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Contract Agreement

Between

Niagara Mohawk Corporation National Grid USA Service Company, Inc.

and

Riggs Distler & Co, Inc.

to provide Materials, Equipment & Construction Services for the

Schenectady Capital Project (UNY Bundle Wave 2)

December 27, 2018

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

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Contract Documents:

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AGREEMENT

This Agreement, made and entered into on the date when signed by the party signing last in time, by and between **National Grid USA Service Company, Inc.** (herein referred to as "<u>Owner</u>" or "<u>National Grid</u>"), a corporation with offices at 40 Sylvan Road, Waltham, MA 02451 for and on behalf of its affiliate companies which may include the following entities: **Niagara Mohawk Corporation, d/b/a National Grid** and **Riggs Distler & Co, Inc.** (herein referred to as "<u>Contractor</u>"), a New Jersey based corporation with offices at **4 Esterbrook Lane, Cherry Hill, NJ 08003**, concerning the provision of materials, equipment, and construction services for the **Schenectady Capital Project (UNY Bundle Wave 2)** specified in the appropriate documents. This agreement provides for the provision of contracted services by the Contractor to the Owner for electrical construction in fully tested and commissioned status, inclusive of all features and capabilities defined under the scope of work, and on the agreed schedule of delivery, for which the Contractor will be remunerated by the Owner in an amount equal to the Lump Sum bid price (contract price), paid in accordance with the Terms and Conditions of this Agreement and any subsequent awarded projects.

ARTICLE 1 - SCOPE OF WORK

The Contractor hereby agrees to meet all requirements of the full scope of work as defined in the Contract Specification (see Exhibits) and any subsequent Request for Proposal as tendered by National Grid, in Ariba, inclusive of all Technical Specifications, Standards, Guidance, Notes, Addenda items, Message Board Responses, and Clarifications, as well as documented correspondence and written responses related to post bid Questions and Answers.

ARTICLE 2 - CONTRACT DOCUMENTS

The following documents, including all attached schedules, appendices, exhibits or other attachments thereto, are incorporated by reference as if fully set forth herein, and are hereinafter referred to collectively and individually as the "Contract Documents" or the "Agreement":

Terms & Conditions	0700- Terms and Conditions for Construction Purchase Orders
Exhibit A:	Contract Documents Incorporated by Reference
Exhibit B:	Pricing
Exhibit C:	Riggs Dister's Request For Proposal
Exhibit D:	Bid Questions & Responses
Exhibit E:	Project Schedule

ARTICLE 3 - SCHEDULE

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

ARTICLE 4 - CONTRACT PRICE

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

ARTICLE 5 - INVOICING / PAYMENTS

The Contractor agrees to submit invoices as detailed herein. An original copy is to be forwarded to the "Bill to" address referenced in the Work Authorization (WA), to the attention of the Owner's Project Manager including SAP Contract #4400007555. A new Work Authorization and corresponding Purchase Order Release(s) will be issued for each subsequent project award under this agreement. A "Payment Application" is to be e-mailed to the Project Manager for review and to obtain the necessary PO Number information 5 days prior to mailing the 'final' invoice to Accounts Payable. The invoice being sent to Accounts Payable (including those submitted via the Ariba system) must include the purchase order number specific to the Work being performed. The 'final' invoice's date must be updated to the date you are submitting to Accounts Payable. Your pay terms will begin the day the invoice is received by Accounts Payable.

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

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

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

ARTICLE 6 - NOTICES

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

Contractor	Owner
Riggs Distler	National Grid
Dan Butler	Richard Cheung
Project Manager	Buyer, Global Procurement
4 Esterbrook Lane	40 Sylvan Road
Cherry Hill, NJ 08003	Waltham, MA 02451
Ph: 860-883-6103	Ph: 781-907-3526
DButler@riggsdistler.com	Richard.Cheung@nationalgrid.com

ARTICLE 7 – TERM OF AGREEMENT

The Term of this Agreement shall commence on agreed schedule as detailed in attachment. National Grid may at its discretion terminate this agreement at any time.

ARTICLE 8 - ENTIRE AGREEMENT

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

ARTICLE 9 - CONTRACT DOCUMENT RETENTION

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

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

Contractor:

Riggs Distler & Co, Inc.

Owner:

Signature

National Grid USA Service Co. (dba National Grid)

te

Signature

DANI Name

Biebe Name

PROJECT MANAGER Title

12/22/18

Date

Title 1/3/2019

Date

Terms and Conditions



700 Form Construction Terms and Conditions rev July 10, 2018

Exhibit A: Contract Documents Incorporated by Reference

Exhibit A – Contract Documents Incorporated by Reference

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

Contract Documents Incorporated by Reference:

National Grid Request For Proposal, ARIBA document Doc 1475051422 - Dated 11/19/2018

Contractor Safety Requirements - Dated 2/28/2018

Environmental Guidance Procedures EG-303NY

Supplier Code of Conduct - Dated May 2018

Work Authorization Form

DOT Contractor Compliance Affidavit

NERC Cyber Security Standards and Requirements

Contractor: gnature

DANIEL M. BUTLER Name

PROTECT MANAGER Title

12/28/18 Date

Exhibit B: Pricing

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TRANSMISSION LINE / SUBSTATION

Project Pricing Workbook

Submitted by:

Riggs Distler & Co., Inc.

Company Name

Schenectady Capital Bundle

Project Name

INSTRUCTIONS and NOTES

- 1. The requested data is to be entered into the Workbook as it has been provided, in the originial Excel format without any alteration whatsoever to the template.
- 2. Sales Tax on Materials (Only for NY, RI and VT) should be included in the unit price



NG fills out Work Unit, UOM, Quantity and Operation #. The Work Unit should match a corresponding Operation # in SAP. Contractor

BID SEGMENT DESCRIPTION:

Total

	SECTION A WORK UNITS (Total)					Primary Contractor (All figures PER UNIT)			Subcontractor (All figures PER UNIT)					Primary Contractor (Extended Totals)			Subcontractor (Extended Totals)			
	Work Unit	UOM	Quantity	Operation #	Craft Labor Hours	Craft Labor Cost	Material Cos	t Equipment & Fuel Cost	Craft Labor Hours	Labor, Equipment & Fuel Cost	Material Cost	PER UNIT TOTAL	EXTENDED TOTAL	Craft Labor Hours	Craft Labor Cost	Material Cost	Equipment & Fuel Cost	Craft Labor Hours	Labor, Equipment & Fuel Cost	Material Cost
A1	Rosa Rd 57 Balltown Rd Conversion (Balltown Rd)											\$0	\$0	0	\$0	\$0	\$0	0	\$0	\$0
A2	WR 16405906											\$0	\$0	0	\$0	\$0	\$0	0	\$0	\$0
A3	Pole Locations (Install/Remove/Replacement/Crossarm Changes)	each	53	1071	12									636		\$0		0	\$0	\$0
A4	Single Transformer (Install/Removal/Replacement)	each	16	1077	9									144		\$0		0	\$0	\$0
A5	Three Phase Transformer (Install/Removal/Replacement)	each	3	1077	9									27		\$0	_	0	\$0	\$0
A6	Ratio Transformer Install	each	13	1077	9			_						117		\$0	-	0	\$0	\$0
A7	Ratio Transformer Removal	each	6	1077	5	-	-	-						27	-	\$0	-	0	\$0	\$0
A8	Primary Conductor (Install/Removal/Replacement)	span	17	1068	25	-	-	_						425	-	\$0	-	0	\$0	\$0
A9	Secondary Conductor (Incl. Services - Install/Removal/Replacement)	span	20	1068	2	-								30		\$0		0	\$0	\$0
A10	Cutout (Install/Removal/Replacement)	each	113	1072	1									113	_	\$0	-	0	\$0	\$0
A11	Anchor (Install/Removal/Replacement)	each	29 55	1071 1071	4	-								116		\$0		0	\$0 \$0	\$0 \$0
A12 A13	Down & Span Guys (Install/Removal/Replacement) Lightning Arrestor (Install/Removal/Replacement)	each each	63	1071 1072	1									69 63		\$0 \$0		0	\$0 \$0	\$0 \$0
A13 A14	Transformer Conversion Locations	each	25	1072	1									13		\$0 \$0		0	\$0 \$0	\$0 \$0
A15	Gang Operated Loadbreak (Install/Remove/Replacement)	each	23	1077	15									30		\$0 \$0	-	0	\$0 \$0	\$0
A16	D5D Switch (Install/Removal/Replacement)	each	3	1072	2									6		\$0	-	0	\$0	\$0
A17	Capacitor Bank Removal	each	2	1074	12				-					24		\$0		0	\$0	\$0
A18	Streetlight (Install/Removal/Replacement)	each	3	1611	1									2		\$0		0	\$0	\$0
A19	Weaver 52 Emmet 02 Feeder Tie (Lottridge St)													0		\$0		0	\$0	\$0
A20	WR 25472669													0		\$0	-	0	\$0	\$0
A21	Pole Locations (Install/Remove/Replacement/Crossarm Changes)	each	4	1071	24									96		\$0		0	\$0	\$0
A22	Three Phase Transformer (Install/Removal/Replacement)	each	2	1077	12									24		\$0		0	\$0	\$0
A23	Ratio Transformer Install	each	3	1077	4	-		_						12		\$0	_	0	\$0	\$0
424	Primary Conductor (Install/Removal/Replacement)	span	3	1068	5	-		_						15	_	\$0	-	0	\$0	\$0
A25	Secondary Conductor (Incl. Services - Install/Removal/Replacement)	span	5	1068	1									5		\$0		0	\$0	\$0
A26	Cutout (Install/Removal/Replacement)	each	9	1072	1	-								9		\$0	-	0	\$0	\$0
A27	Anchor (Install/Removal/Replacement)	each	1	1071	4	-		_						4		\$0		0	\$0	\$0
A28	Down & Span Guys (Install/Removal/Replacement)	each	1	1071	2	-		_						2		\$0	-	0	\$0	\$0
A29 A30	Gang Operated Loadbreak (Install/Remove/Replacement) Lynn 55 Weaver 51 Feeder Tie (Helderberg Ave)	each	1	1072	15	-		_						15 0		\$0 \$0	-	0	\$0 \$0	\$0 \$0
A30 A31	WR 17276592							-	-					0		\$0 \$0	-	0	\$0 \$0	\$0
A32	Pole Locations (Install/Remove/Replacement/Crossarm Changes)	each	33	1071	13	-								429		\$0 \$0	-	0	\$0 \$0	\$0
A33	Single Transformer (Install/Removal/Replacement)	each	6	1077	9									54		\$0		0	\$0	\$0
A34	Three Phase Transformer (Install/Removal/Replacement)	each	2	1077	12									24		\$0		0	\$0	\$0
A35	Ratio Transformer Install	each	3	1077	9									27		\$0		0	\$0	\$0
A36	Ratio Transformer Removal	each	6	1077	4									24		\$0		0	\$0	\$0
A37	Primary Conductor (Install/Removal/Replacement)	span	32	1068	9				-					288		\$0		0	\$0	\$0
A38	Secondary Conductor (Incl. Services - Install/Removal/Replacement)	span	25	1068	1									25		\$0		0	\$0	\$0
A39	Cutout (Install/Removal/Replacement)	each	30	1072	1									30		\$0		0	\$0	\$0
440	Anchor (Install/Removal/Replacement)	each	1	1071	4									4		\$0		0	\$0	\$0
441 442	Down & Span Guys (Install/Removal/Replacement)	each	10	1071	2									20		\$0 \$0		0	\$0 \$0	\$0 \$0
442 443	Weaver 51 Pleasant St Conversion (Pleasant St) WR 17992961													0		\$0 \$0		0	\$0 \$0	\$0 \$0
A44	Pole Locations (Install/Remove/Replacement/Crossarm Changes)	each	24	1071	21									504		\$0		0	\$0	\$0
A45	Single Transformer (Install/Removal/Replacement)	each	5	1077	9									45		\$0		0	\$0	\$0
46	Three Phase Transformer (Install/Removal/Replacement)	each	1	1077	12									12		\$0		0	\$0	\$0

NG fills out Work Unit, UOM, Quantity and Operation #. The Work Unit should match a corresponding Operation # in SAP. Contractor

BID SEGMENT DESCRIPTION:

Total

	SECTION A WORK UNITS (Total)	CTION A WORK UNITS (Total)					Contractor s PER UNIT)		Subcontractor (All figures PER UNIT)				Primary Contractor (Extended Totals)				Subcontractor (Extended Totals)			
	Work Unit	UOM	Quantity	Operation #	Craft Labor Hours	Craft Labor Cost	Material Cost	Equipment & Fuel Cost	Craft Labor Hours	Labor, Equipment & Fuel Cost	Material Cost	PER UNIT TOTAL	EXTENDED TOTAL	Craft Labor Hours	Craft Labor Cost	Material Cost	Equipment & Fuel Cost	Craft Labor Hours	Labor, Equipment & Fuel Cost	Material Cost
A47	Ratio Transformer Install	each	16	1077	9			-						144		\$0		0	\$0	\$0
A48	Ratio Transformer Removal	each	3	1077	4									12	Ī	\$0 \$0		0	\$0	\$0
A49	Primary Conductor (Install/Removal/Replacement)	span	15	1068	40									600	T	\$0		0	\$0	\$0
	Secondary Conductor (Incl. Services - Install/Removal/Replacement)	span	3	1068	75									225		\$0		0	\$0	\$0
	Cutout (Install/Removal/Replacement)	each	61	1072	1	-								61		\$0	•	0	\$0	\$0
A52	Anchor (Install/Removal/Replacement)	each	1	1071	4									4		\$0		0	\$0	\$0
A53	Down & Span Guys (Install/Removal/Replacement)	each	2	1071	2									4	Ī	\$0 \$0		0	\$0	\$0
A54	Lightning Arrestor (Install/Removal/Replacement)	each	3	1072	1									3		\$0		0	\$0	\$0
A55	Transformer Conversion Locations	each	20	1077	1									10		\$0		0	\$0	\$0

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LUMP SUM BID AMOUNT



SUMMARY OF LUMP SUM BID

SECTION A COST ROLL-UP BY BID SEGMENT		Primary	Contractor			Subcontr	actor			ALLOCATED	PROJECT COSTS FRO	DM SECTION B
Bid Segment	Craft Labor Hours	Craft Labor Cost	Material Cost	Equipment & Fuel Cost	Craft Labor Hours	Labor, Equipment Fuel Cost	& Material Cost	TOTALS		Labor	Material	ALLOCATED COST TOTALS
Total	4,572											
PROJECT WORK ACTIVITIES SUBTOTAL	4,572		\$0		0	\$0	\$0				\$0	
	MATCH OK	MATCH OK	_	MATCH OK	-				A			
Totals from Craft Labor Detail tab>	4,572]		< Total	from Equipme	ent Detail tab					

JECHON	B OTHER PROJECT COSTS			Primary (Contractor		Subcontra	actor						
Description		Basis for Allocation to Project Work Activities	Labor Cost	Material Cost	Equipment & Fue Cost	Other Cost	Labor, Equipment, Fuel & Other Non-Material Cost		TOTALS		Weaver 52 Emmet 02 Feeder Tie (Lottridge S		1 Weaver 51 Pleasant St erg Conversion (Pleasant St	Cost Calculation Basis/Assumptions
Stand Alone					-					WR 16405906	WR 25472669	WR 17276592	WR 17992961	
Grand Mobil (Set up & ma	intain on-site facilities (trailers sanitary etc.))	Labor Cost												
Grand Demo	bilization site facilities (trailers, sanitary, etc.))	Labor Cost												
Allocatable		Basis for Allocation												
naterials ne	e, secure, protect, manage, and distribute all Owner furnished line sessary to complete the work.	Labor Cost												
Install, main D2 EG303 and t	ain, remove, and restore and envinronmental controls as required per ne project specific EFI, to include (but not limited to), silt fence, hay	Labor Cost		\$0	\$0	\$0								
	uction matting, and site restoration.													
03 Lodging & pe		Labor Cost				\$0								
	n-Site Safety Supervision (Upon Specific NG Request)	Labor Cost				\$0								
	agement Staff (Upon Specific NG Request)	Labor Cost Labor Cost				\$0 \$0								
	inagement Staff (Upon Specific NG Request) ive Craft Labor Time: Weather	Labor Cost				\$0								
	ive Craft Labor Time: Safety	Labor Cost			\$0	\$0								
	ive Craft Labor Time: Other	Labor Cost			\$0	\$0			-					
10 Traffic Contr		Labor Cost			\$0	\$0								
	DIECT COSTS SUBTOTAL			\$0			\$0	\$0						

Project Pricing Workbook prepared by Riggs Distler & Co., Inc. CRAFT LABOR DETAIL

Primary Contractor -- Craft Labor Detail

Total Labor \$ for **Total Hours For** Labor Resource this Resource this Resource MA-IBEW 104 -- General Foreman EXAMPLE 125 \$13,750 352 NY-IBEW 1249 Line -- General Foreman NY-IBEW 1249 Line -- Working Foreman 1,407 NY-IBEW 1249 Line -- Journeyman Lineman 2,813 TOTALS 4,572

Contractor must identify the (non-subcontracted) craft resources involved in the project and enter total hours & total cost by resource across the entire project.

Total hours and dollars on bottom of this sheet must match the total hours

Project Pricing Workbook prepared by Riggs Distler & Co., Inc. EQUIPMENT DETAIL

Primary Contractor -- Equipment Detail

Equipment	Anticipated	Total Equipment \$ for
	Days	this Resource
Material Handling Bucket Truck 55' EXAMPLE	60	\$15,000
3/4 Ton Pickup/ 1 Ton Pickup	60	
55' Bucket Truck Material Handler	60	
55' Bucket Truck Material Handler	60	
Digger Derrick	60	
Wire Puller Less than 10,000Ibs (Single Drum)	60	
Wire / Cable Reel Trailer- Four arbor bar	60	
TOTALS	360	

Contractor must identify the equipment involved in the project and enter the total days by item across the entire project along with the total cost by item.

Total dollars on bottom of this sheet must match the total dollars on the Summary sheet.

Project Pricing Workbook prepared by Riggs Distler & Co., Inc. SUBCONTRACTOR DETAIL

Subcontractor Name	Subcontractor's Scope	Craft Labor Hours	Labor, Equipment & Fuel Cost	Material Cost
Donnelly Construction	Traffic Control	1,440		
TOTALS		1,440		\$0

Project Pricing Workbook prepared by Riggs Distler & Co., Inc.

UNIT PRICING FOR ADD-ON WORK

Units provided in this
section of the bid sheet
involve a mix of project-

Mode/ Implanded Non-United Purify United Proceedings Work is available (profe Supprive S	Category	Supplemental Pricing Items	Unit of Measure	Unit Price	Notes
Unplaned two Outgo DaysUnplaned monocataged yow for some sample (Continuous) (If such and Taky notice provided)Per Project Work DaysUnplaned Non-Outgo DaysUnplaned non-outgo days when other "non cataged yow is not an adable (Continuous) (If such and you not provided)Per Project Work DaysUnplaned Non-Outgo DaysDays of the monocataged yow is not an adable (Continuous) (If such and you not provided)Per Project Work DaysRoc Carling 2 * DamaterPer Linear FoodPer Linear FoodRoc Carling 2 * DamaterPer Linear FoodPer CallRoc Carling 2 * DamaterPer CallPer CallRoc Carling 2 * DamaterPer Linear FoodPer CallScarabioMaltin Cand Carling Regime (Incre per project)Per CallPer CallScarabioSagay & Intali Jash ender page (Incre Page Page)Per CallPer CallScarabioSagay & Intali Jash ender page (Incre Page Page)Per CallPer CallScarabioSagay & Intali Jash ender page (Incre Page Page)Per CallPer CallScarabioSagay & Intali Jash ender page (Incre Page Page)Per CallPer CallScarabioSagay & Intali Jash ender page (Incre Pa	Mob/Demob	Temporary mobilization/demobilization cycle	Per Cycle		
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Unplaned hono building bay Upplaned non-outage work is not available (continuous) (if less than 7 days notice provided) Per four food Excaration Rock Cring 30 Dismeter Fer linear food Intermediate Excaration Rock Cring 30 Dismeter Fer linear food Intermediate Excaration Rock Cring 30 Dismeter Fer linear food Intermediate Excaration Rock Cring 30 Dismeter Fer linear food Intermediate Excaration Rock Cring 30 Dismeter Fer linear food Intermediate Excaration Rock Cring 30 Dismeter Fer linear food Intermediate Excaration Rock Cring 30 Dismeter Fer linear food Intermediate Excaration Mobilization & densibilization display Rock Cring 30 Dismeter Fer linear food Intermediate Excaration Mobilization & densibilization display Rock Cring 30 Display Rock Cring 30 Dismeter Rock Cring 30 Dismeter Excaration Mobilization & densibilization display Rock Cring 30 Display </td <td>Unplanned Non-Outage Days</td> <td>Unplanned non-outage day when other "non-outage" work is not available (Single Day)(If less than 7 days notice provided)</td> <td>Per Project Work Day</td> <td></td> <td></td>	Unplanned Non-Outage Days	Unplanned non-outage day when other "non-outage" work is not available (Single Day)(If less than 7 days notice provided)	Per Project Work Day		
fixewation Rock Cring 30* Dimeter Per lunear foot Execution Rock Cring 42* Dimeter Per lunear foot Image: Security 1000000000000000000000000000000000000	Unplanned Non-Outage Days	Unplanned non-outage day when other "non-outage" work is not available (Continuous)(If less than 7 days notice provided)	Per Project Work Day		
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Exhibit C: Riggs Dister's Request For Proposal

Exhibit D: Bid Questions & Responses

Exhibit E: Project Schedule