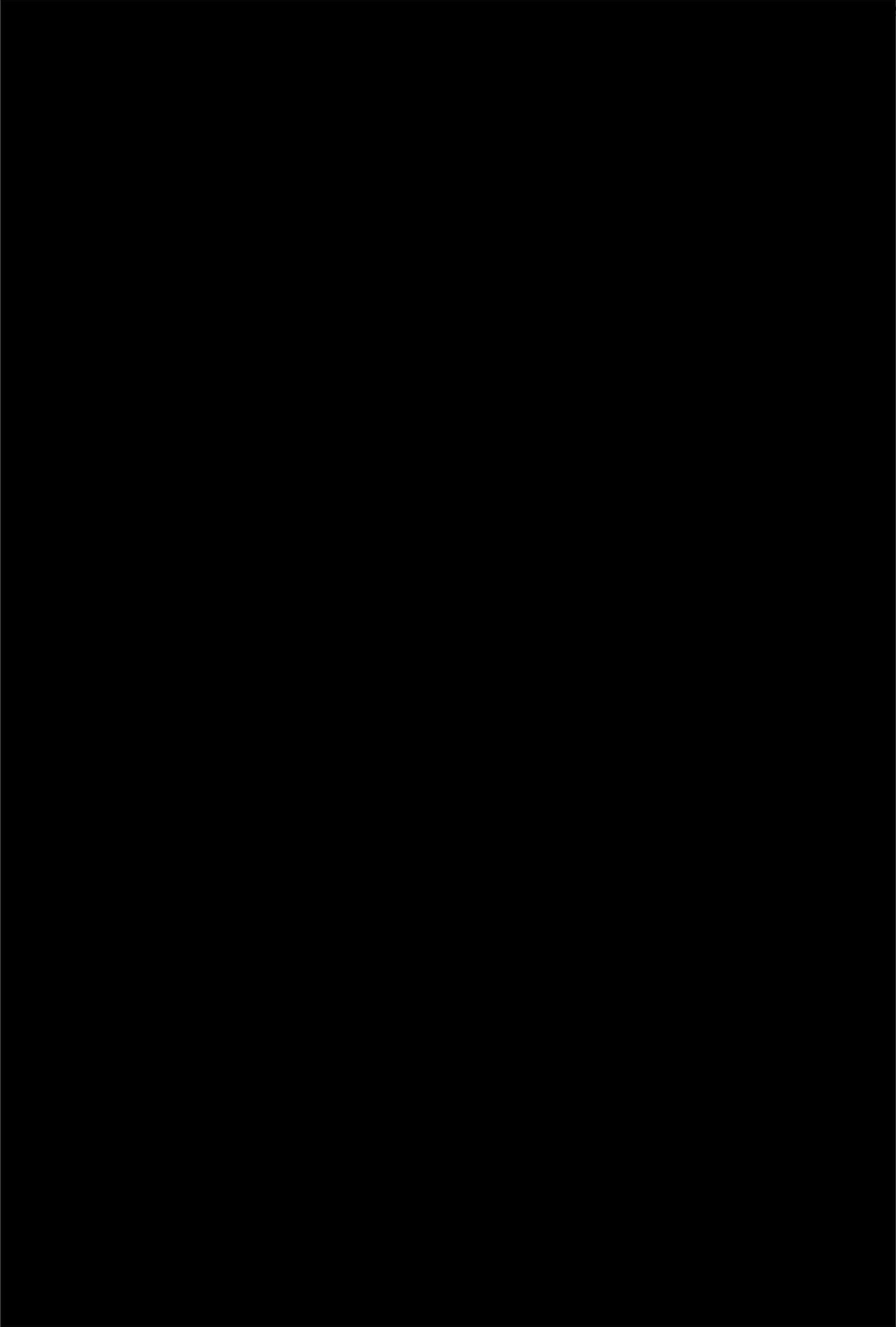


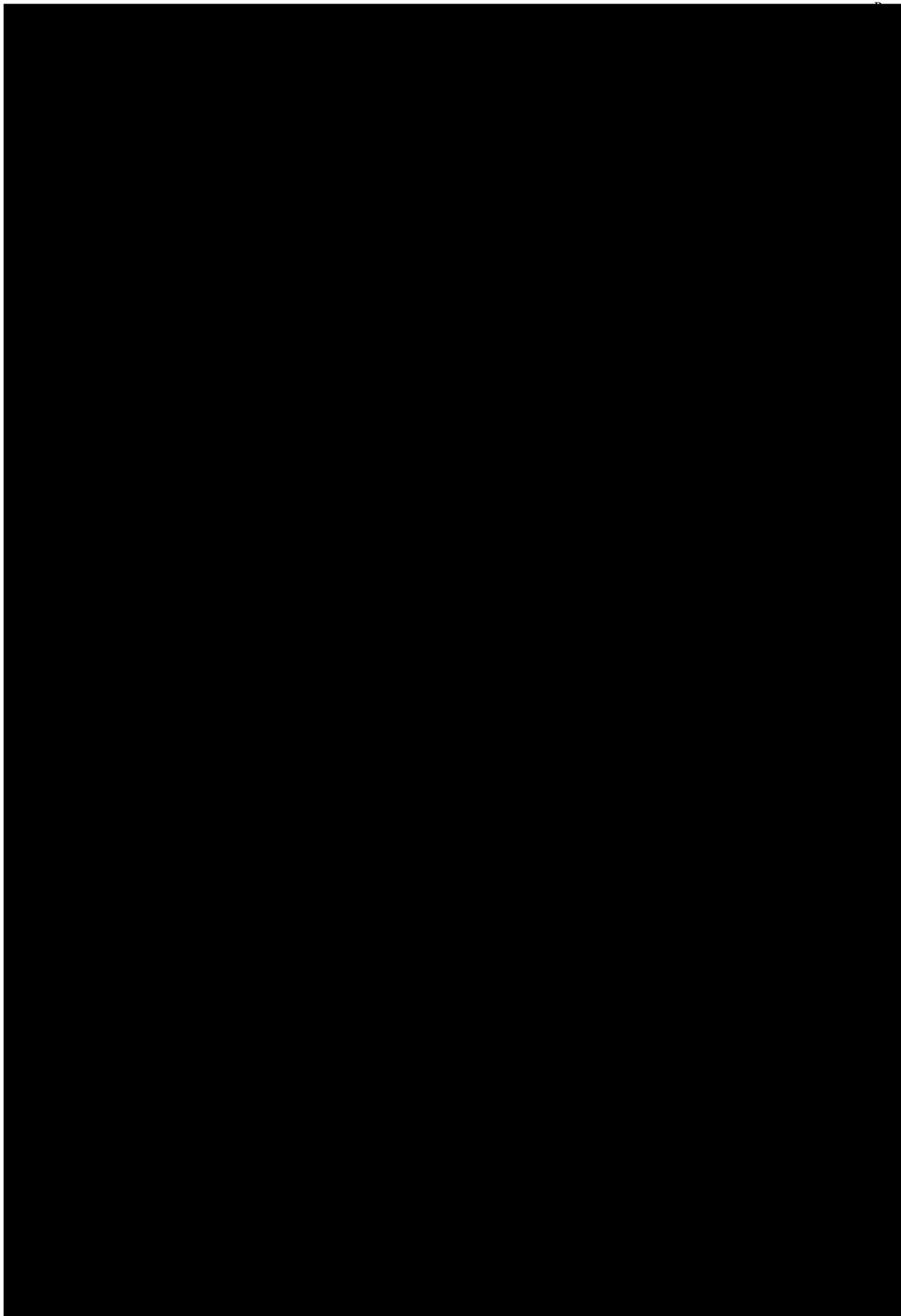


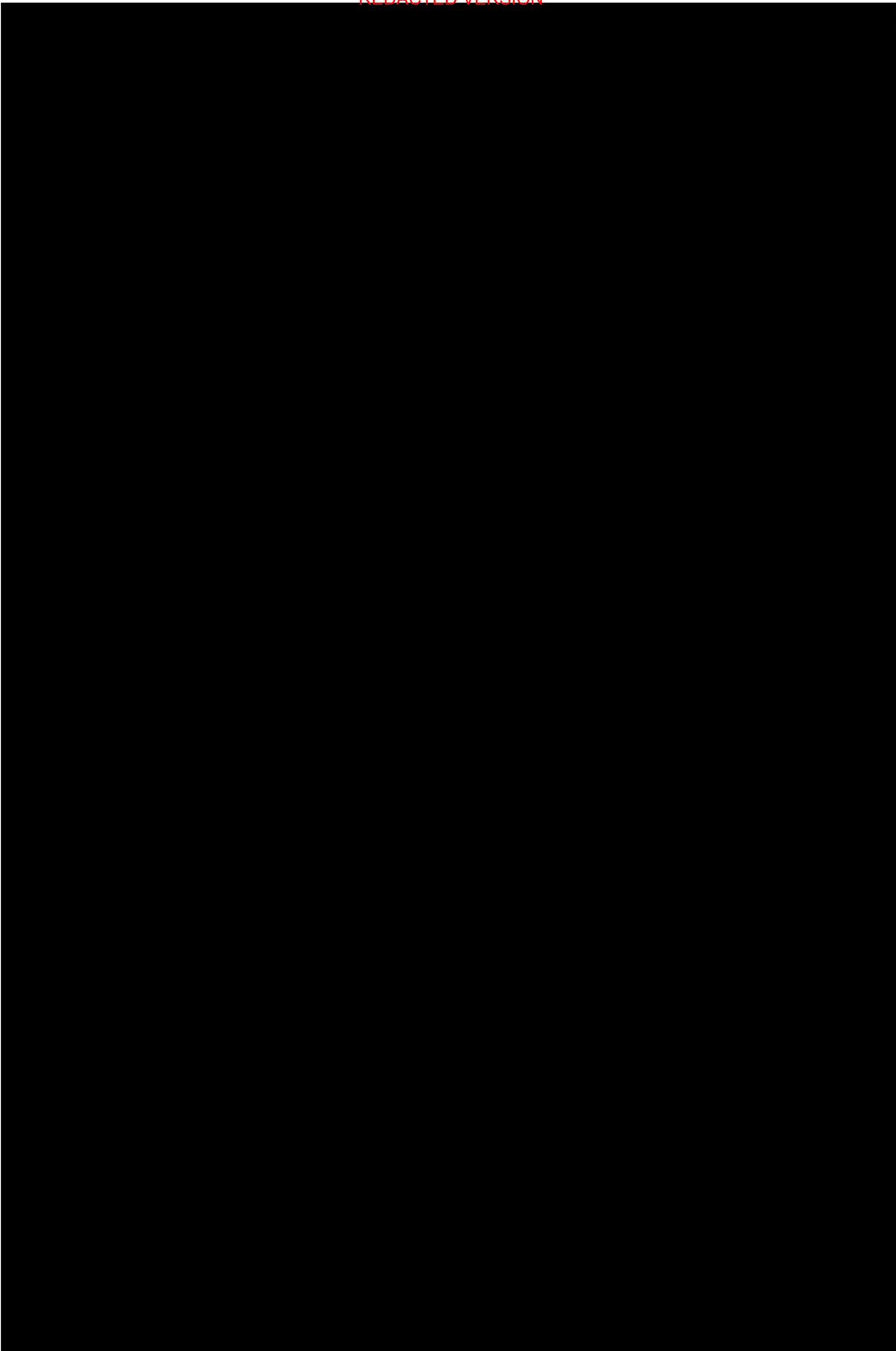


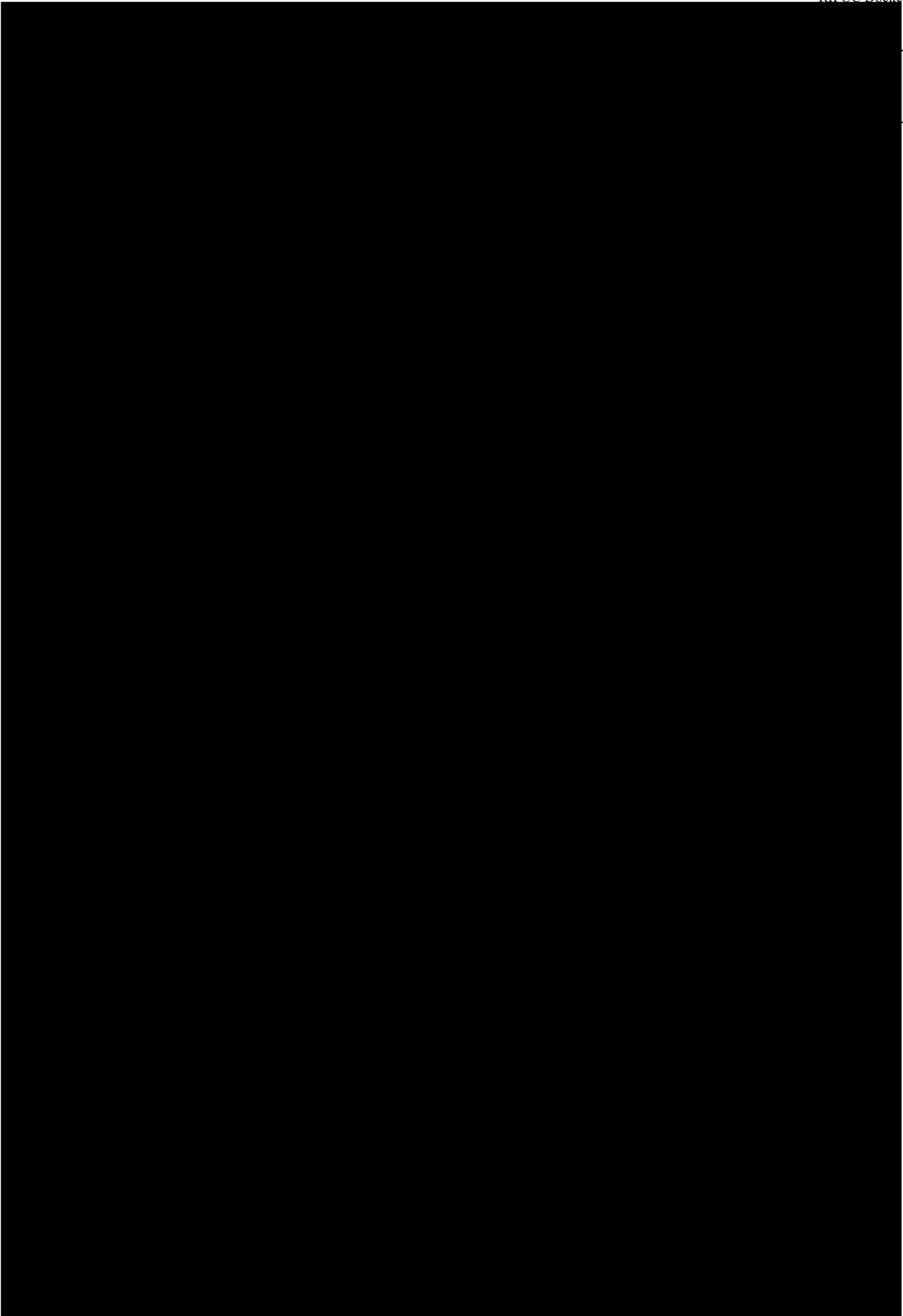


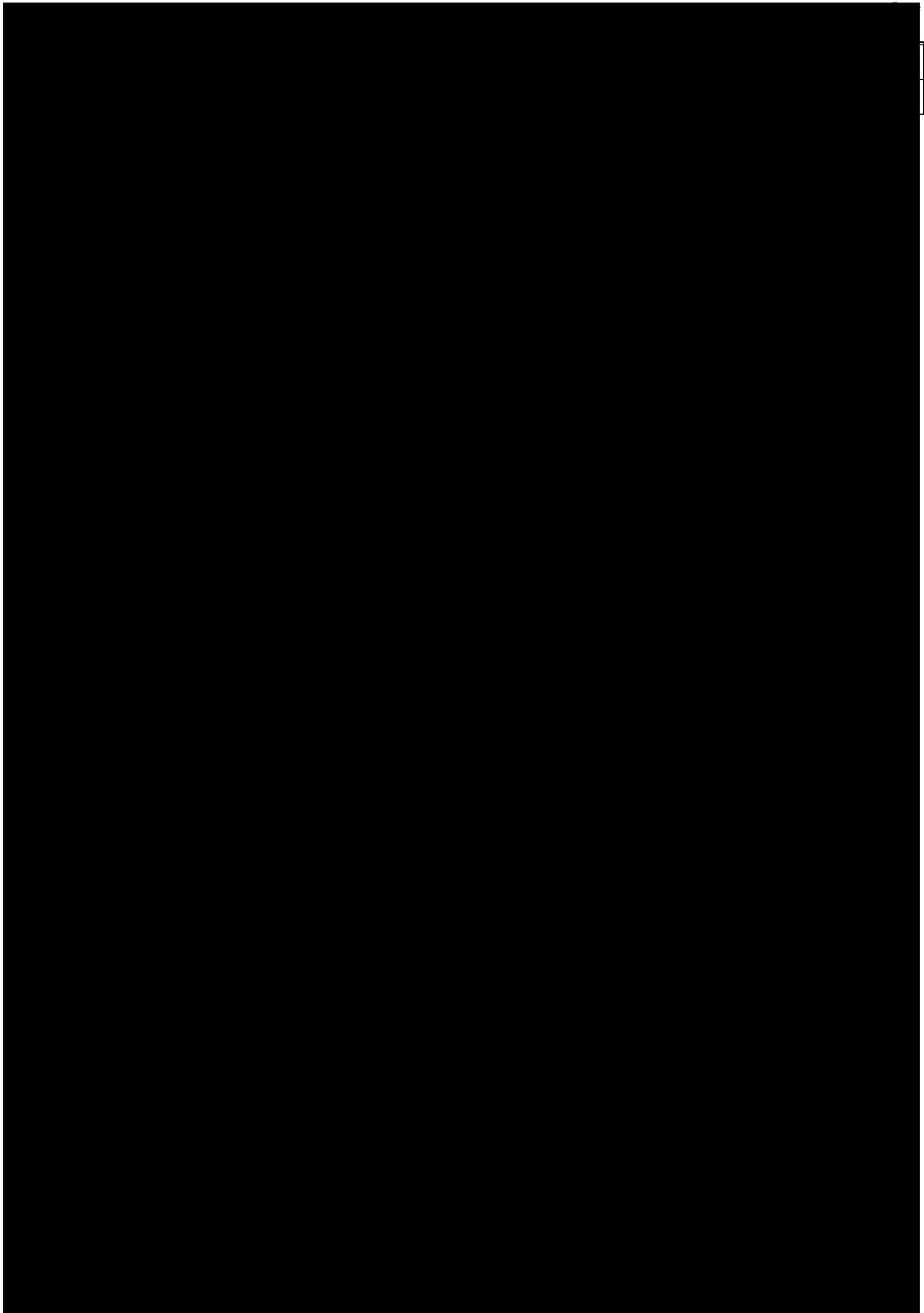


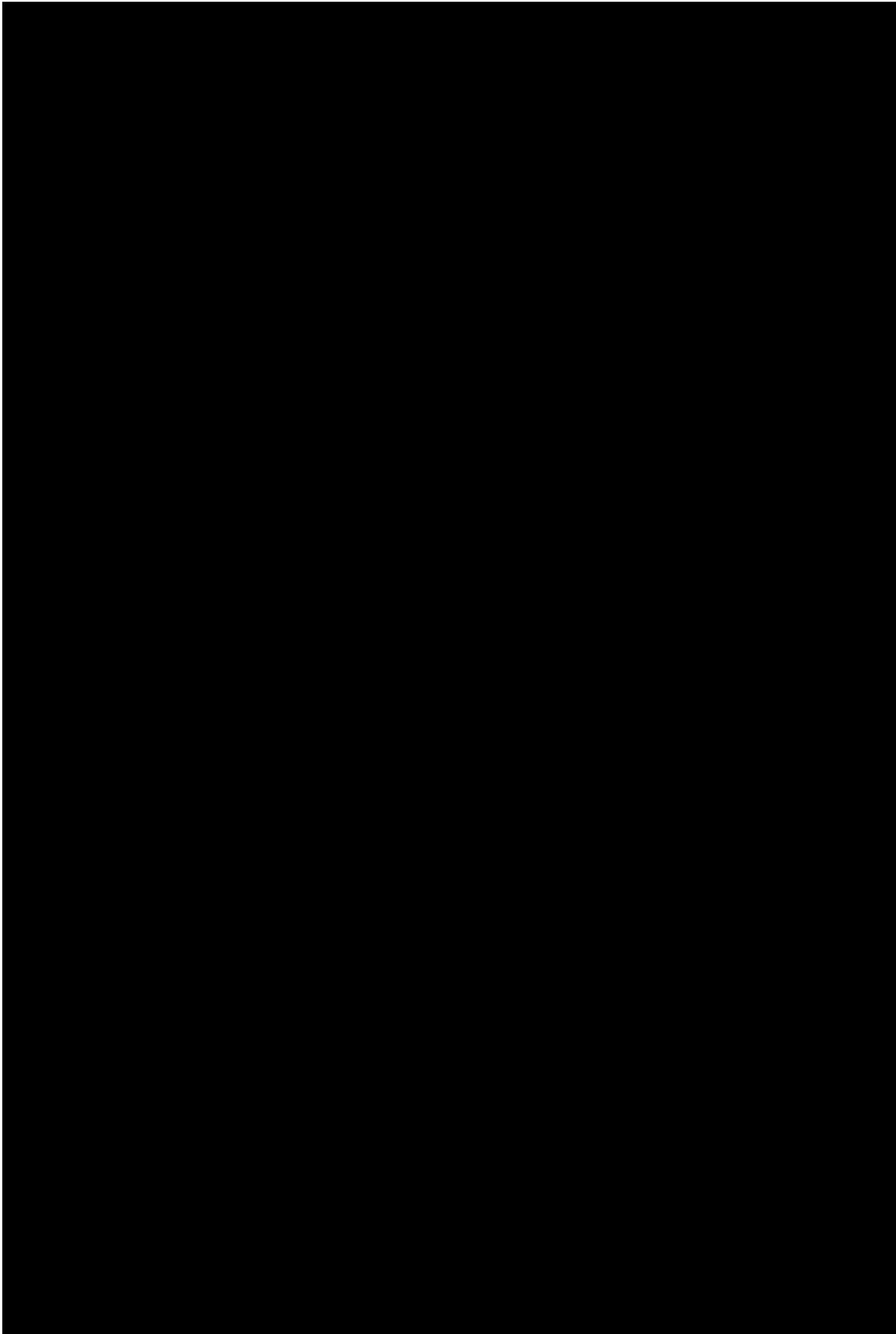


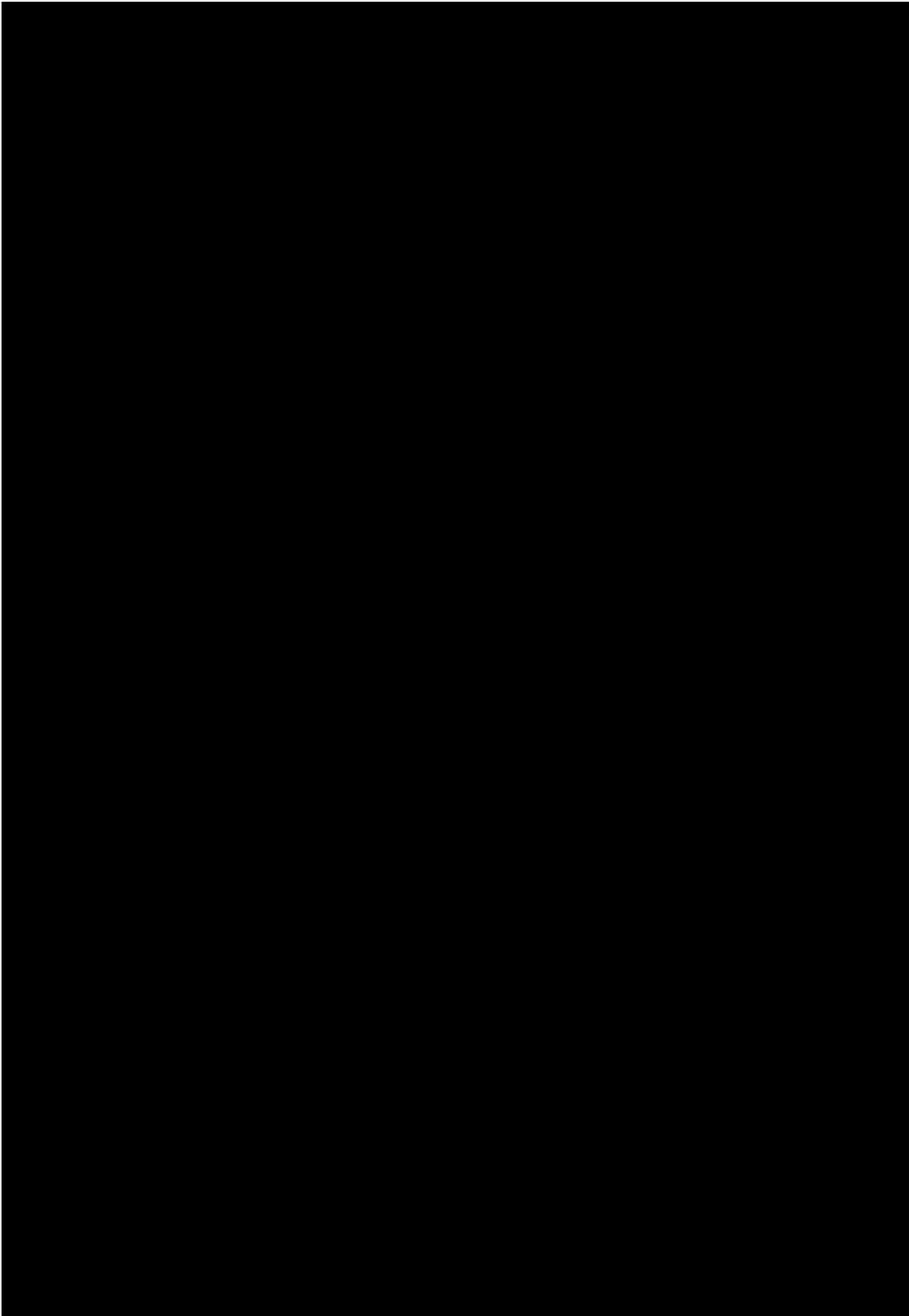


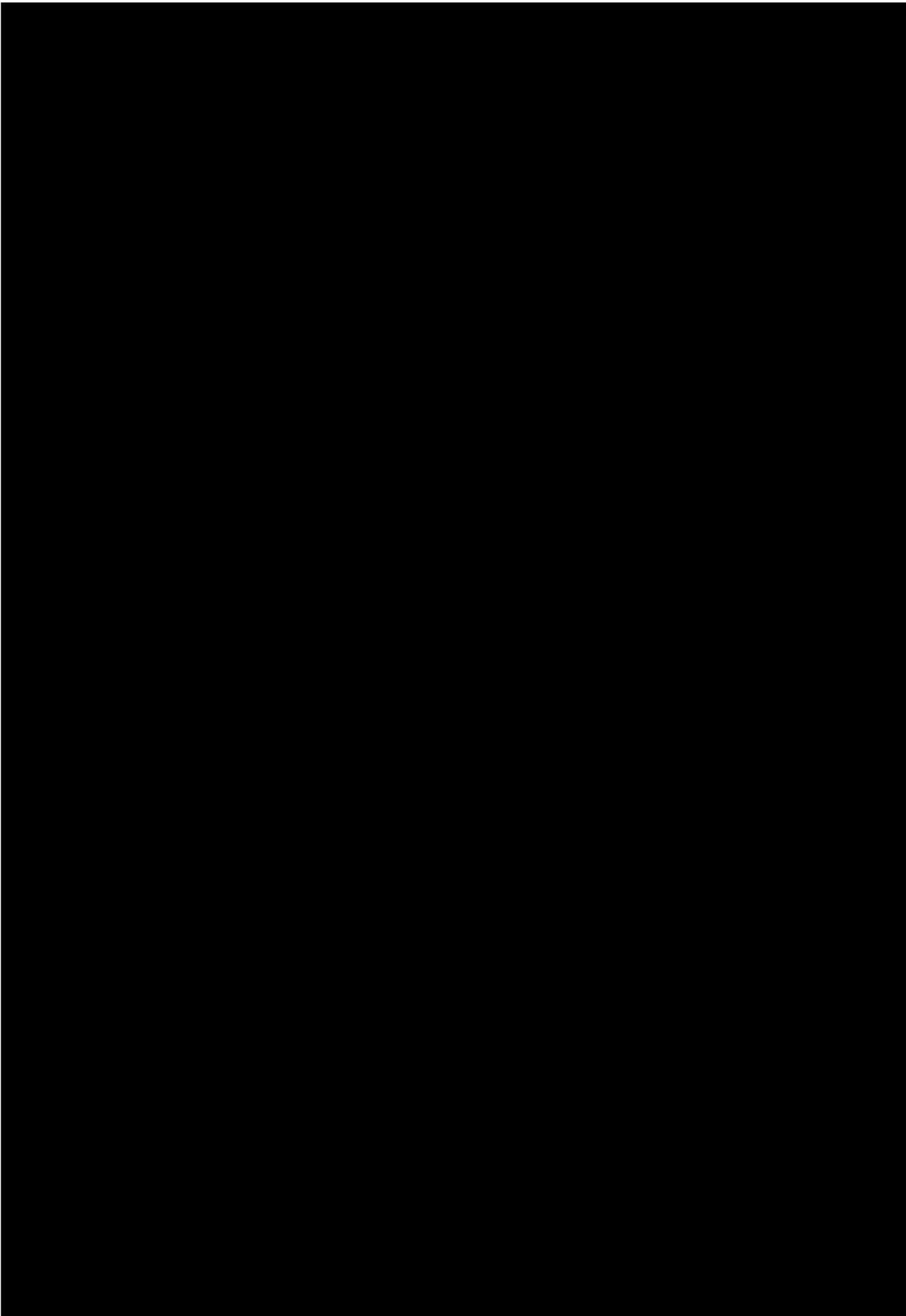


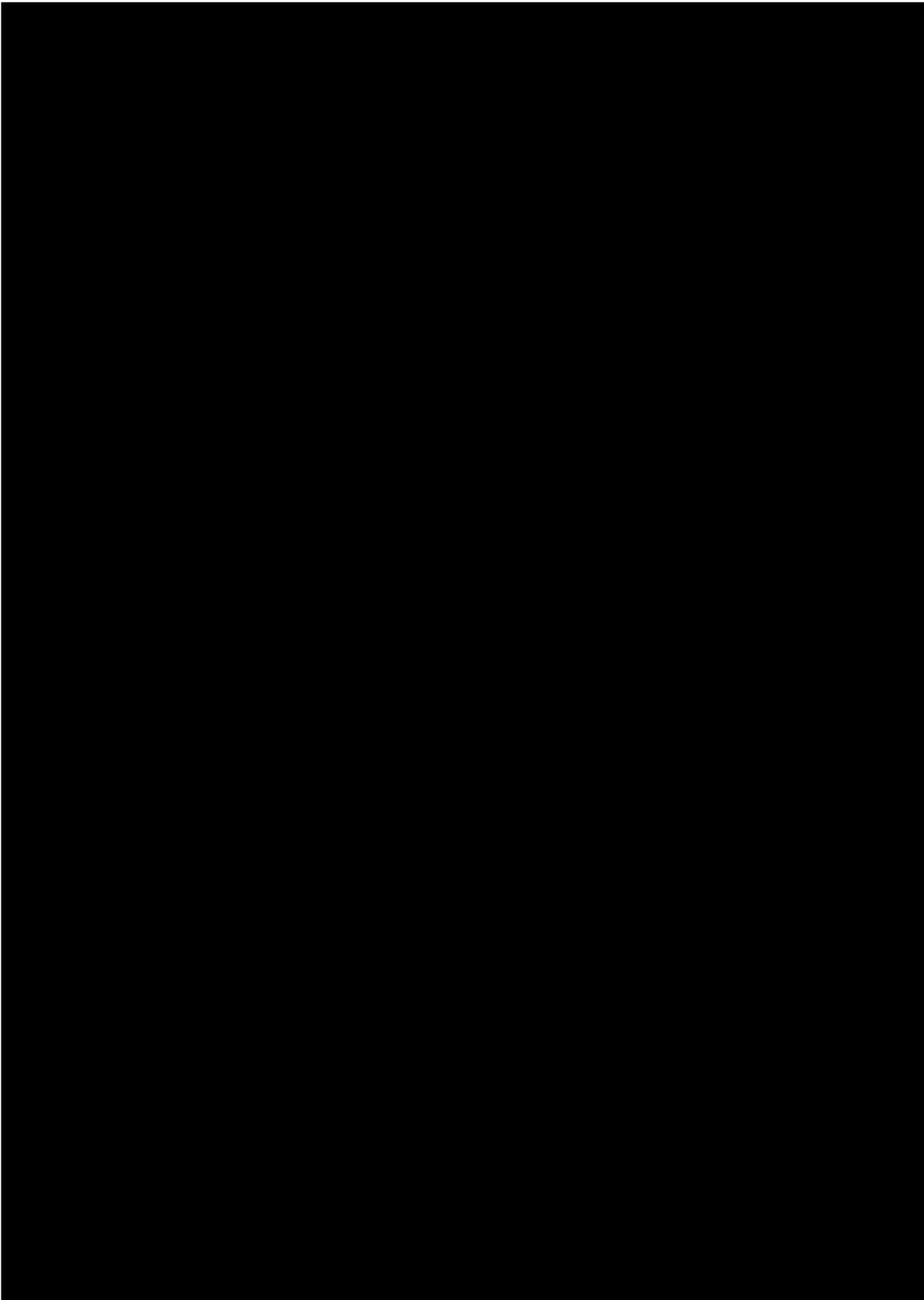


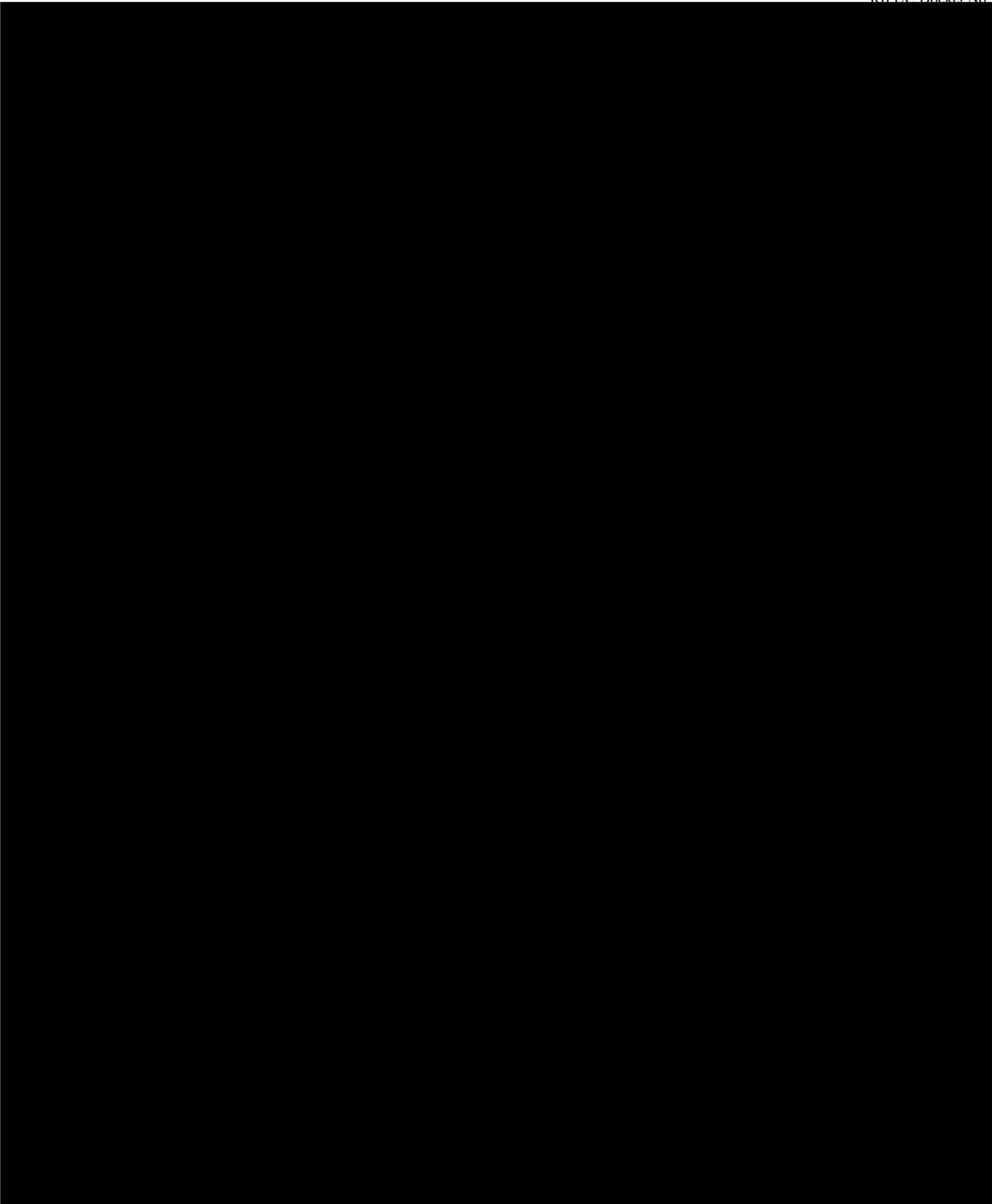


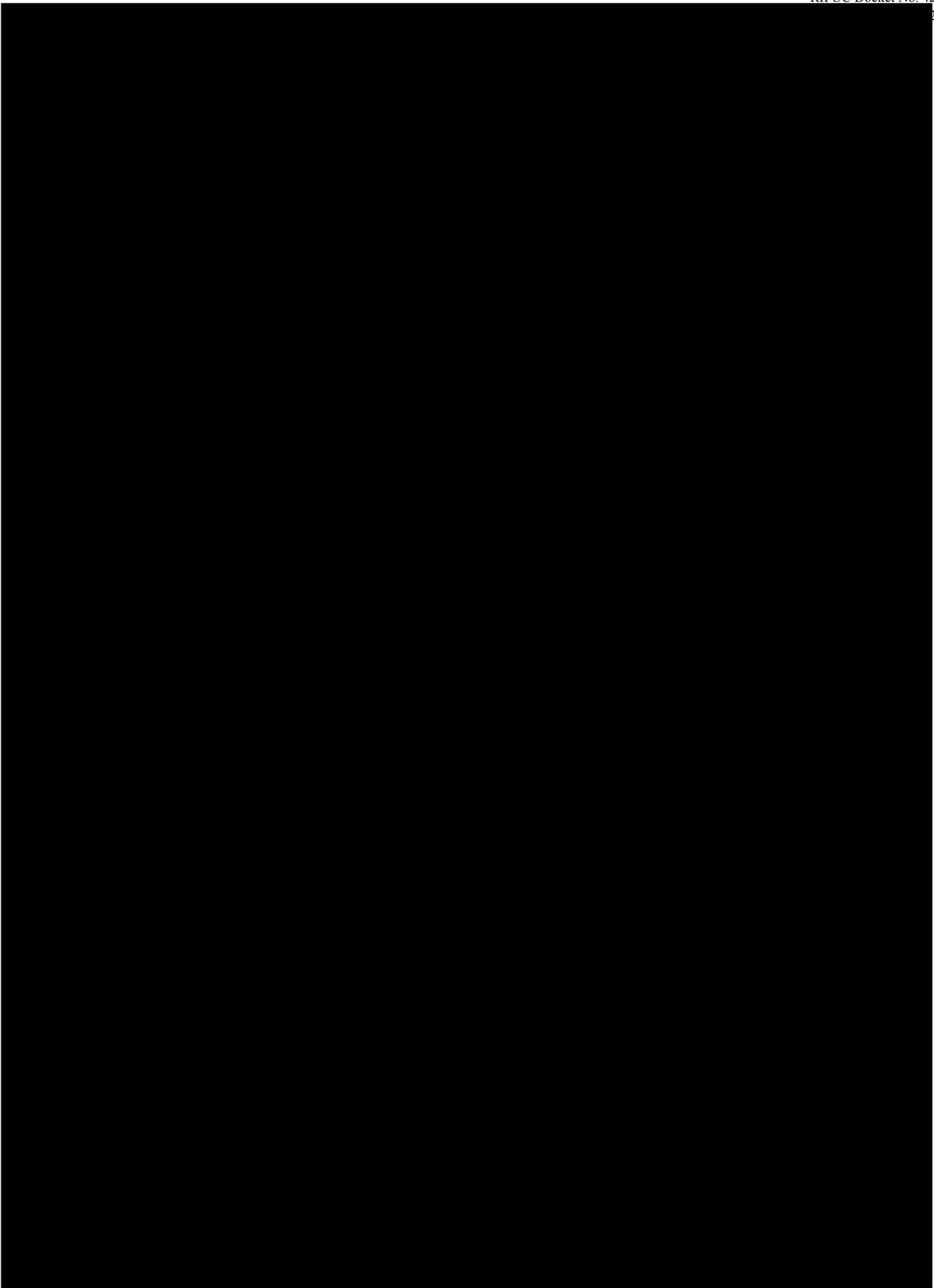


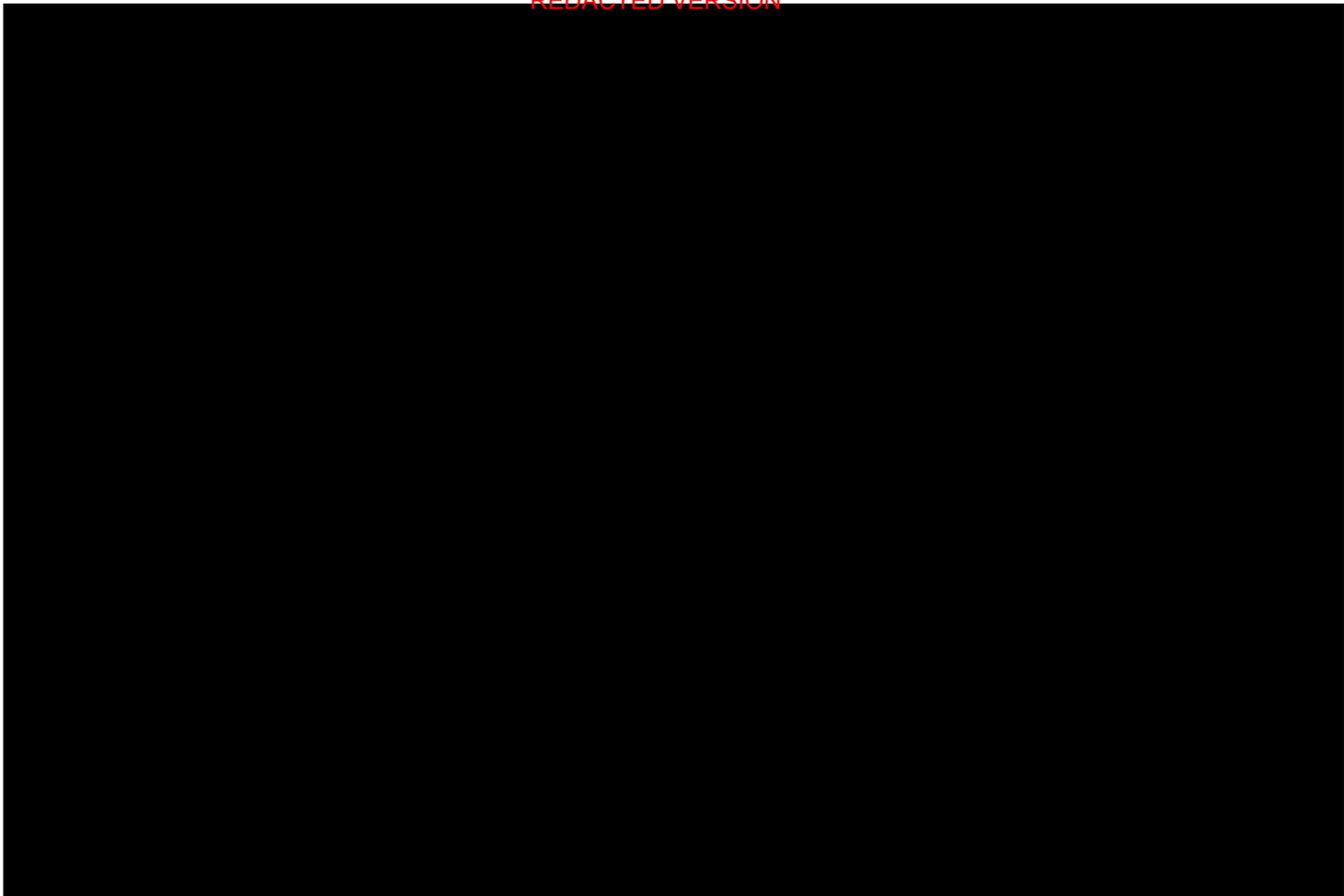


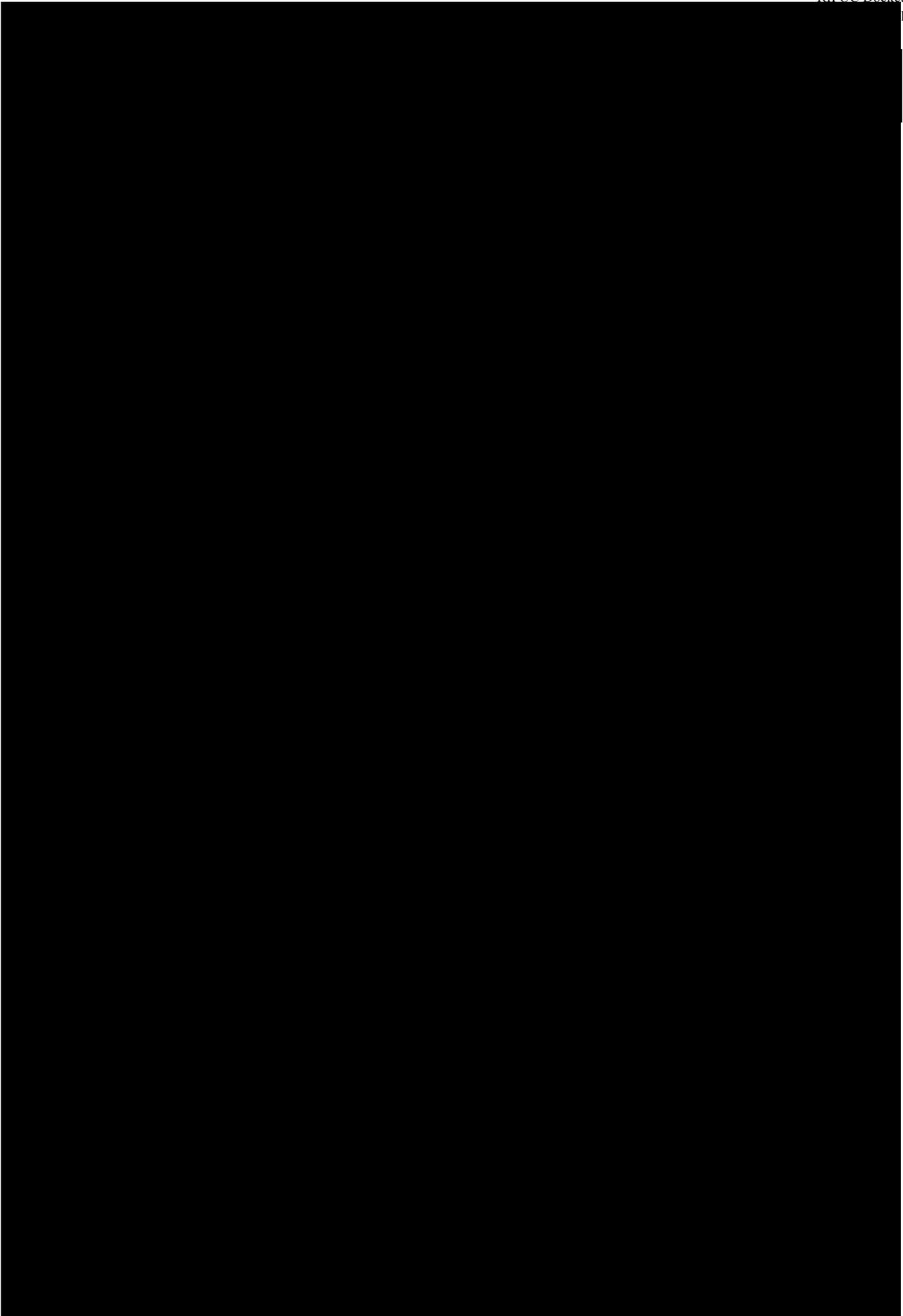


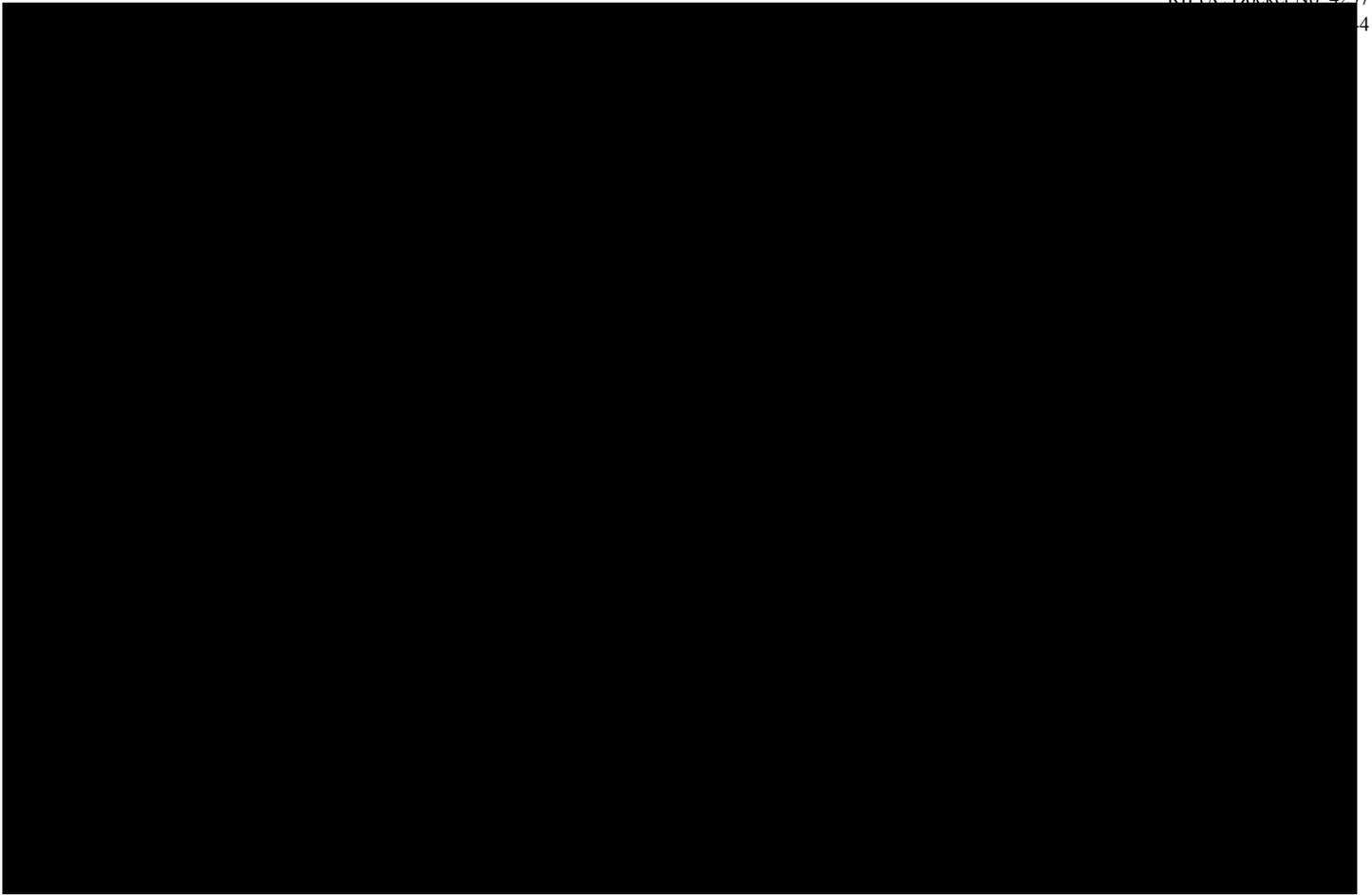


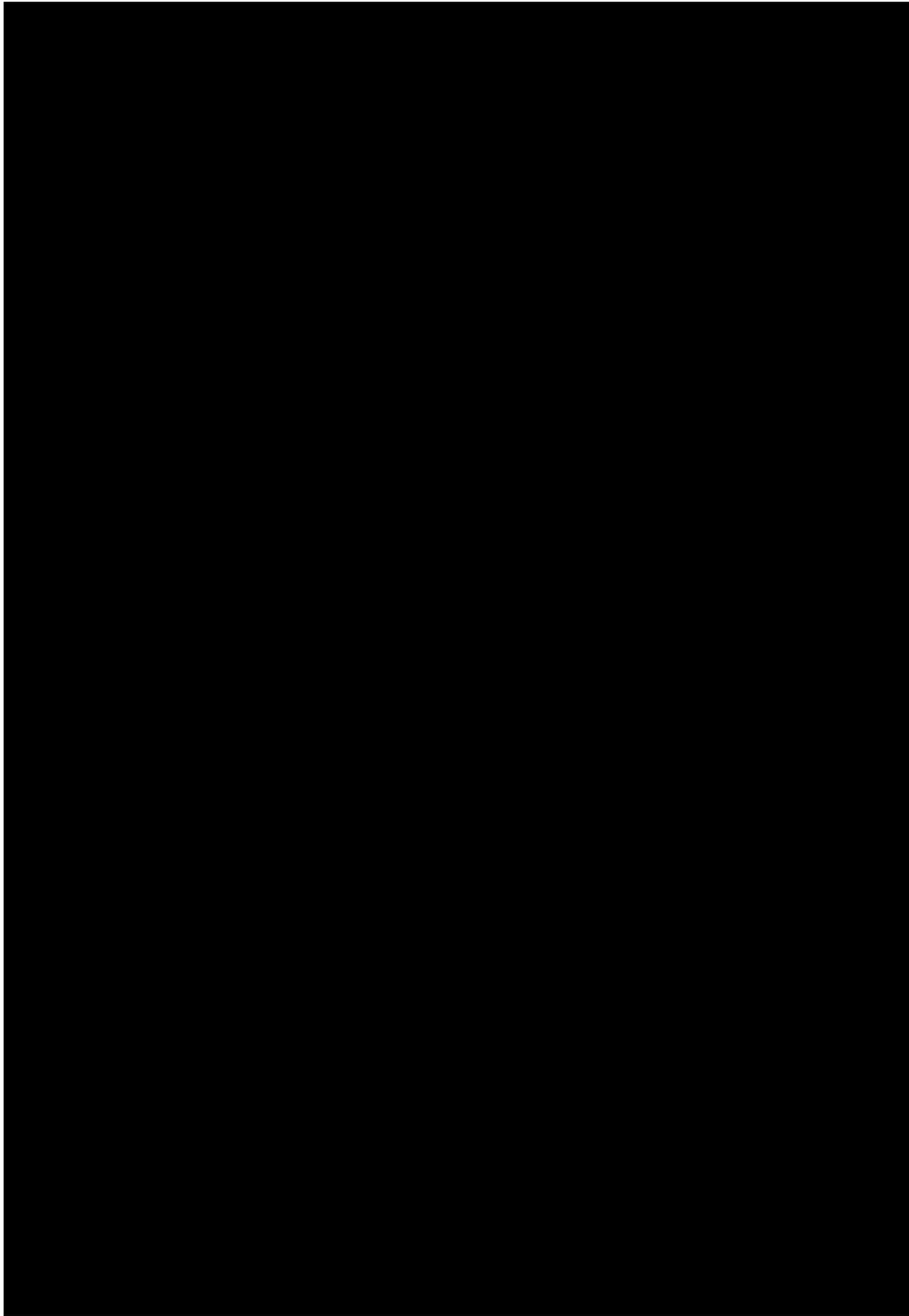


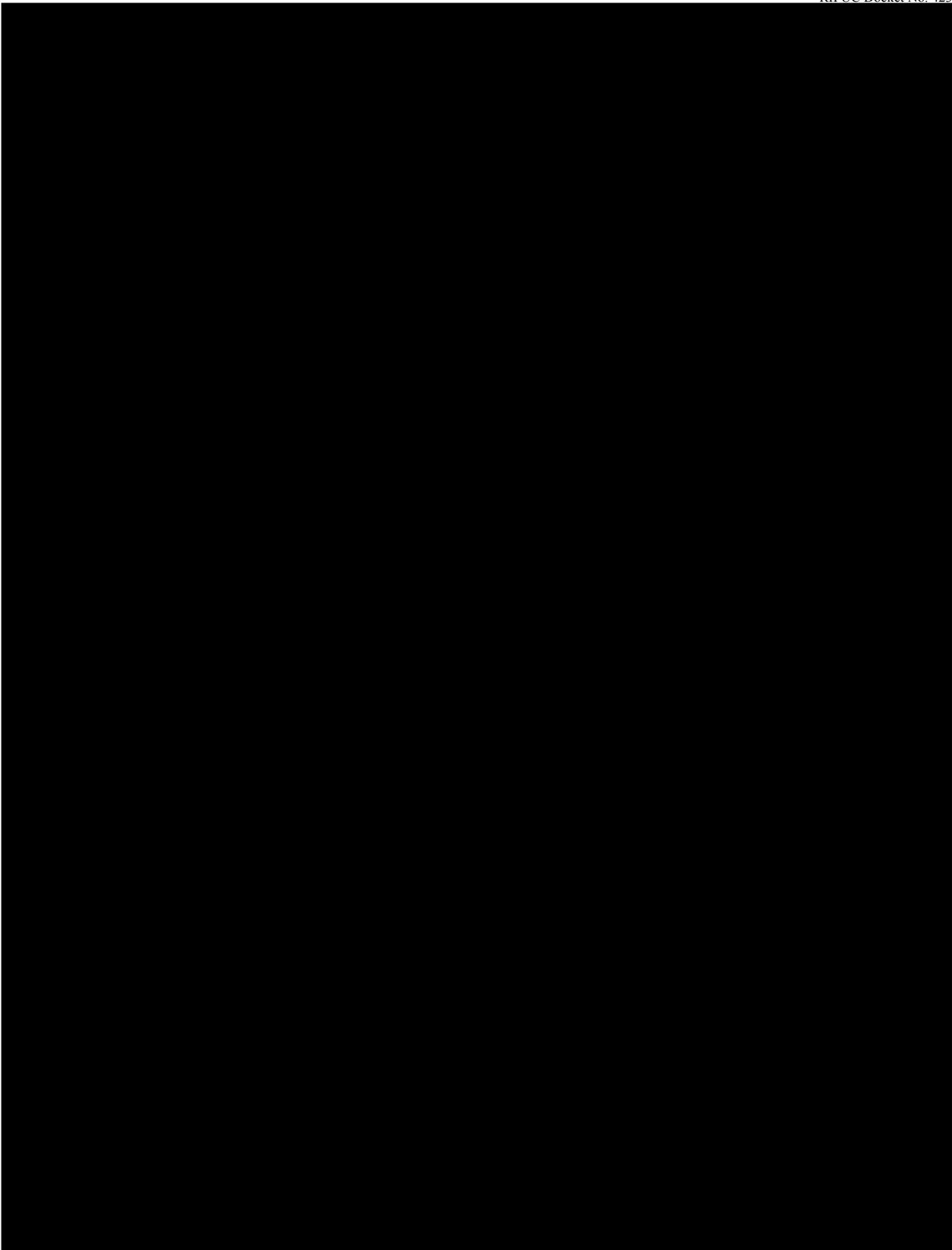














## **CONTRACTOR COMPLIANCE AFFIDAVIT**

Compliance with U.S. Department of Transportation Regulations 49 CFR PARTS 40, 199 & 382

Contractor shall comply with all state and federal drug and alcohol testing regulations applicable to operators of pipeline facilities and LNG storage facilities and contractors performing operating, maintenance or emergency-response functions thereon ("covered functions"), specifically those regulations codified in Title 49, Parts 199 and 40, et seq. of the Code of Federal Regulations. Contractor shall comply with all federal drug and alcohol testing regulations applicable to contractors performing FMCSA "safety-sensitive" functions specifically codified in Title 49, Parts 382 and 40, et seq. of the Code of Federal Regulations.

Contractor shall demonstrate such compliance by (i) submitting to National Grid's service agent The Transportation Advisor (TA Monitor) a copy of the written Anti-Drug/Alcohol Misuse Plan maintained and followed by Contractor pursuant to the regulations and all other data and information required to demonstrate compliance and (ii) submitting an affidavit to National Grid stating that all employees of Contractor performing safety sensitive functions for National Grid pursuant to this Agreement have passed a pre-employment drug test and are covered by a drug and alcohol program conforming to the requirements, and that any of the Contractor's employees or employees of subcontractors performing covered and/or safety sensitive functions for National Grid pursuant to this Agreement shall submit to required drug and alcohol tests to be conducted by Contractor or by National Grid.

Contractor shall allow National Grid and the appropriate state and federal authority's access to its property and records for the purpose of monitoring Contractor's compliance with federal drug and alcohol testing requirements.

Contractor shall also provide an education and training program regarding the effects and consequences of drug use and alcohol misuse as provided for in 49 CFR 199. The Contractor must provide National Grid's service agent TA with all required information. TA will provide each contractor with login credentials for reporting purposes. The Contractor shall ensure that any subcontractors engaged by the Contractor to perform both covered functions and safety sensitive functions are in compliance with the requirements.

**National Grid's Service Agent for contractor monitoring:**  
**The Transportation Advisor, Inc.**  
**TA Monitor, P.O. Box 558**  
**Palmer, MA 01069**  
**Telephone (800) 608-8890**  
**info@transadvisor.com**  
**Contact: Lisa Murray / Eileen Withers**

The Contractor shall indemnify and hold the company harmless from any losses, damages, penalties (including but not limited to fines) or injuries including attorney's fees and expenses, suffered by the company due to the Contractor's non-compliance with these requirements.

Any question related to this contract provision should be directed to the National Grid Purchasing Agent.



**CONTRACTOR COMPLIANCE AFFIDAVIT**

Compliance with U.S. Department of Transportation Regulations 49 CFR PARTS 40, 199 & 382

As the authorized representative of this Company, I hereby certify that we have in place a compliant drug and alcohol training and testing program for our employees who perform operating, maintenance or emergency response functions on gas pipeline or LNG facilities pursuant to U.S. Department of Transportation Regulations (PHMSA) 49 CFR Parts 40 and 199.

I hereby certify that we have in place a compliant drug and alcohol training and testing program for our employees who hold a commercial driver’s license and perform safety sensitive functions pursuant to U.S. Department of Regulations (FMCSA) 49 CFR parts 40 and 382.

We acknowledge that National Grid requires our company to achieve a minimum annual random drug testing rate of 30% for PHMSA regulated employees (5% higher than the established federal minimum rate). For employees covered by FMCSA, our company will achieve a minimum annual random drug testing rate of 50% and minimum annual random alcohol testing rate of 10%.

Employees subject to these regulations have been pre-employment/transfer drug tested and are subject to reasonable cause, post-accident, return to duty and follow up drug and alcohol testing pursuant to the regulation. We will provide the National Grid service agent, The Transportation Advisor (800-608-8890) a copy of our PHMSA Anti-Drug/Alcohol Misuse Plan and our FMCSA Drug and Alcohol policy for review prior to performing regulated (covered or safety sensitive)) work and will comply with the requirements of SHW-101, dated April 11, 2014. We will report our covered employee pool list and statistical data quarterly into TA Monitor unless notified in writing of the need to report more frequently.

June 1, 2020

Dated

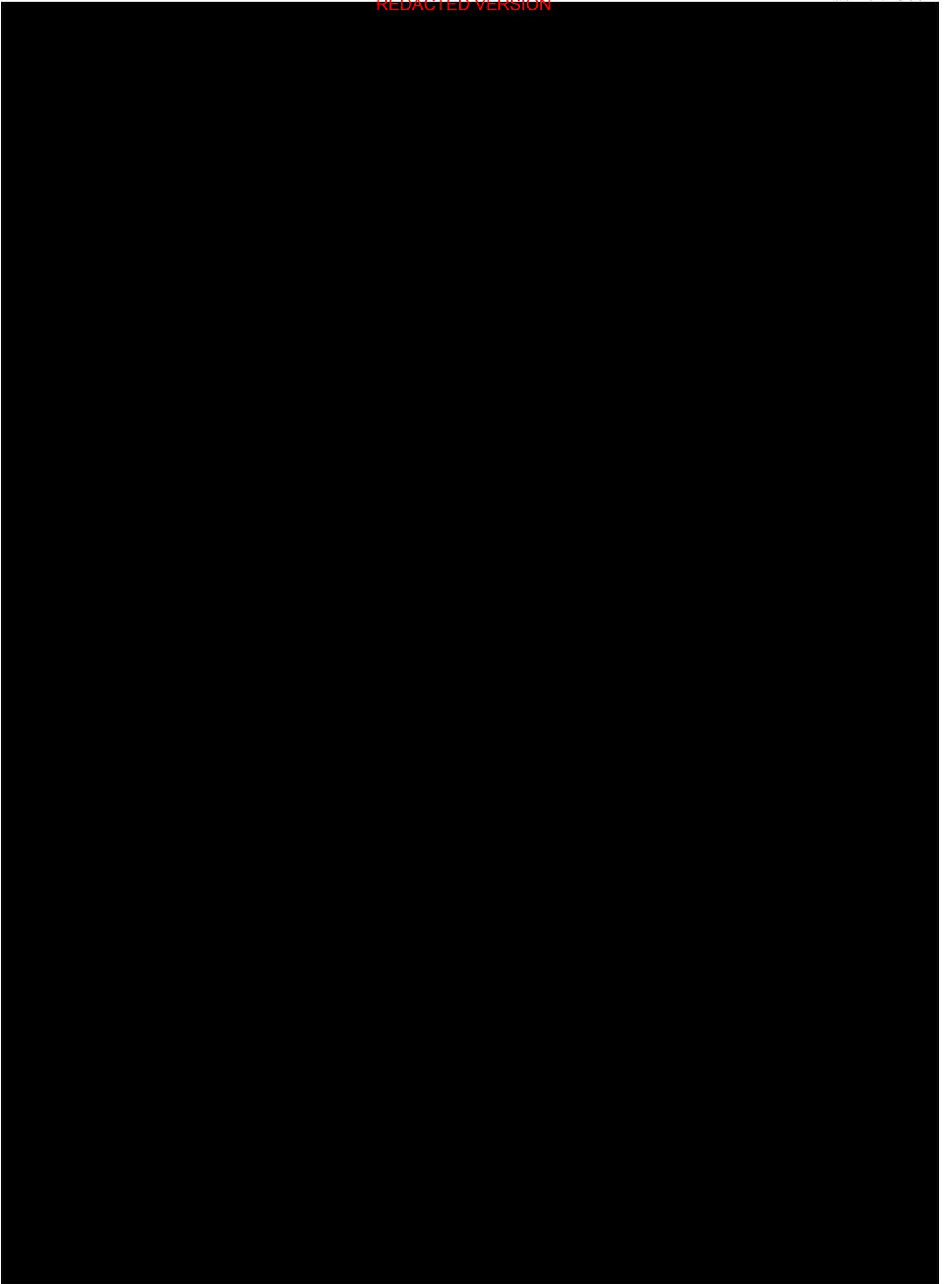
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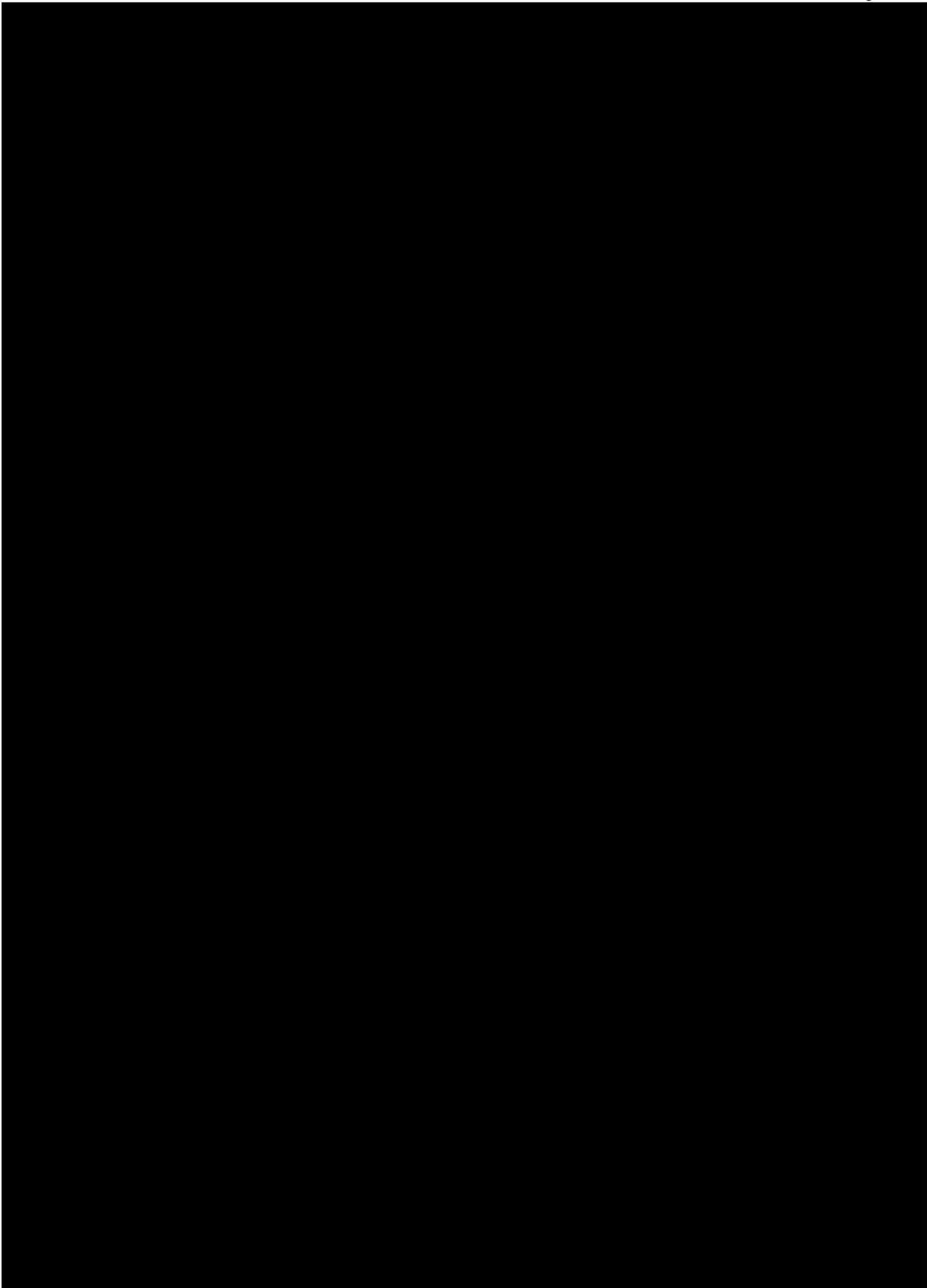
Legal Name of Firm or Corporation

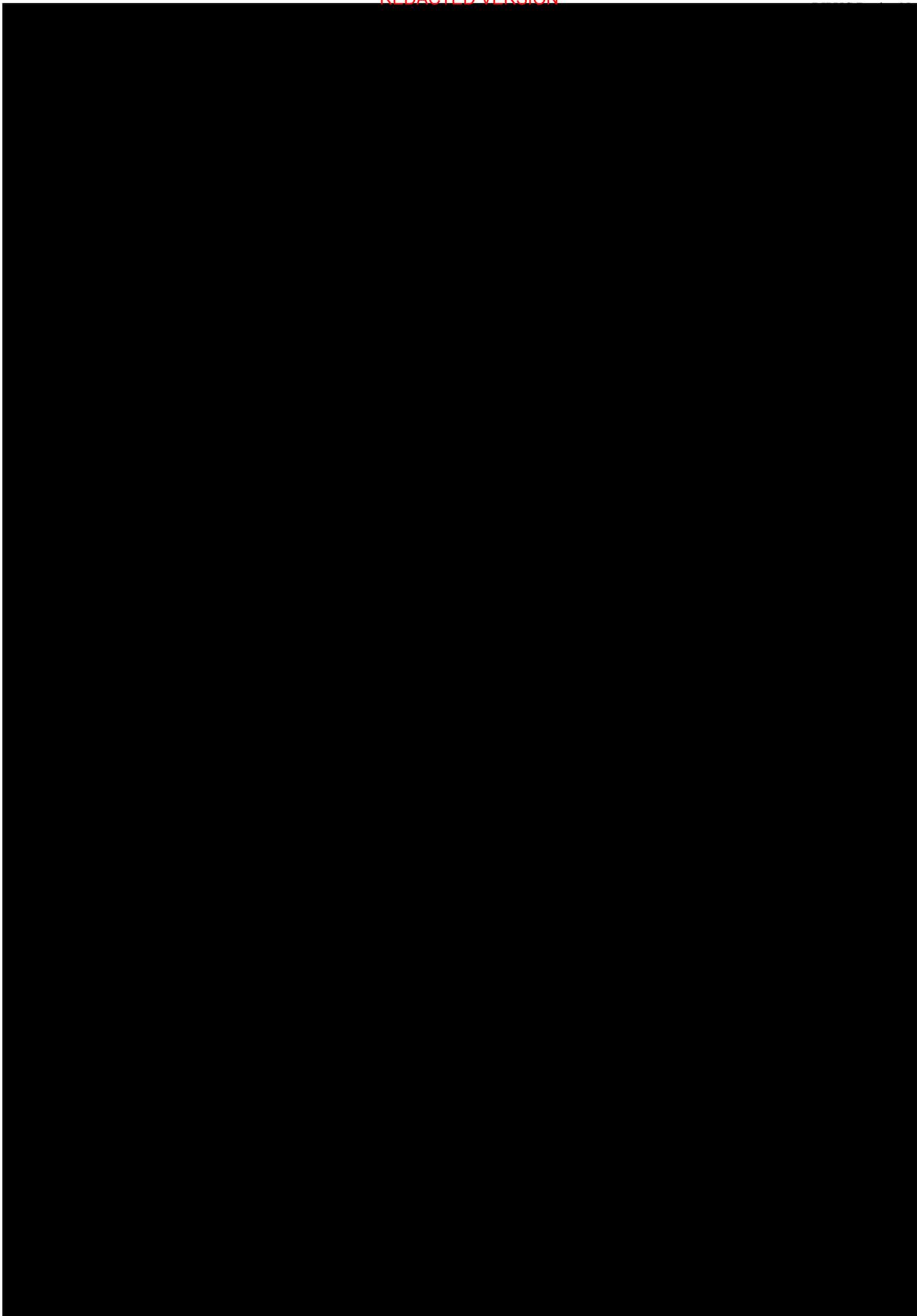
David R. Hagley

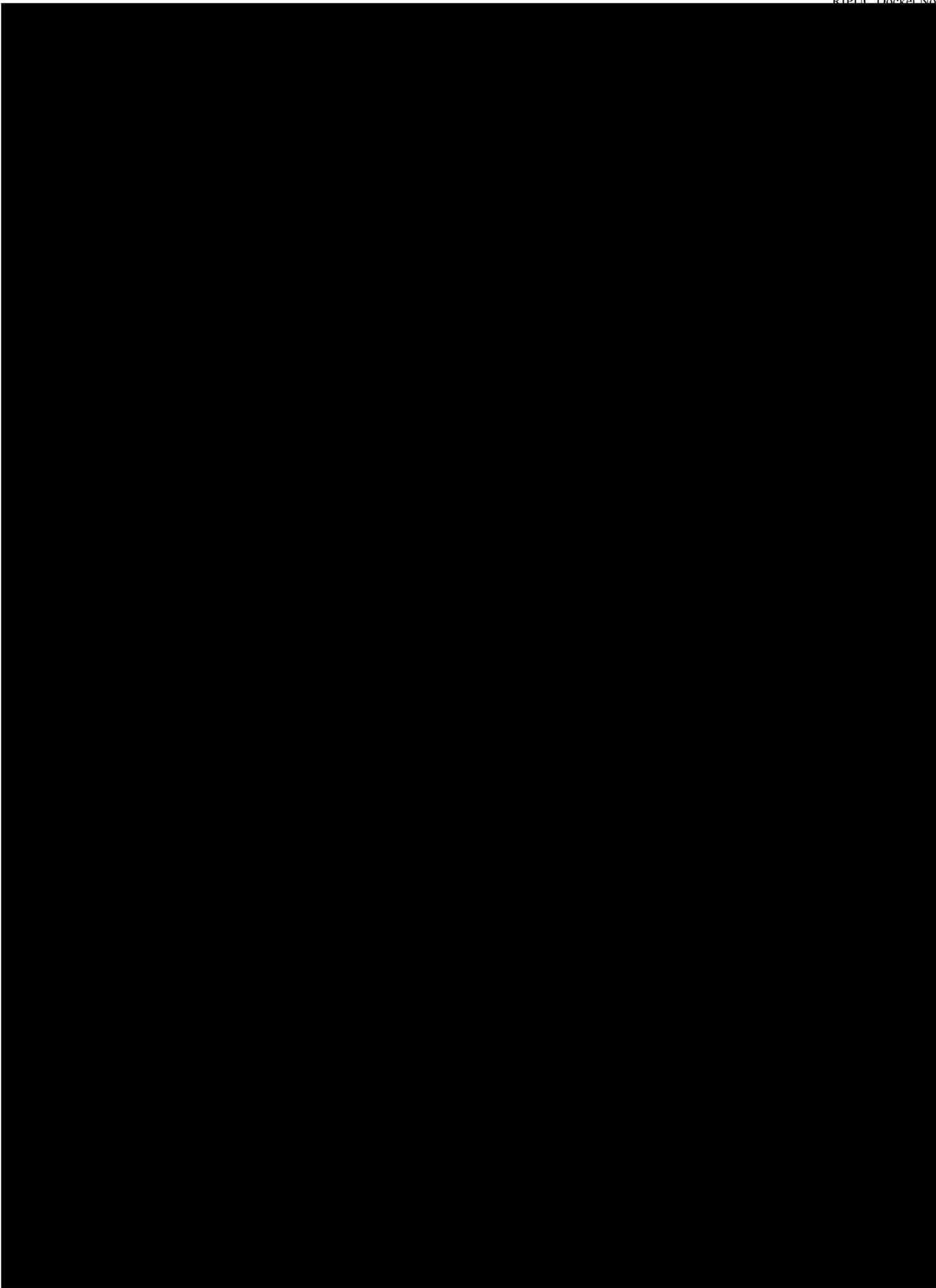
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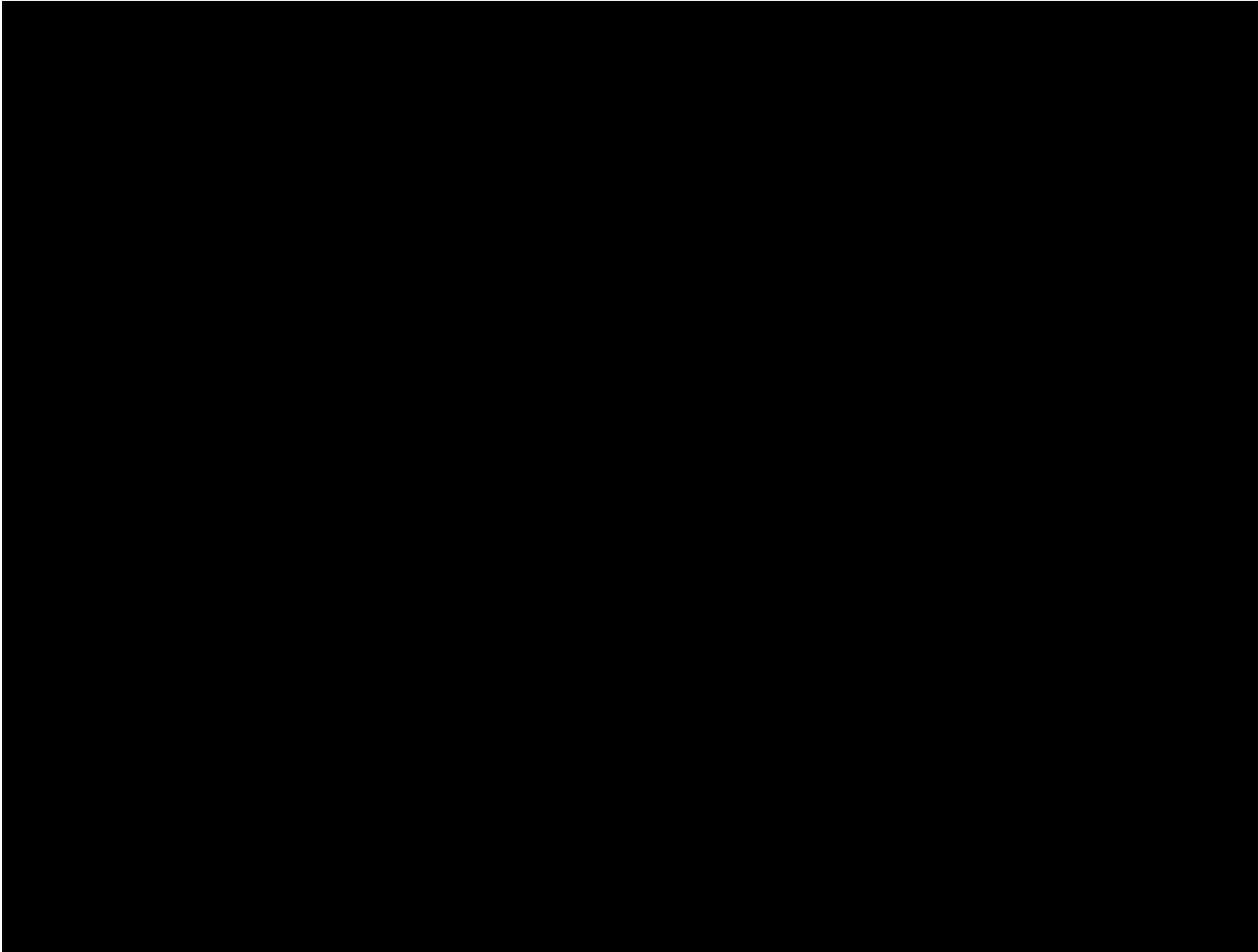
Signature

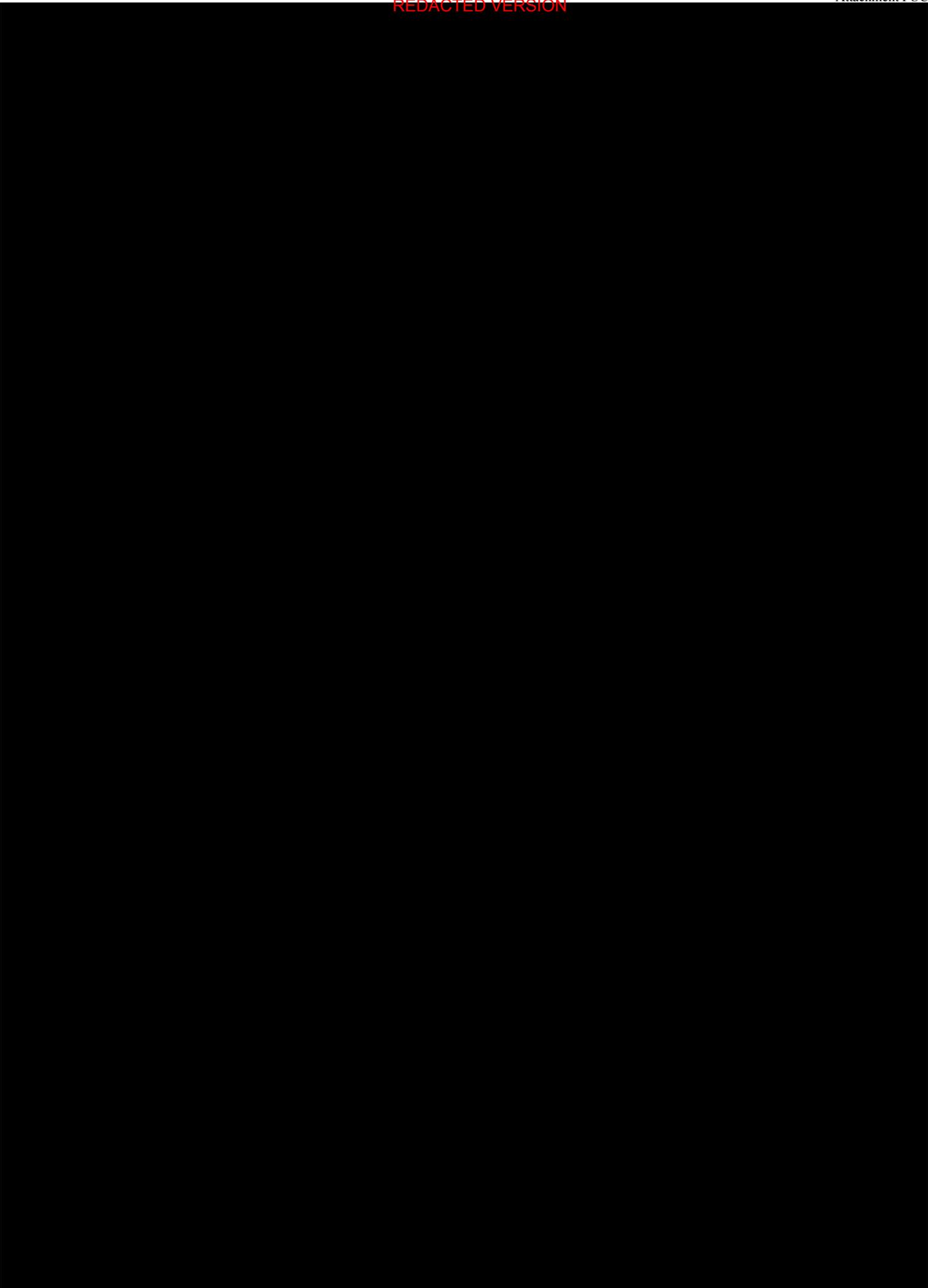


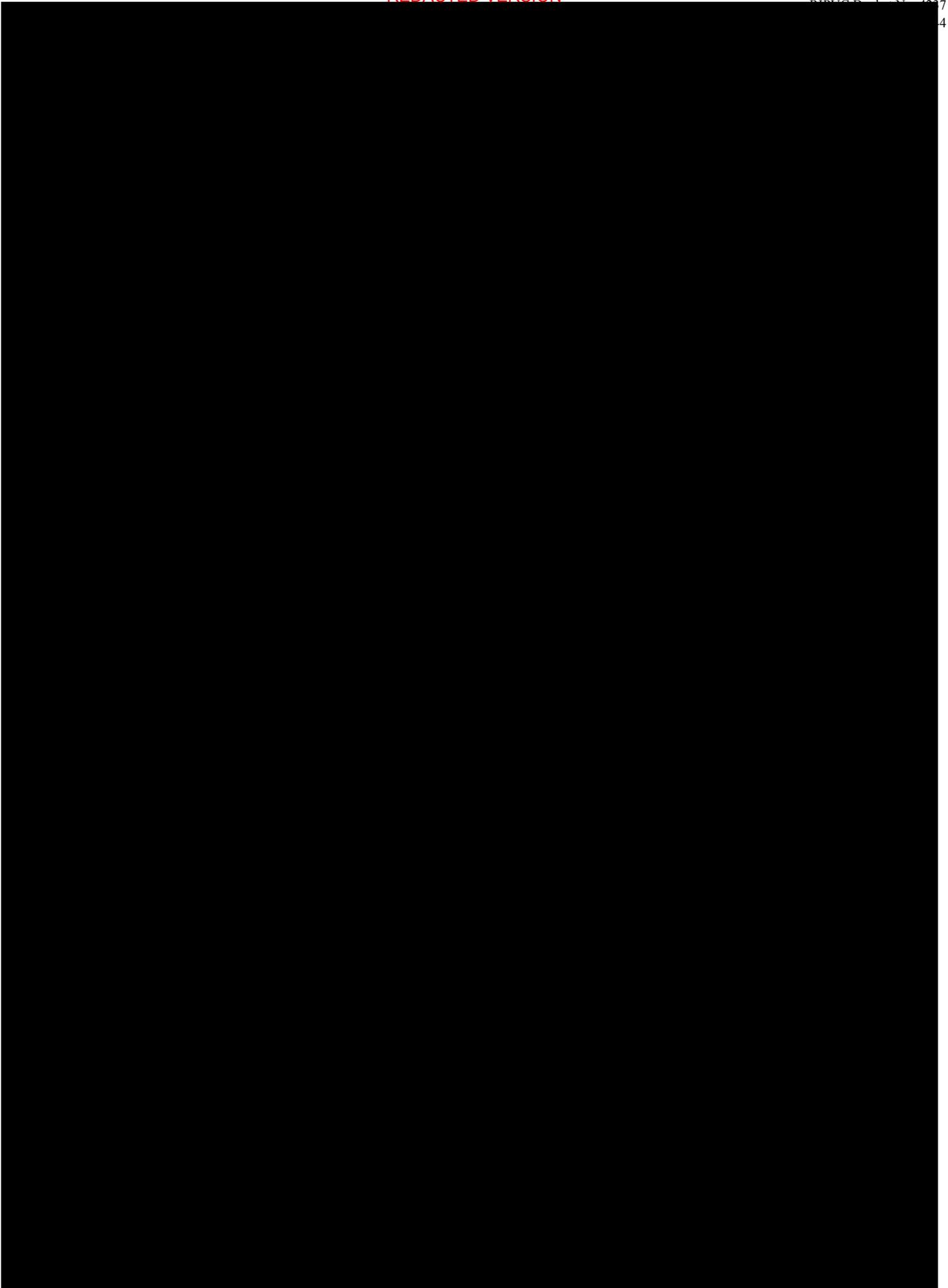


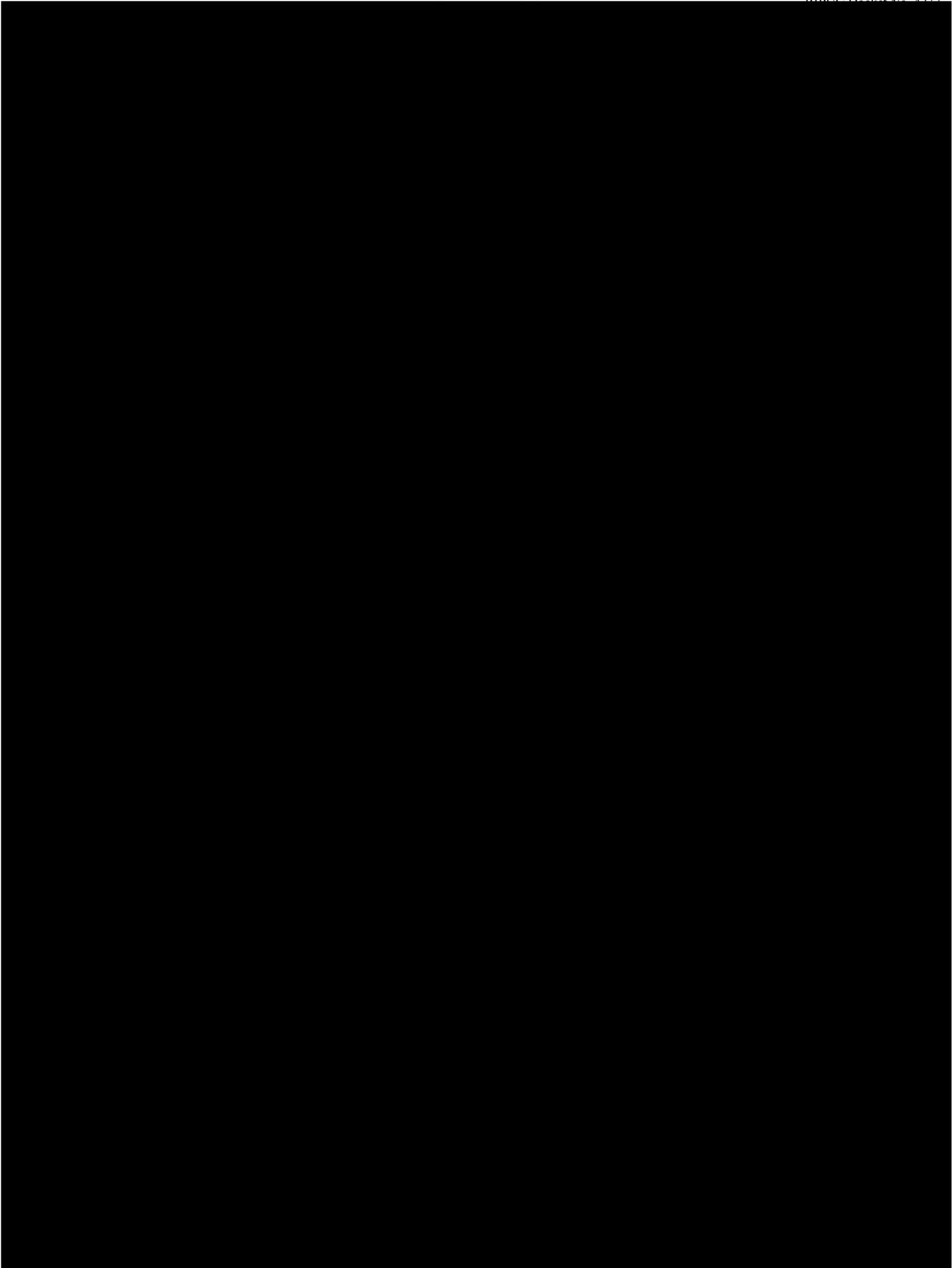


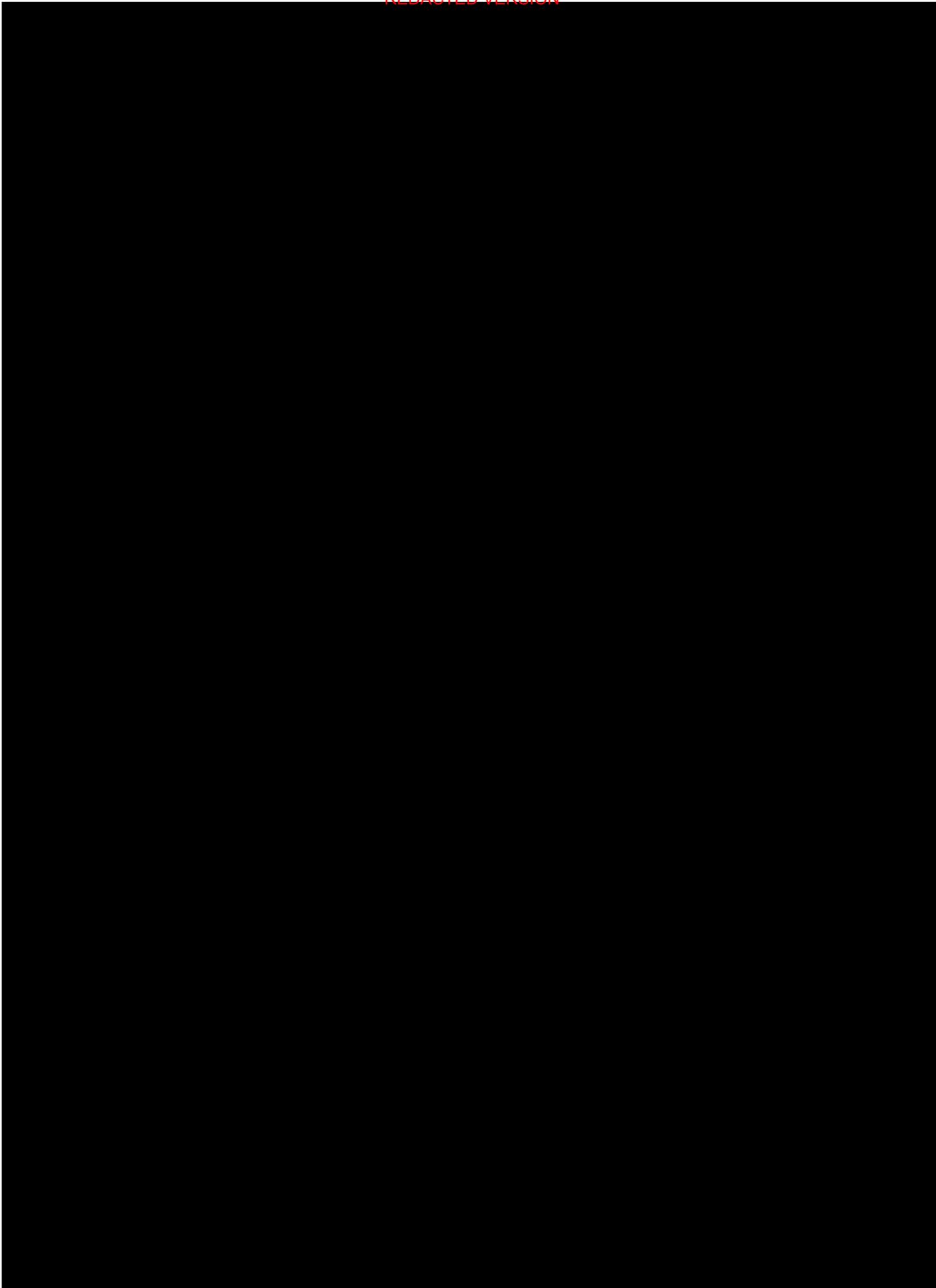


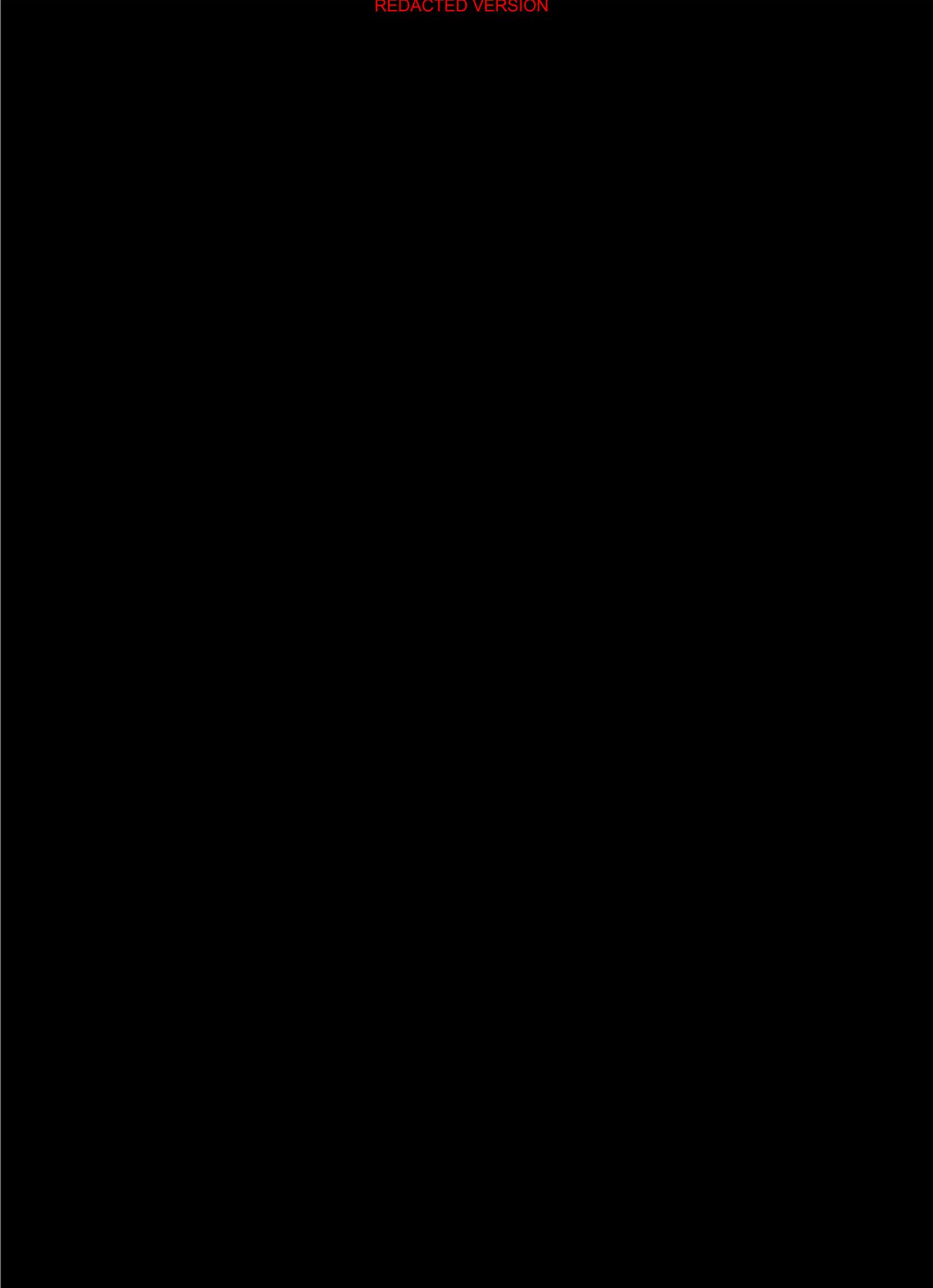


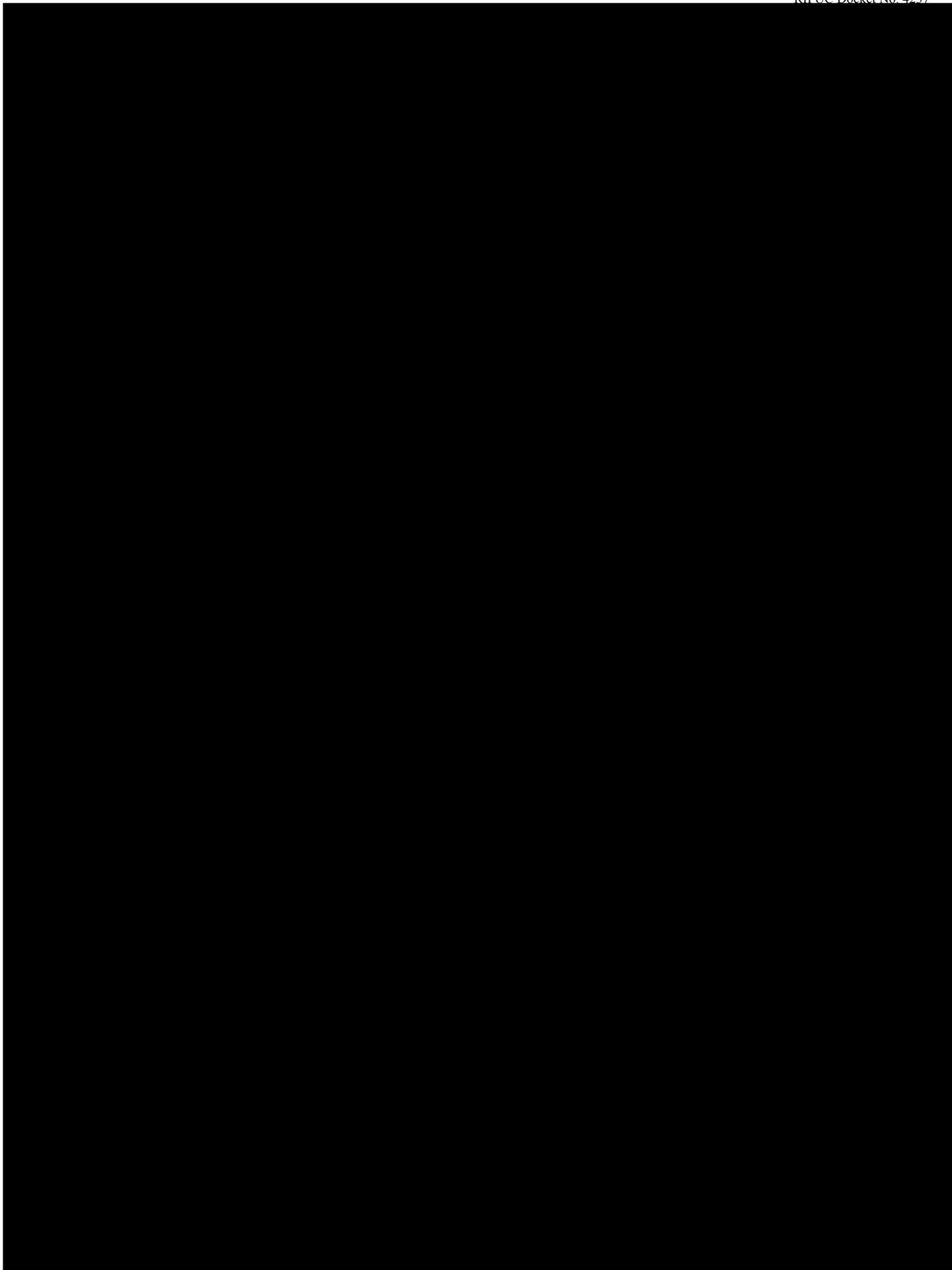


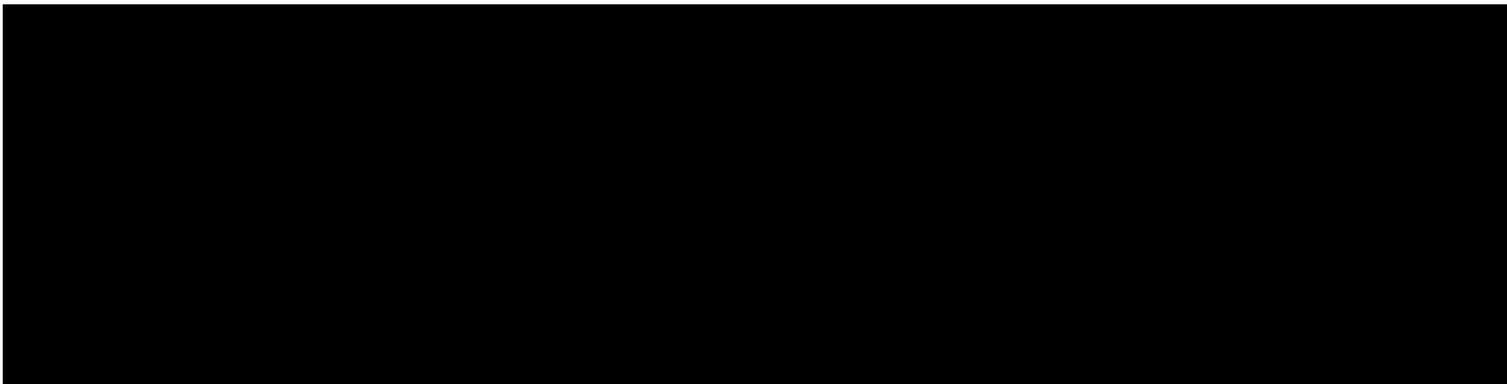
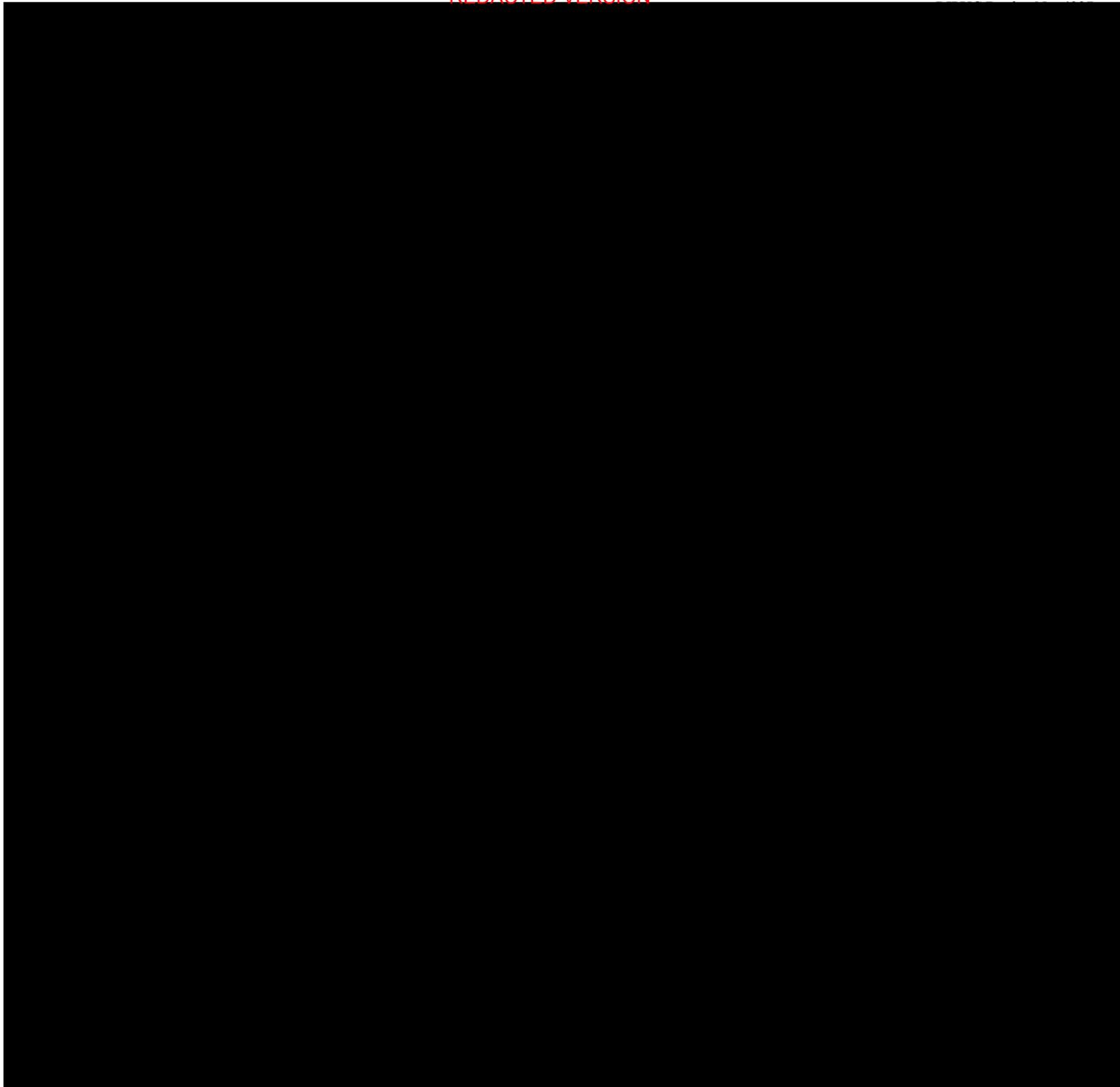


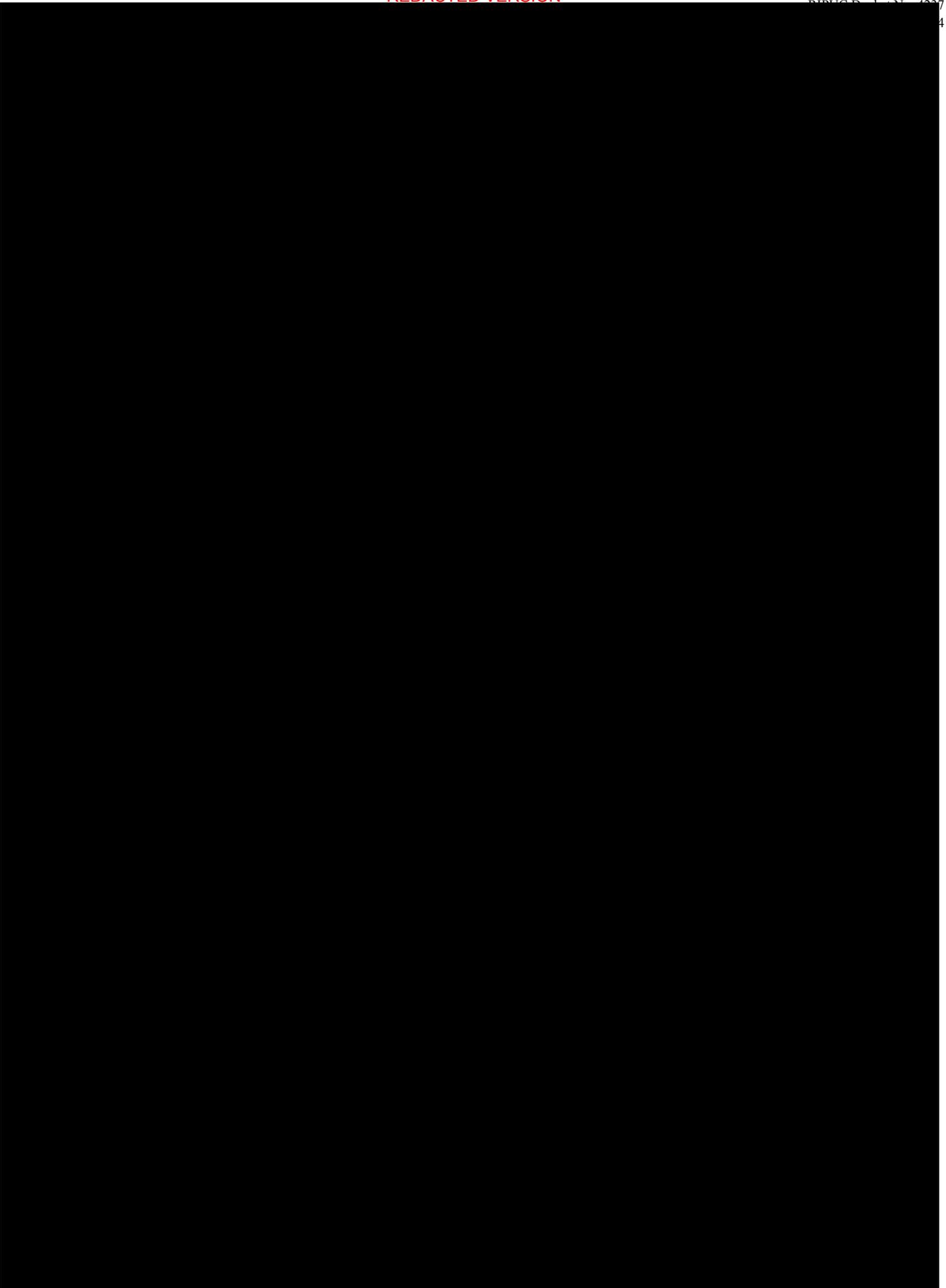


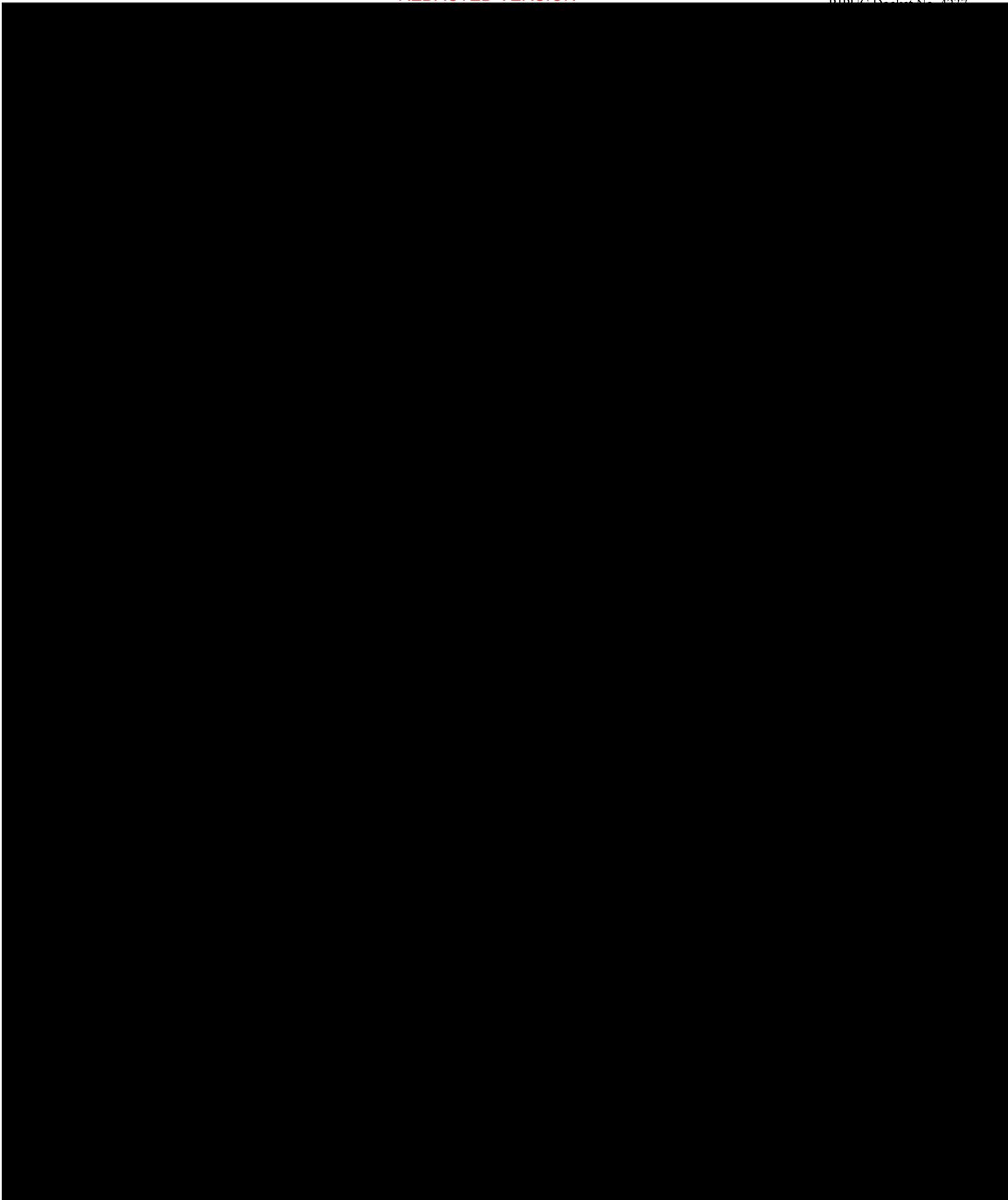


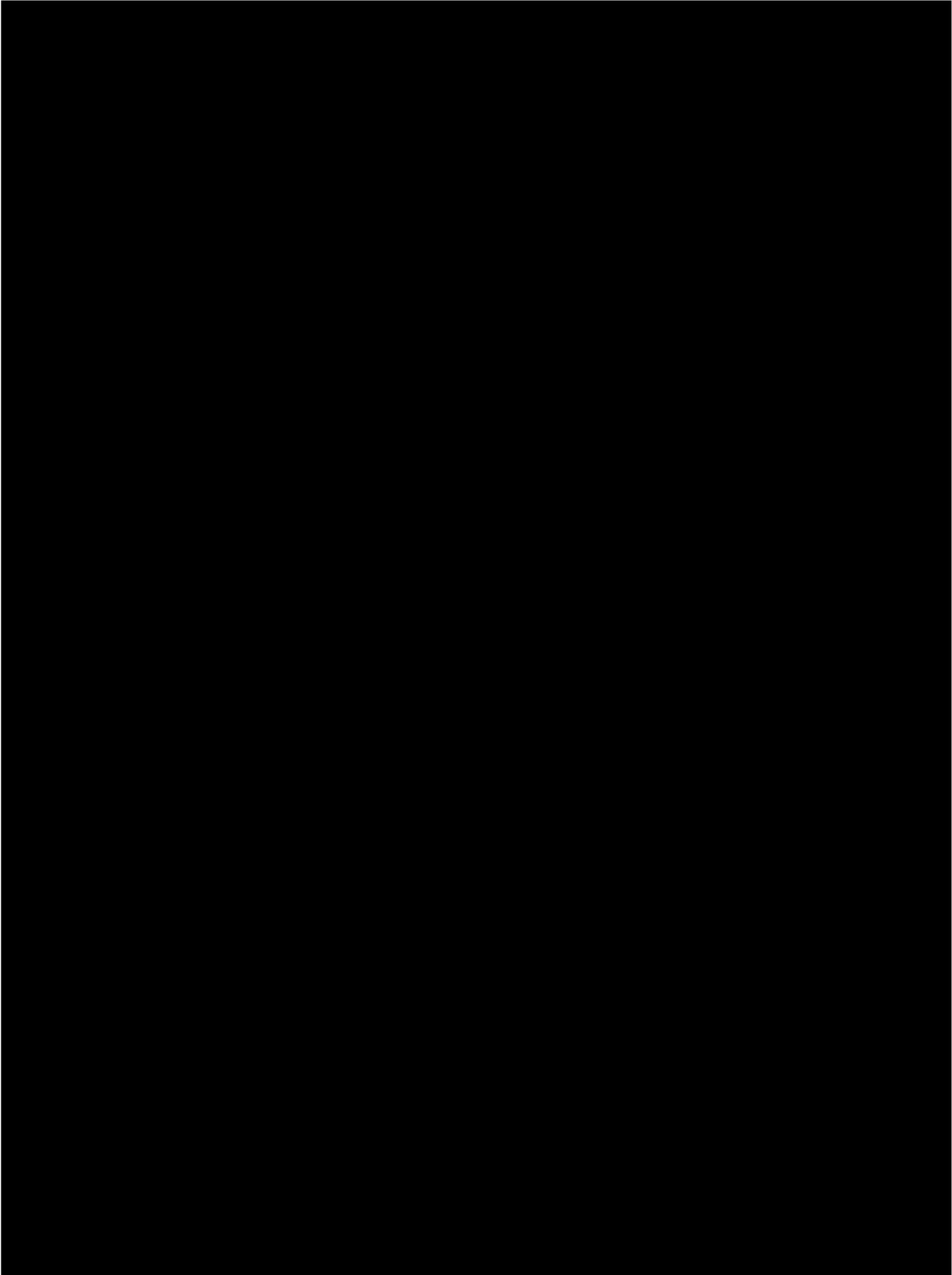


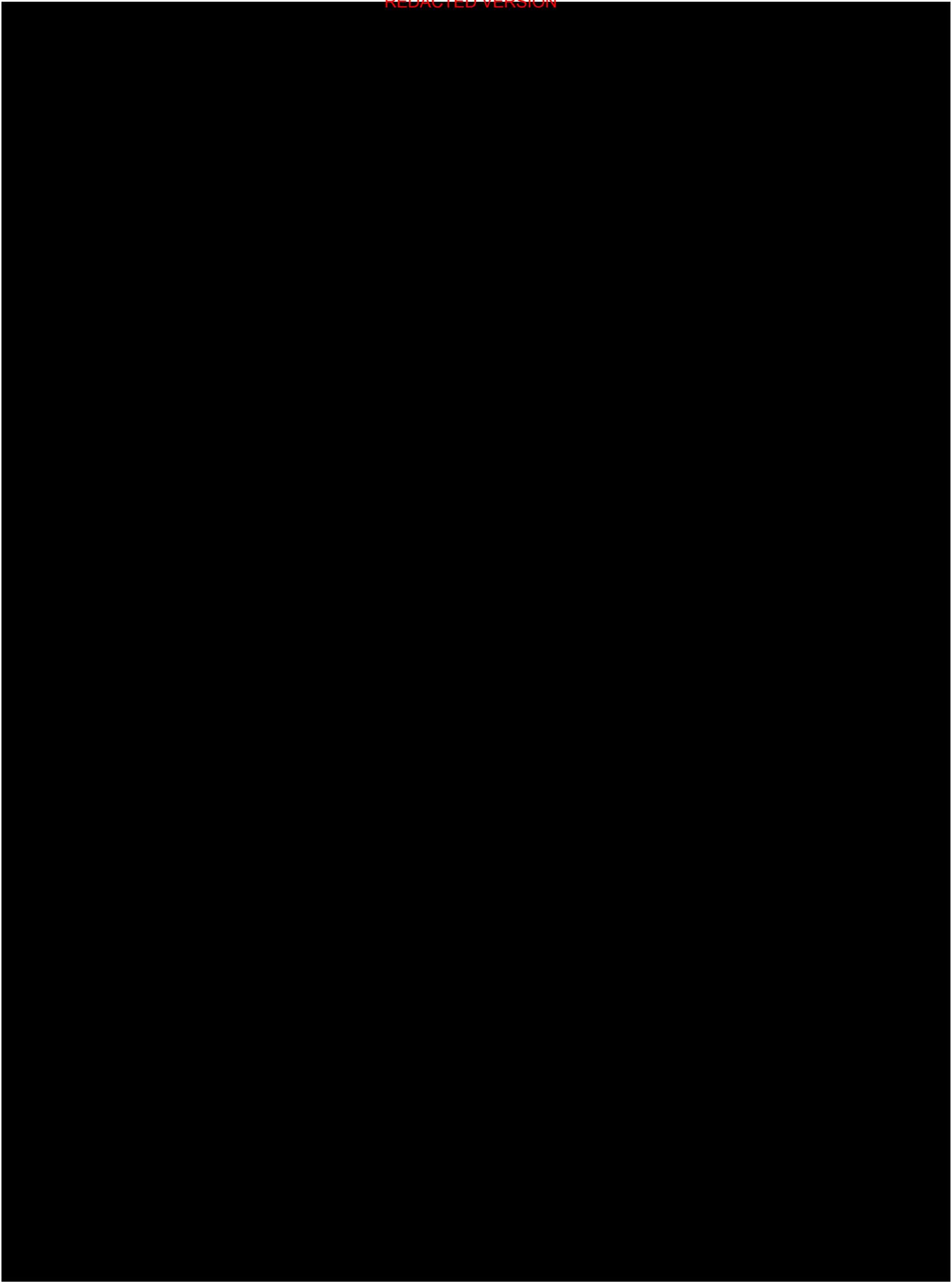


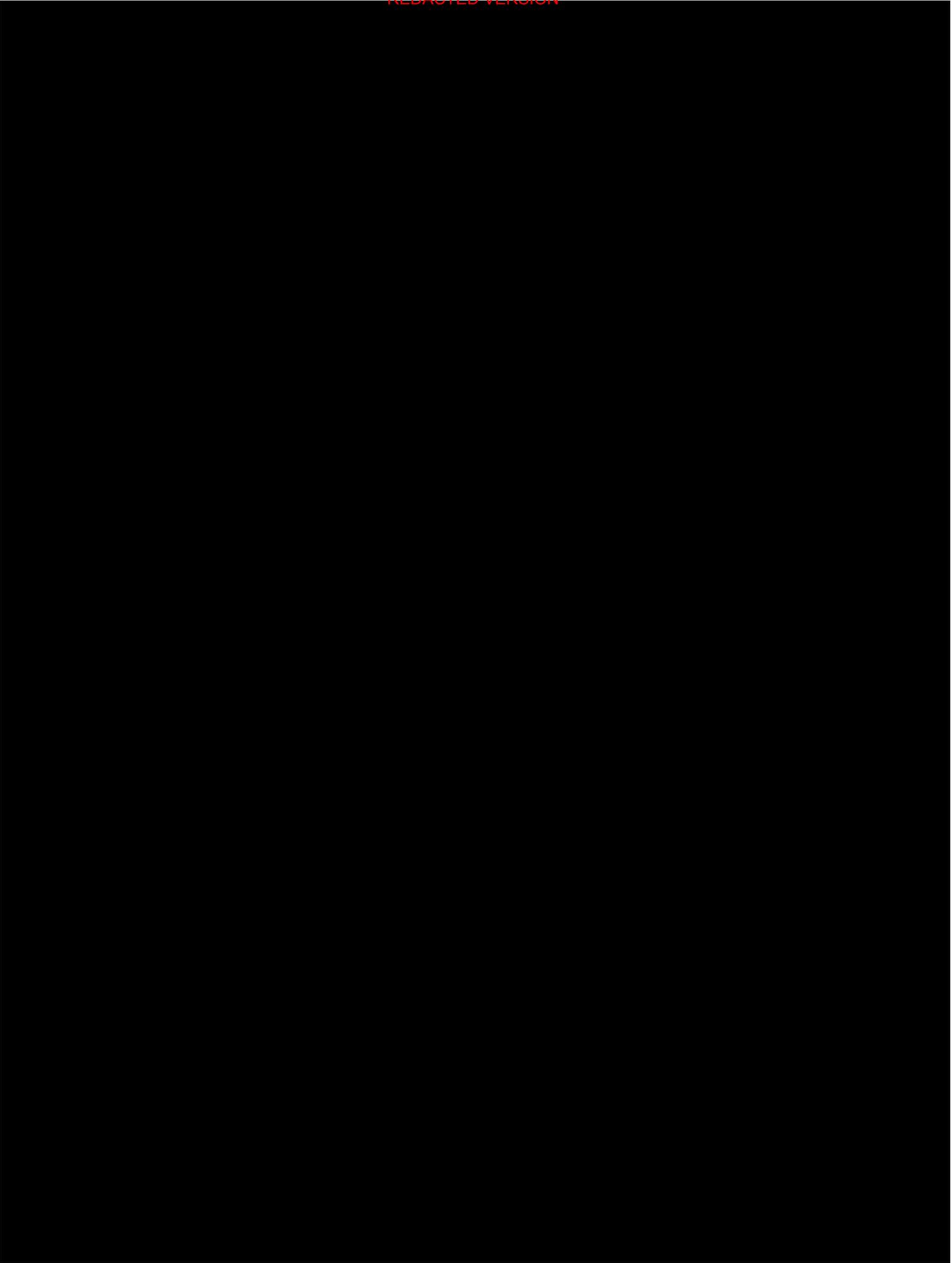


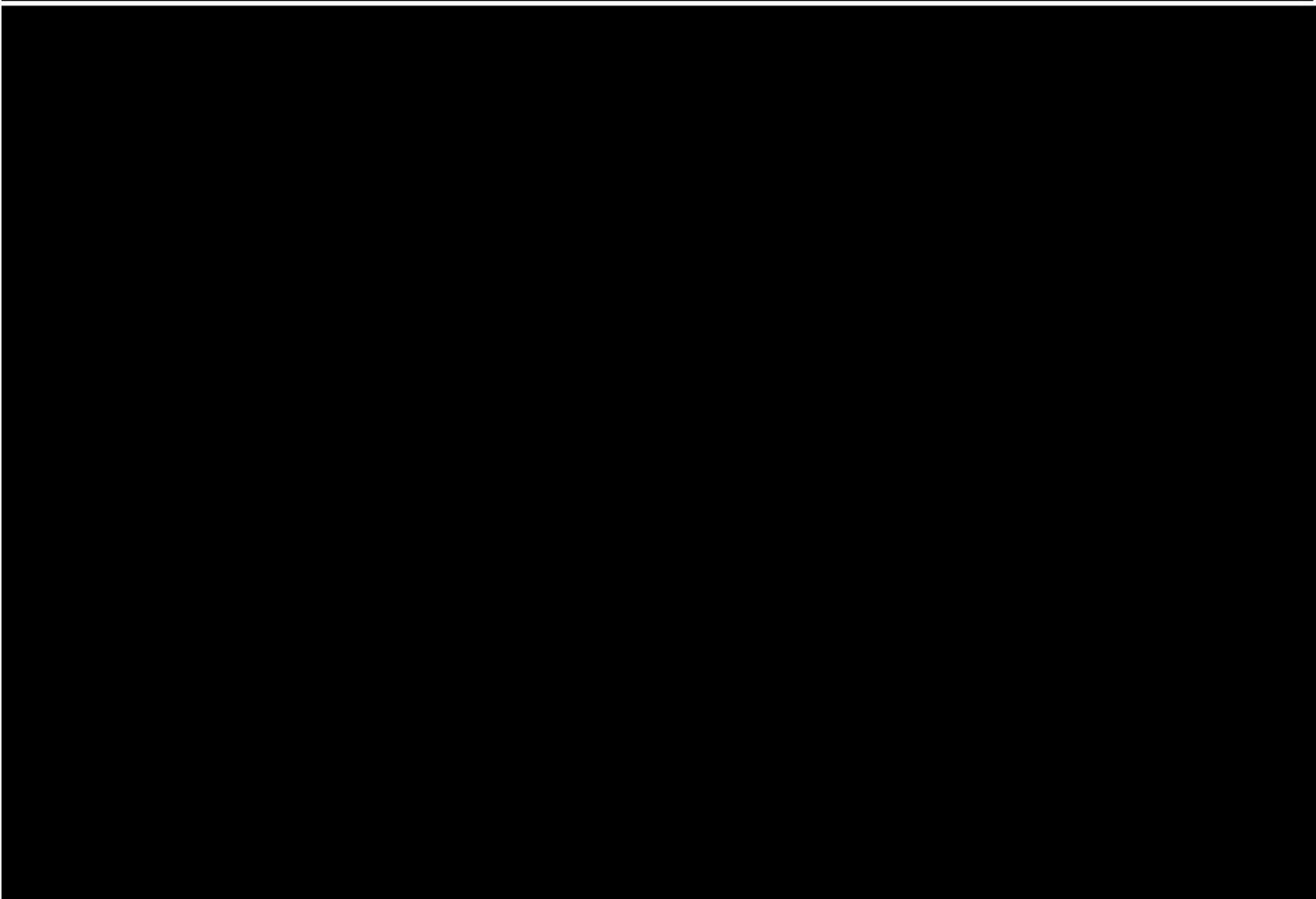
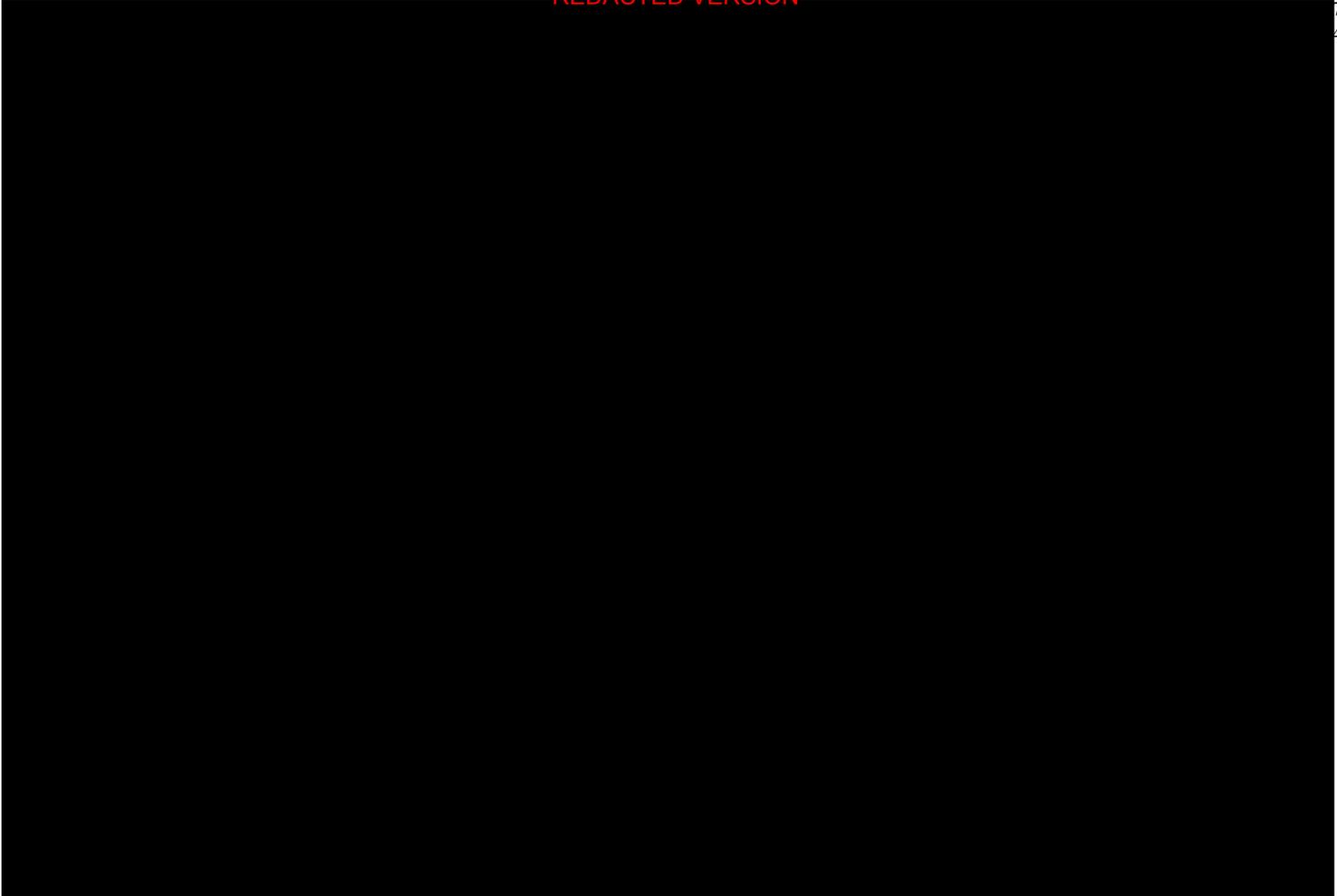




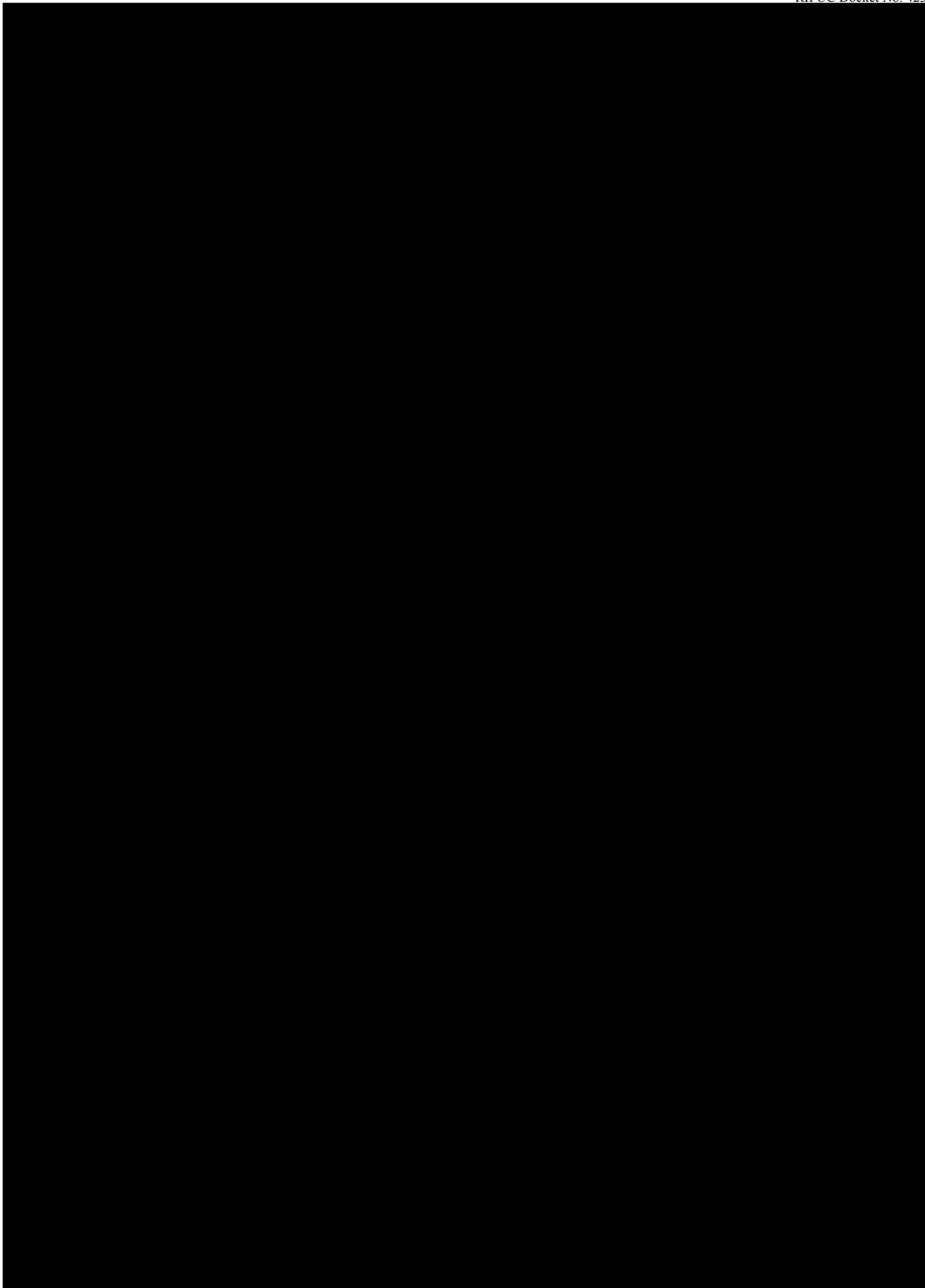


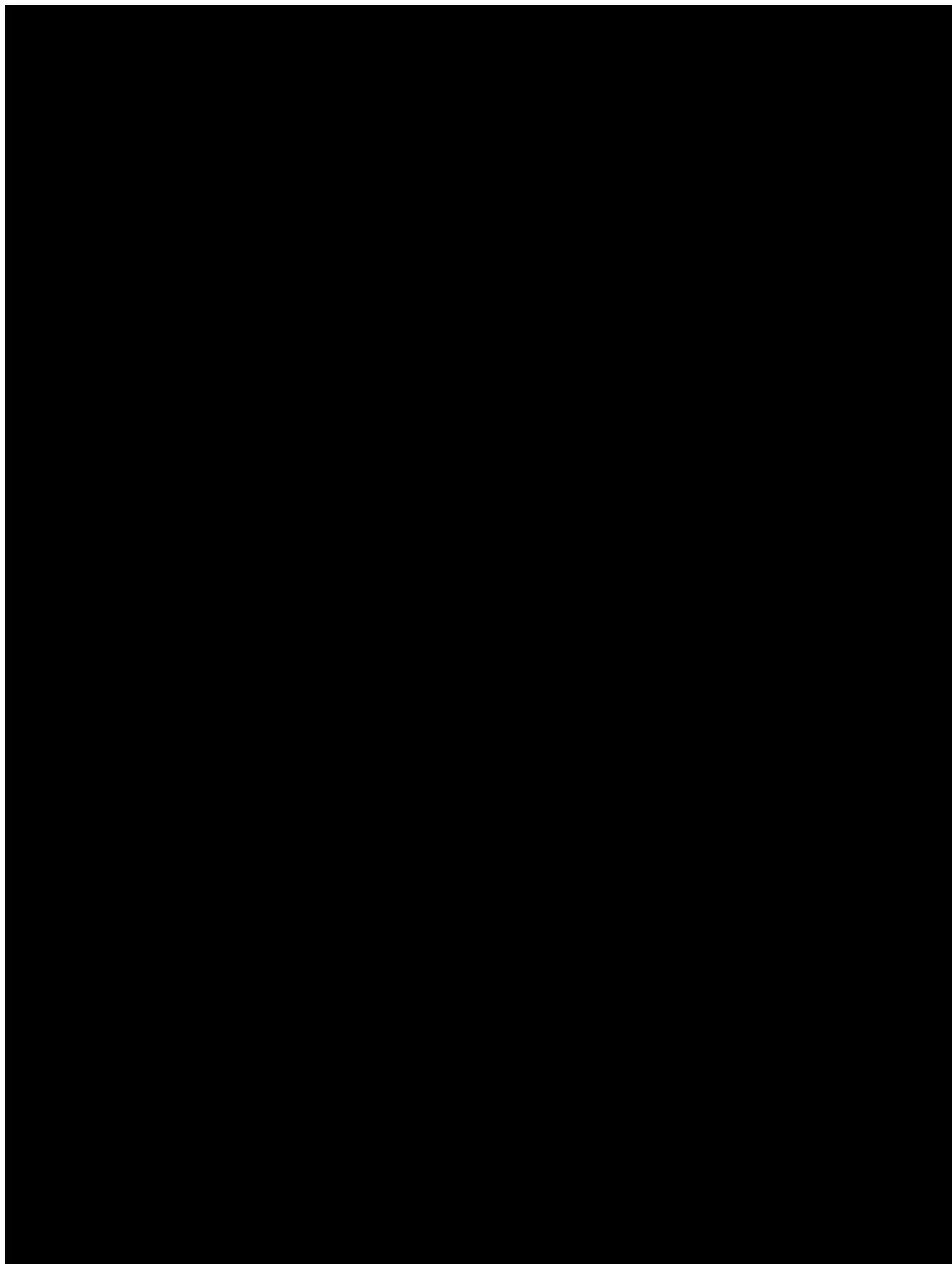


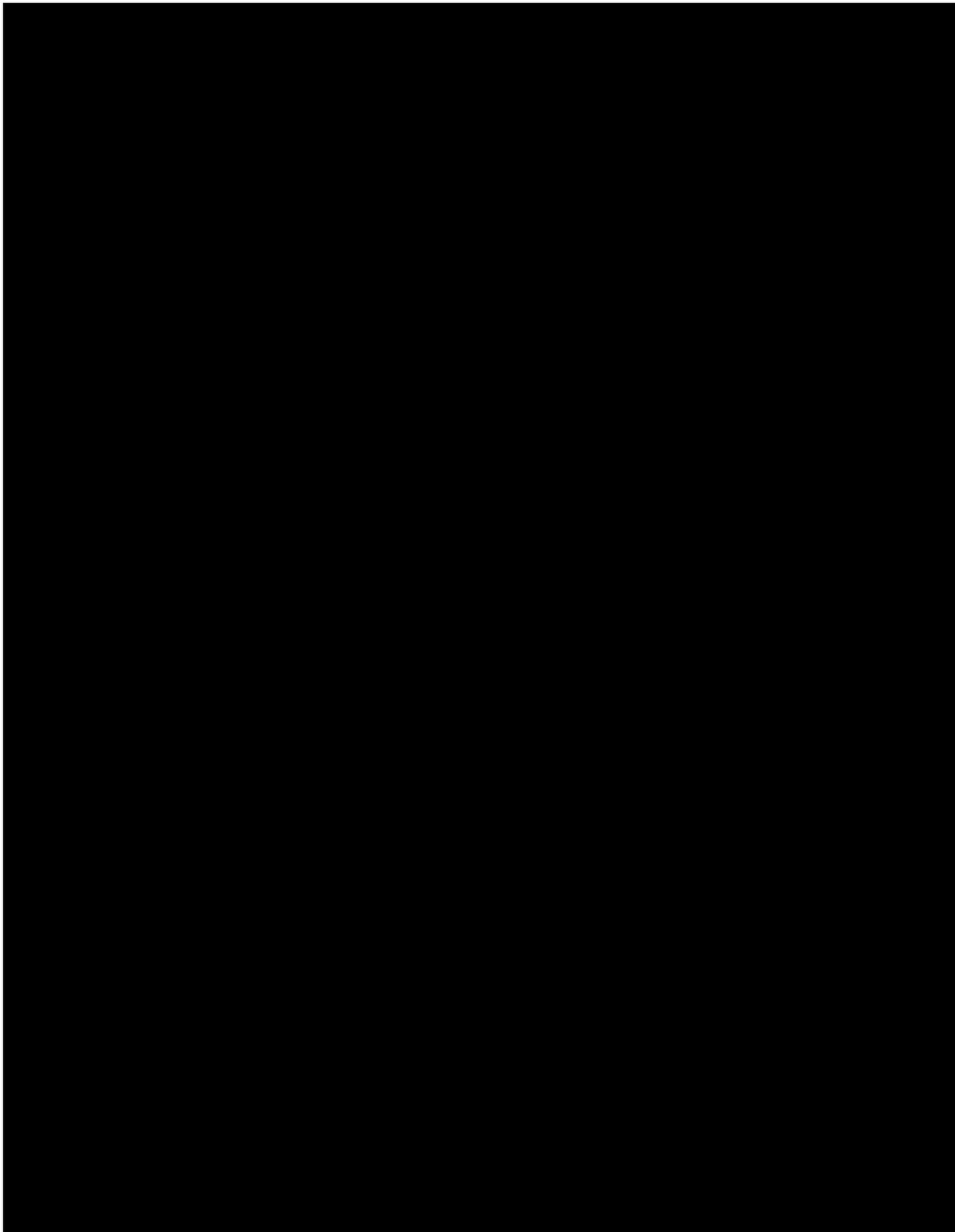


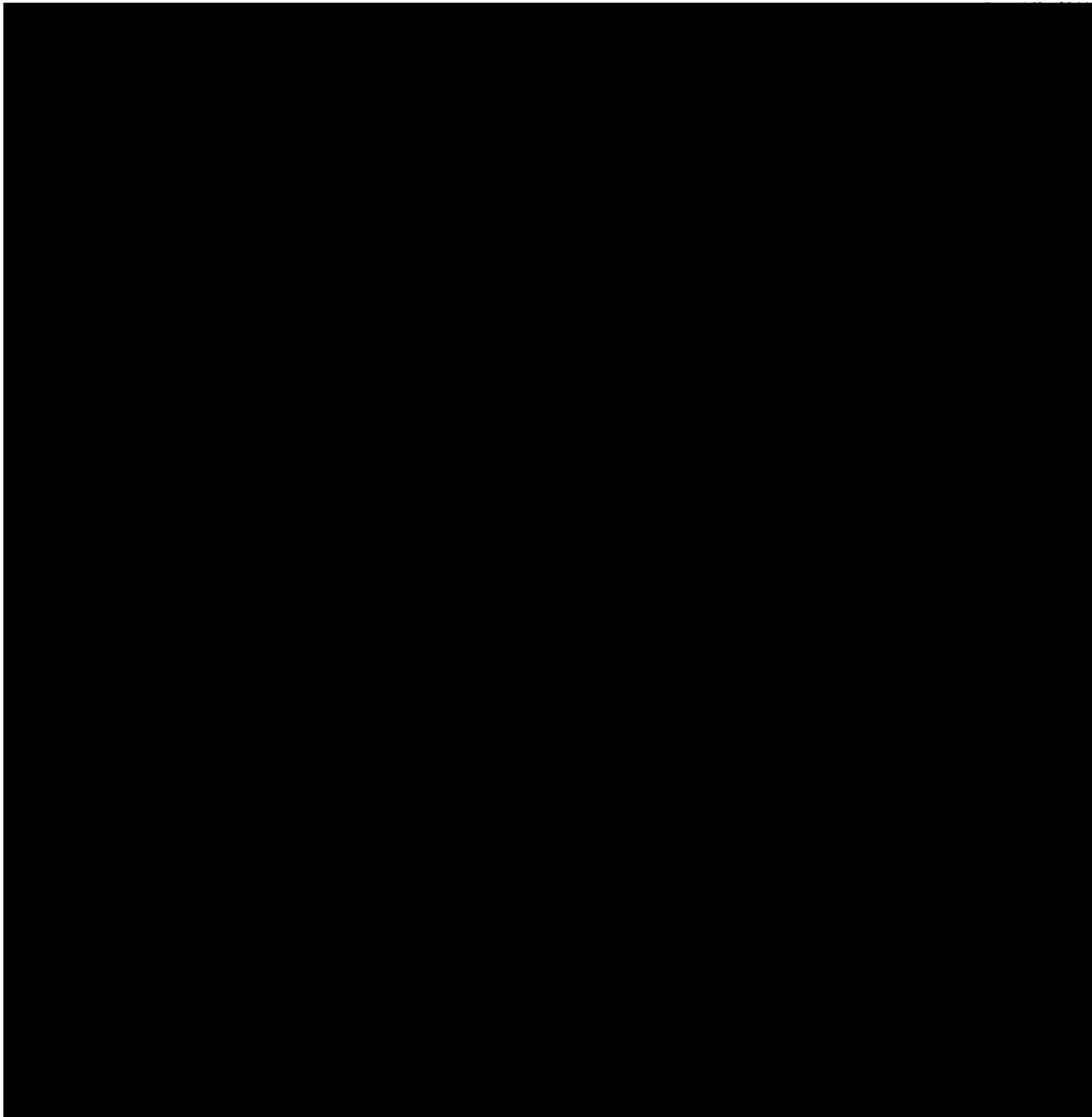


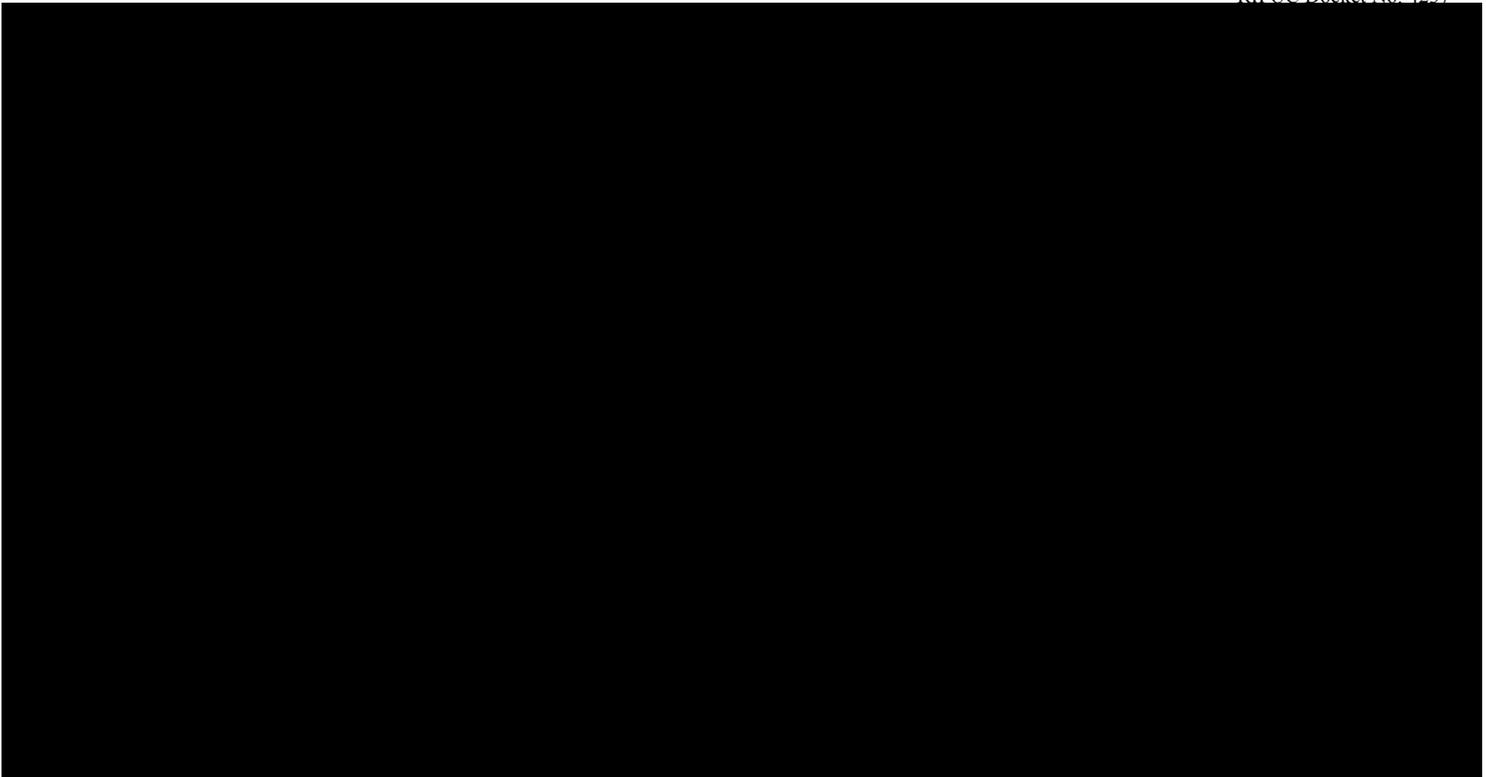














**Contractor Compliance to FMCSA/PHMSA Drug & Alcohol Regulatory Requirements**

**Date:** January 18, 2017 Rev. #3

**Document Number:** SHW-101

**Subject:** Contractor D&A Program Compliance

**Owner:** Health & Wellbeing

**OBJECTIVE**

In order to maintain compliance with state and federal regulations, and in an effort to keep our employees, our customers, and the public safe, National Grid must ensure that all Contractors (including sub-contractors) performing Department of Transportation (DOT) covered work (defined in section 2.0) have a Drug & Alcohol (D&A) Prevention Program in place. All National Grid contractors must comply with Federal Motor Carrier Safety Administration (FMCSA) and Pipeline & Hazardous Materials Safety Administration (PHMSA) Drug & Alcohol regulatory requirements.

The FMCSA and PHMSA regulatory requirements are outlined in the National Grid FMCSA D&A Prevention Plan and the National Grid PHMSA D&A Prevention Plan. Both of these plans are available on the Company Infonet, or upon request through the Regional Health offices.

To ensure that all of our Contractors have a compliant D&A Prevention Program in place, National Grid utilizes Transportation Advisor, Inc.

- Transportation Advisor (TA) reviews and monitors the drug and alcohol programs for all National Grid Contractors performing DOT covered work.
- All Contractors performing DOT covered work for National Grid must register with TA by submitting a Drug & Alcohol plan that complies with state and federal DOT regulations and specific compliance and testing data, prior to implementation of a contractual agreement with National Grid.
- Once the Contractor has submitted the required D&A program documentation necessary for registration, TA ensures that the D&A Program meets the regulatory compliance standards through an initial review of the program, and maintains compliance through quarterly audits.

This procedure details the process for ensuring that each Contractor has:

- made contact with Transportation Advisor
- submitted all required documentation to TA
- a Drug & Alcohol Program in place that meets all regulatory requirements as determined by Transportation Advisor

This procedure also provides guidance to departments to fulfill their roles in ensuring that all DOT Contractors have registered with Transportation Advisor.

This procedure was developed by the Health & Wellbeing department (formally Integrated Health Management) and complies with National Grid’s FMCSA and PHMSA Drug & Alcohol Prevention Plans.

Approved by: **Denise Griffing, Health & Wellbeing**



## Contractor Compliance to FMCSA/PHMSA Drug & Alcohol Regulatory Requirements

**Date:** January 18, 2017 Rev. #3

**Document Number:** SHW-101

**Subject:** Contractor D&A Program Compliance

**Owner:** Health & Wellbeing

### 1.0 Introduction

#### 1.1 Purpose

National Grid strives to maintain a safe and productive work environment, and to ensure that our work-practices keep our employees, customers, and the public safe. The purpose of requiring all Contractors to register with Transportation Advisor is to ensure that our DOT Contractors fulfill those goals.

Additionally, Contractor compliance to state and federal drug and alcohol regulations, via Transportation Advisor, is necessary to ensure that National Grid meets the regulatory compliance standards mandated by FMCSA and PHMSA.

The purpose of this procedure is to ensure that National Grid does not utilize Contractors who are out of compliance with FMCSA and PHMSA regulations, by requiring all DOT Contractors to register with Transportation Advisor as part of the Procurement process. Details of the registration process are outlined in section 3.0, as well as in Contractor Registration Instructions (**available on Health & Wellbeing Infonet website**).

#### 1.2 Organization of Procedure

Sections 1 through 6 contain policy and guidance for use by National Grid departments that use DOT Contractors or have a role in support of this procedure.

### 2.0 Vendor Applicability

National Grid requires all of its contracted service providers performing DOT covered work to register with Transportation Advisor. The DOT includes both Federal Motor Carrier Safety Administration and Gas Pipeline & Hazardous Materials Safety Administration. DOT covered work under FMCSA and PHMSA is defined as follows:

**FMCSA (Part 383)** - Any work that requires use of a commercial driver's license (CDL) holder driving commercial motor vehicles (CMV) e.g., line truck, dump, truck w/ trailer, utility truck, compressor truck greater than 26,000 pounds, i.e., Contractors performing work using trucks that weigh 26,000 lbs. or more.

**PHMSA** – Any work involving Liquid Natural Gas (LNG) operations, and gas pipeline construction, maintenance, and emergency response functions, i.e., all contractors performing LNG and Gas Pipeline work.

This requirement holds for work performed on-site and remotely, within and outside of the US. Throughout this procedure, these service providers are referred to as **Contractors (Attachment A - Definitions)**. Examples of Contractors include:

- Contractors



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- Consultants
- Professional Services Firms
- Sub-Contractors

**2.1 Baseline Requirements to Register with Transportation Advisor**

National Grid requires all of its contracted service providers performing DOT covered functions to register with Transportation Advisor by submitting a D&A Program Plan to TA that is in compliance with state and federal regulations - before a bid is awarded.

**2.2 Applicability Exceptions**

The following categories of Contractors can normally be excluded from the Drug & Alcohol Program Compliance requirements and can be classified as ‘visitors’ for the purposes of this Procedure. These Contractors provide delivery or removal services.

- Manufacturers, suppliers, or distributors of equipment, material, supplies, goods, or other tangible items
- Delivery companies
- Waste or recyclables haulers

**2.3 Special Considerations for Firms Located Outside of the US**

National Grid will seek to impose its Drug & Alcohol Prevention Program Compliance requirements consistently for all Contractors, regardless of location. However, if the requirements defined in this procedure are determined to be incompatible with the social and governmental structures of the countries where services are rendered, requirements will need to be customized by the User Departments and Procurement, with input, review, and approval by the Health and Legal departments.

**3.0 Transportation Advisor Monitoring Requirements Overview**

Procurement will impose the requirements on Contractors through contract terms. The Contractor is responsible for carrying out all required Transportation Advisor monitoring requirements.

**3.1 Registration with Transportation Advisor Requirements**

Registration with Transportation Advisor must be completed, and compliance to state and federal D&A regulations achieved, for all contractors performing DOT covered work, prior to contract implementation.

Transportation Advisor will determine if the DOT Drug & Alcohol Plan submitted through the registration process meets all DOT D&A regulatory compliance standards.



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If it is determined at any time that a Contractor does not meet the Transportation Advisor registration requirements, or has falsified a document that is part of a Transportation Advisor registration process or provided misleading statements or information as part of a Transportation Advisor registration process, the Contractor will be subject to removal from the work-site and contract termination.

**3.2 Submission of Drug & Alcohol Plan to Transportation Advisor**

All DOT Contractors must submit a Drug & Alcohol Program Plan that is in full compliance with all State and Federal DOT regulations. The D&A Plan must be submitted through TA Monitor, TA’s web-based reporting system (**see Contractor Registration Instructions available on the Health & Wellbeing Infonet website.**) Transportation Advisor will determine whether the Plans meet the regulatory requirements and will provide a rating of “Satisfactory” “Conditional” or “Unsatisfactory” upon completion of a full review. (**Attachment E**)

**3.3 Monitoring Contractor Compliance**

TA will audit/monitor Contractor compliance and provide status updates via TA Monitor, email notifications, and bi-annual reporting. Failure to maintain a satisfactory rating will result in removal from the Active Contractor List.

National Grid recognizes that extraordinary events or emergencies may occur which will not allow for total compliance with this policy. The Vice President of SHE is authorized to provide limited exceptions when these exigent circumstances exist. Any exceptions granted will be for the duration of the event or emergency only and shall not be granted under normal/routine operations. Exceptions may not be granted that would violate regulatory or legal requirements.

**4.0 Process**

The following is a brief outline of the Transportation Advisor registration and monitoring process. It is representative and not intended to address all situations that may arise.

1. User department pursues Contractor services through normal procurement process
2. Contractor registers with Transportation Advisor via TA Monitor – submits D&A Plan and all required documentation
3. Initial D&A audit completed by TA (all initial audits must result in “satisfactory” rating)
4. Contractor provides verification to Procurement via Contractor Affidavit
5. Monitoring Audits – quarterly
  - i. Initial phone call from Transportation Advisor to Contractor.
  - ii. Email to Contractor with instructions for reporting
  - iii. Audit submission of all compliance information



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- iv. Work with Contractor or service agent to correct deficiencies
- v. Compliance rating established
- vi. Identifying sub-contractors and audit for compliance
- vii. Email reminder sent to all Contractors regarding quarterly reporting (January, April July and October)
- viii. Audit semi-annual submissions
- ix. Update compliance rating
- x. Notify operator of update in TA Monitor (TA web-based reporting system)
- xi. Upon a regulatory change, new FMCSA and PHMSA plans are requested from all Contractors
- xii. Online MIS filing of contractor and subcontractor MIS annually by March 15

**5.0 Departmental Responsibilities**

**5.1 User Departments (Field Operations)**

- Determine whether Contractor specifications, as defined in Section 2.0, are applicable and notify Procurement so they may be referenced in contracts and requests for proposals.
- Jointly with TA and Health, respond to Procurement’s requests for evaluation of exception requests and potentially deficient Contractor submittals. Input should be at the director/manager level or above.
- Jointly with TA, Health, and Legal (as needed) evaluate Contractor requests for consideration of Contractors with adverse findings. Input should be at the director/manager level or above.
- Submit requests for Contractor audits to Health in response to any concerns over potential non-compliance by Contractors.
- With input from TA, Health and Legal (as needed) collaborate with Procurement in determining termination or remediation requirements for Contractors found to be out of compliance with FMCSA and PHMSA regulatory requirements as determined by Transportation Advisor.
- Confer with Procurement and Health regarding disqualifying Contractors from consideration for contract award if Contractor refuses to submit documentation required by TA.



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**5.2 Health & Wellbeing**

- Health & Wellbeing is responsible for the overall management of the FMCSA and PHMSA D&A Programs at National Grid, which includes oversight and monitoring of DOT Contractors.
- Health & Wellbeing is responsible for the relationship with Transportation Advisor and will work directly with TA in ensuring that the process for managing Contractor D&A compliance is effective.
- Health & Wellbeing will work directly with Procurement and TA in determining Contractor eligibility and removal.
- Submit requests for Contractor audits to TA in response to any concerns over potential non-compliance by Contractors.

**5.3 Procurement**

Procurement must include certain sections of this procedure in contract documents. To clarify this, the intended use of each section of this procedure is as follows:

Procedure Body, including all sections in advance of Definitions: For **internal use only** to inform internal departments of our requirements, processes, and departmental responsibilities.

Definitions: For **internal use only**.

Contract Compliance Affidavit – Available on **Health & Wellbeing website**. The Contractor Compliance Affidavit shall be provided to the Contractor. The Contractor Compliance Affidavit must be signed by the Contractor and returned to the Procurement Contract Manager. The Contractor Compliance Affidavit affirms that the Contractor understands the DOT D&A program requirements, and has successfully registered with Transportation Advisor.

- Incorporate the registration with TA, and D&A program requirements, and right to audit into the contracting process for DOT contracted services.
- Obtain signed copy of Contractor Compliance Affidavit from Contractor and review for completeness. Contact the Contractor to resolve apparent deficiencies or omissions. Contact Health & Wellbeing to address unresolved issues for determination of adequacy or need to disqualify vendor from award consideration.
- Obtain confirmation from TA and Health & Wellbeing regarding Contractor compliance.



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- With the concurrence of TA, and the User Department, disqualify Contractor from consideration for contract award if Contractor refuses to submit completed information sheet and compliance assurance statement or if requests for exceptions are not approved by TA/Health.
- Provide TA with executed contract that includes Contractor D&A Program Plan requirements. Document any approved exceptions in contract terms.
- In collaboration with TA, Health and Legal, issue contract termination notices or remediation requirements to Contractors found to be out of compliance with National Grid's DOT D&A program requirements.

### 5.4 Other Departments that Issue Contracts

If departments outside of Procurement issue contracts to Contractors as defined under Applicability (section 2.0), these departments will have the same responsibilities as listed for Procurement under (section 5.3) above to ensure that the requirements of this procedure are imposed.

## 6.0 Compliance Assurance Program

National Grid must obtain a high level of assurance that Contractors are complying with National Grid's D&A regulatory requirements. This is accomplished through various components built into Transportation Advisor's procedures and proactive steps available to affected departments and as outlined in this section.

### 6.1 Contractor Information Sheet and Compliance Statement

During the contracting process TA determines the level of D&A compliance required by Contractors. The required TA forms are referenced in the Terms and Conditions of the contract. The Contract Compliance Affidavit (**available on Health & Wellbeing website**) which becomes part of the contract provides assurance that the Contractor is aware of the registration and D&A regulatory requirements. The Contract Compliance Affidavit is required to be signed by the Contractor and returned to Procurement as certification that the registration process is being performed. These certifications are reviewed by Procurement and TA for completeness and copies are retained in Procurement and TA files. This process provides a high degree of assurance that the Contractor understands and is in compliance with the Contractor DOT D&A regulatory requirements.

### 6.2 User Department Requests for Audit

Transportation Advisor will conduct periodic compliance audits in response to User Department or Procurement Department requests that may be submitted if either department suspects instances of Contractor non-compliance. The audits will be completed primarily through mailed requests and submissions. As part of the review,

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Contractors will be required to submit written descriptions of their D&A program and policy. The audit will include confirmation that a compliance statement was completed by the Contractor and verification that the Contractor completed the baseline level requirements and any supplemental requirements as determined by TA.

TA will be responsible for submission of a written report for each audit conducted. The Audit Report will detail the results of the audit, including a description of the audit scope, the identity of the auditor, the identity of any Contractor personnel contacted during the audit, a record of the files and documents that were reviewed, a summary of the audit activities, a determination of whether the Contractor is in compliance with the D&A procedure, a description of any reported deficiency or non-conformance, a risk assessment associated with any non-conformance, and recommendations for follow-up action. In the event the audit results reveal non-compliance with DOT requirements TA/Health will confer with the User Department, Legal, and Procurement Departments to determine the follow-up action required. TA, Health and/or Procurement will inform, in writing, the Contractor of the audit results and any follow-up action(s) to be taken.

**6.3 Post Incident Review**

Transportation Advisor will conduct a post incident review of any occurrence wherein the Contractor D&A Plan comes into question.



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### **Attachment A**

## **Contractor Compliance to Department of Transportation (DOT) FMCSA and PHMSA Drug & Alcohol Regulatory Requirements**

### **Definitions**

#### **1. Active Contractor List**

Available in TA Monitor, a list of approved Gas and Electric Contractors who maintain a regulatory D&A compliance rating of "Satisfactory."

#### **2. Contractor**

The entity or entities engaged or to be engaged under this contract to perform services for National Grid are alluded to throughout this document as "Contractor."

#### **3. Contractor Compliance Affidavit**

The Contractor Compliance Affidavit (Attachment D) shall be provided to the Contractor. Once the Contractor has complied with the requirements outlined in the Affidavit, it must be signed by the Contractor and returned to the Procurement Contract Manager. The Contractor Compliance Affidavit affirms that the Contractor understands the DOT D&A program requirements, and has successfully registered with Transportation Advisor.

#### **4. Contractor Compliance Audit**

Review of our Contractors covered employee lists, pre-employment test dates, background check dates, evidence of Reasonable Suspicion Awareness training, quarterly statistical data, and PHMSA/FMCSA anti-drug and alcohol misuse prevention plans. TA will identify any discrepancies or deficiencies and request a written explanation from the contractor.

#### **5. Contractor D&A Program Ratings**

The Contractor D&A Program Ratings document is for internal use by Health, Procurement, and Transportation Advisor. This document outlines the ratings system used to determine on-going Contractor compliance to DOT D&A Program requirements. (Attachment E)



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**6. Contractor employees (§ 199.115 PHMSA Regulations)**

With respect to those employees who are contractors or employed by a contractor, an operator may provide by contract that the drug testing, education, and training required by this part be carried out by the contractor provided:

(a) The operator remains responsible for ensuring that the requirements of this part are complied with; and

(b) The contractor allows access to property and records by the operator, the Administrator, and if the operator is subject to the jurisdiction of a state agency, a representative of the state agency for the purpose of monitoring the operator's compliance with the requirements of this part.

**7. Contractor Employee List** - The list of employees working for a particular contractor who perform (or could perform) safety-sensitive/covered functions on National Grid job sites. This list is submitted to TA during the initial audit and is updated regularly. The list includes employee names, last four of social security number, pool type, most recent DOT drug test date, test type, pre-employment test date, and completed D&A background check date. This list is available to supervisors to verify employees authorized to be on a National Grid job site.

**8. Contractor Registration Instructions**

The Contractor Registration Instructions (Attachments B&C) outline the steps PHMSA and FMCSA Contractors must take to successfully register with Transportation Advisor.

**9. DOT, Department of Transportation**

These terms encompass all DOT agencies, including, but not limited to, the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Office of the Secretary (OST). These terms include any designee of a DOT agency.

**10. Employee (covered employee)**

A covered employee is any person subject to DOT drug and alcohol testing. The term includes individuals currently performing safety-sensitive functions designated in DOT agency regulations and applicants for employment subject to pre-employment testing. For purposes of drug testing under Part 40, the term employee has the same meaning as the term "donor" as found on CCF and related guidance materials produced by the Department of Health and Human Services. For the purposes of regulation under Part 199, the term employee means a person who performs a covered function, including persons employed by operators, contractors engaged by operators, and persons employed by such contractors. This includes full-time, part-time and temporary employees. It also includes any applicant for a covered function.

**11. FMCSA – Federal Motor Carrier Safety Administration**



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**12. Minimum Requirements**

National Grid’s requirements for Contractor Compliance with a Drug and Alcohol Prevention Program as defined above represent minimum requirements. Additional requirements may be deemed appropriate by National Grid or the Contractor or may be required by law, regulation, or other bodies having jurisdiction over the work or the Contractor. The Contractor must comply with any such additional requirements as are known or should reasonably be known by it.

**13. PHMSA - Pipeline and Hazardous Materials Safety Administration**

**14. Registration – (see Contractor Registrations Instructions)**

For purposes of this document, the process of making contact with Transportation Advisor, Inc. by submitting a Drug & Alcohol Prevention Plan that complies with all state and federal DOT regulations.

**15. Safety-Sensitive Function (FMCSA)**

All time, from the time a driver begins to work or is required to be in readiness to work, until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

- All time at National Grid or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by National Grid
- All time inspecting equipment as required by 392.7 and 392.8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time
- All time spent at the driving controls of a commercial motor vehicle in operation
- All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of 393.76)
- All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle

**16. Safety-Sensitive Function (PHMSA)**

Any work that involves the construction, maintenance, or emergency response on a Gas Pipeline, or at a LNG Facility:

- (a) Identified Covered Task §192.801 & §195.501 Scope
  - is performed on a pipeline facility
  - is an operations or maintenance task
  - is performed as a requirement of this part; and
  - affects the operations or integrity of the pipeline

**17. TA Monitor –** Transportation Advisor’s web-based reporting system used to monitor the Contractor’s they monitor. Includes all Contractor information and ratings and is available for use by National Grid. TA Monitor allows National Grid to research and review Contractor status in real time.

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**18. Transportation Advisor, Inc.** - Third Party Administrator (TPA). TA is utilized by National Grid to monitor the D&A programs of our DOT Contractors. TA provides a system for accountability for contractor compliance with 49 CFR Part 199.

**19. Quarterly Data Report** – A DOT D&A testing data report submitted quarterly by each contractor and sub-contractor. The information is used to, verify that our contractors are conducting the required number of pre-employment drug tests, are testing at the required random testing rate, and identify the disposition of positive results.

**Contractor Compliance to FMCSA/PHMSA Drug & Alcohol Regulatory Requirements****Date:** January 18, 2017 Rev. #3**Document Number:** SHW-101**Subject:** Contractor D&A Program Compliance**Owner:** Health & Wellbeing**Attachment B****Instructions for FMCSA Contractor Registration with Transportation Advisor**

All contractors will receive these instructions from Transportation Advisor along with a User ID and Password for entering their information into TA Monitor.

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The Transportation Advisor, Inc. (TA) has been contracted by National Grid to monitor the FMCSA drug and alcohol compliance program of all contractors performing safety sensitive functions for National Grid. This process begins with an initial audit of each contractor's FMCSA compliance program. TA will also continue to monitor all contractors through a quarterly reporting system (TA Monitor) to ensure ongoing compliance with all applicable state federal regulations. Reports are due by the 30<sup>th</sup> of the month following the quarter's end, e.g., January - March is due April 30. This reporting process is a requirement in order to remain on the active contractor list. TA will send out a reminder email before the deadline.

TA Monitor will allow the operators you work for immediate access to your covered employee list and testing data. The system works smoother with Google Chrome or Firefox.

If your company uses a Consortia/Third Party Administrator (C/TPA) for your DOT D&A compliance program, please contact your provider to discuss whether they will submit the required documentation on your behalf. If you are not enrolled with a C/TPA and need to implement a DOT D&A compliance program, the three providers listed below provide those services and are familiar with the reporting requirements.

- FleetScreen, Ltd.
- Pipeline Testing Consortium
- The Transportation Advisor, Inc.

**TA Monitor (A Division of The Transportation Advisor) is located at: <http://tamonitor.com>**

**Directions for Reporting**

Place your cursor at the beginning of the link above and hold the CTRL key while clicking and the link should open, or cut and paste the link into your address bar.

Log in with the username and password below:

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1. Click on Manage Account and update/complete your account information including information on your Consortia/TPA and your Business Tax ID Info (BTIN) along with type of DOT program. If you use a TPA provide name and contact information.
2. Return to the Home screen by clicking the Contractors tab on the top and clicking Home
3. Click on Manage Covered Employee List
4. If you want to add one employee at a time - Click on Add Employee on the right. If you want to add many employees at one time download the template. Click on the template rules for more instructions. Once you have created and saved your file you can import the file.
5. Return to the home screen by clicking the contractors tab on the top and clicking home
6. Click on Manage Supervisors Training
7. To add one supervisor at a time click on Add Supervisor on the right
8. To add many supervisors follow the same instructions above for creating and importing a file using the supplied template
9. Return to the Home screen by clicking the Contractors tab on the top and clicking Home
10. Enter your FMCSA pool data. Enter the ending month of the data you are reporting. Then click continue report. (The data report automatically generates the MIS statement for you.)
11. After you complete the data report, save your data at the bottom left and submit your report on the bottom right.

**A completed submission to TA Monitor must include the following:**

- Completed "Manage Account" on TA Monitor
- Quarterly Data Report
- Completed Employee List
- Supervisor Training dates

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- Subcontractor Verification completed on attached form
- FMCSA Drug & Alcohol Policy
- A blank copy of the form used for the required D&A Background check (not criminal)

**Failure to report all information will result in an unsatisfactory compliance rating.**

We at TA look forward to working with you. If you have any questions regarding these reporting requirements please contact:

**Eileen Banas**

Sr. Client Services Rep.

The Transportation Advisor, Inc.

P.O. Box 558

Palmer, MA 01069

Phone: 1-800-608-8890 Fax: 413-284-0022

[Eileen@transadvisor.com](mailto:Eileen@transadvisor.com)



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### Attachment C

## Instructions for PHMSA Contractor Registration with Transportation Advisor

All contractors will receive these instructions from Transportation Advisor along with a User ID and Password for entering their information into TA Monitor.

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The Transportation Advisor, Inc. (TA) has been contracted by National Grid to monitor the PHMSA drug and alcohol compliance program of all contractors performing safety sensitive functions for National Grid. This process begins with an initial audit of each contractor's PHMSA compliance program. TA will also continue to monitor all contractors through a quarterly reporting system (TA Monitor) to ensure ongoing compliance with all applicable state federal regulations. Reports are due by the 30<sup>th</sup> of the month following the quarter's end, e.g., January - March is due April 30. This reporting process is a requirement in order to remain on the active contractor list. TA will send out a reminder email before the deadline.

**If your company has FMCSA regulated employees (commercial drivers) who also perform covered functions under PHMSA, you must report the drug and alcohol testing information on those employees as well.** TA requires separate data reports in TA Monitor if your company has both PHMSA and FMCSA regulated employees who perform covered functions unless the random pool is combined.

TA Monitor will allow the operators you work for immediate access to your covered employee list and testing data. The system works smoother with Google Chrome or Firefox.

If your company uses a Consortia/Third Party Administrator (C/TPA) for your DOT D&A compliance program, please contact your provider to discuss whether they will submit the required documentation on your behalf. If you are not enrolled with a C/TPA and need to implement a DOT D&A compliance program, the three providers listed below provide those services and are familiar with the reporting requirements.

- FleetScreen, Ltd.
- Pipeline Testing Consortium
- The Transportation Advisor, Inc.

**TA Monitor (A Division of The Transportation Advisor) is located at: <http://tamonitor.com>**

**Contractor Compliance to FMCSA/PHMSA Drug & Alcohol Regulatory Requirements****Date:** January 18, 2017 Rev. #3**Document Number:** SHW-101**Subject:** Contractor D&A Program Compliance**Owner:** Health & Wellbeing**Directions for Reporting**

Place your cursor at the beginning of the link above and hold the CTRL key while clicking and the link should open, or cut and paste the link into your address bar.

Log in with the username and password below:

**Username:****Password:**

1. Click on Manage Account and update/complete your account information including information on your Consortia/TPA and your Business Tax ID Info (BTIN) along with type of DOT program. If you use a TPA provide name and contact information.
2. Return to the Home screen by clicking the Contractors tab on the top and clicking Home
3. Click on Manage Covered Employee List
4. If you want to add one employee at a time - Click on Add Employee on the right. If you want to add many employees at one time download the template. Click on the template rules for more instructions. Once you have created and saved your file you can import the file.
5. Return to the home screen by clicking the contractors tab on the top and clicking home
6. Click on Manage Supervisors Training
7. To add one supervisor at a time click on Add Supervisor on the right
8. To add many supervisors follow the same instructions above for creating and importing a file using the supplied template
9. Return to the Home screen by clicking the Contractors tab on the top and clicking Home
10. Enter your FMCSA pool data. Enter the ending month of the data you are reporting. Then click continue report. (The data report automatically generates the MIS statement for you.)
11. After you complete the data report, save your data at the bottom left and submit your report on the bottom right.

**A completed submission to TA Monitor must include the following:**

- Completed "Manage Account" on TA Monitor
- Quarterly Data Report

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- Completed Employee List
- Supervisor Training dates

**Please Email the following additional requirements:**

- Subcontractor Verification completed on attached form
- PHMSA Drug & Alcohol Policy
- A blank copy of the form used for the required D&A Background Check (not criminal)

**Failure to report all information will result in an unsatisfactory compliance rating.**

We at TA look forward to working with you. If you have any questions regarding these reporting requirements please contact:

**Eileen Banas**

Sr. Client Services Rep.

The Transportation Advisor, Inc.

P.O. Box 558

Palmer, MA 01069

Phone: 1-800-608-8890 Fax: 413-284-0022

[Eileen@transadvisor.com](mailto:Eileen@transadvisor.com)

**Contractor Compliance to FMCSA/PHMSA Drug & Alcohol Regulatory Requirements****Date:** January 18, 2017 Rev. #3**Document Number:** SHW-101**Subject:** Contractor D&A Program Compliance**Owner:** Health & Wellbeing**Attachment D****CONTRACTOR COMPLIANCE AFFIDAVIT**

Compliance with U.S. Department of Transportation Regulations 49 CFR PARTS 40, 199 & 382

Contractor shall comply with all state and federal drug and alcohol testing regulations applicable to operators of pipeline facilities and LNG storage facilities and contractors performing operating, maintenance or emergency-response functions thereon ("covered functions"), specifically those regulations codified in Title 49, Parts 199 and 40, et seq. of the Code of Federal Regulations. Contractor shall comply with all federal drug and alcohol testing regulations applicable to contractors performing FMCSA "safety-sensitive" functions specifically codified in Title 49, Parts 382 and 40, et seq. of the Code of Federal Regulations.

Contractor shall demonstrate such compliance by (i) submitting to National Grid's service agent The Transportation Advisor (TA) a copy of the written Anti-Drug/Alcohol Misuse Plan maintained and followed by Contractor pursuant to the regulations and all other data and information required to demonstrate compliance and (ii) submitting an affidavit to National Grid stating that all employees of Contractor performing safety sensitive functions for National Grid pursuant to this Agreement have passed a pre-employment drug test and are covered by a drug and alcohol program conforming to the requirements, and that any of the Contractor's employees or employees of subcontractors performing covered and/or safety sensitive functions for National Grid pursuant to this Agreement shall submit to required drug and alcohol tests to be conducted by Contractor or by National Grid.

Contractor shall allow National Grid and the appropriate state and federal authority's access to its property and records for the purpose of monitoring Contractor's compliance with federal drug and alcohol testing requirements.

Contractor shall also provide an education and training program regarding the effects and consequences of drug use and alcohol misuse as provided for in 49 CFR 199. The Contractor must provide National Grid's service agent TA with all required information. TA will provide each contractor with login credentials for reporting purposes. The Contractor shall ensure that any subcontractors engaged by the Contractor to perform both covered functions and safety sensitive functions are in compliance with the requirements.

**National Grid's Service Agent for contractor monitoring:**  
**The Transportation Advisor, Inc.**  
**TA Monitor, P.O. Box 558**  
**Palmer, MA 01069**  
**Telephone (800) 608-8890 Contact: Lisa Murray / Eileen Withers**

The Contractor shall indemnify and hold the company harmless from any losses, damages, penalties (including but not limited to fines) or injuries including attorney's fees and expenses, suffered by the company due to the Contractor's non-compliance with these requirements. Any



**Contractor Compliance to FMCSA/PHMSA Drug & Alcohol Regulatory Requirements**

**Date:** January 18, 2017 Rev. #3

**Document Number:** SHW-101

**Subject:** Contractor D&A Program Compliance

**Owner:** Health & Wellbeing

question related to this contract provision should be directed to the National Grid Purchasing Agent.

**CONTRACTOR COMPLIANCE AFFIDAVIT**

Compliance with U.S. Department of Transportation Regulations 49 CFR PARTS 40, 199 & 382

As the authorized representative of this Company, I hereby certify that we have in place a compliant drug and alcohol training and testing program for our employees who perform operating, maintenance or emergency response functions on gas pipeline or LNG facilities pursuant to U.S. Department of Transportation Regulations (PHMSA) 49 CFR Parts 40 and 199.

I hereby certify that we have in place a compliant drug and alcohol training and testing program for our employees who hold a commercial driver’s license and perform safety sensitive functions pursuant to U.S. Department of Transportation Regulations (FMCSA) 49 CFR parts 40 and 382.

We acknowledge that National Grid requires our company to achieve a minimum annual random drug testing rate of 30% for PHMSA regulated employees (5% higher than the established federal minimum rate). For employees covered by FMCSA, our company will achieve a minimum annual random drug testing rate of 30% (5% higher than the established federal minimum rate) and minimum annual random alcohol testing rate of 10%.

Employees subject to these regulations have been pre-employment/transfer drug tested and are subject to reasonable cause, post-accident, return to duty and follow up drug and alcohol testing pursuant to the regulation. We will provide the National Grid service agent, The Transportation Advisor (800-608-8890) a copy of our PHMSA Anti-Drug/Alcohol Misuse Plan and our FMCSA Drug and Alcohol policy for review prior to performing regulated (covered or safety sensitive)) work. We will report our covered employee pool list and statistical data quarterly to TA via TA Monitor unless notified in writing of the need to report more frequently.

Dated

June 1, 2020

Legal Name of Firm or Corporation

Osmose Utilities Services, Inc.

Name (Print)

David R. Hagley

Signature



**Contractor Compliance to FMCSA/PHMSA Drug & Alcohol Regulatory Requirements**

**Date:** January 18, 2017 **Rev. #3**

**Document Number:** SHW-101

**Subject:** Contractor D&A Program Compliance

**Owner:** Health & Wellbeing



**Contractor Compliance to FMCSA/PHMSA Drug & Alcohol Regulatory Requirements**

**Date:** January 18, 2017 Rev. #3

**Document Number:** SHW-101

**Subject:** Contractor D&A Program Compliance

**Owner:** Health & Wellbeing

**Attachment E**

**Contractor D&A Program Ratings**

1. **Satisfactory** - compliant D&A program
2. **Conditional** - issues identified with D&A program (see below)
3. **Unsatisfactory** - reserved for contractors who fail to submit data or covered lists or have no D&A testing program in place. D&A program deemed non-compliant.

Transportation Advisor designates a contractor as “conditional” for any of the following:

- Contractor did not meet the required random testing rate
- Missed deadline for report submission
- Failure of TPA to maintain accurate random pool lists
- The integrity of their covered employee list may be compromised
- Has not completed the required drug and alcohol background checks
- Significant issues with the background checks
- Original pre-employment drug test dates do not match the latest submission (this date should not change unless an employee leaves and is re-hired)
- Contractors D&A plan is not up to date
- TA identified issues and works with a contractor to successfully resolve those issues going forward - but requires additional reports
- Supervisors not D&A trained

| <b>Rating Flag</b>             | <b>Criteria</b>   | <b>Correction Timeframe</b>   |
|--------------------------------|---|---|
| Conditional<br><b>(green)</b>  | satisfactory explanation of deficiency and corrective action, severity of deficiency low, 1 <sup>st</sup> time conditional  | <b>(3) quarters to correct *</b><br>if not corrected move to yellow   |
| Conditional<br><b>(yellow)</b> | satisfactory explanation of deficiency and corrective action, severity of deficiency low-medium, 2 <sup>nd</sup> conditional  | <b>(2) quarters to correct *</b><br>if not corrected move to red  |
| Conditional<br><b>(red)</b>    | random testing rate not met, severity of deficiency high, inadequate explanation of deficiency, previous conditional not corrected in timeframe, last chance to correct | <b>(1) quarter to correct *</b><br>if not corrected, consult with business, remove from list<br><b>Note:</b> once corrected will remain conditional (green) for (1) quarter |

\* Correction timeframe is a guideline utilized after consult with TA (and business as needed)

There may be additional subjective reasons for a conditional rating, e.g., TA is not comfortable with the overall integrity of the program, frequently changing the designated employer representative (DER), a DER who does not understand the regulations, and repeated clerical errors. These are handled on a case by case basis.

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**FOREWORD**

National Grid’s vision is to be a world-class safety organization with zero injuries every day. This includes working to help ensure the safety of our employees, contractors and the community. National Grid is committed to delivering operational excellence, including excellent levels of safety internally and in cooperation with the external contractors we rely on.

The Executive Safety Committee provides review and input for Safety Policies and Procedures through the Safety Policies and Procedures Subcommittee.

The Safety department is the owner of this procedure and is responsible for maintaining and implementing this procedure, soliciting comments from stakeholders and revising as necessary.

This document, “Contractor Safety Requirements”, represents the current contractor safety requirements that are unique to operations and various functional groups at National Grid. This document does not specifically reference actions that are required by OSHA, other laws, rules, or regulations. These are requirements that should be understood by the contractor and contractor compliance with all applicable federal, state and local laws, rules, and regulations is expected by National Grid as a contractual condition.

Questions regarding this procedure should be referred to the National Grid Safety Department.

This document will be updated as necessary to communicate all aspects of National Grid’s contractor safety to bidders, current contractors and to reflect changes in National Grid’s Safety Policies and Procedures.

Date of Review/Revision:

| Revision | Date       | Description                    |
|----------|------------|--------------------------------|
| 1        | 08/5/2004  | Initial                        |
| 2        | 3/2/2005   | Additions                      |
| 3        | 01/30/2007 | Additions                      |
| 4        | 08/01/2008 | Additions                      |
| 5        | 08/01/2010 | Additions                      |
| 6        | 02/01/2011 | Audit recommendations included |

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| Date of Review/Revision Continued: |            |   |
|------------------------------------|------------|---|
| Revision                           | Date       | Description   |
| 7                                  | 09/11/2013 | Additions included OH; technical changes; Compliance Monitoring; Ethics; Job Briefs               |
| 8                                  | 11/02/2015 | Additions include Audit & IA recommendations; ISN alignment; technical changes, 1910. 269 updates |
| 9                                  | 8/17/2016  | Format update and technical changes   |
| 10                                 | 3/29/2017  | Additions to sections 2.2.6 and 6.5   |
| 11                                 | 2/26/2018  | Process Safety, PM&CC Electric and PM&CC Vegetation Additions                                     |
| 12                                 | 3/12/2019  | Contaminated Site Work Additions  |
| 13                                 | 10/24/2019 | Job brief, Hi-Vis clothing, ladder use, and air gap revisions                                     |

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## 1.0 CONTRACTOR SAFETY AT NATIONAL GRID

### 1.1 Definitions

***Adverse Public Impact***

Incident that disrupts service to the public or results in adverse public reaction.

***Bulk Commodity Transportation***

Activities involved in the movement of bulk commodities via truck, rail, plane or water vessel onsite and offsite on behalf of National Grid that if released could have safety and / or environmental consequences. Examples include but are not limited to: gasoline, oil, boiler chemicals, LNG, Nitrogen.

***Compliance Assessments (CAs)***

An act of observing and engaging in discussion with employees at a job site or work area locations. Compliance Assessments are documented using the Compliance Assessment checklist for each segment of operation and are not considered anonymous. Compliance Assessments are utilized to comply with internal policy and external regulatory requirements.

***Contracted Services***

Contracted Services refers to any activity that is conducted by an organization or individual under the terms of a purchase order. Contracted services may include all types of construction and maintenance services, tree trimming, building maintenance and demolition, electrical structure dismantling, site restoration, engineering design, recycling and waste disposal, drilling, rigging, electrical, and utility pole/structure maintenance.

***Contractor***

An independent person or company that undertakes a contract to provide materials or labor to perform a service or do a job and are responsible for the safety of his/her employees and subcontractors.

***Contractor Orientation***

Contractor orientation is intended to serve as a resource in order to provide the contractor with the tools 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’s activities.

***Hazardous Conditions***

A condition that can and is rectified immediately by the person who identified the hazard.

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***Incident***

An unplanned event that has a human component and results in or could potentially result in harm to people, damage to property and/or adverse public impact.

***Incident Management System (IMS)***

National Grid’s online incident management tool that allows the company to report safety, environmental and asset-related incidents, perform incident analysis, generate safety reports and monitor the organization’s safety performance.

***ISNetworld, Inc. (ISN or ISN System)***

Third party contractor that is a global resource for connecting Hiring Clients with safe and reliable contractors and is a contractor information management system currently contracted with National Grid.

***Job Brief***

A planned interactive discussion that covers, but is not limited to, potential hazards associated with the job including situational awareness (assets or other items which may impact the job at hand), work procedures involved, special precautions, and personal protective equipment requirements. The discussion should include all contractor employees, sub-contractors and team members working on a job that occurs just prior to a job, task or project. A new job brief shall be conducted for each of the following events: prior to a change in planned work specific to the job site, changes in weather conditions, extended breaks (i.e. lunch breaks) or when a new worker or company joins the crew. When possible and reasonably practical, a National Grid Representative should be present at contractor job briefings. Truck drivers for daily, non-hazardous material deliveries such as stone, gravel, concrete material or porta john cleaning are exempt from completing a job brief unless there are potential hazards associated to the driver or delivery. A National Grid representative shall talk to the driver to determine if a job brief is needed.

***Major Hazard Asset (MHA)***

A class of assets at National Grid, including Compressed Natural Gas (CNG), Gas Transmission ( $\geq 125$  psig), Power Generation sites, Liquefied Natural Gas (LNG) plants, and LNG Trucking, in which any condition, or set of conditions, presents potential for a major accident to occur. Also referred to as process safety assets.

***Major Accident***

An event involving the release of potentially dangerous materials, the sudden and uncontrolled release of large amounts of energy (such as fires and explosions), or both. These can have catastrophic effects and can result in multiple injuries and fatalities, as well as substantial reputational, economic, property, and environmental damage

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***Operator Qualification (OQ)***

As defined in the Code of Federal Regulations, Transportation, 49 Subpart 192.801 through 192.809 and/or DOT pipeline qualified for gas contractors doing work at National Grid. Additional state requirements pursuant to the state the contractor is working may be required.

***Process Safety Management***

Method of focusing and mitigating concerns of major hazards impacting safety, environmental damage and business losses. It is an organized effort to identify and analyze the significance of hazardous situations associated with a process or activity to aid management in making critical safety decisions

***Project Representative***

National Grid Owner’s Representative or designee who is assigned to certain contracted projects and communicates regularly with the contractor during the course of the contracted service. This person also ensures the work is being performed in accordance with the contract, including the safety requirements.

***Purchase Order (P.O.)***

An agreement/contract between National Grid and a contractor to provide services and/or materials. The P.O. is set up by Procurement. The term “Contract” and “P.O.” are similar and may be used interchangeably. A “Blanket P.O.” is set up for contractors whose work is on-going. A “one-time P.O.” is set up for project work.

***Qualified Electrical Worker***

Those who are knowledgeable in the construction and operation of the electric power generation, transmission and/or distribution equipment involved, along with the associated hazards.

***Qualified Gas Worker***

Any contractor who performs covered tasks in accordance with National Grid’s Operator Qualification Program and the Northeast Gas Association are required to be knowledgeable and meet all regulatory standards.

***Risk Assessment***

A risk assessment is the process of identifying hazards and calculating or ranking the associated risks according to: the likelihood of occurrence, the severity of the harm from the hazard, and the amount of time of exposure to the hazard.

***Effective Safety Discussion (ESD)***

A discussion with an individual or group about their safety programs, issues or concerns (safety plans, tools, equipment, procedures, etc.). They are safety

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discussions amongst employees that share similar work environments...office to office, field to field.

**Safety Observer**

A person who is responsible for alerting the work team to any potential unsafe conditions or lack of compliance with approved work practices, procedures or guidelines.

**Transportation Advisor**

Third party agency specializing in federal and company mandated drug and alcohol testing programs.

**1.2 Introduction**

Safety performance is a prime consideration in the selection of contractors. National Grid will stipulate safety performance requirements and responsibilities in our contracts, purchase orders (POs) and will hold the contractor accountable for meeting the contractual requirements.

National Grid’s goal is to establish a long-term working relationship with contractors who share the same safety values and demonstrate those values through their work performance.

Contractor safety at National Grid involves three broad areas:

**1. The Contractor Procurement (Selection) Process**

Contractor safety begins with the selection of contractors who have demonstrated a strong safety record. National Grid will complete a review during the procurement process that involves determining a contractors’ risk and the scope(s) of work involved. National Grid currently uses ISNetwork, Inc. as a third (3<sup>rd</sup>) party assessment process for assisting with contractor procurement. The 3<sup>rd</sup> party entity will vet and continually monitor individual contractors’ compliance with applicable safety and/or risk and insurance program requirements.

**2. Safety Communication**

Safety communication covers all the avenues and forums in which National Grid and the contractor communicates safety. Communication begins early in the bidding phase and is on-going as an integral part of the contractor-customer relationship. The goal is to ensure clarity, transparency and to limit misunderstandings.

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**3. Safety Compliance**

Safety compliance is the process of ensuring that the necessary technical provisions of the contract are being followed. National Grid will assign a project representative or other designee to provide guidance and oversight. The Contractor is responsible for their employees and subcontractors and shall be held accountable for ensuring compliance with all applicable safety rules while working on National Grid property, rights of way (ROWs) and our assets.

**1.3 Risk Ranking of Work**

1. National Grid characterizes and ranks risk by the scopes of work performed. The categories are classified as high, medium or low risk. Prior to being considered for work at National Grid, contractors who perform High or Medium Risk work must be pre-qualified in ISN. See Appendix A for more information regarding the National Grid Contractor Risk Matrix.
2. Activities that are designated as “high risk” means that catastrophic event can result if safety measures are not followed. Activities designated as “medium” risk present certain opportunities for moderate to significant injuries, property or reputational damage, and/or loss of service and/or possibly business continuity. Activities designated as “low” risk may still require safety compliance and control measures, although the contractor performing the work does not necessarily need to be enrolled in ISN, if that is the only classification of work that contractor performs for National Grid.
3. The designation High Risk, Medium Risk, or Low Risk, refers only to the inherent risk associated with the work activity and is not an opinion on the ability of a contractor to work safely.
4. The Procurement Agent will notify the bidder/contractor at the beginning of the procurement process if their contracted service has been ranked as high or medium risk.

**1.4 Bidder Information Request – High and Medium Risk Work**

1. Any contractor bidding on high or medium risk work shall be required to complete a questionnaire regarding the Contractor’s safety program, compliance and history of occupational illnesses and injuries (ISNetworld New Vendor Onboarding application form, located on the ISNetworld website). Contractors will also be required to demonstrate that all employees, including subcontractors, are qualified.

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2. ISNetworld then thoroughly reviews contractors’ qualifications against a prerequisite list of National Grid criteria. National Grid has established that contractors performing high or medium risk work MUST HAVE and MAINTAIN a grade of “C” or better in the ISN system to perform work and services for National Grid. ISN will track and manage the National Grid pre-qualified contractor bidder lists. This bidder list is the first step for a contractor in establishing a working relationship with National Grid. For active ISN contractors, ISN will request updated information monthly. Contractors who do not have a current PO, contract, or authorized scope of work with National Grid will be considered as a Prospective bidder and will be asked to submit information quarterly. It is understood that insurance may not be maintained within National Grid standards, however, once a contractor is awarded a contract, proper and adequate insurance must be provided to ISNetworld to achieve a passing grade. Lack of insurance or inadequate insurance is an immediate “F” grade in the ISN system per National Grid criteria.
  
3. Project representatives may request an exemption or variance from requiring a contractor to be placed in ISNetworld for various reasons. A Supplier Exemption Request form (located in the forms section of the SHE Infonet) shall be completed, documented and signed by the business unit VP and Corporate Safety Director prior to contract award.
  
4. The information that the Bidder provides National Grid via ISN serves as the basis for assessing safety qualification. For this reason, it is important for contractors to maintain transparency throughout the process. National Grid and ISN will review all submitted information. Any effort in avoiding complete disclosure will disqualify the Bidder from bidding work at National Grid.

**1.5 Safety Compliance**

1. National Grid representatives evaluate contractor compliance by conducting routine site visits, Compliance Assessments (CA’s), Effective Safety Discussion (ESD) visits and attending periodic contractor safety meetings. Contractors should also perform and document safety self-assessments to ensure compliance to federal, state, local and National Grid regulations. This combined effort enhances, solidifies safety compliance and has the added benefit of quality control / quality assurance of the work performed.
  
2. Contractors bidding on new work shall provide worker qualifications to the National Grid procurement representative via the “Bidder Information Request” form and/or ISN National Grid On-boarding form.

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3. If a safety violation is observed by a National Grid representative, the violation will be discussed with the contractor at the time of discovery.
4. Contractor employees enrolled in ISNetworld that are involved in any accident, incident or significant near-miss event, will be required to lead an investigation and root cause determination process. In addition, the contractor must implement corrective actions and establish measures to prevent a recurrence through an incident investigation process and document the details within ISN.
5. Individual contractor personnel who habitually violate any safety rules should be identified, and the contractor should remove the individual(s) from the project. National Grid reserves the right to remove any contractor employee(s) who violate safety rules or procedures; pose a safety risk to themselves, other contractors; our employees; or the general public.
6. If a contractor is observed to be operating in a manner that creates an imminent danger to persons or property, it is the responsibility of all individuals observing the hazard to cease the hazardous operation impacted until the issue has been resolved to the satisfaction of National Grid, the Owners Representative or Safety Representative.
7. Contracts/POs shall require the contractor to immediately forward any citations, notices, or OSHA reportable cases per 29 CFR 1904.39 from a National Grid project, upon receipt to the appropriate project representative and/or ISN. The project representative shall distribute copies of the citation or notice to senior management, Safety, Procurement, and the Legal Department.
8. Willful and/or repeat violations of safety requirements by the contractor may be considered a breach of the contract and reason for contract termination.
9. If the contractor’s overall safety performance is viewed as being unsatisfactory or noncompliant with contract provisions, and if the contractor is unwilling to demonstrate satisfactory program improvement, the result may be considered a breach of the contract and reason for contract termination.
10. National Grid project managers and/or construction supervisors shall document safety compliance by completing a “Contractor Performance Evaluation” for each project. This documents both positive and negative safety performance or behaviors and this feedback will be used in the decision process for awarding future contracts.

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**2.0 GENERAL SAFETY REQUIREMENTS**

**2.1 Introduction**

1. All contractors are required, and expected to comply with all applicable requirements of the Occupational Safety and Health Administration (OSHA), and all other applicable federal, state and local laws, ordinances, regulations, and other project and site-specific permits unless superseded by identified National Grid procedures.
2. This document represents policies and safety-related work methods unique to National Grid and they may be more stringent than OSHA regulations. Contractors must follow these requirements as well as their own rules or regulations that meet or exceed OSHA and other regulatory requirements.
3. National Grid will provide more detailed information and guidance regarding specific procedures prior to commencement of work.

**2.2 Applicability**

*Applies to: All contractors, as needed*

1. In any contracted task, where a safety observer is required, it is the responsibility of the contractor to provide that person and ensure that he/she is qualified to perform the role when needed.
2. A 4:1 pitch shall be maintained when using an extension ladder or the ladder shall be tied off and/or secured and 3 points of contact shall be maintained by the climber. If both hands are needed to perform work, then fall protection is required.
3. Although not preferred, if hard hats are worn backwards, the suspension adjuster must always face the rear. Class E hard hats are required for all electrical work.
4. 20KV EH overshoes are required when:
  - Workers on the ground are working within 50' of the master ground connection point to earth.
  - Operating a wire trailer and pulling/tensioning machine.
  - Operating a winch truck or reel trailer with its payout in an energized area that may result in inadvertent contact.
  - Hand digging in close proximity to energized cables within the tolerance zone.

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- Making repairs in a trench to a faulted primary cable without de-energizing any adjacent energized primary cables within close proximity.
  - Using approved live line tools to move energized primary cables in a trench.
  - If removing underground cable rubber covering or arc suppression blankets from an energized cable.
  - Working within minimum approach distance (MAD) of downed electrical wires or foot patrolling for such wires.
  - If setting poles in proximity to energized lines or equipment and using truck controls from the ground.
5. National Grid expects that all cargo will be secured in accordance with U.S. DOT requirements.
    - As of January 2004, the Federal Motor Carrier Safety Administration (FMCSA) within the U.S. DOT published Cargo Securement Rules 393.100-136 Subpart I – Protection Against Shifting and Falling Cargo.
  6. Chaps are required to be worn by ANY person using a chainsaw to make a cut on the ground or assisting in that cut and within striking distance. Other situations where cut off machines are used, chaps designed for the purpose of providing durable protection from abrasion, spatter and sparks from cutting ferrous metals shall be required; however, a hazard assessment should be completed to determine the need. Always use proper cutting techniques and push blades away from the body when using tools that may slip or inadvertently make contact with the leg. Never leave any equipment running while not in use.
  7. All applicable contractors must meet the requirements of drug and alcohol testing in accordance with FMCSA DOT 49 CFR Part 40 and Pipeline and Hazardous Materials Safety Administration (PHMSA) DOT 49 CFR Part 199. National Grid shall monitor contractor compliance to the drug and alcohol regulatory requirements through Transportation Advisor or ISNetworld as needed.
  8. Contractors who drive regularly in delivery of service for National Grid shall:
    - a. Have a safe motor vehicle operations policy which must be communicated to their employees before they begin driving for company business. The contractor is expected to follow National Grid’s *Safe Motor Vehicle Operations* policy to include the following:

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- Prior to moving any vehicle, the driver shall perform a “circle of safety” inspection. This is to confirm not any person, animal, equipment, or property will be injured or damaged when the vehicle is moved.
  - Drivers should back into or pull through a parking space so that when you re-enter the vehicle, the first move is forward.
  - No driver shall use a hand-held mobile telephone while driving a vehicle for National Grid business.
  - The driver shall eliminate or minimize sources of potential driving distractions to include, eating, smoking, reading, writing, grooming, use of any electronic devices, mirror or seat adjustment. These shall be done when the vehicle is not in motion.
- b. Comply with all requirements of all federal, state and local regulations regarding safe motor vehicle operations.
  - c. Ensure that new and existing employees have a valid Driver’s License in accordance with requirements of specific job duties and classification/type of the vehicle they are operating. Contractors must have an acceptable driving record. If their driving record is unacceptable, the driver shall not be permitted to operate a vehicle on behalf of National Grid.
  - d. Provide vehicles in safe operating condition, in accordance with federal state and local regulations. The vehicle should be equipped with proper safety equipment as appropriate for the vehicle type and its intended use.
  - e. Track and evaluate any vehicular accidents or incidents experienced by their employees. Corrective actions, such as driver coaching, corrective action driver training and medical/vision tests should be recommended and acted upon where appropriate. All accidents or near misses while performing work for National Grid shall be communicated to the National Grid project representative or designee and documented in the ISN system.
  - f. For more information, contact a National Grid representative for a copy of the National Grid Safety Policy *Safe Motor Vehicle Operations*

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9. All contractors that require the use of heavy equipment shall ensure that competent, appropriately licensed, skilled and qualified personnel are in control of this equipment at all times. In addition, contractors shall ensure the following:
- Equipment is inspected for safety and use at the beginning of the work period of shift. All failing or defective equipment and components shall be removed from service.
  - Equipment is under the control of trained operators who are always aware of their location and the locations/presence of persons working near the equipment, its swing zones and blind spots.
  - Operators shall ensure that no loose clothing or jewelry is present that could inadvertently get caught equipment controls.
  - Equipment is kept free of debris, water, oil, grease, mud or anything that could create a slip/fall hazard inside the cab.
  - Keep hands, feet, and clothing away from power-driven and moving parts.
  - Equipment cab windows should be kept clean and free of mud, ice, snow and/or fog for maximum visibility.
  - Never carry passengers on heavy equipment or any equipment unless it is equipped to do so.
  - Ensure that stabilizers are extended prior to starting a task.
  - Before making a swing, operators shall always look out the windows and mirrors for confirmation that the area is clear. If visual confirmation is impaired or the operator is unsure due to weather, lighting or other interferences, the operator shall cease operation until an independent spotter can check the swing area and confirm it is clear.
  - All excavations shall have signs posted, demarcation and controlled to prevent unauthorized persons from entering and falling inadvertently into the excavation. Excavations shall only be opened under the supervision of a competent person for excavation.

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- All pot holing/test holing and exploratory excavations shall utilize vacuum excavation whenever near known or the possibility of unknown hazards such as live electrical or gas conveyances. When using vacuum excavation in combination with air blowing/air knife tools, all persons in the immediate area shall be wearing safety glasses in addition to a full face shield.
- No one is to work under a suspended load.
- Never use a bucket to lift personnel.
- Ensure stabilizers are in the upright and stored position before moving equipment.
- Operators shall not leave heavy equipment running unless the following requirements are met:
  - Parking break is engaged and wheels are chocked (if applicable)
  - Surroundings create no hazard of unqualified personnel entering unattended equipment
  - Vehicles and equipment idling limited to that designated state and local environmental regulations (generally, 3 to 5 minutes maximum). See table below for additional information

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| Region        | Vehicles              | Idling Limit   | Exemptions Include  |
|---------------|-----------------------|--|---|
| New York      | Diesel trucks         | 5 minutes  | <ul style="list-style-type: none"> <li>Traffic conditions</li> <li>Temperatures &lt; 25°F and motionless for two hrs</li> <li>Hybrid electric engine charging battery vehicles</li> <li>To provide power to auxiliary sources</li> </ul>  |
| NYC           | All Motor vehicles    | 3 minutes  | <ul style="list-style-type: none"> <li>Emergency vehicles</li> <li>Loading/unloading</li> <li>Temperatures &lt;40°F</li> </ul>  |
| New Hampshire | Diesel/ Gas vehicles  | 5 minutes >32°F<br>15 minutes -10°F to 32°F<br>No Limit <-10°F and no nuisance created | <ul style="list-style-type: none"> <li>Traffic conditions</li> <li>Emergency vehicles takeoff power for auxiliary uses</li> <li>Vehicles being serviced or repaired</li> <li>Operated solely to defrost windshield</li> </ul>   |
| Massachusetts | All Motor Vehicles    | 5 minutes  | <ul style="list-style-type: none"> <li>Vehicles being serviced or repaired</li> <li>Vehicles in operation for which associated power is needed</li> <li>Delivery vehicle in which engine power is needed</li> </ul>   |
| Rhode Island  | Diesel Motor Vehicles | 5 minutes  | <ul style="list-style-type: none"> <li>Traffic conditions</li> <li>Operate defrosting, heating, or cooling equipment to ensure health and safety of the driver or passenger.</li> <li>Temperatures between 0 &amp; 32°F - 15 minutes per hour. If &lt; 0°F idling as needed for heat</li> <li>To provide power to auxiliary sources</li> <li>Vehicles being serviced or repaired</li> </ul> |
| Vermont       | All Motor Vehicles    | 5 minutes within any 60-minute period  | <ul style="list-style-type: none"> <li>Emergency/public safety vehicles while engaged in "official operations"</li> <li>Idling necessary to operate safety equipment</li> <li>Vehicles in operation for which associated power is needed</li> <li>Vehicles being serviced or repaired</li> </ul>  |

- All lifts that occur on National Grid properties, ROWs or near critical assets require formal lifting plans developed by the contractor and reviewed with the National Grid project representative. Some lifts will also require formal critical lifting plans and this may include PE or geotechnical assessments to ensure a stable lifting base for the crane or other apparatus.

- All temporary, metal fencing installed or located under transmission lines shall be grounded and have signage according to National Grid grounding standards. Contact a National Grid representative for a copy of the Engineering Documents ST 03.05.001, ST 03.06.001 and SP 08.00.001.

### 3.0 ADMINISTRATIVE SAFETY REQUIREMENTS

#### 3.1 Worker Qualification Assurance

- In order to meet National Grid safety requirements, the contractor must describe how workers, including subcontractors, are qualified. The contractor must supply information concerning the type of skills assessment performed, training programs and how they ensure that employees

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demonstrate competencies. National Grid reserves the right to review this information and request additional training requirements. All documents shall be uploaded and maintained in the ISN system. For work on process safety assets, the contractor shall ensure all workers and sub-contractors are trained and receive appropriate refresher training to maintain their appropriate level of certification and qualifications needed to perform work safely.

2. The contractor shall provide management personnel qualifications through resumes or other documents. National Grid may interview and/or approve management personnel if considered necessary.
  
3. For work on Process Safety assets (Gas Transmission, Generation, LNG, LNG Transportation and CNG), contractors shall provide a description of their experience in the business asset and specific tasks including similar projects, lists of licenses/certifications, and references from previous similar projects. Contractors shall be made knowledgeable of National Grid process safety requirements that are relevant to their specific work activities by the business hiring them.

**3.2 Meetings**

*Applies to: All contractors; as needed*

1. The pre-bid meeting is coordinated by National Grid Procurement to provide bidders with an opportunity to become acquainted with contractual requirements and specific safety issues concerning the project, including company-specific safety rules and known site conditions.
  - a. For contractors working on Major Hazard Assets, contractual language including designation of site medical facilities, locker rooms, bathrooms, etc. should be discussed by the project team with the contractor at this time.
  
2. At this time, Procurement will notify the prospective bidders of the following:
  - a. If they are required to submit a project safety plan (HASP) prior to the pre-construction meeting
  - b. The cost of specific safety equipment, practices and personal protective equipment shall be factored into their bid/proposal.

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### 3.3 Project Health & Safety Plan (HASP)

*Applies to: Contractors performing high or medium risk work*

All HASPs shall be submitted to the National Grid project representative for review and approval before work commences. The National Grid project representative shall ensure the HASP meets National Grid criteria and includes all aspects of the project prior to a review by Safety.

1. Contractors who perform high or medium risk-ranked services shall submit a project-specific HASP plan prior to the start of the project and/or at pre-construction meeting. Your National Grid project representative will provide you with specific requirements of the format and/or forms to be completed.
2. For typical work that can be completed in 1-2 days, a documented job brief is sufficient to address the hazards and proper mitigations. Ask your National Grid project representative for details. See page 2 where job brief is defined. A National Grid representative has the right to require a HASP based on safety and complexity of the work.
3. The *Short Version* plan shall be used for work that generally last 3-5 days. This plan shall include a completed safety hazards checklist and the Emergency Contact Sheet. Proper mitigation shall be documented in the safety hazards checklist for any applicable hazards. For examples of the Safety Hazards Checklist and the Emergency Contact Sheet, a National Grid representative can provide related forms under the *Contractor Safety* website in the Infonet.
4. The *Long Version* plan shall be used for work that will take at least 6 days or complicated projects. At a minimum, the *Long Version* safety plan shall include the following elements:
  - a. Roles and Responsibilities
  - b. Scope of Work
  - c. For contractors working on Major Hazard Assets - List of all equipment contractor is expected to use in work activities and indication that it meets regulatory and National Grid requirements
  - d. For contractors working on Major Hazard Assets - List of contractor materials to be brought onto work site for review and approval by National Grid

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- e. Task and hazard identification and risk assessment of the hazards
- f. Hazard mitigation/control procedures and work methods
- g. Incident investigation and reporting
- h. Compliance and monitoring

For an example of a Long Version HASP, a National Grid representative can provide related policies and procedures under the *Contractor Safety* website in the Infonet.

5. A site-specific HASP that meets the requirements of 29 CFR 1910.120(b)(4)(ii) must be prepared by the contractor for all work at contaminated sites. The HASP must include at a minimum:
  - a. A safety and health risk or hazard analysis for each site task and operation
  - b. Personal Protective Equipment to be used by employees for each of the site tasks and operations
  - c. Medical surveillance requirements
  - d. Frequency and types of air monitoring and personnel monitoring to be used
  - e. Site control measures
  - f. Decontamination procedures
  - g. An emergency response plan for safe and effective responses to emergencies, including the necessary PPE and other equipment

The contractor/National Grid project representative shall contact the Environmental Department for guidance on site requirements and to initiate any required regulatory notifications.

For contractors performing bulk commodity transportation activities, a risk assessment including the potential consequences, frequency and safeguards to be used shall be performed and included in the HASP. If a preexisting National Grid requirement is in place for managing bulk commodity transportation activities, one shall follow those requirements, with no additional risk assessment being required.

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Every contracted and subcontracted employee, including those working alone, performing work on the project shall review the HASP to ensure steps in the plan are adhered to in order to mitigate hazards during the pre-job orientation. These mitigation steps shall be incorporated into all work plans and job briefs.

Truck drivers for daily, non-hazardous material deliveries such as stone, gravel, concrete material or porta john cleaning are exempt from completing a job brief unless there are potential hazards associated to the driver or delivery. A National Grid representative shall talk to the driver to determine if a job brief is needed.

In addition, all workers shall sign an attendance sheet during the pre-job orientation that they have reviewed the plan, will adhere to the mitigation steps and they fully understand the plan. This document will be kept at the job site and available for review as needed and if requested by any National Grid representative, or any other parties.

**A. Roles and Responsibilities**

The HASP shall identify who is providing project oversight and how they are qualified. For example, if the work requires excavation, there must be someone on-site who is qualified as an excavation competent person.

For multi-employer work-sites, the general contractor is responsible for all their employees and subcontractors. The safety plan shall clearly state this responsibility.

If requested to do so, Contractors shall designate a competent person to participate in or conduct a process hazard analysis (PHA) regarding a portion or the entirety of the project. National Grid will not be responsible for training the contractor on the PHA methodology.

**B. Scope of Work**

The Contractor shall clearly and briefly state the scope of work as provided by National Grid. The plan must specifically address the project or services requested by National Grid.

**C. Task and Hazard Identification and Risk Assessment**

The contractor shall perform a risk assessment by identifying all significant tasks, the anticipated hazards and hazard mitigation procedures.

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The contractor’s cost to provide adequate safety measures and to comply with National Grid requirements must be considered and budgeted in the bid/proposal.

**D. Hazard Mitigation Procedures and Work Methods**

For each hazard, the contractor shall specify measures that will be taken to eliminate, control or mitigate these hazards.

A table below is an example of a method to simply and clearly organize and present the task, hazard, and mitigation steps:

| <b>Location: Substation Yard</b> |   |  |
|----------------------------------|---|--|
| <b>Task</b>                      | <b>Hazard</b>                                   | <b>Mitigation Steps</b>                                  |
| Material Handling                | Contact with overhead energized lines/equipment | Off load in the clear and have a safety observer present |

**E. Incident Investigation and Reporting**

All work related incidents involving injury or illness to employees, the public or property damage (including contractor vehicle accidents) shall be reported to the National Grid project representative and documented in the ISN system.

**F. Compliance Monitoring**

To ensure that both contractor employees and subcontractors will achieve safety compliance, jobs with over 100 workers at any point in time or in excess of \$1 million will require a full time safety professional hired by the contractor. This safety professional must be qualified, competent and be on site anytime work is performed. Qualifications of this safety representative must be acceptable to National Grid prior to hire by the contractor and may be documented in the ISN system.

**G. Environmental Compliance**

Unless otherwise specified and based on the scope of work, any potential environmental risks shall be determined and addressed by the contractor following all applicable National Grid procedures. For more information, contact a National Grid representative regarding

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Environmental Procedure No.6 *Contracted Services* and Environmental Procedure No.25 Appendix A, *Environmental Screening Checklist*.

### 3.4 Contractor Orientation/Pre-Construction Meeting

*Applies to: All contractors, as needed*

1. A National Grid project representative, construction supervisor, or other designated National Grid representative may hold a contractor orientation or pre-construction meeting prior to the start of a project/service. Other attendees may include; the Safety department, Environmental representatives, as well as contractor management as needed.
  
2. It is intended to serve as a method to provide the contractor with the tools necessary to educate their employees and subcontractors on National Grid’s procedures and requirements. The session is not intended to train the contractor management, their employees or subcontractors.
  
3. All contractors are required to attend a National Grid orientation program specific to the type of work they will be performing. Contractor management representation shall also be present meeting and all documentation of attendance shall be kept at the job site and available to any National Grid representative. For visitors and contractors working on Major Hazard Assets, site orientation shall at a minimum include the following:
  - General site hazards
  - Specific hazards involved in each task the employee may perform
  - Safety policies and work rules, including Process Safety policies
  - Location of emergency equipment like fire extinguishers, eyewash stations, and first-aid supplies
  - Smoking regulations and designated smoking areas if applicable
  - Steps to take following an accident or injury
  - Proper reporting of emergencies, accidents, and near misses
  - Selection, use, and care of personal protective equipment
  - Emergency evacuation procedures, routes, and security systems
  - Safe housekeeping rules
  - Safe use of tools and equipment

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- Hazardous materials in use and location of safety data sheets

Site access shall not be granted to contract employees working on process safety assets until orientation is conducted.

4. The contractor’s Project Health & Safety Plan will be discussed at this meeting including a final review of the safety hazards checklist to ensure proper hazard identification and mitigation plan has been implemented.
5. These hazard mitigation measures shall be reviewed and work shall not commence until these hazards have been adequately addressed. The National Grid project representative will discuss the methods by which compliance will be achieved to National Grid safety requirements with the contractor.
6. An Emergency Call List shall be exchanged with the National Grid project representative for high or medium risk projects or as applicable. This list must contain 24-hour contact information for key contractor and project personnel, including the project representative and Safety representatives. This list should be distributed to all concerned, as determined by the project team, prior to the start of work. For contractors working on process safety assets who have an emergency response role, the emergency response plan shall be updated to clarify the contractor’s role in the event of an emergency on site.
7. For routine maintenance services, a review of associated safety issues and specific facility issues, restrictions or practices, such as evacuation procedures, shall be discussed with the contractor upon initial hiring. Any changes in the facility that may affect the safety of contractor or National Grid employees or third parties must be communicated immediately.
8. Upon completion of the contractor orientation or preconstruction meeting, the contractor management official shall certify in writing that: (1) the contractor has been informed of National Grid safety requirements; (2) that employees and subcontractors have the appropriate qualifications to perform the work, and; (3) the contractor agrees to comply with all applicable safety requirements. The certification shall be completed annually in ISNetworld as an acknowledgement of the above requirements.

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### 3.5 Job Safety Briefs

*Applies to: All contractors; as needed*

1. Job safety briefs shall be documented in writing. Written job safety briefs, permits, and/or plans shall be available at the job site for inspection and retained for 30 days after the job is completed.
2. National Grid reserves the right to perform a safety stand-down with any contractor for purposes including, but not limited to: recent injuries, incidents or near misses; identified hazards at job site or equivalent, and for other reasons to communicate with the contractor crew.
3. Each crew shall conduct these job safety briefs prior to commencing work at the job location. A new job brief is required when there are changes to the day's work order or plan, when there are changes in weather conditions, when a new worker or company joins the crew, and if the crew members take any extended breaks (i.e. lunch breaks). Working alone: A contractor working alone need not conduct a job brief; however, the contractor must review the hazards associated with the job as if a formal job brief had been performed.
4. Each worker must have 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, raised any questions, and agree with the plan.
5. Visitors to the work site shall be asked to read and sign the job brief acknowledging they understand contents. Contractors shall review the job brief and discuss the elements of the hazards and mitigation steps with each visitor prior to entering the job site. If a visitor refuses to sign, the general foreman will note it on the brief and will not allow the visitor to enter.
6. **SITE SIGNAGE:** An assessment of the work site should be conducted by the National Grid project representative overseeing the work with the contractor to determine if site signage will be needed to protect site visitors, the public or any other persons entering the work site. If Site Signage is required at the site, the signage shall be posted at the main entrance to the work site. The sign shall direct all visitors to check in with the Person in Charge (PIC), be escorted to the designated safe area and advised of all work currently in progress. The visitor is expected to comply with all related safety requirements and sign off on the Job Brief before entering the work site.

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**3.6 Safety Meetings**

1. In addition to job safety briefs, the contractor shall have regular safety meetings with their employees and subcontractors. Contractors performing high or medium risk work shall have weekly safety meetings, while low risk contractors, at a minimum, shall have safety meetings monthly and attendance must be documented.
2. The safety meetings shall include the following topics: statistics, incidents, near misses, updates on old business and new business raised. It will include the round table discussion by the workers and the action items discussed. Meeting minutes must be documented and shall include specific action items, their due dates, persons responsible and a completion date. This documentation shall be available for inspection during the project period, and for 30 days after the project is completed. For contractors working on Process Safety assets, meeting minutes from contractor shall be shared and discussed with National Grid site management.
3. Routine Safety meetings/calls between National Grid and the Contractor shall be coordinated on a regular basis. Safety meetings may include but are not limited to ESD/Compliance Assessments, Safety Briefs, Safety Day discussions and regularly scheduled calls to promote safety and best safety practices. Contractors working on Process Safety assets for more than 6 months shall schedule leadership visits to discuss process safety topics.
4. Contractors working on process safety assets for greater than three (3) months, or as needed, shall hold project planning meetings to discuss short term and long term work items. Project planning meetings shall include safety performance monitoring against project targets and should include a National Grid SHE representative for jobs on Major Hazard Assets in addition to a National Grid site representative.

**3.7 Incident Investigation**

*Applies to: All contractors (regardless of risk ranking)*

1. All contractors are required to report any work-related incidents involving injury or illness to employees, the public or property damage to the National Grid project representative. The first priority is to ensure that anyone injured receives medical treatment. Examples of incidents may include, but is not limited to: injury, property damage, adverse public impact, near miss, a hazardous condition and road traffic collisions (RTC).

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2. Contractors will then be responsible to perform an incident investigation immediately following the incident and document root cause/corrective actions in the ISN system and to National Grid.

**Incident Response Steps**

In the event of an incident, the contractor shall provide details of the incident to National Grid that follows the steps below.

1. Contractor supervisor collects basic information about the incident from the employee or witnesses:
  - What happened?
  - Who and how many people were injured?
  - What treatment was administered?
  - What was the nature and seriousness of the injury?
  - Where did the incident occur?
  - When did the incident occur (date, time of day)?
  - Were there any witnesses?
2. Contractor supervisor immediately calls the project representative or other National Grid point of contact. All incidents shall be entered into the Incident Management System (IMS) as soon as possible by the National Grid project representative or National Grid designee. When dialing 1-866-322-5594, the caller will be prompted to select option 2 for anything other than an employee injury.
3. Contractor shall conduct an investigation within 24 hours of the incident that will identify contributing factors and root cause analysis relating to the incident and the corrective actions that will be taken to prevent future occurrence. This information will be documented in the ISN system.
4. Contractor vehicle accidents occurring during the performance of work will also be investigated and reported to National Grid.

**Other Reporting**

National Grid may periodically request the following annualized data for all work activities limited to National Grid operations:

- Lost Time Incident (LTI) rate for workers
- Restricted Work rate
- OSHA Recordable Incident (ORI) rate

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**4.0 TECHNICAL SAFETY REQUIREMENTS**

**4.1 Personal Protective Equipment (PPE) Requirements – General**

*Applies to: All contractors (regardless of risk ranking)*

1. Basic PPE attire at construction sites and other similar work zones include, at a minimum: hard hat, safety shoes and safety glasses with side shields. Any contractor who performs medium/high risk work for a Gas or Electric line of business exposed to vehicular traffic shall wear (FR) ANSI 107 certified class 3 hi-vis clothing or vest. All other contractors shall refer to the US Department of Transportation’s Manual on Uniform Traffic Control Devices (MUTCD) to determine the correct class of hi-vis clothing / vests, either ANSI certified Class 2 or Class 3 or wear the higher class. The contractor and their employees, including subcontractors are expected to follow the same rules and protocols as National Grid personnel. Storm contractors that do not have a Contractor of Choice contract should follow their existing practices and rules.
2. The contractor shall ensure that their employees and subcontractors use protective safety toe footwear when working in areas where there is a danger of foot injuries due to falling or rolling objects, or objects piercing the sole, and where such employee’s feet are exposed to electrical hazards. In addition, during inclement weather conditions or adverse events, the addition of anti-slip footwear or outer foot wear may be appropriate. Electrical Hazard (EH) rated footwear is required at all times. EH rated overshoes are required when working on or near (within Minimum Approach Distance MAD) around electrical equipment over 50 volts, when working in electric substations, excavating in and around electrical duct banks or in an area of expected downed wires per OSHA 1910.136 and ASTM standard F-2413-05.
3. Guidance for additional PPE is referenced in other sections of this document.

**4.2 Flame Resistant Clothing Requirements**

*Applies to: All contractors; as needed*

1. Flame Resistant (FR) clothing shall be worn when personnel work on energized equipment/lines or when distance and position will expose the worker to electric arc or flame hazards. FR clothing shall also be worn during live gas work as outlined in the gas PPE Matrix (Gas Policy SHE01001) and within LNG operations locations as required. FR clothing also includes arc- resistant rain gear. This additional ensemble may also be

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required as part of the job for contractor personnel. Contact a National Grid representative for a copy or to view the PPE matrix.

2. FR clothing shall be worn as the outermost layer of clothing and when workers measure voltages, test or ground electrical equipment/lines.
3. FR clothing shall be worn when work requires the use of rubber protective equipment or the use of insulated live line tools.
4. FR clothing shall 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/ worked on by another worker.
5. Visitors are not required to wear FR clothing in substations or production plants unless they are engaged in electrical work. The National Grid project representative will be able to determine whether FR clothing will be required based on the specific contractor task. Note: Gas contractor FR requirements may differ slightly. Please refer to National Grid PPE Matrix for Gas operations within Gas Policy SHE01001 as needed.
6. FR clothing shall meet a minimum arc rating of 8 cal/cm<sup>2</sup> (HRC 2) for energized electrical equipment unless otherwise specified based on increased potential exposure as indicated in the Arc Flash Tables in H-807 *Arc Flash Analysis and Mitigation* program.
7. Additional FR clothing protection is required when performing work on the distribution system in NY North and New England (legacy National Grid) stations. Contact a National Grid representative for a copy. (NG Employees: If the link does not work, copy and paste the url into your internet browser)  
[http://us3infonet/sites/eng\\_delivery\\_svcs/Pages/ArcFlashMitigation.aspx#2015](http://us3infonet/sites/eng_delivery_svcs/Pages/ArcFlashMitigation.aspx#2015)
8. Contractors who may be involved with tasks requiring the implementation of this program shall be informed by National Grid. Contractors will be required to follow all aspects of OSHA and any other applicable regulation as it applies to the tasks they perform.

**4.3 Rubber Gloves and Sleeves**

1. Rubber glove use is required for work on all electrical apparatus at 50 Volts or greater. Rubber gloves 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”, “cradle to cradle”)

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2. Class 0 gloves are required for exposures up to 1000 Volts.
3. Class 2 gloves are required for voltages between 1000-15,000 Volts.
4. Rubber sleeves must be worn where work is conducted within the MAD of primary electrical apparatus that is not tested, de-energized and grounded.
5. For voltages 23 kV and above, workers can use specialized equipment or work practices as long as these workers have been appropriately trained and qualified. National Grid may request training records from the contractor.
6. Rubber glove exceptions for specific jobs (other than those listed in this section) are permitted only with the dated, written approval of a Division Director.
7. It is the contractor's responsibility to wear class 2 rubber gloves when grounding trucks or equipment due to a possible difference in potential.

**Exceptions**

No rubber gloves are required:

- When working in a properly established equi-potential zone.
- When the operator remains at the same potential as the equipment by being off the ground and on the equipment.
- 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.
- 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, boots, leg straps and/or any other applicable conductive clothing.
- When climbing a steel structure to perform structural reinforcements while maintaining MAD from energized conductors or apparatus.
- When climbing a steel structure to access an area that has been properly grounded.

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**4.4 Isolation of Energized Apparatus**

**1. Non-Reclosing Criteria and Live-Line Maintenance and Construction:**

The appropriate interrupting devices (breakers, reclosers, circuit switches, etc.) will be placed on NON-RECLOSING in accordance with National Grid tagging procedures.

**2. Tagging Out Lines or Apparatus**

The National Grid Construction Supervisor or designee shall coordinate all switching and tagging in accordance with the most current EOP on Clearance and Control.

Upon receipt of Clearance, the project representative will present the Contractor’s Person in Charge with the “Contractor Permission to Work Form” (Form NG0060), which states the specific apparatus that has been de-energized and that certain device(s) are tagged in the Protective Position and will remain so until the Contractor’s Person in Charge informs the construction supervisor or designee of the completion of the work utilizing the “Contractor Completion of Work” section of the “Contractor Permission to Work” form.

The original transferred copy needs to be returned after the completion of work section is filled out & signed. In some cases the tailboard is outside & is susceptible to elements & damage; a copy shall be utilized in the field instead of the original.

No work will be performed until the “Contractor Permission to Work Form” is received from the construction supervisor stating that the equipment has been de-energized and a clearance to work has been given. The Contractors Permission to Work Form and a written grounding plan shall be attached to the crews Job Briefing and be kept at the work location.

After the “clearance” is received from the National Grid Construction Supervisor, the various substation conductor bus and equipment to be worked will be tested and “Grounds” installed. Grounds shall be rated for the fault current of the line/equipment being grounded. (Note: Rubber Gloves and FR clothing are required when installing and removing grounds). The contractors “Person in Charge” (Construction Supervisor/General Foreman) shall be responsible for determining the location and number of grounds.

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Vehicles and equipment may utilize a single 4/0 cu for grounding inside the substation. Employees working on de-energized lines and equipment shall always work between grounds.

Prior to the application of any personal protective grounds, the circuit to be worked on must be tested for the presence of voltage using an approved potential detector. The worker must verify the detector is in operating order prior to and after testing for voltage. MAD must be maintained during the testing, and appropriate PPE shall be worn. Testing for voltage shall be done at the point where the grounding devices are to be attached. All phases of the circuit to be worked on shall be tested at each location that grounds are installed.

When an Air Gap is required to create a work zone, the component (a tap) shall be removed in whole from the system unless removal of the component is impracticable or creates an additional hazard based on National Grid management in charge of the job. If the component (a tap) is deemed impracticable to be removed in whole it shall be disconnected from one end, isolated from all other conductors and properly secured to ensure accidental energization will not create a hazard. When National Grid 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. The Contractor is responsible to install their personal grounds, in accordance with all OSHA, Federal, State and local safety procedures. National Grid may provide guidance on the minimum size of the grounds to be used based on circuit available fault current. Refer to *Electric Operating Procedure D002*, for applicable grounding size. Ground rods shall be fully driven into the earth away from the workers and work area. T-Bar ground rods are not to be used on National Grid property.

The National Grid Construction Supervisor shall review the contractor's plan for the quantity and locations of grounds, ensuring that the work the contractor is performing is between grounds, covering all potential sources. All three phases shall be grounded. (In stations, from each phase to the station ground grid). Grounds shall be placed as close to the work area as reasonably possible, between the work area and all potential sources of inadvertent energization. A copy of the grounding plan shall be kept with the job safety brief.

It is the contractor's responsibility to account for all their grounds. The contractor shall provide, maintain, and enforce a ground tracking program suitable to National Grid. In the instance of a zone expanding/collapsing,

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remaining grounds shall be listed on the Contractor Permission to Work Form and verbally communicated to the construction supervisor.

**3. Grounding Mobile Equipment**

When mobile equipment requires grounding, it shall be solidly grounded by means of appropriate sized copper cable while using rubber gloves. 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.

Non insulated booms such as digger derricks that have the possibility of encroaching the MAD shall be grounded and barricaded. The ground is to trip the circuit and the barricade is to protect anyone who may become in contact with the truck during this energization.

**4. Minimum Approach Distance (MAD)**

Refer to OSHA 29 CFR 1910.269 for more information and details regarding qualified and unqualified workers.

**4.5 Appointment of a Safety Observer**

A safety observer shall be required if an employee (operator) determines that it is difficult to accurately determine the distance between the equipment (minimum approach distance) and energized parts. The Safety Observer shall never be a substitute for minimum approach distance (MAD), personal protective equipment (PPE), insulate/isolate techniques or work area identification as a form of employee protection.

The person in charge of the work (contractor or National Grid), shall appoint a qualified employee or employees to perform the task of a safety observer. The personal in charge shall:

1. Ensure a documented job brief is completed and includes the name of the safety observer, additional subjects such as the location of gas lines, energized equipment, in or adjacent to the work area and the limits of any de-energized work area
2. Discuss the scope of work and communication techniques used to warn or notify the equipment operator of hazardous conditions.
3. Communicate any changes to work and job completion to the safety observer

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4. Select another safety observer if there is a need for the existing observer to have break in service.

The safety observer is a qualified employee who has been appointed by the person in charge based on the hazard assessment and the job brief. The safety observer shall:

1. Observe the worker performing the task/activity until all hazards have been eliminated or the task/activity has been completed
2. Have shown proficiency in the task/activity being observed and have a full understanding of the job and the hazards associated with the task/activity.
3. Remain continuously focused on the task/activity being performed and not perform or assist any other job activities while observing the worker performing the task/activity
4. Notify the person in charge if there is a need to have a break in service. Work must stop until a new observer is appointed or the safety observer returns.

A safety observer shall also be required when a critical lift is being performed. A critical lift plan shall be required during the following circumstances:

1. An object is lifted over energized apparatuses or assets where a failure of the lifting equipment or rigging could result in a significant safety hazard or cause significant disruption in service to National Grid customers.
2. The crane or other lifting apparatus is anticipated to be operated above 80% of its rated capacity for the specific load chart for the lift.
3. A man basket (pinned or suspended) is to be utilized. All fall protection rules shall be followed when in a man basket.
4. Two cranes will be used in concert to lift a single object
5. Internal substation construction involving all power transformers, control houses, capacitor banks and transmission breakers.
6. Lifts in LNG or Gas plants where a hazard assessment or job brief identifies a significant risk.
7. The lifted load will be less than twice the minimum approach distance (MAD) of the nearest energized part. Until a qualified electrical worker confirms the MAD, loads and equipment shall maintain a 20 foot distance. Once nominal voltage is established, the MAD will be according to OSHA tables.
8. The lifted load is hoisted over buildings or the general public.

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**4.6 Work Zone Traffic Control**

1. If work activity is on or near a road, the contractor and their subcontractors shall comply with all applicable parts of the most current US Department of Transportation’s Manual on Uniform Traffic Control Devices (MUTCD), state, local Work Zone Traffic Control requirements and the National Grid Work Zone Traffic Control Manual. Please contact your National Grid representative for a copy of the manual found in the Safety Homepage on the Infonet.
2. If pedestrian traffic is disrupted, pedestrians should be provided with a path that is reasonably safe, convenient and accessible. Pedestrians should not be led into conflicts with work site vehicles, equipment or operations.
3. If working in areas covered by state permits issued to National Grid, contractors shall comply with the provisions (work practices and notifications) of the permit language. These permits must be available on the job site upon request.

**4.7 Qualified Gas Worker**

*Applies to gas projects/activities*

1. Gas contractor employees will be operator qualified as required and defined according to the Code of Federal Regulations, Transportation, 49, Subpart 192.801 through 192.809.
2. Until these qualified employees have demonstrated proficiency in the work practices involved, they are considered employees undergoing on-the-job training and must be under the direct supervision of a qualified person at all times. According to the definition of a “qualified employee”, the employee also must have demonstrated an ability to perform work safely at his or her level of training.
3. National Grid requires contractors with gas qualified employees to provide documentation on how they qualify their workers.
4. Additionally any qualifications’ of contractor personnel shall be in full accordance with the Company’s Operator Qualification written plan, (OQ Plan) Refer to the most current list of covered tasks in accordance with National Grids’ Operator Qualification Program and the Northeast Gas Association, (NGA).

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**4.8 Qualified Electrical Worker**

*Applies to electrical projects/activities*

1. According to 1910.269(a)(2)(ii), a qualified electrical employee must be trained and competent in the following prior to starting work:
  - The skills and techniques necessary to distinguish exposed live parts of electrical equipment
  - The skills and techniques necessary to determine the nominal voltage of exposed live parts
  - The MAD specified in 1910.269 corresponding to the voltages to which the qualified employee will be exposed
  - 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
  
2. Until these qualified employees have demonstrated proficiency in the work practices involved, they are considered employees undergoing on-the-job training and must be under the direct supervision of a qualified person at all times. According to the definition of a “qualified employee”, the employee also must have demonstrated an ability to perform work safely at his or her level of training.
  
3. National Grid requires contractors with electrically qualified employees to provide documentation on how they qualify their workers.

**4.9 Qualifying Non-Electrical Worker**

*Applies to: All qualifying non-electrical contractors working near energized lines and equipment; as needed*

1. The contractor shall provide orientation for non-electrical workers entering and working within restricted areas such as a substation and those working near energized lines and equipment.
  
2. The information provided to these workers must meet the requirements of paragraph 1910.269(a)(2)(ii). However, the orientation and training may not be as comprehensive as the qualified electrical worker would be.

They must know:

- What is safe and not safe to touch in the specific areas they will be entering;

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- The maximum voltage of the area;
  - The MAD for the maximum voltage within the area;
  - Proper use of personal protective equipment and in the work practices necessary for performing their specific work assignments within the area.
3. Until these workers have demonstrated proficiency in the work practices involved, they are considered to be employees undergoing on-the-job training and must be under the direct supervision of a qualified person at all times.

**4.10 Asbestos, Lead and other Hazardous Materials**

1. Asbestos and lead materials associated with electrical and gas equipment includes, but is not limited to: cement-type cable covering, cable wrap, wire coatings, coal tar pipe wrap, and transite panels and conduits. Asbestos and lead materials may also be present in building materials including but not limited to: paint, mastics, caulking, insulation and roofing materials.
2. Where asbestos and other hazardous material is present and likely to be disturbed, the National Grid project representative and contractor shall coordinate how the asbestos, lead or other hazardous materials will be managed and shall consult National Grid’s Safety & Environmental department as appropriate.
3. Removal of this material must be done by individuals specifically trained and qualified to handle asbestos and lead. Refer to National Grid Safety Procedures, F-615, F-617 and F-619 for guidance on asbestos and lead handling and removals. For more information, contact a National Grid representative for a copy of these procedures.

**Note:** Contractors who will encounter asbestos or lead as part of their work shall reference in their safety plan how they will address this hazard.

**4.11 Lift Plans for Work Near Energized Electrical Equipment**

1. All work involving hoists, cranes or other lifting equipment **within 10’ of energized electrical equipment** must have a detailed lift plan/procedure.
2. As a minimum Lift Plans shall include the following:

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- a. Designated Operator and Signal person
- b. Detailed travel and flight path that ensures the boom and material being raised is controlled 100% of the time and will maintain the appropriate clearance
- c. Designated cover up and isolation to ensure employee and equipment safety in the event of an unplanned action or failure
- d. Emergency action plan with detailed instructions to respond to unplanned/uncontrolled event during the lift or positioning of the lifting equipment.
- e. Documented load weight and equipment lifting limits
- f. Rigging equipment and methods that will be used during the lifting. Sign off/approval from the management official responsible for the work

**4.12 Fall Protection**

- 1. Fall protection or fall restriction devices shall be used when working at heights over 4 feet with the exception of portable straight and extension ladder use, when three points of contact are maintained. If 3 points of contact cannot be maintained a work positioning belt is required. Step ladders shall be set up on level and stable surfaces, fully open with braces locked. Work positioning belts are not required for properly set up step ladders. Examples of fall protection include appropriate guardrail systems, completed/approved scaffolding and personal fall arrest. For more information, see the National Grid Safety Procedure H806 *Fall Protection*.
- 2. All fall protection shall be inspected before use each day to determine if equipment is in good working condition. Defective equipment shall not be used and shall be removed from service.
- 3. A worker may enter or exit an aerial lift (at heights above four (4) feet) provided that fall protection such as guardrails or a fall arrest system is used while the worker moves between the lift and the working surface. Before any such transfer is made, the employee shall be properly tied-off to an adequate support, the pole or structure prior to and in the direction of the transfer.

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Exceptions to fall protection shall be in accordance with Federal & State requirements.

**4.13 Herbicide Application**

1. Vegetation spraying shall be conducted unescorted only by contractor employees who have been designated as a Qualified Electrical Worker, where applicable.
2. The spray applicator shall have ID cards issued by Security with background checks available from the contractor.
3. National Grid management shall require a schedule of the spraying in their areas.
4. Once spraying begins, the contractor must contact local management on a daily basis to inform them of progress or changes to the schedule.
5. The contractor shall post all stations with dated signs indicating when the station was sprayed. These signs should not inhibit access to the station.
6. The contractor shall ensure that any stored materials and equipment do not get covered with “overspray”. Overspray represents a substantial safety hazard and cannot be allowed.
7. When applying herbicides, contractor employees shall wear appropriate PPE in accordance with product labels.

**5.0 UNDERGROUND OPERATIONS WORK**

In addition to the other requirements referenced in this document, this section covers requirements that are specific to underground operations work.

**5.1 PPE Requirements**

All contractors shall comply with the applicable PPE and WZTC requirements referenced in Section 4.0.

**5.2 Enclosed Space Assessment, Ventilation, Entry and Rescue**

Refer to the National Grid EOP-UG006 *Underground Inspection and Maintenance* and National Grid Safety Procedure I-902 *Enclosed Space Procedure* for more information regarding enclosed space requirements.

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1. Contractors are required to follow all procedures in this document in regards to enclosed spaces (manholes, sidewalk vaults, etc.), including assessment, ventilation, entry and rescue.
2. Each enclosed space shall be tested prior to removing manhole lids and entry. Atmospheric testing shall be continuous for the duration of the entry using a calibrated, industry approved atmospheric tester.
3. When performing hot lead work or when indicated by atmospheric monitoring, engineering controls such as forced mechanical ventilation shall be used when working in National Grid manholes at all times.
4. All contractors who are qualified electrical workers will treat these spaces as “enclosed spaces” and follow non-entry rescue provisions.
5. In some situations a boom is allowed for retraction from an enclosed space. Refer to Safety Procedure I-902 for more information.
6. Steel cable or wire rope for non-entry rescue is prohibited.

**5.3 Equipment Safety Inspection**

1. Inspect underground facilities (manholes, vaults, hand holes, splice boxes, junction boxes, pad mount transformers, switchgear and submersible equipment, etc.) each time a crew performs work at one of these facilities. All separable components in these facilities shall be inspected by infrared instrumentation. A National Grid representative can provide details from the National Grid EOP-UG001 *Infrared – Non-Contact Thermometer Inspection Requirement for Underground Equipment* for more information.
2. The infrared (IR) thermometer or camera shall, at a minimum, have a range of -25°F to 1400°F with a plus or minus 1% accuracy. For more details and current operating procedures, contact a National Grid representative regarding EOP UG001.
3. The format for data collected shall follow the National Grid EOP UG006 *Underground Inspection and Maintenance* requirements. Please contact a National Grid representative for more information.
4. “Touch Potential” testing of metal street lighting poles is required as a part of any maintenance work. For more information, a National Grid representative can provide a copy of the National Grid EOP G016 *Elevated*

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*Equipment Voltage Testing and National Grid Work Methods Bulletin #04-26 Touch Potential Testing of Metal Street Lighting Poles.*

5. Touch Potential testing results shall be recorded on the job safety brief and the manhole inspection form which shall be given to the National Grid Construction Supervisor or designee.
6. All contractors working for National Grid shall use materials and equipment in accordance with the manufacturing guidelines. It is the contractors' responsibility to understand the manufacturers' limits and prescribed use of their tools and equipment before each use.
7. Workers shall test and verify that the underground cable is de-energized and guillotine the cable if needed from outside the hole. Rubber gloves shall be worn at all times while performing this task.

## 6.0 OVERHEAD LINE WORK

In addition to the other requirements referenced in this document, this section covers requirements that are specific to overhead line work.

### 6.1 PPE Requirements

All contractors shall comply with the applicable PPE and WZTC requirements referenced in Section 4.0. In addition, contractors will follow ground-to-ground and cradle-to-cradle use of rubber gloves while performing work on energized overhead lines. Any foreign wire, including those on a pole or structure constitutes an energized source and requires the use of rubber gloves (ex: Cable TV, telephone, fire alarm wire, etc.).

### 6.2 Fall Protection

All contractors who climb structures such as wood poles or transmission towers shall utilize enhanced fall protection equipment (fall arrest devices) and techniques (ex: *Buckingham Buck-Squeeze, Miller StopFall* or *Jelco Pole Choker*). When working on wooden and steel structures, a full body harness and lanyard shall provide 100% fall protection at all times (100% tie off, Shepperd's Hook, etc.). Climbers shall never be allowed to drop or slide down a pole or structure more than two feet.

Exceptions to fall protection shall be in accordance with Federal & State requirements.

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**6.3 Pole/Structure Inspection**

Contractor shall ascertain the structural integrity of the pole or other structure prior to installation, removal, repair or modification of the equipment on the structure.

1. Prior to climbing any pole, an inspection and test of the condition of any pole being climbed shall be performed. The weight of the employee, the equipment being installed and other working stresses (such as the removal or re-tensioning of conductors) can lead to the failure of a defective pole or one that is not designed to handle the additional stresses.
2. If the pole is found to be unsafe to climb or to work from, it must be secured so that it does not fail while an employee is on it. The pole can be secured by a line truck boom, by ropes or guys, or by lashing a new pole alongside it. [29 CFR 1910.269(q)] If measures cannot secure the pole, the contractor must cease operations and notify the National Grid Construction Supervisor or designee

**6.4 Electrical Work Methods**

1. Jumpers of any type shall not be used to keep transformers, risers or transformer banks energized for the purpose of changing potted porcelain cutouts. A National Grid representative can provide information to the National Grid Electric Operation Procedure (EOP) D001 *Cutouts – Open Type* for more information.
2. Potted porcelain cutouts must be changed out when work is being completed on a pole even if this is not planned in the scope of the work provided.
3. Properly rated and inspected slings, chains or tongs shall be utilized to move poles and equipment. Winch lines must not be wrapped around poles or looped around transformer ears to lift without a sling or chain.

**6.5 Transmission Overhead Lines**

1. For work on transmission circuits, red tape shall be placed around any energized pole, pole structure, or tower adjacent to the de-energized line.
2. When one circuit of a double circuit pole or tower line is de-energized for work, a red or orange flag shall be placed on the energized side of the pole or tower nine feet below the lowest energized conductor. In addition, a red

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or orange flag shall be placed on the lower cage on the side toward the energized circuit at each arm level as employees work on them or pass them.

3. All contractors using ATV's, UTV's or RTV's for transmission or forestry work, are required to follow all local OHRV requirements for PPE and driving safety. Training shall include classroom and in-field instruction as well as a formal driving assessment on an annual basis for each type of vehicle planned for use: i.e. UTV specific training for UTV's and ATV specific training for ATV use. All contractor employees must be fully trained and qualified before use. Proof of individual operator training certifications for each operator shall be available at all times. US DOT rated helmets and safety glasses/goggles are required for any vehicle that does not have a seatbelt and a roll cage. In equipment with a roll cage and seatbelt, operators can utilize a hard hat and chin strap.
4. At the end of each day, unless other arrangements have been made for an extended outage, grounds will be removed and the National Grid project representative will be notified that all personnel are "clear" of the conductor bus work and equipment.
5. Wherever transmission line workers "touch" wires, a personal ground shall be installed at the work area to establish an equipotential zone, unless workers are engaged in live-line barehand work (29 CFR 1926.964)

## 7.0 SUBSTATIONS

In addition to the other requirements referenced in this document, this section covers requirements that are specific to substations work.

For additional information, a National Grid representative can provide a copy of the National Grid Substation Maintenance Procedure SMP 499.01.2 *Protective Grounding Procedure* under the Substation Work Methods Infonet page for specifics regarding substation grounding practices.

Grounding plans for substation, major distribution and transmission projects will be submitted to the National Grid construction supervisor a minimum of 1 week prior to construction for review. This plan will show the steps, work area limits and ground cable size and amount. Once reviewed with the National Grid and prior to starting the job, the plan will be reviewed by the contractors with all employees and subcontractors on the project.

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The use of an “Equipotential” step/platform or a conductive mat is required for access and egress from the following:

- a. Crane or any other equipment, including aerial lift equipment, that is connected to the substation ground grid and/or bonded to transmission line conductors when working outside of the station fence
- b. In the rights-of-way
- c. In areas inside the substation where there is no ground grid present.

When work is performed inside the substation and there is a ground grid available, the “Equipotential” step/platform or conductive mat is not necessary.

All vehicles shall be grounded and barricaded per OSHA standards and the National Grid Electric Operating Procedure G026 *Mechanized Equipment Grounding*.

Proper clearances shall be maintained from adjacent energized substation bus, energized portions of substation equipment and other transmission lines at all times.

Use of proper insulated tooling (shotguns and sticks) shall be utilized per NECA standard maintaining MAD.

**7.1 PPE Requirements**

1. All contractors shall comply with the applicable PPE and WZTC requirements referenced in Section 4.0.
2. Contractors who perform any ground breaking activities in a substation within a pre-marked area will require Dig Safe marks to be in place; otherwise, the job must be suspended and the National Grid construction supervisor or project representative shall be notified of the condition.
3. When using non-insulated man-lifts, and if provided by the manufacturer, a secure point of attachment for lifelines, or lanyards or deceleration devices shall be utilized, independent of the means to support or suspend the employee. Workers feet shall also always remain on the floor.

**7.2 Notification of Control Authority When Entering a Substation**

1. When a contractor enters and exits a National Grid substation, the contractor shall ensure that the System Control Center is notified. While work is being conducted, gates must be monitored at all times or the gates

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shall be locked. For more information, contact a National Grid representative regarding National Grid EOPG022 *Substation Security*.

2. Unescorted entry in substations can only be provided to contractors who provide assurance that their employees and subcontractors are electrically qualified as specified in 29 CFR 1910.269. Refer to Section 4.0 of this document
3. All National Grid specifically identified bulk power stations will require NERC-CIP training, certification and approval prior to entry to those sites.

**7.3 Substation Work Area Identification (SWAI)**

1. Contractors who will be working in substations shall follow the SWAI procedure. National Grid will provide a copy of this procedure if required by the project. For more information, contact a National Grid representative regarding National Grid SMP499.10.2 *Substation Work Area Identification Procedure*.
2. Qualified contractors as referenced in section 4.8 of this document shall install their own work area identification. National Grid shall arrange work area identification for non-qualified workers as required.
3. Designated storage areas for items not being used will be posted in the yard and should be the only place these items are kept.

**8.0 GAS OPERATIONS WORK**

In addition to the other requirements referenced in this document, this section covers requirements that are specific to Gas operations work. For more information, contact a National Grid representative regarding National Grid General Safety Requirements SHE1001 *Gas Policy* which can be found following this link:

<http://dc-gasweb1/MeISite/WMSafetyAll.asp> .

**8.1 PPE Requirements**

1. All contractors shall comply with the applicable PPE and WZTC requirements referenced in Section 4.0.

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2. The contractor shall wear all appropriate PPE and Class 2 rubber gloves for personal protection when digging or probing within 2 feet of known electrical conductors and when the location of energized conductors is unknown.

## 8.2 Gas Operations

1. Any contractor who performs covered tasks shall be operator qualified (OQ) as defined in the DOT Title 49 CFR, Subpart N and all applicable state requirements pursuant to the state the contractor is working in. Additionally, any qualifications of contractor employees shall be in full accordance with the Company’s Operator Qualification written plan, (OQ Plan) Refer to the most current list of covered tasks in accordance with National Grids’ Operator Qualification Program and the Northeast Gas Association, (NGA).
  - a. The Operator Qualified status of contractor employees must be regularly updated and accessible through the ISN system. This listing must detail employees’ current tasks they are qualified for, the next recertification date, associated documentation and a documented annual acknowledgement in ISN on their qualified workers as referenced in section 3.1 of this document.
  - b. Contractor personnel involved with covered tasks may require certification by National Grid and an orientation of the involved tasks and National Grid Company standards. National Grid reserves the right to validate contractor qualifications prior to performing Live Gas work.
  - c. Atmospheres are to be tested with a properly calibrated Combustion Gas Indicator (CGI) or Gas Measurement Instrument (GMI) in accordance with National Grid excavation procedures as required.
  - d. Each employee in an excavation shall be protected from cave-ins by an adequate protective system, such as sloping, benching or an appropriate shoring system. For more information, contact a National Grid representative regarding National Grid Safety Procedure M-1301 *Standards for Working in Excavations*.

## 9.0 FORESTRY AND VEGETATION MANAGEMENT

In addition to the other requirements referenced in this document, this section covers requirements that are specific to vegetation management work.

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**9.1 PPE Requirements**

1. All contractors shall comply with the applicable PPE and WZTC requirements referenced in Section 4.0.
2. For work along roads and other areas of vehicular traffic, contractors shall wear high visibility clothing or vests.
3. Flame Resistant Clothing is not required per the applicable OSHA Forestry standard. Forestry contractors must instead wear natural fiber clothing when working within 10 feet of energized equipment.
4. Forestry contractors must wear a properly adjusted full-body fall protection harness connected to an appropriate lanyard when working from an aerial lift. The lanyard must connect to an attachment anchored to either the boom or bucket mounting hardware. Attachment points anchored through only the fiberglass portion of the bucket are not acceptable.
5. Forestry contractors will be required to wear chaps while operating a chainsaw or when assisting and/or working in close proximity to a chainsaw that is being operated.
6. Saws shall not be left unattended with the engine running.
7. When a contractor employee carries a saw, the engine shall be off and/or covered or the saw shall be carried with the blade to the rear and locked.
8. Tree crews will not be allowed to fly their buckets in between the primary and secondary cables if the MAD will be violated in process of doing so.

**9.2 Equipment and Work Methods**

1. Forestry contractors shall utilize fiberglass sticks and stick saws for work around energized equipment. Additionally, integrity tests shall be performed and documented annually. Test results and expirations shall be available on each vehicle as needed.
2. Forestry contractors shall perform and document dielectric testing of all aerial units annually. Test results and expirations shall be available on each vehicle as needed.
3. For lump sum or unit price mileage trimming projects, a single foreman may supervise up to four (4) bucket trucks on the same project. The minimum

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qualifications for the “lead” person on each of the other trucks shall be a Journeyman Tree Trimmer or equivalent (Qualified Line Clearance Tree Trimmer). At least one other employee on the truck shall be an OSHA defined, Qualified Line Clearance Tree Trimmer Trainee. For Upstate New York only, it is understood that a Qualified Line Clearance Tree Trimmer shall carry the title, wage and benefits as outlined in IBEW LU 1249’s existing contract of a Journeyman Treeman and that a Qualified Line Clearance Tree Trimmer Trainee shall carry, at a minimum, the title, wage and benefits as outlined in IBEW LU 1249’s existing contract of a Treeman Trainee, 2<sup>nd</sup> year.

**9.3 Training**

1. Forestry contractor management will be required to attend safety council meetings hosted by National Grid as required. The contractor shall ensure that all appropriate safety personnel for the National Grid territory are in attendance.
2. Forestry contractors shall implement and provide the required training and certification programs necessary to provide OSHA defined Qualified Line Clearance Tree Trimmers or Qualified Line Clearance Tree Trimmer Trainees. Qualifications shall be provided in the ISN system. Forestry contractors shall provide an update HASP by April 1<sup>st</sup> of each year for all work being conducted at National Grid.
3. All contractors using ATV’s, UTV’s and RTV’s for transmission or Forestry work are required to follow all local OHRV requirements for PPE and Driving safety

**10.0 LNG PRODUCTION, TRANSPORT AND HANDLING**

In addition to the other requirements referenced in this document, this section covers requirements that are specific to LNG Production facilities.

All contractors working at LNG plants will sign in and out of plants daily in the contractors log book. All other gas supply facilities and subcontractors require authorization under the contractor management official. If required by the project, trained National Grid plant personnel shall initially, and as needed, review and re-issue as needed, a work permit process which shall which describe the work being performed, valves with their locations and Lock-out/Tag-out numbers.

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**10.1 PPE Requirements**

1. All contractors shall comply with the applicable PPE and WZTC requirements referenced in Section 4.0 and shall include FR outer clothing.
2. Cryogenic protective gloves/gauntlets and face shields are required when making connections to load / unload LNG. National Grid retains the right to enhance PPE requirements as conditions warrant. The use of additional PPE shall be based on the task performed and the PPE matrix for work in production plants.

**10.2 Training**

1. Contractors who transport LNG/propane at National Grid facilities are required to be certified in first aid/CPR and are required to complete frost-bite awareness training. Documentation of training records shall be maintained in the ISN system.
2. National Grid expects contractors working at LNG plants to meet the requirements of 49 CFR 193 Subpart H for health, training or experience and/or any applicable National Grid procedures that supersede the above requirements. Contractors shall provide documentation on their qualified workers, as referenced in section 3.1 of this document.
3. All Contractor personnel performing work in LNG plants must meet the requirements of the National Fire Protection Association (NFPA), part 59.

**11.0 ELECTRIC GENERATION**

In addition to the other requirements referenced in this document, this section covers requirements that are specific to Electric Generation.

**11.1 PPE Requirements**

1. All contractors shall comply with the applicable PPE and WZTC requirements referenced in Section 4.0
2. Hearing protection is required when working anywhere inside a generation plant and/or outside the plant where noise may be excessive. Acoustic barriers shall be maintained by the contractor as needed.
3. Safety shoes with a minimum height of six-inches are required in Generation plants.

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4. Contractors working in generation plants are required to wear 8-Cal clothing protection. For additional guidance, a National Grid representative can provide reference to Electricity Distribution Operations Infonet webpage under Electric Generation’s Policies and Procedures EGO-028 *Personal Protective Clothing* & EGO-029 *Personal Protective Equipment*.

**11.2 Training**

1. Required training may include; PCB’s, asbestos, mercury, confined space awareness and excavation competent person requirements. HAZCOM is required by contractors working in generation plants as applicable.
2. Contractors who work at a National Grid Generation Station shall attend an orientation regarding plant safety and as required, US Coast Guard Maritime Security (MARSEC) policies.
3. Equipment training is required per federal, state and local regulations and National Grid procedures. Operators of any powered industrial vehicle must be qualified and documentation shall be documented.

**11.3 Equipment & Excavations**

1. All excavations shall be performed in accordance with EGO-0005 *Procedure for Excavation in National Grid Generation Facilities* and National Grid Safety Procedure M-1301 *Standards for Working in Excavations*. For additional information, contact a National Grid representative for copies.
2. Gasoline and diesel powered fork trucks shall NOT be used inside the plant or other enclosed facility. Only propane/electric fork trucks are permitted except where additional hazards may exist.
3. All wood products necessary for the work must be made of flame retardant material.

**11.4 Equipment Isolation**

For isolation of hazardous energy sources while working in Generation plants, please contact a National Grid representative regarding EGO-0010, *Control of Hazardous Energy Sources-Work Permit System*.

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**12.0 CIVIL CONSTRUCTION**

In addition to the other requirements referenced in this document, this section covers requirements that are specific to civil construction work.

**12.1 PPE Requirements**

1. All contractors shall comply with the applicable PPE and WZTC requirements referenced in Section 4.0.
2. Rubber gloves shall be worn while carrying out work in and around energized or identified direct buried lines, live duct banks, transformer enclosures, manholes, switch gear and other electrical apparatus when performing civil investigations, installations or repairs.

**12.2 Enclosed Space Assessment and Ventilation**

Contact a National Grid representative regarding the National Grid EOP-UG006 *Underground Inspection and Maintenance* and National Grid Safety Procedure I-902 *Enclosed Space Procedure* for more information regarding enclosed space requirements.

1. Contractors are required to follow all procedures in this document in regards to enclosed spaces (manholes, sidewalk vaults, etc.), including assessment, ventilation, entry and rescue.
2. Each enclosed space shall be tested prior to removing manhole lids and entry. Atmospheric testing shall be continuous for the duration of the entry using a calibrated, industry approved atmospheric tester.
3. When performing hot work or when indicated by atmospheric monitoring, engineering controls such as forced mechanical ventilation shall be used when working in National Grid manholes at all times.
7. All contractors who are qualified electrical workers will treat these spaces as “enclosed spaces” and follow non-entry rescue provisions.
8. In some situations a boom is allowed for retraction from an enclosed space. Refer to Safety Procedure I-902 for more information.
9. Steel cable or wire rope for non-entry rescue is prohibited.

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**12.3 Equipment Safety Inspection**

All contractors shall comply with the applicable equipment safety inspection procedures referenced in Section 5.3

**12.4 Excavation Requirements**

All excavation work shall be performed under the control of a competent person. All soils in National Grid territories are to be considered class “C”, considered unstable and shall require all excavations be performed in accordance with OSHA 1926.651, EGO-0005 *Procedure for Excavation in National Grid Generation Facilities* and National Grid Safety Procedure M-1301, *Standards for Working in Excavations*. For more information, contact a National Grid representative for a copy.

Crews that are performing Excavations shall include an excavation log with their job brief that states the soil type, expected depth and length as well as final depth and length. All required steps need to prevent collapse will be documented on this form as well prior to entry.

Protective systems shall be used for certain manhole installations. These scenarios are covered below:

- The hazard assessment, competent person and/or National Grid supervisor deems it necessary
- If an excavation for a manhole in a roadway is completed and installation of manhole and backfill is not able to be done before the day is complete, a protective system will be required before road plating
- Installation of any manhole 3 way or greater in size/

Where trench boxes are required to be built on site, the contractor shall submit a PE stamped plan and the location shall be designated on the excavation drawings.

All lifts (not limited to materials and equipment) shall be planned and rigged by a competent person. A lift plan shall be provided for all “critical lifts” and must be submitted by a qualified professional to the National Grid representative prior to the lift taking place.

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**12.5 Cable fault finding and replacements**

For excavation work needed to support faulted cables and emergency cable locates, the use of Cable Avoidance Tooling (CAT) shall be used in addition to Dig Safe requirements as an added safeguard to further pin point unidentified buried cables.

For excavations within the tolerance zone, all hand digging in and around direct buried cables shall require basic PPE, non-metallic handled shovels, rubber gloves, FR clothing and EH rated work boots with over shoes.

All excavation equipment shall be grounded in accordance with NG EOP G026. For additional information, contact a National Grid representative.

The use of GPR (Ground Penetrating Radar) shall also be required to verify the Dig Safe/811 locates after award of the project and prior to excavation. This shall include electric URD, UCD and Substation projects.

**12.6 Technical Review**

Where and when applicable, all trench and excavation work shall be reviewed and stamped by a civil PE in the state of record and will be executed under the supervision of a trenching and excavation competent person. All leading edges of trenches and excavations shall be appropriately demarcated, clearly posted and controlled to prevent unauthorized persons from entering and inadvertently falling into the excavation. All trenches and excavations shall be closed as soon as practical/possible. All excavations shall be fully controlled for the duration of the exposure by adequately substantial means to withstand the environment and conditions expected to be present.

All pot holing/test holing and exploratory excavations shall utilize vacuum excavation whenever near known underground utilities or hazards, and when the potential for unknown hazards such as live electrical or gas conveyances exist. When using vacuum extraction in combination with air blowing/air knife tools, all persons in the immediate area shall be wearing safety glasses in addition to a full face shields.

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**13.0 CONSTRUCTION PROJECTS AT CONTAMINATED SITES**

In addition to other requirements referenced in this document, all work on contaminated sites must be conducted per the requirements of 29 CFR 1910.120, including the worker qualification and training requirements of 1910.120(e).

**14.0 AVIATION**

1. Helicopter Crews of two or more shall perform a preflight documented job brief.
2. Helicopter work shall require the use of aviation helmets for both the pilot and passengers.
3. Helicopter pilots and passengers shall participate in the "Flying in the Wire and Obstruction Environment" training prior to flight.
4. Helicopter pilots shall meet the following minimum flight time experience:
  - a. 2000 hours as Pilot in Command or Second in command of a rotorcraft
  - b. 1000 hours in a turbine rotorcraft / helicopter
  - c. 100 hours in a helicopter of the make and model to be utilized at National Grid
  - d. 300 hours flight time in Wire Environments

For more information, contact a National Grid representative for a copy of EOP T012 *Helicopter Utilization & Notifications*.

**15.0 TRANSPORTATION RISKS**

Contractor shall define transportation related activities that can have potential process safety consequences. National Grid shall determine if additional risk assessment is needed and contractor shall participate in the assessment. Contractor shall modify their process to mitigate risk that is determined to be intolerable.

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**APPENDIX A: NATIONAL GRID CONTRACTOR RISK MATRIX**

| <b>National Grid Contractor Risk Matrix</b>  |  |   |  |
|--|--|---|--|
| <b>Category</b>  | <b>Description of Work</b>   | <b>Impact of Work</b>   | <b>Examples to be included in this category (including, but not limited to)</b>  |
| <p><b>Medium / High Risk Exposure</b></p> <p><b>Tier I</b></p> <p><u><b>Inclusion in ISN Program is Required</b></u></p> | <p>Physical Work, activity, or service that is performed on National Grid property site or is performed off-site where Owner Client has responsibility and is liable for work performed.</p> <p>Includes, but is not limited to, any activity requiring confined space entry, elevated work, work on operating systems involving hazardous energy, work on contaminated sites, and most work requiring a general work permit, hot work permit, or confined space permit.</p> | <p>Work, activity, or service having:</p> <ul style="list-style-type: none"> <li>• A potential for causing a catastrophic operational incident;</li> <li>• Access to operations; and/or</li> <li>• A direct role in site operations or maintenance, where failure could result in serious harm to employee or public well-being, company assets, or the environment</li> </ul> <p>Also includes any Contractor personnel's job function which has no direct or very limited supervision for operational checks.</p> | <ul style="list-style-type: none"> <li>• Maintenance, Construction and demolition contractors</li> <li>• Chemical cleaning, tank cleaning</li> <li>• Electricians and Instrumentation Technicians</li> <li>• Movers</li> <li>• Welding</li> <li>• Heavy equipment operations</li> <li>• Well drilling and testing</li> <li>• Environmental investigation, remediation, monitoring activities</li> <li>• Hazardous waste handling and/or transport</li> <li>• Excavation</li> <li>• Food service and handling</li> <li>• Equipment Inspection (e.g., X-ray &amp; other NDT)</li> <li>• On-site sampling / gauging activities (not including escorted storm water sampling)</li> <li>• Common carriers transporting Owner Client-owned LNG or petroleum products</li> <li>• Landscaping services</li> <li>• Snow Removal</li> <li>• Janitorial services</li> </ul> |

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| <b>National Grid<br/>Safety Procedure</b> |                                       | Rev. No. | 13         |
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| <b>N-1402</b>                             | <b>CONTRACTOR SAFETY REQUIREMENTS</b> | Date:    | 10/24/2019 |

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|---|--|--|--|
|   |  |  | <ul style="list-style-type: none"> <li>• Vacuum truck affecting/involving process operations</li> <li>• Oil Spill Response Organizations (OSRO)</li> </ul>   |
| <p><b>Low Risk Exposure</b></p> <p><b>Tier II</b></p> <p><u><b>Inclusion in ISN Program is NOT Required</b></u></p> | <p>Work that is office based such as:</p> <ul style="list-style-type: none"> <li>• Consultants that do not perform work or activities as described in the Medium/High Risk exposure category</li> <li>• Offsite services</li> <li>• On-site vendor pick-up/delivery and repair services</li> <li>• Work performed by public and private utilities</li> <li>• Personnel on-site with Visitor Status, when escorted</li> </ul> | <p>Work, activity, or service having an indirect role and no, or limited, access to operations or maintenance where failure could result in serious harm to employee or public well-being, company assets, or the environment.</p> | <ul style="list-style-type: none"> <li>• Mail/package/part delivery or pick-up (e.g. UPS, Fed EX, vendor-specific)</li> <li>• Samples pick-up by laboratory/courier</li> <li>• Office machine servicing (copiers, printer, computer, etc.)</li> <li>• Laboratory apparatus servicing</li> <li>• Storm water Sampling Labs/Contractors (When Escorted by Owner Client personnel)</li> <li>• Deliver/supply services (vending machine, bottled water, laundry)</li> <li>• Municipal waste pick-up</li> <li>• General trash removal services</li> <li>• Off-site repair/fabrication shops (such as pump, safety valve, piping, vehicle)</li> <li>• Telephone, electric, local municipal utility services</li> <li>• Regulatory representatives</li> <li>• Technical representatives</li> <li>• Engineering services (when escorted by Owner)</li> <li>• Auditors</li> </ul> |
| <p>SVP of SHE can require any contractor to be part of ISN when deemed as a potential risk to National Grid</p>     |  |  |  |

