



CONSTRUCTION SERVICES AGREEMENT

For

Gas Construction Framework 3 YR

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This CONSTRUCTION SERVICES AGREEMENT (this "Agreement") is made this July day of 1st, 2020 (the "Effective Date") by and between **AVANGRID Service Company**, a Delaware corporation, with offices located at One City Center, 5th Floor, Portland, ME 04101 ("Owner" or "Company") and [REDACTED] ("Contractor" or "Supplier"). Owner and Contractor may be referred to individually as a "Party" and collectively as the "Parties" 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.

WITNESSETH:

WHEREAS, Owner is authorized to assist the utility operating company subsidiaries and affiliates of Owner identified in Schedule A, attached hereto and made a part hereof, in procuring certain construction services and related services that they require in the operations of their respective businesses, including the works and services described in Schedule B, attached hereto and made part hereof (the "Work or "Services"); and

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

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

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

ARTICLE 1 – ORDER OF PRECEDENCE AND DEFINITIONS

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

- The Purchase Order (exclusive of its pre-printed terms and conditions);
The Scope of Services document attached hereto as Schedule B, as it may be amended, modified or supplemented in the purchase order.
- This Agreement and the remaining appendices in the order listed.

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

- 1.2 “Affiliate” means with respect to a person or entity, any individual, corporation, partnership, firm, joint venture, association, Joint Stock Company, trust or other unincorporated organization, directly or indirectly controlling, controlled by, or under common control with, such person or entity. The term “control” shall mean the possession, directly or indirectly, of the power to direct the management or policies of a person or an entity. A voting interest of ten percent (10%) or more shall create a rebuttal presumption of control.
- 1.3 “Agreement Documents” means collectively the Agreement and Information for Bidders, the Bid Form, the terms and conditions and execution pages, the Construction RFP Phase I document, all addenda issued, the Bonds, the Schedules, the Drawings, as applicable. The Agreement and the Agreement Documents are also deemed to include those standards, codes, regulations or other documents referenced in the Agreement and Agreement Documents.
- 1.4 “Agreement Price” means the total amount payable by the Owner to the Contractor for the performance of the Work under this Agreement pursuant to Schedules B and D of this Agreement.
- 1.5 “Agreement Time” means the period of time allotted in Schedule for the Work as defined in Schedule B in this Agreement to achieve Final Completion. The Agreement Time shall end at the Final Completion Date.
- 1.6 “Business Day” – A calendar day other than Saturday, Sunday or a legal, public or bank holiday in the States of New York and Connecticut, Maine, New York and Commonwealth of Massachusetts.
- 1.7 “Drawings” means the drawings specified in the Agreement Documents , 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.
- 1.8 “Final Completion” has the meaning set forth in Schedule B.
- 1.9 “Installation and Testing Complete” has the meaning set forth in Schedule B.
- 1.10 “Punch List” means the minor defects or omissions identified by the Owner in determining that the Work is substantially completed at the time when Installation and Testing Complete has been achieved. Each Punch List item will be deemed by Owner as either “Critical” or “Non-Critical.” All Critical Punch List items must be completed prior to Substantial Completion. All Critical and Non-Critical Punch List items must be completed prior to Final Completion.

- 1.10A PID – Payment Identifiers define gas construction *work* tasks and *construction* methods that serve as a basis for progress *payments*.
- 1.11 “Schedule” has the meaning set forth in Article 7.7.
- 1.12 “Site” means the lands and improvements where the project is located and the Services are to be performed, which lands and improvements are described in Schedule B.
- 1.13 “Site Access Date” Not Applicable
- 1.14 “Specifications” means scope of work document(s), technical specifications, Drawings and performance requirements, as specified in Schedule B or as incorporated (by reference or otherwise) into this Agreement.
- 1.15 “Subcontractor” means the Contractor’s subcontractors, and such subcontractors’ subcontractors to include subcontractors of all tiers.
- 1.16 “Substantial Completion” has the meaning set forth in Schedule B.
- 1.17 “Substantial Completion Date” means the date set forth in the Notice To Proceed, which is the date by which Substantial Completion must be achieved.
- 1.18 “Warranty Period” has the meaning set forth in Article 4.11.
- 1.19 “Work” or “Services” or “Scope of Work” means the provision of all design and installation services, labor, tools, equipment and material required by the Contractor as defined in Schedule B per the Contractor’s defined financial and legal responsibilities in this Agreement.

ARTICLE 2 - OWNER

The term Owner means the Owner or an authorized representative of the Owner.2.1 Services Required of the Owner. [Unless otherwise specified, the Owner will establish base lines necessary for the location of the principal component parts of the Work together with a suitable number of benchmarks relating to the Work.

The Owner will obtain the land for the Work in fee or by permanent or temporary easements at its discretion. However, there is no assurance given that all of the easements or right-of-way will be secured for construction purposes as of the date of commencement of the Work and breaks in a continuous right-of-way may be expected to occur. In this event, the Contractor will be required to adjust the construction sequence. The Contractor is responsible for obtaining any necessary licenses for the performance of the Work and shall not be entitled to any adjustment to the Agreement Price or the Schedule to the extent the Contractor’s

failure to obtain any such licenses affects the construction sequence. The use of the Site for any purpose other than that specified in the Agreement Documents shall be subject to the approval in writing by the Owner. The Contractor shall familiarize itself with the instruments granting land and/or easements and shall comply with the terms and conditions thereof.

2.2 Owner's Right to Correct Deficiencies. Subject to the Contractor's warranty obligations set forth in 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 calendar days' written notice sell such materials or equipment at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor including compensation for additional architectural and/or engineering services. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate change order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

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

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

In the event of termination of this Agreement by the Owner because of Contractor's default or breach wherein Contractor has failed to correct or submit a plan to correct such default or breach within the period specified in 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 Price shall exceed the expense of finishing the Work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

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

2.4 Owner's Right to Suspend Work. The Owner may at any time suspend the Work or any part thereof, immediately and verbally for reasons of safety, or by giving reasonable notice to the Contractor in writing. The Work shall be resumed by the Contractor within ten (10) 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 pricing for Work performed under this Agreement except to the extent that knowledge of the amount of taxable portions of Contractor's invoicing is necessary.

ARTICLE 3 - CONTRACTOR

- 3.1 Review of Agreement. The Contractor shall carefully study and compare the provisions of this Agreement and shall at once report to the Owner any error, inconsistency or omission

Contractor may discover. The Contractor shall not be liable to the Owner for any damage resulting from any such errors, inconsistencies or omissions which are first reported to Owner and do not relate to any act or omission by Contractor or its employees, subcontractors or agents. The Contractor shall do no work that is not in accordance with the Drawings or Specifications, as such may be modified or amended in accordance with the terms of this Agreement.

3.2 Supervision. All Work shall be done under the direct supervision of the Contractor. The Contractor shall be responsible for construction means, methods, techniques, procedures, and safety, and for coordinating all portions of the Work under this Agreement.

3.3 Superintendent. When required by Owner, the Contractor shall employ a qualified superintendent and any necessary assistants, who are acceptable to the Owner, to be in attendance at the Site during the progress of the Work. The superintendent shall have full authority to act on behalf of the Contractor and all communications given to the superintendent shall be considered as given to the Contractor.

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

3.4 Subcontracts. The Contractor shall submit a list of those Work items which it plans to subcontract and the names of Subcontractors proposed for the Work. 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 Contractor shall cause any part of the work to be performed by a Subcontractor, the provisions of this Agreement shall apply to such Subcontractor and its officers, agents or employees in all aspects as if they were employees of Contractor, and Contractor shall not thereby be discharged from any of its obligations and liability hereunder, but shall be liable hereunder for all acts and omissions of the Subcontractors. Nothing shall create any contractual relationship between Owner and any Subcontractor or any Sub-Subcontractor.

The Contractor shall submit a list of those work items which it plans to subcontract and the names of Contractor's Subcontractors proposed for the work. The Owner shall promptly notify the Contractor in writing if, after due investigation, Owner has reasonable objection to any Subcontractor on such list and does not accept it. Failure of the Owner to make objection promptly shall constitute acceptance of such Subcontractor. Copies of all Subcontracts shall

be furnished to Owner. Contractor's Subcontractor may not be changed except at the request of or with the written approval of the Owner.

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

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

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

- 3.5 Emergencies. The Contractor shall perform any work and shall furnish and install any materials and equipment necessary during an emergency affecting the safety of persons and property. In all cases, Contractor shall notify the Owner of the emergency as soon as practicable, but shall not wait for instructions before proceeding to properly protect both life and property. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in this Agreement.
- 3.6 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.
- 3.7 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.
- 3.8 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.
- 3.9 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.

- 3.10 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.
- 3.11 Independent Contractor. Contractor is and shall always remain an independent Contractor in its performance of this Agreement. The provisions of this Agreement shall not be construed as authorizing or reserving to Owner any right to exercise any control or direction over the operations, activities, employees or agents of Contractor in connection with this Agreement. Neither party to this Agreement shall have any authority to employ any person as agent or employee for or on behalf of the other party to this Agreement for any purpose, and neither party to this Agreement, nor any person performing any duties or engaging in any work at the request of such party, shall be deemed to be an employee or agent of the other party to this Agreement.

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

ARTICLE 4 – SPECIFICATIONS AND QUALITY

- 4.1 Adequacy. Owner shall be responsible for the adequacy of the 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 construction supervisor, who shall promptly correct such inconsistencies or ambiguities in the Drawings or Specifications in writing. Any Work done after such discovery or after the Contractor should have reasonably made such discovery, unless authorized in writing by Owner, will be done at the Contractor's risk.
- 4.3 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.
- 4.4 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.

4.5 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.

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

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

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

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

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

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

- 4.7 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.
- 4.8 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.
- 4.9 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.

- 4.10 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.

- 4.11 Warranty & Quality. Contractor warrants that the Work shall conform to the Specifications as defined in Schedule B 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.

- 4.12 Contractor's Warranty Period shall be for a period of one (1) year from the Date of Substantial Completion. The warranty period for any corrected Work shall be extended for a period not to exceed 1 year beyond the original warranty period.

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

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

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

- 4.13 If requested by Owner, Contractor shall furnish evidence as to the type and quality of Work supplied.
- 4.14 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.
- 4.15 Following a written notice by Owner sent before the expiry of any warranties and guarantees under this Agreement, the Contractor shall be responsible for:
- a) the removal and replacement or modification of all Work which, in the opinion of Owner, is defective;
 - b) the restoration of all Work, and the work of others, which is disturbed or damaged in the course of removal and replacement or modification of the defective Work; and
 - c) all risks associated with:
 - i) the removal, including disposal and storage, of the defective Work; and

- ii) the replacement or modification of the unsatisfactory Work, whether performed by the Contractor or by or on behalf of Owner.
- 4.16 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.
- 4.17 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.
- 4.18 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 slowdown or stoppage nor refuse to report for work, unless such action is protected by any state or federal labor relations law. Notwithstanding the preceding sentence, Contractor shall retain the right to remove its employees from any situation it reasonably determines may pose an unreasonable health or safety risk. Except as set forth above, it shall be the obligation of the Contractor to supply a qualified work force. Owner may terminate this Agreement if Contractor fails to provide a qualified work force within 24 hours of Owner's notification to Contractor that a qualified work force has not been supplied.

ARTICLE 5 – INSURANCE

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

ARTICLE 6 - LEGAL RESPONSIBILITY AND SAFETY

6.1 Indemnification. Contractor will indemnify, defend at its expense and hold harmless the Owner and its Affiliates, directors, officers, employees, and agents (the "Indemnitee") from and against any and all claims, demands, suits, losses, costs, fees, damages or expenses it may suffer, or for which it may be held liable, whether including, without limitation, reasonable expenses and attorney's fees incurred in the connection therewith, by reason of (A) any patent, trademark, or copyright infringement claim, or any design, device, process or procedure used, installed or provided by the Contractor or its agents or subcontractors under this Agreement; (B) any work-related accident or injury affecting an employee, agent or subcontractor of the Contractor, arising in connection with work performed under this Agreement; (C) any claim by an agency or instrumentality of the federal, state or any local government, or by an employee, agent or subcontractor of the Contractor alleging that (i) the Indemnitee 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 Indemnitee 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 Indemnitee, including, without limitation, vacation, deferred compensation, medical, pension, 401(k) or any other benefit available to the Indemnitee's employees; and (iv) the Indemnitee is liable to any party, for any reason, due to the negligent performance of Services or omissions by an employee, agent or subcontractor of the 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 Indemnitee 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 permits and costs that Owner agrees in writing will be obtained and/or paid for by Owner, 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 Schedules to this Agreement. In the event of a delay in the issuance of any Owner permit identified in Schedule I, for causes not attributable to either of the parties, then Contractor shall be responsible for seeking an Extension Of Time in accordance with Article 7 of this Agreement.
- 6.4 Compliance with Laws. The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations 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 Price shall be adjusted by an amount equivalent to said increase.
- 6.5 Written Notice. Written notice shall be considered as duly served when delivered in person or sent by registered mail to the individual, member of the firm or officer of the corporation for whom it was intended, or to the last known business address.
- 6.6 Safety. See Schedule O (Contractors Safety Requirements) for Owner's Contractors Safety Requirements. Contractor is to follow these requirements at all times while performing work for Owner. All contractors and subcontractors must meet the requirements of the Drug and Alcohol testing in accordance with DOT 49 CFR Part 199 and provide the Company or its Vendor all required documentation and updates as required.

ARTICLE 7 - TIME

- 7.1 **Notice Of Award.** Prior to the commencement of the work (and thereafter delivered annually by Contractor on or before the anniversary date of commencement throughout the term of the Agreement), Contractor shall submit to Owner for review and approval the required Certificate Of Insurance ("COI") as specified in Schedule J, [the Performance and Payment Bonding documentation ("Bonding Documentation") within five calendar days of the date of the Notice Of Award issued by Owner to Contractor (and no later than each anniversary of such date during the term of this Agreement for each of the annual delivery requirements thereafter). Owner shall not unreasonably withhold approval of the COI and Bonding Documentation.
- 7.2 **Notice To Proceed.** Upon Owner's approval of Contractor's Documentation and any other deliverables specified by Owner for such Work, Owner shall issue to Contractor the Notice To Proceed.
- 7.3 **Progress and Completion.** It is expressly understood by the Contractor that TIME IS OF THE ESSENCE in the performance of the Work of this Agreement. The Contractor shall carry the Work forward expeditiously with adequate forces and shall complete it so that all of the milestone events are completed on or before the dates specified and in accordance with the Schedule as set forth in Article 7.7 of this Agreement.
- 7.4 **Site Access Date.** Contractor shall not enter or commence any portion of the Work on the Site until Owner notifies Contractor that all necessary clearances for the Work on Site have been obtained, which clearances should be granted on or before the Site Access Date specified in Schedule B. Owner shall promptly advise Contractor of any change in Site Access Date. Any material postponement of the Site Access Date will be deemed proper cause for equitable adjustment.
- 7.5 **Certificate of Substantial Completion.** After all of the requirements defined for Substantial Completion have been completed by the Contractor, as defined in Schedule B, a Certificate of Substantial Completion shall be submitted by the Contractor for execution by Owner and Contractor. The fully executed Certificate of Substantial Completion does not relieve the Contractor of its obligation to complete all the Work including all punch-list items as required to achieve Final Completion. It entitles the Owner to occupy the Work or designated portions thereof for the use for which it is specified. Title and risk of loss shall pass to Owner when Owner issues a Certificate of Substantial Completion or the Work is Energized, whichever comes first.
- 7.6 **Certificate of Final Completion.** After all of the requirements defined for Final Completion have been completed by the Contractor, as defined in Schedule B, a Certificate of Final Completion shall be submitted by the Contractor for execution by Owner and Contractor.

Upon the full execution of the Certificate of Final Completion, the Retention as defined in Article 8, shall be returned to the Contractor less any balances deemed reasonably necessary by Owner to complete any unfinished non-critical punch list tasks. Owner reserves the right to seek other additional remedies afforded to it for compensation necessary to complete the Non-Critical punch list tasks in accordance with the Agreement.

7.7 Schedule of Work

- 7.7.1 Contractor shall schedule the project(s), as defined in Schedule B, in accordance with the requirements of the Agreement. Owner's basis for rejection of any schedule document, including any changes in critical path method logic, durations, staffing or costs submitted pursuant to Article 7.7.4, shall generally be limited to a determination that the schedule document lacks logic, is unreasonable, is incomplete, may create unsafe working conditions or is inconsistent with any other Agreement requirement, such as a phasing plan, or with available Owner services or resources.
- 7.7.2 With respect to any submission by the Contractor, no review or acceptance by the Owner shall relieve the Contractor from its obligation to fully and properly complete the work, or any other duty, responsibility or liability imposed on it under this Agreement, including, but not limited to the obligation to complete the work within the time set forth above in Article 7.2.
- 7.7.3 Review and acceptance by Owner of Contractor's project schedule and updates is for conformance to the requirements of the Agreement only, and does not relieve the Contractor of any of its responsibility whatsoever for the accuracy or feasibility of the project schedule, or of the Contractor's ability to meet the Substantial Completion date for the project, nor does such review and acceptance expressly or impliedly warrant, acknowledge or admit the reasonableness of the logic, durations, staffing or costs of the Contractor's project schedule and updates, nor may it be deemed to constitute notice to the Owner as required by law, or by this Agreement.
- 7.7.4 Contractor shall submit to Owner for review and acceptance any changes in critical path method logic, staffing quantities, costs and/or durations in accordance with the requirements of the Agreement.
- 7.7.5 Neither the inclusion of changes into a schedule document (whether to the initial baseline schedule or any updates thereto) by the Contractor nor the acceptance or acquiescence in, by Owner, shall be construed as constituting extensions of time to the contract duration as set forth above in Article 7.2. Such changes are deemed to be for the purpose of keeping the schedule up-to-date in order to reflect the work to be accomplished and to include the best time estimate for work yet to be completed.

7.7.6 The schedule document must be submitted to Owner in proper form and in a timely manner, as required by the Agreement.

7.7.7 In the event that an updated schedule document is not timely submitted by the Contractor or is determined by Owner to be grossly inadequate, Owner may, in its own discretion and for its own internal use, update the schedule documents with its own forces or through a consultant/contractor and charge the Contractor the costs thereof, provided, however, that this shall not relieve the Contractor of its obligation to submit such update schedule document.

7.8 Excusable Delay

7.8.1 In the event that Contractor is actually and necessarily delayed in the progress of the work to the extent that the delay will extend the completion date as a result of: (i) the act, neglect or failure of the Owner, another Owner contractor, a utility or government entity (which act, neglect or failure occurs for reasons outside of the Contractor's role); or (ii) a force majeure event as described in Article 12.20 of this Agreement, Owner will extend the completion date (or intermediate milestone date in the case where provided for in the Agreement) provided that the following conditions are met:

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

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

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

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

7.8.2 A delay meeting all the conditions of Article 7.8.1 above shall be deemed an "Excusable Delay." Any other delay shall be deemed a non-excusable delay. A "Concurrent Delay" shall be the period of delay during which an Excusable Delay overlaps with a non-excusable delay.

7.9 Extension of Time

- 7.9.1 The request required under Article 7.8 above, shall be made within seven (7) calendar days after the time when Contractor knows or should reasonably have known any cause for which it may claim an extension of time and shall provide any actual or potential basis for an extension of time, identifying such cause and describing, to the satisfaction of Owner, the nature and expected duration of the delay and its effect on the completion of the work identified on the request. Contractor shall furnish additional information and documentation, including, but not limited to, a time impact analysis in the form of a Change Order as set forth in Article 9 (for Contract Time only for the purposes of considering the requested extension) within fourteen (14) calendar days after Contractor's initial request, unless otherwise agreed to in writing by the Owner. The Contractor must also comply with requirements set forth in the Agreement regarding Contractor's schedule document.
- 7.9.2 Contractor shall not be entitled to an extension of time unless the Contractor affirmatively demonstrates to the satisfaction of the Owner, that it is entitled to such extension.
- 7.9.3 Within thirty (30) calendar days of receipt of all such information and documentation, Owner shall advise Contractor of its decision on such requested extension; except that, where it is not reasonably practicable for Owner to render such decision in the thirty (30) calendar day period, it shall, prior to the expiration of such period, advise the Contractor that it will require additional time and the approximate date upon which it expects to render such decision. If the Parties reach agreement on the terms of Contractor's proposed extension of time, a Change Order shall be executed by the Parties. If the Parties are unable to reach agreement on the terms of the proposed extension of time, then the Parties shall follow the processes set forth in the Resolution of Disputes (Article 11) of this Agreement.
- 7.9.4 Contractor's failure to provide the written statements in the manner and time required by this Article 7 shall constitute a conclusive presumption that no time adjustment, or other relief, is claimed or warranted for the event or situation giving rise to the relief, and Contractor waives its rights to seek relief for any such event or situation.

7.10 Owner Rights

- 7.10.1 Owner reserves the right to rescind or shorten any time extension previously granted, if subsequently, the Owner determines that any information provided by Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for Excusable Delay. Notwithstanding the above, Owner will not rescind or shorten any

extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

7.10.2 In the event of an Excusable delay to the completion date, Owner reserves the right, at any time, to direct the Contractor to accelerate the performance of the work so as to eliminate or reduce the projected delay. Any revision to the projected Substantial Completion date that may result from such an acceleration directive shall become the new Substantial Completion date.

7.11 Extension of Time Not Cumulative

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

7.12 No Contractor's Damages for Delay

7.12.1 The Contractor agrees to make no claim for compensation or damages for delay of any kind in the performance of this Agreement on behalf of itself or its Subcontractors whether occasioned by any act or omission of the contracting party or the Owner or any of their representatives (whether it is an Excusable Delay or otherwise) and Contractor agrees that any such claim shall be compensated for solely by an extension of time to complete the performance of the work as provided in this Agreement. In this regard, Contractor alone hereby specifically assumes the risk of such delays, including without limitation: delays in processing or approving shop drawings, samples or other submittals; or the failure to render determinations, approvals, replies, inspections or tests of the work, in a timely manner. Additionally, Contractor shall not be entitled to compensation or damages for delay of any kind relating to the delay of an intermediate milestone date.

7.13 Certification of Submissions

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

7.13.1.1 The submission is made in good faith.

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

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

7.14 Duty to Proceed

7.14.1 No dispute between Contractor and Owner, including but not limited to those relating to entitlement or time associated with Contractor's proposed extension of time request, shall interfere with the progress of the work. Contractor shall have the duty to diligently proceed with the work in accordance with Owner's instructions despite any dispute. Contractor's sole recourse in the event of a dispute will be to pursue its rights under the Resolution of Disputes (Article 11) of this Agreement.

7.15 Burden of Proof

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

7.16 Commencement of Work.

(a) Notwithstanding anything to the contrary in this Agreement or in any Purchase Order or RFP issued hereunder, Owner makes no representation or warranty that Owner or any Affiliates will issue any Purchase Orders or RFPs concerning the Work, or any minimum dollar volume or amount of Purchase Orders or RFPs concerning the Work, during the term of this Agreement. Owner or the Affiliate(s) requesting Work may terminate a Purchase Order or RFP for such Work at any time upon written notice, without penalty, cost, fees or other obligation, prior to performance of the Work by Contractor and acceptance by Owner in accordance with the terms herein.

b) Contractor acknowledges and agrees that the issuance of an RFP, Purchase Order, or other document pursuant to this Section [] by Owner, or any Affiliate(s), shall not constitute an offer by Owner, or any Affiliate, to purchase Work, and that an enforceable agreement for Work shall result only when Owner or any Affiliate(s) authorizes a Purchase Order for such Work, processed in accordance with this Section [], and Work is performed under such Purchase Order by Contractor in accordance with this Agreement.

(c)(i) Except for any outstanding portion of the Work previously requested by Owner and agreed under a Purchase Order issued to Contractor under this Agreement, Owner and/or the Affiliate(s) reserve the right, in their sole and absolute discretion, to (x) issue one or more future requests for proposal, requests for information and/or other bid or solicitation processes concerning all or a portion of the Work under this Agreement with third parties or (y) enter into direct negotiations with third parties concerning all or a portion of the Work under this Agreement. In such instance, Owner and/or the Affiliate(s) may award all or a portion

of the Work (except for any portion of the Work previously requested by Owner and agreed under a Purchase Order issued to Contractor under this Agreement), to a third party and to correspondingly remove such Work from the scope of the Work under this Agreement at no cost or expense to Owner or its Affiliates and without requiring an amendment or modification to this Agreement.

ARTICLE 8 - PAYMENTS

- 8.1 **Agreement Price.** The Agreement Price as defined in Article 1.4 is as stated in Schedule D (Payment Terms). Any additional Work or changes to the Work shall be paid in accordance with Article 9 (Changes in the Work).

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

- 8.2 **Payments.** Upon completion of each project as part of the Work, or as otherwise agreed by the parties in writing, the Contractor shall submit to the Owner an itemized invoice showing the PIDs used to complete the Work, including materials received and stored on the job Site. Each invoice shall be accompanied by the Contractor's waiver and release in the form of Appendix K-1 or Appendix K-2 for final invoice.

Sixty (45) days after acceptance of the invoice, the Owner shall make payment to the Contractor of one hundred (100%) of the undisputed amount.

Payment may be withheld and may be paid directly to third parties in accordance with Article 8.3 if Contractor has failed to comply with its lien obligations under Article 8.5 herein.

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

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

- 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 Subcontractors 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.

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.

8.5 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 through the Warranty Period 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 as set forth in Schedule N and are reasonably acceptable to Owner by a surety company licensed to transact business in the states where the Work will be performed, including, as applicable, the State of New York, Maine, and/or Connecticut and/or the Commonwealth of Massachusetts and named on the current list of surety companies acceptable on federal bonds; (ii) shall be submitted to the Owner for approval as to form; (iii) shall name the Owner as obligee; and (d) shall be in an amount equal to at least one hundred percent (100%) of the Agreement Price (as the same may be adjusted from time to time pursuant to this Agreement). The Contractor shall deliver the executed, approved bonds to the Owner prior to the commencement of the Work as defined in Articles 7.1 and 7.2.

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 in the states where the Work will be performed, including, as applicable, the State of New York, Maine, and/or Connecticut and/or the Commonwealth of Massachusetts, or is removed from the list of surety companies accepted on federal bonds, the Contractor or Subcontractor shall immediately notify the Owner, and within five (5) days thereafter, substitute an acceptable bond (or bonds) in such form as may be reasonably acceptable to Owner. If a surety company is, in the reasonable opinion of Owner, insolvent, the Contractor or Subcontractor shall within five (5) days after notice from Owner to do so, substitute an acceptable bond (or bonds) in such form as may be reasonably acceptable to Owner. Such replacement surety company and bond shall meet the requirements set forth in this Article 8.5. No further payments from the Owner shall be deemed due and owing nor shall they be made until the replacement surety company has furnished an acceptable bond to the Owner.

ARTICLE 9 - CHANGES IN THE WORK

9.1. Owner's Right to Make Changes

9.1.1. Without invalidating this Agreement, Owner may by written order, at any time and from time-to-time, authorize and/or request changes in, additions to, or deletions in the work, including but not limited to those involving changes in, additions to, or deletions: (i) in the Agreement documents; (ii) in the method, manner, sequence and time of performance of the work; (iii) in Owner-furnished services or deliverables; or (iv) directing acceleration of the work. If Owner proposes making a change in the work,

Owner shall advise Contractor in writing and Contractor shall follow the processes set forth in Article 9.3 below.

- 9.1.2. No oral instruction, order or statement by Owner shall constitute a change under this Agreement. If Contractor believes that any oral instruction, order or statement by Owner may result in a change in the work or require an adjustment in the Agreement Price or the Agreement Time(s), Contractor shall request that the oral instruction, order or statement be given in writing and shall thereafter comply with the provisions of this Agreement.
- 9.1.3. Owner may request minor changes in the work that do not involve an adjustment in the Agreement Price or Contract Time(s), and do not materially or adversely affect the work. If the Contractor disputes that such order involves a minor change, Contractor shall notify Owner in accordance with the provisions of Article 9.5.
- 9.1.4. A Change Order signed by Owner and Contractor indicates an agreement between Owner and Contractor regarding scope of the change in the work, and the agreed adjustment to the Agreement Price, Agreement Time(s), or any other requirement of the Contract Documents. Unless specifically stated to the contrary in the Change Order, an executed Change Order shall constitute the final and complete compensation and satisfaction for all costs and schedule impacts related to: (i) the implementation of the changes that are subject of the Change Order; and (ii) the cumulative impact of effects resulting from such changes on all prior work and changes in the work to be performed as scheduled.
 - 9.1.4.1. The cost or credit to the Owner resulting from a mutually agreed to change in the Work shall be determined in one or more of the following ways:
 - 9.1.4.2. By mutual acceptance of a lump sum firm fixed price;
 - 9.1.4.3. By unit prices as stated in this Agreement or subsequently agreed upon;
or
 - 9.1.4.4. On a time and materials basis employing a fixed multiplier as stated in this Agreement.
- 9.1.5. 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 Price shall be equitably adjusted by change order made by either party in accordance with the provisions in this Article 9 of the Agreement.

9.3. Owner's Notice of Proposed Change Procedure

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

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

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

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

9.5. Contractor's Proposed Change Orders

9.5.1. If Contractor believes that it is entitled under the Agreement Documents to an adjustment to the Agreement Price, Agreement Time(s), or other relief due to any event or situation arising out of or related to the work (including but not limited to alleged Excusable

Delays, disputes over Owner's instructions or interpretation of the Agreement Documents), Contractor shall, within seven (7) calendar days after Contractor knows, or should have reasonably known, of such event or situation giving rise to the requested relief, submit to Owner a written notice labeled "Notice of Proposed Change Order." The Notice of Proposed Change Order shall describe the general nature of the event or situation and, if such Notice involves Excusable Delay, the probable duration thereof.

9.5.2. Contractor shall, within fourteen (14) calendar days after providing Owner with a Notice of Proposed Change Order, submit to Owner in writing a proposal that includes: (i) a description of the facts, circumstances and contractual basis for the relief sought, with sufficient specificity for Owner to assess the matter; (ii) the cost data supporting any proposed lump sum adjustments to the Agreement Price; and (iii) the scheduling information, including but not limited to a CPM-based Time Impact Analysis required under Provisions Relating to Time Section 4.1 to support any request for adjustment to the Agreement Time(s).

9.5.3. Within thirty (30) days of receipt of all such information and documentation, Owner shall advise Contractor of its decision on such requested Change Order; except that, where it is not reasonably practicable for Owner to render such decision in the thirty (30) day period, it shall, prior to the expiration of such period, advise the Contractor that it will require additional time and the approximate date upon which it expects to render such decision.

9.5.4. If Owner believes that Contractor's request is justified, in whole or in part, Owner shall advise Contractor and an appropriate Change Order shall be executed. If the Parties are unable to reach agreement on the terms of the proposed change, Owner shall have the right, in its sole discretion, to direct Contractor to proceed with the change by issuing a Directive Letter to Contractor in accordance with Article 9.6 below.

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

9.6. Directive Letters

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

9.7. Certification of Submissions

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

9.7.1.1. The submission is made in good faith.

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

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

9.8. False Claims

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

9.9. Duty to Proceed

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

9.10. No Request for Relief after Final Payment

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

9.11. Burden of Proof

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

9.12. Time and Materials Adjustments to the Agreement Price

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

9.12.2. Labor. The Cost of labor for design and engineering services, whether provided by Contractor or a Subcontractor of the Contractor will equal the product of the actual direct wages paid to the employee exclusive of any fringe benefits multiplied by a combined overhead and profit multiplier of 2.50 (equating approximately to an allowable Overhead Rate of 134% and a Profit Rate of 7%).

9.12.3. Other Direct Costs. Contractor and its Subcontractors shall be entitled to the recovery of necessary expenses for other direct costs incurred in performing the work of a Change Order, provided that such costs are not included in the Contractor's or Subcontractor's indirect costs or overhead rate.

9.12.4. Subcontractor Markup. When the above work is performed by a subcontractor, the Contractor shall be entitled to an overhead markup of eight percent (8%) on the total amount allowed to the subcontractor.

ARTICLE 10 – CLAIMS

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

10.1.1. Except as otherwise provided in this Agreement, if Contractor claims or intends to claim compensation for any damage or loss sustained by reason of any act, neglect, fault or default of Owner, Contractor shall, within seven (7) calendar days after Contractor knows, or should have reasonably known, of such event or situation giving rise to the claim, submit to Owner a written "Notice of Claim." The Notice of Claim shall describe the general nature of the claim and the extent of the damage sustained.

10.1.2. Contractor shall, within fourteen (14) calendar days after providing Owner with a Notice Claim, submit to Owner in writing a proposal that includes: (i) a description of the facts, circumstances and contractual basis for the relief sought, with sufficient specificity for Owner to assess the matter; and (ii) the cost data supporting any proposed lump sum adjustments to the Agreement Price.

10.1.3. Within thirty (30) days of receipt of all such information and documentation, Owner shall advise Contractor of its decision on such requested claim; except that, where it is not reasonably practicable for Owner to render such decision in the thirty (30) day period, it shall, prior to the expiration of such period, advise the Contractor that it will require additional time and the approximate date upon which it expects to render such decision.

10.1.4. If Owner believes that Contractor's request is justified, in whole or in part, Owner shall advise Contractor and an appropriate Change Order shall be executed. If Owner disputes Contractor's request, and the Parties are unable to resolve the dispute, such dispute shall be resolved in accordance with the provisions of the Resolution of Disputes (Article 11) in this Agreement.

10.1.5. Contractor's failure to provide the written statements in the manner and time required by this Article 10.1 shall constitute a conclusive presumption that no price or time adjustment, or other relief, is claimed or warranted for the event or situation giving rise to the relief, and Contractor waives its rights to seek relief for any such event or situation.

10.2. Certification of Submissions

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

10.2.2 The submission is made in good faith.

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

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

10.3. False Claims

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

10.4. Burden of Proof

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

10.5. No Request for Relief after Final Payment

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

ARTICLE 11 – RESOLUTION OF DISPUTES

11.1 Request for Negotiations

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

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

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

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

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

ARTICLE 12 - MISCELLANEOUS PROVISIONS

12.1 Governing Law. This Agreement shall be governed by and construed according to the laws of the State of New York. All questions concerning the interpretation, validity and enforceability

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

- 12.2 Non-Assignment. The Contractor shall not assign this Agreement in whole or in part nor any right hereunder without the prior written consent of Owner. The assignment by the Contractor of this Agreement or any interest therein, or of any money due or to become due by reason of the terms hereof without the prior written consent of Owner shall be void.
- 12.3 Cleaning Up. The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Work the Contractor shall remove from the Owner's property, and from all public and private property, all temporary structures, rubbish and waste materials, tools, construction equipment, machinery, and surplus materials, leaving the Site smooth, clean and true to line and grade.
- 12.4 Interest. Any moneys not paid when due to either party under this Agreement shall bear interest at the legal rate in force in the State of New York.
- 12.5 Separate Agreements. The Owner may award other agreements in connection with other portions of the Project. The Contractor shall cooperate with other contractors with regard to storage of materials and equipment and the execution of their work. It shall be the Contractor's responsibility to inspect all work by other contractors affecting its Work and to report to the Owner any irregularities which will not permit it to complete its Work in a satisfactory manner. The Contractor shall not be responsible for defects of which Contractor could not have known, which develop in the work of others after the Work is completed.

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

- 12.6 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.

12.7 Delivery of Material and Equipment. It is the responsibility of the Contractor under this Agreement to pick up from designated Owner warehouse locations, transport, unload, store and maintain security for all material and equipment at the Work Site. Such "Logistics" shall be done expeditiously. If, in the opinion of the Owner, failure of Contractor to expeditiously manage such Logistics will interfere with the progress of the Work, the Owner may engage directly or introduce a third party to provide such Logistics at the Contractor's expense and the Contractor shall reimburse the Owner for the actual cost thereof plus overhead.

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

12.8 Wages and Hours. Wage rates established at the beginning of the Work will not be changed without the approval of the Owner. The Work will be performed on a 40-hour week basis insofar as possible and no overtime will be worked without prior approval of the Owner. This Article 12.8 shall not be applicable in the event that this Agreement provides for a lump-sum or unit price agreement for the Work.

12.9 Work Records. It is understood and agreed that job accounting, job costs keeping and the scheduling and purchasing of materials to be made a part of the Work or incidental thereto will be carried on in accordance with the Owner's instructions. The Owner may have a field auditor representing it in the work office on the work Site for the purpose of facilitating the foregoing and the Contractor will give him such assistance and cooperation as the Owner shall require. All payrolls entering directly into the cost of the Work shall be carried in the name of the Contractor. This Article 12.9 shall not be applicable to lump-sum or unit price portions of the Work.

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

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

12.12 Setoff. In the event Contractor owes money to the Owner or has defaulted under this Agreement or under any other agreements with the Owner, or Contractor has failed to pay any amount owed to the Owner whether pursuant to an agreement, a statutory or regulatory

fine, the imposition of statutory or regulatory damages, or through the prosecution of the work in this Agreement including, but not limited to Liquidated Damages or otherwise (collectively, the "Obligations"), the Owner may, at its option, setoff and/or net any or all such Obligations against any amounts owed by the Owner to the Contractor. In the event that the amount owed by the Owner shall become less than the amount of Obligations of Contractor, the Contractor shall pay the difference upon demand by Owner.

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

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

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

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

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

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

- 12.17 Failure to Complain. Unless otherwise provided in this Agreement, the failure of any party hereto to complain of any act or omission on the part of the other party hereto, no matter how long the same may continue, shall not be deemed a waiver by said party of any of its rights hereunder. No waiver by any party hereto at any time, express or implied, of any default or of any breach or modification of any provision of this Agreement shall be deemed a waiver of default, breach or modification of any other provision of this Agreement or a consent to any subsequent default, breach or modification.
- 12.18 Severability; Survival. In the event any provision hereof shall be declared invalid, that provision shall be deemed severable from the remaining provisions of this Agreement, which shall remain in full force and effect. All Articles or provisions of this Agreement with terms containing obligations or duties which by their nature are to be or may be performed beyond any termination hereof, shall survive the termination of this Agreement without regard to the reason for termination, including, without limitation, provisions relating to indemnification, liability, confidentiality, warranty, etc.
- 12.19 Third Party Benefits. Except as may be specifically provided for herein, no provision of this Agreement is intended or is to be construed to be for the benefit of any third party.
- 12.20 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 Contractor to rely upon, invoke, or avail itself to, any rights or remedies under this Agreement, at law, or in equity, for a claim, or an adjustment to the price, schedule, quantities, specifications, or other material terms of this Agreement, including the rights and remedies set forth in this 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 Contractor unable to fulfill any of its obligations under the Agreement, and Contractor shall not have any claim, action or cause of action against Owner 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.

12.21 Employee Solicitation

Each Party understands and acknowledges that the other Party has expended and continues to expend significant time and expense in recruiting and training its employees and that the loss of employees would cause significant and irreparable harm to the first Party. To the maximum extent permitted under applicable laws, each Party agrees and covenants not to directly or indirectly solicit, hire, or recruit, or attempt to solicit, hire, or recruit any employee who has been employed by the other Party or its Affiliates during the term of this Agreement, with whom the first Party has had contact in connection with the negotiation, execution, or performance of this Agreement (collectively, "Covered Employee"), or induce the termination of employment of any Covered Employee for a period of one (1) year, beginning on the employee's last day of employment with the first Party or one (1) year after the term of this Agreement, whichever is sooner in the applicable case, except with the prior written consent of the other Party, and the other Party shall not induce or attempt to induce, directly or through an agent or third party, any such Covered Employee to leave the employ of the first Party or its Affiliates. As used herein, the term "Affiliate" shall mean any person or entity controlling, controlled by, or under common control with the Owner through majority stock or other ownership interest, direct or indirect. Notwithstanding the foregoing, nothing in this clause shall either (i) limit either Party from employing any person who contacts such Party on his or her own initiative and without any solicitation by such Party specifically directed to such employee, or (ii) directly or indirectly prohibit or restrict either Party from soliciting or hiring another Party's current or future employees to the extent such prohibition or restriction is prohibited or impermissible under applicable laws.

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

12.23 Performance Monitoring. Owner will evaluate Contractors performance by utilizing Contractor corrective action reports and Contractor performance evaluation reports. The Contractor must provide upon request the OSHA incident rate and Experience modification rate for Owner's review. The Owner's project manager will evaluate the Contractor's performance upon the conclusion of the Work by completing the specified report. The Owner will

continuously monitor the Contractor's performance. Performance by a Contractor that is less than desirable may potentially eliminate this Contractor from bidding on future projects.

12.24 No Dispute. Contractor covenants that it is not aware of any pending billing dispute or other contractual dispute (pursuant to current contracts or contracts no longer in effect) or any pending or threatened litigation between Contractor and/or any of Contractor's affiliates and Owner and/or any of Owner's affiliates.

12.25 Contractor Security Requirements. Contractor hereby agrees to comply with the terms and conditions of the Owner's (i) Background Check Requirements attached hereto as Schedule P and made an integral part hereof, and (ii) Data Security Rider attached hereto as Schedule F and made an integral part hereof in its performance of its Work for Owner under this agreement.

Owner Information:

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

(2) Owner Information shall be and remain the property of Owner or its Affiliate(s), as appropriate. Contractor shall not possess or assert any lien or other right against or to Owner Information. No Owner Information, or any part thereof, shall be sold, assigned, leased, or otherwise disposed of or to third parties by the Contractor or commercially exploited by or on behalf of Contractor, its employees, or agents.

(3) Upon Owner's request, the termination or expiration of this Agreement for any reason (including termination for cause) or, with respect to any particular Owner Information, on such earlier date that the same shall be no longer required by Contractor in order to render the Services, Contractor shall promptly return to Owner such Owner Information (including copies thereof) in a form reasonably requested by Owner or, if Owner so elects, shall destroy such Owner Information.

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

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

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

CIP-004 Excerpt:

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

- i. R3.1. The Contractor shall ensure that each assessment conducted include, at least, identity verification (e.g., Social Security Number verification in the U.S.) and seven- year criminal check. The Contractor may conduct more detailed reviews, as permitted by law and subject to existing collective bargaining unit agreements, depending upon the criticality of the position.
- ii. R3.2. The Contractor shall 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.

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

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

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

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

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

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

AVANGRID SERVICE COMPANY

DocuSigned by:

Signature 6DD6029F347F418...

Anthony Marone

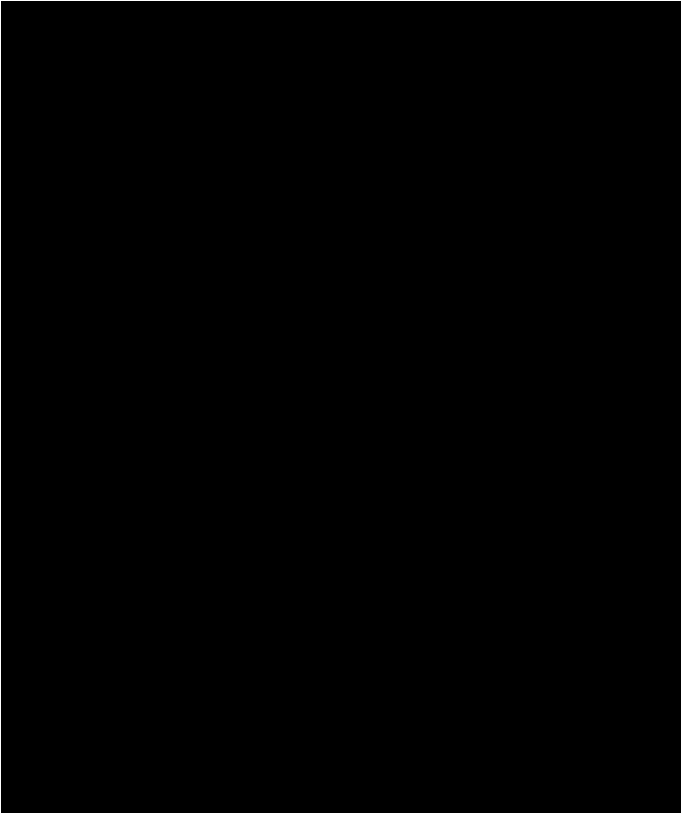
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President & CEO

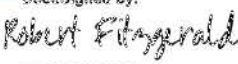
Title

7/23/2020

Date



AVANGRID SERVICE COMPANY

DocuSigned by:

Signature 4FC8C84F790A41A...

Robert Fitzgerald

Print

VP - Controller AGR Networks

Title

8/4/2020

Date

SCHEDULE A - Companies

New York State Electric & Gas Corporation

89 East Avenue
Rochester, New York 14649

Rochester Gas and Electric Corporation

89 East Avenue
Rochester, New York 14649

The Berkshire Gas Company

115 Cheshire Road
Pittsfield, MA 01201

Maine Natural Gas Corporation

4 Industrial Parkway
Brunswick, ME 04011

The Southern Connecticut Gas Company

Locations:

SCG Ops Center

Southern Connecticut Gas
60 Marsh Hill Rd, Orange, CT 06477

SCG LNG

775 Oronoque Rd, Milford, CT 06461

Connecticut Natural Gas Corporation

Locations:

CNG LNG

1376 Cromwell Ave, Rocky Hill, CT 06067

CNG Ops Center

East Hartford
76 Meadow Street, East Hartford, CT 06108

CNG – Greenwich Ops Center

16 Old Track Road
Greenwich, CT 06830

SCHEDULE D - Compensation

Owner will compensate Contractor for performance of the Services as set forth in Schedule B, the total fixed unit price amount of **DOLLARS IN ALL CAPS AND XX/100 DOLLARS (\$amount.00)** as specified in the Schedule of Values herein. The fixed unit price amount includes all fees described in this Agreement, and all other costs, reimbursable items, overhead, applicable taxes and profit in connection with the Services. If Owner determines that certain deliverables may not be required, Owner may amend the Services and remove such deliverables and their associated costs from the Agreement in accordance with the Changes provisions in Article 9 of this Agreement.

Pricing Terms

1. Prices shall remain firm for orders placed during the term of this Agreement.
2. Prices quoted are F.O.B. Destination, freight allowed.
3. Payment Terms are Net 45 days from date of invoice.

Schedule of Values

Payments shall be made by Owner on completed Purchase Orders for Services by Contractor and approved by Owner in accordance with this Agreement.

Pricing validity periods:

Year 1 - July 1 2020 thru June 30 2021

Year 2 - July 1 2021 thru June 30 2022

Year 3- July 1 2022 thru June 30 2023

SCHEDULE E - Notices

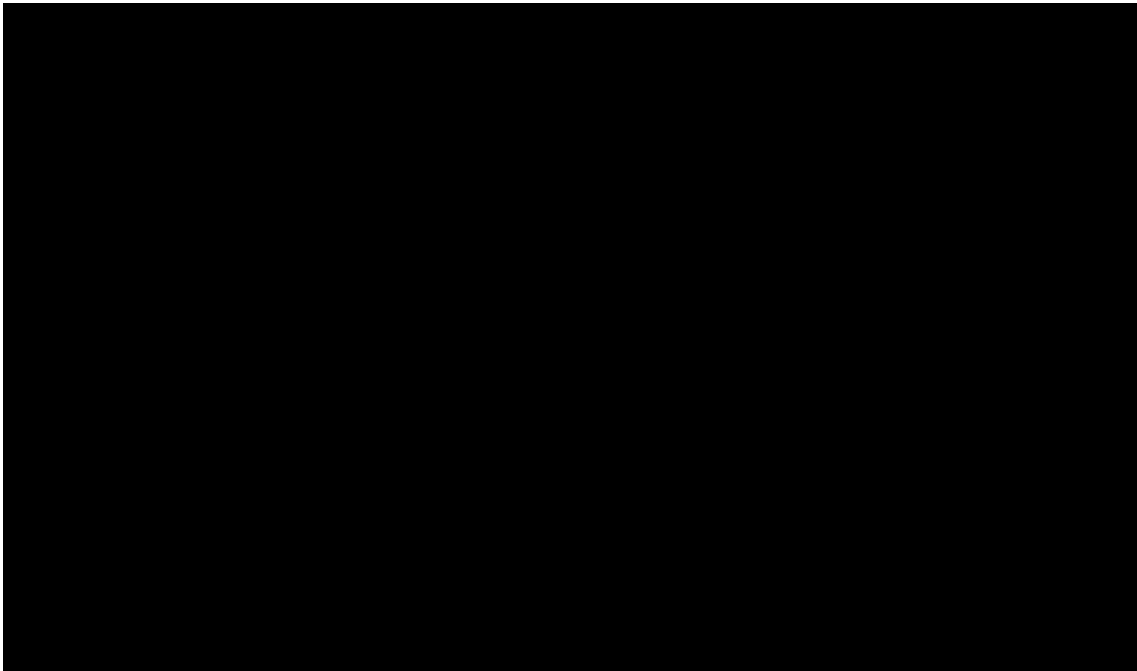
Along with all other correspondence requirements included in this Construction Services Agreement (“Agreement”), any notice, request, approval or other document required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given when delivered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

All communications to AVANGRID shall be directed to:

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

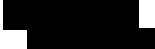
With Copy To
AVANGRID Service Company
NYSEG
1387 Ithaca-Dryden Road
Ithaca, New York 14850-8810
Attention: Chris Doppel
Email: CHDoppel@nyseg.com

All communications to Contractor shall be directed to:



SCHEDULE F - Data Security Rider

Not Applicable for this contract



SCHEDULE G - Certifications

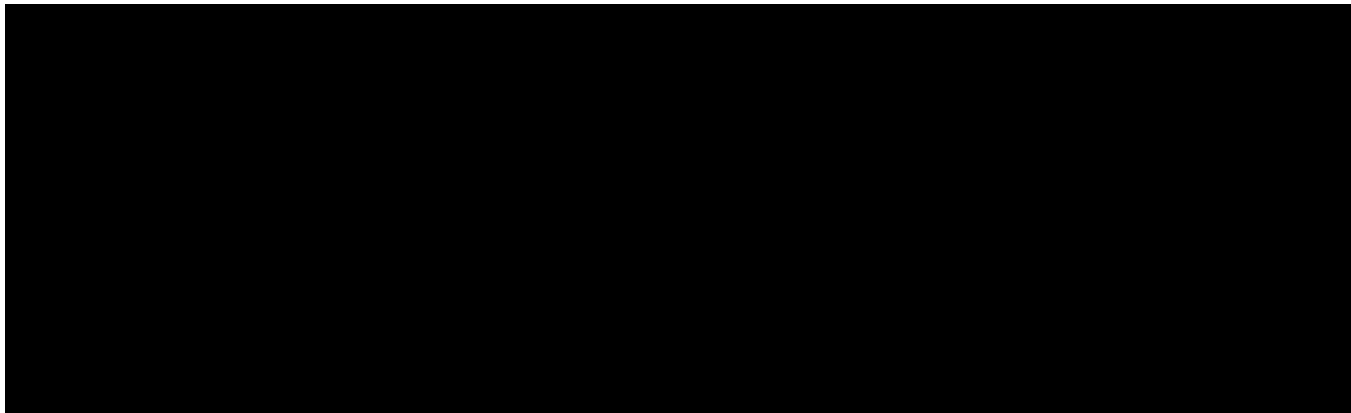
Contractor certifies, by and through its authorized representative, that to the best of its knowledge and belief that:

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

B. Furthermore,

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

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



SCHEDULE H Bid Forms, Exemptions and Clarifications

Mobilization will be charged in the Plattsburgh, Brewster, Goshen, and Liberty areas.

Mobilization

██████████ will mobilize once per contract year into Plattsburgh and Liberty-Goshen, Brewster areas. If in the same contract year, ██████████ is required to demobilize from these areas (no MSA work or bid projects) and then asked to return to perform MSA work, ██████████ will be paid using PID S040 for Remobilization and Demobilization per occurrence (ex: each additional return trip to these areas, ██████████ would be paid 2 units of PID S040 (1 Mob and 1 unit for Demob)).

Please note: Liberty-Goshen, Brewster is defined as one area.

Welding:

- ██████████ will not provide a credit for the use of an Avangrid welder as outline in section 3.1 of the NYSEG PID descriptions.

Note: In cases where the Contractor cannot provide a welder, the Company will receive a credit of seven (7) units of the certified welder and welding rig (LE030) contract unit rate. Miscellaneous materials required for installation (sand, gravel, etc.) are paid as additional line items and must be approved by the Company.

- Resolution: For east regions (Plattsburgh, Mechanicville, Liberty-Goshen, Brewster and Auburn) the seven (7) LE030 credit stipulation will be waived (per NY Gas Construction Framework Scope of Work Document section 3.1, page 11). Instead, ██████████ would pay AVANGRID the current contract year LE030 unit rate for each hour worked by the NYSEG welder. This credit will be applied to the invoice of the job.

SCHEDULE I - Permits

1. General

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

2. Contractor Permits

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

SCHEDULE J - Insurance Requirements

Before commencing any Services, the Contractor shall procure and maintain at its own expense for a period of two years beyond completion of the Services, the insurance types, limits, terms, and conditions listed in Section 1 below. The amounts as specified are minimums only. The actual amounts above the minimums shall be determined by the Contractor. In addition, for any Services that are authorized to be subcontracted, the Contractor shall require each Subcontractor to procure and maintain all insurance in like form and amounts as outlined in Section 1 below. In the event that Owner elects to pay any deductible and/or SIR to access any insurance policy, Contractor shall promptly reimburse Owner for such payment.

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

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

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

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

E-mail: (preferred method)

CHDoppel@nyseg.com

Mail:

Owner's Procurement Department: AVANGRID Service Company, Procurement Department/Insurance Cert., 89 East Avenue, Rochester, NY 14649-0001.



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

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

1. Required Insurance, Coverage and Minimum Amounts

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Coverages shall include:

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

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

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

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

Environmental Impairment Liability

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

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

Disposal site coverage and transportation extensions

Underground storage tanks

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

Sudden and non-sudden pollution conditions

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

1.5 **General Liability (Comprehensive or Commercial Form) Insurance**, including coverage for Premises/Operations, Underground/ Explosion & Collapse Hazard, Products/Completed Operations, Contractual Liability specifically insuring the attached Indemnity Agreement, Independent Contractors, Broad Form Property Damage, and Personal Injury, in the amount of \$10,000,000 per occurrence and \$10,000,000 aggregate.

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

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

1.6 Builders All Risk (BAR) Insurance in the amount of \$Amount.00 per occurrence and \$Amount.00 aggregate covering the following activities undertaken in the course of the Project - Covered activities including but not limited to:

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

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

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

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

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

SCHEDULE O - Contractor Safety Requirements



ANHS-SOP-020
Contractor Safety Man

SCHEDULE P - Contractor Background Check Requirements



SCHEDULE I
-Background checks.c

Schedule D

NY Gas Construction 3 Year

CONTRACTOR NAME:



cope Doc PID	Family	PID	UOM	PID Description
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Plastic Main

1	Main	MP020	LF	Excavate and install ≤2" plastic main in New Development (100 ft. min)
2	Main	MP040	LF	Excavate and install 4" plastic main in New Development (100 ft. min)
3	Main	MP060	LF	Excavate and install 6" plastic main in New Development (100 ft. min)
4	Main	MP080	LF	Excavate and install 8" plastic main in New Development (100 ft. min)
5	Main	MP120	LF	Excavate and install 12" plastic main in New Development (100 ft. min)
6	Main	MP024	LF	Install ≤2" plastic main in customer trench (100 ft. min)
7	Main	MP044	LF	Install 4" plastic main in customer trench (100 ft. min)
8	Main	MP064	LF	Install 6" plastic main in customer trench (100 ft. min)
9	Main	MP084	LF	Install 8" plastic main in customer trench (100 ft. min)
10	Main	MP124	LF	Install 12" plastic main in customer trench (100 ft. min)
11	Main	MP021	LF	Excavate and install ≤2" plastic main - Off Road (100 ft. min)
12	Main	MP041	LF	Excavate and install 4" plastic main - Off Road (100 ft. min)
13	Main	MP061	LF	Excavate and install 6" plastic main - Off Road (100 ft. min)
14	Main	MP081	LF	Excavate and install 8" plastic main - Off Road (100 ft. min)
15	Main	MP121	LF	Excavate and install 12" plastic main - Off Road (100 ft. min)
16	Main	MP022	LF	Excavate and install ≤2" plastic main - In Road (100 ft. min)
17	Main	MP042	LF	Excavate and install 4" plastic main - In Road (100 ft. min)
18	Main	MP062	LF	Excavate and install 6" plastic main - In Road (100 ft. min)
19	Main	MP082	LF	Excavate and install 8" plastic main - In Road (100 ft. min)
20	Main	MP122	LF	Excavate and install 12" plastic main - In Road (100 ft. min)
33	Main	MP025	LF	≤2" Plastic Directional drilling for gas installation (100 ft. min)
34	Main	MP045	LF	4" Plastic Directional drilling for gas installation (100 ft. min)
35	Main	MP065	LF	6" Plastic Directional drilling for gas installation (100 ft. min)
36	Main	MP085	LF	8" Plastic Directional drilling for gas installation (100 ft. min)
37	Main	MP125	LF	12" Plastic Directional drilling for gas installation (100 ft. min)

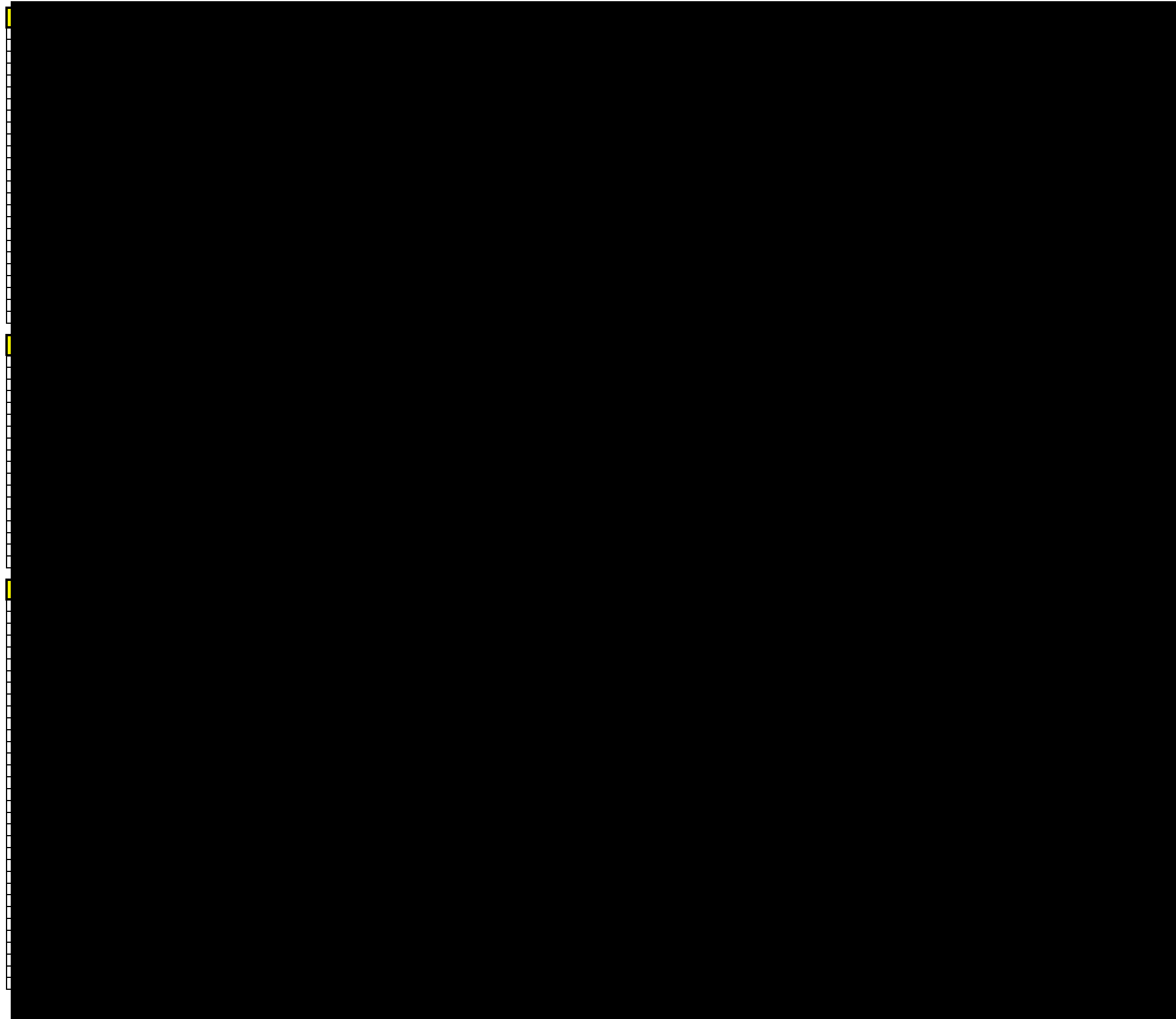
Steel Main

21	Main	MS021	LF	Excavate and install ≤2" Steel main - Off Road
22	Main	MS041	LF	Excavate and install 4" Steel main - Off Road
23	Main	MS061	LF	Excavate and install 6" Steel main - Off Road
24	Main	MS081	LF	Excavate and install 8" Steel main - Off Road
25	Main	MS101	LF	Excavate and install 10" Steel main - Off Road
26	Main	MS121	LF	Excavate and install 12" Steel main - Off Road
27	Main	MS022	LF	Excavate and install ≤2" Steel main - In Road
28	Main	MS042	LF	Excavate and install 4" Steel main - In Road
29	Main	MS062	LF	Excavate and install 6" Steel main - In Road
30	Main	MS082	LF	Excavate and install 8" Steel main - In Road
31	Main	MS102	LF	Excavate and install 10" Steel main - In Road
32	Main	MS122	LF	Excavate and install 12" Steel main - In Road
38	Main	MS025	LF	≤2" Steel Directional drilling for gas installation (100 ft. min)
39	Main	MS045	LF	4" Steel Directional drilling for gas installation (100 ft. min)
40	Main	MS065	LF	6" Steel Directional drilling for gas installation (100 ft. min)
41	Main	MS085	LF	8" Steel Directional drilling for gas installation (100 ft. min)
42	Main	MS105	LF	10" Steel Directional drilling for gas installation (100 ft. min)
43	Main	MS125	LF	12" Steel Directional drilling for gas installation (100 ft. min)

Tie-In

44	Tie-in	TP013	EA	Tie-In - Plastic High Volume Electrofusion Tees
45	Tie-in	TS023	EA	≤2" Tie-Ins Using Steel Tapping Tees
46	Tie-in	TS043	EA	4" Tie-Ins Using Steel Tapping Tees
47	Tie-in	TS063	EA	6" Tie-Ins Using Steel Tapping Tees
48	Tie-in	TS083	EA	8" Tie-Ins Using Steel Tapping Tees
49	Tie-in	TS103	EA	10" Tie-Ins Using Steel Tapping Tees
50	Tie-in	TS123	EA	12" Tie-Ins Using Steel Tapping Tees
51	Tie-in	TS028	EA	≤2" Installation of Control fitting – Spherical / Full Encirclement
52	Tie-in	TS048	EA	4" Installation of Control Fitting – Spherical / Full Encirclement
53	Tie-in	TS068	EA	6" Installation of Control Fitting – Spherical / Full Encirclement
54	Tie-in	TS088	EA	8" Installation of Control Fitting – Spherical / Full Encirclement
55	Tie-in	TS108	EA	10" Installation of Control Fitting – Spherical / Full Encirclement
56	Tie-in	TS128	EA	12" Installation of Control Fitting – Spherical / Full Encirclement
57	Tie-in	T028	EA	≤2" Installation of control fitting – Top Connection Only (Line Stopper)
58	Tie-in	T048	EA	4" Installation of Control Fitting – Top Connection Only (Line Stopper)
59	Tie-in	T068	EA	6" Installation of Control Fitting – Top Connection Only (Line Stopper)
60	Tie-in	T088	EA	8" Installation of Control Fitting – Top Connection Only (Line Stopper)
61	Tie-in	T108	EA	10" Installation of Control Fitting – Top Connection Only (Line Stopper)
62	Tie-in	T128	EA	12" Installation of Control Fitting – Top Connection Only (Line Stopper)
63	Tie-in	T027	EA	≤2" Tie-In by Butt Connection
64	Tie-in	T037	EA	3" Tie-In by Butt Connection
65	Tie-in	T047	EA	4" Tie-In by Butt Connection
66	Tie-in	T067	EA	6" Tie-In by Butt Connection
67	Tie-in	T087	EA	8" Tie-In by Butt Connection
68	Tie-in	TS107	EA	10" Tie-In by Butt Connection
69	Tie-in	TS127	EA	12" Tie-In by Butt Connection
70	Tie-in	T0279	EA	≤2" Retirement associated with Tie-In (in same excavation)
71	Tie-in	T0379	EA	3" Retirement associated with Tie-In (in same excavation)
72	Tie-in	T0479	EA	4" Retirement associated with Tie-In (in same excavation)
73	Tie-in	T0679	EA	6" Retirement associated with Tie-In (in same excavation)
74	Tie-in	T0879	EA	8" Retirement associated with Tie-In (in same excavation)
75	Tie-in	T1079	EA	10" Retirement associated with Tie-In (in same excavation)
76	Tie-in	T1279	EA	12" Retirement associated with Tie-In (in same excavation)

Enter Single Year Coefficients, By Year:			Enter Single Year Coefficients, By Year:			Enter Single Year Coefficients, By Year:			Enter Single Year Coefficients, By Year:			Enter Single Year Coefficients, By Year:		
Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
Lakes			Northeast			Northeast			Southeast			Southeast		
Auburn	Auburn	Auburn	Mechanicville	Mechanicville	Mechanicville	Plattsburgh	Plattsburgh	Plattsburgh	Brewster	Brewster	Brewster	Liberty/ Goshen	Liberty/ Goshen	Liberty/ Goshen



NY Gas Construction 3 Year

CONTRACTOR NAME:



cope Doc PID	Family	PID	UOM	PID Description
77	Tie-in	T029	EA	Excavate and perform ≤2" retirement
78	Tie-in	T039	EA	Excavate and perform 3" retirement
79	Tie-in	T049	EA	Excavate and perform 4" retirement
80	Tie-in	T069	EA	Excavate and perform 6" retirement
81	Tie-in	T089	EA	Excavate and perform 8" retirement
82	Tie-in	TS109	EA	Excavate and perform 10" retirement
83	Tie-in	TS129	EA	Excavate and perform 12" retirement
84	Tie-in	TS169	EA	Excavate and perform 16" retirement
85	Tie-in	T150	EA	≤2" by-pass installation

Service

86	Service	SP010	LF	Excavate and install 1/2" - 1" plastic services in new development
87	Service	SP020	LF	Excavate and install 1-1/4" - 2" plastic services in new development
88	Service	SP012	LF	Excavate and install plastic 1/2" - 1" new services - In Road
89	Service	SP022	LF	Excavate and install plastic 1-1/4" - 2" new services - In Road
90	Service	SP011	LF	Excavate and install 1/2" - 1" plastic new services - Off Road
91	Service	SP021	LF	Excavate and install 1-1/4" - 2" plastic new services - Off Road
92	Service	SS010	LF	Excavate and install 1/2" - 1" steel services in new development
93	Service	SS020	LF	Excavate and install 1-1/4" - 2" steel services in new development
94	Service	SS012	LF	Excavate and install steel 1/2" - 1" new services - In Road
95	Service	SS022	LF	Excavate and install steel 1-1/4" - 2" new services - In Road
96	Service	SS011	LF	Excavate and install 1/2" - 1" steel new services - Off Road
97	Service	SS021	LF	Excavate and install 1-1/4" - 2" steel new services - Off Road
98	Service	S040	EA	Remobilization
99	Service	S060	EA	Long Side Service (2 lanes including shoulders)
100	Service	S070	EA	Long Side Service (Additional Lanes and/or designated parking lane)
101	Service	SP014	LF	Install 1/2 - 1" new service for customer trench
102	Service	SP024	LF	Install 1-1/4" - 2" new service for customer trench
103	Service	SP016	LF	Excavate and install ≤1" plastic direct burial gas service replacement Off Road. (50 ft. min)
104	Service	SP026	LF	Excavate and install 1-1/4"-2" plastic direct burial gas service replacement Off Road. (50 ft. min)
105	Service	SP017	EA	Retirement associated with ≤1" plastic direct burial gas service replacement Off Road
106	Service	SP027	EA	Retirement associated with 1-1/4" - 2" plastic direct burial gas service replacement Off Road
107	Service	SP025	LF	Directional Drilling: ≤2" Plastic Gas Service (50 ft min)
108	Service	SS025	LF	Directional Drilling: ≤2" Steel Gas Service (50 ft min)
109	Service	S130	EA	Gas Service Tie-Over
110	Service	S090	EA	Replacement Service Lines (Plastic Reline): ≤2"
111	Service	S100	LF	Partial Reline in road (direct buried off road paid at direct burial price)
112	Service	S095	EA	Retirement associated with Replacement Service Lines (Plastic Reline): ≤2"
113	Service	S105	LF	Retirement associated with Partial Reline in road (direct buried off road paid at direct burial price)
114	Service	S320	EA	Extra excavation Off Road beyond 2 excavations for service reline. Includes soft restoration
115	Service	S330	EA	Pavement cut (15 SF max)
116	Service	S350	EA	Service retirement Off Road, separate hole
117	Service	S370	EA	Service Retirement – not associated with a Service Replacement

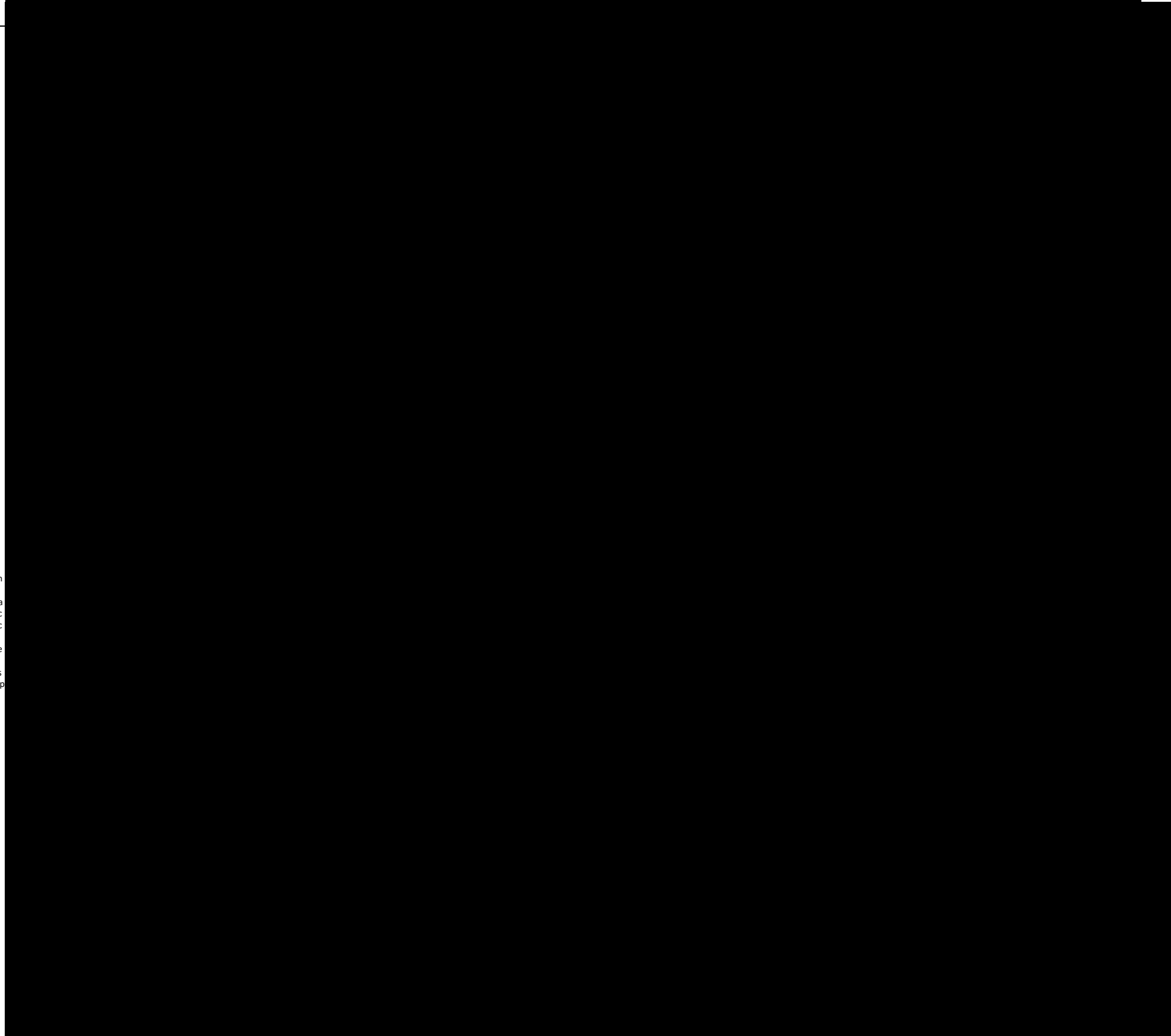
Meter

118	Meter	S500	EA	Relight for any type of work that does not include meter work and only requires a relight (ex: tie overs beyond 15' of fuel line)
119	Meter	S510	POST	Meter protection (see construction standards)
120	Meter	S170	EA	Labor and equipment to relocate (1) meter to outside. Includes vent/regulator inspection, meter exchange, a
121	Meter	S180	EA	Labor and equipment to relocate up to 15' of fuel line associated with meter relocation and/or service replac
122	Meter	S185	EA	Labor and equipment to relocate up to 15' of fuel line associated with meter relocation and/or service replac
123	Meter	S190	EA	Labor and equipment to relocate each additional meter. Includes vent/regulator inspection, and relight
124	Meter	S220	EA	Rebuild inside meter set. Only to be used when meter is left inside for service replacement or tie-in. Include
125	Meter	S230	EA	Install regulator on existing outside meter set for low pressure upgrade. Includes vent/regulator inspection
126	Meter	S260	EA	Install orifice on regulator, relight and check for proper operation following a low pressure upgrade. Includes
127	Meter	S280	EA	Check meter, regulator orifice size and check for leaks on an outside meter set prior to a medium pressure up
128	Meter	S300	EA	Check regulator and check for leaks at an outside meter set following a medium pressure upgrade.
129	Meter	S310	LF	Fuel Line installed beyond 15' after meter (for each additional foot)

Restoration

130	Restoration	R010	SF	Install ≤50 SF complete concrete sidewalk replacement
131	Restoration	R020	SF	Install >50 SF complete concrete sidewalk replacement
132	Restoration	R030	SF	2" complete binder/ base asphalt replacement
133	Restoration	R040	SF	4" complete binder/ base asphalt replacement
134	Restoration	R050	SF	6" complete binder/ base asphalt replacement
135	Restoration	R060	SF	8" complete binder/ base asphalt replacement
136	Restoration	R070	SF	10" complete binder/ base asphalt replacement
137	Restoration	R080	SF	12" complete binder/ base asphalt replacement
138	Restoration	R090	SF	2" Top Course asphalt replacement
139	Restoration	R100	SF	2" Cold Patch less than or equal to 100 SF
140	Restoration	R105	Ton	2" Cold Patch greater than 100 SF
141	Restoration	R110	SF	Concrete base for road cut (equal to asphalt up to 8")
142	Restoration	R111	SF	Concrete base for road cut (each additional inch)
143	Restoration	R120	SF	For Street Milling (removal): 2" minimum depth removal
144	Restoration	R130	LF	Curb Removal and Restoration: Concrete Curb Only
145	Restoration	R132	LF	Curb Removal and Restoration: Concrete Curb with Gutter
146	Restoration	R134	LF	Curb Removal and Restoration: Concrete Gutter Only
147	Restoration	R136	LF	Curb Removal and Restoration: Granite or Stone Curbing
148	Restoration	R140	LF	Curb Removal and Restoration: Asphalt Curb with Gutter
149	Restoration	R142	LF	Curb Removal and Restoration: Asphalt Gutter Only
150	Restoration	R200	LF	Full and final lawn restoration of the gas main using trenching installation method
151	Restoration	R210	LF	Full and final lawn restoration of the gas main using directional drilling installation method
152	Restoration	R220	LF	Perform seeding and straw mulching per SWPPP requirements

Enter Single Year Coefficients, By Year:			Enter Single Year Coefficients, By Year:			Enter Single Year Coefficients, By Year:			Enter Single Year Coefficients, By Year:			Enter Single Year Coefficients, By Year:		
Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3



NY Gas Construction 3 Year

CONTRACTOR NAME:



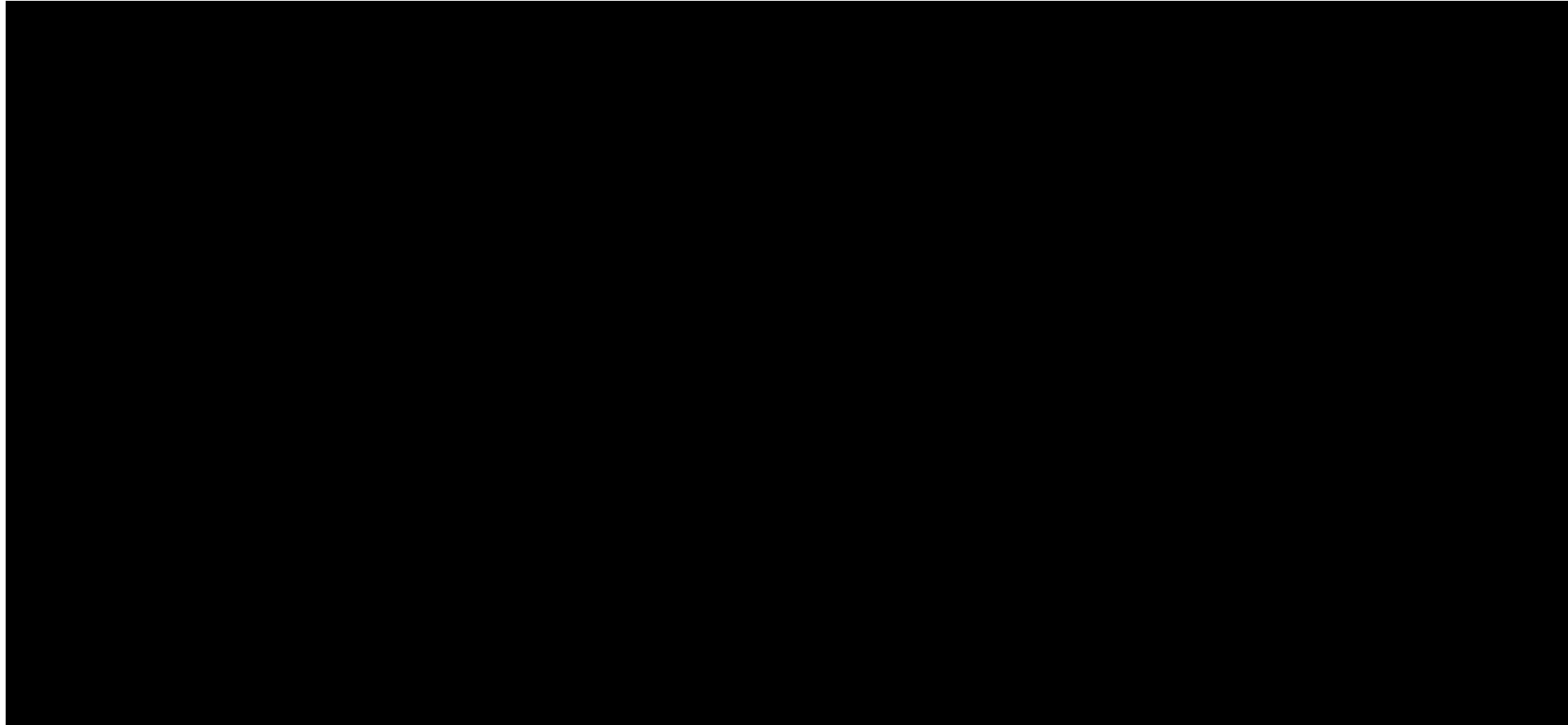
cope Doc	PID	Family	PID	UOM	PID Description
Misc					
153	Misc.	MI010		CY	Labor and equipment for rock removal and hauling
154	Misc.	MI020		Ton	Pick-up, placement and material (Sand) to worksite
155	Misc.	MI030		Ton	Pick-up, placement and material (Processed Stone) to worksite
156	Misc.	MI045		LF	Frost condition excavation >12" and ≤24
157	Misc.	MI046		LF	Frost condition excavation >24" and ≤36
158	Misc.	MI047		LF	Frost condition excavation >36" and ≤48
159	Misc.	MI048		LF	Frost condition excavation >48" and ≤60
160	Misc.	MI049		LF	Frost condition excavation >60"
161	Misc.	MI050		LF	Provide, Install, maintain and remove silt fence
162	Misc.	MI051		HR	Spoil hauling and disposal; includes truck driver, with CDL and 14-yard dump truck
163	Misc.	MI060		LF	Saw Cutting Trench (additional)

Labor & Equipment					
164	Labor & Equipment	LE010		HR	2-man crew
165	Labor & Equipment	LE020		HR	3-man crew
166	Labor & Equipment	LE030		HR	Certified welder and welding rig
167	Labor & Equipment	LE040		HR	Directional drilling hourly rate Rig- 2 Man crew
168	Labor & Equipment	LE050		HR	Meter Installer
169	Labor & Equipment	LE060		HR	Vacuum Excavation

Labor					
170	Labor	L010		HR	Flagger
171	Labor	L020		HR	Foreman
172	Labor	L030		HR	Laborer
173	Labor	L040		HR	Meter Setter
174	Labor	L060		HR	Equipment Operator
175	Labor	L070		HR	Supervisor
176	Labor	L080		HR	Truck driver, with CDL

Equipment					
177	Equipment	E010		HR	Backhoe
178	Equipment	E020		HR	7-yard dump truck
179	Equipment	E030		HR	14-yard dump truck
180	Equipment	E040		HR	Crew/Line truck
181	Equipment	E050		HR	≤10 ton Track Excavator
182	Equipment	E060		HR	> 10 ton to 25 ton Track Excavator
183	Equipment	E070		HR	> 25 ton Track Excavator
184	Equipment	E080		HR	Dozer
185	Equipment	E090		HR	Light Duty Vehicle

Enter Single Year Coefficients, By Year:			Enter Single Year Coefficients, By Year:			Enter Single Year Coefficients, By Year:			Enter Single Year Coefficients, By Year:			Enter Single Year Coefficients, By Year:		
Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
Lakes			Northeast			Northeast			Southeast			Southeast		
Auburn	Auburn	Auburn	Mechanicville	Mechanicville	Mechanicville	Plattsburgh	Plattsburgh	Plattsburgh	Brewster	Brewster	Brewster	Liberty/ Goshen	Liberty/ Goshen	Liberty/ Goshen



Schedule B

GAS CONSTRUCTION FRAMEWORK PAMD DESCRIPTIONS &
WORK SCOPE REQUIREMENTS



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1. GENERAL

1.1 DEFINITIONS

The following definitions apply to both Gas Main and Gas Service Installation:

- **All-Inclusive** – Where Contractor is required to provide the trench, all-inclusive shall include, but not be limited to, labor and equipment, the loading and hauling of pipe and miscellaneous materials from storerooms or storage areas to the jobsite, hard surface removal, saw cutting up to (6) six inches, shoring, stringing pipe and laying pipe in trench, installation of padding, minor vegetation clearing, digging trench (including hand excavation, pneumatic boring and hand tunneling), spoil removal and legal disposal, installation and maintenance (plating, if necessary) of excavations, mechanical tamping, installation of warning tape, backfilling, pressure testing, energizing, and clean up (i.e., level trench; free of rock and tree roots; roads, driveways, and sidewalks swept, etc.); and as-built documentation and/or paperwork associated with the sketch and excavation report as required. The Contractor is responsible for locating mains and laterals for all infrastructure in conflict with installation of gas utilities.
- **AVANGRID** – AVANGRID/Company are the same term.
- **Customer Trench** – Defined as gas main and/or service installation in Customer provided trench. The Contractor will be responsible for coordinating these jobs with the Customer, and they must be installed per Company specifications. The gas main and/or service must be backfilled prior to air test and Contractor must witness the sand padding of the trench by the Customer. Any trenching required by the Contractor will be paid at the contract unit price.
- **Directional Drilling** – Defined as trenchless gas main and/or service installation requiring a Pilot Bore, Reaming, and Pipe Insertion using dedicated equipment. Pneumatic Bore(ing) is **not** considered directional drilling.
- **Hard surface restoration** – Defined as asphalt and/or concrete roadway, pavement striping, driveway apron, curbing and sidewalk restoration. Includes saw cutting even and square edges, removal and hauling of material.
- **In Road** – Work is in the paved road; includes saw cut and disposal of materials.
- **New Development** – Defined as an area where rough grading is the only restoration needed, such as a new construction site.



- **Off Road** – Existing turf area that must be top soiled and reseeded after main or service installation.
- **Relight** – Includes resetting up to two (2) meters and relighting Customer appliances/equipment. Associated with Install, Reline, Replacements, Relocations and Tie-overs, includes testing and all associated paperwork.
- **Soft surface restoration** – Defined as lawn restoration including topsoil, seeding, mulching and fertilizer. The type of seeding replaced is to be the same as original when possible.
- **Scattered Service** – Described as standalone service work not associated with any ongoing main or service project (current or recent construction) or as determined by the Company. Types include: New Service, Service Replacement and/or Service Relines. Scattered services will include one (1) unit rate of the Remobilization PID S040, per scattered service. Service retirements are not considered scattered.
- **Pneumatic Bore(ing)** – defined as the installation method utilizing pneumatic piercing tools to bore a hole underground between two points. Commonly referred to as a hole hog, air hog, punching/ramming, misseling, etc. Pneumatic bore(ing) is not considered directional drilling.

1.2 STANDARD TERMS & PROVISIONS

All work is expected to be performed under this requirement in a safe and workmanlike manner in accordance with all Company, State and Local Municipality Gas Standards and Technical Specifications. If there is a conflict between standards referenced herein, the most restrictive shall apply. Additionally, all Contractors are responsible to meet any revisions to said standards during the term of the Agreement.

GENERAL PROVISIONS

- a) Contractor to follow all Company safety standards.
- b) Contractor to follow the current Company OQ Written Plan.
- c) All work is to be done in such manner as to minimize inconvenience and hazard to the public. Work areas are to be protected by suitable warning equipment per the Company standards. Barricades are to be identified with Contractor's name and are to be removed promptly after work is complete. Where flagging is required, the Contractor shall provide a Company-approved Traffic Safety Plan prior to commencing work in required areas.
- d) No work is to be done without written authorization from the Company.

- e) Allocation of work will be in amounts and locations to facilitate the Contractor's operations insofar as possible.
- f) No additional payments for main or service installation will be considered until three (3) separate pneumatic boring attempts in different holes have been made. The Contractor will be paid at the open trench footage for the failed **Pneumatic Boring** attempt, in addition to the completed installation method approved by the Company.

When pneumatic boring across hard surfaces:

- a. Driveways will be paid at **Off Road** trenching price.
- b. Roadways will be paid at **In Road** trenching price.
- g) Construction methods including bucket width and excavation depth must follow current Company standards and will be paid as such.
- h) Contractor is required to call Dig Safe to have all utilities staked out. Additionally, the Contractor is responsible to locate, verify and maintain project mark outs for all Company owned facilities prior to and during construction.
- i) Contractor is responsible for flagging and/or marking new asset installations post-construction for Company field verification.
- j) Contractors must ensure that as-built drawings and any other paperwork pertinent to a project (e.g. scope changes, restoration reports, etc.) are returned in a timely manner, as the Company expects to maintain proper recordkeeping. The standard for submission of as-built drawings and other paperwork is five (5) business days after the completion of a project. If the original as-built drawings and paperwork have not been received by the Company and the Contractor submits an invoice for said work, the Company shall NOT pay an invoice for that work.
- k) The Company expects that invoices for work completed shall be submitted no later than (15) business days from completion of work.
- l) Additionally, all Contractors are responsible for meeting any revisions to said standards and/or procedures during the term of the Agreement.
- m) Paperwork may need to be completed via hardcopy, or via the Company's electronic computer systems, or both. The Contractor shall be required to use such computer systems as necessary. During the course of this agreement, AVANGRID reserves the right to implement new protocols and/or systems (e.g. GPS handheld devices for scanning and entering installation data), and the Contractor shall be required to use these over the course of this contract and comply with any new associated standards.



- n) Plastic main and service pipe installation, trenching, pneumatic boring and/or directional drilling shall include, but not be limited to: stringing; pig sizing; pulling pipe back utilizing correct construction methodologies following current standards; laying pipe in trench; joining of pipe and fittings by heat fusion; installation of sleeves or couplings; valves, drips, and miscellaneous main and service fittings (including steel to plastic adapters); riser installation; anodes; tracer wire and test stations for locating plastic facilities; marker tape, and bedding and padding as required.
- o) Steel main and service pipe installation, trenching, pneumatic boring and/or directional drilling shall include, but not be limited to: stringing; pig sizing; pulling pipe back utilizing correct construction methodologies following current standards; laying pipe in trench; welding joints; the installation of sleeves or couplings; valves, drips, and miscellaneous main and service fittings (including steel to plastic adapters); riser installation; anodes; test stations; coating and wrapping of welded joints; inspection of the coating with a holiday detector; the repair of holidays or defects by coating and wrapping; blocking under pipe; marker tape, and bedding and padding as required.
- p) All spoils at a job site shall be brought to a facility approved by Avangrid.

1.3 NUMBERING METHODOLOGY

Generally, the Payment Identifiers (PIDs) conform to a numbering methodology described herein. The PID number consists of two parts – a prefix and a suffix. Where appropriate, the prefix identifies the “Family” and “Material” for the PID. The suffix identifies the “Size” and “Type” or “Location”. Values are assigned when appropriate.

X		X	XX	X	
<u>Family</u>		<u>Material</u>	<u>Size</u>	<u>Type / Location</u>	
Main	M	Plastic P	≤1" 01	New Development	0
Tie-in	T	Steel S	≤2" 02	Off Road	1
Service	S		4" 04	In Road	2
Restoration	R		6" 06	Tee	3
Misc.	MI		8" 08	Customer Trench	4
Labor	L		10" 10	Directional Drilling	5
Equipment	E		12" 12	Service Replacement	6
Labor & Equipment	LE		16" 16	Butt Connection	7
				Control Fitting	8
				Retirement	9



2. GAS MAIN INSTALLATION

2.1 GENERAL CLARIFICATIONS

Emphasis is always to be placed on utilizing the most efficient method for accomplishing this work with ditch width and site disturbance kept to a minimum. Restoration will be paid in accordance with Company standards.

The unit price for the installation of gas main up to and including 12" diameter Plastic (MDPE and HDPE) and 12" diameter Steel pipe is **all-inclusive**.

Hard surface restoration and/or **soft surface restoration**, special backfill, sand padding, and topsoil and seeding will be paid additional, at contract unit prices.

Note: Minimum footage requirements apply to the total project installation footage.

2.2 PAYMENT IDENTIFIERS

FOR PLASTIC PIPE INSTALLATION:

PID	UOM	PID Description
MP020	LF	Excavate and install ≤2" plastic main in New Development (100 ft. min)
MP040	LF	Excavate and install 4" plastic main in New Development (100 ft. min)
MP060	LF	Excavate and install 6" plastic main in New Development (100 ft. min)
MP080	LF	Excavate and install 8" plastic main in New Development (100 ft. min)
MP120	LF	Excavate and install 12" plastic main in New Development (100 ft. min)
MP024	LF	Install ≤2" plastic main in Customer trench (100 ft. min)
MP044	LF	Install 4" plastic main in Customer trench (100 ft. min)
MP064	LF	Install 6" plastic main in Customer trench (100 ft. min)
MP084	LF	Install 8" plastic main in Customer trench (100 ft. min)
MP124	LF	Install 12" plastic main in Customer trench (100 ft. min)
MP021	LF	Excavate and install ≤2" plastic main - Off Road (100 ft. min)
MP041	LF	Excavate and install 4" plastic main - Off Road (100 ft. min)
MP061	LF	Excavate and install 6" plastic main - Off Road (100 ft. min)
MP081	LF	Excavate and install 8" plastic main - Off Road (100 ft. min)
MP121	LF	Excavate and install 12" plastic main - Off Road (100 ft. min)
MP022	LF	Excavate and install ≤2" plastic main - In Road (100 ft. min)
MP042	LF	Excavate and install 4" plastic main - In Road (100 ft. min)
MP062	LF	Excavate and install 6" plastic main - In Road (100 ft. min)
MP082	LF	Excavate and install 8" plastic main - In Road (100 ft. min)
MP122	LF	Excavate and install 12" plastic main - In Road (100 ft. min)

FOR STEEL PIPE INSTALLATION:

PID	UOM	PID Description
MS021	LF	Excavate and install ≤2" Steel main - Off Road
MS041	LF	Excavate and install 4" Steel main - Off Road
MS061	LF	Excavate and install 6" Steel main - Off Road
MS081	LF	Excavate and install 8" Steel main - Off Road
MS101	LF	Excavate and install 10" Steel main - Off Road
MS121	LF	Excavate and install 12" Steel main - Off Road
MS022	LF	Excavate and install ≤2" Steel main - In Road
MS042	LF	Excavate and install 4" Steel main - In Road
MS062	LF	Excavate and install 6" Steel main - In Road
MS082	LF	Excavate and install 8" Steel main - In Road
MS102	LF	Excavate and install 10" Steel main - In Road
MS122	LF	Excavate and install 12" Steel main - In Road

FOR PLASTIC DIRECTIONAL DRILLING:

Note: Paid only when requested by the Company.

PID	UOM	PID Description
MP025	LF	≤2" Plastic Directional drilling for gas installation (100 ft. min)
MP045	LF	4" Plastic Directional drilling for gas installation (100 ft. min)
MP065	LF	6" Plastic Directional drilling for gas installation (100 ft. min)
MP085	LF	8" Plastic Directional drilling for gas installation (100 ft. min)
MP125	LF	12" Plastic Directional drilling for gas installation (100 ft. min)

FOR STEEL DIRECTIONAL DRILLING:

Note: Paid only when requested by the Company.

PID	UOM	PID Description
MS025	LF	≤2" Steel Directional drilling for gas installation (100 ft. min)
MS045	LF	4" Steel Directional drilling for gas installation (100 ft min)
MS065	LF	6" Steel Directional drilling for gas installation (100 ft min)
MS085	LF	8" Steel Directional drilling for gas installation (100 ft min)
MS105	LF	10" Steel Directional drilling for gas installation (100 ft min)
MS125	LF	12" Steel Directional drilling for gas installation (100 ft min)



FOR TIE-INS, CONNECTIONS, RETIREMENTS, CONTROL FITTINGS & BYPASSES:

The Company will determine who will perform the actual tie-in. The Contractor is responsible for excavation and backfill, installation and testing of fittings and assisting Company crews with actual tie-in.

Note: One (1) unit of 3-man crew time will be paid for each hour of down time beyond four (4) hours in circumstances where Company crews are unable to mobilize for scheduled tie-in operations.

TIE-INS USING PLASTIC HIGH VOLUME ELECTROFUSION TEES / SELF TAPPING TEE:

PID	UOM	PID Description
TP013	EA	Tie-In - Plastic High Volume Electrofusion Tees

TIE-INS USING STEEL TAPPING TEE:

PID	UOM	PID Description
TS023	EA	≤2" Tie-Ins Using Steel Tapping Tees
TS043	EA	4" Tie-Ins Using Steel Tapping Tees
TS063	EA	6" Tie-Ins Using Steel Tapping Tees
TS083	EA	8" Tie-Ins Using Steel Tapping Tees
TS103	EA	10" Tie-Ins Using Steel Tapping Tees
TS123	EA	12" Tie-Ins Using Steel Tapping Tees

INSTALLATION OF CONTROL FITTING – SPHERICAL (FULL ENCIRCLEMENT), TOP CONNECTION & LINE STOPPER:

The unit rate shall include, but not be limited to, welding of control fitting to existing pipeline. If the control fitting is used, a connection point for a tie-in for an extension of the installation of a pup piece is included in the unit price.

PID	UOM	PID Description
TS028	EA	≤2" Installation of Control fitting – Spherical / Full Encirclement
TS048	EA	4" Installation of Control Fitting – Spherical / Full Encirclement
TS068	EA	6" Installation of Control Fitting – Spherical / Full Encirclement
TS088	EA	8" Installation of Control Fitting – Spherical / Full Encirclement
TS108	EA	10" Installation of Control Fitting – Spherical / Full Encirclement
TS128	EA	12" Installation of Control Fitting – Spherical / Full Encirclement
T028	EA	≤2" Installation of control fitting – Top Connection Only (Line Stopper)
T048	EA	4" Installation of Control Fitting – Top Connection Only (Line Stopper)
T068	EA	6" Installation of Control Fitting – Top Connection Only (Line Stopper)
T088	EA	8" Installation of Control Fitting – Top Connection Only (Line Stopper)



T108	EA	10" Installation of Control Fitting – Top Connection Only (Line Stopper)
T128	EA	12" Installation of Control Fitting – Top Connection Only (Line Stopper)

TIE-IN BY BUTT CONNECTION:

The unit rate shall include, but not be limited to, fusing or coupling a new main line to an existing system when positive shutoff can be accomplished by squeezing off, by the use of an existing valve, bags, control fitting or short stop, bypass, testing and activating of new main.

PID	UOM	PID Description
T027	EA	≤2" Tie-In by Butt Connection
T037	EA	3" Tie-In by Butt Connection
T047	EA	4" Tie-In by Butt Connection
T067	EA	6" Tie-In by Butt Connection
T087	EA	8" Tie-In by Butt Connection
TS107	EA	10" Tie-In by Butt Connection
TS127	EA	12" Tie-In by Butt Connection

Retirement to be captured by applicable Pay ID. The unit rate shall include purging and sealing of old main (in same excavation).

PID	UOM	PID Description
T0279	EA	≤2" Retirement associated with Tie-In (in same excavation)
T0379	EA	3" Retirement associated with Tie-In (in same excavation)
T0479	EA	4" Retirement associated with Tie-In (in same excavation)
T0679	EA	6" Retirement associated with Tie-In (in same excavation)
T0879	EA	8" Retirement associated with Tie-In (in same excavation)
T1079	EA	10" Retirement associated with Tie-In (in same excavation)
T1279	EA	12" Retirement associated with Tie-In (in same excavation)

RETIREMENT:

The unit rate is to include preparation, purge out, retirement of main, fittings, wrapping, nitrogen, anodes, test leads, and strapping/anchoring couplings or caps where applicable.

Note: This is primarily to assist Company crews with the retirement of existing facilities; for use with retirement when not associated with a tie-in (separate excavation).



PID	UOM	PID Description
T029	EA	Excavate and perform ≤2" retirement
T039	EA	Excavate and perform 3" retirement
T049	EA	Excavate and perform 4" retirement
T069	EA	Excavate and perform 6" retirement
T089	EA	Excavate and perform 8" retirement
TS109	EA	Excavate and perform 10" retirement
TS129	EA	Excavate and perform 12" retirement
TS169	EA	Excavate and perform 16" retirement

BYPASS INSTALLATION:

Includes labor and equipment for up to 2 inch bypass installation (hose/pipe) installed in conjunction with a main tie-in (includes conversion or upgrading bypass). Price is paid for each bypass installed, not each connection to the main for a bypass.

PID	UOM	PID Description
T150	EA	≤2" by-pass installation

3. GAS SERVICE INSTALLATION

3.1 GENERAL CLARIFICATIONS

Gas Services shall be installed using a conventional method. Unit price per Linear foot is **all-inclusive** including, but not limited to, the excavation at the main, service attachment to the main, tapping the main, and **soft surface restoration**. Gas Services greater than two (2) inches in diameter will be paid out as equivalent size **main** work.

The unit rate for the installation of gas service up to and including 2" diameter Plastic (MDPE and HDPE) and 2" diameter Steel pipe is **all-inclusive**.

Note: In cases where the Contractor cannot provide a welder, the Company will receive a credit of seven (7) units of the certified welder and welding rig (**LE030**) contract unit rate. Miscellaneous materials required for installation (**sand, gravel, etc.**) are paid as additional line items and must be approved by the Company.

3.2 PAYMENT IDENTIFIERS

FOR GAS SERVICE: (MINIMUM PAYMENT 50')

PID	UOM	PID Description
SP010	LF	Excavate and install 1/2" - 1" plastic services in new development



SP020	LF	Excavate and install 1-1/4" - 2" plastic services in new development
SP012	LF	Excavate and install plastic 1/2" - 1" new services - In Road
SP022	LF	Excavate and install plastic 1-1/4" - 2" new services - In Road
SP011	LF	Excavate and install 1/2" - 1" plastic new services - Off Road
SP021	LF	Excavate and install 1-1/4" - 2" plastic new services - Off Road
SS010	LF	Excavate and install 1/2" - 1" steel services in new development
SS020	LF	Excavate and install 1-1/4" - 2" steel services in new development
SS012	LF	Excavate and install steel 1/2" - 1" new services - In Road
SS022	LF	Excavate and install steel 1-1/4" - 2" new services - In Road
SS011	LF	Excavate and install 1/2" - 1" steel new services - Off Road
SS021	LF	Excavate and install 1-1/4" - 2" steel new services - Off Road

FOR SCATTERED GAS SERVICE:

Long Side Direct Burial Services (2 lanes including shoulders): Will be paid for long side direct burial services where steel casing or carrier pipe has to be **Pneumatically Bored** under a two lane road including shoulders. Designated parking lanes will be paid under the Additional Lanes PID.

Long Side Direct Burial Services (additional lanes): Will be added for each additional lane crossed over the initial two (2) lanes including shoulders.

Note: S040 – Remobilization shall only be charged once per service. The unit rate covers both the mobilization for the service work and associated restoration work. For example: A scattered service is completed and associated restoration work is completed on a separate visit, the remobilization PID (S040) can only be charged once.

PID	UOM	PID Description
S040	EA	Remobilization
S060	EA	Long Side Service (2 lanes including shoulders)
S070	EA	Long Side Service (Additional Lanes and/or designated parking lane)

FOR GAS SERVICE (CUSTOMER TRENCH):

PID	UOM	PID Description
SP014	LF	Install 1/2" - 1" new service for Customer trench
SP024	LF	Install 1-1/4" - 2" new service for Customer trench



FOR GAS SERVICE REPLACEMENTS: (MINIMUM PAYMENT 50')

Gas Service Replacements are considered all-inclusive and include soft restoration.

Note: In cases of a meter move out, this contract unit rate includes up to 15 feet of outside service trenching work. When meter relocation exceeds 15 feet the Contractor shall be paid the difference at the direct burial PID rate. The total direct burial footage installed will be reduced by 15 feet (included with the [Meter Relocation](#) PIDs).

PID	UOM	PID Description
SP016	LF	Excavate and install ≤1" plastic direct burial gas service replacement Off Road. (50 ft. min)
SP026	LF	Excavate and install 1-1/4" - 2" plastic direct burial gas service replacement Off Road. (50 ft. min)

Retirement to be captured by applicable Pay ID. The unit rate shall include purging and sealing of old service (in same excavation).

PID	UOM	PID Description
SP017	EA	Retirement associated with ≤1" plastic direct burial gas service replacement Off Road
SP027	EA	Retirement associated with 1-1/4" - 2" plastic direct burial gas service replacement Off Road

FOR DIRECTIONAL DRILLING: (MINIMUM PAYMENT 50')

Note: Paid only when requested by the Company

PID	UOM	PID Description
SP025	LF	Directional Drilling: ≤2" Plastic Gas Service (50 ft. min)
SS025	LF	Directional Drilling: ≤2" Steel Gas Service (50 ft. min)

FOR GAS SERVICE TIE-OVER:

Gas Service Tie-Overs are considered **all-inclusive** and shall be charged when an Existing Service is moved from one Main to another. The distance between old main and new main is considered one hole.

Note: If the distance exceeds 12 feet, the excess footage will be paid at the footage price for type of condition (**in road** or **off road**). Costs included with the associated gas main tie-over include soft surface restoration and relight (up to two (2) meters). For additional information on relights see the [Meter](#) Section.

PID	UOM	PID Description
S130	EA	Gas Service Tie-Over



FOR REPLACEMENT SERVICE LINES (PLASTIC INSERTS/RELINE):

The insert cost includes: the excavation; retiring the old service; inserting with ≤2” plastic pipe; removing, adding or replacing the curb valve; reaming the old service line; installing the riser assembly or other house end apparatus; tees or other fittings; pressure testing the new service, and tapping the main. Cost also includes two holes, air test and **soft surface restoration**. If the distance between the old and new main exceeds 12 feet, the excess footage will be paid at the footage price for type of condition (**in road or off road**). **Hard surface restoration** will be paid in addition.

PID	UOM	PID Description
S090	EA	Replacement Service Lines (Plastic Reline): ≤2"
S100	LF	Partial Reline in road

Retirement to be captured by applicable Pay ID. The unit rate shall include purging and sealing of old service (in same excavation).

PID	UOM	PID Description
S095	EA	Retirement associated with Replacement Service Lines (Plastic Reline): ≤2"
S105	EA	Retirement associated with Partial Reline in road

FOR REPLACEMENT SERVICE EXTRA EXCAVATION RELINES:

Extra hole includes excavation, **off road** beyond two excavations for service. Use for offsets where you are unable to complete a reline, and additional excavations are required. This includes **soft surface restoration**.

PID	UOM	PID Description
S320	EA	Extra excavation Off Road beyond 2 excavations for service reline. Includes soft restoration

PAVEMENT CUT FOR SERVICE LINE REPLACEMENT:

Pavement cut one per service for reline.

PID	UOM	PID Description
S330	EA	Pavement cut (15 SF max)



FOR SERVICE RETIREMENT:

Excavate and perform retirement **off road** separate hole. Unit rate to include preparation, purge out, and service retirement. This includes **soft surface restoration**.

PID	UOM	PID Description
S350	EA	Service retirement Off Road, separate hole

FOR SERVICE RETIREMENT – NOT ASSOCIATED WITH A SERVICE REPLACEMENT:

Excavate and perform retirement off road. Unit price to include preparation, purge out, and service retirement. This includes **soft surface restoration**.

PID	UOM	PID Description
S370	EA	Service Retirement – not associated with a Service Replacement

4. METER INSTALLATION

4.1 GENERAL CLARIFICATIONS

The Contractor shall provide Customer gas service from the service valve to the Customer piping, including installation of pipe and fittings, installation of supplied meter, installation and adjustment of regulator, performing leakage test, and **relighting** Customer gas appliances/equipment. Complete all paperwork as required.

The Contractor is required to perform all meter work per Company O&M Manual standards/specifications.

All materials, supplies, and workmanship are subject to the Gas Construction and Installation Standards - Meters and Regulators and New York State Fuel Gas Code.

Corrugated Stainless Steel Tubing (CSST) shall be installed per manufacturer’s instructions.

The Contractor shall remove and rebuild all meter sets and/or regulators to the outside of the Customers’ facilities. The Company shall determine all exceptions to this requirement.

The Contractor shall complete Inside Service Retirement, including installing a cap on retired service penetration at basement wall. Contractor shall assure basement wall is sealed from water at retired service location.

The Contractor shall schedule the above work with the main pipeline Contractor with minimal inconvenience to Customers.



The Contractor will be responsible for notifying the residents in the work area of pending work. All appointments shall be made on weekdays, Monday through Friday. Re-establishment of Customer gas service shall be of primary priority.

The Contractor will repair any leaks found on newly installed piping the same day pipe is tested. When other serious problems are discovered the Contractor will take actions to make the situation safe and notify the Company's on-site representative.

The Contractor will supply materials and equipment to perform the described work except as noted below. Meter sets shall be painted Krylon Industrial, Iron Guard acrylic DTM Dark Machinery Gray, Item #K11006631 unless otherwise specified by a company representative. Only non-lead based Rectorseal #5 Special pipe dope is to be used.

AVANGRID will supply the following items:

- Meter Sets
- Meter Bars
- Plumbing Fittings
- Meter Gaskets
- Insulated Unions
- Swivels
- Vent Caps
- Paint
- Pipe Dope
- Never Seize
- Duct Seal
- Leak Detection Soap

The Contractor assumes full responsibility for ensuring that the Customers' premises are returned to an as-good or better condition after the work is completed. All damage complaints must be documented and resolved by the Contractor with notification to the Company. Failure to do so may result in termination of this agreement.

The Contractor is also responsible for:

- Providing total connected load information (the Company shall size and provide regulators, safety seals and meters),
- Performing inspection of Customers' equipment and piping in its entirety prior to interruption of service, and
- Returning all removed piping to the Company in designated dumpsters.



4.2 PAYMENT IDENTIFIERS

FOR REBUILD/RECONNECT RESIDENTIAL METER SET (UP TO AND INCLUDING AL-1000 METER):

Meter work for service line replacement, direct burial, short side tie-in, or long side tie-in. Includes meter work, relight and first 15 feet of fuel line (internal Customer piping).

In cases of a meter move out: this unit includes up to 15 feet of outside service trenching work.

PID	UOM	PID Description
S500	EA	Relight for any type of work that does not include meter work and only requires a relight (ex: tie-overs beyond two (2) meters)
S510	POST	Meter protection (see construction standards)
S170	EA	Labor and equipment to relocate (1) meter to outside. Includes vent/regulator inspection, meter exchange, and relight
S180	EA	Labor and equipment to relocate up to 15' of fuel line associated with meter relocation and/or service replacement. (For use with Capital work)
S185	EA	Labor and equipment to relocate up to 15' of fuel line associated with meter relocation and/or service replacement. (For use with O&M work)
S190	EA	Labor and equipment to relocate each additional meter. Includes vent/regulator inspection, and relight
S220	EA	Rebuild inside meter set. Only to be used when meter is left inside for service replacement or tie-in. Includes vent/regulator inspection, meter exchange, and relight
S230	EA	Install regulator on existing outside meter set for low pressure upgrade. Includes vent/regulator inspection
S260	EA	Install orifice on regulator, relight and check for proper operation following a low pressure upgrade. Includes vent/regulator inspection
S280	EA	Check meter, regulator orifice size and check for leaks on an outside meter set prior to a medium pressure upgrade.
S300	EA	Check regulator and check for leaks at an outside meter set following a medium pressure upgrade
S310	LF	Fuel Line installed beyond 15' after meter (for each additional foot)

5. RESTORATION

5.1 GENERAL CLARIFICATIONS

All **hard surface restoration** and **soft surface restoration** shall be completed per State or Local Municipality and Company standards and requirements to all disturbed sites, subject to final acceptance. Per standards and requirements, permanent restoration may be required prior to completion of the project.

5.1.1 HARD SURFACE RESTORATION PROCEDURES

Hard surface restoration striping must be completed per State and Local Municipality and Company standards and requirements within three (3) months of road cut completion.

If additional pavement cutbacks are required by State or Local Municipalities beyond specified permit conditions and/or construction drawings, the Contractor will be compensated upon approval by the Company. Compensation for cut-backs shall be through the increased number of Paving Units based on actual pavement restored with approval by Company representative.

Note: All pavement removals require an initial full depth pavement saw-cut prior to start of excavations for gas main and services.

Backfill with structural fill in 6" lifts under all sidewalks, roadways, driveways, or any other improvement, and compact to a minimum of 95%.

Final full depth saw-cut a straight edge on all existing asphalt, concrete and any other surface where permanent restoration is required following placement and compaction of crusher run subbase.

All debris from excavation and backfilling operations (rocks, roots branches, etc.) larger than three (3) inches shall be removed and disposed of by the Contractor at the time of backfilling.

Excavations in hard surface areas not receiving permanent restoration within two (2) weeks of finishing, backfilling shall be temporarily restored and maintained to within one half (1/2) inch of finished grade.

All finishes not accepted due to settling, finishing of the concrete or asphalt within 24 months from the date of installation shall be replaced by the Contractor at the Contractors' expense.

If disturbed, all survey and property pins shall be replaced by a licensed surveyor at the Contractor expense.

Spoils from excavation that will not be used as backfill shall not be stockpiled in the work area. It is the responsibility of the Contractor that all spoils at a job site shall be brought to a facility approved by Avangrid.

Curb boxes, other utilities, and pre-existing features damaged during the Contractors' operations shall be replaced at the Contractors' expense.

5.1.2 SOFT SURFACE RESTORATION PROCEDURES

The Contractor shall furnish the supervision, labor, equipment and material necessary to perform as required the restoration functions of: grading; leveling; clearing of debris; seed bed preparation, and the application of top soil, lime, fertilizer, seed and mulch, as described in the following:

Excavation in lawn areas shall be backfilled with suitable excavated material. Installed compacted in 12 inch lifts to achieve a minimum of 85% compaction.



All excavations in lawn areas not receiving restoration within two (2) weeks of backfilling shall be left within one (1) inch of final finished grade.

All debris from excavation and backfilling operations (rocks, roots branches, etc.) larger than three (3) inches shall be removed and disposed of by the Contractor at the time of backfilling.

SEED BED PREPARATIONS

- a) **Top Soil** - For residential lawns and areas maintained as mowed turf, where top soil has been removed or buried, sufficient top soil shall be placed on disturbed sites to bring the total depth to four inches minimum.

All top soil shall be a natural, friable, granular soil that contains not less than 6% or more than 12% organic matter. This soil shall be a sandy loam, not less than 20% or more than 65% passing a number 200 mesh sieve, uniform in composition and texture, and free from subsoil, stones greater than 1", seeds, plant roots, harmful chemicals or other foreign matter.

- b) **Grading** - For trench areas, where the fill has settled causing major depressions, additional fill shall be added and grading performed so as to conform all such areas to the existing grade while maintaining enough density to avoid future settlement.
- c) **Scarification** - Areas not requiring grading shall be scarified sufficiently to break up the surface crust immediately before seeding.
- d) **Liming** - The soil pH may require lime to be added to disturbed sites at the rates listed below according to pH:

<u>Soil pH Range</u>	<u>Liming Rate</u>
4.0 - 5.0	9 lb./100 sq. ft.
5.1 - 5.5	7 lb./100 sq. ft.
5.6 - 6.2	3.5 lb./100 sq. ft.

If a pH determination is not made, 9 lbs. lime per 100 sq. ft. may be applied. The lime shall be evenly distributed over the bare soil and incorporated into the soil during the scarification operation. If a hydro seeder is utilized for seeding, the lime may be applied at the time of seeding in the slurry with the seed and fertilizer.



The lime shall be ground agricultural lime containing a minimum of 88% of calcium and magnesium carbonates. 100% shall pass the 10 mesh sieve; a minimum of 90% shall pass the 20 mesh sieve; a minimum of 60% shall pass the 100 mesh sieve. The analysis labels from each bag or bulk shipment shall be supplied to the Company Inspector to verify application rates.

- e) **Fertilization** - Fertilizer may be applied to areas to be seeded at the rate of 1.0 lb. of 10-20-20 per 100 sq. ft. The fertilizer shall be evenly distributed over the bare soil and incorporated into the soil during scarification operation. The fertilizer should be applied at the time of seeding and included with the seed and lime. In no case shall the fertilization application precede the seeding operation by more than one week. The analysis labels for each bag of fertilizer shall be supplied to the Company Inspector as verification of application rates.

SEEDING

The seed mixture shall be evenly applied over the area to be seeded at the specified rate by a properly calibrated mechanical seed broadcaster. Seeding shall result in ground cover that is as good as or better than original ground cover.

- a) **Seed** - The seed to be applied shall be certified re-cleaned seed of the latest crop. The seed shall be delivered in the standard size bags of the vendor, showing species, weight, germination and purity. Specified seed quantities listed on the Seed Mixtures chart refer to pure live seed. Delivery tickets, labels or other evidence of amounts and locations of seed applied shall be supplied to the Company Inspector.
- b) **Legume Inoculants** - All seed of leguminous plants shall be inoculated prior to mixing or sowing unless accompanied by a certificate of pre-inoculation. When seed is to be sown dry and is to be inoculated, the culture shall be applied as directed by the manufacturer. The seed is then to be allowed to dry sufficiently in order to be in the proper condition for sowing. The inoculant shall be a standard culture of nitrogen-fixing bacteria not more than one year old. Seed must be sown within thirty hours after inoculation. If a hydro seeder is utilized for seeding, legumes shall be inoculated at a minimum of four times the rate recommended for dry seeding.
- c) **Seed Mixtures** - Unless otherwise specified by the Company Inspector, the seed mixture to be applied at each location shall be the Environmental Conservation Standard mix.

MULCH

Mulch shall be applied to seeded areas either at the time of seeding or within twenty-four hours after seeding. The mulch shall be evenly distributed over the seeded areas at the specified rate.

- a) **Straw Mulch** - Mulch shall consist of wheat or oat straws or other approved crops. Hay is not to be used. The material shall not contain more than 15% moisture by weight. Straw mulch shall be applied at the rate of two tons per acre.
- b) **Wood Fiber Mulch** - Wood fiber mulch shall be used in hydro seeding applications. The wood fiber mulch shall contain no germination or growth inhibiting factors. Wood fiber mulch shall be applied at the rate of 1,500 to 2,000 pounds per acre, or 3.4 to 4.6 lbs. per 100 sq. ft.
- c) **Mulch Binder** - On steep slopes, with grade over 15% or as designated by the Company Inspector, a mulch binder shall be applied as an overspray or it shall be included in the hydro seeder slurry. The mulch binder shall be applied according to the manufacturers' label directions. On slopes which require a mulch binder that are traversable with tracked equipment, the requirement for a mulch binder may be met by "tracking" with tracked equipment. "Tracking" shall consist of traversing up and down slopes with tracked equipment such that the tracks overlap. Tracking shall be done after seeding and mulching with straw mulch is completed.

5.1.3 GUARANTEE OF SEEDED AREAS

The Contractor shall guarantee quality through a uniform stand of the species that were seeded that is free of bare spots, ruts or other effects of poor germination or erosion, for up to 24 months of initial restoration activity, and may include going back to weed and feed, rake and reseed. The Company shall make the determination of acceptability. The timing of this determination shall depend on the seed formulation, weather conditions and the time of the year when seeding was done.

Those areas that are found unacceptable due to poor germination or erosion shall be reseeded by the Contractor, at the Contractor's expense.

5.1.4 SOFT SURFACE RESTORATION / SEED MIXTURE FOR RIGHT-OF-WAY RESTORATION

<u>SITE TYPE</u>	<u>WELL DRAINED, DRY SITES</u>		<u>POORLY DRAINED, WET SITES</u>	
Residential Lawn and Turf Areas	<u>Formula I</u>		<u>Formula II</u>	
	Kentucky Bluegrass	39 lbs./acre	Poa Trivialis	30 lbs./acre
	Creeping Red Fescue	35 lbs./acre	Kentucky Bluegrass	22 lbs./acre
	Pennfine perennial		Creeping Red Fescue	22 lbs./acre
	<u>Ryegrass</u>	<u>13 lbs./acre</u>	<u>Perennial Ryegrass</u>	<u>13 lbs./acre</u>
	TOTAL	87 lbs./acre	TOTAL	87 lbs./acre
	Seeding Rate 2 lbs /1000 sq. ft.		Seeding Rate 2 lbs /1000 sq. ft.	



Hay Fields or Pasture

Formula III *

Formula V *

Hay

Iroquois Alfalfa	12 lbs./acre
Smooth Bromegrass	
<u>(Southern Type)</u>	<u>8 lbs./acre</u>
TOTAL	20 lbs./acre

Red Top	3 lbs./acre
Timothy	3 lbs./acre
<u>Ladino Clover</u>	<u>1 lb./acre</u>
TOTAL	7 lbs./acre

(2)

(2)

Formula IV *

Formula VI *

Pasture

Alfalfa	5 lbs./acre
Medium Red Clover	5 lbs./acre
Timothy	5 lbs./acre
Perennial Ryegrass	3.75 lbs./acre
Kentucky Bluegrass	2.5 lbs./acre
Red Top	1.25 lbs./acre
Alsike Clover	1.25 lbs./acre
<u>Ladino Clover</u>	<u>1.25 lbs./acre</u>
TOTAL	25 lbs./acre

Climax Timothy	5 lbs./acre
Troy Kentucky Bluegrass	3.75 lbs./acre
Tetraploid Ryegrass	3.75 lbs./acre
Reed Canarygrass	3.75 lbs./acre
Empire Trefoil	2.5 lbs./acre
European Trefoil	2.5 lbs./acre
Alsike Clover	1.25 lbs./acre
<u>Ladino Clover</u>	<u>1.25 lbs./acre</u>
TOTAL	23.75 lbs./acre

SITE TYPE

WELL DRAINED, DRY SITES

POORLY DRAINED, WET SITES

(1)

(1)

Non Agricultural Land,

Formula VII *

Formula VIII *

Less than 30%

Creeping Red Fescue	22 lbs./acre
Kentucky #31 Tall Fescue	10 lbs./acre
Birdsfoot Trefoil	2 lbs./acre
Perennial Ryegrass	10 lbs./acre
Alsike Clover	2 lbs./acre
<u>Ladino Clover</u>	<u>2 lbs./acre</u>
TOTAL	48 lbs./acre

Kentucky #31 Tall Fescue	
Fescue	15 lbs./acre
Redtop	3 lbs./acre
Ladino Clover	2 lbs./acre
<u>Perennial Ryegrass</u>	<u>10 lbs./acre</u>
TOTAL	30 lbs./acre



(1)

Non Agricultural Land,	<u>Formula IX</u> *	
Cuts, Fills and Slopes		
Over 30%	Kentucky #31 Tall Fescue	15 lbs./acre
	Perennial Ryegrass	15 lbs./acre
	<u>Penngift Crownvetch</u>	<u>12 lbs./acre</u>
	TOTAL	42 lbs./acre

* Inoculant required.

(1) In addition to the given formula the following is to be seeded per acre:

- a. From 4/1 through 9/1, add 1 bushel Spring Oats (seed quality)
- b. From 9/1 through 4/1, add 1 bushel Cereal Rye (seed quality). If unavailable, add 1 bushel Winter Wheat

(2) This seed mixture is available as a pre-blended mixture from some commercial seed companies. Comparable mixtures may be substituted with the approval of a qualified Company Representative.

5.2 PAYMENT IDENTIFIERS

FOR SIDEWALK REMOVAL AND RESTORATION:

The unit rate shall include furnishing up to six (6) inch thickness, delivering, forming, doweling, installing and curing concrete. Rate includes temporary repair in winter or cold patch.

When required, handicap ramps must be ADA compliant. Handicap ramp installation will be paid at the concrete sidewalk replacement PID rate. Any additional ADA specified materials, such as a detectable warning surface, will be paid as pass-through costs and must be approved by the Company.

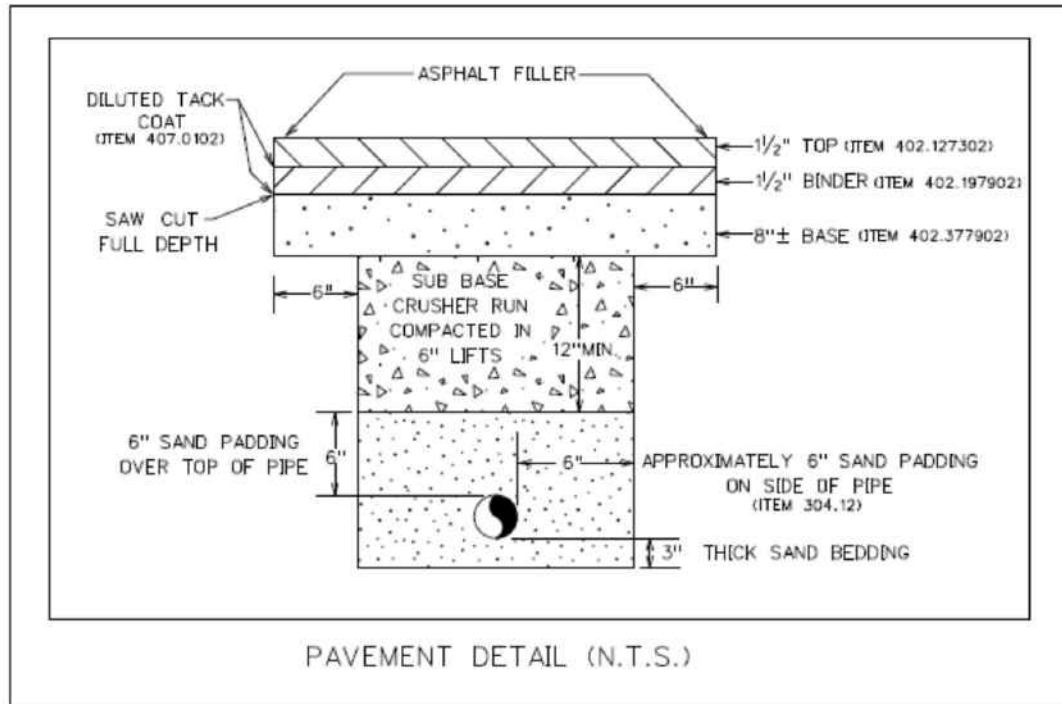
PID	UOM	PID Description
R010	SF	Install ≤50 SF complete concrete sidewalk replacement
R020	SF	Install >50 SF complete concrete sidewalk replacement

FOR STREET PAVEMENT REMOVAL AND RESTORATION - ASPHALT:

The unit rate shall include furnishing, delivering and installing asphalt pavement, and hot joint sealant. Odd binder depths are paid at the next highest dimension (e.g. 5" paid at 6").

Note: Required depths referenced by pavement detail are for representation only.





PID	UOM	PID Description
R030	SF	2" complete binder/ base asphalt replacement
R040	SF	4" complete binder/ base asphalt replacement
R050	SF	6" complete binder/ base asphalt replacement
R060	SF	8" complete binder/ base asphalt replacement
R070	SF	10" complete binder/ base asphalt replacement
R080	SF	12" complete binder/ base asphalt replacement
R090	SF	2" Top Course asphalt replacement
R100	SF	2" Cold Patch less than or equal to 100 SF
R105	Ton	2" Cold Patch greater than 100 SF

FOR STREET PAVEMENT REMOVAL AND RESTORATION - CONCRETE:

The unit rate shall include furnishing, delivering, forming, doweling, installing and curing concrete.

PID	UOM	PID Description
R110	SF	Concrete base for road cut (equal to asphalt up to 8")
R111	SF	Concrete base for road cut (each additional inch)

FOR STREET MILLING (REMOVAL):

The unit rate shall include milling of asphalt for asphalt replacement to meet State and Local Municipality standards.

PID	UOM	PID Description
R120	SF	For Street Milling (removal): 2" minimum depth removal

FOR CURB REMOVAL AND RESTORATION:

The unit rate shall include furnishing, delivering, forming, setting and installing curb per State and Local Municipality standards.

PID	UOM	PID Description
R130	LF	Curb Removal and Restoration: Concrete Curb Only
R132	LF	Curb Removal and Restoration: Concrete Curb with Gutter
R134	LF	Curb Removal and Restoration: Concrete Gutter Only
R136	LF	Curb Removal and Restoration: Granite or Stone Curbing
R140	LF	Curb Removal and Restoration: Asphalt Curb with Gutter
R142	LF	Curb Removal and Restoration: Asphalt Gutter Only

FOR SEEDING:

Work to include: providing and delivery of all material, grading, seedbed preparation including of topsoil, and seed application.

PID	UOM	PID Description
R200	LF	Full and final lawn restoration of the gas main using trenching installation method
R210	LF	Full and final lawn restoration of the gas main using directional drilling installation method
R220	LF	Perform seeding and straw mulching per SWPPP requirements

6. MISCELLANEOUS ACTIVITIES

FOR ROCK REMOVAL:

Rock Removal and hauling includes suitable replacement fill.

- Shale: >50 LF of trench to be paid at 50% PID MI010 rates
- Boulders: >0.5 CY or larger to be paid at PID MI010 rates.



PID	UOM	PID Description
MI010	CY	Rock removal and hauling includes labor and equipment on site and suitable replacement fill

FOR SPECIAL BACKFILL MATERIAL & CONDITIONS:

This includes material, delivery and placement.

PID	UOM	PID Description
MI020	Ton	Pick-up, placement and material (Sand) to worksite
MI030	Ton	Pick-up, placement and material (Processed Stone) to worksite

FOR FROST CONDITIONS (EXCAVATION):

These items shall be applicable for the cost of excavating during frost conditions at a depth in excess of 12-inch depth of frost (first 12 inches of frost are assumed to be included at no charge).

Note: Use of these PIDs must be pre-approved by the Company.

PID	UOM	PID Description
MI045	LF	Frost condition excavation >12" and ≤24"
MI046	LF	Frost condition excavation >24" and ≤36"
MI047	LF	Frost condition excavation >36" and ≤48"
MI048	LF	Frost condition excavation >48" and ≤60"
MI049	LF	Frost condition excavation >60"

FOR SILT FENCE:

PID	UOM	PID Description
MI050	LF	Provide, Install, maintain and remove silt fence

FOR SPOIL HAULING:

Note: To be used for spoil hauling and disposal when instances extend beyond one (1) hour.

PID	UOM	PID Description
MI051	HR	Spoil hauling and disposal; includes truck driver, with CDL and 14-yard dump truck



FOR SAW CUTTING TRENCH:

This unit is paid when cut trench is greater than six inches in depth, and is paid per linear foot of trench times two (2) when both sides of trench are cut.

PID	UOM	PID Description
MI060	LF	Saw Cutting Trench (additional)

7. LABOR AND EQUIPMENT ACTIVITIES

7.1 GENERAL CLARIFICATIONS

AVANGRID is requesting a crew-hour Bid to perform maintenance-type work or extra work that has not been addressed in the contract and cannot be accommodated with a unitized price. Authorization for invoking these rates must be obtained from AVANGRID prior to doing the work, or payment shall be denied. All leak repair crews will be equipped with an air mover (for purging).

Note: Use of these PIDs must be pre-approved by the Company.

7.2 PAYMENT IDENTIFIERS

FOR LABOR & EQUIPMENT CREWS:

- Two (2) Man Crew - Includes lead man, backhoe and operator, dump truck with trailer, air compressor, tamper, appropriate tools and signage.
- Three (3) Man Crew - Includes two (2) man crew and an additional laborer.
- Certified Welder and Rig – Includes welder, welding rig, tools, materials and equipment.
- Directional Drill Rig – Includes two (2) man crew, directional drill, vehicles, tools, materials and equipment.
- Meter Installer – Includes meter setter, vehicle and tools.
- Vacuum Excavation – Includes Two (2) man crew, vacuum excavation equipment and truck to tow equipment. All holes shall be backfilled at the completion of inspection

PID	UOM	PID Description
LE010	HR	2-man crew
LE020	HR	3-man crew
LE030	HR	Certified welder and welding rig
LE040	HR	Directional drilling hourly rate Rig- 2 Man crew
LE050	HR	Meter Installer



LE060	HR	Vacuum Excavation
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FOR LABOR:

Note: The following PIDs are only to be used for labor and must be approved by the Company.

PID	UOM	PID Description
L010	HR	Flagger
L020	HR	Foreman
L030	HR	Laborer
L040	HR	Meter Setter
L060	HR	Equipment Operator
L070	HR	Supervisor
L080	HR	Truck driver, with CDL

FOR EQUIPMENT:

Note: Use of these PIDs must be pre-approved by the Company.

PID	UOM	PID Description
E010	HR	Backhoe
E020	HR	7-yard dump truck
E030	HR	14-yard dump truck
E040	HR	Crew/Line truck
E050	HR	≤10 ton Track Excavator
E060	HR	> 10 ton to 25 ton Track Excavator
E070	HR	> 25 ton Track Excavator
E080	HR	Dozer
E090	HR	Light Duty Vehicle



List of Offers Received

[REDACTED]

[REDACTED]