COVER AGREEMENT

This Cover Agreement ("Cover Agreement") dated December 19, 2024, together with the Agreement documents shall be the complete agreement between Eversource Energy Service Company for itself and/or as agent for its affiliates ("Owner") and Distinctive Gardens & Tree Care LLC ("Contractor") for 2025 Transmission Vegetation Management CT Cyclical Maintenance. (Contract Number: CW2323332)

All capitalized terms used herein but not defined below shall have the meanings ascribed to them in Exhibit A.

THIS AGREEMENT CONSISTS OF THIS COVER AGREEMENT AND THE FOLLOWING, ATTACHED OR REFERENCED AND MADE PART HEREOF[1]:

Exhibit A: General Terms and Conditions, Services, Equipment and Construction, Rev. 24, Date: 05/01/2024.
Schedule 47: Tier II Supplier Diversity, Spend Requirements and Subcontracting Plan
Exhibit B: Special Terms and Conditions, 2025 Eversource Cyclical Section II
Exhibit C: Pricing Schedule
Exhibit D: Technical Requirements -
Attachment D-1: Technical Specifications – 2025 Eversource Cyclical Section III
Attachment D-2: RESERVED
Attachment D-3: RESERVED
Exhibit E: Commercial Forms -
Attachment E-1: Property Impact and Incidental Property Damage Procedure
Attachment E-2: RESERVED
Attachment E-3: RESERVED
Attachment E-4: RESERVED
Exhibit F: RESERVED

Exhibit G: SMS-POL-005 Contractor Safety Policy_Rev3

[1] Unless attached herein, refer to Doc4747894088 in Owner's Ariba system for access to the Exhibits

I. EFFECTIVE DATE OF THIS AGREEMENT

The effective date of this Agreement ("Effective Date") shall be the later of the following events: (1) This Cover Agreement has been executed by authorized officials of both Owner and Contractor; and (2) a

Purchase Order and number have been issued by Owner. This Agreement shall remain in full force and effect from the Effective Date until Contractor completes the Work, unless earlier terminated pursuant to the provisions of this Agreement or by mutual agreement of the parties ("Term"), except that any provisions necessary to affect the Agreement's purpose shall continue in effect beyond the Term.

II. ENTIRE AGREEMENT; INTERPRETATION

Work or invoicing shall not be processed against this Agreement. All Work will be authorized via an approved Purchase Order. Each Purchase Order shall: be task-specific; adhere to requirements defined by this Agreement; specify the Work and its location; and, define other pertinent details as necessary. Work preparation or actual Work shall not be initiated until the Purchase Order has been issued. Any Work performed by Contractor without a Purchase Order will be performed at the sole risk of and expense to Contractor.

Amendments or modifications of this Agreement shall not be valid unless evidenced in writing and, except for Purchase Orders, described below, signed by duly authorized officers of Owner and Contractor. This Agreement establishes the terms and conditions under which Owner may engage, in its sole discretion, Contractor for Work during the term of this Agreement. This Agreement establishes the terms and conditions applicable to all Work as may be authorized by Owner pursuant to the Agreement or any applicable Purchase Order issued by Owner. CONTRACTOR SPECIFICALLY ACKNOWLEDGES THAT OWNER MAY ISSUE PURCHASE ORDERS THAT DO NOT CONTEMPLATE WRITTEN ACCEPTANCE BY CONTRACTOR. CONTRACTOR HEREBY AGREES THAT OWNER SHALL BE ENTITLED TO RELY ON CONTRACTOR'S COMMENCEMENT OF PERFORMANCE OF WORK AS EVIDENCING CONTRACTOR'S ACCEPTANCE OF THE PURCHASE ORDER, IN WHICH CASE SUCH WORK PURCHASE ORDER SHALL CONSTITUTE AN AGREEMENT DOCUMENT AND SHALL BIND THE PARTIES AS THOUGH COUNTERSIGNED BY EACH OF THEM. Unless specifically indicated in the applicable Purchase Order, each Purchase Order shall not amend, change or otherwise modify the then current terms and conditions of this Agreement. The Parties have established the foregoing structure to expedite Owner's engagement of Contractor for Work as and when Owner elects to do so. If awarded to Contractor, the Purchase Order will include all Services and/or Equipment to be provided by Contractor, either directly or through the retention of Subcontractors, as authorized under the applicable Purchase Order.

III. PRICE

Work shall be performed on a Unit Price and Time and Material basis pursuant to this Agreement and in accordance with Exhibit C.

IV. TECHNICAL REQUIREMENTS

All Work under this Agreement shall be as set forth in Exhibit E, and as contemplated in this Agreement, including any and all Exhibits, Attachments and/or Appendices to these documents and any items incorporated therein by reference.

V. INVOICING

The Purchase Order number shall be referenced on all correspondence and invoicing associated with the Work. Failure to include this information may lead to delayed payment or rejection of the invoice.

VI. SALES TAX

The Connecticut Light and Power Company dba Eversource Energy (CL&P), Yankee Gas Services Company dba Eversource Energy (YG) and Eversource Energy Service Company (Eversource) have each been issued a Direct Payment Permit by the Connecticut Department of Revenue Services ("DRS"). This permit allows CL&P, YG and Eversource to pay Connecticut Sales Tax directly to the DRS. As a result of this permit, suppliers to these companies should not charge Connecticut sales tax for purchases by CL&P, YG or Eversource for Work associated with this Agreement. Please review the .pdf files of the CL&P, YG and Eversource Direct Payment Permits at https://www.eversource.com/content/ct-c/about/about-us/doing-business-with-us/supplier-sourcing/connecticut-direct-payment-permits. Copies of these permits should be retained with in your company's records to support not collecting sales tax from CL&P, YG and Eversource.

VII. PRIORITY OF DOCUMENTS

In the event of any conflict, inconsistency or ambiguity between or among the documents comprising the Agreement, the order of priority shall be as follows: (1) the Cover Agreement; (2) the Special Terms and Conditions, if applicable; (3) the General Terms and Conditions; (4) the Technical Requirements; and (5) any other documents referred to on the Purchase Order. Exhibits, appendices, addenda or any other documents attached to and/or otherwise made a part of any of the foregoing documents shall have the priority of the document to which they are attached and/or made a part of.

The parties have executed this Agreement and acknowledge the Effective Date is as of the date pursuant to Section I of this Cover Agreement:

Distinctive Gardens & Tree Care LLC, Contractor	**Eversource Energy Service Company**
By Jason Nikitas	**By** [redacted]
Printed Jason Nikitas	**Printed** [redacted]
Title Utility Project Manager	**Title** Sourcing Agent
Date & Time 12/20/2024	**Date & Time** 12/20/2024

REDACTED

EVERSOURCE ENERGY
GENERAL TERMS and CONDITIONS
SERVICES, EQUIPMENT and CONSTRUCTION

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1. DEFINITIONS.

All capitalized terms used herein, or elsewhere in the Agreement, shall have the meanings ascribed to them in this Article 1, unless such terms are otherwise defined in the Agreement. The terms "include(s)", "included" and "including" are used without limitation.

1.1 ACCEPTANCE**:** Owner's determination that Contractor has completed the Work in compliance with the Agreement requirements and satisfied the requirements as applicable, in Article 11 "REQUIREMENTS FOR ACCEPTANCE."

1.2 AFFILIATE: Any company or other business entity that (i) controls, (ii) is controlled by or (iii) is under common control with a party or its parent. A company or other business entity shall be deemed to control a company if it has the power to direct or cause the direction of the management or policies of such company or other business entity, whether through the ownership of voting securities, by contract, or otherwise.

1.3 AGREEMENT**:** The collective term used to describe all documents comprising each agreement between the parties for the Work, including the Order, General Terms and Conditions, the Exhibits and Attachments to the General Terms and Conditions, Special Terms and Conditions (if applicable), Specifications, any items specifically incorporated by reference and/or issued (including any documents issued with respect to any change order, modification or amendment) or provided by Owner to Contractor in connection herewith, and any amendments to the foregoing agreed to in writing by the parties. If the Order that references this Agreement inadvertently also references standard terms, PO General Terms and Conditions Rev. 1 (04.02.15) ("PO GTCs"), such PO GTCs shall not apply or bind either party and shall be superseded by the terms of this Agreement.

1.4 BUSINESS DAYS**:** Any day other than Saturday, Sunday and days observed as legal holidays by the federal or state government applicable to Owner's Site(s) of Agreement performance.

1.5 CONFIDENTIAL INFORMATION: Confidential and/or proprietary information of a party to this Agreement. Owner's Confidential information includes written, oral, or electronic information and Information containing personal financial information, employee or customer information, personally identifiable information, protected health information, proprietary information or any other information that Owner designates as confidential and desires to protect against unrestricted disclosure or competitive use, including business plans, marketing strategies, bidding activities, commercial, technical and performance information, contracts, financial Information, research documentation, information about investors or any company or individual with whom Owner does business, information considered by Owner to be a trade secret and/or of a commercially valuable and sensitive nature or information that may otherwise be deemed confidential by Law or regulatory agency, including Information described in Section 34.9 "CONFIDENTIAL INFORMATION". The parties intend that the designation of Contractor's Information as Confidential Information shall be limited to non-public financial information and non-public information that has unique commercial value and was developed independently from the Work.

1.6 CONTRACTOR**:** The entity issued an Order by Owner.

1.7 CONTRACTOR RESOURCES: Contractor's and any Subcontractor's employees, contract employees, consultants, agents, and all other persons of entities employed by or under the control of Contractor or any Subcontractor.

1.8 CONTRACTOR'S REPRESENTATIVE**:** The individual identified by Contractor with authority to act on behalf of Contractor in performance of the Agreement.

1.9 DIRECT ACTUAL COSTS: Reasonable direct expenses actually incurred, supported with adequate documentation, to perform a task.

1.10 ENVIRONMENTAL LAWS**:** All applicable Laws and any administrative or judicial interpretations thereof relating to: (a) the regulation, protection or use of the environment; (b) the conservation, management, development, control and/or use of natural resources and wildlife; (c) the management, manufacture, possession, use, generation, transportation, treatment, storage, disposal, release,

threatened release, abatement, removal, remediation, or handling of, or exposure to, any Hazardous Materials; or (d) noise.

1.11 EQUIPMENT: A specific component, part, system, or material provided by Contractor under the Agreement. As used in the Agreement and as the context requires, the term "equipment" includes the Equipment.

1.12 EVERSOURCE: Eversource Energy Service Company, a Connecticut corporation, for itself or as agent for its Affiliates, dba Eversource Energy.

1.13 FINAL ACCEPTANCE: Owner's written acknowledgement, determined in its sole discretion, that Contractor has completed all or a specified portion, if required or contemplated by the Agreement, of the Work in accordance with the requirements of the Agreement.

1.14 FINAL PAYMENT: That payment to be made to Contractor by Owner after Final Acceptance.

1.15 FORCE MAJEURE: Conditions or circumstances which are beyond a party's control, and that result from: acts of God; war; acts of a public enemy; riot; civil commotion, sabotage; Federal, state or municipal action, inaction or regulation; strikes or other labor troubles (excluding those involving such party's employees); fire; flood; accidents; epidemics; quarantine restrictions; embargoes; damage to or destruction caused by the foregoing to facilities required in order to satisfy the party's obligations under the Agreement and alternate facilities are not reasonably available; and inability to obtain raw material, labor, fuel or supplies at any price on the market; provided however, that such failure or delay is not caused by that party's failure to satisfy its obligations under the Agreement or could not have been prevented by preparation or reasonable precautions taken by the non-performing party or could not reasonably be circumvented by the non-performing party through the use of alternate resources or other means.

1.16 HAZARDOUS MATERIALS: The collective term used to describe (a) any petrochemical or petroleum products, oil, waste oil, asbestos in any form that is or could become friable, urea formaldehyde foam insulations, lead-based oil paint and polychlorinated biphenyls; (b) any products, mixtures, compounds, materials or wastes, air emissions, toxic substances, wastewater discharges and any chemical, material or substance that may give rise to liability pursuant to, or is listed or regulated under, or the human exposure to which or the release of which is controlled or limited by applicable Environmental Laws; and (c) any materials or substances defined in Environmental Laws as "hazardous", "toxic", "pollutant', or "contaminant", or words of similar meaning or regulatory effect.

1.17 INFORMATION: All intellectual property, computer software and documentation, studies, data, reports, documents, designs, plans, drawings, calculations, test results, Specifications, electronic communications and data, or other information, in whatever form or media. This includes any patents, trademarks, service marks, copyrights, or trade secrets or any devices, designs, methods, or written works developed or capable of being developed during the course of this Agreement.

1.18 LAWS: All laws, regulations and requirements applicable to the Work, including international, federal, state and local laws, and the laws applicable to any location where any Work is to be performed, constructed, manufactured, stored or delivered, including, without limitation, environmental, human rights, labor, employment, non-discrimination and anti-corruption laws (including the Foreign Corrupt Practices Act), and all applicable maritime, customs, export, and import laws, requirements, rules and regulations, and the applicable laws, requirements, rules and regulations of the country of origin or destination, any intermediate country, and the United States in the performance of the Work. Laws shall also include any and all constitutions, charters, acts, statutes, laws, ordinances, codes (including codes of conduct), rules, regulations, orders, consent decrees, legislative or administrative actions, final decrees, judgments or orders of any court, specified standards or objective criteria of any governmental authority having jurisdiction concerning all or any portion of the Work or the Agreement and applicable to all or any portion of the Work or the Contractor or the Agreement; and any and all applicable design, engineering, construction, building, safety, fire, blasting or electrical codes applicable to all or any portion of the Work or the Agreement, and laws regulating health, occupational safety and transportation. "Law" shall include Environmental Law.

1.19 ORDER: The document issued by Owner for specific Work, which shall be a Purchase Order for any procurements by such Owner. Any PO GTCs that may be referenced in the Order shall be excluded from the Agreement to which these General Terms and Conditions are referenced or attached and are hereby deleted. Any additional or conflicting terms and conditions in Contractor's confirmation thereof, or Contractor's documentation, including invoices, are hereby expressly rejected and excluded from the Agreement, are inapplicable to the Agreement, shall not be considered part of the Order(s), and shall be of no force and effect.

1.20 OWNER: Eversource or its affiliated company or companies listed in the "Furnish and Ship To" block on the face of the first page of the Purchase Order under which the Agreement is issued, or the Eversource Affiliate that has ordered the Work. Each Owner shall be solely responsible to Contractor for Work awarded by such Owner. No Eversource Affiliate that is not Owner as to any particular Work awarded shall be jointly and severally liable for Owner obligations hereunder with respect to such Work.

1.21 OWNER'S REPRESENTATIVE: The individual(s) identified in Owner's Order with authority to act on behalf of Owner concerning the Agreement, or otherwise identified by Owner in writing in the Agreement.

1.22 SCRAP: Used, obsolete, surplus, scrap or excess material or equipment resulting or arising from Work at a Site which material or equipment has been identified by Owner and/or Contractor as having potential commercial value.

1.23 SERVICES: A specific service furnished by or on behalf of Contractor under the Agreement and as part of the Work. Such Services may include the following services: design, engineering, technical, consulting, construction; preparation and/or compilation of Information; procurement, maintenance, repair, inspection, supervision; supply, transportation, installation, startup, testing of materials and Equipment; the supply of labor; and any other services to be performed as specified in the Agreement.

1.24 SITE: The location at which the Work is to be performed. The Site can include Owner's property, Owner rights of way, or other property not owned by Owner where Work is to be performed.

1.25 SPECIAL TERMS AND CONDITIONS: The Special Terms and Conditions, if any, attached hereto and made a part of the Agreement.

1.26 SPECIFICATIONS: The Work requirements, specifications or technical specifications, which may include instructions, scope or statement of work, written requirements for materials, equipment, construction, systems, standards, Information and workmanship for the Work and performance of Services, as provided, supplemented or revised from time to time by Owner.

1.27 SUBCONTRACTOR: Any subcontractor, licensor or supplier, at any tier, who furnishes materials, supplies, Equipment, facilities and/or Services to Contractor to meet Contractor's obligations to perform Work under the Agreement.

1.28 WORK: The terms used to describe collectively, all Equipment, materials, Information and Services as referenced in the Agreement documents, and all related duties, obligations and responsibilities undertaken or required to be undertaken by Contractor under the Agreement.

2. CONTRACTOR'S BILLING RATES.

Whenever Contractor performs Work on a time and materials basis (including Work performed as a change or addition to the scope of Work described in the Contract) Contractor shall be compensated at the billing rates set forth in the Order. Any adjustments to billing rates that are in compliance with Agreement terms must be provided to Owner for review in the form of a new rate schedule in advance of any invoicing based on such new rates. Owner may reject any invoices which contain billing rates that are inconsistent with Owner's current rate schedule on file.

3. TERMS OF PAYMENT.

3.1 Owner shall pay all undisputed charges indicated in properly itemized and supported invoices for Work performed by Contractor and Accepted by Owner in accordance with the terms of the Agreement,

within thirty (30) days after receipt of invoice by Owner. If Owner disputes a portion of an invoice, at Owner's request Contractor shall submit a revised invoice for the undisputed amount and Owner shall pay such undisputed portion within thirty (30) days after receipt thereof. Upon Owner's request, Contractor shall provide documentation regarding un-vouchered liabilities including: a) the estimated dollar amount of all Work performed but not invoiced for that month or previous months, and b) any invoice submitted but not yet paid. Documentation must include Owner's Order number and, if applicable, release number.

3.2 Contractor must invoice for Work in a timely fashion and within the period specified by Owner. Subject to Owner's invoicing instructions, Contractor shall issue its final invoice to Owner within one hundred eighty (180) days of the completion of the Work being invoiced.

3.3 Each invoice shall (a) be certified in writing as correct by Contractor's Representative; (b) be itemized (with reasonable detail) to fully describe each element of cost charged to Owner and any negotiated early payment discounts and (c) if applicable, contain a certification acceptable to Owner to the effect that all Subcontractors have been paid in full for completed Work as reflected in the immediately preceding invoice. For time and material Work, Contractor shall bill in accordance with Owner's billing instructions.

3.4 Owner may withhold payment of all or part of any invoice to such extent as may be necessary to protect itself from loss caused by: (a) defective Work not remedied; (b) claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor and/or Owner in connection with the Work; (c) failure of Contractor to make payments properly to Subcontractors for material, labor or equipment; (d) reasonable indication that the unpaid balance is insufficient to cover the cost to complete the Work; (e) reasonable indication that the Work will not be completed within the Agreement schedule; (f) unsatisfactory performance of the Work by Contractor; (g) failure of Contractor to perform any of its obligations under the Contract; or (h) failure of Contractor to pay any amounts due Owner. Owner shall notify Contractor of the grounds for any withholding, and when the above grounds are removed, or Contractor provides performance assurance satisfactory to Owner that will protect Owner for the amount withheld, payment will be made of the amounts withheld. When deemed reasonable by Owner, Owner may use such funds to rectify the situation causing the withholding of funds.

3.5 To the extent permitted by Law, Owner shall have the right to set-off against any sums due Contractor under the Agreement, any claims Owner may have against Contractor under the Agreement or under any other contract between Owner and Contractor, or that Owner may otherwise have against Contractor without prejudice to the rights of the parties with respect to such claims. In the case of Work incorrectly performed or incomplete, an equitable deduction from the Agreement price may be made.

a. Except for Work performed at a fixed price, Contractor shall make available to Owner during the Work and for a period of three (3) years following Final Acceptance of all Work, all source documents necessary to verify the elements of all billable charges, including: each worker's name, charge classification, and hours worked; computer usage summaries; and original documentation of all reimbursable expenses (e.g. receipts for travel, business expense and employee expense). Upon five (5) Business Days prior notice by Owner, this information shall be available for audit by Owner during normal business hours, at Contractor's principal office or at any other location agreed to by the parties.

b. **THIS SECTION IS APPLICABLE ONLY TO WORK INCLUDING CONSTRUCTION RENOVATION OR REHABILITATION OF REAL PROPERTY IN CONNECTICUT**: In addition to the requirements set forth in Section 3.3, each invoice that includes Agreement changes shall include a statement showing the status of all pending change orders and approved changes to the original Agreement (such statement shall identify the pending change orders and shall include the date such change orders were initiated, the costs associated with their performance and a description of any Work completed). For time and material Work, Contractor shall bill in accordance with Owner's billing instructions. Contractor shall pay any amounts due any Subcontractor for such Work furnished, in compliance with applicable Laws, including C.G.S. Section 42- 158j.

4. TAXES.

4.1 Taxes on Owner's Purchases from Contractor. Contractor's price(s) and any Billing Rates that apply under the Agreement exclude any and all present and future Federal, state, county, municipal or other jurisdiction's sales, use, excise or other taxes that may apply to the Work and Owner's purchase of the Work and any applicable present and future Federal, state, county, municipal or other jurisdiction's sales, use, excise or other taxes shall be included in invoices and separately identified and itemized. Owner shall provide any applicable tax exemption certificates to Contractor upon Contractor's request.

4.2 Taxes on Contractor's Purchases. If Owner informs Contractor that Owner has a tax exemption certificate or a direct pay permit that applies to a specified portion of the Work, Contractor shall notify its Subcontractors and suppliers that their Services performed for, materials supplied for Contractor's use in, and/or Equipment supplied for installation as part of the specified "tax exempt portion" or "direct pay portion" of the Work are either exempt from sales and use taxes or Owner pays such taxes directly. Consequently, these Subcontractors and suppliers should not collect such taxes from Contractor and Contractor's prices and Billing Rates to Owner should reflect such tax exemption or Owner's direct payment on Contractor's purchases from Subcontractors and suppliers for the tax exempt or direct pay portion of the Work. Subcontractors and suppliers providing Services, materials and/or Equipment for any portions of the Work that are neither tax exempt nor direct pay shall apply any normally applicable sales or use taxes to such "normal tax" portions of the Work and Contractor's prices and Billing Rates will be deemed to include any and all applicable taxes on such normal tax portions of the Work. If Owner does not inform Contractor that it has a tax exemption certificate or a direct pay permit that applies to a portion of the Work, Contractor should presume that its purchases from Subcontractors and suppliers associated with the Work are subject to any applicable sales and/or use taxes on such purchases and Contractor will be deemed to have included any and all applicable taxes on its purchases from Subcontractors and suppliers in the prices and Billing Rates stated in the Agreement provided that any Billing Rates using markup percentages will not apply to taxes paid for such purchases.

4.3 Income, Property and Payroll Taxes. Notwithstanding any provision of the Agreement, Owner shall not be required to pay or reimburse Contractor for any taxes levied against Contractor's income, property or payroll.

4.4 Non-Resident Tax Bonds. If required by applicable Law, Contractor and all Subcontractors shall provide to Owner a certificate of compliance with the non-resident contractor bonding provisions applicable to the Work. Contractor shall furnish such certificate to Owner in the case of (i) Contractor, no later than the earlier to occur of thirty (30) days after the effective date of the Agreement, or the date of commencement of the Work, and (ii) each Subcontractor, within the earlier to occur of thirty (30) days after Contractor's retention thereof, or the date of commencement of the Work under such subcontract. Absent such certificates, Owner shall be entitled to withhold amounts otherwise due to Contractor hereunder in accordance with applicable Law.

5. CHANGES AND ADDITIONS.

5.1 Either party may request changes or additions to the Work by submitting a written request to the other. Changes requested by Contractor shall not, however, be implemented until approved in writing by Owner. All changes shall be made in accordance with approved Owner procedures included in the Agreement documents or otherwise provided to Contractor.

5.2 Owner shall have the right to require Contractor to delete from, change or add to the Work, in each case to the extent that any such deletions, changes, additions or other alterations are of the character described in the scope of Work, and to the extent such deletions, changes or additions are within the general expertise of Contractor Resources performing the Work. If such deletions, changes or additions are scheduled to be completed by or within six (6) months following the then-scheduled completion date for the Work as specified in the Agreement, such Work shall be performed at Contractor's time and material rates in effect for the Agreement, unless the parties agree in writing to another method of compensation.

5.3 If a deletion, change or addition will increase or decrease the cost or time required to complete the Work, the party requesting the change or addition will set forth in its request the appropriate adjustment

to compensation or completion deadlines. Written acceptance by the party receiving the request for change or addition shall be a binding resolution between parties of the issues set forth in the request.

5.4 At no time shall the Work be delayed by Contractor due to a dispute between the parties concerning the cost or time required to accomplish a deletion, change or addition requested by either party.

5.5 Contractor shall not commence or undertake any portion of any Work for which it contends that any extra compensation or schedule adjustment is or will be owed or due or payable, without prior written authorization from Owner, and such authorization shall be required for payment of any extra compensation to, or adjustment of any schedule requirement for the benefit of, Contractor. In all instances, Contractor shall orally notify Owner's Representative of any circumstances that could result in a change in the scope of the Work (or a claim therefor) as soon as possible after the occurrence of the event or incident, and in writing within twenty-four (24) hours after such occurrence. Thereafter, Contractor shall submit to Owner appropriate detailed supporting documentation, justifying the basis for the claim, within ten (10) Business Days after the date of the event or incident giving rise to such claim. Without relieving Contractor of its obligations hereunder, any claims by Contractor for increased compensation or extension of completion deadlines shall be irrevocably waived and released unless Contractor provides such immediate oral notice and twenty-four (24) hour written notice and thereafter submits such detailed supporting documentation for the claim to Owner within such ten (10) Business Day period.

5.6 **THIS SECTION IS APPLICABLE ONLY TO WORK INCLUDING CONSTRUCTION, RENOVATION OR REHABILITATION OF REAL PROPERTY IN MASSACHUSETTS WITH AN ORIGINAL MINIMUM CONTRACT VALUE OF $3 MILLION:** Owner shall approve or provide written objection to all or any portion of each change order request made by Contractor within thirty (30) days after receipt by Owner of the complete change order request; provided that, an objection by Owner in whole or in part to any change order request shall be effective if given before the date that payment is due. Owner's rejection of a Contractor's change order request shall be in writing and include an explanation of the factual and contractual basis for such rejection, and shall be certified as made in good faith.

6. INFORMATION.

6.1 If Contractor is required to provide Information, complete and accurate Information shall be submitted in sufficient time for review and approval by Owner prior to starting Work affected by such documents. All equipment and material shall conform to the details shown on Information approved by Owner.

6.2 Once Information has been approved by Owner, Contractor shall not make any changes in Information without the prior written approval of Owner.

6.3 It is the obligation of Contractor to review and evaluate the Specifications, and to promptly provide written notice to Owner of any errors, omissions or discrepancies that Contractor discovers. Contractor shall immediately notify Owner and request additional instruction in writing whenever Owner-provided Information is found to be unclear, incorrect or conflicting. Contractor shall not undertake any Work based upon such Information until such discrepancy has been resolved by Owner. Contractor shall not proceed with uncertainty, and any cost incurred that could reasonably have been avoided through timely correction of the Specifications shall be the responsibility of Contractor.

6.4 Preliminary, certified for manufacture, certified for construction and as-built drawings shall be submitted to Owner for approval in the form requested by Owner. Any drawing shall be produced in accordance with any Specifications and acceptable industry practices and shall be legible such that Owner is able to clearly distinguish all characters and lines.

6.5 For Work that includes Information that is not prepared exclusively and solely for Owner, Contractor shall retain title to any such Information (excluding any portion thereof that contains Owner's Confidential Information) that is subject to Contractor's patents, copyrights, trademarks, service marks, intellectual property rights or proprietary interests provided that Owner shall have unrestricted and non-exclusive rights and license to use such Information. For Work that includes Information that is prepared exclusively and solely for Owner, all such Information is the proprietary Information of Owner and shall be subject to the requirements applicable to Owner's Confidential

Information as set forth in Article 34 "CONFIDENTIAL INFORMATION" herein, whether or not each such document is so identified.

6.6 Contractor shall be responsible for the completeness and accuracy of the Information it provides and shall correct, at its expense, all errors or omissions therein. Without limitation of any and all other rights and remedies available to Owner, the reasonable cost necessary to correct matters attributable to such errors shall be chargeable to Contractor.

6.7 Contractor shall provide Owner with all Information necessary for Owner's use and understanding of the Work and the installation, operation, maintenance and repair thereof, and to allow Owner to satisfy any legal process, or any filing or disclosure requirement required under Law or regulation or requirement of a governmental body. Except for Information deemed to be proprietary to Contractor under the terms of the Agreement, and except as set forth in this Article 6, all Information supplied or delivered to Owner pursuant to the Agreement shall be the property of Owner. Contractor may retain for its records only, copies of any Information furnished to Owner, and unless otherwise agreed to by the parties, shall treat such Information in accordance with the requirements applicable to Owner's Confidential Information.

6.8 Contractor shall keep such full and detailed accounts for proper financial management under this Agreement as Owner may reasonably request. Contractor shall also promptly provide other information, copies of such reports, and other information reasonably requested at no cost to Owner.

6.9 The interpretation of the Specifications shall rest with Owner's Representative, whose decision in any matter shall be final and binding, subject to the dispute resolution provisions of this Agreement. The Specifications are intended to state in general what is required for the Work, and the omission of minor details shall not operate to relieve Contractor from the obligation to provide all things necessary for the completion in proper working order of the entire Work outlined therein in accordance with the best construction or industry practices.

7. ELECTRONIC DELIVERY OF INFORMATION.

Owner and/or Contractor may agree to exchange business data or information electronically using a point-to-point connection or a value-added network either directly or through a third party E-Business provider (collectively, "E-Business"). The parties recognize and agree that the electronic transmission of information, including attachments, and access to E-Business systems by Owner employees, cannot be guaranteed to be secure from third party interception, error free or free from viruses or other damaging computer code, and that such information could be intercepted, corrupted, infected, lost, destroyed or incomplete, or otherwise be adversely affected during transmission or harmful to the recipient's computer system. Owner and Contractor have each taken steps within their organization to reduce the foregoing risk, consistent with the industry practices; however, there can be no assurance that outgoing E-Business is free of the foregoing faults or that engaging in E-Business will not create any harm to electronic systems. If Contractor agrees to transmit information or documents relating to this Agreement using E-Business, Contractor shall be deemed to have accepted and be bound by the terms of this Agreement.

8. DELAYS.

8.1 Schedule Commitment/Notice of Delay. Time is of the essence with respect to the performance of the Work. Each party shall give the other prompt written notice of any circumstances that may delay performance of the Work including any Force Majeure (as defined in Section 9.1). Contractor shall notify Owner's Representative of any such circumstance orally as soon as possible after such circumstance occurs and in writing within twenty-four (24) hours after the occurrence of such circumstance. Contractor shall record the cause of any resulting delay and the time lost in its reports and in its time sheets and shall submit such reports and time sheets to Owner's Representative.

8.2 Delays in Performance for Reasons Other Than Force Majeure.

8.2.1 Owner may at any time request Contractor to delay performance, fabrication or delivery of all or any portion of any Work to be provided under the Agreement. Contractor shall use its best efforts to accommodate such delay. However, if Contractor is unable to accommodate all or a portion of Owner's request, it shall notify Owner in sufficient time for Owner to take alternative

measures, including directing Contractor to place the affected Work or portion thereof, including any equipment, materials or supplies, in storage at a site authorized by Owner.

8.2.2 Risk of loss and liability for Equipment, materials, and/or supplies placed in storage shall remain with Contractor until transferred to Owner in accordance with Article 26 "DELIVERY, TITLE AND RISK OF LOSS TO EQUIPMENT AND MATERIALS".

8.2.3 If Work or any portion thereof is ready for performance or shipment, but performance or shipment is delayed beyond the scheduled performance or shipment date by Owner, the parties will adjust the payment schedule accordingly and for any Direct Actual Costs resulting from such delays, use good faith efforts to negotiate a change order to address such costs.

8.2.4 Contractor shall complete the Work in accordance with the Work schedule. If the Work falls behind schedule due to acts or omissions of Contractor or any Contractor Resources, Contractor shall, at its sole cost and expense, use its best efforts to restore the Work to schedule, including placing Contractor Resources on extended working hours, assigning additional resources to the Work, and establishing expedited, priority treatment for the acquisition, fabrication and delivery of the equipment, materials and supplies necessary to complete the Work within the time set forth in the Agreement.

8.3 Off Site Delays. If Work at an off Site facility is delayed by either party, the other party shall be entitled to compensation for its documented direct, actual costs for each such period of delay.

8.4 Limitation of Liability for Delay Damages at Site. The parties agree to limit liability for damages incurred by delays at a Site as follows:

8.4.1 At any point after Owner orders Contractor to start the Work, Contractor's delay shall be deemed to commence when the Work location or Work site becomes available for Contractor's performance of Work but Contractor, in whole or in part, does not perform the Work, and such delay shall be deemed to cease when Contractor resumes Work performance in accordance with the Agreement terms. For delays caused by Contractor, Owner shall be compensated for its actual costs to accommodate or mitigate the impact of each Contractor delay.

8.4.2 At any point after Owner orders Contractor to start the Work, Owner's delay shall be deemed to commence when Contractor Resources are able to be present at the Work location and able to perform the Work but are prevented by Owner from performing such Work and such delay shall be deemed to cease when Owner no longer prevents such performance. In the event of a delay requested by Owner, or a delay caused solely by Owner's negligence, to the extent Contractor has incurred labor costs caused by such delay, Contractor shall be compensated pursuant to Section 8.4.3.

8.4.3 The duration of delay shall be computed in increments of one (1) hour. Compensation for each party's direct labor costs shall be made only to the extent that a party actually incurs direct labor costs, if any. The delayed party shall use commercially reasonable efforts to minimize the costs it incurs for each delay by rescheduling its activities, redeploying its work force, or by other appropriate action. The parties shall consult at least weekly concerning delays, Contractor shall provide Owner with documentation relating to such delay as requested by Owner, and Owner shall maintain a log of each party's delay. Compensation for delay shall be made at the completion and Acceptance of the Work by determining the total number of hours of delay for each party, and subtracting the lesser number of hours from the greater to establish the party with a delay balance. Contractor shall be compensated for the lesser of (i) its delay balance or (ii) the number of working hours (not to exceed eight (8) hours per day) the Work is delayed beyond the scheduled completion date due to the request of Owner, or the sole negligence of Owner.

8.4.4 Contractor shall not be compensated for delay time unless it provides written notice of such delay to Owner within the period specified in this Article.

9. FORCE MAJEURE.

9.1 Neither party shall be liable to the other for loss or damage resulting from any delay or failure of a party

to perform its contractual obligations due to Force Majeure.

9.2 Force Majeure shall extend the time for Contractor's performance only to the extent such condition directly affects completion of Work. Contractor shall use its best efforts to reschedule its Work to mitigate the effect of such condition and to eliminate such condition as soon as possible. If the Work falls behind schedule due to a Force Majeure, Owner may direct Contractor to accelerate the Work by whatever means Owner may deem necessary, including subcontracting Work or working additional hours or shifts, and Owner shall pay Contractor for the agreed Direct Actual Costs incurred by Contractor in connection with any such directed acceleration.

9.3 Neither this Article nor any other provision of the Agreement shall excuse the non-performance or delayed performance of Contractor due to any failure of Contractor to prepare for the Work or commercial impracticability experienced by Contractor, including market changes, increased costs or insufficient money. The party whose performance is affected shall give prompt notice thereof; such notice may be given orally or in writing but, if given orally, it shall be promptly confirmed in writing, providing details regarding the nature, extent and expected duration of the Force Majeure, its anticipated effect on the ability of such party to perform obligations under this Agreement, and the estimated duration of any interruption in Work or other adverse effects resulting from such Force Majeure, and shall be updated or supplemented to keep the other party advised of the effect and remedial measures being undertaken to overcome the Force Majeure. If Contractor's performance is impaired by Force Majeure for a period of thirty (30) days or more, Owner shall have the right to terminate the Agreement upon written notice and without further liability.

10. INSPECTION.

10.1 Contractor shall advise Owner in writing of each location where Work is being performed or where materials or Equipment are being manufactured, stored, or prepared for use under the Agreement, in each case, reasonably in advance of conducting such Work or storing such items to allow Owner to witness or inspect the same. Contractor shall, on behalf of itself and its Subcontractors, provide unrestricted access to such locations for inspection of Work.

10.2 Contractor shall provide Owner timely notice of the date of all tests relating to the Work, and provide test results promptly to Owner. Owner shall have the right to inspect the status of all Work at the facilities of Contractor and its Subcontractors, as well as at the Site. Such inspections shall be conducted upon reasonable advance notice to, and during the working hours of Contractor Resources. Such general inspection rights are in addition to, and not in limitation of, any and all inspection and testing rights of Owner set forth in the Agreement. Owner's approval of Work shall in no way reduce or modify Contractor's obligations to meet performance and other requirements of the Agreement. By such approval, Owner in no way assumes any part of Contractor's responsibility for the satisfactory performance of Work.

10.3 Inspection of Equipment or materials during manufacture will be performed by Owner solely in an effort to detect discrepancies and defects as early as possible. No Acceptance of Equipment or materials shall be construed to result from such inspections by Owner.

10.4 If any Work should be enclosed without Owner's inspection, Contractor shall, at Owner's request, uncover the Work, allow an inspection and properly restore the Work all at Contractor's expense. Owner's Representative may order reexamination of any Work.

11. REQUIREMENTS FOR ACCEPTANCE.

Acceptance of Work shall be conditioned upon Contractor submitting to Owner's Representative the following:

11.1 written notice that the Work is complete and ready for final inspection;

11.2 properly executed, unconditional waivers or releases of liens from Contractor and all Subcontractors, conditioned upon payment, who provide labor, materials, equipment or supplies for the Work;

11.3 evidence of satisfactory completion of all acceptance testing required under the terms of the Agreement;

11.4 all Information required under the Agreement; and

11.5 an accounting for all tools, materials, and equipment provided by Owner.

12. PARTIAL COMPLETION AND ACCEPTANCE.

If at any time prior to Acceptance as referred to in Article 11 "REQUIREMENTS FOR ACCEPTANCE", any portion of the Work has been completed and if Owner determines that such portion of the Work is of value, Owner will, if applicable, issue to Contractor a certificate of partial completion. Upon the issuance of such certificate, or at any time thereafter, Owner may take over and use the portion of the Work described in such certificate and may exclude Contractor therefrom. The issuance of a certificate of partial completion will not release Contractor or its sureties from any obligations under the Agreement unless such prior use delays the Work or increases its cost. In this event, Contractor will be entitled to extra compensation or extension of time, or both, as Owner may determine.

13. SUSPENSION OF WORK.

Owner may at any time suspend the Work or any part thereof upon oral notice to Contractor. Such oral notice shall be confirmed in writing by Owner. The Work shall be resumed by Contractor promptly after written notice from Owner to Contractor to do so. Owner will make payment for all Work completed and accepted by Owner as of the suspension date, in accordance with the agreed payment rates and milestones.

14. TERMINATION FOR CAUSE.

14.1 Without prejudice to any other right or remedy Owner may have under the Agreement, at Law and/or in equity, and upon providing written notice of such termination to Contractor, Owner may terminate the Agreement without any liability being owed thereby by Owner to Contractor, in the event of the occurrence of any of the following:

14.1.1 insolvency of Contractor;
14.1.2 filing of a voluntary petition in bankruptcy by Contractor;
14.1.3 filing of an involuntary petition in bankruptcy against Contractor;
14.1.4 appointment of a receiver or trustee for Contractor;
14.1.5 execution by Contractor of an assignment or any general assignment (other than an assignment undertaken in connection with a financing) for the benefit of creditors;
14.1.6 commencement of any legal proceeding against Contractor that, in Owner's opinion, may interfere with Contractor's ability to perform in accordance with the Agreement; or
14.1.7 Contractor consolidates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and/or sells, assigns or otherwise transfers the Agreement; in each case without Owner's advance written consent.

14.2 If Contractor fails to diligently perform the Work in accordance with the Agreement or if Contractor otherwise breaches any of the terms of the Agreement, in addition to Owner rights set forth in Section 14.1 above and Section 25.7 regarding safety or environmental violations, Owner shall have the right without any liability being owed thereby by Owner to Contractor, upon giving Contractor written notice of default and allowing Contractor a period of five (5) Business Days, or such other period as may be agreed upon by the parties or as may be determined by Owner to be necessitated by exigent circumstances, to remedy such deficiency. In the event such default is not completely remedied, Owner may cancel the Agreement in whole or in part upon giving written notice to Contractor; and complete the Work itself or to have the Work completed by another entity, with any additional cost associated therewith being the liability of Contractor.

14.3 Upon receipt of any notice of termination as described in Section 14.1 or Section 14.2 above, Contractor shall immediately cease Work, commence demobilization of any affected Contractor Resources, and, if requested by Owner, promptly remove from the Site all materials and equipment which have not been either fully or partially paid for by Owner. Contractor shall promptly settle the liabilities and claims arising out of the termination of subcontracts and orders.

14.4 Contractor shall maintain a written, detailed inventory of all Equipment in storage at the Site(s), in route to the Site(s), in storage or manufactured away from the Site(s), and on order from its suppliers and Subcontractors and provide Owner with such inventory upon request. Upon Owner's written request and to the extent that title has not transferred earlier pursuant to Article 26

"DELIVERY, TITLE AND RISK OF LOSS TO EQUIPMENT AND MATERIALS," Contractor shall promptly transfer title and deliver to Owner completed or partially completed Work and/or contract rights of Contractor relating to the Work, and Contractor shall execute and deliver such documents and take all such actions as Owner may require for the purpose of vesting in Owner such ownership, rights and benefits of Contractor with respect to the Work.

14.5 In the event any termination under this Article 14 is subsequently determined, pursuant to the dispute resolution process set forth in Article 39 "DISPUTE RESOLUTION; NEGOTIATION; MEDIATION; ARBITRATION", to have been made without cause, such termination shall be deemed a Termination for Convenience under Article 15 hereof.

15. TERMINATION FOR CONVENIENCE.

15.1 Owner shall have the right to terminate and/or cancel the Agreement or all or any portion of the Work for any reason, or for Owner's convenience, and at its sole and exclusive discretion, upon at least one (1) day's prior written notice to Contractor specifying when such termination becomes effective. Upon such effective date, Contractor shall immediately cease Work, commence demobilization of any affected Contractor Resources, and, if requested by Owner, promptly remove from the Site all materials and Equipment which have not been either fully or partially paid for by Owner. Contractor shall promptly settle the liabilities and claims arising out of the termination of subcontracts and orders and shall use its best efforts to minimize any associated costs. After termination, Contractor shall cooperate with Owner to the fullest extent for the purpose of allowing Owner or its designee to fully perform all functions previously performed by Contractor under the Agreement.

15.2 Upon Owner request, Contractor shall provide a written, detailed inventory of all Equipment in storage at the Site(s), in route to the Site(s), in storage or manufactured away from the Site(s), and on order from suppliers and Subcontractors. Upon Owner's request and to the extent that title has not transferred earlier pursuant to Article 27, Contractor shall promptly transfer title and deliver to Owner completed or partially completed Work (including Information or other work product related to the Work) and/or contract rights of Contractor relating to the Work for which Owner has made payment, and Contractor shall execute and deliver such documents and take all such actions as Owner may require for the purpose of vesting in Owner such ownership, rights and benefits of Contractor with respect to the Work.

15.3 In the event of a termination under this Article 15, except as otherwise expressly agreed to in writing by the parties, Owner shall pay for the Work completed in compliance with the Agreement through the effective date of termination.

16. OWNER'S REPRESENTATIVE STATUS.

Owner's Representative will perform inspection of the Work and has the authority to stop the Work whenever such stoppage may be necessary to insure the proper execution of the Agreement. He/she also has authority to reject any and all Work that does not conform to the Agreement and to decide questions that arise in the execution of the Work. Owner's Representative will make decisions in writing within a reasonable time on all claims of Contractor and on all other matters relating to the execution and progress of the Work or interpretation of the Agreement documents.

17. CONTRACTOR'S SUPERVISORY DUTIES.

17.1 Prior to commencing any Work, Contractor shall identify to Owner a Contractor's Representative authorized to receive all communications from Owner, provide all approvals or authorizations required from Contractor and act on behalf of Contractor in all matters concerning the Work. Owner reserves the right to require the removal and replacement of Contractor's Representative for any reason.

17.2 Contractor shall efficiently and continuously supervise its Contractor Resources required to complete the Work. Contractor shall be fully liable for the acts and omissions of Contractor Resources. Contractor shall provide an adequate and competent supervisory staff throughout the course of the Work.

17.3 Contractor shall at all times enforce strict discipline and good order among Contractor Resources, and shall not employ any unfit person or anyone not skilled in the tasks assigned under the Agreement. Owner shall have the right to request Contractor to remove any person determined by Owner to be unqualified or unfit to perform the Work.

17.4 In the event Contractor Resources are given access to any of Owner's computer systems or equipment or Owner Information (including, without limitation, Owner's Confidential Information), Contractor agrees not to use Owner's systems or equipment or such Owner Information for any purposes other than that contemplated in the Agreement. Contractor further agrees to keep confidential any Information it obtains in the course of performing Work under this Agreement and to utilize data security systems approved by Owner and compliant with Owner's IT Security Requirements and applicable Law. Contractor agrees to cause its Contractor Resources to comply with applicable provisions of Owner's IT Security Requirements and policies and applicable Laws and regulation.

17.5 For any Services to be performed on any Site, within five (5) Business Days of Owner's request, Contractor shall provide to Owner, the names, classifications and job locations of Contractor Resources. Owner shall have the right to request that Contractor remove and replace (at no cost to Owner) any person determined by Owner in its discretion to be unqualified or unfit to perform the Work, in which case Contractor shall do so (including reassignment to work other than for Owner and/or Owner Affiliates to the extent allowable under Contractor's labor agreement(s) and Law). Owner's requests and/or reviews concerning any Contractor Resources shall not be construed in any manner as creating any employment, contractual or other relationship between Owner and such person, or otherwise granting Owner control over such person and/or the performance of the related Work.

17.6 Contractor shall, subject to Owner approval, designate certain Contractor Resources as key personnel with respect to the Work. Contractor shall not remove, replace, or reassign such designated key personnel without the prior written consent of Owner, which shall not be unreasonably withheld.

17.7 **THIS SECTION IS APPLICABLE ONLY TO DISTRIBUTION OR TRANSMISSION SERVICES ON SITES**. In addition to the requirements of Section 17.5, Contractor shall provide to Owner, the names, classifications and job locations of Contractor Resources that were former employees of Owner or any of its Affiliates, that Contractor desires to assign to provide Services on behalf of Contractor and/or any Subcontractor at least three (3) Business Days prior to those Contractor Resources performing any such Services.

18. INDEPENDENT CONTRACTOR.

Contractor Resources shall perform all Work as independent contractors, and shall not be deemed to be the employees or agents of Owner for any purpose whatsoever.

19. SUBCONTRACTING.

19.1 Contractor shall provide Owner with notice of any Work that it desires to subcontract along with a list of proposed Subcontractors. Owner shall have the right to refuse any proposed Subcontractor and Contractor shall not enter into any such subcontract with any such Subcontractor as to which Owner has made an objection. Contractor shall not make any substitution of proposed Subcontractors prior to or during the term of this Agreement without prior written approval from Owner. Neither Contractor nor any Subcontractor shall assign any Work under this Agreement without the written consent of Owner.

19.2 Irrespective of Owner's consent or the terms of any agreement between Contractor and any Subcontractor, Contractor shall (a) be fully responsible to Owner for acts and omissions of Contractor Resources; (b) remain fully responsible for the full and faithful performance of the Contract; (c) direct and control the activities of all Contractor Resources; (d) remain fully bound by all terms and conditions of the Agreement including all requirements for indemnity and warranty. Contractor shall include all Agreement provisions related to any subcontracted Work in the written agreement between Contractor and such Subcontractor for such Work, including warranty, insurance, audit and indemnity provisions. Contractor shall be responsible for the satisfaction of all contractual and legal obligations to such subcontractor and supplier.

19.3 Owner shall have the right to request that Contractor terminate any subcontract and remove any Contractor Resources determined by Owner, in its sole discretion, to be unqualified or unfit to perform the Work or any portion thereof.

19.4 Nothing contained in the Agreement documents shall create any direct contractual relation between any Subcontractor and Owner.

19.5 Contractor shall not allow access to the Site(s) or any portion thereof under the control of Contractor by any person not acting under the direction and control of Contractor, other than Owner, Owner's Representative, other authorized representatives of Owner, other contractors engaged by Owner and governmental authorities.

19.6 **THIS SECTION IS APPLICABLE ONLY TO WORK INCLUDING CONSTRUCTION RENOVATION OR REHABILITATION OF REAL PROPERTY IN CONNECTICUT:** Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to pay any amounts due any of Subcontractor's subcontractors or suppliers for Work furnished, not later than thirty days after the date such Subcontractor receives a payment from Contractor, which encompasses Work furnished by such Subcontractor.

19.7 **THIS SECTION IS APPLICABLE ONLY TO WORK INCLUDING CONSTRUCTION RENOVATION OR REHABILITATION OF REAL PROPERTY IN MASSACHUSETTS**: Contractor shall pay any amounts due any Subcontractor for such Work furnished, in compliance with applicable Laws, including M.G.L. c. 149, §29E.

19.8 For the duration of the Agreement, as Owner is a federal government contractor, Contractor and any subcontractor at any tier providing services to Owner, must comply with all guidance for contractor workplace locations, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, as published by the Safer Federal Workforce Task Force ("Task Force") at https://www.saferfederalworkforce.gov/contractors/ ("Task Force Guidance"). Contractor shall include the substance of this clause in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

20. COMPLIANCE.

20.1 Contractor and Contractor Resources shall comply with all Laws, regulations and requirements applicable to the Work, including international, federal, state and local Laws, and the Laws applicable to any location where any Work is to be performed, constructed, manufactured, stored or delivered. Such compliance shall include environmental, human rights, labor, employment, non-discrimination and anti-corruption Laws (including the Foreign Corrupt Practices Act), and all applicable maritime, customs, export, and import Laws, requirements, rules and regulations, and the applicable laws, requirements, rules and regulations of the country of origin or destination, any intermediate country, and the United States in the performance of the Work. The country of any location where Work is to be performed, whether it is the country of origin or destination, or any intermediate country must be a member of the International Labour Organization (ILO). The costs of such compliance with the foregoing requirements shall be borne exclusively by Contractor and Contractor shall defend, indemnify, and hold Owner harmless from any liabilities, damages, fines, penalties and costs arising from Contractor's noncompliance with this Article 20.

20.2 Contractor and Contractor Resources shall comply with Owner's requirements, procedures, and policies including without limitation those found in the Exhibits hereto, and as additionally incorporated by reference in the Order or Agreement documents and/or issued in connection with the Work and as in effect from time to time.

20.3 **THIS SECTION IS APPLICABLE TO WORK PERFORMED PURSUANT TO A STATE OR FEDERAL GOVERNMENT CONTRACT OR STATE OR FEDERALLY FUNDED CONTRACT:** In connection with its performance of Work pursuant to a state or federal government contract or state or federally funded contract, in addition to all other legal compliance obligations, Contractor shall comply with all Laws and regulations specific to and applicable to such contracts, including without limitation, regulations and Laws regarding employment and non-discrimination, Executive Order 11246 and the regulations issued pursuant thereto (generally Part 60-1 of Title 41 of the Code of Federal Regulations), unless exempted by said regulations. **The Equal Opportunity Clause set forth in 41 CFR Section 60 1.4(a)), is hereby incorporated by reference. This contractor and subcontractor shall abide**

by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. This contractor and subcontractor shall abide by the requirements of 41CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Contractor and all of its Subcontractors shall comply with the provisions and regulations pertaining to nondiscrimination and affirmative action in employment (41 CFR Sections 60 1.4, 1.40, 1.41 and 1.42), and the filing of Standard Form 100 (EEO 1). Contractor certifies, in accordance with the requirements of 41 CFR Section 60 1.8), that its facilities for employees are not segregated. Further, Contractor will comply with the provisions of (unless exempted from) the notice posting requirements of Executive Order 13496 set forth in 29 CFR Part 471, Appendix A to subpart A, which is incorporated herein by reference. For any Work performed for Owner pursuant to an agreement between Owner and the Connecticut Department of Transportation for which Owner receives State or Federal funds, the "Connecticut Required Contract/Agreement Provisions, Specific Equal Employment Opportunity Responsibilities" (SEEOR), dated July 2022, as may be amended from time to time, are hereby incorporated by reference.

20.4 Code of Business Conduct – Because Owner places such a high priority on ethical and legal conduct, Owner requires all Contractors and their Contractor Resources to read, understand and comply with Owner's Supplier Code of Business Conduct, available on the Eversource.com website. Owner values its relationships with its suppliers and contractors and shares the following core values with contractors and suppliers wanting to conduct business with Owner: 1) Maintain and adhere to the highest ethical standards; 2) Comply with all federal, state and local Laws and regulations, as well as all of Owner's policies and procedures. including this Code; 3) Embed safety in every aspect of work performed; 4) Foster a diverse and inclusive work environment that ensures everyone is treated with respect and dignity; 5) Avoid any and all conflicts of interest, and the appearance of such; and 6) Keep property, resources and information secure, and keep confidential Owner's customer, employee and shareholder information. Contractor's failure to conduct business in a manner that meets these standards could result in a termination of the Agreement under Section 14.2.

20.5 For all Equipment and Services supplied by Contractor and used for Owner's high and medium impact Bulk Electric Systems ("BES") and Cyber Systems as described in North American Electric Reliability Corporation ("NERC") Critical Infrastructure Protection ("CIP") Reliability Standards, including, without limitation CIP-013, Contractor shall comply with Owner's Supply Chain Cyber Security Risk Management Program requirements as set forth in the Contractor CIP Compliance Agreement, incorporated by reference if applicable to such Equipment and Services.

20.6 **Applicable to Work or Services requiring the processing of personal data of the following:**

a. Connecticut Residents: In compliance with the Connecticut Consumer Data Privacy Act., Conn. Gen. Stat. § 42-515 through 42.525 ("CTDPA")

b. New Hampshire Residents: Effective January 1, 2025, in compliance with New Hampshire Expectation of Privacy Act, RSA 507- H ("NHEPA").

20.6.1 If Contractor processes any personal data of customers of Owner that are Connecticut and/or New Hampshire residents, Contractor agrees to comply with applicable laws, including, without limitation, CTDPA and NHEPA.

20.6.2 Limited Use of Personal Information. At all times during the term of the Agreement, Contractor shall collect, access, use, disclose, process or retain Personal Data solely for the purpose of rendering the contracted services to Owner and not for any other purpose. In no event shall Contractor sell any Personal Data to any third party. Contractor shall not share or otherwise disclose any Personal Data to any third party except as is necessary to provide services to Owner and provided Owner has been notified and has consented in writing to such disclosure.

20.6.3 Assistance by Contractor. Contractor shall adhere to Owner's written instructions pursuant to the Agreement and shall assist Owner in meeting Owner's obligations under the CTDPA

and/or NHEPA. Such assistance should include: 1) assisting Owner in fulfilling Owner's obligation to respond to consumer rights requests; 2) assisting Owner in meeting Owner's obligations in relation to the security of processing the personal data and in relation to the notification of a breach of security, as defined under Connecticut and New Hampshire law (i.e. Conn. Gen. Stat. §36a-701b and RSA 359-C:19), of Contractor's system, in order to meet Owner's obligations; 3) providing necessary information to enable Owner to conduct and document data protection assessments.

20.6.4 Contractor Obligations. Contractor shall: 1) Ensure that each person processing Owner personal data is subject to a duty of confidentiality with respect to the data; (2) at Owner's direction, delete or return all personal data to Owner as requested at the end of the provision of services, unless retention of the personal data is required by law; (3) upon the reasonable request of Owner, make available to Owner all information in its possession necessary to demonstrate Contractor's compliance with the obligations of the CTDPA and/or NHEPA; (4) after providing Owner an opportunity to object, engage any subcontractor pursuant to a written contract that requires the subcontractor to meet the obligations of Contractor with respect to the personal data; and (5) allow, and cooperate with, reasonable assessments by Owner or Owner's designated assessor, at Owner's expense, or Contractor may arrange for a qualified and independent assessor to conduct an assessment of Contractor's policies and technical and organizational measures in support of the obligations of the CTDPA and/or NHEPA, using an appropriate and accepted control standard or framework and assessment procedure for such assessments. Contractor shall provide a report of such assessment to Owner upon request.

20.6.5 Nothing in this Agreement shall be construed to relieve Owner or Contractor from the liabilities imposed on Owner or Contractor by virtue of Owner's or Contractor's role in the processing relationship, as described in the CTDPA and/or NHEPA.

20.6.6 Controller and Processor Relationships. The Parties acknowledge and agree that determining whether Owner or Contractor are acting as a controller or processor with respect to a specific processing of data is a fact-based determination that depends upon the context in which personal data is to be processed. If Contractor is not limited in processing personal data pursuant to Owner's instructions, or if Contractor fails to adhere to such instructions, Contractor acknowledges and agrees that Contractor is a controller and not a processor with respect to a specific processing of data. If Contractor continues to adhere to Owner's instructions with respect to a specific processing of personal data, then Contractor shall remain a processor. If Contractor begins, alone or jointly with others, determining the purposes and means of the processing of personal data, Contractor is a controller with respect to such processing and may be subject to an enforcement action under the CTDPA and/or NHEPA.

21. SITE REQUIREMENTS.

21.1 For all Work to be performed at a Site, Contractor Resources shall comply with Owner's requirements, procedures, and policies and training requirements, including those relating to safety, security, environmental practices and access authorization, currently in effect, copies of which are available upon request.

21.2 Owner shall have the right to place its forces or any other contractor's forces at the Site to perform work not included in the Agreement. All Work performed by Contractor shall be undertaken in full cooperation with Owner's personnel or the personnel of other contractors at the Site, in order to achieve the least possible interference with the continuity and efficiency of all Owner's interests or activities at the Site. Contractor's forces shall work in harmony with all such other forces, and in accordance with Owner's schedules.

21.3 Contractor represents that prior to commencing Work it has advised its forces of Owner's requirements, procedures and policies; satisfied the applicable training requirements; and conducted such inspections and made such inquiries as it deems necessary concerning the conditions at each Site which might affect Contractor's execution and completion of the Work. Contractor agrees and acknowledges that Information provided by Owner concerning Site conditions has been used for reference only and shall not be claimed to relieve Contractor from its obligation to independently assess the requirements of the Work.

21.4 Contractor shall plan and execute the Work in such a way to avoid any unscheduled interruption of

utility service.

21.5 Contractor shall use only the established roads for the performance of the Work, and any such temporary roads approved by Owner and necessary for the Work. When necessary to cross curbing, sidewalks or similar features, they must be properly protected, and if damaged, shall be restored to previous condition at Contractor's expense.

22. INCIDENTAL MATERIALS AND CONSUMABLES.

Unless expressly set forth in the applicable Specifications, Contractor will use its facilities, tools and equipment, in its discretion, necessary to perform the Work (other than Equipment purchased by Owner) and Owner will have no right to use such tools, equipment or facilities and Contractor may substitute comparable tools, equipment and facilities for completion of the Work (but not components or materials of Equipment or Equipment purchased by Owner) provided that at all times, Contractor shall meet the Specifications and all Agreement requirements. Contractor, at its sole expense and prior to delivering consumables or materials incidental to performance of Work at the Site, shall inspect or test such consumables or materials to ensure compliance with the Agreement, including the Specifications.

23. HAZARDOUS MATERIALS.

23.1 Contractor shall provide to Owner's Representative or designee a written description of and purpose for the use of any products or processes in the Work that are Hazardous Materials or may result in the generation of Hazardous Materials. Such written submission must identify, prior to the start of the Work and to the satisfaction of Owner's Representative or designee, the practices used to minimize such generation and demonstrate that it has taken all possible steps to eliminate or reduce to the maximum extent possible such generation.

23.2 Contractor shall ensure the environmentally responsible management of any Hazardous Materials included in or resulting from the Work. In performing the Work, Contractor shall comply fully with all Environmental Laws. Contractor is solely responsible for the proper identification and labeling, documentation, handling, storage, minimization, processing and recycling of any and all such Hazardous Materials. Unless otherwise indicated, Contractor shall be responsible for manifesting, transporting and removing from Site any and all Hazardous Materials. Contractor shall be liable for any and all costs incurred by Owner, at Owner's sole discretion, for the storage, handling, processing, removal and disposal thereof.

23.3 Contractor shall defend and indemnify Owner, its parent, Affiliates and its and their employees, agents, officers and directors and hold it and them harmless from any and all damages, claims, demands, or suits of any kind for injury to persons, including death, and damage to property suffered by any person (including Contractor Resources) or by any firm or corporation arising out of, or claimed to have arisen out of, any acts or omissions of Contractor and Contractor Resources related to or involving Hazardous Materials generated during the course of the Work or brought to the Site by Contractor or Contractor Resources. This indemnification shall include any liabilities or claims related to the storage, handling, processing, release, or removal from Site of any such Hazardous Materials by Contractor, Contractor Resources, transporters, recyclers, or any treatment, storage or disposal facility used by Contractor or such other persons. Further, this indemnification shall include liability for any and all costs or penalties (including legal, attorney, administrative, or regulatory fees and expenses) incurred or imposed as a result of actions pursued by federal, state or local governments or agencies related, in any way whatsoever, to the management of such Hazardous Materials.

23.4 Contractor agrees to use the EPA identification number assigned to the Site at which Contractor is working. The use of such EPA number shall not constitute assumption of environmental liability by Owner. In the event Owner has no EPA number for the Site in question, Contractor shall apply for a temporary number.

23.5 No chemical consumable product may be delivered to any Site without prior written approval by Owner's Representative or designee in the manner provided in the first paragraph of this Article 23. As a condition precedent to such pre-approval, Contractor shall identify to Owner's Representative any and all chemical consumable products that will be used in performing the Work or are listed on the Site's approved Chemical Consumables Products List. Such identification shall include a copy of the

product's Material Safety Data Sheet (MSDS), the specific use and location of use, and the expected quantity that will be required to perform the Work. Owner's consideration of Contractor's request shall involve the products' health and safety hazards, environmental and fire hazards, potential for degrading Owner's systems or components, potential for creating Hazardous Materials, and availability of suitable alternatives. A substitute product may only be used following the receipt of express written permission by Owner's Representative. Contractor is solely responsible for any costs or expenses incurred by Owner as a result of Contractor's use of a product that has not been specifically authorized.

23.6 Following completion of the Work, Contractor shall identify to Owner's Representative all materials or waste that it reasonably believes constitute Hazardous Materials. Final classification of such waste shall be at the sole discretion of Owner's Representative. Unless directed otherwise by Owner, Contractor shall promptly remove any and all equipment and consumables from the Site. In the event that Contractor fails to complete such removal in a timely fashion following completion of the Work, Owner may, at its sole discretion, retain any such material as property of Owner or arrange for its removal at the sole expense of Contractor. Such expenses to be borne by Contractor include, the costs of laboratory testing, storage fees, processing, treatment, transportation, recycling, and disposal. The manifesting, transportation and removing from Site of any and all Hazardous Materials shall be effected by Contractor, at Contractor's sole cost and expense.

24. SUBSTITUTIONS AND SPARE PARTS.

Contractor shall make available for purchase by Owner, for a period of five (5) years, an adequate supply of spare parts for all Equipment supplied by, assembled or fabricated by Contractor as part of the Work. Unless otherwise stated, any Equipment described by trade name or identified by the name of the manufacturer are intended as a standard of the type desired. Equipment made by other manufacturers may be used, provided that they are equal or better in material, design and workmanship to those named, and provided that such substitutions are approved by Owner in writing. All parts of like units shall be so constructed as to be interchangeable with like parts of duplicate units, unless the specifications provide otherwise.

25. SAFETY PRACTICES. SECURITY, PROTECTION OF THE PUBLIC, WORK AND PROPERTY.

25.1. Because Owner places such a high priority on safety, Owner requires all Contractors and their Contractor Resources to read, understand and comply with Owner's Safety Policy, available on the Eversource.com website. Contractor and Contractor Resources shall be instructed, familiar with and required to follow safety rules and regulations applicable to the Work being performed, and comply with (1) all Owner policies and procedures (available upon request) applicable to the Work, and any addenda, revisions or updates thereto; and; (2) those policies and procedures referenced in the Agreement or Order. Contractor shall coordinate site specific Personal Protective Equipment (PPE), arc flash protection and FR clothing requirements with Owner. Contractor shall have the sole responsibility to see that such persons are so informed, properly trained and that safety practices are followed.

25.2. Contractor shall establish and maintain safeguards, controls, work rules, or other measures to protect the Equipment, and/or Owner's property that is placed under Contractor's control, from damage, harm, or sabotage for the entire time during the performance of the Work until Final Acceptance. Contractor shall fully comply with any applicable Owner Site rules. For all Work to be performed at a Site, Contractor Resources shall comply with Owner's requirements, standards, procedures, and policies and training requirements, including those relating to safety, security, environmental practices and access authorization, currently in effect, copies of which are available upon request or may be available electronically, through an Owner's website. Contractor shall conduct safety briefings and job hazard assessments. Upon Owner's request, Contractor shall provide documentation, confirming Contractor's compliance with this Article 25, including OSHA logs, qualification requirements and training certifications, licenses and detailed job safety and hazard assessment job plans, and reports of accidents involving Contractor Resources during the performance of the Work on Owner's Site.

25.3. While performing all Work, Contractor shall, and shall ensure that Contractor Resources strictly observe and fully comply with all federal, state, and local safety Laws, rules and regulations applicable to the Work and/or the Site Contractor shall provide and maintain all necessary precautions for the protection and safety of the public. It shall continuously take all necessary precautions to protect Owner's property from injury or loss arising in connection with the Agreement. In addition, when

performing Work in close proximity to Owner's employees, Owner's safety rules shall be applicable.

25.4. Contractor shall train all Contractor Resources who carry out Work in the vicinity of energized conductors and equipment, in approved methods of artificial resuscitation, before such persons begin any Work.

25.5. Except with respect to Hazardous Materials, for which the provision of MSDS is required, pursuant to Article 23 "HAZARDOUS MATERIALS", upon Owner request, Contractor shall furnish to Owner's Representative Material Safety Data Sheets (MSDS) for any other product intended for use with the Work and make copies of such MSDS available to Owner at the Site or other mutually agreed upon location. No product for which an MSDS submittal has been requested shall be used until the MSDS has been reviewed by Owner.

25.6. For any Work that takes place at Owner facilities, Contractor shall comply with Owner's security requirements then in effect. Contractor Resources shall strictly adhere to the security regulations and obey the directions of Owner's security personnel. Contractor shall develop and, after review and approval by Owner, implement a security program to account for and protect all tools and equipment under its sole and exclusive care, custody and control in the performance of the Work. Owner shall not be liable to Contractor for loss of or damage to such tools or equipment.

25.7. Owner may immediately suspend or terminate all or any portion of the Work, without any added cost to Owner, and with no adjustments made to the schedule for the Work, if Owner determines that any safety or environmental violations have occurred, including conditions that could result in injury to any individual or damage to property or to the environment.

25.8. During the operating life of all equipment (including Equipment), materials and/or supplies furnished by, through or on behalf of Contractor as part of the Work or for use or consumption or for incorporation into the Work (including warranty repairs), Contractor shall provide Owner with prompt written notice of any and all design modifications in such equipment, materials and/or supplies if the purpose or consequence of any such design modification is to address a safety issue, or to improve the safety of, any such equipment (including Equipment), material and/or supplies.

25.9. In the event that Owner personnel observe and/or determine that a portion of Contractor's Work has been performed in nonconformance with the Agreement and if the continued existence of that portion of the Work in its then current state poses a threat of property damage or bodily injury to Owner, Owner personnel, other persons or the public, Owner shall have the right to correct the nonconforming Work or place the nonconforming Work in a safe condition. Owner shall notify Contractor verbally as soon as possible after discovering the nonconforming Work. Owner shall confirm the observation in writing within seven (7) days. If Owner has not yet paid for the Work, Owner may deduct the costs of affecting such repair from the outstanding amount due for the Work. If Owner has already paid for the Work, Contractor shall reimburse Owner for Owner's Direct Actual Costs for such repair. Contractor shall make good any damage resulting from lack of protective precautions. It shall adequately protect adjacent private and public property.

25.10. Contractor shall exercise the utmost care and shall carry on all activities under the supervision of properly qualified Contractor Resources. In the event of an emergency affecting the safety of the public, the Work or property, or in the event of a release of Hazardous Materials, Contractor shall as soon as reasonably practicable but in no event later than four (4) hours from the occurrence of such event, notify Owner of the occurrence and details of such events. Contractor is hereby permitted to act at its own discretion to prevent such threatened loss or injury without special instructions or authorization from Owner's Representative except in the event of a release of Hazardous Materials. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement or by arbitration.

25.11. RESERVED

25.12. Contractor shall have obtained identity verification, criminal background checks (federal, state and county checks for prior seven (7) years) and drug tests for all Contractor Resources prior to using such Contractor Resources to perform Work at customer facilities or Owner Sites. Contractor shall not assign Work to Contractor Resources that have any record of convictions (including any record

since employment with Contractor) for any felonies and misdemeanors involving violence, sexual offense, drugs, theft, computer crimes or identity theft, or otherwise present a risk of injury to any individual or damage to or loss of property.

25.13. For any safety incident that occurs during any work that is under Contractor's supervision at any of Contractor's work locations, and is required to be reported to OSHA or results in either a fatality of any employee of, or hospitalization of one (1) or more employees of, Contractor or a Subcontractor, Contractor shall notify Owner within one (1) Business Day after such safety incident.

26. DELIVERY, TITLE AND RISK OF LOSS TO EQUIPMENT AND MATERIALS.

26.1 Except as otherwise specified in the Agreement, delivery of any equipment and materials to be purchased by Owner shall be F.O.B. Destination. Whenever Contractor provides equipment that will not be subject to further Work by Contractor, title and risk of loss shall pass to Owner upon the delivery of the equipment F.O.B. Destination set forth in the Agreement and Acceptance. Except as otherwise expressly agreed to by the parties in writing in the Agreement, Owner shall not pay any amounts for transportation or packaging.

26.2 Except as provided for in Section 26.1 above, title and risk of loss to all equipment and materials supplied by Contractor shall pass upon Acceptance of Work by Owner.

26.3 Title to all materials to be removed by Contractor shall pass to Contractor upon the loading of the materials into the containers supplied by Contractor or onto Contractor's truck, whichever occurs first. For purposes of this Section 26.3, the term Contractor shall include any Subcontractor performing Work under the Contract

26.4 For Equipment returned to Contractor's facility for repair or modification, title shall remain with Owner. For warranty work, Contractor shall bear the risk of loss from the time it leaves the Site until it returns to the Site. In all other cases, Owner shall bear risk of loss until the Equipment is delivered to Contractor's site and Contractor shall bear risk of loss from the time of delivery at its site until the equipment is returned to Owner's Site.

26.5 Contractor shall deliver the equipment and materials purchased by Owner to the location stated in the Agreement in accordance with the delivery dates and any schedule of performance provided in the Agreement, time being of the essence for each such delivery for which a date or a length of time is fixed for delivery.

27. CLEANUP.

For Work performed at any Site, Contractor shall at all times keep the Site free from accumulations of waste material or rubbish. Unless otherwise directed by Owner or except for Scrap or material to be retained by Owner pursuant to Article 29 "MATERIALS", Contractor shall remove at its sole cost and expense from the Site and from all public and private property all temporary structures, rubbish and waste materials resulting from its operations. This requirement shall not apply to property that Owner expressly grants its permission to be used for permanent disposal of rubbish or waste materials, provided such disposal is carried out by Contractor in accordance with any and all conditions under which such permission is granted.

28. SCRAP.

Unless otherwise expressly provided in the Agreement documents, at least five (5) business days prior to the commencement of the Work, Contractor shall notify Owner's Representative of any Scrap to be generated from the Work and request direction regarding storage or disposal of such Scrap. Contractor shall comply with directions regarding Scrap disposal or storage provided by Owner's Representative. Except with respect to Scrap that Owner expressly directs Contractor to dispose of or otherwise take title to and manage, Owner shall retain title in all Scrap; provided, however, that Contractor shall bear risk of loss for Scrap that Owner wishes to retain until Contractor delivers such Scrap to the point of storage designated by Owner.

29. MATERIALS.

Contractor shall exercise reasonable care in the receipt, storage, handling, and installation of all materials, whether supplied by Owner, by Contractor, or by another contractor. All excess material supplied by or charged to Owner shall be handled and managed as directed by Owner.

30. REMOVAL OF EQUIPMENT.

Except as required to comply with the directions of Owner or Contractor's surety upon takeover of the Work, Contractor shall promptly remove all Contractor provided equipment, materials and supplies from the Site upon completion or termination of the Agreement subject to requirements set forth in Article 27 "CLEANUP". If Contractor fails to complete such removal within fifteen (15) days after notice from Owner, Owner may elect (i) to retain all or any portion of such remaining equipment, materials and supplies as its property, or (ii) to remove and dispose of all or any portion of such items at the expense of Contractor.

31. INSURANCE BY CONTRACTOR.

As a condition to undertaking the Work, Contractor shall acquire, at its sole cost and expense, the following insurance coverage (or equivalent) from insurers with an A.M. Best rating of A- or better, with the indicated amounts and shall maintain such required insurance coverages during all Work and until the date of final payment under the Agreement or Acceptance of all Work under the Agreement, unless a longer period is specified below:

31.1 Workers' Compensation in the amounts mandated by Law (statutory coverage) and Employers Liability Insurance with limits of not less than [redacted]

31.2 Commercial General Liability Coverage on Form CG 00 01 or its equivalent excluding Professional Liability but including, Operations, Products and Completed Operations, Underground (XCU) Hazard, Contractual Liability and Broad Form Property Damage Liability written in one or more layers with a combined single limit for Bodily Injury and Property Damage of not less than [redacted] per occurrence and annual aggregate. Products and Completed Operations coverage shall remain in effect for a minimum of three (3) years from the date of final payment under the Agreement or Acceptance of all Work under the Agreement, whichever is later, unless the Work is to be performed solely in Connecticut, in which case the required coverage should be in force for two (2) years from such date.

31.3 Automobile Liability Coverage, including, all owned, non-owned, and hired vehicles, written in one or more layers with a combined single limit for Bodily Injury and Property Damage of not less than $2,000,000 per accident. If Contractor is transporting any hazardous materials, a Pollution Liability Broadened Coverage for Autos endorsement must be added to the Business Automobile Policy by ISO endorsement CA 9948 3/06 or its equivalent and MCS-90

31.4 Aviation – Aircraft Liability insurance, if applicable, in an amount of not less than [redacted] per occurrence/aggregate, including third party liability and Passenger Liability, except to the extent that a Subcontractor performing the aviation Services and providing the aircraft maintains such insurance coverage for all aircraft used for performance of the Work covering all third party and passenger liabilities caused by the operation of aircraft, whether owned or non-owned, and the risks involved in aviation and the use of aircraft in construction. The Passenger Liability coverage included under the Aircraft Liability insurance shall not be subject to a sub-limit.

31.3 Pollution Liability insurance, if applicable, to remain in force for the duration of the term of the applicable Project Specific Agreement or Work Release covering losses caused by pollution conditions that arise from the operations of Contractor. Insurance as required in this section shall apply to bodily injury; property damage including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy of insurance affording these required coverages shall be written in an amount of at least [redacted] per loss, with an annual aggregate of at least [redacted]

31.4 Railroad Protective Liability insurance, if applicable - covering the Work performed by Contractor or any contractor within fifty (50) feet vertically or horizontally of railroad tracks. The current ISO Occurrence Form (claims-made forms are unacceptable) shall have limits of liability of not less than [redacted] each occurrence, combined single limit, for Coverages A and B, for losses arising out of injury to or death of all persons, and for physical loss or damage to or destruction of property, including the loss of use thereof. A [redacted] annual aggregate shall apply.

31.5 To the extent the Work includes engineering, design, or other professional services, Errors and Omissions coverage for professional Services and products provided by Contractor, including coverages for intellectual property infringement and related risks with a limit of not less than [redacted] per occurrence and annual aggregate, which coverage Contractor shall maintain in effect for a period of at least seven (7) years following the final payment under the Agreement or Acceptance of all Work Under the Agreement, whichever is later.

31.6 All policies contemplated in this Article 31 other than Workers' Compensation and Errors and Omissions shall be endorsed to include, Owner, its Affiliates and their respective directors, officers, employees and agents (including Owner's Representative), as additional insureds using ISO additional insured endorsement CG 20 10 11 85 or at a minimum CG 20 10 07 04 and CG 20 37 07 04 providing equivalent coverage for both ongoing and completed operations, if any.as respects any and all personal and/or bodily injury and/or property damage claims arising out of Contractor's operations hereunder. The limits required under this Article 31 may be satisfied by a combination of primary and excess (umbrella) coverage layers. The foregoing insurance policies, including Workers' Compensation, shall include a waiver of any right of subrogation of the insurers thereunder against the additional insureds thereunder, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under such policy. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with policy provisions.

31.7 Contractor shall provide certificates of insurance and copies of additional insured endorsements and all applicable endorsements to Owner to evidence Contractor's insurance policies within thirty (30) days of the award of any Agreement but in no event later than prior to the commencement of any Work. Contractor shall ensure that its broker shall provide Owner with replacement certificates and additional insured endorsements evidencing required insurance coverage prior to the expiration of prior certificates. Failure to provide such certificates shall be grounds for withholding payment and/or termination of the Agreement. Owner shall have the right to review policy documents in the event a claim is filed thereunder.

31.8 Such insurance coverage shall be primary and non-contributory to any other coverage available to Owner or its Affiliates, and shall not be deemed to limit Contractor's liability under the Agreement.

31.9 Contractor shall have and maintain in effect the insurances required by this Article 31 for the duration of the Agreement and thereafter for any period of continuing contractual obligations, including Contractor's warranty obligations. In addition, Contractor whose scope of work may include professional services shall procure tail coverage through the applicable warranty period on each errors and omissions policy maintained in accordance herewith upon the expiration and/or non-renewal thereof, unless Contractor's replacement errors and omissions policy provides continuing coverage for the Work through the applicable warranty period.

31.10 Contractor shall be solely responsible for payment of any and all deductible or self-insured retention amounts relating to any and all of the policies of insurance required by this Article 31, regardless of the number of losses.

31.11 For any Services to be provided by any Subcontractor, Contractor shall require such Subcontractor to provide the foregoing insurance coverages and amounts and comply with the requirements set forth in this Article 31 including additional insured, primary and non-contributory, and waiver of subrogation.

32. INDEMNIFICATION BY CONTRACTOR.

To the fullest extent permitted by Law, Contractor shall be responsible for and shall indemnify, and shall defend and save Owner, its Affiliates and their respective employees, trustees, shareholders, officers, and directors, as well as their respective agents and consultants (each, an "*Indemnified Person*") harmless from and against any and all costs and expenses (including all costs and expenses of litigation, as well as related attorneys' fees), losses, liabilities, fines, penalties, damages, claims, demands, judgments, awards, obligations, actions, or proceedings arising from the acts or omissions of Contractor Resources or related to the Work or Contractor's obligations under the Agreement Documents. Contractor further agrees to obtain, and maintain at its expense, such insurance as will insure the provisions of all indemnity obligations in the Agreement. Nothing in

this Article shall derogate or reduce Contractor's obligations under Article 31 hereof.

33. INFRINGEMENT OF PROPRIETARY RIGHTS.

33.1 Contractor shall indemnify, defend and hold harmless Owner, its parent, Affiliates and its and their employees, agents, officers, and directors from any and all liabilities, penalties, damages, claims, actions or proceedings based upon any allegation that (i) any portion or all of the Work furnished under the Agreement, or any use thereof for purposes intended by the Agreement constitutes an infringement of any patent, copyright, trademark or other proprietary interest or (ii) Contractor has, other than solely for Owner's benefit in connection with the Work, made use of Information in which a third party claims a proprietary interest which Information was obtained by Owner from third parties under agreements for confidentiality.

33.2 If Owner provides Contractor notice of a claim of infringement with respect to any material, equipment or Information used in connection with the Work (collectively, the "Product") or Owner's use of all or any portion of the Product is enjoined due to a claim of infringement, Contractor shall promptly and at its sole expense either (i) procure for Owner the right to continue using the Product or (ii) replace the Product with non-infringing and functionally equivalent Product, (iii) modify the Product so that it becomes non-infringing and functionally equivalent, or (iv) take such other action as is necessary to assure Owner's uninterrupted use of the Product.

34. CONFIDENTIAL INFORMATION.

34.1 Each party acknowledges that it may be necessary to disclose Confidential Information to the other party. Except to the extent set forth in this Article 34, or as otherwise agreed to in writing by the parties, each party shall maintain the Confidential Information of the other party in a secure and confidential manner. Each party shall exercise the same degree of care and security that it exercises with its own Confidential Information, and in no event less than a reasonable degree of care and security. Contractor agrees to use Owner's Confidential Information solely for the provision of Work and to not disclose to third parties or to publish any of Owner's Confidential Information without Owner's advance written consent. However, if Owner, within one hundred eighty (180) days of receipt of Contractor's Confidential Information, disputes the proprietary nature of such Information by written notice to Contractor, the parties shall consult to resolve such dispute. Each party shall advise its employees, contractors, consultants, agents and those under its and/or their respective control of these requirements for confidentiality with regard to Confidential Information.

34.2 Owner shall have the right, without Contractor's approval, to disclose Contractor's Confidential Information to the extent required (i) for financing, acquisition or conveyance of ownership share, licensing, construction, startup, commissioning operation, maintenance or repair of the facility at which the Work is performed, and (ii) to comply with any request or order of a governmental agency or court. Each party shall have the right to disclose the other party's trade secret or other Confidential Information (a) to federal, state, or local government officials, to their attorneys, or in a sealed court document, for the purpose of reporting or investigating a suspected violation of the Defend Trade Secrets Act of 2016; or (b) to their attorneys or in a sealed court document in connection with a lawsuit for retaliation by an employer for reporting a suspected violation of the Defend Trade Secrets Act of 2016. If Owner discloses Contractor's Confidential Information to any governmental agency or court, Owner shall, to the extent it does not violate or fail to comply with any such request or order, advise Contractor prior to disclosure and, at Contractor's sole cost and expense, cooperate in any effort by Contractor to minimize the amount of Confidential Information disclosed, secure confidential treatment of such Confidential Information, or seek permission from such governmental agency or court to revise the Confidential Information in a manner consistent with Contractor's interests, the interests of Owner, and in a manner that meets the requirements of the governmental authority or court.

34.3 Any Information transmitted to either party will not be deemed Confidential Information if that Information is: (a) in the receiving party's possession without restriction on disclosure prior to disclosure hereunder; (b) at the time of disclosure, generally available to the public without restriction on disclosure; (c) after disclosure, generally available to the public without restriction on disclosure, by publication or otherwise, through no fault of the receiving party; or (d) after the time of disclosure, received from a third party who imposes no obligation of confidentiality and who, insofar as the receiving party can reasonably determine, did not acquire any such Confidential Information directly or indirectly from the other party subject to requirements of confidentiality.

34.4 Contractor shall notify Owner as soon as possible in writing if any Confidential Information provided to Owner has been changed to a non-proprietary status.

34.5 The provisions of this Article 34 shall also apply to Information that a party identifies and establishes in writing to the others as having been obtained from third parties under agreements for confidentiality.

34.6 Owner may demand the return and/or disposal of its Confidential Information at any time upon giving of written notice to Contractor. Within fifteen (15) days of receipt of such notice, Contractor shall return all of the original Confidential Information and shall dispose of all copies, reproductions or extracts (both written and electronic) in its possession and in the possession of any representatives to whom it was disclosed using methods authorized by the National Association for Information Destruction for the media on which the Confidential Information is stored. Except as may otherwise be agreed upon by the parties in writing, Contractor shall provide Owner with written certification of the return and/or disposal of such Confidential Information promptly following the return or disposal of such Confidential Information.

34.7 In the event any Confidential Information of Owner is disclosed to Contractor by Owner under this Article 34, Contractor shall not make use of such Confidential Information, other than for Owner's sole benefit and for the sole purpose related to the Work for which the Confidential Information has been disclosed.

34.8 The provisions of this Article shall survive the termination of the Agreement and shall bind the parties and their successors and assigns.

34.9 **THIS SECTION IS APPLICABLE TO WORK RELATED TO GENERATION, TRANSMISSION AND DISTRIBUTION FACILITIES:** In addition to the foregoing confidentiality obligations, to the extent that Contractor obtains or generates any critical energy infrastructure information ("CEII"), as defined by Federal Energy Regulatory Commission ("FERC"), pursuant to 18 C.F.R. §388.13, in its performance of the Work, Contractor shall keep confidential any CEII applicable to Owner and the Work. To the extent any such Work involves critical cyber assets, Contractor agrees to be bound by and comply with the NERC CIP standards. Contractor shall indemnify Owner for any liabilities or penalties arising from any failure to comply with the requirements of this Section 34.9 by Contractor, or its subcontractors, at any tier. In addition, upon request by Owner, Contractor shall execute an agreement confirming such compliance with the foregoing obligations.

35. WARRANTY.

35.1 Services Warranty.

35.1.1 Contractor warrants that any Services performed or provided by, through, or on behalf of Contractor as part of or in connection with the Agreement shall (i) be performed by Contractor Resources who are fully qualified and competent and whose recommendations, guidance and performance reflect professional knowledge, judgment, and performance in accordance with the highest professional standards applicable to the utility industry and the industry applicable to such Services; and (ii) comply with and conform to all provisions and requirements of the Agreement and to any and all provisions of any and all applicable Laws.

35.1.2 Within the period of two (2) years after Final Acceptance of all Work under the Agreement, if Owner determines that any portion of the Services performed by, through, and/or on behalf of Contractor fails to comply with the warranties set forth above, or if a defect or error is discovered in any Information supplied with such Services, Contractor shall, at its sole cost and at Owner's option, (i) correctly re-perform such Services or correct the defect or error in the Information, or (ii) return to Owner the charges paid by Owner and attributable to such Services or defective or erroneous Information supplied. Owner shall have the right to set-off against other amounts due Contractor hereunder or otherwise any amount owed by Contractor to Owner under this Article 35.

35.1.3 **THIS SUBSECTION IS APPLICABLE ONLY FOR CONSTRUCTION WORK:** In addition to the remedies set forth in Section 35.1.2, Owner shall have the right to (i) require Contractor to complete such warranty Work, or (ii) take over the Work and receive from Contractor reimbursement for such warranty Work.

35.2 Supplier Warranties. Contractor shall take all reasonable steps to transfer for the benefit of Owner all warranties or guarantees available from the suppliers of any portion of the Work.

35.3 Information Warranty. Contractor warrants that it has the full legal right, title and ownership of the Information furnished pursuant to the Agreement.

35.4 Equipment and Materials Warranty.

35.4.1 For a period of two (2) years after Acceptance of all Work under the Agreement, Contractor warrants that all Equipment and materials it supplies shall be new when delivered and free from defects in title, design, material and workmanship and shall conform to the Specifications set forth in the Agreement.

35.4.2 Within the period of two (2) years after Final Acceptance of the Equipment and materials, if Owner determines that the warranty set forth above is breached, Contractor shall at its sole cost and expense and at Owner's option, either repair or replace the affected Equipment and materials.

35.4.3 Contractor shall have no obligation for breach of warranty to the extent the related nonconformance is solely caused by Owner's failure to store, operate or maintain equipment supplied by Contractor in accordance with Contractor's written instructions furnished to Owner as part of the Work provided that Owner shall not be required to comply with instructions that exceed generally accepted industry standards or conflict with other Specifications.

35.5 Completion Warranty. Contractor warrants that it shall complete the Work in accordance with the Work schedule. If the Work falls behind schedule due to causes attributable to Contractor or Contractor Resources, Contractor shall, at its sole cost and expense, use its best efforts to restore the Work to schedule, including the following measures: placing Contractor Resources on extended working hours; assigning additional personnel to the Work, and prioritizing Contractor's resources and obligations to ensure that the Work is completed on schedule

35.6 Additional Warranty Provisions.

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35.6.1 Owner shall notify Contractor in writing of any breach of warranty.

35.6.2 In addition to its other warranty obligations, Contractor shall reimburse Owner for Owner's Direct Actual Costs to provide Contractor access to such defective Work and to restore facilities disturbed by such access.

35.6.3 If any defect in Contractor's Work, including corrective Work, is latent and not discoverable by Owner's reasonably careful inspection during the initial warranty period, the applicable warranty period shall be extended to a cumulative period of seven (7) years.

35.6.4 Corrective Work performed by Contractor shall be subject to the applicable warranty provisions of this Article. The warranty period for such corrective Work shall be the remainder of the original warranty period plus an additional two years.

35.6.5 The warranties provided for in this Article 35 shall apply regardless of where the Work is performed.

35.6.6 In the case of Work affecting government-owned property, warranties shall also be enforceable directly by the applicable government agency having jurisdiction.

35.7 Subcontractor Warranties.

35.7.1 Contractor shall obtain usual and customary warranties from Subcontractors. Such warranties shall be obtained for the benefit of Owner, as well as for Contractor. Contractor shall ensure that the benefit of any warranty offered by any Subcontractor at any tier is passed through to Owner, shall provide a copy of the terms of any such Subcontractor

warranty to Owner, and shall identify relevant Subcontractor contracts and otherwise actively assist Owner, as required or desired by Owner and without additional charge, in enforcing any such warranty in the event such enforcement should become necessary.

35.7.2 The existence and/or absence of any Subcontractor warranties, including compliance or non-compliance therewith, shall not affect or impair in any manner whatsoever Contractor's obligations to Owner hereunder.

36. LIMITATION OF LIABILITY.

36.1 CONTRACTOR'S LIABILITY TO OWNER UNDER THE AGREEMENT WHETHER BASED UPON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, TORT, AGREEMENT, STRICT LIABILITY, OR OTHERWISE SHALL BE THE SUM OF (i) FOR WARRANTY AND INDEMNITY OBLIGATIONS, THE REMEDIES DESCRIBED IN THE AGREEMENT, PLUS (ii) FOR DAMAGES CONTRACTOR IS REQUIRED TO INSURE AGAINST, ANY RECOVERY AVAILABLE UNDER THE INSURANCE COVERAGES REQUIRED BY THE AGREEMENT PLUS (iii) FOR ANY ADDITIONAL DIRECT DAMAGES TO OWNER, AN AMOUNT EQUAL TO THE GREATER OF THE TOTAL OF ALL CHARGES PAID BY OWNER TO CONTRACTOR UNDER THE AGREEMENT OR TWO MILLION DOLLARS ($2,000,000). OWNER'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THE AGREEMENT SHALL NOT EXCEED, UNDER ANY CIRCUMSTANCES WHATSOEVER, THAT PORTION OF THE COMPENSATION DUE UNDER ARTICLE 3 "TERMS OF PAYMENT" THAT HAS NOT YET BEEN PAID BY OWNER WITH RESPECT TO THE WORK.

36.2 EXCEPT TO THE EXTENT ALLOWED UNDER THE INSURANCE, WARRANTY OR INDEMNITY PROVISIONS OF THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

36.3 CONTRACTOR WAIVES ALL CLAIMS AGAINST OWNER FOR ANY LIABILITY OR LOSS IN CONNECTION WITH: (i) PAYMENT OF ALL FEDERAL, STATE AND LOCAL TAXES OR CONTRIBUTIONS IMPOSED OR REQUIRED UNDER UNEMPLOYMENT INSURANCE, SOCIAL SECURITY AND INCOME TAX LAWS WITH RESPECT TO CONTRACTOR'S WORK UNDER THE CONTRACT; (ii) ALL LOSSES IN CONNECTION WITH ANY CLAIMS FOR LOST WAGES, SEVERANCE PAY, PENSIONS OR OTHER BENEFITS WITH RESPECT TO CONTRACTOR'S WORK UNDER THE CONTRACT; AND (iii) ALL CLAIMS FOR LIABILITY FOR DAMAGE TO CONTRACTOR'S PERSONAL PROPERTY OR INJURY TO CONTRACTOR RESOURCES IN CONNECTION WITH THE AGREEMENT.

36.4. The parties understand and agree that the liability of Contractor to Owner under the Agreement, at Law, and/or in equity shall not be limited by the amount of insurance coverage required or made available pursuant to the provisions of Article 31 "INSURANCE BY CONTRACTOR".

37. RIGHTS AND LIABILITIES OF PRINCIPALS.

All benefits, protections, indemnifications and other rights in favor of Owner under the Agreement shall also benefit, protect and indemnify the principals of Owner.

38. WAIVER OF MECHANIC'S LIENS.

Owner may condition payment to Contractor upon the receipt of lien waivers and releases from Contractor and all applicable Subcontractors. Contractor, for itself and Subcontractors at any tier, shall suffer or permit no liens to exist upon any Site or other Owner property or Equipment and shall be responsible for any costs or liabilities arising from any liens. Upon Owner's request, Contractor shall obtain, without additional cost to Owner, a bond satisfactory to Owner to indemnify Owner against such liens and charges.

39. DISPUTE PREVENTION & RESOLUTION: NEGOTIATION, MEDIATION, AND ARBITRATION.

39.1 **Dispute Prevention Process**. The parties shall attempt in good faith to prevent any conflict, disagreement or misunderstanding arising out of or relating to this Agreement (a "Potential Dispute") from becoming a Formal Dispute, as defined in 39.3 below, through timely discussions and negotiations between persons with direct responsibility for administration of this Agreement ("Agreement Administrators"), who shall be identified by each Party and communicated to the other at the outset of the Work, and be kept current through the term, of the Agreement. The Agreement

Administrators shall meet at mutually acceptable times and places within ten (10) Business Days after a Party's initial notice to the other of a Potential Dispute, unless otherwise agreed, to attempt to prevent the Potential Dispute from becoming a Formal Dispute.

39.2 **Escalated Dispute Prevention Process**. If direct discussions and negotiations between the Agreement Administrators do not resolve the Potential Dispute within five (5) Business Days after their last meeting, discussion or negotiation, or if for any reason the Agreement Administrators do not meet in accordance with 39.1, either Party may give the other written notice of its intent to escalate the Dispute Prevention Process ("Dispute Prevention Escalation Notice") to executives with authority to resolve the potential dispute and who are at a higher level of management than the Agreement Administrators ("Designated Executives"). The Dispute Prevention Escalation Notice shall include a summary of that Party's position on the Potential Dispute, its proposed solution, and the name and title of the executive who will represent that Party during the escalated dispute prevention discussions and negotiations. Within five (5) Business Days after delivery of the Dispute Prevention Escalation Notice, unless otherwise mutually agreed, the receiving Party shall respond with a summary of that Party's position on the Potential Dispute, its proposed solution, and the name and title of the executive who will represent that Party during the escalated dispute prevention discussions and negotiations. The Parties' Designated Executives shall meet at mutually acceptable times and places within ten (10) Business Days after receipt of the Dispute Prevention Escalation Notice, unless otherwise mutually agreed, to attempt to prevent through discussions and negotiations, the Potential Dispute from becoming a Formal Dispute.

39.3 **Dispute Resolution Process**. Any Potential Dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof not resolved by direct discussions and negotiations between the Designated Executives within ten (10) Business Days after their last meeting, discussion or negotiation, or if for any reason the Designated Executives do not meet in accordance with 39.2, may be considered by either Party as a "Formal Dispute" by notifying the other Party ("Dispute Resolution Notice") thereby commencing the Dispute Resolution Process. The first step of the Dispute Resolution Process is mandatory mediation under the then-current CPR Mediation Procedure with a mediator selected from the CPR Panels of Distinguished Neutrals, unless the Parties mutually agree otherwise.

39.4 **Information Requests/Confidentiality**. The Parties agree to cooperate with respect to reasonable requests for non-privileged documents made by one Party to the other that are relevant and material to the outcome of a Potential Dispute or Formal Dispute, and for which the requesting Party has a demonstrable need to enable it to present its position regarding the Potential Dispute or Formal Dispute under 39.1 through 39.3. All documents and information provided in connection with a Potential Dispute or Formal Dispute under 39.1 through 39.3shall be deemed "Confidential Information" pursuant to Article 34. All discussions and negotiations in connection with a Potential Dispute or Formal Dispute under 39.1 through 39.3 shall be treated as compromise and settlement negotiations under the applicable rules of evidence.

39.5 **Escalated Dispute Resolution Process**. Any Formal Dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof, that has not been resolved at the first step of the Dispute Resolution Process in 39.3 within thirty (30) days of the last mediation session, unless the Parties mutually agree otherwise, shall be escalated and finally resolved by mandatory binding arbitration in accordance with the then-current CPR Administered or Non-Administered Arbitration Rules, unless the parties otherwise mutually agree to arbitration in accordance with the then-current CPR Fast Tracked Administered or Non-Administered Arbitration Rules or under another provider's arbitration rules or process.

39.6 **Arbitrators; Arbitrator Selection**. Unless otherwise agreed, Formal Disputes shall be decided as follows: (i) by a sole arbitrator in cases in which the stated amount of the claim or counterclaim does not exceed [redacted] exclusive of interest or costs, selected in accordance with Rule 5.3 of CPR's Administered or Non-Administered Arbitration Rules or Rule 3 of CPR's Fast Track Administered or Non-Administered Arbitration Rules in Fast Track cases; and (ii) by three arbitrators in cases in which the stated amount of the claim or counterclaim exceeds Three Million Dollars [redacted] exclusive of interest or costs, selected in accordance with Rule

5.4 of CPR's Administered or Non-Administered Arbitration Rules or Rule 3 of CPR's Fast Track Administered or Non-Administered Arbitration Rules in Fast Track cases. Unless otherwise agreed, any arbitrator not appointed by a party shall be a member of the CPR Panel of Distinguished Neutrals ("CPR Panel").

39.7 **Venue, Jurisdiction**. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. Unless otherwise mutually agreed to by the parties, the Place of Arbitration shall be, at Owner's option: Hartford, Connecticut; Manchester, New Hampshire; or Boston, Massachusetts. The parties hereby consent to the exclusive jurisdiction of the state or federal courts of the Place of Arbitration for enforcement of all arbitration procedures pursuant to this Article 39 and any other legal proceedings arising out of or relating to the Agreement and the transactions contemplated hereby.

39.8 Compelling Dispute Resolution. If a Party refuses to participate in either the first step (mandatory mediation) or the second step (mandatory arbitration) of the Dispute Resolution Process as required by this Agreement, the other Party may petition any court or governmental authority having proper jurisdiction for an order directing the refusing party to participate in the specific step of the Dispute Resolution Process. All costs and expenses incurred by the petitioning Party in enforcing such participation will be paid for by the refusing Party.

39.9 **Efficiency, Disclosure of Documents and Presentation of Witnesses**. Each party will proceed in good faith to conclude the arbitration proceeding as quickly, efficiently, and cost-effectively as reasonably possible. The disclosure of documents and information, including electronically stored information, in connection with the Escalated Dispute Resolution Process shall be implemented by the arbitrator(s) consistent with the CPR Protocol on Disclosure of Documents and Presentation of Witnesses in Commercial Arbitration ("CPR Protocol"), and, unless otherwise mutually agreed, in accordance with Mode C in Schedule 1 and Mode B in Schedule 2 to the CPR Protocol, with no more than five (5) designated custodians. Unless proceeding by agreement under the CPR Expedited Arbitration Rules, the arbitrator(s) may consider early disposition of claims, counterclaims, defenses and other issues consistent with the provisions of Rule 12.6 of the CPR Administered Arbitration Rules. The parties and/or the arbitrator(s) may propose settlement negotiations and/or mediation during the proceeding consistent with Rule 21 of the CPR Administered Arbitration Rules.

39.10 **Awards, Damages & Costs, Contract Performance**. Any award or determination made by the arbitrator(s) shall be subject to the limitations of liability set forth in this Agreement. The arbitrator(s) is (are) not empowered to award damages in excess of compensatory damages and each party expressly waives and foregoes any right to punitive, exemplary or similar damages unless a statute *requires* that compensatory damages be increased in a specified manner. Each party shall be responsible for its own costs and expenses, including attorney's fees. Unless otherwise directed in writing by Owner and to the extent permitted by Law, Contractor shall continue performance of the Work in compliance with the Agreement notwithstanding the existence of any Potential or Formal Dispute between the parties. Nothing herein shall prejudice, impair or otherwise prevent a party from receiving equitable relief pending the conclusion of any mediation and/or arbitration proceeding.

40. ADVERTISING.

Unless authorized in writing by Owner or except as required by applicable Law, Contractor shall not engage in any advertising, publicity or other promotional activity which directly or indirectly mentions or refers to the relationship between the parties or the Work furnished under the Agreement.

41. BINDING EFFECT; ASSIGNMENT.

The Agreement shall be binding upon the parties and their respective successors and permitted assigns. Owner may assign this Agreement to any Affiliate of Owner. Contractor is not authorized to and shall not directly or indirectly (through an equity sale, merger or other transaction) sell, assign or otherwise transfer the Agreement, in whole or in part, or any of the Work to be performed

hereunder, without the prior written consent of Owner, which may be granted or withheld in Owner's sole discretion. Without waiving any rights and remedies Owner may have against Contractor, upon discovering that Contractor has purported to sell, assign or otherwise transfer, in whole or in part, the Agreement or any of the Work to be performed, without Owner's prior written consent, Owner may, at its sole option and in its sole discretion, deem such action to be binding and enforceable against such assignee, successor, or transferee, or may deem such action to be null, void, and of no force or effect.

42. WAIVERS.

The waiver by any party of a breach of and/or other non-compliance with any provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach or non-compliance.

43. APPLICABLE LAW.

43.1. The Agreement and the rights and duties of the parties hereunder shall be governed by and construed, enforced and performed in accordance with the Laws of the State of Connecticut, without regard to its principles of conflicts of Law, provided that if the Site is located entirely outside of the State of Connecticut, then the Law of the State/Commonwealth where the Site is located (and where the Work is performed) may govern certain aspects of the enforcement of the rights and remedies of Owner (including legal process and procedure) with respect to such Work.

44. NOTICES; DEMANDS.

All notices required under the Agreement shall be in writing and shall be deemed to be given when received upon personal delivery, or if mailed, as of the date indicated on the receipt document provided by the mail carrier, if so delivered or if so mailed (a) with respect to Owner, to the individual set forth on the "Direct Inquiries" line on Owner's Order at the address set forth thereon; or (b) with respect to each of Owner's Representative, Contractor or Contractor's Representative, to the applicable individual set forth in the Special Terms and Conditions, at the address of such individual set forth thereon, unless otherwise indicated in the Agreement.

45. RIGHT TO AUDIT.

Owner shall have the right to inspect and audit all of Contractor's and any Subcontractor's books, records, correspondence, receipts, vouchers and memoranda relating to or affecting the Agreement. Contractor shall provide for such right to audit by Owner in all contracts with Subcontractors relating to the Work or the Agreement.

46. DOCUMENT RETENTION.

Except as set forth in Section 6.5 "INFORMATION", Article 34 "CONFIDENTIAL INFORMATION" and below in this Article 46, all Information shall remain the exclusive property of Owner, regardless of where it is stored. Contractor shall preserve Owner's Information in its care, custody or control for a period of six (6) years following Final Acceptance of the Work or return such Information to Owner in a form acceptable to Owner. Contractor shall not destroy any such Owner Information prior to the expiration of such six (6) year period absent Owner's prior written consent. Owner reserves the right to access such Owner Information at any time while such Information is in Contractor's possession and such Information shall be provided to Owner on a timely basis whenever requested, regardless of whether such requests are for audits, regulatory or legal proceedings such as lawsuits or arbitrations. Any Owner Information in Contractor's possession shall be disclosed to third parties only as necessary to comply with applicable Laws and government orders or requests so long as Owner receives advance written notice of such disclosure and an opportunity to contest such requests. Contractor agrees to access Information in its possession only for the purposes of performing the Work and to operate or maintain its information systems and will take appropriate and Owner approved measures and precautions to protect against unauthorized access or disclosure. Contractor agrees for itself, and on behalf of any Subcontractor, to (a) access Owner Information in its, or in any Subcontractor's, possession only for the purpose of performing the Work on a Project, and (b) operate, maintain and/or take appropriate and Owner-approved measures and precautions to protect its information systems against unauthorized access or disclosure of Owner Information. Contractor shall be responsible for ensuring that Owner Information is protected from damage and/or loss while in the care, custody or control of Contractor and/or any Subcontractor, including making backups of Information and using disaster recovery best practices for any computer systems used to store Information. Owner reserves the right to audit Contractor to ensure such

Information is managed in accordance with this Article 46. The foregoing obligations and restrictions regarding disclosure of Information in this Article 46 shall not apply to Contractor's Confidential Information, which shall be governed by Article 34 "CONFIDENTIAL INFORMATION" The provisions of this Article shall survive the termination of the Agreement and shall bind the parties and their successors and assigns.

47. SUPPLIER DIVERSITY AND SUBCONTRACTING PLAN.

47.1. Owner fully supports the government's policies of ensuring that Small Disadvantaged Businesses (SDB), Women-Owned Small Businesses (WOSB), Service-Disabled Veteran-Owned Small Businesses (SDVOSB), Veteran-Owned Small Businesses (VOSB) and Businesses Located in and qualified as Historically Underutilized Business Zones (HUBZone) have maximum practicable opportunity to compete for contracts and subcontracts. Owner has and will continue to commit to filing annual subcontracting plans regarding the utilization of SDB, WOSB, SDVOSB, VOSB and HUBZone as contractors and subcontractors in accordance with Federal Acquisition Regulation (FAR) 52.219.

47.2. **For all** Work awarded to Contractor as a subcontractor under Owner's government contracts pursuant to FAR 19.704, Subcontracting Plan Requirements, and FAR Clause 52.219-9, Small Business Subcontracting Plan, Contractor shall be required to submit data and/or subcontracting plans regarding Contractor's utilization and intended utilization of such SB, SDB, WOSB, SDVOSB, VOSB and HUBZone during the term of the Agreement for such work.

47.3. The text of FAR 52.219 may be accessed electronically at the following address: https://www.acquisition.gov/far/. To the extent applicable to Work performed pursuant to a federal government Agreement, this Article 47 incorporates one or more clauses by reference, with the same force and effect as if they were given in full text.

47.4. In addition to the foregoing, Owner has a **Supplier Diversity Program** that supports diverse suppliers for Work performed for Owner that include SDB, WOSB, SDVOSB, VOSB and HUBZone, as well as other diverse suppliers such as Disadvantaged Business Enterprises (DBE), Disability Owned Business Enterprises (DOBE), Lesbian, Gay, Bisexual, Transgender Business Enterprises (LGBTBE), Alaskan Native Corporation (ANC).

47.5. Contractor may be requested to submit data and/or subcontracting plans supporting supplier diversity upon request. Contractor shall supply requested documentation to Owner within a reasonable time after the request is made (but in no event more than fifteen (15) days after the request) and shall comply with such plan and diverse supplier commitments in performing the Work. All requested information should be submitted electronically as set forth on the Eversource.com website or as directed by Owner's Supplier Diversity Program Manager. For any questions, please contact:

Eversource Energy Supplier Diversity Program Manager:
supplierdiversity@eversource.com

48. PRIORITY OF DOCUMENTS.

In the event of any conflict, inconsistency or ambiguity between or among the Agreement documents, the order of priority shall be: as follows, except as otherwise designated in advance and in writing by Owner: (1) Owner's Order; (2) Special Terms and Conditions (if any); (3) these General Terms and Conditions; (4) Specifications; and (5) any remaining documents referred to in the Agreement documents. The provisions of change orders and other changes, amendments, deletions, additions or other alterations to Agreement documents shall have the priority of the applicable Agreement documents to which they relate. In the absence of written direction from Owner to the contrary, the more/most stringent requirement of the Information included in the Specifications shall be deemed to apply in the event of any inconsistency, conflict, or ambiguity between or among two or more requirements therein.

49. SEVERABILITY.

In the event that any provision of the Agreement is deemed invalid or unenforceable, it shall be modified to the extent necessary to make it valid and enforceable. The remaining provisions of the Agreement shall remain fully enforceable notwithstanding the unenforceability of any individual provision.

50. FINANCIALS.

Upon written request by Owner, Contractor shall furnish Owner, Contractor's financial statements, including the accompanying notes thereto, for the immediately preceding quarter or fiscal year, as Owner requests, throughout the term of this Agreement. Such financial statements shall be prepared and certified internally by the chief financial officer of Contractor and shall be reviewed annually by an independent certified public accountant hired by Contractor. All such non-public financial information shall be considered Contractor's Confidential Information.

51. PERFORMANCE ASSURANCE AND/OR LIQUIDATED DAMAGES

51.1. Owner may require prior to the signing of the Agreement or during the performance of the Work, that Contractor provide performance assurance in favor of Owner with respect to all or any portion of the Work, in an amount and form and from an issuer satisfactory to Owner. Unless otherwise specified by Owner, any performance assurance shall remain in effect until the expiration of the warranty period for the applicable Work. In Owner's sole and exclusive discretion, Contractor shall increase the amount available to Owner on account of such then outstanding performance assurance within ten (10) days after written notice to Contractor. The Agreement compensation shall include Contractor's cost of procuring such performance assurance at the time of Agreement execution, but shall not include any cost of performance assurance due to Contractor noncompliance.

51.2. Owner reserves the right to supplement these terms and conditions with provisions regarding liquidated damages as stated or referenced in the Order.

52. NO GIFTS OR INDUCEMENTS.

Contractor warrants and represents to Owner that neither it nor its Contractor Resources have either provided or offered to provide any gifts, payments, or other inducements to any officer, employee or agent of Owner for any purpose. Contractor shall not provide or offer any gifts, payments, or other inducements to any officer, employee or agent of Owner for any purpose and shall ensure that no employee or agent of Contractor offers any such gifts, payments or inducements. Contractor also represents and warrants to Owner that it and its Contractor Resources has neither provided nor offered to provide any gifts, payments, or other inducements to any government official, employee or agent in violation of any Laws or regulations, including the Foreign Corrupt Practices Act.

53. MOONLIGHTING RESTRICTION.

Contractor shall neither employ, nor knowingly permit Subcontractors to employ, Owner employees to perform the Work while the employees are employed by Owner.

54. CONFLICTS OF INTEREST

Contractor shall disclose to Owner any potential conflict of interest between Contractor and Owner, and receive written permission from Owner prior to entering into any business transactions. Examples may include: 1) Contractor who has business or non-business relationships with Owner employees who can make decisions impacting Contractor's business; 2) Owner employees or their family members who have an ownership interest in Contractor's business; or (3) Contractor employees or their family members who serve as an officer, director, employee, agent or consultant of Owner or any Owner Affiliate. This policy also applies to any Subcontractor of Contractor who performs Work.

55. RESERVED.

56. APPLICABLE TO EMERGENCY RESPONSE WORK.

56.1 For purposes of this Article 55, the following capitalized terms shall have the meanings set forth below:

56.1.1. "Emergency" means any emergency event expected by Owner or declared by Owner (whether or not such event is declared an emergency by any governmental authority), including stormy weather or other adverse weather conditions that are forecasted to occur or have occurred, that causes, or may cause, damage, interruption, impact or unplanned outages to all or a portion of Owner's utility system. An Emergency does not constitute an event of Force Majeure under the Agreement.

56.1.2. "Emergency Response Work" means Emergency-related Work to be provided by Contractor pursuant to each Emergency Response Work Release, as specified by Owner. Subject to the terms of this Article 55, Emergency Response Work is included within the definition of "Work".

56.1.3. "Emergency Response Work Protocols" means Owner's Emergency Response Work protocols and work standards, procedures and manuals, including Owner's Emergency Storm Restoration Safety Guideline provided to or made available to Contractor, as may be modified from time to time by Owner.

56.1.4. "Emergency Response Work Release" means each release for Emergency Response Work pursuant to an oral communication (i.e., by telephone or in person) or written (i.e., by email, fax or other documentation, in whatever form) issued and/or approved by Owner for Emergency Response Work, in each case under the Order, and in the form and on such terms determined by Owner in good faith. Contractor's commencement of Emergency Response Work awarded to it by Owner pursuant to each Release shall constitute Contractor's acceptance of all of the provisions of the applicable Release.

56.2 Contractor agrees to provide accurate and complete Information requested by Owner, including Contractor Resources, contact, and other information, in compliance with Owner's processes and procedures, for Emergency Response Work. Contractor shall provide the Information in the **Emergency Response Contractor Profile Form**, and comply with Owner procedures and processes to maintain and update such information,

56.3 In the event of an Emergency, upon Owner's request for information regarding the availability of Contactor Resources and equipment for Emergency Response Work, Contractor shall promptly respond and provide such information within two (2) hours of Owner's request and make a good faith effort to make available such Contractor Resources and equipment.

56.4 Upon Owner's issuance of an Emergency Response Work Release, Contractor shall provide qualified and trained Resources and equipment that Contractor has committed to deploy, in a timely fashion, time being of the essence. Contractor shall comply with Emergency Response Work Protocols, and if applicable, furnish Contractor Resources with Personal Protective Equipment (PPE) and tools necessary to perform the Emergency Response Work. If requested by Owner, Contractor Resources shall use any and all field technology provided by Owner in connection with Emergency Response Work, including GPS and wireless communication devices; and upon request and upon completion of the Emergency Response Work, return all Owner supplied equipment, tools, instruments and technology. Contractor shall be charged for any such Owner provided items not returned in good working condition. Except as otherwise agreed to in writing by Owner, compensation for Emergency Response Work shall be in accordance with the Agreement rates for Work.

57. INTERPRETATION AND CAPTIONS.

The parties acknowledge that (a) they are of equal bargaining strength and have jointly participated in the preparation of the Contract; and (b) any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of the Agreement, any portion thereof, or any amendments thereto. The captions for the Sections and Articles contained in the Agreement have been inserted for convenience only and form no part of the Agreement and shall not be deemed to affect the meaning or construction of any covenants, agreements, conditions or terms of the Agreement.

58. SURVIVAL.

All agreements, representations, warranties and covenants made by a party to the Agreement and in the certificates or other documents delivered by a party pursuant to the Agreement shall be considered to have been relied upon by the other party and shall survive Final Acceptance of the Work hereunder. All requirements, terms, conditions and provisions that by their nature are incapable of being fully performed within the period of performance hereof shall survive cancellation, termination or expiration of the Agreement, including, all of Contractor's non-disclosure obligations, warranties, and indemnities for the benefit of Owner.

59. COMPLETE AGREEMENT.

The Agreement shall constitute the complete agreement between the parties. All prior communications, whether oral or written, shall be superseded by the Agreement and shall not bind the parties. No change to the Agreement shall be binding upon the parties unless made in writing and signed by both parties.

Schedule 47

TIER II SUPPLIER DIVERSITY, SPEND REQUIREMENTS AND SUBCONTRACTING PLAN

Owner fully supports supplier diversity and the government's policies of ensuring that diverse suppliers such as Small Disadvantaged Businesses (SDB), Women-Owned Small Businesses (WOSB), Service-Disabled Veteran-Owned Small Businesses (SDVOSB), Veteran-Owned Small Businesses (VOSB) and Certified Historically Underutilized Business Zones (HUBZone) have every opportunity to compete for contracts and subcontracts. Owner has and will continue to commit to filing annual subcontracting plans regarding the utilization of diverse suppliers such as SDB, WOSB, SDVOSB, VOSB and HUBZone as contractors and subcontractors in accordance with Federal Acquisition Regulation (FAR) 52.219. The text of FAR 52.219 may be accessed electronically at the following address: https://www.acquisition.gov/far/. To the extent applicable to Work performed pursuant to a federal government Agreement, this Schedule 47 incorporates one or more clauses by reference, with the same force and effect as if they were given in full text.

Diverse suppliers include, without limitation, the following groups, as well as other diverse supplier groups that are registered in the Owner's diverse supplier portal. Eversource strongly encourages that diverse suppliers be verified and certified by a duly authorized third-party certification agency, but at a minimum must formally certify that they meet the applicable criteria for each applicable Supplier Diversity designation they are claiming through the Owner's diverse supplier portal ("Diverse Suppliers"):

- Small Business Socioeconomic classifications as defined by the SBA;
- Minority Business Enterprise (MBE) as certified by the National Minority Supplier Development Council (NMSDC);
- Women's Business Enterprise (WBE) or Woman Owned Small Business (WOSB) as certified by WBENC;
- Disadvantaged Business Enterprise (DBE) as certified by applicable state agencies (DOT, MPA, etc.);
- SDB, WOSB, SDVOSB, VOSB and HUBZone, as defined by FAR – see above.

In furtherance of Owner's commitments, Contractor is expected to and agrees to submit Diverse Supplier data and plans regarding Contractor's utilization and intended utilization of Diverse Suppliers. Specifically, during the term of the Agreement, Contractor is required to submit data and plans for Work performed thereunder, regarding the following:

1. Subcontracted services from Diverse Suppliers; and
2. Purchase of equipment from Diverse Suppliers.

Contractor may also be requested by Owner to participate in outreach efforts such as conferences and trade shows.

Contractor agrees to subcontract a minimum of fifteen percent (15%) of the value of the Agreement to Diverse Suppliers.
That percentage amount is to be based on the value of goods and services subcontracted or equipment purchased under the Agreement. For example, if Owner issues a contract to a Contractor for Work valued at [redacted], and the agreed upon Diverse Supplier award percentage is 10% of Work value, [redacted] of the Work must be supplied by Diverse Suppliers. Owner may provide suggestions regarding potential Diverse Suppliers to Contractor for consideration, but without obligation.

Contractor agrees to complete and submit quarterly reports with the required information to the Owner verifying Contractor's compliance with the foregoing, within fifteen (15) days after the close of each quarter, via the Owner designated communication channels. Required information includes, without limitation, total Contractor revenue from Owner related to the Agreement for the applicable period, Contractor's Diverse Supplier spend data for the same periods, Diverse Supplier name, contact information, address, DUNS number and classification. Any questions should be directed to SupplierDiversity@eversource.com.

If Contractor has not complied with the foregoing obligations, Contractor must provide a corrective action plan within ten (10) business days of Owner's request for Owner's review and approval. Contractor shall comply with the approved corrective action plan.

SECTION II
SPECIAL CONDITIONS

EVERSOURCE
TRANSMISSION RIGHTS-OF-WAY
VEGETATION CONTROL
2025

I. Vegetation Control Project

Eversource and the Contractor hereby agree to establish a working relationship for the Contractor to perform high quality vegetation control along the Rights-of-Way (ROW) and related vegetation management services within the Eversource service area pursuant to the terms of the Contract Documents, hereinafter defined. Eversource Owner's Representative and Contractor shall work together so that the Contractor shall provide services to preserve reliability through the removal of all potentially interfering tree, shrub and vine species that may, through normal growth, encroach within the minimum vegetation clearance distances (MVCD) between the vegetation and the overhead electric conductors or impede physical or visual access along the ROW.

II. Scope of Project

A. Unit Price of Contractor Services; Cut Floor (CF), Herbicide (H), Side Maintenance Trimming (SMT), Risk Tree Removal (HZ):

The control of vegetation on ROWs in the Bid Package in accordance with Section III - Technical Requirements for Maintained Areas, Special Condition Areas, Access, Structures, Guys and Survey Posts and Substations. Provide unit prices by Bid Package in the appropriate **TVM Pricing Schedule Form** ("Contract Bid Sheet & "Hourly + Unit Remove Bid Sheet" tabs). Awards will be made per Bid Package.

The Unit Price requested includes:

- Notification as required by state, operating company, and Section II Appendix
- Managing all responses or questions generated from notification and customer concerns in relation to work
- The bid package shall include the cost of maintenance on distribution lines if they fall within the project ROW. The Contractor shall annotate the cost per mile rate of the distribution maintenance in the bid package.
- Substation Clearing
- Traffic control
- Herbicide costs
- Wood disposal costs for wood debris (chips and logs) from any cutting included in the unit price work
- Personal communication devices (cell phone) and Tablets or other electronic devices required.
- Any go-backs or incomplete work as determined by the Owner's Representative, requiring Contractor to return to areas where specified clearances were not obtained to perform additional services.
- On all projects involving the application of herbicides, the Contractor will be required to obtain a control level on target vegetation stem count on a per span basis of at least 90% under 6 feet, and 100% 6 feet and greater. The control level includes complete control of the target vegetation including the root system. QC will be performed the following season by the vendor first and then the owner/owner representative. Areas that require "Touch-up" control will be worked at vendor cost. The Herbicide method will be used as the "Touch-up"

efficacy control in Connecticut and the Cut method will be used in Massachusetts (no herbicide worked for "touch-up" in Massachusetts).

B. Special Condition Areas - Exceptions to the Specifications:
Exceptions are listed in the following categories in the "Appendix A" for each Bid Package:

A. No Herbicide Areas
B. Public Water supply/Watersheds (Public Well Aquifer Protection Areas)
C. Known Private Well Locations
D. Non-Compliant Locations
E. Selective Cutting Areas

C. Invoicing, Contract Milestone Inspection Form & Retainage
The Eversource Contract Milestone Inspection Form, **EXHIBIT A**, shall be attached with your invoice to the Accounts Payable Department. The Inspection Form must be dated and signed first by vendor management and then by the company arborist that work is completed as contracted. Once Final Inspection is submitted and received the company arborist has 30 days to sign and date that QC is met, and final authorized invoice may be submitted. All work, go-backs & touch-ups must be reviewed and approved by the Contractor's management prior to the submission of the work as completed to the Owner's Representative. Failure to perform these reviews and ensure that all work has been performed in accordance with the contract specifications will result in the work being listed as unacceptable and invoicing for any portion of the work will be rejected.

A retainage will be required for all unit price Herbicide Application projects. The retainage will be 10% of the total contract price to determine efficacy. The retainage will be withheld from all approved invoices. Work will be QC'd by the vendor the following year and if necessary, any "Touch-up" work completed. Once "Touch-up" work is completed and approved for acceptance by the Owner's Representative, the retainage may be invoiced by the contractor for payment.

D. Unit Price Tree Removal Portions of Contract Services
Unit prices for tree removals by size class will be provided to Eversource's Procurement Department as part of the contract and shall be made part of the Contractor Purchase Orders. Pricing schedules for unit price removals shall be attached as **TVM Pricing Schedule Form** ("Hourly + Unit Remove Bid Sheet" tabs).

E. T&M Portion of Contractor Services
T & M billing rates will be provided to Eversource's Procurement Department as part of the Contract and shall be made part of the Contractor Purchase Orders. Pricing Schedules for T&M rates shall be attached hereto as **TVM Pricing Schedule Form** ("Hourly + Unit Remove Bid Sheet" tabs).

All T&M work performed will be billed at the Contractor approved rates at straight time for the first 45 hours or the first 40 hours at Massachusetts East (excluding Sundays, holidays and emergency restoration). Billable overtime work must be authorized by the Owner's Representative and overtime hourly billing rates for labor will be determined by multiplying the straight time billing rate by the overtime multiplying factor. No increase in billing rates will be allowed for equipment overtime. T&M work requires approval from the Owner's Representative before work is started.

F. Storm Restoration Services
On Property Crews:
Crews on property are defined as any crews that are currently working on any Eversource contracts. All storm work will be billed at the Contractor approved T&M rates at straight time for the first 45 hours or the first 40 hours at Massachusetts East (excluding Sundays, holidays and overnight). Overtime hourly billing rates will be determined by multiplying the straight time billing rate by the labor overtime multiplying factor. No increase in billing rates will be allowed for equipment overtime.

If meals are not provided by the Company, a per diem of [redacted] per person will be compensated for meals. If the Company does not provide lodging for crews working, a per diem of $60 per person will be provided for lodging on a as needed basis.
Contractor General Foreman will be paid for hours worked during major restoration based on submitted T&M hourly rates and overtime multipliers. Contractor Safety personnel are non-billable.

III. Performance

A. Contractor Personnel

The Contractor shall employ supervisory and field personnel who are thoroughly trained in vegetation control techniques including all methods and materials to perform the work as specified. Contractor shall have at least a lead foreman responsible for crews working on projects. The ability to recognize and identify desirable and undesirable species is mandatory for all vegetation control personnel. All persons applying herbicides shall possess a valid applicator's license or supervisory certification for the state in which herbicides are being applied.

All contract employees shall perform work in accordance with regulations listed under OSHA 29 CFR 1910.269. Tree work shall be performed by personnel identified by the Contractor to perform this work and in accordance with ANSI Z-133. Trimming shall comply with standards listed under ANSI A-300.

Contractors shall have proper work practices and procedures documented and executed in the field for the safe removal of vegetation along the Rights-of-Way (ROW) and related services.

The Contractor is required to know and understand all laws and regulations pertaining to the control of vegetation on ROWs, the use of herbicides and any restrictions to herbicide use for each state in which they are performing ROW vegetation maintenance.

The Notification person(s) shall be knowledgeable about all aspects of the work being performed including the timing of the work, the methods that will be employed and the materials that will be used on each property. Knowledge of the herbicides being used is required and the notification person(s) must be able to communicate the information specific to the materials to be used and to answer questions about environmental fate and toxicity of the products.

B. Equipment

Supervisors, General Foremen, Customer Service Specialists, and Permission specialists shall be equipped with smart phones capable of voice, text, e-mail and data communications. The cost of phones shall be included in the labor rates and will not be billed separately. Each crew shall have a cell phone that is included in the labor rates

Each billable vehicle shall have GPS tracking systems. Eversource will have access to live tracking via the web, and for all time and material billing an accompanying tracking report may be requested.

C. Eversource Approved Mixes Herbicides, Carriers, Adjuvant and Rates

Tank Mix # 1 for Ultra Low Volume Foliar (ULVF)Treatment Applications

Herbicides & Adjuvants	Active Ingredient	Mix Concentration (per 100 gals. Water)	Estimated Application Rate Per Acre
Rodeo	Glyphosate	7%	
Polaris or Arsenal 2NS	Imazapyr	1%	
Escort XP	Metsulfuron methyl	4oz (dry)	
Thinvert RTU	Paraffinic oil blend	92%	
			3-7 Gallons/ac

Tank Mix # 2 for Ultra Low Volume Foliar (ULVF) Treatment Applications (CT Only)

Herbicides & Adjuvants	Active Ingredient	Mix Concentration (per 100 gals. Water)	Estimated Application Rate Per Acre
Viewpoint*	Imazapyr, Aminocyclopyrachlor, Metsulfuron methyl	1oz (dry)/gallon	
Thinvert RTU	Paraffinic oil blend	99.50%	
			3-7 Gallons/ac

*1 oz Viewpoint = 1 oz of Method 240 SL, 1.25 oz of Polaris or Arsenal 2NS, and .12 oz of Escort

Tank Mix #1 for Low Volume Foliar (LVF) Treatment Applications

Herbicides & Adjuvants	Active Ingredient	Mix Concentration (per 100 gals. Water)	Estimated Application Rate Per Acre
Krenite S	Ammonium salt of fosamine	6-10%	
Escort XP	Metsulfuron methyl	2-4oz (dry)	
Arsenal Powerline or Polaris	Imazapyr	1/8 - 1/4%	
Induce, Clean Cut, MSO wetland labeled or equivalent	n/a	1/4%	
			Gallons/ac = 3-15

Tank Mix #2 for Low Volume Foliar (LVF) Treatment Applications

Herbicides & Adjuvants	Active Ingredient	Mix Concentration (per 100 gals. Water)	Estimated Application Rate Per Acre
Rodeo	Glyphosate	3-5%	
Escort XP	Metsulfuron methyl	2-4oz (dry)	
Arsenal Powerline or Polaris	Imazapyr	1/8 - 1/4%	
Induce, Clean Cut, MSO wetland labeled or equivalent	n/a	1/4%	
			Gallons/ac = 3-15

Tank Mix #3 for Low Volume Foliar (LVF) Treatment Applications

Herbicides & Adjuvants	Active Ingredient	Mix Concentration (per 100 gals. Water)	Estimated Application Rate Per Acre
Milestone	Aminopyralid - Tripromine	1/3%	
Escort XP	Metsulfuron methyl	2-4oz (dry)	
Arsenal Powerline or Polaris	Imazapyr	1/8-1/2%	
Induce, Clean Cut, MSO wetland labeled or equivalent	n/a	1/4%	
			Gallons/ac = 3-15

Tank Mix #4 for Low Volume Foliar (LVF) Treatment Applications

Herbicides & Adjuvants	Active Ingredient	Mix Concentration (per 100 gals. Water)	Estimated Application Rate Per Acre
Escort XP	Metsulfuron methyl	2-4oz (dry)	
Arsenal Powerline or Polaris	Imazapyr	1/2%	
Induce, Clean Cut, MSO wetland labeled or equivalent	n/a	1/2%	
			Gallons/ac = 3-15

Tank Mix #5 for Low Volume Foliar (LVF) Treatment Applications

Herbicides & Adjuvants	Active Ingredient	Mix Concentration (per 100 gals. Water)	Estimated Application Rate Per Acre
Garlon 4 Ultra	Triclopyr	2-4%	
Escort XP	Metsulfuron methyl	2-4oz (dry)	
Aresenal Powerline or Polaris	Imazapyr	1/8 -1/4%	
Induce, Clean Cut, MSO wetland labeled or equivalent			
			Gallons/ac = 3-15

Tank Mix #6 for Low Volume Foliar (LVF) Treatment Applications (CT only)

Herbicides & Adjuvants	Active Ingredient	Mix Concentration (per 100 gals. Water)	Estimated Application Rate Per Acre
Method 240SL	Aminocyclopyrachlor	0.39% = 50oz/100 gallons H2O	
Escort XP	Metsulfuron methyl	2-4oz (dry)	
Arsenal Powerline or Polaris	Imazapyr	1/2%	
Induce, Clean Cut, MSO wetland labeled or equivalent	n/a	1%	
			Gallons/ac = 3-15

Tank Mix #1 Hydraulic Foliar Wire Zone (WZ) Treatment Application (CT only)

Herbicides & Adjuvants	Active Ingredient	Mix Concentration (per 100 gals. Water)	Estimated Application Rate Per Acre
Garlon 3A	Triclopyr	2qt	
Method 240 SL	Aminocyclopyrachlor	11oz	
Escort XP	Metsulfuron methyl	1.5oz	
Milestone	Aminopyralid	4oz	
Clean Cut	n/a	2qt	
			Max Gallons/ac = 163

Tank Mix #2 Hydraulic Foliar Border Zone (BZ) Treatment Application (CT only)

Herbicides & Adjuvants	Active Ingredient	Mix Concentration (per 100 gals. Water)	Estimated Application Rate Per Acre
Garlon 3A	Triclopyr	2qt	
Freelexx	2, 4-Dichlorophenoxyacetic acid	2qt	
Escort XP	Metsulfuron methyl	1.5oz	
Clean Cut	n/a	2qt	
			Max Gallons/ac = 210

Tank Mix #1 Low Volume Basal or Cut Surface Treatments (CST) Applications

Herbicides & Adjuvants	Active Ingredient	Mix Concentration (per 100 gals. Water)	Estimated Application Rate Per Acre
Garlon 4 Ultra	Triclopyr	25%	
Arborchem Basal Oil w/dye	refined petroleum oil	75%	
			Max Gallons/ac = 10

Tank Mix #2 Low Volume Basal or Cut Surface Treatments (CST) Applications (CT only)

Herbicides & Adjuvants	Active Ingredient	Mix Concentration (per 100 gals. Water)	Estimated Application Rate Per Acre
Garlon 4 Ultra	Triclopyr	25%	
Milestone	Aminopyralid	1%	
Arborchem Basal Oil w/ dye	refined petroleum oil	74%	
			Max Gallons/ac = 5.5

Tank Mix #3 Low Volume Basal or Cut Surface Treatments (CST) Applications

Herbicides & Adjuvants	Active Ingredient	Mix Concentration (per 100 gals. Water)	Estimated Application Rate Per Acre
Garlon 4	Triclopyr	20%	
Methylated Seed Oil (MSO)		80%	
			Max Gallons/ac = 8

IV. Performance Period

Contractor shall commence the performance of the services set forth in the Contract Documents after January 1 and shall complete all annual work on or before December 31st of the contract year, unless otherwise agreed to in writing by Owner.

All identified touch-up work must be completed by August 15th of the next year following completion of a project.

Normally, inclement weather will not be considered an uncontrollable condition and the contractor will be required to adjust crew levels and manpower to complete the project within the specified time frame.

Working Beyond Owner's Work Period - The calendar week runs from Sunday through the following Saturday. Except for emergency restoration, all work shall be performed during Eversource normal

working hours, Monday through Friday excluding company holidays. Work outside the normal working hours requires prior approval by the Owner's Representative.

V. Owner – Contractor Meetings

The Contractor and Owner's Representative shall meet within 30 days after contract(s) is awarded to review job requirements, crew compliments and the Contractor's proposed schedule for the performance of all work.

A written schedule is required along with a listing of all Contractor personnel and their respective state pesticide applicators license numbers as well as the Contractors management's and field supervision's contact phone numbers.

The written schedule shall show at a minimum the Contractor's proposed format for the performance of notification as well as vegetation control on all bid packages awarded.

The Owner will schedule periodic meetings to discuss safety, review performance, and discuss KPIs.

VI. Communications

A. Incident Notification

Contractor shall notify the Owner's Representative immediately after any of the following:

- Contractor incidents involving employee accidents or injuries
- Electrical contact with contractor employee or equipment
- Contractor caused electrical outages
- Equipment or material accidents or damage
- All pesticide, fuel, or oil spills

Contractor will submit an Incident Report Form, **EXHIBIT B**, within 2 working days of incident. All incidental property damage or locations where damage cannot be mitigated require the submission of the Eversource Image Report, **EXHIBIT C**, per the Eversource Image policy.

B. Vegetation Threats

All conditions where vegetation appears to present a risk to the electric facilities must be reported to Eversource via the Inspection Form, **EXHIBIT D.**

C. Unresolved Complaints

Contractor shall notify Owner's Representative of any unresolved complaints within 2 working days of last contact with property owners, abutters, or town or state officials.
If a property owner refuses to allow the performance of the work as specified, the Contractor shall inform the Owner's Representative immediately for resolution.

D. Crew Locations

Contractor shall provide the work location for each crew via email for the upcoming three (3) weeks by close of business Tuesday to the company arborist; otherwise, crews will not be able to work for the entirety of the next week. Daily locations should be sent to area arborist via email/text.

E. Weekly Reports

Eversource Weekly Transmission Tree Work Report (form OP3368) shall be completed daily and submitted to the Owner's Representative weekly. The report shall be complete and provide all information relative to the project including the line or project numbers(s) all labor and equipment hours, amounts of herbicide mixtures and materials used, amount of area treated, location of areas treated (by structure number, road crossing or substation) and the number of trees removed within the ROW or along the ROW edge.

Contractor Supervision shall review, sign and date all completed time sheets and submit to the Owner's Representative by Tuesday of the week following the ending date on the time sheet. The Owner's Representative shall review and accept time sheet information and sign and date the time sheet verifying work and time sheet information is accurate.

F. Monthly Reports
The contractor will report in the first week on new month updates of completed projects by acre/mile. Additionally, the contractor will submit updates for KPIs including man-hours worked on Eversource Property and miles driven.

G. Pesticide Application Records
Contractors are required to adhere to all state pesticide laws regarding the completion and retention of daily pesticide application records for all herbicide applications. These records may be requested by Eversource if issues or questions regarding applications is required.

H. Project Summary Reports
The Contractor shall submit summary information on the Eversource System ROW Herbicide Application Summary Report Form, **Exhibit E** for each project worked that year.

Information required on this form includes the total acreage treated using the various application methods and materials as well as the total volumes of herbicide mixtures applied, the total amounts of each individual herbicide product applied, along with corresponding acreage. The summary report shall also list the total man hours, man-days and calendar days required to complete the project. A man-day is considered an 8-hour day.

All Project Summary Reports are due before January 31st of the next year following completion of a project.

I. Location Release Request
If a project has been started, the Contractor shall put in a formal request with Manager – Transmission Vegetation Management to get permission to mobilize off the property before the project's completion. Approval is needed prior to crews being released for storm operations or to relocate to another project inside or outside the service territory.

VII. Notifications

The required notification process and procedures will be outlined in the Section II's Appendices for each Bid Package. In general, the contractor shall follow Outreach Protocol as listed in **EXHIBIT H: Eversource Transmission Outreach Protocol**. Notification shall be done as directed by owner representative and may include informing property owners and ROW abutters with homes or buildings located within 200 feet of the ROW or with maintained property to the edge of the ROW or within the ROW area, of the proposed work prior to the commencement of work. The amount of time required for this notification prior to the start of work varies by state.

Notification may be made by personal visit, phone contact or use of a Company-approved door hanger. When door hangers are used, the Contractor will provide the contact name and a phone number for both the Contractor and the Owner's Representative handling the project.

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If requested, the contractor may mail by first class a notice to affected property owners and abutters. The company will provide a list of property owners for the mailing of notices by first class postage and door hanger notification.

The Notification person(s) shall always ask/inquire property owners about spraying, cut stump, trimming, and/or tree removals per full specification regardless of previous customer contact or information noted on structure sheet/prescription.

The contractor shall serve as the primary contact for any property owner questions regarding the work to be performed. If the property owner has further questions or wants to verify the discussion, then attention should be directed to the Owner's Representative. All notification material and methods shall include the name of the Owner's Representative to all property owners notified of impending work.

All notification must be logged to show the line or project number, the date the notification was made, the method of notification, address of the property notified, and the name of the person contacted if notification was made in person or by phone. Log all notification on **EXHIBIT F.**

VIII. Performance Evaluations

During work, the Contractor and its crews shall be reviewed to determine effectiveness and performance levels in accordance with the established Eversource Vegetation Management Rights-of-Way KPIs and Contractor Scorecard. KPIs are identified in **EXHIBIT G.**

IX. Drawings and Maps

All maps and structure lists provided at the technical meetings and through Procurement communication will be considered as attachments to this contract.

Associated documents to be included as parts of the contract package include the ROW Section II, Appendix A Special Conditions for Transmission Vegetation Management by Project Number/Structure Lists and Project Maps.

X. Attachments & Exhibits

- ATTACHMENT: SPECIFICATION FOR RIGHTS-OF-WAY VEGETATION MANAGEMENT SECTION III TECHNICAL REQUIREMENTS 2025
- APPENDIX A: Special Conditions for each Bid Package
- EXHIBIT A: Contract Milestone Inspection Form
- EXHIBIT B: Incident Report Form
- EXHIBIT C: Eversource Image Form
- EXHIBIT D: Eversource Inspection Form
- EXHIBIT E: ROW Herbicide Application Summary Report
- EXHIBIT F: Notification List
- EXHIBIT G: Eversource KPIs
- EXHIBIT H: Eversource Transmission Outreach Protocol
- Pricing Schedules for Bid Packages for Unit Price Work, Unit Price Tree Removals, and T&M rates

XI. Definitions

BID PACKAGE - a ROW or set of ROWs grouped together to be bid on.

CONTRACT DOCUMENTS – Documents including the General Terms and Conditions, the Section II SPECIAL CONDITIONS, Appendix and the SECTION III TECHNICAL REQUIREMENTS, plus any Purchase Orders issued there under, including all attachments and exhibits.

CONTRACTOR - the person or company that agrees to furnish all labor, equipment, materials, supervision and services necessary to perform and complete the project in accordance with the Contract Documents.

GO-BACK - those locations where Contractor performed incomplete or improper Services, requiring Contractor to return to the location to correct or complete Services.

KPI - Key Performance Indicators.

NON-COMPLIANT LOCATION - locations where clearances have been restricted due to property owner demands or easement restrictions.

OWNER - Eversource.

OWNER'S REPRESENTATIVE - the individual identified by Owner as a representative of the Owner to with Contractor.

QC - Quality Control Performed by Owner or Owners Representative.

ROW - Rights-Of-Way.

SERVICES – Utility Line Clearance and related vegetation management services to be provided by Contractor pursuant to the terms of the Contract Documents.

T&M – time of defined labor and equipment, plus any materials.

TOUCH-UP –Work performed typically during the next growing season to achieve acceptable control of vegetation.

UNIT PRICE - payment based on a price per unit (acres/miles/trees) completed.

REDACTED

Exhibit C

Pricing Schedule

Project / ROW	Description	Lines	Operating Areas	Total Line Acres - Current	Miles	Unit Maintenance Method *	Lump Sum Price
CT-19	Falls village to North Canaan S/S; Falls village- Torrington Terminal; Falls village - Salisbury S/S to NY line	694, 693, 667, 689, 690	NW	488.50		CF	[redacted]
CT-31	Kleen to Hopewell S/S; CT river to Portland S/S to Ames Jct; Hopewell S/S to Manchester S/S; 1767 bypass to Manchester S/S	3424, 1443, 1759, 1767, 368, 310	CN	640.10		CF	

CODE	DESCRIPTION	RATE
	Labor	
L1	FOREMAN	[redacted]
L2	GROUNDMAN	
L3	FLAGGER	
L4	GENERAL FOREMAN	
L5	CLIMBER	
L6	LEAD FOREMAN / OPERATOR	
L8	CRANE OPERATOR	
L9	MOWER OPERATOR	
L11	EQUIPMENT OPERATOR	
L12	DISPATCHER	
P1	WORK PLANNER	
	EQUIPMENT	
E1	55' Bucket Truck	[redacted]
E2	60'-65' Bucket Truck	
E3	65-70' Bucket Truck	
E4	Drum Chipper	
E5	Disc Chipper	
E6	Disc Chipper w/ winch	

REDACTED

E7	Log Truck	[redacted]
E8	Chip Truck	
E9	3/4 Ton Pickup	
E10	Power Blower	
E11	Hydraulic Pruner	
E12	Stump Grinder	
E13	Chainsaw 12-18"	
E14	Chainsaw 19-24"	
E15	Chainsaw 25-36"	
E16	Brush Saw	
E17	Crane	
E18	Forwarder w/ bucket	
E19	Skidder bucket	
E20	Skid Steer/Tractor w/Attach	
E21	ATV	
E23	4X4 Bucket Truck 55'-60'	
E24	18" Chipper	
E25	Backyard Lift 50'	
E26	15" Drum Chipper	
E27	Off Road Track Lift	
E28	Crew Cab Pickup	
E29	Mini Excavator w/Attach	
E30	Excavator - 30	
E31	Mulching Mower	
E32	Hook Lift w/15 YD Can	
E33	Service Vehicle	
E34	Mechanical side trimmer	
E35	Bucket Loader - 3 YD.	
E36	Bulldozer - D3	
E37	Hydraulic Truck Sprayer	
E38	Finn Hydro-Seeder	
E40	70' Skidder Bucket	
E41	100' Lift	
E42	Snowmobile	
E45	Support Truck	
E47	Tracked Chipper	
E48	90' Ommelift	
E49	Sennebogen 718	
E50	Albach Chipper	
E51	Attachment for E30	
E52	Tractor / Triaxle	
E53	Sennebogen 728	
E54	Fallbach Crane	
	MATERIAL	
M1		
M2		

REDACTED

	UNIT REMOVAL w/ debris clean up & wood removal	
R2	>= 5 - 12" Removal	[redacted]
R3	>= 12 - 18" Removal	
R4	>= 18 - 24" Removal	
R5	>= 24 - 30" Removal	
R6	>= 30 - 36" Removal	
R7	> 36" Removal	
	UNIT REMOVAL w/ leaving wood	
R2w	>= 5 - 12" Removal	[redacted]
R3w	>= 12 - 18" Removal	
R4w	>= 18 - 24" Removal	
R5w	>= 24 - 30" Removal	
R6w	>= 30 - 36" Removal	
R7w	> 36" Removal	
	OTHER RATES	
DSP	PERDIEM (per man per day)	[redacted]

REDACTED

SPECIFICATION FOR RIGHTS-OF-WAY VEGETATION MANAGEMENT

SECTION III
TECHNICAL REQUIREMENTS
2025

I. Objective

The primary purpose of Rights-of-Way (ROW) vegetation control is to provide a clear and accessible area for the safe operation, review, and maintenance of electric facilities located on the ROW. Reliability will be preserved through the removal of all incompatible tree, shrub, and vine species that have the potential to encroach within the minimum vegetation clearance distances (MVCD) between the vegetation and the overhead electric conductors, encroach into Minimum Approach Distance (MAD) limiting safe work conditions, or impede physical or visual access along the ROW. Vegetation species such as native grasses, flowers, ferns, and low growing shrubs are considered desirable and shall be preserved whenever possible.

II. General Requirements

This document describes the specification of work and technical requirements for the Eversource Transmission Program. This specification covers the selective vegetation control of incompatible tree, shrub, and vine species on Eversource transmission ROWs. Management will be performed through the integrated use of manual, mechanical, chemical, and/or other means to remove potentially conflicting trees, tree parts, shrubs, and/or vines from encroachment with the overhead conductors, electric facilities, and/or access throughout the ROW.

- All work shall be performed by contractors who are qualified Utility Line Clearance Arborists. Safety shall take precedence over all requirements described herein and at no time shall work be performed in an unsafe manner.
- All contact with the public and government officials shall be done in a courteous manner and interaction shall be reported back to Owner's Representative.
- Work shall be subject to inspection by Eversource and government officials at any time. The crew foreman or the contractor's designee shall notify Eversource of work location changes made during the day.
- Work shall be performed in such a manner that it will not interfere with or affect in any way the operation of any existing energized lines or electrical equipment, except as specifically directed by Eversource.
- All Utility Line Clearance work shall be performed in strict accordance with all applicable federal, state and local governmental laws and regulations or approved standards and safety practices – ANSI A300, ANSI Z133, OSHA 29 CFR 1910.269. The contractor shall be responsible for the knowledge, supervision, and enforcement.
- The crew foreman shall add information daily for all T&M work by completing and submitting weekly company approved reporting forms.
- Crews shall work progressively along the transmission system, as directed by Eversource. Crews shall complete all work on a given portion of the line before starting work at another location, unless otherwise approved by Eversource
- Re-work will be required to correct all situations where work quality control (QC) is determined by Eversource to be improper.

III. Scope of Work

A. Maintenance Zones

The type of maintenance methods will be dictated by Eversource. The management of vegetation within the established cleared limits of the ROW may be performed in one of two ways, a two-zone management approach or a one-zone approach. The method designated is based on the transmission facilities, number of facilities (lines) within ROW, width of maintained cleared limit or easement, topography, and plant community.

Each ROW shall be designated as one or two-zone maintenance by Eversource in Section II Appendices for that ROW.

1. Two-Zone Maintenance

Management of vegetation within ROW clearing limits shall be performed in accordance with the two-zone maintenance concept for designated transmission ROWs. A wire and a border zone shall be developed and maintained in accordance with these specifications (**Diagram 1**).

Wire Zone: The wire zone shall include the area directly beneath the overhead conductors extending outward a distance from the outermost conductor(s) based on voltage*:

Voltage Class	Wire Zone
<230kV	25 feet
>=230kV	35 feet

Border Zone: The border zones shall include all areas from the Wire Zone limit to the edge of the maintained width of the ROW.

2. One-Zone Maintenance

Management of vegetation within ROW boundaries shall be performed for ROWs designated by Eversource as one-zone. The entire maintained width of the ROW is managed as a wire zone while providing a minimum clearance from Transmission facilities as listed below unless otherwise stated in Section II Appendices,~~.~~ (**Diagram 2**).

Wire Zone: The wire zone shall include the area directly beneath the overhead conductors extending outward a distance from the outermost conductor(s) based on voltage*:

Voltage Class	Wire Zone
<230kV	25 feet
>=230kV	35 feet

Trees located along the edge of clearing and stemmed within 25’ of the conductor shall be identified and reported to Eversource Arborist.

*** Wire Zone distance consistant with Eversource OTRM-30**

B. Maintained ROW Areas

Maintained ROW areas will include all ROW sections where the company owns the land encompassed by the ROW in fee, where easement rights or environmental concerns do not restrict or alter the preferred maintenance method(s), or where physical features do not require a maintenance practice different than the preferred method(s).

1. Wire Zones: The wire zone is managed to promote a compatible plant community dominated by grasses, flowers, ferns, and small shrubs under 3 feet in height at maturity. The allowed mature plant height may be modified, up to 15 feet in height at maturity by species, to accommodate established

herbaceous, or woody plant communities. These communities not only protect the electric facility and reduce long-term maintenance, but also enhance wildlife haibitat, forest ecology, and aesthetic values. All other plants with a mature height greater than 15 feet will be removed.

2. Border Zones: Woody vegetation that obtain heights greater than 30 feet at maturity by species at the time of maintenance will be removed. All other shrub species may remain where practical.

3. Edge of ROW Clearing: At edge of maintained ROW, a strip shall be cut (width,8 feet) on both sides of the ROW in its entirety excluding special condition areas.

4. **Invasive Species Control:** Invasive woody species should be controlled within the entire maintained areas include the following species but not limited to:

Glossy Buckthorn	*Frangula alnus*	Multiflora Rose	*Rosa multiflora*
Common Buckthorn	*Rhamnus cathartica*	Japanese Barberry	*Berberis thunbergii*
Russian Olive	*Elaeagnus augustifolia*	Honeysuckle	*Lonicera spp*
Autumn Olive	*Elaeagnus umbellate*	Common Barberry	*Berberis vulgaris*

C. Special Condition Areas

Special Condition areas are those areas where the preferred maintenance method cannot be used and must be modified or altered to obtain the desired control due to conflicting regulatory requirements. Special Condition areas shall include but are not limited to:

- Public water supply watersheds
- Public or private well locations
- Stream or river crossings
- Wetlands

Additional information provided in the contracts for each listed project will contain information where environmentally sensitive areas or areas were maintenance requirements must be modified due to location or property owner concerns will be noted in Section II – Special Conditions.

Within areas bordering stream and river channels, vegetation management should focus on the removal of tall growing tree species and attempt to preserve to the extent possible shrub and other compatible vegetation species that will provide screening and shade to the watercourse.

Within the Special Condition areas, herbicide applications shall be restricted from the following areas:

CONNECTICUT
- Within 100 feet of a public water supply well
- Within 50 feet of a private well
- Within wetland areas (10 feet from standing water)
- Within 10 feet of a river, stream or other body of water

MASSACHUSETTS
- Within any identified Zone I public water source
- Within 400 feet of a public water supply well
- Within 100 feet of a Class A public surface water supply
- Within 100 feet of a tributary within the Zone A of a Class A public surface water supply
- Within 10 feet of a tributary that exists beyond 400 feet of any Class A public surface water supply
- Within 100 feet for 400 hundred feet upstream of both sides of a river of a Class B public surface water supply intake
- Within 50 feet of a private well
- Within wet wetland areas (10 feet from standing water)
- Within 10 feet of a river, stream or other body of water
- Within 10 feet of any Certified Vernal Pool

NEW HAMPSHIRE

- Within public water supply watersheds without a state permit
- Within 50 feet of any public well
- Within 400 feet of a gravel packed well or 250 feet of a drilled well used for public water supply without a state permit
- Within 50 feet of a private well
- Within wet wetland areas (25 feet from standing water)
- Within 25 feet of a river, stream or other body of water

D. Access Roads, Gates, Structures, Guys, Barriers and Survey Posts

Existing ROW access roads, access to structures, and the structure themselves shall be cleared of all woody vegetation to a minimum width of 15 feet.

All woody vegetation is removed 30 feet back from primary road crossings or ROW wooden barrier if present.

Gates shall be cleared of all woody vegetation that would interfere with gate operation.

Guys and survey posts shall be manually cleared of all woody vegetation (including vines) to a radius of 5 feet at the anchor or post location.

Vines in contact with structures or guy wires shall be cut near the ground and cleared for 5 feet up the structure.

E. Substations

Substation perimeter fence areas shall be cleared of all woody vegetation to a radius of at least 10 feet. The clearing shall provide an unrestricted access, free of overhang, of at least 10 feet in width around the entire perimeter of the station fence as well as branches growing over fence. Hazard trees that have the potential to impact the substation may be added to the work scope at the Eversource Arborists' discretion.

IV. Maintenance Methods

Note: Unless otherwise directed in the Section II Appendices for each project, all slash and wood shall be removed from ROW. Exception is if property owner requests to leave wood. If chipping debris, then all chips need to be removed from ROW. All stumps shall be cut as low as practical, cut parallel to the ground and not more than 3 inches in height. Stump/trunk heights may be higher where there is embedded hardware or being used as supports for a fence. All wood waste must be managed as required within 30 calendar days of intial cutting.

A. Removal and Cut Floor (Manual/Mechanical)

Remove all incompatible vegetation, regardless of present height or dbh, to the edge of the maintained ROW width limits defined per the Scope of Work, Sections III. A.B.C. D. & E. in this document, this methods section and in the Section II, Appendix A details.

Vendors may mow incompatible woody vegetation and other cut vegetation. Vendors shall not mow all vegetation edge to edge. Operators must be mindful to preserve compatible vegetation, mowing in a mosaic maze like operation that targets major areas of incompatible woody vegetation. Stubble from mowing operations shall be as low as practical depending on the densities and terrain. Refer to state listed BMPs.

Cut cherry and maple trees in active pasture areas will be removed from the pasture immediately after cutting during the growing season and disposed of in an appropriate manner outside of the active pastures.
NOTE: wilted cherry & maple leaves are highly toxic to most livestock.

Special condition areas may be designated in Section II, Appendix A. If Section II, Appendix A calls for slash and wood to remain in a certain condition then diced or piled slash shall not be left within access areas or within the cleared areas around structures and guys. Slash and debris shall be kept out of rivers, streams,

river banks and bodies of water. Slash shall not be piled greater than 3 feet in height, within 50 feet of any road or within 25 feet of any ROW edge that also serves as a property boundary.

All maintenance method activity areas shall be patrolled by foot in advance and the following tasks performed in advance of cutting:

- Identification of all obstructions or fixtures that could impact equipment (fences, rocks, boulders, ledges, standing water, wetlands or unstable ground)
- Manual cutting and clearing around all guy wires, anchor points and structures (poles or towers) or other potential obstructions
- All Eversource structures or other obstructions that could be damaged by equipment be clearly identified.

The location and type of all potential obstructions or structures shall be communicated to the operator of the equipment before any mechanical activity is performed in the area.

The use of rear-mounted mowing units that require the operator to physically turn to observe and manipulate the mowing unit will not be allowed on the Eversource system. All mowing units must be equipped with front mounted mowing heads or decks**.**

B. Scheduled Maintenance Trimming (SMT)

All side pruning (SMT) shall provide the following “ground-to-sky” clearances between vegetation and the conductors:

Voltage Class	Minimum Side-Clearance	Minimum Side-Clearance (>750 foot spans)
<230kV	25 feet	30 feet
230kV	35 feet	43 feet
345kV	35 feet	50 feet
Distribution	20 feet	n/a

All pruning shall be performed in accordance with proper arboricultural practices (ANSI A-300). If pruning alone cannot provide the minimum clearances listed – the company arborist shall be notified, and efforts will be made to remove the offending trees.

C. Tree Removal

Removal of trees within or along the ROW shall be performed according to ANSI Z-133 and in such a manner as to eliminate any potential for the felled tree to come within a minimum distance of 15 feet of the transmission lines.

The use of mechanical felling machines (feller-buncher and harvesters) in compliance with OSHA 29 CFR Part 1910.266(f) may be used without topping trees as their design allows reasonable control of entire tree(s). Mechanical felling machine and crane operators must maintain ANSI Z133 Table Minimum Approach Distances to energized conductors and operate within the design limits of the equipment.

D. Tree Removal Outside of the Clearing Limit

Tree removal outside of the clearing limits but within the easement may be scheduled for removal based on tree owner notification and arborist evaluation and direction. All tree removal maintenance practices in Sect IV – C apply.

Tree removal outside of the clearing limits but outside of the easement may be scheduled for removal based on tree owner approval and arborist evaluation and direction. All tree removal maintenance practices in Sect IV – C apply.

E. Herbicide Applications

The contract includes the chemical control of all incompatible vegetation to the edge of the maintained ROW width limits. The details of the chemical control are defined in the Scope of Work sections in this document (A, B, C, D, & E.), this methods section and in the Section II, Appendix A details.

Treatment is generally carried out in two phases: Preparatory cut with cut stump treatment (CST) and Foliar or Basal treatment. Foliar treatments shall be worked with company approval between June 1st and September 30th. All other treatments may be applied within the calendar year per company approval.

All incompatible vegetation may be controlled using one or more of the following methods:

- Prep Cut with CST
- Low Volume Foliar (LVF)
- Ultra-Low Volume Foliar
- Low Volume Basal

Incompatible species may be treated standing (basal or foliar applications) when stems are less than 12 feet in height at the time of application. Stems exceeding 12 feet in height at the time of maintenance shall be cut (Prep Cut) and subsequently treated immediately with a cut surface herbicide (CST). Vines less than 12 feet in height shall be controlled using a foliar application. Incompatible vegetation that is located within or adjacent to landscaped and/or lawn areas shall be cut, disposed of properly and stump treated, in place of foliar applications to reduce the risk of potential damage to landscaping plants or grass areas.

The following herbicide materials are approved for use on the Eversource system:

FOLIAR APPLICATIONS
- ESCORT XP*
- ARSENAL POWERLINE*
- AQUANEAT*
- ROUNDUP CUSTOM ATU*
- ROUNDUP PRO*
- RODEO*
- GARLON 4 ULTRA*
- GARLON 3A*
- KRENITE S*
- MILESTONE*
- METHOD 240 SL*
- VASTLAN*
- VIEWPOINT*
- PATRIOT*
- POLARIS*

BASAL APPLICATIONS
- GARLON 4 ULTRA*
- POLARIS*

CUT SURFACE APPLICATIONS
- RODEO*
- POWERLINE*
- KRENITE S*
- GARLON 4 ULTRA*
- PATHFINDER II*
- POLARIS*

* Sensitive area approved herbicide for Massachusetts

Note: Application mixtures may be specified within the contract requirements Section II

V. Environmental

All work performed will comply with all pertinent state statutes and federal regulations regarding herbicide use and applications. To be environmentally compliant, all crews performing herbicide applications shall be trained in the proper methods and use of herbicide application techniques that will be employed.

All crew personnel shall be trained and knowledgeable in the proper actions for oil and pesticide spill containment and cleanup. All vehicles shall possess containment and cleanup equipment and materials at all times while performing work. All spills will be reported to the Owner's Representative. All state and federal agencies shall be notified if any spill meets the requirements for reporting to these agencies.

Contractor personnel must ensure that they follow all regulations as they relate to work within or travel through wetland areas.. Adverse impacts to wet areas shall be avoided. Mechanized vehicles shall not be used in wet areas without proper matting to reduce rutting or soil comingling/disturbance. Eversource Representative shall be notified of any inadvertent entry and damage to wetlands (Image form)

Contractor personnel must also ensure that they follow all prescribed maintenance requirements in state-listed protected species habitats as provided by the Owner as part of the contract information.

VI. Company Oversight

All projects will be managed by an Owner's Representative who will have the responsibility to oversee the work and conformance to the contract requirements and maintenance specifications.

The Owner's Representative shall perform routine inspections of all crews during the performance of the work. These inspections will include crew evaluations and specifically review work for compliance with all contract requirements and specifications. Reviews will also focus on environmental issues and the performance of work in and around designated sensitive areas. Problems or deficiencies shall be addressed immediately with Contractor crews, Contractor supervision and Eversource's Transmission Vegetation Management. All problems noted with the work being performed will be documented and provided to the Contractor for correction. The Contractor shall provide written documentation on the proposal for problem resolution and corrective actions.

All projects will be managed by a designated Contractor Representative who will have the responsibility to oversee the work to ensure conformance to all safety and contract requirements and maintenance specifications.

VII. Miscellaneous

A. Changes to Contract Requirements

In the event changes are requested in any portion of the contract such as delaying maintenance to a period outside of the normal period or alternative methods of control to those listed in the specification, the Contractor must first request such modifications in writing to the Manager – Transmission Vegetation Management. All requests for modifications must be made well in advance of the need for the proposed modification. Any requested modifications must state a reason as to why the revision is necessary and is in the best interest of the Contractor's and company's needs. Modifications can only be implemented upon a written approval from the Manager – Transmission Vegetation Management.

B. Access for ROWs

The Owner will provide information on the appropriate access points to ROW where they exist. The Owner's Representative will supply keys and combination numbers for all Company locked gates. The Contractor shall be responsible for identifying any other access points needed not designated by the company for review and obtaining permission by the company.

VIII. Definitions

ANSI A300 – The American National Standard for Tree Care Performance Standards.

ANSI Z133– The American National Standard for Arboricultural Operations - Safety Requirements.

Diameter Breast Height (dbh) - Diameter of a tree measured at a point 4 1/2 feet above ground.

Maintained Width of ROW – The extent to which the ROW has previously been maintained in accordance with Sect III A.

Minimum Approach Distance (MAD) - A distances to ensure that workers do not approach or take any conductive object closer to the energized parts as set forth in OSHA 1910.269 for qualified workers.

Minimum Vegetation Clearance Distances (MVCD) - A calculated minimum distance method of calculating a flash over distance that has been used in the design of high voltage transmission lines. Keeping vegetation away from high voltage conductors by this distance will prevent voltage flash-over to the vegetation. Refer to FAC-003.

Incompatible Vegetation – Tree, shrub or vine species that exceed the height limit at maturity defined in this specification based on maintenance zone, exceed clearance tolerances to conductors regardless of mature height, or all woody vegetation to be removed around company designated structures.

OSHA – Occupational Safety and Health Administration.

Rights-of-Way (ROW) - The corridor of land under a transmission line(s) needed to operate the line(s). The ROW width in no case exceeds the applicable Transmission Owner's legal rights.

Slash – non-standing debris less than 6 inches in diameter left after clearing operations.

Substation - An electrical facility that receives electricity at high voltages and reduces the voltage so that it can be passed on to customers at a lower voltage.

Utility Line Clearance Arborist – A qualified worker or trainee verified by contractor who has been exposed to and trained to meet the requirements per OSHA 29 CFR 1910.269.

DIAGRAM 1:

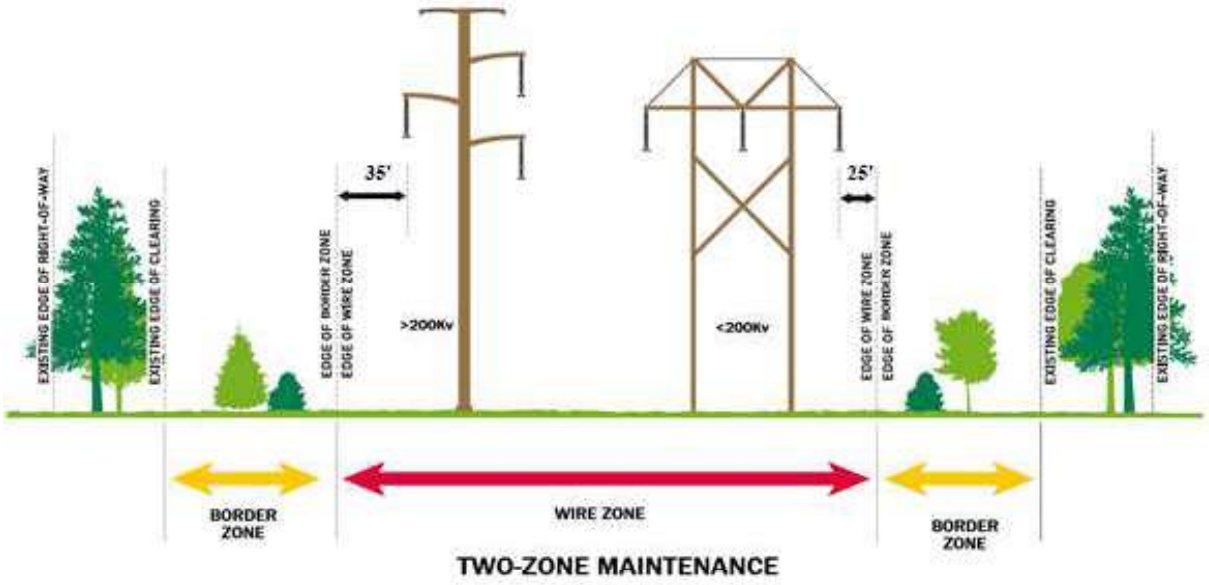
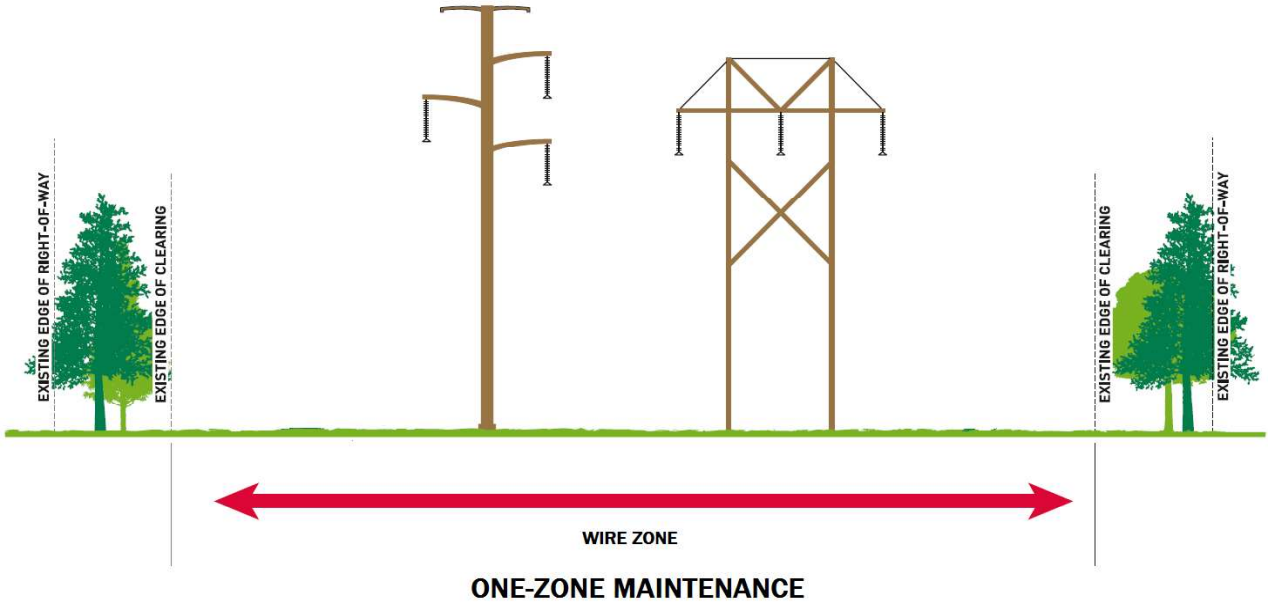


DIAGRAM 2:



REDACTED

Property Impact and Incidental Property Damage Procedure

I. PURPOSE

This procedure serves as the standard for customer communications, work site management and remediation of property damage to be followed when an Eversource employee(s) and/or contractor(s):

- Anticipates customer property impacts to the original condition of a customer's property while performing work on behalf of the company or the customer.
- Encounters a situation where property impacts were not anticipated but were determined to be required.
- Causes incidental customer property damage while performing work on behalf of the company or the customer.

This procedure excludes property impacts caused by minor and major storm events and necessary rights-of-way activities. This procedure also provides requirements for employees when the recovery and claims processes are implemented and does not waive Eversource's rights and remedies.

II. AREAS/PERSONS AFFECTED

- Eversource employees
- Eversource contractors

III. POLICY

Eversource's mission to deliver reliable energy and superior customer service requires all of us to conduct work in a manner that ensures our employees' and customers' safety, and results in the desired customer outcomes through proactive communications. This includes taking steps to avoid causing property impacts and/or incidental customer property damage, when possible. Doing so will further our commitment to meet the highest expectations of our customers.

IV. DEFINITIONS

Customer Property Impact – Changes to the original condition of a customer's property that are anticipated and/or known prior to, or while performing, the work.

Customer Resolution Group – The department within the Customer Group responsible for implementation and management of the recovery process associated with customer property impacts and incidental property damage.

Emergent Work – Work that is performed to ensure public or employee safety or to restore service to our customers.

Incidental Customer Property Damage – Customer property damage that occurs when a change in the condition of a customer's property occurs as a result of a preventable, unintended consequence while performing work.

Local Control – Decisions made by operating company leadership.

Feasible – Practical and achievable activities within work scope, timing and resources.

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Property Impact and Incidental Property Damage Procedure

V. WORK SITE STANDARDS AND MANAGEMENT PROTOCOL

Treat each customer interaction as an opportunity to build trust, instill confidence and demonstrate respect for our customers' time, property and information needs.

Attempt to notify the customer(s) prior to beginning any work on their property.

Minimize our impact to customer property when performing our work.

If impact or damage occurs, work with the customer to safely restore his or her property to its pre-work condition, or to the extent feasible.

Procedure Description

Workers will ensure work sites are free from accumulations of waste material, debris or rubbish associated with the work.

Cleaning will be conducted on a daily basis. All equipment, temporary structures, waste and other surplus construction materials will be removed at the end of the day, unless required for later stages of the work. Materials left on site will be secured through job completion.

When planned field work has the potential to result in an impact to the customer's property, steps will be taken to notify the customer of the impact and any necessary repairs.

If a customer's property is damaged, the field worker(s) on site will talk with his or her supervisor. Then he or she will attempt to notify the customer/property owner of what happened and how we are going to fix it.

If the customer is not at the location where impact occurred, the worker will place a door hanger to provide notification, reassuring the customer of the company's commitment to make it right. This may include remediation steps to restore the customer's property to its pre-work condition, to the extent feasible. If this cannot be achieved, the recovery process (see Appendix A) will begin.

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Known Property Impact

VI. PROCEDURE

A. Known or Potential Customer Property Impact Associated with Planned or Emergent Work and Further Repair

Steps shall always be taken to avoid customer property impact, when possible. Examples include positioning a vehicle to avoid impact to customer property and consideration of boring versus direct burial excavation.

When customer property impact cannot be avoided, the field employee will attempt to notify the customer of the impact beforehand, when possible. If the customer is not at the location (for example, at the home or business) nor available by telephone, a Supervisor or Designee will follow up and contact the customer as soon as possible, but no more than two business days, to:

a. Discuss the work and repairs completed and/or under way.
b. Schedule the repairs at a mutually agreed upon date and time.

Responsibilities

Employee/Contractor in Charge of the Job

1. Notify the customer (face to face, door hanger, telephone call) with general work scope and impact to the property. This includes explaining how repairs shall be handled and any follow-up actions and communications associated with the repair plan. A door hanger will be left for the customer, even if the customer is home, in order to provide the customer with the Eversource supervisor's name and phone number.

   NOTE: Repairs shall be consistent with Eversource's Remediation Standards. (see Appendix F)

2. Complete the work associated with the job and the repair(s), if possible.

   If the repair has commenced or is completed immediately following the job, proceed to Step 3.

   If the repair was not completed immediately following the job, i.e., repairs will be made at a later date/time, proceed to Step 4.

3. Review the repair(s) with the customer, if possible.

   - If the customer is satisfied with the work and no further action is required, document the customer's satisfaction on the Property Impact/Incidental Damage Form (See Appendix B for the form).
   - If the customer is not satisfied with the work, document that a call-back is required on the Property Impact/Incidental Damage Form and inform the customer that a company representative will be in contact within two business days or less.
   - If the customer was not available to discuss the damage and subsequent repairs, leave a door hanger.

4. Fill out and provide the Property Impact/Incidental Property Damage Form to the Supervisor or Designee for further action by the end of the business day.

Known Property Impact

NOTE: Any customer interaction that may result in additional inquiries (for example, media or regulatory) shall immediately be reported to the Supervisor or Manager responsible for the planned or emergent work that was performed to ensure his or her awareness and to notify Community Relations, as appropriate.

Supervisor or Designee
If the work in the field was completed as specified, there is no follow up work, and the customer was directly notified and is satisfied, the process ends. If not, proceed to step 5.

5. The Supervisor or Designee shall contact the customer(s) involved as soon as possible, but no more than two business days, to:

- Explain the property impact and the repair action plan to the customer(s) not present at the location when the work was done (including the schedule for repairs, if not already completed), or
- Further discuss the repair(s) if they are not to the customer's satisfaction.
- If the customer is not satisfied with the repair action plan or remains dissatisfied with the repairs that have already taken place, scan a copy of the completed Property Impact/ Incidental Property Damage Form and forward to the appropriate Manager or Designee as soon as possible, but no more than two business days.

6. Record the information from each Property Impact/Incidental Damage Form into the tracking system. Refer to section C of this document, Property Impact/Incidental Damage Tracking and Reporting System.

7. If the repair work was performed when the job was completed, record the date, scope of work performed and the contractor (and contracting firm), if applicable, who completed the work. Once the cost of the repair becomes available or a reasonable cost estimate may be obtained, the Supervisor or Designee records this information into the Property Impact/Incidental Damage Tracking and Reporting System.

8. If the repair work was not performed when the job was completed, the Supervisor or Designee will schedule the work with the contractor and the customer and will record the date in the Property Impact/Incidental Damage Tracking and Reporting System. If this date changes, the revised date must also be entered into the Property Impact /Incidental Damage Tracking and Reporting System, along with whether the change was initiated by the customer or the company.

After the scheduled repair has been completed, the Supervisor or Designee will update the Property Impact/Incidental Damage Tracking and Reporting System with the date that the work was performed and the scope of work completed. If the work was performed by a contractor, then the name of the contractor and contracting firm will also be included in the Property Impact/Incidental Damage Tracking and Reporting System.

Once the cost of the repair becomes available, or a reasonable cost estimate may be obtained, the Supervisor or Designee records the information into the Property Impact/Incidental Damage Tracking and Reporting System.

9. For those jobs where the customer has or will be required to file a claim, scan the Property Impact/Incidental Damage Form and attach it to an email that will be sent to the appropriate Claims email box (see Appendix C).

Known Property Impact

- The name of the eastern Massachusetts email box is: claims.admin@eversource.com
- The name of the Connecticut, New Hampshire and western Massachusetts email address is: TrsNU-Claims_Administration_@ eversource.com

Manager Level or Designee

10. If the customer concern has been elevated to the Manager level, the Manager or Designee shall review the Property Impact/Incidental Damage Form and contact the customer(s) as soon as possible, but no more than two business days to resolve the open issues.

- If after discussing the repair with the customer and the customer agrees to further repairs, proceed with repairs accordingly and update the additional action steps in the Property Impact/Incidental Damage Tracking and Reporting System.
- In the event the customer remains dissatisfied, update the additional action steps in the Property Impact/Incidental Damage Tracking and Reporting System and notify the Director or Designee for further direction and action. This must take place as soon as possible, but no more than two business days from receipt of notice of escalation.

Director Level or Designee

11. If the customer remains dissatisfied and the concern is elevated to the Director level or Designee, review the Property Impact /Incidental Damage Form and contact the customer(s) as soon as possible, but no more than two business days to resolve the open issues.

- If after discussing the repair with the customer and the customer agrees to further repairs, proceed with repairs and update the additional action steps in the Property Impact/Incidental Damage Tracking and Reporting System.
- In the event the customer remains dissatisfied, and within two business days of being notified, scan and email the Property Impact/Incidental Property Damage Tracking Form, along with a summary in the body of the email of the conversation with the customer and any other pertinent information not included on the form, to the Customer Resolution group, who will initiate the recovery process.

The Customer Resolution Group email address is: ExecutiveInquiries@eversource.com

See Appendix D, Known Customer Property Impact Process Flow, for visual overview of the steps outlined above.

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Incidental Property Damage

B. Incidental Customer Property Damage or Further Repair

Steps shall always be taken to avoid incidental customer property damage.

Incidental customer property damage occurs when a change in the condition of a customer's property occurs as a result of a preventable, unintended consequence.

Examples include, but are not limited to, damaging a fence, a mailbox or causing landscape damage, such as putting a rut in a lawn or damaging a flower bed.

When incidental customer property impact occurs, the employee/contractor in charge of the job shall immediately report the incident to the Supervisor or Manager responsible for the job.

Responsibilities

Employee/Contractor in Charge of the Job

1. When incidental customer property damage occurs, immediately report the incident to the Supervisor or Manager responsible for the job.

2. Notify the customer (face to face, door hanger, telephone call) of the incidental property damage. This may include explaining how repair(s) shall be handled and any follow-up actions and communications associated with the repair plan. A door hanger will be left for the customer, even if the customer is home, in order to provide the customer with the Eversource supervisor's name and phone number.

   NOTE: Repairs shall be consistent with Eversource's Remediation Standards. (See Appendix F)

3. Complete the work associated with the job and the repair(s), if possible.

4. Review the repair with the customer, if possible.

   - If repair is not complete, provide status to customer and indicate that follow-up contact will be made by a company representative, within 2 business days.
   - If the customer is satisfied with the work and no further action is required, document the customer's satisfaction on the Property Impact /Incidental Property Damage Tracking Form and notify the Supervisor. (See Appendix B for the form)
   - If the customer is not satisfied with the work, document that a call-back is required on the Property Impact /Incidental Damage Form and inform the customer that the Supervisor responsible for the job will be in contact as soon as possible, but no more than two business days.
   - If the customer was not available to discuss the damage and subsequent repairs, leave a door hanger.

5. Fill out and provide the Property Impact/Incidental Property Damage Form to the Supervisor or Designee for further action by the end of the business day.

   NOTE: Any customer interaction that may result in additional inquiries (for example, media or regulatory) shall immediately be reported to the Supervisor or Manager responsible for the

Incidental Property Damage

planned or emergent work that was performed to ensure his or her awareness and to notify Community Relations, as appropriate.

Supervisor or Designee

6. The Supervisor or Designee shall contact the customer(s) involved by telephone as soon as possible, but no more than two business days to:

- Reach a customer who was not at home and received a door hanger to explain the property impact and the repair action plan (including the schedule for repairs).
- Reach a customer who was dissatisfied with our repairs to discuss the repairs and opportunities to achieve customer satisfaction.
- Notify the customer that a Claims Representative will call to discuss the situation if the required repair cannot be completed via local control (see Appendix C). Do not make a commitment on behalf of the company.

If the customer is not satisfied with the repair action plan or remains dissatisfied with the repairs that have already taken place, scan a copy of the completed Property Impact/Incidental Damage Form and forward to the appropriate Manager or Designee.

7. Record the information from each Property Impact/Incidental Damage Form into the tracking system. Refer to Section C of this document, Property Impact/Incidental Damage Tracking and Reporting System.

8. If the repair work was performed when the job was completed, record the date, scope of work performed and the contractor (and contracting firm), if applicable, who completed the work. Once the cost of the repair becomes available or a reasonable cost estimate may be obtained, the Supervisor or Designee records this information into the Property Impact /Incidental Damage Tracking and Reporting System.

9. If the repair work was not performed when the job was completed, the Supervisor or Designee will schedule the work with the contractor and the customer and record the date in the Property Impact/Incidental Damage Tracking and Reporting System. If this date changes, the revised date must also be entered into the Property Impact/Incidental Damage Tracking and Reporting System, along with whether the change was initiated by the customer or the company.

After the scheduled repair has been completed, the Supervisor or Designee will update the Property Impact/Incidental Damage Tracking and Reporting System with the date that the work was performed and the scope of work completed. If the work was performed by a contractor, then the name of the contractor and contracting firm will also be included in the Property Impact/Incidental Damage Tracking and Reporting System.

Once the cost of the repair becomes available, or a reasonable cost estimate may be obtained, the Supervisor or Designee records the information into the Property Impact/Incidental Damage Tracking and Reporting System.

10. For those jobs where the customer will be required to file a claim, scan the form and attach it to an email that will be sent to the appropriate Claims email box (see Appendix C).

- The name of the eastern Massachusetts email box is: claims.admin@eversource.com.

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Incidental Property Damage

- The name of the Connecticut, New Hampshire and western Massachusetts email address is: TrsNU-Claims_Administration_@eversource.com

Manager Level or Designee

11. If the customer concern has been elevated to the Manager level, the Manager or Designee shall review the Property Impact/Incidental Damage Form and contact the customer(s) as soon as possible, but no more than two business days to resolve the open issues.

- If after discussing the repair with the customer and the customer agrees to further repairs, proceed with repairs accordingly and update the additional action steps in the Property Impact/Incidental Damage Tracking and Reporting System.

- In the event the customer remains dissatisfied, update the additional action steps in the Property Impact/Incidental Damage Tracking and Reporting System and notify the Director or Designee for further direction and action. This must take place as soon as possible, but no more than two business days from receipt of notice of escalation.

Director Level or Designee

12. If the customer remains dissatisfied and the concern is elevated to the Director Level or Designee, review the Property Impact /Incidental Damage Form and contact the customer(s) as soon as possible, but no more than two business days to resolve the open issues.

- If after discussing the repair or the repair plan with the customer and the customer agrees to further repairs, proceed with the repairs and update the additional action steps in the Property Impact /Incidental Damage Tracking and Reporting System.

- In the event the customer remains dissatisfied, within two business days of being notified, scan and email the Property Impact/Incidental Damage Form, along with a summary in the body of the email of the conversation with the customer, to the Customer Resolution group, who will initiate the recovery process.

  The Customer Resolution Group email address is: ExecutiveInquiries@eversource.com

  See Appendix E, Incidental Customer Property Damage or Further Repair Process Flow, for visual overview of the steps outlined above.

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Incidental Property Damage

C. Property Impact/Incidental Damage Tracking and Reporting System

As previously outlined in this procedure, employees responsible for the job in the field will complete a Property Impact/Incidental Damage Form and provide the Supervisor responsible for the job with a copy of the completed form.

The Supervisor or Designee is required to track each Property Impact/Incidental Damage Form in the Property Impact/Incidental Damage Tracking and Reporting System.

In addition to the data on the form being completed by the employee or contractor involved in the property impact or incidental property damage, the Supervisor or Designee is also required to include the additional information referenced in this procedure. This includes, and is not limited to, the date the work is scheduled (if not completed on same day as the property impact or damage), the date the work is completed, the scope of the required work, the employee or contractor who performed the work, and the cost or cost estimate for the work.

This information will be combined into reports which will track activity for the new process over time, and the information will be shared with employees, contractors and management.

VII. REVISION HISTORY

Revision Number	Date	Reason
Rev 0	August 2013	Original issue
Rev 1	October 2013	Appendix F Revision
Rev 2	November 2013	Purpose and Definition Revisions, Page 1
Rev 3	February 2015	As of 2/2/15, Northeast Utilities is doing business as Eversource Energy ("Eversource")

VIII. APPENDIX

Appendix A – Recovery Process

Appendix B – Property Impact/Incidental Damage Form

Appendix C – Claims Process

Appendix D – Known Customer Property Impact Process Flow

Appendix E – Incidental Customer Property Damage or Further Repair Process Flow

Appendix F – Eversource Remediation Standards

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Property Impact and Incidental Property Damage Procedure, Appendix A

Recovery Process

The recovery process was designed to resolve customer issues involving property impacts or incidental property damage that have been escalated beyond the management staff within the business area responsible for the field work or the Claims area. The recovery process is being managed by the Customer Resolution Group, which currently handles other escalated customer issues for Eversource.

- If a customer is not satisfied after speaking with management staff in the area responsible for the field work or the Claims representative, then the Customer Resolutions Group – which is responsible for the recovery process – will be notified. Specifically, the Property Impact/Incidental Damage Form completed by the field employee will be scanned and sent to the Executive Inquiries email box at *ExecutiveInquiries@eversource.com*. Also included in the body of the email will be a summary of any subsequent conversations that took place with the customer and any other pertinent information not included on the Property Impact/Incidental Damage Form. The originator of the email will receive an email confirming receipt of the form.
- The Customer Resolutions staff will contact the customer within two business days of receipt of scanned form, and explain that his or her issues are under additional review.
- The Customer Resolutions staff will then review what has happened, and will determine whether or not the resolution offered to the customer was consistent with the new Property Impact and Incidental Property Damage Procedure. If additional action is required, the Customer Resolutions staff will work with their single point-of-contact in the business area responsible for the field work, and the customer, to bring the issue to closure. If the action taken was deemed to be appropriate, then the Customer Resolutions staff will notify the customer. Bringing the issue to closure with the customer will occur within three business days.
- The Customer Resolutions staff will notify the single point of contact responsible for field work and the Claims representative (if applicable) of issue closure.

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Property Impact and Incidental Property Damage Procedure, Appendix B

Property Impact / Incidental Damage

☐ PROPERTY IMPACT ☐ INCIDENTAL DAMAGE

BUSINESS GROUP		
ELECTRIC ☐ CT ☐ EAST MA ☐ NH ☐ WEST MA	GAS ☐ CT ☐ MA	TRANSMISSION ☐
DIVISION	DISTRICT / AWC	DEPARTMENT
DATE OF INCIDENT	TIME OF INCIDENT	

EMPLOYEE NAME	CREW LEAD NAME	☐ EVERSOURCE ☐ CONTRACTOR
RESPONSIBLE EVERSOURCE SUPERVISOR	CONTRACTOR COMPANY NAME *(IF APPLICABLE)*	CONTRACTOR SUPERVISOR NAME
WORK ORDER OR TROUBLE TICKET NUMBER *(IF APPLICABLE)*		
ADDRESS OF INCIDENT	TOWN / STATE	
TYPE OF DAMAGE / IMPACT		

CONTACT TYPE
☐ FACE-TO-FACE ☐ NONE
☐ TELEPHONE ☐ OTHER *(DESCRIPTION)* _____
☐ DOOR HANGER

CONTACT NAME	CONTACT PHONE NO.	CONTACT E-MAIL *(OPTIONAL)*
IS THE CONTACT PERSON THE PROPERTY OWNER? ☐ YES ☐ NO	PROPERTY OWNER NAME OR BUSINESS	PROPERTY OWNER PHONE NO.
STATUS OF REMEDIATION ☐ COMPLETED ☐ NOT COMPLETED	RESOLUTION	

IF REPAIR HAS BEEN COMPLETED, IS CUSTOMER SATISFIED OR IS A CALL-BACK FROM SUPERVISOR OR DESIGNEE REQUIRED?
☐ CUSTOMER IS SATISFIED ☐ CALL-BACK REQUIRED

EMPLOYEE SIGNATURE	TODAY'S DATE

SUPERVISOR SECTION

INITIAL FOLLOW-UP CALL:

SUPERVISOR NAME	SUMMARY
DATE CONTACT MADE	
CONTACT NAME	

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Property Impact and Incidental Property Damage Procedure, Appendix C

Claims Process

The goal is to have repairs made via local control; however, there will be instances based on cost considerations and the availability of contractor resources when the customer will be asked to work through the Claims process for compensation. The first step will be for a Claims Representative to contact the customer.

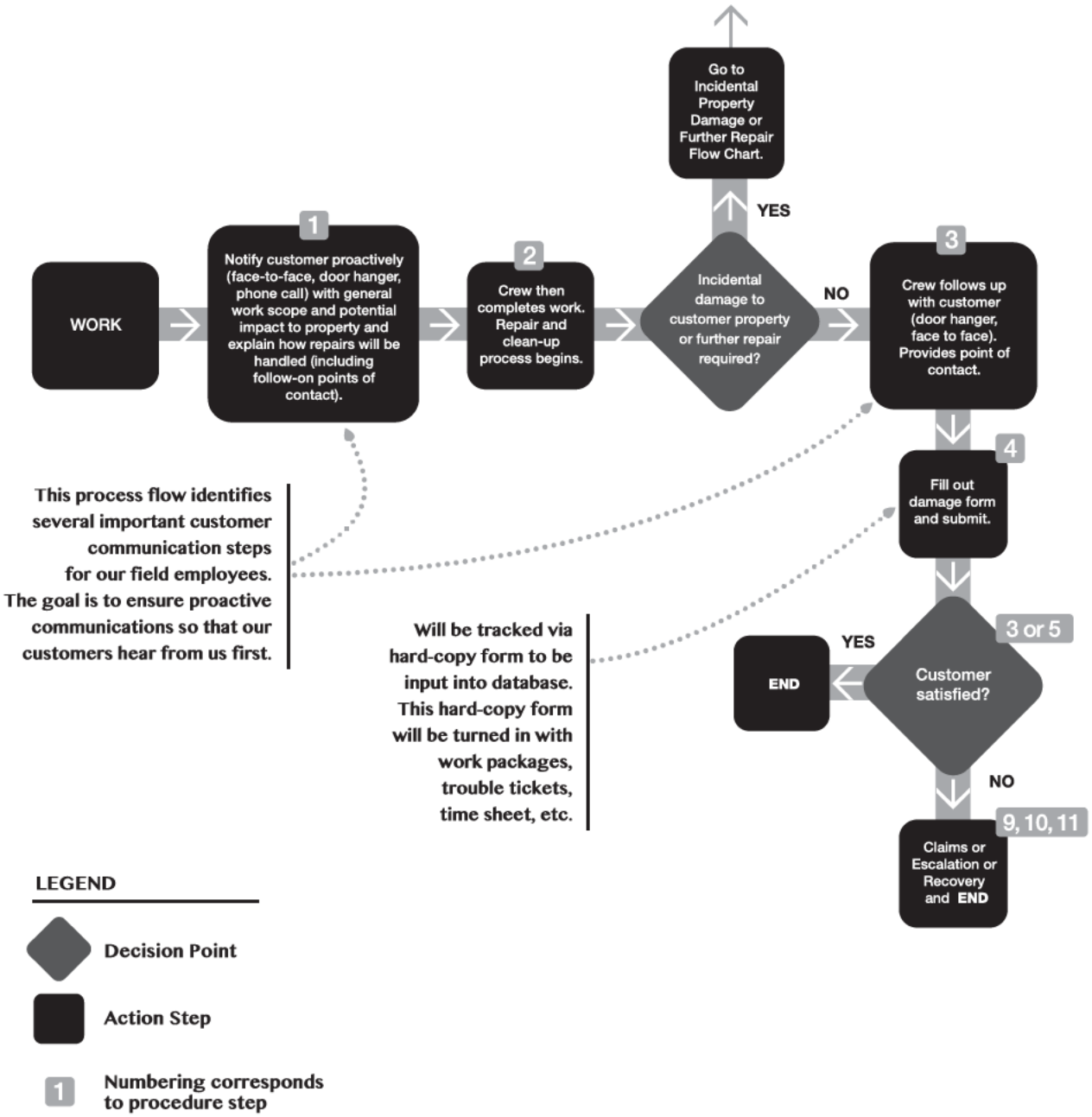
- When a property impact or incidental property damage occurs, the field employee or contractor will complete a Property Impact/Incidental Damage Form and will submit it to a Supervisor or his or her Designee.
- The Supervisor or Designee will scan the Property Impact/Incidental Damage Form completed by the employee and send it to the Claims email box at *claims.admin@eversource.com for* eastern Massachusetts and *TrsNU-Claims_Administration_@eversource.com* for Connecticut, New Hampshire and western Massachusetts.
- The Claims Representative will contact the customer and begin the process of opening a claim. This initial contact with the customer will take place within two business days of the Claims Representative receiving the scanned Property Impact/Incidental Damage Form.
- The Claims Representative will make a decision within five business days regarding what level of compensation will be offered, will notify the customer, and will contact the Supervisor or Designee with the same information.
- In the event that a customer is not satisfied after these process steps have occurred, the Claims Representative will contact the Customer Resolution Group, which is responsible for managing the Recovery process. The Claims Representative will scan the completed employee form received from the field manager and send it to the Executive Inquiries email in-box (*ExecutiveInquiries@eversource.com*). Also included in the email will be the name and telephone number for the customer and any other pertinent information, including a summary of any interactions that took place with the customer after the form was completed by the field employee. The Claims Representative will receive an email confirming receipt of the form.

Property Impact and Incidental Property Damage Procedure, Appendix D

Process Flow: Planned or Emergent Work (Excludes New Service for Gas Operations)

This is a high-level visual overview of the steps outlined in the "Property Impact and Incidental Property Damage" Procedure

WORK THAT HAS **KNOWN** CUSTOMER PROPERTY IMPACT



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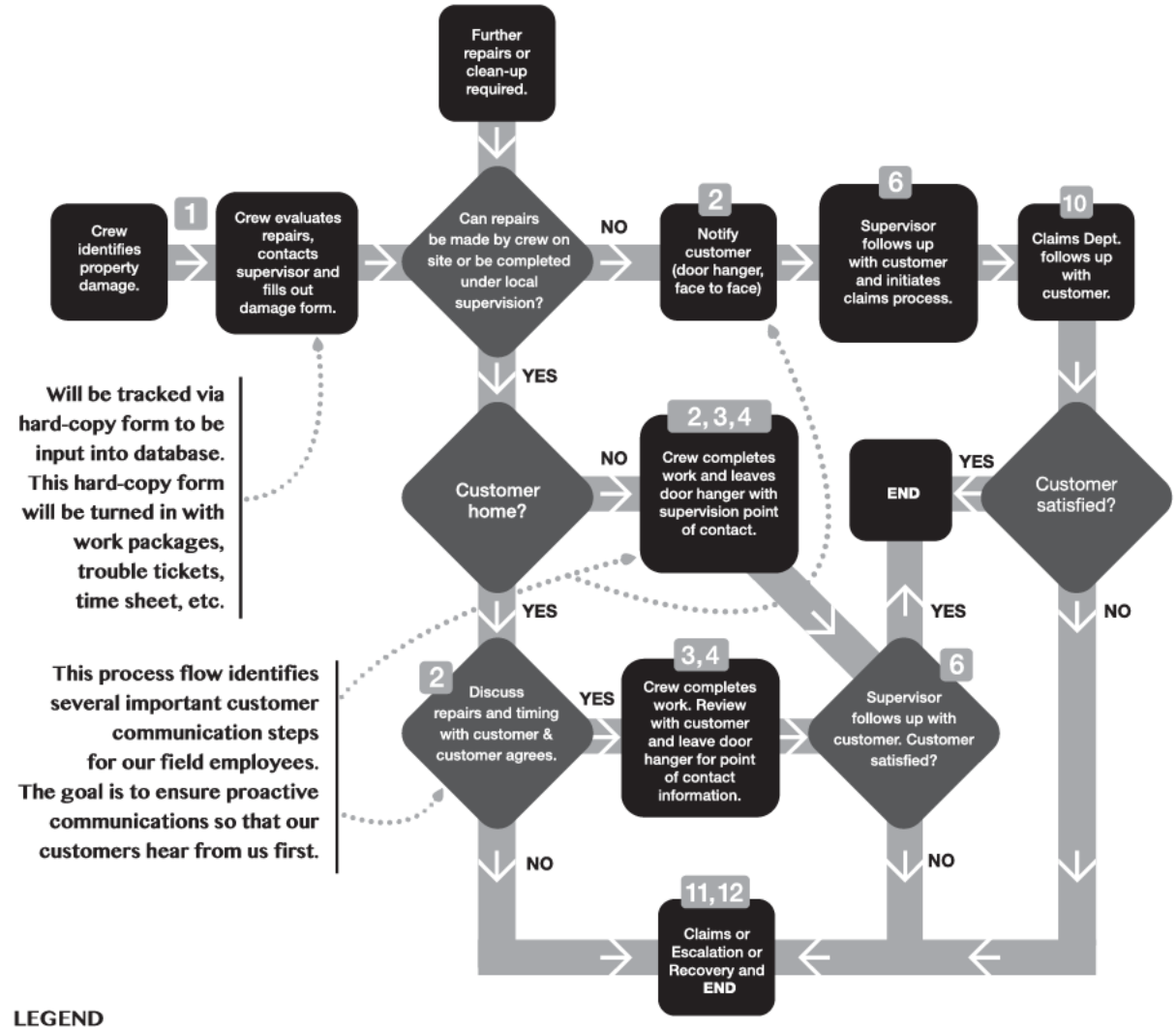
Property Impact and Incidental Property Damage Procedure, Appendix E

Process Flow: Planned or Emergent Work

This is a high-level visual overview of the steps outlined in the "Property Impact and Incidental Property Damage" Procedure

INCIDENTAL CUSTOMER PROPERTY DAMAGE OR FURTHER REPAIR



Property Impact and Incidental Property Damage Procedure, Appendix F

Eversource Remediation Standards

With proactive communications with our customers, we take a first and important step in ensuring their confidence in us. Together with one company-wide standard for how we will remediate any damage, we ensure a consistent and positive service experience.

These minimum standards have been developed for in-scope activities and impacts. They describe the steps we will take to return the customer's property to its pre-work condition.

Minimum Remediation Standards We Will Follow

Damage Types	Minimum Standards We Will Follow
Oil spill remediation to fix a stained driveway	• Clean the driveway with an absorbent to ensure the surface is functional and safe and meets the customer's satisfaction.
Debris removal from non-storm related tree maintenance work/capital projects	• Remove and dispose of all trimmings and debris associated with the tree work from the job site unless directed otherwise by the customer/property owner. Wood that can be chipped is removed. Firewood-sized pieces are left for the customer/property owner. • After 7 days, we will retrieve the wood, if required.
Transmission Rights-of-Way (ROW) work	• For routine maintenance, all stumps shall be less than 3 inches in height and all slash shall be wind-rowed along the right-of-way edge or diced in general areas. In sensitive areas, slash shall be diced, chipped or removed from the right-of-way depending on the physical limitations of the site. • For reclamation and risk tree removal, property owners will be provided options for wood disposal and site cleanup.
Integrated Rights-of-Way (ROW) vegetation management work	• Current policies specify a variety of control methods for brush on ROWs.

(continued...)

Property Impact and Incidental Property Damage Procedure, Appendix F

Minimum Remediation Standards We Will Follow — continued

Damage Types	Minimum Standards We Will Follow
Removal of plantings around padmount transformers (identified during surveys/inspections)	• Repair/replace the property to the customer's satisfaction, attempt to obtain similar materials, and restore the property to its original condition or to the extent feasible, while ensuring minimum clearances for padmount transformers are maintained.
Structure damage – siding, mailboxes, stone walls, fences, attic vents, vehicles	• Repair/replace the property to the customer's satisfaction, attempt to obtain similar materials, and restore the property to its original condition or to the extent feasible. • If this can't be achieved, the recovery process will continue to the next step.
Subsurface damage – underground dog fencing, underground sprinkler system, septic systems, well cap damage, customer-owned electrical wiring	• Repair/replace the property to the customer's satisfaction, attempt to obtain similar materials, and restore the property to its original condition or to the extent feasible. • If this can't be achieved, the recovery process will continue to the next step.
Surface repairs – damaged driveways, pavers or sidewalks	• Repair/replace the property to the customer's satisfaction, attempt to obtain similar materials, and restore the property to its original condition or to the extent feasible. • If this can't be achieved, the recovery process will continue to the next step.

(continued...)

Property Impact and Incidental Property Damage Procedure, Appendix F

Minimum Remediation Standards We Will Follow — continued

Damage Types	Minimum Standards We Will Follow
Damaged Driveway	• A qualified contractor will be hired by Eversource to excavate and remediate the damaged section plus a 1-foot extension for the integrity of the repair. • The contractor will make repairs consistent with/appropriate for the existing type/style and condition of the driveway area. • If this can't be achieved, the recovery process will continue to the next step.
Damaged Sidewalk	• Workers are required to adhere to all local town/city/state construction standards. • Same-day patch repair will be made to address local public safety. • Follow-up repairs will be made within 90 days (as seasonal conditions permit) to permanently remediate the damaged area and may include: ▪ Saw cutting and paving 1 foot beyond the damaged section for a continuous bituminous concrete surface ▪ Seam-to-seam replacement up to the expansion joint for a concrete surface
Landscaping – ruts, trenching, shrub damage, sod, debris, emergency tree trimming, dirt mounds by pole sets (dead grass), holes from removed poles	Customers will be provided these options: • Eversource will authorize first-line management to offer alternative solutions to the customer, e.g., reimbursement if customer makes own repairs. • Eversource will repair or replace the landscaping materials to restore the condition of the property/site to its pre-work condition. • If this can't be achieved, the recovery process will continue to the next step. • Removal of debris resulting from maintenance on our equipment (e.g., pole setting) **Note:** Debris from emergent tree or limb work will be the responsibility of the tree owner.

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EVERSOURCE	SMS-POL-005 Revision 3	
SMS Policy	Contractor Safety	
Effective Date 04/01/2024	Subject Matter Expert: Thomas LeBlond	Applicability: Eversource

Approvals:

Approval Signature: [redacted]

[redacted]
Vice President, Safety

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Executive Summary

Eversource, as a Host Employer, requires its Contractors to provide safe and healthful workplaces for their respective work forces. This protects the employees, general public, and the environment from hazards that work activities might create.

The Contractor Safety Policy governs the safety and health aspects of the way that Contractors, subcontractors, and agents perform work at Eversource's site, and conveys Eversource's minimum expectations regarding safety and health practices. This Contractor Safety Policy may exceed the requirements of Federal, State and local regulatory agencies.

The Contractor Safety Policy is in addition to any safety and health procedures, policies, guidance, or work instructions of each Contractor. Failure to comply with any portion of the Contractor Safety Policy may be a breach of contract and just cause for placement in a probationary program and/or expulsion from Eversource's site and/or termination of the contract.

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

To assist Contractors in implementing effective safety programs, Eversource includes its Contractor Safety Policy, as appropriate, into all contracts, monitors each Contractor's safety performance, and exercises contractual remedies where the Contractor Safety Policy is not being satisfied.

Eversource strives for continuous process improvement. To that end, Eversource Representatives, Eversource Safety, and members of each Contractor's safety team, monitor and measure the implementation of the Contractor Safety Policy and, as necessary, develop corrective actions to ensure that worksite health and safety is continuously improving.

1. PURPOSE

This document provides the requirements and implementation instructions for the Eversource Contractor Safety Policy. This document is used in conjunction with the administration, and oversight of the contracts with Contractors to maximize their safety responsibility by ensuring the following:

- Making safety an integral part of the pre-bid selection process.
- Incorporating applicable safety requirements into each contract as a performance obligation of the Contractor.
- Requiring strict adherence to the safety specifications of each contract.
- The ability to exercise contractual options based on scope.

2. APPLICABILITY

This document applies to all Contractors who perform work on Eversource's systems and/or premises.

3. DEFINITIONS

See Attachment 1.

4. REFERENCES

- American Gas Association (AGA) www.aga.org
- ANSI American National Standards Institute www.ansi.org
- ASTM American Society for Testing and Materials www.astm.org
- Call Before You Dig (CT) http://www.cbyd.com/
- Dig Safe (MA and NH) www.digsafe.com
- Edison Electric Institute (EEI) Home | (eei.org)
- Federal Motor Carrier Safety Administration Regulations www.fmsca.dot.gov/regulations
- National Electric Safety Code https://standards.ieee.org/products-programs/nesc/
- Northeast Gas Association (NGA) https://www.northeastgas.org/
- Safety Classification & Learning (SCL) model
- United States Department of Labor – Occupational Safety and Health Administration www.osha.gov
- US Department of Transportation's Manual on Uniform Traffic Control Devices (MUTCD) mutcd.fhwa.dot.gov/index.htm

5. DISCUSSION

5.1 Overview of Contractor Safety at Eversource

Safety performance is a prime consideration in the selection of Contractors. Eversource stipulates safety performance requirements and responsibilities in each contract and Purchase Order (PO) and holds the Contractor accountable for meeting its contractual requirements.

The goal is to assure safe and reliable service to our customers. The intent is to share the same safety values and demonstrate those values during all aspects of work.

The information contained within this document conveys Eversource's minimum requirements regarding safety and health practices which may exceed the requirements of federal, state, and local regulatory agencies.

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

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

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

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CONTRACTOR SAFETY REQUIREMENTS

The following govern all aspects of safety to which Contractors, their subcontractors, and their agents shall conform while performing work for Eversource. These are Eversource's minimum expectations regarding safety practices and may exceed the requirements of regulatory agencies.

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

6. CONTRACTOR CLASSIFICATION

6.1 Contractors shall be classified as either High or Low Hazard.

6.1.1 Contractors whose work meets the safety hazards outlined on the Contractor Hazard Matrix, Attachment 2, work shall be deemed "High Hazard".

6.1.2 All other contractors who do not meet the High-Hazard criteria shall be classified as Low-Hazard.

6.1.3 All Contractors shall understand and comply with applicable requirements within this document.

6.1.3.1 Low-Hazard Contractors need not follow (i.e. Section 7.1 / 8.1 / 8.2 / 11.1) unless specifically asked by Eversource.

7. PRE-BID REQUIREMENTS

7.1 ISNetworld

7.1.1 Contractors shall be subscribers of ISNetworld.

7.1.2 Contractors shall maintain an ISNetworld grade of "Approved". This is demonstrated by sustaining a minimum of 70 within the ISNetWorld scoring matrix.

7.1.3 Contractor at-fault SIF-Actual (A), SIF-Potential (P), or Switching & Tagging incidents that occur on Eversource projects shall have an additional negative evaluation report on ISNetWorld scores.

7.1.3.1 SIF-A / SIF-P will be determined by Eversource classification standards based on industry Safety Classification & Learning (SCL) model.

7.1.3.2 Switching & Tagging errors will be classified per Eversource standards (see definition).

7.1.3.3 Prime-Contractors will be charged the negative variance for Sub-Contractor incidents.

7.1.3.4 Negative evaluation report scores will be on a rolling 12-month period.

Event type	Event Value
Serious Injury & Fatality-Actual (SIF-A)	-15
Serious Injury & Fatality-Potential (SIF-P)	-10
Switching & Tagging Error	-7

7.1.4 If a Contractor has its ISNetworld grade drop to "Not Approved", the Contractor will be notified and required to immediately respond with a written action plan stating how it intends to achieve an "Approved" or better rating. Failure to successfully implement the action plan or achieve an "Approved" rating within an agreed upon time frame shall result in contract termination, removal from the Eversource Approved Contractor List

(ACL), and ineligibility to bid on future Eversource contracts until the Contractor achieves an "Approved" grade or higher. The agreed upon action plan and timing shall be approved by the Contractor and Eversource Operations, Procurement, and Safety Organizations.

7.1.5 Contractors who are seeking a contract with Eversource and who are not currently in ISNetworld may, at the discretion of Eversource, have their safety programs manually evaluated by the Eversource Safety Department using a questionnaire (see Attachment 3, Attachment 4, and Attachment 5). If the contract is awarded to a non-ISNetworld participating Contractor, such Contractor must enroll in ISNetworld within 30 days or prior to starting work, whichever is later. Failure to enroll or enrolling but then failing to maintain an "Approved" rating, shall result in contract termination.

7.2 Eversource Requirements

7.2.1 Eversource shall provide the Contractor with the characteristics of the Eversource systems related to the safety of the work to be performed. That is, Eversource will provide known information based on "existing characteristics." Existing characteristics are facts Eversource can obtain from its existing records through the exercise of reasonable diligence.

7.2.2 Eversource shall provide the Contractor with the conditions related to the safety of the work to be performed that are known to Eversource. Eversource is only required to provide known information based on "existing conditions" to the Contractor that can be obtained from its existing records through the exercise of reasonable diligence.

7.2.3 Eversource shall provide the Contractor with any other information, which is related to the protection of the Contractor employees, about the design and operation of the system that is known by Eversource and is requested by the Contractor.

7.3 Contractor Requirements:

7.3.1 The contract employer shall ensure that each of its employees is instructed in the hazardous conditions relevant to the employee's work that the contract employer is aware of as a result of information communicated to the contract employer by Eversource.

7.3.2 Before work begins, the contract employer shall advise Eversource of any unique hazardous conditions presented by the contract employer's work.

7.3.3 The Contractor shall coordinate their safety programs so that every employee is protected under the requirements within this document. This requirement pertains to any subcontractors that a Contractor brings into an Eversource project. The primary contractor shall share and coordinate with their subcontractors the requirements of this Policy.

7.4 Alcohol, Controlled Substances, and Weapons

Each contractor shall have a drug and alcohol screening process that includes, at a minimum, pre-employment, for-cause, and where required by law, random testing. The contractor shall communicate to the Eversource Representative when a positive test occurred and what actions have been taken as a result.

7.4.1 No alcoholic beverages, controlled substances (other than prescribed drugs in their original container), or weapons are allowed on any Eversource site, including parking

lots. No worker under the influence of illegal drugs, alcohol or a controlled substance shall be allowed on any Eversource site.

7.4.2 The sale, use or possession of alcohol or controlled substances on Eversource's sites is strictly prohibited.

7.4.3 Any Contractor or subcontractor personnel who report to work and appear to be in an unfit condition to safely perform their assigned work functions shall be immediately dismissed from the work site.

7.4.4 All regulatory requirements related to drug and alcohol use shall be adhered to as stated.

7.4.4.1 All contractors performing gas safety sensitive functions shall comply with 49 CFR Part 199 and 40.

7.4.4.2 All contractors performing Commercial Driver's License (CDL) functions shall comply with 49 CFR Part 40.

7.5 Review of and Adherence to Additional Eversource Requirements

7.5.1 To enable accessing referenced Incorporated Rules and Procedures in the RFP, MSA, PO, etc., (usually specified in Exhibit E "Contractor Documents and Procedures"), those Contractors under the Eversource Contractor of Choice Program shall register their company for access to the Eversource Energy public website (Eversource.com Important Documents) and then send the information to contractservices@eversource.com.

7.5.2 For Contractors performing gas main and services work, first register for access using the registration instructions in Schedule 1.2 and then access the Gas Construction Standards and Operating Procedures at https://www.eversource.com/yg/procedures/ .

7.5.3 Each Contractor shall review the specific documents referenced in the MSA, RFP, or PO that are noted on Exhibit E via the Eversource website and ensure any questions pertinent to the document requirements are addressed by the applicable Eversource Representative.

7.6 Safety Work Rule Compliance

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

7.6.2 Contractors shall be responsible for executing all contract requirements and ensuring their employees and subcontractors are complying with all applicable safety rules and practices including their company safety work standards and/or union/state agreement for safety compliance while working.

7.6.3 An Eversource Representative shall be assigned to address questions regarding safety related information.

7.6.4 Any Contractor or subcontractor who fails to take the necessary safety measures to conform to Contractor Safety Policy or compliance requirements shall be held accountable. At the expense of the violating contractor, accountability for violations is at the discretion of Eversource and/or contractual terms and may include:

7.6.4.1 Suspension of work in progress and on-site corrective action.

7.6.4.2 Probation or dismissal from Eversource contracts for specific Contractor and/or Subcontractor employees.

7.6.4.3 Probation or termination of any or all active contracts.

7.6.4.4 Removal of the Contractor from Eversource's Approved Contractor List (ACL).

7.6.5 Contractors have the right to discuss any findings or discipline actions taken by Eversource. The Contractor shall notify Procurement of this request and Procurement will schedule a meeting with the appropriate parties to discuss the issues.

7.7 Eversource "Rules to Live By"

7.7.1 Contractors shall always comply with the following Eversource "Rules to Live By":

7.7.1.1 Following ground to ground use of rubber gloves and rubber sleeves and lock to lock use of rubber gloves on pad mounted equipment (≥69kV work is exempt from this rule).

7.7.1.2 Wearing full body FR clothing on the outermost layer when required within the energized work zone.

7.7.1.3 Using proper fall protection equipment when required.

7.7.1.4 Atmospheric testing, monitoring and ventilation of all work within enclosed or confined spaces.

7.7.1.5 Following remote cable cutting rules and procedure within manholes and vaults.

7.7.1.6 Following all required grounding practices including testing for potential.

7.7.1.7 Using proper shoring and/or sloping when working in excavations greater than or equal to five (5) feet deep.

7.7.1.8 Switching and tagging using the proper Clearance, Permission, or Non-Reclose Assurance process.

7.7.1.9 Using required supplied air respiratory protection when working on blowing gas.

7.7.1.10 Using intrinsically safe tools and equipment in live gas situations.

7.7.1.11 Following the proper notifications and authorizations required to proceed with work on the Gas Distribution System.

7.7.2 If, at any time, any Contractor employee fails to follow one or more of the "Rules to Live By," regardless of how the omission is discovered, that employee shall immediately be removed from the Eversource job location and, depending on the outcome of the incident analysis, may not be permitted anywhere on Eversource property, work site, or job location (unless reinstated) regardless of what company employs him/her.

7.7.3 Depending on outcome of the Incident Analysis related to the breaking of one or more "Rules to Live By," the employee's on-site management and/or crew lead may also be excluded from Eversource property, work site, or job location for a specified period of time.

7.7.3.1 Additional cost or schedule delays as a result of a Contractor failing to follow the "Rules to Live By" shall be bourn by the Contractor.

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8. POST-CONTRACT AWARD ACTIVITIES

8.1 Contractor Project Health and Safety Work Plan (HASP)

8.1.1 Before work begins, the Contractor shall ensure each of its employees and subcontractors are instructed on relevant Eversource system characteristics and conditions.

8.1.2 Before work begins, the Contractor shall advise Eversource of any unique hazards created by the Contractor's work.

8.1.3 The Contractor shall advise Eversource of any unanticipated hazards found during the Contractor's work that Eversource did not mention. The Contractor shall provide this information to Eversource immediately upon discovering the hazards.

8.1.4 Contractors shall develop a Health and Safety Plan (HASP) for each awarded project. HASP is not required for routine maintenance projects.

8.1.5 Minimum requirements for a HASP are outlined in Attachment 6.

8.1.6 A HASP for the project shall be submitted no later than 14 days prior to work activities for evaluation to the Eversource Representative and Eversource Safety prior to work commencing.

8.1.7 Eversource Safety shall approve the HASP prior to work commencing. Approval will be communicated to the Contractor and Eversource Representative.

8.1.8 The HASP shall be available at the project site and provided, upon request by Eversource.

8.2 Pre-Construction Meeting

8.2.1 A pre-construction or project kickoff meeting may be requested by Eversource prior to the start of a project. If requested, copies of the following items shall be sent to the Eversource Representative two (2) days prior to the meeting and made available for discussion during the meeting:

8.2.1.1 The Contractor's HASP, to verify a proper hazard mitigation plan is included. Work shall not commence until all potential hazards have been adequately addressed.

8.2.1.2 The Project Emergency Call List, to verify and be distributed to both Eversource and Contractor personnel. This list shall contain 24-hour contact information for key Contractor and Eversource personnel and, when complete, be distributed to all individuals, as determined by the project team, prior to the start of work.

8.2.1.3 Other items to review will include, but are not limited to, training certifications, competent persons list, Activity Hazard Analysis covering the SOW, Critical Lift Plans (if applicable), Helicopter activities (if applicable), Hazardous Materials Inventory list, and project orientation.

8.2.2 For routine maintenance projects, a review of associated facility or site-specific safety issues, restrictions, or practices shall be discussed with the Contractor. Any changes in the facility or site that may affect the safety of Contractor employees, Eversource employees, or third-Party individuals must be communicated immediately.

8.3 Safety Professional Oversight

8.3.1 Depending on the scope, contract requirements, and scale of any single project, additional safety resources may be necessary to ensure safety compliance during work

activities. One or more Contractor supplied safety professional oversight person(s) is required for all civil, line, electrical, gas, water, and construction projects as follows:

8.3.1.1 Up to thirty-nine (39) workers, including the combination of both contractors and their subcontractors, at a work location requires a safety professional to perform documented on-site safety observations to ensure compliance with the Contractor Safety Policy at least once per week.

8.3.1.2 Forty (40) or more workers at a work location, including the combination of both contractors and their subcontractors, requires a dedicated full-time safety professional to be on-site and perform documented safety observations to ensure compliance with the Contractor Safety Policy.

8.3.2 Within 14 days from contract award, the name, contact information, and resume of the assigned Contractor Safety professional shall be submitted to the applicable Eversource Representative, who shall forward it to Eversource Safety for review.

8.3.3 For all projects considered high-Hazard, as defined in Attachment 2, Contractor shall submit written weekly status reports to the Eversource Representative and Eversource Safety Advisor. Items of interest should include success stories (good catches), incidents, project look ahead for critical activities, and project man hours.

8.3.4 Contractor safety observation results and corrective actions shall be available to the Eversource Representative and Eversource Safety.

8.4 Contracted Helicopter Services

8.4.1 Contractors and subcontractors shall provide to Eversource evidence that they have received an Aviation third Party audit within the last three years along with any findings, corrective actions, and completion dates.

8.4.2 If requested, the Contractor shall make available any applicable equipment service records and operator qualifications to the Eversource Representative or Eversource Safety.

8.4.3 For helicopter construction or maintenance activities (Transmission/Distribution/Vegetation Management), to ensure a clear message of expectations, an in-person meeting shall be held with all parties involved to ensure the work scope and safety expectations are clear. This pre-flight meeting shall consist of:

8.4.3.1 Eversource Safety Representative

8.4.3.2 Eversource Operations Representative

8.4.3.3 Contractor's PM and field leadership (Superintendent/GF, Crew Foreman, Safety)

8.4.3.4 Helicopter Vendor's Crew to complete the work (Pilot, lineman, field leadership)

8.4.4 Pre-Flight Meeting shall cover the following:

8.4.4.1 General scope of work

8.4.4.2 Tailboard/Job Brief

8.4.4.3 Notification process

8.4.4.4 Communicating the Authority to Work process

8.4.4.5 Communication methods between crew to helicopter

8.4.4.6 Spotting requirements

8.4.4.7 Wire pulling activities (as applicable)

8.4.4.8 Coordination of the planned routes and schedule considering wind conditions, sun, or other factors necessary for the safe completion of the mission.

8.4.4.9 Known flight hazards: adjacent lines, guy wires, communication towers, etc.

8.4.4.10 Rotor blades clearance precautions.

8.4.4.11 Smoking Regulations.

8.4.4.12 Use of seat belts and shoulder harness.

8.4.4.13 Passenger doors used as emergency exits.

8.4.4.14 Location for first aid/survival equipment.

8.4.4.15 Staging areas/landing zones (LZs).

8.4.4.16 Helicopter external cargo loads (Class A, B, C, or D Load) and associated hazards and mitigations.

8.4.4.17 Coordination of multiple aircraft.

8.4.4.18 Communications requirements and actions to be taken in case of loss of communications.

8.4.4.19 Non-aerial concerns: Livestock/endangered species/restricted areas/sensitive landowners.

8.4.4.20 Emergency procedures – including location and use of emergency locator transmitter, if installed.

8.4.4.21 Operation and location of fire extinguisher.

8.4.4.22 Fuel shutoff location and operation.

8.5 Emergency Response/Medical

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

8.5.2 Contractors shall provide their own first aid kits at every work site. First aid kits shall be a minimum of Class B.

8.5.3 An Automated External Defibrillator (AED) is required on any work site with ten (10) or more employees. Work performed in remote areas may require an AED even with fewer than ten (10) employees on-site, based upon first responder response time evaluated by the contractor. AEDs shall have current proof of inspection compliance.

8.6 Assigning a Competent Person (or persons)

8.6.1 The Contractor shall assign or designate a Competent Person as defined in OSHA 1926.20(b)(2) and OSHA 1926.32(f) to each construction site.

8.6.2 Contractors shall document the names of the Competent Person(s), maintain such documentation at the work site, and make it available to the Eversource Representative upon request.

8.6.3 The Contractor’s Competent Person shall take appropriate corrective actions with respect to safety concerns. If anyone identifies a safety concern, they shall be empowered to stop work, at the Contractor's expense, until such time that the concern has been evaluated and, if necessary, corrective action has been taken.

8.7 Contractor Ownership & Responsibility

8.7.1 Contractors are required to inform their employees, subcontractors, and agents of the Contractor Safety Policy prior to the start of work, and it is the responsibility of the

Contractor to enforce the Contractor Safety Policy with its own personnel as well as with personnel of its subcontractors for performing the requested work action. Compliance with these safety requirements does not:

8.7.1.1 Relieve or diminish the responsibility of the Contractor to perform the work in a manner that complies with applicable Federal, State, and local laws, rules, regulations and/or requirements and with all applicable provisions of the Contractor's contract with Eversource regarding the work ("Contract").

8.7.1.2 Relieve the Contractor from liability to Eversource or others for negligent or improper performance of the work, as provided in the contract.

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

8.8 Regulatory Inspections

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

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

8.9 Safety Statistics, Inspection and Maintenance Records, Other Pertinent Documentation

8.9.1 Eversource monitors and evaluates each Contractor's safety performance and statistics using ISNetworld to measure the effectiveness of the Contractor's safety programs and the Contractor's performance of the work. Contractors, subcontractors, and other Contractor representatives shall ensure their ISNetworld data and information is updated by the 10th of each month.

8.9.2 Contractors, subcontractors, and other Contractor representatives shall maintain work site records of miles driven, hours worked, and of all incidents, near miss events, injuries and illnesses that occurred during the project, minimally identifying those injuries that meet the Occupational Safety and Health Administration (OSHA) definition of "recordable."

8.9.3 Contractors, subcontractors, and other Contractor representatives shall maintain inspection, maintenance, repair, and certification records of cranes, hoists, personnel lifts, fork trucks, scaffolds, excavations, etc. for the duration of the project. These records are to be made available upon request from Eversource Safety.

9. INCIDENT REPORTING AND ANALYSIS

9.1 General Requirements

9.1.1 Contractors shall report any work-related incidents and near misses involving injury, illness, death, motor vehicle incident or damage, or property damage (public, Contractor, or Eversource), switching and tagging or inadvertent system trips and any other significant events to the Eversource Representative immediately, but no more than 2 hours following the incident, as well as state and federal regulatory authorities

as required. Notwithstanding this requirement, the priorities are to ensure that any injured receive medical treatment and that the area has been made safe.

9.1.2 Eversource Safety & Management reserve the right to stand the work/project down at the Crew or Contractor level based on the incident until a formal Incident Analysis (IA) is performed and approved by Eversource.

9.1.3 Contractors shall perform an Incident Analysis (IA) on all injury, illness, death, motor vehicle crash or damage, property damage (public, Contractor, or Eversource) or other incidents requested by Eversource to be investigated and provide a written report to the Eversource Representative identifying causes and corrective actions. The expected timeline for the receipt of the preliminary findings is within 24 hours, however, the final incident analysis report (including recommended corrective actions) is 5 days. Longer times may be allowed by Eversource based on extenuating circumstances.

9.1.4 Contractors shall then notify the Eversource Representative when corrective actions have been implemented and completed.

9.1.5 When deemed necessary by Eversource, the Contractor's leadership team (Executive Management) shall formally present their Incident Analysis report, findings, and plan to prevent recurrence to a group of specifically selected Eversource Safety, Procurement, and Operations representatives. At a minimum, this shall include any Serious Injury or Fatality – Actual (SIF-A), Serious Injury or Fatality – Potential (SIF-P) and Switching/Tagging incidents. The severity of all other incidents may or may not determine when a formal presentation is required. Eversource reserves the right to request a formal presentation.

9.2 Contractor Safety Related Incidents

9.2.1 All safety related incidents require evaluation or analysis to determine the apparent or root cause(s) and contributing factors. The following are examples of various incident severities and the potential consequences:

9.2.1.1 More than two safety incidents or one potential serious injury or fatality (SIF-P), or a significant near miss in a rolling 6-month period: Contractor is required to have a face-to-face discussion with Eversource leadership (Safety, Operations, Procurement) before incident crew is returned to work and is required to submit a safety improvement plan within one week.

9.2.1.2 If one (1) additional safety incident or one significant injury or fatality (SIF - P or A) classified incident occurs in a rolling 12-month period: Contractor is required to have a face-to-face discussion with Eversource leadership (Safety, Operations, Procurement) and is required to submit a safety improvement plan within one week. The contractor shall then receive conditions of return determination.

9.2.1.2.1 **Probation Period:** Length of probation period will depend on the severity and actions taken before and afterward by Contractor. To be released from probation, the Contractor must be incident free during the specific probation period and demonstrate improvements have been made to its safety program that will prevent future incidents.

9.2.1.2.2 **Suspension:** Period: one-year minimum. To be considered for reinstatement following a suspension, the Contractor shall provide an improved safety program for review by a selected group of the Eversource leadership team. If the improved safety program is acceptable, prior to final consideration for

reinstatement, the suspended Contractor's leadership (owner/highest ranking officer) shall attend the meeting with representatives from the Eversource Safety, Procurement, and Operations groups who will then make a recommendation whether to allow the Contractor back on the Eversource Approved Contractor List (ACL).

9.2.1.3 The Prime-Contractor will be responsible for Sub-Contractor performance and any incidents resulting in a SIF-A, SIF-P, or Switching & Tagging incident will be charged to the Prime-Contractor via ISNetworld variance process.

10. TRAINING AND QUALIFICATION

10.1 General Requirements

10.1.1 Contractors shall have training and certification records, licenses (federal, state, and local), and other such documentation for their employees that are pertinent to the work to be performed either on-site or available within 24 hours and subject to review by Eversource, upon formal request. Failure to produce training records within such time may be considered breach of contract and shall entitle Eversource, at its option, to terminate such contract without further liability on its part.

10.1.2 Eversource Safety Orientation Review – All Contractors shall provide a review of the Contractor Safety Policy and all specific Job Hazard Analyses and Project Safety Plans to all personnel and all subcontractors prior to commencing work activities. The review shall be documented and records available to provide upon Eversource request. Additional employees brought onto the project shall receive the orientation review. All orientation reviews shall be documented.

10.1.3 The Contractor shall provide to all persons working under a contract, or ensure they have received, training appropriate to the work they will be performing. The verification that everyone has received the required training shall be documented on Attachment 7 or a reasonable facsimile and provided to Eversource if requested.

10.1.4 All Vegetation Management, General Construction, Civil, Line, Gas, Electrical and Test Contractor supervisors with greater than six employees under their direct supervision shall have, at a minimum, a 30-hour OSHA training certificate (General Industry, Construction or Transmission & Distribution [T&D]).

10.1.5 All Vegetation Management Tree Trimmers shall be certified "Line Clearance Qualified Tree Trimmers" by their respective employer in accordance with OSHA 1910.269(r).

10.1.6 To enter a substation or switchyard, a person shall meet at least one of the following requirements:

10.1.6.1 Have attended a pre-entry substation awareness class and are escorted by an approved escort.

10.1.6.2 Have received a pre-entry safety briefing appropriate to the work they will be performing and are escorted by an approved escort.

10.1.6.3 Have completed unescorted access training and been granted unescorted access privileges by the appropriate Eversource personnel.

10.1.7 Prior to entering and exiting an Eversource substation, all personnel shall notify the applicable Control Center.

10.2 Qualified (Electrical Workers) Employee

10.2.1 Contractor employees shall be Qualified Employees as specified by OSHA in OSHA 1910.269(a)(2)(ii). This program requires that Contractors provide documentation to Eversource pertaining to their qualification program. OSHA defines a "qualified employee" as a person knowledgeable in the construction and operation of the electrical power generation, transmission and distribution equipment involved and the associated hazards.

10.2.2 According to OSHA 1910.269(a)(2)(ii), a Qualified Employee shall be trained and competent in:

10.2.2.1 The skills necessary to distinguish exposed live parts of electrical equipment;

10.2.2.2 The skills and techniques necessary to determine the nominal voltage of exposed live parts;

10.2.2.3 The minimum approach distances specified in OSHA 1910.269 corresponding to the voltages to which the qualified employee will be exposed, and;

10.2.2.4 The proper use of special precautionary techniques, personal protective equipment, insulating and shielding materials, and insulated tools for working on or near exposed energized parts of electrical equipment.

NOTE: If a Contractor's employee is not a Qualified Employee, he/she shall be considered an employee undergoing on-the-job training and shall be under the direct supervision of a Qualified Employee at all times.

10.3 Non-Qualified Employees Working Near Energized Lines and Equipment

10.3.1 The Contractor shall provide familiarization orientation for non-electrical workers who enter and work within restricted areas such as a substation. This is a critical component of Contractor orientation for all non-electrical Contractors who will be working near energized lines and equipment (e.g., civil Contractors).

10.3.2 The information provided to these workers must meet the requirements of paragraph OSHA 1910.269(a)(2)(ii). This orientation and training need not be as comprehensive as the training necessary to become a Qualified Employee.

10.3.3 Non-Qualified Employees shall be under the direct supervision of a Qualified Employee at all times.

10.3.4 Non-Qualified Employees shall receive orientation familiarizing them with the safety fundamentals described in paragraph OSHA 1910.269(a)(2)(ii) prior to entering a restricted area.

10.4 Qualified (Gas Workers) Employee

10.4.1 Any Contractor who performs work that may involve live-gas shall be Operator Qualified (OQ) as defined in the Code of Federal Regulations, DOT 49, Subpart 192.801 through 192.809 and all applicable state requirements pursuant to the state in which the Contractor is working.

10.4.2 All qualifications of Contractor personnel shall be in full accordance with Eversource's Operator Qualification written plan (OQ Plan).

10.4.3 Any other training, such as American Gas Association (AGA) and Northeast Gas Association (NGA) requirements, shall be accompanied by documentation and a letter

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

11. WORK PREPARATION AND WORK ACTIVITY REQUIREMENTS

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

11.1 Job Safety Briefings

11.1.1 Each Contractor crew shall conduct a written and documented Job Safety Briefing (also known as a safety brief, toolbox discussion, job briefing, tailboard discussion, etc.) as follows:

11.1.1.1 Prior to starting each job at the work location.

11.1.1.2 When there are Changes to the Work Order or plan.

11.1.1.3 When a new worker joins the crew.

11.1.1.4 When site conditions change or the crew relocates to the next location, even if performing similar work.

11.1.2 At a minimum, the Job Safety Briefing shall identify:

11.1.2.1 Location and emergency protocols.

11.1.2.2 The personnel conducting the work and their qualifications.

11.1.2.3 The known or potential hazards and controls to those hazards.

11.1.2.4 The procedures (processes) that are to be used to perform the work.

11.1.2.5 The precautions required to eliminate or control the hazards, including Dig-Safe or Call Before You Dig information.

11.1.2.6 The PPE required to safeguard from hazards.

11.1.2.7 Any Eversource specific safety requirements for the work.

11.1.2.8 Any applicable environmental precautions.

11.1.3 Job Safety Briefings shall be available at the job site for inspection and retained for thirty (30) days after the job is completed.

11.1.4 Each worker shall be an active participant and be given the opportunity to voice concern. Work cannot begin until each worker signs off on the job safety briefing stating that they have discussed the work and agree with the plan.

11.1.5 All parties working on the jobsite shall be included in the job brief discussion. At a minimum, this includes traffic detail (police & flaggers), as well as site inspectors. When additional personnel arrive on site, they shall be given the job brief to review and sign.

11.2 Asbestos, Lead, and Other Hazardous Substances

11.2.1 Eversource shall inform its Contractors of the known presence, location, and quantity in buildings and facilities of such substances in or adjacent to areas in which a Contractor is expected to work. The Contractor shall inform its employees and subcontractors.

11.2.2 Contractors shall immediately bring to the attention of their Eversource Representative any suspect or questionable substances that are encountered during work and implement appropriate precautions.

1.a.1 Eversource shall ensure soil sampling or other appropriate sampling is performed (including in substations) and inform the Contractor of any known presence, location, and quantity of asbestos, lead, and other hazardous substances in buildings and facilities where the Contractor is expected to work, and the Contractor shall so inform its employees.

11.2.3 Where asbestos material is present and likely to be disturbed, the Eversource Representative and Contractor shall coordinate with the Eversource Environmental group to determine how the asbestos hazard will be managed.

11.2.4 The Contractor shall ensure compliance with OSHA 1926.1153 "Respirable Crystalline Silica" exposure whenever undertaking common construction tasks, such as using masonry saws, grinders, drills, jackhammers, and handheld powered chipping tools; operating vehicle mounted drilling rigs; milling; operating crushing machines; using heavy equipment for demolition or certain other tasks; and during abrasive blasting and tunneling operations.

11.3 High Voltage (OSHA Generation, Transmission, and Distribution) Electrical Safety

11.3.1 Non-Reclosing Criteria and Live-Line Maintenance and Construction

11.3.1.1 The appropriate interrupting devices (breakers, reclosers, circuit switches, etc.) shall be placed in NON-RECLOSING when applicable in accordance with OSHA minimum requirements and Eversource procedure ESOP 100, "Switching and Tagging."

11.3.2 Tagging Out Lines or Apparatus

11.3.2.1 The Eversource Representative or other designated representative shall coordinate all switching and tagging in accordance with Eversource procedure ESOP 100, "Switching and Tagging."

11.3.3 Arc Flash

11.3.3.1 Contractors shall be responsible to ensure the arc flash energy or incident energy levels are known at their work sites and establish work practices and personal protective equipment (PPE) to protect their employees.

11.3.3.1.1 Contractors shall request from the Eversource Representative the specifics on work location related to arc flash values.

11.3.4 Grounding

11.3.4.1 To work lines or equipment as deenergized, the lines or equipment shall be deenergized, tested for absence of nominal voltage, and grounded according to current OSHA regulations and Eversource Contractor Safety Policy.

11.3.4.2 Contractors are responsible to install their own personal grounds in accordance with all OSHA, Federal, State and Eversource grounding standards.

11.3.4.3 Contractors shall attach at least one approved, high visibility, non-conductive, conspicuously hung ground flag in each location where grounds are installed.

11.3.4.4 Approved live-line tools SHALL be used to install and remove ground cable assemblies.

11.3.4.5 Whenever possible, the shortest ground cable SHALL be used.

11.3.4.6 When two (2) or more ground cable assemblies are required on each phase, they shall be physically installed facing the same direction and no more than three (3) inches of each other at both ends.

11.3.4.7 When two (2) or more ground cable assemblies are required, they SHALL be equal length and equal rating for the cable, clamps, and ferrules.

11.3.4.8 To establish an equipotential zone, temporary protective grounds shall be placed at such locations and arranged in such a manner as to prevent each employee from being exposed to hazardous differences in electrical potential.

11.3.4.9 Protective grounding equipment shall be capable of conducting the maximum fault current that could flow at the point of grounding for the time necessary to clear the fault. Contractor is responsible for understanding available fault current at work locations. The Eversource Representative can provide specifics on work location fault currents.

11.3.4.10 When ground cable(s) are coiled or on reels, they SHALL be completely removed from the reels or holders, unwound and straightened or laid out in an "S" shape on the ground with no crossover, to reduce the possibility of induced voltages.

11.3.4.11 When grounding from an aerial device, an additional qualified person (Spotter), other than the person(s) performing work, SHALL be designated to observe the MAD to exposed lines and equipment while operating the aerial device. The Spotter shall provide timely warnings before the MAD is reached.

11.3.4.12 A documented Grounding Plan is required prior to the start of work. The Grounding Plan shall include but not limited to the following:

- 11.3.4.12.1 Identifying the work zone
- 11.3.4.12.2 The source paths into the work zone
- 11.3.4.12.3 Quantity of ground cable assemblies for each phase per location
- 11.3.4.12.4 Clamp selection types and cable rating
- 11.3.4.12.5 Ground-point locations
- 11.3.4.12.6 Ground-point attachments
- 11.3.4.12.7 Ground cable assembly lengths
- 11.3.4.12.8 Grounding sketch

11.3.5 Substation Grounding

11.3.5.1 The minimum acceptable ground cable size is 4/0 AWG.

11.3.5.2 Approved TPG assemblies (Eversource shall provide guidance based on work location):

- 11.3.5.2.1 Grade 5 Assembly - 4/0 AWG ground cable with minimum Grade 5 clamps.
- 11.3.5.2.2 Grade 5H Assembly - 4/0 AWG cable with minimum Grade 5H clamps.
- 11.3.5.2.3 Grade 6H Assembly - 4/0 AWG cable with minimum Grade 6H Clamps.

11.3.5.3 Maximum TPG ground length shall not exceed 25 feet.

11.3.5.4 The preferred ground connection points shall be connecting to the Steel/Aluminum Structures using:

11.3.5.4.1 A permanent engineered solution using a bolted ball stud.

11.3.5.4.2 A temporary I-beam Clamp or other specialty clamp that allows for temporary connection.

11.3.5.5 Ground cable assemblies should be visible from the worksite, wherever practical.

11.3.5.6 Ground cable assemblies should be installed as close to the worksite as practical.

11.3.5.7 All source paths into work zone shall be grounded. This should require a minimum of two sets of grounds.

11.3.5.7.1 In cases where a second set of grounds cannot be achieved, (e.g. Placing grounds on equipment leads), consult with Eversource Representative.

11.3.5.8 An additional Personal Ground shall be installed as close as possible to the worker:

11.3.5.8.1 When the source ground location distance exceeds 15 feet from the worker.

11.3.5.8.2 When only one source path into work zone.

11.3.6 Aerial Device Bonding in Substations

11.3.6.1 Aerial Devices shall be grounded prior to bonding any part of the aerial device and/or the working personnel enters the aerial device.

11.3.6.2 Bonding cables shall be a minimum 2/0 AWG cable.

11.3.6.3 Non-Insulated aerial devices actively engaged in work on de-energized equipment shall be bonded to the properly grounded equipment being worked on.

11.3.6.4 Whenever possible, the breakaway bond cable shall be used.

11.3.6.5 If an aerial device is insulated but not rated for the voltage being worked, it shall be treated as a non-insulated device.

11.3.7 Transmission & Distribution Grounding

11.3.7.1 For work on Transmission lines and equipment, grounding practices require a minimum of appropriately rated rubber gloves.

11.3.7.2 For work on Distribution lines and equipment, grounding practices require a minimum of appropriately rated rubber gloves and sleeves.

11.3.7.3 When Transmission grounding (master grounds), the minimum cable size SHALL be 4/0 AWG.

11.3.7.4 When Distribution grounding, the ground cable requirement (size, quantity and grade). Contractor is responsible for understanding available fault current at work locations. Fault currents can be provided by the Eversource representative.

11.3.7.5 The order for selecting a ground connection is:

11.3.7.5.1 System Neutral- Static/shield wire

11.3.7.5.2 Steel structures that are grounded

a) Steel steps are NOT an acceptable TPG connection.

11.3.7.5.3 Equipment ground rod

11.3.7.5.4 Guy anchor rod

11.3.7.5.5 Temporary screw ground rod -per unit length

11.3.7.5.6 Temporary driven ground rod -per unit length

11.3.7.6 When it is necessary to use temporary screw grounds or temporary driven ground rods:

11.3.7.6.1 Where possible, location shall be out of the immediate work area to reduce tripping risks and the hazard of step and touch potentials.

11.3.7.6.2 They SHALL be barricaded at a 6-foot radius, using cones and/or tape as required, to prevent entry and to protect personnel against step potential.

11.3.7.6.3 Soil condition shall be considered to obtain an effective ground.

a) Low lying areas with permanent moisture shall be used whenever they can be found near the work area.

b) Loose loam and sandy soil shall be set to maximum depth, multiple grounds may be required.

11.3.7.7 A cluster bar is to be attached on ALL wooden poles that are to be climbed, or when working from an aerial lift, where the pole is within reaching distance of the worker.

NOTE: A cluster bar is not required for steel structures that are adequately bonded to the neutral with a bolted connector and a #4 conductor or the threaded insert and a stainless-steel ground lug.

11.3.7.8 The cluster bar is connected to a phase conductor, ground, and/or the static wire.

11.3.7.9 The cluster bar shall be bonded to a wooden pole with hardware that penetrates the pole.

11.3.7.10 The cluster bar shall be attached on the pole below the working position, leaving adequate working space above it.

11.3.7.11 When a worker is climbing and will be physically working from the structure, the cluster bar shall be installed and the penetration point shall be positioned as close as practical to the worker's feet, no greater than 3 feet.

11.3.7.12 When the field conditions do not allow for the installation of a cluster bar and/or ground cable assembly, the line must be treated as energized and all appropriate insulate & isolate work practices employed.

NOTE: When work is being performed from an aerial lift and the pole is NOT within reaching distance of the worker, a cluster bar is NOT required.

11.3.8 Transmission Grounding

11.3.8.1 When bonding for the purpose of creating an equipotential zone (after the master ground has been established), the minimum cable size SHALL be 2/0 AWG.

11.3.8.2 When working in an equipotential zone from a non-insulated aerial device or lift, install a personal bond by attaching a 2/0 AWG cable assembly from the basket to a grounded phase conductor.

11.3.8.3 The ground rods must be driven 7 feet deep, and at a minimum distance of 25 feet away (where practical) from the base of the Transmission structure where work is to be performed.

11.3.8.3.1 If maximum depth (7 feet) is difficult in gravel, hardpan, or other soil conditions:

a) Ground rods shall be set at an angle so that as much of its surface area as possible is in contact with the earth or drive and connect an additional ground rod separated 6 feet from other ground rods and maintain a minimum distance of 25 feet away (where practical) from the base of the Transmission structure.

11.3.9 Distribution Grounding

11.3.9.1 The preferred method is to install single point grounds at the pole to be worked on.

11.3.9.2 If field conditions do NOT permit, then the grounds can be installed on the adjacent pole.

11.3.9.2.1 The pole being worked on in this case would only require a cluster bar and a ground lead to the neutral.

11.3.9.2.2 If the grounds are located more than one section away, a personal ground lead to the phase being worked on would be required.

11.3.10 Grounding Mobile Equipment

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

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

11.3.10.3 When vehicles and/or multiple pieces of equipment are situated where a worker can contact them simultaneously, they SHALL be bonded together into a common ground.

11.3.10.4 Bond and ground equipment when pumping, draining or filtering the insulating fluid.

11.3.10.5 All vehicles and equipment Actively Engaged in construction or maintenance activities SHALL be:

11.3.10.5.1 Positioned where they will NOT encroach upon the MAD.

11.3.10.5.2 Grounded before work begins, with one (1) ground cable with a minimum size of 4/0 AWG.

11.3.10.5.3 Grounded to the closest ground connection point of the equipment/structure being worked.

11.3.10.6 All vehicles and equipment Actively Engaged in construction or maintenance activities SHALL be positioned inside the substation fence or, when outside the fence, on the extended substation ground grid.

11.3.10.6.1 Vehicles and equipment not engaged in operations, and thus not encroaching upon the minimum approach distance (MAD), DO NOT require grounding (a parked vehicle, storage container, or trailer).

11.3.10.6.2 An equipotential zone for the vehicle, equipment or material outside the substation fence SHALL be created and bonded to the substation ground grid when the vehicle or equipment is:

a) Located inside the substation fence and making picks outside the substation fence and off the ground grid, or

b) Located outside the substation fence off of the ground grid and making picks inside the substation fence or delivering material into the station yard (i.e. crane).

11.3.10.7 When a vehicle or piece of equipment is required to be repositioned:

11.3.10.7.1 Leave the ground cable ends attached.

a) If the ground cable ends cannot be left attached, they can be removed while the vehicle is repositioned.

11.3.10.7.2 A Spotter shall be used to ensure the safe travel path and MAD is maintained.

11.3.10.8 When a vehicle or piece of equipment is required to be in constant movement:

11.3.10.8.1 Preplan a route to avoid encroaching upon the MAD.

a) If a route cannot be determined without encroaching upon the MAD, do NOT proceed until other arrangements are made.

11.3.10.9 When a vehicle or piece of equipment is to sit for an extended period:

11.3.10.9.1 The vehicle or piece of equipment shall be removed from the work zone.

a) If it cannot be removed from the work zone, it shall be grounded.

11.3.11 All Underground splicing vehicles/trucks/vans, regardless of operation, shall be grounded inside a Substation.

11.3.12 Minimum Approach Distance (MAD)

11.3.12.1 All personnel shall follow the applicable OSHA Minimum Approach Distance (MAD) tables (see Attachment 8).

11.3.13 Appointment of a Safety Observer

11.3.13.1 If work is being performed where there is a potential for persons or equipment to come in contact with energized equipment, a safety observer (spotter) shall be appointed by the Contractor to aid in protecting employees and others from hazards. The safety observer shall be a "Qualified Electrical Worker" with the training and experience specified in OSHA regulations, specifically the "Electric Power Generation, Transmission and Distribution Standard" OSHA 1910.269.

11.3.13.2 At a minimum, a safety observer shall be used:

11.3.13.2.1 while positioning trucks, cranes or other equipment and where precise placement is required to avoid contact with or damage to existing equipment or circuits,

11.3.13.2.2 while moving loads overhead that may come within OSHA clearance requirements, and

11.3.13.2.3 at other times where assistance is needed to help direct specific tasks for the protection of personnel, equipment, or property.

11.3.13.3 The contractor shall identify any overhead, and/or horizontal hazards (guy wires, distribution circuits, communication lines, public spaces, and/or recreation paths) that are <30' FT. to the work area that is actively having work performed. Once the hazards are identified the hazards shall be mitigated by the contractor to ensure a safe work area has been created for employees, equipment, and the public.

11.3.13.4 The Safety Observer shall assume ownership of the task and have direct authority of the immediate activity until the affected activity has been completed.

11.3.14 Substation Work Area Identification (SWAI)

11.3.14.1 Contractors shall establish Substation Area Work Identification (SWAI) to ensure that safe work areas are identifiable in substations where maintenance, construction, and testing activities are taking place.

11.3.15 Electrical Work Pole Banners

11.3.15.1 Electrical work pole banners are used as follows:

11.3.15.1.1 To indicate workers are working downstream.

11.3.15.1.2 To hold a Clearance or Permission tag, if a pocket is provided.

11.3.15.2 When installed properly, pole banners alert personnel at the feed side of a primary radial that there are crews working on the circuit. Other normal crew protections must also occur, such as lifting taps and grounding. The pole banner alone is not a protection method and should never be treated as such.

11.3.15.3 All Eversource employees and Contractors shall understand and respect the electric work pole banner as an informational method to warn them of personnel working on a circuit.

11.3.15.4 During storm restoration, Contractors shall apply pole banners even when working under a Control Center clearance, to alert anyone coming upon a visible break or isolating device that there are crews working in the vicinity.

11.3.16 Tree Work Pole Banners

11.3.16.1 LCTT/LCA pole banners are intended as a visual, informational, and work control barrier used to provide awareness that a Tree Crew is working downstream of an open protective device. Tree crews could be engaged in work that may include live line methods, patrolling the circuit, or cutting operations (aloft/ground).

11.3.16.2 When a tree crew is working on a de-energized circuit, a pole banner should be installed by either the Line Clearance Tree Trimmer or a Qualified Line-Clearance Arborist to provide awareness a Tree Crew is on the circuit.

11.3.16.3 If applied, LCTT/LCA pole banners are to be applied on:

11.3.16.3.1 The pole where requested grounds are installed (if de-energized and grounded)

11.3.16.3.2 The pole with the closest protective device feeding the work location (if de-energized)

11.3.17 Lockout/Tagout

11.3.17.1 The Contractor shall coordinate the lockout/tagout of equipment with the Eversource Representative. This shall include:

11.3.17.1.1 A review of the contractors LO/TO program prior to execution of work and confirmation that the LO/TO program to be used meets all the requirements per Eversource LO/TO Standard. This will be captured in HASP.

11.3.18 Prior to the start of work, an on-site, documented review shall be conducted on the LO/TO procedure by Contractor and Designated Authorized Worker. This review shall include visual confirmations and verifications of the procedure.

11.3.19 Pole/Structure Inspection

11.3.19.1 The Contractor shall ascertain the structural integrity of a pole or other structure prior to installation, removal, or repair of equipment on the structure in accordance with OSHA 1910.269 Appendix D.

11.3.19.2 Contractors shall not climb poles that are found to be defective.

11.3.19.3 If a pole/structure is found to be defective, it shall be reported to the Eversource Representative who shall provide the information to local Area Work Center (AWC) management.

11.4 Personal Protective Equipment (PPE) General Requirements

11.4.1 At a minimum, basic PPE attire at sites and other similar work zones shall include:

11.4.1.1 Safety glasses with side shields meeting the ANSI Z87 standard,

11.4.1.2 Hard hat meeting ANSI Z89.1 standard (Class C are not allowed),

11.4.1.3 Work pants and shirt that are appropriate for the hazards,

11.4.1.4 EH rated safety footwear meeting ASTM F2413-18 (M I/75/C75/Mt75), (steel toe or composite) footwear for all electrical overhead, underground and substation work over 50 volts, or in an area of expected downed wires (based on OSHA 1910.136), and anti-slip footwear should be worn during winter (icing) conditions.

11.4.1.5 High-visibility traffic outerwear meeting ANSI/ISEA 107-2015. Apparel must meet Class 3 standards.

11.4.1.6 Vegetation Management cutting with a chain saw or powered equipment requires the use of PPE including chaps, (if not in a bucket), and appropriate head, face and noise protection.

11.4.2 Cut-resistant gloves with a minimum ANSI Cut Level A4 or greater shall be worn when exposed to a laceration hazard. Chainsaw use does not require gloves to be worn.

11.4.3 Contractors shall comply with any additional Eversource location or work task specific requirements that have been communicated.

11.4.4 If unable to determine the correct level of PPE, the Contractor shall consult with the Eversource Representative to determine the specific requirements for FR clothing, including arc flash protection.

11.4.5 The minimum arc rating is 8 cal/cm^2 (Cat 2) for all garments when exposure to energized conductors or parts exist. This number increases depending on arc flash exposure.

11.4.5.1 Arc rated face shields and hoods/balaclava to protect head, face, and neck are required when working aloft on energized lines with an arc energy >9 calcm^2 and required for opening and closing (the making or breaking of primary load) when operating overhead primary switching devices aloft. (e.g., cutouts, disconnects, trip savers).

11.4.6 FR clothing (which includes arc-resistant rain gear) shall be worn:

11.4.6.1 When personnel are working on energized (or potentially energized) equipment or lines.

11.4.6.2 When distance and position expose the worker to electric arc or flame hazards.

11.4.6.3 During live gas work, and/or when entering the work zone where an applicable hazard is present.

11.4.6.4 When entering and working in energized substations (long sleeves required).

11.4.7 All FR clothing shall:

11.4.7.1 Meet ASTM F1506 or ASTM F1959 and OSHA 1910.269 for electrical work.

11.4.7.2 Meet NFPA 2112 and 2113 for affected natural gas work activities.

11.4.7.3 Be worn as the outermost layer of clothing.

11.4.7.4 Be worn when workers measure voltages, test, or ground electrical equipment or lines.

11.4.7.5 Be worn when work requires the use of rubber protective equipment or the use of insulated live line tools.

11.4.7.6 Be worn when workers control/operate electrical equipment over 50 volts at the device location or are within 10 feet of equipment which is being physically operated by another worker.

11.4.7.7 Be worn where a hazard identification sign is posted.

11.4.8 Rubber Gloves and Sleeves

11.4.8.1 Rubber gloves and sleeves shall be donned before the worker leaves the ground and shall be worn until the worker returns to the ground (commonly referred to as "ground to ground" or "cradle to cradle") and be rated for the voltage being worked.

11.4.8.2 **EXCEPTION:** For voltages 69 kV and above, workers may use specialized equipment or work practices if these workers have been appropriately trained and qualified.

11.4.8.3 Gloves and sleeves shall be worn when performing grounding evolutions.

11.4.8.3.1 **NOTE**: Grounding above 69kV requires the use of Class 2, at a minimum, Rubber Gloves to protect from induction hazards.

11.4.8.4 Class 2, at a minimum, Rubber Gloves shall be worn when joining conductors together from the ground to mitigate any potential induction hazards.

11.4.8.4.1 **EXCEPTION**:

a) Conductor has been bonded with a jumper to bring to the same potential.

b) Conductor is effectively grounded, and no difference of potential (induction, static) is present as verified by a potential test.

11.4.8.5 During storm conditions, Minimum of Class II high voltage rubber gloves and rubber sleeves (rated sleeves while aloft) (or higher rated gloves and sleeves dependent upon actual system voltage exposure) are required to be worn at all times whenever an employee is exposed to conductors which may be energized or become energized, including any conductor which is effectively grounded.

11.5 Smoking/Vaping

11.5.1 Smoking/Vaping is prohibited:

11.5.1.1 in and within twenty-five (25) feet of all Eversource buildings or entrances,

11.5.1.2 within twenty-five (25) feet of flammable materials,

11.5.1.3 in other areas designated as No Smoking, and

11.5.1.4 on all Eversource Project/Job sites.

11.6 Confined Space Entry (including Enclosed Space Entry)

11.6.1 The Contractor shall consider all confined spaces as "permit-required" confined spaces until the Contractor conducts a written hazard assessment that documents otherwise.

11.6.2 Contractors shall not enter into any type of confined space, until the atmosphere of the space has been tested by a competent person.

11.6.3 All members of the confined space entry team; entrant, attendant and entry supervisor, must be trained to perform their required duties.

11.6.4 While working at Eversource's sites, Contractors shall coordinate all entries into confined spaces (whether permit-required confined spaces, non-permit confined spaces, or enclosed areas) with the Eversource Representative, the local facilities/building supervisor, and other applicable work groups to ensure each other's activities will not affect the safety or health of any person.

11.6.5 Non-entry rescue methods are required. If this cannot be achieved, qualified entry rescue personnel shall be available on site.

11.6.6 Tools brought into an environment that has the potential to contain an explosive environment shall be intrinsically safe. (Spark Resistant)

11.7 Hazard Communication

11.7.1 The Contractor shall have a Hazard Communication Program and make it available, if requested, to the Eversource Representative.

11.7.2 The Contractor shall maintain the most recent, and have readily available, Safety Data Sheet (SDS) for all needed chemicals.

11.7.3 All primary and secondary containers that contain a chemical shall be labeled. Minimum label requirements include the product name, manufacturer or distributor, and hazard warning and shall meet OSHA and/or the United Nations Globally Harmonized System (GHS) of Classification and Labeling of Chemicals.

11.8 Hot Work

11.8.1 If hot work (e.g., burning, welding, cutting, brazing, soldering, grinding, using fire- or spark-producing tools, or other work that produces heat or a source of ignition) is being done in an Eversource location, the Contractor shall review it with the Eversource Representative prior to issuing a Hot Work Permit.

11.8.2 Prior to performing hot work, the Contractor shall complete, and review with the crew, a Hot Work Permit and retain until end of the project. See Attachment 9.

11.8.2.1 Hot work permit shall be retained with project documentation.

11.8.3 Comply with all local regulations pertaining to hot work and obtain any required permits.

11.8.4 If a hot work permit is created, it shall be noted on the tailboard.

11.8.4.1 Fire watches shall remain in place 30 minutes or per local guidelines after hot work stops.

11.9 Lifting and Hoisting

11.9.1 Contractors shall certify that all operators of mobile equipment such as cranes, derricks, boom lifts, etc., have been trained and certified on the specific equipment they use and meet all Federal, State, and Local requirements.

11.9.2 Non-operators, such as signal persons, shall also be trained and qualified.

11.9.3 Copies of the training and certification shall be maintained on the project site by the Contractor and provided to the Eversource Representative upon request.

11.9.4 The Contractor shall not move loads suspended from mobile equipment without the load being secured to prevent swinging. Tag lines shall be used on all loads except when there is a danger of the equipment, load, or tag line contacting energized parts. If

the tag lines have the potential to contact energized parts, the line shall be dielectrically rated and tested before use.

11.9.5 The swing load radius shall always be kept clear when moving suspended loads.

11.9.6 Lifting devices and hardware (slings, chains, shackles, etc.) shall be rated, inspected, and properly connected for the application. Load charts shall be available, and no load may be lifted until its weight has been determined.

11.9.7 The following hoisting operations shall have a Critical Pick Plan developed by the Contractor and reviewed with the Eversource Representative prior to performing the work:

11.9.7.1 Picks equal to or greater than 75% capacity of the crane, at a defined radius, as shown on applicable crane manufacturer's load capacity charts for the configuration to be used.

11.9.7.2 When two cranes are used for a common load.

11.9.7.3 When one crane and another lifting device (e.g., backhoe) is used.

11.9.7.4 When two other lifting devices are used.

11.9.8 All other crane operations shall have a documented Pick Plan.

Note: Tip setting a transmission pole with the use of a second positioning piece of equipment would not trigger a critical pick plan. Weights and measures along with work plan to set the pole shall be documented and discussed through the tailboard process.

11.10 Trenching & Excavations

11.10.1 The Contractor shall designate a Competent Person to oversee all trenching & excavation work. The names and qualifications of designated Competent Persons shall be available if requested by the Eversource Representative.

11.10.2 The Contractors shall assume the soil is Type C, as defined by OSHA, unless they prove otherwise with appropriate engineering tests.

11.10.3 The Contractor shall contact the appropriate "Call Before You Dig" or "Dig Safe" agency the requisite number of days (typically two to three business days) prior to the planned start of any excavation. An active "Call Before You Dig" or "Dig Safe" clearance is required before any mechanical excavation work can begin. Contractor shall have the respective confirmation number at the job location.

11.10.4 The Contractor performing the excavation shall locate all underground utilities, ensure that they are marked properly, and ensure that those markings are maintained.

11.10.4.1 Underground utility locating shall be done using Cable Avoidance Tool (CAT), Ground Penetrating Radar (GPR), Radio-detection methods, or greater than or equal to technologies.

11.10.4.2 Soft digging or non-mechanized means (e.g. Hand digging, VAC truck, etc.) shall be used in close proximity (within 18 inches) to underground facilities.

11.10.5 All unattended trenches and excavations shall be guarded to prevent inadvertent falls.

11.10.6 Each employee in an excavation greater than five (5) feet (or less if the situation warrants) shall be protected from cave-ins by an adequate protective system, such as sloping, benching, or shoring system.

11.10.7 Excess backfill material shall be removed promptly and transported to designated facilities in accordance with Eversource environmental materials handling guidelines. All street surfaces and sidewalks shall be swept clean at the end of each workday.

11.10.8 Where oxygen deficiency (atmospheres containing less than 19.5 percent oxygen) or a hazardous atmosphere exists or could reasonably be expected to exist, such as in excavations in landfill areas or excavations in areas where hazardous substances are stored nearby, the atmospheres in the excavation shall be tested before employees enter excavations greater than 4 feet in depth. [1926.651(g)(1)(i)]

11.10.9 A stairway, ladder, ramp, or other safe means of egress shall be in trench excavations that are four (4) feet or more in depth so as to require no more than 25 feet of lateral travel for personnel to exit. [1926.651(c)(2)]

11.10.10 Employees shall not work in excavations in which there is accumulated water, or in excavations in which water is accumulating, unless adequate precautions have been taken to protect employees against the hazards posed by water accumulation. The precautions necessary to protect employees adequately vary with each situation but could include special support or shield systems to protect from cave-ins, water removal to control the level of accumulating water, or use of a safety harness and lifeline. [1926.651(h)(1)]

11.10.11 Employees shall be protected from excavated or other materials or equipment that could pose a hazard by falling or rolling into excavations. Protection shall be provided by placing and keeping such materials or equipment at least two (2) feet from the edge of excavations, or by the use of retaining devices that are sufficient to prevent materials or equipment from falling or rolling into excavations, or by a combination of both if necessary. [1926.651(j)(2)]

11.10.12 Employees using heavy equipment shall not straddle trenches with the equipment unless a load plate is used beneath.

11.11 Guarding of Holes and Openings

11.11.1 The Contractor shall guard or place appropriate barricades around temporary openings in floors, walls, excavations, etc., to prevent inadvertent entry.

11.11.2 Covers over excavations or floor holes shall be of sufficient strength, conspicuously marked to indicate the hazard and the danger of removal and secured to prevent inadvertent movement or removal whenever feasible. Covers shall be able to take two (2) times the intended weight.

11.12 Scaffolding

11.12.1 The Contractor shall designate a Competent Person to oversee scaffolding work. The person's qualifications and contact information shall be made available to the Eversource Representative, if requested.

11.12.2 One hundred percent fall protection or restraint shall always be used during erection, maintenance, use, and dismantling of the scaffold whenever the fall hazard is six (6) feet or greater.

11.12.2.1 If 100% fall protection isn't feasible or it creates a greater hazard, the Competent Person shall possess documentation that clearly describes why that is and the methods that are being implemented to achieve as close to 100% fall protection or restraint as possible.

11.12.3 Scaffold components shall not be used for fall protection or restraint anchorage unless the Contractor similarly possesses documentation by a scaffolding "Qualified Person" as defined by OSHA 1926.450 validating the suitability of the components for such use. All documentation must be readily available for review by the Eversource Representative.

11.12.4 From the time scaffold erection begins until the scaffolding is completely dismantled, the Competent Person shall inspect all scaffolding and associated components at least once each work shift prior to its use and shall affix signs, tags, or equivalent means that communicate whether the scaffolding is or is not safe to use. Transfer of responsibility from one Competent Person to another is acceptable provided the contact information and qualifications for the new Competent Person are available, as requested, to the Eversource Representative.

11.13 Ladders

11.13.1 Only ladders constructed of fiberglass may be used in and around electrical equipment, including substations.

11.13.2 Ladders are to be properly positioned. Straight and extension ladders are to be tied off at the top and bottom or footed by another person. Step ladders may be used only in the fully open position with the spreader brackets locked in place. No person may stand or sit on the steps or platforms on which standing or sitting is prohibited.

11.14 Fall Protection

11.14.1 One hundred percent fall protection meeting the ANSI standard shall be provided for all workers exposed to fall hazards of:

11.14.1.1 Four (4) feet or greater from structures that support overhead electrical lines (e.g., poles, towers, structures).

11.14.1.2 Six (6) feet or greater in other construction activities.

11.14.2 If the requirements of step 11.14.1 are not feasible or create a greater hazard, the Competent Person shall possess documentation clearly describing why using 100% fall protection or restraint is not being used and shall also describe the methods that are being implemented to achieve as close to 100% fall protection or restraint as possible.

11.14.3 If working around electricity or gas, fall protection equipment shall be FR Rated to the applicable hazard.

11.15 Tools and Equipment

11.15.1 Contractors are responsible for providing proper tools and equipment. Except in rare or emergency situations, Eversource will not provide or lend tools or equipment, including PPE.

11.15.2 Tools and equipment shall be maintained in safe condition and used as designed and without removing, defeating, or otherwise compromising guards or other safety devices.

11.16 Nail Guns and Powder-Actuated Tools

11.16.1 Nail guns and powder-actuated tools shall be used in such a manner to ensure the projected fastener cannot miss or penetrate the intended surface and strike an unintended person or object, including but not limited to the fastener becoming an airborne projectile.

11.16.2 Powder-actuated tools shall require the use of a Hot Work Permit in the area of natural gas, propane, or LNG facilities.

11.16.3 Precautions required but are not limited to:

11.16.3.1 Directing the line of fire away from other persons, including passersby.

11.16.3.2 Preventing access to the opposite sides of nailing surfaces (e.g., walls).

11.16.3.3 Preventing access closer than twenty (20) feet to activities involving powder-activated tools.

11.17 Work Zone Protection and Traffic Control

11.17.1 If a work activity is on or near a road, the Contractor and any subcontractors shall comply with all applicable parts of the most current U.S. Department of Transportation's Manual on Uniform Traffic Control Devices (MUTCD) and any additional state-required work zones rules beyond the MUTCD.

11.17.2 All workers who are exposed to either traffic (vehicles using the highway for purposes of travel) or to work vehicles and construction equipment within the work zone shall wear high-visibility safety apparel that meets performance ANSI Class 3 requirements.

11.17.3 If working in areas covered by state permits issued to Eversource, Contractors are required to comply with the provisions (work practices and notifications) of the permit language.

11.18 Walks and Roadways

11.18.1 When working at an Eversource location, Contractors shall not hinder or obstruct the normal flow of vehicular or pedestrian traffic without prior coordination with the appropriate City/Town officials.

11.18.2 If the normal flow of vehicular or pedestrian traffic must be affected, the Contractor shall implement the appropriate controls (e.g., provide approved lights, barriers, signs, warning devices, signal persons, or other precautions) to alert traffic of the hazard and control the flow to ensure safety.

11.19 Housekeeping

11.19.1 Contractors shall keep the job site neat, clean, and free of debris, trash, and hazards.

11.19.2 Contractors shall store all materials in a neat and orderly fashion. Trash/debris shall be managed when generated so as not to present a tripping/walking hazard.

11.20 Barriers, Warnings, Signs, and Signage Credibility

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

11.20.1.1 Note the nature of the hazard.

11.20.1.2 Provide guidance to the reader.

11.20.2 When the signs or barriers are not available or their use is not practicable, such as for a momentary hazard exposure, the Contractor shall post employees to prevent others from being exposed to the hazard(s).

11.21 Vehicle Safety and the Federal Motor Carrier Safety Regulations

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

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

11.21.3 In addition:

11.21.3.1 Vehicles shall be parked or positioned to avoid backing whenever practical. If more than one employee is in/on/near a vehicle, one employee shall be positioned outside the vehicle to aid the driver when backing is necessary.

11.21.3.2 Before moving a parked vehicle, the operator shall conduct a circle safety check to identify persons and objects.

11.21.3.3 Vehicles shall be backed into parking spaces in order to pull away when and where practicable as to not induce additional danger or complications to them.

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

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

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

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

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

11.22 Gas Systems

11.22.1 Atmospheres shall be tested with a properly calibrated Combustion Gas Indicator (CGI) or Gas Measurement Instrument (GMI) in accordance with Eversource requirements.

11.22.2 At minimum, an approved and properly inspected ABC type fire extinguisher shall be at the worksite and readily available during all routine and live gas operations as conditions warrant.

11.23 Life Safety Systems

11.23.1 If life safety equipment will be disabled during a project, the following shall be implemented:

11.23.1.1 Notification (pre & post) process to impacted personnel.

11.23.1.2 On-site monitoring

11.23.2 Coordination and approval shall be conducted with Eversource business teams applicable to the project scope.

11.23.3 All Federal and Local life safety guidelines shall be complied with.

12. VERIFICATION OF COMPLIANCE

12.1 Contractor Safe Work Observations

12.1.1 The Contractor shall implement a Safe Work Observation process that includes, at a minimum:

12.1.1.1 Routine and systematic observations of a cross-section of employees performing their work-related tasks at a worksite.

12.1.1.2 A means to evaluate the actual work methods being used against the applicable safety requirements to determine the extent of compliance.

12.1.1.3 Following the Work Observation and evaluation, engage the employees in a dialogue using the following "coaching" techniques, relating to their compliance or non-compliance with the applicable Work Policy(s).

12.1.2 If, at any time, any employee is seen performing an unsafe act, the observer shall perform the following:

12.1.2.1 Immediately stop the activity.

12.1.2.2 Establish a safe condition for the job or task.

12.1.2.3 Communicate the concern about the task performance with the employee.

12.1.2.4 Use coaching techniques to determine the appropriate course of action depending on the severity of non-compliance.

12.1.2.5 Perform any necessary immediate corrective actions.

12.1.2.6 Make any necessary notifications.

12.1.2.7 Document the incident.

12.1.2.8 Ensure an incident analysis is performed.

12.1.3 Safe Work Observation data shall be maintained and available for the Eversource Representative.

13. ENSURING CONTINUOUS IMPROVEMENT

13.1 Eversource – Contractor Benchmarking

13.1.1 Participate, upon invitation, to various contractor meetings and events Eversource convenes (e.g., monthly benchmarking, leadership meetings, annual conferences) with the intent to share learnings, best practices and discuss emerging issues that impact both Eversource and our contractors.

14. SUMMARY OF CHANGES

Revision 0 – Effective Date – 02/18/2020

14.1.1 Original Issue

14.1.2 This document supersedes all versions of the "Contractor Safety Performance Management at Eversource" policy, all of its associated attachments, and any pre-existing documents that contain Contractor safety policies.

Revision 1 – Effective Date – 05/01/2021	
Section Modified	**Description of Modification**
3 Definitions	• Added Contractor Classification, critical lift, HOP and Safety Professional
4 References	• Added Edison Electric Institute (EEI) • Identified affected states for pre-digging notifications
5.2 Safety Communication	• Removed
6.1-6.3 Contractor Classification	• Provided contractor classification and definition of High or Low Risk status
7.1.1 ISNetworld	• Removed reference to safety specific data needing to be uploaded to ISNetworld by the 10th of each month
7.3 Contractor Requirements	• Included sentence about subcontractors being responsibility of primary contractor
7.4.1 Alcohol, Controlled Substances, and Weapons	• Incorporated random testing requirements
7.6.2 Safety Work Rule Compliance	• Modified sentence to include adherence to contractor's company safety work policies and/or union/state agreement for safety compliance
7.7.2 Eversource "Rules to Live By"	• Added influence of outcome from incident analysis
8.1.4 Contractor Project Health and Safety Work Plans	• Requirement to include on-site availability of HASP, JHA, Job Brief
8.3 Safety Professional Oversight 8.3.1.1 and 8.3.1.2 and 8.3.2	• Definition of Safety Professional added to definitions section • Included reporting requirements and clarification to ensure both primary and sub-contractors are in head count
9.2 Contractor Safety Related Incidents Section 9.2.1.1 and 9.2.1.2	• Associated a time frame of 6 months and 12 months
11.1 Job Safety Briefings Section 11.1.1.4	• Incorporates the effect of changing conditions at site or relocation of crew and/or crew originally defined activity
11.4 Personal Protective Equipment (PPE) General Requirements 11.4.1.5 and 11.4.1.6	• Added Class 3 vest requirement • Included the PPE requirement when operating a chain saw and power trimming equipment

Revision 1 – Effective Date – 05/01/2021	
Section Modified	**Description of Modification**
11.8.3 Hot Work	• Expanded to include sections 11.8.3 related to complying with local regulations and 11.8.4 to include hot work permit reference on tailboard
11.9.8.1 Lifting & Hoisting	• Included language describing that tip setting a pole with a second piece of equipment would not constitute a "critical pick plan"
11.10.8 Trenching & Excavations	• Changed 3-foot egress means requirement to 4 feet.
12 Verification of Compliance with Contractor Safety Standard 12.1 Contractor safety professional and Contractor supervision work observation program	• Changed to Verification of Compliance • Changed to Contractor Safe Work Observations
13 Ensuring Continuous Improvement Section 13.1	• Removed section on "Plan-do-check-act" • Changed Contractor Safety Performance Corrective action to Eversource – Contractor Benchmarking
General Document replacement	• Replaced Contractor Safety Standard with Contractor Safety Policy

Revision 2 – Effective Date – 04/01/2024	
Section Modified	**Description of Modification**
Attachments	• Revised Contractor High Hazard Assessment Criteria
Executive Summary	• Revised to align with Eversource expectations of a safe and healthful workplace.
4 - References	• Updated hyperlinks
6 - Contractor Classification	• Revised to eliminate stand-alone requirements of a Low-Hazard Contractor and provided exceptions to what a Low-Hazard Contractor needs to follow.
7.1 – ISNETWORLD (7.1.2, 7.1.3, 7.1.4)	• Incorporated use of "Approved" / "Non-Approved" versus grade scoring for contractor authorization to work on system. • Added in a negative waiver matrix for At-Fault events for consideration in contractor scoring process (SIF-A/SIF-P/Switching & Tagging Error). • Included process for classification of SIF-A / SIF-P / Switching & Tagging Error. • Included periodicity of negative variance waiver. • Included responsibility of Prime-Contractors for Sub-Contractors.
7.3 – Contractor Requirements	• Updated language to reflect requirements

REDACTED

7.4 – Alcohol, Controlled Substances, and Weapons	• Updated language around controlled substances and compliance with 49 CFR Part 40.
7.6 – Safety Work Rule Compliance	• Updated Eversource contact and violation expenses.
7.7 – Eversource "Rules to Live By"	• Added Contractor requirement in additional costs or delays.
8.1 – Contractor Project Health and Safety Work Plan (HASP)	• Added timeframe to submit HASP
8.2 Pre-Construction Meeting	• Added additional items for review
8.3.3 – Weekly Report	• Added weekly report submittals for High-Hazard work.
8.4 – Contracted Helicopter Services	• Added requirements for Pre-Flight meeting. • Added topics to be covered.
8.5 – Emergency Response/Medical	• Added requirement for minimum class of first aid kit.
9 – Incident Reporting and Analysis	• Added timeframes for reporting and producing preliminary and final incident analysis.
9.2 – Contractor Safety Related Incidents	• Revised responsibility of Prime-Contractor and variance process with Sub-Contractors
Section 11.3.3 Arc Flash	• Added requirements for arc flash values to known on job sites with arc flash exposure. • Added process to obtain values.
11.3.4 – Grounding	• Added Eversource standard requirements for various grounding applicability's.
11.3.7 – Substation Work Area Identification (SWAI)	• Added requirements for a substation work area identification when applicable.
11.3.16 – Tree Work Pole Banners	• Updated tree pole banner language for applicability.
11.4.2 – Personal Protective equipment General requirements	• Changed cut level from A6 to A4.
11.4.5 – Minimum Arc Rated Clothing	• Added in section 1.4.5.1 related to PPE for working aloft when arc energy is > 9cal/cm$^{2.}$
11.4.8 - Rubber Gloves and Sleeves	• Updated section to include minimum Class 2 glove use while grounding due to induction hazards. • Added Class 2 requirement for joining conductors on the ground due to induction hazards.
11.5 – Smoking/Vaping	• Added vaping to prohibited list.
11.6 – Confined Space Entry	• Added entry requirements for testing and team duties.
11.8.2.1 - Hot Work	• Added hot work permit retention.
11.8.4.1 – Hot work fire watches	• Added in reference to Local Guidelines for length of time
11.10 – Trenching & Excavations	• Added requirements around locating technology use and soft digging work practices.
11.18 – Walks and Roadways	• Changed coordination requirement to City/Town officials.

REDACTED

11.23 Life Safety Systems	• Added process for Life Safety System disabling
13.1 – Eversource Contractor Benchmarking	• Removed various non-applicable details and limited to 13.1.1.
Definitions	• Added definitions for HASP / HOP / SIF-A / SIF-P / Switching & Tagging Error.
Attachment 2	• Changed from “High Risk” to “High Hazard”

REDACTED

Attachment 1 Definitions

(Page 1 of 4)

Term	Definition
Competent Person	Is someone capable of identifying existing and predictable hazards in the surroundings or working conditions that are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them
Contractor Representative	The representative of Contractor designated to serve at the applicable Site as a full-time project manager, who shall be responsible for planning, scheduling, updating, and reporting on the applicable Work Schedule. Each Contractor Representative shall be authorized to act on behalf of, and otherwise bind, Contractor and receive direct communications from Owner. Each Contractor Representative shall be available (and Contractor shall appoint, in writing, an alternate contact) on a continuous basis, 24 hours per day, seven days a week.
Contractor Classification	Contractors will be classified, by hazard, into either a High or Low category and must meet the requirement based on the hazard category.
Contractor Safety Policy	This document in its entirety and all referenced attachments and exhibits.
Critical Lift	A hoisting or lifting operation that the company, contractor, or management judges to present an increased level of risk beyond normal lifting activities. Such increased risks may relate to personal injury, damage to property, interruption of production, delays in schedule, release of hazards to the environment, equipment capacity, etc.
Eversource	Eversource Energy Service Company or "Owner" a Connecticut corporation, for itself or as agent for one or more of its Affiliates.
Eversource Representative	With respect to a Project, the representative of Owner designated pursuant to the Agreement.
Health and Safety Plan (HASP)	A site-specific plan to describe all potential hazards of the work site, along with controls and work practices selected to minimize those hazards.
Host Employer	Defined as "Eversource" in this document, is the employer that operates or controls the systems.
Hot Work	Any evolution that involves the use of burning, welding, or brazing equipment, explosives, open flames, grinders, and any other activity that produces a flame, spark, or excessive heat.
Human and Organizational Performance (HOP)	A safety philosophy based on the key principles that 1) people make mistakes, 2) blame fixes nothing, 3) context drives behavior, 4) learning and improving are vital, and 5) a leader's response matters.
Life Safety Systems	Systems and devices that help ensure the safety of a building's occupants during an emergency such as a fire, earthquake, security break-in, gas leak, or power failure. Examples of life safety systems include:

	• Fire sprinklers / suppression systems • Fire alarm and detection systems • Fire extinguishers • Central station monitoring • Emergency and exit lighting • Notification and Intercoms
Incorporated Rules and Procedures	Those documents that are incorporated by reference in the Eversource Contractor Safety Requirements may be updated from time to time and are available on the Owner's Website.
Information	All Intellectual Property, applicable Agreement Documents, Scope of Work, computer software and documentation, studies, data and databases, reports, documents, designs, plans, drawings, calculations, specifications, and other documents and information arising out of and/or produced in connection with any of the Work for each Project, all in whatever form or media.
Order	The document issued by Owner for specific work, which shall be either: (a) a Purchase Order for any procurements by Eversource; provided however, that the default Purchase Order General Terms and Conditions referenced in the Owner's Purchase Order(s) shall be excluded from the Agreement to which these General Terms and Conditions are attached, are hereby deleted and shall not bind either party; or (b) a Purchase Order or Agreement form, for any procurements by any Eversource Affiliate provided however, that the default Purchase Order General Terms and Conditions referenced in the Purchase Order or Agreement form shall be excluded from the Agreement to which these General Terms and Conditions are attached, are hereby deleted and shall not bind either party. Any additional or conflicting terms and conditions in Contractor's confirmation thereof, or Contractor's documentation, including invoices, are hereby expressly rejected and excluded from the Agreement, are inapplicable to the Agreement, shall not be considered part of the Order(s), and shall be of no force and effect.
Occupational Safety and Health Administration (OSHA)	The United States Occupational Safety and Health Administration or any successor agency thereto.
Owner or Eversource	The corporation that is the contracting party who has retained the Contractor's services and/or the owner of the facilities on or for which Contractor is performing the contracted duties. The companies who fall within this definition may include, but are not limited to, The Connecticut Light and Power Company, NSTAR Electric Company Public Service Company of New Hampshire, Yankee Gas Services Company, NSTAR Gas Company, Eversource Gas Company of Massachusetts, and Hopkinton LNG Corp., and Eversource Energy Service Company, Aquarion Water Company, which may act as authorized agent for any of the aforementioned corporations.

REDACTED

Owner's Website	Collectively, the Owner's website and Owner's File Transfer Protocol (FTP) site that stores the most current versions of certain Agreement documents such as Incorporated Rules and Procedures, certificates, forms, work protocols and rules, policies, guidelines and such documents with relevant to the Services and Work that will be made available to Contractor upon Contactor's execution of the Confidential Information Agreement.
Owner or Eversource Representative	With respect to a Project, the representative of Owner designated pursuant to the Agreement.
Party	Either Contractor or Owner and "Parties" shall mean both of them.
Pre-existing Hazardous Materials	Hazardous Materials existing at a Site prior to commencement of the Work; excluding any and all Hazardous Materials managed, used, stored, generated and/or otherwise brought onto or released from a Site by Contractor, any Subcontractor and/or any of their respective agents or employees.
Prime-Contractor	The prime contractor is responsible for the completion of a project under contract with the owner. The prime contractor must complete the project and can hire multiple subcontractors to do so. The prime contractor is responsible for the compliance with project safety.
Project	Any particular project that may, in the exercise of Owner's sole discretion, be awarded under the Agreement to Contractor, as may be more particularly described in the applicable Work Release, Purchase Order or Project-Specific Agreement.
Purchase Order (PO) or Purchase Order Release	A purchase order, blanket purchase order, release or contract, in each case in the form and on such terms as determined by Owner in its sole discretion that is issued by Owner's Procurement department and is used as an invoicing and payment vehicle.
Request for Proposal (RFP)	With respect to a Project, the request for proposals issued to bidders by Owner via Owner's bidding processes, systems or other methods solely at the discretion of Owner in accordance with Owner's requirements for engaging Contractors and providing for bids on the basis of a fixed and/or unit price.
Safety Professional	Safety Professionals are persons who perform at least 70% of professional level safety duties including making worksite assessments to determine risks, potential hazards and controls, evaluating risks and hazard control measures, investigating incidents, maintaining and evaluating incident and loss records, and preparing emergency response plans. Other duties could include hazard recognition, fire protection, regulatory compliance, health hazard control, ergonomics, hazardous materials management, environmental protection, training, accident and incident, investigations, advising management, record keeping, emergency response, managing safety programs, product safety and/or security.

Scope of Work	A written description of the Work to be performed and collectively, the information, engineering data, job instructions, plans, project drawings, including design, development and construction drawings, technical specifications, computer software, plans, studies, data, reports, calculations, specifications, engineering data and conditions, and any environmental information on any Pre-Existing Hazardous Materials, including civil, environmental, electrical and mechanical specifications describing the Work on a Project, all as may be set forth in the applicable Work Release or Project-Specific Agreement. "Scope of Work" shall mean, with respect to a Project, all drawings, including design, development and construction drawings, technical specifications, computer software, plans, studies, data, reports, calculations, specifications, engineering data (including that furnished pursuant to the applicable Scope of Work), and other documents that describe the Work and are developed pursuant to the Agreement Documents.
Serious Injury and Fatality (SIF) Actual (A) – SIF A	A life altering injury/illness, life threatening injury/illness or a fatality. Eversource follows Edison Electric Institute (EEI) Serious Injury and Fatality (SIF) Criteria for classification guidelines.
Serious Injury and Fatality (SIF) Potential (P) – SIF P	A high-energy incident that did not result in a serious injury or fatality; however, did not have a direct control present and exposed a worker to the high energy within 6' or exposed the worker when there is restricted egress from the energy source.
Site	The location(s) at which any of the Work on a Project is to be performed. A site may include Owner's property, Owner rights-of-way, or other property not owned by Owner where Work or any other work related to a Project is to be performed, as may be more particularly described in any applicable Agreement Documents.
Sub-Contractor	The subcontractor enters into a contract to complete work for the prime contractor.
Switching & Tagging Error	An undesirable consequence of injury, equipment damage or outage resulting from either human action (or inaction) or system conditions, as related to switching activities.
Trench	Defined as an excavation that is deeper than it is wide.
Subcontractor	Any Third-Party supplying services, materials, supplies, equipment and/or facilities, of whatever nature or tier to Contractor to meet the requirements of the applicable Agreement Documents with respect to a Project or Work Release.
Work Protocols	The Owner's Work protocols for the Project(s) as referenced in the Master Service Agreement, as the same may be amended from time to time by Owner effective upon notice to Contractor.

Work Release	The agreement that (a) may be entered into by the Parties with respect to a Project, or (b) will result from a Purchase Order, release, time sheet(s) (only for use for Distribution Services authorized by Owner for ERP Work and Trouble/Non-ERP Work), Work Release or other documentation issued and/or approved by Owner, in each case in the form and on such terms as determined by Owner in its sole discretion.

REDACTED

Attachment 2
Contractor High Hazard Assessment Criteria

(Page 1 of 1)

Category	Description of Work
High Hazard	• Work directly on transmission, distribution, substations, and electrical systems. • Work directly on gas pipeline/system. • Work directly on Liquified Natural Gas (LNG) or Liquified Propane Gas (LPG) systems. • Work involving Excavation, Trenching, or Shoring • Hot Work (ex. Welding, Cutting, etc.) • Work involving the use of Heavy Equipment (ex. Forklift, Backhoe, Dump Truck, Mobile Crane, Personnel lift, Vehicle Lifts, etc.) • Work involving Regulated Materials (ex. Asbestos, Lead, explosives, etc.) • Work involving Confined Spaces • Work involving Fall Protection • Work involving Electrical Safety or Lockout/Tagout • Work involving Helicopters • Work involving demolition or structural alterations • Work involving water or other liquids that pose a hazard of drowning • Any work where Eversource identifies a hazard of potential Serious Injury or Fatality (SIF)

REDACTED

Attachment 3
Sample Safety Questionnaire for Prospective Contractors
(Page 1 of 2)

Eversource Safety Questionnaire for Prospective Contractors
(To be submitted as part of Contractor's proposal)

Contractor Name:	
Inquiry #:	
Location/Job:	
Project Name or Description:	

Note: An oral presentation may be requested pertaining to the response to the following questions prior to the awarding of the contract or the start of work.

A. **Refer to the following Attachments and enter the applicable information:**

A-1. Attachment 3, "Contractor OSHA-300 Log and Experience Modification Rate Summary"

A-2. Attachment 4, "Contractor Safety, Health and Environmental Enforcement Summary"

B. **Provide a specific written response to each of the following questions about your occupational safety and health programs. If not applicable, state the reason why. :**

B-1. How your on-site supervisors are held accountable for safety and health performance & how this performance is monitored, assessed, and communicated to them.

B-2. How your safety and health programs apply to subcontractors, and how you assure successful implementation of and compliance with these programs.

B-3. How often safety and health meetings are conducted, who presents and attends the meetings, and how the topics are selected.

B-4. Your incident analysis procedures and the types of incidents that are analyzed. Attach copies of the incident analysis forms/reports that will be used.

B-5. Your disciplinary action procedure that addresses safety and health related infractions.

B-6. Your policies and programs relating to alcohol, controlled substances, and firearms.

B-7. Your hearing conservation program (if noise levels are expected to exceed 85 dB (A)).

B-8. How often job hazard assessments and/or pre-job safety briefings are conducted.

B-9. Has your firm been directed by a Eversource Representative to stop work on any project on Eversource Property due to safety issues? If so, please describe.

C. **Provide a specific, written response which summarizes your occupational safety and health programs as they apply to the proposed work. If not applicable, state the reason why.**

C-1. A narrative that identifies what you perceive to be the significant safety and health hazards of the work and your plan to eliminate or minimize the potential for an incident that could result in an occupational injury, illness incident.

C-2. Your occupational safety and health environmental staffs and their involvement in the proposed work.

C-3. A list of the types of safety equipment you anticipate will be used, including personal protective equipment (PPE).

C-4. Your initial employee safety and health orientation program for the proposed work.

C-5. The types of safety and health training your workforce has received or will receive as part of the proposed work.

Page 1 of 2

Attachment 3
Sample Safety Questionnaire for Prospective Contractors
(Page 2 of 2)

C-6. The manner in which safety and health inspections will be performed, a list of who will perform them, and the proposed frequency of the inspections.

C-7. The safety incentive program (if you anticipate using one).

D. Other:

D-1. Does your firm currently participate in an OSHA Voluntary Protection Program where your management, labor, and OSHA has established a cooperative relationship and have implemented a comprehensive safety and health management system?

D-2 Does your firm currently participate in an OSHA Alliance and/or Strategic Alliance Program?

D-3 Does your firm currently participate in the EEI Contractor Safety Program?

D-4 Contractors are required to complete a Safe Work Plan for each phase of the job which they have bid. A sample Safe Work Plan must be submitted for evaluation as a part of the bid and prior to work commencing Safe Work Plan's for each phase of the work must be submitted to Eversource. These plans will include: project specific work rules which will be followed, a list of JHA's which identify the hazards that could be expected, actions to be taken to eliminate or control exposures to these hazards, emergency contacts, and employee signatures to ensure the plan has been properly communicated to all employees on the project. In some cases, this may also require that a Contractor develop a site specific safety plan for the work and/or assign a person with full-time or collateral safety oversight responsibilities.

E. Attach the following documentation (including this form) to th2 submittal:

E-1. Contractor OSHA-300 Log and Experience Modification Rate Summary (Attachment 3)

E-2. Contractor Safety, Health, and Environmental Enforcement Summary (Attachment 4)

E-3. A copy of your written safety policies as endorsed by your top management.

E-4. A copy of your safety and health manuals. If submitted in past year for a job at this same site, note the date, project, and the latest change to the manual(s). Include any changes made since the submission.

E-5.

Page 2 of 2

Attachment 4
Sample Contractor OSHA-300 Log and
Experience Modification Rate Summary
(Page 1 of 1)

Contractor OSHA-300 Log and Experience Modification Rate Summary

Contractor Name:	
Inquiry #	

Please provide your actual injury and illness data as developed from your OSHA-300 logs, and your Experience Modification Rates (EMR) assigned by the National Council on Compensation Insurance (NCCI), for the past three calendar years.

Year	Total hours worked (from OSHA-300A)	Number of cases (from OSHA-300 Log)				Total Recordable Rate (Note 1)	Days (from OSHA-300 Log)		EMR (Note 2)
		(G) Death	(H) Days away from work	(I) Job transfer or restriction	(J) Other recordable		(K) Days away From work	(L) Days of on job Transfer or restriction	
3 yrs. ago 20___									
2 yrs. ago 20___									
1 yr. ago 20___									
This year to date 20___									

Note (1): To calculate Total Recordable Rate, add columns G+H+I+J and use the following formula:

Incident Rate = (N/H) x 200,000

Where: N = number of cases
H = total hours worked by all employees during the year (from OSHA Form 300A)
200,000 = base for 100 full-time workers (40 hours/week, 50 weeks/year)

Note (2): Provide explanation if using a non-NCCI rating.

REDACTED

Attachment 5
Sample Contractor Safety and Health Enforcement Summary
(Page 1 of 1)

Contractor Safety and Health Enforcement Summary

Contractor Name:	
Inquiry #	

1. During the 3 years immediately preceding submission of this proposal, has the Contractor (Company, Principals, or Senior Management) been convicted in any jurisdiction of a criminal violation of any health or safety laws or regulations?

   Yes ❑ No ❑

2. During the 3 years immediately preceding submission of this proposal, has a civil penalty or fine been imposed upon the contractor in any state or federal administrative or judicial proceeding for any violation of health or safety laws or regulations?

   Yes ❑ No ❑

3. During the 3 years immediately preceding submission of this proposal, has any state, federal or local judicial or administrative agency issued any notice of violation or non-compliance order (including consent orders) or judgment (or similar action) to the contractor concerning a violation of any health or safety laws or regulations?

   Yes ❑ No ❑

If you answered yes to any of the questions above, you are required to complete the table below to describe the violations identified in the proceeding three questions. If you answered "NO" to the questions above, please write the word "NONE" in the table below.

Type of Action	Date	Jurisdiction	Case/Docket/ Order No.	Fines/ Description of Violation

*Additional pages may be attached to complete this table

REDACTED

Attachment 6
Contractor Project Safety Work Plan Requirements

(Page 1 of 1)

The following list of items (not all inclusive) shall be used to develop the necessary **Contractor** Health and Safety Plan(s) (HASP):

Roles and Responsibilities:

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

For multi-employer worksites, the **Contractor** is responsible for all their employees and subcontractors. The safety plan shall clearly state this responsibility.

Scope of work:

Briefly state the scope of work as provided by Eversource. The Safety Plan must specifically address the project or services requested by Eversource. Safety Plans should be short and-to-the-point.

Identification/Assessment:

Perform a Job Hazard Assessment and identify all significant tasks and the anticipated hazards associated with completing each phase of the project.

Ensure the cost to provide adequate safety measures and to comply with all Eversource requirements is considered and budgeted in the bid/proposal.

Hazard mitigation:

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

Ensuring Compliance:

Explain how the **Contractor** and its employees and subcontractors will achieve safety compliance.

Environmental Compliance:

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

REDACTED

Attachment 7
Contractor Safety Awareness Training and Management Certification

(Page 1 of 1)

This form (or equivalent) provides:

1. Verification that all Contractor and subcontractor individuals have received awareness training on the Eversource Contractor Safety Policy and any other actual or potential safety issues pertaining to the work they will perform.
2. Certification that the Contractor and subcontractors have the appropriate qualifications to perform the work and their agreement to comply with all applicable Eversource Contractor Safety Policy.

Awareness Training Documentation

Ensure all Contractor personnel clearly understand the following Eversource Contractor Safety Policy and agree to apply them at all times when working on Eversource property:

- Contractor Safety Policy
- Jobsite hazards and barriers/controls
- Electrical hazards barriers and controls
- Personal accountability and limitation

COMPANY NAME:	CONTACT NAME:	PHONE NUMBER:

PROJECT/JOB/PURCHASE ORDER NUMBERS

NAME	DATE	NAME	DATE
1.		11.	
2.		12.	
3.		13.	
4.		14.	
5.		15.	
6.		16.	
7.		17.	
8.		18.	
9.		19.	
10.		20.	

NOTE: *This form (or equivalent) shall be maintained and provided to Eversource Representative upon request.*

Contractor Management Representative: Sign and date below to indicate that all of the personnel listed above have: (1) Been made aware of the Eversource Contractor Safety Policy; (2) Have the appropriate qualifications to perform the work; (3) Agree to comply with applicable Safety Policy.

Print Name Sign Name	*Title*	*Date*	

REDACTED

Attachment 8
Live-Line Work Minimum Approach Distances
(Page 1 of 1)

Table A – Live-Line Work Minimum Approach Distance for Qualified Employees

Nominal Voltage Phase-to-Phase (V)	**Phase to Ground Exposure Minimum Approach** (Distance in ft/in)	**Phase-to-Phase Exposure Minimum Approach** (Distance in ft/in)
50 to 300	Avoid Contact	Avoid Contact
301 to 750	13.1"	13.1"
751 to 5,000	2'1"	2'1"
5,001 to 15,000	2'2"	2'3"
15,001 to 36,000	2'7"	2'11"
36,001 to 46,000	2'10"	3'3"
46,001 to 72,500	3'4"	4'
72,600 to 121,000	3'4"	4'3"
121,001 to 145,000	3'10"	4'10"
145,100 to 169,000	4'4"	5'5"
230,000	5'3"	7'6"
345,000	8'6"	12'6"

Table C – Live-Line Work Minimum Approach Distance for Non-Qualified Employees*

Nominal Voltage Phase-to-Phase (V)	**Minimum Approach Distance** (ft)
0 to 50kV	10'
69kV	11'
115kV to 138kV	13'
345kV	20'

* A non-qualified employee is an employee who is not trained to work on or near energized lines and equipment.

REDACTED

Attachment 9
Sample Hot Work Permit

(Page 1 of 2)

Permit expires within 24 hours- with a 6-day extension limit – Revalidation must occur every day before work occurs. Post Permit at location of hot work.

Issue Date /Time		Column Number/Elevation	
Location / Description		Work Order Number	
Equipment Name		Type of work to be done (Welding, Cutting, grinding)	
Responsible Person Signature		Special Precautions: Yes ❑ No ❑ If yes, what are they?	
Authorizing Person Signature			

ATTENTION: The employee performing Hot Work shall inspect the work area and confirm that precautions have been taken to prevent fire. Post Permit at work site.	Enter date for each day						
PRECAUTIONS	Check (each day): Y / N / N/A						
Sprinklers operable (if applicable) or Fire Extinguishers within close proximity.							
Are the LEL levels monitored and acceptable?							
Piping and vessels have been purged of explosive/toxic gases?							
Appropriate LO/TO Clearance requirements have been utilized?							
WITHIN 35 FT OF WORK							
Floors swept clean of combustibles							
Combustible floors wet down, covered with damp sand, metal, or other shields							
All wall and floor openings covered and/or suspended beneath work to collect sparks as appropriate							
WALLS / CEILINGS							
Combustible Walls/Ceilings: Fire-resistant shields shall be used.							
Noncombustible Walls: Combustible materials located on opposite side must be relocated away from the hot work area. If the material cannot be moved, a fire watch must be stationed on the opposite side from the work.							
DUCTS / CONVEYORS SYSTEMS							
Nearby ducts and conveyor systems have been shut down or protected to prevent conveying of sparks or flames to other areas.							
PIPES							
If pipe to be cut or welded is in contact with a combustible structure i.e., wall, ceiling, partition or roof. A fire watch must be posted on the opposite side of the structure.							
CYLINDERS							
Are they legible marked with all required labeling?							
Are all the connections, torches, and cylinders free of oil and grease?							
Are the hoses free of wear/defects that prevent it being used safely?							
Are regulators for the proper gas and pressure as required?							
Are the flashback arresters provided on the torch or regulator ends?							
Are the cylinders secure and located away /protected from falling sparks and electrical circuits?							
FIRE WATCH							
Hot Work Permit posted at work site?							
Is there proper PPE in use for the fire watch?							
Supplied with extinguisher and/or small hose or fire suppression equipment?							
Trained in use of equipment and in sounding fire alarm?							
SIGNATURES: 1. This area is for the person who is authorizing the hot work after 24 hours permit expires, the authorizing and responsible person must verify that the area has been inspected and initial each consecutive day if the permit is to be extended.							
2. The actual work area and all adjacent areas (including floors above and below and opposite sides of walls) to which sparks/heat may have spread were inspected for the duration of 30 minutes after the actual work was completed. **Required Documentation**: Each day the Fire Watch must sign in these blocks documenting the inspected areas were found to be fire safe.							

Return the completed Hot Work Permit to Issuing Supervisor who shall maintain this record for two (2) weeks.

REDACTED

Attachment 9
Sample Hot Work Permit
(Page 2 of 2)

Hot Work Permit Log					
Authorized By	Responsible Person	Contractor Name	Location of Work	Date Issued	Date Completed