



CONSTRUCTION SERVICES AGREEMENT

For

BES FRASER SUBSTATION RE-ROUTES CONSTRUCTION



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This CONSTRUCTION SERVICES AGREEMENT (this "Agreement") is made this 6th day of September, 2024 by and between **AVANGRID Service Company** ("Owner" or "Company"), with offices located at 180 S. Clinton Avenue, 3 City Center, Rochester, New York and [REDACTED] ("Contractor" or "Supplier") with offices located at [REDACTED] AVANGRID Service Company and Contractor may be referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Owner is authorized to assist the utility operating company subsidiaries and affiliates of Owner identified in Schedule A, attached hereto and made a part hereof, in procuring certain services that they require 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 Contractor 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 and affiliates of Owner in accordance with the terms and conditions of this Agreement; and

WHEREAS, in reliance upon such statements and following its review of Contractor's proposal and negotiation of business terms, Owner has selected the Contractor as a supplier-of-choice for the Services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the Contractor and Owner hereby agree as follows:

ARTICLE 1 - ORDER OF PRECEDENCE AND DEFINITIONS

1.1 This Agreement, its schedules and related purchase order(s) are complementary documents, and what is required by any one document shall be as binding as if required by all such documents. In the event of any inconsistency between the provisions of two or more documents, the order of supremacy (in descending order) shall be as follows:

- The Purchase Order (exclusive of its pre-printed terms and conditions);
- The Scope of Services document attached hereto as Schedule B, as it may be amended, modified or supplemented in the Purchase Order;
- The Intermediate Milestones attached hereto as Schedule C, as it may be amended, modified or supplemented in the Purchase Order; and

- This Agreement and the remaining appendices in the order listed.

In the event of a conflict between a Drawing and another type of Specification, the Specification shall prevail.

- 1.2 "Affiliate" means with respect to a person or entity, any individual, corporation, partnership, firm, joint venture, association, Joint Stock Company, trust or other unincorporated organization, directly or indirectly controlling, controlled by, or under common control with, such person or entity. The term "control" shall mean the possession, directly or indirectly, of the power to direct the management or policies of a person or an entity. A voting interest of ten percent (10%) or more shall create a rebuttal presumption of control.
- 1.3 "Agreement Documents" means collectively the Agreement and Information for Bidders, the Bid Form, the terms and conditions and execution pages, the Construction RFP Phase I document, all addenda issued, the Bonds, the Schedules, the Drawings, as applicable. The Agreement and the Agreement Documents are also deemed to include those standards, codes, regulations or other documents referenced in the Agreement and Agreement Documents.
- 1.4 "Agreement Price" means the total amount payable by the Owner to the Contractor for the performance of the Work as determined by the product of the PayCU pricing and actual quantities of PayCUs required and approved by the Owner under this Agreement. THIS IS A FIXED UNIT PRICE AGREEMENT.
- 1.5 "Agreement Time" means the period of time allotted in Schedule for the Work as defined in Schedule B in this Agreement to achieve Final Completion. The Agreement Time shall end at the Final Completion Date.
- 1.6 "Commercial Operation" means the milestone in the Project where Substantial Completion has been achieved, the Owner has energized the asset, and the Warranty Period has begun.
- 1.7 "Drawings" means the drawings specified in the Agreement Documents set forth in Schedule B, including, but not limited to, final drawings prepared by Contractor which are approved by Owner for use during construction and show the location and dimensions of the Work and include, if applicable, plans, elevations, sections, diagrams and other details as may be necessary or desirable to facilitate the effective, efficient and timely construction and commissioning of the Work.
- 1.8 "Energized" means operational, on-line and connected to the transmission system.

- 1.9 "Final Completion" has the meaning set forth in Schedule B.
- 1.10 "Construction Sequence Complete" has the meaning set forth in Schedule B.
- 1.11 "Installation and Testing Complete" has the meaning set forth in Schedule B.
- 1.12 "PayCU" means a standard construction Pay Compatible Unit associated with an activity or material. The PayCUs for this project are defined in Schedule D-I.
- 1.13 "Project" means the Owner's BES Fraser Substation Re-Routes Construction project located in New York under this Agreement pursuant to which the Contractor will provide the Work as defined in this Article 1 herein.
- 1.14 "Punch List" means the minor defects or omissions identified by the Owner in determining that the Work is substantially completed at the time when Installation and Testing Complete has been achieved. Each Punch List item will be deemed by Owner as either "Critical" or "Non-Critical." All Critical Punch List items must be completed prior to Substantial Completion. All Critical and Non-Critical Punch List items must be completed prior to Final Completion.
- 1.15 "Schedule" has the meaning set forth in Article 7.7.
- 1.16 "Site" means the lands and improvements where the project is located and the Services are to be performed, which lands and improvements are described in Schedule B.
- 1.17 "Site Access Date" means the Notice To Proceed date specified in the Notice To Proceed issued by the Owner to the Contractor.
- 1.18 "Specifications" means scope of work document(s), technical specifications, Drawings and performance requirements, as specified in Schedule B or as incorporated (by reference or otherwise) into this Agreement.
- 1.19 "Subcontractor" means the Contractor's subcontractors, and such subcontractors' subcontractors to include subcontractors of all tiers.
- 1.120 "Substantial Completion" has the meaning set forth in Schedule B.
- 1.21 "Substantial Completion Date" means the date set forth in the Notice To Proceed, which is the date by which Substantial Completion must be achieved.
- 1.22 "Outage Complete" has the meaning set forth in Schedule B.

- 1.23 "Warranty Period" has the meaning set forth in Article 4.11.
- 1.24 "Work" or "Services" or "Scope of Work" means the provision of all installation services, labor, tools, equipment and material required by the Contractor as defined in Schedule B per the Contractor's defined financial and legal responsibilities in this Agreement.

ARTICLE 2 - OWNER

The term Owner means the Owner or an authorized representative of the Owner.

- 2.1 Services Required of the Owner. Unless otherwise specified, the Owner will establish base lines necessary for the location of the principal component parts of the Work together with a suitable number of benchmarks relating to the Work.

The Owner will obtain the land for the Work in fee or by permanent easement at its discretion. However, there is no assurance given that all of the easements or right-of-way will be secured for construction purposes as of the date of commencement of the Work and breaks in a continuous right-of-way may be expected to occur. In this event, the Contractor will be required to adjust the construction sequence. The Contractor is responsible for obtaining any necessary temporary easements or licenses for the performance of the Work and shall not be entitled to any adjustment to the Agreement Price or the Schedule to the extent the Contractor's failure to obtain any such temporary easements or licenses affects the construction sequence. The use of the Site for any purpose other than that specified in the Agreement Documents shall be subject to the approval in writing by the Owner. The Contractor shall familiarize itself with the instruments granting land and/or easements and shall comply with the terms and conditions thereof.

- 2.2 Owner's Right to Correct Deficiencies. Subject to the Contractor's warranty obligations set forth in Article 4.10, upon failure to perform the Work in accordance with this Agreement and after seven days' written notice to the Contractor during which period Contractor has failed to correct the failure, provided that if such failure is not capable of correction within such seven day period, Contractor has failed to submit a plan of correction reasonably acceptable to Owner within such period and diligently thereafter performed such plan to correction, the Owner may, without prejudice to any other remedy it may have, correct such deficiencies in Work intended to become a permanent part of the Project. In such case, an appropriate change order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

If, within the Warranty Period any of the Work is found to be defective or not in accordance with this Agreement, the Contractor shall correct it promptly according to its obligations under Article 4.10 after receipt of a written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition.

All such defective or non-conforming Work shall be removed from the Site if necessary and the Work shall be corrected to comply with this Agreement without cost to the Owner. The Contractor shall bear the cost of making good all work of separate contractors destroyed or damaged by such removal or correction.

If the Contractor does not remove such defective or nonconforming Work within a reasonable time fixed by written notice from the Owner, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten days thereafter, the Owner may upon ten additional calendar days' written notice sell such materials or equipment at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor including compensation for additional architectural and/or engineering services. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate change order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

2.3 Owner's Termination Rights. The Owner shall have the right to terminate this Agreement immediately upon written notice to the Contractor, if the Contractor:

- a) is adjudged as bankrupt, becomes insolvent, admits it cannot pay its debts or assigns its assets for the benefit of its creditors;
- b) commits a material breach of a provision of this Agreement or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or
- c) fails to provide a qualified superintendent, enough properly skilled workmen or subcontractors, or proper materials, or fails to make prompt payment therefor.

In the event of termination of this Agreement by the Owner because of Contractor's default or breach wherein Contractor has failed to correct or submit a plan to correct such default or breach within the period specified in Article 2.2 (Owner's Right to Correct Deficiencies), the Owner may take possession of the Site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method and means Owner may select subject to Owner's

obligation to reasonably mitigate. In such case, the Contractor shall not be entitled to receive any further payment that may be due as provided by this Agreement, until the Work is finished.

If the unpaid balance of this Agreement Price shall exceed the expense of finishing the Work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

For Owner's convenience, Owner may terminate this Agreement in whole or in part by giving the Contractor twenty-four (24) hours written notice. In such event, Owner shall make payment to the Contractor for all costs incurred prior to such termination reasonably allocable to the Work performed, under recognized accounting practices. This provision shall not be deemed to limit or otherwise affect the Owner's right to terminate this Agreement for breach or default by the Contractor.

- 2.4 Owner's Right to Suspend Work. The Owner may at any time suspend the Work or any part thereof, immediately and verbally for reasons of safety, or by giving reasonable notice to the Contractor in writing. The Work shall be resumed by the Contractor within ten (10) calendar days after the date fixed in the written notice from the Owner to the Contractor to do so. So long as the Owner does not suspend the Work or any part thereof in connection with the act or omission of Contractor or Contractor's employees, agents or subcontractors, the Owner shall reimburse the Contractor for reasonable expenses directly incurred by the Contractor in connection with the Work under this Agreement as a result of such suspension.

When the whole or any portion of the Work is suspended for any reason, the Contractor shall properly cover, secure, and protect or cause to be so protected, such Work as may be liable to sustain injury from any cause.

- 2.5 Owner's Right To Inspect Work. Except as may be otherwise provided herein, all Work furnished by the Contractor and all places where construction is carried on will be subject to inspection, examination and testing by the Owner at all times during the construction. The Owner has the right to reject defective Work including defective material and workmanship furnished by the Contractor, and require its correction subject to Contractor's warranty obligations set forth in Article 4.10. Rejected Work shall be corrected to conform to this Agreement without charge therefor. The Contractor shall promptly segregate and remove all rejected material from the Site.

The Contractor shall furnish promptly without additional charge, all reasonable facilities, labor and materials necessary for the safe and convenient inspection that may be

required by the Owner. All inspection by the Owner will be performed in such manner as will not unnecessarily delay the Work.

Should it be considered necessary or advisable by the Owner at any time before Substantial Completion of the entire Work to make an examination of the Work already completed, by removing or tearing out same, the Contractor shall on request furnish all necessary facilities, labor, and materials to perform such examination. If the Work subject to such examination is found to be defective or non-conforming in any material respect, due to the fault of the Contractor or its Subcontractors, such uncovering or destruction and reconstruction shall be at the expense of the Contractor. If, however, such Work exposed and examined is found to be satisfactory, the Owner will pay the Contractor the cost of such uncovering or destruction and reconstruction.

- 2.6 Owner's Audit Rights. Owner reserves the right and Contractor shall allow Owner to audit, or cause to have audited, any and all items related to aspects of this Agreement to assure Contractor's compliance therewith. These items shall include, but not be limited to, property, books, records, and computerized data files. This provision shall remain in effect for two (2) years following final payment for the Work described in this Agreement. This provision does not apply to the calculations used to determine pricing for Work performed under this Agreement except to the extent that knowledge of the amount of taxable portions of Contractor's invoicing is necessary.

ARTICLE 3 - CONTRACTOR

- 3.1 Review of Agreement. The Contractor shall carefully study and compare the provisions of this Agreement and shall at once report to the Owner any error, inconsistency or omission Contractor may discover. The Contractor shall not be liable to the Owner for any damage resulting from any such errors, inconsistencies or omissions which are first reported to Owner and do not relate to any act or omission by Contractor or its employees, subcontractors or agents. The Contractor shall do no work that is not in accordance with the Drawings or Specifications, as such may be modified or amended in accordance with the terms of this Agreement.
- 3.2 Supervision. All Work shall be done under the direct supervision of the Contractor. The Contractor shall be responsible for construction means, methods, techniques, procedures, and safety, and for coordinating all portions of the Work under this Agreement.
- 3.3 Superintendent. When required by Owner, the Contractor shall employ a qualified superintendent and any necessary assistants, who are acceptable to the Owner, to be in attendance at the Site during the progress of the Work. The superintendent shall have

full authority to act on behalf of the Contractor and all communications given to the superintendent shall be considered as given to the Contractor.

Important communications shall be confirmed in writing. Other communications will be so confirmed upon written request, on a case-by-case basis, by the Owner. It shall be the responsibility of the superintendent to coordinate the Work of all the contractors. The superintendent shall be present on the Site at all times required to perform adequate supervision and coordination.

- 3.4 Subcontracts. The Contractor shall submit a list of those Work items which it plans to subcontract and the names of Subcontractors proposed for the Work. The Owner shall promptly notify the Contractor in writing if, after due investigation, Owner has reasonable objection to any Subcontractor on such list and does not accept them for the performance of any Contractor's Work on this Project. Subcontractors may not be changed except at the request or with the approval of the Owner.

If Contractor shall cause any part of the work to be performed by a Subcontractor, the provisions of this Agreement shall apply to such Subcontractor and its officers, agents or employees in all aspects as if they were employees of Contractor, and Contractor 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 Subcontractors. Nothing shall create any contractual relationship between Owner and any Subcontractor or any Sub-Subcontractor.

Copies of all Subcontracts (redacted for dollar values) shall be furnished to Owner. Contractor's Subcontractor may not be changed except at the request of or with the written approval of the Owner.

If the Contractor decides to subcontract any part of the Services, and the Contractor has obtained Owner's prior written authorization for such subcontract, then the Parties agree that:

- It is the responsibility of the Contractor to manage their Subcontractors and associated costs. If the Owner deems it necessary, the Owner reserves the right to revise the Agreement Price.
- The Parties will sign an addendum to this Agreement to reflect the scope and any special conditions of the subcontract of such Services by the Contractor.

Nothing contained in this Agreement shall create any contractual relationship between any Subcontractor and the Owner.

- 3.5 Intentionally omitted.
- 3.6 Emergencies. The Contractor 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, Contractor shall notify the Owner 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 Contractor on account of emergency work shall be determined as provided in this Agreement.
- 3.7 Removal of Equipment. In case of termination of this Agreement for any cause whatsoever, the Contractor, if notified to do so by the Owner, shall promptly remove any part or all of Contractor's equipment and supplies from the property of the Owner, failing which the Owner shall have the right to remove such equipment and supplies at the expense of the Contractor.
- 3.8 Cooperation. The Contractor shall cooperate with the Owner and any other contractors as directed by the Owner, who will establish the rights of the various interests involved. The Contractor shall properly connect and coordinate its Work with work done by others.
- 3.9 Use of Premises. The Contractor shall confine its apparatus, the storage of materials and the operations of its workmen to limits indicated by law, ordinances, permits and directions of the Owner and shall not unreasonably encumber the premises with its materials.
- 3.10 Layout of Work. It shall be the responsibility of the Contractor to lay out all structures and facilities and establish all grades for the same.
- 3.11 Information Required of Contractor. The Contractor shall promptly furnish weights, bills of material and such other data as are reasonably required by Owner. When required by Owner, the Contractor shall furnish instructions for the installation, operation, care and maintenance of, and lists of recommended spare parts, for the material or equipment. Unless otherwise specified, four copies of such data shall be furnished.
- 3.12 Independent Contractor. Contractor is and shall always remain an independent Contractor in its performance of this Agreement. The provisions of this Agreement shall not be construed as authorizing or reserving to Owner any right to exercise any control or direction over the operations, activities, employees or agents of Contractor 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.

Owner shall carry no worker's compensation insurance, health insurance or accident insurance to cover the Contractor, or any of its agents, employees or Subcontractors. Owner 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 Contractor agrees to report and pay any contributions for taxes, unemployment insurance, Social Security and any other required payments himself or herself.

ARTICLE 4 - SPECIFICATIONS AND QUALITY

- 4.1 Adequacy. Owner shall be responsible for the adequacy of the Services and for the sufficiency of the Drawings and Specifications.
- 4.2 Discrepancies. Any discrepancies, inconsistencies, or ambiguities found between the Drawings and Specifications and the site conditions shall be immediately reported to the Owner's field construction supervisor, who shall promptly correct such inconsistencies or ambiguities in the Drawings or Specifications in writing. Any Work done after such discovery or after the Contractor should have reasonably made such discovery, unless authorized in writing by Owner, will be done at the Contractor's risk.
- 4.2 Additional Instructions. Owner may issue additional instructions during the progress of the Work by means of Drawings or other media necessary to illustrate changes in the Work.
- 4.3 Copies Furnished to Contractor and Ownership. Unless otherwise provided, the Contractor will be furnished, free of charge, all required copies of Drawings and Specifications necessary for the execution of the Work. All Drawings, Specifications and copies thereof furnished by the Owner are and shall remain the Owner's property. They are not to be used on any other project and sets are to be returned to Owner on request at the completion of the Work. The Contractor shall keep one copy of all Drawings and Specifications regarding the Work in good order, available to the Owner and the Owner's engineering representative.
- 4.4 By executing this Agreement, the Contractor represents that it has visited the Site, familiarized itself with the local conditions under which the Work is to be performed, and correlated its observations with all the requirements of this Agreement. The Owner assumes no responsibility whatsoever for ascertaining for the Contractor any facts which the Contractor could have ascertained for itself through such investigation; provided

however, the Contractor shall be entitled to rely on the accuracy of all Owner-provided data and information.

- 4.5 **Materials and Labor.** Unless otherwise specifically noted, the Contractor shall provide and pay for all materials, labor, equipment, tools, water, heat, utilities, transportation and other facilities necessary for the proper execution and completion of the Work as specified in Schedule B.

The Contractor shall at all times be responsible for the conduct and discipline of its employees and/or any Subcontractor or persons employed by Subcontractors. Owner reserves the right to require the removal of any personnel of the Contractor who in Owner's opinion may be incompetent, careless, not qualified to perform the Work assigned, or who may have engaged in improper conduct.

Standard of Care. Contractor shall perform the Services in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession performing the same or similar work under the same or similar circumstances where the Project is located ("best management practices"). The parties acknowledge that neither Owner's review, approval, acceptance, nor payment for the Services is intended to, nor shall it, constitute a waiver, release, or discharge of Contractor's responsibility for the proper performance of the Services or liability for defects in same, or an assumption by Owner of such responsibility or liability.

Qualifications and Licenses. All Contractor personnel shall be duly qualified and competent to perform the work undertaken, and Contractor represents that all personnel performing Services or conducting activities in furtherance of this Agreement shall be properly qualified and competent, and that personnel performing services or conducting activities for which a license or certification is required under local, state, or federal regulations shall be duly licensed and/or certified. All licenses and certifications shall be current at the time the work is performed.

Contractor shall execute the certifications set forth in Schedule G, Certifications, and provide the executed originals to Owner. All Subcontractors, if applicable shall execute and return same to Contractor upon execution.

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 Owner, until their assignments are completed. The Owner shall have the right to reject replacements for personnel.

- 4.6 Substitution. Certain products have been referred to by name and catalog number in this Agreement. No substitutes shall be made without prior written approval of the Owner.
- 4.7 Samples. All samples called for in this Agreement shall be furnished by the Contractor to illustrate materials, equipment or workmanship, and to establish standards by which the Work will be judged.
- 4.8 Shop Drawings. The Contractor shall provide shop drawings, setting schedules and other such drawings as may be necessary for the prosecution of the Work in the shop and in the field as required by the Specifications. Deviations from the Specifications shall be called to the attention of the Owner at the time of first submission of the Drawings. The Owner's approval of any Drawings shall not release the Contractor from responsibility for such deviations.

By approving and submitting shop Drawings, the Contractor thereby represents that Contractor has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and that it has checked and coordinated each shop Drawing with the requirements of the Work.

- 4.9 Cutting and Patching. The Contractor shall do all cutting, fitting or patching of its Work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors shown upon the Drawings and Specifications for the completed structure or any other provisions of this Agreement.

Any cost caused by defective or ill-timed work shall be borne by the party responsible therefore. The Contractor shall not endanger any work by cutting, excavating or otherwise altering the Work and shall not cut or alter the work of any other contractor save with the consent of the Owner.

- 4.10 Warranty & Quality. Contractor warrants that the Work shall conform to the Specifications as defined in Schedule B and be free from defect in material and workmanship and shall be fit for the purpose for which such Work is specified in this Agreement. Furthermore, Contractor warrants that all material and equipment supplied under this Agreement shall be new, free from defects and of the kind and quality required by the Specifications.

- 4.11 Contractor's Warranty Period shall be for a period of two years from either (1) the date of Commercial Operation, or (2) sixty (60) days from the Date of Substantial Completion, whichever occurs first.

The warranty period for any corrected Work shall be extended for a period not to exceed six (6) months beyond the original warranty period.

The Owner shall give Contractor prompt notice of any claimed noncompliance with the foregoing warranty. The Contractor shall at its own expense promptly upon receipt of such notice from Owner, at a time and location acceptable to the Owner, perform repair and/or replacement, as elected by Owner, of any Work which does not comply with the foregoing warranties, including, without limitation, all associated travel, labor, materials, disassembly, reinstallation, shipping and related work.

In case the Contractor shall fail to repair or replace defective work in accordance with the terms of this warranty or if immediate repair or replacement of defective work is necessary, the Owner shall have the right to cause such repair or replacement to be made at the expense of the Contractor. All such work performed by the Owner or its designated contractor to perform such work shall be charged to the Contractor.

The warranty covering any defective work shall be reinstated for a period of time equal to the time required to repair or replace the defective work. The remedy and the time required to complete any and all such defective work shall be approved by Owner which will be used as the sole determinant for the length of time that the warranty shall be extended by the Contractor to the Owner.

- 4.12 If requested by Owner, Contractor shall furnish evidence as to the type and quality of Work supplied.
- 4.13 Contractor warrants that craft, technical, supervisory and professional personnel that are provided are highly qualified to perform the Work assigned and that the Work will be performed in accordance with this Agreement and any applicable law.
- 4.14 Following a written notice by Owner sent before the expiry of any warranties and guarantees under this Agreement, the Contractor shall be responsible for:
 - a) the removal and replacement or modification of all Work which, in the opinion of Owner, is defective;
 - b) the restoration of all Work, and the work of others, which is disturbed or damaged in the course of removal and replacement or modification of the defective Work; and
 - c) all risks associated with:
 - i) the removal, including disposal and storage, of the defective Work; and
 - ii) the replacement or modification of the unsatisfactory Work, whether performed by the Contractor or by or on behalf of Owner.

- 4.15 Contractor shall have no obligation hereunder with respect to any Work which (i) has been improperly repaired or altered without Contractor's approval; (ii) has been subjected to misuse, negligence or accident by someone other than Contractor or its Subcontractors; or (iii) has been used in a manner contrary to Contractor's instructions without Contractor's approval.
- 4.16 Tests. The Contractor shall ascertain by tests or otherwise as agreed to by Owner and Contractor that the Work is in full accordance with this Agreement. The Contractor shall provide all facilities, apparatus and labor reasonably required for tests and shall bear all of its own expense thereof, except salaries and expenses of representatives of the Owner. The Contractor shall give the Owner at least forty-eight (48) hours' advance written notice before any planned tests. Up to twenty-four (24) hours after receipt of such notice the Owner may require performance of tests to be witnessed by its representatives and/or require the Contractor to furnish three (3) certified copies of all tests for approval.
- 4.17 Packing and Marking. All material and equipment to be furnished by the Contractor shall be packed, crated or otherwise suitably protected to withstand shipment undamaged to the destination. Each package, crate or part shall be marked plainly with the name of the consignee, shipping destination, the Owner's order number, and such other markings as are required. Complete packing lists, one copy with each package and two (2) copies by mail to the Owner at time of shipment, shall be supplied showing contents and identity of each package.
- 4.18 Work Stoppage. Contractor's personnel shall not honor any union picket lines or strikes nor take part in any work slowdown 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, Contractor shall retain the right to remove its employees from any situation it reasonably determines may pose an unreasonable health or safety risk. Except as set forth above, it shall be the obligation of the Contractor to supply a qualified work force. Owner may terminate this Agreement if Contractor fails to provide a qualified work force within 24 hours of Owner's notification to Contractor that a qualified workforce has not been supplied.

ARTICLE 5 - INSURANCE

- 5.1 Insurance. Contractor shall maintain insurance in accordance with the requirements as set forth in Appendix J.

ARTICLE 6 - LEGAL RESPONSIBILITY AND SAFETY

- 6.1 Indemnification. Contractor will indemnify, defend at its expense and hold harmless the Owner 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 attorney's 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 Contractor or its agents or subcontractors under this Agreement; (B) any work-related accident or injury affecting an employee, agent or subcontractor of the Contractor, 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 Contractor alleging that (i) the Indemnatee is required to maintain worker's compensation or unemployment or any other type of insurance upon any employee, agent or subcontractor of the Contractor; (ii) the Indemnatee is liable for tax payments or withholding with respect to any employee, agent or subcontractor of the Contractor; (iii) any employee, agent or subcontractor of the Contractor is entitled to receive employee benefits from the Indemnatee, including, without limitation, vacation, deferred compensation, medical, pension, 401(k) or any other benefit available to the Indemnatee's employees; and (iv) the Indemnatee 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 Contractor; (D) bodily injury, including death, to any person or persons due to the negligent, reckless or willful actions or omissions of the Contractor 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 Contractor, or its agents or subcontractors. Individual employees, agents and subcontractors of the Contractor who are performing services for the Indemnatee under this Agreement shall be considered to be employees, agents or subcontractors of the Contractor 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 Contractor under this Agreement shall be deemed to be actions of the Contractor under these indemnities and this Agreement. In furtherance of the foregoing indemnification and not by way of limitation thereof, the Contractor 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 Contractor consents to a cause of action for indemnity.

- 6.2 Patents and Royalties. If any design, device, material or process covered by letters patent or copyright is used by the Contractor in Contractor's Work, Contractor shall provide for such use by legal agreement with the owner of the patent or a duly authorized licensee of such owner. The Contractor shall pay all royalties and license fees. The Contractor shall defend, indemnify and hold harmless the Owner from and against all liability, claims,

and losses for infringement of any patent rights, except that the Owner shall be responsible for all such loss when a particular design, process or product of a particular manufacturer or manufacturers is specified by the Owner in the Specification, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, Contractor shall be responsible for such loss unless it promptly gives such information to the Owner. Contractor shall have no obligation hereunder and this provision shall not apply when any action is settled or otherwise terminated without the prior written consent of Contractor.

- 6.3 Permits. With the exception of Owner permits identified in Schedule I, all permits, governmental fees and licenses necessary for the proper execution and completion of the Work shall be secured and paid for by the Contractor, unless otherwise specified in the Agreement. In the event of a delay in the issuance of any Owner permit identified in Schedule I, for causes not attributable to either of the parties, then Contractor shall be responsible for seeking an Extension Of Time in accordance with Article 7 of this Agreement.
- 6.4 Compliance with Laws. The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations, requirements, guidance, executive orders and other governmental orders bearing on the performance of the Work. If the Contractor discovers that the Agreement (together with its appendices and related purchase order(s)) are at variance therewith in any respect, the Contractor shall promptly notify the Owner in writing, and any necessary changes shall be made by appropriate modification. If any regulation, law, rule, regulation, guidance, requirements, executive orders or other governmental orders, ordinance, by-law etc., and any derivatives including but not limited to permits, licenses or codes, coming into force after date of Contractor's bid should cause an increase of the Contractor's cost, then, with Owner's prior written consent (which consent shall not be unreasonably withheld) the Agreement Price shall be adjusted by an amount equivalent to said increase.
- 6.5 Written Notice. Written notice shall be considered as duly served when delivered in person or sent by registered mail to the individual, member of the firm or officer of the corporation for whom it was intended, or to the last known business address.
- 6.6 Safety. Upon issuance of the Notice of Award to the Contractor, and prior to Owner's issuance of the Notice To Proceed as specified in Articles 7.1 and 7.2 of the Agreement, Contractor shall submit for Owner's review and approval the Contractor's Safety Plan for the Project. At a minimum, the Contractor's Safety Plan shall satisfy: (i) the safety requirements as specified in Schedule 0 - 1 (Contractor's Safety Guidelines) and must be applied to all low-risk, medium-risk and high-risk activities while performing the Work for Owner; and (ii) all applicable COVID-19 pandemic procedures, requirements, guidelines

and protocols in connection with the Project and/or the Work, including, without limitation, those necessary for compliance with all Federal, State (New York State as applicable) and local Governing Laws and directives.

ARTICLE 7 - TIME

- 7.1 Notice Of Award. Prior to the commencement of the work, Contractor shall submit to Owner for review and approval the required Certificate Of Insurance ("COI") as specified in Schedule G, the Contractor's Quality Plan, the Contractor's Safety Plan, the Contractor's site-specific Environmental Requirements Plan and the Performance and Payment Bonding Documentation ("Bonding Documentation") within five (5) calendar days of the date of the Notice Of Award issued by Owner to Contractor. Owner shall not unreasonably withhold approval of the COI and Bonding Documentation.

Contractor must make their final submissions of the Contractor's Safety Plan, Contractor's Quality Plan or Contractor's Site-Specific Environmental Plan within three (3) calendar days after receipt of Owner's comments to the plans.

- 7.2 Notice To Proceed. Upon Owner's approval of Contractor's COI, Quality Plan, Safety Plan, site-specific Environmental Requirements Plan and Bonding Documentation, Owner shall issue to Contractor the Notice To Proceed. Within five (5) business days from the date of the Notice To Proceed for each project, Contractor shall be required to commence Work under this Agreement, complete the entire Work and achieve Substantial Completion in accordance with the Project Schedule as defined in this Agreement.
- 7.3 Progress and Completion. It is expressly understood by the Contractor that TIME IS OF THE ESSENCE in the performance of the Work of this Agreement. The Contractor shall carry the Work forward expeditiously with adequate forces and shall complete it so that all of the milestone events are completed on or before the dates specified and in accordance with the Schedule as set forth in Article 7.8 of this Agreement.
- 7.4 Site Access Date. Contractor shall not enter or commence any portion of the Work on the Site until Owner notifies Contractor that all necessary clearances for the Work on Site have been obtained, which clearances should be granted on or before the Site Access Date specified in the Notice To Proceed. Owner shall promptly advise Contractor of any change in Site Access Date. Any material postponement of the Site Access Date will be deemed proper cause for equitable adjustment.
- 7.5 Certificate of Installation and Testing Complete. After all of the requirements defined for Installation and Testing Complete have been completed by the Contractor, as defined in Schedule B and Schedule L-I, a Certificate of Installation and Testing Complete shall be submitted by the Contractor for execution by Owner and Contractor. The fully executed

Certificate of Installation and Testing Complete does not relieve the Contractor of its obligation to complete all the Work including all punch-list items as required to achieve Final Completion. It entitles the Owner to occupy the Work or designated portions thereof for the completion of the commissioning and energization tasks as required in the Agreement necessary to achieve Substantial Completion. Title and risk of loss shall pass to Owner when Owner issues a Certificate of Substantial Completion or the Work is Energized, whichever comes first.

7.6 Certificate of Substantial Completion. After all of the requirements defined for Substantial Completion have been completed by the Contractor, as defined in Schedule B and Schedule L-2, a Certificate of Substantial Completion shall be submitted by the Contractor for execution by Owner and Contractor. The fully executed Certificate of Substantial Completion shall entitle the Contractor to receive from the Owner fifty percent (50%) of the Retention held by Owner. However, the fully executed Certificate of Substantial Completion does not relieve the Contractor of its obligation to complete all the Work including all punch-list items as required to achieve Final Completion. It entitles the Owner to occupy the Work or designated portions thereof for the use for which it is specified. Title and risk of loss shall pass to Owner when Owner issues a Certificate of Substantial Completion or the Work is Energized, whichever comes first.

7.7 Certificate of Final Completion. After all of the requirements defined for Final Completion have been completed by the Contractor, as defined in Schedule B and Schedule M, a Certificate of Final Completion shall be submitted by the Contractor for execution by Owner and Contractor. Upon the full execution of the Certificate of Final Completion, the Retention as defined in Article 8, shall be returned to the Contractor less any balances deemed reasonably necessary by Owner to complete any unfinished punch list tasks. Owner reserves the right to seek other additional remedies afforded to it for compensation necessary to complete the punch list tasks in accordance with the Agreement.

7.8 Schedule of Work

7.8.1 Contractor shall schedule the Project, as defined in Schedule B, in accordance with the requirements of the Agreement. Owner's basis for rejection of any schedule document, including any changes in critical path method logic, durations, staffing or costs submitted pursuant to Article 7.8.4, shall generally be limited to a determination that the schedule document lacks logic, is unreasonable, is incomplete, may create unsafe working conditions or is inconsistent with any other Agreement requirement, such as a phasing plan, or with available Owner services or resources.

- 7.8.2 With respect to any submission by the Contractor, no review or acceptance by the Owner shall relieve the Contractor from its obligation to fully and properly complete the work, or any other duty, responsibility or liability imposed on it under this Agreement, including, but not limited to the obligation to complete the work within the time set forth above in Article 7.2.
- 7.8.3 Review and acceptance by Owner of Contractor's Project schedule and updates is for conformance to the requirements of the Agreement only, and does not relieve the Contractor of any of its responsibility whatsoever for the accuracy or feasibility of the Project schedule, or of the Contractor's ability to meet the Substantial Completion date for the Project, nor does such review and acceptance expressly or impliedly warrant, acknowledge or admit the reasonableness of the logic, durations, staffing or costs of the Contractor's Project schedule and updates, nor may it be deemed to constitute notice to the Owner as required by law, or by this Agreement.
- 7.8.4 Contractor shall submit to Owner for review and acceptance any changes in critical path method logic, staffing quantities, costs and/or durations in accordance with the requirements of the Agreement.
- 7.8.5 Neither the inclusion of changes into a schedule document (whether to the initial base-line schedule or any updates thereto) by the Contractor nor the acceptance or acquiescence in, by Owner, shall be construed as constituting extensions of time to the Agreement Time as set forth above in Article 7.2. Such changes are deemed to be for the purpose of keeping the schedule up-to-date in order to reflect the work to be accomplished and to include the best time estimate for work yet to be completed.
- 7.8.6 The schedule document must be submitted to Owner in proper form and in a timely manner, as required by the Agreement.
- 7.8.7 In the event that an updated schedule document is not timely submitted by the Contractor or is determined by Owner to be grossly inadequate, Owner may, in its own discretion and for its own internal use, update the schedule documents with its own forces or through a consultant/contractor and charge the Contractor the costs thereof, provided, however, that this shall not relieve the Contractor of its obligation to submit such update schedule document.

7.9 Excusable Delay

- 7.9.1 In the event that Contractor is actually and necessarily delayed in the progress of the work to the extent that the delay will extend the completion date as a result

of: (i) the act, neglect or failure of the Owner, another Owner contractor, a utility or government entity (which act, neglect or failure occurs for reasons outside of the Contractor's role); or (ii) a force majeure event as described in Article 12.21 of this Agreement, Owner will extend the completion date (or intermediate milestone date in the case where provided for in the Agreement) provided that the following conditions are met:

7.9.1.1 The cause of the delay arises after Contractor's receipt of the Notice of Award and neither was nor reasonably could have been anticipated by the Contractor before such Notice is received;

7.9.1.2 The delay is affecting an item(s) on the critical path as indicated in a current updated schedule document.

7.9.1.3 The effect of such cause of delay cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures, including changes to the sequencing of the work, whether before or after the occurrence of the cause of the delay; and

7.9.1.4 The Contractor makes a written request and provides other information to Owner as described in this Agreement.

7.9.2 A delay meeting all the conditions of Article 7.9.1 above shall be deemed an "Excusable Delay." Any other delay shall be deemed a non-excusable delay. A "Concurrent Delay" shall be the period of delay during which an Excusable Delay overlaps with a non-excusable delay.

7.10 Extension of Time

7.10.1 The request required for Excusable Delay under Article 7.9 above, shall be made within seven (7) calendar days after the time when Contractor knows or should reasonably have known any cause for which it may claim an extension of time and shall provide any actual or potential basis for an extension of time, identifying such cause and describing, to the satisfaction of Owner, the nature and expected duration of the delay and its effect on the completion of the work identified on the request. Contractor shall furnish additional information and documentation, including, but not limited to, a time impact analysis in the form of a Change Order as set forth in Article 9 (for Contract Time only for the purposes of considering the requested extension) within fourteen (14) calendar days after Contractor's initial request, unless otherwise agreed to in writing by the Owner, which shall not be unreasonably withheld or delayed. The Contractor must also comply with

requirements set forth in the Agreement regarding Contractor's schedule document.

7.10.2 Contractor shall not be entitled to an extension of time unless the Contractor affirmatively demonstrates to the satisfaction of the Owner, that it is entitled to such extension.

7.10.3 Within thirty (30) calendar days of receipt of all such information and documentation, Owner shall advise Contractor of its decision on such requested extension; except that, where it is not reasonably practicable for Owner to render such decision in the thirty (30) calendar day period, it shall, prior to the expiration of such period, advise the Contractor that it will require additional time and the approximate date upon which it expects to render such decision. If the Parties reach agreement on the terms of Contractor's proposed extension of time, a Change Order shall be executed by the Parties. If the Parties are unable to reach agreement on the terms of the proposed extension of time, then the Parties shall follow the processes set forth in the Resolution of Disputes (Article 10) of this Agreement.

7.10.4 Contractor's failure to provide the written statements in the manner and time required by this Article 7 shall constitute a conclusive presumption that no time adjustment, or other relief, is claimed or warranted for the event or situation giving rise to the relief, and Contractor waives its rights to seek relief for any such event or situation.

7.11 Owner Rights

7.11.1 Owner reserves the right to rescind or shorten any time extension previously granted, if subsequently, the Owner determines that any information provided by Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for Excusable Delay. Notwithstanding the above, Owner will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

7.11.2 In the event of an Excusable delay to the completion date, Owner reserves the right, at any time, to direct the Contractor to accelerate the performance of the work so as to eliminate or reduce the projected delay, for which Contractor shall be compensated. Any revision to the projected Substantial Completion date that

may result from such an acceleration directive shall become the new Substantial Completion date.

7.12 Extension of Time Not Cumulative

7.12.1 In case the Contractor shall be delayed at any time or for any period by two or more causes for an extension of time, the Contractor shall not be entitled to a separate extension of time for each one of the causes but only one period of extension will be granted for the delay.

7.13 No Contractor's Damages for Delay

7.13.1 The Contractor agrees to make no claim for compensation or damages for delay of any kind in the performance of this Agreement on behalf of itself or its Subcontractors, except to the extent directly caused solely by any act or omission of the Owner or any of their employee which directly impacts the Substantial Completion date and is permitted pursuant to an approved request for Change Order by Contractor for Contractor's direct, out-of-pocket costs pursuant to Section 9.5 below, ("Compensable Delays") and Contractor agrees that, except as to such Compensable Delays, such claim shall be compensated for solely by an extension of time to complete the performance of the work as provided in this Agreement. In this regard, Contractor alone hereby specifically assumes the risk of non-compensable delays. Additionally, except for Compensable Delays, Contractor shall not be entitled to compensation or damages for delay of any kind relating to the delay of an intermediate milestone date.

7.14 Certification of Submissions

7.14.1 Contractor, under penalty of perjury, shall furnish and execute, contemporaneously with each submission above, a certification by Contractor and its Subcontractors that:

7.14.1.1 The submission is made in good faith.

7.14.1.2 Supporting data are accurate and complete to the best of Contractor's and/or Subcontractor's knowledge and belief; and

7.14.1.3 The adjustment to the Contract Time(s) requested accurately reflects the adjustment for which Contractor believes Owner is liable.

7.15 Duty to Proceed

7.15.1 No dispute between Contractor and Owner, including but not limited to those relating to entitlement or time associated with Contractor's proposed extension of time request, shall interfere with the progress of the work. Contractor shall have the duty to diligently proceed with the work in accordance with Owner's instructions despite any dispute. Contractor's sole recourse in the event of a dispute will be to pursue its rights under the Resolution of Disputes (Article 10) of this Agreement.

7.16 Burden of Proof

7.16.1 Contractor shall bear the burden of proof in establishing its entitlement to relief under this Article 7, including but not limited to adjustments in the Agreement Price and/or Agreement Time(s).

7.17. Intermediate Milestone Delays - Self-Help Option & Reimbursement Costs

7.17.1. Contractor acknowledges and agrees that Contractor shall diligently complete the Work and Services, including, without limitation, to provide Owner with written evidence as required under this Agreement and at Owner's request demonstrating that Contractor is on schedule to complete each milestone required under this Agreement. In addition, if at any time on or prior to the completion by Contractor of each of the Construction Sequence Complete milestones, the Outage Complete milestones or the Installation and Testing Complete milestones, as each such milestone is defined on Schedule C to this Agreement (collectively, the "Intermediate Milestones"), the Contractor neglects, fails, or refuses to demonstrate to the Owner that the Work or Services associated with each of the Intermediate Milestones will be timely completed by Supplier in accordance with the Agreement, then owner will provide written notice of Contractor's failure to perform the Work. Upon receipt of such notice, Contractor shall be required to issue a recovery plan to Owner within 5 working days from the date of such notice. Contractor shall demonstrate to Owner that the execution of such recovery plan will bring the Contractor's execution of the Work in line with the Project schedule within 30 calendar days of the date of the Owner's Notice of Contractor's failure to perform the Work. If Contractor cannot reasonably demonstrate to Owner that the execution of such recovery plan has brought the Contractor's execution of the Work in line with the Project schedule, then Owner may immediately exercise all remedies under this Agreement and Applicable Law. Without limiting the foregoing, the Owner's remedies for failure to timely complete each of the Intermediate Milestones include, but are not limited to, utilizing Owner's own forces (directly or through a

consultant/contractor) at Owner's election in its sole discretion to re-direct the Contractor's efforts or for Owner to (directly or through a consultant/contract) takeover element(s) of the Work from Contractor as Owner deems necessary to mitigate any delays in one or more Intermediate Milestones(hereinafter, the "Self-Help Option"). For purposes of clarity, the Owner's election to exercise the Self-Help Option in the foregoing sentence to utilize forces for such mitigation efforts shall immediately allow Owner to seek reimbursement from Contractor for all costs and expenses arising out of the election and performance of the Self-Help Option (collectively, the "Reimbursement Costs"), and Owner shall be entitled to draw funds, at the discretion of the Owner, from the Performance and Payment Bond in accordance with Article 8.5 of the Agreement for such Reimbursement Costs. A reference to any "Applicable Law" means such applicable law as amended, modified, codified, replaced or re-enacted, and all rules and regulations promulgated thereunder.

7.17.2. Any Self-Help Option exercised by Owner and payment of the Reimbursement Costs shall neither relieve the Contractor of any of its obligations set forth in this Agreement, nor prejudice Owner's rights under the Agreement or Applicable Law.

7.17.3. Nothing set forth in this Section 7.17 shall obligate Owner to exercise any such option or to utilize Owner's forces to mitigate delays for Supplier's failure to meet the Intermediate Milestones.

7.18. Delay Liquidated Damages.

7.18.1. If the Contractor neglects, fails, or refuses to complete the Work within the time specified for any Intermediate Milestone or Substantial Completion in this Agreement, then the Contractor does hereby agree to pay to the Owner, as liquidated damages ("Delay Liquidated Damages") and not as a penalty, (i) with respect to the time specified for any Intermediate Milestone, the sum as calculated for the applicable Intermediate Milestone on Schedule C attached to this Agreement, and (ii) with respect to the time specified for Substantial Completion, the sum of one half of one percent (0.5%) of the total Agreement Price for each calendar week beyond the Substantial Completion Date in this Agreement until Substantial Completion is achieved.

7.18.2. Such Delay Liquidated Damages for the individual Intermediate Milestones shall never exceed ten per cent (10%) of the total value of the applicable Intermediate Milestone Price set forth on Schedule C and, provided however that Owner shall be entitled to terminate the Agreement and corresponding Purchase Order in the

event the Contractor has failed to reasonably demonstrate the ability to achieve Substantial Completion within thirty (30) days after the Delay Liquidated Damages cap set forth herein has been exceeded. In no event shall the payment of any Delay Liquidated Damages excuse Contractor from performance of any of its other obligations under this Agreement or prejudice Owner's rights under the Agreement or Applicable Law.

7.18.3. The said amount is fixed and agreed on by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the true value of the damages which the Owner will sustain by failure of the Contractor to complete the Work on time, such as loss of revenue, service charges, interest charges, delays caused to other construction activities of Owner by failure to perform this Contract, and other damages, some of which are indefinite and not susceptible of easy proof. The Delay Liquidated Damages amount is agreed to be a reasonable estimate of the amount of damages which the Owner will sustain and said amount shall be deducted from any monies due or that may become due to the Contractor. If monies owed to Contractor under this Agreement are insufficient to cover said Delay Liquidated Damages, then the Contractor shall pay the amount of the difference.

7.18.4. This Article shall survive the completion or earlier termination of this Agreement.

ARTICLE 8 - PAYMENTS

8.1 Agreement Price. The Agreement Price is defined in Schedule D (Compensation). Any additional Work that has not been defined in the PayCUs, or changes to the Work that is defined in the PayCUs shall be paid in accordance with Article 9 (Changes in the Work).

The Schedule of Values shall be determined as set forth in Schedule D.

8.2 Payments. On or before the tenth day of each month, or as otherwise agreed by the parties in writing, the Contractor shall submit to the Owner an itemized invoice showing the percentage and value of the Work completed during the previous month, including materials received and stored on the job Site. Each invoice shall be accompanied by the Contractor's waiver and release in the form of Schedule K-1 or Schedule K-2 for final invoice.

Thirty (30) days after acceptance of the invoice, the Owner shall make payment to the Contractor of ninety-five percent (95%) of the undisputed amount. As additional security for the faithful performance of the Contractor's obligations set forth in this Agreement,

Owner shall deduct and retain from all progress payments five percent (5%) of the undisputed invoice amount ("Retention")- The Owner may, from time to time, review the Retention in view of a potential agreement to a reduction of the percentage withheld.

Payment may be withheld and may be paid directly to third parties in accordance with Article 8.3 if Contractor has failed to comply with its lien obligations under Schedules K-1 or Schedule K-2, as applicable.

Upon the Owner's receipt of the fully executed Certificate of Substantial Completion and Contractor's successful completion of items (b) through (f) as stated in Schedule M of the Agreement, then the balance of the Retention held by Owner shall be returned to the Contractor.

The final payment shall not become due until the Contractor submits to the Owner (i) an Affidavit that all Contractor's payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or its property might in any way be responsible, have been paid or otherwise satisfied, and (ii) consent of surety, if any, to final payment, and data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of this Agreement, to the extent and in such form as indicated in Article 8.2 and Schedules K-1 or K-2, as applicable. If any subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees provided that Contractor has failed to remove any such lien within a reasonable time after being notified of its filing.

The Contractor warrants that title to all Work covered by an invoice, whether incorporated in the project(s) identified as a part of Schedule B or not, will pass to the Owner upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 8 as "liens"; and that subject to Owner's continued obligation to make payments owed, no Work covered by an invoice will have been acquired by the Contractor, or by any other person performing the Work at the Site or furnishing materials and equipment for the Work, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor, or its Subcontractors or Sub-Subcontractors.

- 8.3 Payments Withheld. The Owner may withhold, or, on account of subsequently discovered evidence, nullify the whole or part of any invoice to such extent as may be necessary to protect itself from loss on account of:

- 8.3.1 defective Work not remedied;
- 8.3.2 third party claims filed or reasonable evidence indicating probable filing of such claims which Contractor has failed to remove within a reasonable period of time after receiving notice of such;
- 8.3.3 failure of the Contractor to make payments due to Subcontractors, its Subcontractors or employees;
- 8.3.4 reasonable indication that the Work will not be completed within the Agreement Time;
- 8.3.5 prosecution of Work that does not comply with this Agreement;
- 8.3.6 failure of the Contractor to submit estimates of partial payments, or lack of accurate supporting data;
- 8.3.7 invoicing which is incorrect; or
- 8.3.8 breach of any material term or condition of this Agreement.

When the above grounds are removed, payment shall be made for such amounts withheld.

- 8.4 Payment Disclaimer. In no event shall payment or partial payment by Owner for any material or service rendered by Contractor be construed as Owner's acceptance of that material or service. Such payment by Owner to Contractor in no way releases Contractor from any of its obligations under this Agreement.

If after Substantial Completion of the Work and occurrence of the Commercial Operation or Final Completion thereof is materially delayed through no fault of the Contractor, the Owner shall, without terminating this Agreement, make payment of the balance due for that portion of the Work fully completed.

The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

- 8.4.1 outstanding liens;
- 8.4.2 faulty, defective, or nonconforming Work;
- 8.4.3 failure of the Work to comply with the requirements of this Agreement, or
- 8.4.4 terms of any warranties or guarantees required by this Agreement.

The acceptance of final payment shall constitute a waiver of all payment claims by the Contractor except those previously made in writing and still unsettled.

8.5 Financial Security for Performance.

8.5.1 Performance and Payment Bond. As financial security for Contractor's faithful performance of its obligations hereunder, the Contractor shall deliver to the Owner, at the address for the Owner set forth in Schedule E, and keep in force through Substantial Completion, a performance and payment bond guaranteeing that the Contractor will perform its obligations under this Agreement and will pay for all labor and materials furnished for the Work, as well as make any payments required under this Agreement. Such bonds: (i) shall be issued in a form as set forth in Schedule N-1 and are reasonably acceptable to Owner by a surety company licensed to transact business in the State of New York and named on the current list of surety companies acceptable on federal bonds; (ii) shall be submitted to the Owner for approval as to form; (iii) shall name the Owner as obligee; and (d) shall be in an amount equal to at least one hundred percent (100%) of the Agreement Price (as the same may be adjusted from time to time pursuant to this Agreement). The Contractor shall deliver the executed, approved bonds to the Owner prior to the commencement of the Work as defined in Articles 7.1 and 7.2.

8.5.2 Warranty Bond. After Substantial Completion has been achieved, the Contractor shall deliver to the Owner, and keep in force through the Warranty Period, a warranty bond in an amount equal to at least one hundred percent (100%) of the Agreement price. Such bonds: (i) shall be issued in a form as set forth in Schedule N-2 and are reasonably acceptable to Owner by a surety company licensed to transact business in the State of New York and named on the current list of surety companies acceptable on federal bonds; (ii) shall be submitted to the Owner for approval as to form; and (iii) shall name the Owner as obligee. The performance and payment bonds will be released upon Owner's receipt of the executed and approved warranty bond.

8.5.3 If at any time a surety company on any bonds is declared bankrupt, files a voluntary petition for bankruptcy, loses its right to transact business in New York, or is removed from the list of surety companies accepted on federal bonds, the Contractor or Subcontractor shall immediately notify the Owner, and within five (5) days thereafter, substitute an acceptable bond (or bonds) in such form as may be reasonably acceptable to Owner. If a surety company is, in the reasonable opinion of Owner, insolvent, the Contractor or Subcontractor shall within five (5) days after notice from Owner to do so, substitute an acceptable bond (or bonds) in such form as may be reasonably acceptable to Owner. Such replacement surety

company and bond shall meet the requirements set forth in this Article 8.5. No further payments from the Owner shall be deemed due and owing nor shall they be made until the replacement surety company has furnished an acceptable bond to the Owner.

This Article shall survive the completion or earlier termination of this Agreement.

ARTICLE 9 - CHANGES IN THE WORK

9.1. Owner's Right to Make Changes

- 9.1.1. Without invalidating this Agreement, Owner may by written order, at any time and from time-to-time, authorize and/or request changes in, additions to, or deletions in the work, including but not limited to those involving changes in, additions to, or deletions: (i) in the Agreement documents; (ii) in the method, manner, sequence and time of performance of the work; (iii) in Owner-furnished services or deliverables; or (iv) directing acceleration of the work. Excluding requests by Owner for changes under Federal, State (New York State the State of Maine as applicable) and local Governing Laws and directives, if Owner proposes making a change in the work, Owner shall advise Contractor in writing and Contractor shall follow the processes set forth in Article 9.3 below.
- 9.1.2. No oral instruction, order or statement by Owner shall constitute a change under this Agreement. If Contractor believes that any oral instruction, order or statement by Owner may result in a change in the work or require an adjustment in the Agreement Price or the Agreement Time(s), Contractor shall request that the oral instruction, order or statement be given in writing and shall thereafter comply with the provisions of this Agreement.
- 9.1.3. Owner may request minor changes in the work that do not involve an adjustment in the Agreement Price or Contract Time(s), and do not materially or adversely affect the work. If the Contractor disputes that such order involves a minor change, Contractor shall notify Owner in accordance with the provisions of Article 9.5.
- 9.1.4. A Change Order signed by Owner and Contractor indicates an agreement between Owner and Contractor regarding scope of the change in the work, and the agreed adjustment to the Agreement Price, Agreement Time(s), or any other requirement of the Agreement Documents. Unless specifically stated to the contrary in the Change Order, an executed Change Order shall constitute the final and complete compensation and satisfaction for all costs and schedule impacts related to: (i) the implementation of the changes that are subject of the Change Order; and (ii) the

cumulative impact of effects resulting from such changes on all prior work and changes in the work to be performed as scheduled.

9.1.4.1. The cost or credit to the Owner resulting from a mutually agreed to change in the Work shall be determined in one or more of the following ways:

9.1.4.2. By mutual acceptance of a lump sum firm fixed price;

9.1.4.3. By PayCU pricing as stated in this Agreement or subsequently agreed upon;
or

9.1.4.4. On a time and materials basis employing a fixed multiplier as stated in this Agreement.

9.2. Differing Site Conditions. Should concealed conditions encountered in the performance of the Work below the surface of the ground be at variance with the conditions indicated by this Agreement or should unknown physical conditions below the surface of the ground of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement be encountered, the Agreement Price shall be equitably adjusted by change order made by either party in accordance with the provisions in this Article 9 of the Agreement.

9.3. Owner's Notice of Proposed Change Procedure

9.3.1. Contractor shall, within fourteen (14) calendar days after receipt of a notice of a proposed Owner change, prepare and submit to Owner in writing the information set forth in Article 9.5.2 below. Owner shall use commercially reasonable efforts to review Contractor's submittal with Contractor within thirty (30) days of its receipt of such submittal. If the Parties reach agreement on the terms of Owner's proposed change and Owner elects to proceed with such change, a Change Order shall be executed by the Parties. If the Parties are unable to reach agreement on the terms of the proposed change, Owner shall have the right, in its sole discretion, to direct Contractor to proceed with the change by issuing a Directive Letter to Contractor in accordance with Article 9.6 below.

9.3.2. Contractor's failure to provide the written statements in the manner and time required by this Article 9.3 shall constitute a conclusive presumption that no price or time adjustment, or other relief, is claimed or warranted for the event or situation giving rise to the relief, and Contractor waives its rights to seek relief for any such event or situation.

9.4. Owner's Right Not to Undertake a Proposed Change

- 9.4.1. Owner shall have the right, at anytime and at its sole discretion, not to undertake any proposed change. If Owner elects not to undertake a proposed change for which the Contractor performed services in developing its submittal under Article 9.3, Contractor shall be paid its reasonable services costs incurred for such submittal.

9.5. Contractor's Proposed Change Orders

- 9.5.1. If Contractor believes that it is entitled under the Agreement Documents to an adjustment to the Agreement Price, Agreement Time(s), or other relief due to any event or situation arising out of or related to the work (including but not limited to alleged Excusable Delays, disputes over Owner's instructions or interpretation of the Agreement Documents), Contractor shall, within seven (7) calendar days after Contractor knows, or should have reasonably known, of such event or situation giving rise to the requested relief, submit to Owner a written notice labeled "Notice of Proposed Change Order." The Notice of Proposed Change Order shall describe the general nature of the event or situation and, if such Notice involves Excusable Delay, the probable duration thereof.
- 9.5.2. Contractor shall, within fourteen (14) calendar days after providing Owner with a Notice of Proposed Change Order, submit to Owner in writing a proposal that includes: (i) a description of the facts, circumstances and contractual basis for the relief sought, with sufficient specificity for Owner to assess the matter; (ii) the cost data supporting any proposed lump sum adjustments to the Agreement Price; and (iii) the scheduling information, including but not limited to a CPM-based Time Impact Analysis required under Schedule of Work Article 7.7 to support any request for adjustment to the Agreement Time(s).
- 9.5.3. Within thirty (30) days of receipt of all such information and documentation, Owner shall advise Contractor of its decision on such requested Change Order; except that, where it is not reasonably practicable for Owner to render such decision in the thirty (30) day period, it shall, prior to the expiration of such period, advise the Contractor that it will require additional time and the approximate date upon which it expects to render such decision.
- 9.5.4. If Owner believes that Contractor's request is justified, in whole or in part, Owner shall advise Contractor and an appropriate Change Order shall be executed. If the Parties are unable to reach agreement on the terms of the proposed change, Owner shall have the right, in its sole discretion, to direct Contractor to proceed with the change by issuing a Directive Letter to Contractor in accordance with Article 9.6 below.

9.5.5. Contractor's failure to provide the written statements in the manner and time required by this Article 9.5 shall constitute a conclusive presumption that no price or time adjustment, or other relief, is claimed or warranted for the event or situation giving rise to the relief, and Contractor waives its rights to seek relief for any such event or situation.

9.6. Directive Letters

9.6.1. If the Parties are unable to reach agreement on the terms of: (i) a proposed Owner change under the process set forth in Section 2 above; or (ii) a Contractor's Notice of Proposed Change Order under the process set forth in Article 9.5 above, then Owner may, in its sole discretion, issue to Contractor a Directive Letter that directs Contractor to proceed in accordance with the terms of the Directive Letter. Contractor shall fully comply with all Directive Letters. In the event of (i) above, Owner shall compensate Contractor for performing such work on a time and materials basis as set forth in Section 9.12 below. In the case of (ii) above, Contractor's sole recourse shall be to follow the processes set forth in the Resolution of Disputes (Article 11) of this Agreement.

9.7. Certification of Submissions

9.7.1. Contractor, under penalty of perjury, shall furnish and execute, contemporaneously with each submission above, a certification by Contractor and its Subcontractors that:

9.7.1.1. The submission is made in good faith.

9.7.1.2. Supporting data are accurate and complete to the best of Contractor's and/or Subcontractor's knowledge and belief; and

9.7.1.3. The adjustment to the Agreement Price and/or Agreement Time(s) requested accurately reflects the adjustment for which Contractor believes Owner is liable.

9.8. False Claims

9.8.1. Contractor further acknowledges and agrees that if it submits a false claim, on behalf of itself or a subcontractor or another party, Contractor, in addition to any sanctions contained in this Agreement, may be subject to civil penalties, damages, debarment, and criminal prosecution in accordance with applicable law(s). Contractor shall be liable to Owner and shall pay it for the actual costs incurred by Owner in investigating, analyzing, negotiating or resolving any claim for costs or

damages submitted by the Contractor which is determined to be false or to have no basis in law or in fact.

9.9. Duty to Proceed

9.9.1. No dispute between Contractor and Owner, including but not limited to those relating to entitlement, cost or time associated with Contractor's Proposed Change Order shall interfere with the progress of the work. Contractor shall have the duty to diligently proceed with the work in accordance with Owner's instructions despite any dispute, including but not limited to those events where the Parties are in disagreement as to whether instructions from Owner constitute a change to the Agreement and justify adjustments to the Agreement Price and/or Agreement Time(s). Contractor's sole recourse in the event of a dispute will be to pursue its rights under the Resolution of Disputes (Article 11) of this Agreement.

9.10. No Request for Relief after Final Payment

9.10.1. No request for relief shall be allowed if asserted after the issuance of final payment for the Services under this Agreement.

9.11. Burden of Proof

9.11.1. Contractor shall bear the burden of proof in establishing its entitlement to relief under this Article 9, including but not limited to adjustments in the Agreement Price and/or Agreement Time(s).

9.12. Time and Materials Adjustments to the Agreement Price

9.12.1. If Owner has issued a Directive Letter to Contractor to proceed with the work, then Contractor shall be paid for the costs as set forth herein associated with the work defined in the Directive Letter on a time and materials basis provided that such costs are: (i) reasonably and properly incurred by Contractor; (ii) reasonably documented; (iii) those costs that would not have been incurred but for the change in the work or, in the case of Contractor's Proposed Change Order claims under Article 9.5 above, the events or circumstances for which Contractor is entitled to relief in accordance with the provisions of said Article 9.5 above.

9.12.2. Labor. The Cost of labor for services, whether provided by Contractor or a Subcontractor of the Contractor will equal the provided labor rates in accordance with Schedule D-I.

- 9.12.3. Other Direct Costs. Contractor and its Subcontractors shall be entitled to the recovery of necessary expenses for other direct costs incurred in performing the work of a Change Order, provided that such costs are not included in the Contractor's or Subcontractor's indirect costs or overhead rate.
- 9.12.4. Subcontractor Markup. When the above work pursuant to a Change Order is performed by a subcontractor, the Contractor shall be entitled to the fully burdened rates as established in the PayCU's defined in the bid form (Schedule D-1).

ARTICLE 10 - CLAIMS

10.1 Additional Provisions Relating to the Prosecution of Claims for Monetary Damages

- 10.1.1. Except as otherwise provided in this Agreement, if Contractor claims or intends to claim compensation for any damage or loss sustained by reason of any act, neglect, fault or default of Owner, Contractor shall, within seven (7) calendar days after Contractor knows, or should have reasonably known, of such event or situation giving rise to the claim, submit to Owner a written "Notice of Claim." The Notice of Claim shall describe the general nature of the claim and the extent of the damage sustained.
- 10.1.2. Contractor shall, within fourteen (14) calendar days after providing Owner with a Notice Claim, submit to Owner in writing a proposal that includes: (i) a description of the facts, circumstances and contractual basis for the relief sought, with sufficient specificity for Owner to assess the matter; and (ii) the cost data supporting any proposed lump sum adjustments to the Agreement Price.
- 10.1.3. Within thirty (30) days of receipt of all such information and documentation, Owner shall advise Contractor of its decision on such requested claim; except that, where it is not reasonably practicable for Owner to render such decision in the thirty (30) day period, it shall, prior to the expiration of such period, advise the Contractor that it will require additional time and the approximate date upon which it expects to render such decision.
- 10.1.4. If Owner believes that Contractor's request is justified, in whole or in part, Owner shall advise Contractor and an appropriate Change Order shall be executed. If Owner disputes Contractor's request, and the Parties are unable to resolve the dispute, such dispute shall be resolved in accordance with the provisions of the Resolution of Disputes (Article 11) in this Agreement.

10.1.5. Contractor's failure to provide the written statements in the manner and time required by this Article 10.1, unless otherwise agreed to in writing by the Owner, which shall not be unreasonably withheld or delayed, shall constitute a conclusive presumption that no price or time adjustment, or other relief, is claimed or warranted for the event or situation giving rise to the relief, and Contractor waives its rights to seek relief for any such event or situation.

10.2. Certification of Submissions

10.2.1. Contractor, under penalty of perjury, shall furnish and execute, contemporaneously with each submission above, a certification by Contractor and its Subcontractors that:

10.2.2 The submission is made in good faith.

10.2.3 Supporting data are accurate and complete to the best of Contractor's and/or Subcontractor's knowledge and belief; and

10.2.4 The adjustment to the Agreement Price requested accurately reflects the adjustment for which Contractor believes Owner is liable.

10.3. False Claims

10.3.1. Contractor further acknowledges and agrees that if it submits a false claim, on behalf of itself or a Subcontractor or another party, Contractor, in addition to any sanctions contained in this Agreement, may be subject to civil penalties, damages, debarment, and criminal prosecution in accordance with applicable law(s). Contractor shall be liable to Owner and shall pay it for the actual costs incurred by Owner in investigating, analyzing, negotiating or resolving and claim for costs or damages submitted by the Contractor which is determined to be false or to have no basis in law or in fact.

10.4. Burden of Proof

10.4.1. Contractor shall bear the burden of proof in establishing its entitlement to relief under this Article 10, including but not limited to adjustments in the Agreement Price and/or Agreement Time(s).

10.5. No Request for Relief after Final Payment

10.5.1. No request for relief shall be allowed if asserted after the issuance of final payment for the Services under this Agreement.

ARTICLE 11 - RESOLUTION OF DISPUTES

11.1 Request for Negotiations

11.1.1 If a dispute arises out of, or in connection with this Agreement, and the parties do not resolve some or all of the dispute through discussions, then:

11.1.2 Within fourteen (14) calendar days from the last discussion of the dispute or disputed issues which still remain unresolved, written notice containing a request to negotiate shall be given by either party to the other(s).

11.1.3 Negotiations shall occur first between authorized representatives of the Contractor and the BES Program representing the Owner who are in a supervisory role of the Project Management of the Contract. If the representatives do not resolve some or all of the issues in the dispute within thirty (30) calendar days after the negotiations have been initiated, then without further delay, written notice shall be given by either party to the other(s) in an attempt to resolve the issues in dispute through a second level of negotiations in a meeting between a Vice President of the Contractor and a Vice President of the Owner (each such person, a "Vice President").

11.1.4 All information exchanged during these negotiations shall be regarded as "without prejudice" communications for the purpose of settlement negotiations and shall be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the negotiations.

11.1.5 If the Parties do not resolve some or all of the issues in dispute through a second level of negotiations in the Vice President's meeting within thirty (30) calendar days after the negotiations have been initiated, then each Party, without further delay, shall have the right to submit the Dispute to court in accordance with the following procedures outlined in this Article 11.

11.2 Governing Law

11.2.1 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 12 - MISCELLANEOUS PROVISIONS

- 12.1 Governing Law. This Agreement shall be governed by and construed according to the laws of the State of New York.
- 12.2 Non-Assignment. The Contractor shall not assign this Agreement in whole or in part nor any right hereunder without the prior written consent of Owner. The assignment by the Contractor of this Agreement or any interest therein, or of any money due or to become due by reason of the terms hereof without the prior written consent of Owner shall be void.
- 12.3 Cleaning Up. The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Work the Contractor shall remove from the Owner's property, and from all public and private property, all temporary structures, rubbish and waste materials, tools, construction equipment, machinery, and surplus materials, leaving the Site smooth, clean and true to line and grade.
- 12.4 Interest. Any moneys not paid when due to either party under this Agreement shall bear interest at the legal rate in force in the State of New York.
- 12.5 Subcontracts. If Contractor 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 Contractor, and Contractor 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 Owner and any subcontractor or any sub-subcontractor.

The Contractor shall submit a list of those work items which it plans to subcontract and the names of Contractor's subcontractors proposed for the work. The Owner shall promptly notify the Contractor in writing if, after due investigation, Owner has reasonable objection to any subcontractor on such list and does not accept it. Failure of the Owner to make objection promptly shall constitute acceptance of such subcontractor. Copies of all subcontracts shall be furnished to Owner. Contractor's subcontractor may not be changed except at the request of or with the written approval of the Owner.

- 12.6 Separate Agreements. The Owner may award other agreements in connection with other portions of the Project. The Contractor shall cooperate with other contractors with regard to storage of materials and equipment and the execution of their work. It shall be the Contractor's responsibility to inspect all work by other contractors affecting its Work

and to report to the Owner any irregularities which will not permit it to complete its Work in a satisfactory manner. The Contractor shall not be responsible for defects of which Contractor could not have known, which develop in the work of others after the Work is completed.

Should the Contractor cause damage to the work or property of any separate contractor on the Project, the Contractor shall, upon due notice, settle with such separate contractor by agreement or arbitration, if Contractor will so settle. If such separate contractor sues the Owner or initiates an arbitration proceeding on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor who shall defend such proceedings according to Contractor's indemnification obligations.

12.7 Taxes.

12.7.1. All payments of sales and use tax on all purchases of tangible personal property for resale to the Owner pursuant to this Agreement shall be made by the Contractor.

12.7.2. The Contractor, with respect to its own employees agrees to assume full responsibility for the payment of any federal or state payroll taxes, or contributions, for unemployment insurance, old age pensions, annuities, and the like, in conformity with existing social security laws, and to indemnify the Owner against any liability therefor.

12.8 Delivery of Material and Equipment. It is the responsibility of the Contractor under this Agreement to deliver and bear all costs associated with (1) the delivery of all Contractor-supplied materials and equipment to the Work Site, and (2) the delivery of all Owner-supplied materials and equipment from designated Owner warehouse locations to the Work Site. Such delivery responsibilities ("Logistics") include but are not limited to the pick-up, transportation, unloading, and the storage and maintenance of security for all Contractor-supplied and Owner-supplied materials and equipment at the Work Site. The Logistics shall be carried out by the Contractor as expeditiously as possible. If, in the opinion of the Owner, failure of the Contractor to expeditiously carry out such Logistics will interfere with the progress of the Work, the Owner may engage directly or introduce a third party to provide such Logistics at the Contractor's expense and the Contractor shall reimburse the Owner for the actual cost thereof plus overhead.

All loss or damage to the materials or equipment to be furnished by the Owner incurred during the Contractor's carrying out of the Logistics shall be remedied by the Contractor up to the point of passage of risk of loss to Owner.

All loss or damage to the material or equipment to be furnished by the Contractor, shall be remedied by the Contractor up to the point of passage of risk of loss to Owner.

12.9 Wages and Hours. Wage rates established at the beginning of the Work will not be changed without the approval of the Owner. The Work will be performed on a 40-hour week basis insofar as possible and no overtime will be worked without prior approval of the Owner. This Article 12.9 shall not be applicable in the event that this Agreement provides for a lump-sum or unit price agreement for the Work.

12.10 Work Records. It is understood and agreed that job accounting, job costs keeping and the scheduling and purchasing of materials to be made a part of the Work or incidental thereto will be carried on in accordance with the Owner's instructions. The Owner may have a field auditor representing it in the work office on the work Site for the purpose of facilitating the foregoing and the Contractor will give him such assistance and cooperation as the Owner shall require. All payrolls entering directly into the cost of the Work shall be carried in the name of the Contractor. This Article 12.10 shall not be applicable to lump-sum or unit price portions of the Work.

12.11 Limitation of Liability.

12.11.1 To the fullest extent permitted by law, neither party shall be liable to the other party for any special, indirect, punitive, exemplary, incidental or consequential damages resulting in any way from the performance of the services hereunder, including lost profits or other business interruption damages, whether based in contract, warranty, tort, negligence, strict liability, or otherwise, and whether suffered by Owner, Contractor or by any of its subcontractors, under or in respect to this Agreement or for any failure or performance related to this Agreement howsoever caused; provided the foregoing shall not apply to (a) Contractor's liability for fraud, gross negligence, willful misconduct or breach of its confidentiality obligations hereunder, or (b) to the extent the effect of this Section would prevent an insurer from paying insurance proceeds that would, but for this Section, be payable by that insurer.

12.11.2 Any damages expressly permitted under Section 7.18 Delay Liquidated Damages are not deemed to be consequential damages under this Section 12.11.

12.11.3 Except for Contractor's liability arising out of (a) Contractor's fraud, gross negligence, willful misconduct, abandonment of the work or violation of applicable law, (b) Contractor's breach of its confidentiality obligations hereunder (c) Contractor's indemnification obligations for third-party claims, (b) the payment of proceeds of insurance required to be provided by Contractor hereunder, or (e) Reimbursement Costs under Section 7.17 , the Contractor's maximum aggregate liability under or in respect to this Agreement shall not exceed the Agreement Price.

12.12 Interference with Operations. Interference with normal operation of the Owner's plant or equipment, and that of all contractors or subcontractors on the work Site, shall be avoided wherever possible. The Contractor shall not operate any of the Owner's plant or equipment or control devices, or those of any other contractor or subcontractor on the work Site except at the direction of and under the direct supervision of the Owner.

12.13 Setoff. In the event Contractor owes money to the Owner or has defaulted under this Agreement or under any other agreements with the Owner, or Contractor has failed to pay any amount owed to the Owner whether pursuant to an agreement, a statutory or regulatory fine, the imposition of statutory or regulatory damages, or through the prosecution of the work in this Agreement including, but not limited to Liquidated Damages or otherwise (collectively, the "Obligations"), the Owner may, at its option, setoff and/or net any or all such Obligations against any amounts owed by the Owner to the Contractor. In the event that the amount owed by the Owner shall become less than the amount of Obligations of Contractor, the Contractor shall pay the difference upon demand by Owner.

12.14 Equal Opportunity. Contractor shall comply, to the extent applicable, with Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Rehabilitation Act of 1973, as amended, and any regulations, and reporting requirements implemented thereunder. The equal opportunity and affirmative action clauses contained in Title 41, Chapter 60, Sections 1.4, 250.4, and 741.3 of the Regulations of the U.S. Department of Labor, Office of Federal Contract Compliance, and any section or sections superseding or amending the same, are hereby incorporated by reference and made a part hereof as though fully set forth herein.

Contractor and each of its subcontractors (if any) shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

12.15 Entire Agreement. This Agreement constitutes the entire agreement between the parties for the Work to be performed hereunder, and supersedes any prior communications, whether written or oral, between the parties as to such services.

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

- 12.16 Waiver. No waiver, alteration, consent, amendment or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the party to be bound.

- 12.17 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.

- 12.18 Failure to Complain. Unless otherwise provided in this Agreement, the failure of any party hereto to complain of any act or omission on the part of the other party hereto, no matter how long the same may continue, shall not be deemed a waiver by said party of any of its rights hereunder. No waiver by any party hereto at any time, express or implied, of any default or of any breach or modification of any provision of this Agreement shall be deemed a waiver of default, breach or modification of any other provision of this Agreement or a consent to any subsequent default, breach or modification.

- 12.19 Severability; Survival. In the event any provision hereof shall be declared invalid, that provision shall be deemed severable from the remaining provisions of this Agreement, which shall remain in full force and effect. All Articles or provisions of this Agreement with terms containing 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, including, without limitation, provisions relating to indemnification, liability, confidentiality, warranty, etc.

- 12.20 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.

- 12.21 Force Majeure; Impracticability; Excuse. Contractor 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 Contractor, except that adverse weather shall not be deemed a cause beyond the control of Contractor for purposes of this Agreement unless the adverse weather is unusually severe; and provided that the Contractor shall have used its reasonable best efforts, and rendered to Owner prompt notice in writing when it appears that such cause will result in non-performance under this Agreement. If any such non-performance shall threaten to impair Owner's ability to operate, Owner shall have the right at its option and without being under any liability to Contractor to cancel by notice in writing to Contractor the portion or portions of the Work so affected and to take

such compensatory action as may be necessary. Correspondingly, except for the obligation to make payments owed for Work performed, Owner shall be excused for failure of performance herein due to any cause beyond its control and without its fault or negligence.

Owner and Contractor expressly agree, notwithstanding any provision in this Agreement to the contrary, that as of the Effective Date of this Agreement: (i) a COVID-19 pandemic exists worldwide as of the execution date of this Agreement; (ii) the existence of such pandemic, and its effects, now, and foreseeable as of the Effective Date of this Agreement on Contractor's performance under the Agreement, including, without limitation, effects upon pricing, schedule, quantities or specifications, if any, shall not be cause for Contractor to rely upon, invoke, or avail itself to, any rights or remedies under this Agreement, at law, or in equity, for a claim, or an adjustment to the price, schedule, quantities, specifications, or other material terms of this Agreement, including the rights and remedies set forth in this Article 12.21 of this Agreement; (iii) the material terms of this Agreement, particularly terms relating to price, schedule, quantities, availability and specifications, take into consideration, and fully account for, the existence of such currently known, foreseeable and/or encountered effects, now, and for the duration of Contractor's performance under the Agreement; and (iv) such currently known, foreseeable and/or encountered effects shall not render Contractor unable to fulfill any of its obligations under the Agreement, and Supplier shall not have any claim, action or cause of action against Owner or any Company in connection with such currently known and encountered effects, including any claim for frustration of purpose, change in circumstances, economic balance or impossibility. This provision shall survive the completion or earlier termination of this Agreement.

- 12.22 Employee Solicitation. Each Party understands and acknowledges that the other has expended and continues to expend significant time and expense in recruiting and training its employees and that the loss of employees would cause significant and irreparable harm to such Party. To the maximum extent permitted under applicable laws, each Party agrees and covenants not to directly or indirectly solicit, hire, or recruit, or attempt to solicit, hire, or recruit any employee who has been employed by the other or its Affiliates during the term of this Agreement, with whom either Party has had contact in connection with the negotiation, execution, or performance of this Agreement (collectively, "Covered Employee"), or induce the termination of employment of any Covered Employee for a period of two (2) years after the term of this Agreement, and neither Party shall induce or attempt to induce, directly or through an agent or third party, any such Covered Employee to leave the employ of the other or its Affiliates. As used herein, the term "Affiliate" shall mean any person or entity controlling, controlled by, or under common control with the Party through majority stock or other ownership interest, direct or indirect. Notwithstanding the foregoing, nothing in this clause shall directly or indirectly prohibit or restrict either Party from soliciting or hiring another Party's current or future

employees to the extent such prohibition or restriction is prohibited or impermissible under applicable laws.

- 12.23 Ethics. Contractor 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 website (www.avangrid.com).
- 12.24 Performance Monitoring. Owner will evaluate Contractors performance by utilizing Contractor corrective action reports and Contractor performance evaluation reports. The Contractor must provide upon request the OSHA incident rate and Experience modification rate for Owner's review. The Owner's project manager will evaluate the Contractor's performance upon the conclusion of the Work by completing the specified report. The Owner will continuously monitor the Contractor's performance. Performance by a Contractor that is less than desirable may potentially eliminate this Contractor from bidding on future projects.
- 12.25 No Dispute. Contractor covenants 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 Contractor and/or any of Contractor's affiliates and Owner and/or and of Owner 's affiliates.
- 12.26 Contractor Security Requirements. Contractor hereby agrees to comply with the terms and conditions of the Owner's (i) Background Check Requirements attached hereto as Schedule P and made an integral part hereof, and (ii) Data Security Rider attached hereto as Schedule F and made an integral part hereof in its performance of its Work for Owner under this agreement.

Owner Information:

- (1) The term "Owner Information" means all information, in any form: (i) furnished or made available directly or indirectly to Contractor by Owner or its Affiliates, or otherwise obtained by Contractor from Owner or its Affiliates, or (ii) obtained from Owner or Owner's Affiliates in connection with the performance of the Services.
- (2) Owner Information shall be and remain the property of Owner or its Affiliate(s), as appropriate. Contractor shall not possess or assert any lien or other right against or to Owner Information. No Owner Information, or any part thereof, shall be sold, assigned, leased, or otherwise disposed of or to third parties by the Contractor or commercially exploited by or on behalf of Contractor, its employees, or agents.
- (3) Upon Owner's request, the termination or expiration of this Agreement for any reason (including termination for cause) or, with respect to any particular Owner

Information, on such earlier date that the same shall be no longer required by Contractor in order to render the Services, Contractor shall promptly return to Owner such Owner Information (including copies thereof) in a form reasonably requested by Owner or, if Owner so elects, shall destroy such Owner Information.

(4) Contractor shall not use Owner Information for any purpose other than to render the Services.

(5) Contractor shall establish and maintain safeguards against the destruction, loss, alteration, or unauthorized use of Owner Information which are equivalent to those "best practices" employed within the Contractor's industry.

(6) Contractor shall be familiar with and comply with the requirements of the NERC CIP-004 for projects at NYSEG and RGE bulk electric substations (>230Kv). The specific CIP Standard follows:

CIP-004 Excerpt:

R3. Personnel Risk Assessment --The Contractor 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:

- i. R3.1. The Contractor 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 Contractor may conduct more detailed reviews, as permitted by law and subject to existing collective bargaining unit agreements, depending upon the criticality of the position.
- ii. R3.2. The Contractor shall ensure that each assessment conducted includes, at least current residence regardless of duration; and other locations where during the seven years immediately prior to the date of the criminal history records check, the subject has resided for six consecutive months or more. If it is not possible to perform a full seven-year criminal history records check, conduct as much of the seven-year criminal history records check as possible and document the reason the full seven-year criminal history records check could not be performed. The Contractor shall update each personnel risk assessment at least every seven years after the initial personnel risk assessment or for cause.

- iii. R3.3. The Contractor shall document the criteria or process to evaluate the criminal history records for authorizing access.
- iv. R3.4. The Contractor shall document the criteria, process and the results for verifying that personal risk assessments performed for contracts or service vendors are conducted in accordance in R3.1 through 3.3. The results of personnel risk assessments of its personnel, contracts or service vendors 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.
- v. R3.5. The Contractor shall document criteria, process and 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 R3.1 to R3.4 within the last seven years.

12.27 Publicity. In no event shall Owner's or its Affiliates' names and/or logo or the name and/or logo of its parent company be used (whether such use be written or verbal), duplicated, or reproduced by any means whatsoever without the prior written permission of the Owner.

All inquiries by any governmental, business, or other entity, including media, regarding any Work performed or to be performed by Contractor for Owner shall be directed by Contractor to Owner for response.

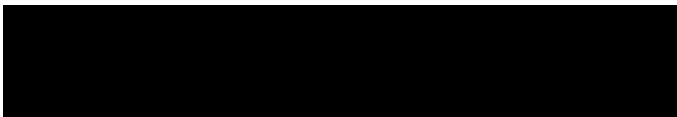
12.28 Utilization of Small Business Concerns. Contractor and Subcontractors of all tiers must comply with section 52.219-8 of the Federal Acquisition Regulation. This policy requires that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, 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.

12.29 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 Contractor (except small business concerns) whose contract is expected to exceed \$650,000 (\$1,500,000 for construction) and has subcontracting possibilities is required to submit an acceptable subcontracting plan to the Owner. 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,

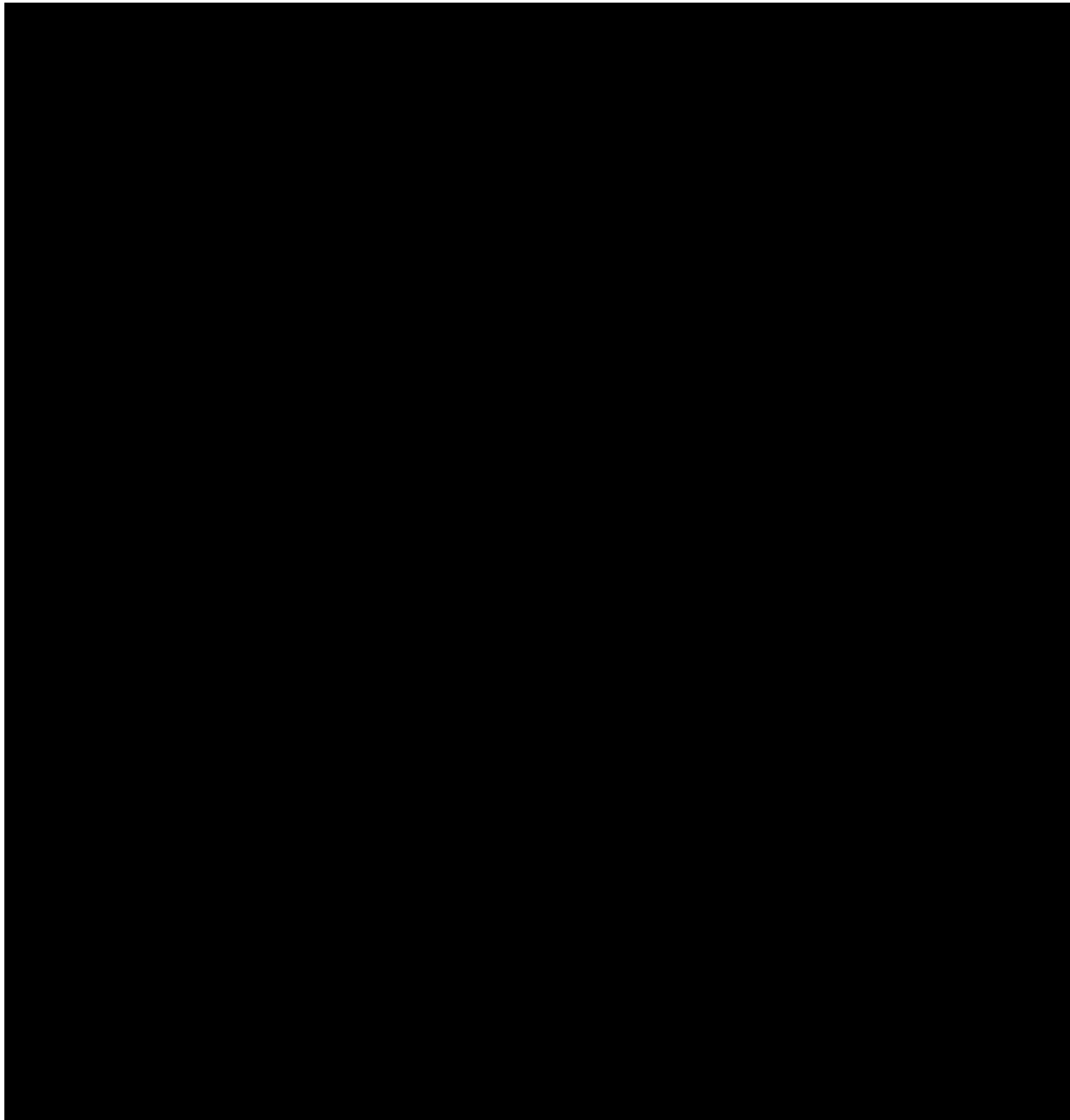
HUBZone, small disadvantaged (SDB), Alaskan Native Corporations, and Indian tribes. If the Contractor fails to submit a plan within the time limit prescribed by the Owner, Owner may terminate this Agreement.

The Contractor 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 \$650,000 (\$1,500,000 for construction) will be required to adopt a plan similar to this plan.

[Signature Page Follows]



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



SCHEDULE A

Companies

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

SCHEDULE B

Services

Supplier shall perform the Services for the (identified at contract award) project(s), in accordance with the Construction RFP Phase I Scope Of Work document BES-0-06-J-0656 Rev 0 Construction Phase 1.3 Fraser RR RFP 09-02-21.pdf dated October 1, 2021 and as set forth in the Agreement Documents.



R E V I S I O N C O N T R O L

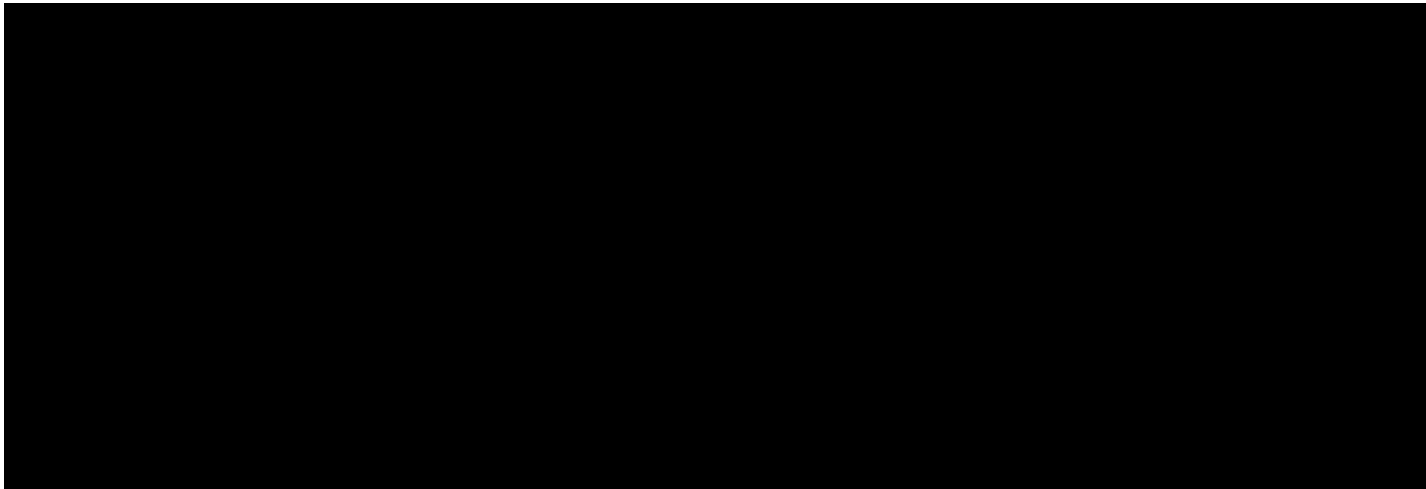
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0	08/30/2021	Initial Release	-

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1. BASIC INFORMATION

PURPOSE:

The purpose of this document is to define the Technical Conditions of Contracting between the selected CONTRACTOR (hereinafter the **CONTRACTOR**) and AVANGRID (hereinafter the **OWNER**) for the substation In Ground, Above Ground and associated lines re-routing and Transmission Lines construction scope of the projects listed below as part of the BES Program.

SCOPE:

The **Scope** will be the In Ground and Above Ground and associated lines re-routing and Transmission Lines Construction Work of projects listed below, part of the BES Program and described in the present document.

RELATED DOCUMENTS:

- Documents related to this Construction Request for Proposal Phase I are referred in point 2.1 Invitation to Bid Documentation
- AVANGRID is providing with this Construction RFP Phase 1.3 initial drawings and estimated quantities for bidding purposes. After Bidders initial proposal submittal, final Detailed Drawings and Quantities will be provided to pre-selected bidders before award.
- The Construction Services Agreement with detailed Commercial Terms is an additional document to this Construction RFP Phase 1.3. This agreement will be provided to the Bidders before Bidders initial proposal submittal.

DEFINITIONS:

- | | |
|--------------------------------|---|
| - OWNER: | AVANGRID which will be the final OWNER and operator of the substation(s) and/or circuit(s) affected by the Project. |
| - Bidder: | The organization submitting the proposal to undertake the described work scope detailed within this RFP document. |
| - Purchase Responsible: | Manager assigned by the AVANGRID Procurement Department for this contract. |
| - CONTRACTOR: | Organization contracted by AVANGRID to supply materials, labor or execute construction. |
| - PROJECT MANAGER: | The OWNER's representative responsible for project management of the project. |



- OWNER Engineering:	OWNER's representative responsible for the design and detailed engineering of the project.
- Field Construction Manager:	OWNER's representative responsible for running all or part of a construction site. They are responsible for overall planning, coordination, and control of the construction from beginning to completion
- PayCU:	A standard construction Pay Compatible Unit associated to an activity or material including a pay code, activity description, unit and pricing.

ABBREVIATIONS:

- RFP: Request for Proposal
- TS: Technical Specification
- TM: AVANGRID's Technical Manual
- ITP: Inspection and Test Plan
- PayCU: Pay Compatible Unit
- AMC: AVANGRID Management Corporation (Procurement Services)
- PA: Purchasing Approval
- PR: Purchase Requisition
- PO: Purchase Order
- PMP: Project Management Plan
- BAFO: Best and Final Offer
- ITEO: Technical Bid Assessment Report
- EDM: Project Electronic Management System (Projectwise)
- PMS: Project Management Services
- OE: OWNER Engineering
- BES: Bulk Electric System



2. INVITATION TO BID

2.1 Invitation to Bid Documentation

The complete listing of documents included with this RFP / tender release are listed per **BES-2-06-L-0621 Rev 0 Construction RFP Phase 1.3 Complete Document List.xlsx**. Should the **BIDDER** not receive all documents and annexes referenced inside documents above mentioned, and the **BIDDER** considers them as needed in order to prepare the bid, the **BIDDER** should request them from the **PROCUREMENT MANAGER**.

2.2 Submission of Bids

This Bid will be managed by means of Avangrid's I-Buy Tender Management System and all bids (technical and economic) shall be sent via this tool.

Bids in which the technical and economic proposals are not duly separated and which are not presented via this tool, may be rejected.

2.2.1 Tender Schedule

The tender targeted schedule is:

- The timeframe for the RFP process and bid submissions is indicated below.

Each substation project is to be comprised of In Ground, Above Ground and Lines Re-Routings. Bidders may submit offers for any or all works together or separately.

AVANGRID will analyze offers received for awarding scenarios including whole projects and individual services and intends to award those that bring the most project management efficiency and economic value to AVANGRID.

2.2.2 Development of Bids

The general information contained in the Standards Specifications is given as a guideline. The **BIDDERS** may make their own studies concerning all those details that might affect the scope of the supply, prices, risks, and obligations of the **BIDDER**.



	Description	Due Date
1.	RFP REV 1 RELEAS TO BIDDERS	OCT 1, 2021
2.	PRE - BID MEETING	OCT 19, 2021
3.	Q&A CLARIFICATIONS SUBMITTAL	
4.	Last day to submit questions	OCT 25, 2021
5.	Last day for responses to the questions	NOV 01, 2021
5.	BIDS SUBMISSION	NOV 12, 2021
	BUSINESS CLARIFICATIONS	NOV 19, 2021?
6.	CLARIFICATION BIDS	NOV 26,2021
7.	BAFO REQUEST	DEC 20,2021
8.	BAFO SUBMISSION	DEC 27, 2021
9.	AWARD NOTIFICATION	FEB 17, 2022
10.	SUBMISSION OF PERFORMANCE AND PAYMENT BONDS	FEB 24, 2022
11.	SUBMISSION OF CERTIFICATE OF INSURANCE	FEB 24, 2022
12.	EXECUTION OF THE CONTRACT	APR 3, 2022
13.	NOTICE TO PROCEED	APR 3, 2022
14.	KICK OFF MEETING	JUL, 2022



2.2.3

2.2.3 Language

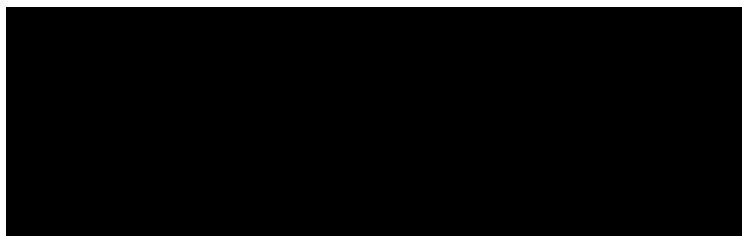
All bid and **PROJECT** documents (drawings, calculations, procedures and operation and maintenance manuals) shall be submitted in the **English language**.

2.2.4 Validity of Bids

The Bids have to be valid for one year.

2.2.5 Organization, communications and bid submission

All commercial communications and/or clarifications related to this bid must be addressed to the AVANGRID Procurement Department.



2.3 Content of Bids

Bids shall be structured as indicated below:

The submitted bids shall comprise of the following sections in the following order:

A. Letter of Bid presentation

B. Bid with the following sections:

– **SECTION I: TECHNICAL and COMMERCIAL DOCUMENTATION.**

- **Work Procedure Description by the BIDDER.** Explanation of how the CONTRACTOR plans to execute all aspects of work which will also include the crews, equipment, subcontractor's scope, timeline including methodology and execution plan.
- **PayCUs Bid Forms fulfilled and not modified** including all defined package costs and anticipated cash flow per the contents of the included form.
- **Deviations Forms (listed under tabs "Exclusions" and "Comments or New Prices" in Bid Form).**
- **Schedule (Time) of the Material delivery, Works Executions, resources, tests and delivery of documentation.** Schedules submitted by Vendors shall be based upon the information, templates provided in the project annex documents provided with this bid submission
- **BIDDERS's Inspection Test Plans** - Preliminary Inspection Test Plan (ITP). The CONTRACTOR shall demonstrate the proposed method to track Inspection Test Plans and how tasks will be traceable as work is being sequenced, applicable to the Scope of Works. ITP's that comply with AVANGRID specifications and laboratory test



management. Proposed factory acceptance test plan and site acceptance test plan as per the latest version of applicable standards.

Refer to Annex 2 - Construction Specs and ITP

TM2.23.01 Annex 1 ITP Transmission Construction

All equipment, structures and components shall be designed in accordance with the AVANGRID standards, current edition of the ANSI, IEEE, IEC, NEMA, ASTM, NESC, OSHA, NFPA and other applicable standards.

- **Project Organization Chart (including subcontractors).**
- **List of references of the BIDDER for similar works and services**
- **Monthly Progress Resources Plan according to Schedule submitted in the Bid.**
- **Environmental Documentation.** Environmental Plan Documentation describing project's environmental management with previous experience working on Environmental permitted projects (as Article VII in New York).
- **Project Health and Safety Documentation.** Documentation related to health and safety plan and hazards management.
- **Project Quality Documentation.** Quality Plan describing the Quality Assurance system, including Quality Certificate, any Quality qualifications, Letter of Assurance for any subcontractors (once awarded), and any documents that demonstrate compliance with ISO 9001.
- **Employee/Subcontractor Certifications** Documentation regarding employee or subcontractor certifications to perform scope of work tasks or testing.
- **List of exceptions,** list of exceptions to the Technical Specifications and or Commercial terms, if any, using the given template Deviations Form. Any and all exceptions, clarifications, deviations from or assumptions related to the Technical Specifications or Commercial terms shall be noted on the Deviations Form with specific reference to the document and paragraph related to the exceptions, clarifications, deviations, or assumption.

– SECTION II: ADDITIONAL INFORMATION

This will include all material not specifically required in the Invitation to Tender documentation that is considered to be necessary in order to comprehend the bid.

It may be taken into consideration that the RFP documentation has preference over the Bid in the case that there is any conflict between both, except for those points that have been offered as exceptions or variations (within the specific chapter on exceptions or variations) and that the **OWNER** or **PROJECT MANAGER** has accepted expressly in writing.

The **BIDDER** shall indicate to the **OWNER** and **PROJECT MANAGER** any error or omission in the documents sent with the Invitation to Tender documents that should not go unnoticed, or that he notices due to his own experience, and shall propose any modifications he considers as necessary in those documents to ensure the adequate performance of the **CONTRACT** and that the final proposed objective is met.



3. SCHEDULE B – EXECUTION OF WORKS

3.1 Project Description

In 2010 FERC (Federal Energy Regulatory Commission) established a “bright line” threshold that defined Bulk Electric System (BES) elements as transmission system elements operating at 100kV and above. NERC (North American Electric Reliability Corporation) updated after its Reliability Standard to version TPL-001-4 to cover the new BES definition.

AVANGRID initiated then the BES Brightline Program to enable its following subsidiaries to be compliant with the Brightline order:

- Central Maine Power (CMP), headquartered in Augusta, ME
- New York State Electric and Gas (NYSEG), headquartered in Binghamton, NY
- Rochester Gas and Electric (RG&E), headquartered in Rochester, NY

A Transmission Planning Study for both New York and Maine was performed using the new TPL-001-4 criteria to ensure AVANGRID would be compliant with the Brightline order identifying the transmission system needs and required solutions (reinforcement projects) to be developed.

[REDACTED]

As part of BES Phase 1.2, Which this Construction RFP belongs to, AVANGRID is developing the following assets:

[REDACTED]



3.2 Scope of Works:

The scope to be performed by **CONTRACTOR** as part of this RFP is the following:

Project	Type	State	Planned Start Date	In Service Date	Scope Summary
---------	------	-------	--------------------------	-----------------------	---------------

Construc. Start	Construc. Finish	Commi	Commi
		Start	Finish
1-Aug-22	23-Nov-22	21-Feb-23	2-Mar-23
15-Aug-22	28-Dec-22	20-Jun-23	5-Jul-23
14-Oct-22	21-Feb-23	3-Apr-23	13-Apr-23
2-Jan-24	15-May-24	26-Dec-24	13-Jan-25
2-Jan-24	3-May-24	6-Jun-24	17-Jun-24



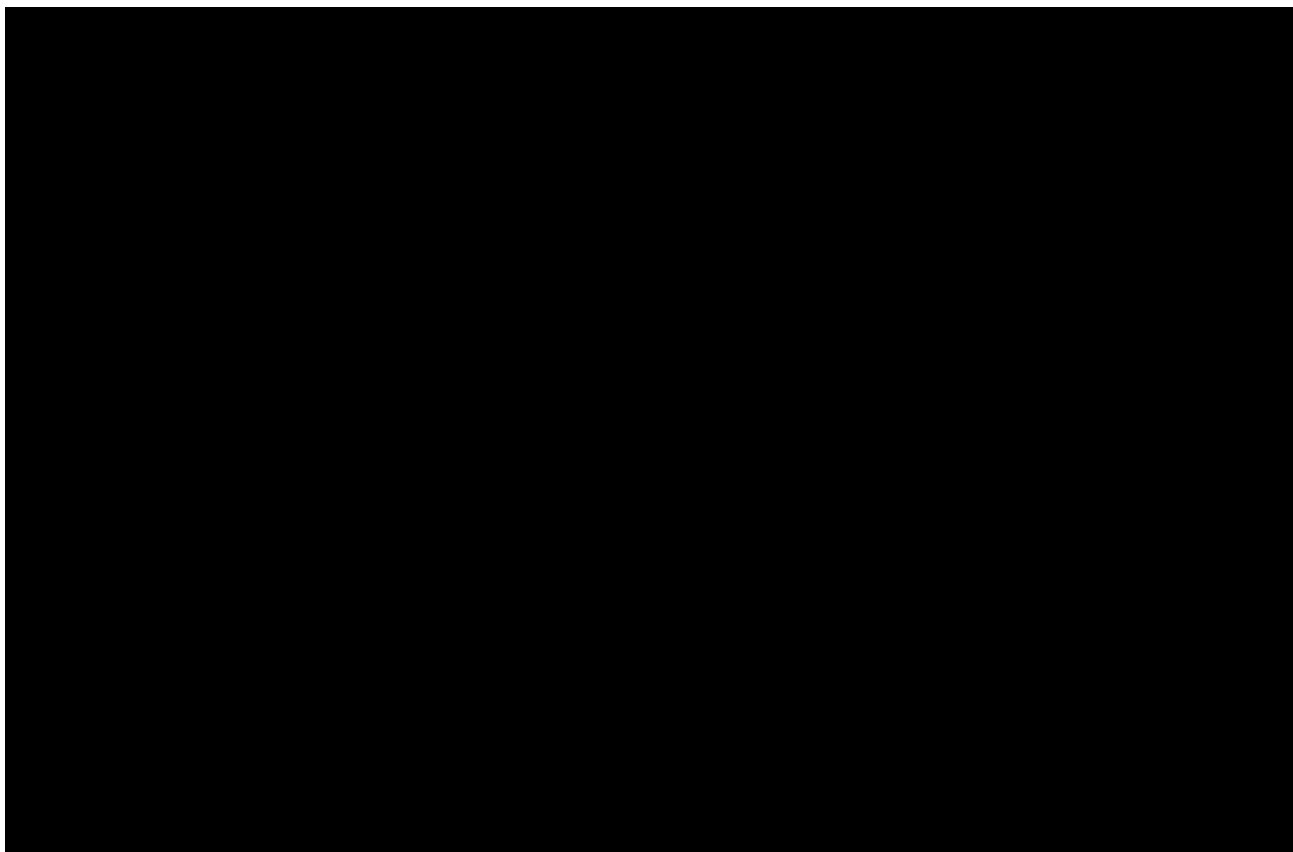
The scope of works, including features and information to be delivered by the **CONTRACTOR**, is defined in the following documents:

- BES-0-07-J-0617 Rev 2 Construction RFP Phase 1.3 (the present document)
- Construction Sequence Plans: Each Project's Construction Sequence Plan includes a description of the project's scope of work (Point 1 - Summary), the Construction Sequence and the Outage Plan. (Point 2).
- PayCU Bid Forms files defining the Scope and Quantities for each of the activities and assets of this contract.
- Drawings and any other document referred in 2.1 Invitation to Bid Documentation

The bidder of the entire substation should provide all In Ground, Above Ground and transmission and distribution re-routing tabs fulfilled. Individual section bids (In Ground / Above Ground including station reroutes), will also be considered.

As indicated in 2.2.1 the final scope and quantities for this contract will be provided by AVANGRID after initial bidder's proposal submittal and before final award of the contract.

In general, the Transmission Line and Re-routings scope of works includes but not limited to:





3.3 Scheduling of works

The **BIDDER** must indicate acceptance or modification of Construction Schedule of the works established in the Invitation to Bid documentation for each project.

Work tasks and the durations the **CONTRACTOR** must complete those tasks are defined in each project’s Construction Schedule defined by the **PROJECT MANAGER** and included in each project’s Annex.

Project Milestones

The following project milestones are critical to the success of each project and are more fully described in the Agreement:

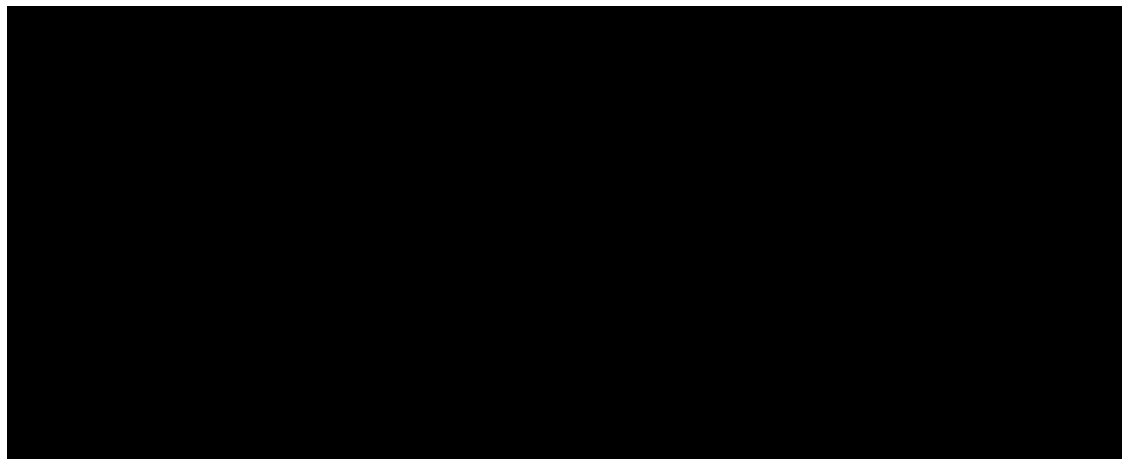
- A. **Construction Sequence Complete.** The Construction Sequence Complete Milestone shall be declared completed by the **OWNER** upon the **OWNER**’s determination for any type of In Ground, Above Ground/ Transmission Line as described herein in this Section A that: (1) the specific milestones as called out in the tables below are verified correct and complete by both the Field Construction Manager and the **OWNER** as specified in the relevant technical specifications and drawings in the Agreement; (2) all equipment has been properly installed, tested and all supporting documentation submitted by **CONTRACTOR** has been reviewed and approved by **OWNER**; (3) all red mark-up drawings have been submitted by **CONTRACTOR** to **OWNER** for review and approval; (4) a punch list of all remaining Work designating each task as either Critical or Non-Critical to Commercial Operation has been submitted by **CONTRACTOR** to **OWNER** for review and approval; and (5) any other Work required to be completed by **CONTRACTOR** and approved by **OWNER** has been completed prior to **OWNER**’s commencement of Commissioning and Energization activities as required in the Agreement.

Table A-1 – Construction Sequence Complete Intermediate Milestones

In Ground (IG):

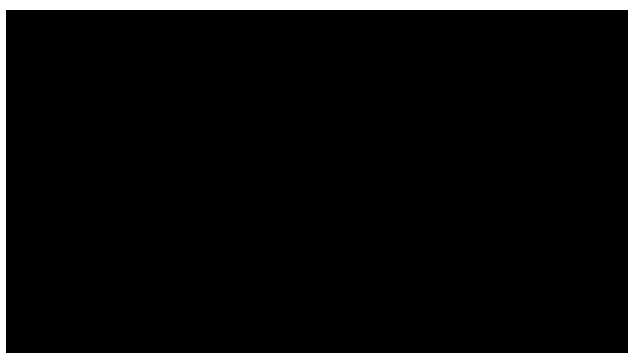
A large black rectangular box redacting the content of the table associated with the 'In Ground (IG)' section.

Above Ground/Transmission Line (AG / TL):



- B. **Outage Complete.** An Outage Complete Milestone shall be declared as completed by the **OWNER** upon: (1) all Construction activities and materials required prior to a planned Outage have been documented in a plan approved by the **OWNER** ten (10) working days in advance of the planned Outage; and (2). all required activities in the Outage Plan including but not limited to the associated Above-Ground Works, as specified in Table B-1 below, have been completed per schedule and approved by the **OWNER**.

Table B-1 – Outage Complete Intermediate Milestones



- C. **Substantial Completion.** Substantial Completion shall be declared by the **OWNER** upon: (1) all Commissioning and Energization activities for the Work have been completed and approved by the **OWNER**; and (2) all Critical punch list items required for Commercial Operation have been completed by **CONTRACTOR** and accepted by the **OWNER**;
- D. **Commercial Operation.** The Commercial Operation Milestone shall be declared by the **OWNER** upon Energization of the asset. The Warranty Period Shall begin upon the Commercial Operation of the asset.
- E. **Final Completion.** Final Completion shall be declared by the **OWNER** upon: (1) all Non-Critical punch list items have been completed by **CONTRACTOR** and approved by the



OWNER; and (2) the Warranty Period for the Work has expired. In the event that there are any repairs, equipment or parts replacement required during the Warranty Period, **OWNER** may extend the Warranty Period by the number of days required to complete such repairs or replacements. The retention will be paid in accordance with the Agreement less any balance deemed reasonably necessary by the **OWNER** to complete any unfinished Non-Critical punch list tasks. **OWNER** reserves the right to seek other additional remedies afforded to it for compensation necessary to complete the Non-Critical punch list tasks in accordance with the Agreement.

The schedules are defined on the basis of 6 working days per week.

The **Bidders** should include in its bids the Works Schedule proposed, based on the Construction Schedule Templates set out by the **PROJECT MANAGER**, specifying the human resources, equipment and machinery to be used for each activity.

The **Bidders** should present an organizational chart with the names and surnames of the people assigned to the work, indicating:

- **PROJECT MANAGER** or qualified technician, who shall liaise with the representative from the **PROJECT MANAGER**.
- On-site Construction Manager/General Foreman.
- The **CONTRACTOR**'s Health and Safety site manager.
- Environmental and Quality Manager - provide the names and contact information for individuals responsible for these areas and available for site visits and quality reviews.
- Work Teams assigned to each project detailing number and size of teams

3.4 **CONTRACTOR** Obligations

3.4.1 Supply of materials

The **CONTRACTOR** shall supply all necessary materials to execute the works, according with the division of responsibilities defined in BES-0-05-I-0132 Rev 4 Material Supply Criteria, Materials requirements on the project Bill of Materials (BOM), in the Scope of Works and PayCUs and with the exception of the materials indicated in section 3.5.2, which shall be supplied by the **OWNER**.

The Materials Supply criteria document takes precedence followed by the BOM and finally the PayCUs to ensure program consistency regarding materials supply responsibilities.

The **CONTRACTOR** shall also provide all necessary auxiliary means and tools to execute the works.

The **CONTRACTOR** shall also provide all warranty, operations and maintenance documents for supplier provided materials at the Final Completion .



3.4.2 Laying out

The **CONTRACTOR** shall carry out an initial laying out to set the main axes and reference control points for the work. A report shall be drawn up by the **CONTRACTOR** and be accepted by the **PROJECT MANAGER**.

Once the **CONTRACTOR** has implemented the initial laying out, the **CONTRACTOR** shall leave the appropriate marks using stakes or any other elements that it deems fit and these shall remain in place throughout all phases of the works, and must be placed in such a way to allow for verification by the **PROJECT MANAGER**.

The **CONTRACTOR** shall carry out all necessary topographical work to execute the scope, as well as providing the apparatus and technical staff required for said work.

3.4.3 Supply of electric power

The **CONTRACTOR** shall bear the costs of an outlet within the site enclosure, from which the protection panel board shall be established, as per existing regulations. Low voltage power shall be supplied and with enough power to cover the **CONTRACTOR's** needs.

This energy outlet may be through a diesel-fueled AC generator, or by contracting a high- or low-voltage power line with a power company.

3.4.4 Water Supply

The **CONTRACTOR** shall bear the costs of installing the necessary supply points, ramifications, pumps and drainage, and commits to removing all provisional installations upon completion of the work or when so ordered by the **PROJECT MANAGER** representative, leaving the place where installed in the same conditions as when provided.

All necessary contracts, permits and licenses for the water supply shall be provided by the **CONTRACTOR**, who must provide the **PROJECT MANAGER** with evidence to this effect.

3.4.5 Others

Unless specified otherwise in the corresponding unit, the **CONTRACTOR** shall be responsible for Owner supplied materials & equipment receiving, visual inspection, transportation between the warehouse Or Owner supplied location and the site, loading/unloading on site, storage, verifying the conditions according to the supplier's specification and any other handling as necessary until correctly placed and set on site. The **CONTRACTOR** shall be responsible for any deterioration, theft, robbery, etc. of equipment or materials once received .

The **CONTRACTOR** shall be responsible for storage and guarding all material and equipment to be installed once the **PROJECT MANAGER** or the suppliers provide it, until the Provisional Handover Certificate has been signed. It is mandatory that the **CONTRACTOR** has signed an insurance policy against theft, with suitable cover for each work project assigned to it.

From the day that the works commence and until they are completely finished, it is mandatory for the **CONTRACTOR** to have the following facilities installed on site:



- Construction shed for the **CONTRACTOR**, with an office for the **PROJECT MANAGER** staff, with a desk and two chairs, from the day that works commence until the finalization of the works
- Internet access in the offices and printer
- A properly equipped changing room for workers.
- Toilets in sufficient number according to the maximum number of workers present on site.
- Supply an area for site meetings to take place
- A locked storage shed large enough to keep all material that can be stored under a roof and which due to its nature should be kept locked away for reasons of security. Said storage shed should have shelving to store all small objects and relays assigned on site.
- Any containers needed for the selective collection of waste and material refuse.

None of the above facilities may be used for more than one purpose, and must all be used exclusively for what they are designed.

The **PROJECT MANAGER** shall not allow work to commence until said facilities are duly in place, calculating into the timeframe for total execution available to the **CONTRACTOR** all the time lost in ensuring that these facilities are available.

The **PROJECT MANAGER** shall not allow work to commence until the Safety, Quality and Environmental documentation requested and complying with all legal requirements has been submitted by the **CONTRACTOR** and approved by the **PROJECT MANAGER**, calculating into the timeframe for total execution available to the **CONTRACTOR** all the time lost in ensuring that this documentation is available.

During construction, the **CONTRACTOR** will be required to provide the **OWNER** with the following reports & logs:

	Task	Description
A	PLAN OF THE DAY	Work to be completed that day, previous day's work completed, contractor crew & subcontractor composition, location of crews. This is to be sent the day before.
B	LOOK AHEAD SCHEDULE	2 weeks look ahead including material needs, and new subcontractors.
C	MATERIAL TRACKER UPDATES	Must include deficiencies, required by dates, issues.
D	SUBMITTALS	A submittal register will be provided to construction team at the beginning of the project and prior to installation of material & equipment, submittals will be sent to the Owner for approval prior to usage



E	RFI'S	Information that the Contractor will need to successfully complete project.
F	PRE-JOB BRIEFS	Daily morning crew briefs along with any subcontractors on site. Crews will also participate in Construction Management's daily job briefing.
G	CONSTRUCTION PROGRESS REPORTS	Daily/Weekly/Monthly Progress Report. By the 20 th of each month Contractor shall provide Schedule Updated cashflow, Actual & Forecast, Man Power & Machinery resources Plan. Using the PayCU Template file.
H	INVOICING	Accruals provided by 20 th of each month. Monthly Vendor invoices must be based upon actual PayCU quantities completed and reviewed/approved by Owner Representative prior to submittal to Owner
I	Safety	Inspections, reports and on-site binder maintenance/upkeep, Minimum a weekly upload of the documentation to PW
J	Quality	Inspections, ITPs records, reports and on-site binder maintenance/upkeep, Minimum a weekly upload of the documentation to PW
K	Environmental	Inspections, reports and on-site binder maintenance/upkeep, ensuring the SWPPP mailbox is up-to-date. Minimum a weekly upload of the documentation to PW
J	LOGS	Calibration (equipment), material testing, ITPs, RFIs, Action Items,, Punch Items submittals, Design Change documentation, submittals, Change Orders, others...

The **OWNER** will manage and obtain the permits included in the **BES-2-06-J-0630 Rev 0 2020 Construction RFP Permit Tables.xlsx**. The **CONTRACTOR** will be responsible for any other permit not included in that list.

3.4.6 Testing

AVANGRID's expectations of **CONTRACTOR**'s scope of work specific to equipment testing and commissioning support includes equipment test per the Commissioning Manual and as further clarified below.



It is further expected that the **CONTRACTOR** is responsible for tests from the equipment up to the first set of test switches in the relay panel.

The **CONTRACTOR** is responsible to provide completed test reports to the **OWNER** as defined in the Commissioning Manual highlighting the wiring diagrams denoting completed tests.

CONTRACTOR has to supply resources and tooling to support commissioning by AVANGRID resources during Relay Testing and Commissioning, including Energization.

The following is an example of **CONTRACTOR** testing but is not limited to:

- Point to Point (Continuity) Check, energization of AC & DC Protection & control circuits proving the validity of the wiring diagrams to the AC & DC Schematics and confirming correct polarity. This includes, but not limited to: Voltage Contribution circuits, Current Contribution circuits, Closing Circuits, Trip Circuits, Annunciator circuits, Heater Circuits, etc. Highlighting of drawings shall be included in this scope and maintained on site.
- Functional Tests – To verify proper functioning of equipment/cables after installation. Functional tests of equipment may include tasks such as operating mini circuit breakers, air circuit breakers, fused switches, lockout relays and protective relays where applicable to verify the function of the control cable.

Isolation of relays and associated equipment turn downs will be performed by **OWNER** prior work starting and any testing.

3.5 PROJECT MANAGER Obligations

3.5.1 Supply documentation.

The **PROJECT MANAGER** shall provide the Issued for Construction (IFC) drawings and documentation needed for the work to be carried out according the Construction Schedule defined for each project as part of the bid documentation.

Based on the drawings and documentation provided by the **PROJECT MANAGER**, the **CONTRACTOR** shall be responsible for checking the accuracy of the measurements included and the possibility of following them during execution. Observations resulting from checking and reviewing the drawings and documentation provided by the **PROJECT MANAGER** shall not remove any responsibility from the **CONTRACTOR**, nor shall they constitute reasons to justify delays in meeting any stipulated timeframes.

All necessary measurements in the drawings must be followed to complete the works & measurements should be included in the drawings. In no case may scale measurements be taken from said drawings.

3.5.2 OWNER supplied Material and Equipment

Unless specified otherwise in the corresponding PayCU, BOM and in the BES-0-05-I-0132 Rev 4 Material Supply Criteria, the **PROJECT MANAGER** shall be responsible for the **OWNER** supplied material. The **CONTRACTOR** is responsible for the transportation, unloading, storing and handling of all material until correctly placed and set on site.



Upon receipt of supplies from the **PROJECT MANAGER**, the **CONTRACTOR** shall be responsible for verifying amounts and ensuring that they are in good conditions, notifying the **PROJECT MANAGER** immediately of any irregularities detected.

3.6 Drawings

The **PROJECT MANAGER** provides drawings and documentation during the bid process shall be sufficient to price the execution. The **PROJECT MANAGER** will provide the Issue For Construction drawings before the works to be carried out start.

3.7 Quality

As defined in procedure SOP.E-CD.06.05 Site **CONTRACTOR** Quality Requirements, the **CONTRACTOR** must submit to the **PROJECT MANAGER** for review and approval the following documentation:

- Quality Plan describing how Quality Management System will be implemented in the project and including a project organization chart.
- Work instructions or Method Statements describing how activities will be carried out and including Risk Hazard Analysis.
- Quality Control Inspection Test Plans (ITPs) associated to those activities and record forms. The **CONTRACTOR** shall demonstrate the proposed method to track Inspection Test Plans and how tasks will be traceable as work is being sequenced, applicable to the Scope of Works to be approved by the owner prior to start the works. ITP's that comply with AVANGRID specifications and laboratory test management and accepted by Avangrid. Proposed factory acceptance test plan and site acceptance test plan as per the latest version of applicable standards. The **CONTRACTOR** shall also provide a project specific schedule of Inspection Test Plan (ITP), which applicable ITP's would also be included in the 2-week lookahead.

The **CONTRACTOR** shall have a specific site person in charge of the quality system and controls and provide names and contact information in support of quality document audits and reviews.

The **CONTRACTOR** shall inform a week in advance of the completion date for activities requiring quality control by the **PROJECT MANAGER**, for provisional approval or to proceed with another subsequent activity. Delaying information on the completion date may be considered as a delay in completion of the activity itself, even though it has been completed within the scheduled timeframe.

All costs resulting from the Quality Control, such as materials, labor, transport and accessories for taking samples, laboratory costs, etc. shall be covered by the **CONTRACTOR**.

The laboratories used for testing must be certified, and the **PROJECT MANAGER** reserves the right to indicate which laboratory it deems most suitable from among those put forward by the **CONTRACTOR**.

The **CONTRACTOR** shall provide the certificates for all materials that may be used during the works.



All equipment used by the **CONTRACTOR** must be calibrated and certificates available on site. The **CONTRACTOR** shall supply the documentation regarding the equipment used in the testing, together with their calibration certificates.

The **CONTRACTOR** shall provide weekly documentation uploads to ProjectWise for the purpose of maintaining the project record and ensuring all Quality documentation is up-to-date.

3.8 Health and Safety

The **CONTRACTOR** shall comply with the requirements laid out in the latest editions of the AVANGRID Networks **CONTRACTOR** Safety Guide (ANHS SOP 021)

These documents are updated at regular intervals and the **CONTRACTOR** is required to follow the latest version of this document.

The **CONTRACTOR** and subcontractors shall at all times comply with (1) all federal, state and local safety and health requirements. (2) AVANGRID Networks **Contractor Safety Guide**, and (3) its own safety procedures, policies, guidance and or work instructions.

In the Bid process the **CONTRACTOR** shall demonstrate that it has a Health and Safety Management System and its information required for the **ISNetworld Grade Scorecard** is updated. The **CONTRACTOR** shall provide:

- Corporate Health and Safety Manual or a preliminary H&S Plan
- Policies and Procedures
- Example of Job Hazard Analyses
- COVID-19 Protocols

The information that the Bidder provides serves as the basis for assessing safety qualification.

It shall be the **CONTRACTOR's** responsibility to keep the **ISNetworld** information updated during the execution of the project. **ISNetworld** will request updated information quarterly. Any effort to avoid full disclosure will disqualify the Bidder from bidding work for the Company. The **CONTRACTOR** shall provide a Project-Specific Health and Safety Plan prior to the start of construction of the Project covering the contract scope of work and covering each project site, to be reviewed and accepted by the **PROJECT MANAGER** and **BES SHEQ Specialists**. The Project-Specific Health and Safety Plan will be subject to evaluation by Company routine visits, compliance assessments, safety inspections and observations to ensure its compliance. The Project-Specific Health and Safety Plan shall be revised by **CONTRACTOR** during project execution if needed.

The **CONTRACTOR** shall list all significant tasks, identify and address the anticipated hazards and provide mitigation steps. The Company refers to this process as Risk Assessment and it is the **CONTRACTOR's** responsibility to conduct their own Risk Assessment and to provide it with the Project-Specific Health and Safety Plan.

The **CONTRACTOR** Project-Specific Safety Plan shall include an Emergency Response Plan, nearest hospitals and directions, and the emergency contact list, which must contain



24-hour contact information for key Contractor and project personnel, including Company's Representatives and SHEQ Specialists.

For multi-employer work sites, the **PRIME CONTRACTOR** is responsible for all their employees and subcontractors. The Project-Specific Health and Safety Plan shall clearly state this responsibility.

The **CONTRACTOR** shall describe in the Project-Specific Health and Safety Plan how workers, including subcontractors, are qualified. The **CONTRACTOR** shall supply information concerning the type of skills assessment performed, training programs, and how they ensure that employees demonstrate competencies. The Company reserves the right to verify Contractor competency.

The **CONTRACTOR** shall communicate the Project-Specific Health and Safety Plan to all involved employees. Such communication shall be documented and signed by all employees on site.

The **CONTRACTOR** shall prorate the Health and Safety Plan estimate in its proposal to ensure due compliance.

CONSTRUCTION SITE HEALTH AND SAFETY REQUIREMENTS:

The **CONTRACTOR's** designated employee in charge of the job shall ensure a job briefing is conducted with all employees involved prior to the start of work and ensures the site-specific hazards associated with the work to be performed are communicated. A second job briefing shall be performed after lunch and additional job briefings shall be performed if the work scope changes. The job briefing shall be documented on an approved "Tailboard Form". Each **CONTRACTOR** crew shall conduct these job safety briefs. The job briefings shall be available at the work site for inspection by the Company.

The **CONTRACTOR** shall ensure that the Emergency Evacuation Map (which includes the Emergency Routes, Muster Points, Routes to Hospitals, etc.), the Emergency Contact List, the AVANGRID Incident Notification Flowchart and the AVANGRID Contractor Spill Cards are visibly posted at the worksite.

The **CONTRACTOR** shall ensure that Regulatory postings are visible posted at the worksite.

The **CONTRACTOR** shall be prepared for any type of medical emergency that may occur on the work site. At a minimum, the **CONTRACTOR** shall ensure that a first-aid kit and evacuation car are available for any possible injuries.

The **CONTRACTOR** shall ensure that first aid kits are maintained and annually inspected. A first aid kit sign to indicate location and an inspection tag are required.

The **CONTRACTOR** shall ensure that fire extinguishers are readily available and monthly inspected. A fire extinguisher sign to indicate location and an inspection tag are required. Portable fire extinguishers mounted on vehicles are required. Where possible, fire extinguishers are to be wall mounted, no more than 4 feet from the floor.

The **CONTRACTOR** shall ensure that an inventory of all hazardous materials brought on site is maintained. For all hazardous chemical, a Safety Data Sheet (SDS) shall be readily available in the work area.



The **CONTRACTOR** shall ensure all equipment and tools used for the project are regular inspected and maintained to ensure good working conditions. The **CONTRACTOR** shall ensure that housekeeping rules are followed at the worksites. The job areas shall be maintained in a clean and orderly condition.

In accordance with the specifications of the safety standards in force, the **CONTRACTOR** shall provide on-site toilets, changing rooms, etc. according to the number of employees working on site. The **CONTRACTOR** shall ensure that these facilities are kept suitably clean and tidy at all times.

Whenever natural light is insufficient to adequately illuminate the work area, artificial illumination shall be provided by the **CONTRACTOR** to enable the employee to perform the work safely.

The **PRIME CONTRACTOR** shall be responsible for snowplowing, snow removal, and maintaining a safe and operational project site during adverse winter weather events, as described in the SOP.P.E.07.04 Contractor Responsibility for Snow Removal.

It shall be the **CONTRACTOR'S** responsibility to establish the appropriate traffic control measures for construction vehicles entering and leaving the job site. The following shall be Included in the traffic control provisions: signage, flaggers, permitting, and plans required.

The **CONTRACTOR shall verbally report all** incidents and near misses immediately to the Avangrid Project Representative. The **CONTRACTOR** shall provide details of the incident/Near Miss to the Company using the Contractor Incident Report Form (ANSH-FOR-020D) or equivalent and send it to the AVANGRID Project Representative within 24 hours of occurrence.

The **CONTRACTOR** shall investigate all incidents and near misses and submit a written report to AVANGRID's representative within 5 days of each occurrence.

The **CONTRACTOR** shall maintain on site an up-to-date on-site Safety, Health, Environmental and Quality folders, which must contain all required forms, records, reports and support documentation associated with the project. The folders shall be available for inspection by the Company.

All documentation on preventing risks in the workplace must be included in the "On-Site Safety Folder", which shall be kept duly up to date and fully available to the **PROJECT MANAGER**. Should any irregularity be detected in this regard, the **PROJECT MANAGER** at their sole discretion can stop the work until said irregularity has been resolved.

The **CONTRACTOR** shall have a specific site person in charge of the health and safety system which shall monitor Contractor's performance and ensure compliance with all applicable safety rules, requirements, laws and regulations. **CONTRACTOR** shall provide the statistical data according AVANGRID Contractor Safety Guide (ANSH-SOP.021). The monthly safety data shall be submitted to AVANGRID representative for all work activities related to Company operations.

Proper PPE will be required to be worn by the **CONTRACTOR's** employees and their **subcontractors'** employees. FR rated clothing is required on all live substation sites regardless of the work activity being undertaken. FR rated clothing will not be required during



the in-ground construction activities if the site is not live. During the above-ground construction, all personnel must wear FR rated clothing to access the substation regardless of whether the site is live or not.

Any **CONTRACTOR** employee (field or management) and subcontractors will be required to complete the **BES** Contractor Health and Safety Orientation and Environmental Orientation. Without having these orientations, no employee will be allowed to be on the project site. The Contractor is responsible for ensuring all employees and subcontractors have attended required training.

All **CONTRACTOR** employees (field or management) and subcontractors that will work in a Substation will be required to complete the Substation Entry Training. A **CONTRACTOR** representative that shall be onsite for the duration of the project must have the Erosion and Sediment Control Certification Program.

Note: this may change depending on unknown County/State/Town requirements and on the project scope.

The **CONTRACTOR** shall provide weekly documentation uploads to ProjectWise for the purpose of maintaining the project record and ensuring all Safety and Health documentation is up-to-date.

CONTRACTOR shall implement COVID-19 protocols at the project site that meet the CDC and State requirements, as well as AVANGRID/BES specific requirements. Refer to the AVANGRID - Contractor Field Safety Guidelines for Coronavirus Disease 2019 (COVID-19)

3.9 Environmental

The **PROJECT MANAGER** shall provide environmental monitoring of the works and ensure compliance with the project's Environmental Requirements and any applicable contractual and legal requirement. All costs resulting shall be borne by the **CONTRACTOR**, which must be reflected in the unit price table of their proposal.

The **PROJECT MANAGER** is authorized to take any necessary measures to protect the Environment that are not implemented by the **CONTRACTOR**, who shall be liable for the costs of said measures and for any appropriate penalties, if applicable.

The main activities for which the **CONTRACTOR** shall make the appropriate recommendations are:

- Removing, storing and maintaining the topsoil in the affected areas.
- Minimizing soil disturbance due to work vehicles and ancillary project support activities.
- Location of auxiliary facilities (work offices, machinery, storage sheds, etc.).
- Installation of a clean point.
- Areas for washing concrete chutes.
- Pruning, felling and removing vegetation and waste.



- Waste management in accordance with legislation.
- Testing construction and demolition waste for contaminants before disposing including, when applicable, soil
- Provide appropriate and required transport of applicable spoils to an Avangrid approved landfill.
- Conditioning and restoring areas upon completion of works.
- Communicate environmental incidents and establishing measures to be taken.
- Spill containment and reporting methods
- Documentation to be submitted by the **CONTRACTOR** (necessary environmental permits, necessary machinery, equipment to be used, waste management, consumption of fuel and raw materials, etc.).

The **CONTRACTOR** is required to:

- Provide evidence of an Environmental Plan, as well as any environmental processes & procedures currently followed.
- Show evidence of any certifications currently in place i.e.: ISO14001, and successful completion of the NYS DEC 4-hour Erosion & Sediment training, etc.
- Manage environmental resources and assure they always comply with applicable regulations
- Obtain at the cost of the Contractor any Permits required to complete the work scope not obtained by the Owner per the specific list within the Contract Document
- Manage soils onsite and reuse existing site materials to the maximum possible extent in a manner that complies with applicable federal, state and local regulations at all times
- Coordinate communication between the **CONTRACTOR's** environmental representative and subcontractor's environmental representatives
- Coordinate all environmental personnel who will report to them on site
- Supervise subcontractors' actions to ensure compliance with the relevant environmental management plan.
- Immediately report any incidents and/or environmental issues regardless of size to the **PROJECT MANAGER**.

Before work commences, the **PROJECT MANAGER** shall provide the necessary environmental documentation to ensure a satisfactory outcome of the works and shall provide all environmental management directives.

Before commencement of work, the **CONTRACTOR** shall submit for approval a contract and project specific Environmental Plan which will list all applicable federal, state, and local permits and/or ordinances and itemize how compliance with each will be completed in addition to including an Environmental Emergency Plan that establishes the measures to be taken in should an environmental incident occur. The **CONTRACTOR** shall provide all necessary containers on site for suitable waste management, in accordance with applicable municipal ordinances and regulations. Every time that the containers are removed, the **CONTRACTOR** shall retain the receipt issue by the waste management company, to be submitted to the **PROJECT MANAGER's** supervisor.



Any claims made by third parties against the **PROJECT MANAGER** due to a failure by the **CONTRACTOR** to comply with state or local legislation or municipal ordinances on environmental issues applicable to the work project shall be passed on wholly to the **CONTRACTOR** for resolution. If the infraction is considered to be serious, the **CONTRACTOR** may be removed as a usual service provider for the **PROJECT MANAGER** for failing to meet its obligations.

If the **CONTRACTOR** fails to resolve the claim transferred by the **PROJECT MANAGER** within fifteen (15) days, the claim may be resolved by the **PROJECT MANAGER**, which shall then charge the **CONTRACTOR** for the costs incurred as a result.

The **PROJECT MANAGER** shall not permit the **CONTRACTOR** to begin works until it has the following means and in accordance with your site-specific Environmental Plan:

- The right amount and kind of containers for all waste generated.
- The sufficient means to prevent possible spills from generator sets and fuel tanks, and of any chemical products.
- Environmental Plan must be reviewed and approved by Avangrid.

-

All documentation relating to environmental management must be duly updated on site and must be fully available to The **PROJECT MANAGER**.

The **CONTRACTOR** shall provide weekly documentation uploads to ProjectWise for the purpose of maintaining the project record and ensuring all Environmental and Permitting documentation is up-to-date.

4. SCHEDULE D - COMMERCIAL CONDITIONS

The **OWNER** shall pay the **CONTRACTOR** the amount specified in Schedule D ("Contract Sell Price") in accordance with the provisions set forth in the Construction Services Agreement ("Agreement") for the satisfactory performance of the Work. The Contract Sell Price is subject to additions and deletions by Change Order in accordance with the Agreement.

The PayCU Bid Form is comprised of PayCUs which the **BIDDER** shall provide individual unit pricing forming the basis of the Contract Sell Price. The amount of Work provided in the Scope of Work and represented by the quantities of the PayCUs in the PayCU Bid Form are an estimate only which has been made in good faith by the **OWNER**. However, the **OWNER** is not bound by such an estimate. The actual Work to be performed and paid for is limited solely to the quantity of PayCUs needed to carry out the Work which has been approved by the **OWNER**.



4.1 Price

PayCU pricing submitted by the **BIDDER** shall be inclusive of all labor, materials, plant, tools, equipment, tackle, supplies, delivery and transportation, construction, civil works, erection, installation, field verification, project management, planning, supervision, testing, insurance, Workman's Compensation Board assessments, overhead, profit and any other means necessary for the completion and OWNER's approval of the PayCU unit in accordance with all applicable specifications and industry standards as defined in the Contract Documents.

Prior to any additional work being undertaken by the **CONTRACTOR**, a full quotation is to be submitted by the **CONTRACTOR** to the **OWNER** for review and approval in accordance with the Agreement. No additional works are to be undertaken without prior written authorization from the OWNER.

Unit Pricing shall remain fixed for the PayCUs through Final Completion of the Work.

All PayCU pricing shall be quoted by the **BIDDER** in US Dollars (USD).

4.2 Payment terms

The **CONTRACTOR** is required to submit an Application for Payment accompanied by an Invoice in accordance with the Application for Payment and Invoice forms provided in the Agreement on the 20th day of the month for review by the **OWNER**. Payment of PayCUs will be approved by the **OWNER** upon completion of the PayCU in accordance with the provisions of the Agreement. Partial payments may be made for certain PayCUs at the sole discretion of the **OWNER**. Approved Applications for Payment and accompanying Invoices will be returned to the **CONTRACTOR** no later than the 30th day of the same month. Invoices submitted by the **CONTRACTOR** will be processed and paid by the **OWNER** in accordance with the provisions of the Agreement, provided that the invoice matches the approved Application for Payment from the OWNER.

Payments from an approved Application for Payment and Invoice will be made less by the agreed upon percentage withholding for retention in accordance with the provisions of the Agreement.

4.3 Performance & Warranty Letters of Credit

As financial security for **CONTRACTOR'S** faithful performance of its obligations in the Agreement, the **CONTRACTOR** shall furnish to the **OWNER** and keep in force during the applicable time frames established in the Agreement Performance and Warranty Letters of Credit guaranteeing that the **CONTRACTOR** will perform its obligations under this Agreement. These obligations are more formally defined in the Agreement.

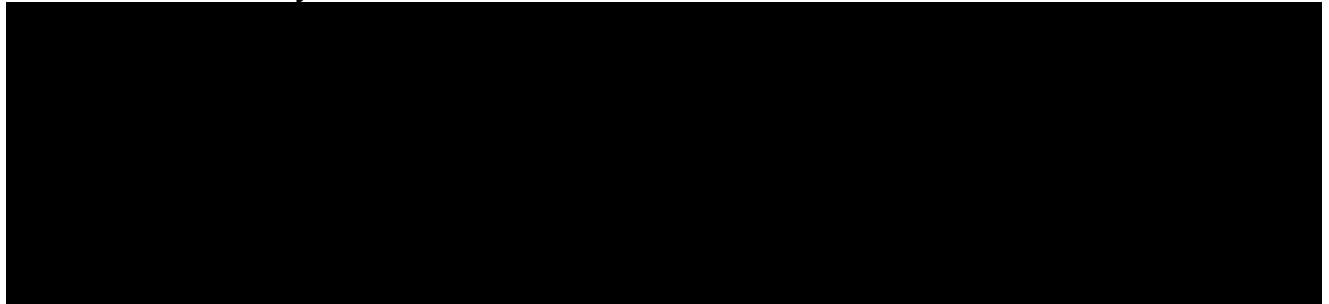
4.4 Liquidated Damages

Liquidated Damages shall be assessed for **CONTRACTOR'S** failure to achieve the Project Milestones defined in Section 3.3 herein ("Delay Liquidated Damages"). If the **CONTRACTOR** fails to achieve Project Milestone Dates as defined in both Section 3.3 herein, the **CONTRACTOR**



shall pay to the **OWNER**, as Delay Liquidated Damages and not as a penalty. Please refer to the Agreement for all fully defined provisions to the commercial terms.

4.5 Mobilization Payment Milestones:



4.6 Taxes:

This project is considered to be Capital Improvement project from a New York Sales and Use Tax perspective and, as a result, the bidder needs to be familiar with the related taxing implications (including, but not limited to, taxes associated with the purchase of materials to be included with pricing).

5. SCHEDULE E – SPECIAL CONDITIONS

5.1 Progress report

The contractor shall be reporting monthly PayCUs Actuals and Forecasts using the construction progress template and updated schedule, including variances month to month, for the entire duration of the project. This report will be submitted on the 20th of each month.

The structure of daily, weekly and monthly reporting shall be performed in accordance with the table in section 3.4.5 of this document and will be more formally defined in the Agreement including but not limited to recovery planning and implementation, certification of partial and total work completion and **OWNER**'s rights associated with **CONTRACTOR**'s personnel assignments.

5.2 Approved Material Suppliers and Subcontractors

The **BIDDERS** have to provide within their proposal, their proposed main and testing and commissioning subcontractor names and qualifications. The **OWNER** has the right to approve those subcontractors during bidding process and project execution.

The **CONTRACTOR** shall provide the **OWNER** for its review and approval the material suppliers and material datasheet. **OWNER** needs ten (10) business days to review and approve any material supplier and supplied material.



5.3 Document Management

The exchange of files between the **OWNER** and the **CONTRACTOR** will be through the ProjectWise software and Microsoft Teams. The **OWNER** shall enable the use and to provide the user with instructions.

When the Construction process requires the **CONTRACTOR** deviate from project's specification approved/validated by the **PROJECT MANAGER**, the **CONTRACTOR** shall obtain prior approval from the **PROJECT MANAGER** according the **OWNER's** procedure.

5.4 Kick-Off Meeting (KOM)

Once the order is placed, the **OWNER** shall convene for a kick-off meeting with the **CONTRACTOR** to be held at the **OWNER's** office. The costs associated with attending the kick-off meeting shall be borne by the **CONTRACTOR**.

5.5 Confidentiality

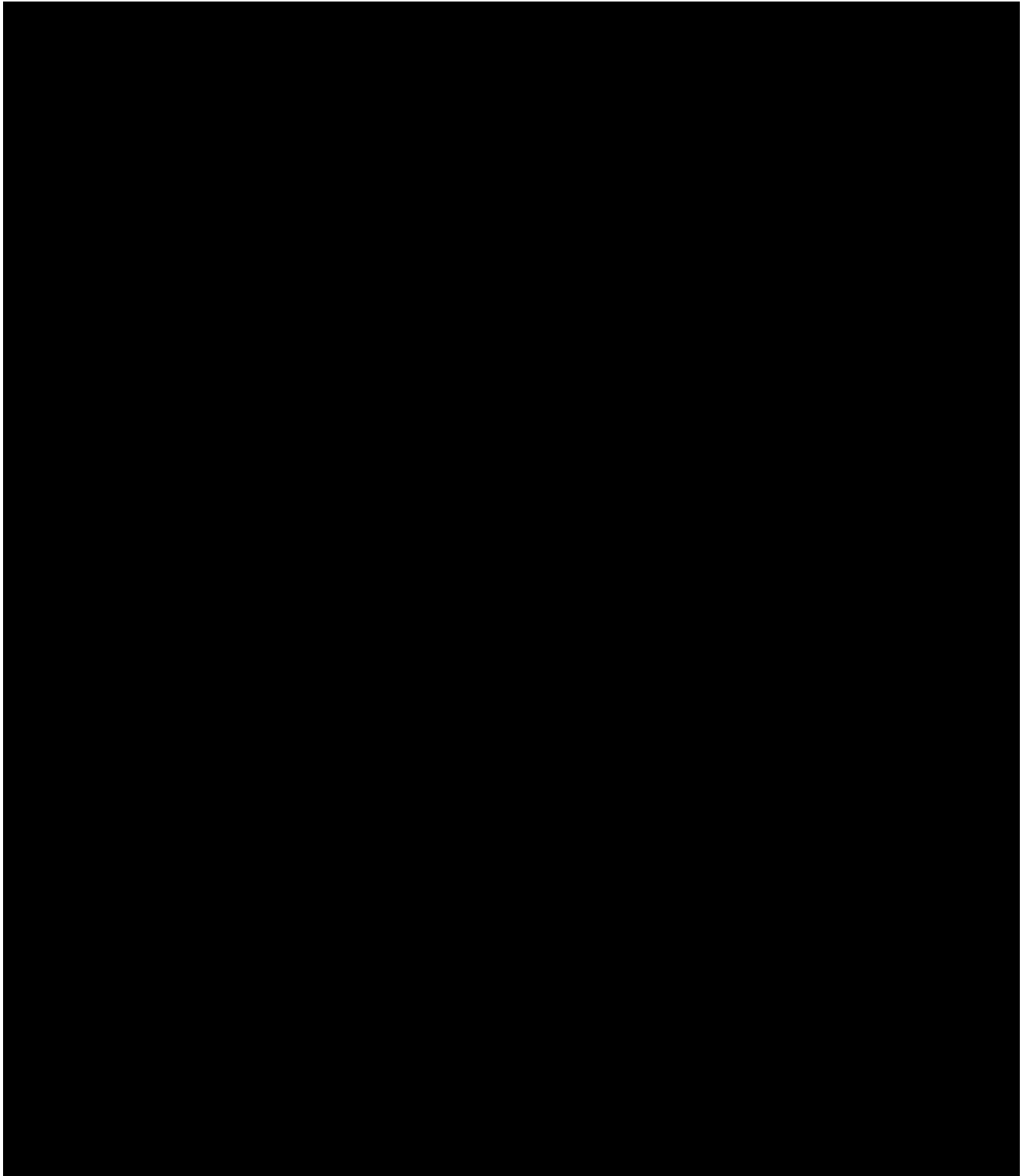
BIDDERS must sign a Non-Disclosure Agreement (NDA), as per given format, in order to receive information classified as confidential by the **OWNER**.

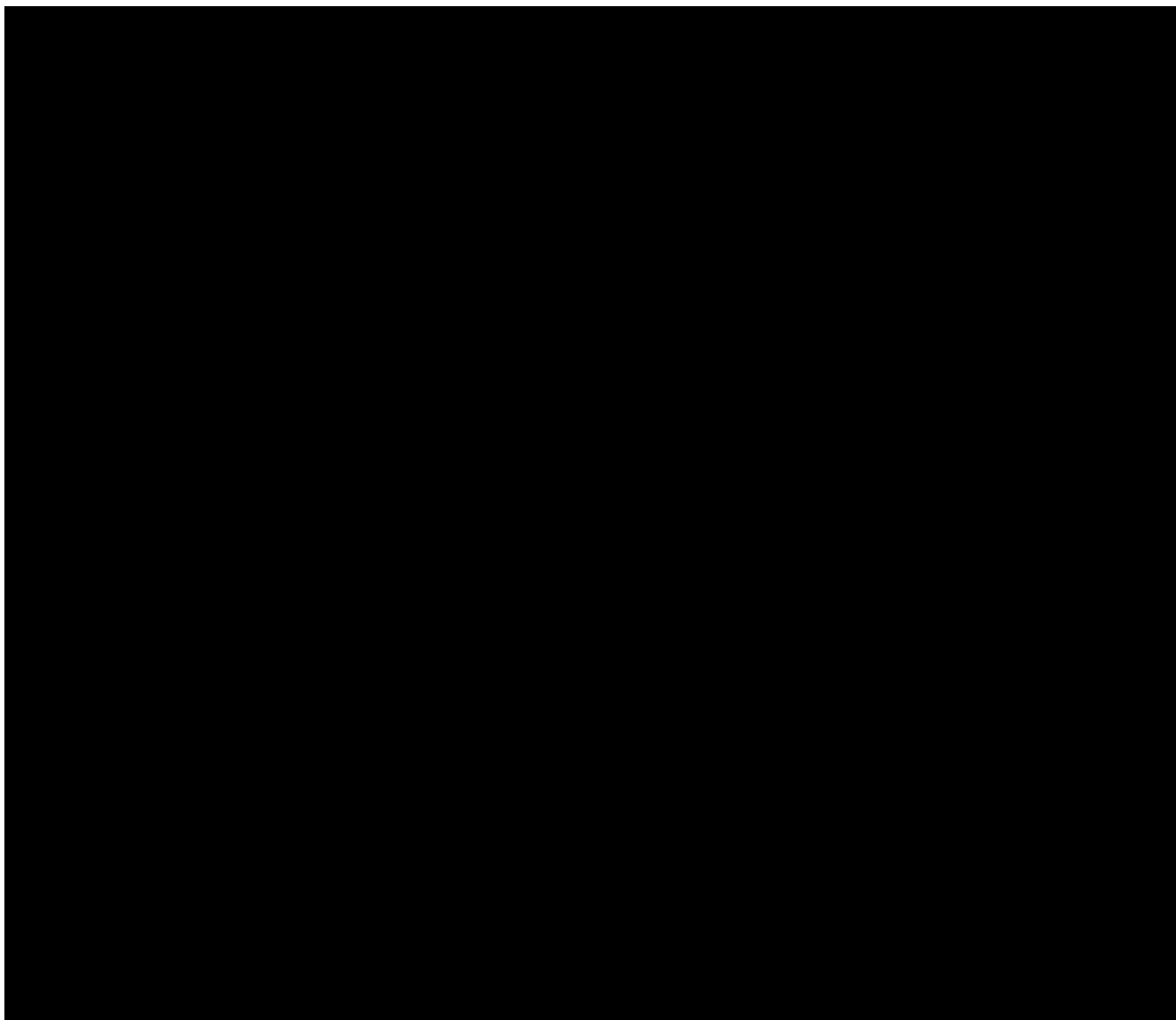
5.6 Language

The contractual documentation, all the documents, drawings and communications between **CONTRACTOR** and the **OWNER** shall be in English. For the final set of documentation, documents must be issued in English.

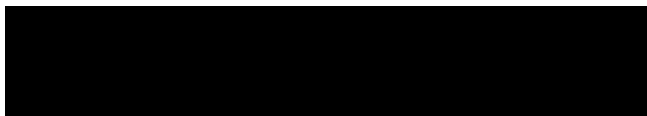
SCHEDULE C
Intermediate Milestones







*Schedule dates will be as determined by the baseline schedule submitted by the Supplier and approved by the Owner or any subsequent extensions of time granted by the Owner pursuant to approved Change Orders or Excusable Delays.



SCHEDULE D

Compensation

The PayCU pricing includes all labor, materials, plant, tools, equipment, tackle, supplies, delivery, transportation, construction, civil works, erection, installation, field verification, project management, planning, supervision, testing, insurance, Workman's Compensation Board assessments, overhead, taxes, profit and any other means necessary for the completion, subject to the Owner's approval, of the PayCU unit in accordance with the Agreement Documents.

It is expressly understood that the actual quantities of PayCUs required to perform the Services may vary. Accordingly, the Owner is only obligated to compensate the Contractor for the actual quantities of PayCUs required and approved by the Owner to perform the Services in accordance with the Agreement Documents and as specified in the Schedule of Values herein.

THIS IS A FIXED UNIT PRICE AGREEMENT.

Pricing Terms

1. PayCU Prices shall remain firm for orders placed during the term of this Agreement.
2. Prices quoted are for all materials and equipment installed and tested at the Site.
3. Payment Terms are Net 60 days from date of invoice.

Schedule of Values

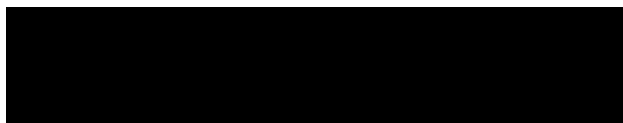
Payments shall be made by Owner on completed PayCUs that have been submitted by Contractor, received by Owner and approved by Owner.

The PayCUs for this Agreement are as set forth in Schedule D-I.

SCHEDULE D -I

PayCU Pricing and Owner-Estimated Quantities

The PayCU Spreadsheet file shall be provided as a separate electronic file in Schedule H.



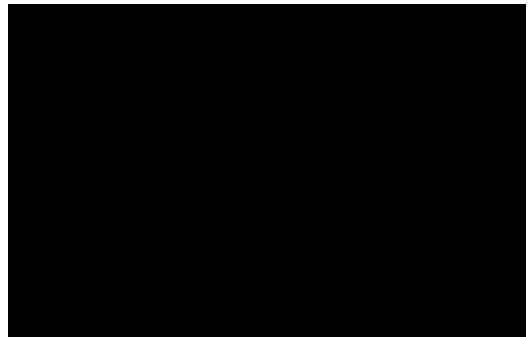
SCHEDULE E

Notices

Along with all other correspondence requirements included in this Construction Services Agreement ("Agreement"), any notice, request, approval or other document required or permitted to be given under this 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 shall be directed to:

AVANGRID Service Company
Contract Administration
3 City Center
180 S. Clinton Avenue
Rochester, NY 14604
Phone: 585-724-8028
Fax: 585-771-2820



All communications to Contractor shall be directed to:

Contractor Name

Contact Name

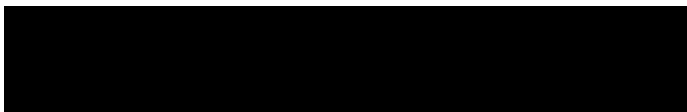
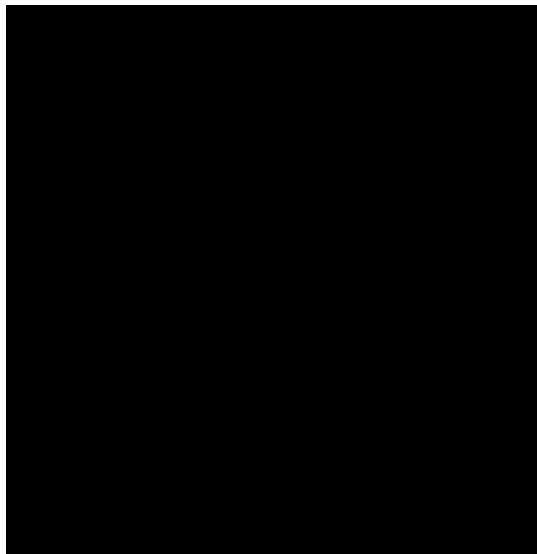
Title

Email Address

Street Address

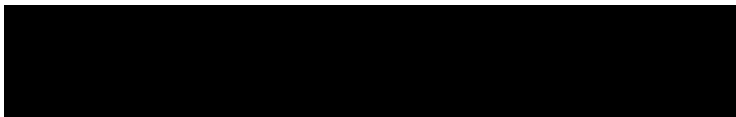
City, St, Zip

Phone



SCHEDULE F

Data Security Rider





AVANGRID Privacy and Data Security Rider

For the purposes of this Privacy and Data Security Rider (the "Rider") Avangrid Service Company and any of its affiliates procuring or receiving services, works, equipment or materials under the Agreement (as defined below) shall be hereinafter referred to as the "CUSTOMER". [REDACTED] shall be hereinafter referred to as the "VENDOR".

(a) Among other, the purpose of this Rider is to enable the VENDOR to Process on behalf of the CUSTOMER the Personal Data and Company Data necessary to comply with the purpose of the Agreement (as defined below), define the conditions under which the VENDOR will Process the Personal Data and Company Data to which it has access during the performance of the Agreement, and establish the obligations and responsibilities of the VENDOR derived from such Processing. Personal Data disclosed by CUSTOMER to VENDOR is provided only for limited and specified purposes as set forth in the Agreement and this Rider.

(b) The following definitions are relevant to this Rider:

(i) "Personal Data" means any information about an individual, including an employee, vendor, customer, or potential customer of CUSTOMER or its affiliates, including, without limitation: (A) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, biometric records, personal electronic mail address, internet identification name, network password or internet password; (B) information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, or (C) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information, as well as cookie information and usage and traffic data or profiles, that is combined with any of the foregoing.

(ii) "Company Data" means any and all information concerning CUSTOMER and its affiliates and their respective business in any form, or to which the CUSTOMER or its affiliates have access, that requires reinforced protection measures, including but not limited to CUSTOMER sensitive information (confidential or restricted), internal use information, Personal Data, Cardholder Data, commercially sensitive information, Critical Infrastructure Information, other information that relates to critical infrastructure, information that relates to the operation or functionality of facilities, networks, or grids, commercially sensitive information, strategic business information, credentials, encryption data, system and application access logs, or any other information that may be subject to legal or regulatory requirements.

(iii) "Critical Infrastructure Information" means engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure (physical or virtual) that (A) relates details about the production, generation, transmission, or distribution of energy; (B) could be useful to a person planning an attack on critical infrastructure; (C) is exempt from mandatory disclosure under the Freedom of Information Act; and (D) gives strategic information beyond the location of the critical infrastructure.

(iv) "Processing" (including its cognate, "process") means any operation, action, error, omission, negligent act, or set of operations, actions, errors, omissions, or negligent acts that is performed upon Personal Data or Company Data, whether or not by automatic means, including, without limitation,

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collection, recording, organization, storage, access, adaptation, alteration, retrieval, consultation, retention, use, disclosure, dissemination, exfiltration, taking, removing, copying, making available, alignment, combination, blocking, deletion, erasure, or destruction.

(v) “Data Security Incident” means: (A) the loss or misuse (by any means) of Personal Data or Company Data; (B) the inadvertent, unauthorized and/or unlawful Processing, corruption, modification, transfer, sale or rental of Personal Data or Company Data; (C) any other act, omission or circumstance that compromises or may reasonably compromise the security, confidentiality, or integrity of Personal Data or Company Data, including but not limited to incidents where Personal Data or Company Data has been damaged, lost, corrupted, destroyed, or accessed, acquired, modified, used, or disclosed by any unauthorized person, by any person in an unauthorized manner, or for an unauthorized purpose; (D) any act, omission or circumstance that compromises or may reasonably compromise the cybersecurity of the products and services provided to CUSTOMER by VENDOR or the physical, technical, administrative, or organizational safeguards protecting VENDOR’s systems or, if VENDOR knows or reasonably believes, CUSTOMER’s systems storing or hosting Personal Data or Company Data, or (F) VENDOR receives any complaint, notice, or communication which relates directly or indirectly to (x) VENDOR’s Processing of Personal Data or Company Data or VENDOR’s compliance with Technical and Organizational Measures or applicable law in connection with Personal Data or Company Data or (y) the cybersecurity of products and services provided to CUSTOMER by VENDOR.

(vi) “Technical and Organizational Measures” means security measures, consistent with the type of Personal Data or Company Data being Processed and the services being provided by VENDOR, to protect Personal Data or Company Data, which measures shall implement industry accepted protections which may include physical, electronic and procedural safeguards to protect the Personal Data or Company Data supplied to VENDOR against any Data Security Incident, and any security requirements, obligations, specifications or event reporting procedures set forth in this Rider or in any Schedule to this Rider. As part of such security measures, VENDOR shall provide a reasonably secure environment for all Personal Data and Company Data and any hardware and software (including servers, network, and data components) to be provided or used by VENDOR as part of its performance under the Agreement.

(vii) “Losses” shall mean all losses, liabilities, damages, and claims and all related or resulting costs and expenses (including, without limitation, reasonable attorneys’ fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties).

(viii) “Agreement” shall mean the [REDACTED] CONSTRUCTION SERVICES AGREEMENT dated as of September 6, 2024 and any purchase orders, statements of work, notice to proceed and related documents issued in connection therewith.

(c) Personal Data and Company Data shall at all times remain the sole property of CUSTOMER, and nothing in this Rider or the Agreement will be interpreted or construed as granting VENDOR any license or other right under any patent, copyright, trademark, trade secret, or other proprietary right to Personal Data or Company Data. VENDOR shall not create or maintain data which are derivative of Personal Data or Company Data except for the purpose of performing its obligations under the Agreement and this Rider and as authorized by CUSTOMER.

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(d) Regarding the Processing of Personal Data and Company Data, the parties agree that:

(i) VENDOR shall Process Personal Data and Company Data only on behalf of CUSTOMER, on the instruction of CUSTOMER and in accordance with the Agreement, this Rider and privacy and security laws applicable to VENDOR's services or VENDOR's possession or Processing of Personal Data and Company Data. CUSTOMER hereby instructs VENDOR, and VENDOR hereby agrees, to Process Personal Data and Company Data only as necessary to perform VENDOR's obligations under the Agreement and as further described below and for no other purpose. For the avoidance of doubt and without limitation, (i) VENDOR shall not Process Personal Data or Company Data for any purpose other than providing the services specified in the Agreement nor for any purpose outside the scope of the Agreement; and (ii) VENDOR is prohibited from (w) selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, Personal Data and Company Data to any business or third party (x) retaining, using, or disclosing Personal Data or Company Data for any purpose other than for the purposes specified in the Agreement and this Rider, (y) retaining, using or disclosing Personal Data and Company Data outside of the direct business relationship between CUSTOMER and VENDOR pursuant to the Agreement, and (z) combining Personal Data or Company Data received from CUSTOMER with Personal Data or Company Data received from or on behalf of another person or persons or collected by VENDOR.

(ii) The parties agree that:

- The Processing activities that will be carried out by VENDOR are: copies, deletes, reads, receives, stores and updates.
- The categories of Personal Data or Company Data that will be Processed by VENDOR are: Public, Internal Use or Confidential in nature; engineering specifications, technical documentation and electrical equipment data sheets.
- The instructions for the Processing of Personal Data or Company Data are: Only VENDOR employees may process data with the least privilege necessary for the implementation and execution of activities on AVANGRID's premises and remotely within the US in accordance with the applicable state and federal security and data protection laws. All drawings will be exchanged and stored securely through the ProjectWise application. CUSTOMER data will be not disclosed without written permission from CUSTOMER.
- The duration of the Processing shall be: for the term of the Agreement as defined herein.

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(iii) VENDOR shall immediately inform the CUSTOMER if in VENDOR's opinion a Processing instruction given by CUSTOMER may infringe the privacy and security laws applicable to VENDOR's services or VENDOR's possession or Processing of Personal Data or Company Data.

(iv) In the event that the activities to be carried out by VENDOR under the Agreement do not require access to Personal Data, VENDOR, its employees and representatives shall be prohibited from accessing and Processing Personal Data. If they gain access to Personal Data, VENDOR shall immediately inform CUSTOMER. Notwithstanding the foregoing, any Processing of Personal Data by VENDOR shall be subject to the terms and conditions set forth in this Rider.

(e) As a condition to starting work, VENDOR's employees and other persons authorized, pursuant to the terms of this Rider, to Process Personal Data or Company Data shall acknowledge in writing their agreement to (i) comply with the terms of CUSTOMER's Acceptable Use Requirements set forth in Schedule C hereto, as such Acceptable Use Requirements may be modified or supplemented from time-to-time upon notice from the CUSTOMER, (ii) maintain the confidentiality of Personal Data and Company Data, and (iii) comply with any applicable Technical and Organizational Measures. In addition, VENDOR's employees and other authorized persons that access CUSTOMER's premises shall abide by CUSTOMER's physical security policies, rules and procedures.

(f) At any and all times during which VENDOR is Processing Personal Data or Company Data, VENDOR shall:

(i) Comply with all applicable privacy and security laws to which it is subject, or that are applicable to VENDOR's services or VENDOR's possession or Processing of Personal Data and/or Company Data, and not, by act or omission, place CUSTOMER or its affiliates in violation of any privacy or security law known by VENDOR to be applicable to them;

(ii) With regards to the Processing of Personal Data, maintain a record of Personal Data Processing activities carried out on behalf of CUSTOMER, which shall include at least:

- (A) The name and contact details of the VENDOR, any subcontractor, where applicable and as previously authorized by CUSTOMER, the CUSTOMER on whose behalf the VENDOR is Processing Personal Data, their respective representatives and, where applicable, the data protection officer;
- (B) The categories of Processing activities carried out on behalf of CUSTOMER;
- (C) Where applicable, international transfers of Personal Data to a third country or international organization, identifying the third country or international organization, and identification of appropriate safeguards;
- (D) A general description of the appropriate Technical and Organizational Measures that VENDOR is implementing relating to:

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- The ability to ensure the continued confidentiality, integrity, availability and resilience of Personal Data Processing systems and services;
- The ability to quickly restore availability and access to Personal Data in the event of a physical or technical incident; and
- A process of regular verification, evaluation and assessment of the effectiveness of Technical and Organizational Measures to ensure the security of the Personal Data Processing;
- Pseudonymization and encryption of Personal Data;

(iii) Have in place appropriate and reasonable Technical and Organizational Measures to protect the security of Personal Data and Company Data and prevent a Data Security Incident, including, without limitation, a Data Security Incident resulting from or arising out of VENDOR's internal use, Processing or other transmission of Personal Data and Company Data, whether between or among VENDOR's subsidiaries and affiliates or any other person or entity acting on behalf of VENDOR. Taking into account the state-of-the-art, the costs of implementation, and the nature, scope, context and purposes of the Processing as well as the risks of varying likelihood and severity for, among other, the rights and freedoms of the data subjects, VENDOR shall implement Technical and Organizational Measures to ensure a level of security appropriate to the risk. Without limiting the generality of the foregoing, the VENDOR will implement measures to:

- (A) Ensure the continued confidentiality, integrity, availability and resilience of Processing systems and services;
- (B) Quickly restore availability and access to Personal Data and Company Data in the event of a physical or technical incident;
- (C) Verify and evaluate, on a regular basis, the effectiveness of the Technical and Organizational Measures implemented;
- (D) Pseudonymize and encrypt Personal Data, where applicable; and
- (E) Safely secure or encrypt all Personal Data and Company Data, during storage or transmission;

(iv) Except as may be necessary in connection with providing services to CUSTOMER (and provided that immediately upon the need for such Personal Data and Company Data ceasing, such Personal Data or Company Data is immediately destroyed or erased), not use or maintain any Personal Data or Company Data on a laptop, hard drive, USB key, flash drive, removable memory card, smartphone, or other portable device or unit; and ensure that any such portable device or unit is encrypted.

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(v) Notify CUSTOMER at asoc@avangrid.com or (855)548-7276 no later than one (1) day from the date of obtaining actual knowledge of any Data Security Incident, or from the date the VENDOR reasonable believes that a Data Security Incident has taken place, whatever is earlier, and at VENDOR's cost and expense, assist and cooperate with CUSTOMER concerning any disclosures to affected parties and other remedial measures as requested by CUSTOMER or required under applicable law. If the Data Security Incident involves Personal Data, the following information shall be provided as a minimum:

- (A) Description of the nature of the Data Security Incident, including, where possible, the categories and approximate number of data subjects affected, and the categories and approximate number of Personal Data records affected;
- (B) Contact details of the data protection officer of the VENDOR, where applicable, or other contact person for further information;
- (C) Description of the possible consequences of the Data Security Incident or violations; and
- (D) Description of the measures taken or proposed to remedy the Data Security Incident, including, where appropriate, the measures taken to mitigate possible negative effects;

(vi) VENDOR designates the following contacts for the purposes of communications related to a Data Security Incident: Brett Hurlburt, Director of Transmission Services, 315-416-2126.

(vii) Assist and cooperate with CUSTOMER to enable CUSTOMER to comply with its obligations under any applicable privacy or security law, including but not limited to maintaining Personal Data and Company Data secured, responding to Data Security Incidents, and, where applicable, ensuring the rights of data subjects and carrying out Personal Data impact assessments;

(viii) Inform the CUSTOMER, if, where applicable, data subjects exercise their rights of access, rectification, erasure or objection, restriction of processing, data portability and not to be the subject to automated decisions by the VENDOR. The communication must be made immediately and in no case later than one (1) business day following the receipt of the request by VENDOR. VENDOR shall assist CUSTOMER, taking into account the nature of the Personal Data Processing, through appropriate Technical and Organizational Measures, and with any information that may be relevant to the resolution of the request;

(ix) Not use independent contractors or provide Personal Data or Company Data to independent contractors or other personnel that are not full-time employees of VENDOR without CUSTOMER's prior written approval;

(x) Not disclose Personal Data or Company Data to any third party (including, without limitation, VENDOR's subsidiaries and affiliates and any person or entity acting on behalf of VENDOR)

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unless with respect to each such disclosure: (A) the disclosure is necessary in order to carry out VENDOR's obligations under the Agreement and this Rider; (B) VENDOR executes a written agreement with such third party whereby such third party expressly assumes the same obligations set forth in this Rider; (C) VENDOR has received CUSTOMER's prior written consent; (D) the Processing is carried out in accordance with the instructions of CUSTOMER, and (D) VENDOR shall remain responsible for any breach of the obligations set forth in this Rider to the same extent as if VENDOR caused such breach;

(xi) Not permit any officer, director, employee, agent, other representative, subsidiary, affiliate, independent contractor, or any other person or entity acting on behalf of VENDOR to Process Personal Data or Company Data unless such Processing is in compliance with this Rider and is necessary to carry out VENDOR's obligations under the Agreement and this Rider. Personal Data and Company Data shall only be accessed by persons who need access to carry out VENDOR's obligations under the Agreement and this Rider and in accordance with the instructions of CUSTOMER; VENDOR shall provide appropriate privacy and security training to its employees and those persons authorized to Process Personal Data or Company Data.

(xii) Establish policies and procedures to provide all reasonable and prompt assistance to CUSTOMER in responding to any and all requests, complaints, or other communications received from any individual who is or may be the subject of any Personal Data Processed by VENDOR to the extent such request, complaint or other communication relates to VENDOR's Processing of such Personal Data;

(xiii) Establish policies and procedures to provide all reasonable and prompt assistance to CUSTOMER in responding to any and all requests, complaints, or other communications received from any individual, government, government agency, regulatory authority, or other entity that is or may have an interest in the Personal Data or Company Data, exfiltration of Personal Data or Company Data, disclosure of Personal Data or Company Data, or misuse of Personal Data or Company Data to the extent such request, complaint or other communication relates to VENDOR's Processing of such Personal Data or Company Data;

(xiv) Not transfer any Personal Data or Company Data across a country border, unless directed to do so in writing by CUSTOMER, and VENDOR agrees that CUSTOMER is solely responsible for determining that any transfer of Personal Data or Company Data across a country border complies with the applicable laws and this Rider;

(xv) Keep Personal Data and Company Data in strict confidence;

(g) At the time of the execution of this Rider, and at any time, upon CUSTOMER's request, VENDOR shall provide evidence that it has established and maintains Technical and Organizational Measures governing the Processing of Personal Data and Company Data appropriate to the Processing and to the nature of the Personal Data and Company Data;

(h) To the extent VENDOR maintains Personal Data and Company Data at its location, CUSTOMER shall have the right to conduct onsite inspections and/or audits (with no advance notice to VENDOR) of VENDOR's information security protocols, and VENDOR agrees to cooperate with

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CUSTOMER regarding such inspections or audits; provided, any such inspections or audits shall be conducted during normal business hours and in a manner so as to minimize any disruptions to VENDOR's operations. VENDOR will promptly correct any deficiencies in the Technical and Organizational Measures identified by CUSTOMER to VENDOR;

(i) VENDOR shall keep and make accessible to CUSTOMER, at any time, upon CUSTOMER's request, documentation that evidences compliance with the terms of this Rider. CUSTOMER may conduct audits and inspections, either directly or through a third party, and VENDOR agrees to cooperate with CUSTOMER regarding such audits;

(j) VENDOR shall cease Processing Personal Data and Company Data and securely delete or destroy or cause or arrange for the secure deletion or destruction of, all Personal Data and Company Data subject to the Agreement and this Rider, including all originals and copies of such Personal Data and Company Data in any medium and any materials derived from or incorporating such Personal Data and Company Data, upon the expiration or earlier termination of the Agreement, or when there is no longer any legitimate business need (as determined by CUSTOMER) to retain such Personal Data and Company Data, or otherwise on the instruction of CUSTOMER, but in no event later than ten (10) days from the date of such expiration, earlier termination, expiration of the legitimate business need, or instruction. If applicable law prevents or precludes the return or destruction of any Personal Data or Company Data, VENDOR shall notify CUSTOMER of such reason for not returning or destroying such Personal Data and Company Data and shall not Process such Personal Data and Company Data thereafter without CUSTOMER's express prior written consent. VENDOR's obligations under this Rider to protect the security of Personal Data and Company Data shall survive termination of the Agreement.

(k) [To the extent that VENDOR is afforded regular access in any way to "Cardholder Data" as defined below and for so long as it has such access, the following requirements shall apply with respect to the Cardholder Data; provided, that the parties do anticipate that VENDOR will have access to any Cardholder Data:

(i) VENDOR represents that it is presently in compliance and will remain in compliance with the Payment Card Industry Data Security Standard ("PCI Standard"), and all updates to PCI Standard, developed and published jointly by American Express, Discover, MasterCard and Visa ("Payment Card Brands") for protecting individual credit and debit card account numbers ("Cardholder Data").

(ii) VENDOR acknowledges that Cardholder Data is owned exclusively by CUSTOMER, credit card issuers, the relevant Payment Card Brand, and entities licensed to process credit and debit card transactions on behalf of CUSTOMER, and further acknowledges that such Cardholder Data may be used solely to assist the foregoing parties in completing a transaction, supporting a loyalty program, providing fraud control services, or for other uses specifically required by law, the operating regulations of the Payment Card Brands, or this Agreement.

(iii) To the extent Cardholder Data is regularly maintained on the premises or property of VENDOR, VENDOR shall maintain a business continuity plan addressing the possibility of a potential disruption of service, disaster, failure or interruption of its ordinary business process, which business

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continuity plan provides for appropriate back-up facilities to ensure VENDOR can continue to fulfill its obligations under the Agreement.

(iv) VENDOR agrees that, in the event of a Data Security Incident arising out of or relating to VENDOR's premises or equipment contained thereon, VENDOR shall afford full cooperation and access to VENDOR's premises, books, logs and records by a designee of the Payment Card Brands to the extent necessary to perform a thorough security review and to validate VENDOR's compliance with the PCI Standards; provided, that such access that be provided during regular business hours and in such a manner so as to minimize the disruption of VENDOR's operations.

(l) To the extent that the VENDOR processes personal information of California residents as such terms are defined in the California Consumer Privacy Act of 2018, as amended (Cal. Civ. Code §§ 1798.100 to 1798.199.95), the terms and conditions set forth in Schedule D of this Rider shall apply.

(m) To the extent that VENDOR processes personal data of Connecticut consumers as such terms are defined in An Act Concerning Personal Data Privacy and Online Monitoring (Public Act No. 22-15), the terms and conditions of Schedule E shall apply.

(n) VENDOR represents that the security measures it takes in performance of its obligations under the Agreement and this Rider are, and will at all times remain, at the highest of the following: (a) Privacy & IT Security Best Practices (including, but not limited to, National Institute of Standards and Technology ("NIST") SP 800-53, International Organization for Standardization ("ISO") 27001/27002, Control Objectives for ("COBIT") framework, Center for Internet Security ("CIS") Security Benchmarks, and Top 20 Critical Controls) and (b) any security requirements, obligations, specifications, or event reporting procedures set forth in Schedule A.

(o) In addition to any other insurance required to be provided by VENDOR hereunder, VENDOR shall also provide the Cyber-Insurance coverage meeting the requirements specified in Schedule B, attached hereto and made part hereof. VENDOR shall also comply with the terms and conditions in Schedule B as they relate to any insurance required to be provided by VENDOR pursuant to this Agreement.

(p) Notwithstanding anything in the Agreement or this Rider to the contrary, VENDOR shall indemnify, defend and hold CUSTOMER, its affiliates, and their respective employees, officers, representatives and contractors, harmless from and against all Losses caused by, resulting from, or attributable to VENDOR's breach or violation of applicable laws, regulations or any of the terms and conditions of this Rider. VENDOR's obligation to indemnify, defend, and hold harmless shall survive termination or expiration of the Agreement and this Rider.

(q) Failure by VENDOR to comply with any requirement of this Rider shall constitute a material breach of the Agreement and a VENDOR default thereunder. CUSTOMER shall be allowed to terminate the Agreement, and CUSTOMER shall have all rights and remedies provided by law or equity under the Agreement and this Rider.

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Avangrid Privacy and Data Security Rider
(January 3rd, 2023)

AVANGRID Privacy and Data Security Rider

[Signature page follows]

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AVANGRID Privacy and Data Security Rider

IN WITNESS WHEREOF, CUSTOMER and VENDOR have caused their representatives to execute and deliver this Privacy and Data Security Rider.

Avangrid Service Company



By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

[Signature page to Privacy and Data Security Rider]

LGL

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AVANGRID Privacy and Data Security Rider

Schedule A

General Security Requirements

(a) The following definitions are relevant to this General Security Requirements Schedule:

(i) "Cyber-infrastructure" means electronic information and communication systems and services, as well as the information contained therein. These systems, both those housed within facilities as well as those that are cloud-based, be they proprietary or third-party, in any manner, are comprised of hardware and software for processing (creating, accessing, modifying and destroying), storing (on magnetic, electronic or other formats) and sending (shared use and distribution) information, or any combination of said elements that include any type of electronic device such as, without limitation, standard computers (desktop/laptop) with internet connections, digital storage methods used on computers (e.g. hard drives), mobiles, smartphones, personal digital assistants, data storage media, digital and video cameras (including CCTV), GPS systems, etc.

(ii) "Protected Information" means Personal Data and Company Data as defined in the Rider.

(iii) Capitalized terms not otherwise defined in this Schedule shall have the meaning set forth in the Rider.

(b) VENDOR must, always, know the level of information protection that should be afforded to the Protected Information as well as the corresponding standards and applicable laws and regulations, and it shall adopt the Technical and Organizational Measures adequate thereto. VENDOR shall, at least, maintain Technical and Organizational Measures consistent with the type of Protected Information being processed and the services being provided by VENDOR, to secure Protected Information, which measures shall implement industry accepted protections which include physical, electronic and procedural safeguards to protect the Protected Information supplied to VENDOR against any Data Security Incident or other security incident, and any security requirements, obligations, specifications or event reporting procedures set forth in the Agreement, the Rider or this Schedule. As part of such security measures, VENDOR shall provide a secure environment for all Protected Information and any hardware and software (including servers, network, and data components) to be provided or used by VENDOR as part of its performance under the Agreement on which Protected Information is contained.

(c) When the scope of the Agreement implies the use or connection of VENDOR's Cyber-infrastructure to that of CUSTOMER, the VENDOR shall have reasonable Technical and Organizational Measures for its protection and for the prevention of any Data Security Incident.

(i) The connection between the CUSTOMER's and the VENDOR's network is not permitted, unless expressly agreed to in writing, in which case it must be done by establishing encrypted and authenticated virtual private networks, and the number of interconnection points between the two

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networks must be the minimum that is compatible with the required level of availability. The connection to the VENDOR's network shall be removed as soon as there is no need for it.

(ii) Direct user connections from the VENDOR to CUSTOMER's network are not permitted, unless authorized in writing by CUSTOMER and only for a limited period of time.

(iii) If the Agreement is fully or partially performed at the VENDOR's premises or property, the VENDOR must establish mechanisms and procedures for physical access to said premises or property to prevent unauthorised persons from accessing Cyber-infrastructure or Protected Information.

(d) VENDOR shall establish mechanisms and procedures for identifying, authenticating and controlling logical access necessary to prevent unauthorised persons from accessing its Cyber-infrastructure elements and CUSTOMER's Protected Information, and, in particular:

(i) VENDOR will have procedures based on the principle of least privilege when granting, assigning and withdrawing authorized access and permissions to its personnel or the personnel of its subcontractors, where applicable, including privileged users or administration taking into account the need for the use, the confidentiality of the Protected Information and the resources for the performance of their tasks;

(ii) VENDOR will maintain an updated inventory of the access granted and will withdraw access from personnel who cease working in connection with the Agreement within a period of less than twenty-four (24) hours. Credentials must always be encrypted when stored and transmitted; and

(iii) VENDOR shall have policies and procedures that ensure the strength of the passwords and that they are updated regularly. Passwords shall be changed during the installation processes of new hardware or software. VENDOR's default passwords shall be changed.

(e) VENDOR shall implement Technical and Organisational Measures necessary to ensure operational continuity under applicable service level agreements (including but not limited to contingency plans, backup and recovery procedures). In particular:

(i) VENDOR shall make backup copies of the Protected Information as frequently as is required for the services being provided by VENDOR and according to the nature of the data, establishing the appropriate procedures and mechanisms to ensure that the data can be retrieved, that only authorised VENDOR personnel can access it and that they are transferred and stored in such a way as to prevent access or manipulation by unauthorised persons; and

(ii) The same security measures shall apply to backups as to the original Protected Information.

(f) In the event that CUSTOMER has expressly authorized VENDOR to use its own IT equipment for accessing CUSTOMER's Cyber-infrastructure, the VENDOR shall guarantee and undertake

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that there are adequate security measures to protect the stationary or portable IT equipment and mobile devices used to access such Cyber-infrastructure or for storing, processing or transmitting the Protected Information, including but not limited to:

- (i) Automatic locking if the device is left unattended for a certain period of time. User authentication will be required for unlocking.
- (ii) Protection against malicious software and known vulnerabilities.
- (iii) Updating the operating system as often as the vendor requires.

The VENDOR shall maintain an action procedure should the equipment or device be lost or stolen, ensuring, to the maximum extent possible that the event be communicated promptly, Protected Information be deleted safely in accordance with recognised standards, and access to CUSTOMER's systems or systems containing CUSTOMER's Protected Information be suspended.

Before equipment is reused or replaced, the VENDOR must protect, or if applicable remove, all the Protected Information stored on it, ensuring that unauthorised personnel or third parties cannot access or recover it.

(g) The VENDOR shall establish adequate procedures to guarantee protection against loss or unauthorised processing of files, computer media and paper documents containing Protected Information and guarantee that they are destroyed when the reasons for their creation no longer apply. Extracting data from a file and downloading it to a server or delivering it electronically is considered equivalent to computer media for the purposes of complying with these measures.

AVANGRID may request information concerning any Processing of Protected Information by the VENDOR.

(h) The VENDOR shall include security measures appropriate to the nature of the Protected Information Processed in developing, maintaining and testing the equipment that will be used to perform the services being provided by VENDOR. The VENDOR will adopt secure code development standards and ensure that no real data is used in test environments. If necessary, CUSTOMER's express written authorisation will be required, and the same security measures required for the work environment will be applied to these test environments.

(i) When the scope of the Agreement includes the supply of equipment and/or materials, the VENDOR shall prove that best security practices and standards have been applied for the design, fabrication, maintenance, and, where applicable, installation of the supplied equipment and/or materials, including its components.

For any such equipment and/or materials with information processing capacity or network connectivity options:

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(i) The VENDOR shall provide evidence or certificates that guarantee design security, firmware/software updates and malware protection.

(ii) The VENDOR shall conduct periodic analyses of vulnerabilities and inform CUSTOMER about any necessary updates, especially those that affect security.

(iii) All internet connected devices shall be protected with adequately complex passwords that can be changed by CUSTOMER.

(iv) The configuration of devices, equipment and materials shall be adjustable exclusively according to AVANGRID's needs, and any unnecessary functionality deactivated. Should the VENDOR conduct any configuration, documentation to that effect shall be provided.

(j) VENDOR should fully implement the mitigation actions available on the APTs Targeting IT Service Provider CUSTOMERS site page to protect against this malicious activity. VENDOR should implement the following specific actions:

(i) Apply the principle of least privilege to their environment, which means customer data sets are separated logically, and access to client networks is not shared;

(ii) Implement robust network and host-based monitoring solutions that looks for known malicious activity and anomalous behaviour on the infrastructure and systems providing client services;

(iii) Ensure that log information is aggregated and correlated to enable maximum detection capabilities, with a focus on monitoring for account misuse; and

(iv) Work with CUSTOMER to ensure hosted infrastructure is monitored and maintained, either by the service provider or the client.





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Schedule B

Cyber-Insurance Requirements

(a) VENDOR shall during the term of the Agreement have and maintain the following insurance coverage:

(i) Cyber Errors and Omissions Policy providing coverage, on a per occurrence basis, for acts, errors, omissions, and negligence of employees and contractors giving rise to potential liability, financial and other losses relating to data security and privacy, including cost of defense and settlement, in an amount of at least \$10 million dollars, which policy shall include coverage for all costs or risks associated with:

- 1) violations of data privacy or data security laws and regulations; and
- 2) cyber risks, including denial-of-service attacks, risks associated with malware and malicious code, whether designed to interrupt a network or provide access to private or confidential information; and
- 3) other risks specific to the work performed by VENDOR as shall be identified by CUSTOMER.

(ii) Such coverage shall be furnished by an insurance company with an A.M. Best Financial Strength Rating of A- or better, and which is otherwise reasonably acceptable to CUSTOMER.

(b) VENDOR warrants that the scope of all coverage evidenced to the CUSTOMER pursuant to this Agreement shall be the sole responsibility of the VENDOR to maintain at committed to levels required by this document and VENDOR, in any event of a loss, will take full responsibility for the payment of any policy deductible, self-insured retention, premium or retrospective premium obligation necessary to maintain coverage, and shall include coverage for any indemnification and hold harmless agreements made by the VENDOR pursuant to the Data Security Rider. VENDOR's failure to pay the applicable deductible, self-insured retention, or retrospective premium shall constitute a material breach of this Agreement, with damages equal to at least the amount of insurance lost or not provided due to such breach.

(c) All insurance coverage(s) provided by VENDOR pursuant to this Agreement shall be primary and non-contributing with respect to any other insurance or self-insurance which may be maintained by the CUSTOMER.





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Schedule C

Acceptable Use Requirements

The intent of this Schedule is to document requirements as they pertain to the Acceptable Use of the Electronic Devices and Cyber-infrastructure of Avangrid, Inc. and any of its subsidiaries (hereinafter "Avangrid") by contractors, consultants or other third parties.

Employees and other persons acting on behalf of Avangrid vendors shall be required to read, acknowledge their understanding of, and commit to comply with these Avangrid Acceptable Use Requirements.

Definitions

- A **User** is defined as any contractor, consultant or other third parties, including any employee of an Avangrid vendor, with access to or using Avangrid Electronic Devices or Cyber-infrastructure.
- **Cyber-infrastructure** Includes electronic information and communications systems and services, and the information contained in these systems and services. Those systems and services are composed of all hardware and software that process (creation, access, modification, and destruction), store (paper, magnetic, electronic, and all other media types), and communicate (sharing and distribution) information, or any combination of these elements.
- **Electronic Devices** include standard computer (workstation desktop/ laptop) with network connections, digital storage media used in standard computers (e.g. hard drives), telephone and voicemail systems, mobile phones, smartphones, tablets, Personal Digital Assistants (PDA), End Point Storage Devices (EPSD), digital and video cameras (including CCTV), mobile navigation systems, printers, photocopiers and scanners, fax machines, and all other similar of associated devices, etc.
 - **Avangrid Electronic Devices** are Electronic Devices owned and managed by Avangrid.
 - **Personally Owned Devices (POD)** are Electronic Devices (e.g. smart phones, tablets, laptops) privately owned and managed by Users.
 - **End Point Storage Devices (EPSD)** applies to the storage of data on devices that can be connected either by a USB drive, data cable or by wireless connection direct to any computing equipment within Avangrid, e.g. USB sticks, drives, thumb nails, pen drives, flash drives, memory cards, etc.

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1. Requirements and Practices

1.1 Electronic Devices

Avangrid Electronic Devices and resources are property of Avangrid and may be provided to Users for the pursuit of their professional activity.

1.1.1 The determining authority and responsibility for issuance of an Electronic Device shall rest with the Avangrid Business Area Leader (BAL) or department hiring manager.

1.1.2 Avangrid Electronic Devices shall be provided to Users configured with the required security hardware and software protections.

a. Compromising or interfering with the Electronic Devices' operating system, hardware, software or protection mechanisms is prohibited.

1.1.3 Users shall be responsible for the appropriate use of authorized Electronic Devices in accordance with their duties and responsibilities, including, but not limited to:

a. Protecting Electronic Devices from misuse.

b. Logging off or protecting Electronic Devices with a screen and/or keyboard locking mechanism, when unattended and when not in use.

i. Desktop and laptop computers shall be switched off or hibernating when unattended for a period more than one hour and always at the end of the workday.

ii. Desktop and laptop computer screens shall be locked by Users always when unattended.

c. Taking the following preventative measures to ensure that any Electronic Devices used to connect to Avangrid's Cyber-infrastructure are physically secured by:

i. Protecting Avangrid assets from unauthorized access and use by others,

ii. Leaving Electronic Devices in secured locations (e.g. locked cabinet or drawer, locked rooms in locked buildings as applicable),

iii. Not leaving Electronic Devices in plain view in unattended vehicles,

iv. Not leaving Electronic Devices in vehicles overnight,

v. Carrying laptops as hand luggage when traveling,

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- vi. Positioning Electronic Devices so that they (and the information displayed) are not visible from outside a ground floor window, and
 - vii. Positioning the display screen of Electronic Devices such that it cannot be viewed by others in public places (e.g. train, aircraft, restaurants, etc.).
- 1.1.4 Users shall follow Avangrid procedures for immediately reporting lost, compromised, or stolen Electronic Devices.
- a. The User shall notify the Service (Help) Desk and their Avangrid contact.
- 1.1.5 User shall follow Avangrid procedures for the return of Avangrid owned Electronic Devices when the use of those devices is deemed no longer necessary.
- a. Users shall return all Avangrid Electronic Devices to their Avangrid contact immediately upon separation/ termination, which shall be responsible for collecting all Avangrid Electronic Devices.
- 1.1.6 The use of hot desks/ shared network access equipment shall be reserved for Users who do not regularly require the use of a portable Electronic Device (e.g. laptop) for their professional activities.
- a. Users of hot desks/shared network access shall have a current network login.

1.2 Connection to Avangrid Cyber-infrastructure

- 1.2.1 All Electronic Devices which connect to the Avangrid Cyber-infrastructure network shall be Avangrid approved assets which have been configured in accordance with Avangrid standard configurations.
- a. Non-Avangrid approved Electronic Devices shall not connect directly to the Avangrid Cyber-infrastructure (e.g. through Ethernet connection).
 - b. Wireless connections from an Avangrid office shall only be accomplished through Avangrid Electronic Devices and the Avangrid supported wireless infrastructure.
 - c. Guest wireless network accounts shall only be supplied on 'as-need-be-basis' following Avangrid approval processes.
 - d. Remote desk connections shall only be supplied on 'as-need-be-basis' following Avangrid approval processes.





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1.3 Use of Mobile Devices (for Remote Access)

- 1.3.1 The determining authority and responsibility for issuance of a mobile electronic device to perform Avangrid professional activities; access the Avangrid Cyber-infrastructure or store/transmit Avangrid information/data remotely shall rest with the Avangrid Business Area Leader (BAL) or department hiring manager.
- a. Users shall remotely access Avangrid's Cyber-infrastructure utilizing only authorized hardware, software and access control standards (e.g. Avangrid approved VPN technology for Avangrid Electronic Devices or Citrix client).
 - b. At no time shall a remote User initiate two simultaneous connections to different networks (e.g., no split tunneling and no multi-homed connection).
 - c. Avangrid issued SIM cards shall not be swapped or used in non-Avangrid issued Electronic Devices.
 - d. Configuring a non-Avangrid issued Electronic Device for connection to the Avangrid corporate email system is strictly prohibited.
 - e. Users should be aware that Avangrid may monitor emails sent from and to non-Avangrid issued devices.

1.4 Personally Owned Devices

- 1.4.1 The use of Personally Owned Devices for access to and/or handling of Avangrid information/data and Avangrid Cyber-infrastructure is prohibited.

1.5 Treatment of Software and Applications

- 1.5.1 The acquisition and installation of software on Avangrid Electronic Devices shall be made using approved methods.
- a. All access to company software and/or applications shall be subject to formal request and approval processes.
- 1.5.2 Users shall be prohibited from introducing or installing any unauthorized software, content or material.
- 1.5.3 The installation of any type of network access program peer (P2P) or similar (e.g., BitTorrent, Emule), as well as any other application for file sharing that could saturate Internet bandwidth, prevent access to other Users or slow down connections to technology and information resources is prohibited.

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1.5.4 Intellectual property, licensing and regulatory requirements shall be observed always. Downloading, obtaining, copying or redistributing materials protected by copyright, trademark, trade secret or other intellectual property rights (including software, music, video, images) is prohibited, even where such material is to be used for the pursuit of the professional activity.

- a. Where materials protected by copyright, trademark, trade secret or other intellectual property rights are required for the pursuit of an Avangrid professional activity the appropriate license/permission shall be obtained prior to use.

1.6 Treatment of Information/Data

1.6.1 Information/data assets obtained or created during the engagement with Avangrid are the property of Avangrid and shall be treated in accordance with the applicable Agreement and Data Security Rider.

1.6.2 The storage of Avangrid information/data on Personally Owned Devices or non-Avangrid controlled or authorized environments, including non-authorized Electronic Devices is prohibited. Users shall not store AVANGRID owned information/data on devices that are not issued by AVANGRID unless explicitly and contractually agreed by both parties.

1.6.3 Where access to Personal Data is part of a Users' professional role and responsibilities, access shall be treated in accordance with all applicable data protection and/or privacy law(s) and regulation(s) and under strict access and usage guidelines.

1.6.4 Corporate storage spaces and network resources shall be used for file storage and/or exchange of professional information.

1.6.5 Users shall store and share information/data in accordance with the terms and conditions with Avangrid and any applicable Data Security Rider.

1.6.6 Use of an End Point Storage Device (EPSD) (e.g., USB) shall be limited to those devices acquired through the Information Technology (IT) request process (e.g. ITSM/ServiceNow).

1.6.7 Printed information/data (hard copy) shall be:

- a. Stored based on critically, e.g., hardcopy containing confidential and/or sensitive information/data shall be locked away when not required (or not in use).
- b. Discarded, when no longer needed, based on criticality, e.g. confidential and/or sensitive hardcopy shall be shredded.
- c. To be removed from printers, fax machines, copier rooms, and conference/ meeting rooms immediately.

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1.7 User Access Credentials and Passwords

- 1.7.1 Requests for access shall be made following access provisioning procedures.
- 1.7.2 Applications and network resources access shall be activated\deactivated in accordance with Avangrid activation\ deactivation procedures.
- 1.7.3 Users requiring duly justified privileged access rights will be assigned a specific "Privileged User ID"
 - a. Privileged User IDs shall be reviewed and confirmed at least semi-annually.
 - b. Regular professional activities shall not be performed from a privileged ID.
- 1.7.4 Users shall use strong, complex passwords and securely maintain secret authentication information (e.g. passwords, cryptographic keys, smart cards that produce authorization codes), including:
 - a. Not sharing or disclosing their Avangrid credentials (log on IDs-user names and/or passwords) with others inside or outside the company.
 - b. Keeping secret authentication information confidential, ensuring that it is not divulged to any other parties, including senior management and technical support.
 - c. Not recording (e.g. on paper, software file or hand-held device) secret authentication information, unless this can be stored securely, and the method of storing has been approved (e.g. password vault) by Corporate Security.
 - d. Changing secret authentication information when there is any indication of a possible compromise.
 - e. Reporting any incidents or suspected compromises by following Avangrid incident reporting procedures.

1.8 Internet Use and Social Media

- 1.8.1 Avangrid may make available internet access to users depending on their role and responsibilities.
 - a. Internet access shall be provided as a tool for business purposes, shall be used with moderation and shall be proportional to the work being undertaken.
 - b. Access to restricted websites shall be enabled at the discretion of Avangrid and shall be

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provisioned following the security exception process.

- c. Only Avangrid approved surfing software shall be used to access the Internet.
- 1.8.2 A moderate and proportional use of the internet shall be allowed for non-professional activities, although web surfing is expressly prohibited for:
 - a. Accessing or posting of any racist or sexual content or any material that is offensive or defamatory in nature.
 - b. Accessing games, downloading video, music (MP3 or another format), or downloading any other files not related to the Avangrid related responsibilities.
- 1.8.3 Limited and occasional use of Avangrid Electronic Devices and resources to engage in Social Networking and Blogging is acceptable, provided that:
 - a. It is done in a professional and responsible manner.
 - b. It does not violate the Code of Ethics or any relevant Avangrid policy, procedure or rule.
 - c. It is not detrimental to Avangrid's best interests.
 - d. It does not interfere with regular work duties.
 - e. There is no breach of the prohibitions identified in these requirements.
- 1.8.4 Avangrid reserves the right to determine which websites and social media platforms can be accessible through Avangrid Electronic Devices or Cyber –infrastructure.

1.9 E-mail Use

- 1.9.1 All information created, sent, or received via Avangrid's e-mail system(s), including all e-mail messages and electronic files shall be the property of Avangrid.
- 1.9.2 Avangrid reserves the right to monitor, inspect and access such emails and electronic files.
- 1.9.3 The forwarding of Avangrid owned information/data to a personal e-mail account is prohibited.
- 1.9.4 Removing or circumventing any of the security controls enforced on the company email system (e.g. SPAM filtering, automatic email disclaimers, etc.) is prohibited.
- 1.9.5 Users shall not permit others to use their e-mail accounts. Based on user established permissions; calendars and/or mailboxes may be shared.

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- 1.9.6 Limited use of an Avangrid e-mail account for personal purposes shall be regarded as acceptable provided that:
- a. Use does not interfere with the normal performance of professional duties.
 - b. Messaging does not violate applicable laws, regulations, the Code of Ethics, or Avangrid policies.
 - c. Use is moderate both in terms of frequency and amount of memory and resources consumed.
- 1.9.7 Avangrid e-mails or messages containing company information/ data shall not be forwarded to external parties except where there is a specific business 'need to know'.
- 1.9.8 Avangrid electronic messaging shall not be used for transmitting, retrieving or storing any messages, files or attachments which constitute:
- a. Harassing or discriminatory messages which relate to gender, race, sexual orientation, religion, disability or other characteristics protected by applicable laws and regulations.
 - b. Defamatory messages which adversely affect the reputation of a person or company.
 - c. Messages that violate copyright, trademark, trade secret or other intellectual property rights.
 - d. Obscene materials or images of a sexual nature.
 - e. Files or documents of an indeterminate origin or that, for any reason, may include computer viruses or in any way breach the security systems of the company or the recipient of the file or document, or may damage their IT systems.
 - f. Any material or images that might reasonably be expected to cause personal offense to the recipient.
 - g. Messages in violation of applicable laws, regulations, the Code of Ethics, or Avangrid policies.
- 1.9.9 The retention period for e-mail messages shall be 18 months. Once the retention period has been reached, emails shall be automatically eliminated from the user's mailbox.
- a. a. Users shall store messages and/or associated attachments in Avangrid provided network folders. Storage of messages and/or associated attachments on hard drives in .pst (personal mail folders) folders is prohibited.
- 1.9.10 Users shall report suspicious email messages (e.g., spam, phishing, etc.) the Service (Help) Desk

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and/or using the reporting tool REPORTER, available in Outlook.

1.10 Incident reporting

- 1.10.1 Users shall immediately report any unusual activity, incident or suspected event following Avangrid incident reporting procedures (e.g., Service (Help) Desk, REPORTER, etc.)

1.11 Contract Termination

- 1.11.1 Avangrid Electronic Devices assigned to or in the possession of a User shall be returned to Avangrid on or before the contract termination date or whenever it is determined that the use of the Electronic Device is no longer necessary. This includes the return of facility access badges.
- 1.11.2 Access to Cyber-infrastructure shall be deactivated (revoked) on or before a User's termination date in accordance with Avangrid access management processes.

2. No Expectation of Privacy

All contents of the Avangrid Electronic Devices and Cyber-infrastructure are the property of the company. Therefore, Users should have no expectation of privacy whatsoever in any e-mail message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on Avangrid's Electronic Devices or Cyber-Infrastructure.

3. Monitoring

- 3.1 Avangrid reserves the right to use monitoring controls, including software, to ensure compliance with these Acceptable Use Requirements document, and to record and/or monitor one or more Users' Electronic Devices and resources, e-mails and/or internet activity in accordance with regulatory and legal requirements.
- a. This includes the right to monitor, intercept, access, record, disclose, inspect, review, retrieve, print, recover or duplicate, directly or through third parties designated for such purpose, any information/data contained on and any uses of the Electronic Devices and Cyber-Infrastructure. Avangrid may store copies of such information/data for a period of time after they are created and may delete such copies from time to time without notice. Users consent to such monitoring by acknowledging these requirements and using the Electronic Devices and Cyber-Infrastructure.
 - b. Accordingly, Users should not harbor any expectation of privacy in respect to the use of Avangrid Electronic Devices or Cyber-Infrastructure and should not consider the data contained on them as private.

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- 4.2 Monitoring may take place at any time and without the need to notify or inform the User in advance, taking into consideration legal or regulatory limitations, where applicable.

4. Non Compliance

Violation and non-conformance to this guidance by third party workers may result in appropriate actions, including contract termination.



SCHEDULE G

Certifications

Contractor certifies, by and through its authorized representative, that to the best of its knowledge and belief that:

- A. Contractor and each parent and/or affiliate of such Contractor and/or consultant, has not:
1. Been indicted or convicted in any jurisdiction.
 2. Been suspended, debarred, found not responsible or otherwise disqualified from entering into contracts for failure to meet prequalification standards.
 3. Had a contract terminated for breach of contract or for any cause related directly or indirectly to an indictment or conviction.
 4. Changed its name and/or Employer Identification Number (taxpayer identification number) following its having been indicted, convicted, suspended, debarred or otherwise disqualified, or had a Contract terminated as more fully provided in (1), (2) and (3) above.
 5. Ever used a name, trade name or abbreviated name, or an Employer Identification Number different from that in the applicable contract or agreement.
 6. Been denied a contract for failure to provide the required security, including bid, payment or performance bonds or any alternative security deemed acceptable by the agency letting the Contract.
 7. Failed to file any required tax returns or failed to pay any applicable federal, state or local taxes.
 8. Had a lien imposed upon its property based on taxes owed and fines and penalties assessed.
 9. Been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, including an inspector general of a governmental agency or public authority.
 10. Had any sanctions imposed as a result of a judicial or administrative proceeding with respect to any professional license held or with respect to any violation of a federal, state or local environmental law, rule or regulation.
 11. Shared space, staff, or equipment with any business entity.

B. Furthermore,

1. Contractor and its subcontractors shall have obtained and maintain all necessary or required registrations, permits, authority, licenses and approvals required under Applicable Law, and have the expertise, qualifications, experience, competence, skills, know-how and capacity to perform the Services.
2. The Services will be performed by or under the supervision of persons who hold all necessary, valid licenses to practice in the State of New York and/or Maine as required as a part of this Agreement, by personnel who are skilled, experienced and competent in their respective trades or professions and who are professionally qualified to perform the Services in accordance with this Agreement.
3. The Contractor has familiarized itself with the requirements of the Agreement, including all Applicable Laws and Applicable Standards, and, consistent with best management practices, as defined in Article 4.5 of the Agreement, the Services can be performed in accordance with said requirements.
4. The Contractor has, in accordance with best management practice, as defined in Article 4.5 of this Agreement, examined the site(s) and surrounding locations, investigated and reviewed any provided geotechnical reports, ground, soil or site conditions reports, reports relating to utilities and other private records to familiarize itself with surface and subsurface conditions.
5. The Services included in this Agreement will comply with Applicable Law and Applicable Standards and will satisfy the requirements of the Contract Documents.
6. The Contractor is not in breach of any Applicable Laws or Applicable Standards that would have a material adverse effect on the Services.
7. The submission of proposal for this Project and/or the execution, delivery and performance of the Agreement and any other Project related document to which the Contractor is a party has been duly authorized by all necessary action of the Contractor; each person executing the Agreement and any other Project related document to which the Contractor is a party on the Contractor's behalf has been duly authorized to execute and deliver the same on the Contractor's behalf; and the Agreement and any other Project related document to which the Contractor is a party has been duly executed and delivered by the Contractor.
8. No funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of Owner in connection with the awarding of the agreement.

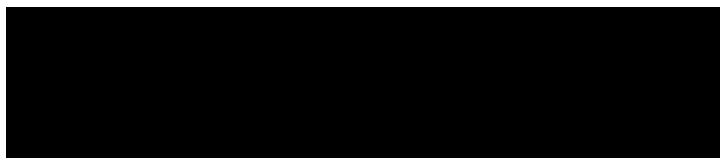
9. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.



Signature

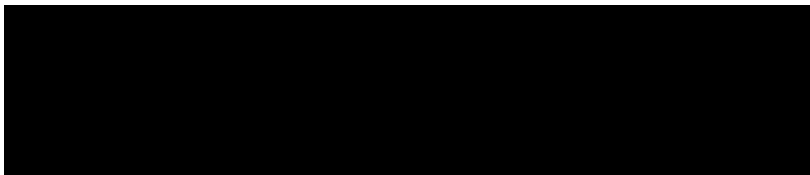
Date: _____

Name and Title:



SCHEDULE H

Bid Forms, Exemptions and Clarifications



Excel Tab	Task
TL General Notes	For Information
Labor Rates	Full Fill Labor Rates
Machinery Rates	Full Fill Machinery Rates
Fraser Reroutes Bid Form	Full Fill: Company Name & Unit Price & Montly Cash Flow

General Distribution Notes	
Item 1	<p>General Instructions</p> <p>PayCUs are simply a way to describe standard construction work accomplished for AvanGrid. They are to be used for routine Project and Program Work.</p> <p>Each activity must be completed in compliance with AvanGrid and national (IEEE/ANSI/ACI) standards as well as local, state, city, and federal laws and guidelines. The referenced standard column is included to help direct the contractor to the appropriate AvanGrid standard, with that said all of the AvanGrid TM standards apply to all of the PayCU described in this document.</p> <p>Storm Stand-By, Overtime and Premium time will be compensated by the applicable PayCUs or Labor/Equipment Rates and no payment will be rendered for activities not approved by the company.</p> <p>"Non-routine" work items not possible to be covered through PayCUs will be quoted with a Time and Equipment (T&E) Not-to-Exceed (NTE) approach. Loaded Labor and Equipment Rates are to be used when establishing the cost once the specific work details are provided. NTE quotes will be limited to work not addressed by PayCUs.</p> <p>Invoicing against PCs on the construction framework agreement will occur on a completion of the project or end of the month. Only completed PayCUs will be authorized for payment.</p> <p>Commencement of any Project under this agreement is not to occur until a Purchase Order has been released specific to that project.</p>
Item 2	<p>Each Transmission PayCU shall be Priced to Include:</p> <p>Administration, Supervision, and Management</p> <p>As-Built Documentation</p> <p>Delays (including weather)</p> <p>Environmental Compliance*</p> <p>Estimating</p> <p>Fuel</p> <p>General Traffic & Pedestrian Protection</p> <p>Labor & equipment required to complete each task</p> <p>Local or County Road Permit when required</p> <p>Miscellaneous consumable materials**</p> <p>Overhead</p> <p>Profit</p> <p>Safety Compliance</p> <p>Setting up working grounds</p> <p>Spoils Removal unless spoils are contaminated</p> <p>Travel***</p> <p>Work Area Protection</p> <p>QA/QC Costs- All work completed is expected to be delivered in a 100% correct state. The Contractors internal quality procedures should be priced within the PayCUs. This might include things like point-to-point wiring checks, self-inspection, etc.</p> <p>As-built drawing markups for two sets of field drawings (any changes/errors noted in the field will be properly marked in red/green format on the prints)</p> <p>Auxiliary support equipment/devices are expected to be delivered to the company in an operational status. While the final commissioning checks will be the responsibility of others, the company expects items like: HVAC, unit heaters, fire alarm system, receptacles/lighting, etc. will be delivered to the commissioning firm in a confirmed/operational state and initial IED programming completed to do so.</p> <p>Cleaning, Polishing, Painting, and other cosmetic tasks to deliver a visually complete product shall be within the scope of work.</p> <p>Matting for right-of-ways will be provided by the company or added to the quote request if, and when, required by an environmental permit.</p> <p>Incidental matting (fiberglass or equivalent) for backyard/rear property access will be the responsibility of the Contractor and is included in the activity price.</p> <p>Consumable materials shall be supplied by the Contractor and the price for consumables shall be included in the PayCU pricing.</p>

***		Show-Up Site is to be secured when travel is outside a 50-mile radius of the original or previous work location.
Item 3	<p>In general the following equipment will be supplied by AVANGRID for Transmission Projects (actual project requirements may vary):</p> <p>Braces Crossarms Insulators Poles Structures Wire</p> <p>On various projects, the Contractor may be asked to provide materials not in the list above. This may include items such as clamps, grounding, fasteners, and other miscellaneous hardware. When the Contractor provides these materials to AVANGRID, the Contractor shall supply to AVANGRID the actual cost of the materials obtained and apply the Contractor's markup to the cost of each material. These items shall be what is charged to AVANGRID for the Contractor provided materials. The markup to be applied by the Contractor on all material purchases for Contractor provided materials (except as excluded by name in other parts of the RFP) shall be according to the Terms and Conditions.</p>	
Item 4	<p>Transmission Consumables</p> <p>A non-binding list of what is generally expected to be consumables to be provided by the Contractor has been provided below and must be included in the PayCU price. Again the general idea is that if a consumable is needed to do a job and it is not mentioned in this spreadsheet the bidder shall assume its price is to be included in the PayCU (i.e. it is intent of the Owner that the Contractor deliver complete and functional units of production):</p> <p>Tape (all types) Drill bits and taps/dies Porta band blades Wire/cable identification tags Rags Extension cords All tooling/equipment Rain Equipment Drinking water Penetrox Tie Wraps Caulking Duct Seal/Foam Sealant SAFETY ITEMS: safety glasses hart hats gloves (work and cut resistant) hi-visibility vests ear plugs first aid kit safety harness FR coveralls/clothing safety grounds (Contractor to supply their own) Batteries for equipment Wire nuts (as needed) Miscellaneous mounting hardware, nuts, bolts etc Cross-Arm Extensions; running/stringing blocks and pulling sisal cord for Reconductoring Projects Brushes/appliators Sanitary facilities</p> <p>Contractor to provide final detailed list of their transmission consumables on the tab provided as part of their bid.</p>	

Item 5	PayID Basic Definitions
	<p>Highway - Work associated with functional locations accessible by typical wheeled equipment after consideration of incidental matting.</p> <p>Wheeled Transmission Equipment - Includes bucket trucks, digger derricks, pick-up trucks, pole trailers, and puller / tensioners (or equivalent equipment) used in the performance of electric line work. Larger equipment necessary to perform work on taller structures greater than 55-feet is considered specialized equipment.</p> <p>Off-Road - Work associated with functional locations (i.e. backyards, right-away, rear property or other locations) not accessible with wheeled transmission equipment. Off-Road work can be performed with typical off-road equipment or by climbing methods.</p> <p>Off-Road Transmission Equipment - Includes backyard machines and mini track equipment (or their equivalent) used in the performance of electric line distribution work. Larger track equipment necessary to access difficult right-of-ways or taller structures greater than 55-feet is considered specialized equipment.</p> <p>Transmission Cold - Is activity performed de-energized; ground(s) established.</p> <p>Transmission Hot - Is activity performed energized and includes removal of the original structure as part of the installation of the new structure.</p> <p>Specialized Equipment - Equipment not typically used in the performance of electric line transmission work either on the Highway or Off-Road. Specialized Equipment pricing is captured in the Equipment Tab.</p> <p>Standard Project - Recurring capital work of the Business that specifies the usual way to build common facilities based on existing AVANGRID Standards.</p> <p>Standard Projects are used as the reference for both building Network Infrastructures and defining the specific activities to be performed.</p> <p>Program Work - Routine work driven by inspection or assets management programs. Program Work often includes pole or material replacement work within a defined area.</p>



Instructions

To be Completed

Labor Rates

[Redacted Content]

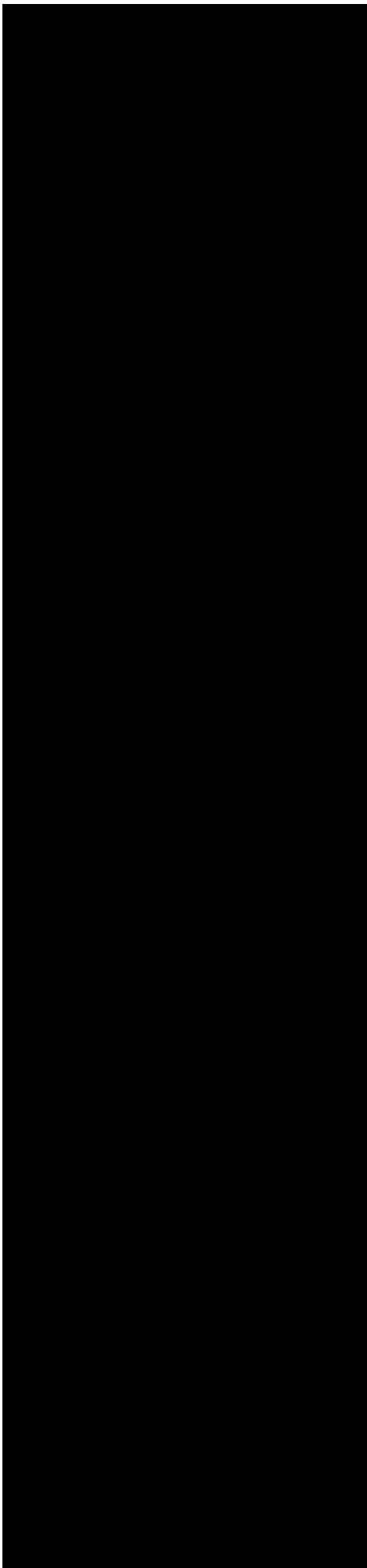
Instructions

To be Completed

0 AVANGRID

Table XX Machinery Rates

Internal Use





SCHEDULE I

Permits

1. General

Contractor is responsible for verifying that all Permits, whether provided by Contractor or Owner, have been issued and are in force prior to initiation of any Work covered by such Permits and that Contractor and all its employees are familiar with the requirements and restrictions of all permits, regardless of whether or not such information is specifically called out by the Owner.

2. Contractor Permits

Contractor shall secure and maintain, at Contractor's sole cost and expense (including costs of preparation, any filing fees and/or charges, and any bonds or other performance assurance), all Permits other than Owner Permits for the Work, including, but not limited to, permits required for over-the-road delivery of materials as applicable.

3. Owner Permits and Bonds

Owner shall secure and maintain, at Owner's sole cost and expense (including costs of preparation, any filing fees and/or charges, and any bonds or other performance assurance), the Permits and bonds listed in 3.1.

3.1 Listing of Permits

A. Federal

- 1) US Army Corps of Engineers (USACE) Section 10 and 404 Permits
- 2) Federal Aviation Administration (FAA) Obstruction Evaluations

B. State

- 1) New York State Department of Environmental Conservation (DEC) Article 15, 16, and 24 Permits (Wetland & Stream Impacts)
- 2) DEC State Pollution Discharge Elimination System (SPDES) Notice of Intent (NOI) (Construction Storm Water Management)
- 3) New York Public Service Commission (PSC) Part 102 Report Approvals (Utility Infrastructure System Authorizations)
- 4) Incidental Take Permits
- 5) Driveway/Entrance Permits

C. Local Municipal

- 1) Floodplain Development Permits
 - 2) Municipal Storm Water Permits
 - 3) Municipal Separate Storm Sewer System (MS4) Approvals
 - 4) New York City Watershed Protection Regulations Approvals
 - 5) State Environmental Quality Review Act (SEQRA) Approvals
 - 6) Site Plan Approvals
 - 7) Building Permits
 - 8) Zoning Approvals/Variances
 - 9) Conditional Use Permits
- D. Bonds
- 1) Road Bonds

SCHEDULE J

Insurance Requirements

Before commencing any Services, the Contractor 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 Contractor. In addition, for any Services that are authorized to be subcontracted, the Contractor shall require each Subcontractor to procure and maintain all insurance in like form and amounts as outlined in Section 1 below. In the event that Owner elects to pay any deductible and/or SIR to access any insurance policy, Contractor shall promptly reimburse Owner for such payment.

Breach of Insurance: Contractor's failure to obtain and maintain insurance coverage required in this Agreement shall constitute a material breach of the Agreement. In such event Owner, may at its option: (1) terminate the Contractor for default; or (2) purchase such coverage and back charge the premium and associated costs to Contractor; or (3) at their respective option, Owner and/or an additional insured can require the Contractor to pay for attorneys' fees, expenses, damages and liability as a result of any claim or lawsuit to the extent coverage would have been provided to them under Contractor's insurance but for Contractor's breach. Owner has the right to back charge Contractor for such sums.

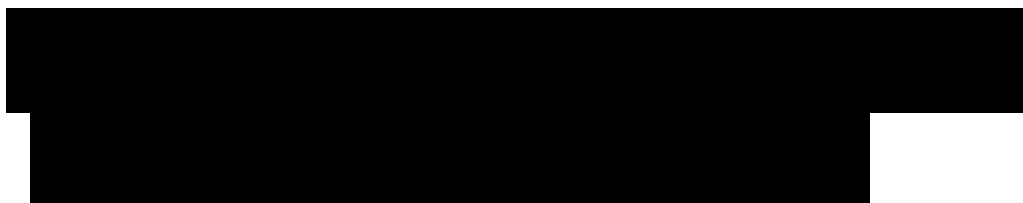
Prior to the commencement of: (1) any Services by Contractor; (2) the issuance of the Notice To Proceed by Owner; and (3) the entry onto the project site or other field locations, Contractor shall furnish Owner with Certificates of Insurance and all required endorsements evidencing the Contractor's and/or Subcontractor's possession of insurance with the minimum coverage limits as outlined in Section 1 below for Owner's review and approval.

Certificates of Insurance shall be provided annually to Owner. Within ten (10) calendar of receipt of notice of cancellation, reduction in coverage, or non-renewal, Contractor shall provide Owner with certificates evidencing replacement or reinstatement of the required coverage.

Contractor shall deliver the certificates of insurance and required endorsements, each referencing the Owner as the certificate holder to: (1) Owner's Procurement Department; and (2) Owner's Program Manager at the addresses listed herein.

E-mail: (preferred method)

Procurement E-mail Address: n/a



Mail:

Owner's Procurement Department: AVANGRID Service Company, Procurement Department/Insurance Cert., 3 City Center, 180 S. Clinton Avenue, Rochester, NY 14604

Failure of Owner to demand certificates, endorsements, or other evidence of full compliance with these insurance requirements, or failure of Owner to identify a deficiency from evidence that is provided, shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Furthermore, IT IS EXPRESSLY AGREED BETWEEN OWNER AND CONTRACTOR'S SUBCONTRACTORS THAT THE FAILURE OF CONTRACTOR TO REQUIRE OR VERIFY COMPLETE AND TIMELY PERFORMANCE OF THE SUBCONTRACTOR'S OBLIGATIONS UNDER THE SUBCONTRACT OR AGREEMENT SHALL NOT BE A WAIVER BY CONTRACTOR OF ANY RIGHT OF CONTRACTOR TO REQUIRE SUBCONTRACTORS TO COMPLY WITH THESE INSURANCE REQUIREMENTS AND/OR TO SEEK DAMAGES BECAUSE OF A SUBCONTRACTOR'S FAILURE TO COMPLY WITH THE INSURANCE REQUIREMENTS REQUIRED HEREUNDER.

Contractor shall provide Owner with prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance of this Agreement, and that involve or may involve coverage under any of the required liability policies.

1. Required Insurance, Coverage 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 \$25,000,000.

All insurance where Owner is an additional insured must contain provisions which state that the policy will respond to claims or suits by Owner against the Contractor/Consultant/ Labor Contractor/etc.

All insurance policies, with the exception of professional liability, must be written on an "occurrence" basis. Professional Liability Insurance shall be written on a "claims made" basis. Contractor shall provide 30 days' prior written notice of cancellation to certificate holder (10 calendar days' prior written notice for failure to pay premium). Such notice of cancellation must be provided to Owner via the addresses herein for Owner's Procurement Department and Owner's Program Manager.

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

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

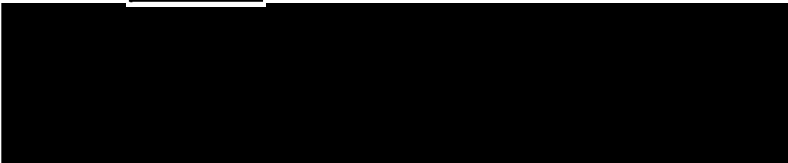
Scope/Limits of Insurance: To the fullest extent permitted by law, the coverage provided to the additional insureds must be at least as broad as that provided to the first named insured on each policy. In the event that any policy provided in compliance with this Agreement states that the coverage provided to an additional insured shall be no broader than that required by contract, or words of similar meaning, the Parties agree that nothing in this Agreement or elsewhere in the Agreement Documents is intended to restrict or limit the breadth of such 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.

No Limitation: The insurance requirements set forth and the coverage maintained by Contractor shall not limit any of Contractor's indemnity obligations or other liabilities under the Subcontract or Agreement.

1.1 Workers' Compensation and Employers' Liability Insurance in accordance with the statutory requirements (including occupational disease) of the State in which the project is located and the State of hire, if different. Employer's Liability Coverage will be provided with limits not less than \$1,000,000 per occurrence and in aggregate. Terms and conditions shall include:

- USL&H - where applicable by law.
- Jones Act - where applicable by law.
- All states endorsement - where applicable by law.
- Certificate must clearly identify that coverage applies in the State where the work is performed.



If Contractor or its subcontractors leases one or more employees through the use of a payroll, employee management or other company, Contractor must procure workers compensation insurance written on an "If Any" policy form and will be in addition to the worker's compensation coverage provided to the leased employees by the payroll, employee management or other company. The Insurance shall include an endorsement providing coverage for Alternate Employer/leased Employee liability.

1.2 Business Automobile Liability Insurance covering all owned, leased and non-owned vehicles used in connection with the work with limits of \$5,000,000 combined single limit per accident for bodily injury and property damage which shall apply as primary and non-contributory insurance. The policy must include coverage for bodily injury, death and property damage arising out of ownership, maintenance, or use of any motorized vehicle on or off the site of the Project, including contractual Liability coverage.

If hauling of hazardous waste is part of the work, Automobile Liability Insurance with a \$1,000,000 combined single limit per occurrence for bodily injury and property damage applicable to all hazardous waste hauling vehicles, and including the MCS 90 endorsement and the ISO Form CA 99 48 (Pollution Liability Broadened Coverage for Business Automobile).

The policy must be endorsed to include Owner as additional insureds on a primary and non-contributory basis and shall also be endorsed to include a waiver of subrogation in favor of the Owner where Contractor may provide services or work under this Agreement.

1.3 Professional Liability Insurance where if the Work includes design responsibilities, whether for design of permanent work or for "means-and-methods" or other reasons, prior to the commencement of the Work, the Contractor shall, and shall cause its applicable Subcontractors to, provide Professional Liability Insurance, including evidence thereof, for claims that arise from the acts, errors, or omissions of the Contractor, such Subcontractor, or any party acting on behalf of the Contractor, in the provision of professional services, in an amount no less than \$5,000,000 for lead Design Professionals, \$1,000,000 for Sub Design Professionals.

The policy shall be effective (retroactively, if applicable) from the date of commencement of all professional activities in connection with the Work until six (6) years after the completion date of the project or the expiration of the applicable statute of repose of the State in which the Project is located (whichever is greater/longer).

Coverages shall include:

- No exclusions for delays in Project completion and cost overruns.
- Insurance shall be primary and non-contributory.
- Policy shall include a provision that written notice to the carrier during the policy period of a circumstance that could result in a claim preserves coverage for a claim subsequently arising from the circumstance.
- No exclusion for mold, fungus, asbestos, pollutants, etc. The Contractor is required to notify the Owner of any claims occurring during the Policy Period if such claims could reduce the amount of coverage available to the Owner.

A Professional Liability Policy will not be required for means-and-methods if such coverage is specifically provided under Contractor's Commercial General Liability Policy and satisfactory evidence is provided to Owner to show same.

1.4 **Pollution Liability Insurance** covering losses caused by pollution conditions that arise from Contractor's operations including on-site, off-site and in-transit exposures, and loading and unloading. Coverage to include bodily injury, personal injury, sickness, disease sustained by any person, including death; property damage or destruction, including loss of use; clean-up costs; property damage including loss of use of damaged property or property not physically injured or destroyed, including diminution of value and Natural Resources damages; defense costs including costs, charges and expenses incurred in investigation, adjustment or defense of claims; and broad-form contractual liability coverage. Contractual liability shall not contain limiting endorsements. Coverage limits shall not be less than \$5,000,000 per occurrence and \$5,000,000 annual aggregate.

The policy must be endorsed to include Owner as additional insureds on a primary and non-contributory basis and shall also be endorsed to include a waiver of subrogation in favor of the Owner where Contractor may provide services or work under this Agreement.

1.5 **General Liability (Comprehensive or Commercial Form) Insurance**, 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 \$10,000,000 per occurrence and \$10,000,000 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.

The policy or policies must be endorsed to include Owner as additional insureds on a primary and non-contributory basis, including both ongoing and completed operations for Commercial General Liability Insurance, and the policy or policies shall also be endorsed to include a waiver of subrogation in favor of the Owner where Contractor may provide services or work under this Agreement.

1.6 **Builders All Risk ("BAR") Insurance** in the amount of \$Amount.OO per occurrence and \$Amount.OO aggregate (coverage amount to be set at Agreement Price plus Owner Materials purchased for incorporation into the Project- identified prior to contract execution) covering the following activities undertaken in the course of the Project - Covered activities including but not limited to:

As applicable, Construction, load out, loading/unloading, transportation by land, sea or air (including call(s) at port(s) or place(s) as may be required), pile driving, installation, hook-up, connection and/or tie-in operations, testing and commissioning, testing, trials, cable/pipe laying, trenching, and commissioning.

The BAR insurance shall cover Works executed anywhere (restricted only by the Territorial scope) in the performance of all contracts relating to the Project including materials, components, parts, machinery, fixtures, equipment and any other property destined to become a part of the completed Project, or used up or consumed in the completion of the Project.

The BAR insurance shall also cover all temporary Works, materials, outfits and all property associated therewith, whether such items are intended to form a permanent part of the Works or not, including site preparatory Works.

It is understood and agreed that any equipment and/or property that is not for incorporation into the Works must be insured by the Contractor whilst it is being utilized in the Project and whilst in transit to or from the Project site(s) until the earlier of the date of arrival at its final destination or the 30th day after its removal from the Project site(s).

The policy or policies must be endorsed to include Owner as additional insureds on a primary and non-contributory basis, including both ongoing and completed operations for Commercial General Liability Insurance, and the policy or policies shall also be endorsed to include a waiver of subrogation in favor of the Owner where Contractor may provide services or work under this Agreement.

SCHEDULE K-I

LIEN AND WAIVER RELEASE TO ACCOMPANY EACH INVOICE

[LETTERHEAD OF CONTRACTOR]

DATE: [_____]

TO: [INSERT ADDRESS]

WHEREAS:

1. AVANGRID Service Company ("Company" or "Owner") and [_____] ("Contractor") have entered into an agreement, dated [_____], (the "Agreement"), pursuant to which Contractor is to provide Construction Services in connection with [Project Name & Number] project as more fully described in the Agreement (the "Project").
2. Article 8.2 of the Agreement provides, among other things, that, each invoice shall be accompanied by (i) the Contractor's Lien Waiver and Release, subject to payment of the invoice by the Owner, of liens and claims relating to Work for which the Invoice or any prior invoice have been submitted, and (ii) a certificate that the Site, Work, materials and equipment described in the invoice and in all previous invoices are free and clear of all liens other than any liens extinguished upon receipt of payment by Contractor of such invoice. Contractor provides this instrument in order to satisfy the requirements of the aforesaid Article 8.2 in relation to Contractor's invoice no. [to be inserted] dated [to be inserted] (the "Invoice").

NOW THEREFORE:

1. Capitalized terms used and not defined herein shall have the meaning assigned to them in the Agreement.
2. Subject to payment by Owner to Contractor of the sum of [_____], which sum represents the full amount due to Contractor under the Invoice less Retainage and less Punch list withholding, if any, Contractor irrevocably waives its right to file, releases and relinquishes any lien, claim or security interest relating to Work for which the Invoice is submitted or any prior invoice has been submitted; provided, however, that no such waiver shall apply to unresolved claims submitted in writing to Owner prior to the date of this Waiver and Release. Contractor hereby authorizes Owner to file an amendment for any financing statement on file with respect to Owner, the Work, the Project or the Site if (a) Contractor is the secured party of record with respect to such financing statement and (b) the amendment releases from the collateral under such financing statement any collateral

released by this instrument from any lien, security interest or claim in favor of Contractor, or with respect to which Contractor waived its right to file any lien, security interest or claim.

3. Contractor certifies that:

3.1 All amounts that were due and payable by Owner in connection with the Work or the Project under invoices issued prior to the Invoice have been paid by Owner save in relation to Retainage and Punch List Withholding, if any, which Contractor acknowledges that Owner is withholding in accordance with Articles 8.2, and [_____] under Invoices Nos. [_____] , which are subject to dispute with Owner and are being withheld in accordance with Article 8.3 of the Agreement.

3.2 Contractor has not directly or indirectly created, incurred, assumed or suffered to be created by it or any Subcontractor, employee, laborer, mechanic, materialman, or other Contractor of goods or services any Contractor Lien relating to the Work, the Project, or any part thereof or interest therein, except to the extent Lien Security has been provided by Contractor in connection therewith;

3.3 Contractor has promptly paid and discharged any Contractor Liens which, notwithstanding Section 3.2 hereof, it has directly or indirectly created or suffered to be created by it or any Subcontractor, employee, laborer, mechanic, materialman or other Contractor of goods or services relating to the Work, the Project, the Site or any part thereof or interest therein, except to the extent Lien Security has been provided by Contractor in connection therewith; and

3.4 Title to all Work is free and clear of any and all liens, claims, charges, security interests, encumbrances and rights of Persons for payment other than Owner arising as a result of any actions or failure to act of Contractor, its Subcontractors, or their employees or representatives, except to the extent Lien Security has been provided by Contractor in connection therewith.

3.5 THIS WAIVER OF LIENS AND CLAIMS SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAW).

IN WITNESS WHEREOF, Contractor has duly executed this instrument on the day and year first written above.

[Contractor's Full Legal Name]

By: _____

Name: _____

Title: _____

State of _____

County of _____

The foregoing instrument was acknowledged before me this (date) by (name of officer or agent, title of officer or agent) of (name of corporation acknowledging) a (state or place of incorporation) corporation, on behalf of the corporation.

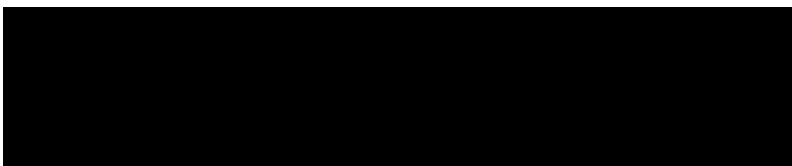
ACCEPTED:

AVANGRID SERVICE COMPANY

By: _____

Print Name

Title



SCHEDULE K-2

FINAL FORM OF LIEN AND WAIVER RELEASE

[LETTERHEAD OF CONTRACTOR]

DATE: [_____]

TO: [INSERT ADDRESS]

WHEREAS:

1 AVANGRID Service Company ("Company" or "Owner") and [_____] ("Contractor") have entered into an agreement, dated [_____], (the "Agreement"), pursuant to which Contractor is/ was to provide Construction Services in connection with [Project Name & Number] project as more fully described in the Agreement (the "Project").

2. Article 8.2 of the Agreement provides, among other things, that, the Retainage shall not be paid to Contractor until Contractor submits an affidavit that all payrolls, bills for materials and equipment and other indebtedness connected with the Work have been paid or otherwise satisfied, and provides releases and waivers of liens arising out of the Agreement from itself and all Subcontractors with subcontract value in excess of \$10,000.

NOW THEREFORE:

1. Capitalized terms used and not defined herein shall have the meaning assigned to them in the Agreement.

2. Contractor hereby irrevocably waives its right to file, releases, and relinquishes any lien, security interest, or claim for payment (whether in tort, for breach of contract, pursuant to Law, in equity or otherwise) relating to Owner, the Work, or the Project. Contractor hereby authorizes Owner to file a termination statement for any financing statement on file with respect to Owner, the Work, or the Project if Contractor is the secured party of record with respect to such financing statement.

3. Subject to Owner's payment of the Retainage in the amount of \$_____, Contractor certifies that:

3.1 All amounts that were due and payable by Owner in connection with the Work and the Project have been paid.

3.2 Contractor has not directly or indirectly created, incurred, assumed or suffered to be created by it or any Subcontractor, employee, laborer, mechanic, materialman, or other Contractor of goods or services any Contractor Lien relating to the Work, the Project, or any part thereof or interest therein, except to the extent Lien Security has been provided by Contractor in connection therewith;

3.3 Contractor has promptly paid and discharged any Contractor Liens which, notwithstanding Section 3.2 hereof, it has directly or indirectly created or suffered to be created by it or any Subcontractor, employee, laborer, mechanic, materialman, or other Contractor of goods or services relating to the Work, the Project, the Site or any part thereof or interest therein, except to the extent Lien Security has been provided by Contractor in connection therewith; and

3.4 Title to all Work is free and clear of any and all liens, claims, charges, security interests, encumbrances and rights of persons for payment other than Owner arising as a result of any actions or failure to act of Contractor, its Subcontractors, or their employees or representatives, except to the extent Lien Security has been provided by Contractor in connection therewith.

3.5 THIS WAIVER OF LIENS AND CLAIMS SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAW).

4. All Subcontractors and Persons that have provided labor, services, materials, supplies, Contractor's Equipment, Equipment, systems or machinery used in the performance of the Work have been paid all amounts which are due and owing them, with the exception of those amounts which are being disputed by Contractor in good faith, and Contractor has no knowledge of the existence of any other claim, actual or threatened by any Subcontractor or such Person, against Owner, Owner's property or all or any portion of the Equipment, Project, the Site or the existing facilities, other than claims for which Contractor has provided Lien Security.

IN WITNESS WHEREOF, the undersigned has duly executed this instrument on the day and year first written above

[Contractor's Full Legal Name]

By: _____

Name: _____

Title: _____

State of _____

County of _____

The foregoing instrument was acknowledged before me this (date) by (name of officer or agent, title of officer or agent) of (name of corporation acknowledging) a (state or place of incorporation) corporation, on behalf of the corporation.

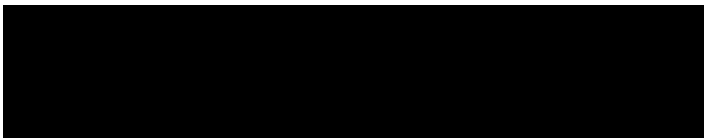
ACCEPTED:

AVANGRID SERVICE COMPANY

By: _____

Print Name

Title



SCHEDULE L-I

CERTIFICATE OF INSTALLATION AND TESTING COMPLETION

Project Name & Number: _____

Owner: _____

Contractor: _____

Date of Installation and Testing Completion: _____

AVANGRID Service Company ("Company" or "Owner") and [_____] ("Contractor") have entered into an agreement, dated [_____] (the "Agreement"), pursuant to which Contractor is to provide Construction Services in connection with [Project Name & Number] project as more fully described in the Agreement (the "Project").

Contractor, by and through the undersigned officer, duly authorized to represent Contractor and execute and deliver this certificate ("Certificate") to Owner, provides this Certificate to Owner under the Agreement. Capitalized terms used herein not otherwise defined shall have the meaning given such terms under the Agreement.

Contractor hereby certifies to Owner as of the date hereof that the following are true and correct:

(1) Installation and Testing Completion for the Project was achieved on [date of Installation and Testing Completion];

(2) The Project has achieved Installation and Testing Completion in accordance with the Scope of Work, the Agreement Documents, and all required Governmental Authorizations and Permits;

(3) All Work required to be furnished by Contractor for the Project is installed and tested complete in accordance with the Agreement Documents including, but not limited to: (1) All equipment has been delivered to the Site and properly incorporated into the Project; (2) All tasks and tests required to complete the Installation and Testing Complete milestone and any other requirements necessary to demonstrate that the Project meets the Agreement Documents have been successfully completed along with a certificate of the results, together

with a copy of the reports of such test results have been provided to and approved by Owner; and (3) All Drawings have been properly marked up accurately representing all equipment and Work as of the Date of Installation and Testing Completion;

(4) The Punch List has been submitted by the Contractor and approved by the Owner (see attached). The Punch List shall be divided into two parts; Critical Punch List and Non-Critical Punch List Items. The schedule and the estimated cost for completing the Punch List items have been agreed to by Owner and Contractor. The failure to include any items on such Punch List does not relieve the Contractor of the responsibility to complete all of the Work in accordance with the Agreement Documents;

(5) All Subcontractors and Persons that have provided labor, services, materials, supplies, equipment, systems or machinery used in the performance of the Work have been paid all amounts which are due and owing them for the Project, with the exception of those amounts which are being disputed by Contractor in good faith, and Contractor has no knowledge of the existence of any other claim, actual or threatened by any Subcontractor or such Person, against Owner, Owner's property or all or any portion of the Project, the Site or the existing facilities, other than claims for which Contractor has provided Lien Security; and

(6) The Project is capable of commencing all activities necessary to complete the Commissioning and Energization Work and all Work required to complete the Critical Punch List Items necessary to achieve Substantial Completion in strict compliance with the terms of all operating Permits.

AVANGRID SERVICE COMPANY

CONTRACTOR'S FULL LEGAL NAME

Signature

Signature

Print

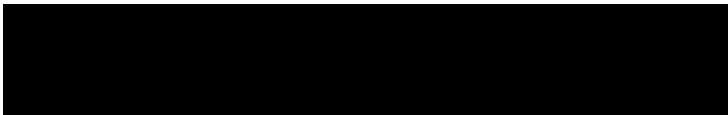
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Title

Title

Date

Date



SCHEDULE L-2

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project Name & Number: _____

Owner: _____

Contractor: _____

Date of Substantial Completion: _____

AVANGRID Service Company ("Company" or "Owner") and [_____] ("Contractor") have entered into an agreement, dated [_____] (the "Agreement"), pursuant to which Contractor is to provide Construction Services in connection with [Project Name & Number] project as more fully described in the Agreement (the "Project").

Contractor, by and through the undersigned officer, duly authorized to represent Contractor and execute and deliver this certificate ("Certificate") to Owner, provides this Certificate to Owner under the Agreement. Capitalized terms used herein not otherwise defined shall have the meaning given such terms under the Agreement.

Contractor hereby certifies to Owner as of the date hereof that the following are true and correct:

- (1) Installation and Testing Complete for the Project was achieved on [date], the Punch List, which includes the identification of all Punch List items as being either a Non-Critical item or a Critical item, was submitted by the Contractor and approved by the Owner on [date] and a Certificate of Installation and Testing Complete was fully executed by both parties;
- (2) Substantial Completion of the Project was achieved on [date of Substantial Completion];
- (3) The Project is substantially complete in accordance with the Scope of Work, the Agreement Documents, and all required Governmental Authorizations and Permits, and is capable of Commercial Operation and safe operation for its intended purpose;
- (4) All Work required to be furnished by Contractor for the Project is substantially complete including, but not limited to: (1) All equipment has been delivered to the Site and properly

incorporated into the Project; (2) All Drawings have been properly marked up by the Contractor and accurately represent all equipment and Work as of the Date of Substantial Completion, and (3) all Critical Punch List items have been completed;

(5) All tests required to be completed by the Contractor for the Substantial Completion milestone and any other requirements necessary to demonstrate that the Project meets the Agreement Documents have been successfully completed along with a certificate of the results, together with a copy of the reports of such test results have been provided to Owner for review and have been approved;

(6) The schedule and the estimated cost for completing the Non-Critical Punch List items have been agreed to by Owner and Contractor (see attached). The failure to include any items on such Punch List does not relieve the Contractor of the responsibility to complete all of the Work in accordance with the Agreement Documents.;

(7) All Subcontractors and Persons that have provided labor, services, materials, supplies, equipment, systems or machinery used in the performance of the Work have been paid all amounts which are due and owing them for the Project, with the exception of those amounts which are being disputed by Contractor in good faith, and Contractor has no knowledge of the existence of any other claim, actual or threatened by any Subcontractor or such Person, against Owner, Owner's property or all or any portion of the Project, the Site or the existing facilities, other than claims for which Contractor has provided Lien Security; and

(8) The Project is capable of Commercial Operation at expected operating levels in strict compliance with the terms of all operating Permits.

AVANGRID SERVICE COMPANY

CONTRACTOR'S FULL LEGAL NAME

Signature

Signature

Print

Print

Title

Title

Date

Date



SCHEDULE M

CERTIFICATE OF FINAL COMPLETION

Project Name & Number: _____

Owner: _____

Contractor: _____

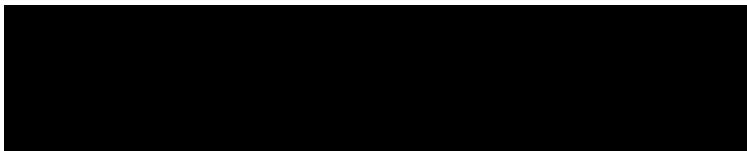
Date of Final Completion: _____

AVANGRID Service Company ("Company" or "Owner") and [_____] ("Contractor") have entered into an agreement, dated [_____] (the "Agreement"), pursuant to which Contractor is to provide Construction Services in connection with [Project Name & Number] project as more fully described in the Agreement (the "Project").

Contractor, by and through the undersigned officer, duly authorized to represent Contractor and execute and deliver this certificate ("Certificate") to Owner, provides this Certificate to Owner under the Agreement. Capitalized terms used herein not otherwise defined shall have the meaning given such terms under the Agreement.

Contractor hereby certifies to Owner as of the date hereof that the following are true and correct:

- (1) Installation and Testing Complete for the Project was achieved on [date], the Punch List, which includes the identification of all Punch List items as being either a Non-Critical item or a Critical item, was submitted by the Contractor and approved by the Owner on [date] and a Certificate of Installation and Testing Complete was fully executed by both parties;
- (2) Substantial Completion of the Project was achieved on [date], all Critical Punch List Items were completed by the Contractor and approved by the Owner on [date] and a Certificate of Substantial Completion was fully executed by both parties;
- (3) All Work required to be furnished by Contractor for the Project and all other requirements have been completed in accordance with the Agreement Documents, including, but not limited to:



- (a) The Warranty Period has been completed.
 - (b) All Punch List items noted at the time of Installation and Testing Completion have been completed.
 - (c) Submission of final marked up Drawings which accurately represent all equipment and Work as of the Date that the Warranty Period has expired.
 - (d) Submission of all manuals, documentation and spare parts as required by the Agreement Documents.
 - (e) All Change Orders, Extensions of Time and Claims have been mutually agreed to and paid.
 - (f) Contractor has performed all site clean-up and restoration.
- (4) Contractor further attests that it has provided and caused the Subcontractors to provide to Owner all affidavits, statements, waivers, releases and posted any security required under Appendix K-2 (Final Form of Waiver and Release), that all Worker's Compensation Claims are covered by Worker's Compensation Insurance as required by law, and all insurance required by Contractor beyond final payment, if any, is in effect and will not be cancelled or allowed to be expired without notice to the Owner;
- (5) All public liability claims are adequately covered by insurance and that the Contractor shall save, protect, defend, indemnify and hold the Owner harmless from and against any and all claims which arise as a direct or indirect result of any transaction, event occurrence or omission related to performance of the Work contemplated under said Agreement for Construction Services;
- (6) Contractor has obtained all Governmental Authorizations which are the responsibility of Contractor under the Agreement and has provided copies of the same to Owner; and
- (7) All Subcontractors and Persons that have provided labor, services, materials, supplies, Contractor's Equipment, Equipment, systems or machinery used in the performance of the Work have been paid all amounts which are due and owing them, with the exception of those amounts which are being disputed by Contractor in good faith, and Contractor has no knowledge of the existence of any other claim, actual or threatened by any Subcontractor or such Person, against Owner, Owner's property or all or any portion of the Equipment, Project, the Site or the existing facilities, other than claims for which Contractor has provided Lien Security.

Upon execution below, this project will be considered complete. This consideration does not relieve the Contractor from its post-construction activities, including correction of discrepancies

noted after Substantial Completion, warranty issues noted during the Warranty Period, latent defects and other requirements of the Agreement Documents or applicable State Law.

AVANGRID SERVICE COMPANY

CONTRACTOR'S FULL LEGAL NAME

Signature

Signature

Print

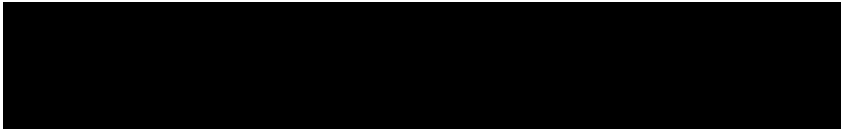
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Title

Title

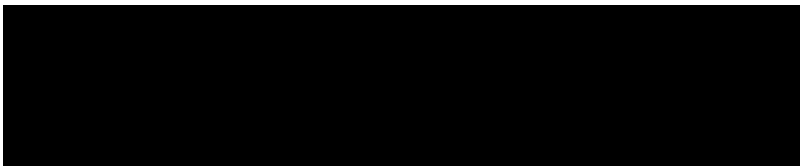
Date

Date



SCHEDULE N - I

AIA Performance and Payment Bond Form



DRAFT AIA® Document A312™ - 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

« »
« »

SURETY:

(Name, legal status and principal place of business)

« »
« »

OWNER:

(Name, legal status and address)

« »
« »

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:
(Name and location)

« »
« »

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and « »

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

Signature:

Name and « »

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »
« »
« »

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

« »
« »
« »
« »
« »
« »

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 The Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default.;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price, net of, and excluding, any sums which the Owner is entitled to setoff or withhold under the Construction Contract, in accordance with the terms of the Construction Contract to the Surety or to a contractor selected by the Surety, and acceptable to the Owner, in its sole discretion, to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense, subject to the consent of the Owner, which consent may be withheld in the Owner's sole discretion, take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine, in consultation with the Owner, the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, subject to agreement with the Owner, make payment to the Owner, which payment shall be subject to adjustment upon final completion of the Project, based upon the Contract Sum (as defined in the Construction Contract), as may be adjusted, plus the actual costs incurred by the Owner to perform any warranty Work, if any, performed during the warrant period as set forth in the Construction Contract.
- .2 Not used.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, less any sum the Owner is entitled to setoff or withhold, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract and warranty Work during the warranty period as set forth in the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond plus the amount of reasonable attorneys' fees, design professional and delay costs as set forth in Section 7.2 and liquidated damages as set forth in Section 7.3.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be commenced during the period provided under the applicable statute of limitations during which period suits or actions may be commenced pursuant to Florida law.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract, or as otherwise defined in the Construction Contract.

§ 14.4 Owner Default. Not used.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

«N/A »

§ 17 Terms contained herein beginning with initial capital letters, unless otherwise defined in this Bond, shall have the meanings ascribed to them in the Construction Contract.

§ 18 The provisions of this Bond shall survive the expiration or termination, for any reason, of the Construction Contract.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature:

Name and Title:

Address:

« »« »

« »

Signature:

Name and Title:

Address:

« »« »

« »

Exhibit A

Legal Description of the Property



DRAFT AIA® Document A312™ - 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

<< >> << >>

SURETY:

(Name, legal status and principal place of business)

<< >> << >>

OWNER:

(Name, legal status and address)

<< >> << >>

CONSTRUCTION CONTRACT

Date: << >>

Amount: \$ << >>

Description:

(Name and location)

<< >>

BOND

Date:

(Not earlier than Construction Contract Date)

<< >>

Amount: \$ << >>

Modifications to this Bond: << >> None << >> See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and << >> << >>

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature:

Name and << >> << >>

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

<< >> << >> << >>

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

<< >> << >> << >> << >> << >> << >>

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 The Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the services or labor was done or performed, within ninety (90) days after having last performed services or labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13); or
- .3 have filed or recorded a claim of lien upon or against the Project or the Site (as defined in the Construction Contract).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13) or have filed or recorded a claim of lien upon or against the Project or the Site (as defined in the Construction Contract).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Promptly pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to promptly discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to promptly discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Not used..

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration the period of the applicable statute of limitations during which period such suits or actions may be commenced pursuant to Florida law.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Not Used.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

« N/A »

§ 19 Terms contained herein beginning with initial capital letters, unless otherwise defined in this Bond, shall have the meanings ascribed to them in the Construction Contract.

§ 20 The provisions of this Bond shall survive the expiration or termination, for any reason, of the Construction Contract.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature:

Name and Title:

Address:

« »« »

« »

Signature:

Name and Title:

Address:

« »« »

« »



SCHEDULE N-2
AIA Warranty Bond Form

• AIA Document A313™ - 2020
Warranty Bond

CONTRACTOR/PRINCIPAL:
(Name, legal status, and address)

SURETY:
(Name, legal status, and address)

OWNER/OBLIGEE:
(Name, legal status, and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT
Date:

Description:
(Name and location)

BOND
Term of the Bond
The Term of this Bond commences on the date of final completion under the Construction Contract and continues for a period of 2 years, unless otherwise specified below, notwithstanding a longer warranty period set forth in the Construction Contract.

Amount of this Bond: \$

Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL **SURETY**
Company: (Corporate Seal) Company: (Corporate Seal)

Signature: _____ Signature: _____
Name _____
and Title: _____
(Any additional signatures appear on the last page of this Warranty Bond.)

(FOR INFORMATION ONLY — Name, address, and telephone)
AGENT or BROKER: _____ **OWNER'S REPRESENTATIVE:**
(Architect, Engineer, or other party:)

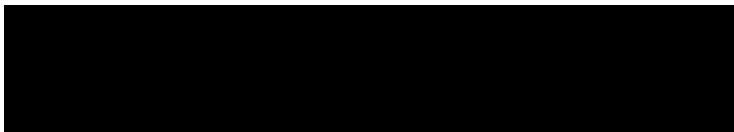
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SCHEDULE O

Contractor Safety Requirements



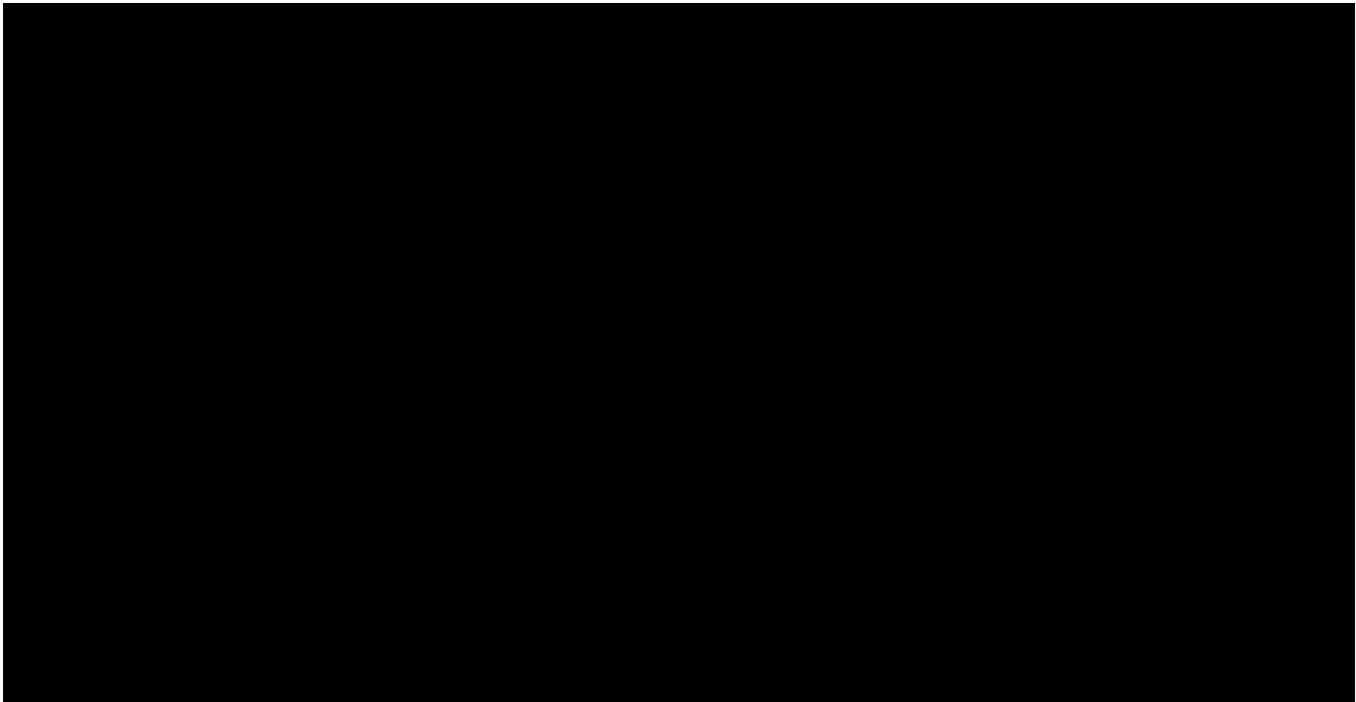


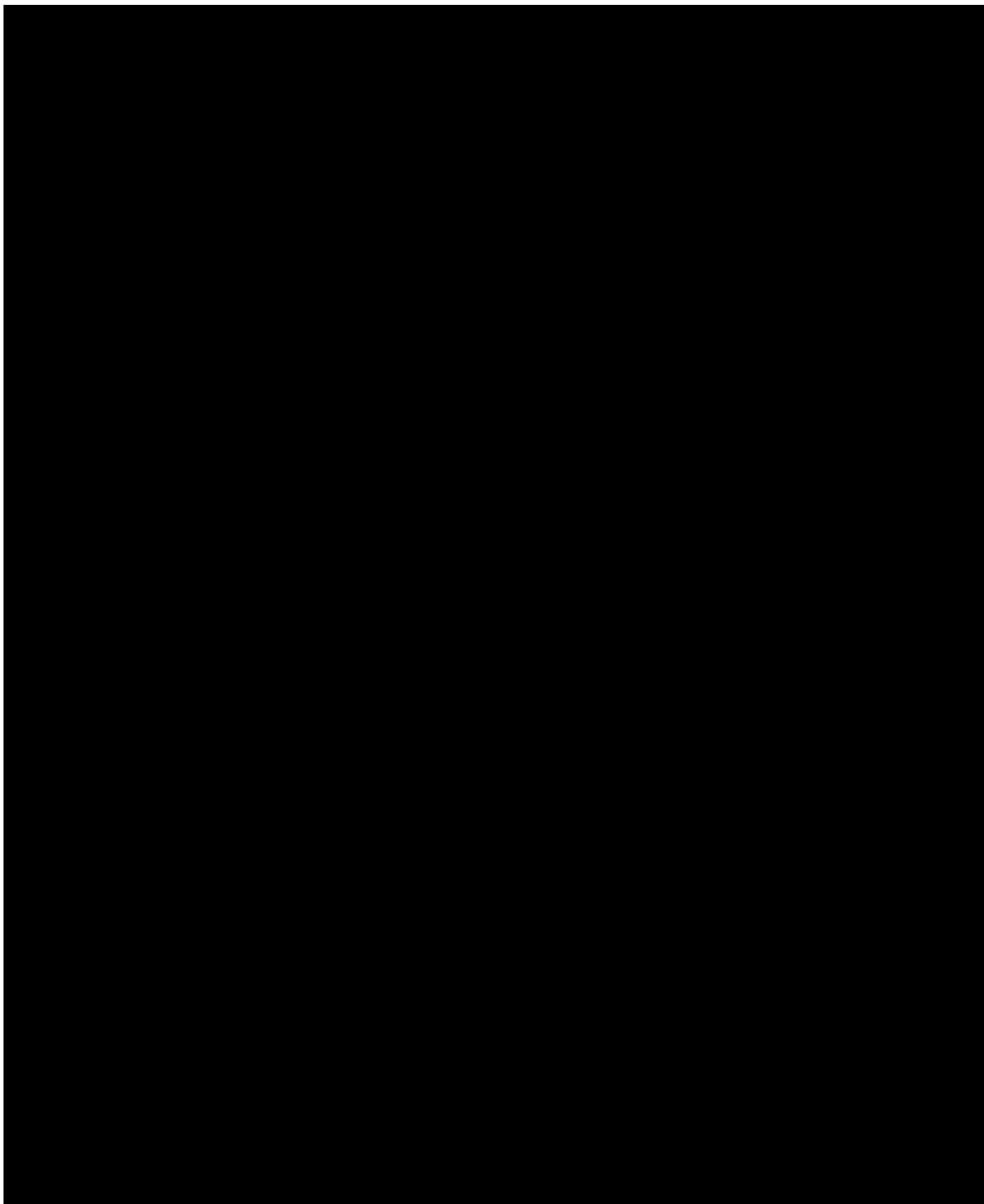
Avangrid Networks Contractor Safety Guide

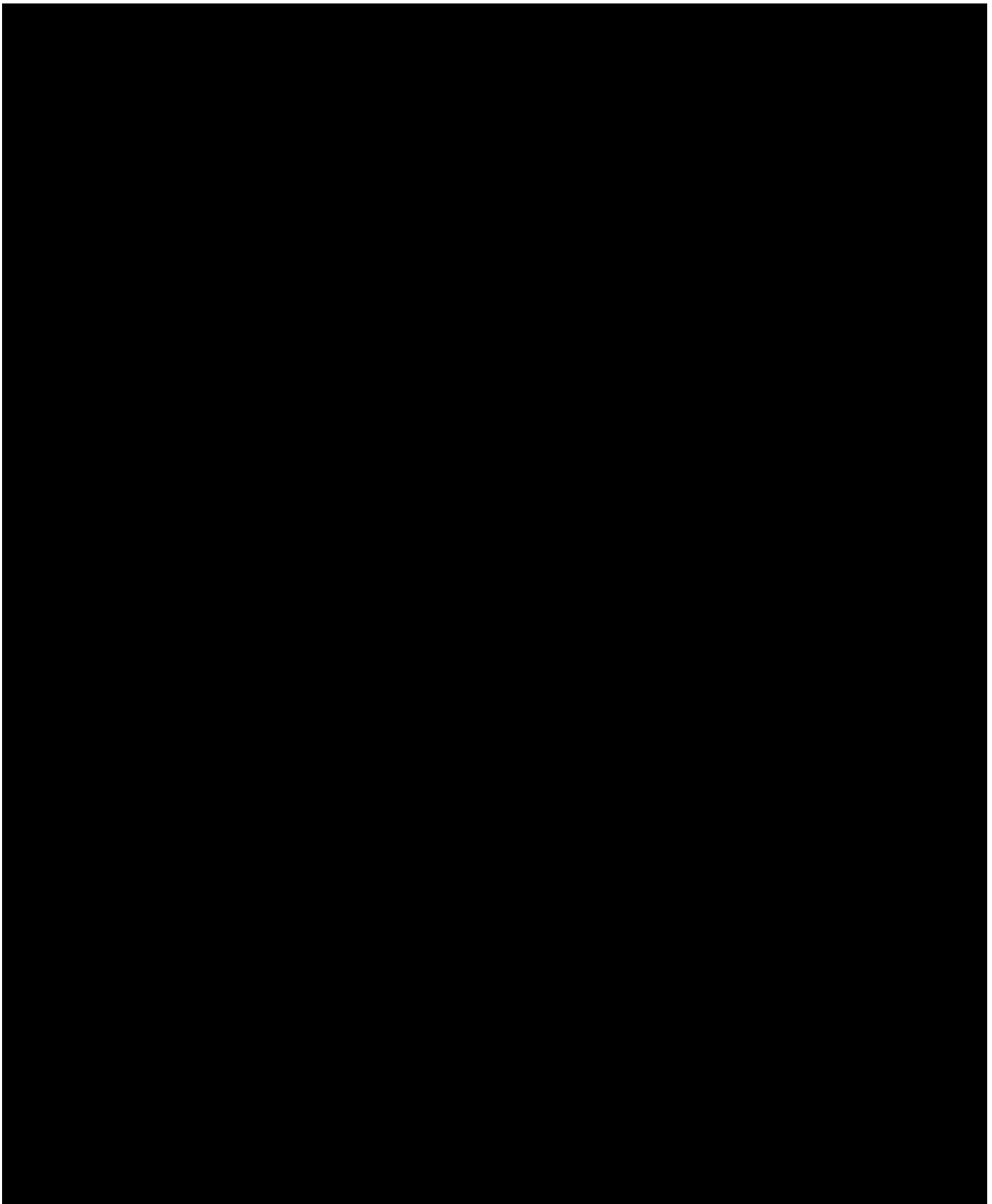
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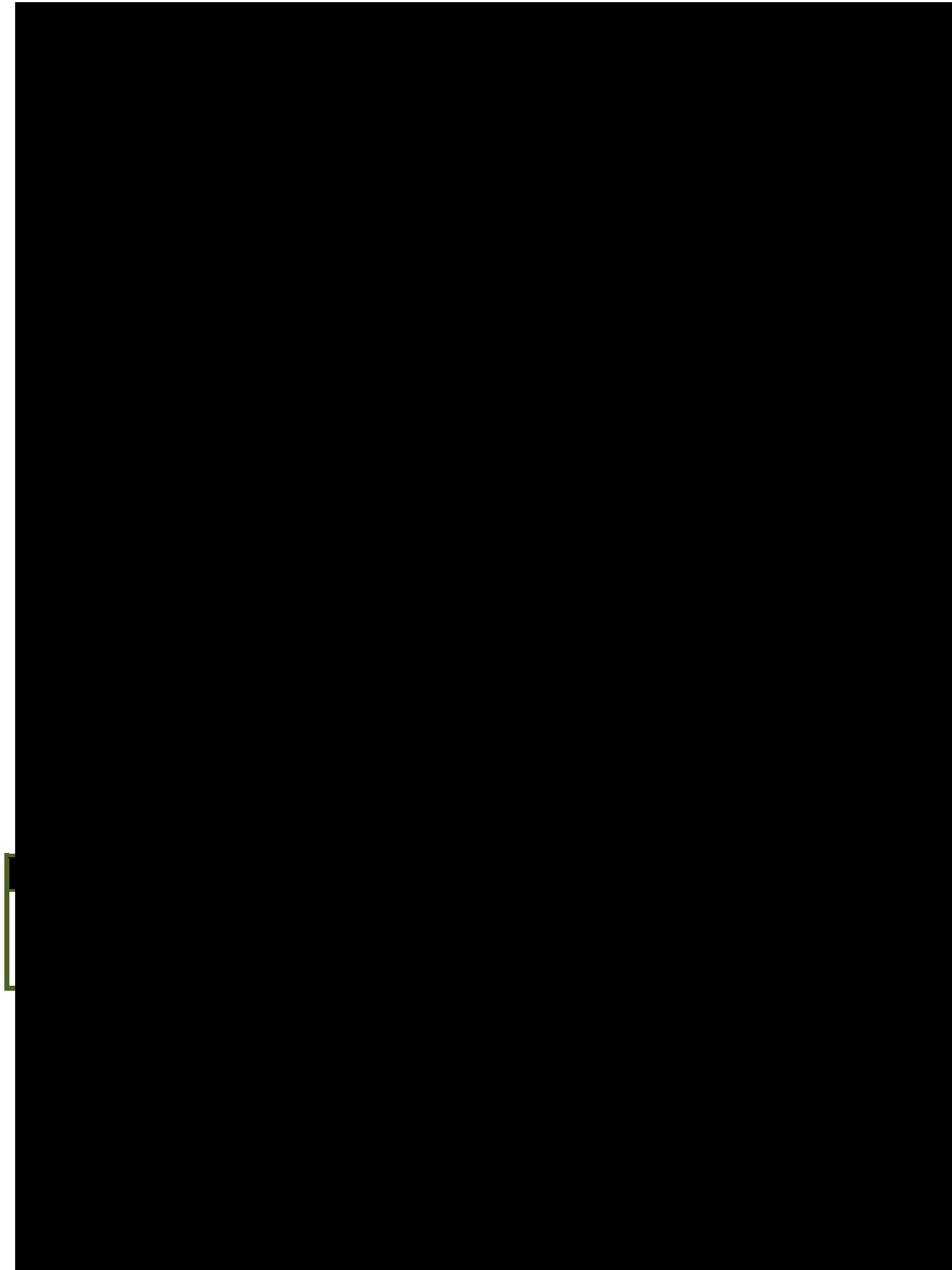




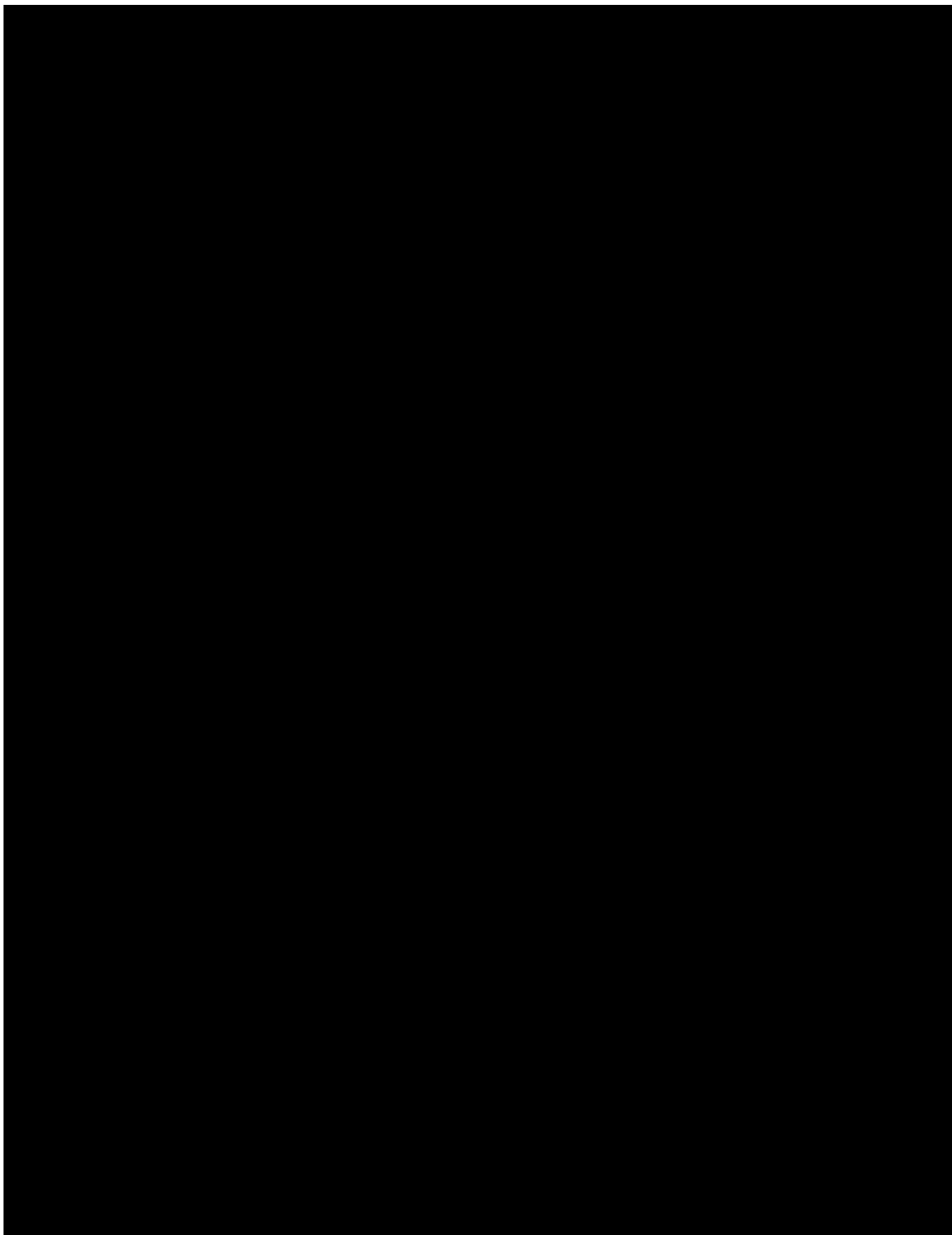
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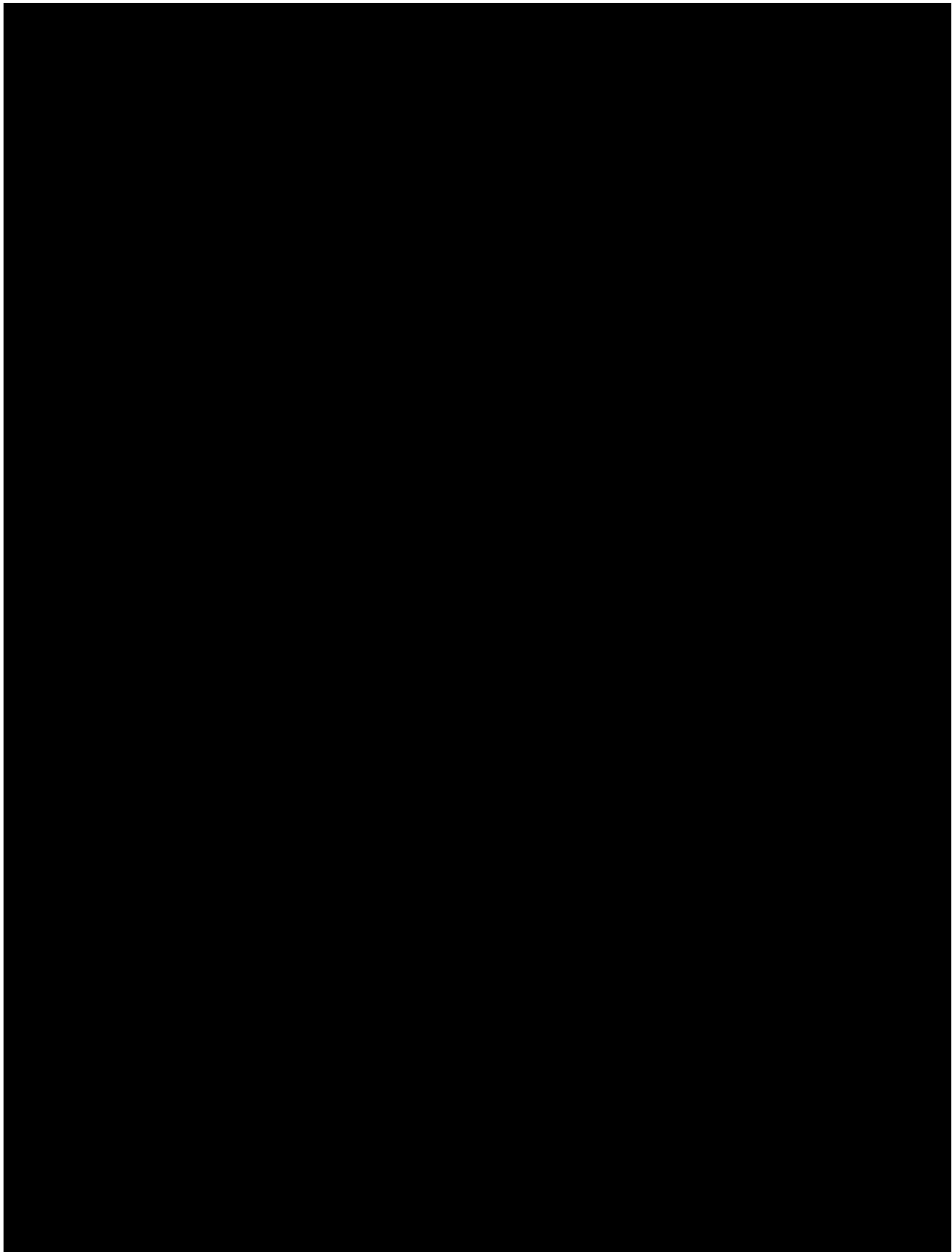


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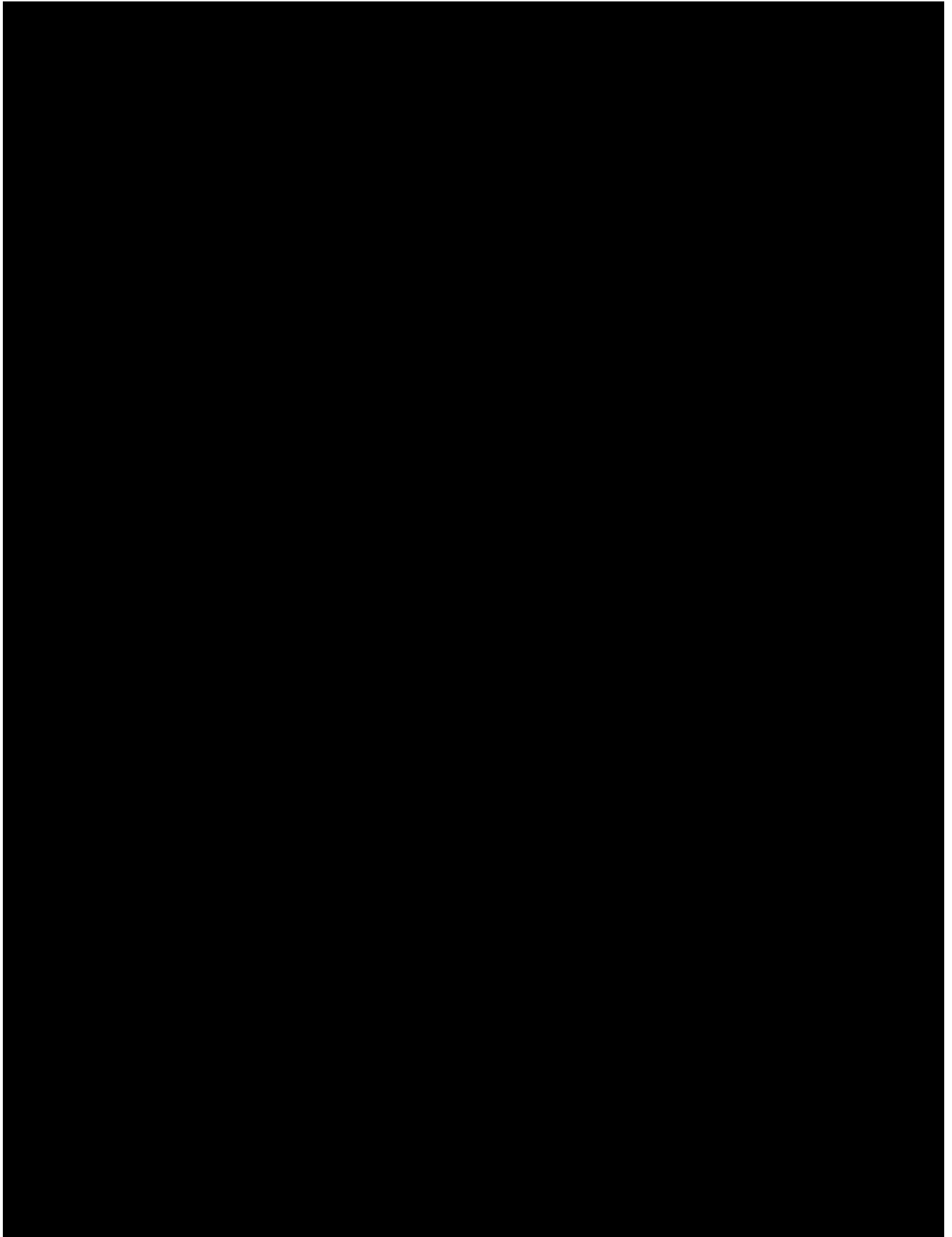


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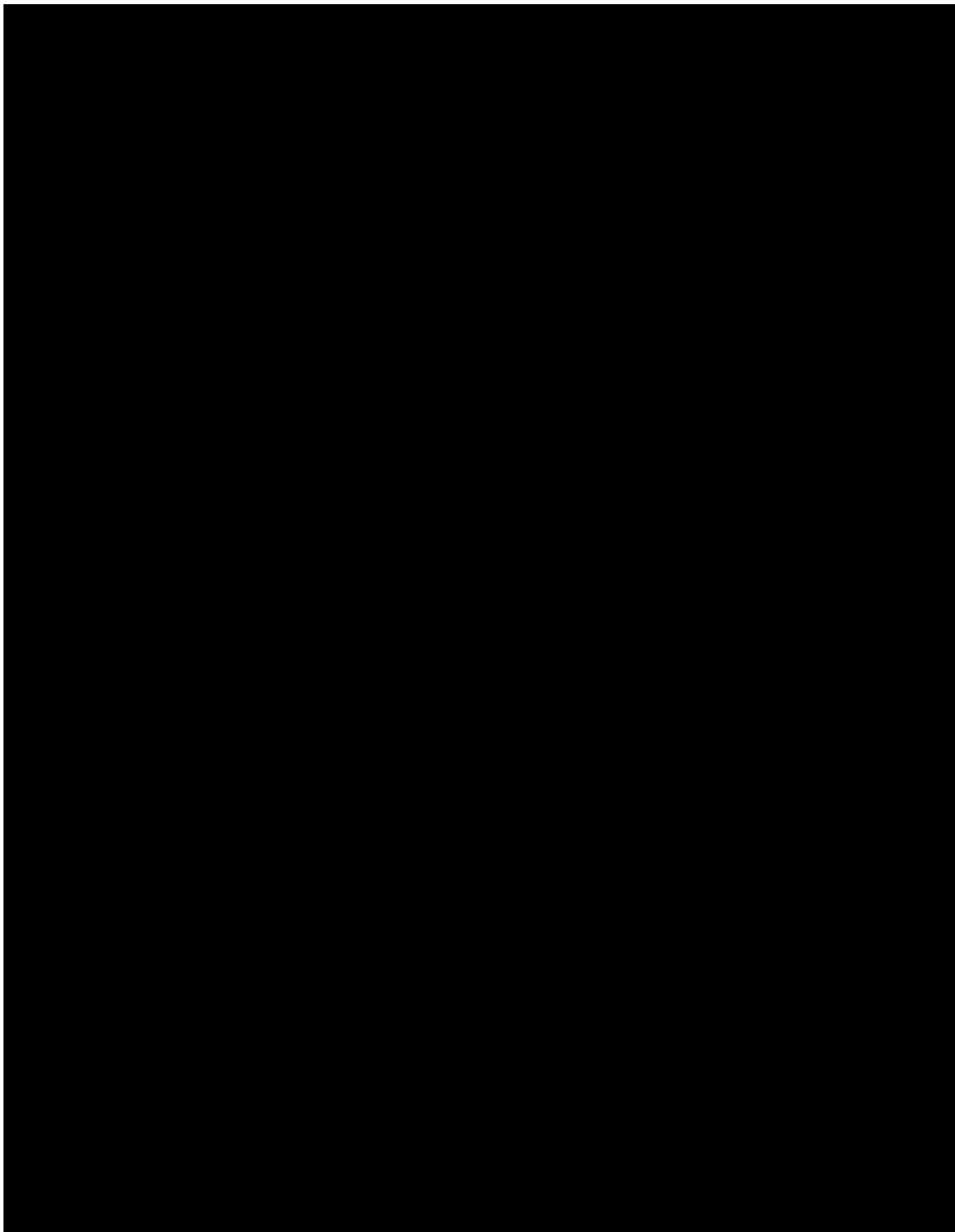




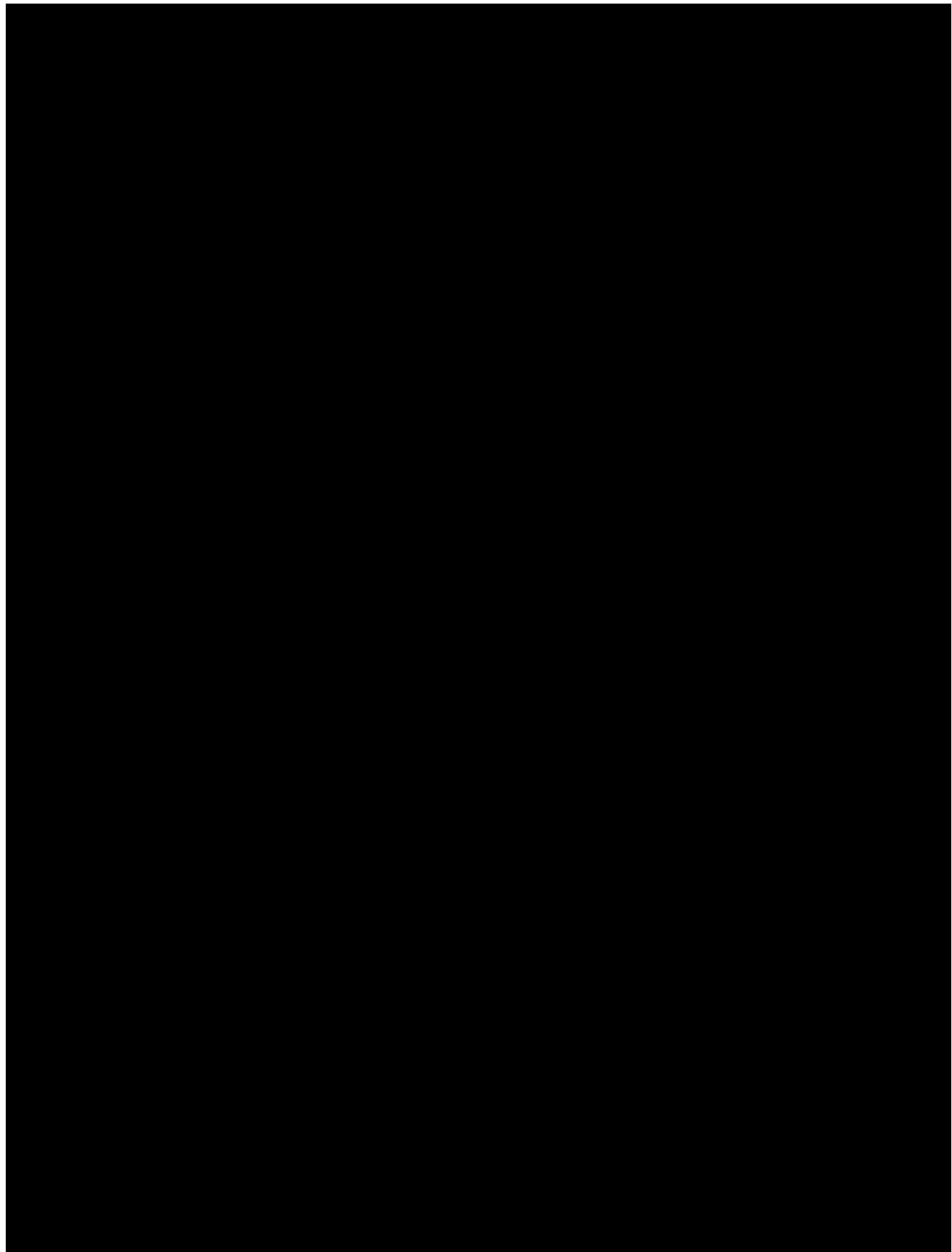
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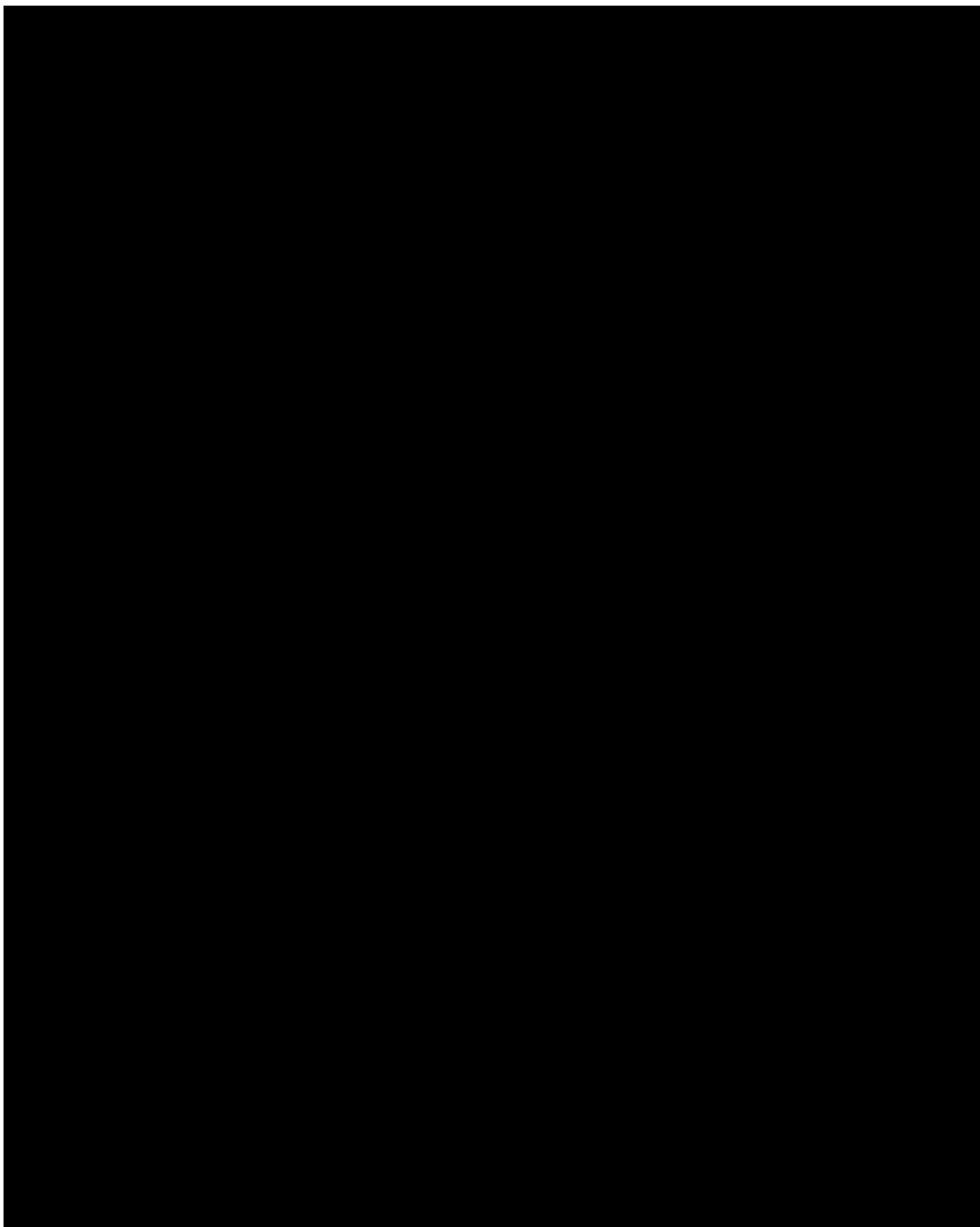
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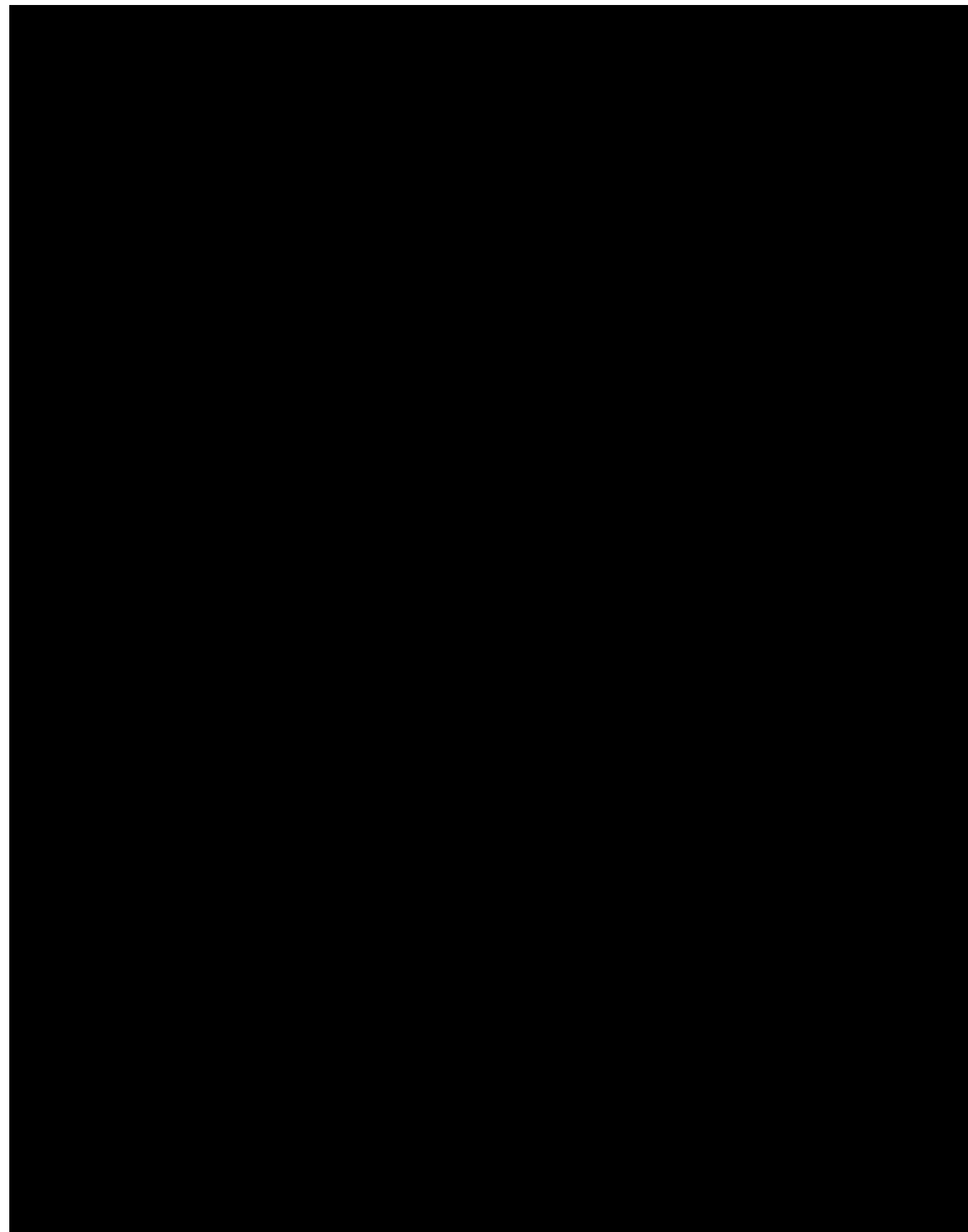


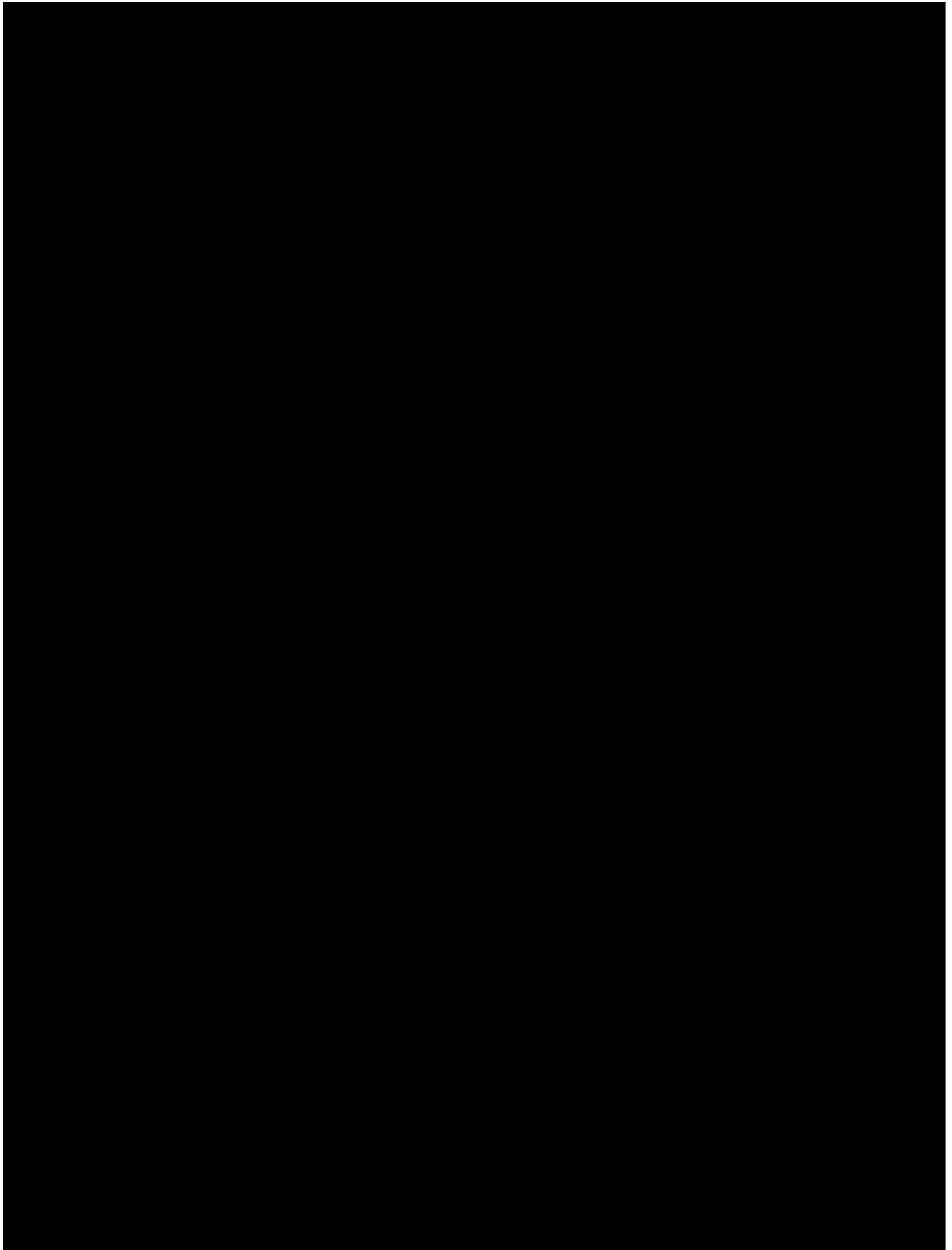
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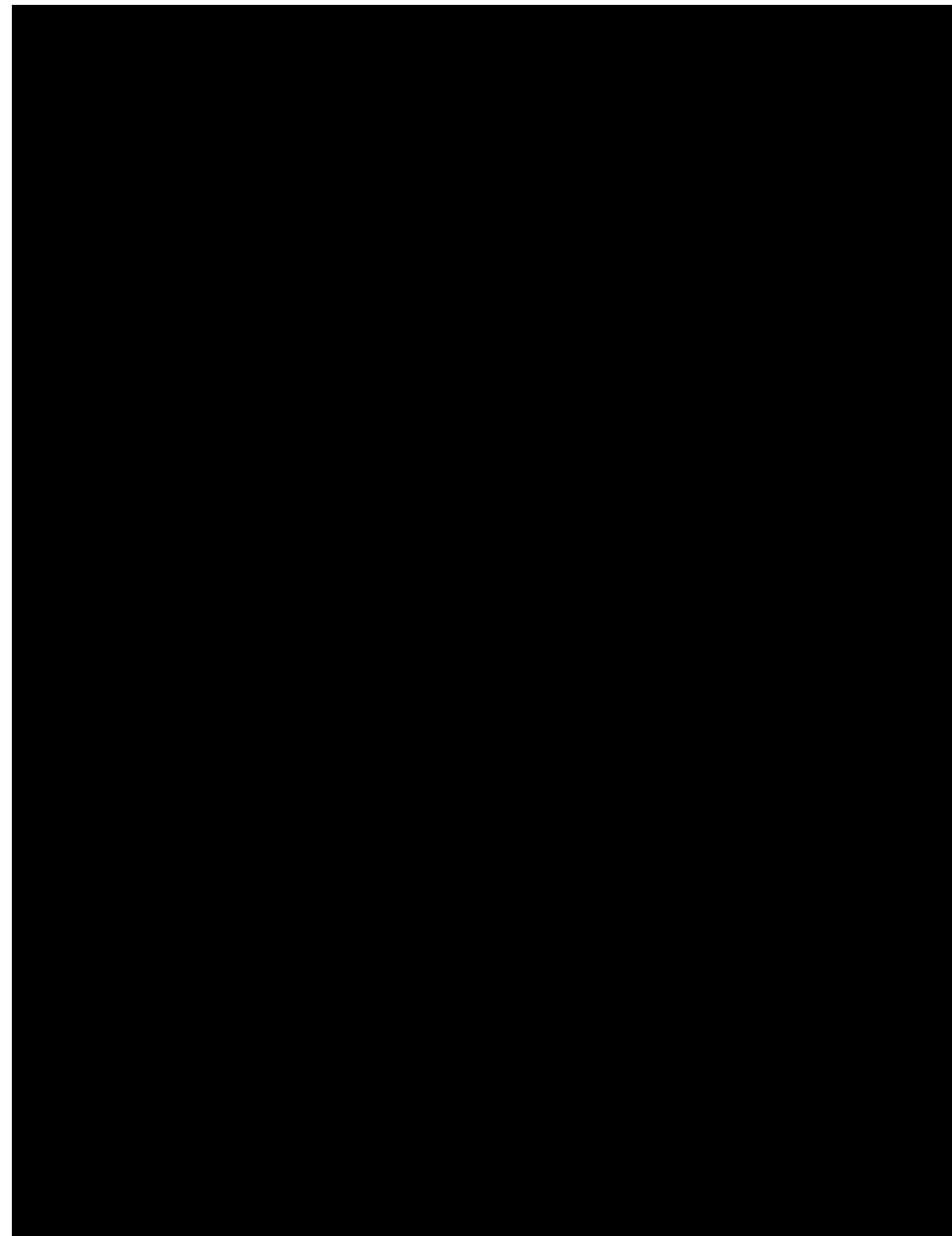
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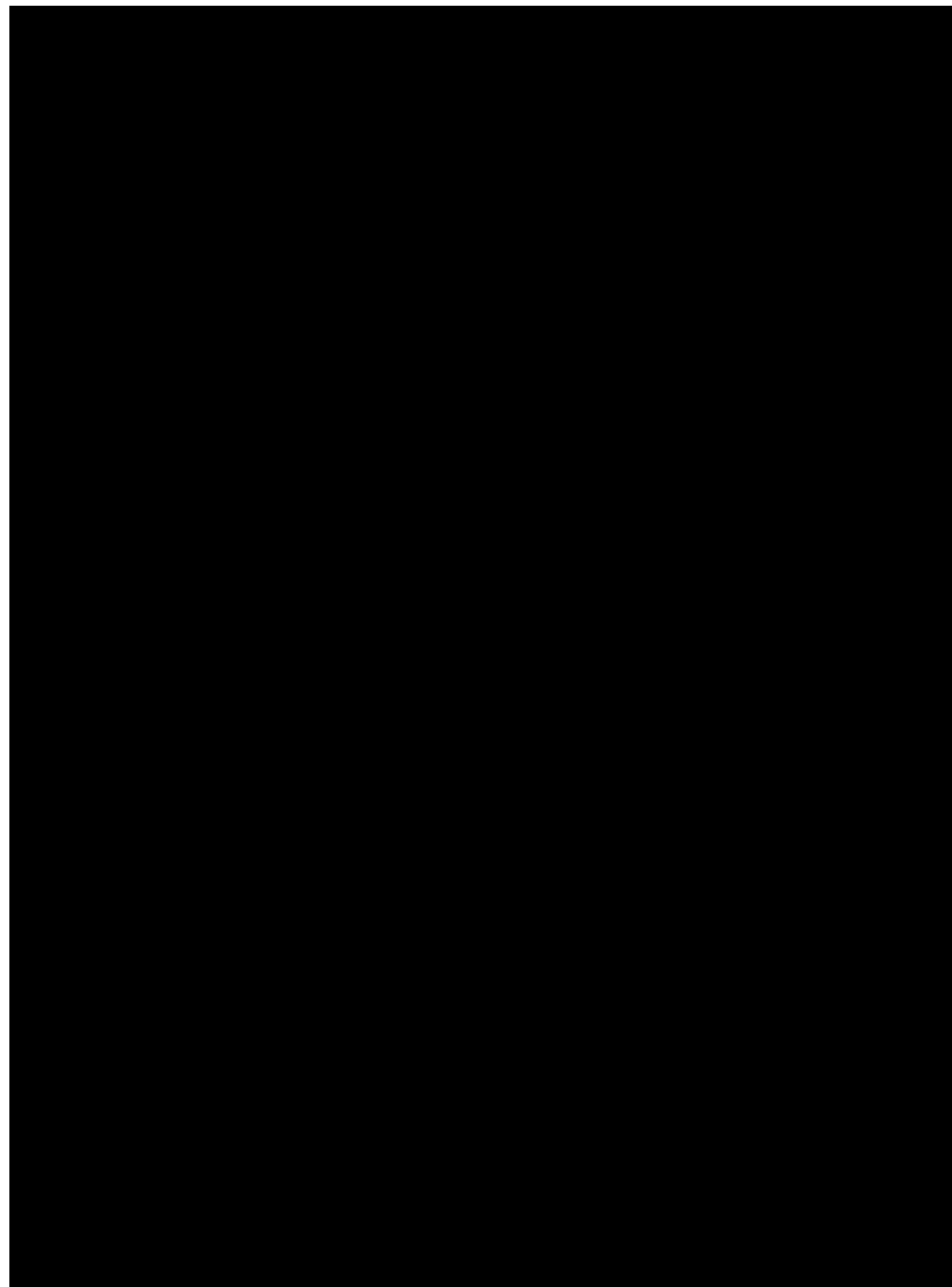




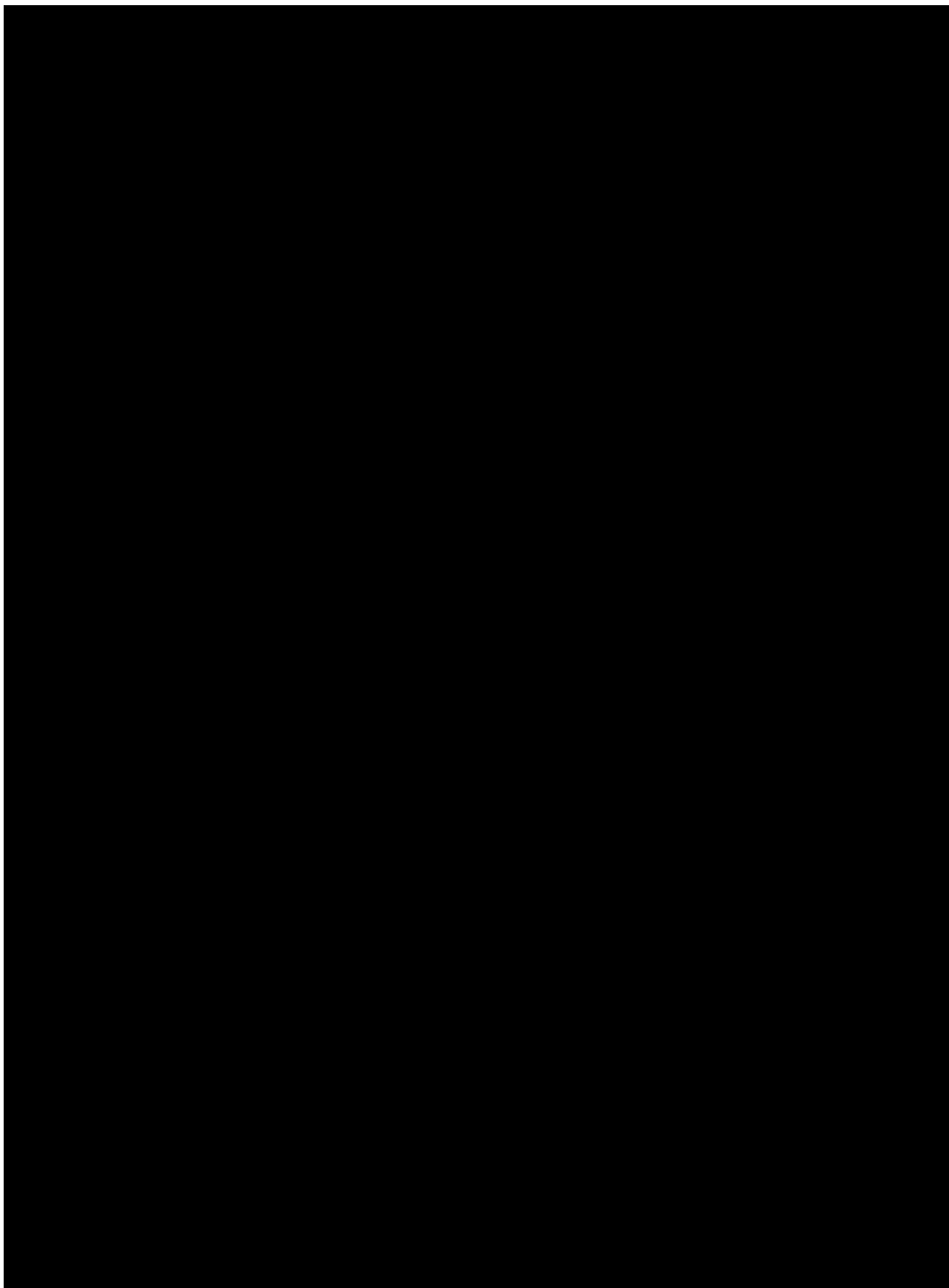
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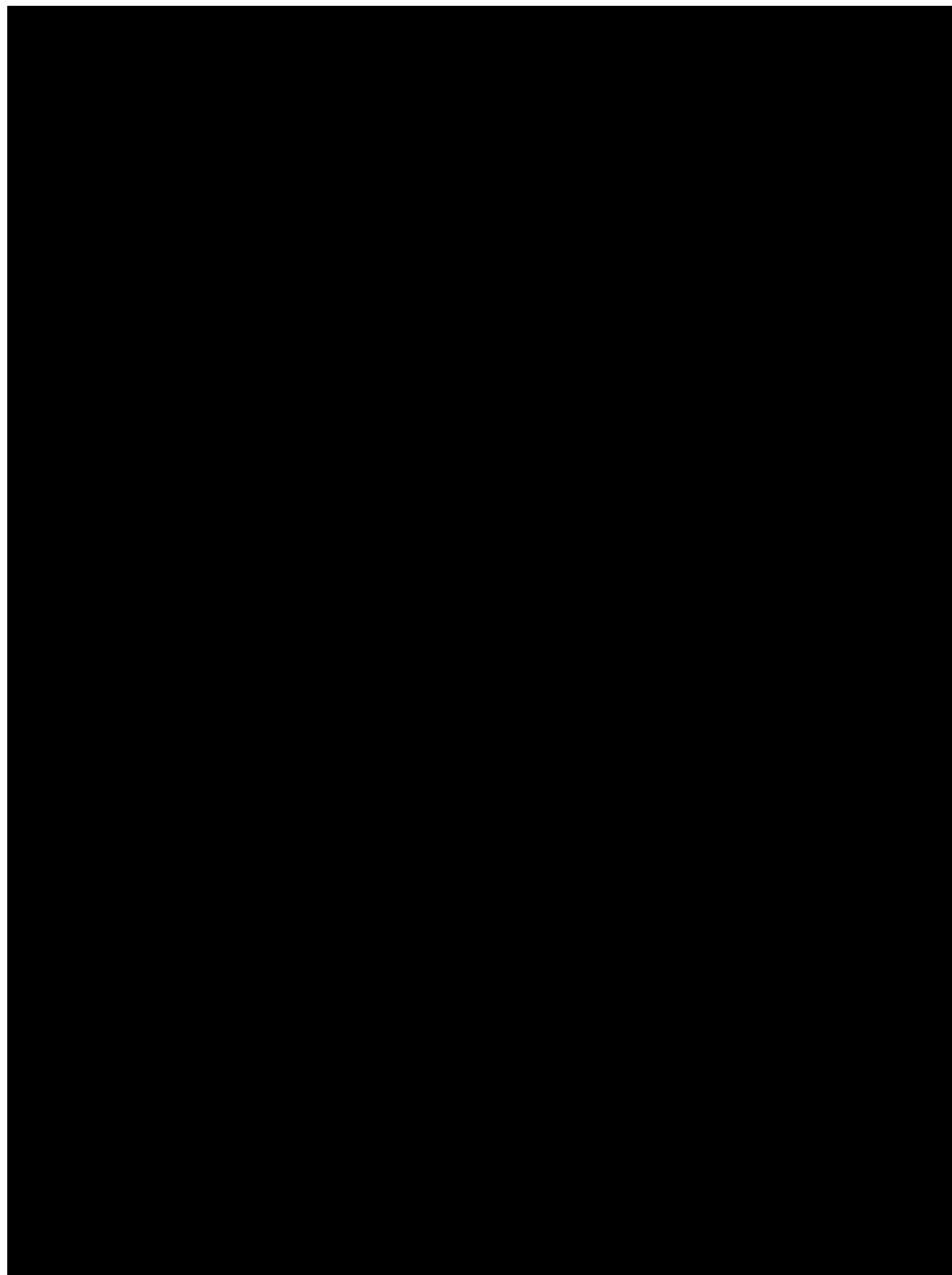
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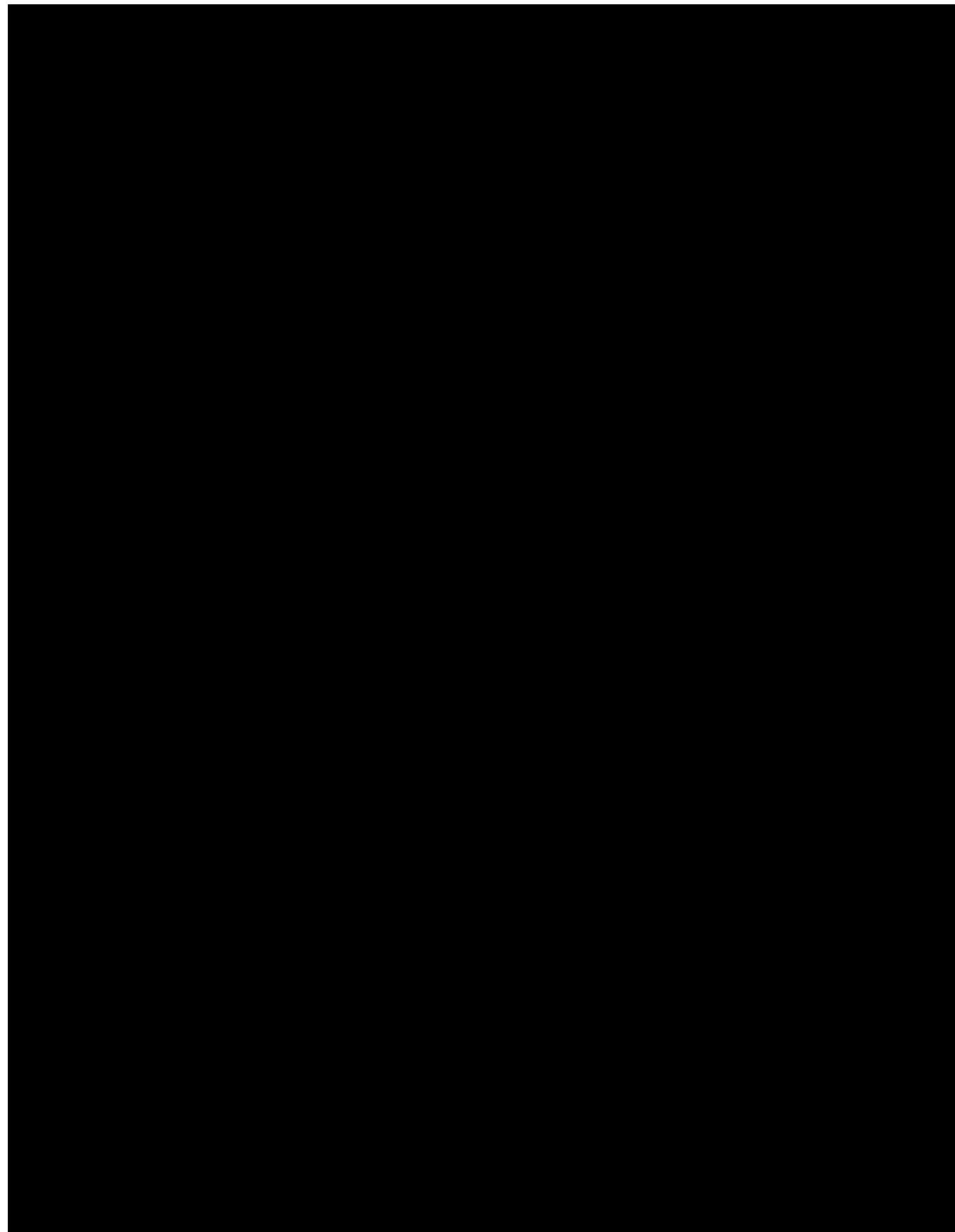
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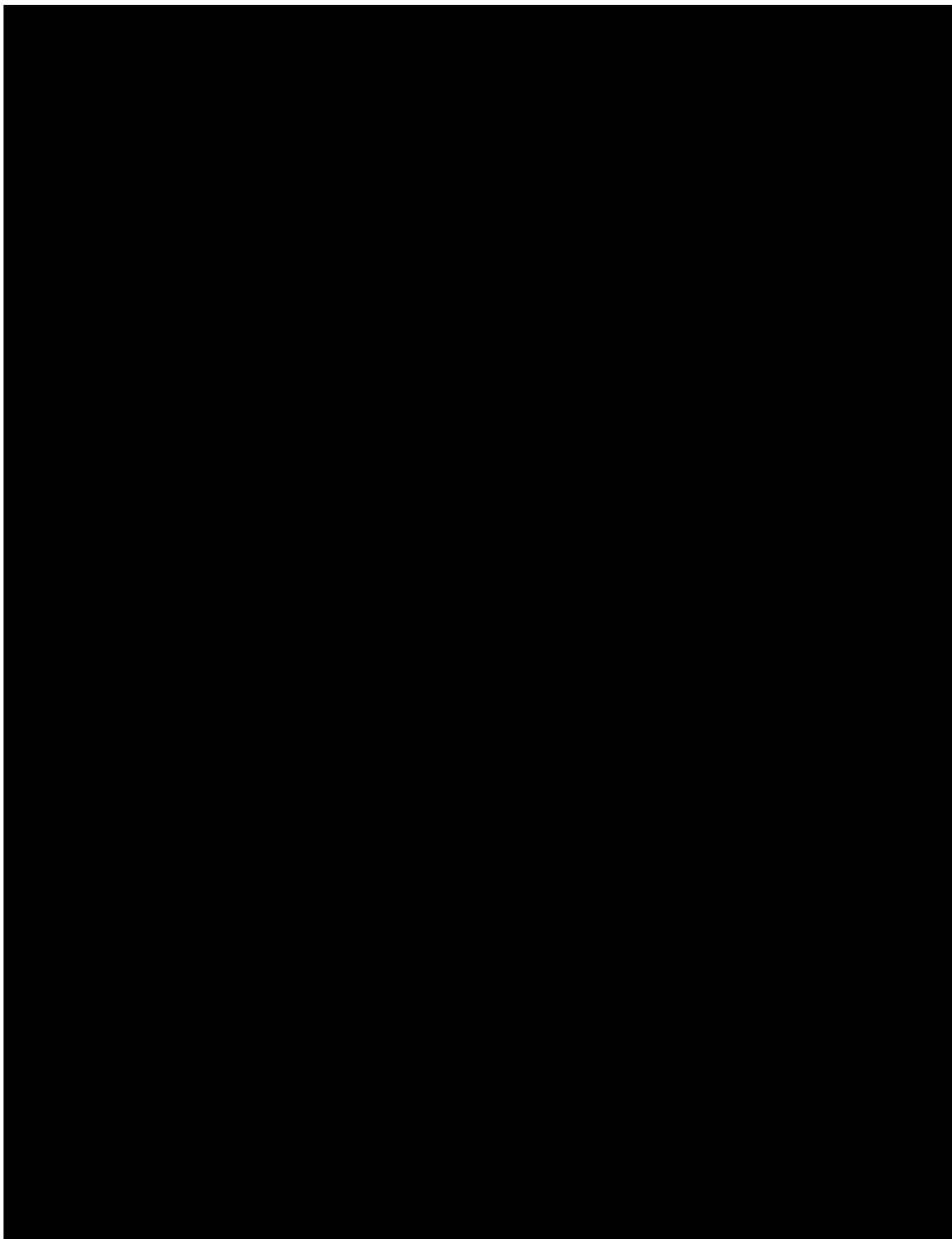
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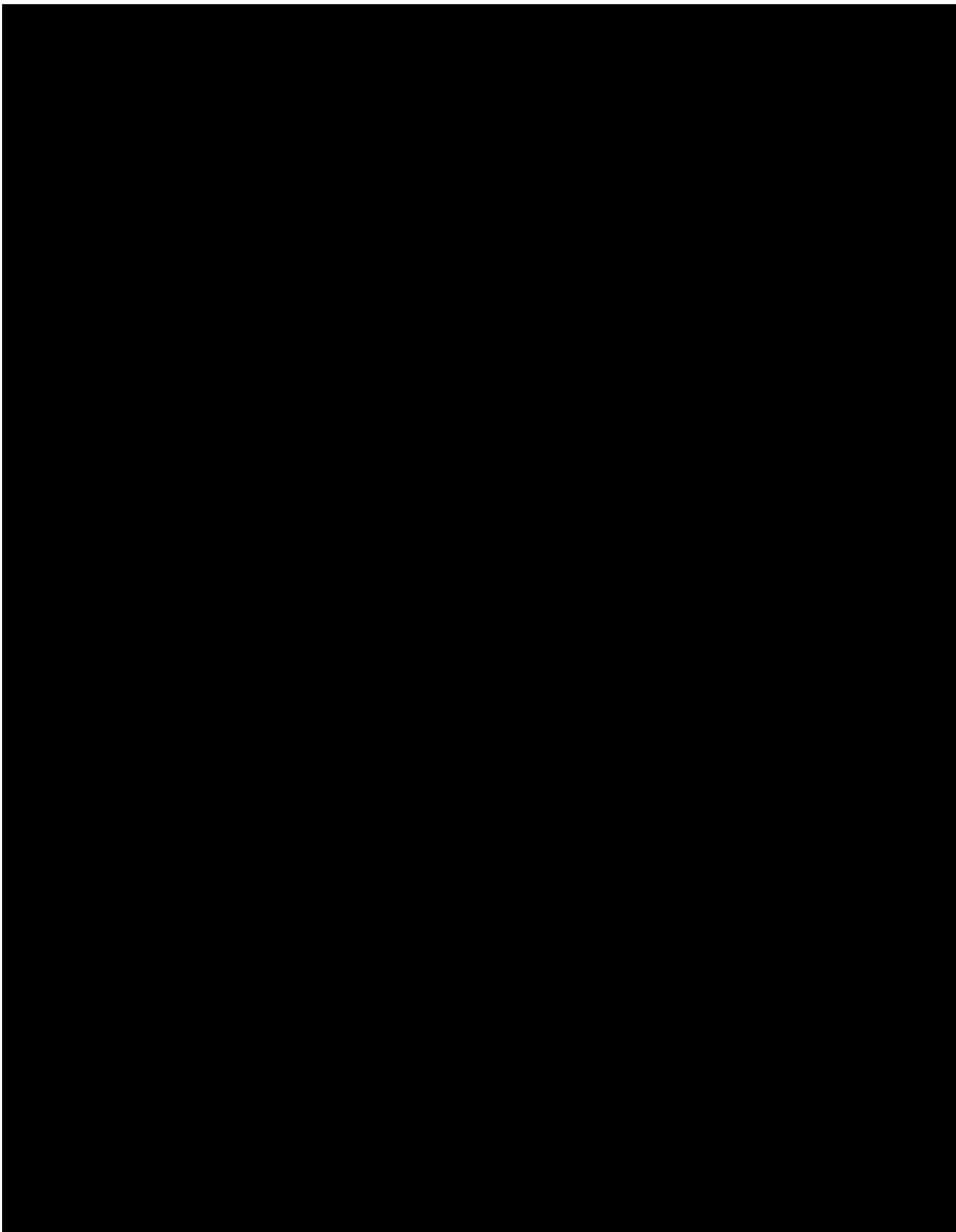
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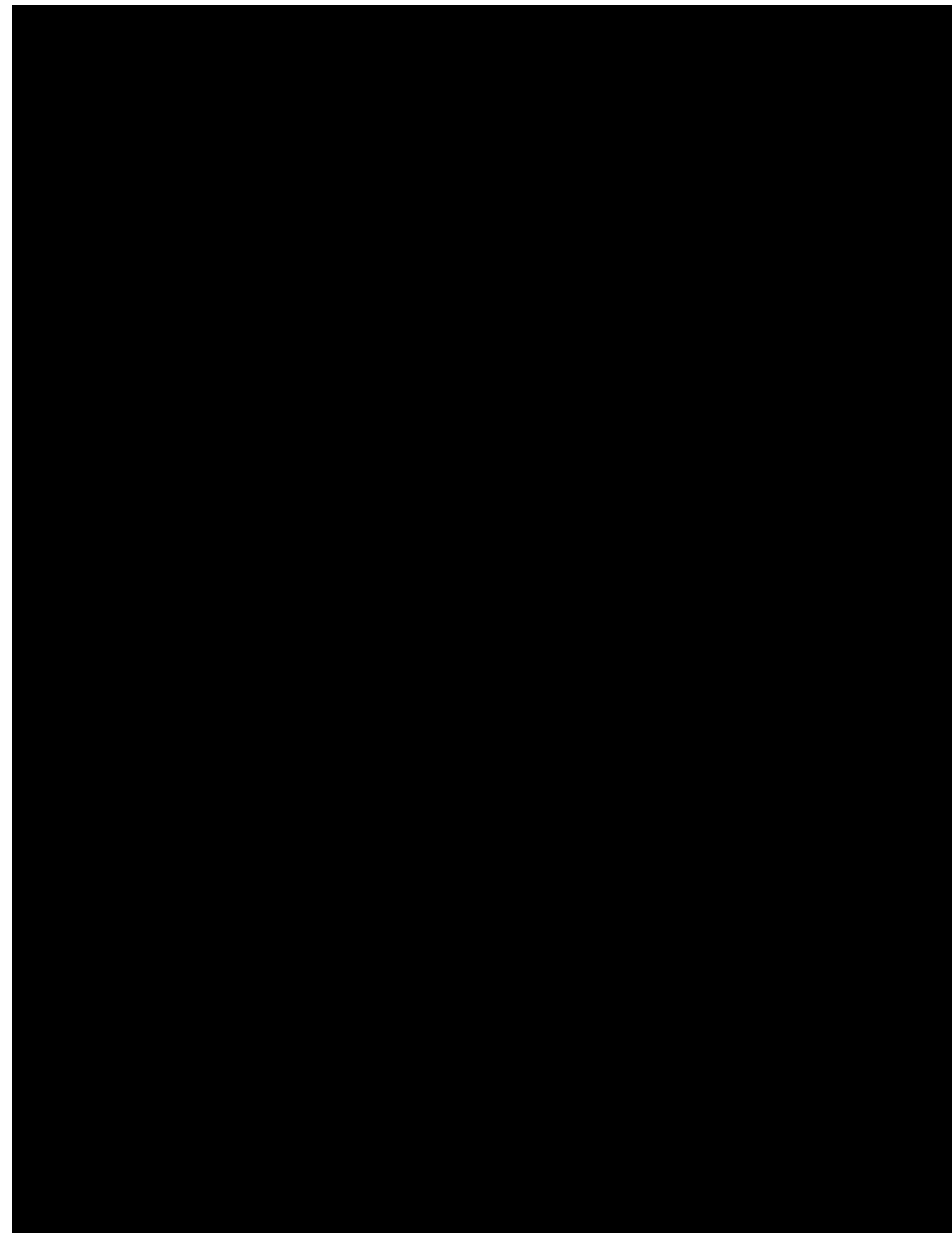
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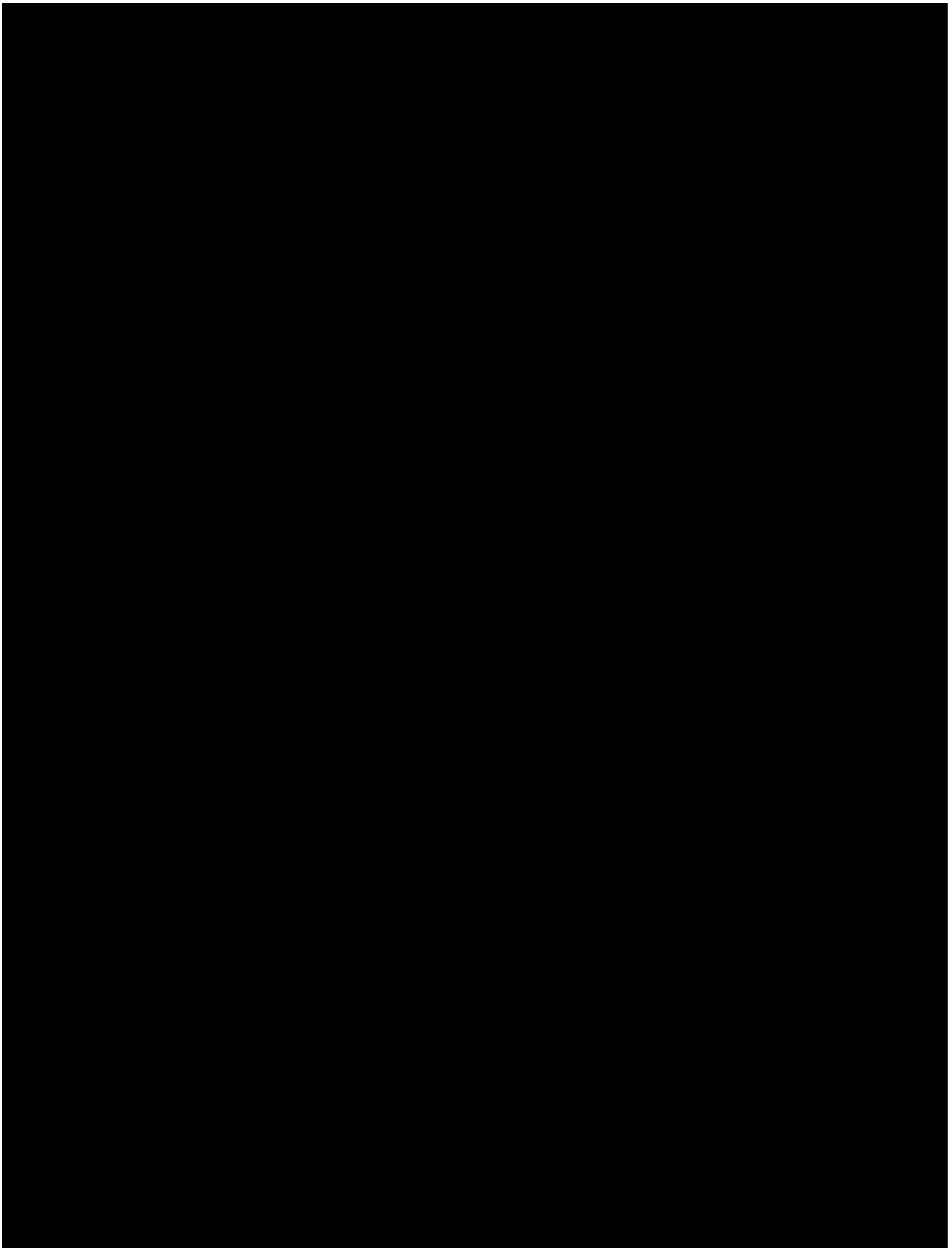
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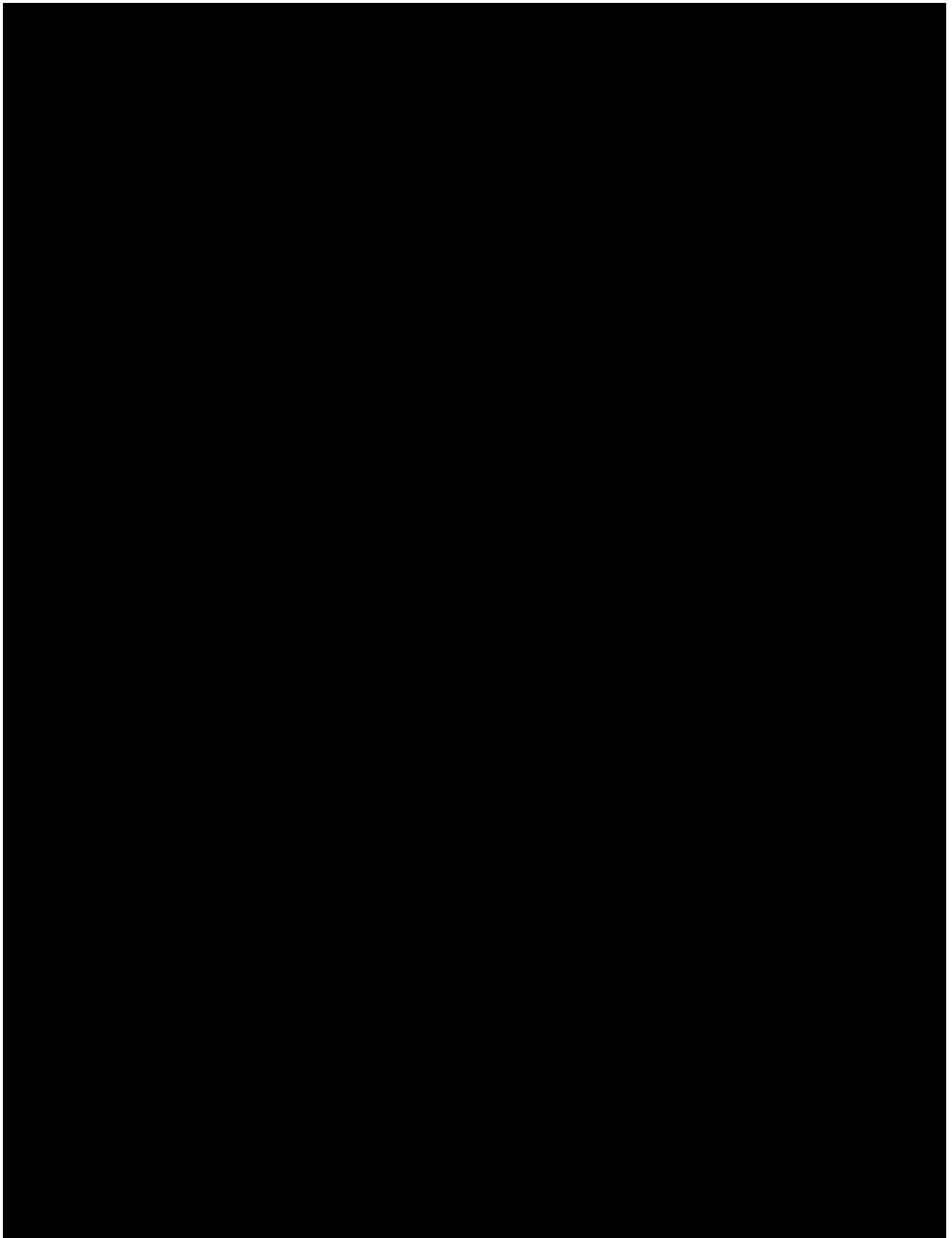


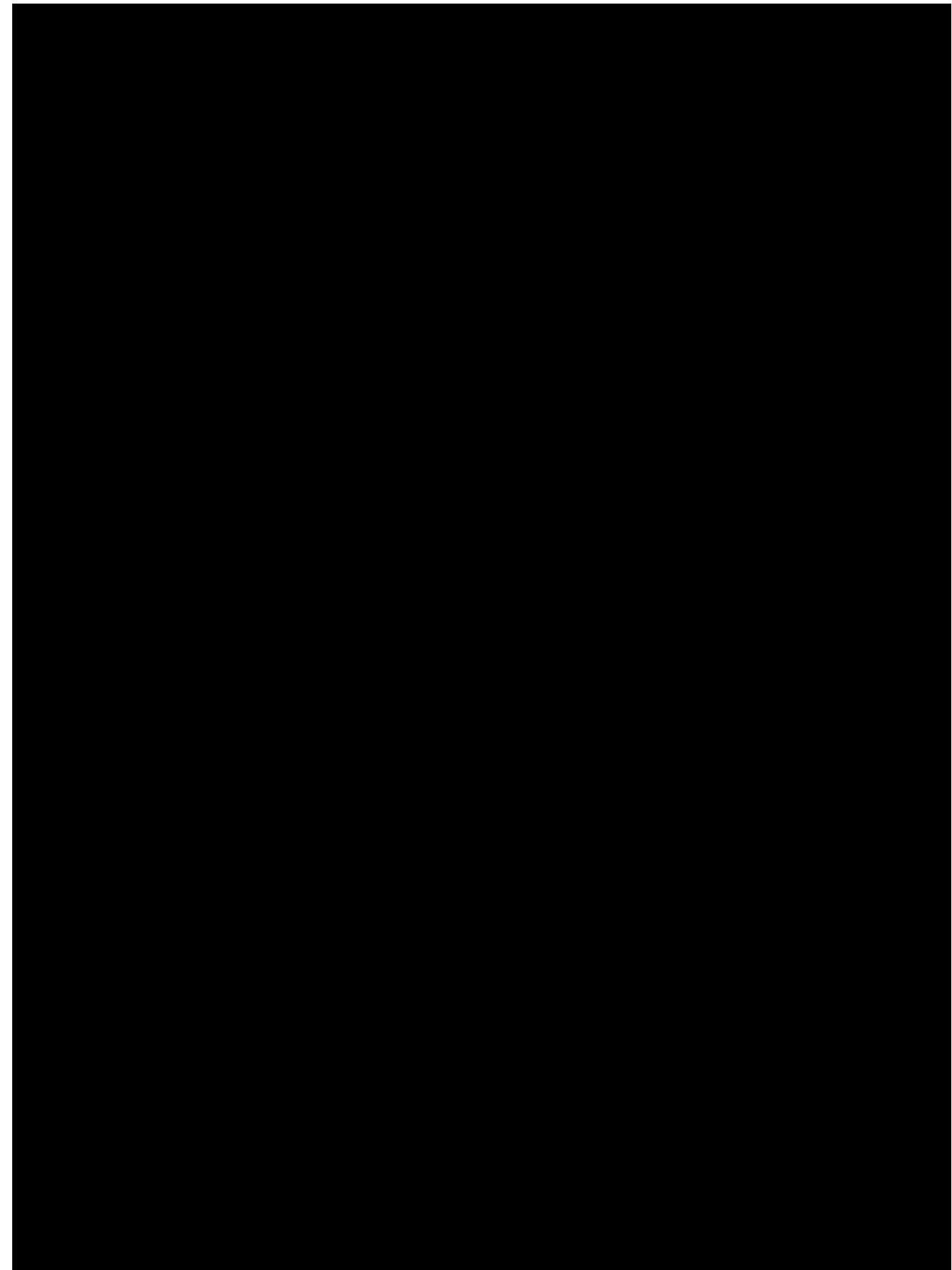
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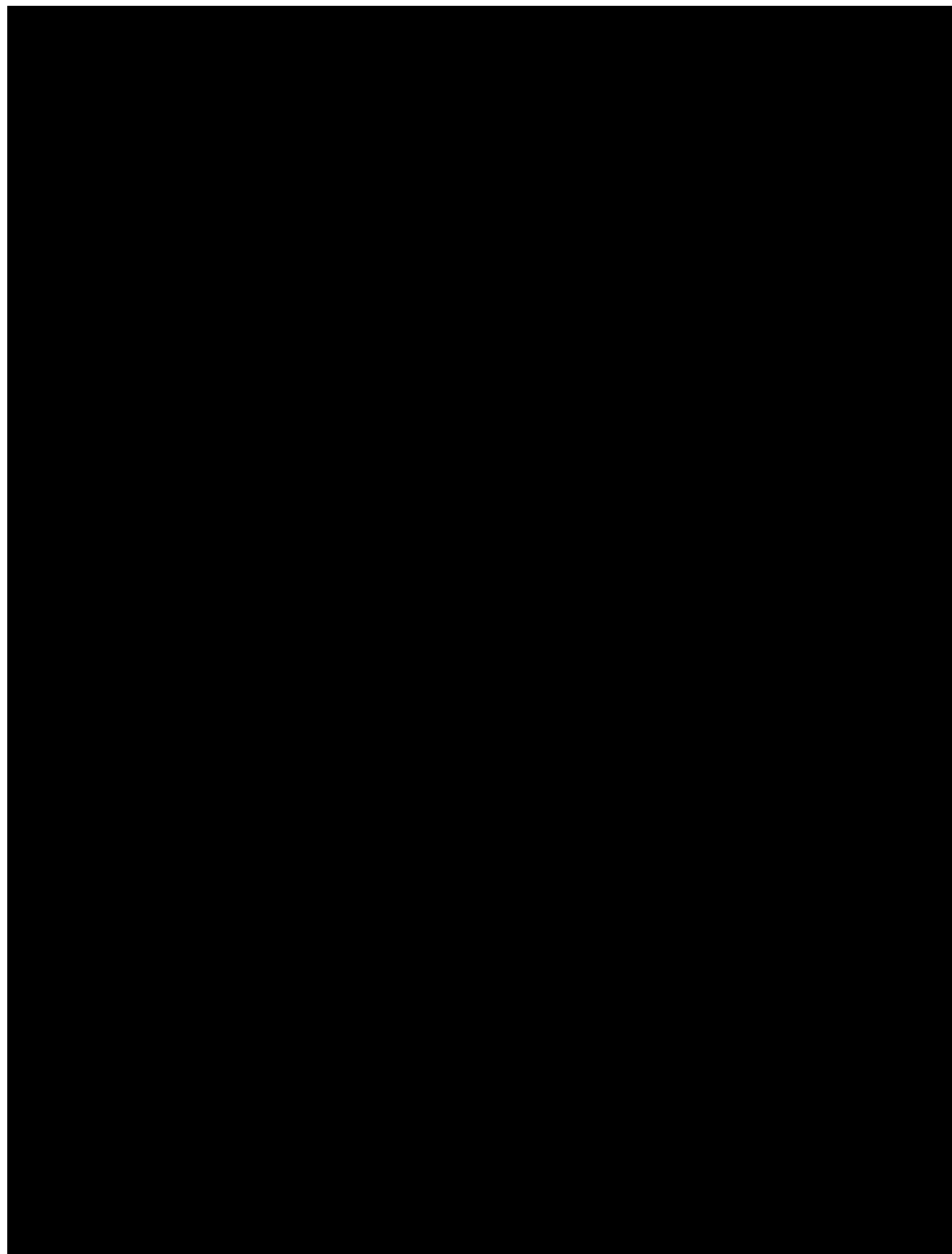


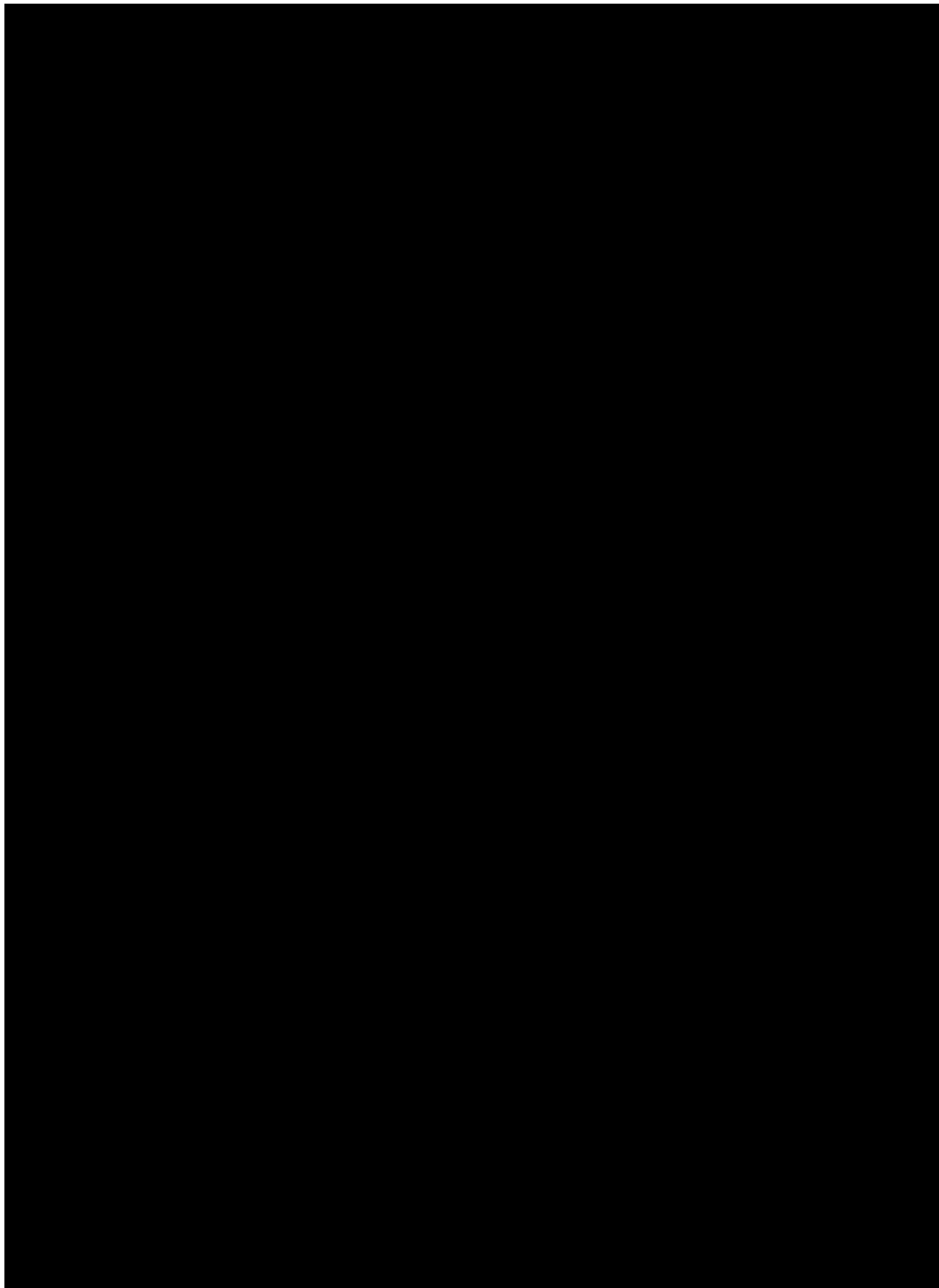


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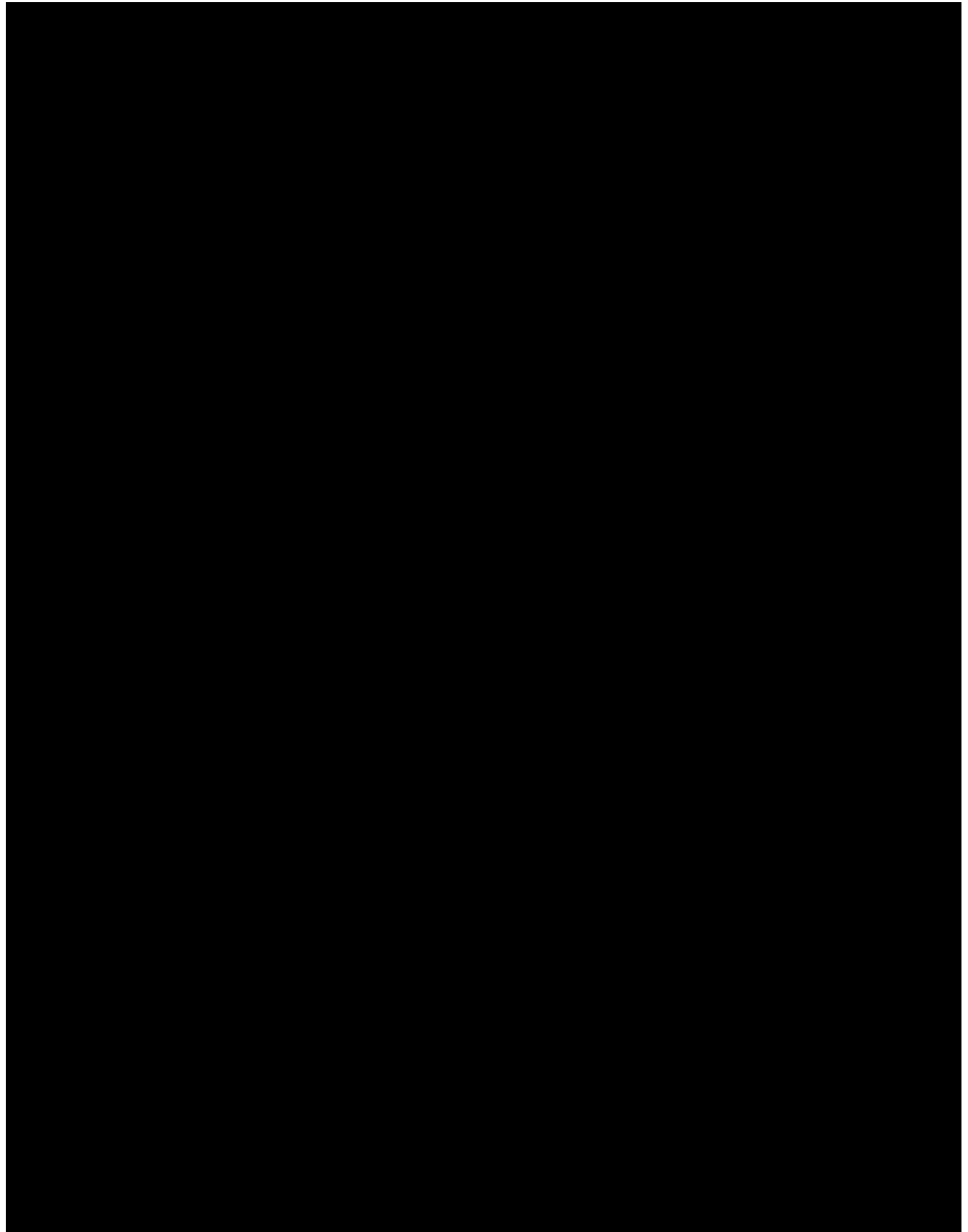


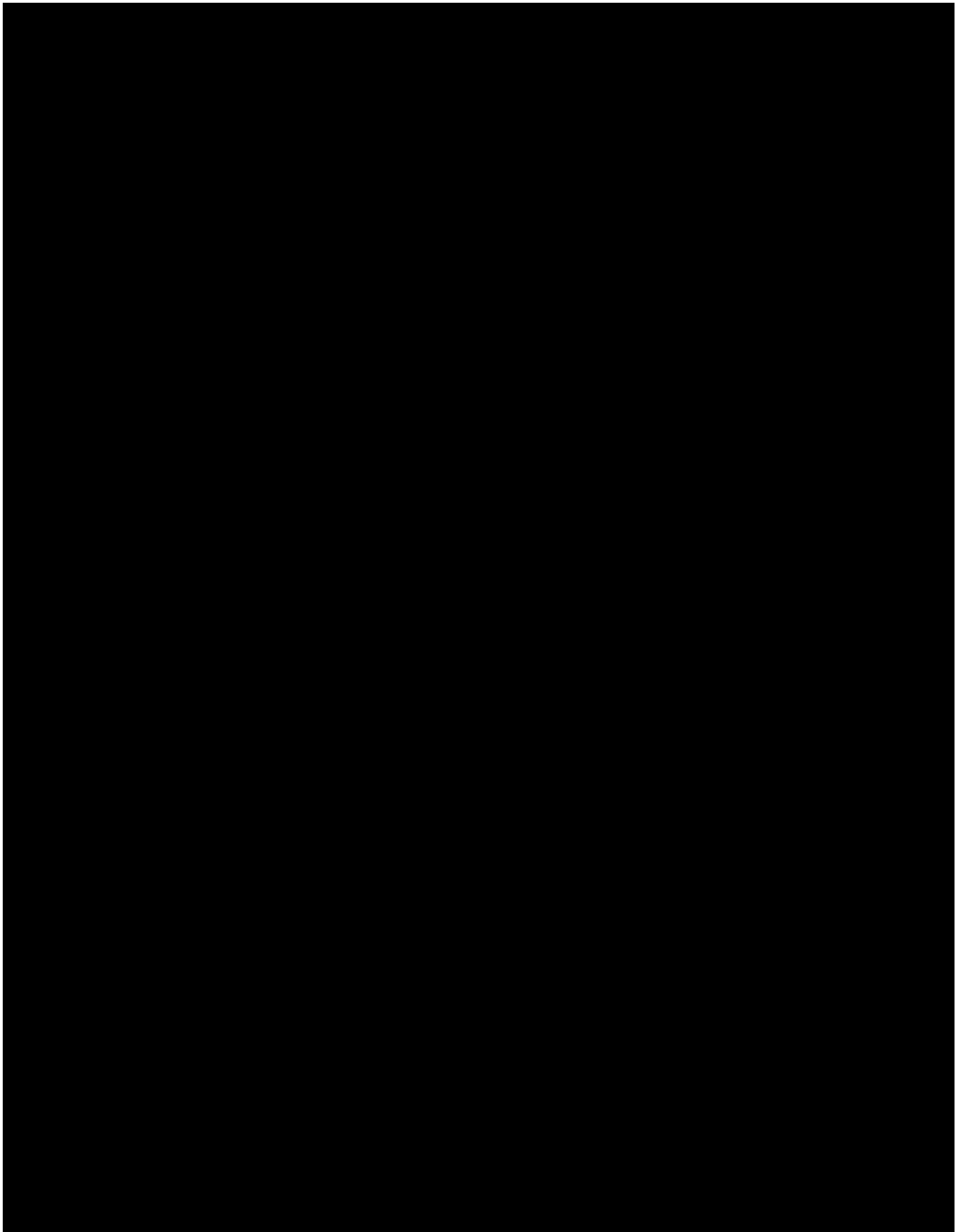




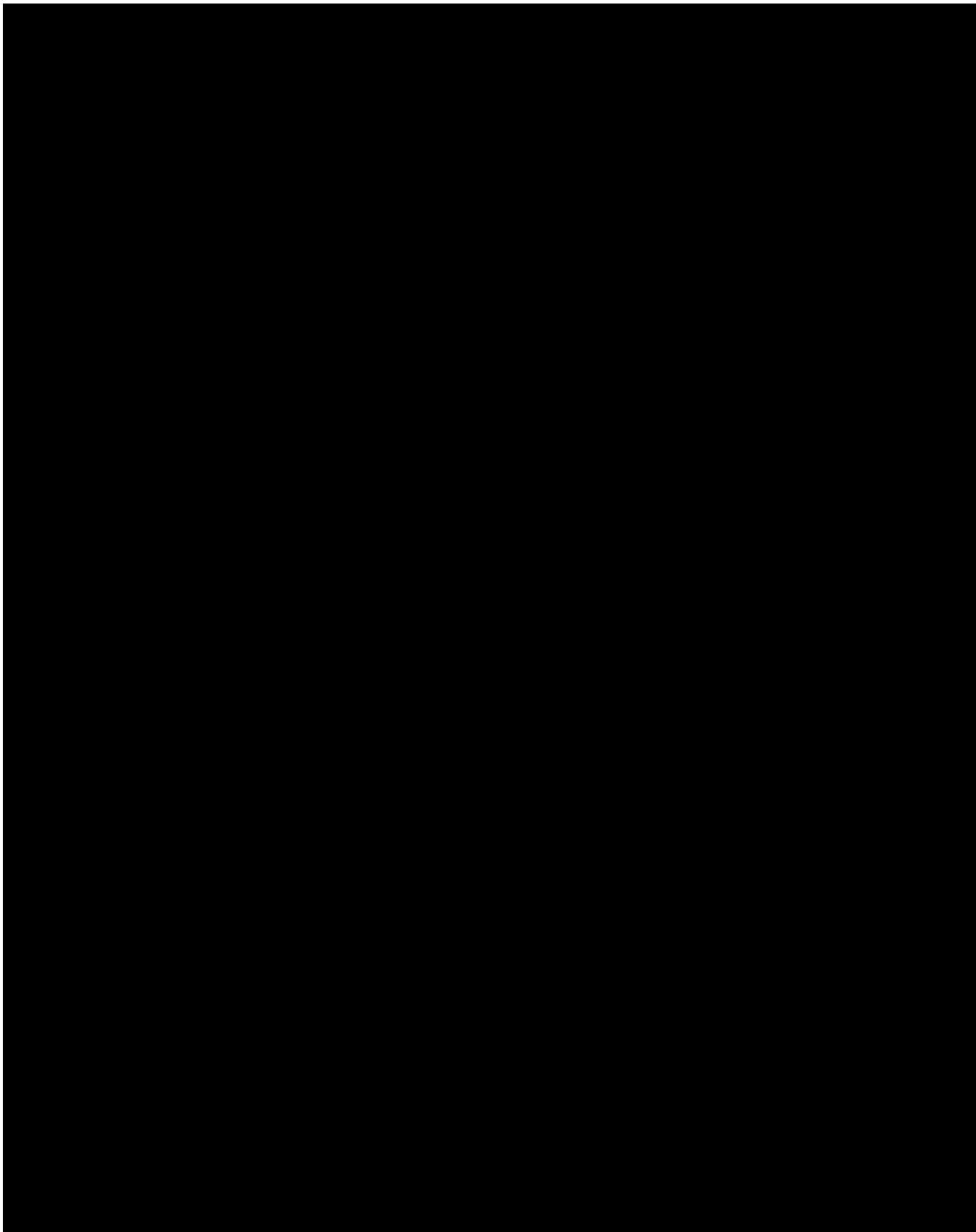


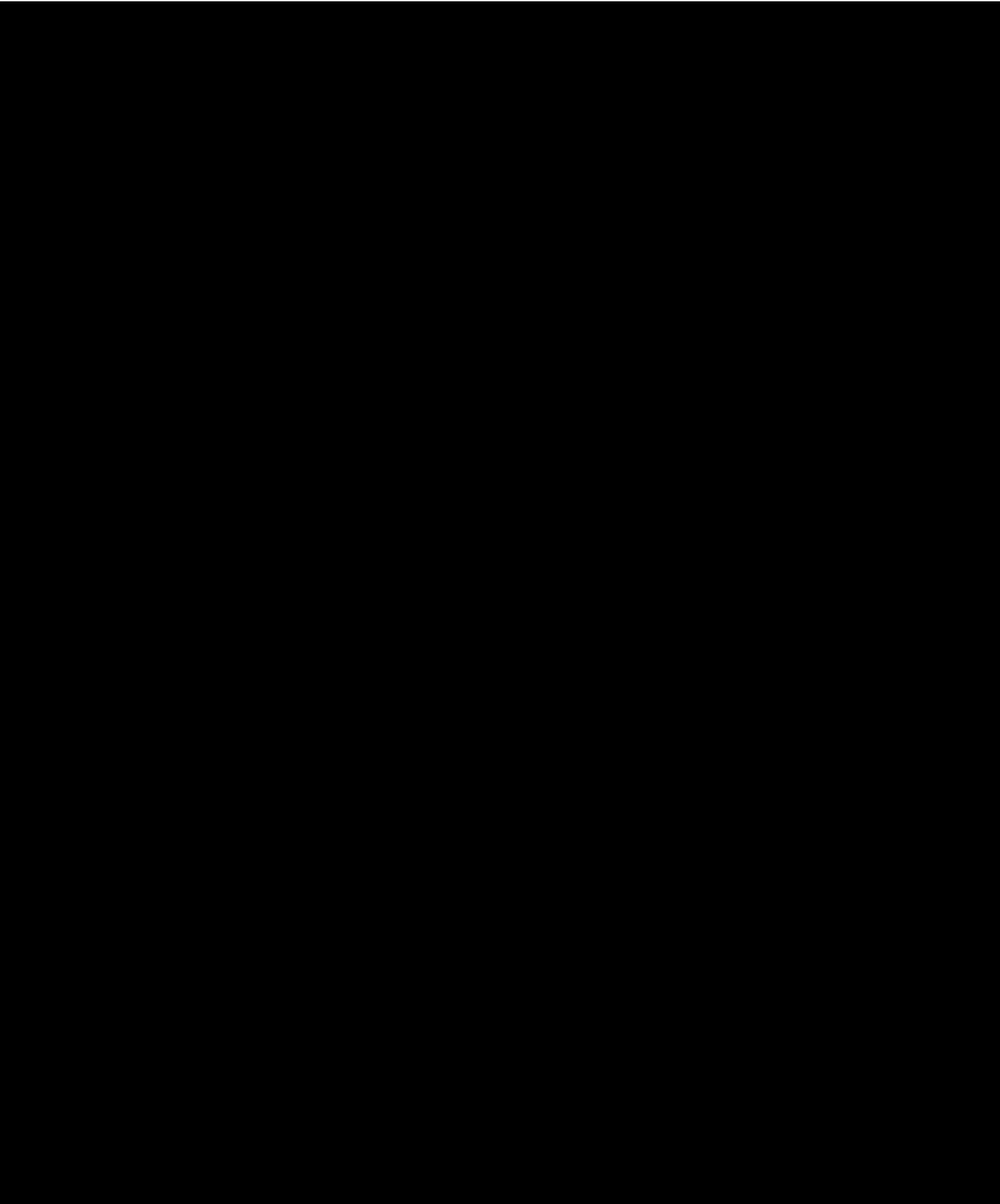
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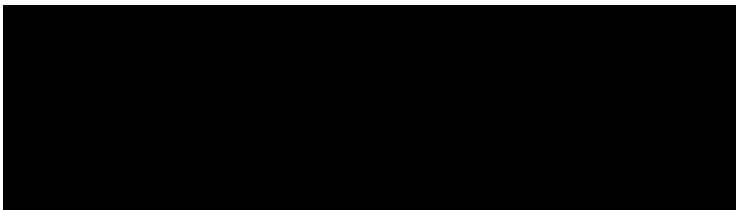




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SCHEDULE P

Contractor Background Check Requirements



Background Check Requirements

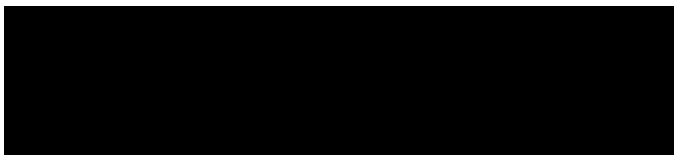
Domestic Background Checks

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. 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 - Moving Violations
- 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 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 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. 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 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 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. Hie 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.

