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Williams Companies

Contractor Environmental Health and Safety (EH&S) Management
Requirements

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1. GENERAL REQUIREMENTS

The Company recognizes that the Contractor has existing Safety Management Programs with established policies, processes, procedures, and work practices in place. The Company supports their use where they meet the intent of the elements of the Williams Contractor Safety Handbook and the terms within this Contract. Site-specific requirements that are above the minimum requirements set in the handbook and this Contract may be required.

The Contractor warrants that its Environment, Health and Safety (EH&S) policies, procedures, and programs are consistent with industry practices and applicable federal, state, and local laws. Contractor shall ensure that each member of their workforce complies with Contractor’s and Company’s EH&S policies, procedures, and programs. In the event conflict arises between Contractor’s and Company’s policy and / or procedure, the more stringent provision shall apply.

Contractor represents and warrants to Company that all Contractor Group personnel performing Work at any Company Site located in the United States (a) are legally employable in the United States with respect to the Work they perform; (b) have all credentials, training (including safety related training), knowledge, skills, experience, licenses, certificates and/or degrees required for performance of the Work in such individual’s capacity, including the credentials, certifications and training required by Law and Applicable Codes and Standards; and (c) understands and can perform the assigned duties.

Contractor’s EH&S policies and procedures shall be submitted to Company upon request, along with an organizational chart identifying Contractor’s personnel responsible for implementation, monitoring and compliance with Contractor’s EH&S policies and programs. Contractor may be required to develop a site specific Environmental, Health, and Safety Plan (EH&S Plan) that describes the structured processes to be utilized during the planning and execution phases of the Work to effectively identify, assess, eliminate, and control potential Worksite hazards.

In its EH&S policies and procedures, Contractor shall fully describe or reference information in Table 1 and shall provide Company with access to any referenced documentation upon request (list below is not all inclusive and the Contractor is only required to have programs applicable to the Work).

Table 1

Alcohol & Drug Program	Offshore Water Survival Training	Overboard Work	Personal Protective Equipment	Pre-Shift Safety Meetings	Energy Control (Lockout/ Tagout)	Pressure Testing	Equipment Maintenance Programs
Confined Space Entry	Permit to Work	Diving	Respiratory Protection Program	Excavation/ Trenching	Rigging and Lifting Program	Fire Protection / Prevention	Safety Assessments and Auditing
Fatigue Management	Infectious Disease Plan (during pandemics)	Observation and Intervention Program	Working over water	Pressure Testing	Offshore Water Survival Training	Overboard Work	Personal Protective Equipment
Fitness for Duty Program	Safety Inspection Program	Functional Checkout /Testing	Safety Orientation / Inductions	Hazard ID / Materials Management	Safety Performance Measurement	Health and Safety Training	Security Management
Hearing Conservation Program	Short Service Employee Program	Helicopter Transportation	Simultaneous Operations	Hot Work	Stop Work Authority	Housekeeping	Subcontractor Management
Incident Management	Systems/Completion/ Turnover	Industrial Hygiene/ Sanitations	Tool and Equipment Use	Job Safety Analysis (JSA)	Working at Heights/ Fall Protection	Journey Management/ Driver Safety	Working with Mechanized Equipment
Management of Change	Work Management Planning	Marine Transportations/ Personnel Transfers	Work Platforms/ Scaffolding	Manual Lifting	Worksite Medical Support	Material Handling	Worksite Visitor Management
Observation and Intervention Program	Crane Operations and Rigging	Disciplinary Program	Electrical work	Planning for Parallel Constructions	Emergency Preparedness and Response	Radiography	Ergonomics

2. PERSONAL PROTECTIVE EQUIPMENT (PPE)

Contractor, at Contractor’s expense, shall provide its Contractor personnel with all fire resistant clothing (FRC) and the appropriate personal protective equipment (PPE) rated appropriately for the Work being performed prior to commencement of Company’s Work. All PPE shall conform to recognized industry standards (i.e., ANSI, CE, NIOSH, etc.) and be maintained and in good acceptable condition such that it provides the level of protection as intended by design. FRC and all other PPE shall be replaced at Contractor’s expense during such intervals PPE is worn or deemed no longer effective.

3. COMPANY COMPLIANCE PROVIDER (CCP) AND OPERATOR QUALIFICATIONS (OQ) RESPONSIBILITIES

The Contractor is required each month to report data to CCP, no later than nine (9) calendar days after the close of the month. Contractor shall submit to CCP by the ninth day of each month the following:

- Contractor hours worked on-site.
- The total number of Contractor personnel engaged in the performance of work on-site.

Contractor’s obligation to provide monthly reports directly to CCP shall not satisfy Contractor’s other obligations to report other required data to the Company. It also does not satisfy the Contractor’s obligation to report accidents to regulatory agencies and/or immediately to the Company.

The Contractor shall estimate expended workhours if necessary to achieve Company’s reporting deadline. When estimated workhours are reported, Contractor shall make adjustments in the following reporting period to reflect actual workhours expended in Flextrack.

Contractors performing DOT-covered functions must have approved DOT Operational Qualifications (OQ) and be in compliance with the Company approved DOT OQ provider (see CCP for list of OQ’s or Company provided Operator Qualification Plan).

Contractor must register with CCP and such registration is dependent upon the Work performed as shown in Table 2:

Table 2 – Contractor Verification Requirements

Type of Work Being Performed	Contractor Compliance Required
All Work (unless exempt- visit with Company Representative on exemptions)	Safety Verification: <ul style="list-style-type: none"> • CCP (CCP)
DOT Operator Qualification (OQ) Tasks	DOT D&A and OQ Verification: <ul style="list-style-type: none"> • The Company’s Third Party Administrator
Non-DOT Work	Non-DOT D&A Verification, either: <ul style="list-style-type: none"> • The Company’s Third Party Administrator
Both DOT and Non-DOT Work	DOT D&A Verification: <ul style="list-style-type: none"> • The Company’s Third Party Administrator NOTE: In addition, Contractors may also elect to participate in the Non-DOT D&A Verification system.

4. DRUG AND ALCOHOL REQUIREMENTS

Contraband, Searches and Testing

Company supports and enforces standards, policies, and procedures for maintaining a drug-free and alcohol-free workplace.

The possession, transfer, purchase, sale, use, consumption, or distribution of drugs and alcohol while on Company's premises or while engaged in Company's work is prohibited. Prescription drugs may be used only by the person for whom they were prescribed and in the manner, combination, and quantity prescribed. Contractor personnel, agents, and subcontractors ("Contractor Personnel"), however, must not be impaired or be a safety risk while taking prescription drugs. Contractor Personnel must consult with their physician before taking any medications that might adversely affect the safe performance of Company work.

All Contractor Personnel shall report to work in an unimpaired condition to perform their work in a safe, competent manner. Any person under the influence of alcohol or controlled substances is prohibited from entering Company premises, engaging in Company work, or operating Company equipment. Violators will be removed from all Company premises.

Any Contractor Personnel found to be in violation of any applicable D&A requirement, including, but not limited to, testing positive on any D&A test, may be prohibited from providing services to the Company or entering Company premises.

At any time on Company premises, in accordance with applicable law, Company may conduct, or require Contractor to conduct, an unannounced inspection of Contractor Personnel and their property for items that may include but are not limited to: prohibited substances or contraband. Inspections may include, but are not limited to: clothing, wallets, purses, baggage, lockers, work areas, desks, tool boxes, and vehicles.

In accordance with applicable law, Company may conduct, or require Contractor to conduct, unannounced D&A testing of Contractor Personnel, which can include but is not limited to, testing of personnel prior to entering Company premises and group unannounced testing. Entry to Company premises constitutes consent to D&A testing as described in this Contract.

Drug and Alcohol Program Requirements

DOT and Non-DOT

Contractors performing DOT covered functions must have an approved Drug and Alcohol (D&A) program as required by 49 CFR Part 40 and Part 199 before performing any covered function work. Contractors performing DOT covered functions must subscribe to Company's current approved contractor drug and alcohol verification/third party-administrator provider (D&A System).

Contractors that are performing work that is deemed safety-sensitive by the Company, but is not a DOT covered function, must have a non-DOT D&A program acceptable to Company and subscribe to Company's current D&A System.

Contractors that are performing both DOT covered function work and non-DOT safety-sensitive work are required to have a DOT D&A program.

Company, at Company's sole discretion, may change its policy on subscription services. Should policy changes become enacted, Contractor will be notified in writing in advance and shall always comply with Company's current policy.

Reasons for Testing

All DOT (PHMSA) testing must comply with Part 199 and Part 40 requirements, when applicable. In all testing scenarios below, drug and alcohol samples must be collected by a technician trained and authorized to collect DOT samples and the results are to be forwarded to a DOT approved lab for analysis. The lab will then send a

preliminary report to the Medical Review Officer (MRO) for review and release of results. Contractor to provide documentation of such results to Company in certain circumstances, as noted below.

- **Pre-Employment Testing** – Contractor shall conduct pre-employment D&A testing in accordance with the D&A System requirements.

- **Reasonable Cause/Suspicion Testing**

Company may request Contractor to conduct a reasonable cause/suspicion test of Contractor Personnel when there is reasonable and articulable cause to believe that an individual is using, or impaired by, a prohibited drug or alcohol on the basis of specific and contemporaneous physical, behavioral, or performance indicators of prohibited drug or alcohol use. If specimen collection is not completed within 2 hours, Contractor must document the reason for the delay on Appendix A, or its equivalent, to provide to Company. The Company may request to review the reasons for the delay and determine in its sole discretion whether they are acceptable. Contractor Personnel will not be allowed to return to the Work Site or perform Company Work until the results of the D&A tests are reported back as negative.

- **Post-Accident Testing**

If the actions of Contractor Personnel contributed to an incident/accident or cannot be completely discounted as a contributing factor to the incident/accident, Contractor shall immediately remove the individual from performing Work. Alcohol and drug testing specimen collection must be completed as soon as possible after the decision to test. If specimen collection is not completed within 2 hours, Contractor must document the reason for the delay on Appendix A, or its equivalent, to provide to Company. The Company may request to review the reasons for delay and determine in its sole discretion whether they are acceptable.

Contractor Personnel will not be allowed to return to Company premises or perform Company work until the results of the D&A tests are reported back as negative. For purposes of this part, "incident" includes, but is not limited to, an actual event that caused, or had potential to cause, significant safety, environmental, or property damage including but not limited to the follow incidents:

1. Any event that meets the criteria of a DOT incident or accident
2. Medical treatment beyond first aid, or
3. Reportable environmental release, or
4. Disabling damage to a vehicle, or
5. Significant property damage

- **Random Testing**

Contractors performing DOT covered functions shall conduct random testing of all Contractor Personnel performing covered functions and must test a minimum rate equal to the required rate published by the Pipeline and Hazardous Materials Safety Administration each year.

Contractors performing non-DOT functions shall, in accordance with applicable law, conduct random testing and must test a minimum annual testing rate of 50% of the total population of Contractor) performing Company Work.

- **Scheduled, Periodic, Return from Leave, Follow-Up, and Other Periodic Testing**

Contractor shall conduct any other testing required by their program to ensure Contractor Personnel are able to perform their duties in a safe manner.

If Contractor or Contractor Personnel refuse any requested D&A test (unannounced related to a search, reasonable cause/suspicion test, post-accident, random, etc.), Contractor Personnel will not be allowed to be on Company's premises or perform Company Work.

At its sole discretion, Company shall have the right, but not the obligation, to audit Contractor compliance, including the D&A System and Contractor's D&A program to verify that Contractor's policy and its enforcement are acceptable to Company. An audit may be announced or unannounced and may be conducted by the Company or its authorized agents, assigns, and representatives.

Upon request, Contractor shall provide documentation supporting compliance with this Contract by subcontractors performing services for the Company.

Contact DrugandAlcohol@williams.com for information on subscribing to a third-party administrator.

5. SUBCONTRACTORS

As the primary contractor, Contractor is responsible for holding its subcontractors to the standard of this Contract and the Williams Contractor Safety Handbook. This includes all aspects of the safety requirements and Drug and Alcohol requirements.

A list of proposed subcontractors must be submitted to Company before they are brought onsite to conduct work for Contractor.

Subcontractors are not required to subscribe to CCP. However, Company will request that the primary contractor provide documentation supporting compliance with this Contract by subcontractors performing services for the Company.

Some examples of safety information that may be requested for each subcontractor include:

- Total Recordable Incident Rate (TRIR) – 3-year average
- Current Experience Modification Rate (EMR)
- Number of Fatalities from OSHA logs for the past 3 calendar years
- Number of Citations from any regulatory agency for the past 3 calendar years

If there are deficiencies, a risk mitigation plan shall be put into place and reviewed with the Company, to include:

- Subcontractor Name
- Subcontractor Scope of Work
- Justification for Subcontractor Selection
- Definition of the Deficiency of Risk
 - Explanation of the cause of the deficiency and why the Subcontractor is deficient
 - Include details describing the risk associated with the Scope of Work
- Risk Reduction Actions
 - Documentation of the risk reduction action steps that will be taken, along with frequency, start/end date, and responsible party.

Subcontracting to avoid verification of Contractor compliance requirements is a breach of this Contract.

6. INCIDENT INVESTIGATION AND REPORTING REQUIREMENTS

Contractor shall immediately report to the Company all incidents and near misses arising from the Work site. The Contractor is required to provide an incident summary to the Company within 24 hours.

A formal investigation may be requested by the Company, depending on the severity of the event.

If one is requested, Contractor must utilize a structured root cause analysis process (e.g. 5-Whys, TapRoot, or equivalent). The incident investigation must detail the reasoning behind the identification of the cause(s).

Unless otherwise authorized by the Company, all investigation reports are to be submitted to Company personnel within 14 business days of the request and is dependent on the complexity of the investigation.

If or when requested by Company, Contractor shall be sure to include the appropriate staff to participate in incident investigations if they have been involved in the incident or have knowledge that may assist in the investigation outcome.

Contractor shall provide a qualified investigation team (e.g., line management, safety representatives, etc.) to participate in incident investigations, including those with subcontractor.

The Company reserves the right to participate in incident investigations at its sole discretion.

Contractor shall respond timely to Company inquiries throughout the investigation process and, upon finalizing each investigation, issue a final written report to Company. The Company may ask for Contractor to revisit portions or the entirety of its investigation if there are questions or concerns regarding the investigation itself or the quality of the final report.

At the time reports are made to government entities:

- A copy of all reports the Contractor makes to its insurer(s)
- All incident reports the Contractor furnishes to government authorities

7. SECURITY OF THE WORK

Contractor shall effectively manage Security of the Work and protect Company owned materials and assets that have been placed in Contractor's care and custody. Contractor shall perform a security assessment prior to mobilization to determine security controls to be implemented by the Contractor. Refer to API STD 780, Security Risk Assessment Methodology for the Petroleum and Petrochemical Industry.

Company prohibits the use, possession, transportation, or sale of unauthorized explosives, unauthorized flammable materials, firearms, or other weapons while on Company premises, engaged in Company business, or operating Company equipment, except as permitted by applicable law.

Contractors must comply with the Company Workplace Violence Risk Reduction and Response Policy. A copy of this policy may be obtained from Company.

8. SECURITY MANAGEMENT

This section includes minimum requirements for the Security Management program. Theft of products and materials, if unchecked, can quickly become a major or even a potentially crippling problem for any business. The identification and reduction of a company's vulnerability to potential theft is therefore of utmost importance to the continued success of the company.

The first step to reducing a company's vulnerability is to survey the company's facilities and review current practices and procedures with a view to uncovering potential problem areas. The identification of these areas of concern does not mean or imply that losses are actually occurring. They simply highlight areas where appropriate action will result in the reduction of the risk of loss to which the company is exposed.

Minimum Requirements:

Utilize a Site Security Risk Assessment as the basis for the evaluation of the Project. Reference API STD 780, Security Risk Assessment Methodology for the Petroleum and Petrochemical Industry, for guidance on completing the Security Risk Assessment.

The potential severity and the probability of a loss occurring as the result of each identified deficiency should be considered when reviewing the results of a security assessment. Where a cost/benefit analysis indicates that no action is to be taken on an identified deficiency, documentation to that effect shall be filed with the completed assessment.

Implement security controls based upon findings of the security assessment. Consult with the Company Representative in identification of controls/processes to mitigate security risk.

Static/roving security guards can be utilized as a control measure. If used, guards will maintain a record of checks to the Facility/Project and of vehicles entering and leaving the Work Site. This record is to be made available to any Company representative, including Williams Enterprise Security, for review.

At all times, Contractor shall effectively manage and protect Company owned materials and assets that have been placed in Contractor's care and custody. Contractor shall perform a security assessment prior to mobilization to determine security controls to be implemented by the Contractor. Reference API STD 780, Security Risk Assessment Methodology for the Petroleum and Petrochemical Industry, for guidance on completing the Security Risk Assessment.

Contractor shall maintain heightened security status to ensure that persons not essential to the performance of the Work are not permitted at the Work Site and that objects and items not essential to the performance of the Work are not allowed at the Work Site.

Contractor shall be responsible for implementing and performing security background checks for Contractor Personnel performing Company Work in accordance with Paragraph 9 below.

Company shall have the right, but not the obligation, to perform unannounced audits of Contractor's Security and Background Check program to verify that Contractor's policy and its enforcement are acceptable to Company.

9. BACKGROUND CHECK REQUIREMENTS

To the extent permitted by applicable law, Contractor agrees to conduct background checks on all potential Contractor personnel, agents, and subcontractors who may perform Work. Contractor agrees to conduct such background checks prior to Contractor assigning such potential Contractor Personnel, agent, or subcontractor to provide services. A standard background check shall include, to extent permitted by applicable law, a social security number trace, a search of county, state, national, and federal criminal records and the national sex offender registry in all jurisdictions in which the individual has lived or worked for the prior seven (7) years and verification of education and employment history and information but must exclude the conducting of any personal interviews. Contractor shall utilize a background screener service provider that is a member of the Professional Background Screening Association (PBSA) and who has not committed a violation of the PBSA Member Code of Conduct.

A criminal conviction will not automatically disqualify potential Contractor Personnel, agents, or subcontractors from providing services to Company. Contractor shall be responsible for determining whether an individual's criminal record should result in the individual's exclusion from performing Services in accordance with applicable law, including, but not limited to, guidelines issued by the Equal Employment Opportunity Commission. Contractor, however, shall not permit an employee, agent, or subcontractor to provide services if such employee, agent, or subcontractor has been convicted of a felony or misdemeanor without first notifying Company in writing of such conviction and obtaining Company's written agreement to the assignment.

Contractor further agrees that it will conduct additional background checks on Contractor Personnel, agents, and subcontractors providing Services every two years beginning from the first day of such employee's, agent's, subcontractor's providing services to Company and to require Contractor Personnel, agents, and subcontractors providing services to immediately inform Company of any felony or misdemeanor conviction arising after the beginning of their assignment to Company. Upon being informed of a conviction, Contractor

will immediately inform Company in writing and will discontinue the employee's, agent's, or subcontractor's assignment to Company unless Company agrees in writing to the continuation of the assignment.

Contractor or its agent will conduct all background checks in compliance with all applicable laws, including the Fair Credit Reporting Act, local and state laws concerning background checks, and all laws concerning sealed records and individual privacy rights. Contractor further agrees that, by operation of law or pursuant to an agreement with an individual subject to a background check, Contractor has the right to obtain all information required under this section and to disclose such information to Company. Contractor agrees that it shall release and defend, indemnify, and hold harmless Company and its parents, subsidiaries, and affiliates, and each of their officers, directors, employees, agents, and representatives harmless from and against any and all liabilities, damages, fines, penalties, costs, claims, demands, and expenses (including reasonable attorney's fees) of whatever type or nature, arising out of, or related, in any manner to Contractor's or its agent's performance of Contractor's obligations under this section, including, but not limited to, Contractor's or its agent's conducting of background checks on any potential Contractor Personnel, agents, and subcontractors who may perform services or any actual Contractor Personnel, agents, and subcontractors who perform Services.

Where Contractors are performing work at Company Chemical Facility Anti-Terrorism Standards Facilities, the following standards will apply:

- a) The Contractor must develop and implement measures to confirm information provided by job applicants hired for positions that involve access to and handling of Sensitive Security Information (SSI), Chemicals of Interest (COI), or other hazardous materials covered.
- b) In accordance with federal regulations, all new/prospective employees and contractors, as well as any unescorted visitors, who have access to restricted areas or critical assets, undergo background checks (prior to access to COI or other critical assets) and access will be denied until a successful background check has been completed. All existing contractors who have access to restricted areas or critical assets have undergone background investigations before unescorted access is allowed.
- c) Utilize a third-party service to conduct background screenings to uncover criminal history/charges, warrants, dispositions, etc., and an adjudication matrix for suitability determination. The third-party screening process consists of a background investigation that verifies identity, criminal history, and employment eligibility. The screening must include driving records, prior employment, education verification, and personal references. To verify the legal right to work, an Employment Eligibility Verification (I-9 Form) will also be completed as required by the U.S. Immigration Service. The Company also requires that all contractors conduct a criminal history check and drug screen on their contract personnel prior to allowing those personnel access to company facilities.
- d) The employee information is maintained in a confidential and secure manner, and in compliance with all federal and state regulations and statutes regarding employment practices and individual privacy. Processes are in place to provide Department of Homeland Security (DHS), when requested, with the necessary information to allow DHS to screen individuals (e.g., contractors) who have access to restricted areas or critical assets against the Terrorist Screening Database.

10. SAFETY REPRESENTATION ON THE WORK SITE

The Company determines the most appropriate dedicated site safety representative located at the Work Site.

The dedicated site safety representative assigned by Contractor and subcontractor must be approved by Company.

Assigned safety representative(s) must be a dedicated resource to the Work and must not be shared with other Work activities unless approved in advance by the Company.

11. INDUSTRIAL HYGIENE

Contractor is responsible for having an Industrial Hygiene (IH) program to manage and minimize occupational health risks to protect the life and health of their workforce.

Local Company Operating Area Health & Safety personnel, along with the Corporate Industrial Hygienist, will collaborate with the Contractor to identify, assess, and control occupational health hazards (chemical, physical, and biological hazards) at their worksites. The Contractor is responsible for the exposure monitoring of health hazards for their employees.

The Contractor is responsible for all existing IH hazards and compliance with established occupational exposure limits (OEL).

Company's official OEL is the Occupational Safety and Health Administration (OSHA) Permissible Exposure Limit (PEL), if one exists.

12. DRONES

The use of drones/ unmanned aerial vehicle (UAV) on Company property is strictly prohibited unless written authorization from written approval from the Williams unmanned aerial system (UAS) process owner is obtained.

Appendix A

Alcohol and Drug Test Result Disclosure Consent and Contractor Certification

Contractor must provide this form to Company as part of Contractor request to return individual to Covered Services following an Individual Reasonable Suspicion or Post Incident test.

_____	_____	_____
Contractor Individual (Printed Name)	Individual ID number (e.g., SSN, Personnel #, Government ID #)	Specimen ID #

Consent and Authorization for Disclosure to Company of Alcohol and Drug Test Result and Related Information

I hereby **consent to disclosure** by Contractor and its agents, including, but not limited to, any collecting and testing agencies, of the test result identified above and any related information to Company and/or Company authorized agents, assigns or representatives.

Signature

Date

Certification of Test Result

Contractor Company Name	certifies that the Individual named above was tested on	Date	Time

And certifies that the Alcohol test result was negative (screening or EBT or laboratory) AND the drug test result was negative (FSD or Laboratory or MRO Negative)

AND

The test specimens were collected within 2 hours of the decision to test (Yes/No). If no, attach reason for delay.

Designated Contractor Representative (Print)

Signature

Title

Date