SQAR-1

SUPPLIER QUALITY ASSURANCE REQUIREMENTS
for
DESIGN AND PROCUREMENT SERVICES
Revision 4 Date: 03/24/2026

1.0 SCOPE

This document establishes the quality program requirements for an organization providing engineering design services to Southern Company and must be supplemented by Attachment A, Supplier Quality Assurance Requirements for Procurement Services, when procurement services are included in the contract scope.

Technical documents prepared by the Engineering, Procurement, and Construction (EPC) Contractor for use by Southern Company to procure items or for construction services are considered a design service. Procurement services are applicable when the EPC Contractor purchases and supplies equipment, material, or services.

2.0 GENERAL

The quality assurance (QA) requirements set forth herein; the surveys, audits, and surveillances; or the absence or lack thereof, or deficiency therein, shall in no way relieve the EPC Contractor of any contractual obligations or responsibilities.

2.1 Definitions

Contract - The agreement between Southern Company and the EPC Contractor for an identified scope of equipment, material and/or services. This agreement could also be in the form of a Purchase Order.

Country of Origin - The country where the material was melted, cast, forged, rolled, fabricated, or manufactured. Material and equipment may have multiple countries of origin such as “Material was cast in location X, forged in location Y, and then fabricated in location Z.

Engineering, Procurement, and Construction (EPC) - A particular form of contracting arrangement where the EPC Contractor is made responsible for all the activities from design, procurement, and construction to commissioning and handover of the project to Southern Company.

Engineering, Procurement, and Construction (EPC) Contractor - The organization providing the services specified in Southern Company’s EPC contract

arrangement or purchase order. The contracted services may be one, some, or all of Engineering, Procurement, or Construction.

Foreign - A country external to the United States or Canada.

Foreign Material - Any equipment, material, or component with any foreign country of origin(s).

Hold Point – A point beyond which work may not proceed without the authorization of Southern Company. Manufacturing shall not proceed if the Southern Company quality representative is not present to observe a pre-established hold point that has not been previously waived in writing by Southern Company.

Pre-Fabrication Meeting - A hold point, also called a manufacturing meeting or initial visit, used to define a meeting prior to the start of manufacturing with Southern Company's quality representative to review the procurement documents and the surveillance requirements. These terms are used interchangeably throughout this document.

Project Quality Assurance Plan (PQAP) - Project quality plan to facilitate quality activities which help improve overall quality on T&PS managed projects. The PQAP supports communication of quality expectations, defines who needs to be involved, and establishes when quality activities should occur. The plan is supported with an overall checklist of activities critical to quality, a surveillance plan for procured equipment, and Contractor quality requirements for Construction Quality to manage project quality activity.

Quality Surveillance - The selective review, observation, and evaluation of processes, procurement, manufacturing operations, and quality control systems and programs to determine supplier compliance with contractual quality requirements.

Supplier/Subsupplier - The EPC Contractor or an organization contracted by the EPC Contractor to support the Southern Company contract or purchase order. For this SQAR-1 document, this term is used to describe the EPC Contractor's Suppliers and Sub-suppliers (to any tier).

Southern Company - Refers to any Southern Company organization acting as the purchaser of equipment, material, and/or services identified in the contract.

Witness Point - A point, also called an observation point, which provides Southern Company with the opportunity to witness the inspection or test or aspect of the work at their discretion. Southern Company's quality representative may elect to waive the right to observe the witness point, but the Supplier is not thereby relieved of quality responsibilities. Manufacturing may proceed if Southern Company's quality representative waives a pre-established witness point or if the Southern Company representative is not present after Southern Company was notified.

3.0 QUALITY PROGRAM

The EPC Contractor shall establish, document, and maintain a Quality Program which meets the requirements of this SQAR document and shall provide any additional controls necessary to ensure compliance with Southern Company's contract documents. The EPC Contractor shall be responsible for ensuring that the quality of all services obtained from their Subsuppliers or from corporate branch locations meets the requirements of Southern Company's contract documents. The EPC Contractor shall accurately transfer all applicable requirements of Southern Company to all EPC Contractor work locations and Subsuppliers. The EPC Contractor shall have the responsibility for assuring the quality of the services provided by Subsuppliers meets the requirements of the contract with Southern Company. EPC Contractor and Subsupplier work locations not included in the contract must be approved in writing by Southern Company prior to utilizing the work location.

To achieve a successful quality project and ensure key elements of the EPC Contractor's quality program and Southern Company's quality program are met, the EPC Contractor is required to participate in Southern Company's creation of a project-specific Project Quality Assurance Plan (PQAP). This will include attending meetings and being held responsible for certain activities as listed on the PQAP checklist.

3.1 Quality Program Requirements

The EPC Contractor shall have a quality program that includes, but is not limited to, the following:

1. Quality Organization – The EPC Contractor shall maintain an organizational structure that places particular emphasis on quality. The quality responsibilities shall be defined, including any project quality requirements. The EPC Contractor shall maintain an organizational chart that identifies the quality organization. This chart shall show how the reporting relationship of the quality organization is at a sufficiently high level of management to ensure that quality problems can be resolved without undue influence from production or scheduling processes.

2. Quality Assurance Program – The EPC Contractor's quality program shall be documented and include the following:

   - The EPC Contractor shall have a quality manual that has been reviewed, approved, and signed by a senior management official. The EPC Contractor shall periodically review and update the manual to reflect current quality policies and procedures. The review period shall not exceed 2 years and shall adhere to the requirements of this SQAR document.

   - The EPC Contractor's quality program shall include an established Foreign Material program to mitigate the risk of Counterfeit, Fraudulent, and Suspect items (CFSI). The program shall include a Foreign Material Policy (FMP) or a Foreign Material Specification (FMS), and an evaluation process, which addresses and limits the use of foreign materials in critical materials and equipment. The FMS or FMP shall be submitted to Southern Company Project

Quality for written approval prior to the start of any procurement activity. The FMS or FMP shall include stipulations for Southern Company to provide written approval prior to the use of material from a foreign country of origin. (See section 2.1 for definition of *Country of Origin.*) Additional measures may be required to obtain Southern Company written approval. Additional measures could include shop surveys, sampling, testing, additional follow up shop visits, etc. Southern Company shall be provided free access to any shop providing foreign materials. The foreign Supplier's quality program, testing processes, and Subsuppliers shall be evaluated.

NOTE

Grade 91/92 material will not be allowed from China, Malaysia, or North Korea.

Grade 91/92 material from other foreign countries of origin will not be accepted without Southern Company's written approval prior to award.

The EPC Contractor's FMS or FMP shall cover the use of foreign materials acceptance, testing, and at a minimum include requirements for the following critical items:

- Pressure-retaining parts (that is, the application involves a pressure greater than 200 psig). These include, but are not limited to, vessel shells, heads, and nozzles; pipes, tubes, and fittings; valve bodies, bonnets, and disks; pump casings and covers; and bolting that joins pressure-retaining parts.
- Hazardous systems (that is, systems and equipment containing any substance likely to cause injury by reason of being explosive, flammable, poisonous, corrosive, oxidizing, an irritant, or otherwise harmful).
- Structural steel, miscellaneous steel, steel components, plates, bars, bolts, nuts, washers, or when reinforcing is to be used in concrete.
- Equipment that has a high potential of stored energy such as a large volume tank.
- When the failure of the specified material would likely result in significant disruption to operations or injury to personnel.

- The quality program shall include established contract quality language to be included in each specification or purchasing contract. The contract quality language shall be submitted to Southern Company Project Quality for approval.

  The contract quality language shall include the following as a minimum:

  - Requirements that the Supplier's quality program meets the intent of SQAR-1 attachment A.
  - Adherence to an approved FMS or FMP.

- Requirements that the supplier submits Inspection and Test Plans (ITPs) to the EPC for review and approval. ITPs must include all Southern Company Witness and Hold points.
- Witness and Hold points such as:
  - Prefabrication Meeting.
  - First Weld for each process.
  - First NDE for each process.
  - Post Weld Heat Treat.
  - Testing (Hydro, Function, etc.).
  - Coating Prep and Coating.
  - Final Review and Shipping.
- Language to allow the addition of witness and hold points after final design or due to a concern from Southern Company.
- Notification requirements of witness and hold points to include when, how, to whom.
- Submission and adherence to the EPC Contractor approved Inspection and Test Plan.
- The use of EPC Contractor approved vendors.
- Requirements for an approval process to deviate from the contract documents.
- Rights of access language as stated in SQAR-1 section 6.0.
- When custom lifting accessories, as defined by OSHA standard 29 CFR 1926.251(a)(4), are used for receiving and job site handling at the customer's site, a requirement for document submittal shall be included in the contract language.

For projects that fall under OSHA Process Safety Management (PSM) requirements, the quality program shall address a plan to perform and oversee the activities of a PSM program. The purpose of the OSHA PSM safety standard is to review and analyze processes that could result in unwanted chemical releases and address them with training, written operating procedures, and other safeguards. OSHA defines these processes as any activity involving a highly hazardous chemical including using, storing, manufacturing, handling, or moving such chemicals at the site, or any combination of these activities.

This EPC Contractor's plan must address management of document control to meet PSM requirements, relevant code, and project specifications. The EPC Contractor's PSM program shall be submitted to Southern Company for review and approval. Southern Company shall have the authority to reject EPC Contractor's PSM program and require updates and changes as necessary to meet Southern Company's PSM program requirements.

3. Training – The EPC Contractor shall provide for the indoctrination and training of personnel performing or managing activities affecting quality. As a minimum, this shall include the quality program, procedures, and all other types of control documents applicable to personnel performing the specified quality activity.

   The EPC Contractor shall identify those types of activities designated by codes, standards, or quality program requirements that require personnel certification, and the requirements for obtaining and maintaining the certification.

4. Procedures – The EPC Contractor shall develop and use procedures, guidelines, related forms, and other designated documents that address the processes, actions, and activities necessary for the implementation of the quality program, design processes, and procurement processes, including all necessary controls for the specified contract scope of work. The procedures shall be controlled and available to the personnel performing the work. The procedures shall identify activities to be performed and the individuals responsible for the designated activities and shall provide for appropriate controls with objective evidence to verify that the controls have been satisfactorily performed. Procedures should include forms and figures to ensure consistency and standardization.

5. Design Control – The EPC Contractor's engineering and design activities shall be controlled to ensure that Southern Company's requirements are accurately translated into the EPC Contractor's design output documents and/or deliverables. The following controls shall be applied to original-issue design documents, revisions to those design documents, and the engineering and design activities associated with them:

    - Designs shall be originated by individuals qualified by education and/or experience to perform or direct the assigned work.
    - Design documents shall be technically correct and adequate to meet the design requirements to safeguard the life, health, property, and welfare of the public.
    - Codes and standards referenced by Southern Company shall be applied to the design, and all other design activities shall be in accordance with the latest applicable code or standard.
    - Designs shall be prepared in sufficient detail (including methods, assumptions, and references) to allow for an independent review without recourse to the originator.
    - Engineering and design controls shall provide for preparation of appropriate documentation (including references to codes and standards) in sufficient detail to permit the independent review by another qualified individual of the process used, and to substantiate obtained results.
    - A qualified individual shall perform an independent review of all engineering and design documents that are generated to establish a design basis.
    - All reviews of engineering and design documents shall be documented.
    - Design documents, including drawings, calculations, datasheets, and specifications (and related changes), shall be independently reviewed by another qualified individual and approved for release to Southern Company.
    - Software developed by the EPC Contractor (excluding procured standard industry software) used to perform design analysis or to control design processes shall be verified to ensure the software provides accurate and consistent results. Any identified software errors shall be clearly and expeditiously communicated to all users. The impact of any software errors shall be evaluated to determine the significance of the error and broadness of its use.

- Nonconformance of the EPC Contractor's design activities shall be reviewed by the EPC Contractor and by Southern Company.

The EPC Contractor is fully responsible for complying with state professional engineering sealing requirements for engineering and design documents.

6. Document Control – The EPC Contractor shall have measures to control the issuance of and changes to documents affecting quality. The EPC Contractor shall ensure that documents are reviewed for adequacy, approved for release by authorized personnel, and distributed to the appropriate work location. The EPC Contractor shall ensure that changes to documents receive the same level of authorization as the original documents. All changes shall be documented, and all obsolete documents shall be removed promptly from all points of issue and use or be adequately marked to identify their status. Documents shall be easily retrievable, legible, reproducible, and uniquely identified.

7. Supplier Quality Oversight – As a part of supplier quality oversight, Inspection and Test Plans (ITPs) are required for each piece of equipment. Each ITP shall include the following at a minimum.

   - Equipment/material name.
   - Inspection point description.
   - Frequency of inspections.
   - Southern Company Witness/Hold/Review point requirements.
   - Acceptance criteria (such as code, specification, standard).
   - Southern Company agreement and approval.
   - Date/revision status.

8. Corrective Action – The EPC Contractor shall have a system to identify and promptly correct conditions that are adverse to quality. A system of continuous improvement or lessons learned is required by Southern Company.

9. Quality Records – The EPC Contractor shall have procedures for identifying and maintaining quality records. Personnel responsible for retrieval, retention, and disposition shall be identified. Records to be delivered to Southern Company as part of project close-out shall be identified and delivered.

10. Audits – The EPC Contractor shall perform audits to determine compliance with their quality assurance program requirements. Audits shall be performed to a written checklist and results documented. The audit schedule shall ensure that every aspect of the program is audited at least once every two years and that a project is audited at least once during the project's life.

3.2 Project Quality Assurance Plan

Southern Company requires the EPC Contractor to participate in the creation and implementation of Southern Company's project-specific Project Quality Assurance Plan (PQAP).

As the project goes through the distinct phases, PQAP documents define quality activities, listing the associated responsible parties, to ensure the key elements of the approved quality programs are adhered to.

The EPC Contractor will be required to attend workshops and meetings as the project progresses.

The PQAP is a living document and is to be followed throughout the life of the project.

4.0 QUALITY PROGRAM DOCUMENTATION

4.1 Quality Manual

The EPC Contractor shall have a quality manual that describes their quality program. The manual shall be approved and signed by a senior management official. The EPC Contractor shall periodically review and reaffirm or update the manual to reflect the current policies, processes, and organizations. The period for review may be established by the EPC Contractor's management but is not to exceed 2 years.

4.2 Quality Program Submittal

The EPC Contractor shall provide Southern Company an electronic copy of their QA program as part of a pre-qualification process or as a part of the bid proposal. Manuals shall be identified by revision level and/or revision date. If project-specific quality manuals are required by Southern Company, the EPC Contractor may submit corporate or representative site manuals.

Within 30 days of award of business or prior to the start of work, the EPC Contractor shall submit their QA program to Southern Company for approval as part of the project documentation requirements.

4.3 Documentation Required After Award or per Contract

4.3.1 Document Deliverables

Documents delivered to Southern Company shall comply with General Specifications, Supplemental Specifications, Document Submittal Specification, and/or Vendor Document Submittal Schedule (VDSS). The design documents shall be submitted in the appropriate sequence and on a schedule to allow for processing and review by Southern Company.

Design drawings shall be prepared on drawings with borders and title blocks approved by Southern Company. The numbering scheme for EPC Contractor design drawings shall be approved by Southern Company. The EPC Contractor shall revise the design

drawings to show the status and shall promptly submit any revisions of the design documents to Southern Company, per the submittal requirements.

5.0 QA SURVEYS AND AUDITS

5.1 QA Surveys

A QA survey to evaluate the EPC Contractor's Subsuppliers' facilities and quality capabilities may be conducted at any time but will normally be made before the purchase order is awarded, or prior to the award of business. Subsuppliers are also subject to survey by Southern Company.

QA surveys are hold points. If either the EPC Contractor or Southern Company finds the survey results to be unsatisfactory, a mitigation plan must be submitted to Southern Company by the EPC Contractor for final review and acceptance prior to award. If Southern Company does not accept the mitigation plan, or in cases where the deficiencies are too severe, the Subsupplier will not be allowed. If the survey results find the Subsupplier to be satisfactory with conditions (either EPC Contractor or Southern Company conditions), the Subsupplier will be allowed, so long as the Subsupplier fully meets all conditions and provides documented proof of compliance.

In the event that the EPC Contractor awards work to shop(s) (not previously approved by Southern Company) that have not had a shop survey performed, or the survey was performed, and the result was unsatisfactory, Southern Company reserves the right to reject the equipment or material from the shop.

At any time after performance of the initial survey, additional surveys may be performed as quality concerns dictate, or if the EPC Contractor deems it beneficial to the project.

5.2 QA Audits

The EPC Contractor's quality program and technical activities are subject to auditing by Southern Company. Such audits will vary depending on the EPC Contractor's performance, past records, the results of surveillance, and other factors. The EPC Contractor shall respond in writing within 30 days after receipt of the audit report to all audit findings. Corrective action for audit findings shall be accomplished expeditiously. Subsuppliers are also subject to audit by Southern Company including corrective actions for addressing audit findings.

6.0 RIGHT OF ACCESS

Southern Company or its designated agent(s) shall have the right of access to the EPC Contractor's facilities, equipment, or records generated as the result of work performed on the contract. This right of access shall include the right to perform surveillance or quality audits, including any subcontracted work by Subsuppliers. These surveillance activities or audits shall include, but are not limited to, the examination of the work planned, in progress, and completed. The purpose of these surveillance activities and audits will be to ensure that the EPC Contractor's and Subsuppliers' activities comply

with the technical and quality requirements of Southern Company's contract and the EPC Contractor's approved quality program. Southern Company or its designated agent(s) shall have the right to document findings and concerns with photographic evidence.

All access for Southern Company or Southern Company's representative shall be at no charge and at a time and schedule to support the designated work activities.

SQAR-1
Attachment A

SUPPLIER QUALITY ASSURANCE REQUIREMENTS
for
PROCUREMENT SERVICES

1.0 SCOPE

The base SQAR -1 document, used in conjunction with Attachment A, establishes the minimum quality program requirements for an EPC Contractor and their Subsuppliers when providing procurement services for Southern Company.

NOTE

The base document establishes the quality program requirements for engineering design. When procurement is included in the contract scope, it is supplemented with Attachment A.

2.0 GENERAL

The quality assurance requirements described in this document; the surveys, audits, and surveillances; or the absence or lack thereof, or deficiency therein, shall in no way relieve the EPC Contractor of any contractual obligations or responsibilities. The EPC Contractor's quality program shall be reviewed and approved by Southern Company's Supplier Quality management to ensure it meets the requirements of this SQAR and provides the controls necessary to ensure compliance with Attachment A.

3.0 DEFINITIONS

Contract – The procurement agreement between Southern Company and the EPC Contractor for an identified scope of equipment, material, and/or services. This agreement could also be in the form of a Purchase Order.

Country of Origin – The country where the material was melted, cast, forged, rolled, fabricated, or manufactured. Completed material and equipment may have multiple countries of origins, such as "Material was cast in location X, forged in location Y, and then fabricated in location Z."

Engineering, Procurement, and Construction (EPC) – A particular form of contracting arrangement where the EPC Contractor is made responsible for all the activities from design, procurement, construction, to commissioning and handover of the project to Southern Company.

Engineering, Procurement, and Construction (EPC) Contractor – The organization providing the services specified in Southern Company's EPC contract arrangement or purchase order. The contracted services may be one, some, or all of Engineering, Procurement, or Construction.

Foreign – A country external to the United States or Canada.

Foreign Material – Any equipment, material, or component with any foreign country of origin(s).

Hold Point – A point beyond which work may not proceed without the authorization of Southern Company. Manufacturing shall not proceed if Southern Company's quality representative is not present to observe a pre-established hold point that has not been previously waived in writing by Southern Company.

Initial Visit – A hold point, also called a manufacturing meeting or pre-fabrication meeting, used to define a meeting prior to the start of manufacturing with Southern Company's quality representative to review the procurement documents and the surveillance requirements. These terms are used interchangeably throughout this document.

Pre-Fabrication Meeting – A hold point, also called a manufacturing meeting or initial visit, used to define a meeting prior to the start of manufacturing with Southern Company's quality representative to review the procurement documents and the surveillance requirements. These terms are used interchangeably throughout this document.

Project Quality Assurance Plan (PQAP) – Project quality plan to facilitate quality activities which help improve overall quality on T&PS managed projects. The PQAP supports communication of quality expectations, defines who needs to be involved, and establishes when quality activities should occur. The plan is supported with an overall checklist of critical to quality activities, a surveillance plan for procured equipment, and Contractor quality requirements for construction quality to manage project quality activity.

Quality Surveillance – The selective review, observation, and evaluation of processes, procurement, manufacturing operations, and quality control systems and programs to determine supplier compliance with contractual quality requirements.

Supplier/Subsupplier – The EPC Contractor or an organization contracted by the EPC Contractor to support the Southern Company contract or purchase order. For this SQAR-1 document, this term is used to describe the EPC Contractor's Suppliers and Sub-suppliers (to any tier).

Southern Company – Refers to any Southern Company organization acting as the purchaser of equipment, material, and/or services identified in the contract or purchase order.

Witness Point – A point, also called an observation point, which provides Southern Company with the opportunity to witness the inspection or test or aspect of the

work at their discretion. Southern Company's quality representative may elect to waive the right to observe the witness point, but the EPC Contractor is not thereby relieved of quality responsibilities. Manufacturing may proceed if Southern Company's quality representative waives a pre-established witness point or if Southern Company's representative is not present after Southern Company was notified.

4.0 QUALITY PROGRAM REQUIREMENTS FOR THE EPC CONTRACTOR

Southern Company requires the EPC Contractor to have a quality program. It shall include a quality manual/program with a structured Quality organization. Their quality program shall have an established Foreign Material Policy (FMP) or Foreign Material Specifications (FMS) which addresses the use of foreign materials in critical materials and equipment. Their Quality Program shall include a process for using and selecting Subsuppliers. It shall have an established surveillance program to ensure satisfactory performance of Subsuppliers including minimum quality requirements for their Subsuppliers.

All elements of the EPC Contractor's submitted quality program shall be approved by Southern Company's Supplier Quality management.

To achieve a successful quality project and ensure key elements of the EPC Contractor's quality program and Southern Company's quality program are met, the EPC Contractor is required to participate in Southern Company's creation of a project-specific Project Quality Assurance Plan (PQAP). This will include attending meetings and being held responsible for certain activities as listed on the PQAP checklist.

Southern Company has the right to perform oversight surveillance activities of the EPC Contractor and any of their Subsuppliers to ensure they are working in compliance with the requirements of the procurement documents.

4.1 Quality Manual/Quality Program

The EPC Contractor shall have a quality manual/quality program that is reviewed, approved, and signed by a senior management official. The EPC Contractor shall periodically review and update it to reflect current quality policies and procedures. The period for reviewing may be established by the EPC Contractor but is not to exceed 2 years.

Southern Company's Supplier Quality management shall evaluate the submitted quality program to ensure all critical to quality project requirements are included and it satisfies the requirements of this SQAR-1 Attachment A document. Evaluation feedback will be supplied to the EPC Contractor listing any gaps or areas that need to be addressed. Fabrication, manufacturing, or procurement shall not commence until Southern Company's Supplier Quality management has formally accepted the EPC Contractor's quality program in writing.

4.2 Quality Organization

The quality manual/program shall define the organizational structure of the EPC Contractor with emphasis on the quality assurance/quality control (QA/QC) organization. The QA/QC responsibilities shall be defined. The manual/program shall include an organizational chart that identifies the QA/QC organization. This chart shall identify the reporting level to a sufficiently high level of management where quality problems can be resolved without undue influence from production or scheduling processes.

Designated quality professionals' qualifications shall be submitted to Southern Company for review and acceptance. Southern Company reserves the right to reject quality professionals at any time based on Southern Company's discretion. Reasons for rejection may include (but not limited to) quality professionals not properly managing the accepted quality program, do not possess the necessary skills, background, or experience to manage the quality program.

4.3 Foreign Material Program

4.3.1 Foreign Material Policy/Specification

The EPC Contractor's quality program shall include an established Foreign Material program to mitigate the risk of Counterfeit, Fraudulent, and Suspect items (CFSI). The program shall include a Foreign Material Policy (FMP) or a Foreign Material Specification (FMS), and an evaluation process, which addresses and limits the use of foreign materials in critical materials and equipment. The FMS or FMP shall be submitted to Southern Company Project Quality for written approval prior to the start of any procurement activity. The FMS or FMP shall include stipulations for Southern Company to provide written approval prior to the use of material from a foreign country of origin. (See section 3.0 for definition of *Country of Origin.*) Additional measures may be required to obtain Southern Company written approval. Additional measures could include shop surveys, sampling, testing, additional follow up shop visits, etc. Southern Company shall be provided free access to any shop providing foreign materials. The foreign Supplier's quality program, testing processes, and Subsuppliers shall be evaluated.

NOTE

Grade 91/92 material will not be allowed from China, Malaysia, or North Korea.

Grade 91/92 material from other foreign countries of origin will not be accepted without Southern Company's written approval prior to award.

The EPC Contractor's FMS or FMP shall cover the use of foreign materials acceptance, testing, and at a minimum include requirements for the following critical items:

- Pressure-retaining parts (that is, the application involves a pressure greater than 200 psig). These include, but are not limited to, vessel shells, heads, and nozzles; pipes, tubes, and fittings; valve bodies, bonnets, and disks; pump casings and covers; and bolting that joins pressure-retaining parts.

- Hazardous systems (that is, systems and equipment containing any substance likely to cause injury by reason of being explosive, flammable, poisonous, corrosive, oxidizing, an irritant, or otherwise harmful).

- Structural steel, miscellaneous steel, steel components, plates, bars, bolts, nuts, washers, or when reinforcing is to be used in concrete.

- Equipment that has a high potential of stored energy such as a large volume tank.

- When the failure of the specified material would likely result in significant disruption to operations.

4.3.2 Foreign Material Evaluation Process

The EPC Contractor shall have a foreign material evaluation process for mitigating the risk of CFSI for suppliers not already approved in writing by Southern Company. Upon discovery, this must be promptly disclosed to Southern Company and Southern Company will have the ability to add requirements or reject the use. Regardless of when it is discovered, no grade 91/92 material will be allowed from China, Malaysia, or North Korea.

At a minimum, this evaluation process shall include the following methods to decrease the risk from foreign material usage:

1. Determining if there is a domestic supplier with the same capabilities.
2. Performing an on-site shop survey(s) of the preferred Subsupplier.
3. Establishing a risk mitigation plan for using the preferred Subsupplier that includes additional testing, or other measures. The EPC Contractor must obtain written Southern Company approval of the mitigation plan.

Southern Company must provide written approval for all foreign material suppliers.

4.3.3 Risk Mitigation Plan

The EPC Contractor's documented risk mitigation plan shall include the methods used to reduce the usage risk to an acceptable level. This may include the testing methods used, metallurgical evaluations, along with the EPC Contractor's management acceptance.

The EPC Contractor shall obtain written Southern Company approval in order to use the mitigation plan.

4.4 Quality Language for Specifications

The EPC Contractor's quality program shall include established contract quality language to be included in each specification and/or purchasing contract. The contract quality language shall be submitted to Southern Company Project Quality for approval.

The contract quality language shall include the following as a minimum:

- Requirements that the Supplier's quality program meets the intent of SQAR 1 attachment A.

- Adherence of an approved FMS or FMP.
- Witness and Hold points such as:
  - Prefabrication Meeting.
  - First Weld for each process.
  - First NDE for each process.
  - Post Weld Heat Treat.
  - Testing (Hydro, Function, etc.).
  - Coating Prep and Coating.
  - Final Review / Shipping.
- Language to allow the addition of witness and hold points after final design or due to a concern from Southern Company.
- Notification requirements of witness and hold points to include when, how, to who.
- Submission and adherence to the EPC Contractor approved Inspection and Test Plan (ITP).
- Requirements for the Subsupplier to have an ITP. The ITP shall include the following at a minimum.
  - Equipment/material name.
  - Inspection point description.
  - Frequency of inspections.
  - Southern Company Witness/Hold/Review point requirements.
  - Acceptance criteria (such as code, specification, standard).
  - Southern Company agreement and approval.
  - Date/revision status.
- The use of the EPC Contractor's approved Subsuppliers.
- Requirements for an approval process to deviate from the contract documents.
- Rights of access language as stated in SQAR-1.
- When custom lifting accessories, as defined by OSHA standard 29 CFR 1926.251(a)(4), are used for receiving and job site handling at the customer's site, a requirement for document submittal shall be included in the contract language.

4.5 Deviations to Quality Requirements or Specifications

The EPC Contractor shall have a documented process for managing deviations from the EPC Contractor's internal specifications. The EPC Contractor shall submit their deviation process to Southern Company for review and acceptance. At a minimum, the deviation process should include reason(s) for the deviation, how it was qualified, and the EPC Contractor's management's acceptance of the deviation.

Any deviation from the EPC Contractor's quality requirements and specifications, after award of an order, are subject to review by Southern Company.

The EPC Contractor shall submit a request for approval using a Vendor Deviation Request form (VDR) processed through Southern Company's Oracle Primavera Unifier System for any deviations from the contract documents.

4.6 Process Safety Management

For projects that fall under OSHA Process Safety Management (PSM) requirements, the quality program shall address a plan to perform and oversee the activities of a PSM program. The purpose of the OSHA PSM safety standard is to review and analyze processes that could result in unwanted chemical releases and address them with training, written operating procedures, and other safeguards. OSHA defines these processes as any activity involving a highly hazardous chemical including using, storing, manufacturing, handling, or moving such chemicals at the site, or any combination of these activities.

This EPC Contractor's plan must address management of document control to meet PSM requirements, relevant code, and project specifications. The EPC Contractor's PSM program shall be submitted to Southern Company for review and approval. Southern Company shall have the authority to reject EPC Contractor's PSM program and require updates and changes as necessary to meet Southern Company's PSM program requirements.

4.7 Management of Subsuppliers

4.7.1 Process for Selecting Subsuppliers

The EPC Contractor shall use only Subsuppliers listed as “satisfactory” or “conditionally satisfactory” by Southern Company. If they are listed as “conditionally satisfactory,” they can be used as long as conditions are met. The EPC Contractor shall contact Southern Company’s Supplier Quality to verify the status of their selected Subsuppliers. For Subsuppliers not in the Southern Company Supplier Database, the EPC Contractor shall have a documented process for evaluating and selecting those Subsuppliers. This documented process shall be provided to Southern Company’s Supplier Quality Management for review and approval.

EPC Contractors must identify in their proposal the names and locations of any Subsupplier from which they plan to procure and/or fabricate materials. If multiple locations are listed, the EPC Contractor shall identify the scope of work, primary location, and the estimated percentage of material manufactured there. The EPC Contractor shall only list those Subsuppliers it is reasonably assured will be used on the particular contract. A general listing is not acceptable.

The EPC Contractor is responsible for ensuring the quality of all manufacturing and fabrication services obtained from their Subsuppliers or from corporate branch locations, meets the requirements of Southern Company’s contract documents and the EPC Contractor’s requirements. All applicable requirements of Southern Company must be accurately transferred by the EPC Contractor to all of their Subsupplier locations.

Any EPC Contractor’s Subsupplier work locations not included in their contract must be approved in writing by Southern Company prior to using that work location.

4.8 QA Surveys conducted by the EPC Contractor

Shop surveys are required for Subsuppliers that have not been previously approved by Southern Company. Before a purchase order is awarded, or prior to the award of business, the EPC Contractor shall conduct QA surveys at the Subsupplier(s)’ location(s). The purpose of the survey(s) is to evaluate each Subsuppliers manufacturing and fabrication capabilities ensuring they are complying with the contract requirements, and to verify the effectiveness of their quality program. Southern Company reserves the right to participate in QA surveys. QA surveys are hold points. If either the EPC Contractor or Southern Company finds the survey results to be unsatisfactory, a mitigation plan must be submitted to Southern Company for final review and acceptance.

If Southern Company does not accept the mitigation plan, or in cases where the deficiencies are too severe, the Subsupplier will not be allowed. If the survey results find the Subsupplier to be satisfactory with conditions (either EPC Contractor or Southern Company conditions), the Subsupplier will be allowed so long as the Subsupplier fully meets all conditions and provides documented proof of compliance.

In the event the EPC Contractor awards work to shop(s) (not previously approved by Southern Company) that have not had a shop survey performed, or the survey was

performed, and the result was unsatisfactory, Southern Company reserves the right to reject the equipment or material from the shop if insufficient
At any time after performance of the initial survey, additional surveys may be performed as quality concerns dictate or if the EPC Contractor deems it beneficial to the project.

4.9 Establishing a Surveillance Program

Southern Company requires the EPC Contractor to develop a surveillance program. The surveillance program should include the selective review, observation, and evaluation of the EPC Contractor's Subsuppliers (including their Sub-Tier Suppliers) to determine if the processes are complying with the procurement documents. These processes include procurement, manufacturing operations, testing, materials, equipment, and quality program requirements.

The surveillance program is performed by using a project quality surveillance plan (PQSP), performing surveillance activities, and communicating results through a reporting process.

A preliminary summary or outline of the surveillance program shall be submitted with the EPC Contractor's proposal for approval by Southern Company Supplier Quality.

4.9.1 Requirements of a Project Quality Surveillance Plan

A project quality surveillance plan is to be included in the surveillance program. The surveillance plan shall include a list of the equipment requiring surveillance, and the level of surveillance required based on the risk assigned to each procured item. The risk analysis shall include input from Southern Company Supplier Quality and Project Management.

The risk assigned to each procured item is based on categories such as:

Safety Impact – Is the component a safety critical item?

Reliability – What would be the impact if that component failed?

Costs – What is the purchase order value of the equipment?

Availability – Is it a long lead time item?

Constructability – How critical is it to the design if it were to be built incorrectly**?**

Access – Are there stages in the fabrication process beyond which the inspection of critical components is no longer possible or where repairs are costly, impractical, or unworkable?

Subsupplier's Performance – What is the confidence level in the Subsupplier's quality and capability?

The surveillance plans shall identify designated witness and hold points for the surveillance on each type of equipment. The EPC Contractor shall ensure all the witness and hold points from the surveillance plan are incorporated into their Subsuppliers' Inspection and Test Plans (ITPs), as well as their own ITPs, if they are manufacturing or fabricating, and submit to Southern Company for approval.

Southern Company reserves the right to add or remove witness and hold points at any time. Written notification will be provided to the EPC Contractor of any changes and additional points included in the applicable ITPs.

A finalized surveillance plan shall be submitted to Southern Company for review and approval, as specified by Southern Company Supplier Quality Management. Once approved by Southern Company, any changes shall be resubmitted to Southern Company for approval prior to implementation.

The surveillance plan shall address the following, as applicable:

- Brief description of equipment or material that requires surveillance.
- Witness and Hold (W/H) points for each piece of equipment or material, including W/H points that Southern Company plans to attend.
- ITP status.
- EPC Contractor's name or their Subsuppliers' names along with contact information.
- PO number.
- Risk assessment values agreed on with input from Southern Company's Supplier Quality and Project Management.

4.9.2 Surveillance Activities

4.9.2.1 *Initial Visit(s) or Pre-fabrication Meeting(s)*

Prior to the start of manufacturing, at each manufacturing location, the EPC Contractor's quality representative shall review the procurement documents and surveillance requirements with Subsuppliers. The EPC Contractor shall perform the initial surveillance visits at the Subsuppliers' shops. Alternatively, the EPC Contractor may hold the initial visit virtually, if they receive Southern Company approval. The EPC Contractor shall submit the request for any teleconference initial visits to supplierquality@southernco.com for Southern Company review and approval. This initial visit(s), regardless of where they are held, are hold points for Southern Company.

EPC Contractor shall schedule a meeting with Southern Company's Supplier Quality team, prior to the start of any manufacturing, to establish which shops Southern Company requires an initial visit for. Southern Company may require additional initial visits at other manufacturing locations as additional manufacturing locations become known. No manufacturing shall proceed in any manufacturing locations until Southern Company has determined if an initial visit is required.

During this initial visit, Southern Company's Supplier Quality representative, the EPC Contractor, and the Subsupplier will review any witness and hold points established by the EPC Contractor's surveillance plan or the contract documents. During this visit, Southern Company will add additional witness and hold points they deem necessary based on the final design. These additional points will be added at no additional cost to Southern Company.
During the course of the work, if quality concerns become evident, additional witness and hold points may be added and included without any cost impact.

4.9.2.2 *Manufacturing Schedule and Procedures*

The EPC Contractor should request a manufacturing schedule and any subsequent revisions to coordinate the surveillance activities and maintain the surveillance plan. Manufacturing procedures and special processes should be requested by the EPC Contractor and provided to the EPC Contractor's quality representative prior to the start of manufacturing.

4.9.2.3 *Surveillance Notification of Witness and Hold Points*

Witness and hold points are critical steps in the manufacturing and testing of equipment. The EPC Contractor's quality representative shall establish and require sufficient notification from the equipment manufacturer to observe the prescribed witness and hold points. Hold points in the EPC Contractor's surveillance plan shall not be waived unless approved by Southern Company. If Southern Company has elected to participate in the surveillance, Southern Company shall be provided a minimum of 5 business days' notice for domestic surveillance and 10 business days' notice for surveillance outside of North America. This notification shall be sent to supplierquality@southernco.com.

If EPC Contractor fails to provide notification of witness/hold points per the requirements of SQAR-1 or SQAR-1 Attachment A, Southern Company reserves the right to apply a $2,000 penalty for each occurrence. Southern Company reserves the right to stop work or require reinspection so that Southern Company may attend. In cases where reinspection is not possible, Southern Company may require additional testing or investigation, at EPC Contractor's expense, to provide validation that contract requirements have been met. In cases where notification is not provided according to the requirements of SQAR-1 or SQAR-1 Attachment A, and reinspection by Southern Company is possible, Southern Company will allow up to 5 notifications at no penalty.

4.9.2.4 *Release for Shipment*

A quality release of shipment document shall be prepared and delivered to the construction site or operating plant with the shipment of equipment or material. The EPC Contractor shall ensure they have a quality representative that has the authority to refuse the quality release of shipment if requirements of Southern Company's contract or the EPC Contractor's procurement documents have not been fulfilled.

4.9.2.5 *Surveillance Reports*

Reports for surveillance activities shall be originated by the EPC Contractor's surveillance personnel and reviewed by the EPC Contractor's appropriate management.

All reports shall be submitted within 7 calendar days of the surveillance activity to Southern Company's Supplier Quality management in a mutually agreed-on fashion.

Surveillance Reports shall include, where applicable:

- Surveillance activities including witness/hold points; initial meetings; and progressive, in-process, and final inspections.
- The identification, notification, and disposition of any nonconforming equipment identified during the surveillance process. The report shall detail the item(s) resolved and the action(s) taken to implement an effective resolution and recovery plan.
- Photos showing the components, so they are identifiable. Include close-up photos comparing conditions of good and poor workmanship, and deficiencies. In close-up photos, establish a frame of reference using items such as a pen or coin.
- Meeting minutes, notes from discussions, including punch lists.
- A final close-out report may be necessary to document that all punch list and nonconformances have been resolved.

4.9.2.6 *Surveillance Personnel*

The EPC Contractor's quality personnel performing surveillance shall have sufficient ability, experience, and training to properly perform the surveillance activity. Southern Company reserves the right to reject quality professionals at any time based on Southern Company's discretion. Surveillance of activities, special processes, or ASME code equipment may require the surveillance personnel to be certified by the applicable organization.
Upon request, these qualifications/certifications shall be submitted for review and acceptance by Southern Company. Southern Company reserves the right to reject surveillance personnel at any time based on Southern Company's discretion.

4.10 Quality Requirements for Subsuppliers

The EPC Contractor shall ensure Subsuppliers establish, document, and maintain a quality program that meets the requirements of this of this SQAR-1 Attachment A document, and that provides any additional controls necessary to ensure they meet the minimum quality requirements in key process areas. These quality requirements shall be adhered to regardless of whether the manufacturing and fabricating is performed by the EPC Contractor or Subsupplier.
The following sections provide the minimum requirements for the key quality processes listed below:

- Quality manual describing a quality organization.
- Procurement control.
- Document control.
- Design control.
- Material control.
- Inspection and testing.
- Nonconformance and corrective action.

- Quality records.
- Special processes.
- Receipt, storage and handling.

Subsuppliers are required to have a process for evaluating their sub-tier Suppliers to ensure their capabilities and the reliability of materials, equipment fabrication, inspection, and testing services are all in compliance with procurement and contract specifications.

4.10.1 Quality Manual

Subsuppliers shall have a quality manual that has been reviewed, approved, and signed by a senior management official. The Subsupplier shall periodically review and update the manual to reflect current quality policies and procedures. The period for review may be established by the Subsupplier's management but is not to exceed 2 years.

4.10.2 Quality Organization

The Subsupplier's quality manual shall include an organizational chart that identifies the QA/QC organization. Subsuppliers shall define their organizational structure, with emphasis on the quality assurance/quality control (QA/QC) organization. The QA/QC responsibilities shall be defined. This chart shall identify the reporting level to a sufficiently high level of management that quality problems can be resolved without undue influence from production or scheduling processes.

4.10.3 Procurement Control

Subsuppliers shall have procurement controls that ensure purchased equipment, materials, and services meet the specifications. These controls shall include procedures for evaluation of the capabilities and reliability of items Southern Company considers could have a significant quality impact on the end product.

4.10.4 Document Control

Subsuppliers shall have measures to control the issuance of and changes to documents such as instructions, specifications, purchase orders, procedures, and drawings. They shall ensure documents are reviewed for adequacy, approved for release by authorized personnel, and distributed to the appropriate work location(s). The Subsupplier shall ensure changes to documents receive the same level of review, approval, and distribution as the original documents. All changes shall be processed in writing. All obsolete documents shall be removed promptly from all points of issue and use or be adequately marked to identify their status.

4.10.5 Design Control

Subsuppliers shall have measures to control the design process, including design review, to ensure applicable design criteria, codes, regulations, standards, and contractual requirements are correctly translated into specifications, drawings, procedures, and instructions that clearly and precisely reflect the requirements of the procurement documents. Design changes, including field changes, shall be subject to

the same measures applied to the original design. Design documents shall reflect the final as-built conditions as provided by the EPC Contractor.

4.10.6 Material Control

Subsuppliers shall have a material control system that identifies each item (lot, component, or part) to prevent improper use. Such identification shall relate the item to its design drawing, specification, or other descriptive information throughout its production, receipt, installation, repair, or modification.
Throughout the manufacturing process, materials shall be controlled to prevent improper or inadvertent use.

4.10.7 Inspection and Testing

Subsuppliers shall have an inspection program that includes receiving, in-process, and final inspections. Procedures used to control inspections shall include the characteristics to be inspected, examined, or tested and the acceptance criteria used. Subsuppliers shall include, as part of the inspection program, the necessary documentation of inspection activities with forms, reports, tags, or other suitable means.

- Receiving inspection shall include checking of material verification documents and physical examinations of the material or equipment.
- In-process inspection shall include necessary verification that procedures for special processes are being used when applicable, and that physical examinations of the material or equipment are being conducted.
- Final inspection shall include verification that all required records and documents are complete, and that physical examination of the material or equipment has been made.

Subsuppliers shall have a system to indicate the inspection status of each item being inspected, using stamps, tags, travelers, or other suitable means. The system shall contain provisions for mandatory hold points that may be required by Southern Company.

If testing is required, the Subsupplier shall have documented testing procedures and shall perform the tests to ensure the end product meets the requirements of the procurement documents. Test results shall be documented and made available to Southern Company.

4.10.8 Nonconforming Items and Corrective Action

Subsuppliers shall have procedures for identifying and controlling nonconforming items. These procedures shall establish personnel responsibilities and authority for disposition of those items. The procedures also shall establish methods for investigating each nonconformance and initiating corrective action to prevent recurrence. These measures shall establish methods to verify repair, rework, or dispose of the nonconforming items, and for subsequent reinspection or retesting as required to ensure compliance with procurement documents. Records shall be maintained to document the nature, extent, and disposition of the nonconforming items and the corrective action to prevent recurrence. Southern Company shall have access to such records.

4.10.9 Requests for Deviations from Quality Requirements

The EPC Contractor shall request and obtain written approval of the deviation from Southern Company should their Subsuppliers deviate from Southern Company's specifications, purchase order, or contract. This is a requirement during manufacturing or fabrication of the product, after award of an order, and prior to incorporating any deviation.

A deviation or a nonconformance for material or equipment manufactured with a disposition of "use-as-is", or that does not return the item to the original requirements (such as a repair), shall be submitted by the EPC Contractor to Southern Company for approval.

The EPC Contractor shall submit the request for approval using a Vendor Deviation Request form (VDR) processed through Southern Company's Oracle Primavera Unifier System.

4.10.10 Quality Records

Subsuppliers shall have procedures for identifying quality records (such as material test reports or inspection records) to be maintained. The quality record procedure shall indicate the personnel responsible for retrieval, retention, and disposition of quality records.

4.10.11 Control and Calibration of Measuring and Test Equipment

Subsuppliers shall have a process for controlling and maintaining calibrated measuring and testing equipment. At prescribed intervals or prior to each use, all measuring and testing equipment, and devices used for inspection or testing shall be calibrated using only calibration laboratories that are currently accredited by Conformity Assessment Bodies (CABs) that are signatory to the ILAC Mutual Recognition Arrangement (ILAC MRA). Calibration certificates shall include, at a minimum, the ILAC MRA Mark, which can only be displayed by those that have signed the "ILAC R7-F1 Agreement for the use of the ILAC MRA Mark." Subsuppliers shall identify measuring and test equipment and provide a tag, sticker, or other suitable means to show the calibration status. They shall maintain testing and calibration records and make them available to Southern Company.

Subsuppliers shall have a process for verifying the confidence of the measurement methods used. A measurement method is not defined as the capability of the measurement device, but rather the method in which the measurement device is used. Subsuppliers must identify variables of the measurement methods, which may include variables of personnel, chosen measurement devices, and how the part is secured in the measuring device. This process shall document that the measurement method is proven to be repeatable and reproducible using methods such as gauge repeatability and reproducibility (R&R).

4.10.12 Control of Manufacturing and Special Processes

The Subsupplier's manufacturing activities affecting the quality of the specified equipment, material, or service shall be described by documented instructions, procedures, or drawings of a type appropriate to the circumstances and shall be accomplished in accordance with these documents. These documents shall include appropriate quantitative or qualitative criteria for determining that the prescribed manufacturing activities have been satisfactorily accomplished.

Subsuppliers shall establish written procedures to provide controls to ensure special processes such as welding, heat-treating, and nondestructive examination (NDE) are accomplished under controlled conditions by qualified personnel and equipment. Both procedures and equipment shall be used in accordance with the applicable codes, standards, and specifications. They shall maintain documentation for currently qualified personnel, processes, and equipment according to the requirements of applicable codes and standards. The actual process procedures, such as welding procedures and associated qualifications, should not be a part of the quality manual.

Subsuppliers shall have processes in place to verify controls of manufacturing equipment. The process shall establish target settings with control specification limits. The process shall include a verification process to ensure correct equipment settings prior to production runs. The process may include use of product measurement data to determine process control of the manufacturing equipment.

4.10.13 Preventive Maintenance

Subsuppliers shall have a process in place to identify, schedule, and manage all preventive maintenance activity on equipment that affects quality. This process should have documented records of preventative maintenance plans versus actual activity.

4.10.14 Handling, Storing, Packaging, and Shipping

Subsuppliers shall establish and maintain a system for handling, storing, preserving, packaging, and shipping all materials and equipment from the time of receipt throughout the manufacturing process to protect the quality of products and prevent damage, deterioration, or loss. The system shall include provisions for protection and identification of the product until delivery.

5.0 PROJECT QUALITY ASSURANCE PLAN

Southern Company requires the EPC Contractor to participate in the creation and implementation of Southern Company's project-specific Project Quality Assurance Plan (PQAP). As the project goes through the distinct phases, the PQAP documents and defines quality activities, and lists the associated responsible parties to ensure the key elements of the approved quality programs are adhered to.

The EPC Contractor will be required to attend workshops and meetings as the project progresses. The PQAP is a living document and is to be followed throughout the life of the project.

6.0 SURVEILLANCE CONDUCTED BY SOUTHERN COMPANY AS OVERSIGHT

Southern Company or any authorized representative of Southern Company shall have the right to perform a surveillance or inspection of the EPC Contractor and any of their Subsupplier's work and procedures at Southern Company's discretion, which includes but is not limited to, the pre-established witness and hold points defined in the contract documents.

Southern Company reserves the right to follow the progress of the work and the manner in which it is performed and must be allowed to take photographs of their product. The EPC Contractor and any of their Subsuppliers are required to maintain the following quality documents in dual language (native default and English): MTRs, calibration records, special process procedures, and inspection / test results.

Any defects found during surveillance or by test results, shall be repaired by the EPC Contractor or Subsupplier at no additional cost to Southern Company. Southern Company shall have the authority to reject materials or suspend any work not performed in accordance with the contract specifications.

7.0 RIGHT OF ACCESS

Southern Company or its designated agent(s) shall have the right of access to the EPC Contractor's and Subsuppliers' facilities, equipment, or records generated as the result of work performed on the contract. This right of access shall include the right to perform surveillance or quality audits including any subcontracted work by Subsuppliers. These surveillance activities or audits shall include, but are not limited to, the examination of the work planned, in progress, and completed. The purpose of these surveillance activities and audits will be to ensure the EPC Contractor's and Subsuppliers' activities comply with the technical and quality requirements of Southern Company's contract and the EPC Contractor's approved quality program. Southern Company or its designated agent(s) shall have the right to document findings and concerns with photographic evidence.

All access for Southern Company or Southern Company's representative shall be at no charge, and at a time, and schedule to support the designated work activities.