

MASTER SERVICES PROCUREMENT AGREEMENT

THIS MASTER SERVICES PROCUREMENT AGREEMENT is made this 25th day of July, 2017 by and between **AVANGRID Services Company**, a Delaware Corporation, with offices located at 89 East Avenue, Rochester, New York 14649 (hereinafter, "Company" or "Customer") and [REDACTED] with offices located at [REDACTED] (hereinafter, "Supplier" or "Vendor" or "Contractor"). AVANGRID Services Company and Supplier may be referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

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

WHEREAS, the Supplier states that it is an established and well-known provider of the Services possessing the skills, qualifications, and experience necessary to perform and manage such Services in an efficient, cost-effective, and controlled manner, with a high degree of quality and responsiveness, and that it has successfully performed similar services for other customers and is willing to provide the Services to the utility operating company subsidiaries of AVANGRID Services Company in accordance with the terms and conditions of this Agreement; and

WHEREAS, in reliance upon such statements and following its review of Supplier's proposal and negotiation of business terms, AVANGRID Services Company has selected the Supplier as a vendor-of-choice for the Services, which shall be procured and awarded in accordance with this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the Supplier and AVANGRID Services Company hereby agree as follows:

1. DEFINITIONS

As used in this Agreement:

- (a) "Affiliate" shall mean, with respect to a Party, any other entity Controlling, Controlled by, or under common Control with such Party. The term "Control" and its derivatives shall mean with regard to any entity, the legal, beneficial, or equitable ownership, directly or indirectly, of fifty percent (50%) or more of the capital stock (or other ownership interest, if not a corporation) of such entity ordinarily having voting rights.

- (b) "Company" shall mean the Affiliates of AVANGRID Services Company specified in Attachment A, attached hereto and made part hereof.
- (c) "RFP" shall mean a request for proposal for the Services which shall include a reasonably detailed description of the Services required by the Company(ies).
- (d) "Services" shall mean the services described in Schedule B, attached hereto and made part hereof.
- (e) "Terms and Conditions" shall mean the terms and conditions governing the performance of the Services and related matters pursuant to a Purchase Order, the form of which is set forth in Schedule C, attached hereto and made part hereof.
- (f) "Purchase Order" shall mean a purchase order issued by AVANGRID Services Company or a Company in accordance with this Master Agreement.
- (g) The "Effective Date" shall mean August 2017.
- (h) "Term" shall mean the term of this Master Agreement, as extended or terminated early in accordance with this Master Agreement.
- (i) "Small Business Concern" as defined by the Small Business Administration, shall mean a business that is independently owned and operated and which is not dominant in its field of operation. The law also states that in determining what constitutes as small business, the definition will vary from industry to industry to reflect differences accurately.

2. PROCESS FOR AWARDING SERVICES

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

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

OR

- (b) Issuance of an RFP. (i) AVANGRID Services Company or the Company(ies) requesting the Services shall issue an RFP to the Supplier. Within the time period specified in the RFP, Supplier shall issue a written proposal to AVANGRID Services Company, or if so directed, to the Company specified in the RFP, setting forth: (1) a detailed description of the Services to be

provided by the Supplier, consistent with the scope and other requirements specified in the RFP, and (2) Supplier's fees and charges for completing the Services, which Supplier warrants will be calculated in accordance with the pricing terms set forth in Schedule D, attached hereto and made part hereof.

(ii) Within the time period specified in the RFP, AVANGRID Services Company and/or the Company(ies) shall review the Supplier's proposal. If AVANGRID Services Company and the Company(ies) requiring the Services, in their sole and absolute discretion, determine that they wish to award a contract for Services and thereupon select the Supplier's proposal, the Company shall forward duplicate original Purchase Orders for the Services (conforming with the requirements of Section 2.1(a), above, but also incorporating the Supplier's proposal) to the Supplier at the address specified in Section 6.1, below. Upon receipt of an authorized Purchase Order, Supplier shall commence performance of the Services in accordance with the terms therein.

2.2 (a) Notwithstanding anything to the contrary in this Agreement or in any Purchase Order or RFP issued hereunder, AVANGRID Services Company makes no representation or warranty that AVANGRID Services Company or any Company(ies) will issue any Purchase Orders or RFP's, or any minimum dollar volume of Purchase Orders or RFP's, during the Term of this Master Agreement. AVANGRID Services Company or the Company(ies) requesting Services may terminate a Purchase Order or RFP for such Services at any time, without penalty or other obligation, prior to commencement of performance of the Services by Supplier in accordance with the terms therein.

(b) Supplier acknowledges and agrees that the issuance of an RFP, Purchase Order, or other document pursuant to this Article 2 by AVANGRID Services Company or any Company shall not constitute an offer by AVANGRID Services Company or any Company to purchase Services, and that an enforceable agreement for Services shall result only when an authorized Purchase Order for such Services, processed in accordance with this Article 2, is issued to Supplier by AVANGRID Services Company or a Company and accepted by the Supplier.

(c) Supplier further acknowledges that each Purchase Order processed in accordance with this Article 2 and issued to Supplier by AVANGRID Services Company or a Company and accepted constitutes a separate and distinct contract for the particular Services set forth in the Purchase Order and shall be governed by the following documentation:

- (i) The Purchase Order (exclusive of its pre-printed terms and conditions);
- (ii) The Terms and Conditions attached hereto as Schedule C, as they may be amended or modified for the particular Purchase Order;
- (iii) The Scope of Services document attached hereto as Schedule B, as it may be amended, modified or supplemented for the particular Purchase Order; and
- (iv) This Agreement, including all Schedules other than those described in subsections (i), (ii), and (iii) above.

In the event of any inconsistency among the aforementioned documentation, the order of precedence shall be as set forth in subsections (i), (ii), (iii), and (iv), above.

3. PRICING; PAYMENT; DISCOUNTS AND REFUNDS

3.1 (a) Supplier agrees that pricing, fees, pass-throughs, and other charges set forth in Schedule D will be incorporated into and used as the basis for all pricing, fees, pass-throughs, and other charges in: (i) any proposal issued by Supplier hereunder, and\or (ii) any Purchase Orders pursuant to this Master Agreement.

(b) Supplier agrees that the pricing terms set forth in Schedule D shall be fixed for the time period specified in such Schedule and shall not be subject to increase except as expressly specified in such Schedule.

3.2 (a) Supplier agrees that, in calculating any discounts or adjustments to prices, fees, pass-throughs, and charges set forth in Schedule D that are based upon volumes or quantities of Services awarded to Supplier, Supplier shall include in such calculation the volumes or quantities of Services for all Purchase Orders issued by AVANGRID Services Company or any Company(ies) during the relevant time period.

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

4. NO GUARANTY; HOLD HARMLESS

Supplier acknowledges and agrees that, notwithstanding anything to the contrary contained in this Master Agreement, any subsequently issued RFP, or in any Purchase Order between Supplier and any Company(ies), that with respect to any Purchase Order for Services issued by any Company(ies) pursuant to this Agreement:

(a) All charges, fees, and expenses, as well as any credits, refunds, or rebates, resulting from Services rendered by Supplier pursuant to such Purchase Order shall be solely for the account of such Company(ies), and neither AVANGRID Services Company nor any other Company(ies) shall be considered a guarantor or surety of any charges, fees, and expenses arising under such Purchase Order;

(b) All communications, notices, invoices, and reports resulting from Services rendered by Supplier pursuant to such Purchase Order shall be directed to the representative(s) of the Company(ies) identified in such Purchase Order;

(c) Supplier covenants not to sue AVANGRID Services Company or any other Company(ies), for any charges, fees, expenses, or claims arising from or attributable to Services rendered by Supplier pursuant to such Purchase Order; and

(d) Supplier shall hold AVANGRID Services Company and the other Company(ies) and their respective employees, agents, officers, shareholders, and directors harmless from and against any and all damages or liabilities arising from or attributable to, directly or indirectly, the performance, non-performance, or other acts of the Company(ies) and its employees, agents, or representatives pursuant to such Purchase Order.

5. TERM

5.1 This Master Agreement shall remain in effect until terminated according to section 5.2 below.

5.2 (a) Either Party may terminate this Master Agreement at any time and for any or no reason upon thirty (30) days' prior written notice. Upon the effective date of termination specified in such termination notice: (i) all RFP's, proposals, and Purchase Order for which Supplier has not begun to deliver the Services shall be deemed canceled, unless otherwise agreed in writing by the Company(ies) requesting or issuing such RFP's, proposals, and\or Purchase Orders, and (ii) this Master Agreement shall be terminated without liability or obligation to the Parties, except for any liabilities and obligations arising under any Purchase Orders for which Supplier has already begun to provide Services. Neither Party shall have liability for any costs, expenses, or other fees incurred by the other Party in connection with any RFP 's, proposals, or Purchase Orders that are in process but for which provision of Services has not begun upon the effective date of termination of this Master Agreement.

(b) Termination of this Master Agreement by AVANGRID Services Company shall not effect, or result in, termination of any Purchase Orders issued by AVANGRID Services Company or a Company and for which Supplier has begun to deliver Services prior to the effective date of termination set forth in AVANGRID Services Company's termination notice; provided, however, that this subsection (b) shall not constitute a waiver or relinquishment of any right of termination of any Company pursuant to the terms and conditions of such Purchase Orders.

6. GENERAL

6.1 Notices. All notices, requests, demands, and determinations under this Master Agreement shall be in writing and shall be deemed duly given: (i) when delivered by hand, (ii) one (1) day after being given to an express courier with a reliable system for tracking delivery designating overnight delivery, (iii) when sent by confirmed facsimile with a copy sent by another means specified in this Section 6.1, or (iv) six (6) days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, and

addressed to Party at the address(es) specified in Schedule F. A Party may from time to time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date upon which it will become effective.

6.2 Governing Law. This Master Agreement and performance under it shall be governed by and construed in accordance with the laws of State of New York; as such laws are applied to contracts between residents that are entered into and to be performed entirely within New York.

6.3 Binding Nature and Assignment. This Master Agreement shall be binding on the Parties hereto and their respective successors and assigns. Neither Party may, or shall have the power to, assign this Agreement without the prior written consent of the other, except that AVANGRID Services Company may assign this Master Agreement and its rights and obligations hereunder to an Affiliate without the approval of the Supplier, but on prior written notice.

6.4 Entire Agreement: Amendment. This Master Agreement, including any Schedules referred to herein and attached hereto, each of which is incorporated herein for all purposes, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to the subject matter contained in this Master Agreement. No change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the Party against which such change, waiver, or discharge is sought to be enforced.

6.5 Counterparts. This Master Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties hereto.

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

6.7 Relationship of Parties. Supplier is not an agent of AVANGRID Services Company and has no authority to represent the AVANGRID Services Company as to any matters, except as expressly authorized in this Master Agreement.

IN WITNESS WHEREOF, AVANGRID Services Company and Supplier have each caused this Agreement to be signed and delivered by its duly authorized representative as of the date first given above.

AVANGRID Services Company

Signature

R.D. Kump

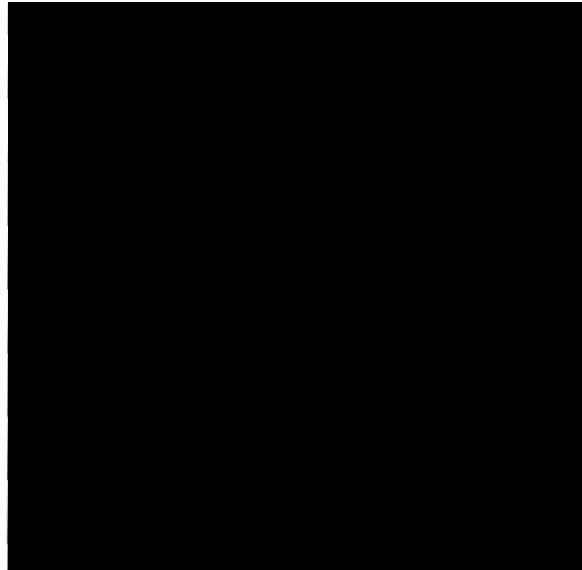
Print Name

CEO

Title

8/2/17

Date



AVANGRID Services Company

Signature

Robert P. Fitzgerald, Jr.

Print Name

Director, Networks Business Analysis &
Performance
Title



8/3/17

Date

SCHEDULES:

- Schedule A: Companies
- Schedule B: Services
- Schedule C: Terms and Conditions
- Schedule D: Pricing Terms
- Schedule E: Special Conditions
- Schedule F: Notices
- Schedule G: Insurance Requirements
- Schedule H: Background Check Requirements

SCHEDULE A

Companies

New York State Electric & Gas Corporation
18 Link Dr
Binghamton, NY 13904

Rochester Gas and Electric Corporation
89 East Avenue
Rochester, New York 14649

SCHEDULE B

Scope of Work

UNDERGROUND LOCATING SERVICES for NYSEG, RG&E

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1.1 Purpose and Description

As required by state and federal codes and various other regulations, with customer or contractor notification of planned excavation, the Companies are required to mark all owned underground gas and electric facilities including, but not limited to transmission and distribution piping and customer service piping (up to the meter) within specific timeframes prior to the start of any/all excavation activities. The purpose of this requirement is to make an excavator aware of any underground facilities in proximity to the planned excavation and to minimize or avoid any negative impacts of Third Party Damage to company facilities.

In general and as per the Companies Gas Operating and Maintenance Procedure (GOMP) 8.125 – Excavating in Proximity to Underground Structures (Exhibit D), anyone contemplating or planning an excavation is required to call the One Call System (Dig Safely New York @ 811) to request a stakeout. Notification shall be made no more than 10 days and no less than 2 days prior to the planned excavation. Dig Safely New York (DSNY) forwards the notification information to the companies and/or their stakeout contractor.

If the excavation is going to be within 15 feet of underground facilities, a stakeout shall be performed in accordance with 16NYCRR Part 753, Section 1.6 (Exhibit E) and Section 7.0 of GOMP 8.150 – Locating and Protection of Underground Gas Facilities (Exhibit F).

NOTE: Although the GOMP title implies gas facilities only, for the purposes of bidding on this RFP bidders should consider this to include both gas and electric underground facilities owned by the Companies wherever reference to GOMP 8.150 is made.

In our mission to become a “Best in Class” organization, the Companies are seeking a strategic partner to cooperatively perform these services in a cost effective, efficient and high quality manner. Supplier is highly encouraged to include innovative tools and techniques to increase productivity and reduce cost without sacrificing quality.

1.2 Roles and Responsibilities

The Companies will be responsible for hiring an independent Supplier to perform underground facilities stakeouts. The Companies will coordinate work activities with the Supplier and provide asset maps and/or street listings for identifying areas and recording completed work for tracking purposes.

The Supplier must follow all requirements and guidelines set forth in this document and by the Companies GOMP 8.125 and 8.150 as well as all applicable codes and standards as referenced in Section 2.5 (h) including Code Rule 753 and OSHA safety rules and requirements; and based on those requirements and guidelines, conduct stakeouts that provide valid results that meet the quality requirements of the GOMP, this document and applicable codes. The Companies will identify all data collection needs and the vendor will be responsible for ensuring that the appropriate data is recorded, collected and reported in a timely manner as identified in Section 1.10 of this RFP, to facilitate the Companies achievement of code and regulatory compliance.

For each defined operational area (e.g., regional as per the Companies current organizational/geographic boundaries), the Supplier shall identify local supervision that will physically maintain presence in the area of responsibility and be available to the Companies for routine communications including but not limited to spontaneous inquiries and participation on bi-weekly conference/status calls as required.

Face to face “tailboard” meetings may be held periodically at various locations to provide an opportunity for the Supplier employees from that area to meet with a representative from the Companies. These meetings are held to emphasize safety; review vendor performance towards improving overall 3rd Party Damage program results; and to communicate any observed patterns, or changes in the program.

The Supplier shall have a representative attend and participate in monthly meetings of the local Damage Prevention Council (DPC).

1.3 Scope

The Supplier will be expected to conduct employee training and ensure acceptable employee qualification and performance; conduct the stakeouts as per the referenced procedures; perform employee locate verifications; identify areas for program improvement; produce periodic status reports if required and participate in periodic team conference calls.

The Companies reserve the right to "Stop at Will" based on vendor performance or changes in business conditions.

1.3.1 General Requirements

The Supplier will be an extension of the Companies and thereby a representative of the Companies to our customers. With the intent of maintaining a positive image in the community and areas we serve, the vendor shall establish and maintain a positive working relationship with all municipalities and other customers in the company's franchise area(s). The vendor shall ensure feedback on the final status (e.g., completed, incomplete, no facilities identified, etc.) is provided to the excavator on all gas and electric utility stakeouts or stakeout requests.

The Supplier shall be responsible for providing all personnel equipment including safety equipment and Personal Protective Equipment (PPE) and materials (e.g., stakes or flags and paint) required to meet the scope of work identified in their proposal.

All stakeouts shall be photographed and/or video taped by the vendor and shall be retained in accordance with Section 1.10 of this RFP.

1.3.2 Penalties

If, after following all the procedural steps as laid out in the Locating Policy Handbook and the locators equipment signal does not match the gas maps or the locator is not confident with their stakeout, it shall be deemed a "difficult locate" and all steps of the Team New York Trouble Locate Policy shall be adhered to, the vendor shall notify the contractor/excavator of the difficult locate per Code Rule 753-3.3 (B) and as per the policy the Companies will arrange for their representative to perform the difficult locate to avoid a mismark. If, on the Companies response to a difficult locate they find that the underground facility was easy to locate by normal means, the contract locator will be billed at the fully loaded rate for all time and materials (personnel cost, vehicle costs, etc.).

In the event of a Third Party Damage incident, the Supplier's representative/Supervision shall be called to the scene and Supplier's Management Team notified of the incident and shall be required to perform and/or participate in all investigations and root cause analysis of said incident. The vendor may, at their discretion, choose to perform their own investigation in addition to or independent of the Companies efforts.

If, after root cause analysis it is determined that mismarks due to the Supplier, the Supplier's personnel, Supplier's equipment or Supplier's processes resulted in a Third Party Damage incident, the Supplier shall be responsible for all costs incurred up to and including:

- Repair costs whether by Company or contractor personnel
- Fines imposed by regulatory agencies

Any/all such penalties will be deducted from the outstanding invoice amount(s) or via direct billing to the Supplier if there are no outstanding invoices or if the amount exceeds any outstanding invoice amount(s).

1.3.3 Equipment

Equipment to be used is at the discretion of the Supplier but all equipment must be approved by the Companies prior to use.

The Companies reserve the right to verify the accuracy of Supplier equipment on all mismarks or on any stake out at the discretion of The Companies.

1.4 Sample Work Products

Not applicable. This was provided as part of the RFP.

1.5 Relevant Experience

Supplier should provide detailed resumes of the individual(s) with significant experience and responsibility for the programs in the underground facilities locating field, including establishing programs, advising utilities, program administration and experience developing procedures, standards and protocols used in gas facility locating.

1.6 Schedule

Supplier should complete Table 1.6-1 to reflect their mobilization schedule. For purposes of this table, Supplier should assume work to begin on or about August 2017..

Supplier should identify the key activities on Table 1.6-1 and describe the most critical requirements that must be met by the Supplier and the Companies to successfully meet a mutually agreed upon implementation date.

Table 1.6-1: Locating Activities, Responsibilities and Timing (example)

Activity	Purpose	Est. Start Date	Est. End Date	Responsibility

1.7 Customer Complaints

Supplier should fully describe their proposed customer complaint resolution process.

1.8 Personnel

1.8.1 Key Personnel

Identify on Table 1.8.2-1 the key personnel whose participation will be essential to success. Include the Program Manager who will provide the primary oversight and liaison with the Companies as well as any Supervision who will provide oversight of the day to day locating operations and be the direct interface with the Companies. Attach resumes for each of these individuals. If specific names are not yet available, attach the job descriptions and requirements.

Supplier must confirm that the individuals named on Table 1.8.1-1 will be available to carry out the activities as scheduled in Table 1.6-1 and described in Section 1.3.

Table 1.8.1-1: Key Personnel (example)

Name of Firm	Name of Person	Title	Services Person will Perform Under this Contract

1.8.2 Personnel Identification and Training

All Supplier employees performing locates must be Operator Qualified (OQ) to Federal standards.

The Supplier shall also be responsible for Operator Qualifications (OQ's) under the Northeast Gas Association (NGA) program, background checks for all personnel and compliance with all Federal Drug & Alcohol (D&A) testing requirements (49 CFR Parts 40, 199 and 382). In addition, all vendor personnel in the Federal D&A program shall be added to, and maintained current on the Companies list of approved contract employees.

Supplier shall have their own Quality Assurance (QA) program that must include:

- Employee certification process/procedures
- Corrective Action process
- Quality verification procedures (field checks/re-locates, etc.) with timely reporting and corrective action.
- Document control process and procedures

In addition, the Companies may at their discretion, have representatives perform site visits, safety spot checks or field surveillance to ensure that the Supplier employees are in compliance with all procedures and other compliance requirements (e.g., codes). QA audits may also be performed to ensure work practices comply with GOMP 1.100 – Adequacy and Effectiveness of Procedures and Standards; Part 5.2 (Exhibit G).

The Companies are aware that it may be necessary for Supplier to inform customers and others that they are conducting this work on behalf of NYSEG and RG&E. Supplier should specify what proof or identification these employees will require to provide assurance to customers of that affiliation.

If Supplier anticipate conducting field visits, they must acknowledge their understanding that the New York Security Photo Identification Form provided (Exhibit H) must be completed for any employee requiring a contractor badge from the Companies.

Supplier should summarize their plans for providing their employees with training to ensure Supplier and Companies customer service standards are met, to ensure employee sensitivity to customer needs for privacy and security, and to protect employees from risk of physical harm or accusations that are difficult to defend. Copies of any policies and procedures, handouts, or other materials normally used in such training should be provided.

The Companies shall provide copies of all applicable Gas Operating and Maintenance Procedures (electronically or hard copies) to the Supplier.

Current versions of all appropriate/related Gas Operating and Maintenance Procedures shall be on the jobsite and readily available to all employees performing the stakeout(s) as required by Part 11.0 of GOMP 1.150 – Control of the Team NY Gas O&M Manual (Exhibit I).

1.9 Invoice Documentation

The Companies anticipate that invoices will be provided monthly by the Supplier for completed work.

The Supplier will be required to provide sufficient detail to support each invoice presented to the Companies and will ensure it is consistent with the finalized pricing worksheet.

1.10 Tracking and Reporting

Data and documentation, including photographs and/or video tape of each stakeout must be tracked, managed and retained by the vendor to ensure that all records are readily retrievable and reproducible so they can be provided to the Companies upon request for purposes of (a) investigating incidents of Third Party Damage; (b) facilitating the ability to align any Third Party Damage with the vendor documentation; and c) satisfy any reporting requirements (e.g., periodic reporting to the NY Public Service Commission).

Failure to produce required documentation upon request shall be considered an admission of fault by the vendor.

These records include, but are not limited to:

- Operator Qualifications for every employee performing locates
- Progress/status reporting as required
- Form #8150 or equivalent stakeout log sheet in hard copy or electronic format
- All Dig Safe ticket information

Requirements for maintaining and updating gas records are covered in GOMP 8.650 - Map and Record Maintenance (Exhibit J).

Underground Locating Services List of Exhibits (CD attached)

Exhibit A – Not Used

Exhibit B – Not Used

Exhibit C – Not Used

Exhibit D – NY Gas Operating and Maintenance Procedure - Section 8.125 – Excavating In Proximity To Underground Structures

Exhibit E – 16NYCRR Part 753

Exhibit F – NY Gas Operating and Maintenance Procedure - Section 8.150 – Locating And Protection Of Underground Gas Facilities

Exhibit G – NY Gas Operating and Maintenance Procedure - Section 1.100 - Adequacy And Effectiveness Of Procedures and Standards; Part 5.0 - Review Of Gas Operations Work; Paragraph 5.2

Exhibit H – New York Security Photo Identification Form

Exhibit I – NY Gas Operating and Maintenance Procedure - Section 1.150 - Control Of The Team Ny Gas O&M Manual; Part 11.0 – O&M Procedures At Worksites

Exhibit J – NY Gas Operating and Maintenance Procedure - Section 8.650 - Map And Record Maintenance

SCHEDULE C

Terms and Conditions

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ARTICLE 1 – CONTRACT DOCUMENTATION AND DESCRIPTION OF SERVICES

Pursuant to that certain Master Services Procurement Agreement (the “Master Agreement”) between AVANGRID Services Company and [REDACTED] (“Supplier”), the entity named (hereinafter, the “Company”) in the given Purchase Order (the “Purchase Order”), engages the Supplier, and the Supplier hereby agrees to perform the Services.

The Services shall be as described in Schedule B of the Master Agreement; as such Schedule may be amended, modified or supplemented and attached hereto for the purposes of the Purchase Order.

The provision of the Services shall be governed by the following documentation:

- (i) The Purchase Order (exclusive of its pre-printed terms and conditions on the back thereof);
- (ii) These Terms and Conditions;
- (iii) The Scope of Services document attached to the Master Agreement as Schedule B, as it may be amended, modified or supplemented for the Purchase Order; and
- (iv) The Master Agreement, including all Schedules other than those described in subsections (i), (ii), and (iii) above.

In the event of any inconsistency among the aforementioned documentation, the order of precedence shall be as set forth in subsections (i), (ii), (iii), and (iv), above.

All work shall be invoiced in accordance with the Pricing Schedule included in Schedule D, attached hereto and made a part hereof (unless otherwise agreed to in writing by the Company).

Supplier further agrees to do the following:

- A. Supplier, through its experience and the normal course of business, has included full provision for local wage rates, travel and subsistence rates, allowances and conditions, if any, as well as allowances for any other measures necessary to complete the work in a satisfactory manner in accordance with this Agreement.
- B. Supplier has read, understands and shall comply with Schedule E, hereby referred to as “Special Conditions”, attached hereto and made a part hereof.
- C. Upon execution (for purposes hereof execution means when Supplier has begun to provide Services pursuant to the Purchase Order) of a Purchase Order:
 - 1) Supplier has examined all available records pertaining to the work.
 - 2) Supplier further states that the Agreement Price and detailed schedule for completion of the work are based on Supplier’s known knowledge and judgment of the conditions and hazards involved,

and not upon a representation of the Company. The Company assumes no responsibility for any understandings or representation made by any of their representatives during or prior to execution of this Agreement unless such understandings or representations are expressly stated in this Agreement and the Agreement expressly provides that the responsibility is assumed by the Company.

ARTICLE 2 - CONTRACT PRICE

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

ARTICLE 3 - REIMBURSABLE ITEMS

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

A. Fees

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

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

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

B. Travel Expenses

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

(i) The Supplier will be reimbursed the automobile mileage at the then current IRS allowed rate. For mileage incurred in actual and necessary travel by private automobile for mileage to the Work Location, plus the actual cost of all parking, highway, and/or bridge charges paid enroute.

(ii) The Supplier will be paid or reimbursed for travel by commercial airlines in coach class and at discounted fares, if possible, except when such coach and/ or discounted airline accommodations are not reasonably available to meet necessary work requirements or would

- a) require circuitous routing;
- b) require travel during unreasonable hours;
- c) greatly increase the duration of the flight;
- d) result in additional costs which would offset the transportation savings; or
- e) offer accommodations which are not reasonably adequate for the medical needs of the traveler.

Company will pay or reimburse Supplier for such reasonable additional airline travel expenses as are necessary to avoid or overcome the problems cited in the foregoing sentence.

(iii) Company will pay or reimburse Supplier for the actual cost of necessary local transportation (cab, bus, streetcar, rental car, etc.). The Supplier agrees to furnish documentation, if requested, for any such charges in excess of [REDACTED] with its invoices therefore under this Agreement.

(iv) Company will pay or reimburse Supplier for the actual cost of reasonable meals and hotel accommodations unless a predetermined per diem has been agreed to and is listed in Schedule D to the Master Agreement.

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

ARTICLE 4 - PAYMENTS

- A.** Fees and other amounts due to the Supplier hereunder shall be paid monthly.
- B.** Payments of any undisputed portions of an invoice will be made on the 60th day after the receipt by Company of a properly completed invoice, supported by original receipts, and detailing the travel expenses.
- C.** An original and copy of each invoice are to be mailed to the “Bill to Location” provided in the Purchase Order

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

The following documentation must accompany each invoice:

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

ARTICLE 5 – TAXES

The price does not include sales/use taxes.

Supplier shall be responsible for payment of and assumes exclusive liability for any and all contributions or taxes imposed by or required under the laws of the State of New York or any other state or Federal law, or the Federal Social Security Act or any other act, now or hereafter in effect, upon or in respect to, wages, salaries, benefits or other compensation paid to employees engaged upon or in connection with the Services.

Company shall withhold from any payments due Supplier hereunder any amounts that it is required to withhold pursuant to any Federal or State tax laws.

ARTICLE 6 – CHANGES

No changes in the Scope of Services are authorized unless made by Company and sustained by written Supplement. Changes made by Supplier, unless authorized by an executed Supplement, shall be made at the sole risk of Supplier, there being no financial recourse against Company. A Supplement is a written Purchase Order Supplement, signed by the Company and issued after the execution of this Agreement, authorizing an addition, deletion, or revision in the Services or an adjustment in the Contract Price or the Schedule.

No changes in the Agreement will be made without an Agreement Supplement. Unless otherwise agreed, all Supplements shall be governed by the conditions of this Agreement.

ARTICLE 7 - CLAIMS/DISPUTES

- A. Any claims by Supplier relating to this Agreement, must be submitted in writing within fourteen (14) calendar days of initial occurrence of the basis for the claim. Failure to provide such notification shall be deemed waiver of such claim.
- B. Any dispute or claims by the Supplier shall not affect the diligent prosecution by Supplier of the Services.

ARTICLE 8 – AUDIT

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

ARTICLE 9 - RIGHTS, PRIVILEGES, REMEDIES

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

ARTICLE 10 - NON WAIVER OF RIGHTS

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

ARTICLE 11 - SET-OFF

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

ARTICLE 12 - CONFLICTING DOCUMENTS

To the extent, if any, that the specifications, drawings or other documents that may be referenced herein conflict with the provisions of this Agreement, this Agreement shall take precedence and govern.

ARTICLE 13 - INDEPENDENT SUPPLIER

Supplier is and shall always remain an independent contractor in its performance of this Agreement. With the exception of staff augmentation engineering services required by Company, where Supplier’s personnel work out of Company’s offices under Company’s direction, the provisions of this Agreement shall not be construed as authorizing or reserving to Company any right to exercise any control or direction over the operations, activities, employees or agents of Supplier in connection with this Agreement. Neither party to this Agreement shall have any authority to employ any person as agent or employee for or on behalf of the other party to this Agreement for any purpose, and neither party to this Agreement, nor any person performing any duties or engaging in any work at the request of such party, shall be deemed to be an employee or agent of the other party to this Agreement.

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

ARTICLE 14 – SUBCONTRACTS

If Supplier shall cause any part of the work to be performed by a sub-contractor, the provisions of this Agreement shall apply to such sub-contractor and its officers, agents or employees in all aspects as if they were employees of Supplier, and Supplier shall not thereby be discharged from any of its obligations and liability hereunder, but shall be liable hereunder for all acts and omissions of the sub-contractors. Nothing shall create any contractual relationship between Company and any subcontractor or any sub-subcontractor.

The Supplier shall submit a list of those work items which it plans to subcontract and the names of Supplier’s subcontractor proposed for the work. Supplier’s subcontractor may not be changed

except at the request of or with the written approval of the Company. The Company shall promptly notify the Supplier in writing if, after due investigation, Company has reasonable objection to any subcontractor on such list and does not accept it. Failure of the Company to make objection promptly shall constitute acceptance of such subcontractor. Copies of all subcontracts shall be furnished to Company.

ARTICLE 15 - THIRD PARTY BENEFITS

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

ARTICLE 16 – SAFETY

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

The Company's Safety Rules and Regulations for Supplier's attached hereto and made a part hereof, as Attachment A and shall apply to all work performed under this Agreement.

ARTICLE 17 - ACCIDENT AND LOSS PREVENTION

For the protection of workers and the public, the Supplier will take all necessary and advisable precautions for the safety of all persons and property at, on, or near the work site and will erect and maintain all necessary and advisable safeguards as required by the conditions and progress of the work.

ARTICLE 18 – INSURANCE

Supplier shall maintain insurance in accordance with the requirements as set forth in Schedule [G]. Supplier must maintain applicable insurance. An insurance certificate must be mailed to Customer prior to starting Services.

ARTICLE 19 – INDEMNIFICATION

Supplier will indemnify, defend at its expense and hold harmless the Company and its Affiliates, directors, officers, employees, and agents (the "Indemnitee") from and against any and all claims, demands, suits, losses, costs, fees, damages or expenses it may suffer, or for which it may be held liable, whether including, without limitation, reasonable expenses and attorneys fees incurred in the connection therewith, by reason of (A) any patent, trademark, or copyright infringement claim, or any design, device, process or procedure used, installed or provided by the Supplier or its agents or subcontractors under this Agreement; (B) any work-related accident or injury affecting an employee, agent or subcontractor of the Supplier, arising in connection with work performed under this Agreement; (C) any claim by an agency or instrumentality of the federal, state or any local government, or by an employee, agent or subcontractor of the Supplier alleging that (i) the Indemnitee is required to maintain worker's compensation or unemployment

or any other type of insurance upon any employee, agent or subcontractor of the Supplier; (ii) the Indemnitee is liable for tax payments or withholding with respect to any employee, agent or subcontractor of the Supplier; (iii) any employee, agent or subcontractor of the Supplier is entitled to receive employee benefits from the Indemnitee, including, without limitation, vacation, deferred compensation, medical, pension, 401(k) or any other benefit available to the Indemnitee's employees; and (iv) the Indemnitee is liable to any party, for any reason, due to the negligent performance of Services or omissions by an employee, agent or subcontractor of the Supplier; (D) bodily injury, including death, to any person or persons due to the negligent, reckless or willful actions or omissions of the Supplier or its agents or subcontractors; (E) damage to or destruction of any property, including loss of use thereof, due to the negligent, reckless or willful actions or omissions of the Supplier, or its agents or subcontractors. Individual employees, agents and subcontractors of the Supplier who are performing services for the Indemnitee under this Agreement shall be considered to be employees, agents or subcontractors of the Supplier for all purposes under this Agreement, notwithstanding any judicial or administrative determination that such employees, agents or subcontractors of the other party should be regarded as employees under applicable law. All actions of the employees, agents and subcontractors of the Supplier under this Agreement shall be deemed to be actions of the Supplier under these indemnities and this Agreement. In furtherance of the foregoing indemnification and not by way of limitation thereof, the Supplier hereby waives any defense or immunity it might otherwise have under applicable worker's compensation laws or any other statute or judicial decision (including, for Work or services to be conducted in Maine, without limitation, Diamond International Corp. v Sullivan & Merritt, Inc. 493 A2d. 1043 (Me 1985)) disallowing or limiting such indemnification, and the Supplier consents to a cause of action for indemnity.

ARTICLE 20 – WARRANTY

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

ARTICLE 21 - APPROVAL/ACCEPTANCE

All work under this Agreement shall be subject to the Company's inspection and approval before payment.

ARTICLE 22 - FORCE MAJEURE

Supplier shall not be charged with any liability for failure to perform when such failure is due to any cause beyond the control and without the fault or negligence of Supplier, except that adverse weather shall not be deemed a cause beyond the control of Supplier for purposes of this Agreement unless the adverse weather is unusually severe, provided that the Supplier shall have used its best efforts to remedy the delaying cause or condition and recommence performance, and has furnished the Company with prompt written notice when it appears that such cause will result in non-performance or shall threaten to impair Company's ability to operate. Company shall have the right at its option and without being under any liability to Supplier to cancel by notice in writing to Supplier the portion or portions of the work so affected and to take such compensation action as may be necessary. Correspondingly, Company shall be excused for failure of performance herein due to any cause beyond its control and without its fault or negligence.

ARTICLE 23 - TITLE AND LIENS

Supplier represents and warrants that it has title to all equipment or material furnished hereunder free and clear of all liens and encumbrances. Complete legal and equitable title to each item of equipment or material covered by this Agreement shall pass to the Company immediately upon delivery at job site. This provision shall apply irrespective of any terms of payment specified in this Agreement. Passage of title pursuant to this provision shall not release or waive any continuing or subsequent responsibility of Supplier under this Agreement.

Supplier shall take all action reasonably necessary to discharge, remove, or satisfy any lien filed against any property of the Company, or any portion thereof, arising from any work, labor, services, or materials claimed to have been performed or furnished for, or on behalf of, the Supplier or any person or entity by or through the Supplier. Supplier shall forthwith take such action necessary to discharge, remove, or satisfy any such lien filed against the property of the Company, including but not limited to posting of a bond. If the Supplier shall fail to discharge, remove, or satisfy any such lien within ten (10) days after notice of the existence of such lien has been provided by the Company, the Company shall have the right, but not the obligation, to pay the amount of such lien, or discharge the same by deposit or bonding, and the amount so paid or deposited, or the premium paid for such bond, with interest at the maximum allowable by law, may be set-off against any payment due Supplier under this Agreement.

ARTICLE 24 - PROGRESS AND COMPLETION

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

If the Supplier is delayed at any time in the progress of the work, written notice thereof, including an explanation of the cause and the anticipated duration of the delay, shall be given

promptly to the Company by the Supplier, but in no event later than five (5) days after such delay becomes apparent. Failure to give such notice promptly and within such time limit shall be deemed sufficient reason for denial by Company of an extension of time for performance and may be deemed a default.

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

ARTICLE 25 - EMERGENCIES

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

ARTICLE 26 - WORK STOPPAGE

Supplier's personnel shall not honor any union picket lines or strikes nor take part in any work slow down or stoppage nor refuse to report for work, unless such action is protected by any state or federal labor relations law. Notwithstanding the preceding sentence, it shall be the obligation of the Supplier to supply a qualified work force. Company may terminate this Agreement if Supplier fails to provide a qualified work force within twenty-four (24) hours of Company's notification to Supplier that a qualified work force has not been supplied.

ARTICLE 27 - TERMINATION

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

In the event Supplier is in default of any of its obligations under this Agreement, Company shall have the right, on ten (10) days written notice to Supplier, to terminate this Agreement for such default; provided, however, that Supplier shall have the right to cure by submitting a plan acceptable to the Company to cure the default during the ten (10) day notice period in order to avoid termination and providing that such default is, in fact, cured within thirty (30) days after

Supplier first received notice of the default from Company. In the event of such termination, the preceding paragraph of this Article shall not apply and Company shall have all rights and remedies provided by law or equity and under this Agreement. In addition, in such event, Company may retain from any money otherwise due for Services rendered prior to termination an amount which Company reasonably determines is adequate to cover all damage resulting from the Supplier's default. In the event that Supplier demonstrates that a cancellation for default is erroneous, the cancellation shall, at Company's option, be withdrawn or be deemed to have been issued as a termination for convenience pursuant to the preceding paragraph and the rights and obligations of the parties hereto shall in such event be governed accordingly. The value of Services performed not in accordance with this Agreement shall be subject to audit, assessment and approval by Company.

ARTCILE 28 – TERM AND SURVIVAL

This Agreement shall remain in effect unless otherwise terminated as provided herein, or upon receipt by Company of Supplier's Release and Certificate Form and Final Payment is made as set forth in Article 30 below. Notwithstanding the foregoing, Articles 4, 7, 9, 10, 13, 14, 17, 18, 19, 22, 31, 37, 38, 39, 47 and all other terms which contain obligations or duties which by their nature are to be or may be performed beyond any termination hereof, shall survive the termination of this Agreement without regard to the reason for termination.

ARTICLE 29 - REMOVAL OF EQUIPMENT

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

ARTICLE 30 - FINAL PAYMENT

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

ARTICLE 31 - ASSIGNMENT

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

ARTICLE 32 - SEVERABILITY

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

ARTICLE 33 - NON WAIVER OF RIGHTS

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

ARTICLE 34 - OWNERSHIP OF PLANS

All drawings, plans, specifications, reports, designs, design data, technical and scientific data, findings, recommendations and memoranda of every description whether furnished to or prepared by Supplier under this Agreement shall (x) be delivered to Company upon completion of the work or termination or cancellation of this Agreement, (y) be deemed to have been prepared by Supplier for Company on a work-made-for-hire basis, and (z) shall be the property of Company and may be used by Company for any purpose whatsoever without any claim on the part of Supplier for additional compensation. To the extent any of the foregoing are not deemed a work for hire by operation of law, Supplier hereby irrevocably assigns, transfers, and conveys to the Company without further consideration all of its right, title, and interest in such drawings, plans, specifications, reports, designs, design data, technical and scientific data, findings, recommendations and memoranda of every description, including all rights of patent, copyright, trade secret or other proprietary rights in such materials.

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

ARTICLE 35 - KEY PERSONNEL

Personnel assigned to perform work hereunder who are designated as "Key" Personnel in this Agreement shall devote their working time to the work as required by the Agreement Schedule of Activities and shall not be removed, without the prior written consent of Company, until their assignments are completed. The Company shall have the right to reject replacements for personnel.

ARTICLE 36 - PUBLIC RELEASE OF INFORMATION

Date, photographs, sketches, advertising and other information relating to the work under this Agreement, which Supplier desires to release or publish, shall be submitted to the Company for approval two (2) weeks prior to the desired release date. As a part of the approval request, Supplier shall identify the specific media to be used as well as other pertinent details of the proposed release. All releases must have the prior written approval of the Company which approval may be withheld without reason or explanation to Supplier.

ARTICLE 37 - LIMITATION OF LIABILITY

To the fullest extent permitted by law, Company shall not be liable for any special, indirect or consequential damages resulting in any way from the performance of the services hereunder.

ARTICLE 38 – CONFIDENTIALITY

Supplier, its employees and agents, shall treat any information, (including any technical information, experience or data) regarding Company or Company's plans, programs, plants, processes, costs, equipment, operations, of Company (or Affiliates), which may be disclosed to, or come within the knowledge of, Supplier its employees and agents in the performance of this Agreement, as confidential, and will not use or disclose this information to others, during the term of this Agreement, and for three (3) years thereafter, except as is necessary to perform the services hereunder, without Company's prior written consent. The provisions of this Article shall not apply to any information referred to in this Section which (i) has been published and has become part of the public knowledge through no effort by Supplier, its employees, or agents, (ii) has been furnished or made known to Supplier or Supplier's Affiliates by third parties (other than those acting directly or indirectly for or on behalf of Company) as a matter of legal right and without restriction on disclosure, (iii) was in Supplier's possession prior to disclosure by Company and was not acquired by Supplier or Supplier's Affiliates, its employees and agents directly or indirectly from Company or, (iv) is required by law or by any other governmental regulatory authority to be disclosed.

Any information, which is supplied by the Supplier to Company will be similarly restricted, including clauses (i) through (iv) in the paragraph above. Company will not disclose such information to others or publish it in any form at any time; provided, however, that notwithstanding the foregoing, Company may disclose any such information to its Affiliates, employees, and consultants, to any regulatory agencies or instrumentality's when such disclosure is necessary, or otherwise required by law.

Each party agrees that they will cooperate with the other in an effort to minimize the amount of such information, which will be disclosed in any such case, and to make reasonable efforts to secure confidential treatment of such information.

In no event shall Company's name and/or logo or the name and/or logo of its Affiliates be used, whether written or verbal, duplicated, reproduced by any means whatsoever without the prior written permission of the Company.

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

ARTICLE 39 - EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

ARTICLE 40 - SURETY BOND

The Company shall have the right, at all times, to require the Supplier to furnish a bond covering faithful performance of this Agreement and the payment of all obligations arising hereunder (i.e., Performance Bonds, Mechanics Liens), including any damages that may be payable under Article 27. The Company shall be entitled to approve the amount, form, premium cost, and surety Company issuing such surety bond.

ARTICLE 41 - GOVERNING LAW

The Supplier will comply with all applicable federal, state and local laws, rules, ordinances and regulations of any governmental entity, board or agency having jurisdiction over the work or the premises.

All questions concerning the interpretation, validity and enforceability of this Agreement and of its terms and conditions, as well as questions concerning the sufficiency or other aspects of performance under the terms or conditions of this Agreement, shall be governed by the law of the State of New York, without reference to its conflict of law provision and any action or proceeding brought in connection therewith, will be brought in the appropriate court located in the State of New York.

ARTICLE 42 - PERFORMANCE MONITORING

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

ARTICLE 43 - CONTINUOUS IMPROVEMENT

Continuous improvement is the foundation of this Agreement. Supplier warrants that it will pass on to Company in the form of price reductions 50 percent of Supplier's cost savings made possible by process improvements, reductions in material costs and the like. Supplier likewise will use its best efforts to improve continuously its performance in all areas. In particular, Supplier will evaluate opportunities for cost/price reductions on items and services ordered and to be ordered and communicate them promptly to Company. Supplier has specifically identified target cost reductions of 2% beyond the prices shown in Schedule D for the Initial Term, and agrees to work diligently with Company personnel toward attainment of this objective. Supplier is expected to advance its economies of production, service, service delivery, material handling and technical prowess at least as fast as other competitors in its industry, and to offer the price and performance benefits of those improvements to Company, as soon as they become available."

ARTICLE 44 - NO DISPUTE

Supplier represents and warrants that it is not aware of any pending billing dispute or other contractual dispute (pursuant to current contracts or contracts no longer in effect) or any pending or threatened litigation between Supplier and/or any of Supplier's affiliates and Company and/or and of Company's affiliates.

ARTICLE 45 - SECURITY REQUIREMENTS

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

Supplier shall be familiar with and shall comply with the requirements of the NERC CIP- 004 for projects or services at or relating to critical cyber assets and critical company operating facilities ("Critical Infrastructure"). The specific CIP Standard follows:

CIP-004 Excerpt:

R3. Personnel Risk Assessment --The Supplier shall have a documented personnel risk assessment program, in accordance with federal, state, provincial, and local laws, and subject to existing collective bargaining unit agreements, for personnel having authorized cyber or authorized unescorted physical access. A personnel risk assessment shall be conducted pursuant to that program prior to such personnel being granted such access except in specified circumstances such as an emergency. The personnel risk assessment program shall at a minimum include:

R3.1. The Supplier shall ensure that each assessment conducted include, at least, identity verification (e.g., Social Security Number verification in the U.S.) and seven- year criminal check. The Supplier may conduct more detailed reviews, as permitted by law and subject to existing collective bargaining unit agreements, depending upon the criticality of the position.

R3.2. The Supplier shall update each personnel risk assessment at least every seven years after the initial personnel risk assessment or for cause.

R3.3. The Supplier shall document the results of personnel risk assessments of its personnel having authorized cyber or authorized unescorted physical access to Critical Cyber Assets, and that personnel risk assessments of contractor and service vendor personnel with such access are conducted pursuant to Standard CIP-004.

ARTICLE 46 - EMPLOYEE SOLICITATION

During the term of this Agreement and for a period of one (1) year thereafter, except with the prior written consent of the Company, Supplier shall not offer employment to any employee of the Company or Company's current or future Affiliates with whom Supplier has had contact in connection with the negotiation, execution, or performance of this Agreement, and Supplier shall not induce or attempt to induce, directly or through an agent or third party, any such employee to leave the employ of the Company or its Affiliates. As used herein, the term "Affiliate" shall mean any person or entity controlling, controlled by, or under common control with the Company through majority stock or other ownership interest, direct or indirect. Nothing in this clause shall limit Supplier from employing any person who contacts Supplier on his or her own initiative and without any solicitation by Supplier specifically directed to such employee.

ARTICLE 47 – ETHICS

Supplier shall comply with the AVANGRID Suppliers' Code of Ethics ("Suppliers' Code of Ethics") in connection with its performance under this Agreement. The Suppliers' Code of Ethics can be found at the AVANGRID Services Company website (www.avangrid.com).

ARTICLE 48 – COMPLIANCE WITH LAWS GENERALLY

Supplier will comply with all laws, rules and regulations of any governmental entity, board or agency having jurisdiction over the Services, including, without limitation, State, Federal or local laws, rules and regulations and any applicable Executive Orders (State or Federal) in the performance of the Services.

ARTICLE 49 – UTILIZATION OF SMALL BUSINESS CONCERNS

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

ARTICLE 50 – SMALL BUSINESS SUBCONTRACTING PLAN

Some or all of the Goods and Services provided hereunder may be used in a contract with the federal government and, therefore, may be subject to the requirements of FAR section 52.219-9. If applicable, each Supplier (except small business concerns) whose contract is expected to exceed [REDACTED] for construction) and has subcontracting possibilities is required to submit an acceptable subcontracting plan to the Customer. The plan shall include spending goals with businesses that are defined by the U.S. Small Business Administration as small, women-owned small, veteran-owned small, service-disabled veteran-owned small, HUBZone, small disadvantaged (SDB), Alaskan Native Corporations, and Indian tribes. If the Supplier fails to submit a plan within the time limit prescribed by the Customer, Customer may terminate this Agreement.

The Supplier assures that the clause entitled “Small Business Subcontracting Plan” will be included in all subcontracts, that offer further subcontracting opportunities, and all subcontractors (except small business concerns) who receive subcontracts in excess of [REDACTED] for construction) will be required to adopt a plan similar to this plan.

ARTICLE 51 - GRATUITIES PROHIBITED

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

SCHEDULE D

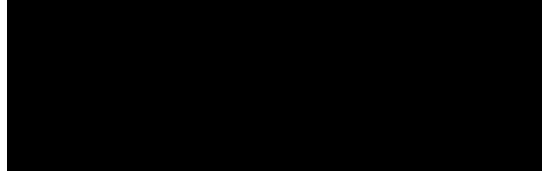
Pricing Terms

1. Prices shall remain firm for orders placed during the term of this Agreement.
2. Payment Terms are Net 60 days from date of invoice.

Unit	Description	Fixed Rate (3 Years)
Office Screen One Facility	Thorough review of maps and other data, Vendor determines there are no underground electric <u>or</u> gas facilities in the subject area and stakeout locator is not dispatched to field location.	
Office Screen Two Facilities	Thorough review of maps and other data, Vendor determines there are no underground electric <u>and</u> gas facilities in the subject area and stakeout locator not dispatched to field location.	
Site Visit One Facility No Stakeout	Vendor dispatches personnel to site who determine there are no electric <u>or</u> gas underground facilities and for this reason no stakeout is necessary.	
One Facility Stakeout	Vendor dispatches personnel to site who stakeout location of electric <u>or</u> gas underground facility.	
Site Visit Two Facilities No Stakeout	Vendor dispatches personnel to site who determine there are no electric <u>and</u> gas underground facilities and for this reason no stakeout is necessary.	
Site Visit Two Facilities Stakeout	Vendor dispatches personnel to site who stakeout location of electric <u>and</u> gas underground facility.	
After Hours Emergency Requiring Site Visit	Vendor personnel asked to respond to site for underground stakeout after routine workday or on weekends or holidays. Minimum charge of two hours per Customer District Code (CDC) (per call out).	
Normal Hours Emergency	Vendor personnel asked to respond to site for emergency underground locate/stakeout during routine working hours. Excludes Office Screen.	
Hourly Rate	Vendor personnel asked to respond to site for Special Request. This unit is to be approved by the Companies personnel.	

NYSEG FIBER

After Hours/Emergency
Normal
Site Visit



SCHEDULE E

Special Conditions

Not Used.

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SCHEDULE F

Notices

Along with all other correspondence requirements included in this Master Agreement, any notice, request, approval or other document required or permitted to be given under this Master Agreement shall be in writing and shall be deemed to have been sufficiently given when delivered in person or deposited in the U.S. Mail, postage prepaid, addressed as specified herein or to such other address or addresses as may be specified from time to time in a written notice given by such party. The parties shall acknowledge in writing the receipt of any such notice delivered in person.

All communications to AVANGRID Services Company shall be directed to:

AVANGRID Services Company
Contract Administration
89 East Avenue
Rochester, NY 14649
Phone: 585-724-8028
Fax: 585-771-2820

All communications to Supplier shall be directed to:

Supplier Name

Contact Name

Title

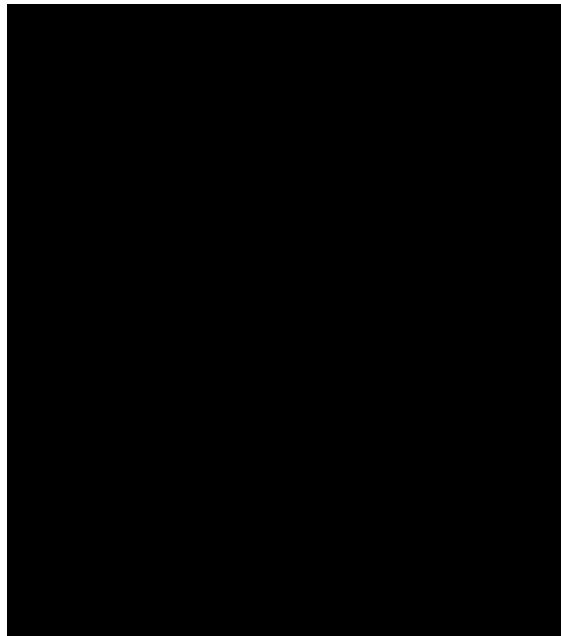
Email Address

Street Address

City, St, Zip

Phone

Fax



SCHEDULE G

Insurance Requirements

Before commencing Services, the Supplier shall procure and maintain at its own expense for a period of two years beyond completion of the Services, the insurance types, limits, terms, and conditions listed in Section 1 below. The amounts as specified are minimums only. The actual amounts above the minimums shall be determined by the Supplier. In addition, for any Services that are authorized to be subcontracted, the supplier shall require each subcontractor to procure and maintain all insurance as outlined in section one.

IF YOU DO NOT HAVE A CURRENT CERTIFICATE ON FILE WITH CUSTOMER prior to commencement of Services, Certificates of Insurance evidencing supplier's and/or subcontractor's possession of insurance as outlined in Section 1 shall be filed with Customer for its review.

Certificates of Insurance should be mailed to the Procurement Department at the following address:

**AVANGRID Services Company
Procurement Department/Insurance Cert.
89 East Avenue
Rochester, NY 14649-0001**

1. Required Insurance Coverage's and Minimum Amounts

Each insurance policy shall be placed with an insurance company licensed to write insurance in the State where the Services are to be performed and shall have an A.M. Best's Rating of not less than "B+" and a policyholder surplus of at least [REDACTED]

Each insurance policy, except Workers' Compensation and Employers' Liability, shall be endorsed to add Customer as an additional insured. All insurance where Customer is an additional insured must contain provisions which state that the policy will respond to claims or suits by Customer against the Supplier/Consultant/ Labor supplier/etc. In addition, Customer should be notified of any reduction in the aggregate policy limits.

Each policy shall be endorsed to provide a minimum of thirty (30) days prior written notice of cancellation, intent not to renew, or material change in coverage.

Each policy shall be endorsed to provide a breach of warranty clause.

In the event Supplier and/or Subcontractor has a policy(ies) written on a "claims-made" basis, such insurance shall provide for a retroactive date not later than the commencement of Services under this agreement. In addition, the Supplier and/or Subcontractor will guarantee future coverage for claims arising out of events occurring during the course of this agreement.

All of the insurance required hereunder will be primary to any or all other insurance coverage in effect for Customer.

- 1.1 Workers' Compensation and Employers' Liability Insurance in accordance with the statutory requirements of the State of New York. For Services that are conducted outside of New York State, the minimum limit for Employers' Liability Insurance should be [REDACTED] each accident, [REDACTED] disease-policy limit, [REDACTED] disease-each employee.
- 1.2 Automobile Liability insuring any auto, all owned autos, hired autos, and non-owned autos with a bodily injury and property damage combined single limit of [REDACTED] per occurrence.
- 1.3 General Liability (Comprehensive or Commercial Form), including coverage for Premises/Operations, Underground/ Explosion & Collapse Hazard, Products/Completed Operations, Contractual Liability specifically insuring the attached Indemnity Agreement, Independent Contractors, Broad Form Property Damage, and Personal Injury, in the amount of [REDACTED] per occurrence and [REDACTED] aggregate.

The amount of insurance may be satisfied by purchasing primary coverage in the minimum (or greater) amounts specified or by purchasing a separate excess Umbrella Liability policy together with lower limit primary coverage.

Each General and/or Umbrella Liability Insurance policy shall be endorsed with the following Cross Liability clause: In the event of claims being made by reason of personal and/or bodily injuries suffered by any employee or employees of one insured hereunder for which another insured hereunder is or may be liable, then this policy shall cover such insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each insured hereunder, except with respect to limits of insurance. In the event of claims being made by reason of damage to property belonging to any insured hereunder for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each insured hereunder, except with respect to the limits of insurance.

None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by Supplier or Subcontractors are intended to, nor shall they in any manner limit or qualify the liabilities and obligations assumed by Supplier or Subcontractor under this agreement.

SCHEDULE H

Background Check Requirements

Domestic Background Checks

Contractor, at its expense, shall conduct a background check for each employee, agent, representative, contractor, or independent contractor (collectively, “Representatives”), as well as for the Representatives of its subcontractors, who will provide work or services to the Company or who will have access to Company computer systems, either through on-site or remote access (collectively, “Contractor Representatives”). Contractor Representatives, for the purpose of this requirement, include such temporary staff as office support, custodial service, and third party vendors used by Contractor to provide, or assist in the provision of, work or services to the Company hereunder. Contractor’s obligations with respect to required background checks shall include those obligations specified for Contractor in the AVANGRID Services Company –Contractor Background Check Rule, as such Rule may be revised and\or supplemented from time to time, which Policy is incorporated herein and made part of this Agreement by reference (the “Rule”). Background checks are to be conducted using the Contractor’s background check vendor consistent with the process developed with the Company under this Agreement. The minimum Background Check process shall include, but not be limited to, the following checks:

- a. Social Security Number Verification
- b. Motor Vehicle Report
- c. Prohibited Parties Database Search\Debarment Lists
- d. County Criminal History Search in each county where a Contractor or Contractor Representative has resided during the seven (7) years preceding the search.
- e. National Sex Offender Registry.

The Background Check must be completed prior to initial access by Contractor Representative(s) and must, at minimum, meet the criteria specified in Attachment A of this Rule and be repeated every two (2) years for Contractor(s) and Contractor Representative(s) under continuing engagements. Any Contractor Representative who separates employment or other commercial relationship with the Contractor must undergo another Background Check prior to renewed access to the Company. The Company Department charged with managing the relationship with the Contractor hereunder (the “Company Liaison”) shall have the right to require more frequent Background Checks of Contractor Representatives or to require checks from other or additional sources than those listed above, and shall have the right to require that the Contractor furnish Background Check results to them. The Company reserves the right to audit Contractor’s Background Check process using either a third-party auditor or representatives from the Company’s Audit Department or the Company Liaison. All Contractor Representatives are responsible to self-disclose any misdemeanor or felony conviction(s) that occur during the course of their assignment hereunder within three (3) business days of the conviction. The conviction must be reported to the Contractor and the Company Liaison. If reported first to the Contractor, the Contractor shall notify the Company Liaison and the Company Director of Security within three (3) days of learning of the conviction. If, at any time during the term of this Agreement, it is discovered that any Contractor Representative has a criminal record that includes a felony or misdemeanor conviction, the Contractor is required to inform the Company Liaison who will assess the circumstances surrounding the conviction, time frame, nature, gravity, and relevancy of the conviction to the job duties to determine whether the Contractor Representative will be placed on, or continue in, the assignment with the Company, and consistent with, and to the extent permitted by, applicable state law. The Company may withhold its consent in its sole and absolute discretion. The failure of the Contractor

to comply with the terms of this provision shall constitute good cause for termination of this Agreement by the Company, in whole or in part.

Foreign Background Checks

Contractor, at its expense, shall conduct a background check for each employee, agent, representative, contractor, or independent contractor (collectively, “Representatives”), as well as for the Representatives of its subcontractors, who will provide work or services to the Company or who will have access to Company computer systems, either through on-site or remote access (collectively, “Contractor Representatives”). Contractor Representatives, for the purpose of this requirement, include such temporary staff as office support, custodial service, and third party vendors used by Contractor to provide, or assist in the provision of, work or services to the Company hereunder. Contractor’s obligations with respect to required background checks shall include those obligations specified for Contractor in the AVANGRID Services Company –Contractor Background Check Rule, as such Rule may be revised and/or supplemented from time to time, which Rule is incorporated herein and made part of this Agreement by reference (the “Rule”). Background checks are to be conducted using the Contractor’s background check vendor consistent with the process developed with the Company under this Agreement. The minimum Background Check process shall include, but not be limited to, the following checks:

NERC CIP Access. If applicable (i.e., when AVANGRID determines that the Contractor engagement is such that compliance with NERC CIP Standards is required), the background check needs to include an identity verification and 7-year criminal history check as more particularly set forth below.

- For someone who has resided and/or worked outside of Spain in the last 7 years, the contractor should perform an International Background Check to show the absence or existence of a criminal record. International background checks should verify known data such as employment, education, criminal and civil records, travel and immigration records, as well as address and identity verification
- For someone who has resided and worked only in Spain for the last 7 years, their passport and recent Criminal Record Certificate from the Spanish Ministry of Justice is sufficient (assuming it shows the absence of a criminal record).
- Due to EU privacy rules, the Criminal Record Certificate can only be supplied to the applicant after proof of identify. The Certificate certifies the absence or existence of a criminal record. If the applicant is not willing to obtain and provide the Certificate, an International Background Check should be conducted.

Non CIP Access. To comply, the background check needs to include the following:

- For someone who has resided and/or worked outside of Spain in the last 7 years, the vendor should include identity verification and perform an **International Background Check** to show the absence or existence of a criminal record. The international background check should verify known data such as employment, education, criminal and civil records, travel and immigration records, as well as identity.
- For someone who has resided and worked only in Spain for the last 7 years, a **certificate duly signed** by the vendor is sufficient if it states that its employee(s) assigned to work for AVANGRID Services Company (i) are duly affiliated to the Spanish Social Security and (ii) have the necessary academic and professional experience.

The Background Check must be completed prior to initial access by Contractor Representative(s) and must, at minimum, meet the criteria specified in Attachment A of this Rule and be repeated every two (2) years for Contractor(s) and Contractor Representative(s) under continuing engagements. Any Contractor Representative who separates employment or other commercial relationship with the Contractor must undergo another Background Check prior to renewed access to the Company. The Company Department charged with managing the relationship with the Contractor hereunder (the "Company Liaison") shall have the right to require more frequent Background Checks of Contractor Representatives or to require checks from other or additional sources than those listed above, and shall have the right to require that the Contractor furnish Background Check results to them. The Company reserves the right to audit Contractor's Background Check process using either a third-party auditor or representatives from the Company's Audit Department or the Company Liaison. All Contractor Representatives are responsible to self-disclose any misdemeanor or felony conviction(s) that occur during the course of their assignment hereunder within three (3) business days of the conviction. The conviction must be reported to the Contractor and the Company Liaison. If reported first to the Contractor, the Contractor shall notify the Company Liaison and the Company Director of Security within three (3) days of learning of the conviction. If, at any time during the term of this Agreement, it is discovered that any Contractor Representative has a criminal record that includes a felony or misdemeanor conviction, the Contractor is required to inform the Company Liaison who will assess the circumstances surrounding the conviction, time frame, nature, gravity, and relevancy of the conviction to the job duties to determine whether the Contractor Representative will be placed on, or continue in, the assignment with the Company, and consistent with, and to the extent permitted by, applicable state law. The Company may withhold its consent in its sole and absolute discretion. The failure of the Contractor to comply with the terms of this provision shall constitute good cause for termination of this Agreement by the Company, in whole or in part.

Contractor Certification Form

The undersigned agent of _____ certifies that the employees, contractors, or subcontractors listed below meet the requirements agreed to in Attachment B of the Rule.

It is the responsibility of the vendor to notify AVANGRID Services Company of all personnel changes to include additions as well as voluntary or involuntary terminations. Additions and voluntary terminations are to be communicated within seven (7) calendar days and involuntary terminations must be communicated immediately.

Further, I attest that the employees, contractors, or subcontractors listed above working for AVANGRID Services Company are in good standing and have been in good standing since their last background check.

Signature

Date

Printed Name and Position

[End of Schedule H – Background Check Requirements]