



# **AGREEMENT**

**For**

**Circuit 806 Construction**

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This DESIGN, SUPPLY AND INSTALLATION AGREEMENT (this "Agreement") is made of July 10, 2020 by and between **Rochester Gas and Electric Corporation**, a New York corporation, 89 East Avenue Rochester, New York 14649 ("Owner" or "Company") and [REDACTED] ("Contractor" or "Supplier") [REDACTED] and covers the Contractor's performance of Work for the Owner, as provided hereunder, including all supplemental addenda hereto and all general and special provisions pertaining to the Work or materials therefore.

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

### **ARTICLE 1 – ORDER OF PRECEDENCE AND DEFINITIONS**

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

- The purchase order;
- The Appendix A (Specifications and Schedule); and
- This Agreement and the remaining appendices in the order listed.

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

1.2 "Affiliate" means with respect to a person or entity, any individual, corporation, partnership, firm, joint venture, association, Joint Stock Company, trust or other unincorporated organization, directly or indirectly controlling, controlled by, or under common control with, such person or entity. The term "control" shall mean the possession, directly or indirectly, of the power to direct the management or policies of a person or an entity. A voting interest of ten percent (10%) or more shall create a rebuttal presumption of control.

1.3 "Agreement Sum" means the total amount payable by the Owner to the Contractor for the performance of the Work under this Agreement.

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

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

the Work and include, if applicable, plans, elevations, sections, diagrams and other details as may be necessary or desirable to facilitate the effective, efficient and timely construction and commissioning of the Work.

- 1.5 “Energized” means operational, on-line and connected to the transmission system.
- 1.6 “Final Completion” means Substantial Completion has occurred, the Contractor has satisfactorily completed all of the items on the “punch-list”, the In-Service Date has been achieved, Owner has signed Appendix M (Certificate of Final Completion) and final payment is now due and owing.
- 1.7 “In-Service Date” means the date that Substantial Completion is achieved. Provided however, if the In-Service Date has not been achieved within sixty (60) days of Contractor’s Notice of Substantial Completion for reasons not attributable to Contractor, the In-Service Date shall be deemed to have been achieved upon expiration of that period.
- 1.8 “Project” means Owner’s Circuit 806 Construction
- 1.9 “Schedule” means the schedule included in Appendix A (Specifications and Schedule).
- 1.10 “Site” means the lands and improvements where the Project is located and the Work is to be installed, which lands and improvements are described in the Specifications.
- 1.11 “Site Access Date” means the site access date specified in Appendix C (Contract Datasheet) or in any notice to Contractor of a revision of the Site Access Date.
- 1.12 “Specifications” means scope of work document(s), technical specifications, Drawings and performance requirements, as listed in Appendix A (Specifications and Schedule) or as incorporated (by reference or otherwise) into this Agreement.
- 1.13 “Subcontractor” means the Contractor’s subcontractors, and such subcontractors’ subcontractors to include subcontractors of all tiers.
- 1.14 “Substantial Completion” means delivery by the Contractor of factory test results and completion of site inspection, testing and commissioning and certification that the Work is functionally complete.
- 1.15 “Substantial Completion Date” means the date set forth in Appendix C (Contract Datasheet), which is the date by which Substantial Completion must be achieved.
- 1.16 “Warranty Period” has the meaning set forth in Appendix C (Contract Datasheet).

- 1.17 “Work” or “Services” or “Scope of Work” means all design and installation services, labor, tools, equipment and material:
- a) to be provided by Contractor; and
  - b) under the financial and legal responsibility of Contractor.

## **ARTICLE 2 - OWNER**

The Owner is the person or organization identified as such in this Agreement. The term Owner means the Owner or an authorized representative of the Owner.

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

The Owner shall secure and pay for easements for permanent structures or permanent changes in existing facilities.

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

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

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

If the Contractor does not remove such defective or nonconforming Work within a reasonable time fixed by written notice from the Owner, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten days thereafter, the Owner

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

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

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

In the event of termination of this Agreement by the Owner because of Contractor's default or breach wherein Contractor has failed to correct or submit a plan to correct such default or breach within the period specified in Section 2.2 (Owner's Right to Correct Deficiencies), the Owner may take possession of the Site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method and means Owner may select subject to Owner's obligation to reasonably mitigate. In such case, the Contractor shall not be entitled to receive any further payment that may be due as provided by this Agreement, until the Work is finished.

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

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

- 2.4 Owner's Right to Suspend Work. The Owner may at any time suspend the Work or any part thereof, immediately and verbally for reasons of safety, or by giving reasonable notice to the Contractor in writing. The Work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the Owner to the Contractor to do so. The Owner shall reimburse the Contractor for reasonable expenses directly incurred by the Contractor in connection with the Work under this Agreement as a result of such suspension.

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

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

The Contractor shall furnish promptly without additional charge, all reasonable facilities, labor and materials necessary for the safe and convenient inspection that may be required by the Owner. All inspection by the Owner will be performed in such manner as will not unnecessarily delay the Work.

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

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



### **ARTICLE 3 - CONTRACTOR**

The Contractor is the person or organization identified as such in this Agreement. The term “Contractor” means the Contractor or an authorized representative of Contractor.

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

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

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

If the Owner refuses to accept any Contractor on the list submitted by the Contractor, the Contractor shall submit an acceptable substitute and the Agreement Sum shall be increased or decreased by the difference in cost occasioned by such substitute and an appropriate change order shall be issued; however, no increase in the Agreement Sum

shall be allowed for any substitution unless the Contractor has acted promptly and responsively in submitting for acceptance any list or list of names as required.

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

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

3.5 Contractor's Right To Terminate the Agreement. The Contractor may terminate this Agreement upon thirty (30) days' written notice to the Owner for any of the following reasons:

- a) if an order of any court or other public authority having jurisdiction, or any act of government caused the work to be stopped or suspended for a period of three months through no act or fault of the Contractor or Contractor's employees; or
- b) if the Owner should fail to pay the Contractor any undisputed sum within thirty days from the due date.

3.6 Emergencies. The Contractor shall perform any work and shall furnish and install any materials and equipment necessary during an emergency affecting the safety of persons and property. In all cases, Contractor shall notify the Owner of the emergency as soon as practicable, but shall not wait for instructions before proceeding to properly protect both life and property. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 9 for changes in the Work.

3.7 Removal of Equipment. In case of termination of this Agreement for any cause whatsoever, the Contractor, if notified to do so by the Owner, shall promptly remove any part or all of Contractor's equipment and supplies from the property of the Owner, failing which the Owner shall have the right to remove such equipment and supplies at the expense of the Contractor.

3.8 Cooperation. The Contractor shall cooperate with the Owner and any other contractors as directed by the Owner, who will establish the rights of the various interests involved. The Contractor shall properly connect and coordinate its Work with work done by others.

3.9 Use of Premises. The Contractor shall confine its apparatus, the storage of materials and the operations of its workmen to limits indicated by law, ordinances, permits and directions of the Owner and shall not unreasonably encumber the premises with its materials.

- 3.10 Layout of Work. It shall be the responsibility of the Contractor to lay out all structures and facilities and establish all grades for the same. Layout to be performed without a licensed surveyor. However, a license surveyor is required as a minimum in all manhole locations, as included in the Clarifications Appendix A.
- 3.11 Information Required of Contractor. The Contractor shall promptly furnish weights, bills of material and such other data as are reasonably required by Owner. When required by Owner, the Contractor shall furnish instructions for the installation, operation, care and maintenance of, and lists of recommended spare parts, for the material or equipment. Unless otherwise specified, four copies of such data shall be furnished.
- 3.12 Independent Contractor. Contractor shall at all times be an independent contractor and be responsible for all acts or omissions of its own employees and Subcontractors. No act or instruction of Owner shall be deemed to be the exercise of supervision or control of performance hereunder.

#### **ARTICLE 4 – SPECIFICATIONS AND QUALITY**

- 4.1 Adequacy. Owner shall be responsible for the adequacy of the design and for the sufficiency of the Drawings and Specifications.
- 4.2 Discrepancies. Any discrepancies, inconsistencies, or ambiguities found between the Drawings and Specifications and the site conditions shall be immediately reported to the Owner's field engineering supervisor, who shall promptly correct such inconsistencies or ambiguities in the Drawings or Specifications in writing. Any Work done after such discovery or after the Contractor should have reasonably made such discovery, unless authorized in writing by Owner, will be done at the Contractor's risk.
- 4.2 Additional Instructions. Owner may issue additional instructions during the progress of the Work by means of Drawings or other media necessary to illustrate changes in the Work.
- 4.3 Copies Furnished to Contractor and Ownership. Unless otherwise provided, the Contractor will be furnished, free of charge, all required copies of Drawings and Specifications necessary for the execution of the Work. All Drawings, Specifications and copies thereof furnished by the Owner are and shall remain the Owner's property. They are not to be used on any other project and sets are to be returned to Owner on request at the completion of the Work. The Contractor shall keep one copy of all Drawings and Specifications regarding the Work in good order, available to the engineer and to engineer's representative.
- 4.4 By executing this Agreement, the Contractor represents that it has visited the Site, familiarized itself with the local conditions under which the Work is to be performed, and

correlated its observations with all the requirements of this Agreement. The Owner assumes no responsibility whatsoever for ascertaining for the Contractor any facts which the Contractor could have ascertained for itself through such investigation; provided however, the Contractor shall be entitled to rely on the accuracy of all Owner-provided data and information.

- 4.5 Materials and Labor. Unless otherwise specifically noted, the Contractor shall provide and pay for all materials, labor, equipment, tools, water, heat, utilities, transportation and other facilities necessary for the proper execution and completion of the Work. The Contractor is responsible for providing workers, who must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. The Contractor shall at all times be responsible for the conduct and discipline of its employees and/or any Contractor or persons employed by Subcontractors.

Owner reserves the right to require the removal of any personnel of the Contractor who in Owner's opinion may be incompetent, careless, not qualified to perform the Work assigned, or who may have engaged in improper conduct.

- 4.6 Substitution. Certain products have been referred to by name and catalog number in this Agreement. No substitutes shall be made without prior written approval of the Owner.

- 4.7 Samples. All samples called for in this Agreement shall be furnished by the Contractor to illustrate materials, equipment or workmanship, and to establish standards by which the Work will be judged.

- 4.8 Shop Drawings. The Contractor shall provide shop drawings, setting schedules and other such drawings as may be necessary for the prosecution of the Work in the shop and in the field as required by the Specifications. Deviations from the Specifications shall be called to the attention of the Owner at the time of first submission of the Drawings. The Owner's approval of any Drawings shall not release the Contractor from responsibility for such deviations.

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

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

Any cost caused by defective or ill-timed work shall be borne by the party responsible therefore. The Contractor shall not endanger any work by cutting, excavating or

otherwise altering the Work and shall not cut or alter the work of any other contractor save with the consent of the Owner.

- 4.10 Warranty & Quality. Contractor warrants that the Work shall conform to the Specifications and be free from defect in design, material and workmanship and shall be fit for the purpose for which such Work is specified in this Agreement. Furthermore, Contractor warrants that all material and equipment supplied under this Agreement shall be new, free from defects and of the kind and quality required by the Specifications.
- 4.11 Contractor's warranty in Section 4.10. shall start:
- a) At the In-Service Date; or
  - b) Sixty (60) days following Substantial Completion, whichever occurs first, and end after the period indicated in Appendix C (Contract Datasheet).
- 4.12 If requested by Owner, Contractor shall furnish evidence as to the type and quality of Work supplied.
- 4.13 Contractor warrants that craft, technical, supervisory and professional personnel that are provided are highly qualified to perform the Work assigned and that the Work will be performed in accordance with this Agreement and any applicable law.
- 4.14 Following a written notice by Owner sent before the expiry of any warranties and guarantees under this Agreement, the Contractor shall be responsible for:
- a) the removal and replacement or modification of all Work which, in the opinion of Owner, is defective;
  - b) the restoration of all Work, and the work of others, which is disturbed or damaged in the course of removal and replacement or modification of the defective Work; and
  - c) all risks associated with:
    - i) the removal, including disposal and storage, of the defective Work; and
    - ii) the replacement or modification of the unsatisfactory Work, whether performed by the Contractor or by or on behalf of Owner.

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

- 4.15 Contractor shall have no obligation hereunder with respect to any Work which (i) has been improperly repaired or altered without Contractor's approval; (ii) has been subjected to misuse, negligence or accident by someone other than Contractor or its Subcontractors; or (iii) has been used in a manner contrary to Contractor's instructions without Contractor's approval.

- 4.16 Tests. The Contractor shall ascertain by tests or otherwise as agreed to by Owner and Contractor that the Work is in full accordance with this Agreement. Where practicable, all tests shall be made at the place of manufacture. The Contractor shall provide all facilities, apparatus and labor reasonably required for tests and shall bear all of its own expense thereof, except salaries and expenses of representatives of the Owner. The Contractor shall give the Owner at least seven (7) business days' advance written notice before shipment. Up to forty-eight (48) hours after receipt of such notice the Owner may require performance of tests to be witnessed by its representatives and/or require the Contractor to furnish three (3) certified copies of all tests for approval, prior to shipment. There shall be no additional charges for such witness tests or certified copies except as set forth in the Contractor's proposal. However, the Owner will bear the expense of tests conducted on its own premises, except salaries and expenses of representatives of the Contractor.
- 4.17 Packing and Marking. All material and equipment to be furnished by the Contractor shall be packed, crated or otherwise suitably protected to withstand shipment undamaged to the destination. Each package, crate or part shall be marked plainly with the name of the consignee, shipping destination, the Owner's order number, and such other markings as are required. Complete packing lists, one copy with each package and two (2) copies by mail to the Owner at time of shipment, shall be supplied showing contents and identity of each package.
- 4.19 Work Stoppage. Contractor's personnel shall not honor any union picket lines or strikes nor take part in any work slow down or stoppage nor refuse to report for work, unless such action is protected by any state or federal labor relations law. Notwithstanding the preceding sentence, Contractor shall retain the right to remove its employees from any situation it reasonably determines may pose an unreasonable health or safety risk. Except as set forth above, it shall be the obligation of the Contractor to supply a qualified work force. Owner may terminate this Agreement if Contractor fails to provide a qualified work force within 24 hours of Owner's notification to Contractor that a qualified work force has not been supplied.

#### **ARTICLE 5 – INSURANCE**

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

#### **ARTICLE 6 - LEGAL RESPONSIBILITY AND SAFETY**

- 6.1 Indemnification. Contractor will indemnify, defend at its expense and hold harmless the Owner and its Affiliates, directors, officers, employees, and agents (the "Indemnitee") from and against any and all claims, demands, suits, losses, costs, fees, damages or expenses it may suffer, or for which it may be held liable, whether including, without

limitation, reasonable expenses and attorneys fees incurred in the connection therewith, by reason of (A) any patent, trademark, or copyright infringement claim, or any design, device, process or procedure used, installed or provided by the Contractor or its agents or subcontractors under this Agreement; (B) any work-related accident or injury affecting an employee, agent or subcontractor of the Contractor, arising in connection with work performed under this Agreement; (C) any claim by an agency or instrumentality of the federal, state or any local government, or by an employee, agent or subcontractor of the Contractor alleging that (i) the 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 Owner permits identified in Appendix I, all permits, governmental fees and licenses necessary for the proper execution and completion of the Work shall be secured and paid for by the Contractor, unless otherwise specified in the Schedules to this Agreement. In the event of a delay in the issuance of any Owner permit identified in Appendix 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 Sum shall be adjusted by an amount equivalent to said increase.
- 6.5 Written Notice. Written notice shall be considered as duly served when delivered in person or sent by registered mail to the individual, member of the firm or officer of the corporation for whom it was intended, or to the last known business address.
- 6.6 Safety. See Appendix N (Contractors Safety Requirements) for Owner's Contractors Safety Requirements. Contractor is to follow these requirements at all times while performing work for Owner.

## **ARTICLE 7 - TIME**

- 7.1 Notice To Proceed. Following execution of this Agreement by the Owner and the Contractor, written notice to proceed with the Work shall be given by the Owner to the Contractor. The date to commence Work is the date established in the notice to proceed. If there is no notice to proceed, it shall be the date of this Agreement or such other date as may be specified by the Owner.



- 7.2 Schedule of Completion. Contractor shall perform the Work so that all of the milestone events are completed on or before the dates specified in Appendix A (Specifications and Schedule) for each milestone event.
- 7.3 Site Access Date. Contractor shall not enter or commence any portion of the Work on the Site until Owner notifies Contractor that all necessary clearances for the Work on Site have been obtained, which clearances should be granted on or before the Site Access Date specified in Appendix C (Contract Datasheet). Owner shall promptly advise Contractor of any change in Site Access Date. Any material postponement of the Site Access Date will be deemed proper cause for equitable adjustment. In the event of a delay in the issuance of any Owner permit identified in Appendix C (Contract Datasheet), for causes not attributable to either of the Parties, then it is agreed that a day for day delay in the schedule of performance shall be allowed as caused by such delayed permit issuance, together with an adjustment in the Agreement Sum due to such delay. In the event of a delay in the issuance of Owner provided Purchase Order for causes not attributable to the Contractor, it is agreed that a day for day delay in the schedule of performance shall be allowed as caused by such delayed Purchase Order issuance, together with an adjustment in the Agreement Sum due to such delay. Any delay caused by Owner shall be subject to extension of the schedule and an adjustment to the Agreement Sum when substantiated by the Contractor.
- 7.4 Substantial Completion. After Substantial Completion has been achieved, a Certificate of Substantial Completion shall be issued by the Owner. The Certificate does not relieve the Contractor of its obligation to complete all the Work including punch-list items as required to achieve Final Completion. It entitles the Owner to occupy the Work or designated portions thereof for the use for which it is specified. Title and risk of loss shall pass to Owner when Owner issues a Certificate of Substantial Completion or the Work is Energized, whichever comes first.
- 7.5 Progress and Completion. It is expressly understood by the Contractor and Owner that time is important in the performance of this Agreement.

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

- 7.6 Delay Damages. If the Contractor neglects, fails, or refuses to complete the Work within the time specified for Substantial Completion in this Agreement, then the Contractor does hereby agree to pay to the Owner, as liquidated damages ("Delay Liquidated Damages") and not as a penalty, the sum of one half of one percent (0.5%) of the Agreement Sum per week beyond the Substantial Completion Date in this Agreement until Substantial Completion is achieved. Such "Delay Liquidated Damages" shall never exceed five percent (5%) of the Agreement Price.

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

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

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

## **ARTICLE 8 - PAYMENTS**

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

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

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

- 8.2 Payments. On or before the tenth day of each month, or as otherwise agreed by the parties in writing, the Contractor shall submit to the Owner an itemized invoice showing the percentage and value of the Work completed during the previous month, including

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

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

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

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

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

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

When the above grounds are removed, or the Contractor provides a bond satisfactory to the Owner which will protect the Owner in the amount withheld, payment shall be made for such amounts withheld.

- 8.4 Payment Disclaimer. In no event shall payment or partial payment by Owner for any material or service rendered by Contractor be construed as Owner's acceptance of that material or service. Such payment by Owner to Contractor in no way releases Contractor from any of its obligations under this Agreement.
- 8.5 Final Completion and Final Payment. When the Contractor determines that the Work is substantially complete in accordance with this Agreement, the Contractor shall, together with Owner, prepare a punch-list of items to be completed or corrected by Contractor. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with this Agreement. When Contractor achieves Final Completion, upon receipt of written notice that the Work is ready for , final inspection and acceptance, and upon receipt of final invoice, the Owner will promptly make such inspection and, when Owner finds the Work conforming to this Agreement and this Agreement fully performed, Owner will make final payment in accordance with time periods set forth in Section 8.2.

The final payment (including the ten percent (10%) retainage) shall not become due until the Contractor submits to the Owner (i) an Affidavit that all Contractor's payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or its property might in any way be responsible, have been paid or otherwise satisfied, and (ii) consent of surety, if any, to final payment, and data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of this Agreement, to the extent and in such form as indicated in Section 8.2 and Appendix forms K-1 or K-2, as applicable. If any subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees provided that Contractor has failed to remove any such lien within a reasonable time after being notified of its filing.

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

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

- 1) outstanding liens;

- 2) faulty, defective, or nonconforming Work;
- 3) failure of the Work to comply with the requirements of this Agreement, or
- 4) terms of any warranties or guarantees required by this Agreement.

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

#### **ARTICLE 9 - CHANGES IN THE WORK**

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

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

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

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

If unit prices are stated in Appendix G (Change Order Pricing) or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed change order that application of the agreed unit prices to the quantities of work proposed will create a hardship on the Owner or the Contractor, the applicable unit prices shall be equitably adjusted to prevent such hardship. However, the Owner shall have the right to adjust the quantities provided in this Agreement by as much as 20% without a corresponding change in the unit price for the item(s) involved.

- 9.2 Differing Site Conditions. Should concealed conditions encountered in the performance of the Work below the surface of the ground be at variance with the conditions indicated by this Agreement or should unknown physical conditions below the surface of the ground of an unusual nature differing materially from those ordinarily encountered and generally

recognized as inherent in work of the character provided for in this Agreement be encountered, the Agreement Sum shall be equitably adjusted by change order upon claim by either party made within twenty (20) days after the first observance of the conditions.

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

#### **ARTICLE 10 - MISCELLANEOUS PROVISIONS**

- 10.1 Governing Law. This Agreement shall be governed by and construed according to the laws of the State of New York.
- 10.2 Non-Assignment. The Contractor shall not assign this Agreement in whole or in part nor any right hereunder without the prior written consent of Owner. The assignment by the Contractor of this Agreement or any interest therein, or of any money due or to become due by reason of the terms hereof without the prior written consent of Owner shall be void.
- 10.3 Cleaning Up. The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Work the Contractor shall remove from the Owner's property, and from all public and private property, all temporary structures, rubbish and waste materials, tools, construction equipment, machinery, and surplus materials, leaving the Site smooth, clean and true to line and grade.
- 10.4 Interest. Any moneys not paid when due to either party under this Agreement shall bear interest at the legal rate in force in the State of New York.
- 10.5 Arbitration. All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof, except for claims which have been waived by the making or acceptance of final payment as provided herein, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in force unless the parties mutually agree otherwise. Any arbitration proceedings shall take place in the State of New York. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration

law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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

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

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

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

- 10.6 Separate Agreements. The Owner may award other agreements in connection with other portions of the Project. The Contractor shall cooperate with other contractors with regard to storage of materials and equipment and the execution of their work. It shall be the Contractor's responsibility to inspect all work by other contractors affecting its Work and to report to the Owner any irregularities which will not permit it to complete its Work in a satisfactory manner. The Contractor shall not be responsible for defects of which Contractor could not have known, which develop in the work of others after the Work is completed.

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

- 10.7 Taxes.

1. All payments of sales and use tax on all purchases of tangible personal property for resale to the Owner pursuant to this Agreement shall be made by the Contractor.
2. The Contractor, with respect to its own employees agrees to assume full responsibility for the payment of any federal or state payroll taxes, or contributions, for unemployment insurance, old age pensions, annuities, and the like, in conformity with existing social security laws, and to indemnify the Owner against any liability therefor.

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

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

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

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

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

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



- 10.13 Setoff. Owner may set off against amounts payable to Contractor under this Agreement any claim or charge it may have against Contractor.
- 10.14 Equal Opportunity. Contractor 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. To the extent, if any, that the provisions of the following executive order and statutes, as amended or supplemented, along with their implementing regulations, apply to the performance of the Services by Supplier, the Supplier will comply with the applicable executive order, statutes and regulations : Section 202 of Executive Order 11246 (41 CFR § § 60, et seq.); Section 402 of the Vietnam Era Veterans Readjustment Act (41 CFR § § 60-250.1, et seq.); Section 503 of the Rehabilitation Act of 1973 (41 CFR § § 741.1, et seq.); and New York Executive Law §§ (5 NYCRR § § 140.1, et seq.). These regulations may require the Supplier to develop an Affirmative Action Compliance Program and file a standard Form 100 Report (EEO-1), or other reports, as prescribed.
- 10.15 Entire Agreement. This Agreement constitutes the entire agreement between the parties for the Work to be performed hereunder, and supersedes any prior communications, whether written or oral, between the parties as to such services.

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

- 10.16 Waiver. No waiver, alteration, consent, amendment or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the party to be bound.
- 10.17 Rights, Privileges, Remedies. All rights, privileges and remedies afforded each of the parties hereto by this Agreement shall be deemed cumulative and the exercise of any one or more of such rights or remedies shall not be deemed a waiver of any other right, privilege or remedy provided for herein or available at law or in equity.
- 10.18 Failure to Complain. Unless otherwise provided in this Agreement, the failure of any party hereto to complain of any act or omission on the part of the other party hereto, no matter how long the same may continue, shall not be deemed a waiver by said party of any of its rights hereunder. No waiver by any party hereto at any time, express or implied, of any

default or of any breach or modification of any provision of this Agreement shall be deemed a waiver of default, breach or modification of any other provision of this Agreement or a consent to any subsequent default, breach or modification.

- 10.19 Severability; Survival. In the event any provision hereof shall be declared invalid, that provision shall be deemed severable from the remaining provisions of this Agreement, which shall remain in full force and effect. All sections or provisions of this Agreement with terms containing obligations or duties which by their nature are to be or may be performed beyond any termination hereof, shall survive the termination of this Agreement without regard to the reason for termination, including, without limitation, provisions relating to indemnification, liability, confidentiality, warranty, etc.
- 10.20 Third Party Benefits. Except as may be specifically provided for herein, no provision of this Agreement is intended or is to be construed to be for the benefit of any third party.
- 10.21 Force Majeure; Impracticability; Excuse. Contractor shall not be charged with any liability for failure to perform when such failure is due to any cause beyond the control and without the fault or negligence of Contractor, except that adverse weather shall not be deemed a cause beyond the control of Contractor for purposes of this Agreement unless the adverse weather is unusually severe; as recorded by the National Oceanic and Atmospheric Administration over the past twenty-five (25) years in the vicinity of the Site or elsewhere 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.

The Owner and the Contractor expressly agree, notwithstanding any provision in this Agreement to the contrary, that:

- (i) as of the date of this Agreement, to the best of Supplier's knowledge, information and belief, there are no adverse effects or impacts to the Supplier's performance under this Agreement or to the pricing terms herein, arising out of or related to the existing COVID-19 pandemic; and
- (ii) In case the performance of Supplier will be affected under this Agreement by any new force majeure event as described in the first paragraph above after the date hereof concerning such COVID-19 pandemic, then Supplier shall give the Owner the highest priority, and most favorable terms, with respect to Contractor's other existing or future customers, for the duration of this Agreement and any related warranty period(s), including, without limitation, in connection with Contractor's performance obligations under this Agreement and timely delivery of all the

Works, including all terms relating to price, schedule, quantities, availability and specifications.

- 10.22 Employee Solicitation. Contractor understands and acknowledges that Owner 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 Owner. To the maximum extent permitted under applicable laws, the Contractor 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 Owner or its Affiliates during the term of this Agreement, with whom Contractor 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 Owner 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 Owner, and Contractor 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 Owner 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 Contractor from employing any person who contacts Contractor on his or her own initiative and without any solicitation by Contractor 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.
- 10.23 Ethics. Supplier shall comply with the AVANGRID Suppliers' Code of Ethics ("Suppliers' Code of Ethics") in connection with its performance under this Agreement. The Suppliers' Code of Ethics can be found at the AVANGRID website ([www.avangrid.com](http://www.avangrid.com)).
- 10.24 Performance Monitoring. Company will evaluate Contractors performance by utilizing Contractor corrective action reports and Contractor performance evaluation reports. The Contractor must provide upon request the OSHA incident rate and Experience modification rate for Company's review. The Company's project manager will evaluate the Contractor's performance upon the conclusion of the Work by completing the specified report. The Company will continuously monitor the Contractor's performance. Performance by a Contractor that is less than desirable may potentially eliminate this Contractor from bidding on future projects and/or lump sum projects.
- 10.25 Intentionally left blank
- 10.26 No Dispute. Contractor covenants that it is not aware of any pending billing dispute or other contractual dispute (pursuant to current contracts or contracts no longer in effect)

or any pending or threatened litigation between Contractor and/or any of Contractor's affiliates and Company and/or and of Company's affiliates.

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

Company Information:

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

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

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

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

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

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

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

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


- 10.29 Utilization of Small Business Concerns. Supplier and subcontractors of all tiers must comply with section 52.219-8 of the Federal Acquisition Regulation. This policy requires that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business, Alaskan Native Corporation, and Indian tribe concerns shall have the maximum practicable opportunity to participate in the performance of Services.
- 10.30 Small Business Subcontracting Plan. Some or all of the Goods and Services provided hereunder may be used in a contract with the federal government and, therefore, may be subject to the requirements of FAR section 52.219-9. If applicable, each Supplier (except small business concerns) whose contract is expected to exceed \$650,000 (\$1,500,000 for construction) and has subcontracting possibilities is required to submit an acceptable subcontracting plan to the Customer. The plan shall include spending goals with businesses that are defined by the U.S. Small Business Administration as small, women-owned small, veteran-owned small, service-disabled veteran-owned small, HUBZone, small disadvantaged (SDB), Alaskan Native Corporations, and Indian tribes. If the Supplier fails to submit a plan within the time limit prescribed by the Customer, Customer may terminate this Agreement.

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

**ARTICLE 11 – ACCEPTANCE**

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

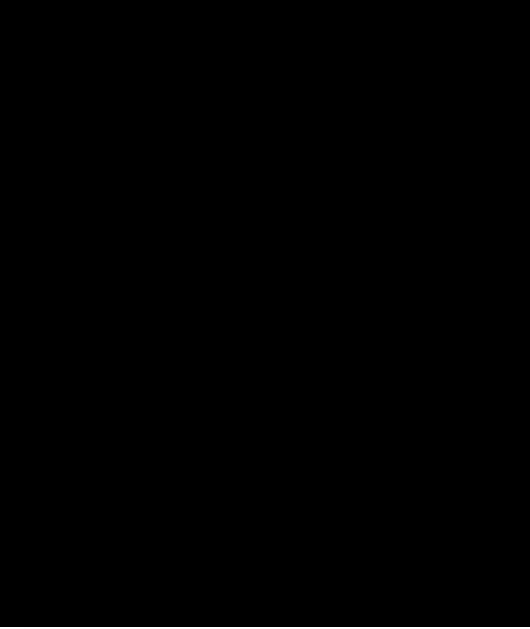
**Rochester Gas and Electric Corporation,**

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Signature


Robert Fitzgerald  
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VP - Controller AGR Networks  
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Title

8/25/2020  
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Date



**Rochester Gas and Electric Corporation,**

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Signature

Anthony Marone  
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President & CEO  
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Title

8/25/2020  
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Date

## **APPENDIX A Specifications and Schedule**

- R806-1-01UG-I-9002 Rev 0-0B Circuit 806 Construction Specification.PDF  
R806-1-01UG-D-1000 Rev 0-0B Cover Sheet.pdf
- R806-1-01UG-J-9000 Rev 1-0B Circuit 806 PayCU Bid Form.xlsx
- R806-1-13UG-D-0005 Rev 0-0B Plan and Profiles.pdf
- R806-1-13UG-D-0010 Rev 0-0B Cable Installation Plan.pdf
- R806-1-13UG-D-0003 Rev 0-0B Plan and Profiles.pdf
- R806-1-13UG-D-0004 Rev 0-0B Plan and Profiles.pdf
- R806-1-13UG-D-0001 Rev 0-0B Plan and Profiles.pdf
- R806-1-13UG-D-0002 Rev 0-0B Plan and Profiles.pdf
- R806-1-01UG-D-7035 Rev 0-0A Traffic Control Plan.pdf
- R806-1-01UG-D-7033 Rev 0-0A Traffic Control Plan.pdf
- R806-1-01UG-D-7034 Rev 0-0A Traffic Control Plan.pdf
- R806-1-01UG-D-7031 Rev 0-0A Traffic Control Plan.pdf
- R806-1-01UG-D-7032 Rev 0-0A Traffic Control Plan.pdf
- R806-1-01UG-D-7029 Rev 0-0A Traffic Control Plan.pdf
- R806-1-01UG-D-7030 Rev 0-0A Traffic Control Plan.pdf
- R806-1-01UG-D-7027 Rev 0-0A Traffic Control Plan.pdf
- R806-1-01UG-D-7028 Rev 0-0A Traffic Control Plan.pdf
- R806-1-01UG-D-7026 Rev 0-0A Traffic Control Plan.pdf
- R806-1-01UG-D-7024 Rev 0-0A Traffic Control Plan.pdf
- R806-1-01UG-D-7025 Rev 0-0A Traffic Control Plan.pdf
- R806-1-01UG-D-7022 Rev 0-0A Traffic Control Details.pdf
- R806-1-01UG-D-7023 Rev 0-0A Traffic Control Details.pdf
- R806-1-01UG-D-7020 Rev 0-0A Traffic Control Details.pdf
- R806-1-01UG-D-7021 Rev 0-0A Traffic Control Details.pdf

## Clarifications:

Question ID	Document	Page	Bidder Question	AVANGRID response
1	Restoration Notes	General Notes	Are we required to reconstruct islands/mill and pave the entire shaded areas as per note 1 in Restoration notes, or is the limits of pavement restoration general in nature only as per note 11 on the general notes page.?	General Notes #11 will be modified to read; Contractor shall repair or replace all areas disturbed with in kind materials. This note is intended to cover areas beyond the shaded areas clearly identified on the contract drawings as full restoration and defined by Note 1 in Restoration Notes. Meaning, if the contractor damages areas outside the shaded planned full restoration area, they are still required to restore them with in kind materials (asphalt, concrete, curbing, grass, trees, bushes, etc.)
2	Disposals			Contractor is responsible for removal/disposal of all spoils. Spoils must be landfill characterized and disposed of at an approved Waste Management Landfill by this contractor (Contractor must include Transportation and Disposal). No Hazardous Soils are anticipated.
3	Temporary Facilities			A Trailer already exists with temp power at ST 26 (31 Court Street). This contractor will take over rental of the Job Trailer, including space provided for the AVANGRID Field Construction Manager
4	Rock			Rock is anticipated and included in the PayCU Bid Sheet
5	Unit Pricing			Price off of the BoQ. The BOM denotes exact quantities and does not account for any spare, waste, or loss during installation. This Contractor is responsible for estimating correct take offs to provide a complete product as implied by the contract drawings. This contractor is responsible for all incidental materials, including but not limited to, truck stock, splices, conduit, etc.
6	Standby Time			Standby Time will not be recognized
7	Storage space is available onsite.			If additional storage and/or connex boxes are required, it will be the responsibility of this contractor.
8	Schedule			This contract award is expected by 7/1. All excavation civil work and pavement restoration is expected to be completed by 11/15. Cable Pull can be completed after this date, but must be completed by 12/15/2020, including testing and energization.
9	Project Execution Plan			A Project Specific Execution Plan must be provided as part of this Bid to ensure proper understanding of the project phasing requirements and safety measures including but not limited to traffic control. Failure to provide a project specific plan will be reason for bid disqualification
10	Restoration			Restoration of any areas affected and/or used by by this contractor in execution of this scope of work must be restored in kind
11	Site Security			This contractor is responsible for Site Security and Security of All materials onsite. However, Security Staffing is not a requirement of this project. Ensuring a secure jobsite locked, etc. is required.
12	Staking and Survey			One Call and Survey are the responsibility of this contractor for ALL Segments of the Alignment including the jack and bore location.
13	Invoices			Payment will be based on Field Verified Units Completed
14	Close Out Documents			All AVANGRID Required Close Out Documents will be required for final invoicing, including but not limited to Quality Documents, ITP's, Disposal, Environmental, Asbuilt/Redlines, etc.
15	Permits and Easements			Obtained by Owner
16	Is contractor responsible for removing existing cable from existing duct bank to install new cables or is there spare conduits in existing duct bank for new cables	N/A		The Conduit Routes have been cleaned and threaded, this scope of work, which includes new duct bank sections is being procured to address the sections where open ducts DO NOT exist. There are NO removals anticipated for this scope. This contractor is required to install the 750cmil reduced diameter cable from ST262 (250 Mount Hope) to ST26 (31 Court Street)
17	What is the distance from RG&E warehouse to Station 26	N/A		RG&E Warehouse is at 655 Basket Road, Webster, NY
18	Can due date time on 10/28/19 @ 12 PM be extended to 4 PM	N/A		Yes.



19	Any exception, deviation or clarification which is inconsistent with the provided AVANGRID tender documentation cannot be honored by this tender. Please ensure all pricing includes all services as outlined in the tender documentation. The Owner will provide clarifications, only if included on this tab. In acknowledgement of the aforementioned, the Owner & Contractor agree that there will be no need to respond to any deviation or exception.			Carry Over From Previous Bid Sheet, will be updated in Updated Bid Document Revision. "Circuit 806 Q A REV" will be utilized in this contract. General Clarifications Tab to be removed from future Bid Sheet revision
20	The quantities for this tender are fixed & cannot be modified by the Contractor. If the Contractor believes quantities are insufficient for the SOW, please include these on the "Non-Standard D" tab.			Carry Over From Previous Bid Sheet, will be updated in Updated Bid Document Revision. "Circuit 806 Q A REV" will be utilized in this contract. General Clarifications Tab to be removed from future Bid Sheet revision
21	If additional storage and/or connex boxes are required, it will be the responsibility of this contractor.			Carry Over From Previous Bid Sheet, will be updated in Updated Bid Document Revision. "Circuit 806 Q A REV" will be utilized in this contract. General Clarifications Tab to be removed from future Bid Sheet revision
22	A Project Specific Execution Plan must be provided to ensure proper understanding of the project phasing requirements and safety measures including but not limited to traffic control. Failure to provide a project specific plan will be reason for bid disqualification			Carry Over From Previous Bid Sheet, will be updated in Updated Bid Document Revision. "Circuit 806 Q A REV" will be utilized in this contract. General Clarifications Tab to be removed from future Bid Sheet revision.
23	Restoration of any areas affected and/or used by by this contractor in execution of this scope of work must be restored in kind.			Carry Over From Previous Bid Sheet, will be updated in Updated Bid Document Revision. "Circuit 806 Q A REV" will be utilized in this contract. General Clarifications Tab to be removed from future Bid Sheet revision
24	Clearing Is the responsibility of this contractor, including removal of vegetation waste from the ROW & disposal with an approved third party.			Carry Over From Previous Bid Sheet, will be updated in Updated Bid Document Revision. "Circuit 806 Q A REV" will be utilized in this contract. General Clarifications Tab to be removed from future Bid Sheet revision
25	This contractor is responsible for Site Security and Security of All materials onsite. However, Security Staffing is not a requirement of this project. Ensuring a secure jobsite locked, etc. is required.			Carry Over From Previous Bid Sheet, will be updated in Updated Bid Document Revision. "Circuit 806 Q A REV" will be utilized in this contract. General Clarifications Tab to be removed from future Bid Sheet revision
26	Payment will be based on Field Verified Units Completed			Carry Over From Previous Bid Sheet, will be updated in Updated Bid Document Revision. "Circuit 806 Q A REV" will be utilized in this contract. General Clarifications Tab to be removed from future Bid Sheet revision
27	All AVANGRID Required Close Out Documents will be required for final invoicing, including but not limited to Quality Documents, ITP's, Disposal, Environmental, Asbuilt/Redlines, etc.			Carry Over From Previous Bid Sheet, will be updated in Updated Bid Document Revision. "Circuit 806 Q A REV" will be utilized in this contract. General Clarifications Tab to be removed from future Bid Sheet revision

28	Bid pricing does not include Maintenance and Protection of Traffic because the Traffic Control Details (R806-1-01UG-D-7020, R806-1-01UG-D-7021, R806-1-01UG-D-7022, R806-1-01UG-D-7023, R806-1-01UG-D-7024) and Maintenance And Protection of Traffic Plans (R806-1-01UG-D-7025, R806-1-01UG-D-7026, R806-1-01UG-D-7027, R806-1-01UG-D-7028, R806-1-01UG-D-7029 and R806-1-01UG-D-7030) were not provided prior to the bid date of 10/28/19.			Traffic Control will be included in the Clarification Round Bid Update. This contractor must provide Traffic Control Pricing to complete this scope of work.
29	Bid pricing based on the Circuit 806 Installation Project drawings with revision date of 11/8/19.			Acknowledged 11/6/2019
30	All permits to be provided by owner.			Acknowledged 11/6/2019
31	Bid pricing is based on the work to be performed uninterrupted, if Contractor is delayed by cause of the Owner, stand by charges will be tracked and submitted for payment.			Standby Time will not be acknowledged. Contractor can expect 2 Mobilizations and Demobilizations to complete the duct bank and Pull into ST26. Ormazabal will be required to complete splices and terminations to 34kV GIS at ST26 and ST262, however, this contractor will need to provide Electrician Support at both stations (including manlift at ST26) to push the 750kcmil cable into the GIS one phase at a time. Anticipate 1 Day per phase to terminate to GIS.
32	Bid pricing includes the removing and resetting of disturbed existing curb only. If pre-existing condition of the granite curb is poor and cannot be reinstalled to city of Rochester specifications a price can be negotiated to provide new curb for installation.			Curb replacement is included in Pay CU bid form under Pay CU item TLNS13 and NCRE013.
33	Bid pricing does not include demolishing and removing conduits containing asbestos.			No Removals have been requested as part of this scope of work. Acknowledged 11/6/2019
34	Bid pricing does not include job trailers.			See question No 3. This contractor must maintain the existing facilities.
35	Bid pricing does not include snow removal.			Acknowledged 11/6/2019
36	Bid pricing includes labor and material for field changes +/- 6" horizontally and vertically from the proposed design for the duct bank alignment, profile or duct bank configuration to accommodate actual field conditions.			Acknowledged 11/6/2019
37	Bid pricing does not include construction staking.			Survey and Staking will be the responsibility of this contractor to verify asbuilt conditions, including accurate redlines. A licensed surveyor will be required at a minimum all New Manhole Locations.
38	Bid pricing does not include temporary utilities.			See question No 3. This contractor must maintain the existing facilities.
39	Construction Work List item - Cover #5 Manhole Solit			Pricing is requested in the Construction Work List. This is reference pricing to be utilized if new scope is required, material reference costs are available for this tender.
40	Construction Work List item - Frame #5 Manhole			Pricing is requested in the Construction Work List. This is reference pricing to be utilized if new scope is required, material reference costs are available for this tender.
41	Construction Work List item - Manhole, Precast 6'x12'x7' 36" DIA			Pricing is requested in the Construction Work List. This is reference pricing to be utilized if new scope is required, material reference costs are available for this tender.

42	Contractor cannot guarantee the project to be completed in a six-month time frame due to any unforeseen conditions or events that may arise but Contractor will make it priority to meet that time frame.			Acknowledged 11/6/2019
43	Bid pricing includes manholes to be grounded per the Manhole Grounding Detail on Drawing Circuit 806-1-01UG-D-7002 Rev 0-0A.			Acknowledged 11/6/2019
44	In the event of exposing an existing utility that is not located at the depth indicated on the project plans & profiles, hand excavate or vacuum excavate 24 inches horizontally within the proposed trench and 12 inches vertically within the proposed trench.			Means and Methods for safe excavation is the responsibility of this contractor.
45	Bid pricing does not include field bending of ducts with conduit heating and bending process.			Means and Methods for safe excavation is the responsibility of this contractor.
46	Bid pricing does not include thermalized concrete or backfill.			Acknowledged 11/6/2019
47	Contractor shall backfill and compact the trench the next business day.			Open Trench must be covered with Road Plate during non-construction working hours.
48	Bid pricing does not include test pitting of existing utilities prior to trench excavation, if needed a price can be negotiated.			Means and Methods for safe excavation is the responsibility of this contractor. Publicly available utility stake out is included in the bid package, however, safe excavation is the responsibility of this contractor.
49	Bid pricing does not include the relocation of signs within the project limits.			Acknowledged 11/6/2019
50	Bid pricing includes existing signs disturbed by construction to be reset on existing poles.			Damaged signs must be replaced per city specifications.
51	Bid pricing does not include staging of excavated material and/or excavated material re-handling, if needed a price can be negotiated.			Landfill Profiles will be completed by Owner to WM Landfill (Millseat or High Acres), spoils handling will be the responsibility of this contractor, including coordination with the landfill for disposal. Any landfill limitations will be included in this contractors means and methods. Including staging and/or re-handling if this contractor deems necessary to meet the requested schedule.
52	Bid pricing does not include sheeting, if required a negotiated price can be provided.			Means and Methods for safe excavation is the responsibility of this contractor. Safe Shoring is the responsibility of this contractor wherever shoring is required.
53	Bid pricing does not include adjusting the rims of all manholes, catch basins, valve boxes, and other utility site structures.			Acknowledged 11/6/2019

54	Bid pricing does not include working during the winter months (11/15 to 4/1).			This contract award is expected by 7/1. All excavation civil work and pavement restoration is expected to be completed by 11/15. Cable Pull can be completed after this date, but must be completed by 12/15/2020, including testing and energization.
55	Bid Pricing does not include power rodding.			All Bid Pricing must be included to be considered for award.
56	Cable must be received from Avangrid on 3C – 750 single reels for installation.			Cable is available as 1C - 750 Single Reels. This contractor must plan accordingly.
57	Any reel modification to the supplied cable reels will be an additional charge.			Reel Modification additional charges will NOT be considered
59	If 1C – 750 single cable reels need to be combined to make 3C – 750 single reels there will additional charges to cover all labor, material, and special equipment required to perform the task.			See answer to question 74
60	Contractor is not responsible for any damage to existing underground ducts due to the break down of the materials used in previous installations.			Acknowledged 11/6/2019. Contractor must make every attempt to maintain integrity of existing ducts. However, this comment is understood.
61	Final schedules will be affected depending on the material at time of pick up.			This contract award is expected by 7/1. All excavation civil work and pavement restoration is expected to be completed by 11/15. Cable Pull can be completed after this date, but must be completed by 12/15/2020, including testing and energization.

**APPENDIX B Agreement Sum and Payment Schedule**

Source Document: R806-1-01UG-J-9000 Rev 2-0C Circuit 806 PayCU Bid Form.xlsx

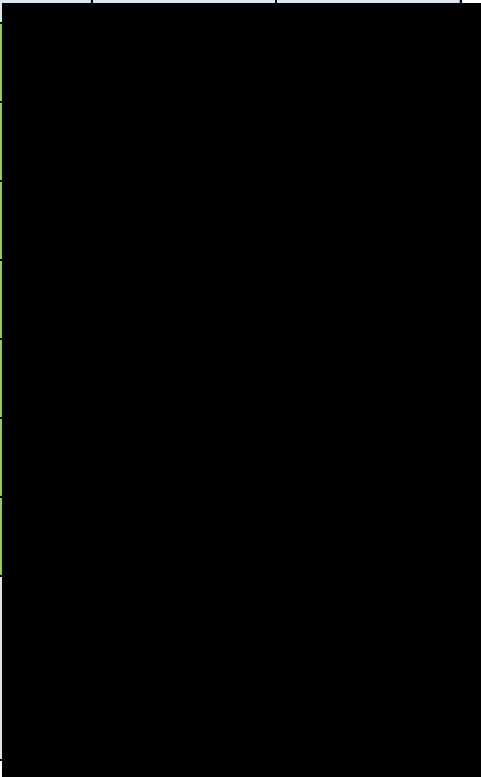
AVANGRID Electric Construction - Distribution					
OpCo:	RG&E	Service Area :	Rochester Central	Project Manager:	
					Date
					9/3/2019
PayCU	CATEGORY	PayCU ACTIVITY	PayCU ITEM DESCRIPTION	Applicable Standards & Notes	UNIT
UGSP005	URDSplice	Install vault stretcher splice	Includes all connections and assembly if required	UIDCS 250 - Splices CMP 360 - UG and URD Systems; 390 - Clamps and Connectors	Each

PayCU	CATEGORY	PayCU ACTIVITY	PayCU ITEM DESCRIPTION	Applicable Standards & Notes	UNIT	QTY.	Total Price per Unit	Total Contract Price
NCCO004	Civil Conduit - Clearing	Compressed Air	Blow pig or mouse through conduit with compressed air. Per individual conduit. Adjacent conduits may have energized cables.		Linear Foot			
NCCO005	Civil Conduit - Clearing	Duct Clearing - Mandrel	Proofing a cleared conduit with a mandrel to validate it is suitable for cable installation. Per individual conduit.		Linear Foot			
NCCO007	Civil Conduit - Clearing	Duct Clear - Hand Rodding	Hand rodding or snake through the conduit. Per individual conduit. Adjacent conduits may have energized cables.		Linear Foot			
NCCO008	Civil Conduit - Clearing	Install Mule Tape	Work includes installation of Mule Tape (thread rope with foot indicators) after conduit(s) are cleared or proofed.	Must have foot indicators	Linear Foot			
NCCO009	Civil Conduit - Clearing	Power Rodding	Power rodding - Per individual conduit. Adjacent conduits may have energized cables.		Linear Foot			
NCCO011	Civil Conduit - Terminate	Duct Installation in Structure	Terminate conduit(s) into structure per company drawing(s) and company specifications. Seal conduit(s) using Jackmoon plug or equivalent. Size	Terminate each conduit at structure face of wall .	Each Conduit			
NCCO026	Civil Conduit PVC	6-inch PVC Duct Installation	Conduit installation in trench for PVC conduit 6-inch diameter. PayCU includes all fittings, glue and solvent, chairs and supports, installation of warning tape as well as coupling of the conduit connections as required. Installed per company specifications.	Assemble and install typical duct/conduit bank between termination points - Fiberglass composite - refer to the drawings for configuration. The unit provides payment per linear conduit foot, job specification will identify the configuration.	Linear Foot of Conduit proofed and accepted			
NCCO032	Civil Conduit w Encasement	Concrete Encasement	A full red-dyed 3000psi concrete encasement of the conduit per company drawing(s) and company specifications. All concrete shall be vibrated to ensure full encasement around the conduit bank.		Cubic Yard			
NCEX001	Civil Excavation	Excavation Rock	Includes the labor, equipment and shoring to remove rock		Cubic Yard			
NCEX002	Civil Excavation	Excavation-Concrete Pavement	Includes the labor, equipment, dewatering and shoring to remove concrete paving	This item includes all required excavation other than rock.	Cubic Yard			
NCEX003	Civil Excavation	Saw Cutting-Bituminous	Includes the labor and equipment to saw cut bituminous up to and including 12 inches thick.	Per company drawing(s) and company specifications	Linear Foot			
NCPR006	Civil Protection	Traffic Control Zone for Street Work/Job Site	Set up and maintain and take down job site protection including advance warning, transition and termination areas signage and cone layout as	Site specific - duration will vary - covers the active work area until work completed	Per Job Location/ Per Day			

NCRE009	Civil Restoration - Asphalt Milling	Permanent Restoration	Provide labor, equipment and material to mill and pave roadway (up to 2") per company and municipal specifications. Includes removal of millings. 251-500 sq. yds.	Used in conjunction with PayCU NCRE001 Hot Seal Joints. The pricing for material work will be adjusted at the time of construction based on the Material Price Index and agreement with the company.	Square Yard	
NCRE014	Civil Restoration - Curbing	Granite	Install/replace granite curbing disturbed due to site work.	Refer to the drawings for specifications and details Contractor to provide and install all materials	Linear Foot	
NCRE016	Civil Restoration - Sidewalk	Concrete	Installation of concrete sidewalk; per municipal specifications - forming, required reinforcing, expansion joint, edging, and finish	Refer to the drawings for specifications and details - varies by location	Square Foot	
NCST025	Civil Structures	Install Ground Grid	Install a 4/0 bare copper ground grid per company drawings and specifications using approved materials	NY and ME materials to be provided by company, and in CT contractor to supply company approved materials.	Linear Foot	
NCST026	Civil Structures	Install Ground Rods	Install 3/4" copperclad ground rods per company drawings and specifications using approved materials.	Contractor to supply company approved materials.	Each	
NCST045	Civil Structures - F&C	Splice Chamber Frame & Cover	Install riser consisting of concrete brick or precast ring in accordance with company drawings and specifications. Set frame and cover 36"	Top of frame and cover should be flush with final grade. As required by the municipality with authority.	Each	



PayCU	CATEGORY	SUGGESTED FUTURE TAB	PayCU ACTIMTY	PayCU ITEM DESCRIPTION	Applicable Standards & Notes	UNIT	QTY.	Total Price per Unit	Total Contract Price
TLNS06	Non-Standard	UG PCUs	Cold Patch	Installation of > 100 sq. ft. cold/perma patch using tar or poly paper as required. Includes compacting with tamper.		Square Feet			
TLNS07	Non-Standard	UG PCUs	Cold Patch	Removal of cold/perma patch along with tar or poly paper as required.		Square Feet			
TLNS14	Non-Standard	UG PCUs	Seeding	Installation of top soil , seed and hay, 2 to 4-inches" >100 sq. ft.		Square Foot			
TLNS18	Non-Standard	UG PCUs	Concrete Manhole	Install 6' by 12' by 7' or equivalent Concrete Manhole. Includes rigging, setting, installation of sealant of two piece splice chamber, dewatering, and base		Each			
TLNS23	Non-Standard	UG PCUs	Install cold shrink straight splice	Install cold shrink straight splice includes electronic markers, bonding of ground grid and concentric neutrals, and fire taping.	Differentiates between TL & Dist. SOW Splice kits shall include grounding kits for external grounds.	Each			
TLNS26	Non-Standard	UG PCUs	Disposal of Excavated Materials to Landfill	Includes all costs associated with transport and disposal of excavated materials to landfill		T on			
TLNS28	Non-Standard	UG PCUs	Cable Pulling 750 MCM	3 - 1/C 750 MCM includes all three conductors; 1 Cable	Differentiates between cable sizes & TL/Dist. SOW	Linear Foot			
TLNS29	Non-Standard	UG PCUs	Trenchless Installation - Jack & Bore	Provide and install 36" steel casing in rock at depth shown on profile. Item includes the installation of conduit within casing and conduit spacers. Excavation, backfill, excavation support, and grout are to be included in this item. Restoration will be covered under appropriate items.		Linear Foot			



**APPENDIX C Contract Datasheet**

<b>Section</b>	<b>Item</b>	<b>Contract Data</b>
	Contract Currency	US Dollars (USD)
	Warranty Period	Two (2) years
	Owner Permits	See Appendix I (Permits)
1.11	Site Access Date	7/1/2020
1.15	Substantial Completion Date	12/15/2020
1.4	Final Completion Date	12/15/2020
	Project e-mail	Keipper, Christopher : Christopher_Keipper@rge.com

**APPENDIX D Contractor's Key Personnel and Subcontractors**

**Potential Site Works Sub-Contractors:**

Civil Design:

Civil Works:

Installation:

Other Considerations:

**APPENDIX E Notices**

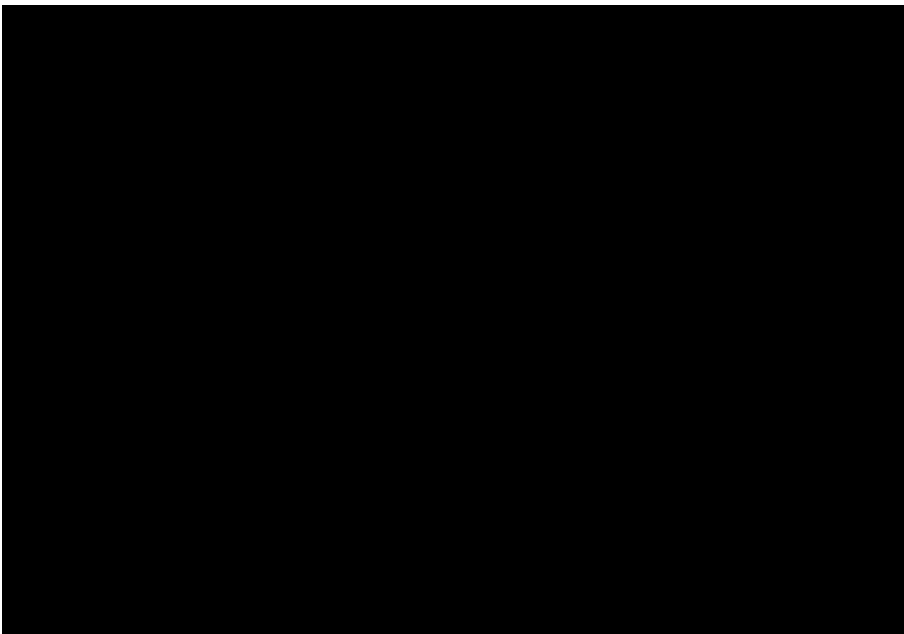
Along with all other correspondence requirements included in this Construction Agreement, any notice, request, approval or other document required or permitted to be given under this Master Agreement shall be in writing and shall be deemed to have been sufficiently given when delivered in person or deposited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

All communications to AVANGRID shall be directed to:

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

CC:  
Rochester Gas and Electric Corporation,  
Chris Keipper – Project Manager  
1300 Scottsville Road, Rochester, NY 14624

All communications to Supplier shall be directed to:





**APPENDIX G Change Order Pricing**

**1. General**

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

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

**2. Fixed Price Lump Sum**

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

**3. Fixed Unit Price**

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

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

**Table of Unit Prices for Defined Scopes of Work**

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

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

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

<i>To be Developed from RFP Proposal Form</i>			
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Any unit prices for labor not identified on the above Table shall be established consistent with the methodology used for pricing time and materials change orders in Section 4.

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

<i>To be Developed from RFP Proposal Form</i>			
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Any unit prices for equipment not identified on the above Table shall be established consistent with the methodology used for pricing time and materials change orders in Section 4 of this Appendix.

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

**4. Time and Material**

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

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

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

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

*(i) Direct Labor*

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

*(ii) Labor Burden*

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

*(iii) Materials*

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

*(iv) Equipment*

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

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

*(v) General Liability Insurance and Performance Bond*

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

*(vi) Markup Percentage Fee*

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



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

and

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

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

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

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


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

## **5. Equipment**

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

**APPENDIX H Change Order Request Form**

(Sample)

CHANGE ORDER REQUEST			
 <i>NYS Electric &amp; Gas</i>		P.O. Number:	39890
		Contract Title:	Transmission Lines
		Contract No.:	CUN-MPRP-SS-0000
		COR No.:	00001
		Date:	September 01, 2009
		COR Title:	Design COR
<b>From: Contractor</b> XYZ Contracting 123 Main St Anytown, MD 20601 Phone: (202) 555-9842		<b>To:</b> Central Alpine Power Company 83 Edison Drive Augusta, ME 04315 Phone: (201) 555-4085	
Change Sign Number: 00001		Reason Code:	
Description of Change:			
<b>SUMMARY</b>			
		<b>BREAKDOWN OF WORK</b>	
Item	Description of Work	Quantity	Units
0001	Labor Expense & Material		
			Unit Price
			Net Amount
			\$1,000.00
			\$: 100.00
		<b>TOTAL :</b>	<b>\$1,000.00</b>

## **APPENDIX I Permits**

### **1. General**

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

### **2. Contractor Permit Obligations**

Upon Owner's written request, Contractor shall secure and maintain, [subject to reimbursement by Owner as provided in this Agreement,] all Permits other than Owner Permits for the Work.

## **APPENDIX J Insurance Requirements**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**APPENDIX K-1 Lien and Waiver Release**

**TO ACCOMPANY EACH INVOICE**

[LETTERHEAD OF CONTRACTOR]

DATE: [REDACTED]

TO:

[INSERT ADDRESS]

1. [REDACTED] ("Company" or "Owner") and [REDACTED] ("Contractor") have entered into an Agreement, dated [REDACTED], (the "Agreement"), pursuant to which Contractor is to provide services in connection with (the "Project").
2. Section 8.2 of the Agreement provides, among other things, that, each invoice shall be accompanied by (i) the Contractor's waiver and release, subject to payment of the invoice by the Owner, of liens and claims relating to Work for which the Invoice or any prior invoice have been submitted, and (ii) a certificate that the Site, Work, materials and equipment described in the invoice and in all previous invoices are free and clear of all liens other than any liens extinguished upon receipt of payment by Contractor of such invoice. Contractor provides this instrument in order to satisfy the requirements of the aforesaid Section 8.2 in relation to Contractor's invoice no. [to be inserted] dated [to be inserted] (the "Invoice").

NOW THEREFOR:

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

financing statement and (b) the amendment releases from the collateral under such financing statement any collateral released by this instrument from any lien, security interest or claim in favor of Contractor, or with respect to which Contractor waived its right to file any lien, security interest or claim.

3. Contractor certifies that:

- 3.1 All amounts that were due and payable in connection with the Work or the Project under invoices issued prior to the Invoice have been paid by Company save in relation to Retainage and Punchlist Withholding, if any, which Contractor acknowledges that Company is withholding in accordance with Sections 3.9 and Section 4.4 of the Agreement and (b) [REDACTED] under Invoices Nos. [REDACTED], which are subject to dispute with Company.
- 3.2 Contractor has not directly or indirectly created any Contractor Lien relating to the Work, the Project, the Site or any part thereof or interest therein;
- 3.3 Contractor has promptly paid and discharged any Contractor Liens which, it suffered to be created by any Subcontractor, employee, laborer, mechanic, materialman or other supplier of goods or services relating to the Work, the Project, the Site or any part thereof or interest therein, except to the extent Lien Security has been provided by Contractor in connection therewith; and
- 3.4 Title to all Work is free and clear of any and all liens, claims, charges, security interests, encumbrances and rights of Persons other than Company arising as a result of any actions or failure to act of Contractor, its Subcontractors, or their employees or representatives, except to the extent Lien Security has been provided by Contractor in connection therewith.
- 3.5 THIS WAIVER OF LIENS AND CLAIMS SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAW).



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

[Contractor's Name]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_

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

(Signature of person taking acknowledgment)

(Title or rank)

(Serial number, if any)

**APPENDIX K-2 FINAL FORM OF WAIVER AND RELEASE**

[LETTERHEAD OF CONTRACTOR]

DATE: [REDACTED]

TO: [INSERT ADDRESS]

WHEREAS:

1 [REDACTED] ("Company" or "Owner") and [REDACTED] ("Contractor") have entered into an Agreement, dated as of [REDACTED], (the "Agreement"), pursuant to which Contractor is/ was to provide construction services in connection with [Project Name & Number] Project (as more fully described in the Agreement, the "Project").

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

NOW THEREFORE:

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

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

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

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

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

3.3 Contractor has promptly paid and discharged any Contractor Liens which, notwithstanding Section 3.2 hereof, it has directly or indirectly created or suffered to be created by it or any Subcontractor, employee, laborer, mechanic, materialman, or other supplier of goods or services

relating to the Work, the Project, or any part thereof or interest therein, except to the extent Lien Security has been provided by Contractor in connection therewith; and

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

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

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

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

[Contractor's Name]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

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

(Signature of person taking acknowledgment)

(Title or rank)

(Serial number, if any)

**APPENDIX L Certificate of Substantial Completion**

Date: \_\_\_\_\_

To: [Insert Address]

Ref: Certificate of Substantial Completion – [Project Name & Number] Project (“Agreement”) by and between [ ] (“Company” or “Owner”) and \_\_\_\_\_.

Contractor, by and through the undersigned officer, duly authorized to represent Contractor and execute and deliver this certificate (“Certificate”) to Owner, provides this Certificate to Owner under the Agreement. Capitalized terms used herein not otherwise defined shall have the meaning given such terms under the Agreement. Contractor hereby certifies to Owner as of the date hereof that the following are true and correct:

- (1) Substantial Completion of the Project was achieved on [date];
- (2) the Project is substantially complete in accordance with the Scope of Work, the Project Documents, and all required Governmental Authorizations and Permits, and is capable of commercial operation and safe operation for its intended purpose;
- (3) all Work required to be furnished by Contractor for the Project is substantially complete and all Equipment has been delivered to the Site and properly incorporated into the Project, except for Punchlist Items;
- (4) the Performance Tests and any other requirements necessary to demonstrate that the Project meets the Project Documents have been successfully completed and a certificate of the results, together with a copy of the reports of such test results have been provided to Owner;
- (5) the Punchlist Items, the schedule for competing the same and the estimated cost for completing the Punchlist, have been agreed to by Owner and Contractor;
- (8) all Subcontractors and Persons that have provided labor, services, materials, supplies, equipment, systems or machinery used in the performance of the Work have been paid all amounts which are due and owing them for the Project, with the exception of those amounts which are being disputed by Contractor in good faith, and Contractor has no knowledge of the existence of any other claim, actual or threatened by any Subcontractor or such Person, against Owner, Owner’s property or all or any portion of the Project, the Site or the existing facilities, other than claims for which Contractor has provided Lien Security; and

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

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

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CERTIFICATE ACCEPTED:

[REDACTED]

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**APPENDIX M Certificate of Final Completion**

Date: \_\_\_\_\_

To: [Insert Address]

Ref: Certificate of Final Completion – [Project Name & Number] Project (“Agreement”) by and between [ ] (“Company” or “Owner”) an \_\_\_\_\_ (“Contractor”) Contractor, by and through the undersigned officer, duly authorized to represent Contractor and execute and deliver this certificate (“Certificate”) to Owner, provides this Certificate to Owner under the Agreement. Capitalized terms used herein not otherwise defined shall have the meaning given such terms under the Agreement. Contractor hereby certifies to Owner as of the date hereof that the following are true and correct:

- (1) Substantial Completion of the Project was achieved on [date], and all Punchlist Items were completed on [date];
- (2) Contractor’ has performed site clean-up and restoration;
- (3) Contractor has provided and caused the Subcontractors to provide to Owner all affidavits, statements, waivers, releases and posted any security required under Appendix K-2 (Final Form of Waiver and Release);
- (4) Contractor has submitted to Owner and Owner has approved the final “as-built” drawings.
- (5) Contractor has obtained all Governmental Authorizations which are the responsibility of Contractor under the Agreement and has provided copies of the same to Owner; and
- (6) all Subcontractors and Persons that have provided labor, services, materials, supplies, Contractor’s Equipment, Equipment, systems or machinery used in the performance of the Work have been paid all amounts which are due and owing them, with the exception of those amounts which are being disputed by Contractor in good faith, and Contractor has no knowledge of the existence of any other claim, actual or threatened by any Subcontractor or such Person, against Owner, Owner’s property or all or any portion of the Equipment, Project, the Site or the existing facilities, other than claims for which Contractor has provided Lien Security.

Executed on the day set forth above.

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CERTIFICATE ACCEPTED:

[REDACTED]

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**APPENDIX N Contractor Safety Guide**

Please see separate document



ANSH-SOP.021+Co  
ntractor+Safety+Gu





# Avangrid Networks Contractor Safety Guide

ANHS-SOP-021



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## 1. INTRODUCTION

Avangrid Networks (Berkshire Gas, Central Maine Power, Connecticut Natural Gas, Maine Natural Gas, New York State Electric & Gas, Rochester Gas & Electric, Southern Connecticut Gas and The United Illuminating – the “Company”) Contractor Safety Guide defines the safety requirements that contractors, subcontractors and agents must adhere to in order to perform work at Company facilities, properties or work sites. These Contractor Safety Work Rules set forth the Company’s minimum expectations on the safety standards and policies of its contractors. Use and reference to this document will provide Contractors with clear expectations and will enable Company Contractors to share in Avangrid Networks’ vision to be a world-class safety organization with zero injuries every day.

It is expected that all contractors who perform work for the Company comply with all federal, state and local laws and regulations governing workplace safety. This includes work authorized to take place at any Company facility, property, designated work site or construction site. Company policies may exceed the requirements of federal, state and local regulatory agencies, and are in addition to any procedures, policies, guidance, and/or work instructions of the contractor.

This document represents policies and safety-related work methods that are unique to the Company and that may go beyond OSHA rules. Contractors must follow these requirements as well as their own rules that meet or exceed OSHA and other regulatory requirements.

Use and reference to this document will provide Contractors with clear expectations and will enable Company Contractors to share in Avangrid Networks’ vision to be a world-class safety organization with zero injuries every day.

These Contractor Safety Requirements shall be reviewed and at least annually and updated as necessary, as a result of a change in safety regulations or Company policies or procedures.

Questions regarding this procedure should be referred to Avangrid Health and Safety.

## 2. CONTRACTOR RESPONSIBILITIES

During the performance of any work at AVANGRID facilities, properties or work sites:

- 2.1. Contractors are and shall remain an independent contractor.
- 2.2. Contractors are responsible for their own safety compliance. Nothing stated in this Contractor Safety Guide shall relieve Contractors of their responsibility for the safety of its employees and public.
- 2.3. Contractors shall at all times comply with (1) all federal, state, and local safety and health requirements, (2) these Contractor Safety Guide work rules, and (3) its own safety procedures, policies, guidance, and/or work instructions.
- 2.4. Contractors shall inform its employees, subcontractors, and agents of these Contractor Safety Guide work rules prior to the commencement of any work, and shall at all times

- be responsible for ensuring its employees, subcontractors, and agents comply with these Contractor Safety Guide work rules.
- 2.5. Contractors shall be responsible for keeping up-to-date with all changes to federal, state, and local safety and health requirements, and for communicating any such changes to its employees, subcontractors, and agents.
  - 2.6. Contractors shall be responsible for communicating any changes to these Contractor Safety Guide work rules, as from time to time may be provided by the Company, to its employees, subcontractors, and agents.
  - 2.7. Contractors shall be responsible for informing The Company of any changes to its own safety procedures, policies, guidance, and/or work instructions.
  - 2.8. Contractors shall at all times comply with all Company guidance, specific work instructions, site-specific rules, and/or health and safety plans.
  - 2.9. Contractors are required to immediately report to the Company (within 24 hours of occurrence) all accidents, injuries and incidents, including near misses, no matter how insignificant using Avangrid's form (ANHS-FOR-020D).
  - 2.10. Contractors are required to ensure its employees, subcontractors, and agents are aware (1) of who to contact in case of an emergency and (2) that all accidents, injuries and incidents must be reported immediately (within 24 hours of occurrence) to their Company representative.
  - 2.11. Contractors shall investigate and report on all accidents, injuries and incidents, including near misses, to the Company within five (5) days of each occurrence, which a written report generated and submitted to a Company representative and shall include a root cause analysis and a list of all corrective actions using Avangrid's form (ANHS-FOR-020D).
  - 2.12. All written investigation reports are subject to review by the Company.
  - 2.13. In the event any contractor is ever informed by a third party or has reason to suspect that it is not in compliance with any of the foregoing, it shall immediately notify Company (within 24 hours of discovery) of such noncompliance, and take all appropriate action to remedy such noncompliance to the Company's satisfaction.
  - 2.14. Neither compliance with these Contractor Safety Guide work rules nor the Company's approval of any actions or procedures of contractors shall relieve contractors of its obligation to always use due care in performing work and to take any additional and necessary precautions to prevent injury, or property damage. Contractors shall ensure safe work practices are employed throughout the course of the project.

### **3. ADMINISTRATIVE SAFETY REQUIREMENTS**

#### **3.1. Pre-Bid Meetings**

This section applies to all Contractors, as needed.

The pre-bid meeting is coordinated by the Company to provide bidders with an opportunity to acquaint themselves with contractual requirements and specific safety issues concerning the project, including Company-specific safety rules and known site

conditions. Pre-bid meetings may be held for some – but not necessarily all – projects, and will be held when determined necessary by the Company.

### 3.2. Worker Qualification Assurance

*This section applies to all Contractors, as needed.*

In order to meet Company safety requirements, the Contractor must describe how workers, including subcontractors, are qualified. The Contractor must supply information concerning the type of skills assessment performed, training programs, and how they ensure that employees demonstrate competencies. The Company reserves the right to verify Contractor competency.

The Contractor shall certify that:

- The Contractor has been informed of Company safety requirements;
- Employees and subcontractors have the appropriate qualifications to perform the work; and
- The Contractor agrees to comply with all applicable safety requirements.

The certification shall be in the form of a Letter of Assurance.

The bidder shall supply the background and qualifications for all management personnel through resumes, behavioral observations or other documents. The Company shall interview and approve management personnel if considered necessary.

Contractors bidding on new work shall provide this information to the Company contact or through ISNetwork.

### 3.3. Project Safety Plan

This section applies to high or medium risk work in detail commensurate with the scope of the project.

Contractors who perform medium or high risk-ranked contracted services shall submit a project-specific safety plan prior to the start of the project and/or at the pre-construction meeting. The Company representative will provide specific requirements of the format and/or forms to be completed.

At a minimum, the project safety plan shall include a completed safety hazards checklist and the Emergency Contact Sheet. This format is ideal for short-duration, small and/or simple projects. This minimum safety plan shall be referred to as the SHORT VERSION.

Long-term, large and/or complicated projects require the Contractor to complete a more detailed safety plan. This plan shall be referred to as the LONG VERSION. At a minimum, the LONG VERSION safety plan shall include the following elements:

- Roles and responsibilities
- Scope of work
- Task and hazard identification and risk assessment of the hazards
- Hazard mitigation/control procedures and work methods
- Incident analysis and reporting
- Compliance and monitoring
- Roles and Responsibilities

The plan shall identify who will be responsible for the project oversight and their qualifications. For example, if the work requires excavation, there must be someone on-site who would be qualified as a competent person as required by OSHA standard.

For multi-employer work-sites, the general Contractor is responsible for all their employees and subcontractors. The safety plan shall clearly state this responsibility.

Scope of Work - Briefly state the scope of work as provided by the Company. The plan must specifically address the project or contracted services requested by the Company. Therefore, the scope should be short and to-the-point.

Task Hazard Identification and Risk Assessment - The Contractor shall identify all significant tasks and the anticipated hazards. The Company refers to this process as a risk assessment.

The Contractor's cost to provide adequate safety measures and to comply with Company requirements must be considered and budgeted in the bid/proposal.

Hazard Mitigation Procedures and Work Methods - For each hazard, the Contractor shall specify measures that will be taken to mitigate these hazards. A table format is the simplest way to organize and present the task, hazard and mitigation steps. For example:

Location: Substation Yard

Task	Hazard	Mitigation Steps
Material Handling	Contact with overhead energized lines / equipment	Off load in the clear and have a safety observer present

Incident Analysis and Reporting - Follow the requirements referenced in this document.

Compliance Monitoring - Explain how you will ensure that both your employees and subcontractors will achieve safety compliance.

## 4. CONTRACTOR ORIENTATION

This section applies to all Contractors, as needed.

- 4.1. Contractor Orientation shall be conducted by a Company Representative, and is intended to serve as a resource in order to provide the Contractor with the tools necessary to educate their employees and subcontractors. The session is not intended to train the Contractor management, their employees or their subcontractors. The extent and content of the orientation session shall be determined by the Company and shall be commensurate with the scope and type of the Contractor's activities. The Contractor shall provide management representation at the orientation session.

After the completion of the orientation session, the Contractor shall certify in writing that:

- The Contractor has been informed of Company safety requirements;
- Employees and subcontractors have the appropriate qualifications to perform the work; and
- The Contractor agrees to comply with all applicable safety requirements.

The certification shall be in the form of a "Letter of Assurance", printed on the Contractor's letterhead, signed by a principal of the Contractor, and delivered to the Contractor's Company contact, or ISNetworld participants will upload this letter into ISNetworld to meet this requirement.

#### 4.2. Information Transfer

As referenced in OSHA 1910.269(a)(3) and (a)(4), before work begins, the appropriate Company User's Representative shall provide the Contractor access to the follow information:

- The existing characteristics and conditions of the Company installations that are related to the safety of the work to be performed;
- Information about the design and operation of the Company installations that the Contractor needs;
- Arc flash studies;
- Ground fault studies;
- Voltage levels for tree trimming operations; and
- Danger poles tagging.

As referenced in OSHA 1910.269(a)(3), the Contractor shall ensure that each of its employees is instructed in hazardous conditions relevant to the work, and the Contractor shall advise the Company of any hazardous conditions found before and during the work.

## 5. GENERAL SAFETY REQUIREMENTS

### 5.1. Pre-Construction Meetings

*This section applies to medium or high risk-ranked projects or activities.*



### 5.1.1. Pre-Construction Meeting Guidelines

The Project Manager, Company Construction Supervisor or other designated User's Representative shall hold a pre-construction (project kickoff) meeting prior to the start of a medium or high risk-ranked project/service. Other attendees may include Company Health and Safety, Environmental, or Contractor management as needed.

The Contractor's Project Safety Plan will be discussed at this meeting, including a final review of the safety hazards checklist to ensure a proper hazard mitigation plan.

These hazard mitigation measures shall be reviewed, and work shall not commence, until these hazards have been adequately mitigated. The Owners Representative, or other User's Representative, will discuss with the Contractor the methods by which compliance will be achieved with Company safety requirements.

An Emergency Call List shall be exchanged with the Contractor. This list must contain 24-hour contact information for key Contractor and project personnel, including Owner's Representative and Safety Specialists. This list should be distributed to all concerned, as determined by the project team, prior to the start of work.

For routine contracted maintenance services, a review of associated safety issues and specific facility issues, restrictions or practices, such as evacuation procedures, must be discussed with the Contractor upon initial hiring. Any changes in the facility that may affect the safety of Contractor, Company employees or third parties must be communicated immediately.

### 5.1.2. Required Meeting Documents

The User shall document the meeting proceedings using the referenced Attendance Roster and Meeting Agenda:

- **Attendance Roster** (ANHS-FOR-020B): The participants shall print their names, phone numbers, and Company name on the Attendance Roster.
- **Meeting Agenda** (ANHS-FOR-020A): The meeting agenda checklist covers safety topics. A second page is provided to include action items and other significant issues identified during the course of the meeting.

## 5.2. Related Documents

Related documents may be used during the Pre-Construction Meeting as appropriate. This section explains their purpose.

Contractor Safety Requirements: The User is responsible for ensuring that the Contractor has a copy of the most current **Contractor Safety Guide** (ANHS-SOP-021). This document provides detailed guidance to the Contractor regarding Company safety performance expectations. The most current electronic copy can be obtained from your Avangrid contact and/or the ISN website.

Emergency Contact Sheet: This document can be used as by the User and Contractor to record key contact and emergency contact information.

### 5.3. Safety Meetings

*This section applies to all Contractors, as-needed.*

The Contractor shall have regular monthly (or more frequent) safety meetings with documented attendance of their employees and subcontractors.

Minutes of the safety meetings shall be documented in writing, and shall be available for inspection by the Company during the project period and for 30 days after the project is completed.

Weekly safety meetings/calls between the Company and Contractor management are required for all high-risk work. These meetings shall focus purely on safety.

### 5.4. Job Safety Briefs or Dynamic Risk Assessments

*This section applies to all Contractors, as-needed.*

Job safety briefs shall be documented in writing. Written job safety briefs, on the Contractor letterhead, shall be available at the job site for inspection, and retained for 30 days after the job is completed.

Each crew shall conduct these job safety briefs or dynamic risk assessments prior to each day's work, when there are changes to the work order or plan, and when a new worker joins the crew.

Each worker must have the opportunity to voice concerns. The work cannot begin until each worker signs off on the job safety brief stating that they have discussed the work and agree with the plan.

### 5.5. Incident Analysis

*This section applies to all Contractors (regardless of risk ranking).*

All Contractors are required to report to the Company, any work-related incidents involving injury or illness to employees or the public, or property damage to the Contractor's or Company's equipment. The first priority is to ensure that the injured receive medical treatment. The Company will provide the Contractor with the **Contractor Incident Report** (ANHS-FOR-020D) during the pre-construction meeting.

The Company contact will explain these reporting requirements in more detail prior to commencement of work.

An incident is defined as an event that has a human component, and results in, or could potentially result in, at least one of the following outcomes:

- Injury – incidents that cause harm to people;
- Property Damage – incidents that cause damage to property;
- Adverse Public Impact – incidents that disrupts service to the public or results in adverse public reaction; or
- Near-Miss – an incident which had the potential under different circumstances to result in an injury.

A hazardous condition is defined as a condition that can and is rectified immediately by the person who identified the hazard.

A significant hazard is defined as a condition that requires others to take actions to rectify and requires further investigation as to how the situation came to occur.

#### 5.5.1. Incident Response Steps

In the event of an incident, the Contractor shall provide details of the incident to the Company that follows the steps below, using the **Contractor Incident Report** (ANHS-FOR-020D).

The Contractor supervisor collects basic information about the incident from the employee or witnesses:

- What happened?
- Who and how many people were injured?
- What treatment was administered?
- What was the nature and seriousness of the injury?
- Where did the incident occur?
- When did the incident occur (date, time of day)?
- What was the cause of the accident?
- What type of work was performed?
- Were there any witnesses?

The Contractor shall conduct an investigation and provide a written report to the Owners Representative and Company Health and Safety for review and entry into the Cintellate Incident Data Management System.

The Contractor will then conduct an investigation that will identify contributing factors relating to the incident and the corrective actions that will be taken to prevent reoccurrence. The Contractor will notify the Owners Representative and Company Health and Safety when any action items have been completed. The

results of the incident investigation shall be described in a report prepared by the Contractor and provided to the Company.

Contractor vehicle accidents occurring during the performance of work will also be investigated and reported to the Owner's Representative and Company Health and Safety.

#### 5.6. Other Reporting

Company requires the following monthly data for all work activities related to Company operations:

- OSHA Recordable Incident Rate (OIR)
- Lost Time Incident Rate (LTIR)
- Restricted Work Rate
- Number of near misses
- Number of workers
- Number of hours worked

#### 5.7. First Aid / Medical Treatment

Contractors shall be responsible for the medical needs of its employees and its agents. Contractors must be prepared for any type of medical emergency that may occur on the work site. At a minimum, contractors must be equipped with first aid kits fully stocked to handle any type of medical emergency, and shall have procedures in place to transport its employees or agents to nearby medical treatment centers in the event of any employees or agents are injured at the work site.

#### 5.8. Alcohol, Drugs, and Firearms

Under no circumstances may any alcoholic beverages (including those labeled "non-alcoholic"), controlled substances (except for drugs prescribed by a licensed medical professional), or firearms (including when otherwise permitted by law) be allowed on Avangrid facilities, properties or project work sites, including any parking lots. No individual selling, using, or under the influence of alcohol and/or drugs shall be allowed on Avangrid facilities, properties, or work sites. Anyone found with alcohol, drugs or firearms will be removed from the property. The only exception to this rule is that uniformed, government police personnel may carry firearms to the extent permitted by law.

#### 5.9. Smoking

Smoking is strictly prohibited in all AVANGRID facilities and vehicles.

#### 5.10. Housekeeping

Contractors shall be responsible for keeping the work site neat, clean, and free of any debris, trash, and hazards. Contractors shall store any materials or equipment on the work site in a neat and orderly fashion. Contractors shall routinely patrol the work site to ensure it is properly maintained, which, at a minimum, must be performed at the end of each shift.

#### 5.11. Personal Protective Equipment (PPE) Requirements – General

*This section applies to all Contractors (regardless of risk ranking).*

**It is the Contractor's responsibility and obligation to ensure that appropriate PPE is used. The following requirements are for reference by the Contractor but in no way absolve the Contractor from its responsibilities regarding PPE.**

Basic PPE attire at construction sites and other similar work zones include, at a minimum:

- Clothing suitable for the work and the conditions under which the work is to be performed. Fire retardant (FR) clothing shall be worn when the contractor is exposed to flash hazard (8 calorie/cm<sup>2</sup> minimum).
- Safety glasses (including side shields) meeting the ANSI Z87 standard shall be worn on all sites.
- Protective gloves or other hand protection when exposed to hazards that may cause cuts or lacerations, abrasions, punctures; chemical burns, thermal burns or that may be absorbed through the skin.
- Safety hard hats approved for protection against electrical hazards during any work wherever an overhead hazard exists, such as construction areas and substations and during maintenance of overhead lines and underground lines, and while working on or with all associated equipment.
- Approved high-visibility warning garments must be worn whenever contractors are working on or adjacent to roads and exposed to moving equipment.
- Safety footwear with a protective toe must be worn whenever contractors are working in areas where there is a danger of foot injuries due to falling and rolling objects or objects piercing the sole. Approved electrical hazard, safety footwear with a protective toe must be worn whenever contractors are working in areas where its employees' feet are exposed to electrical hazards.

The Contractor shall ensure that their employees and subcontractors use protective safety toe footwear when working in areas where there is a danger of foot injuries due to falling or rolling objects, or objects piercing the sole, and where such employee's feet are exposed to electrical hazards. Electrical Hazard (EH) rated footwear is required when entering all substations, working on or around electrical equipment over 50 volts, or in an area of expected downed wires. This requirement is based on OSHA 1910.136 and ASTM standard F-2413-05.

Guidance for additional PPE is referenced in other sections of this document.

#### 5.12. Life Jackets

Contractors must provide its employees with a U.S. Coast Guard-approved life jacket or buoyant work vest whenever contractors are working in areas where there is the potential for falling into a river, lake, forebay, and headwater or where the danger of drowning exists. Such jackets or vests must be worn at all times and fastened properly to ensure adequate protection.

#### 5.13. Site Office Trailers

All site office trailers shall be located on stable ground and located in a manner that does not interfere with site activities. All office trailers shall be kept level at all times. Office trailers shall be secured to the ground in order to prevent rollover during high winds. Access and egress shall be by means of OSHA approved steps and or platforms. All office trailers shall be equipped with fire extinguishers properly mounted on a wall near the door.

#### 5.14. Hazardous Substances

Polychlorinated Biphenyls (PCBs), asbestos, lead, and other hazardous substances may be present on or at AVANGRID facilities, properties and work sites. Avangrid will provide contractors with information regarding the known presence of any hazardous substances in areas where the contractor is expected to perform work for AVANGRID. Contractors shall be responsible for establishing training and information programs for its employees and agents with respect to any such hazardous substances, and for ensuring its own compliance with the Occupational Safety and Health Administration's (OSHA) Hazard Communication Standard (HCS) (29 CFR § 1910.1200). Contractors must immediately notify Avangrid of any suspect or questionable substances encountered during any work performed for Avangrid, and ensure that all appropriate precautions with respect to such substances, including informing and training its employees or agents, have been taken prior to continuing any work.

#### 5.15. Hot Work

Hot Work is any work that produces a flame, spark, or excessive heat and includes the use of burning or welding equipment, brazing equipment, explosives, open flames, grinders, and powder-actuated tools. Contractors must coordinate their activities with the AVANGRID Safety Department prior to commencing any Hot Work. Contractors must conduct a hazard assessment, demonstrating what appropriate actions will be taken to prevent the ignition of combustible and flammable materials, such as the use of welding tarps and fire watches, and ensuring an adequate number of fire extinguishers are readily available at the site where the Hot Work is to be performed. In all events, any Hot Work must conform to **29 CFR 1910 subpart Q**.

#### 5.16. Tools and Equipment

Contractors shall be responsible for providing the tools and equipment appropriate for the work that is to be performed. AVANGRID will not provide or lend tools or equipment to any contractors. All tools and equipment used at the work shall be maintained in a safe and operable condition and must at all times be used as designed and in accordance with the manufacturer's instructions. Under no circumstances may any tools or equipment be used that have had any safety guards or other devices removed, defeated or compromised in any way. ***Metal tape measures shall not be used near energized equipment or inside substations at any time.*** Power-operated hand tools shall be used in accordance with **29 CFR 1926.302.**

#### 5.17. GFCI

All electrical tools, lights and extension cords used outside or in damp locations must be insulated, isolated, or GFCI protected, and, in all instances, must conform to **29 CFR 1926.404.**

#### 5.18. Nail Guns and Powder-Actuated Tools

***Only individuals who have been trained in the operation of the particular tool in use shall be allowed to operate a powder-actuated tool.*** Powder-actuated tool must be tested each day before loading to confirm that its safety devices are in proper working condition. In order to prevent striking an unintended object or person, all nail guns, Hilti guns and other similar tools must be used in such a manner that ensures the projected fasteners do not miss or penetrate the intended striking surface, which includes taking reasonable precautions to ensure that fasteners do not become airborne projectiles. Such precautions include, but are not limited to, directing the line of fire away from other persons (including passersby), preventing access to the opposite side of any striking surface (such as walls), and preventing access within 20 feet to any use of powder-actuated tools. All power-actuated tools used by contractors shall meet the requirements of ANSI A10.3-1970, and any use of power-operated hand tools at AVANGRID's work sites shall conform to **29 CFR 1926.302.**

#### 5.19. Ladders

Only ladders constructed of fiberglass may be used in and around electrical equipment, including during any work at AVANGRID's substations. Ladders must always be properly positioned on a stable base. All straight and extension ladders must be tied off at the top and bottom or footed by another person. Step ladders may only be used in the fully open position with the spreader brackets locked in place. All use of ladders must be in accordance with manufacturer's instructions, and no person may stand or sit on the steps or platforms on which standing or sitting is prohibited. All ladders used by contractors and all use of ladders at AVANGRID's work sites shall conform to 29 CFR 1926.1050-1926.1060.

## 5.20. Scaffolding

Prior to the commencement of any project or contracted work, contractors must establish with AVANGRID a competent person(s), and provide credentials supporting his/her competency, to oversee all aspects of any scaffolding that may be used at the work site. Comprehensive fall protection measures shall be maintained at all times during the erection of any scaffolding at AVANGRID's work sites, unless the person established by the contractor (or other competent person) concludes, and maintains documentation describing his or her conclusion, that using 100% fall protection or other restraint measures is not feasible or creates greater hazards, in which case contractors shall utilize as close to 100% fall protection or restraint measures as possible based on the conclusions set forth in such documentation. Unless validated by the person established by the contractor (or other competent person), who must be a "qualified person" as defined by 29 CFR 1926.450 and must maintain all documentation supporting his or her conclusion, scaffold components may not be used for fall protection or restraint anchorage points. The person established hereunder shall inspect all scaffolding and associated components at least once prior to each work shift, from the time scaffold erection has begun until scaffold dismantling is completed, and, if necessary, shall be responsible for affixing signs, tags or equivalent markings means to conspicuously indicate whether the scaffolding is safe to use or not safe to use. Any transfer of the established person's responsibility hereunder must be coordinated and clearly noted among AVANGRID and other parties involved. All scaffolds used by contractors and all use of scaffolds at AVANGRID's work sites shall conform to 29 CFR 1926 subpart L.

## 5.21. Rigging and Hoisting

Tag lines must be used any time lifting devices are used to handle or transport loads, except during times where there is any risk of tag lines coming into contact with energized parts. The swing load radius must be kept clear while a suspended load is being moved, and under no circumstances may a load be suspended over people. All lifting devices and its hardware shall be rated, properly maintained and properly connected for its proposed use. No load may be lifted without first determining its weight. Load charts shall be maintained at the work site and be available for AVANGRID's inspection upon request. All rigging and hoisting conducted at AVANGRID's work sites shall conform to 29 CFR 1910.176-1910.184.

## 5.22. Confined Space Entry (including Enclosed Space Entry)

Contractors shall treat all "confined spaces" as "permit-required confined spaces" (as each are defined under 29 CFR 1910.146) until a written hazard assessment is prepared documenting otherwise. Contractors must coordinate all entry into confined spaces (whether a permit-required confined space or a non-permit-required confined space) with an authorized AVANGRID safety representative, the local facilities/building supervisor, and any other work groups involved in the project to ensure the activities at the work site



do not affect the safety or health of any person. Contractors shall ensure that all practices and procedures utilized with respect to any entry into confined spaces and permit-required confined spaces conform to 29 CFR 1910.146.

### 5.23. Excavation Safety

Contractors shall ensure that all its employees and subcontractors who engage in excavation and trenching activities are properly trained and supervised. Prior to excavating, the Company shall follow the appropriate Call Before You Dig (CBYD) (CT) or Dig Safe (MA) procedures to obtain a markout of utilities.

5.23.1. The competent person in charge shall identify the excavation boundaries and employees shall keep the excavation work within these limits.

5.23.2. In New York, any contractor employee(s) involved in excavating into the ground must have completed the Certified Excavator Program through Dig Safely New York, Inc. and have a current certification. In other states, any contractor employee(s) involved in excavating into the ground must have some training from their respective 811 representatives.

5.23.3. For all excavations, sloping guidelines for Type C soil shall be used unless on-site competent person is able to determine otherwise (Type A or B). Sloping in Type C soil requires a 1.5 horizontal to 1 vertical ratio. Use sloping or protective systems (shoring, trench box):

- Any time the walls of excavations and trenches are unstable and have the potential for cave in.
- Any time the trench is 5 feet or more in depth.

5.23.4. Excavated spoils, materials, and equipment shall not be stored closer than 2 feet from the edge of a trench or excavation. Mobile equipment shall not be operated in close proximity to the edge, unless extra precautions are taken to shore or slope the walls back to a stable slope.

5.23.5. Supporting systems, (e.g., piling, cribbing, shoring, trench box) shall be designed by a qualified person and meet accepted engineering requirements and be in good serviceable condition. Engineering documentation (Tabulated data) of appropriate ratings shall be available on-site.

5.23.6. When employees are required to work in trenches 4 feet deep or more, an adequate means of exit, such as a ladder or steps shall be used and located no more than 25 feet of lateral travel. All ladders used shall extend a minimum of 3 feet above the top of the excavation.

5.23.7. A competent person shall inspect the excavation daily and after each rainstorm or when the conditions change.

- 5.23.8. Employees shall not work in excavations in which there is standing or accumulating water, unless authorized by a Competent Person.
- 5.23.9. Do not permit anyone to be under loads handled by power shovels, backhoes, or other material handling equipment.
- 5.23.10. Excavation equipment in proximity to exposed electrical conductors (backhoes, etc.) shall be grounded when applicable.
- 5.23.11. All excavations greater than 4 feet, where a potential hazardous atmosphere may exist, (e.g., swamps, landfills) shall be tested before entering. If the atmosphere is found to be hazardous (e.g., oxygen deficient, combustible gas, carbon monoxide, and hydrogen sulfide gas), mechanical ventilation shall be used to clear the atmosphere and continuous monitoring shall be required.
- 5.23.12. Whenever there is danger of escaping gas, or a potential or confirmed flammable atmosphere an employee will stand by on Fire Watch with an approved fire extinguisher, upwind, near the edge of the excavation.
- 5.23.13. Check excavations for gas before entering trenches or excavations to use welding equipment or other sources of ignition. Use a Combustible Gas Indicator to test for gas
- 5.23.14. When openings or obstructions in the street, on sidewalks, walkways, or in private property are being worked on, danger signals (e.g., barricades, warning signs, flags, or cones) shall be effectively displayed. Approved lights, flasher signals, or reflectors shall be prominently displayed at night. In addition, if the job- site is left unattended, adequate barriers, covers, etc., shall be required. Barricades shall meet MUTCD regulations.
- 5.23.15. All excavating and trenching activities performed at AVANGRID's work sites shall conform to applicable OSHA regulations, including 29 CFR 1926 subpart P.

#### 5.24. Guarding of Holes and Openings

Contractors shall guard or place barricades around temporary openings in floors, walls, excavations, holes or other openings to prevent any inadvertent entry. Covers over or barricades around such openings shall conform to applicable OSHA regulations. Overnight guarding of excavations, holes or other openings must be a minimum of 6' page linked metal fence to prevent any inadvertent entry.

#### 5.25. Work Zone Traffic Control

This section applies to all Contractors, as needed.

If work activity is on or near a road, the Contractor and their subcontractors will comply with all applicable parts of the most current US Department of Transportation's Manual on Uniform Traffic Control Devices (MUTCD).

If working in areas covered by state permits issued to the Company, Contractors are required to comply with the provisions (work practices and notifications) of the permit language.

#### 5.26. Signs, Signals and Barricades

All work areas, whether indoors or outdoors, shall be clearly marked and delineated with appropriate signs, signals and barricades. Any areas restricted to entry by authorized persons will have a conspicuous barrier clearly marked by appropriate "DANGER", "CAUTION" or other signage that (1) clearly notes the nature of the hazard and (2) provides adequate guidance to the reader (the placement of orange cones or signs alone is generally not considered adequate). Any detours, whether for vehicular or pedestrian traffic, shall be clearly marked along the entire route. Contractors are responsible for checking and maintaining all signs, signals and barriers throughout the period of need, and for removing or covering the same when the period of need no longer exists. In the event signs or barriers are not available or their use is not practicable, such as for a momentary hazard exposure, contractors shall position employees to warn others of such hazards. At all times such signs, barriers or signals, shall conform to 29 CFR 1926 subpart G, MUTCD, ANSI Z35.1-1968 and Z35.2-1968, CT DOT and AVANGRID policy.

#### 5.27. Lockout/Tagout

Work performed at AVANGRID facilities or work sites may require the use of a lockout/tagout system. Contractors must coordinate what lockout/tagout system will be used with an authorized AVANGRID safety representative prior to commencing any work that would require such a system, which may include AVANGRID's specific lockout/tagout protocols. All lockout/tagout must conform to 29 CFR 1910.147, 29 CFR 1926.417 and AVANGRID's specific protocols.

## 6. ELECTRIC SYSTEM SPECIFIC SAFETY REQUIREMENTS

### 6.1. Flame-Resistant Clothing (FRC) Requirements

*This section applies to all Contractors, as-needed.*

FRC shall be worn prior to personnel breaching electrical boundaries within work zones & substations, work on energized equipment/lines or when distance and position will expose the worker to electric arc or flame hazards. FRC shall also be worn during live gas work. FRC also includes arc-rated rain gear. This additional ensemble may also be required as part of the job.

FRC shall be worn as the outermost layer of clothing.

FRC shall be worn when workers measure voltages or test or ground electrical equipment or lines.

FRC shall be worn when work requires the use of rubber protective equipment or the use of insulated live line tools.

FRC shall be worn when workers control/operate electrical equipment over 50 volts at the device location or are within 10 feet of equipment which is being physically operated by another worker.

FRC shall be worn where a hazard identification sign is posted.

Contractors shall wear the appropriate FRC when working on or near energized equipment or when distance and position will expose the Contractor to electric arc or flame hazards. For LNG plants, visitors are required to wear FRC prior to entry. Note: Gas Contractor FRC requirements may differ slightly.

FRC shall meet a minimum arc rating of 8 cal/cm<sup>2</sup> (HRC 2) for energized electrical equipment unless otherwise specified based on increased potential of exposure. The FRC system for HRC 2 shall consist of an arc-rated FR shirt and FR pants, or FR coveralls.

In accordance with “Host Employer” requirements of OSHA 1910.269, the Company will provide guidance on the circuit by circuit arc flash studies. Also see **Section 4.2**.

## 6.2. Rubber Gloves and Sleeves

*This section applies to all Contractors, as-needed.*

Rubber glove use is required for work on all electrical apparatus at 50 volts or greater. When working at height, rubber gloves shall be donned before the worker leaves the ground and shall be worn until the worker returns to the ground (commonly referred to as “ground to ground” and “cradle to cradle”).

- Class 0 gloves are required for exposures up to 1,000 volts.
- Class 2 gloves are required for voltages between 1,000 and 15,000 volts.

Rubber sleeves must be worn where work is conducted within the minimum approach distances of primary electrical apparatus that is not de-energized, tested and grounded.

For voltages 15 kV and above, workers can use specialized equipment or work practices as long as these workers have been appropriately trained and qualified. The Company may request a letter of assurance from the Contractor.

Rubber glove exceptions for specific jobs (other than those listed in this section) are permitted only with the written approval of the local Company Operations Manager. No rubber gloves are required:

- When working in a properly established equipotential zone.
- When the operator remains at the same potential as the equipment by being off the ground and on the equipment.
- When a qualified worker performs transmission "hot stick" work on lines 69 kV or greater and no other energized wires are on the pole or structure below the worker.
- When work is performed on transmission structures carrying only energized conductors (115kV and above) and the Live Line Techniques are not being employed. While performing these activities, the worker shall utilize conductive clothing such as conductive gloves, conductive boots, leg straps and/or any other applicable conductive clothing.
- When climbing a steel structure to perform structural reinforcements, and while maintaining minimum approach distance from energized conductors or apparatus.
- When climbing a steel structure to access an area that has been properly grounded.

### 6.3. Isolation of Energized Apparatus

*This section applies to all Contractors, as-needed.*

Non-Reclosing Criteria and Live-Line Maintenance and Construction:

- The appropriate interrupting devices (breakers, reclosers, circuit switches, etc.) will be placed on NON-RECLOSING in accordance with the Company Switching and Tagging procedures.

### 6.4. Tagging Out Lines or Apparatus:

The Owner's Representative or other designated representative shall coordinate all switching and tagging in accordance with the most current Company Switching and Tagging procedures.

### 6.5. Grounding:

When the Company switches out lines or apparatus, any grounds that may be installed shall only be considered a visual reference, and shall not be considered a means to protect the Contractor's employees.

The Contractor is responsible to install their personal grounds, in accordance with all OSHA, Federal, State and local safety procedures.

In accordance with "Host Employer" requirements of 1910.269, the Company will provide guidance on the minimum size of the grounds to be used based on circuit available fault current. Grounding Mobile Equipment:

When mobile equipment requires grounding, it shall be solidly grounded by means of appropriate sized copper cable. The cable shall be fastened to a securely attached clean metallic portion of the equipment, or shall be fastened to a grounding stud provided for the purpose at one end and an adequate ground at the other end.

#### 6.6. Minimum Approach Distance (MAD):

For Qualified Electrical Workers, follow the MAD tables in OSHA 1910.269.

For non-Qualified Electrical Workers, the OSHA clearances are 10 feet and up, depending on voltage.

#### 6.7. Appointment of a Safety Observer

*This section applies to all Contractors, as-needed.*

If work is being performed where there is a potential for persons or equipment to come in contact with energized equipment, a Safety Observer will be appointed by the **Company** to aid in protecting employees and others from hazards. The Safety Observer will be a “Qualified Electrical Worker” with the training and experience specified in OSHA regulations, specifically the “Electric Power Generation, Transmission and Distribution Standard” 29 CFR 1910.269.

The Safety Observer will be appointed:

- While positioning trucks, cranes or other equipment and where precise placement is required to avoid contact with or damage to existing equipment or circuits;
- While moving loads overhead that may come within OSHA clearance requirements;
- or
- At other times where assistance is needed to help direct specific tasks for the protection of personnel or property.

#### 6.8. Qualified Electrical Workers

*This section applies to Electrical Projects/Activities.*

The Company expects that electrical Contractor employees will already be electrically-qualified as required by OSHA 1910.269.

OSHA defines a qualified electrical worker or “qualified employee” as a person knowledgeable in the construction and operation of the electrical power generation, transmission and distribution equipment involved and the associated hazards. According to 1910.269(a)(2)(ii), a qualified employee must be trained and competent in:

- The skills and techniques necessary to distinguish exposed live parts of electrical equipment;

- The skills and techniques necessary to determine the nominal voltage of exposed live parts;
- The minimum approach distances specified in 1910.269 corresponding to the voltages to which the qualified employee will be exposed;
- The proper use of special precautionary techniques, personal protective equipment, insulating and shielding materials, and insulated tools for working on or near exposed energized parts of electrical equipment; and
- The recognition of electrical hazards to which the employee may be exposed and the skills and techniques necessary to control or avoid these hazards.

Until these qualified employees have demonstrated proficiency in the work practices involved, they are considered to be employees undergoing on-the-job training and must be under the direct supervision of a qualified person at all times. According to the definition of a “qualified employee”, the employee also must have demonstrated an ability to perform work safely at his or her level of training.

The Company requires Contractors with electrically qualified employees to provide documentation on how they qualify their workers.

#### 6.9. Non-Electrical Workers

*This section applies to all Contractors, as-needed.*

The Contractor must provide Contractor orientation for non-electrical workers for the purpose of entering and working within restricted areas, such as a substation. This is a critical component of Contractor orientation for all non-electrical Contractors who will be working near energized lines and equipment (for example, civil Contractors).

The information provided to these workers must meet the requirements of OSHA 1910.269(a)(2)(ii). However, the orientation and training would not be as comprehensive as the training normally provided to a qualified electrical worker.

They must know:

- What is safe to touch and what is not safe to touch in the specific areas they will be entering;
- The maximum voltage of the area;
- The minimum approach distances for the maximum voltage within the area; and
- Proper use of protective equipment that will be used to provide protection for them and in the work practices necessary for performing their specific work assignments within the area.

Until these workers have demonstrated proficiency in the work practices involved, they are considered to be employees undergoing on-the-job training and must be under the direct supervision of a qualified person at all times. According to the definition of a “qualified employee”, the employee also must have demonstrated an ability to perform work safely at

his or her level of training. It is expected that an orientation familiarizing the employee with the safety fundamentals above will be conducted before the worker is allowed to enter a restricted area.

#### 6.10. Asbestos and Lead Hazards

*This section applies to all Contractors, as-needed.*

Asbestos and/or lead materials associated with electrical and gas equipment includes, but is not limited to:

- Cable covering/wrap;
- Wire covering;
- Coal tar pipe wrap; and
- Transite panels and conduits.

Removal of this material must be done by individuals specifically trained and qualified to handle asbestos or lead.

For projects or activities where asbestos material is present and may be disturbed, the Contractor Safety Plan shall include provisions detailing how the Contractor will address the hazard.

#### 6.11. Overhead Line Work

*This section applies to all Contractors, as-needed.*

In addition to the other requirements referenced in this document, this section covers requirements that are specific to overhead line work.

##### *PPE Requirements*

All Contractors shall ensure appropriate PPE is utilized in accordance with applicable requirements and the guidance provided in this document. In addition, Contractors will follow ground-to-ground and cradle-to-cradle use of rubber gloves while carrying out work on energized overhead lines; commonly referred to as “ground to ground” and “cradle to cradle”.

Any foreign wire constitutes a potential energized source and rubber gloves shall be required. Any foreign wire on a pole or structure constitutes an energized source: cable TV, telephone, fire alarm wire, etc.

##### *Fall Protection*

All Contractors who climb structures such as wood poles or transmission towers shall utilize enhanced fall protection equipment and techniques. Enhanced fall protection means the use of a fall arresting device; examples include Buck-Squeeze, Miller or Jelco pole-choking systems when working on wooden structures, and a full-body harness and either a Step



Safe or Shepherd's Hook with retractable line when working on steel structures. Climbers shall never be allowed to drop or slide down a pole or structure more than two feet. Fall protection or fall restriction devices shall be used when working at heights over 4 feet, with the exception of ladder use.

Exceptions to fall protection shall be approved by the Owner's Representative or by another qualified User Representative.

#### Implementation of Safety Specifications for Site Pole Delivery and Handling

The establishment of a section in the specifications for transmission and distribution work involving poles to secure the site from the possibility of poles rolling using methods not easily defeated by the public is required. This section will outline the use of cradles on-site to secure the poles as well as the conditions of temporary storage areas such as grade, distance from changing grades, and ground.

All managers must be educated on the hazards of pole rolling, on identifying current and future hazards regarding the rolling of poles, and periodic refreshers on the safety issues regarding rolling poles through use of internal web communication tools.

The necessary specifications of temporary pole storage must be included in job briefs and the contractor safety SOP in order to ensure a contractor-based workforce (with high volatility and turnover) properly secures poles left on-site, as well as continuous identification of the hazards involved in rolling poles to ensure ongoing awareness.

Continuous safety auditing to ensure the hazards of rolling poles are being addressed and the established specifications for temporary pole storage are being implemented is required.

#### Pole/Structure Inspection

The Contractor shall ascertain the structural integrity of the pole or other structure prior to installation, removal or repair of equipment on the structure.

When work is to be performed on a wood pole, it is important to determine the condition of the pole before it is climbed. The weight of the employee, the weight of equipment being installed, and other working stresses (such as the removal or re-tensioning of conductors) can lead to the failure of a defective pole or one that is not designed to handle the additional stresses. For these reasons, it is essential that an inspection and test of the condition of a wood pole be performed before it is climbed.

If the pole is found to be unsafe to climb or to work from, it must be secured so that it does not fail while an employee is on it. The pole can be secured by a line truck boom, by ropes or guys, or by lashing a new pole alongside it.

In accordance with "Host Employer" requirements of OSHA 1910.269, the Company will provide guidance on tagging of "danger" poles. Also see **Section 4.2**.

## 6.12. Overhead Transmission Lines

For work on transmission circuits, red tape shall be placed around any energized pole, pole structure or tower adjacent to the de-energized line on which work is to be done.

When one circuit of a double circuit pole or tower line is de-energized for work, a red or orange flag shall be placed on the energized side of the pole or tower nine feet below the lowest energized conductor. In addition, on the side toward the energized circuit, a red or orange flag shall be placed at each arm level as employees work on them, or pass them, on the tower cage.

All Contractors using ATVs for transmission or forestry work are required to follow all local requirements for PPE and driving safety.

## 6.13. Underground Operations Work

*This section applies to all Contractors, as-needed.*

In addition to the other requirements referenced in this document, this section covers requirements that are specific to underground operations work.

### *PPE Requirements*

All Contractors shall ensure appropriate PPE is utilized in accordance with applicable requirements and the guidance provided in this document.

### *Enclosed Space Monitoring and Ventilation*

The Contractor shall test each space prior to removing manhole lids and prior to entry in accordance with OSHA 1910.146 and 1910.269.

Atmospheric testing must be continuous for the duration of the entry using an industry-approved monitor.

When performing hot lead work or when indicated by atmospheric monitoring, engineering controls such as forced mechanical ventilation must be used when working in Company manholes during the entire performance of the work.

### *Enclosed Space Entry and Non-Entry Rescue*

All manhole and sidewalk vault entry shall be conducted in accordance with Company confined space procedures.

All Contractors who are qualified electrical workers will treat these spaces as “enclosed spaces” and follow non-entry rescue provisions.

Steel cable or wire rope for non-entry rescue is prohibited.

### *Equipment Safety Inspection*

Inspect underground facilities (manholes, vaults, handholes, splice boxes, junction boxes, padmount transformers, switchgear and submersible equipment) each time a crew performs work at one of these facilities.

“Touch potential” testing of metal street lighting poles is required to be performed as a part of any maintenance work.

All Contractors working for the Company shall use materials and equipment in accordance with the manufacturing guidelines. It is the Contractor’s responsibility to understand the manufacturers’ limits and prescribed use of their tools and equipment before each use.

#### 6.14. Substations

*This section applies to all Contractors, as-needed.*

In addition to the other requirements referenced in this document, this section covers requirements that are specific to work in Company substations.

#### *PPE Requirements*

All Contractors shall ensure appropriate PPE is utilized in accordance with applicable requirements and the guidance provided in this document.

Contractors will ensure FRC requirements are adhered to within substations.

Contractors will wear an electrical flash PPE ensemble when switching disconnects or grounding in areas of indoor substations in accordance with placards.

Fall arrest or fall restriction devices shall be used when working at heights over four feet, with the exception of ladder use.

Rubber gloves and Fire Resistant Clothing (FRC) are required when hand digging in a substation in or around energized conductors, and shall meet the requirements referenced in **Section 6.2** for FRC.

Contractors who perform any ground breaking activities in a substation within a pre-marked area will require Dig Safe marks to be in place; otherwise, the job must be suspended and a Company contact notified of the condition.

When using non-insulated man-lifts, and if provided by the manufacturer, a secure point of attachment for lifelines, lanyards or deceleration devices shall be utilized which is independent of the means of supporting or suspending the employee.

#### *Notification of Control Authority When Entering a Substation*

Before a Contractor enters and immediately after a Contractor exits a Company substation, the Contractor must notify the Energy Control Center (ECC). While work is being conducted, gates must be monitored at all times or the gates shall be closed and locked.

Unescorted entry into substations can only be provided to Contractors who provide assurance that their employees and subcontractors are electrically qualified as specified in OSHA 1910.269.

#### *Substation Work Area Identification*

Contractors who will be working in substations shall follow Company Safety Procedures and Company Standard Operating Procedures as designated in the pre-construction meeting or Health and Safety Plan.

Qualified Contractors shall install their own work area identification. The Company shall arrange work area identification for non-qualified workers as required.

#### *Herbicide Application*

Substation vegetation spraying shall be conducted unescorted only by Contractor employees who have been designated as a Qualified Electrical Workers where applicable.

The spray applicator will have ID cards issued by Security with background checks available from the Contractor.

Substations and Production management shall require a schedule of the spraying in their areas.

Once spraying begins, the Contractor must contact local management on a daily basis to inform them of progress or changes to the schedule.

The Contractor must post all stations with dated signs indicating when the station was sprayed. These signs should not inhibit access to the station.

The Contractor shall take care to prevent that any stored materials and equipment do not get covered with "overspray". Overspray represents a substantial safety hazard and cannot be allowed.

When applying herbicides, contract employees shall wear goggles and other appropriate PPE to protect them from contact with herbicides in accordance with product labels.

#### 6.15. Gas Operations Work

*This section applies to all Contractors, as-needed.*

In addition to the other requirements referenced in this document, this section covers requirements that are specific to Gas Operations work.

#### *PPE Requirements*

All Contractors shall ensure appropriate PPE is utilized in accordance with applicable requirements and the guidance provided in this document.

The Contractor shall wear all appropriate PPE and Class 2 rubber gloves for personal protection when digging or probing near (within two feet) of known electrical conductors, and when the location of energized conductors is unknown.

### *Gas Operations*

All Contractors must meet the requirements of drug and alcohol testing in accordance with DOT 49 CFR Part 199.

Any Contractor who performs covered tasks shall be operator qualified (OQ) as defined in the DOT 49 CFR Subpart N and all applicable state requirements pursuant to the state the Contractor is working in. Additionally, any qualifications of Contractor personnel shall be in full accordance with the Company's written OQ Plan. Refer to the most current list of covered tasks in accordance with the Company OQ Program and the Northeast Gas Association (NGA).

The OQ status of Contractor employees must be regularly updated and accessible via an on-line database by Company management. This listing must detail employees' current qualifications, current tasks to which they are qualified and the next recertification date, and provide documentation and a letter of assurance on their qualified workers as referenced in **Section 3.2**.

Contractor personnel involved with covered tasks may require certification by the Company and an orientation of the involved tasks and Company standards. The Company reserves the right to validate Contractor qualifications prior to performing Live Gas work.

Atmospheres are to be tested with a properly calibrated Combustible Gas Indicator (CGI) or Gas Measurement Instrument (GMI) in accordance with Company excavation procedures, as required.

Each employee in an excavation shall be protected from cave-ins by an adequate protective system, such as sloping, benching or an appropriate shoring system.

At minimum, an approved 20-pound ABC fire extinguisher must be at the worksite and readily available during all routine and live gas operations, as conditions warrant.

### 6.16. Forestry and Vegetation Management

*This section applies to all Contractors, as-needed.*

In addition to the other requirements referenced in this document, this section covers requirements that are specific to vegetation management work.

### PPE Requirements

For work along roads and other areas of vehicular traffic, Contractors shall wear class III high visibility clothing or vests, in addition to other PPE appropriate to the work.

Flame Resistant Clothing is not required per the OSHA applicable Forestry standard. Forestry Contractors must instead wear natural fiber clothing when working within 10 feet of energized equipment.

Forestry Contractors must wear a properly adjusted full-body harness connected to an appropriate lanyard when working from an aerial lift. The lanyard must connect to an attachment anchored to either the boom or bucket mounting hardware. Attachment points anchored through only the fiberglass portion of the bucket are not acceptable.

Forestry Contractors will be required to wear chaps while operating a chainsaw or when assisting and/or working in close proximity to a chainsaw that is being operated.

Saws shall not be left unattended with the engine running.

The chain saw shall be started on the ground or where otherwise firmly supported. Drop starting a chain saw is prohibited.

One handed operation of a chain saw is prohibited.

When a Contractor employee carries a saw, the engine shall be off and/or covered, or the saw shall be carried with the blade to the rear and locked.

### Equipment and Work Methods

Forestry Contractors will be required to utilize fiberglass sticks and stick saws for work around energized equipment, and to test/document their integrity annually. Test results and expirations shall be available on each vehicle as needed.

Forestry Contractors will be required to perform and document dielectric testing of all aerial units annually. Test results and expirations shall be available on each vehicle as needed.

By April 1<sup>st</sup> of each year, the Contractor shall provide a list of employees that could reasonably be expected to work on Company property. This listing shall include:

Identification of the current pay classification of each employee;

The date of progression to their current pay level;

The dates each employee completed each level of the Contractor line clearance tree trimmer training program;

The dates each employee completed their required OSHA safety and other training, or retraining, including any annual refreshers;

The date each employee last demonstrated their tree rescue and climbing proficiency, where applicable;

The date each employee last completed First Aid and CPR training; and

Identification of each certified pesticide applicator, their certification number and category certified.

### Training

Forestry Contractor management will be required to attend safety council meetings hosted by the Company, as required. The Contractor will ensure that all appropriate safety personnel for Company territory are in attendance.

Forestry Contractors shall implement and provide the required training and certification programs necessary to provide OSHA-defined Qualified Line Clearance Tree Trimmers or Qualified Line Clearance Tree Trimmer Trainees.

All Contractors using ATVs for transmission or forestry work are required to follow all local requirements for PPE and driving safety.

### Herbicide Applications

Forestry Contractor requirements for vegetation spraying are referenced in **Section 6.16**.

#### 6.17. Safe Vehicle Operations

This section applies to all Contractors, as-needed.

Contractors are required to comply with the requirements of all federal, state and local regulations as well as their own Company policies for safe vehicle operations and licensing. In addition, the Company expects all Contractors to comply with regional as well as the Company policies that may apply.

## **7. EXCEPTIONS**

This document does not reference actions that are required by other laws, rules or regulations. These are requirements that should be understood by the Contractor, and Contractor compliance with all applicable federal, state and local laws, rules and regulations is expected by the Company as a contractual condition.

## **8. MULTI-EMPLOYER WORKPLACE**

For multi-employer work-sites, the general Contractor is responsible for all their employees and subcontractors. The safety plan shall clearly state this responsibility.

## 9. PROGRAM EVALUATION

The dates of reviews and revisions will appear on the last page of the program in the section titled "Reason for Change".

Health and Safety shall have primary responsibility for annually reviewing this document, soliciting comment from stakeholders, and revising as necessary. The requirements of this policy or any future revision thereof, shall be effective the date of its issue unless otherwise noted.

## 10. RECORDKEEPING

The Contractor Safety Guide and subsequent reviews and revisions will be maintained by Avangrid Health and Safety. The Contractor Safety Guide shall be made accessible, by the contractor, to all field operations. The paper versions of the program will not be document controlled. The official, current version of this program may be obtained through your Avangrid contact person and / the ISNetworld website.

## 11. DEFINITIONS

**Contracted Services:** refers to any activity that is conducted by an organization or individual under the terms of a purchase order. Contracted services may include all types of construction and maintenance services, tree trimming, building maintenance and demolition, electrical structure dismantling, site restoration, engineering design, recycling and waste disposal, drilling, rigging, electrical, and utility pole/structure maintenance.

**Project Management and Construction Delivery (P&CM):** a department that provides project management expertise to other Company departments, especially for construction and large maintenance projects.

**Contractor Orientation:** intended to serve as a resource in order to provide the Contractor with the tools necessary to educate their employees and subcontractors. The session is not intended to train the Contractor management, their employees or subcontractors. The extent and content of the orientation session shall be commensurate with the scope and type of the Contractor's activities.

**Contractor Safety Requirements:** this document outlines Company Contractor safety expectations. Procurement provides this document to all prospective Contractors. This document can be found on the Company Health and Safety intranet.

**Core Business Functions:** the Company core business functions are transmission and distribution of electricity, and distribution of natural gas.

**Owner's Representative:** a Company employee or representative who is assigned to certain P&CM-contracted projects to check that the work is being performed in accordance with the contract, including the safety requirements.



**Operator Qualifications (OQ):** as defined in Transportation 49 CFR 192.801 through 192.809 and/or DOT pipeline qualified for gas Contractors doing work at the Company. Additional state requirements pursuant to the state the Contractor is working may be required. Other training may include American Gas Association (AGA) and The Northeast Gas Association (NGA).

**Pre-Construction (Kick-Off) Meeting:** a meeting arranged by the user prior to commencement of work by the selected Contractor(s).

**Project Safety Plan:** a project-specific document prepared by the Contractor prior to the pre-construction meeting. In this plan, the Contractor shall identify all significant tasks, their anticipated hazards and mitigation steps. It is the Contractor's responsibility to conduct their own risk assessment and to ensure that their project safety plan addresses all anticipated hazards.

**Project/Service:** a planned operation that is characterized by an activity, such as construction of a substation, which has a defined timeline and project close-out, and is typically secured under a one-time Purchase Order (PO). A service would be an activity that tends to be on-going and repetitive such as setting distribution poles where there is no defined project-close-out. Service work is typically secured under a Blanket PO. Both terms have been used interchangeably to describe the nature of the contracted service.

**Project Team:** a group that consists of the individuals involved with Contractor procurement and management; typically, a purchasing agent, user and Health and Safety representative.

**Purchase Order (PO):** an agreement/contract between the Company or one of its affiliated Companies and a Contractor to provide contracted services and/or materials. The PO is set up by Procurement. The term "Contract" and "PO" are similar and may be used interchangeably. A "Blanket PO" is set up for Contractors whose work is on-going. A "One-time PO" is set up for project work.

**Qualified Electrical Worker:** a person knowledgeable in the construction and operation of the electrical power generation, transmission and distribution equipment involved and the associated hazards.

**Qualified Gas Worker:** any Contractor who performs covered tasks shall be operator qualified (OQ) as defined in DOT Part 192 Subpart N and all applicable state requirements pursuant to the state the Contractor is working in. Additionally, any qualifications of Contractor personnel shall be in full accordance with the Company's OQ Plan. Refer to the most current list of covered tasks in accordance with the Company OQ Program and the Northeast Gas Association (NGA).

**Requisition:** a formal request by the user for Procurement to create a PO.

**Request for Proposal (RFP):** also known as the bidding document. It consists of the documents prepared by the user and Procurement that are submitted to bidders. The bidders submit their proposals or bids in response to the RFP documents.

**Risk and Hazard:** a hazard is an object, situation or activity that has the potential to cause harm. Risk is the likelihood or chance for the harm to occur.

**Risk Assessment:** the process of identifying hazards and calculating or ranking the associated risks according to:

- The likelihood of occurrence;
- The severity of the harm from the hazard; and
- The amount of time of exposure to the hazard.

**User:** a Company department, work group, engineer or other individual who directs a contracted service. Departmental management can assign responsibility to others, within or outside their department, to a Contractor hired to manage the project. Where project management duties are shared, it is the responsibility of the User to coordinate and specify the User's Representative's duties.

**User's Representative:** the User may designate a User's Representative to perform all or part of the User's duties. The User's Representative may include personnel who are engaged in various facets of Contractor management as designated by the User. It is the responsibility of the User to specify the extent of project oversight and responsibilities that shall be required of the User's Representative.

## 12. SUMMARY OF CHANGES

Effective Date	Section Number	Title	Description	Approved By:
8/5/2017	6.1	6.1.Flame-Resistant Clothing (FRC) Requirements	Change in scope for FRC requirements.	Jay Wahlberg
03/23/2018	6.14	Substations	Changes to FRC language.	Jay Wahlberg
07/2/2018	6.11	Overhead Line Work	Addition of pole delivery placement requirements.	Jay Wahlberg
07/2/2018	All	Format Change	Corrected Fonts	Jay Wahlberg

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**APPENDIX O Contractor Background Policy**

Please see separate document

“Contractor Background Check Rule - Avangrid Networks.pdf”



Contractor  
Background Check Ru

## **SCHEDULE O**

### **Background Check Requirements**

#### **Domestic Background Checks**

Contractor, at its expense, shall conduct a background check for each employee, agent, representative, contractor, or independent contractor (collectively, "Representatives"), as well as for the Representatives of its subcontractors, who will provide work or services to the Company or who will have access to Company computer systems, either through on-site or remote access (collectively, "Contractor Representatives"). Contractor Representatives, for the purpose of this requirement, include such temporary staff as office support, custodial service, and third party vendors used by Contractor to provide, or assist in the provision of, work or services to the Company hereunder. Contractor's obligations with respect to required background checks shall include those obligations specified for Contractor in the Customer – Contractor Background Check Rule, as such Rule may be revised and/or supplemented from time to time, which Policy is incorporated herein and made part of this Agreement by reference (the "Rule"). Background checks are to be conducted using the Contractor's background check vendor consistent with the process developed with the Company under this Agreement. The minimum Background Check process shall include, but not be limited to, the following checks:

- a. Social Security Number Verification
- b. Motor Vehicle Report
- c. Prohibited Parties Database Search\Debarment Lists
- d. County Criminal History Search in each county where a Contractor or Contractor Representative has resided during the seven (7) years preceding the search.
- e. National Sex Offender Registry.

The Background Check must be completed prior to initial access by Contractor Representative(s) and must, at minimum, meet the criteria specified in this Rule and be repeated every two (2) years for Contractor(s) and Contractor Representative(s) under continuing engagements. Any Contractor Representative who separates employment or other commercial relationship with the Contractor must undergo another Background Check prior to renewed access to the Company. The Company Department charged with managing the relationship with the Contractor hereunder (the "Company Liaison") shall have the right to require more frequent Background Checks of Contractor Representatives or to require checks from other or additional sources than those listed above and shall have the right to require that the Contractor furnish

Background Check results to them. The Company reserves the right to audit Contractor's Background Check process using either a third-party auditor or representatives from the Company's Audit Department or the Company Liaison. All Contractor Representatives are responsible to self-disclose any misdemeanor or felony conviction(s) that occur during the course of their assignment hereunder within three (3) business days of the conviction. The conviction must be reported to the Contractor and the Company Liaison. If reported first to the Contractor, the Contractor shall notify the Company Liaison and the Company Director of Security within three (3) days of learning of the conviction. If, at any time during the term of this Agreement, it is discovered that any Contractor Representative has a criminal record that includes a felony or misdemeanor conviction, the Contractor is required to inform the Company Liaison who will assess the circumstances surrounding the conviction, time frame, nature, gravity, and relevancy of the conviction to the job duties to determine whether the Contractor Representative will be placed on, or continue in, the assignment with the Company, and consistent with, and to the extent permitted by, applicable state law. The Company may withhold its consent in its sole and absolute discretion. The failure of the Contractor to comply with the terms of this provision shall constitute good cause for termination of this Agreement by the Company, in whole or in part.

### **Foreign Background Checks**

Contractor, at its expense, shall conduct a background check for each employee, agent, representative, contractor, or independent contractor (collectively, "Representatives"), as well as for the Representatives of its subcontractors, who will provide work or services to the Company or who will have access to Company computer systems, either through on-site or remote access (collectively, "Contractor Representatives"). Contractor Representatives, for the purpose of this requirement, include such temporary staff as office support, custodial service, and third party vendors used by Contractor to provide, or assist in the provision of, work or services to the Company hereunder. Contractor's obligations with respect to required background checks shall include those obligations specified for Contractor in the Customer – Contractor Background Check Rule, as such Rule may be revised and/or supplemented from time to time, which Rule is incorporated herein and made part of this Agreement by reference (the "Rule"). Background checks are to be conducted using the Contractor's background check vendor consistent with the process developed with the Company under this Agreement. The minimum Background Check process shall include, but not be limited to, the following checks:

**NERC CIP Access. If applicable (i.e., when IUSA determines that the Contractor engagement is such that compliance with NERC CIP Standards is required), the background check needs to include an identity verification and 7-year criminal history check as more particularly set forth below.**

- For someone who has resided and/or worked outside of Spain in the last 7 years, the contractor should perform an International Background Check to show the absence or existence of a criminal record. International background checks should verify known data such as employment, education, criminal and civil records, travel and immigration records, as well as address and identity verification
- For someone who has resided and worked only in Spain for the last 7 years, their passport and recent Criminal Record Certificate from the Spanish Ministry of Justice is sufficient (assuming it shows the absence of a criminal record).
- Due to EU privacy rules, the Criminal Record Certificate can only be supplied to the applicant after proof of identify. The Certificate certifies the absence or existence of a criminal record. If the applicant is not willing to obtain and provide the Certificate, an International Background Check should be conducted.

**Non CIP Access. To comply, the background check needs to include the following:**

- For someone who has resided and/or worked outside of Spain in the last 7 years, the vendor should include identity verification and perform an **International Background Check** to show the absence or existence of a criminal record. The international background check should verify known data such as employment, education, criminal and civil records, travel and immigration records, as well as identity.
- For someone who has resided and worked only in Spain for the last 7 years, a **certificate duly signed** by the vendor is sufficient if it states that its employee(s) assigned to work for Customer (i) are duly affiliated to the Spanish Social Security and (ii) have the necessary academic and professional experience.

The Background Check must be completed prior to initial access by Contractor Representative(s) and must, at minimum, meet the criteria specified in this Rule and be repeated every two (2) years for Contractor(s) and Contractor Representative(s) under continuing engagements. Any Contractor Representative who separates employment or other commercial relationship with the Contractor must undergo another Background Check prior to renewed access to the Company. The Company Department charged with managing the relationship with the Contractor hereunder (the "Company Liaison") shall have the right to require more frequent Background Checks of Contractor Representatives or to require checks from other or additional sources than those listed above and shall have the right to require that the Contractor furnish Background Check results to them. The Company reserves the right to audit Contractor's Background Check process using either a third-party auditor or representatives from the Company's Audit Department or the Company Liaison. All Contractor Representatives are responsible to self-disclose any misdemeanor or felony conviction(s) that occur during the course of their assignment hereunder within three (3) business days of the conviction. The conviction must be reported to the Contractor and the Company Liaison. If reported first to the Contractor, the Contractor shall notify the Company Liaison and the Company Director of Security within three (3) days of learning of the conviction. If, at any time during the term of this Agreement, it is discovered that any Contractor Representative has a criminal record that includes a felony or misdemeanor conviction, the Contractor is required to inform the Company Liaison who will assess the circumstances surrounding the conviction, time frame, nature, gravity, and relevancy of the conviction to the job duties to determine whether the Contractor Representative will be placed on, or continue in, the assignment with the Company, and consistent with, and to the extent permitted by, applicable state law. The Company may withhold its consent in its sole and



absolute discretion. The failure of the Contractor to comply with the terms of this provision shall constitute good cause for termination of this Agreement by the Company, in whole or in part.

**Contractor Certification Form**

The undersigned agent of Power and Protection Group Inc. **certifies** that the employees, contractors, or subcontractors listed below meet the requirements agreed to.

It is the responsibility of the vendor to notify Customer of all personnel changes to include additions as well as voluntary or involuntary terminations. Additions and voluntary terminations are to be communicated within seven (7) calendar days and involuntary terminations must be communicated immediately.

Employee Name	Employer	Date of Last Background Check

Further, I attest that the employees, contractors, or subcontractors listed above working for Customer are in good standing and have been in good standing since their last background check.

[End of Schedule O – Background Check Requirements]

List of Offers Received

