



AGREEMENT

For



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This DESIGN, SUPPLY AND INSTALLATION AGREEMENT (this "Agreement") is made this 1st day of June, 2020 by and between **Avangrid Service Company** ("Owner" or "Company") and [REDACTED] ("Contractor" or "Supplier") with offices located at [REDACTED] and covers the Contractor's performance of Work for the Owner, as provided hereunder, including all supplemental addenda hereto and all general and special provisions pertaining to the Work or materials therefore.

AVANGRID, an Affiliate of Owner, has full power to act as an agent for Owner, and for the purposes of this Agreement will act as Owner's representative. For good and valuable consideration, the Parties agree as follows:

ARTICLE 1 – ORDER OF PRECEDENCE AND DEFINITIONS

1.1 This Agreement, its appendices 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;
- The Appendix A (Specifications and Schedule); 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 Sum" means the total amount payable by the Owner to the Contractor for the performance of the Work under this Agreement.

1.4 "Agreement Time" means the period of time allotted in this Agreement to achieve Final Completion. The Agreement Time shall end at the Final Completion Date mentioned in Appendix C (Contract Datasheet).

"Drawings" means the drawings specified in Appendix A (Specifications and Schedule), including, but not limited to, final drawings prepared by Contractor which are approved by Owner for use during construction and show the design, 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.

- 1.5 “Energized” means operational, on-line and connected to the transmission system.
- 1.6 “Final Completion” means Substantial Completion has occurred, the Contractor has satisfactorily completed all of the items on the “punch-list”, the In-Service Date has been achieved, Owner has signed Appendix M (Certificate of Final Completion) and final payment is now due and owing.
- 1.7 “In-Service Date” means the date that Substantial Completion is achieved. Provided however, if the In-Service Date has not been achieved within sixty (60) days of Contractor’s Notice of Substantial Completion for reasons not attributable to Contractor, the In-Service Date shall be deemed to have been achieved upon expiration of that period.
- 1.8 “Project” means Owner’s (Vienna Road).
- 1.9 “Schedule” means the schedule included in Appendix A (Specifications and Schedule).
- 1.10 “Site” means the lands and improvements where the Project is located and the Work is to be installed, which lands and improvements are described in the Specifications.
- 1.11 “Site Access Date” means the site access date specified in Appendix C (Contract Datasheet) or in any notice to Contractor of a revision of the Site Access Date.
- 1.12 “Specifications” means scope of work document(s), technical specifications, Drawings and performance requirements, as listed in Appendix A (Specifications and Schedule) or as incorporated (by reference or otherwise) into this Agreement.
- 1.13 “Subcontractor” means the Contractor’s subcontractors, and such subcontractors’ subcontractors to include subcontractors of all tiers.
- 1.14 “Substantial Completion” means delivery by the Contractor of factory test results and completion of site inspection, testing and commissioning and certification that the Work is functionally complete.
- 1.15 “Substantial Completion Date” means the date set forth in Appendix C (Contract Datasheet), which is the date by which Substantial Completion must be achieved.
- 1.16 “Warranty Period” has the meaning set forth in Appendix C (Contract Datasheet).
- 1.17 “Work” or “Services” or “Scope of Work” means all design and installation services, labor, tools, equipment and material:

- a) to be provided by Contractor; and
- b) under the financial and legal responsibility of Contractor.

ARTICLE 2 - OWNER

The Owner is the person or organization identified as such in this Agreement. 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 shall secure and pay for easements for permanent structures or permanent changes in existing facilities.

- 2.2 Owner's Right to Correct Deficiencies. Subject to the Contractor's warranty obligations set forth in Section 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 Section 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 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 Section 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 Sum 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) days after the date fixed in the written notice from the Owner to the Contractor to do so. 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 Section 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 firm lump sum prices 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

The Contractor is the person or organization identified as such in this Agreement. The term “Contractor” means the Contractor or an authorized representative of 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. 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. Subcontractors may not be changed except at the request or with the approval of the Owner. The Owner shall promptly notify the Contractor in writing if, after due investigation, Owner has reasonable objection to any Contractor on such list and does not accept him. Failure of the Owner to make objection promptly shall constitute acceptance of such Subcontractor.

If the Owner refuses to accept any Contractor on the list submitted by the Contractor, the Contractor shall submit an acceptable substitute and the Agreement Sum shall be increased or decreased by the difference in cost occasioned by such substitute and an appropriate change order shall be issued; however, no increase in the Agreement Sum shall be allowed for any substitution unless the Contractor has acted promptly and responsively in submitting for acceptance any list or list of names as required.

The Contractor is responsible to the Owner for the acts and deficiencies of its Subcontractors, and any of their employees, to the same extent Contractor is responsible for the acts and deficiencies of Contractor's own employees. The Contractor shall obtain agreement from the Subcontractors that they will comply with the requirements of this Agreement.

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

- 3.5 Contractor's Right To Terminate the Agreement. The Contractor may terminate this Agreement upon thirty (30) days' written notice to the Owner for any of the following reasons:
- a) if an order of any court or other public authority having jurisdiction, or any act of government caused the work to be stopped or suspended for a period of three months through no act or fault of the Contractor or Contractor's employees; or
 - b) if the Owner should fail to pay the Contractor any undisputed sum within thirty days from the due date.
- 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 Article 9 for changes in the Work.
- 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 shall at all times be an independent contractor and be responsible for all acts or omissions of its own employees and Subcontractors. No act or instruction of Owner shall be deemed to be the exercise of supervision or control of performance hereunder.

ARTICLE 4 – SPECIFICATIONS AND QUALITY

- 4.1 Adequacy. Owner shall be responsible for the adequacy of the design 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 engineering 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 engineer and to engineer's 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. The Contractor is responsible for providing workers, who must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. The Contractor shall at all times be responsible for the conduct and discipline of its employees and/or any Contractor 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.

- 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 and be free from defect in design, 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 in Section 4.10. shall start:
- a) At the In-Service Date; or
 - b) Sixty (60) days following Substantial Completion, whichever occurs first, and end after the period indicated in Appendix C (Contract Datasheet).
- 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.

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

- 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. Where practicable, all tests shall be made at the place of manufacture. 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 seven (7) business days' advance written notice before shipment. Up to forty-eight (48) 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, prior to shipment. There shall be no additional charges for such witness tests or certified copies except as set forth in the Contractor's proposal. However, the Owner will bear the expense of tests conducted on its own premises, except salaries and expenses of representatives of the Contractor.

- 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.
- 4.19 Work Stoppage. Contractor's personnel shall not honor any union picket lines or strikes nor take part in any work slow down or stoppage nor refuse to report for work, unless such action is protected by any state or federal labor relations law. Notwithstanding the preceding sentence, 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 work force has not been supplied.

ARTICLE 5 – INSURANCE

- 5.1 Insurance. Supplier shall maintain insurance in accordance with the requirements as set forth in Appendix J. Supplier must maintain applicable insurance. An insurance certificate must be mailed to Customer prior to starting Services.

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 attorneys fees incurred in the connection therewith, by reason of (A) any patent, trademark, or copyright infringement claim, or any design, device, process or procedure used, installed or provided by the 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 Appendix C (Contract Datasheet), 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 Appendix C (Contract Datasheet), for causes not attributable to either of the parties, then it is agreed that, if necessary, a day for day delay in the schedule of performance shall be allowed as caused by such delayed permit issuance, together with an adjustment in the Agreement Sum due to such delay.
- 6.4 Compliance with Laws. The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and 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, 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 Sum 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. See Appendix N (Contractors Safety Requirements) for Owner's Contractors Safety Requirements. Contractor is to follow these requirements at all times while performing work for Owner.

ARTICLE 7 - TIME

- 7.1 Notice To Proceed. Following execution of this Agreement by the Owner and the Contractor, written notice to proceed with the Work shall be given by the Owner to the Contractor. The date to commence Work is the date established in the notice to proceed. If there is no notice to proceed, it shall be the date of this Agreement or such other date as may be specified by the Owner.
- 7.2 Schedule of Completion. Contractor shall perform the Work so that all of the milestone events are completed on or before the dates specified in Appendix A (Specifications and Schedule) for each milestone event.
- 7.3 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 Appendix C (Contract Datasheet). 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.

7.4 Substantial Completion. After Substantial Completion has been achieved, a Certificate of Substantial Completion shall be issued by the Owner. The Certificate does not relieve the Contractor of its obligation to complete all the Work including 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.

7.5 Progress and Completion. It is expressly understood by the Contractor and Owner that time is important in the performance of this Agreement.

The Contractor shall begin the Work on the date of commencement set forth in the written notice to proceed. The Contractor shall carry the Work forward expeditiously with adequate forces and shall complete it in accordance with the Schedule.

7.6 Delay Damages. If the Contractor neglects, fails, or refuses to complete the Work within the time specified for 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, the sum of one half of one percent (0.5%) of the Agreement Sum per day for each calendar day beyond the Substantial Completion Date in this Agreement until Substantial Completion is achieved.

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.

7.7 Unforeseen Conditions. In the event unforeseen conditions require an increase in the Owner's cost obligation of fifteen percent (15%) or more of the Agreement Sum, this Agreement will be modified or amended to reflect said increase. In the event it is determined that any change from the description of Work contained in this Agreement is required, written approval must be secured from the Owner prior to the beginning of such work.

Reimbursement for increased work and/or substantial change in the description of Work shall be limited to costs covered by written modification, change order, or extra work order approved by the Owner and subject to Appendix G (Change Order Pricing) and Appendix H (Change Order Request Form).

ARTICLE 8 - PAYMENTS

- 8.1 **Agreement Sum.** The Agreement Sum is stated in Appendix B (Agreement Sum and Payment Schedule) and is the total amount payable by the Owner to the Contractor for the performance of the Work under this Agreement. The Agreement Sum is fixed. Any work additional to the Work shall be done on a fixed price basis or on a time and materials basis as agreed to by the Owner and Contractor prior to the commencement of such additional work.

Before submitting the first invoice, the Contractor shall submit a complete breakdown of the Agreement Sum showing the value assigned to each part of the Work including an allowance for profit and overhead. Upon Owner's approval of the breakdown of the Agreement Sum, it shall be used only as a basis for the Contractor's invoice.

For lump-sum agreements the Contractor is to provide invoicing showing material costs and the total cost of the project or applicable portion thereof.

- 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. Invoices shall be submitted utilizing American Institute of Architects (AIA) forms 702 and 703, as set forth in Appendix F (Form of Invoice) to this Agreement. Each invoice shall be accompanied by the Contractor's waiver and release in the form of Appendix K-1 or Appendix K-2 for final invoice.

Sixty (60) days after acceptance of the invoice, the Owner shall make payment to the Contractor of ninety percent (90%) of the undisputed amount. Payment may be withheld and may be paid directly to third parties in accordance with Section 8.3 if Contractor has failed to comply with its lien obligations under Section 8.5 herein.

Final payment shall be made Sixty (60) days after final acceptance of the Work but in no event later than seventy five (75) days from the In-Service Date unless Owner determines that Contractor has failed to achieve Final Completion during such time period.

The Contractor warrants that title to all Work covered by an invoice, whether incorporated in the Project 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 suppliers.

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:

- a) defective Work not remedied;
- b) 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;
- c) failure of the Contractor to make payments due to Subcontractors, its suppliers or employees;
- d) reasonable indication that the Work will not be completed within the Agreement Time;
- e) prosecution of Work that does not comply with this Agreement;
- f) failure of the Contractor to submit estimates of partial payments, or lack of accurate supporting data;
- g) invoicing which is incorrect; or
- h) breach of any material term or condition of this Agreement.

When the above grounds are removed, or the Contractor provides a bond satisfactory to the Owner which will protect the Owner in the amount withheld, 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.

8.5 Final Completion and Final Payment. When the Contractor determines that the Work is substantially complete in accordance with this Agreement, the Contractor shall, together with Owner, prepare a punch-list of items to be completed or corrected by Contractor. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with this Agreement. When Contractor achieves Final Completion, upon receipt of written notice that the Work is ready for , final inspection and acceptance, and upon receipt of final invoice, the Owner will promptly make such inspection and, when Owner finds the Work conforming to this Agreement and this Agreement fully performed, Owner will make final payment in accordance with time periods set forth in Section 8.2.

The final payment (including the ten percent (10%) retainage) 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 Section 8.2 and Appendix forms 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.

If after Substantial Completion of the Work and occurrence of the In-Service Date, 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:

- 1) outstanding liens;
- 2) faulty, defective, or nonconforming Work;
- 3) failure of the Work to comply with the requirements of this Agreement, or
- 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.

8.6 Financial Security for Performance. As financial security for Contractor's faithful performance of its obligations hereunder, Contractor shall furnish to Owner and keep in force during the term of this Agreement performance and payment bonds 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 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 Sum (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.

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 Section 8.6. 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.

ARTICLE 9 - CHANGES IN THE WORK

- 9.1 Change Orders. The Owner reserves the right to order changes in the Work through additions, deletions or other revisions. All such changes in the Work shall be authorized by change order, and shall be executed under the applicable conditions of this Agreement. The Agreement Sum and Agreement Time affected by the change shall be adjusted at the time the change order is executed.

A change order is a written order to the Contractor signed by the Owner, issued after the execution of this Agreement, authorizing a change in the Work and/or an adjustment in the Agreement Sum or Agreement Time. A change order may also be signed by the Contractor if the Contractor agrees to the adjustment in the Agreement Sum or the Agreement Time. The Agreement Sum and the Agreement Time may be changed only by a change order that is signed by both the Owner and the Contractor.

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

- a) By mutual acceptance of a lump sum properly itemized;
- b) By unit prices stated in this Agreement or subsequently agreed upon; or
- c) By cost and a mutually acceptable fixed or percentage fee.

If unit prices are stated in Appendix G (Change Order Pricing) or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed change order that application of the agreed unit prices to the quantities of work proposed will create a hardship on the Owner or the Contractor, the applicable unit prices shall be equitably adjusted to prevent such hardship. However, the Owner shall have the right to

adjust the quantities provided in this Agreement by as much as 20% without a corresponding change in the unit price for the item(s) involved.

- 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 Sum shall be equitably adjusted by change order upon claim by either party made within twenty (20) days after the first observance of the conditions.
- 9.3 Claims for Additional Costs. If the Contractor claims that additional costs are involved because of (i) any written interpretation of this Agreement issued by the Owner or (ii) any order by the Owner to stop the Work where the Contractor was not at fault, or (iii) any other event, the Contractor shall submit such claim by giving the Owner written notice thereof within seven (7) days after the occurrence of the event or of the time Contractor first becomes aware of the event giving rise to such claim. Such notice shall be in the format displayed in Appendix H (Change Order Request Form) and shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim for additional compensation shall be valid unless so made. Any change in the Agreement Sum resulting from such claim must be authorized by Owner in a change order.

ARTICLE 10 - MISCELLANEOUS PROVISIONS

- 10.1 Governing Law. This Agreement shall be governed by and construed according to the laws of the State of New York.
- 10.2 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.
- 10.3 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.
- 10.4 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.

- 10.5 Arbitration. All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof, except for claims which have been waived by the making or acceptance of final payment as provided herein, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in force unless the parties mutually agree otherwise. Any arbitration proceedings shall take place in the State of New York. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

The Contractor shall not cause a delay of the Work because of the pendency of arbitration proceedings, but Contractor shall only continue working until the arbitrators shall have an opportunity to determine whether or not the Work shall continue during the pendency of the arbitration proceedings.

The demand for arbitration shall be filed in writing with the adverse party, and with the American Arbitration Association and shall be served by registered mail to the last known address of each. The demand shall be made within a reasonable time after the dispute has arisen. In no case, however, shall the demand be made later than the time of final payment, except as may be otherwise expressly stipulated in this Agreement.

In no case shall punitive damages be awarded to either party in any arbitration resulting from performance under this Agreement. Once the arbitral award is determined and, if applicable, apportioned, the prevailing party shall be entitled to receive reimbursement from the non-prevailing party of any amounts paid including attorney's fees and costs incurred hereunder in connection with the arbitration proceeding.

The award of the arbitrators shall be in writing and acknowledged like a deed to be recorded and a duplicate shall be delivered personally or by registered mail forthwith upon its rendition to each of the parties to the controversy and to the Owner. Judgment may be rendered upon the award by the federal court or the highest state court having jurisdiction to render same.

- 10.6 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.

10.7 Taxes.

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.
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.

10.8 Delivery of Material and Equipment. When it is the responsibility of the Contractor under this Agreement to unload material and equipment at the Work Site, such unloading shall be done expeditiously. If, in the opinion of the Owner, failure to so unload will interfere with the progress of the Work, the Owner may unload such material and equipment upon approval of the Contractor, 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 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.

10.9 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 Section shall not be applicable in the event that this Agreement provides for a lump-sum or unit price agreement for the Work.

10.10 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 Section shall not be applicable to lump-sum or unit price portions of the Work.

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

- 10.12 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.
- 10.13 Setoff. Owner may set off against amounts payable to Contractor under this Agreement any claim or charge it may have against Contractor.
- 10.14 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.
- 10.15 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.

- 10.16 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.
- 10.17 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.
- 10.18 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.

10.19 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 sections 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.

10.20 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.

10.21 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: (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 for the duration of Contractor 's performance under the Agreement, including, without limitation, effects upon pricing, schedule, quantities or specifications, if any, shall not be cause for either Party 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 Section 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 pandemic and its effects, now, and for the duration of Contractor 's performance under the Agreement; and (iv) such pandemic shall not render either Party unable to fulfill any of its obligations under the Agreement, and a Party shall not have any claim, action or cause of action against the other Party in connection with such pandemic, 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.

- 10.22 Employee Solicitation. During the term of this Agreement and for a period of one (1) year thereafter, except with the prior written consent of the Company, Supplier shall not offer employment to any employee of the Company or Company's current or future Affiliates with whom Supplier has had contact in connection with the negotiation, execution, or performance of this Agreement, and Supplier shall not induce or attempt to induce, directly or through an agent or third party, any such employee to leave the employ of the Company or its Affiliates. As used herein, the term "Affiliate" shall mean any person or entity controlling, controlled by, or under common control with the Company through majority stock or other ownership interest, direct or indirect. Nothing in this clause shall limit Supplier from employing any person who contacts Supplier on his or her own initiative and without any solicitation by Supplier specifically directed to such employee.
- 10.23 Ethics. Supplier shall comply with the AVANGRID Suppliers' Code of Ethics ("Suppliers' Code of Ethics") in connection with its performance under this Agreement. The Suppliers' Code of Ethics can be found at the AVANGRID website (www.avangrid.com).
- 10.24 Performance Monitoring. Company 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 Company's review. The Company's project manager will evaluate the Contractor's performance upon the conclusion of the Work by completing the specified report. The Company 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 and/or lump sum projects.
- 10.25 Continuous Improvement. Continuous improvement is the foundation of this Agreement. Contractor warrants that it will pass on to Company in the form of price reductions in material costs and the like. Contractor likewise will use its best efforts to improve continuously its performance in all areas. In particular, Contractor will evaluate opportunities for cost/price reductions on items and services ordered and to be ordered and communicate them promptly to Company. Contractor has specifically identified target cost reductions of 2% beyond the prices shown in Appendix B for the initial Term, and agrees to work diligently with Company personnel toward attainment of this objective. Contractor is expected to advance its economies of production, service, service delivery, material handling and technical prowess at least as fast as other competitors in its industry, and to offer the price and performance benefits of those improvements to Company, as soon as they become available."
- 10.26 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 Company and/or and of Company's affiliates.

10.27 Contractor Security Requirements. Contractor is to comply with Company's Contractor Security Requirements in its performance of its Work for Company under this agreement.

Company Information:

(1) The term "Company Information" means all information, in any form: (i) furnished or made available directly or indirectly to Contractor by Company or its Affiliates, or otherwise obtained by Contractor from Company or its Affiliates, or (ii) obtained from Company or Company's Affiliates in connection with the performance of the Services.

(2) Company Information shall be and remain the property of Company or its Affiliate(s), as appropriate. Contractor shall not possess or assert any lien or other right against or to Company Information. No Company 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 Company's request, the termination or expiration of this Agreement for any reason (including termination for cause) or, with respect to any particular Company 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 Company such Company Information (including copies thereof) in a form reasonably requested by Company or, if Company so elects, shall destroy such Company Information.

(4) Contractor shall not use Company 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 Company 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 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 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.

10.28 Publicity. In no event shall Owner's or its Affiliates' names and/or logo or the name and/or logo of it's 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.

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

10.30 Small Business Subcontracting Plan. Some or all of the Goods and Services provided hereunder may be used in a contract with the federal government and, therefore, may be subject to the requirements of FAR section 52.219-9. If applicable, each Supplier (except small business concerns) whose contract is expected to exceed \$650,000 (\$1,500,000 for construction) and has subcontracting possibilities is required to submit an acceptable subcontracting plan to the Customer. The plan shall include spending goals with businesses that are defined by the U.S. Small Business Administration as small, women-owned small, veteran-owned small, service-disabled veteran-owned small, HUBZone, small disadvantaged (SDB), Alaskan Native Corporations, and Indian tribes. If the Supplier fails to submit a plan within the time limit prescribed by the Customer, Customer may terminate this Agreement.

The Supplier assures that the clause entitled “Small Business Subcontracting Plan” will be included in all subcontracts, that offer further subcontracting opportunities, and all subcontractors (except small business concerns) who receive subcontracts in excess of \$650,000 (\$1,500,000 for construction) will be required to adopt a plan similar to this plan.

ARTICLE 11 – ACCEPTANCE

This Agreement is accepted by the authorized representatives of the Owner and Contractor:

Approved Signature Company
DocuSigned by:
Robert Fitzgerald
4FC9CB4F790A41A...

Robert Fitzgerald

Print

VP - Controller AGR Network

Title

6/26/2020

Date



Approved Signature Company
DocuSigned by:
Anthony Marone
6DD6023F347F418...

Anthony Marone

Print

President & CEO

Title

6/26/2020

Date

APPENDIX A

Specifications and Schedule

Vienna Road

1. GENERAL PROJECT INFORMATION

1.1. PROJECT SUMMARY

- 1.1.1. A 12-inch diameter coated steel distribution pipeline located in the Towns of Palmyra, Manchester, and Arcadia, and the Village of Newark in the State of New York. This is an approximately 8.2 mile pipeline with a maximum allowable operating pressure (MAOP) of 120 psi. The new pipeline will be fed from an existing Vienna Road regulator station (RS420090), and will feed gas through areas of both diverse terrain and functional use. This pipeline will connect to the existing 10-inch steel main, NYSEG main 60001A, just west of the Palmyra City Gate Station (RS420085).
- 1.1.2. An approximately 2,600 foot 4-inch HDPE Main extension from the new 12-inch pipeline at County Road 7 to Regulator Station #42032 in Port Gibson.
- 1.1.3. Service tie overs for residential customers from the existing 8-inch feeder main to the new 12-inch pipeline will be completed after the new pipeline and Port Gibson main extension is put into service.
- 1.1.4. Cut dead of the existing 8-inch Macedon-Feeder main after all services have been removed from the existing 8-inch feeder main. All activities to perform the cut dead in accordance with AVANGRID standards, specifications, and design are included within this scope of work.
- 1.1.5. OWNER, without invalidating this agreement, reserves the right to change the scope of the project, either in terms of completion date or pipeline mileage to be installed per year.

1.2. DEFINITIONS

- 1.2.1. 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 a project from beginning to completion.
- 1.2.2. CONTRACTOR: Organization contracted by AVANGRID to supply materials, labor and/or execute construction.
- 1.2.3. "Jack & Bore": Refers to the pipe installation method by which the pipe is "jacked" horizontally through the ground while under hydraulic pressure. The pipe is connected to an auger head which removes an equivalent area from the surrounding soil as the head is advanced, or is "bored."
- 1.2.4. OWNER: AVANGRID and New York State Electric & Gas (NYSEG), which will be the final owner and operator of all aspects constructed in this project.
- 1.2.5. Owner Engineering: Owner's representative responsible for the design, quality and detailed engineering of the project.
- 1.2.6. Owner's Agent: Owner's representative responsible for the project management and construction coordination.
- 1.2.7. Project Management Services: Owner's representative company responsible for the project management and construction coordination, supervision, and control.
- 1.2.8. Project Manager: Project Management Services representative in charge of project management for the project.

1.3. ABBREVIATIONS

- 1.3.1. AVANGRID GES: AVANGRID Gas Engineering Services
- 1.3.2. DPS: Department of Public Service

- 1.3.3. HDD: Horizontal Directional Drill
- 1.3.4. ISD: In Service Date
- 1.3.5. ITEO: Technical Bid Assessment Report
- 1.3.6. ITP: Inspection and Test Plan
- 1.3.7. IUMC: Iberdrola USA Management Corporation (Procurement Services)
- 1.3.8. MAOP: Maximum Allowable Operating Pressure
- 1.3.9. NYSEG: New York State Electric & Gas
- 1.3.10. PMP: Project Management Plan
- 1.3.11. PMS: Project Management Services
- 1.3.12. PO: Purchase Order
- 1.3.13. PSI: Pounds Per Square Inch
- 1.3.14. TS: Technical Specification

2. PROJECT DESCRIPTION

2.1. PROJECT DESCRIPTION AND STATUS

- 2.1.1. The project requires the installation of a 12-inch diameter coated steel distribution pipeline located in the Towns of Palmyra, Manchester, and Arcadia, and the Village of Newark in the State of New York. The new distribution main will replace the existing 8" steel main, which supplies gas to: The Town of Macedon, the Town and Village of Palmyra, the Village of Newark, Port Gibson, and residences along Rt. 31. The route, as outlined in the project documents, is approximately 8.2 miles long and traverses: wooded right-of-way (ROW), industrial development areas, and residential and agricultural districts. The new pipeline will be fed from the Vienna Road Regulator Station (Station #420090) located in the Town of Arcadia. The pipeline will operate at a MAOP of 120 psi and will connect to the existing 10" steel main (NYSEG main 60001A) just to the west of the Palmyra City Gate Station (Station #420085).
- 2.1.2. Pipeline procedure (Appendix F) details which parts of the pipeline are LPM, sections to be retired and system expansion.
- 2.1.3. There are several road crossings included in this project, the majority of which will be done using trenchless installation; means and methods are indicated in the project plans. The proposed trenchless methods are not required; if the CONTRACTOR elects to use an alternative trenchless method then the CONTRACTOR shall submit a detailed plan outlining their approach as part of the execution plan with their proposal.
- 2.1.4. Two district regulators will need to be tied over to this new main, along with multiple ancillary gas main extensions and residential/commercial gas service tie overs.
- 2.1.5. Engineering and design of the pipeline and associated work is complete, with ROW for this project clearly defined on the project documents. To address any questions or concerns raised during the bidding process, addenda will be issued to the bidding documents before the process is complete. Procurement of pipe, fittings, flanges, and valves is underway at the time of this bid.

2.2. PROJECT GOALS

- 2.2.1. The milestones outlined in this RFP are non-negotiable. These project milestones and goals are as follows:
 - 2.2.1.1. To construct the pipeline in a safe and efficient manner;
 - 2.2.1.2. To construct the pipeline on schedule, within the allotted timeframe of approximately 4.5 months;
 - 2.2.1.3. To construct the pipeline within the specifications of the design drawings;
 - 2.2.1.4. To maintain positive relationship with the community and property owners; and
 - 2.2.1.5. To meet the required in-service date (ISD) of 10/1/2020

2.3. PROJECT SCHEDULE

- 2.3.1. In an effort to mitigate the impact of identified risks, the milestone table identifies required dates for various project features to be completed in advance of overall project completion. It is the CONTRACTOR's responsibility to sequence the project and execute in accordance with the milestone schedule or receive penalty as defined in Section 3.3 LIQUIDATED DAMAGES. If CONTRACTOR takes exception to a date or dates, the bid proposal shall: clearly identify such exception, include a narrative justification, and identify a new milestone date that is suitable. The project milestone schedule is as follows:

Pre-construction / Mobilization	May 18, 2020
All Materials On-Site	June 1, 2020
Start Pipe construction	June 8 2020
*Wayne County Vienna Road Section Complete	July 31, 2020
All Road and Stream Crossings Complete	Sept 18, 2020
12-inch Pipeline & Port Gibson Main Extension In Service	Dec 1, 2020
All Customer Service Tie-overs Complete	Dec 31, 2020
Cut Dead Complete	TBD
FINAL RESTORATION COMPLETE	Oct 31, 2020
Temporary Stabilization/Winter Stabilization Complete (If Applicable)	Oct 31, 2020

- 2.3.2. The Wayne County Vienna Road Section needs to be completed by the date indicated on the Milestone Schedule to allow for repaving of the roadway to be performed by Wayne County. This section is defined as all work to be performed on Vienna Road County Road 318 within Wayne County.
- 2.3.3. If Final Restoration is not complete by 10/1/2020, temporary stabilization/winter stabilization must be started and completed by 10/31/2020. Final restoration would then be performed in Spring 2021.

2.4. PROJECT RISKS

- 2.4.1. Aspects of this project that should be considered risks include the following:
- 2.4.1.1. Soil management associated with handling spoil materials during roadside excavation;
 - 2.4.1.2. Work taking place through agricultural lands, along and through wetland areas, and the environmental considerations associated with those efforts;
 - 2.4.1.3. Schedule impacts associated with working along busy commercial districts and within highway ROWs;
 - 2.4.1.4. Narrow ROW and heavy construction traffic along the alignment increasing the likelihood of accidents/safety incidents and/or near misses; and
 - 2.4.1.5. Resources, equipment, number of crews and field management necessary to meet the aggressive deadline and milestone.

3. PROJECT INFORMATION

3.1. COMPANY'S PROJECT MANAGER

- 3.1.1. The OWNER's Project Manager, Engineer and Environmental Compliance Personnel:

- 3.1.1.1. **Dave Bovee - Project Manager NYSEG**
 1300 Scottsville Road Rochester, NY 14624
 p. 585-771-2263 c. 585-315-1233
Dave_Bovee@rge.com



3.1.1.3. Tom Ricci, PE Owner's Engineer NYSEG

p.607-762-5647

TRicci@nyseg.com

3.1.1.4. Brian Bury Environmental Compliance NYSEG

18 Link Drive P.O. Box 5224, Binghamton, NY 13902-5224

p. 607-762-8835

bbury@nyseg.com

3.2. OWNER'S Construction Manager

3.2.1. **TBD**

3.3. OWNER'S Environmental Monitor and SWPPP Compliance Inspector

3.3.1. **TBD**

3.4. CONTRACTOR

3.4.1. The following terms shall mean the CONTRACTOR or others engaged in the work on their behalf:

3.4.1.1. Installer

3.4.1.2. Supplier

3.4.1.3. Subcontractor

3.4.1.4. Fabricator

3.4.1.5. Constructor

3.5. CORRESPONDENCE

3.5.1. Correspondence and transmittals of information shall be sent to the OWNER's construction manager with a copy to both the OWNER's project manager and project management engineer.

3.6. PERFORMANCE OF WORK

3.6.1. CONTRACTOR shall work diligently and complete the work within the applicable time set forth in the contract. With the exception of Force Majeure, the CONTRACTOR shall work overtime, extra shifts, and/or provide any other methods as required to meet the completion date shown in the milestone schedule at no extra cost to OWNER, engineer or OWNER's Consultants.

3.6.2. The CONTRACTOR shall not enter upon, with personnel, material, or equipment, any lands or property outside the ROW limits shown on the contract drawings or any other property not under contractual agreement by the Company. CONTRACTOR shall verify with the OWNER that all ROW contracts have been secured prior to start of any work and before entering such properties. Any and all fines, penalties and the like, imposed on OWNER for CONTRACTORS entry, use, etc. on lands not under Contract by OWNER shall be borne by the CONTRACTOR.

3.6.3. CONTRACTOR shall perform all work within the Limits of Disturbance (LOD) as shown on the contract drawings. CONTRACTOR is allowed to facilitate agreements with property Owners for additional space and usage of their property. All agreements shall be communicated to the OWNER and its agents prior to use of such additional space.

3.6.4. The CONTRACTOR shall be responsible for any damages of property, including both on and off the ROW, throughout the duration of the project. This shall include, but not be limited to, damage to agricultural areas, CONTRACTOR's temporary laydown and parking areas, or other public or private property.

3.6.5. The CONTRACTOR shall be the prime or general contractor, and will be responsible for all subcontract work and subcontractors.

3.6.6. The CONTRACTOR shall adhere to all provisions of OWNER's Contractor Safety Requirements.

3.6.7. CONTRACTOR shall organize and execute the work so as to comply at all times with the requirements of scheduling as defined in the contract and as stated herein.

3.6.8. The order of the work shall adhere to the project schedule developed by the CONTRACTOR and approved by the OWNER consistent with the project-specific milestone schedule requirements

provided by the OWNER. The CONTRACTOR shall be responsible for the method and order within this section ensuring safety, satisfactory quality, and the rapid and economical completion of the work in harmony and cooperation with other parties.

- 3.6.9. The CONTRACTOR shall provide the OWNER with a detailed proposal of work as a component of their response to the Request for Proposal. Similarly, the CONTRACTOR shall provide a detailed work plan in advance of their executing each part of the work; this plan shall include, but not be limited to: copies of working drawings; information as to conditions, capacity, and capability of CONTRACTOR's equipment and facilities; proposed means and methods for the execution of the Work; and plan staffing/labor allocations, etc.. If at any time before the commencement, or during the progress of, the work any part of CONTRACTOR's facilities, or any of their methods of executing the work, appear to the OWNER, and/or its agents, to be inadequate to ensure the required quality, or rate of progress of the work, the OWNER, and/or its agents, may require the CONTRACTOR to change, improve their facilities, plant, methods and/or add additional resources at the CONTRACTOR's expense. CONTRACTOR shall promptly comply with requirements; but neither compliance with such requirements, nor failure of OWNER, and/or its agents, to issue such requirements shall relieve CONTRACTOR of the obligation to secure the degree of quality of work and the rate of progress required by the Contract. CONTRACTOR alone shall be responsible for the safety, quality and adequacy of their plan and methods.
- 3.6.10. CONTRACTOR shall confine their work plan, operations, and material to the work areas as shown on the drawings, or as required by OWNER.
- 3.6.11. CONTRACTOR shall employ only competent and skillful workers to perform and complete the work. OWNER, and/or its agents, may notify CONTRACTOR when any employee on the project is, in their opinion, incompetent or disorderly, or has refused to carry out the provisions of the Contract, or has used threatening or abusive language to any person on the project representing OWNER or ENGINEER, or is otherwise unsatisfactory. Upon CONTRACTOR's receipt of such notice, such employee shall be discharged immediately from the project and shall not be employed again on the project, except with the written permission of OWNER, and/or its agents.
- 3.6.12. During execution of the project, CONTRACTOR shall not hire employees of OWNER, ENGINEER, others in contract with OWNER, or their subcontractors, without written release from such employer. CONTRACTOR shall be solely responsible for employees leaving their employ for any reason until such employee has left the site.
- 3.6.13. CONTRACTOR shall be completely responsible for notifying their subcontractors and others engaged in the project on their behalf of all requirements under the Contract. This applies to technical specifications and drawing requirements, as well as contractual obligations.
- 3.6.14. Drawings, specifications and specified materials are intended to be complementary to one another. Information contained in one and absent in the other shall be treated as if contained in both. If the CONTRACTOR finds any discrepancies between drawings and these specifications, or any errors or omissions in dimensions or instructions given by drawings or specifications, he shall immediately notify the OWNER, in writing, and the OWNER shall promptly do the same. Any work performed after such discovery, unless authorized by the OWNER in writing, shall be at the CONTRACTOR's expense.

4. SUMMARY OF WORK

4.1. OVERVIEW OF SERVICES

- 4.1.1. The project consists of providing construction installation services as outlined herein for OWNER for the installation of a new 12-inch coated steel natural gas pipeline. Such construction is to include, but may not be limited to: ROW clearing and grubbing; installation and maintenance of erosion and sediment control measures; pipeline fabrication, assembly, installation, and testing; backfill operations; trenchless pipe installations—"jack and bore," or horizontal directional drill—as identified in the project plans; grading and restoration of all disturbed surfaces in kind; vehicle access construction; laydown area development and restoration; corrosive coating and painting of the piping; all as shown on the contract drawings (Appendix A), and outlined herein.
- 4.1.2. This project shall be constructed under the terms and conditions of Federal Code 49CFR 192, New York State Code 255, ASME Code B31.8, API 1104 Regulations, API 5L – specification for line pipe and this specification.

- 4.1.3. The CONTRACTOR shall provide all tools, equipment, labor, supervision and consumable materials to completely fabricate, install, test, clean and paint as required the new equipment and facilities as shown on the Contract drawings and as stated herein, including, but not limited to: the completion of all site clearing and grading; establishment and maintenance of temporary site erosion and runoff controls; all pipe, valves, and welded fittings; cathodic protection and AC mitigation devices; access roads; chain link fences and gates; and final site restoration.
- 4.1.4. Additional responsibility includes, but shall not be limited to: all site clearing, cut and fill grading to the elevation and limits as shown on the drawings, and corrosion protection system installation (Impressed Current System).
- 4.1.5. The CONTRACTOR is responsible for any and all training and qualifications as required for any activities encompassed within this scope of work. Such items may include, but are not limited to: qualifying coaters (**OQs must meet manufacturer's required training** [Powercrete and SPC]), welding, Operator Qualifications to meet AVANGRID requirements, safety, etc.

4.2. WORK BY OWNER

- 4.2.1. Provide all piping, fittings, valves, flanges, gaskets, nuts, bolts, insulators, stainless steel fittings, and steel sleeves necessary for construction.
- 4.2.2. All blow-down, by-pass, throttling, purging and energizing procedures.
- 4.2.3. Safety relief valve setting and testing (for commissioning).
- 4.2.4. Regulator set point and confirmation (for commissioning).
- 4.2.5. CWI/NDE Services for welding and CIP for coating inspections.
- 4.2.6. Interface with New York State Department of Environmental Conservation (NYSDEC), municipalities, landowners, and local media.
- 4.2.7. Monitor and inspect construction work and witness all pressure tests.
- 4.2.8. Tapping and stopping services.
- 4.2.9. Ensure compliance with Contract documents and regulatory requirements.
- 4.2.10. Provide testing and qualification services for the following:
 - 4.2.10.1. Welder Qualification and Destructive Testing at CONTRACTOR's expense.
 - 4.2.10.2. Production Weld Non-destructive testing.
- 4.2.11. Provide procedures, details, and support for the following operations to be completed by OWNER's third party.
- 4.2.12. Perform pre-construction survey of the ROW:
 - 4.2.12.1. ROW stake out(s) will include the following:
 - 4.2.12.1.1. Centerline of pipe alignment
 - 4.2.12.1.2. Clearing limits
 - 4.2.12.1.3. ROW limits
 - 4.2.12.2. Flags or stakes will be placed at 50-foot intervals over the entire alignment. Once CONTRACTOR accepts responsibility for the site, the CONTRACTOR shall maintain the surveying at their own expense.
 - 4.2.12.3. Upon commencement of construction, the CONTRACTOR shall be responsible for maintaining the location and visibility of all survey markers, utility flags, centerline markers, etc. as placed prior to construction. Station number stakes must remain visible from the ROW.
- 4.2.13. Provide equipment and services for Odorant Pipeline Conditioning.

4.3. WORK BY CONTRACTOR

- 4.3.1. Provide all tools, equipment, labor, materials and consumables not provided by OWNER, and supervision to complete the following: site survey; installation of erosion control devices; site clearing; topsoil removal and stockpile; site grading; site preparation; offsite disposal of spoils deemed contaminated at predetermined disposal location; pipe assembly, welding, bending and installation; trench and backfilling; installation of all mechanical equipment; record drawing development; access road construction; final site grading; final site surfacing; installation of fences; equipment painting; the installation of topsoil and final seeding for all disturbed areas impacted by construction activities as required by the SWPPP (Appendix C); and Contract drawings (Appendix A). Restoration of all disturbed

“hard” surfaces includes: asphalt pavement, concrete sidewalks, granite/concrete curbing, concrete gutters, etc.

- 4.3.2. CONTRACTOR shall have adequate training and/or certification of employees applying coatings to the piping systems as per the manufacturer’s recommendation.
- 4.3.3. CONTRACTOR shall install cathodic protection system(s) in accordance with plans and specifications as per the design drawings. During the installation process, the CONTRACTOR shall ensure that at least one (1) NACE CP2-qualified person is present at all times to oversee and direct the works performed.
- 4.3.4. CONTRACTOR shall support all tapping, stopping, tie-in, and cut dead operations associated with the project and shown on the Contract drawings. Such works include, but may not be limited to: installation of stopper fittings; support to tapping/stopping crews; provisions and support for vent lines and bypass lines; nitrogen for equipment testing; application of applicable coatings; installation of test station/anodes; removal of necessary piping at tie-in location; removal of necessary piping at crossing points with new 12-inch pipeline, etc.
- 4.3.5. CONTRACTOR shall support all Odorant Pipeline Conditioning activities with labor and equipment for a minimum period of 2 weeks. Such work includes, but may not be limited to: development of odorant equipment siting location, loading/unloading/placement of odorant equipment, installation of minimum (4) 2” SAV-A-Valve fittings as required for power gas and drip locations, and ongoing maintenance of excavation for Conditioning equipment.
- 4.3.6. CONTRACTOR shall adhere to all other red-line documentation requirements as presently stated in NYSEG/AVANGRID standards and specifications.
- 4.3.7. CONTRACTOR shall coordinate as required with the construction management team and associated OWNER third party vendors performing work to allow for the appropriate inspection(s) to be completed alongside the execution of this scope of work. The general sequence of inspections to be completed by others will include, but may not be limited to, the following:
 - 4.3.7.1. Environmental and agricultural inspection during ROW clearing, development, and ongoing maintenance;
 - 4.3.7.2. Construction inspections for safety, pipe stringing, bending, laydown, trenching, backfill, etc.;
 - 4.3.7.3. Visual welding inspection for active welding activities;
 - 4.3.7.4. Non-destructive welding examination for completed welds;
 - 4.3.7.5. Coating inspection for preparation, application, and, if applicable, curing of pipeline coatings;
 - 4.3.7.6. Coating holiday detection for pipeline length prior to pipe lower-in installation;
 - 4.3.7.7. Discretionary holiday detection for pipeline after installation prior to backfill, and
 - 4.3.7.8. Construction, environmental, and agricultural inspection for ROW winterization and/or restoration.

4.4. GENERAL

- 4.4.1. Project Documentation Matrix/Key Deliverables table is included in Appendix G. This document lists documents, descriptions, due dates, responsibility party, etc. It also has tabs for contact information.
- 4.4.2. CONTRACTOR shall comply with all OWNER safety and construction standards in addition to the specifications outlined herein.
- 4.4.3. CONTRACTOR shall complete the installation of all pipe and fittings as noted on the contract drawings in accordance with the requirements stated herein: the OWNER construction standards.
- 4.4.4. The CONTRACTOR shall saw cut, and/or torch cut, and drill all piping. All debris from drilling, milling, welding, sawing, torching, etc., shall be removed from the interior of the piping, valves, etc., that are worked upon. The OWNER shall be allowed inspection for foreign material prior to welding, bolting, or assembly of equipment.
- 4.4.5. The CONTRACTOR shall install temporary capping on all gas piping, tubing, and equipment that is installed in a trench to prevent tools, dirt, and foreign materials from entering and/or being inadvertently dropped or placed into the pipe and equipment. The capping method shall be approved by the OWNER and shall remain covered until final fit-up occurs. OWNER will routinely check interiors of pipe and equipment during the construction for cleanliness and it will be the

- CONTRACTOR's responsibility to clean the equipment to the OWNER's satisfaction, which may include removal and/or replacement of affected parts at the CONTRACTOR's expense.
- 4.4.6. Any equipment to be set on newly poured concrete shall not be placed until 75% of the **concrete's** compressive strength has been achieved or unless approved otherwise by OWNER.
- 4.4.7. The CONTRACTOR shall provide access for the OWNER, or OWNER designated representatives, at any time to all work areas (e.g. ladders, scaffolds, stabilized access roads, etc.).
- 4.4.8. The CONTRACTOR shall immediately notify the OWNER of any damage during installation of the piping systems or appurtenant components at either connection point.
- 4.4.9. The CONTRACTOR shall coordinate his work scope with OWNER.
- 4.4.10. All field run piping, identified as such on drawings, shall be approved by OWNER prior to installation.
- 4.4.11. CONTRACTOR shall provide, install and remove all consumable materials as required to accomplish the work (shoring, form work, 2-part epoxy pipe coating materials, weld rod, etc.).
- 4.4.12. Where it is necessary for heavy equipment to cross paved roads or drives, the CONTRACTOR shall install rubber mats, wood planking, and/or other acceptable pavement protection on the existing surface prior to crossing. The CONTRACTOR will be responsible for any road or drive surface and subsurface damages resulting from these operations. Furthermore, all such damages shall be repaired or restored by CONTRACTOR subject to the acceptance of the governing state or local highway authorities. Such activities shall be conducted in a safe manner both to prevent damage to roadway, site facilities, equipment, and to protect human safety.
- 4.4.13. CONTRACTOR shall repair any and all damages, at his own expense, resulting from exercise of rights to ingress and egress on ROWs. Construction shall take place on approved ROW(s) in accordance with the drawings and all OWNER specifications. Damage to off ROW areas shall be reported immediately to the OWNER Representative and shall be the CONTRACTOR's responsibility to repair. CONTRACTOR shall not enter onto any ROW areas until notified by OWNER that "Authorization to Enter" is granted.
- 4.4.14. CONTRACTOR shall be responsible for the security of his tools, equipment, and all material.
- 4.4.15. CONTRACTOR shall be aware of overhead clearances. Mark goal posts and utilize trained spotters when working under utility lines or structures. Failure to recognize clearances may endanger personnel and equipment and may result in additional charges to the CONTRACTOR.
- 4.4.16. CONTRACTOR shall provide one fulltime Superintendent to oversee the construction, who is vested with full authority to represent the CONTRACTOR in performing the work. A foreman at each site, or pipe installation location, is to be given the responsibility of construction oversight if at any time the Superintendent is away from the site. This foreman is to have the same authority as the Superintendent. Full coordination with other contractors on site and the OWNER representative is required. CONTRACTOR will be required to have telephone service, either landline or cellular (at CONTRACTOR's discretion), at each job site. CONTRACTOR will also have high-speed internet services with minimum 25 Mbps download speed.
- 4.4.17. CONTRACTOR shall give due consideration to the interest of property owners and the general public wherever involved and carry out the work in such a manner as to minimize inconveniences and disruptions. Report immediately to the OWNER Representative any inquiry, complaint or claim from the same. Any inquiries and complaints directed to the CONTRACTOR will be directed to OWNER's Project Manager.
- 4.4.18. All existing utilities' dimensions are approximate and shall be field-verified by the CONTRACTOR prior to pipe installation.
- 4.4.19. CONTRACTOR shall be responsible (at his own expense) for any and all damage to existing utilities, facilities, culverts, fencing, curbs, roadways, guide rails, driveways, etc., that were crossed, damaged or disturbed during construction. All damages will be repaired to original condition or better.
- 4.4.20. All trench slopes shall be excavated to at least the angle of repose. Shoring or benching back to a stable side slope is required at all excavations greater than 5 feet in depth, or when examination of

the excavation indicates hazardous movement may be expected. All excavations shall be adequately protected and barricaded to ensure protection of the public and minimize the hazards to working personnel. All work is to be performed in accordance with the latest edition of OSHA 29 CFR 1926 SUBPART P.

- 4.4.21. CONTRACTOR shall purchase, haul, and, if necessary, stockpile all sand, gravel, and other aggregate products required to execute the work described in the contract documents. CONTRACTOR shall also procure and cause to be delivered to the location of installation, all asphalt and concrete materials required for the execution of the work outlined in the contract documents. All stockpiling shall be located at OWNER approved locations.
- 4.4.22. CONTRACTOR shall provide OWNER with a set of marked up "red-line" drawings of the pipeline showing dimensions from aboveground structures (e.g. fences, buildings) to all belowground facilities (e.g. piping, tubing, valves, conduit, tie-ins, etc.) installed by the CONTRACTOR or his subcontractor(s). Red-line drawings shall include location of piping and appurtenant facilities (e.g. test tubes, gauge points, SAV-A-Valves, test stations, anodes, etc.) installed. CONTRACTOR will maintain a working copy in field trailer, which will be updated daily per AVANGRID specifications.
- 4.4.23. To every extent possible, the Contractor shall remove all water from the ditch, bell holes, or other tie-in excavations prior to lowering-in and back filling.
- 4.4.24. CONTRACTOR shall utilize only mechanical caps on piping installed in the ditch for overnight and weekend protection from water intrusion. Night caps will only be approved for protection of the pipe at aboveground locations.
- 4.4.25. All pipe shall be directly supported off the bottom of the trench by sandbags. Sandbags shall be placed at points to provide stress-free support for the pipe subsequent to backfilling. Spacing intervals for sandbag supports shall be ten (10) feet or less. Supports comprised of material other than sandbags (e.g. urethane foam) are prohibited.
- 4.4.26. The Company requires that the Contractor meet all Federal (OSHA), State, local, and Company safety requirements. Excavations that which must remain open overnight will be appropriately marked and barricaded.

4.5. SITE AREA PREPARATION

- 4.5.1. CONTRACTOR shall be responsible for controlling all erosion and siltation within the ROW and shall implement the erosion control plan to prohibit the erosion of soil within the construction site on all disturbed areas compliant with the SWPPP.
- 4.5.2. CONTRACTOR shall remove all trees and vegetation as required to allow for site cut-and-fill operations. All vegetative spoils generated from the clearing and grubbing operations shall be disposed of off-site at approved location at the CONTRACTOR's expense. Should the CONTRACTOR elect to do so, vegetative spoils may be chipped onsite and utilized as mulch for erosion and sediment control measures as allowed by NYSDEC Regulations.
- 4.5.3. CONTRACTOR shall supply and install backfill to the elevations shown on the drawings. Backfill shall be placed as soon as possible after weld examinations are complete. Once dug, open excavations, trenches, bell holes etc., will be the responsibility of CONTRACTOR to maintain in a safe and acceptable condition for lowering in pipe as necessary. CONTRACTOR shall secure the excavated area at all times while executing the works adjacent to highways or pedestrian travel courses. At a minimum, trench security shall be maintained with the installation of 4-foot high orange construction safety fence; fencing shall extend around all open excavations. Work performed within the ROW will require the use of steel road plates or Jersey barrier protection.
- 4.5.4. CONTRACTOR shall perform final site and access road grading and surface restoration as soon as practical after the piping is installed.
- 4.5.5. All timber matting locations shall be reviewed by OWNER or its agents prior to placement in the field. Placement of matting prior to review will be at CONTRACTOR's expense. Matting shall be in suitable condition for the intended use and application of the matting. Matting for use in air bridging and critical support shall be of new or like-new condition. Matting to be observed to be in poor or degraded condition by OWNER or its agents shall be removed and replaced promptly by the CONTRACTOR at CONTRACTOR's expense.

- 4.5.6. Placement of all ROW stabilization features (timber matting, rock stabilization, access roads, erosion and sediment control, etc.) shall allow for surface water flow and prevent damming and retainage of surface water. If water flow is observed to be impacted by CONTRACTOR-placed stabilization feature, CONTRACTOR shall immediately adjust the feature as required, at CONTRACTOR's expense.
- 4.5.7. Matting maintenance is the responsibility of the CONTRACTOR, including, but not limited to: fabric, cleaning, brushing, and lifting to create air bridging by placement on runners for the conveyance of surface water.
- 4.5.8. Top soil stripping shall be minimized to extent required for CONTRACTOR means and methods.

4.6. PRESSURE TESTING

- 4.6.1. All pressure testing shall be in accordance with the specifications herein and applicable OWNER standards, and shall be performed in coordination with OWNER and New York State Public Service Commission (PSC) inspectors.
- 4.6.2. All pressure tests as required for mainline, tie-in fabrications, tapping equipment, etc. shall be coordinated with OWNER two (2) weeks in advance of planned activities.
- 4.6.3. The CONTRACTOR shall follow approved the pressure test plan(s) and shall complete pressure testing as required (Appendix G):

Vienna Road - Macedon Feeder Main Replacement: Maximum Allowable Operating Pressure (MAOP) = 120 PSIG. Min. Test Pressure 180 PSIG: Entire pipeline length

Test Medium: Air

- 4.6.4. CONTRACTOR to fill facilities to be pressure tested with the test medium (air/nitrogen) and perform test. The CONTRACTOR shall supply all testing media, fittings, gaskets, tubing, valves, caps, blind flanges, calibrated equipment, tools and gauges, etc. to satisfactorily complete the tests.
- 4.6.5. Testing medium (air/nitrogen) shall be clean and dry.
- 4.6.6. Line segments with the same MAOP and common valves can be tested together through the valves. Otherwise, the valves must be removed and the line tested against a blind flange.
- 4.6.7. Gauge pigging must be performed prior to pressure test(s) in accordance with AVANGRID standards and specifications.
- 4.6.8. A satisfactory pressure test is one that has held the required pressure for the time indicated. The test will not be completed until OWNER has witnessed and signed the recording charts. CONTRACTOR shall turn over all pressure test result information to OWNER.
- 4.6.9. After satisfactory completion of pressure test, CONTRACTOR shall remove the test medium from the facilities. The CONTRACTOR shall wire brush and foam pig piping to clean pipe to OWNERS satisfaction with a minimum of 10 wire brush pigs spaced evenly between 100 foam pig runs. Remaining pipe line shall be pigged IAW referenced standards and specifications.
- 4.6.10. CONTRACTOR will be required to submit a pressure test plan for approval prior to conducting testing. The plan is to include the following:
 - 4.6.10.1. Codes and standards,
 - 4.6.10.2. Safety and environmental considerations,
 - 4.6.10.3. Piping specifications,
 - 4.6.10.4. Test media, additives (if any), and conditioning equipment,
 - 4.6.10.5. Water source(s) and disposal (if applicable), and
 - 4.6.10.6. Test duration and acceptance criteria

4.7. ROW

- 4.7.1. The CONTRACTOR shall not enter upon, with personnel, material, or equipment, any lands or property outside the ROW limits shown on the contract drawings or any other property not under Contractual agreement by the Company. CONTRACTOR shall verify with the OWNER that all ROW contracts have been secured prior to start of any work and before entering such properties. Any

and all fines, penalties, and the like imposed on OWNER for CONTRACTOR's entry, use, etc. on lands not under Contract by OWNER shall be borne by the CONTRACTOR.

- 4.7.2. The CONTRACTOR shall provide access for the OWNER, or OWNER-designated representatives, at any time, to all work areas (e.g. ladders, scaffolds, access roads, etc.). All work areas shall be considered "SAFE" and conform to the requirements of the most recent version of OSHA's construction safety regulations.
- 4.7.3. The CONTRACTOR shall adhere to the requirements as outlined in the project design drawings, the project SWPPP, and this specification for protection and maintenance of the project ROW. The maintenance of the OWNER's relationship with the community during construction of the project is identified as a project goal in Section 2.2 PROJECT GOALS. As such, the CONTRACTOR shall not track site construction materials onto public roadways. However, if this does occur, any materials tracked onto the road shall be immediately cleared, removed, and returned to the site. During such occurrence, all traffic safety precautions shall be strictly implemented in accordance with the latest Manual of Uniform Traffic Control Devices (MUTCD) standards. CONTRACTOR shall clean road sections with use of mechanical broom street sweeper equipped with water tanks and sprayers adjacent to construction entrances daily, at a minimum, or as often as required to maintain a clean road surface. Dust control shall be maintained at all times during construction operations. Similar road cleaning operations shall be executed at any point along the alignment where construction vehicles are leaving and entering paved roadway sections from the construction ROW.
- 4.7.4. CONTRACTOR shall give due consideration to the interest of property owners and the general public wherever involved and carry out the work in such a manner as to cause them a minimum of inconvenience. Report immediately to the OWNER representative any inquiry, complaint or claim from the same. Any inquiries and complaints directed to the CONTRACTOR will be directed to the OWNER's project manager.
- 4.7.5. All construction is to take place on approved ROW(s). Under no circumstance shall the CONTRACTOR cross the ROW limits and/or property limits onto private property without consent from property owner and approval from OWNER and its agents.
- 4.7.6. CONTRACTOR shall follow the direction of the OWNER's environmental, agriculture, and SWPPP compliance inspector(s), and the requirements identified in Section 5.5 SITE AREA PREPARATION for the development and maintenance of the Project ROW.
- 4.7.7. CONTRACTOR shall be responsible for maintaining existing and establishing, as necessary, new site survey control monuments and all existing property line survey pins lost during construction.
- 4.7.8. The CONTRACTOR shall follow the guidelines outlined in the agricultural mitigation plan for all agricultural use lands. Subsoil ripping, stone removal, topsoil cover and subsoil shattering shall not occur after October 1 unless approved on a site-specific basis by the New York State Department of Agriculture & Markets, the PSC, and the OWNER.

5. MATERIALS

5.1. OWNER-SUPPLIED MATERIALS

5.1.1. The following items are OWNER-supplied:

- 5.1.1.1. All piping, fittings, and flanged for final pipe configuration (CONTRACTOR to supply frying pans and blind flanges)
- 5.1.1.2. Pipeline valves
- 5.1.1.3. Monolithic insulators
- 5.1.1.4. Stainless steel fittings
- 5.1.1.5. Bolts and studs/nuts
- 5.1.1.6. Gaskets
- 5.1.1.7. Tie-in fittings (as necessary)
- 5.1.1.8. Strainers
- 5.1.1.9. Regulators

5.1.2. The OWNER has procured the pipe for the mainline installation at the time of this bid. 12-inch pipe and fittings are stored at the following location: AVANGRID Special Projects laydown area, 96 West River Road, Scottsville, NY

- 5.2. Project Bill of Materials (Appendix B) displays materials broken out by township and LPM/Expansion.
- 5.3. CONTRACTOR shall be responsible for hauling all materials that are stored at, or that were delivered to, OWNER's service centers to the special projects laydown area.
- 5.4. CONTRACTOR shall provide OWNER a minimum of 48 hours' notice prior to pick up of materials from OWNER's pipe storage yard. OWNER or its agents will provide equipment and services to load heavy materials at OWNER's material storage yard. CONTRACTOR shall provide appropriate trucking and unloading equipment and services at project site laydown areas as appropriate.
- 5.5. CONTRACTOR shall load and transport all pipe and materials from any staging area that the CONTRACTOR may utilize to the job site.

5.6. CONTRACTOR ACCEPTANCE:

- 5.6.1. The CONTRACTOR shall sign a receipt acknowledging the quantity and condition of the material or equipment upon receipt. CONTRACTOR shall be responsible for the equipment and material from loss or damage of any nature until work is completed.
- 5.6.2. The CONTRACTOR shall properly offload, transport and stow received materials as per OWNER standards and specifications.
- 5.6.3. The CONTRACTOR shall inspect all materials for damages or defects before their acceptance.
- 5.6.4. The CONTRACTOR shall verify the type and quantities of all materials received.
 - 5.6.4.1. CONTRACTOR shall immediately notify OWNER, or its agents, upon discovery of any received material deficiencies in quantity, quality or other.
- 5.6.5. Lost, stolen, or damaged OWNER-supplied material and equipment, once in the CONTRACTOR's possession, shall be replaced by the OWNER at the CONTRACTOR's expense. OWNER will not be responsible for schedule delays or associated cost impacts arising from CONTRACTOR's loss or damage of OWNER-supplied material and equipment.

5.7. MATERIAL QUALITY

- 5.7.1. The CONTRACTOR shall verify the correspondence of the materials to material test reports or appurtenant paperwork. Such information shall be included on the red-line record drawing(s) to be provided to OWNER and outlined in Section 15 PROJECT RECORD DOCUMENTS.
- 5.7.2. The CONTRACTOR shall provide copies of all bill of ladings, packing slips, material test reports, manuals, etc., and all appurtenant paperwork supplied with received material(s) to the OWNER, or its agents.
- 5.7.3. When performing a cut on a certified material, the CONTRACTOR shall transfer the material heat number to all pieces associated with the cut prior to making the cut.
- 5.7.4. Material heat numbers shall be tracked and marked for inclusion in the final red-line drawing as outlined in Section 15 PROJECT RECORD DOCUMENTS.
NOTE: Unless expressly called out as OWNER-supplied in the specification or on the drawings, all other material shall be supplied by the CONTRACTOR.

6. PRE-CONSTRUCTION MEETING

- 6.1. The OWNER will coordinate a pre-construction meeting with the CONTRACTOR within ten (10) days of Contract Award, or on a date that is mutually agreeable with the OWNER and the successful CONTRACTOR. Such meeting shall be attended by the CONTRACTOR's project manager, superintendent, and safety and quality personnel. The purpose of this meeting is to review RFP specifications, construction approach, coordination requirements, and to answer any questions.

7. SPECIAL CONDITIONS

- 7.1. AVANGRID environmental compliance necessitates that excess contaminated soil, urban fill, and other objectionable materials determined to be non-hazardous require disposal at a NYSDEC Part 360-permitting landfill. Materials that meet the New York Codes, Rules and Regulations (NYCRR) Part 360 criteria as general fill (tested fill), and fill material not determined to be waste per the aforementioned criteria, may be used at third party sites at which an AVANGRID Transfer Agreement is in place. The exact quantity of materials that will need to be transported offsite is unknown at this point due to both unknown underground soil conditions and CONTRACTOR means and methods. The CONTRACTOR shall dispose of

excess excavated materials at an OWNER-approved location. All transportation and handling costs for the disposal of said material shall be included in the CONTRACTOR's pricing on the pricing template.

- 7.2.** In the event that excavated soils are found to be contaminated, such material shall be segregated, staged in close proximity to the area of discovery, and placed on top of and covered with 6-millimeter polyethylene liner. CONTRACTOR shall immediately notify OWNER and its agents. Contamination includes visible or olfactory indications of impairment, including, but not limited to: the presence of urban fills; construction and demolition debris, and other objectionable/inert materials (e.g. concrete, asphalt, bricks, etc.); and/or indications of volatile organic compounds detectable with a photoionization detector. The COMPANY will sample the impacted soil to determine proper disposal. The CONTRACTOR will be responsible for hauling impacted materials to the COMPANY-approved disposal location, once the COMPANY provides authorization.
- 7.3.** CONTRACTOR shall remove all trees and vegetation as required to allow for site development and cut and fill operations. All vegetative spoils generated from the clearing and grubbing operations shall be disposed of offsite at a CONTRACTOR-supplied, OWNER-approved location, and at the CONTRACTOR's expense. Should the CONTRACTOR elect to do so, vegetative spoils may be chipped onsite and utilized as mulch for erosion and sediment control measures, as allowed by NYSDEC regulations and approved by OWNER and

its

agents.

Material Type	Screening Parameter	Allowable Management / Re-use of Material
Asphalt, concrete, and ripped bedrock	-	1. Disposed of at recycling facility.
		2. Reused in the excavation.
		3. Disposed and/or used as alternative daily cover at an AVANGRID approved landfill.
Fill material that ceases to be a waste based on a lack of historical impacts and past industrial uses	Clean soil, rock, gravel, sand, etc.; no evidence of C&D debris, objectionable/inert materials, no discernable odors or staining; PID readings below background.	1. Use at a third party site per the terms of the AVANGRID Transfer Agreement.
		2. Reused in the excavation.
		3. Disposed and/or used as alternative daily cover at an AVANGRID approved landfill.
General Fill (tested fill) as defined in NYCRR Part 360.13 Table 2 (free of C&D debris, objectionable/inert materials, and petroleum/solvent impacts)	No evidence of C&D debris, objectionable/inert materials; no discernable odors or staining; PID readings below background. Must meet Residential Use SCO & Protection of GW (Table 35-6.8(b)).	1. Use at a third party site per the terms of the AVANGRID Transfer Agreement.
		2. Reused in the excavation.
		3. Disposed and/or used as alternative daily cover at an AVANGRID approved landfill.
Soil and fill material containing C&D debris, inert materials, objectionable materials, and/or areas with known petroleum/solvent-related contamination based on the pre-characterization investigation.	Visible and/or olfactory indications of impairment; PID readings greater than background.	Disposed and/or used as alternative daily cover at an AVANGRID approved landfill.
Soil and fill material with physical contamination and/or petroleum/solvent-impacts that was not previously characterized during the pre-characterization investigation.	C&D debris, objectionable materials, and/or odors/staining.	Material will need to be stockpiled on and covered with poly sheeting and will be sampled for waste characterization per the disposal facility's requirements.

Table 1: Allowable Management Practices for each Material Type

- 7.4.** Prior to transferring fill materials to a third party site, the following site details will need to be provided by the CONTRACTOR for review and approval by the OWNER, and an AVANGRID Transfer Agreement will need to be executed. The area must not be on or adjacent to an environmentally sensitive area (e.g. wetlands).
- 7.4.1. Proper erosion and sediment controls must be utilized to ensure no authorized discharges occur, offsite and/or to environmentally sensitive areas.
- 7.4.2. The area must be accessible to project personnel for periodic inspections.
- 7.4.3. Proof of applicable permits must be submitted with the proposed site for review by AVANGRID environmental permitting.
- 7.4.4. Material from other projects shall not be mixed in or brought in for any purpose.
- 7.4.5. The project area must be clearly labeled with a sign and/or other boundaries to avoid confusion and mixing with material from other projects.
- 7.4.6. Excavated material consisting of anything other than soil, sand, gravel, and rock shall be segregated and placed in a separate pile so dissimilar materials are not comingled.
- 7.4.7. General fill material requires transport by Part 364 permitted vehicle(s).

7.4.8. The CONTRACTOR shall keep a log noting: where the material was excavated and/or generated; the date of excavation; estimated quantity (cubic yards, tons, etc.); the date transferred to the third party disposal site; and who transported the material.

7.5. All excavated materials requiring landfill disposal as per Table 1 (above) shall be transported at the CONTRACTOR's expense to an OWNER-approved landfill or disposal site. This shall include all costs associated with the labor, hauling, equipment and anything else required to load, transport, and unload excess spoils from the project site. Weigh tickets from a certified scale shall be provided to the OWNER or their representative to document the incurred quantities. Tipping/disposal fees from the approved landfill or disposal site shall be at the OWNER's expense.

7.6. ENVIRONMENTAL CONSIDERATIONS:

7.6.1. The CONTRACTOR shall adhere to all environmental requirements contained within this specification and within the contract documents.

7.6.2. The CONTRACTOR shall review each stream crossing prior to execution with the environmental monitor at least ten (10) days prior to planned execution in order to review stream condition, stabilization methods, water flow management, and other pertinent requirements to be applied to the crossing.

7.6.3. All stream crossings shall maintain flow at all times.

7.6.4. All stream crossings shall be restored within 24 hours once installation work has begun. If installation of a stream crossing is not completed within the allotted timeframe, CONTRACTOR shall cease installation activities and complete restoration prior to the 24 hour deadline or such activity will result in a violation as identified under Section 8.6.10.

7.6.5. All wetlands shall be immediately restored once installation activities are complete or such activity will result in a violation identified under Section 8.6.10.

7.6.6. Trench breakers shall be installed at the upstream and downstream boundaries of each wetland and stream crossing to mitigate subsurface water flow along the pipeline.

7.6.7. Restoration of an upland, residential or agricultural area shall be completed as soon as practical when environmental conditions are favorable. If CONTRACTOR does not begin restoration at locations identified by OWNER to be ready for restoration within 15 days, OWNER reserves the right to perform such restoration activities at CONTRACTOR's expense.

7.6.8. CONTRACTOR shall provide and install all materials required for temporary stabilization during construction, winter stabilization and final restoration as required by permits.

7.6.9. CONTRACTOR shall adhere to all conditions of the finalized SWPPP and any additional recommendations provided by the environmental monitor.

7.6.10. CONTRACTOR shall immediately resolve or provide a written plan to resolve any deficient environmental controls identified by the OWNER or their agent. Failure to comply with this requirement will result in a disincentive fee for non-compliance, the value of which will be determined by the OWNER. Value per occurrence shall not exceed \$10,000.

7.6.11. CONSTRUCTION MANAGER shall provide a required orientation of the OWNER's contractor environmental requirements and job-specific topics, which all CONTRACTOR employees and subcontractors must attend. CONTRACTOR shall submit the sign-off sheet signifying that the employees have attended and understand the orientation to the OWNER or its representative before proceeding with any work. Only those personnel who have attended and have agreed to the conditions contained within the OWNER's orientation will be allowed to work.

7.6.12. CONTRACTOR is responsible for trench dewatering efforts. This work may include the operation of pumps and/or the installation of: drilled wells, shallow well points, seepage pits, piping discharge points, etc. The CONTRACTOR shall be responsible for all costs associated with maintaining a trench dewatering system, if required. CONTRACTOR shall provide a dewatering plan identifying available equipment should high groundwater conditions be encountered during construction. This plan can be generic in nature, but shall at a minimum describe the means and methods that the CONTRACTOR plans to execute should the need arise.

7.6.13. CONTRACTOR shall follow all OWNER's environmental and SWPPP inspector recommendations for sediment control and management pertinent to dewatering activities.

7.7. TRENCHLESS INSTALLATIONS

- 7.7.1. The contract drawings and specifications provide feasible profiles for those portions of the project that involve trenchless installation methods (e.g. conventional bore). It is the CONTRACTOR's responsibility to compare the design plans with the provided geotechnical and environmental reports, equipment capabilities, and preferred means and methods.
- 7.7.2. CONTRACTOR is responsible for site preparation, stabilization, and maintenance of the work spaces required for all trenchless installations as identified in project contract drawings.
- 7.7.3. During Bidding:
- 7.7.3.1. CONTRACTOR shall provide pricing for trenchless installation components consistent with the design documents in this RFP; and
 - 7.7.3.2. CONTRACTOR shall provide detailed plans in addition to the base bid for any proposed alteration, modification, or alternate to any of the installation methods. When applicable, the Contractor shall provide a proposed scaled sketch of the change, highlighting all of the details, connections, and calculations necessary for the OWNER's engineer to clearly understand, review, and comment.
- 7.7.4. Prior to Execution:
- 7.7.4.1. Within ten (10) days from the issuance of a purchase order, CONTRACTOR shall submit an execution plan with equipment list and personnel qualifications for review by OWNER at least (3) weeks prior to planned activity start date. Said plan shall comply with AVANGRID Specifications TM 5.32.20 and TM 5.32.40.
 - 7.7.4.2. Execution plan shall at a minimum identify the following:
 - 7.7.4.2.1. Means and methods to complete the work;
 - 7.7.4.2.2. Duration estimates for mobilization, pilot hole, back reaming, pull back, and demobilization;
 - 7.7.4.2.3. Equipment and material lists (e.g. drill model and size, rod diameter, etc.);
 - 7.7.4.2.4. Type of tracking system;
 - 7.7.4.2.5. CONTRACTOR's understanding of soil's unconfined strength; and
 - 7.7.4.2.6. Crew personnel
 - 7.7.4.3. For HDD installations (if applicable):
 - 7.7.4.3.1. Include inadvertent return contingency plan with specifics to the project and drill location.
 - 7.7.4.3.2. Indicate composition of drilling fluid. Any additives used to enhance the drilling fluid or additive-enhanced bentonite shall be environmentally safe and approved By the OWNER. All drilling mud or additives must be approved by the National Sanitation Foundation and the CONTRACTOR shall submit a Material Safety Data Sheet (MSDS) to the OWNER.
- 7.7.5. During Execution:
- 7.7.5.1. The CONTRACTOR shall notify the OWNER, in simplified written communications, of any deviation from the execution plan in accordance with Section 9.5 RECORDS.

8. PROJECT MANAGEMENT

8.1. DESCRIPTION

- 8.1.1. The CONTRACTOR will be responsible for conducting the project management, administration, and coordination inclusive of their work scope. OWNER's requirements for project management and project administration are listed herein, and supplements what is provided in the specifications and documents. Unless indicated otherwise, the CONTRACTOR shall include the costs for all tasks and activities associated with these clarifications within the unit prices identified in the base bid form.
- 8.1.2. The CONTRACTOR shall:

- 8.1.2.1. Comply with all requirements of: all federal, state and local agencies having jurisdiction over the project and its construction; foreign utility owners; and those of the OWNER or OWNER's inspector.
- 8.1.2.2. Make arrangements for: temporary electricity, heat, water, telephone, internet, sanitary facilities, first aid facilities, fire protection, and air conditioned meeting space with phone, fax and copier; and for storage of materials and supplies for the timely delivery to the job site.
- 8.1.2.3. Assist and cooperate with the OWNER as required in the review of such activities and items including, but not limited to: construction sequence, schedule and changes to project documents.
- 8.1.2.4. Attend weekly construction status meetings at jobsite trailer to address, at a minimum, any project issues, plan upcoming activities, and track progress.
- 8.1.2.5. Attend daily work meetings at jobsite trailer to review the prior day's accomplishments and the current day's planned activities with OWNER and its agents.
- 8.1.2.6. Maintain up-to-date progress records and record drawings, which shall be submitted to the OWNER at the completion of the work.
- 8.1.2.7. Maintain the project site in a neat and safe condition.
- 8.1.2.8. Not request any extra payment to the CONTRACTOR for any delays caused by lack of progress, defective workmanship, or rescheduling of work by other contractors, subcontractors, or equipment and material suppliers.
- 8.1.2.9. Coordinate the work of subcontractors, equipment, and material suppliers.
- 8.1.2.10. Sign and accept delivery of materials received and assume full responsibility for those materials.
- 8.1.2.11. Properly offload, transport and stow received materials.
- 8.1.2.12. Inspect all materials for damages or defects before their acceptance.
- 8.1.2.13. Verify the type and quantities of all materials received.
- 8.1.2.14. Verify the correspondence of the materials to material test reports or corresponding paperwork.
- 8.1.2.15. Provide copies of all bill of ladings, packing slips, material test reports, manuals, etc., and all appurtenant paperwork supplied with received material(s) to the OWNER or its agents.
- 8.1.2.16. Verify all field dimensions and existing features, and coordinate with subcontractors and material suppliers.
- 8.1.2.17. Immediately notify OWNER or its agents, the discovery of any received material deficiencies of any nature (quantity, quality, or other).
- 8.1.2.18. Coordinate all work under this contract, with related work under other contracts and with the OWNER.
- 8.1.2.19. A copy of all correspondence from the CONTRACTOR to the ENGINEER shall be provided to the OWNER.
- 8.1.2.20. Submit completed and signed inspection and test plans (ITP) for Welding and Coating (Appendix F) to the CONSTRUCTION MANAGER at the end of each day for acceptance. CONTRACTOR shall also maintain signed originals for submittal at end of project.

8.2. PROJECT QUALITY: The CONTRACTOR shall develop and submit a Quality Management Plan (QMP) in accordance with the specifications herein, and OWNER's quality policy, for review and comment three (3) weeks prior to the start of any performed work.

- 8.2.1. The CONTRACTOR shall write the QMP to specifically detail and identify what aspects, materials, work, etc. of the project require quality assurances, how quality will be defined, verified, and measure, what quality measures that need to be met, who will be responsible to conduct the quality assurance, the frequency and timing of quality, the location of where the quality assurance is to be performed (shop or field), documents or submittals required as part of the plan, and any

other applicable terms. The QMP shall be written to include all testing, inspections, verifications, etc. that are required to be performed by the CONTRACTOR, OWNER, and/or third party.

- 8.2.2. The QMP shall be its own document and shall be submitted separately from all other plans.
- 8.2.3. The QMP does not alleviate the CONTRACTOR of the quality requirements, documents, etc. identified in these RFP requirements, project specifications, and the contract drawings.
- 8.2.4. The CONTRACTOR's QMP shall include any quality requirements necessary for their subcontractors and vendors to perform their work.
- 8.2.5. The QMP shall be amended or supplemented accordingly to accommodate revisions or additions necessary for the CONTRACTOR to perform all work.

8.3. CHANGE MANAGEMENT AND REQUEST FOR INFORMATION

- 8.3.1. The CONTRACTOR shall notify the OWNER, in writing, of any clarification or deviation from the scopes of work detailed in this RFP, the specifications and standards referenced, the contract, etc. prior to the commencement of said works. This communication shall highlight the reason for such deviation(s).
- 8.3.2. Clarifications and/or deviations identified by the CONTRACTOR shall be reviewed with the OWNER, its agents, and the OWNER's engineer to provide clarity to the contract documents and/or determine the best way to proceed with the work.
- 8.3.3. The CONTRACTOR shall not be permitted to move forward with out-of-scope work without first receiving written approval of the OWNER or its agents. CONTRACTOR shall not move forward with any form of task execution without having a contract modifications agreement in place. All out-of-scope works performed prior to OWNER's agreement will be at CONTRACTOR's expense. CONTRACTOR will need to supply any schedule change and impacts for out-of-scope work.
- 8.3.4. Upon OWNER's agreement that a potential change in scope exists, the CONTRACTOR shall provide a field change notification (FCN). The FCN shall clearly identify: the deliverables that are part of the change, what quality measure(s) shall be employed, and any necessary revisions to the contract work plan(s), health and safety plan(s) and/or environmental management plan(s). When applicable, the CONTRACTOR shall provide a proposed scale sketch of the change, highlighting all the details, calculations and connections necessary for the OWNER's engineer to clearly understand, review and comment upon. Additionally, the FCN shall provide a detailed breakout of labor hours, quantity of materials, and identification of equipment type and time necessary to complete the work. The FCN shall also identify the number of work days needed and provide high-level details of how the project schedule may be impacted.
- 8.3.5. The CONTRACTOR shall utilize AVANGRID's FCN form to meet the criteria outlined in the contract documents.
- 8.3.6. The CONTRACTOR shall, in writing, notify the OWNER or its agents, by using AVANGRID's Request for Information form (RFI), that the CONTRACTOR requires clarification of contract drawings in order to proceed with their work. Requests for information shall clearly identify what the contract documents indicate, what potential information may be missing, and the information the CONTRACTOR requires in order to proceed with their work. When applicable, the CONTRACTOR shall provide a scaled sketch of the topic, highlighting all of the details, connections, and calculations necessary for the OWNER's engineer to clearly understand, review, and comment upon.
- 8.3.7. Any FCN and/or RFI forms other than those provided by AVANGRID will not be accepted. These specific forms contain unique identifiers. The CONTRACTOR must also use and provide a specific numbering scheme for tracking purposes.

8.4. INVOICING & PAYMENTS

- 8.4.1. The CONTRACTOR will use the following process for submitting verification of work complete, pre-payment applications, and invoicing:
 - 8.4.1.1. Upon contract award, OWNER and CONTRACTOR will develop and agree on a payment schedule for the project (detailed in Section 11.3.1, part of CONTRACTOR SUBMITTALS). This payment schedule will include lump sum, percent complete, and milestone payment options

- for each payment line item. The approved payment schedule will be signed by both OWNER and CONTRACTOR, and utilized for the duration of the job.
- 8.4.1.2. For each invoice on the payment plan, the CONTRACTOR will gather all documents and supporting information necessary to develop the pre-payment application (PPA). The PPA package shall include, at a minimum:
- 8.4.1.2.1. Unique identifier(s)
 - 8.4.1.2.2. Associated payment(s) from payment schedule
 - 8.4.1.2.3. Documents (or drawings) verifying specific works as complete
 - 8.4.1.2.4. Breakdown of the invoice for each of the base scope items
 - 8.4.1.2.5. Other pertinent information as requested by the Owner
- 8.4.1.3. Five (5) days prior to the payment schedule date, the CONTRACTOR will submit to the OWNER, via email, the PPA package.
- 8.4.1.4. The OWNER will review the PPA package and return comments via email for revisions, modifications, and clarifications within three (3) business days of receipt of the PPA.
- 8.4.1.5. The CONTRACTOR will have two (2) business days to make corrections and resubmit the revised PPA to the OWNER via email for final review/approval.
- 8.4.1.6. If at any step in the process outlined above, the PPA package is deemed satisfactory by the OWNER, the CONTRACTOR will be directed to submit the invoice to AVANGRID Accounts Payable.
- 8.4.1.7. If corrections and revisions of the PPA are still necessary by the date on the Payment Schedule, the CONTRACTOR will be denied payment for the billing period.
- 8.4.1.8. If the CONTRACTOR submits payments to AVANGRID Accounts Payable prior to OWNER's written acceptance of the PPA; the CONTRACTOR will be denied payment for the billing period.
- 8.4.1.9. Denied PPAs shall be submitted in the subsequent billing period as defined in the payment schedule and restart the timed process for review/comment under a new email.
- 8.4.1.10. Inconsistent, incomplete, or inaccurate invoicing information will be rejected.
- 8.4.1.11. The CONTRACTOR's billing period shall be no more frequent than every two (2) weeks.
- 8.4.2. The CONTRACTOR will use the following process for submitting verification of approved out-of-scope work, work complete, and payment applications for work accepted as being out of scope:
- 8.4.2.1. At the next available billing cycle, the CONTRACTOR will gather all documents and supporting information necessary to develop the Change Order Application (COA). The COA package shall include, at a minimum:
- 8.4.2.1.1. Unique Identifier(s)
 - 8.4.2.1.2. Associated approved FCN(s) as required in Section 9.5 RECORDS
 - 8.4.2.1.3. Documents verifying specific works as complete
 - 8.4.2.1.4. Breakdown of the invoice for labor, material and equipment, and relationship to any applicable base bid items
 - 8.4.2.1.5. Other pertinent information as requested by the OWNER
 - 8.4.2.1.6. The CONTRACTOR shall submit via email, to the OWNER, the COA package on the last business day of each month.
- 8.4.2.2. The OWNER will review the COA package and return comments via email for revisions, modifications, and clarifications within five (5) business days of receipt of the COA.
- 8.4.3. Change Orders that are included in Section 2 of Base Bid Form will follow the below process:
- 8.4.3.1. If corrections and revisions of the COA are still necessary at any time, the CONTRACTOR will be denied payment for the COA package until resolution is achieved
 - 8.4.3.2. If at any step in the process outline above, the COA package is deemed satisfactory by the OWNER, the CONTRACTOR will be directed to submit the invoice to AVANGRID Accounts Payable.
- 8.4.4. Change orders that are not included in Section 2 of Base Bid Form will follow the process below:

- 8.4.4.1. If corrections and revisions of the COA are still necessary at any time, the CONTRACTOR will be denied payment for the COA package until resolution is achieved
- 8.4.4.2. If at any step in the process outline above, the COA package is deemed satisfactory by the OWNER, the COA will be added to a master change order log (managed by OWNER).
- 8.4.4.3. The master change order log will be maintained until the project can be deemed substantially complete by the OWNER.
- 8.4.4.4. Once the project is substantially complete, the CONTRACTOR will gather all supporting documentation and records for any outstanding balances and submit a final COA package for OWNER review.
- 8.4.4.5. Once all COAs are approved by the OWNER and there are no outstanding change orders, the OWNER will issue a final lump sum change order purchase order to the CONTRACTOR within 90 days.
- 8.4.5. Change orders submitted to the OWNER without corresponding approved FCNs will be denied payment.
- 8.4.6. If CONTRACTOR submits any payments to AVANGRID Accounts Payable prior to OWNER providing written acceptance of the payment package(s), payment will be denied for that billing period.
- 8.4.7. At the discretion of the OWNER, payments to the CONTRACTOR shall be subject to 10% retainage. Retainage shall be identified separately in the CONTRACTOR's invoice.
- 8.4.8. Inconsistent, incomplete, or inaccurate invoicing information will be rejected.

8.5. RECORDS

- 8.5.1. All documents, drawings, designs, specifications, calculations, and any other pertinent data developed by the CONTRACTOR shall become the intellectual property of the OWNER.
- 8.5.2. All document logs, book keeping, records, etc. applicable to the project shall be stored onsite for the duration of the project and shall be accessible to the OWNER upon request, either in electronic or hard copy format.
- 8.5.3. All submittals, document transfers, and related transactions shall be accompanied by a transmittal sheet that provides a listing of all attachments included.
- 8.5.4. All submittals shall adhere to specifications outlined in Section 11 SUBMITTALS of this specification.
- 8.5.5. Documents or data submitted that are found to be of poor quality and/or those that do not adhere to the appropriate OWNER practices and standards will be returned to the CONTRACTOR for correction and/or revisions.
- 8.5.6. CONTRACTOR shall establish and maintain a system of tracking project transmittals and transferences. This shall be accessible to the OWNER upon request, and be included in applicable meetings and discussions.
- 8.5.7. Costs associated with the time, correspondence, document reproduction and mailings, and coordination, etc. necessary for the CONTRACTOR to perform their scope of work shall be included in the unit price bid.
- 8.5.8. CONTRACTOR shall maintain up-to-date progress records and record drawings, which shall be submitted to the OWNER at the completion of the work.
- 8.5.9. Fulfill requirements are outlined in Section 15 PROJECT RECORD DOCUMENTS of this specification.

8.6. OWNER'S REPRESENTATION AND CONSTRUCTION MANAGEMENT TEAM

- 8.6.1. The OWNER will be providing a Construction Management Team (CMT) under separate contract to perform project oversight on behalf of AVANGRID.
- 8.6.2. The CMT will act as the Owner's agent and representative, and responsibilities shall include confirmation that the CONTRACTOR is fabricating, installing, and completing project work in accordance with the contract documents. Their duties shall also include: checking quality, environmental compliance, and health and safety; verifying the quantity of work performed; and inspecting and examining welding and coatings

- 8.6.3. The CMT will also include environmental and agricultural monitoring and inspectors.
- 8.6.4. The work schedule for the CMT shall consist of ten (10) hour work days, six (6) days per week. The CONTRACTOR shall not proceed in the execution of installation work without a member of the CMT present and onsite, nor without prior consent of the OWNER. Any working hour costs incurred by the OWNER beyond those of CONTRACTOR means and methods shall be paid to the OWNER by the CONTRACTOR, to supplement the cost of OWNER's representation.

8.7. COORDINATION WITH OTHER ENTITIES

- 8.7.1. At various points throughout the course of work, the CONTRACTOR will be required to assist the CMT in their coordination with various outside parties including, but not limited to:
 - 8.7.1.1. NYSDEC - work associated with stream and wetland crossings; compliance with all relevant environmental regulations and SWPPP requirements
 - 8.7.1.2. NYSEG – pressure test coordination
 - 8.7.1.3. Village, town and/or country highway superintendents – coordinate work within road ROWs; obtain road crossing permits
 - 8.7.1.4. Local utilities (specifically, underground facilities adjacent to or crossing the project sites, and includes, but is not limited to, utilities along access roads, staging areas, and OWNER ROWs)
 - 8.7.1.5. Owners of communication lines (this includes both overhead and underground communications facilities for voice or data, e.g. buried fiber optics or overhead fiber or phone lines)
 - 8.7.1.6. State and/or local police, fire, and emergency response agencies – work adjacent to or crossing roadways
 - 8.7.1.7. Town supervisors, engineers, utilities, or other assignments
 - 8.7.1.8. Dig Safely New York
 - 8.7.1.9. NYSDOT – crossing under state roadways to ensure compliance with their expectations and conformance with the terms of the permit
- 8.7.2. CONTRACTOR agrees to cooperate with local public officials and civic groups in civic matters in the interest of maintaining good community relations. The OWNER will issue all public statements, press releases and similar publicity concerning the project, its progress, completion, and characteristics. CONTRACTOR shall not make, or assist anyone in making any such statements, releases, photographs, or publicity without prior written approval of the OWNER.
- 8.7.3. CONTRACTOR shall not erect any signs on jobsite, other than those required for safety purposes, without first submitting a descriptive written request to, and awaiting approval from, the OWNER.
- 8.7.4. CONTRACTOR shall incorporate necessary labor, equipment, and time to assist the OWNER in Pipeline Conditioning activities for a period of 2 weeks.

9. PERMITS

9.1. DESCRIPTION OF WORK

- 9.1.1. The OWNER has obtained permits from applicable regulatory bodies to build the PROJECT. The CONTRACTOR must adhere to all provisions of permits obtained by OWNER.

9.2. PERMITS OBTAINED BY THE OWNER

- 9.2.1. NYSDEC General SPDES Permit for Stormwater Discharges from Construction Activity
- 9.2.2. NYSDEC Article 24 Freshwater Wetlands Permit
- 9.2.3. United States Army Corps of Engineers work permit
- 9.2.4. NYSDOT permits for Rt. 88
- 9.2.5. Town and county highway permits for work within highway ROW

9.3. PERMITS AND APPROVAL TO BE OBTAINED BY THE CONTRACTOR

- 9.3.1. New York State Dig Safe Notifications
- 9.3.2. NYSDOT work permit(s)
- 9.3.3. All permits necessary for moving equipment to and around the project site

9.4. EXECUTION OF WORK

9.4.1. The CONTRACTOR shall adhere to all provisions of all permits obtained by OWNER

9.4.2. The permits incorporate the following plans which are provided as Appendix C:

9.4.2.1. Stormwater Pollution Prevention Plan (SWPPP): Instructions on access road construction, site maintenance and restoration, and minimizing impacts to wetlands and streams.

9.5. SPECIAL PROVISIONS

9.5.1. The CONTRACTOR shall provide the resources required to fully comply with all permit requirements of both OWNER- and CONTRACTOR-acquired permits.

9.6. IDENTIFIED NATURAL RESOURCES

9.6.1. The following resources have been identified in the permits. Special provisions have been established for working near or within these resources. The CONTRACTOR shall be responsible for adhering to all permit requirements associated with the identified natural resources.

10. SUBMITTALS

10.1. SPECIAL PROVISIONS

10.1.1. The terms and requirements of the contract documents apply to the entirety of this section.

10.2. PROCEDURE FOR SUBMITTALS

10.2.1. The CONTRACTOR will submit digital copies of any submittal to the OWNER. Submittals shall be accompanied by a formal transmittal coversheet.

10.2.2. Allow one (1) week, or five (5) office business days, minimum for review and approval by OWNER.

10.3. CONTRACTOR SUBMITTALS PRIOR TO COMMENCEMENT OF WORK

10.3.1. CONTRACTOR shall submit an acceptable breakdown of the contract lump sum price (directly proportional to the actual cost of materials furnished and services performed) consistent with the milestone dates provided by the OWNER and consistent with the contract construction schedule activities.

10.3.1.1. These requirements shall be satisfied prior to certification of the initial progress estimate for payment under the terms of the contract.

10.3.2. Submittal of technical information including, but not limited to, catalog cuts, manufacturer's installation instructions, and warranty data, shall be submitted to the OWNER and/or its engineer for review before installation. The following list indicates minimum submittal requirements, but the OWNER and/or its engineer may request additional data for materials, equipment and products used to perform the work described in this specification:

10.3.2.1. Proposed Detailed Construction Schedule in Microsoft Project, ".mpp" format;

10.3.2.2. Quality assurance and quality control plan; and

10.3.2.3. Site- and task-specific safety plan(s), including:

10.3.2.3.1. OSHA 10 training cards for all full time employees,

10.3.2.3.2. OSHA 30 training cards for Foreman or above employees, and

10.3.2.3.3. Identification of first aid- and CPR-trained employees on each crew.

10.3.2.4. Prior to the commencement of any trenchless pipeline installation activities, CONTRACTOR shall submit an execution plan with equipment list and personnel qualifications for review by OWNER at least three (3) weeks prior to planned activity start date. Said plan shall comply with NYSEG Specifications TM 5.32.20 and TM 5.32.40.

10.4. CONTRACTOR SUBMITTALS DURING PROGRESS OF WORK

10.4.1. Updated list of the following to the OWNER and its agents:

10.4.1.1. Key personnel for all phases of work (e.g. foreman, HSEQ manager, certified welders etc.);

10.4.1.2. Subcontractors;

10.4.1.3. Manufacturers and suppliers; and

10.4.1.4. Inspection, testing and technical consultants

- 10.4.1.4.1. The list shall be provided upon revision and shall include the work category, name, address, telephone number(s), and fax number, if applicable, for each company or person listed.
- 10.4.2. Weekly procurement/fabrication report describing the progress on each major component, which is to be supplied along with a percent complete amount and scheduled delivery date.
- 10.4.3. Weekly progress reports separating items by commodity categories and work areas accepted by the construction manager and signed by the CONTRACTOR's superintendent. The CONTRACTOR shall record the installed quantities in accordance with construction schedule activities. These weekly reports shall be submitted prior to the weekly job meeting for work accomplished during the preceding week. If that meeting is canceled, then it will be due on the day of the meeting at noon. Weekly reports shall also include a cumulative man-hour/manpower tally for the project.
- 10.4.4. Progress photos as necessary and as may be requested from time to time.
- 10.4.5. Changes to any work plan utilizing a FCN.
- 10.4.6. CWI/NDE inspection reports, as well as coating reports.
- 10.4.7. Material acceptance receipts for OWNER-supplied material.
- 10.4.8. Procedure to track/record project changes.

10.5. CONTRACTOR SUBMITTALS AT COMPLETION OF WORK

- 10.5.1. Two copies of all engineering drawings.
- 10.5.2. All fabrication drawings showing, at minimum, pipe and fitting attributes including: diameter, wall thickness and grade of material; weld locations and number corresponding to successful NDE test(s); and dimensioned locations of all components.
- 10.5.3. A set of red-line drawings. Drawings must be clearly labeled as "red-line" with the CONTRACTOR's name and date on each sheet. Attach photos to these showing any and all changes made via FCN.
- 10.5.4. Pressure test reports and associated documentation.

11. CONSTRUCTION SCHEDULE

11.1. DESCRIPTION

- 11.1.1. Provide projected construction schedules for entire work. Provide updated schedules on a weekly basis showing status of all activities as of the date of submittal.
- 11.1.2. Provide a two-week look-ahead schedule with the submittal of each weekly schedule. If behind schedule, then a plan to recover will be required.

11.2. SUBMITTALS

- 11.2.1. Submit a baseline schedule for approval within ten (10) business days of contract award.
- 11.2.2. The OWNER will review schedules and return reviewed copy within ten (10) business days after receipt.
- 11.2.3. Each week during the project construction, the CONTRACTOR shall provide a two-week look-ahead schedule, along with the weekly updated schedules. This schedule shall include detailed information concerning the activities that the CONTRACTOR shall perform before the next week's submission, as well as the subsequent week's work.
- 11.2.4. If required, CONTRACTOR shall re-submit revised schedule within three (3) days after return of reviewed copy.
- 11.2.5. Submit periodically-updated schedules accurately depicting progress to first day of each two-week period.

11.3. DISTRIBUTION

- 11.3.1. CONTRACTOR shall distribute PDF copies of reviewed schedules to:
 - 11.3.1.1. OWNER;
 - 11.3.1.2. Job site file;
 - 11.3.1.3. Subcontractors; and

11.3.1.4. All other concerned parties as identified by the OWNER

11.3.2. Instruct recipients to immediately report any inability to comply, and any changes to work plans or schedule. Recipients shall also provide detailed explanations with suggested remedies which support or maintain scheduled events.

11.4. FORM OF SCHEDULES

11.4.1. The CONTRACTOR's schedule, when approved by the OWNER, will be incorporated into the master project schedule, which will be the controlling project schedule. All updated changes are to be prepared in a critical path method (CPM) schedule, detailing start and stop dates, significant tasks, outages, durations, milestones and precedents in Microsoft Project. The "Unique ID" column shall be utilized in all schedules.

11.4.2. All schedule submissions shall be in MS Project ".mpp" format.

11.5. CONTENT OF SCHEDULES

11.5.1. Provide complete sequence of construction with the following activities, at a minimum:

- 11.5.1.1. Welder Qualifications;
- 11.5.1.2. Operator Qualifications;
- 11.5.1.3. Coating applicator manufacturer training;
- 11.5.1.4. Drug & Alcohol testing program verification;
- 11.5.1.5. Background check program;
- 11.5.1.6. Mobilization;
- 11.5.1.7. Coordination issues and involved parties;
- 11.5.1.8. Establishment of marshalling and laydown areas;
- 11.5.1.9. Access road construction (non-pipe alignment);
- 11.5.1.10. Procurement and delivery dates of non-COMPANY-supplied materials and services;
- 11.5.1.11. Erosion control installations;
- 11.5.1.12. Off-site fabrication (if any);
- 11.5.1.13. Site clearing and grading;
- 11.5.1.14. Temporary access road construction (pipe alignment);
- 11.5.1.15. Belowground and aboveground piping installation (broken down by crew and by week);
- 11.5.1.16. Stream crossings;
- 11.5.1.17. Road crossings;
- 11.5.1.18. Restoration;
- 11.5.1.19. Pressure testing and cleaning;
- 11.5.1.20. Grading, seeding, removal of SWPPP measures; and
- 11.5.1.21. Start up and commissioning

11.5.2. Schedule shall have sufficient detail to outline the planned activities associated with each crew's efforts engaged in the work. This level of detail is required to ensure that the CONTRACTOR has planned the work in a fashion which meets the milestones outlined in Section 2.3.1, part of Section 2.3 PROJECT SCHEDULE.

11.5.3. CONTRACTOR shall plan for an adequate submittal review period for all submissions, consisting of a minimum five (5) day review period by OWNER or other involved agency.

11.5.4. Schedule shall show projected percentage of completion for each item of work as of first day of each weekly period.

11.5.5. Provide sub-schedules, if needed, to define critical portions of entire schedule:

- 11.5.5.1. Unplanned outage schedule
- 11.5.5.2. Special work plan

11.5.6. To the greatest extent practical, predecessors and successors will be applied to all tasks, in such a manner that the early start dates reflect the planned commencement for the execution of the tasks.

11.5.7. In order to maximize the value of the scheduling effort, the use of lags, constraints and other artificial means of timing tasks will be minimized. These linking conventions will be reviewed by the OWNER's scheduler for logic approval. Any links found to be arbitrary or incongruent with good scheduling practices will be removed and reflected in the approved schedule.

- 11.5.8. Provide OWNER and its engineer adequate time to perform all necessary inspections. The requirement of adequate time shall be determined by the OWNER's representative performing the inspections.
- 11.5.9. Provide adequate time to inspect all materials and allow for replacement time for damaged materials.
- 11.5.10. Provide all necessary resources and equipment to achieve project-specific milestone schedule requirements.

11.6. UPDATING

- 11.6.1. CONTRACTOR shall update construction schedule weekly, which shall show all changes having occurred since submission of the previous updated schedule.
- 11.6.2. Indicate progress of each activity, and show completion dates.
- 11.6.3. Include:
 - 11.6.3.1. Changes in scope,
 - 11.6.3.2. Activities modified since previous updating,
 - 11.6.3.3. Revised projections due to changes, and
 - 11.6.3.4. Other identifiable changes
- 11.6.4. Provide narrative report, including:
 - 11.6.4.1. Discussion of problem areas, including current and anticipated delay factors, and their impact(s);
 - 11.6.4.2. Corrective action taken, or proposed, and its effect(s);
 - 11.6.4.3. Effect of change in subcontractors' schedules; and
 - 11.6.4.4. Description of revisions:
 - 11.6.4.4.1. Effect(s) on schedule due to change of scope
 - 11.6.4.4.2. Revisions in duration of activities
 - 11.6.4.4.3. Any other changes which may affect schedule
- 11.6.5. This updated information shall be mutually agreed upon with the construction manager, no later than one (1) working day (excluding Saturday and Sunday) prior to the weekly construction coordination meeting.
- 11.6.6. If the contract completion dates, or any other schedule activity, are forecasted as being later than specified in the contract, the CONTRACTOR shall submit a recovery plan in which he details a plan for bringing the work back on schedule. This recovery plan shall be submitted no later than one (1) working date after the weekly coordination meeting, and shall indicate any increased manpower and equipment loading, use of premium time, and/or potential modification(s) to other activities.

12. TEMPORARY FACILITIES

12.1. TEMPORARY FACILITY LOCATION

- 12.1.1. The CONTRACTOR shall provide temporary facilities for the management of the project in a secured area at or near the project site.

12.2. PROJECT-SPECIFIC REQUIREMENTS

- 12.2.1. All buildings must be ADA compliant
- 12.2.2. The CONTRACTOR shall provide such temporary enclosures and facilities as the work may warrant at the site, unless noted. Facilities shall include, but may not be limited to:
 - 12.2.2.1. CONTRACTOR's air conditioned office and storage facilities to include a desk and suitable chairs for OWNER and/or its agents.
 - 12.2.2.2. Air conditioned meeting room, at the OWNER-provided laydown and staging area(s), for OWNER, and/or agents, to hold project meetings as required. Meeting room shall have capacity for a minimum of 15 persons and include appropriate seating and drawing lay-

down areas. A wall-mounted drawing board shall be provided on at least one wall of the room.

- 12.2.2.3. Meeting room shall have a functional conference phone that can be used for conference calls. The conference phone shall be available for OWNER use at any time throughout the project.
- 12.2.2.4. Meeting room shall have a functional copier and fax machine available for OWNER use at any time throughout the project. Toner, paper, and other consumable materials shall be kept in stock to avoid delay to project administrative activities.
- 12.2.2.5. Portable toilet facilities: Toilet(s) shall be cleaned and drained weekly and as required. Toilets shall be placed within sufficient range of working crews and personnel location to facilitate reasonable access at all times.
- 12.2.2.6. Enclosed and secure trailer storage for security and protection of sensitive equipment and materials from inclement weather. CONTRACTOR shall provide quantities based upon material requirements.
- 12.2.2.7. Shelter for crews, including sanitary facilities conforming to local codes and OSHA requirements.
- 12.2.2.8. Hard-wired high speed internet service, at a minimum 25 Mbps downloads speed at all times, available for use by OWNER, and/or its agents. If hard-wire internet service is unavailable, an alternative internet service provision plan shall be submitted to the OWNER for approval with details regarding equipment type, internet speed, data caps, etc.
- 12.2.2.9. Temporary light and power.
- 12.2.2.10. Fire protection.
- 12.2.2.11. Safety equipment and first aid facilities.
- 12.2.2.12. Construction warning, protection, and control devices for maintenance and safety of vehicular and pedestrian traffic.
- 12.2.2.13. Temporary fencing, gates, barriers, locks, and signage required to secure the work areas against vandalism and to prevent entry of unauthorized parties. Lighting systems shall comply with local code requirements and CONTRACTOR shall seek OWNER approval for such systems.
- 12.2.2.14. Dumpsters/trash containers at the project site for the following items:
 - 12.2.2.14.1. Paper/cardboard waste
 - 12.2.2.14.2. Metal scrap
 - 12.2.2.14.3. Trash/refuse waste material
- 12.2.2.15. All appropriate tags, locks, and keys for lock out and tag out procedures.
- 12.2.2.16. Potable water facilities with a minimum 2 day supply on hand at all times.
- 12.2.2.17. Kitchenette equipment and associated supplies including, but not limited to: coffee maker, microwave, fridge, consumables (coffee cups, paper towels, etc.), etc.
- 12.2.2.18. All equipment provided by CONTRACTOR for meeting and office space for use by OWNER and its agents shall be in clean, good, and working condition.
- 12.2.2.19. Facilities will be cleaned twice a week or as needed.
- 12.2.3. Coffee/lunch wagons will be permitted on the project site at OWNER's discretion.
- 12.2.4. The CONTRACTOR shall obtain and pay the costs of all permits and local approvals required for temporary facilities, and temporary relocation of any existing facilities required for the work and including temporary services (e.g. snow plowing).

12.3. TEMPORARY LAY DOWN AREAS

- 12.3.1. Laydown areas for material, tools, and equipment will be obtained by the OWNER.
 - 12.3.1.1. CONTRACTOR will use only OWNER-approved laydown areas
 - 12.3.1.2. CONTRACTOR will minimize storage of materials within project site areas

12.3.1.3. CONTRACTOR will be responsible for security of material and equipment stored at laydown areas

12.4. COMMUNICATIONS

12.4.1. CONTRACTOR shall be responsible for providing and paying for telephone service. Cellular phone service is an acceptable alternative to hard-wired telephone service.

12.4.2. CONTRACTOR shall be responsible for providing, and paying for, high speed internet service as required in Section 12.2.2.8.

12.5. TEMPORARY LIGHT AND POWER

12.5.1. CONTRACTOR Responsibilities:

12.5.1.1. Furnish, install and remove any temporary electrical power and lighting systems and pay for all necessary labor, materials and equipment. All such temporary electrical work shall meet the requirements of the National Electrical Code, the local utility company, and OSHA. All work shall be performed by a NYS-licensed electrician.

12.5.1.2. Make all necessary arrangements with the local utility company as to where the temporary electric service can be obtained.

12.5.1.3. Secure and pay for all required permits, certificates, notarizations, back charges for work performed by others, and other expenses incidental to the installation of the temporary electric service.

12.5.1.4. Provide a temporary service to the office and storage location as required to provide electric light and power.

12.5.1.5. Provide all necessary overhead pole lines, transformers, meters, cables, panel boards, switches and accessories required by the temporary light and power installation.

12.5.1.6. Remove temporary wiring, service equipment, and accessories thereto when directed by the OWNER and/or its agents.

12.5.1.7. Pay the costs of all energy consumed by CONTRACTOR and all of their subcontractors until final completion.

12.5.1.8. Furnish all lamps, both initial and replacement, used for the temporary lighting system.

12.5.1.9. Furnish and install:

12.5.1.9.1. Any temporary wiring of a special nature, other than that specified above, required for project work, and

12.5.1.9.2. Any temporary wiring of construction offices and buildings.

12.6. PRODUCTS

12.6.1. CONTRACTOR-provided facilities shall be of sufficient size and content for: the adequate administration of the contract, storage of materials required for installation, and provision for shelter of personnel.

12.6.2. Equipment required for personal safety of employees shall be furnished in full compliance with specific safety requirements of local, state, and federal agencies, including OSHA.

12.7. EXECUTION

12.7.1. Field office and storage trailers or buildings shall be located in OWNER-approved locations and properly set up for all potential weather conditions. These field offices shall be cleaned on a weekly basis at a minimum, and as required. Work trailer may be skirted with plywood and include a platform with an OSHA-compliant stair system with compliant hand rails at all entrances.

12.7.2. There shall be sanitary conveniences, in sufficient numbers, for the use of all persons employed on the work, including the OWNER. Facilities shall be properly screened from public observation, and maintained at suitable locations in accordance with state and local ordinances. They shall be cleaned on a regularly-scheduled basis, and as needed, but no less than once per week.

12.7.3. The CONTRACTOR shall provide sufficient drinking water for all their employees from approved sources. CONTRACTOR shall also obey and enforce other local sanitary regulations and orders, taking such precautions against infectious disease as may be deemed necessary.

- 12.7.4. The CONTRACTOR shall conduct their operations in such a manner, and with the use of proper equipment, that will provide maximum safety for employees and the traveling public.
- 12.7.5. The CONTRACTOR shall provide sufficient area for the parking of personnel vehicles and equipment such that traffic impedence shall be minimized and both public and private ways not be blocked. Parking locations must be approved by OWNER prior to their utilization. Any damage to CONTRACTOR-secured parking areas from leaking vehicles will be repaired at the CONTRACTOR's expense. CONTRACTOR-secured parking areas shall be cleaned following their intended use and restored to pre-construction conditions by the CONTRACTOR. The number and type of vehicles will be subject to the OWNER's approval. All on-site vehicles shall be covered by the CONTRACTOR's insurance.

13. MAINTENANCE OF TRAFFIC

13.1. DESCRIPTION

- 13.1.1. The CONTRACTOR shall be responsible for scheduling their work in such a manner that it shall be done in such ways as to provide safe passage at all times for public traffic and with a minimum of obstruction to traffic.
- 13.1.2. The CONTRACTOR shall install Maintenance and Protection of Traffic Control (MPTC) measures as required for execution of the work.

13.2. EXECUTION

- 13.2.1. The CONTRACTOR shall install MPTC measures as required for safe and necessary ingress and egress from each respective road, and commercial and/or residential driveways associated with the project.
- 13.2.2. CONTRACTOR shall notify the appropriate authorities and property owners at least thirty (30) days prior to work progressing in the vicinity of their facilities. Unless otherwise noted on the project drawings or as directed by the OWNER, the CONTRACTOR shall notify all county, town, and village highway departments at least thirty (30) days prior to the commencement of construction within limits of highways under their jurisdiction.
- 13.2.3. The CONTRACTOR shall maintain traffic during the working day, and shall provide all of the necessary warnings, signs, flags, and flagmen to accomplish this. Further, the CONTRACTOR shall leave the area in a satisfactory and safe condition at the end of each day.
- 13.2.4. CONTRACTOR shall provide and maintain traffic control as shown on the contract drawings, as required in project associated permits, and as needed in association with CONTRACTOR means and methods. This is to be done in accordance with NYSDOT Manual of Uniform Traffic Control Devices (MUTCD), NYSDOT standard specs section 619, and in coordination with the proper local authorities.

14. PROJECT RECORD DOCUMENTS

14.1. DESCRIPTION

- 14.1.1. Keep accurate record documents for all additions, substitution of material, variations in work, and any other revisions to the contract documents. The latest revisions to be made to any drawings shall be attached to or placed in front of the most recent previous revision. Revision changes will also be communicated to ALL necessary personnel, which the OWNER will decide.
- 14.1.2. Three (3) prints of each required drawing will be furnished to the CONTRACTOR. A digital version of the prints will also be provided to the CONTRACTOR for additional document reproduction needs.
- 14.1.3. Two (2) complete sets of design drawings shall be designated for red-line mark-up purposes to depict field changes for submission to the OWNER. These deviations from original details of construction do not change the intent of the design or necessitate engineering redesign, but do require approval by the OWNER. Changes shall be recorded on the red-line set of design drawings as they are instituted.
- 14.1.4. The OWNER reserves the right to reproduce and distribute any and all drawings or data it considers necessary for construction and/or related purposes received from the CONTRACTOR

throughout the duration of this contract despite any notice prohibiting the same appearing on the drawing or data.

14.2. MAINTENANCE OF DOCUMENTS

14.2.1. At minimum, the OWNER and its agents will maintain at job site one (1) copy each of:

- 14.2.1.1. Contract drawings,
- 14.2.1.2. Specifications,
- 14.2.1.3. Addenda,
- 14.2.1.4. Issued permits,
- 14.2.1.5. SWPPP and completed inspection reports,
- 14.2.1.6. Change orders,
- 14.2.1.7. Other modifications to contract,
- 14.2.1.8. FCN(s),
- 14.2.1.9. Engineering change notice,
- 14.2.1.10. Project schedules,
- 14.2.1.11. Contractor's daily progress or inspection reports,
- 14.2.1.12. Construction photographs,
- 14.2.1.13. Other documentation as required by agencies having jurisdiction,
- 14.2.1.14. Environmental Binder,
- 14.2.1.15. Health & Safety Binder, and
- 14.2.1.16. Quality Binder

14.2.2. CONTRACTOR shall assist and provide all pertinent records to OWNER and its agents to maintain accurate records as listed above at all times.

14.2.3. Store documents in a dry, safe place, apart from documents used for construction.

14.2.4. Do not use record documents for construction purposes.

14.2.5. Make documents available at all times for inspection by OWNER, and authorized representatives of federal and/or state agencies.

14.3. MARKING DEVICES

14.3.1. A light green pencil shall be used to indicate deletions whereas red shall be used to show additions and changes.

14.4. RECORDING

14.4.1. A designated individual from the CONTRACTOR's company shall be assigned the task of recording and tracking all changes and updates to drawings through a log, and will be responsible for compiling a complete and accurate account of all changes.

14.4.2. CONTRACTOR shall instruct their employees to notify said designated employee(s) of all changes that are discovered.

14.4.3. Label each document "PROJECT RECORD" in 2-inch-high printed letters.

14.4.4. Keep record documents current.

14.5. CONTRACT DRAWINGS

14.5.1. Legibly mark to record actual construction as applicable:

- 14.5.1.1. Field changes of dimension and detail,
- 14.5.1.2. Changes made by change order, FCN, or engineering change notice, and
- 14.5.1.3. Details not on original contract drawings

14.5.2. Specifications and Addenda sections shall be legibly marked up to include:

- 14.5.2.1. Manufacturer, trade name, catalog number, and supplier of each product and item of work;
- 14.5.2.2. Changes made by FCN or engineering change notice; and

14.5.2.3. Other items not originally specified.

14.6. CHANGES

- 14.6.1. All work shall be performed in accordance with the plans and specifications except as described herein.
- 14.6.2. A Design Change Notice (DCN) may be issued by the OWNER at any time, and shall form a part of the Contract, modifying or superseding the existing drawings or specifications. When the DCN constitutes a change in work scope, the CONTRACTOR shall notify the OWNER in writing within five (5) days of the receipt of the DCN, and prior to the start of affected work.
- 14.6.3. No out-of-scope work shall be completed by the CONTRACTOR without prior written approval by the OWNER. All extra or out-of-scope work completed by the CONTRACTOR without OWNER's approval shall be at CONTRACTOR's expense.
- 14.6.4. A Field Change Notice (FCN) shall be submitted by the CONTRACTOR to the OWNER for review and approval when field conditions, material changes, specifications, conflicts or unworkable design vary from those described in the drawings and specifications such that the work can no longer be performed as described. A FCN shall also be submitted for any work where the CONTRACTOR seeks to modify or omit work described in the drawings or specifications. Drawings and specifications will not be changed unless field conditions require it.

14.7. AUTHORIZATION

- 14.7.1. CONTRACTOR is not authorized to proceed with corrective actions indicated on DCNs or FCNs until all authorization blocks have been signed. Such signatures do not, however, authorize a change in the work scope, schedule, or compensation. When a DCN or FCN constitutes a change in work scope, CONTRACTOR shall provide OWNER with written notification detailing cost and schedule impacts, prior to start of effected work. OWNER will respond in writing to CONTRACTOR's request with either approval or denial of contract modifications. A revised purchase order will be issued if a change in contract price results.

14.8. CONSTRUCTION PHOTOGRAPHS

- 14.8.1. CONTRACTOR shall provide, when directed by OWNER or its engineer, or when otherwise specified herein, in a non-proprietary electronic format, either JPG or BMP. Sufficient information shall be included so as to identify the photograph's location, time, date and specific activity.

14.9. SUBMITTALS

- 14.9.1. The CONTRACTOR shall submit a procedure acceptable to the OWNER's engineer at the start of the project to record changes made to the drawings, specifications, and shop drawings.
- 14.9.2. At project completion, CONTRACTOR shall deliver record documents to OWNER. The CONTRACTOR shall provide one (1) complete set of these red-line drawings, fully marked-up, within one (1) week after acceptance of the work. One complete set of shop drawings, prepared using AutoCAD or Microstation, shall be submitted as part of the record documents.
- 14.9.3. A CONTRACTOR submittal, in duplicate, with transmittal letter to OWNER, containing:
 - 14.9.3.1. Date
 - 14.9.3.2. Project title and number
 - 14.9.3.3. CONTRACTOR's name and address
 - 14.9.3.4. Title and number of each record document
 - 14.9.3.5. Certification that each document is complete and accurate as submitted
 - 14.9.3.6. Signature of CONTRACTOR, or their authorized representative

15. SAFETY REQUIREMENTS

15.1. RELATED DOCUMENTS

- 15.1.1. The general provisions of the Contract, including general conditions, supplementary conditions (if any), and general requirements, apply to the work specified in this section.
- 15.1.2. Occupational Safety and Health Administration (OSHA) 1910.1200-8 "Hazard Communication Standard"

15.1.3. AVANGRID Safety Requirements

15.2. EXECUTION

15.2.1. The following requirements, at a minimum, shall be addressed in the CONTRACTOR's written accident prevention/safety program and are intended to supplement those presented in the supplier of choice agreement. In the event of conflicts between these requirements and those in the supplier of choice agreement, the more stringent shall apply:

15.2.1.1. The CONTRACTOR shall designate the individual or individuals responsible for: implementation of the accident prevention/safety program; the development of safety policy and procedures; orientation of new employees; job site inspection responsibilities; the conduct of CONTRACTOR's weekly safety meetings; and submission of necessary reports related to jobsite injuries and/or safety.

15.2.1.2. All employees of the CONTRACTOR that will be working on this project shall read the OWNERS's contractor safety requirements. The CONTRACTOR shall submit the sign-off sheet signifying that the employees have read and understand the OWNERS's contractor safety requirements before proceeding with any work. Only those personnel who have reviewed and agreed to the conditions contained within the OWNER's contractor safety requirements will be allowed to work.

15.2.1.3. After consulting with the OWNER, the CONTRACTOR shall insure that all equipment shall be operated in such a manner that safety clearances, as outlined within OWNER's contractor safety requirements and required by OSHA, are maintained. Safety matters must be coordinated through the OWNER.

15.2.1.4. All pertinent PPE, including hard hats, safety footwear, reflective safety vests and safety glasses, shall be worn by all personnel working on the project. The CONTRACTOR shall specify the availability of, and enforcement of, procedures for the use of protective devices such as foot protection, hearing protection, respirators, safety belts and lanyards, protective clothing, fire resistant blankets and /or barriers, and any other devices utilized for the protection of the individual employee's health and safety. All related safety equipment shall conform to all federal, state, and local safety standards, including OSHA and CFR.

15.2.1.5. The CONTRACTOR shall specify the availability on site and the type of instrumentation to be utilized to determine flammable gases, oxygen levels, noise levels, gas sampling, and such other instrumentation as may be required to ensure a safe working environment.

15.2.1.6. The CONTRACTOR's program shall cover, in addition to accident and injury prevention procedures, specific procedures for fire protection and prevention of damage to property as well as such other procedures, beyond statutory requirements, that may be necessary to conduct the work in a safe manner and provide maximum protection for the health and safety of all employees.

15.2.1.7. Safety includes, but is not limited to, the following: orientation of new hire employees; daily "tailboard" meetings; weekly safety meetings with employees (including a specific topic discussion); weekly reports as required; accident/injury reports; first aid for its employees; and one full time, competent individual designated as the CONTRACTOR's site safety representative. All employees and visitors must wear safety glasses, hard hats, safety shoes, reflective safety vests and all other appropriate safety gear as required from gate-to-gate.

15.3. SAFETY MEETINGS

15.3.1. Mandatory safety meetings shall be held with the CONTRACTOR and construction crew. The topic of these meetings shall be related to job safety, and shall be a forum for open questions and concerns from the personnel who are working on the construction site.

15.3.2. Meetings shall be conducted weekly and documented. Minutes showing the name of the person conducting the meeting, signatures of the attendees, and topics discussed shall be kept on file by the CONTRACTOR with copies submitted to the OWNER. Attendance at the weekly safety meetings is mandatory for all personnel onsite at the time of the meeting.

15.3.3. Daily safety tailboard meetings attended by all persons working on the project site shall be conducted to discuss the hazards associated with the work tasks for that day. These meetings shall be used to coordinate and plan the day's events. The tailboards shall be documented and signed off by all personnel. The CONTRACTOR shall keep all tailboard documents on file and submit copies to the OWNER. If a major change in the work occurs or an unexpected condition arises, a new tailboard shall be held and documented.

15.3.4. The CONTRACTOR shall coordinate with the OWNER to develop safety topics to be discussed at tailboard meetings that address both CONTRACTOR and COMPANY safety site issues and concerns.

15.4. REPORTING

15.4.1. CONTRACTOR and its subcontractors shall immediately report any injury to any of the CONTRACTOR's or subcontractor's employees to the OWNER. Additionally, an OSHA 300 form ("Supplemental Record of Occupational Injury and Illnesses") or equivalent form and an accident investigation report shall be provided to the OWNER in the event of an injury to a CONTRACTOR employee.

15.4.2. CONTRACTOR shall supply the last three (3) years' EMR along with documentation.

15.4.3. The CONTRACTOR shall submit a weekly safety report completed by their safety representative which shall be shared at weekly progress meetings. The report shall include a site inspection checklist and list any unsafe conditions found, along with the corrective measures taken. Also, the report shall include reports of injuries and a summary of what was discussed at the weekly site safety meeting and the signatures of those attending.

15.4.4. The CONTRACTOR shall submit a detailed site-specific safety plan to the owner, to be supplied at the pre-job meeting. The original shall be part of CONTRACTOR submittals, as specified in the appendices of this RFP, and shall meet all requirements of the contract documents. Construction activities shall not begin until the plan has been approved.

15.4.5. The CONTRACTOR shall specify compliance with OSHA regulations applicable to the work on this project. Where OWNER requirements and OSHA requirements differ, in any instance, the more stringent shall be followed by the CONTRACTOR.

15.5. MSDS DOCUMENTS

15.5.1. The CONTRACTOR shall provide the OWNER with a list of hazardous materials and chemicals and copies of the applicable Material Safety Data Sheets (MSDS) at least 48 hours prior to the delivery of such hazardous materials and chemicals to the site. This provision is in addition to, and shall not affect, the CONTRACTOR's responsibility for compliance with the OSHA Hazard Communication Standard. The MSDS documents shall be present at the site in case of emergency.

15.5.2. CONTRACTOR shall comply with the requirements of the OSHA Hazard Communication Standard (29 CFR parts 1910, 1926, and 1928) which includes, but is not limited to, a required written hazard communication program, employee training, employee protection, MSDS, and container labeling. CONTRACTOR shall be responsible for amending any work plans if the abovementioned OSHA standard is modified or replaced by subsequent regulations.

15.5.3. OWNER shall be responsible for the control, removal and disposal of coal tar pipe coating wrap on existing gas pipe to be used for tie-in purposes as part of this contract. The OWNER shall be responsible for coordinating and the completion of any tie-in activities to existing and energized below-grade steel gas mains.

15.5.4. Prior to commencement of the work, the construction manager will allow CONTRACTOR and their employees to review OWNER's MSDS and hazard communications program manual for OWNER's chemicals which the CONTRACTOR's employees may be exposed to while working at OWNER's work places covered under this contract.

15.5.5. CONTRACTOR agrees to remove all chemicals other than coal tar protective pipe coating waste which are not part of the completed work, and to dispose of all waste material resulting from the performance of the work in accordance with all applicable local, state and federal laws, rules, statutes, orders, permits, regulations and ordinances. Should CONTRACTOR not remove or dispose of such chemicals and/or waste material as required herein, the construction manager will dispose of the material in accordance with applicable state and federal laws and regulations. In all such

cases, CONTRACTOR will bear all costs of disposal it incurs, either by an invoice to CONTRACTOR or, at construction manager's option, by deducting such costs from payments due to the CONTRACTOR.

15.5.6. For chemicals which required personal protective equipment, the CONTRACTOR must notify the OWNER at least two (2) days in advance of the arrival of that chemical at the OWNER's workplace to enable the construction manager to notify OWNER's employees of potential hazards.

15.5.7. The telephone number of an authorized MSDS hotline shall be readily available and displayed at each landline telephone at the jobsite in case of emergency.

15.6. FIRST AID

15.6.1. CONTRACTOR shall provide first aid and CPR certification for every foreman on the project. At least one of these persons shall be on site during any and all work activities.

15.6.2. The CONTRACTOR shall provide transportation to health care facilities for his personnel, as required.

15.6.3. First aid kits shall be readily available at the job site. When at a remote location such as a structure site, a first aid kit shall be available in either an easily available vehicle or piece of heavy equipment. Each foreman's truck will contain a fire extinguisher and first aid kit, along with appropriate signage indicating location of same.

15.6.4. First aid kits shall be readily available, clearly marked and in plain sight at the trailer at the job site.

15.6.5. First aid kits shall contain an adequate number of supplies to treat most job site injuries and shall be in compliance with ANSI Z308.1 minimum requirements for Class B first aid kits. For specific requirements, refer to Table 2 below.

Class B ANSI Minimum Requirements		
Quantity	Item	Size
50	Adhesive Bandages	1"x3"
2	Adhesive Tape	2.5yd
25	Antibiotic Treatment Application	1/57oz
50	Antiseptic Applications	1/57oz
1	Breathing Barrier	
2	Burn Dressing, gel soaked	4"x4"
25	Burn Treatment	1/32oz
2	Cold Pack	
2	Eye Covering	
1	Eye Wash	4oz
1	First Aid Guide	
10	Hand Sanitizer	.9g
4	Pair Exam Gloves	
2	Roller Bandage	2"x4yds
1	Roller Bandage	3"x4yds
1	Scissors	
1	Splint	4"x24"
4	Sterile Pad	3"x3"
1	Tourniquet	
4	Trauma Pad	5"x9"
2	Triangular Bandage	40"x40"x56"

Table 2: Minimum Requirements for First Aid Kits, Class B

15.7. FIRE PROTECTION

15.7.1. The CONTRACTOR shall participate and cooperate in the project fire protection program as developed by the construction manager. The following items shall apply as the program minimum:

15.7.1.1. Portable dry chemical fire extinguishers shall be provided by the CONTRACTOR and shall be located so as to be immediately available during welding, cutting, or burning operations, including all heavy equipment and foreman's trucks at off-site locations. All extinguishers must be inspected monthly, and maintained in filled, operating condition.

- 15.7.1.2. Fire blankets or other noncombustible barriers shall be provided and used to prevent sparks or welding slag from falling below the elevation on which such work is being conducted.
- 15.7.2. Care shall be taken for storage of flammables and all combustibles, including lumber not in use. Cardboard, paper and similar materials shall be removed daily from construction areas. Long-term storage of materials and/or equipment packed in combustible containers will not be allowed within any structure under construction. Where necessary, to efficiently execute the various construction operations, a limited amount of material in combustible containers may be stored within structures under construction with the express written permission of the construction manager.

APPENDIX B

Agreement Sum and Payment Schedule

Payment Terms: NET 60

Contractor:		DDS UTILITES			
PID	DESCRIPTION	QTY	Units	Unit price	TOTAL PRICE
SECTION 1: ITEMS INCLUDED IN BID, TO BE COMPLETED AS SPECIFIED IN CONTRACT DOCUMENTS					
100	Project Start/Mobilization	1	Lump Sum		
110	Project Management Component included in Lump Sum	1	Lump Sum		
TIE-INS, TO BE PRICED AS LUMP SUM					
120	Tie-in Detail #1 on sheet 3/52 - Installation of 10"x12" Reducer, 10" 711 Coupling and 10" Mueller Bottom Out. This would include all labor and equipment to complete tie-in to Palmyra Regulator Station #420085	1	Lump Sum		
130	Tie-in Detail #2 on sheet 15/52 - Installation of 12"x6" Tee, 6"x4" Reducer, 4" 711 Coupling, Test Station Type A with tracer wire, 4" HDPE 45deg Ell and 4" HDPE Buried Valve. This would include all labor and equipment needed.	1	Lump Sum		
140	Tie-in Detail #3 on sheet 22/52 - Installation of 12"x2" No Blo Tee, 2" 711 Coupling and 2" HDPE to Dead End. This would include all labor and equipment needed.	1	Lump Sum		
150	Tie-in Detail #4 on sheet 27/52 - Installation of 12"x2" No Blo Tee, 2" 711 Coupling and 2" HDPE to Dead End. This would include all labor and equipment needed.	1	Lump Sum		
160	Tie-in Detail #5 on sheet 28/52 - Installation of 12"x6" Tee, 6"x4" Reducer on Tee, 4" 711 Coupling and 4" HDPE Valve. This would include all labor and equipment needed.	1	Lump Sum		
170	Tie-in Detail #6 on sheet 30/52 - Installation of 12"x6" Regulator Tee, 6" WxW valve, 6" 711 Coupling and 6" Mueller Bottom Out. This would include all labor and equipment to complete tie-in to Lincoln and Summit Regulator Station #420099	1	Lump Sum		
180	Tie-in Detail #7 on sheet 33/52 - Installation of 12"x8" Reducer Tee. On the 12" side - 12" WxW valve, 12" 711 Coupling, 8"x12" Reducer on 8" Ell under Bottom Out, Test Station Type B at Insulator and 8" Mueller Bottom Out. On the 8" side - 8" 711 Coupling and Test Station Type B at Insulator. This would include all labor and equipment.	1	Lump Sum		
190	Tie-in Detail #8 on sheet 35/52 - Installation of 4" 711 Coupling, 4" WxW Valve, 4" 90deg Ell, 4-WTS w/ 4-32# Anodes and 4" Bottom Out. This would include all labor and equipment needed to tie-in to Port Gibson Regulator Station #420032.	1	Lump Sum		
PIPE INSTALLATION - PRICED PER LF					
200	Install main Off Roadway of 12" Steel main with Trench (either meadow or agricultural). Includes soil segregation.	19000	LF		
210	Install main Off Roadway of 12" Steel main with Trench (residential). Includes ditchline topsoil stripping and soil segregation.	3350	LF		
220	Install main Off Roadway of 12" Steel main with Trench (Wooded). Includes soil segregation.	2700	LF		
230	Install main Off Roadway of 12" Steel main with Trench (Wetland). Includes ditchline topsoil stripping and soil segregation.	650	LF		
240	Install main Off Roadway of 12" Steel main - Open cut stream crossing. Includes soil segregation.	150	LF		
250	Install main Established Roadway of 12" Steel main with Trench - Road Shoulder	16200	LF		
260	Install main Established Roadway of 12" Steel main with Trench - Road (to include sand, compactable fill and temporary blacktop pavement restoration)	2300	LF		
270	Install main Established Roadway of 12" Steel main with Trench for Lincoln Road Segment - Road (to include sand, compactable fill, and temporary blacktop pavement restoration)	3075	LF		
280	Install main Established Roadway of 12" Steel main - Open cut road crossing	400	LF		
290	Install main Established Roadway of 12" Steel main - Bore road crossing	300	LF		
300	Excavate and install 4" plastic main in Off Roadway (100 ft min)	2000	LF		
310	Excavate and install 4" plastic main Established Roadway - Road Shoulder	800	LF		
320	Excavate and install 2" plastic main in Off Roadway	75	LF		
330	Directional drill for 2" or 4" plastic pipe	100	FT		
ANODE/TEST STATION INSTALLATIONS - PRICED EA					
340	Anode / Test Station Installation - Scattered - off roadway	9	EA		
350	Anode / Test Station Installation- Scattered - in roadway	6	EA		
MISC - PRICED AS INDICATED					
360	Furnish Rock Shielding	5000	LF		
370	Labor and equipment for installation of Rock Shielding	5000	LF		
380	1/2" Gas Service Tie-Over Short Side	0	N/A		
390	1/2" Gas Service Tie-Over Long Side	0	N/A		
400	12" Installation of Control Fitting – Spherical / Full Encirclement. Includes welding of control fitting to existing pipeline. If control fitting is used a connection point for a tie-in for an extension the installation of a pup piece is included. The fitting as part of a new main installation is tested along with the main installation. If the control fitting is not part of a main installation the fitting must be tested at time of installation and testing of the fitting should be included in the installation rate. Used as an adder to a cut dead price or tie in price where applicable.	1	EA		
410	As-Built Documents (Red-Line Drawings)	1	Lump Sum		
420	Labor and equipment for rock removal and hauling	500	yd ³		
430	Hauling of Pipe Component included in Lump Sum (Labor and Equipment)	1	Lump Sum		
440	Cathodic Protection Component included in Lump Sum (Labor, Materials, Equipment)	1	Lump Sum		
450	Caliper Pig Inspection Component included in Lump Sum	1	Lump Sum		
460	Conduct Final Air Testing of Pipelines included in Lump Sum	1	Lump Sum		
470	Commissioning	1	Lump Sum		
480	Demobilization included in Lump Sum	1	Lump Sum		
490	Balance of Bid Underspecified included in Lump Sum	1	Lump Sum		

EXECUTION PLAN	
Bidder	Contractor Remarks
Proposed Field Office Location	
Proposed Laydown Areas or Fabrication Yards	
Laydown Area	
Fabrication Yard	
Planned Number of Mainline Lay Crews	
Planned Lay Rate per Day (joints/day/crew)	
Number of Welders per Day per Crew	
Other Planned Crews	
Clearing Crew	
Road Crossings	
Stream Crossing	
Wetland Crossing	
Regulator Station	
Restoration	
Total Peak Manpower Loading for Project	
Planned Special Crews or Equipment	
Known or Planned Subcontractors	
Special Construction	
Trenching, Pipe Installation, and Backfilling Methods	
Stream/Major Culvert Crossing Methods	
Regulator Station Cut Dead, Fabrication, Install, Testing, and Tie-in approach	
Remarks:	

Contractors Estimated Quantities			
ROW Clearing/Development	Contractor QTY	UNITS	Contractor QTY
Clearing and Grubbing			
ROW in Agricultural			
Timber Mat Access Rd and work spaces			
Standard Timber Mat Dimensions			
One way Gravel Access Rd			
Two way Gravel Access Rd			
Stabilized Construction Entrances			
12-inch Pipe Installed			
New ROW/Open Trench			
BY HDD			
By Jack and Bore			
Valve Vaults			
Sectionalizing Valve/Blowdown Assembly			
Test Stations			
Points of Intersect (PI) required fittings >45°			
Points of Intersect (PI) required fittings <45°			
4-inch Pipe Installed			
New ROW/Open Trench			
BY HDD			
By Jack and Bore			
Valve Vaults			
Sectionalizing Valve/Blowdown Assembly			
Test Stations			
Points of Intersect (PI) required fittings >45°			
Points of Intersect (PI) required fittings <45°			
Underground Utility Crossings			
Gas, Electric, Storm, Sanitary, Fiber			
Air Bridge for Utility Crossings			
Misc. QTY's			
Sand Bedding (Provided by Contractor)			
Spoils (Disposed of offsite)			
Rock Removal			
Silt Fencing			
Straw Bale			
Sediment Logs			
De-Watering Structures			
Road Crossings (LF)			
Jack and Bore			
Open Cut			
Stream Crossing			
Dam and Pump Around			
Other			
ROW Restoration (SF)			
Final Grading			
ROW Topsoil/Seed			
Pavement Restoration (All section types)			
Testing (Whole Project Combined)			
Hydrostatic Pressure Testing Medium (all hydrostatic tests)			
Frac Tanks			
Regulator Station			
Concrete			
12" Welds			
16" Welds			
8" Welds			
Fillet Welds (Misc. Fitting)			
Tie-in Welds			
Control Tubing (3/8" stainless tubing)			
Electrical Conduit			
Equipment Cabinets installed			
Test Stations			
Bolted Connections			

*BID ITEM 440 - NO DESIGN PROVIDED FOR CATHODIC PROTECTION SYSTEM. ENTIRE SCOPE OF WORK EXCLUDED FROM THIS BID.

*QUANTITIES PROVIDED ARE ESTIMATED AND FOR REFERENCE ONLY

*MEANS AND METHODS FOR TRENCHLESS INSTALLATION AT THE DISCRETION OF DDS

*MEANS AND METHODS FOR TEMPORARY PAVEMENT (AS REQUIRED BY LOCAL MUNICIPALITY) AT THE DISCRETION OF DDS

*DDS RESERVES THE RIGHT TO INSTALL TRENCHLESS IN LIEU OF OPEN TRENCH. TO BE BILLED PER PROVIDED BID UNITS AS APPLICABLE

*BID ITEM PID #290 SHOWN AS 300LF. OUR TAKEOFFS SHOW THIS ITEM TO BE 690LF. EXCESS QUANTITY TO BE BILLED PER BID UNIT PRICE

*BID ITEM PID #330 SHOWN AS 100LF. OUR TAKEOFFS SHOW THIS ITEM TO BE 475LF. EXCESS QUANTITY TO BE BILLED PER BID UNIT PRICE

*RED-LINE AS BUILTS TO BE PROVIDED BY DDS. ALL GPS RECORD DRAWINGS PERFORMED BY OTHERS

*TOPSOIL STRIPPING AREAS TO BE AT THE DISCRETION OF DDS. IF AREA WILL NOT BE DISTURBED BY CONSTRUCTION, TOPSOIL WILL REMAIN IN PLACE

*WOOD CHIPS TO REMAIN IN PLACE IN R.O.W.

*NATIVE MATERIAL TO BE USED AS TRENCH BACKFILL WHERE APPLICABLE

*SCREENING BUCKET TO BE USED FOR BEDDING AT DISCRETION OF DDS

*HIGH ACRES ASSUMED TO BE LANDFILL. IF LANDFILL IS FURTHER AWAY PRICE TO BE REVISED

*TIPPING FEES FOR LANDFILL BY OTHERS

* ALL SOIL TESTING BY OTHERS

APPENDIX C

Contract Datasheet

Section	Item	Contract Data
	Contract Currency	US Dollars (USD)
	Warranty Period	Two (2) years
	Owner Permits	See Appendix I (Permits)
1.11	Site Access Date	TBD
1.15	Substantial Completion Date	TBD
1.4	Final Completion Date	TBD
	Project e-mail	David_Bovee@rge.com

APPENDIX D

Contractor's Key Personnel and Subcontractors

Potential Site Works Sub-Contractors:

Civil Design:

Civil Works:

Installation:

Other Considerations:

APPENDIX E

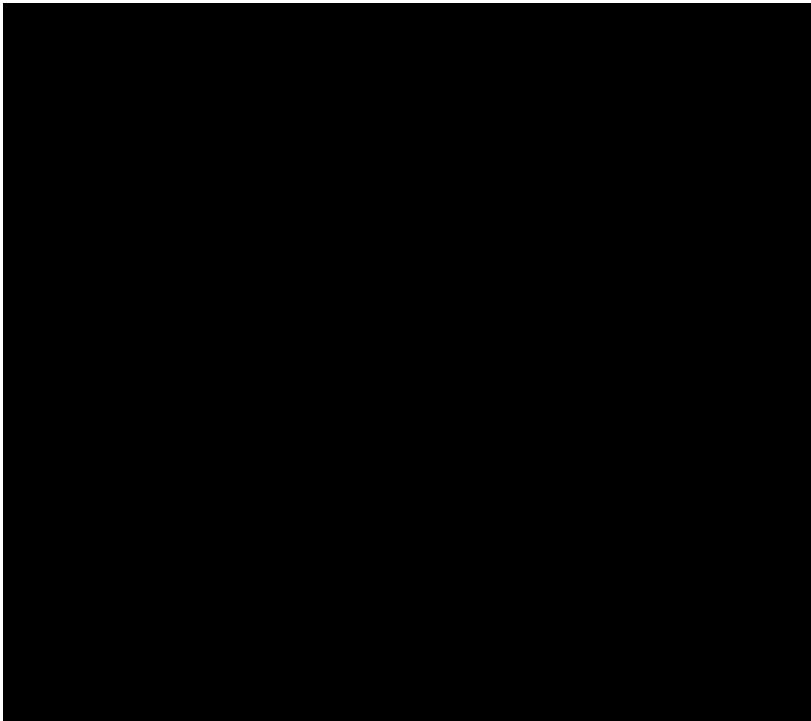
Notices

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

All communications to AVANGRID shall be directed to:

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

All communications to Supplier shall be directed to:



APPENDIX F

Form of Invoice

AIA Document G702/CMa™ – 1992

Application and Certificate for Payment Construction Manager-Adviser Edition

TO OWNER:	PROJECT:	APPLICATION NO:	Distribution to:
		PERIOD TO:	OWNER <input type="checkbox"/>
			CONSTRUCTION MANAGER <input type="checkbox"/>
FROM CONTRACTOR:	VIA CONSTRUCTION MANAGER:	CONTRACT DATE:	ARCHITECT <input type="checkbox"/>
		PROJECT NO.:	CONTRACTOR <input type="checkbox"/>
	VIA ARCHITECT:		FIELD <input type="checkbox"/>
			<input type="checkbox"/>

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ _____

2. Net change by Change Orders \$ _____

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ _____

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ _____

5. RETAINAGE:

a. % of Completed Work (Column D + E on G703) \$ _____

b. % of Stored Material (Column F on G703) \$ _____

Total Retainage (Lines 5a + 5b or Total of Column I of G703) \$ _____

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ _____

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates) \$ _____

8. CURRENT PAYMENT DUE \$ _____

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ _____

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payments/shown herein is now due.

CONTRACTOR: _____
 By: _____ Date: _____
 State of: _____
 County of: _____
 Subscribed and sworn to before me this _____ day of _____
 Notary Public
 My Commission expires: _____

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CONSTRUCTION MANAGER: _____
 By: _____ Date: _____

ARCHITECT: _____
 By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ _____	\$ _____
Total approved this Month	\$ _____	\$ _____
	TOTALS	\$ _____
NET CHANGES by Change Order	\$ _____	\$ _____

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AIA Document G703™ – 1992

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated in the nearest dollar.
 Use Column I on Contracts when variable retainage for line items may apply.

APPLICATION NO: _____
APPLICATION DATE: _____
PERIOD TO: _____
ARCHITECT'S PROJECT NO: _____

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS FULLY STORED (NET OF D OR F)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			E FROM PREVIOUS APPLICATION (D + E)	F THIS PERIOD				

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APPENDIX G

Change Order Pricing

1. General

Contractor’s requests for Change Orders and proposals submitted by Contractor in response to a request for a proposal from Owner or Program Manager, including components thereof that involve Subcontractors (including any and all other lower tier sub-Subcontractors) shall be priced in accordance with this Appendix G, Pricing of Changes, unless otherwise directed by Owner. Owner has the right to select which of the methods of pricing changes in this Appendix is to apply to each Change Order or prospective Change Order. The options are:

- fixed price lump sum
- fixed unit price
- time and material

2. Fixed Price Lump Sum

Proposals for work to be undertaken on a fixed price lump sum basis shall follow the requirements set out herein for changes undertaken on either unit price basis or time and material basis, or a combination of both (Contractor to select the method), except that quantities of time, work and materials, and applicable rates and prices shall be estimated or chosen by Contractor prior to execution of the work. As part of its proposal for each change, Contractor shall submit details similar to those required by Sections 3 and 4, of this Appendix, as applicable.

3. Fixed Unit Price

3.1 The following **Table of Unit Prices for Defined Scopes of Work** shall be used for determining the price of all Change Orders where the fixed unit price method is selected by Owner and the scope of the changed work is described in the Table.

The unit prices set forth in the **Table of Unit Prices for Defined Scopes of Work** include all direct and indirect costs to Contractor of furnishing and installing the item, including all associated engineering and design costs, maintenance, fuel, delivery and installation charges, premiums for shift or night work, Site and off-site time-related costs, transport costs, taxes, overhead and markups (including for Work performed by Subcontractors, any handling or other administrative charge or mark-up of Contractor), and profits. Unit prices are firm through Final Completion.

Table of Unit Prices for Defined Scopes of Work

	<i>To be Developed from RFP Proposal Form</i>	
--	---	--

3.2. Labor. If any change using unit prices, in whole or in part, involves labor not associated with work addressed in the **Table of Unit Prices for Defined Scopes of Work** in Section 3.1, the following hourly labor rates shall be used as the unit pricing of labor. Overtime and holiday rates apply only upon direction of Owner or Program Manager that the applicable work shall be undertaken at times that attract such rates. Holiday rates shall only apply to holidays for employees of the Contractor as demonstrated by submittal by Contractor of documentation acceptable to Program Manager and approved. Overtime and holiday

rates apply only to hours actually worked on the changed work. Unit prices are firm through Final Completion.

Table of Labor Rates for Changes Undertaken on Unit Price Basis Where Change Involves Labor Not Associated With Work Addressed in Unit Pricing for Defined Scopes Of Work.

<i>To be Developed from RFP Proposal Form</i>			
---	--	--	--

Any unit prices for labor not identified on the above Table shall be established consistent with the methodology used for pricing time and materials change orders in Section 4.

3.3. Equipment. If any change using unit prices, in whole or in part, involves equipment not associated with work addressed in the **Table of Unit Prices for Defined Scopes of Work** in Section 3.1, the equipment rates below shall be used as the unit pricing of equipment. Unit costs for labor associated with the operation of such equipment are not included in such equipment rates, and shall be determined in accordance with the table for labor in Section 3.2 above. Rates in the Table include for fuel and maintenance, including inspections and tests and ready-for-work start-up procedures. Standby rates shall be used only if Contractor mobilizes equipment to the Site pursuant to a Change Order, such equipment is maintained in operating condition, and Program Manager directs Contractor in writing not to use such equipment. Unit prices are firm through Final Completion.

<i>To be Developed from RFP Proposal Form</i>			
---	--	--	--

Any unit prices for equipment not identified on the above Table shall be established consistent with the methodology used for pricing time and materials change orders in Section 4 of this Appendix.

3.4. Materials. If any change using unit prices, in whole or in part, involves materials not associated with work addressed in the **Table of Unit Prices for Defined Scopes of Work** in Section 3.1, the Material costs shall reflect Contractor's net, verifiable, anticipated cost for the purchase of the material needed for the extra Work, including delivery charges.

4. Time and Material

Where the time and material price method is selected by Owner, Contractor shall perform such authorized extra Work for the sum of:

- (i) the actual cost of direct labor (working foremen, journeymen, apprentices, helpers) that undertook the extra work;
- (ii) the actual cost of labor burden associated with (i);
- (iii) the actual cost of material used in performing the extra Work;
- (iv) the computed cost or actual cost of rental of major equipment;
- (v) actual costs of additional general liability insurance and performance bond
- (vi) the Markup Percentage Fee applied to items (i), (ii), (iii) and (iv)

without any charge for administration and supervision including management, superintendents and general foremen, and the cost of or rental cost of small tools and minor equipment (defined as having a purchase price of less than \$1,000).

Owner and Contractor may agree in advance in a Change Order on a maximum price for Work priced on such basis, and Owner shall not be liable for amounts in excess of that maximum.

(i) Direct Labor

Labor costs included for self-performed work shall be based on the actual cost (excluding bonuses or other discretionary compensation) per hour paid by Contractor for those workers undertaking the extra Work.

(ii) Labor Burden

Allowable labor burden shall be defined as employer's net actual cost of payroll taxes (FICA, Medicare, SUTA, FUTA), net actual cost for employer's cost of union benefits (or other usual and customary fringe benefits (excluding bonuses or other discretionary compensation) if the employees are not union employees); and net actual cost to employer for worker's compensation insurance taking into consideration adjustments for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs and net cost reductions due to policies with deductibles for self-insured losses and assigned risk rebates. Contractor shall reduce its standard payroll tax percentages to properly reflect the effective cost reduction due to the estimated impact of the annual maximum wages subject to payroll taxes.

(iii) Materials

Material costs shall reflect Contractor's net actual, verifiable, cost for the purchase and delivery of the material needed for the extra Work and shall include for any discounts, preferential pricing and rebates available to Contractor.

(iv) Equipment

Contractor-owned or Subcontractor-owned. Allowable "bare" equipment rental rates shall be the monthly rate listed in the most current publication of The DataQuest Blue Book divided by 176 to arrive at a maximum hourly rate to be applied to the actual hours of equipment usage, to which shall be added operating costs needed to undertake the extra Work

Contractor-rented or Subcontractor-rented. Allowable costs are the appropriate, verifiable, market rental rates for rental of major equipment needed to undertake the extra Work.

(v) General Liability Insurance and Performance Bond

Time and materials computations shall account for Contractor's net increase in comprehensive general liability insurance costs and costs for performance bond furnished by Contractor to Owner as a result of the extra Work. No Markup Percentage Fee is to be applied to increases in such insurance costs or performance bond costs.

(vi) Markup Percentage Fee

For any Work performed directly by Contractor and/or any Subcontractor (regardless of tier), the maximum Markup Percentage Fee shall be a single markup percentage not-to-exceed five percent (5%) of the net direct cost (excluding taxes) of (i) direct labor; (ii) allowable labor burden costs; (iii)

the net cost of material; (iv) computed cost or actual rental cost of equipment including operating costs

and

for Work performed by lower tier contractors, the maximum, aggregate Markup Percentage Fee allowable to Contractor and/or Subcontractor(s) directly supervising the lower tier contractor's work shall not exceed three percent (3%) of the net cost (excluding taxes) of all approved Work performed by all Subcontractors combined. (For the avoidance of doubt, this is a single markup and not separate markups for Contractor and supervising Subcontractor.)

The Markup Percentage Fee compensates Contractor for all costs and expenses incurred by Contractor and Subcontractors of all tiers in undertaking the extra work other than the amounts and/or costs identified and directly accounted for in (i), (ii), (iii), and (iv) above and provides for Contractor's profit and Subcontractors' (of all tiers) profit. Such costs and expenses include but are not limited to:

- Site field overhead and time-related costs and expenses;
- Site office overhead and time-related costs and expenses;
- local or branch office overhead costs and expenses;
- home office overhead costs and expenses;
- cost and expenses including those for Change Orders of management, superintendents, general foremen, estimating, shop drawings, permits, engineering, submittals, coordinating with others, purchasing, expediting, legal, finance and accounting, management information systems, computers and software, consultants not identified as subcontractors, administrative functions;
- record keeping and verification methods for time and materials;
- insurances except as specifically permitted;
- transport costs for management, superintendents, general foremen or others;
- warranty expenses and costs;
- cost of payment and performance bonds furnished by subcontractors to Contractor;
- the cost for the use of small tools (tools and equipment (power or non-power) with an individual purchase cost of less than \$1,000)

Record keeping forms and verification methods for time and materials Work shall be subject to approval of the Program Manager.


If requested by Program Manager, Contractor shall provide, and shall cause each Subcontractor at any tier to provide, evidence of its labor costs and a breakdown of its labor burden costs or estimates.

5. Equipment

The aggregate equipment charges for any single piece of Contractor-owned or Subcontractor-owned equipment used in all Work under Change Orders priced on fixed unit price or time and material basis shall be limited to the fair market value of the piece of equipment when the first Change Order is priced using fixed unit price or time and material involving usage of that piece of equipment.

APPENDIX H

Change Order Request Form
(Sample)

		CHANGE ORDER REQUEST	
 <i>NYS Electric & Gas</i>		P.O. Number:	39990
		Contract Title:	Transmission Lines
		Contract No.:	CUN-MPRP-SS-0000
		COR No.:	00001
		COR Title:	Design COR
		Date: September 01, 2009	
From: Contractor		To:	
XYZ Contracting 123 Main St Annetown, MD 20601 Phone: (202) 555-9842		Central Appur Power Company 83 Edison Drive Augusta, ME 04315 Phone: (201) 224-4085	
Change Order Number: 00001		Reason Code:	
Description of Change:			
SUMMARY			
Item	Description of Work	BREAKDOWN OF WORK	
		Quantity	Units
0001	Labor Expense & Material		
			Unit Price
			Net Amount
			\$1,000.00
		TOTAL :	\$1,000.00

APPENDIX 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.

Responsibilities of any other permits that arise shall be mutually agreed upon by the project team in accordance with responsibilities of the Work.

3. Owner Permits

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), Permits listed in 3.1.

3.1 Listing of Permits

APPENDIX J

Insurance Requirements

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

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

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

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

1. **Required Insurance Coverage's and Minimum Amounts**

Each insurance policy shall be placed with an insurance company licensed to write insurance in the State where the Services are to be performed and shall have an A.M. Best's Rating of not less than "B+" and a policyholder surplus of at least \$25,000,000.

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

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

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

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

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

- 1.1 Workers' Compensation and Employers' Liability Insurance in accordance with the statutory requirements of the State of New York. For Services that are conducted outside of New York State, the minimum limit for Employers' Liability Insurance should be \$500,000 each accident, \$500,000 disease-policy limit, \$500,000 disease-each employee.
- 1.2 Automobile Liability insuring any auto, all owned autos, hired autos, and non-owned autos with a bodily injury and property damage combined single limit of \$5,000,000 per occurrence.
- 1.3 General Liability (Comprehensive or Commercial Form), including coverage for Premises/Operations, Underground/ Explosion & Collapse Hazard, Products/Completed Operations, Contractual Liability specifically insuring the attached Indemnity Agreement, Independent Contractors, Broad Form Property Damage, and Personal Injury, in the amount of \$5,000,000 per occurrence and \$5,000,000 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.

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

None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by Supplier or Subcontractors are intended to, nor shall they in any manner

limit or qualify the liabilities and obligations assumed by Supplier or Subcontractor under this agreement.

APPENDIX K-1

Lien and Waiver Release

**TO ACCOMPANY EACH INVOICE
[LETTERHEAD OF CONTRACTOR]**

DATE: [_____]

TO:

[INSERT ADDRESS]

1. Avangrid Service Company ("Company" or "Owner") and DDS Utilities ("Contractor") have entered into an Agreement, dated June 1st, 2020, (the "Agreement"), pursuant to which Contractor is to provide services in connection with (the "Project").
2. Section 8.2 of the Agreement provides, among other things, that, each invoice shall be accompanied by (i) the Contractor's 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 Section 8.2 in relation to Contractor's invoice no. [to be inserted] dated [to be inserted] (the "Invoice").

NOW THEREFOR:

1. Capitalized terms used and not defined herein shall have the meaning assigned to them in the Agreement.
2. Subject to payment by Company to Contractor of the sum of [_____], which sum represents the full amount due to Contractor under the Invoice less Retainage and less Punchlist 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 Company prior to the date of this Waiver and Release. Contractor hereby authorizes Company to file an amendment for any financing statement on file with respect to Company, 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 in connection with the Work or the Project under invoices issued prior to the Invoice have been paid by Company save in relation to Retainage and Punchlist Withholding, if any, which Contractor acknowledges that Company is withholding in accordance with Sections 3.9 and Section 4.4 of the Agreement and (b) [] under Invoices Nos. [], which are subject to dispute with Company.
- 3.2 Contractor has not directly or indirectly created any Contractor Lien relating to the Work, the Project, the Site or any part thereof or interest therein;
- 3.3 Contractor has promptly paid and discharged any Contractor Liens which, it suffered to be created by any Subcontractor, employee, laborer, mechanic, materialman or other supplier 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 other than Company 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 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.

(Signature of person taking acknowledgment)

(Title or rank)

(Serial number, if any)

APPENDIX K-2

FINAL FORM OF WAIVER AND RELEASE
[LETTERHEAD OF CONTRACTOR]

DATE: [_____]

TO: [INSERT ADDRESS]

WHEREAS:

1 New York State Electric & Gas Corporation (NYSEG) ("Company" or "Owner") and [_____] ("Contractor") have entered into an Agreement, dated as of [_____], (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 [number] 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 Company, the Work, or the Project. Contractor hereby authorizes Company to file a termination statement for any financing statement on file with respect to Company, the Work, or the Project if Contractor is the secured party of record with respect to such financing statement.

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

3.1 All amounts that were due and payable by Company 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 supplier 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 supplier of goods or services 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; 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 Company 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 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.

(Signature of person taking acknowledgment)

(Title or rank)

(Serial number, if any)

APPENDIX L

Certificate of Substantial Completion

Date: _____

To: [Insert Address]

Ref: Certificate of Substantial Completion – [Project Name & Number] Project (“Agreement”) by and between New York State Electric Gas & Corporation (NYSEG) (“Company” or “Owner”) and _____.

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) Substantial Completion of the Project was achieved on [date];
- (2) the Project is substantially complete in accordance with the Scope of Work, the Project Documents, and all required Governmental Authorizations and Permits, and is capable of commercial operation and safe operation for its intended purpose;
- (3) all Work required to be furnished by Contractor for the Project is substantially complete and all Equipment has been delivered to the Site and properly incorporated into the Project, except for Punchlist Items;
- (4) the Performance Tests and any other requirements necessary to demonstrate that the Project meets the Project Documents have been successfully completed and a certificate of the results, together with a copy of the reports of such test results have been provided to Owner;
- (5) the Punchlist Items, the schedule for competing the same and the estimated cost for completing the Punchlist, have been agreed to by Owner and Contractor;
- (8) 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

(9) the Project is capable of operation at expected operating levels in strict compliance with the terms of all operating Permits.

Executed on the day set forth in the first paragraph of this Certificate.

By: _____
Name: _____
Title: _____

CERTIFICATE ACCEPTED:

New York State Electric & Gas Corporation (NYSEG)

By: _____

Print Name

Title

APPENDIX M

Certificate of Final Completion

Date: _____

To: [Insert Address]

Ref: Certificate of Final Completion – [Project Name & Number] Project (“Agreement”) by and between New York State Electric & Gas Corporation (NYSEG) (“Company” or “Owner”) and _____ (“Contractor”)

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) Substantial Completion of the Project was achieved on [date], and all Punchlist Items were completed on [date];
- (2) Contractor’ has performed site clean-up and restoration;
- (3) Contractor 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);
- (4) Contractor has submitted to Owner and Owner has approved the final “as-built” drawings.
- (5) 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
- (6) 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.

Executed on the day set forth above.

By: _____
Name: _____
Title: _____

CERTIFICATE ACCEPTED:

NEW YORK STATE ELECTRIC & GAS CORPORATION

By: _____

Print Name

Title

APPENDIX N

Contractor Safety Requirements

Please see separate document

“SSOP-IUSA.020 Contractor Safety Requirements.pdf”



SSOP-IUSA.020
Contractor Safety Re

APPENDIX O

Contractor Background Policy

Please see separate document

“Contractor Background Check Rule - Avangrid Networks.pdf”



Contractor
Background Check Ru

List of Offers Received

