



Amendment Number 4 to The Framework Agreement for Engineering

This Amendment Number 4 (this “Amendment”) to the Agreement (as defined below) is entered into as of January 14th, 2022 by and between **AVANGRID Service Company** (“Customer”) and [REDACTED] (“Supplier” or “Contractor”). Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

RECITALS:

WHEREAS, Customer and Supplier are parties to The Master Services Procurement Agreement dated as of July 26th, 2018 as modified by Amendment 1 dated September 6th, 2018 and Amendment 2 dated October 9, 2020 and Amendment 3 September 23rd, 2021 (collectively, the “Agreement”); and

WHEREAS, the parties desire to enter into this Amendment to reflect changes to the Agreement for the Framework Contract for Environmental Site Investigation and Remediation (SIR) Engineering Services (hereinafter the “**SIR Engineering Services FA**”) as are set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- A) Schedule B “Services” to the Agreement is hereby amended to also include the “Services” as set forth on the attached Schedule B-3 to this Amendment to govern solely for the purposes of the **SIR Engineering Services FA**.
- B) Schedule C “Terms and Conditions” of the Agreement is hereby amended to add the following Definitions to govern solely for the purpose of the **SIR Engineering Services FA.SOW (Schedule B3)**.
 - “**Contract Price**” shall mean, the total amount payable by the Company to the Supplier for the performance of the Services under this Agreement for each applicable Purchase Order.
 - “**Project**” shall mean the services specified in each Purchase Order.
- C) Schedule C “Terms and Conditions” of the Agreement is hereby amended by replacing and restating the following Articles to govern the **SIR Engineering Services FA** and future Amendments to this Agreement.
 - **ARTICLE 22 – [FORCE MAJEURE]** is hereby replaced and reinstated in its entirety as the following:

For purposes of this Agreement, “Force Majeure Event” means, with respect to a Party, any event or circumstance, regardless of whether it was foreseeable, that was not caused by that Party or the negligence of that Party and that prevents a Party from complying with any of its obligations under this Agreement, and that the Party claiming the

occurrence of such event has furnished the other Party with prompt notice when it appears that such cause will result in non-performance or shall threaten to impair such Party's performance, except that a Force Majeure Event will not include a strike, workforce unavailability, or other labor unrest that affect only one Party, late delivery or breakage of equipment or materials (except to the extent due to a Force Majeure event otherwise excusable hereunder), lack of funds or change in economic circumstance, a failure of performance of any third party (except to the extent due to a Force Majeure event otherwise excusable hereunder), an increase in prices, a change in market demand, a change in law, weather or climatic conditions within the range of severity as recorded by the *National Oceanic and Atmospheric Administration* over the past twenty-five (25) years in the vicinity of the Site or elsewhere, or actions of a Governmental Authority with respect to the Supplier's compliance, or failure to comply, with Applicable Laws, Permits, or Governmental Authority-imposed measures. Force Majeure may include the following events, (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies in each case within the country; (b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war in each case within the country; (c) riot, commotion, disorder, strike or lockout in each case within the country, by persons other than the Supplier, the Supplier's Personnel, Subcontractors and other employees of the Supplier; (d) ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such radiation or radio-activity; (e) natural catastrophes, such as earthquake, volcanic activity, hurricane or typhoon (but not any other weather, climate or metocean conditions); or (f) epidemics, pandemics. Supplier shall have used its best efforts to remedy the delaying cause or condition and recommence performance and has furnished the Customer with prompt written notice when it appears that such cause will result in non-performance or shall threaten to impair Customer's ability to operate. Customer shall have the right, at its option and without being under any liability to Supplier, to cancel by notice in writing to Supplier the portion or portions of the work so affected and to take such compensation action as may be necessary. Correspondingly, Customer shall be excused for failure of performance herein due to any cause beyond its control and without its fault or negligence. Upon occurrence of a Force Majeure Event, the nonperforming Party shall promptly notify the other Party of occurrence of that Force Majeure Event, its effect on performance, and how long that Party expects it to last. Thereafter the nonperforming Party shall update that information as reasonably necessary. During a Force Majeure Event, the nonperforming Party shall use reasonable efforts to limit damages to the other party and to resume its performance under this Agreement. If the Force Majeure Event extends for more than twenty (20) days and if the Supplier cannot reasonably reschedule or perform any affected element of this Agreement, the Customer shall be entitled to terminate this Agreement upon notice to the Supplier. Supplier shall furnish timely reports every ten (10) Business Days

during the continuation of each Force Majeure Event with respect thereto and whenever such Force Majeure Event has ceased. If a Force Majeure Event materially affects Supplier's schedule for performance hereunder, Supplier may request an equitable adjustment and the Parties agree to memorialize schedule changes in a change order. If the effects of a Force Majeure Event last longer than twelve (12) months, that shall entitle Customer to terminate the Agreement or Purchase Order, as the case may be.

- ARTICLE 27 – **[TERMINATION]** is hereby replaced and reinstated in its entirety as the following:

Customer may for any reason, with or without cause, on written notice to Supplier terminate all or any part of the unperformed portion of this Agreement without liability to Customer except as stated in this Article. Termination of a scope of work or a Purchase Order under this Article 27 does not terminate this Agreement unless expressly stated in the notice of termination. In full discharge of any obligations to Supplier with respect to this Agreement and such termination, Customer shall pay Supplier, in accordance with the payment terms of the Agreement, only for Services satisfactorily performed prior to receipt by Supplier of notice of termination; provided, however, that such payment shall not result in a total payment to the Supplier exceeding the maximum amount payable to the Supplier pursuant to this Agreement. Termination shall not relieve Supplier of any obligation which may arise out of Services performed prior to termination. In no event shall Customer be liable to Supplier for lost profit or overhead in respect of Services not performed prior to termination, unabsorbed overhead or anticipated profits on uncompleted portions of this Agreement.

In the event Supplier is in default of any of its obligations under this Agreement, Customer shall have the right, on ten (10) days written notice to Supplier, to terminate this Agreement for such default; provided, however, that Supplier shall have the right to cure by submitting a plan acceptable to the Customer to cure the default during the ten (10) day notice period in order to avoid termination and providing that such default is, in fact, cured within thirty (30) days after Supplier first received notice of the default from Customer or some other period of time acceptable to Customer. Without limiting the provisions of this Agreement, the following events shall also constitute a default by Supplier under this Agreement:

- (i) In the event that Supplier is declared to be bankrupt or insolvent, Supplier makes an assignment for the benefit of creditors, Supplier shall file a voluntary petition in bankruptcy or insolvency or an involuntary petition is filed against Supplier, or a receiver shall be appointed for Supplier and such appointment or bankruptcy or insolvency proceedings,

petition, declaration or assignment is not set aside within thirty (30) days.

- (ii) There has been a material adverse change in the financial condition of Supplier that affects the ability of Supplier to perform.
- (iii) Supplier assigns or attempts to assign its rights or obligations under this Agreement or any part thereof to any third party without the prior written consent of the Customer or Company(ies).
- (iv) Supplier (i) fails or refuses to comply with any applicable laws or regulatory or permitting requirements, and (ii) either (A) within five days after obtaining knowledge of such non-compliance does not commence steps to comply or is not in compliance with such requirements within a reasonable period of time thereafter, or (C) Company(ies) or the Customer faces any civil or criminal action or penalty as a result of such non-compliance by Supplier.
- (v) Any data breach as defined in the Data Security Rider, as applicable.

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

- **ARTICLE 34 – [OWNERSHIP OF PLANS]** is hereby replaced and restated in its entirety as the following:

All drawings, plans, specifications, reports, designs, design data, technical and scientific data, findings, recommendations and memoranda of every description whether furnished to or prepared by Supplier under this Agreement shall (i) remain the Intellectual Property of Customer or Company (as applicable); (ii) be delivered to Customer upon completion of the work or termination or cancellation of this Agreement if requested by Customer, (iii) be deemed to have been prepared by Supplier for Customer on a work-made-for-hire basis, and (iv) shall be the property of Customer and may be used by Customer for any purpose whatsoever without any claim on the part of Supplier for additional compensation. To the extent any of the

foregoing are not deemed a work for hire by operation of law, Supplier hereby irrevocably assigns, transfers, and conveys to the Customer without further consideration all of its right, title, and interest in such drawings, plans, specifications, reports, designs, design data, technical and scientific data, findings, recommendations and memoranda of every description, including all rights of patent, copyright, trade secret or other proprietary rights in such materials.

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

Notwithstanding the foregoing, Customer acknowledges that Supplier has developed proprietary systems, processes, apparatus, analytical tools, models, software, source code, know-how, and methods which Supplier uses in its business. Such systems, processes, apparatus, analytical tools, models, and methods, including all source code, software, patents, copyrights and other intellectual property, and all derivations, enhancements or modifications thereof made by Supplier, including any made incidentally because of the Services performed by Supplier for Customer hereunder ("Supplier Intellectual Property"), shall be and shall remain the sole property of Supplier. Neither the Customer, nor any third party, shall acquire any right, title, or interest in Supplier Intellectual Property, regardless of whether the same was initially created, used, or first reduced to practice in tangible or intangible form in the course of the provision of the Work or Services hereunder. In accordance with the terms of any Purchase Order(s) and/or "End-User License Agreement," Supplier hereby grants Customer a royalty free, perpetual, non-exclusive right to use any Supplier Intellectual Property for purposes of the Project only, and to the fullest extent necessary for Customer to enjoy the benefits of the Services.

D) Schedule C "Terms and Conditions" of the Agreement is hereby amended by replacing to govern solely for the purposes of the **SIR Engineering Services FA:**

- ARTICLE 52 – [WASTE MANIFEST] is hereby added to the Agreement:

Title to, ownership of, and legal responsibility and liability for Waste (as defined herein) shall at all times remain with Customer or the applicable third party. As used herein, "Waste" means any hazardous, non-hazardous, radioactive, toxic, flammable, explosive, infectious, dangerous, or other waste, substances, or materials existing on any project site or generated by Customer or a third party prior to the date that the Services commenced. Where required by a Purchase Order, Supplier shall assist Customer in the proper handling, storage,

transportation, and delivery for disposal of Waste in accordance with applicable regulations. Supplier shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. Customer shall look to the disposal facility or transporter for any responsibility or liability arising from or relating to the improper disposal or transportation of Waste. The final selection of any disposal site to which Waste will be delivered shall be made by Customer.

Customer shall provide United States Environmental Protection Agency (“EPA”), State Generator I.D., or other appropriate numbers for all Waste and shall sign all necessary manifests for any Waste to be removed from any site for disposal. If Customer requests (1) Supplier’s agents or employees to sign any manifests for the transport or disposal of Waste or (2) Supplier to hire, for Customer, a Waste transportation, treatment, or disposal contractor, then for these two purposes, Supplier shall be considered to act as Customer’s agent for this limited purpose so that Supplier will not be considered to be a generator, transporter, or disposer of such Waste or considered to be the arranger for disposal of Waste. Customer shall defend and indemnify Supplier against any claim or loss resulting from such signing, except to the extent that any claim or loss arises from the negligence or intentional misconduct of Supplier.

- E) Schedule D” Pricing Terms” to the Agreement is hereby amended to also include the “Pricing Terms” as set forth on the attached Schedule D-4 to this Amendment to govern solely for the purposes of the **SIR Engineering Services FA.**
- F) Schedule E “Special Conditions” to the Agreement does not apply for **SIR Engineering Services FA.**
- G) Schedule F “Notices” to the Agreement is hereby amended to also include the “Notices” as set forth on the attached Schedule **F-2** to this Amendment to govern solely for the purposes of the **SIR Engineering Services FA.**
- H) Schedule G “Insurance Requirements” to the Agreement is hereby amended to also include the “Insurance Requirements” as set forth on the attached Schedule G-4 to this Amendment to govern solely for the purposes of the **SIR Engineering Services FA.**
- I) Schedule I “Privacy and Data Security” to the Agreement does not apply for **SIR Engineering Services FA.**
- J) All references in the Agreement to defined terms shall be deemed to refer to such terms as such terms have or may have been amended, modified, or supplemented by this Amendment.

- K) Except as expressly amended by this Amendment, the Agreement shall remain unchanged and in full force and effect and the parties hereby ratify and confirm the Agreement and each of its obligations.
- L) Any conflict or inconsistency between the Agreement and this Amendment shall be resolved in favor of this Amendment.
- M) This Amendment shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws principles.
- N) This Amendment may be signed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature page(s) follow.]

IN WITNESS WHEREOF, the parties hereto have each caused this Amendment to be executed as of the date first set forth above.

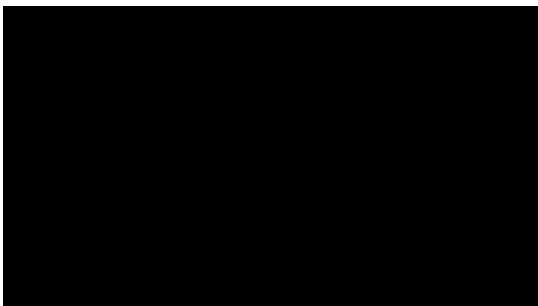
Avangrid Service Company

DocuSigned by:
By: Andrea Vanluling
Name: Andrea Vanluling
Title: VP Controller - Networks



Avangrid Service Company

DocuSigned by:
By: Catherine Stempien
Name: Catherine Stempien
Title: President & CEO, Avangrid Networks



Schedule B-3 SERVICES

Solely for the purpose of the **SIR Engineering Services FA.**

Background

The Avangrid Networks organization (Avangrid) includes Connecticut Natural Gas (CNG), Southern Connecticut Gas (SCG) and United Illuminating (UI) in Connecticut; Berkshire Gas (BGC) in Massachusetts; New York State Electric and Gas (NYSEG) and Rochester Gas and Electric (RG&E) in New York; and Central Maine Power (CMP) and Maine Natural Gas (MNG) in Maine. Avangrid has regulatory and legal responsibility to address environmentally impacted sites, the majority of which are legacy sites from predecessor companies that manufactured gas from coal in the late 19th and early 20th century along with historical electric generating facilities which used both oil and or coal to generated electricity. The facilities that produced gas from coal were known as Manufactured Gas Plants (MGPs).

Avangrid has executed agreements with the respective regulatory agencies to investigate and, if necessary, remediate their respective MGP sites. This RFP will primarily serve the Avangrid operating companies in New York (i.e., RG&E and NYSEG) and Connecticut (i.e., UI, CNG, and SCG); however, services will also be provided to CMP, MNG and BGC at a less frequent or on an as needed basis.

Scope of Services

Scope of Work is to this RFP is to procure site investigation and remediation (SIR) engineer services Framework Agreements to support the MGP and environmental remediation programs across Avangrid. SIR engineer services include environmental site investigation, remedial analysis & design, construction management and monitoring, and operations, management and monitoring (OM&M) services for former MGP and other environmentally impacted project sites.

The selected SIR engineer services firm(s) will perform comprehensive environmental professional services, including environmental engineering primarily at former MGPs and to a lesser extent former electric generating plants and other sites. The scope of services include, but are not limited to investigations (of overburden, groundwater, bed rock, sediments, soil vapor); evaluation of remedial alternatives; design of remedial actions; remedial construction oversight; vibration and seismic plans and studies; regulatory permitting to facilitate remedial actions; community air monitoring; project management support; soil vapor intrusion assessments; and assessment of building materials.

The selected SIR engineering services firm(s) will supply qualified labor with the necessary skill, knowledge and experience to expertly advance projects within their area and focus of expertise and qualifications to provide the most value to the project as well as supplying equipment and supplies to conduct various tasks necessary to comply with the NYSEG & RG&E Order's on Consent with New York State Department of Environmental Conservation (NYSDEC), the CT Remediation Standard Regulations (RSRs) with CT Department of Energy and Environmental Protection (CT DEEP), Massachusetts Contingency Plan (MCP) with Massachusetts Department of Environmental Protection (Mass DEP) and the

Maine Department of Environmental Protection remedial programs and Remedial Action Guidelines.

More specifically, the SIR engineering services firm(s) must have a full and substantive staff with strong familiarity and knowledge of, MGPs, NYSDEC, CT DEEP, Mass and Maine DEP guidelines, protocols and regulatory requirements as well as have substantive core capabilities, expertise and experience with the following:

Environmental Investigation Services (with core focus and experience on MGPs)

- Preparation of Investigation Work Plans (including FSP, HASP, QA/QC plans, etc.) in accordance with applicable regulatory guidance (e.g., NYSDEC DER-10, CT RSRs)
- Project and Cost Management
- Soil and groundwater sampling (low and ultra-low flow techniques)
- Coal Tar NAPL (both LNAPL & DNAPL) fate and transport
- Groundwater Modeling
- 3-D Modeling of Impacted Soil
- Investigation in fractured media, including bedrock
- Risk Assessments (Human health, Ecological)
- Sediment Investigations (including Toxicity Evaluation)
- Environmental Forensics (Distinguishing Coal Tar Characteristics in Soil and Aquatic Sediment)
- Report Preparation including CADD drawings
- NYSDEC EQUIS Database
- Geophysical Surveys
- Vapor Intrusion investigations and assessments
- Working in Urban Residential Settings
- Assistance with Community Outreach and Public Presentations

Environmental Engineering & Remedial Design Services (with core focus and experience on MGPs)

- Alternative Analysis Reports (AAR) and Feasibility Studies (FS)
- Remedial Action Work Plans including support plans such as:
 - Community air monitoring plan (CAMP)
 - Environmental Construction QA/QC
 - Health and Safety Plans (HASP)
 - Vapor and Odor Mitigation plans
 - Trucking requirements and transportation plans
 - Vibration and Settlement Monitoring
 - Noise Monitoring
 - Sampling QA/QC / Quality Assurance Project Plans (QAPP)
 - Pre-construction property inspections

- Remedial Design, including preparation of Contract Documents (e.g., Drawings and Specifications) and a Remedial Action Report (RAR) with direct experience including, but not limited to the following:
 - In-situ soil stabilization/solidification (ISS)
 - Sheet pile/excavation support systems
 - Sprung Structures and associated air handling systems and stack testing
 - Groundwater pre-treatment plants
 - Recovery of DNAPL in the overburden and fractured media
 - Containment walls (slurry, sheet pile, soldier pile, passive collection systems, biological, etc.)
 - Excavation including soil rendering and processing for shipment
 - Disposal of excavated soil/sediment and wastewater
 - In-situ Chemical Oxidation (ISCO)
 - Sediment remediation including water diversion systems and structures and sediment capping
 - Preparation of contractor bid documents, specifications and drawings
 - Support evaluation of contractor proposals
 - Provide post-design support during implementation of Remedial Action as Engineer of Record
- Regulatory Permitting (NYS Water Quality, SPDES, Army Corps of Engineers, CT DEEP etc.)

Environmental Construction Management and Monitoring (with core focus and experience on MGPs)

- Office and field-based project management and oversight during remedial construction
- Weekly reporting and progress meetings
- Community Outreach support
- Review of Remediation Contractor submittals and invoices
- Community air monitoring plan implementation
- Analytical Sampling and tabulation of laboratory data
- Post Remediation Reports (Final Engineering, Construction Closeout, Site Management Plans, Environmental Easements, etc.)

OM&M (with core focus and experience on MGPs)

- Site Inspections, periodic review reporting and certification, and data evaluations
- Post-remediation groundwater sampling
- Operation of post remediation treatment systems
- Maintenance and compliance with Site Management Plans
- Provide field oversight, sampling, and monitoring during ground intrusive activities in accordance with the sites SMP.
- Waste management

Clarifications

	Environmental SI&D Framework 2021-2024		
	<u>Questions</u>	<u>Reference</u>	<u>AVANGRID Response</u>
1	Do to the amount of information requested, would Avangrid consider a 1 week extension on the due date?		Granted. Bids will be due now on March 30th, 2:00PM EST
2	Please confirm from the bid call that a bidder with an existing agreement can either signal their intent to use the existing agreement and upload amendments to the existing contract or provide RLSO markups to the agreement included with the RFP?		If the Bidder has an existing SI&D agreement, they may signal their intent to work off of an amendment by simply sending in their current agreement. Otherwise, redlines are needed in the first round.
3	Articles 49 and 50 of the MSA small business concerns and contracting. Does Avangrid have requested percentages of the MSA or project specific budgets that are required and/or preferred to be incorporated?		No - there are no requirements or preferences.
4	In the current MSA contract terms, there is an "Article 51 – Waste Manifests" which provides means for signing waste manifests as an agent of Avangrid. Is this being removed from the new contracts?		A revision to the MSA has been included and includes Waste Manifest article.

	Environmental SI&D Framework 2021-2024		
5	Can subconsultants be utilized as part of the respondent's team to assist in addressing the scope of services included in the RFP? If so, would they need to be a current approved AVANGRID vendor?		Yes; however, the Bidder must meet the minimum experience/staffing qualifications identified in the RFP. The proposed subconsultant(s) should be specified in your bid response and will be evaluated as part of the technical review of the bid. Since you as the bidding vendor will hold the Prime Contract for any subconsultants or vendors the sub does not need to have an Avangrid vendor number; however the T&Cs of the Prime Contract will flow down to any vendors or subconsultants that you procure as part of execution of your services. Reference Article 14 of the T&Cs.
6	What will be the maximum Purchase Order value for each assignment under this Framework Agreement vs. competitive bids outside this contract?		This is at the discretion of the PM for each specific project. As a general guideline, a project anticipated to be more than \$500K would be potentially bid out.
7	How many firms will be selected for NY?		There is no pre-determined number of suppliers that will be awarded. This will be based on Bidder's responses with respect to resource availability.
8	How many firms will be selected for CT & ME?		See above.
9	Can respondents partner with other firms to support certain Scope of Service categories?		See response above regarding use of subconsultants.

	Environmental SI&D Framework 2021-2024		
10	Will respondents be penalized for submitting on all four Scope of Service categories, if Avangrid, in their review, determines that the respondent(s) are qualified for some but not all categories?		There will be no penalty to the Bidder if they are disqualified in one of the territories, however the Bidder must provide qualified candidates for each of the requested roles in the resource availability tab in order to be qualified for that territory.
11	When does Avangrid anticipate awarding the Framework Agreements and how soon after should successful firms expect opportunities to bid projects?		Award is expected in Q4 of 2021. Opportunities will be provided shortly after and as needed by the Remediation team.
12	Please provide the Cyber Insurance Rider and Third Party Lite Assessment	Schedule H	Provided as parts of this response.
13	Please consider a one week extension for the proposal due date.		Granted. Bids will be due now on March 30th, 2:00PM EST

Schedule D-4 PRICING TERMS

Solely for the purpose of the SIR Engineering Services FA.

Hourly Bill Rates - AVANGRID Environmental Site Investigation & Remediation (SI&D)						
Company Name:						
Enter the Coefficient for Year 1, Year 2 and Year 3 fixed Bill Rates. DO NOT modify the AVANGRID Hourly Billing Rates calculated based upon the coefficient. Bidder to						
Job Description (see notes 1 and 2 below)	AVANGRID Hourly Billing Rate	Coefficient to be applied to all Hourly Rates for Year 1.	Year 1 Bill Rates	Coefficient to be applied to all Hourly Rates for Year 2.	Year 2 Bill Rates	t t
Clerical/Administrative						
ACAD Operator/Drafter						
Sr. ACAD Operator/Drafter						
Technician						
Sr. Technician						
Env Field Construction Management/Oversight - A						
Env Field Construction Management/Oversight - B						

Confidential

Job Description (see notes 1 and 2 below)	AVANGRID Hourly Billing Rate	Coefficient to be applied to all Hourly Rates for Year 1.	Year 1 Bill Rates	Coefficient to be applied to all Hourly Rates for Year 2.	Year 2 Bill Rates	t t
Env Field Construction Management/Oversight - C						
Scientist -1						
Scientist -2						
Scientist - 3						
Scientist - 4						
Scientist - 5						
Engineer -1						
Engineer - 2						
Engineer - 3						
Engineer - 4						
Engineer - 5						
Geologist - 1						

Job Description (see notes 1 and 2 below)	AVANGRID Hourly Billing Rate	Coefficient to be applied to all Hourly Rates for Year 1.	Year 1 Bill Rates	Coefficient to be applied to all Hourly Rates for Year 2.	Year 2 Bill Rates	t t
Geologist - 2						
Geologist - 3						
Geologist - 4						
Geologist - 5						
Hydrogeologist -1						
Hydrogeologist - 2						
Hydrogeologist - 3						
Hydrogeologist - 4						
Hydrogeologist - 5						
Project Manager - A						
Project Manager - B						
Project Manager - C						

Job Description (see notes 1 and 2 below)	AVANGRID Hourly Billing Rate	Coefficient to be applied to all Hourly Rates for Year 1.	Year 1 Bill Rates	Coefficient to be applied to all Hourly Rates for Year 2.	Year 2 Bill Rates	t t
Principal						
Indicate with an X the Opera						
New York (RG&E & NYSEG)						
Connecticut (UI, CNG, SCG) and Maine (CMP)						
Indicate with an X the Scope						
Environmental Investigation						
Environmental Engineering & Remedial Design						
Environmental Construction Management & Monitoring						
OM&M						

	Annual Hours NY		Annual Hours CT	
	Hours Required	Hours Proposed	Hours Required	Hours Proposed
Clerical/Administrative				
ACAD Operator/Drafter				
Env Field Construction Management/Oversight - C				
Scientist - 3				
Engineer - 3				
Geologist - 3				
Project Manager - C				
Principal				
Annual SUM (Hours)				
Total Hours - 3 Years				

Schedule F-2 NOTICES

Solely for the purpose of the SIR Engineering Services FA.

Along with all other correspondence requirements included in this 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, or when email notice has been given with an acknowledgement given by the appropriate Party representative. The Parties shall acknowledge in writing the receipt of any such notice delivered in person.

All communications to **Customer** shall be directed to:

Avangrid Service Company

Contract Administration

89 East Avenue

Rochester, NY 14649

Phone: 585-724-8028

Fax: 585-771-2820

With Copy To :

Avangrid Service Company

Avangrid EH&S – Environmental
Remediation

3 City Center Building, 5th Floor

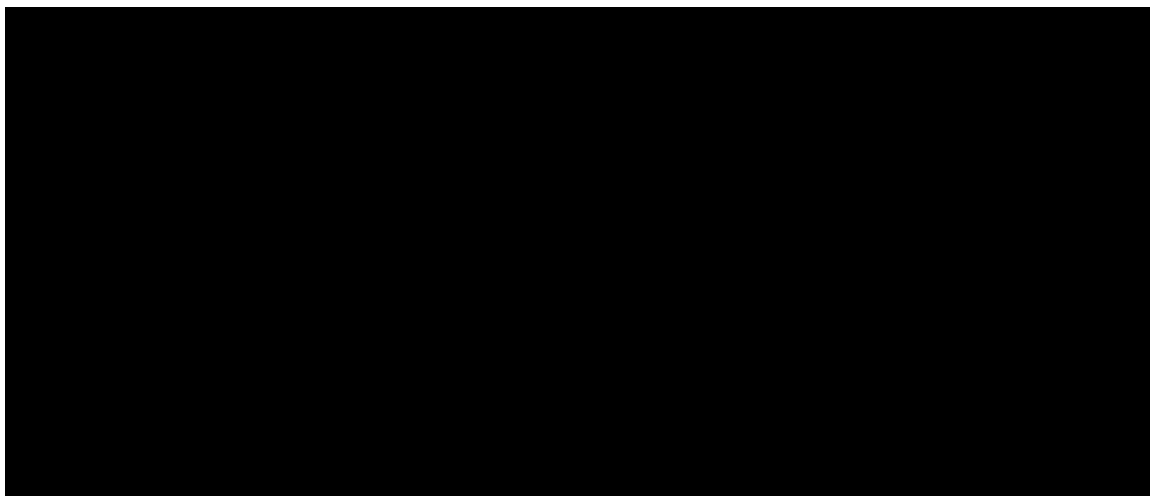
180 South Clinton Ave.

Rochester, NY 14604

Attention: Steve Mullin

Phone: 585.315.0079

Email: Steve_Mullin@rge.com



Schedule G-4 INSURANCE REQUIREMENTS

Solely for the purpose of the SIR Engineering Services FA.

Before commencing Services, the Supplier shall procure and maintain at its own expense for a period of two years beyond completion of the Services, the insurance types, limits, terms, and conditions listed in Section 1 below. The amounts as specified are minimums only and in no way limit the indemnification obligations of the Supplier. The actual amounts above the minimums shall be determined by the Supplier. In addition, for any Services that are authorized to be subcontracted, the Supplier shall require each subcontractor to procure and maintain all insurance as outlined below.

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

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

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

A. General Insurance Requirements

Each insurance policy shall:

- 1) 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 Rating of not less than "A- VII" and a policyholder surplus of at least \$25,000,000.
- 2) have defense costs outside of the limits of liability, except for professional liability and contractor's pollution liability;
- 3) add Customer and its Affiliates as additional insureds except of any required workers' compensation/employer liability and professional liability coverage. Professional liability shall provide Customer and its Affiliates as indemnified parties;
- 4) not preclude Customer or its Affiliates from making claims against the policy for the wrongful acts, omissions or other tortious conduct of the Supplier/Consultant/Labor Supplier;
- 5) provide Customer with 30-day notice of cancellation, except for non-payment of premium and then it shall be 10 days;
- 6) notify Customer of any reduction in the aggregate policy limits below those required under this agreement;
- 7) be primary and non-contributory with respect to Customer and its Affiliates;
- 8) contain a waiver of subrogation in favor of Customer and its Affiliates;
- 9) contain a separation of insureds clause;
- 10) contain a terrorism provision; and
- 11) contain a choice of law provision which states that the policy shall be governed by the State in which the Services are being performed.

B. Required Coverages

1) Workers' Compensation and Employers' Liability Insurance:

Coverage A: Statutory

Coverage B: Limits apply per issued annual policy

Bodily Injury by Accident - \$500,000 each Accident

Bodily Injury by Disease - \$500,000 each Employee

Bodily Injury by Disease - \$500,000 Policy Limit

Policy Information Page Requirements:

Item 1 – First Named Insured and Other Named Insureds

Item 3.A. – State(s) of Operations

Item 3.C. – All Other States Except Monopolistic States

Endorsements:

Voluntary Compensation – WC 00 03 11 A

Alternate Employer – WC 00 03 01 A

FELA – If any basis

Maritime – If any basis

USL&H – If any basis

2) Automobile Liability

Combined Single Limit - \$5,000,000 (limits in excess of \$1M can be satisfied
by umbrella/excess coverage

Uninsured/Underinsured – Minimum allowed by State law

Hired/Non-owned liability - \$5,000,000

Symbol – 1

Endorsements:

Employees as Insureds

Fellow Employee Coverage

MCS 90

CA 9948

3) General Liability: ISO Form CG 00 01 or its functional equivalent

Per Occurrence - \$1,000,000

General Aggregate - \$2,000,000

Products Completed - \$2,000,000

Personal and Advertising Injury - \$1,000,000

Endorsements:

Contractual Liability Amendment

Explosion, Collapse, Underground Coverage

Independent Contractors Coverage

Broad Form Property Damage

No Punitive or Exemplary Damages Exclusion

No Subsidence Exclusion

4) Umbrella/Excess Liability: Written on a Follow Form Basis and Worldwide

Coverage Per Occurrence - \$5,000,000

General Aggregate - \$5,000,000

Products/Completed Operations - \$5,000,000

Personal & Advertising Injury - \$5,000,000

Underlying Policies: Commercial General Liability, Auto Liability,
Employer's Liability

5) Contractor's Pollution Liability

Per Occurrence - \$5,000,000

Policy Aggregate - \$5,000,000

Coverage:

Environmental Impairment Liability

Bodily Injury, sickness, disease, mental anguish or shock sustained by any person, including death and mental anguish

Property Damage including physical injury or destruction of tangible property including resulting loss of use, clean-up costs, and loss of use of tangible property that has not been physically injured or destroyed

Disposal site coverage and transportation extensions

Underground storage tanks

Loss, remediation, clean-up costs and related legal expenses

Sudden and non-sudden pollution conditions

No exclusion for loss occurring over water including but not limited to a navigable waterway

Endorsements:

Supplier agrees to maintain coverage for a period of 5 year past completion of services.

6) Professional Liability: Per Claim - \$5,000,000

Policy Aggregate - \$5,000,000

Mitigation of Loss/Rectification - \$5,000,000

Coverage:

Supplier agrees to maintain coverage for a period of 5 year past completion of services.

Full prior acts coverage

No Exclusion for environmental impairment liability

No Exclusion for punitive damages to the extent insurable