



MASTER SERVICES PROCUREMENT AGREEMENT

THIS MASTER SERVICES PROCUREMENT AGREEMENT (the “Agreement”) is made this August 2nd 2021 (the “Effective Date”) by and between **Avangrid Service Company** a Delaware corporation, with offices located at One City Center, 5th Floor, Portland, Maine 04101 (hereinafter, “Customer”) and [REDACTED] (hereinafter, “Supplier” or “Vendor” or “Contractor”). Customer and Supplier may be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, Customer is authorized to assist the utility operating company(ies) identified in ***Schedule A***, attached hereto and made part hereof, in procuring certain services that they may require from time to time in the operations of their respective businesses, including the services described in ***Schedule B***, attached hereto and made part hereof (the “Services”); and

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

WHEREAS, in reliance upon such statements and following its review of Supplier’s proposal and negotiation of business terms, Customer has selected the Supplier as a vendor-of-choice for the Services, which shall be procured and awarded in accordance with this Agreement.

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

1. DEFINITIONS

As used in this Agreement:

- (a) “Affiliate” shall mean, with respect to a Party, any other entity Controlling, Controlled by, or under common Control with such Party. The term “Control” and its derivatives shall mean with regard to any entity, the legal, beneficial, or equitable ownership, directly or indirectly, of fifty percent (50%) or more of the capital stock (or other ownership interest, if not a corporation) of such entity ordinarily having voting rights.
- (b) “Business Day” – A calendar day other than Saturday, Sunday or a legal, public or bank holiday in the State of New York.
- (c) “Company” shall mean the company(ies) specified in ***Schedule A***, attached hereto and made part hereof.

- (d) “Company Department” shall mean the business unit in AVANGRID that coordinates and manages this Agreement.
- (e) “Contract Price” means the total amount payable by the Customer to the Contractor for the performance of the work under this Agreement for each applicable Purchaser Order.
- (f) “Day” shall mean a calendar day including Saturday, Sunday or a legal, public or bank holiday in the State where the serviced will be performed.
- (g) The “Effective Date” shall mean the date specified in the recitals of this Agreement.
- (h) “Industry Standards” - Any of the practices, methods, standards and acts engaged in, or approved by, a significant portion of the independent power industry for the engineering, procurement, construction and maintenance of a services similar to the Project and located in the United States that, at a particular time, in the exercise of prudent and reasonable judgment by those experienced in the industry, in light of the facts known or that should reasonably have been known at the time a decision was made, could have been expected to accomplish the desired result consistent with good business practices, reliability, economy, health, safety and expedition. “Industry Standards” are not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather to be practices, methods and acts generally accepted in the United States, having due regard for, among other things, manufacturers’ warranties, contractual obligations, the requirements or guidance of any Governmental Authority, Applicable Law, applicable NERC reliability requirements and the requirements of applicable insurance policies.
- (i) “Intellectual Property “ – In relation to any and all technology, software, firmware, know-how, processes, inventions, ideas, discoveries, techniques, algorithms, programs, discoveries, improvements, devices, products, concepts, designs, prototypes, samples, models, technical information, materials, drawings, specifications, mask works, topography and other works of authorship, any and all rights, priorities and privileges relating to intellectual property therein, whether arising under United States, multinational or foreign laws or otherwise, including but not limited to copyright applications and registrations, copyright licenses, patent applications and registrations, patent licenses, trademark applications and registrations, trademark licenses, trade secret rights and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.
- (j) “Project” means Customer’s project as identified in the applicable Purchase Order.
- (k) “Project Completion Date,” means the date in which the Project is fully realized to the satisfaction of the Customer and applicable Company (ies).
- (l) “Purchase Order” shall mean a purchase order issued by Company or a Company (ies) in accordance with this Agreement.

- (m) “RFP” shall mean a request for proposal for all or a portion of the Services by Customer or the Company.
- (n) “Scope of Work shall mean the services described in ***Schedule B***, attached hereto and made part hereof.
- (o) “Services” shall mean the services and/or related materials described in ***Schedule B***, attached hereto and made part hereof.
- (p) “Small Business Concern” as defined by the Small Business Administration, shall mean a business that is independently owned and operated and which is not dominant in its field of operation. The law also states that in determining what constitutes as small business, the definition will vary from industry to industry to reflect differences accurately.
- (q) “Supplement” is a written Purchase Order Supplement, signed by the Customer and issued after the execution of this Agreement, authorizing an addition, deletion, or revision in the Services or an adjustment in the Contract Price or the Schedule.
- (r) “Term” shall mean the term of this Agreement, as extended or terminated early in accordance with this Agreement.
- (s) “Terms and Conditions” shall mean the terms and conditions governing the performance of the Services and related matters pursuant to a Purchase Order, as set forth in ***Schedule C***, attached hereto and made part hereof.

2. PROCESS FOR AWARDING SERVICES

2.1 Customer agrees that, upon a request made to Customer by a Company for assistance in procuring Services, Customer shall, on its own or with the assistance of the Company(ies) requiring the Services, take either of the steps delineated in subsections (a) or (b) toward procuring Services from the Supplier:

(a) Issuance of Purchase Order. Customer or the Company(ies) requesting the Services shall issue to the Supplier duplicate originals of a Purchase Order for the Services incorporating: (i) a scope of work consistent with the standards set forth in ***Schedule B***, (ii) the Terms and Conditions set forth in ***Schedule C***, and (iii) and the pricing terms set forth in ***Schedule D***. Upon receipt of an authorized Purchase Order, Supplier shall commence performance of the Services in accordance with the terms therein.

OR

(b) Issuance of an RFP. (i) Customer or the Company (ies) requesting the Services shall issue an RFP to the Supplier. Within the time period specified in the RFP, Supplier shall issue a written proposal to Customer, or if so directed, to the Company specified in the RFP, setting forth: (1) a detailed description of the Services to be provided by the Supplier, consistent with the scope and

other requirements specified in the RFP, and (2) Supplier's fees and charges for completing the Services, which will be incorporated as **Schedule D** of the Agreement and Supplier warrants will be calculated in accordance with the pricing terms set forth in **Schedule D**, attached hereto and made part hereof.

(ii) Within the time period specified in the RFP, Customer and/or the Company (ies) shall review the Supplier's proposal. If Customer and the Company(ies) requiring the Services, in their sole and absolute discretion, determine that they wish to award a contract for Services and thereupon select the Supplier's proposal, Customer may elect to issue a Purchase Order and (in such instance) Customer shall forward duplicate original Purchase Orders for the Services (conforming with the requirements of Section 2.1(a), above, but also incorporating the Supplier's proposal in accordance with this Agreement) to the Supplier at the address specified in **Schedule F**, below. Upon receipt of an authorized Purchase Order, Supplier shall commence performance of the Services in accordance with the terms therein.

2.2 (a) Notwithstanding anything to the contrary in this Agreement or in any Purchase Order or RFP issued hereunder, Customer makes no representation or warranty that Customer or any Company(ies) will issue any Purchase Orders or RFPs, or any minimum dollar volume of Purchase Orders or RFPs, during the Term of this Agreement. Customer or the Company (ies) requesting Services may terminate a Purchase Order or RFP for such Services at any time upon written notice, without penalty or other obligation, prior to commencement of performance of the Services by Supplier in accordance with the terms herein.

(b) Supplier acknowledges and agrees that the issuance of an RFP, Purchase Order, or other document pursuant to this Section 2 by Customer, or any Company(ies), shall not constitute an offer by Customer, or any Company, to purchase Services, and that an enforceable agreement for Services shall result only when Customer or any Company(ies) authorizes a Purchase Order for such Services, processed in accordance with this Article 2, and such Purchase Order is issued to Supplier by Customer, or a Company.

(c) Supplier further acknowledges that each Purchase Order processed in accordance with this Article 2 and issued to Supplier by Customer, or a Company, constitutes a separate and distinct contract for the particular Services set forth in the Purchase Order and shall be governed by the following documentation:

- (i) The Purchase Order (exclusive of its pre-printed terms and conditions);
- (ii) Special Conditions attached hereto as **Schedule E**.
- (iii) The Terms and Conditions attached hereto as **Schedule C**, as they may be amended or modified for the particular Purchase Order;
- (iv) The Data Security Rider attached hereto as **Schedule H**;
- (v) The Insurance requirements attached hereto as **Schedule G**

(vi) The Scope of Services document attached hereto as ***Schedule B***, as it may be amended, modified or supplemented for the particular Purchase Order; and

(vii) This Agreement, including all Schedules other than those described in subsections (i), (ii), (iii), (iv), (v), (vi) and above.

In the event of any inconsistency among the aforementioned documentation, the order of precedence shall be as set forth in subsections (i), (ii), (iii), (iv), (v), (vi), and (vii) above.

3. PRICING; PAYMENT; DISCOUNTS AND REFUNDS

3.1 (a) Supplier agrees that pricing, fees, pass-throughs, and other charges set forth in ***Schedule D*** will be incorporated into and used as the basis for all pricing, fees, pass-throughs, and other charges in: (i) any proposal issued by Supplier hereunder, and/or (ii) any Purchase Orders pursuant to this Agreement.

(b) Supplier agrees that the pricing terms set forth in ***Schedule D*** shall be fixed for the time period specified in such Schedule and shall not be subject to increase except as expressly specified in such Schedule. If ***Schedule D*** does not specify a time period, pricing terms shall be fixed for the Term of this Agreement.

3.2 (a) Supplier agrees that, in calculating any discounts or adjustments to prices, fees, pass-throughs, and charges set forth in ***Schedule D*** that are based upon volumes or quantities of Services awarded to Supplier, Supplier shall include in such calculation the volumes or quantities of Services for all Purchase Orders issued by Customer or any Company (ies) during the relevant time period.

(b) Within thirty (30) days following each anniversary of the Effective Date of this Agreement, Supplier shall forward to Customer a draft reconciliation statement showing Supplier's calculation of any rebates or refunds payable as a result of the total value of all Purchase Orders for Services executed by the Company(ies) with the Supplier during the preceding calendar year. Customer shall review the reconciliation statement and will notify Supplier of any comments they may have with respect thereto within thirty (30)-days of their receipt thereof. Supplier shall pay to Customer the undisputed portion of any rebates or refunds due the Company (ies) under executed Purchase Orders for Services within five (5) business days following the earlier of: (i) Supplier's receipt of the comments of Customer and Company(ies), and (ii) the thirty (30) day period referenced in the immediately preceding sentence.

4. NO GUARANTY; HOLD HARMLESS

Supplier acknowledges and agrees that, notwithstanding anything to the contrary contained in this Agreement, any subsequently issued RFP, or in any Purchase Order between Supplier and any Company(ies), that with respect to any Purchase Order for Services issued by any Company(ies) pursuant to this Agreement:

- (a) All charges, fees, and expenses, as well as any credits, refunds, or rebates, resulting from Services rendered by Supplier pursuant to such Purchase Order shall be solely for the account of such Company(ies), and neither Customer nor any other Company(ies) shall be considered a guarantor or surety of any charges, fees, and expenses arising under such Purchase Order;
- (b) All communications, notices, invoices, and reports resulting from Services rendered by Supplier pursuant to such Purchase Order shall be directed to the representative(s) of the Company(ies) identified in such Purchase Order;
- (c) Supplier covenants not to sue Customer or any other Company(ies) except the Company issuing the Purchase Order, for any charges, fees, expenses, or claims arising from or attributable to Services rendered by Supplier pursuant to such Purchase Order; and
- (d) Pursuant to Article 19 of *Schedule C*, Supplier shall hold Customer and the other Company(ies) as identified in Schedule A of this Agreement, and their respective employees, agents, officers, shareholders, and directors, harmless from and against any and all damages or liabilities arising from or attributable to, directly or indirectly, the performance, non-performance, or other acts of the Supplier and its employees, agents, or representatives pursuant to such Purchase Order.

5. TERM

5.1 This Agreement shall remain in effect for three (3) years or until terminated according to Section 5.2(b) below.

5.2 (a) Customer may terminate this Agreement at any time and for any or no reason in accordance with the terms of Article 27 of *Schedule C* to this Agreement. Upon the effective date of termination specified in Customer's termination notice: (i) all RFPs, proposals, and Purchase Order for which Supplier has not begun to deliver the Services shall be deemed canceled, unless otherwise agreed in writing by the Company(ies) requesting or issuing such RFPs, proposals, and/or Purchase Orders, and (ii) this Agreement shall be terminated without liability or obligation to the Parties, except for any liabilities and obligations arising under any Purchase Orders issued by Customer or Company(ies) for which Supplier has already completed Services in accordance with the terms of this Agreement. Customer shall have no liability for any costs, expenses, or other fees incurred by Supplier in connection with any RFPs, proposals, or Purchase Orders that are in process but for which provision of Services has not been completed upon the effective date of termination of this Agreement by Customer.

(b) Termination of this Agreement by Customer shall not effect, or result in, termination of any Purchase Orders issued by Customer or a Customer and for which Supplier has begun to deliver Services prior to the effective date of termination set forth in Customer's termination notice; provided, however, that this subsection (b) shall not constitute a waiver or relinquishment of any right of termination of any Customer pursuant to the terms and conditions of such Purchase Orders.

6. GENERAL

6.1 Notices. All notices, requests, demands, and determinations under this Agreement shall be in writing and shall be deemed duly given: (i) when delivered by hand, (ii) one (1) day after being given to an express courier with a reliable system for tracking delivery designating overnight delivery, (iii) when sent by confirmed facsimile with a copy sent by another means specified in this Section 6.1, or (iv) six (6) days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, and addressed to Party at the address(es) specified in ***Schedule F*** attached to this Agreement and made a part hereof. A Party may from time to time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date upon which it will become effective.

6.2 Governing Law. This Agreement and performance under it, and all actions, causes of action, or claims of any kind (whether at law, in equity, in contract, in tort, or otherwise), shall be governed by and construed in accordance with the laws of State of New York, including without limitation New York laws relating to applicable statute of limitation and burdens of proof and available remedies.

6.3 Binding Nature and Assignment. This Agreement shall be binding on the Parties hereto and their respective successors and assigns. Neither Party may, or shall have the power to, assign this Agreement without the prior written consent of the other, and any such assignment or attempted assignment without such consent shall be null and void, except that Customer may assign this Agreement and its rights and obligations hereunder to an Affiliate without the approval of the Supplier, but on prior written notice.

6.4 Entire Agreement: Amendment. This Agreement, including any Schedules referred to herein and attached hereto, each of which is incorporated herein for all purposes, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to the subject matter contained in this Agreement. No change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the Party against which such change, waiver, or discharge is sought to be enforced.

6.5 Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties hereto.

6.6 Headings. The article and section headings and the table of contents used herein are for reference and convenience only and shall not enter into the interpretation hereof.

6.7 Relationship of Parties. Supplier is not an agent of Customer and has no authority to represent the Customer as to any matters, except as expressly authorized in this Agreement.

IN WITNESS WHEREOF, Customer and Supplier have each caused this Agreement to be signed and delivered by its duly authorized representative as of the date first given above.

[Signature page follows]

Avangrid Service Company

DocuSigned by:

Robert Fitzgerald

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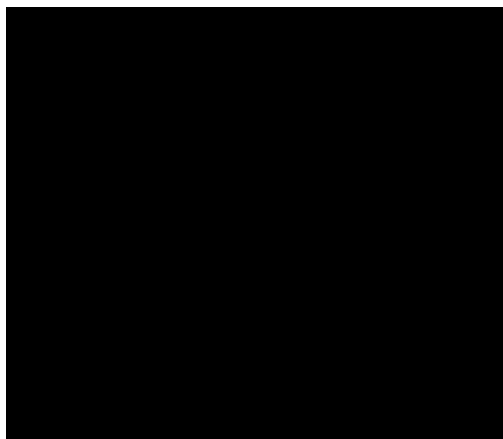
Signature

Robert Fitzgerald

Print Name

VP - Controller AGR Networks

Title



Avangrid Service Company

DocuSigned by:

Catherine Stempien

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Signature

Catherine Stempien

Print Name

President & CEO, Avangrid Networks

Title

SCHEDULES:

- Schedule A: Companies
- Schedule B: Services
- Schedule C: Terms and Conditions
- Schedule D: Pricing Terms
- Schedule E: Special Conditions
- Schedule F: Notices
- Schedule G: Insurance Requirements
- Schedule H: Data Security Rider
- Schedule I: Background Check Requirements
- Schedule J: Avangrid Networks Contractor Safety Guide



SCHEDULE A Companies

Central Maine Power Company
Augusta General Office
83 Edison Drive, Augusta, Maine 04336

New York State Electric & Gas Corporation
89 East Avenue
Rochester, New York 14649

Rochester Gas and Electric Corporation
89 East Avenue
Rochester, New York 14649

The Berkshire Gas Company
115 Cheshire Road
Pittsfield, MA 01201

Maine Natural Gas Corporation
4 Industrial Parkway
Brunswick, ME 04011

UIL Holdings Corp.
180 Marsh Hill Rd, Orange, CT 06477

**The United Illuminating Company
Ops Center**
100 Marsh Hill Rd, Orange, CT 06477

The Southern Connecticut Gas Company
Locations:

SCG Ops Center
Southern Connecticut Gas
60 Marsh Hill Rd, Orange, CT 06477

SCG LNG
775 Oronoque Rd, Milford, CT 06461

Connecticut Natural Gas Corporation
Locations:

CNG LNG
1376 Cromwell Ave, Rocky Hill, CT 06067

CNG Ops Center
East Hartford
76 Meadow Street, East Hartford, CT 06108

SCHEDULE B Services, Warranty, Deliverables, and Vendor Requirements

Conceptual and Detail Engineering Scope of Services (Networks/Electric/Operations/Projects)

The Scope of Work described in this report is intended to provide an outline of the requirements for the engineering services, but it is not intended to cover all aspects of the work.

Engineering Services required may differ among the various AVANGRID Operating companies.

As required by AVANGRID Networks (the Company), work shall be performed under the supervision of a Professional Engineer licensed in the state where the project is located. This would include any equipment and software access associated with completion of the engineering services work scope.

Types of Engineering Service included in this Request for Proposal (RFP) are:

A. ELECTRIC SYSTEM PLANNING ENGINEERING SERVICES

Electric System Planning Engineering Services include but are not limited to the following:

The Supplier is to provide services to develop the computer modeling, planning, estimating, design, and operation (all as applicable) of the power delivery system. Creates long and short-term plans for the transmission and distribution system to meet current and projected needs. Analyzes engineering alternatives to evaluate projects, including field conditions, design, resource requirements, and economic considerations.

B. ELECTRIC SYSTEM PROTECTION ENGINEERING SERVICES

The Supplier shall provide Engineering Services to the Company with respect to Electric Transmission & Distribution Systems.

Electric System Protection Engineering Services include but are not limited to the following:

1. The Supplier shall design transmission or distribution system protection to include, but not limited to: the development of operating and elementary diagrams; development and review of protection schemes and devices; development and issuing of temporary (mobile) transformer settings; conduct electric system modeling and short circuit analyses; determination of equipment interrupting ratings; relay coordination studies; distribution electrical design (including but not limited to one-lines, sequence of construction events, etc.); and, the specification and procurement of equipment and material.
 - a. The Supplier will utilize, document, and provide to the Company fault studies developed and used in its analysis.
 - b. The Supplier will incorporate, into its design, equipment approved by the Company. It is acceptable to propose to the Company new technologies for approval prior to the design.
 - c. The Supplier will incorporate the most current Company approved technology in its design.
 - d. The Supplier will provide training for all equipment determined to be new by the Company

- e. Supplier may develop relay one lines, three lines, DC schematics, wiring diagrams, and control cable documentation based on direction given by the Company. This direction may include sample templates and work from previous projects.
 - f. Projects may involve Protection & Control (P&C) work at new "green field" locations or existing / legacy "brown field" stations.
 - g. For projects which are entirely "green-field" Supplier may be utilized to develop all P&C drawings per direction of the Company.
 - h. For projects located at legacy or "brown field" stations, Supplier may be utilized to develop P&C drawings as they relate to equipment being added. Company P&C may develop all drawings related to existing / in service equipment. Supplier will work collaboratively with the Company to ensure that the two portions of the design interface correctly.
 - i. All drawings developed by Supplier will meet the Company's P&C CAD drawing standard.
 - j. Supplier may be requested to assist in developing necessary documentation to support the procurement of material by the Company.
2. The Supplier shall design, execute and document transmission and distribution system studies and tests.
 - a. Perform and provide to the Company, positive, negative and zero sequence impedance calculations to complete and update the Company's electric system models (including lines and reactive elements such as reactors and transformers).
 - b. Design and maintain data repositories (including ASPEN Relay Database™) to store and record information like line impedance calculations and relay settings.
 - c. Conduct complete system coordination studies used to develop all project related protective relay settings.
 - d. Develop operational checks to verify schemes operate correctly in the field.
 - e. Perform evaluation of instrument transformers (CT's/VT's) to insure adequacy of secondary quantities (burden ratings).
 - f. New equipment evaluations.
 - g. It is expected that Supplier will utilize the manufacturer's setting software (e.g. SEL 5010™, SEL 5020™, SEL 5030™) for the settings of the relays.
 - h. Operational checks and settings are to be completed, reviewed and approved by the Company prior to the installation and energization of any new equipment and systems.
3. The Supplier shall design relay/meter communication systems for system protection, system operation and data retrieval.
4. The design will be based on performance parameters provided by the Company and will be designed in accordance with applicable Company standards and applicable Federal and State codes.
5. The Supplier shall provide system operation and maintenance support to include support of the internal system protection staff and the maintenance of a relay setting database.
6. For IPP's and Distributed Generation, the Supplier will perform system impact studies on the Company's system; review plant protection, and control for compliance with all applicable codes, requirements and standards; and review initial and periodic test results of plant protection.

7. Emergency support for electric system protection engineering will be as directed by the Company. The Supplier is expected to respond within 2 hours:
 - a. Verification of system operations
 - b. Investigation of system mis-operations
8. Protection Services encompass all aspects of the electric system including but not limited to:
 - a. Transmission Stations
 - i. Power transformer protection
 - ii. Transmission lines
 - iii. Bus protection
 - iv. Capacitor protection
 - v. Breaker failure protection
 - vi. Communication systems
 - vii. Monitoring systems
 - viii. SCADA RTUs
 - ix. Reclosing
 - b. Distribution Stations
 - i. Power transformer protection
 - ii. Distribution lines
 - iii. Capacitor protection
 - iv. Undervoltage throw-over scheme
 - v. Underfrequency load shed scheme
 - vi. Reclosing & line recloser settings for the following applications:
 1. Line sectionalizing
 2. Distribution automation
 3. Line fuse coordination; location, size, type
 4. Line transformer fusing
 5. Underground pad-mount switchgear and associated riser pole equipment fusing
 6. SCADA RTU
 7. SCADA Switch Settings
 8. Testing and Commissioning Devices – reclosers/SCADA switches
 9. FUSE Coordination Studies, recommendations
 10. Recloser settings – single phase
 11. Regulator settings – 1 phase and 3 phase
 - vii. Any temporary or mobile substation protection as necessary

C. SUBSTATION DESIGN SERVICES

The Supplier shall provide Engineering Services to the Company with respect to Substation Design Construction and Commissioning. These engineering services shall support the design, construction, expansion and renovation of electrical substation facilities including the Company's inspection prior to energizing and the prompt delivery of as-built documentation at the conclusion of the project to obtain final payment.

Substation Design Services include but are not limited to the following:

1. Substation designs

- a. Civil/Structural Engineering - Includes substation site selection, site development, foundation engineering & design, structural engineering & design (substation structures and control house), noise study, noise abatement design and equipment oil containment, as necessary. Provide necessary design criteria and code for: coastal/non coastal substations, serviceability design requirements, substation mitigation method and codes, soil testing and measure limit, (such as but not limited to vibration limit study for nearby structures/relays, drainage and sediment control, slope stability, pipe welding detail), mechanical equipment detail, case study for best design approach, and contour lines of existing and pre-existing level (including extension of 6 ft outside the substation boundary limit).
 - b. Electrical Engineering – Includes conceptual design, detailed estimates, grounding (impedance to remote earth, ground potential rise, step and touch potential) study, ampacity study, direct stroke lightning protection study, insulation coordination study, stationary battery sizing study, noise assessment study, AC/DC low-voltage systems and station service supply study, equipment and materials specification (application and ratings) and procurement of stock coded equipment that complies with AVANGRID Standards; Non-stock materials require company approval.
 - c. Substation Design - Includes the creation of substation construction drawing packages and the procurement of minor materials. (Drawings shall include one-line diagrams, plot plans, grading plans, foundation plans and details, grounding plans and details, conduit plans and details, equipment drawings and details, and general arrangement elevation and plan views. Minor materials shall include but are not limited to structures, buswork, foundation, conduit, and grounding material), the package shall include a bill of material drawing.
 - d. System Protection & Control (SP&C) Design - Includes the creation of SP&C construction drawing packages and the procurement of materials. (Drawings in specified formats shall include elementary diagrams, relay one-line diagrams, connection diagrams, panel layout diagrams, communication diagrams, integration diagrams, fiber optic cable schedules, and circuit schedules. Materials shall include relays, communication and monitoring systems, panel meters, control house panels, cables and associated wiring materials).
 - e. Project Management – (to include project task breakdowns, resource allocation, schedule, status report, quality control (QC), and cost tracking).
 - f. Construction Inspection, submittal review, RFI response, and support of design changes as per AVANGRID's design change procedures.
 - g. Power System Commissioning
2. Power System Commissioning and Documentation
 - a. All documentation including test results and installed asset data is to be provided in specified electronic formats and submitted within one month of project energization. All testing is to be performed with equipment and software compatible with the Company's normal test systems. Test results data is to be compatible to SAP WBS and reconcile project completions.
 3. The Supplier shall cost effectively handle substation projects of various sizes and complexity from distribution voltage levels to EHV voltage levels. Some examples include:
 - a. New Substations and Switchyards
 - b. Substation Equipment Replacements
 - c. Substation Expansions
 - d. Transmission Line Terminal Additions

- e. Distribution Circuit Additions
 - f. Capacity Increases
 - g. Protective Relay Additions and Upgrades
 - h. Substation Maintenance Renovations
 - i. SCADA, RTU and Distribution Recloser Automation designs
4. As needed, the Supplier will supply the Companies with Large EPC substation project services.
 5. The design will be based on performance parameters provided by the Company and will be designed in accordance with applicable Company standards and applicable Federal and State codes.

D. SUBSTATION TESTING SERVICES

This Scope of Work is intended to provide an outline of test and inspection requirements and is not intended to cover all aspects of the work. The Supplier shall possess the necessary personnel, technical skills and maintenance practices to serve as an expert in the testing of power transformers, circuit breakers, instrument transformers, voltage regulators, and surge arresters rated 15kV class and above.

Substation Testing Services include but are not limited to the following:

1. AVANGRID Responsibilities
 - a. Provide all test equipment
 - b. De-energize, isolate, ground, and remove leads to bushings for equipment to be tested.
 - c. Once the Supplier has cleared the unit for return to service, make bushing connections, remove grounds, and energize equipment.
2. Supplier Responsibilities
 - a. Maintain a daily log of work completed, hours worked, and hours delayed due to weather or switching.
 - b. Test all equipment identified by AVANGRID or Direct AVANGRID staff in testing.
 - c. Immediately report any serious defects or test values that exceed acceptable levels to Maintenance Engineering.
3. Tests and Inspections
 - a. Transformers
 - i. Insulation on Transformer Winding per ANSI/IEEE C57.12.90.10.10
 - ii. Inspect physical condition.
 - iii. Excitation
 - iv. TTR
 - v. Bushing Tests per IEEE Std. 62-1995 Section 6.2
 - vi. SFRA – only on specific units identified by AVANGRID -as per RFP
 - vii. Surge Arrester Power Factor
 - b. Load Tap Changers (LTC)

- i. Direct maintenance staff to replace common wear parts (contacts, etc.) with the expectation that the LTC will operate reliably for a minimum of 6 years from date of service.
 - ii. Oversee LTC Inspection and assure recorded measurements per the manufacturer instruction book. Verify proper operation of vacuum bottle monitoring circuitry.
 - iii. Oversee operational tests. Identify any controls that should be considered for replacement.
- c. Circuit Breakers
 - i. Power Factor and 100Amp ductor tests on all circuit breakers.
 - ii. Inspect physical and mechanical condition. Ensure proper lubrication by maintenance staff.
 - iii. Motion analyzer testing of the circuit breakers rated 34.5kV and above: Test data to be provided for a trip operation on both trip circuits, a close operation and a close –open (trip free) operation based on first contact closed to initiate the trip.
 - iv. Verify a minimum of 4 closes prior to lockout on pneumatic/pneudraulic/hydraulic operated breakers with these sources fully charged and de-energized.
 - v. Verification of SF6 gas pressure alarms and tripping of the breakers at trip pressure on both trip circuits.
 - vi. Perform AC\DC hi pot- acceptance test on Vacuum Interrupters, if vacuum breaker. Hi pot voltage to be held to OEM specified acceptance level and AC/DC recommendation.
 - vii. Direct maintenance staff to replace common wear parts (contacts, etc.) with the expectation that the circuit breaker will operate reliably for a minimum of 6 years from first date of service.
 - viii. Oversee Breaker Inspection and assure recorded measurements per the manufacturer instruction book.
 - ix. All/Any Circuit Breaker models are to be included in the scope of the contract. The list would include models from manufacturers such as GE, ABB, Westinghouse Siemens, Cutler Hammer, Joslyn, S&C, Alstom, Allis Chalmers, Mitsubishi, HVB, Brown Boveri, HICO, McGraw Edison, Federal Pacific to name most.
- d. Instrument Transformers
 - i. Specific Equipment Tests (Performed per ANSI/IEEE C57.13 and C57.13.1 or latest revision)
 - ii. Inspect physical condition
 - iii. Power Factor
 - iv. VTs, CCVTs: Voltage ratio reads using Doble M4100 test set and records all secondary voltages.
- e. Thermal and SF6 Gas Imaging
 - i. Certified Level 1 Inspection for thermal condition of substation equipment utilizing FLIR P640.
 - ii. SF6 Gas leak inspections utilizing FLIR GasFindIR SF6 camera.

E. TRANSMISSION DESIGN SERVICES

The Supplier shall provide Engineering Services with respect to Transmission Design.

Transmission Design Services include but are not limited to the following:

1. The Supplier will provide all related engineering services for the design of overhead and underground transmission lines from 11.5 kV to 345 kV:
 - a. Routing analysis.
 - b. LiDAR based surveying for overhead transmission line plan & profile production using latest version of the PLS-CADD. A LIDAR survey based on AVANGRID standards in terms of accuracy along with full feature code will be needed as well as oblique and ortho imagery. A full feature classification with PLS-CADD model will be a part of this requirement.
 - c. Construction staking.
 - d. Electrical engineering.
 - e. Structural engineering.
 - f. Geotechnical engineering and foundation design.
 - g. Structure layout using PLS-CADD, (Pole/Tower), CAISSON software.
 - h. Development of complete material list.
 - i. Project management.
 - j. Environmental, permitting & compliance technical support.
 - k. Construction inspection & assessment, submittal review, RFI response, and support of design changes as per AVANGRID's design change procedures.
 - l. Engineering field support.
 - m. Input data for the SAP WMS and SmartMap Systems and reconcile project completions.
 - n. Develop construction cost estimates.
 - o. Produce material, construction and EPC specifications.
 - p. Create accurate, quality SAP work orders, including identifying assets to be installed, transferred and/or retired.
2. The Supplier shall cost effectively handle transmission projects of various sizes, geographically dispersed regions and complexity, including but not limited to the following:
 - a. New 11.5 kV to 345 kV Overhead transmission lines utilizing wood and steel structures. Some structures are from AVANGRID standards, others are not covered by the standards.
 - b. New 11.5 kV to 345 kV underground transmission lines, utilizing XLPE, EPR or pipe type cables' technologies.
 - c. New 34.5 to 345kV lines with distribution underbuilds.
 - d. Transmission line relocations for highways, developers, other utilities, etc., that may involve Horizontal directional drilling (HDD) or Jack and Bore (J&B) constructions for UG cables systems.
 - e. Transmission line resiliency projects
 - f. Line rating analysis of existing and new transmission lines.

- g. Reconductoring projects which may include review/modeling/inspection of existing overhead and underground transmission infrastructure and review of conceptual engineering design (as applicable).
3. The deliverables shall include all documentation necessary to permit, engineer and construct the Project facility(s) including, but not limited to:
 - a. Engineering studies and calculations.
 - b. Surveys.
 - c. Specifications for engineered equipment.
 - d. Work scopes for engineering services.
 - e. Work scopes for construction services.
 - f. Bill of Materials.
 - g. Review drawings for Owner use.
 - h. Construction drawings stamped by a licensed professional engineer.
 - i. Monthly progress reports for engineering.
 - j. Monthly schedules for engineering.
 - k. Monthly cash flows for engineering.
 - l. Monthly invoices for Owner review.
4. The design shall be based on performance parameters provided by the Company and shall be designed in accordance with applicable Company standards, the National Electric Safety Code, other National and International standards and applicable regulatory codes.

F. ELECTRIC AND/OR CIVIL DISTRIBUTION FACILITY DESIGN SERVICES

The Supplier is to provide Engineering Services to the Company with respect to Electric and/or Civil Distribution Facility design. Engineering services are to support the planning, design, construction, expansion and renovation of electrical overhead and underground distribution facilities.

All design work will be based on performance parameters provided by the Company and will be designed in accordance with the National Electric Safety Code, applicable Company standards and applicable Federal and State codes.

Electric and/or Civil Distribution Facility Design Services shall include, but are not limited to the following:

1. All related engineering services for the design of overhead and underground electric and/or civil distribution facilities:
 - a. Determine the Company's needs/facility requirements and prepare feasibility study to include conceptual design, scope of work and preliminary cost estimate.
 - b. Develop and investigate alternatives/options; cost, advantage, disadvantage, risk.
 - c. Develop proposal documents.
 - d. Develop final design, material list, bill of quantities, cost estimate and schedule.
 - e. Prepare equipment and materials specifications approved by the Company.
 - f. Prepare Auto CAD drawings – to be used to bid/award construction.
 - g. Perform field surveys and stakeouts.

- h. Act as the Company's agent by:
 - i. Acquiring all necessary permits and State/County/Municipality approvals.
 - ii. Coordinate the design and work process between the customer, Company, contractors, trades, other utilities, municipality and others involved in the process.
 - iii. Input data into the SAP WMS and SmartMap systems, GIS, others and reconcile project completions.
 - iv. Create accurate, quality SAP work orders, including identifying assets to be installed, transferred and/or retired.
 - v. Training of their workforce due to retention, changes in their workforce.
2. Projects include:
- a. Major Company projects for new and upgraded facilities:
 - i. Line extensions for a single customer.
 - ii. Multiple buildings in industrial and/or commercial parks.
 - b. New Subdivisions and subdivision extensions with the number of lots from 4 to 50 and above.
 - c. Complete decommissioning and removal of low voltage 4KV or higher voltage distribution substations.
 - d. Elimination of step-down bank transformers.
 - e. Design and rebuilding of cage (mat and fence) transformer locations.
 - f. Feeder overload relief design.
 - g. Transformer vault design; building and below grade.
 - h. Interconnection of Distributed Energy Resource (DER) on the distribution system.
 - i. Underground network cable replacement design.
 - j. Simple Service:
 - i. Simple electric service from existing secondary voltage facilities.
 - ii. Small line extensions requiring primary, secondary and a transformer.
 - k. Replacements/Expansions:
 - i. Interference with road work or new structure from another agency.
 - ii. Internal operating company initiatives.
 - l. Structural civil engineering services.
 - m. Civil construction design plans involving underground structures; splice chambers, conduits, systems and vaults – confined space certification required. Typical work is:
 - i. Repair or expansion of existing
 - ii. Replacement of existing
 - iii. Installation on new facilities
 - n. Directional borings.
 - o. Jack and bore construction.
 - p. Design of alternate supports in place of wood pole.
 - q. Engineered traffic planning designs:
 - i. Work with State or Local control to obtain approval.
 - ii. Major upgrades to the distribution system, complex designs.
 - iii. Automation.
 - iv. Process and submit complex Highway permits to the proper highway authority.
3. Supplier shall provide all related distribution engineering support services including but not limited to:

- a. Development and maintenance of all related material and equipment specifications and design construction standards;
- b. Vendor and material selection, evaluation, and obtain Company approval.
- c. Failure analyses;
- d. Studies to resolve stray voltage, RI/TVI, ferroresonance (nonlinear resonance) problems, etc.
- e. Training of field forces on new equipment, procedures, etc.
- f. Asset management programs such as a wood pole management program, etc.
- g. Code and policy interpretation;
- h. Street lighting;
- i. Development and maintenance of CMS assemblies;
- j. Power flow simulations;
- k. Soil classifications;
- l. Keyhole and open cut test pit witnessing;
- m. Pole loading calculations;
- n. Cable pulling calculations;
- o. Submission of FAA Form 7460-1 and FAA Form 7460-2;
- p. Training of their workforce due to retention, changes in their workforce.

All design work will be based on performance parameters provided by the Company and will be designed in accordance with applicable Company standards, engineering guidelines, practices and operating procedures as well as all applicable Federal, State and local Municipal codes.

G. SPECIFICATIONS AND STANDARDS DEVELOPMENT SERVICES

The Supplier shall provide Engineering Services to the Company with respect to Specification and Standards Development. This shall include any equipment or software access associated with completion of work scope. The scope includes equipment; material and construction specifications and standards; engineering design standards for gas and electric transmission and distribution; electrical substation and system protection; gas regulator and compressor stations; and power generation facilities.

Specifications and Standards Development Services include but are not limited to the following:

1. As directed by the Company, the Supplier shall provide administrative support and develop and or modify electric and gas equipment, materials, engineering design and construction and maintenance specifications and standards. The Supplier is expected to act as a liaison between the various Operating Companies so where appropriate the work product shall reflect Company or industry-wide best practices.
2. The standards and specifications work includes the following:
 - a. Electric Engineering Design and Construction Standards,
 - b. Electric and Engineering Maintenance Standards,
 - c. Electric Material and Equipment Specifications,
 - d. Corrosion Manuals,
 - e. Operating and Maintenance Plans.

H. SURVEY AND GPS SUPPORT SERVICES

The Supplier shall provide Surveying and GPS Support Services. When required by the Company, work is to be performed under the supervision of a Professional Land Surveyor licensed in the state where the project is located.

Survey and GPS Support Services include but are not limited to the following:

1. The Supplier shall plan, conduct and document preliminary studies in conjunction with surveying projects:
 - a. Provide alternatives to completing specific projects.
 - b. Complete preliminary surveying and layouts.
 - c. Conduct field measurements and/or field survey to produce base plans for engineering design.
2. The Supplier shall plan, conduct and document the final surveying maps:
 - a. Develop final surveying, maps and layouts.
 - b. Utilize computer services as required in surveying and mapping activities.
3. The surveying requirements for the Company include the following:
 - a. Property or Boundary Surveys - Surveying and mapping necessary to determine boundary lines represented by deeds of record. ALTA/ACSM standards, as further defined by the Company, shall be followed for boundary survey work, to include address, property owner, business name, etc.
 - b. Topographic and Planimetric Surveying - Surveying and mapping necessary to show surface relief, planimetric features, structures, above ground and below ground utilities, all overhead/underground structures, catch basins, splice chambers, manholes, vaults, etc., shall be shown in proper dimensions. Incorporate as-built records obtained from various Utilities, to represent all overhead, at grade and underground structures within the project boundary.
 - c. Engineering/Construction Surveys - Surveying and mapping necessary for engineering/construction layout or stakeout, as-built, preliminary design, etc., includes such items as roadway curbs, traffic markings, traffic loops, splice chamber/manhole/hand hole/vault covers, catch basins, gate valves, hydrants, known pipes (type, size and inverts), any overhead equipment/structures, etc.
 - d. Control Surveys - Surveying and mapping necessary to provide horizontal and vertical control necessary to establish control networks, site survey controls, baselines, benchmarks, elevation references, photogrammetric control, etc.,
 - e. Precise deformation and/or subsidence monitoring surveys - Surveying, mapping and reporting of geophysical or structural movement over time relative to permanent fixed monumentation in support of specific licensing requirements,
 - f. Transmission Line Surveys – Including but not limited to centerline profiles, conductor sags, wire attachments, structure and anchor layout and staking. An experienced transmission line survey crew shall be available in close proximity to Binghamton NY, Rochester NY, Orange, CT and Augusta ME to work closely with AVANGRID engineers as needed.
 - g. Gas Transmission Line Surveys – Including but not limited to underground line locating, centerline profile layouts and staking and right of way limit identification. An experienced and Operator Qualified survey crew shall be available in close

- proximity to Binghamton NY, Rochester NY, Orange, CT, Hartford, CT and Pittsfield, MA to work closely with AVANGRID engineers as needed.
- h. Bathymetric Surveys - Including mapping of underwater structures, impoundment and stream/river channel bottom and profiles mapping, and sediment measurement, profiles and mapping.
4. Deliverables shall be specified by the Company and may include survey notes, reference drawings, final drawings, reports including narrative descriptions of the work, computations, boundary plats, certifications, etc.
 5. GPS surveying shall be used as directed by the Company as a means of providing surveying support and/or as an alternative to conventional surveying when practical and economical to do so. The Supplier shall provide GPS services in accordance with generally accepted industry practices, manufacturer's recommendations and Company work scope/work authorization. Standards of the Federal Geographic Data Committee (FGDC) shall be utilized. This shall include staff and equipment resources.
 - a. The following illustrate GPS project requirements:
 - i. Geodetic GPS control networks, control network densification & feature locations,
 - ii. GPS topographic mapping augmented with laser rangefinder vectors for mapping and/or GIS database updates,
 - iii. RTK GPS site or area control networks and site surveys.
 - b. Deliverables for GPS work shall include field notes, raw data files, computations, closure checks, narrative descriptions of the work, table of results, data files for reference stations used and, project location maps.
 6. As directed, the Supplier shall provide aerial photography services in support of the Company's surveying and mapping activities. When required by the Company, work shall be performed under the supervision of a Certified Photogrammetrist of the American Society of Photogrammetry and Remote Sensing. The photo project area, scale, type and flights shall be outlined by the Company. Aerial data is required for preliminary site studies, line routing and planimetric (vector) base mapping, etc. The aerial projects shall be done in accordance with the Company's standards. The following highlight aerial photography requirements:
 - a. Accepted aerial photographic/photogrammetric procedures (flying conditions, control network design, orthometric techniques, etc.) shall be followed to ensure results commensurate with the specified quality and accuracy of each project,
 - b. Specified geographic control (ground or airborne) shall be used for coordinate-driven mapping output. A projected mapping system, normally NAD83 and NGVD88, shall be used.
 - c. The scope, as stipulated by the project, may include the whole or any part(s) of the photogrammetric process, as follows:
 - i. Aerial Photography - Contact prints, digital image scans, flight maps, etc.
 - ii. Geographic Control - Pre-paneling aerial targets, GPS control networks, etc.
 - iii. Photogrammetric Data - Flight/camera reports, geographic control reports, stereomodeling solutions, aerotriangulation reports, etc.
 - iv. Orthometric Products - Orthophotos, planimetrics, topographic mapping, etc.

- v. Light Imaging Detection and Ranging (LIDAR): LIDAR data with feature coded data in ASCII and PLS-CADD format.
7. The Supplier shall maintain all information and data in an acceptable manner to facilitate quality control functions.

I. ENVIRONMENTAL AND LICENSING/PERMITTING

The Supplier shall identify all environmental and land use approvals required to perform the Work, shall prepare and submit all needed license/permit applications, and shall provide all necessary permitting support. All work shall be done according to ESOP-IUSA.019. All usage in ESOP-IUSA.019 of "Engineering Firm" shall mean "Supplier" for this Specification. As necessary the Work shall include, but may not be limited to, the following:

- a. Survey of Protected & Significant Natural & Cultural Resources,
 - b. Evaluation of required environmental/land use approvals,
 - c. Erosion and Sediment Control Plan,
 - d. Spill Prevention, Control and Countermeasure Plan (SPCC),
 - e. Stormwater Pollution Prevention Plan (SWPPP),
 - f. Stormwater Management Plan,
 - g. Stormwater Management System Operations Manual,
 - h. Application Preparation, Follow-up Submittals, and Permitting Support,
 - i. Post-Permitting Support.
1. The Supplier shall review project scope and location, and identify, survey in the field, evaluate the regulated status of, and document as appropriate, all wetlands, water bodies, significant wildlife habitat, rare, threatened, and endangered species and their habitat, and any other protected natural resources, as well as all cultural (historic, prehistoric and architectural) resources potentially affected by the project.
 2. The Supplier shall review project work scope, protected and significant natural resources survey results, all relevant Federal, state, regional, and local laws, regulations, and ordinances, consult and, as necessary, meet with appropriate regulatory agencies/bodies, and evaluate, identify and document all required environmental/land use approvals. Documentation shall include required approvals, application forms, public notice requirements, public hearing/meeting requirements, review times, meeting schedules, application fees, and any other relevant processing information.
 3. The Supplier shall identify requirements for compensation of unavoidable impacts to protected natural resources, including developing and evaluating compensation options (i.e., land preservation, land improvements, and in-lieu fees) and estimating costs for each option.
 4. The Supplier shall provide a comprehensive list of all required approvals to the Company as soon as required approvals are identified. The list shall conform to the Permit/License Tracking Form (EFORM-IUSA.010). The Contractor shall update the form and submit to the Company in ProjectWise each month throughout the duration of the Project Work.

5. An SPCC Plan meeting the requirements of all necessary environmental and land use approvals shall be developed for the Project by the Contractor per the requirements of ESOP-IUSA.019.
6. An erosion and sedimentation control plan meeting the requirements of all necessary environmental and land use approvals shall be developed for the Project by the Supplier per the requirements of ESOP-IUSA.019.
7. A Stormwater Management Plan shall be developed for the Project by the Supplier per the requirements of ESOP-IUSA.019.
8. A Stormwater Management System Operations Manual shall be developed by the Supplier for all Projects for which a Stormwater Management Plan is required per the requirements of ESOP-IUSA.019.
9. The Supplier shall review any Federal Aviation Administration (FAA) requirements based on the Project scope. Such review may require approval from the FAA for the Project, which shall be obtained by the Supplier. Adjustments to the Project design to be compliant with FAA requirements shall be implemented by the Supplier.
10. The construction of line facilities for the Project may require permits from the following entities where the lines cross over certain facilities:
 - a. Railroads,
 - b. Highways,
 - i. State Transportation Departments,
 - ii. Toll Road Authorities.
 - c. Navigable Waterways,
 - d. US Army Corps of Engineers,
 - e. Canal Authorities.
11. The Supplier shall obtain these permits for the Project and develop any drawings or designs necessary for this Work.
12. The Supplier shall develop any traffic control plans in advance of construction for review and approval by the regulatory bodies issuing permits for the line crossings.
13. For Projects requiring access to environmentally sensitive areas, the Supplier shall prepare an Access Plan. This Access Plan shall show on maps with aerial photos the location of the Company's land ownership, and existing facilities, the Project's proposed facilities, environmentally sensitive areas, and suggested locations and routes for the Construction Supplier to access the Project Work.
14. The Supplier shall complete draft applications for all required environmental and land use permits/approvals. Draft applications shall be submitted to the Company for review and comment, no less than two (2) weeks before the target submittal date. Copies of all final applications shall be submitted to the Company at the time these are submitted to regulatory bodies.
15. Follow-up submittals (e.g., additional or updated information, responses to information requests, etc.) shall be prepared and submitted to the appropriate regulatory body as

requested and as needed by the Supplier. Copies of all follow-up submittals shall be submitted to the Company at the time these are submitted to regulatory bodies.

16. The Supplier shall request draft licenses from the Maine, New York, Massachusetts and Connecticut environmental regulatory authorities for all projects (excluding Permits by Rule) prior to issuance of the final license per the requirements of ESOP-IUSA.019.
17. If the Supplier and/or the Company determine it would be beneficial to obtain a draft license from any other regulatory agency or body before a final license is issued, the draft license shall be requested and obtained from the appropriate regulatory agency or body prior to issuance of final license by the Supplier per the requirements of ESOP-IUSA.019.
18. The Supplier shall provide all necessary post-permitting support, including but not limited to:
 - a. For each permit received, a summary of all significant conditions of approval to the Company using the Permit/License Tracking form (EFORM-IUSA.010).
 - b. Preparation and submittal of Notice of Intent to Comply, Work Start Notification, and Compliance Certification, with copies submitted to the Company,
 - c. At the request of the Company, preparation and submittal of any other deliverables required as a condition of any approval for the project, with copies submitted to the Company.

SCHEDULE C Terms and Conditions

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ARTICLE 1 – CONTRACT DOCUMENTATION AND DESCRIPTION OF SERVICES

Pursuant to that certain Master Services Procurement Agreement (the “Agreement”) between **Avangrid Service Company** (hereinafter, “Customer”), and [REDACTED] (hereinafter, “Supplier” or “Contractor”), the entity (Customer and/or Company (ies)) named in the given Purchase Order, engages the Supplier, and the Supplier hereby agrees to perform the Services.

The Services shall be as described in **Schedule B** of the Agreement; as such, Schedule may be amended, modified or supplemented and attached hereto for the purposes of the Purchase Order.

The provision of the Services shall be governed by the order of precedence set forth in the Agreement, Section 2.2(c) of the Agreement.

All work shall be invoiced in accordance with the pricing schedule approved by Customer for the Services, “Pricing Schedule,” included in **Schedule D**, attached hereto and made a part hereof (unless otherwise agreed to in writing by the Customer).

Supplier further agrees to do the following:

A. Supplier, through its experience and the normal course of business, has included full provision for local wage rates, travel and subsistence rates, allowances and conditions, if any, as well as allowances for any other measures necessary to complete the work in a satisfactory manner in accordance with this Agreement.

B. Supplier has read, understands and shall comply with **Schedule E**, hereby referred to as “Special Conditions”, attached hereto and made a part hereof.

C. Upon execution (for purposes hereof execution means when Supplier has begun to provide Services pursuant to the Purchase Order) of a Purchase Order:

1) Supplier has examined all available records pertaining to the work.

2) Supplier further states that the Contract Price and detailed schedule for completion of the work are based on Supplier’s known knowledge and judgment of the conditions and hazards involved, and not upon a representation of the Customer. The Customer assumes no responsibility for any understandings or representation made by any of their representatives during or prior to execution of this Agreement unless such understandings or representations are expressly stated in this Agreement and the Agreement expressly provides that the responsibility is assumed by the Customer.

ARTICLE 2 - CONTRACT PRICE

The Contract Price for the Services (made up of the costs, fees and expenses arising under Article 3 below) shall be set forth in the Purchase Order and shall be considered fixed unless stated otherwise (time and equipment, for example) on the face of the Purchase Order.

ARTICLE 3 - REIMBURSABLE ITEMS

The Supplier shall be reimbursed for the following items for Services performed under this Agreement:

A. Fees

Supplier shall be paid at the rates per hour specified in ***Schedule D*** to the Agreement for time spent in the actual performance of Services hereunder, including the preparation of reports, UNLESS a predetermined firm lump sum price has been agreed upon by both parties for all or part of the work, the criteria of which would take precedence as referenced therein. Time spent in Normal Commuting is not a billable expense. The term "Normal Commuting" means Supplier's first trip to any Work Location in a given day and Supplier's last trip from any Work Location in a given day. The term "Work Location" shall mean any location at which Services are or are to be performed by the Supplier. The term "Supplier's Base" shall mean the location or respective locations (which shall be disclosed to Customer in advance) from which Supplier will normally travel to Work Locations to perform Services. The Supplier agrees whenever possible, to coordinate travel arrangements that will maximize time spent in performing Services for the Customer.

(i) Customer will not reimburse Supplier for additional expenses invoiced separately under a fixed bid project. The Supplier must include all the expected expenses from the quoted project within the fixed bid proposal.

(ii) Supplier will follow Customer's holidays. Supplier will not be compensated for work performed during Customer's holidays.

(ii) Customer reserves the right to renegotiate or reject expenses when the Supplier's local office personnel are not utilized for the awarded project but meet the required job classification/criteria to complete the project and Supplier utilizes resources from other Supplier's offices.

B. Travel Expenses

(i) Customer will pay or reimburse Supplier for actual cost of travel expenses incurred during the course of travel undertaken at Customer's request for the performance of Services, including travel from Work Location to Work Location, not including Normal Commuting, as follows:

- Customer will pay or reimburse Supplier for the actual cost of reasonable meals; and
- Customer will not reimburse Supplier's meal expenses for travel when an individual leaves their home base and returns to their respective home base within the same day.

(ii) If not otherwise specified by the Customer, Supplier will use the travel agency online platform provided by Customer and the choices therefore offered to book the necessary travel arrangements. (car rental, hotel, plane/train, etc.).

(iii) The Supplier may rent a car to travel from Work Location to Work Location. Supplier will be reimbursed actual cost of all parking, highway, and/or bridge charges paid en route.

ARTICLE 4 - PAYMENTS

A. Payments of undisputed portions of an invoice will be made by the 60th day after the receipt by Customer of a properly completed invoice, supported by original receipts, and detailing the travel expenses.

As additional security for the faithful performance of the Supplier's obligations set forth in this Agreement, Customer shall deduct and retain from all progress payments five percent (5%) of the undisputed invoice amount ("Retention").

Customer agrees to pay the remaining five percent (5%) "Retention" upon Project Completion Date rendered or earlier if mutually agreed upon between Customer's and Supplier's representatives.

B. An original and copy of each invoice are to be mailed to the "Bill to Location" provided in the Purchase Order.

Each invoice shall show the Purchase Order Number, Supplier work location, payment terms and the job name and other information, which may be required or reasonably requested by Customer.

The following documentation must accompany each invoice:

(i) Summary statements listing employee name, job classification, hours charged and hourly billing rates (both straight time and overtime if applicable) and total charges for the invoice period.

(ii) Copy of invoices for material, services, rentals, contracts, and other items purchased or rented in connection with the Services.

(iii) Copies of expense account summary sheets for each individual performing Services will be provided. The summary sheet will summarize lodging, meals, transportation and any other expenses. The period of time will also be shown. Supplier shall retain copies of supporting documents for such expense accounts, and these will be made available for Customer review upon written request by Customer. Supplier shall preserve all pertinent records supporting payment for Services hereunder for a period of two (2) years after final payment for the Services.

(iv) For the initial invoice submitted by Supplier for the Services under this Agreement, the bank account number of Supplier to which payments should be made by Customer and/or Company under this Agreement must be provided in writing with evidence of account ownership as provided herein. For any change in such bank account information, Supplier shall at least thirty (30) days prior to the applicable payment date provide Customer and Company with an account ownership certificate acceptable to Customer for any change to the original bank account information, in addition to the requirements set forth below.

Supplier acknowledges that invoices that do not contain the above information or are not addressed as stated in the Purchase Order may cause payment delay.

A) Method of payment

All payments by Customer and/or Company will be made by bank to the bank account that the Supplier notifies Customer at least thirty (30) days prior to the applicable payment date pursuant to the notice requirements in this Agreement. Supplier must prove the account ownership and the identifying details of the bank account.

Any change in the bank details of the Supplier must be duly notified to Customer and/or Company, including the relevant supporting documentation. Otherwise, Customer and Company will not be obligated to make payment to the new account and payment to the former account will constitute a discharge of all obligations by Customer and Company. In any case, Customer and Company may withhold the corresponding payment, without incurring any type of liability, until the provider proves reasonable evidence of the ownership of the bank account. In the event Supplier owes money to the Customer or has defaulted under this Agreement or under any other agreements with the Customer, or Supplier has failed to pay any amount owed to the Customer whether pursuant to an agreement, a statutory or regulatory fine, the imposition of statutory or regulatory damages, or

otherwise (collectively, the “Obligations”), the Customer may, at its option, setoff and/or net any or all such Obligations against any amounts owed by the Customer to the Supplier.

B) Communications

Any notifications, requests and other communications by Supplier related to the administrative management and payments under this Agreement shall be made in writing through the secure communication channel implemented for that purpose by Customer and/or Company. If such secure communication channel is not available, such notifications, requests and other such communications by Supplier must be either: (i) delivered personally; (ii) sent by fax or e-mail (with confirmation); or (iii) sent by mail (with proof of delivery) to the address listed as belonging to each party in the Agreement.

ARTICLE 5 – TAXES

The Contract Price does not include sales/use taxes. Supplier shall be responsible for payment of and assumes exclusive liability for any and all contributions or taxes imposed by or required under the laws of the State of New York or any other state or Federal law, or the Federal Social Security Act or any other act, now or hereafter in effect, upon or in respect to, wages, salaries, benefits or other compensation paid to employees engaged upon or in connection with the Services. Customer shall withhold from any payments due Supplier hereunder any amounts that it is required to withhold pursuant to any Federal or State tax laws.

ARTICLE 6 – CHANGES

No changes in the Scope of Services are authorized unless made by Customer and sustained by written Supplement. A Change is an addition, deletion, or revision in the Services or an adjustment in the Contract Price or the Schedule. Changes made by Supplier, unless authorized by an executed Supplement, shall be made at the sole risk of Supplier, there being no financial recourse against Customer. No changes in the Agreement will be made without a written Supplement agreed by Customer and/or Company(ies) with Supplier. Unless otherwise agreed, all Supplements shall be governed by the conditions of this Agreement.

ARTICLE 7 - CLAIMS/DISPUTES

A. Any claims by Supplier relating to this Agreement, must be submitted to the Customer in writing within fourteen (14) calendar days of initial occurrence of the basis for the claim. Failure to provide such notification shall be deemed waiver of such claim.

B. The notice of claim shall include the particulars and shall specify the cause or other basis of the claim, and shall include substantiation of the amount and/or extension to which the Supplier considers itself to be entitled in connection with the Agreement.

C. dispute or claims by the Supplier shall not affect the diligent prosecution by Supplier of the Services.

D. The Parties agree to hold a meeting promptly to attempt in good faith to negotiate a resolution of the dispute, such meeting to be attended by representatives of the Parties with decision-making authority regarding the dispute. If, within twenty-one (21) days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, either Party may refer the dispute to a court under Article 41 which is to be the sole legally binding forum available to the Parties for resolution of a dispute hereunder.

ARTICLE 8 – AUDIT

Supplier shall check all materials and labor entering into the Services and shall keep full and detailed accounts as may be necessary to provide proper financial management under this Agreement. At all reasonable times, the Customer shall have access to the Supplier's offices, work and records pertinent to all charges, for inspection, audit and review. Supplier shall permit such examination and make appropriate adjustments as may be required by the results of the audit. All results of these audits must be kept confidential between the Parties and their agents. This provision shall remain in effect for two (2) years following final payment under this Agreement.

ARTICLE 9 - RIGHTS, PRIVILEGES, REMEDIES; NON WAIVER

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.

ARTICLE 10 - NON WAIVER OF RIGHTS

Any failure by the Customer to enforce or require the strict performance of the terms or conditions of this Agreement shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way.

ARTICLE 11 - SET-OFF

In the event Supplier owes money to the Customer or has defaulted under this Agreement or under any other agreements with the Customer, or Supplier has failed to pay any amount owed to the Customer whether pursuant to an agreement, a statutory or regulatory fine, the imposition of statutory or regulatory damages, or otherwise (collectively, the “Obligations”), the Customer may,

at its option, setoff and/or net any or all such Obligations against any amounts owed by the Customer to the Supplier.

ARTICLE 12 - CONFLICTING DOCUMENTS

To the extent, if any, that the specifications, drawings or other documents that may be referenced herein conflict with the provisions of this Agreement, the order of precedence set forth in Section 2.2(c) of the Agreement shall govern such conflict.

ARTICLE 13 - INDEPENDENT SUPPLIER

Supplier is and shall always remain an independent contractor in its performance of this Agreement. With the exception of staff augmentation engineering services required by Customer, where Supplier's personnel work out of Customer's offices under Customer's direction, the provisions of this Agreement shall not be construed as authorizing or reserving to Customer any right to exercise any control or direction over the operations, activities, employees or agents of Supplier in connection with this Agreement. Neither Party to this Agreement shall have any authority to employ any person as agent or employee for or on behalf of the other party to this Agreement for any purpose, and neither Party to this Agreement, nor any person performing any duties or engaging in any work at the request of such Party, shall be deemed to be an employee or agent of the other Party to this Agreement.

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

ARTICLE 14 – SUBCONTRACTS

If Supplier shall cause any part of the work to be performed by a sub-contractor, the provisions of this Agreement shall apply to such sub-contractor and its officers, agents or employees in all aspects as if they were employees of Supplier, and Supplier shall not thereby be discharged from any of its obligations and liability hereunder, but shall be liable hereunder for all acts and omissions of the sub-contractors. Nothing hereunder shall create any contractual relationship between Customer and any subcontractor or any sub-subcontractor.

The Supplier shall submit a list of those work items which it plans to subcontract and the names of Supplier's subcontractor proposed for the work together with all materials for an evaluation by Customer's Corporate Security Group. Supplier's subcontractor may not be changed except at the request of or with the written approval of the Customer, which shall not be unreasonably withheld.

The Customer shall promptly notify the Supplier in writing if, after due investigation, Customer has reasonable objection to any subcontractor on such list and does not accept it. Copies of all subcontracts shall be furnished to the applicable Customer contract management representative.

Supplier shall assign to Customer any subcontractor warranties applicable to the Services that extend beyond the applicable warranty period upon the expiration or termination of such warranty period. Contractor shall assign any subcontractor warranties applicable to the Services to Customer if Supplier becomes insolvent or files for bankruptcy.

ARTICLE 15 - 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.

ARTICLE 16 – SAFETY

Customer may at any time suspend the work or any part thereof, immediately and verbally for reasons of safety. In the event of any work stoppage, Supplier shall properly protect such work as may be liable to sustain injury from any cause.

The Avangrid Networks Contractor Safety Guide for Suppliers are attached hereto and made a part hereof, as ***Schedule J*** and shall apply to all work performed under this Agreement.

ARTICLE 17 – ACCIDENT, SECURITY AND LOSS PREVENTION

Supplier shall not supervise, direct, control or have authority over any Customer or Contractor work, nor shall Supplier be responsible for security or safety at any job site. For the protection of workers and the public, the Supplier will take all necessary and advisable precautions to comply with the specific applicable requirements of all Customer and Contractor safety programs for the safety of all persons and property at, on, or near the work site to the extent Supplier has been informed of such requirements in writing. Supplier is responsible for the security and protection of its own personnel, equipment, supplies, and tools used in connection with the Services. Supplier must use due care to protect any of the Customer's or Company(ies)'s property in its possession at any time while performing the Services, which must not be less than the care exercised by Supplier with its own property, and Supplier is responsible for any damage to such property resulting from its failure to use such care. For the avoidance of doubt, this Article shall be subject to the terms of the Data Security Rider, if applicable.

ARTICLE 18 – INSURANCE

Supplier shall maintain insurance in accordance with the requirements as set forth in ***Schedule G*** and the cyber insurance requirements set forth in ***Schedule H***. Supplier must maintain applicable

insurance for the full term of this Agreement. An insurance certificate must be mailed to Customer prior to starting Services.

ARTICLE 19 – INDEMNIFICATION

Supplier will indemnify, defend at its expense and hold harmless, to the fullest extent permissible by law, the Customer and its Affiliates, directors, officers, employees, shareholders, managers, members, partners, agents, successors, permitted assigns, and all affiliated and subsidiary companies, corporations, trusts, partnerships, joint ventures (including joint venture partners), associated companies, associations, subsidiaries of the foregoing and individuals which are now or may hereafter be owned, controlled, operated, or directed by or a subsidiary to Customer, (the "Indemnatee"), from and against any and all claims, demands, suits, losses, costs, fees, damages or expenses it may suffer, or for which it may be held liable, whether including, without limitation, reasonable expenses and attorney's fees incurred in the connection therewith, by reason of:

- A. any patent, trademark, or copyright infringement claim, or any design, device, process or procedure used, installed or provided by the Supplier or its agents or subcontractors under this Agreement;
- B. any work-related accident or injury affecting an employee, agent or subcontractor of the Supplier, 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 Supplier alleging that:
 - i. the Indemnatee is required to maintain worker's compensation or unemployment or any other type of insurance upon any employee, agent or subcontractor of the Supplier;
 - ii. the Indemnatee is liable for tax payments or withholding with respect to any employee, agent or subcontractor of the Supplier;
 - iii. any employee, agent or subcontractor of the Supplier is entitled to receive employee benefits from the Indemnatee, including, without limitation, vacation, deferred compensation, medical, pension, 401(k) or any other benefit available to the Indemnatee's employees; and
 - iv. the Indemnatee is liable to any party, for any reason, but only due to the extent caused by negligent performance of Services or omissions by an employee, agent or subcontractor of the Supplier;
- D. bodily injury, including death, to any person or persons, but only due to the extent caused by negligent, reckless or willful actions or omissions of the Supplier or its agents or subcontractors;

- E. Damage to or destruction of any property, including loss of use thereof, but only due to the extent caused by negligent, reckless or willful actions or omissions of the Supplier, or its agents or subcontractors.

Individual employees, agents and subcontractors of the Supplier who are performing services for the Indemnitee under this Agreement shall be considered to be employees, agents or subcontractors of the Supplier 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 Supplier under this Agreement shall be deemed to be actions of the Supplier under these indemnities and this Agreement. In furtherance of the foregoing indemnification and not by way of limitation thereof, the Supplier 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 Supplier consents to a cause of action for indemnity.

ARTICLE 20 – WARRANTY

The Supplier warrants that the Services performed under this Agreement shall be performed in accordance with any Customer and applicable Company's technical documentation, standards, manuals and procedure or and other procedure specified in the RFP together with the specifications set forth in a Purchase Order or elsewhere herein, and otherwise in accordance with sound and generally accepted industry practice by those who render these types of services with that degree of skill and care as required by customarily accepted professional practices and procedures, at the time such services are performed. If the Supplier's Services are faulty, the Supplier shall for a period of one (1) year after completion of Services, without labor charge and adders or other fee to Customer, promptly re-perform such Services to the extent necessary to correct the fault therein. This provision shall not be construed to affect or limit the liability of the Supplier to third parties, Supplier's obligation to Customer pursuant to the Indemnification clause contained herein or any other remedy which may be available to Customer under applicable law. The warranty hereunder is transferable to any assignee of Customer's rights under this Agreement, including for any remaining warranty period should an assignment occur.

ARTICLE 21 - APPROVAL/ACCEPTANCE

All work under this Agreement shall be subject to the Customer's inspection and approval before payment. Acceptance of Services hereunder by Customer does not relive Supplier from any of its obligations under this Agreement or any scope of work and does not constitute waiver of any of the rights and remedies of Customer hereunder.

ARTICLE 22 - FORCE MAJEURE

For purposes of this Agreement, “Force Majeure Event” means, with respect to a Party, any event or circumstance, regardless of whether it was foreseeable, that was not caused by that Party or the negligence of that Party and that prevents a Party from complying with any of its obligations under this Agreement, and that the Party claiming the occurrence of such event has furnished the other Party with prompt notice when it appears that such cause will result in non-performance or shall threaten to impair such Party’s performance, except that a Force Majeure Event will not include a strike, workforce unavailability, or other labor unrest that affect only one Party, late delivery or breakage of equipment or materials (except to the extent due to a Force Majeure event otherwise excusable hereunder), lack of funds or change in economic circumstance, a failure of performance of any third party (except to the extent due to a Force Majeure event otherwise excusable hereunder), an increase in prices, a change in market demand, a change in law, weather or climatic conditions within the range of severity as recorded by the *National Oceanic and Atmospheric Administration* over the past twenty-five (25) years in the vicinity of the Site or elsewhere, or actions of a Governmental Authority with respect to the Supplier’s compliance, or failure to comply, with Applicable Laws, Permits, or Governmental Authority-imposed measures. Force Majeure may include without limitation the following events, (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies in each case within the country; (b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war in each case within the country; (c) riot, commotion, disorder, strike or lockout in each case within the country, by persons other than the Supplier, the Supplier’s Personnel, Subcontractors and other employees of the Supplier; (d) ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor’s use of such radiation or radio-activity; (e) natural catastrophes, such as earthquake, volcanic activity, hurricane or typhoon (but not any other weather, climate or metocean conditions) or (f) pandemic and epidemics, except as described for COVID 19 below.. Supplier shall have used its best efforts to remedy the delaying cause or condition and recommence performance, and has furnished the Customer with prompt written notice when it appears that such cause will result in non-performance or shall threaten to impair Customer’s ability to operate. Customer shall have the right, at its option and without being under any liability to Supplier, to cancel by notice in writing to Supplier the portion or portions of the work so affected and Supplier shall have the right to be paid for the Services adequately performed up to the date of the occurrence of the event of the Force Majeure Event. Correspondingly, Customer shall be excused for failure of performance herein due to any cause beyond its control and without its fault or negligence. Upon occurrence of a Force Majeure Event, the nonperforming Party shall promptly notify the other Party of occurrence of that Force Majeure Event, its effect on performance, and how long that Party expects it to last. Thereafter the nonperforming Party shall update that information as reasonably necessary. During a Force Majeure Event, the nonperforming Party shall use reasonable efforts to limit damages to the other party and to resume its performance under this Agreement. If the Force Majeure Event extends for more than [twenty (20)] days and if the Supplier cannot reasonably reschedule or perform any affected element of this Agreement, the Customer shall be entitled to terminate this Agreement upon notice to the Supplier. Supplier shall

furnish timely reports every ten (10) Business Days during the continuation of each Force Majeure Event with respect thereto and whenever such Force Majeure Event has ceased. If a Force Majeure Event materially affects Supplier's schedule for performance hereunder, Supplier may request an equitable adjustment and the Parties agree to memorialize schedule changes in a change order. If the effects of a Force Majeure Event last longer than six (6) months, that shall entitle Customer to terminate the Agreement or Purchase Order, as the case may be.

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

ARTICLE 23 - TITLE AND LIENS

Supplier represents and warrants that it has title to all equipment or material furnished hereunder free and clear of all liens and encumbrances. Complete legal and equitable title to each item of equipment or material covered by this Agreement shall pass to the Customer immediately upon delivery at job site. This provision shall apply irrespective of any terms of payment specified in this Agreement. Passage of title pursuant to this provision shall not release or waive any continuing or subsequent responsibility of Supplier under this Agreement.

Supplier shall take all action reasonably necessary to discharge, remove, or satisfy any lien filed against any property of the Customer, or any portion thereof, arising from any work, labor, services, or materials claimed to have been performed or furnished for, or on behalf of, the Supplier or any person or entity by or through the Supplier. Supplier shall forthwith take such action necessary to discharge, remove, or satisfy any such lien filed against the property of the Customer, including but not limited to posting of a bond. If the Supplier shall fail to discharge, remove, or satisfy any such lien within ten (10) days after notice of the existence of such lien has been provided by the Customer, the Customer shall have the right, but not the obligation, to pay the

amount of such lien, or discharge the same by deposit or bonding, and the amount so paid or deposited, or the premium paid for such bond, with interest at the maximum allowable by law, may be set-off against any payment due Supplier under this Agreement.

ARTICLE 24 - PROGRESS AND COMPLETION

It is expressly understood by the Supplier that TIME IS OF THE ESSENCE in the performance of the Purchase Order. The Supplier shall begin the work on the date of commencement set forth in the Purchase Order and complete it by the time stated in the Purchase Order. Notwithstanding the above, the Supplier shall carry the work forward expeditiously as is consistent with the exercise of professional skill and care and with adequate forces to allow orderly progress of the Project.

If the Supplier is delayed at any time in the progress of the work, written notice thereof, including an explanation of the cause and the anticipated duration of the delay, shall be given promptly to the Customer by the Supplier, but in no event later than five (5) days after such delay becomes apparent. Failure to give such notice promptly and within such time limit shall be deemed sufficient reason for denial by Customer of an extension of time for performance and may be deemed a default.

Failure of Supplier's subcontractor or materials and equipment suppliers to meet schedules shall not be cause for an extension of time. Supplier acknowledges that it has sole responsibility for expediting the efforts of its subcontractors, suppliers, and others.

Without prejudice to other remedies that Customer may have under the Agreement or the law, if Supplier fails to meet the time schedule or other delivery date obligations set forth in each individual Purchase Order (the "Guaranteed Delivery Dates"), for reasons directly attributable to Supplier or its subcontractors, if any, then Supplier shall pay to Customer as liquidated damages for such delay, and not as a penalty, the amounts set forth in the applicable Agreement, if any, for each day the delivery is late under the applicable Agreement (the "Liquidated Damages"). If the Agreement does not establish an amount, from the 5th day of Supplier failing to meet the Guaranteed Delivery Date the amount of the Liquidated Damages shall be equal to one percent (1%) of the Purchase Order price for each day of delay.

On each Purchase Order, such Liquidated Damages shall never exceed ten per cent (10%) of its value, including any adjustments or review carried out according with the terms hereunder.

The Parties acknowledge and agree that because of the unique nature of the performance it is difficult or impossible to determine with precision the amount of damages that would or might be incurred by Customer as a result of Supplier's failure to meet the Guaranteed Delivery Dates under the applicable Agreement, Statement of Work, or applicable order. It is understood and agreed by the Parties that (i) Customer shall be disadvantaged by failure of Supplier to meet such obligations, (ii) it would be impracticable or extremely difficult to quantify the amount of Customer's damages

resulting therefrom, and (iii) any Liquidated Damages payable under the applicable Agreement, Statement of Work, or applicable order are not a penalty, but instead represent a fair and reasonable estimate of damages for failure to meet Supplier's Guaranteed Delivery Dates.

In no event shall the payment of any Liquidated Damages excuse Supplier from performance of any of its other obligations under this Agreement or prejudice Customer's rights under the Agreement or Applicable Law.

Customer will continuously assess Supplier's performance, at the end of each milestone. Customer may determine that the performance of the Supplier is not in accordance with sound and generally accepted industry practice by those who render these types of services with that degree of skill and care as required by customarily accepted professional practices and procedures, in Customer's reasonable determination.

If Customer determines that Supplier has failed to perform in accordance with sound and generally accepted industry practice by those who render these types of services with that degree of skill and care as required by customarily accepted professional practices and procedures related to assessments over the course of the Services for each individual milestone, then if in Customer's reasonable discretion, Supplier fails to meet such standard, then Supplier will be determined to have not met the Guaranteed Delivery Date for that milestone.

Customer shall have the right to deduct any Liquidated Damages due from the payment of any pending invoices to Supplier.

ARTICLE 25 - EMERGENCIES

The Supplier 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, Supplier shall notify the Customer 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 Supplier on account of emergency work shall be determined by mutual agreement of the parties.

ARTICLE 26 - WORK STOPPAGE

Supplier's personnel shall not honor any union picket lines or strikes nor take part in any work slowdown or stoppage nor refuse to report for work, unless such action is protected by any state or federal labor relations law. Notwithstanding the preceding sentence, it shall be the obligation of the Supplier to supply a qualified work force. Customer may terminate this Agreement if Supplier fails to provide a qualified work force within twenty-four (24) hours of Customer's notification to Supplier that a qualified work force has not been supplied.

ARTICLE 27 - TERMINATION

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

In the event Supplier is in default of any of its obligations under this Agreement, Customer shall have the right, on fifteen (15) calendar days written notice to Supplier, to terminate this Agreement for such default; provided, however, that Supplier shall have the right to cure by submitting a plan acceptable to the Customer to cure the default during the fifteen (15) calendar day notice period in order to avoid termination and providing that such default is, in fact, cured within thirty (30) calendar days after Supplier first received notice of the default from Customer or some other period of time acceptable to Customer. However, that if and to the extent such default cannot be reasonably cured within such thirty (30) calendar day period, and if Supplier has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in exceed, forty-five (45) calendar days after the date of receipt of the notice. Without limiting the provisions of this Agreement, the following events shall also constitute a default by Supplier under this Agreement:

- (i) In the event that Supplier is declared to be bankrupt or insolvent, Supplier makes an assignment for the benefit of creditors, Supplier shall file a voluntary petition in bankruptcy or insolvency or an involuntary petition is filed against Supplier, or a receiver shall be appointed for Supplier and such appointment or bankruptcy or insolvency proceedings, petition, declaration or assignment is not set aside within thirty (30) days.
- (ii) There has been a material adverse change in the financial condition of Supplier that affects the ability of Supplier to perform.

- (iii) Supplier assigns or attempts to assign its rights or obligations under this Agreement or any part thereof to any third party without the prior written consent of the Customer or Company(ies).
- (iv) Supplier (i) fails or refuses to comply with any applicable laws or regulatory or permitting requirements, and (ii) either (A) within five days after obtaining knowledge of such non-compliance does not commence steps to comply or is not in compliance with such requirements within a reasonable period of time thereafter, or (C) Company(ies) or the Customer faces any civil or criminal action or penalty as a result of such non-compliance by Supplier.
- (v) Any data breach as defined in the Data Security Rider, as applicable.
- (vi) Supplier's failure to meet Guaranteed Delivery Dates under Article 24.

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

ARTICLE 28 – TERM AND SURVIVAL

This Agreement shall remain in effect unless otherwise terminated as provided herein, or upon receipt by Customer of Supplier's Release and Certificate Form and Final Payment is made as set forth in Article 30 below. Notwithstanding the foregoing, Articles 4 Payments, Article 5 Taxes, Article 7 Claims/Disputes, Article 8 Audit, Article 9 Rights, Privileges, Remedies, Article 10 Non Waiver of Rights, Article 13 Independent Suppliers, Article 14 Subcontractors, Article 16 Safety, Article 17 Accident, Security and Loss Prevention, Article 18 Insurance, Article 19 Indemnification, Article 22 Force Majeure, Article 23 Title and Liens, Article 31 Assignment, Article 36 Public Release of Information, Article 37 Limitation of Liability, Article 38 Confidentiality, Article 39 Equal Employment Opportunities Compliance, Article 41 Governing Laws, Article 47 Ethics, and all other terms which contain 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.

ARTICLE 29 - REMOVAL OF EQUIPMENT

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

ARTICLE 30 - FINAL PAYMENT

Final payment under a Purchase Order including the retention shall not be made until successful completion and acceptance of the work by the Customer and when requested by Customer, Supplier's delivery of a completed Release and Certificate Form, the form of which shall be provided to Supplier at the time of the request.

ARTICLE 31 - ASSIGNMENT

Neither Party shall assign all or any of its rights or obligations under this Agreement except with the prior written consent of the other Party, except customer may assign any of its rights or obligations to an Affiliate. Any assignment made without such consent shall be void ab initio.

ARTICLE 32 - SEVERABILITY

If any provision of this Agreement is unenforceable under any applicable law or is held invalid, such holding shall not affect any other provision hereof, and this Agreement shall be construed as if such unenforceable or invalid provision had never been contained herein.

ARTICLE 33 - NON WAIVER OF RIGHTS

Any failure by the Customer to enforce or require the strict performance of the terms or conditions of this Agreement shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way.

ARTICLE 34 - OWNERSHIP OF PLANS

All drawings, plans, specifications, reports, designs, design data, technical and scientific data, findings, recommendations and memoranda of every description whether furnished to or prepared by Supplier under this Agreement shall (i) remain the Intellectual Property of Customer or Company (as applicable); (ii) be delivered to Customer upon completion of the work or termination or cancellation of this Agreement if requested by Customer, (iii) be deemed to have been prepared by Supplier for Customer on a work-made-for-hire basis, and (iv) shall be the property of Customer and may be used by Customer for any purpose whatsoever without any claim on the part of Supplier for additional compensation. To the extent any of the foregoing are not deemed a work for hire by operation of law, Supplier hereby irrevocably assigns, transfers, and conveys to the Customer without further consideration all of its right, title, and interest in such

drawings, plans, specifications, reports, designs, design data, technical and scientific data, findings, recommendations and memoranda of every description, including all rights of patent, copyright, trade secret or other proprietary rights in such materials.

If the Customer reuses or makes any modification to Supplier's designs, documents or work product without the prior written authorization of Supplier, or uses the documents without retaining Supplier, the Customer agrees, to the fullest extent permitted by law, to release Supplier, its officers, directors, employees and subconsultants from all claims and causes of action arising from such uses, and shall indemnify and hold them harmless from all costs and expenses, including the cost of defense, related to claims and causes of action to the extent such costs and expenses arise from the Customer's modification or reuse of the documents.

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

ARTICLE 35 - KEY PERSONNEL

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

ARTICLE 36 - PUBLIC RELEASE OF INFORMATION

Dates, photographs, sketches, advertising and other information relating to the work under this Agreement, which Supplier desires to release or publish, shall be submitted to the Customer for approval two (2) weeks prior to the desired release date. As a part of the approval request, Supplier shall identify the specific media to be used as well as other pertinent details of the proposed release. All releases must have the prior written approval of the Customer which approval may be withheld without reason or explanation to Supplier.

ARTICLE 37 - LIMITATION OF LIABILITY

To the fullest extent permitted by law, neither Party shall be liable for any special, indirect, punitive, exemplary, incidental or consequential damages resulting in any way from the performance of the services hereunder. Any damages expressly permitted under Article 24 re: liquidated damages and/or *Schedule E*, as applicable are not deemed to be consequential damages under this Article 37.

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by laws and regulations, the total liability, in the aggregate, of Supplier and Supplier's officers, directors, members, partners, agents, employees, and consultants to Customer (Owner) and anyone claiming by, through, or under Customer for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, or breach of contract, shall not exceed the greater of (i) twenty million dollars \$20,000,000.00 or (ii) three (3) times the value of the Purchase Order. Excluded from this limitation on the Supplier's aggregate liability are any liabilities arising out of or in connection with (a) any and all indemnification obligations; (b) gross negligence, fraud or willful misconduct; (c) any and all Liquidated Damages payments; or (d) any and all confidentiality obligations.

ARTICLE 38 – CONFIDENTIALITY

Supplier, and its employees and agents, shall treat any information, (including any technical information, experience or data) regarding Customer or Customer's plans, programs, plants, processes, costs, equipment, operations, of Customer (or of Customer's Affiliates), which may be disclosed to, or come within the knowledge of, Supplier its employees and agents in the performance of this Agreement, as confidential, and will not use or disclose this information to others, during the term of this Agreement, and for three (3) years thereafter, except as is necessary to perform the Services hereunder, without Customer's prior written consent. The provisions of this Article shall not apply to any information referred to in this Section which (i) has been published and has become part of the public knowledge through no effort by Supplier, its employees, or agents, (ii) has been furnished or made known to Supplier or Supplier's affiliates by third parties (other than those acting directly or indirectly for or on behalf of Customer) as a matter of legal right and without restriction on disclosure, (iii) was in Supplier's possession prior to disclosure by Customer and was not acquired by Supplier or Supplier's affiliates, its employees and agents directly or indirectly from Customer or, (iv) is required by law or by any other governmental regulatory authority to be disclosed.

Any information, which is supplied by the Supplier to Customer, will be similarly restricted, including clauses (i) through (iv) in the paragraph above. Customer will not disclose such information to others or publish it in any form at any time; provided, however, that notwithstanding the foregoing, Customer may disclose any such information to its Affiliates, employees, and consultants, to any regulatory agencies or instrumentalities when such disclosure is necessary, or otherwise required by law.

Each Party agrees that they will cooperate with the other in an effort to minimize the amount of such information, which will be disclosed in any such case, and to make reasonable efforts to secure confidential treatment of such information.

In no event shall Customer's name and/or logo or the name and/or logo of its Affiliates be used, whether written or verbal, duplicated, reproduced by any means whatsoever without the prior written permission of the Customer.

All inquiries by any governmental, business, or other entity, including media, regarding any work performed or to be performed by Supplier for Customer shall be directed by Supplier to Customer for response.

ARTICLE 39 - EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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.

Without limiting the foregoing, the Supplier 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.

ARTICLE 40 - SURETY BOND

The Company shall have the right, at all times, to require the Supplier to furnish a Stand-by-Letter of Credit or a first demand performance bank guarantee for 10% of the price of the corresponding Purchase Order. The Stand-by-Letter of Credit/bank guarantee shall be issued by a first-class international bank, covering faithful performance of this Agreement and the payment of all obligations arising hereunder, including any damages that may be payable under Article 27.

ARTICLE 41 - GOVERNING LAWS

The Supplier will comply with all applicable federal, state and local laws, rules, ordinances and regulations of any governmental entity, board or agency having jurisdiction over the work or the premises, including, without limitation, Federal, state, or local laws, rules and regulations and any applicable Executive Orders (state or Federal) in the performance of the Services. All questions concerning the interpretation, validity and enforceability of this Agreement and of its terms and conditions, as well as questions concerning the sufficiency or other aspects of performance under the terms or conditions of this Agreement, shall be governed by the law of the State of New York, without reference to its conflict of law provision and any action or proceeding brought in connection therewith, will be brought in the appropriate court located in the State of New York. The Parties hereby irrevocably consent to the jurisdiction of such court and hereby waive, to the fullest extent permitted by, any objection which they may now or hereafter have to the venue of any such dispute related to or arising out of this Agreement brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each Party agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

ARTICLE 42 - PERFORMANCE MONITORING

Customer will evaluate Supplier's performance by utilizing Supplier Corrective Action Reports and Supplier Performance Evaluation Reports. The Supplier must provide upon request the OSHA incident rate and Experience Modification Rate for Customer's review. The Customer's Project Manager will evaluate the Supplier's performance upon the conclusion of every project by completing the specified report. The Customer will continuously monitor the Supplier's performance. Performance by a Supplier that is less than desirable may potentially eliminate this Supplier from bidding on future projects and/or lump sum projects.

ARTICLE 43 - CONTINUOUS IMPROVEMENT

Continuous improvement is the foundation of this Agreement Supplier warrants that it will use reasonable efforts to improve continuously its performance with respect to contracted activities under this Agreement. Supplier agrees with the practice of sharing cost savings, and will pass on to Customer in the form of price reductions, fifty (50) percent of Supplier's documented cost savings made possible by process improvements, reductions in material costs and the like. Supplier likewise will use its best efforts to improve continuously its performance in all areas. In particular, Supplier will evaluate opportunities for cost/price reductions on items and services ordered and to be ordered and communicate them promptly to Customer. Supplier has specifically identified target cost reductions of two (2) % beyond the prices shown in ***Schedule D*** for the initial term, and agrees to work diligently with Customer personnel toward attainment of this objective. Supplier is expected to advance its economies of production, service, service delivery, material handling and technical prowess at least as fast as other competitors in its industry, and to offer the

price and performance benefits of those improvements to Customer, as soon as they become available.

ARTICLE 44 - NO DISPUTE

Supplier represents and warrants 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 Supplier and/or any of Supplier's affiliates and Customer and/or and of Customer's Affiliates.

ARTICLE 45 - SECURITY REQUIREMENTS

Supplier shall comply with Customer's Security Requirements in their performance of Services as provided herein.

Services that involve access, process, storage or transmission of non-public information, the Parties agree that the Supplier and each of its subcontractors (if any) shall comply with the data security rider attached hereto as ***Schedule H*** and made a part hereof, which includes, without limitation, the following Annexes thereto:

- a) Annex 1 (the "Cyber Insurance Rider")
- b) Annex 2 (the "Third Party Lite Assessment"). For purposes of clarity, Supplier and each of its subcontractors (if any) agree to complete the Third Party Lite Assessment that assesses the Supplier's security program and maturity level; provided, however, additional questions may be required by Customer based on the answered submitted by Supplier.

ARTICLE 46 - EMPLOYEE SOLICITATION

Supplier understands and acknowledges that Customer 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 Customer. To the maximum extent permitted under applicable laws, the Supplier 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 Customer or its Affiliates during the term of this Agreement, with whom Supplier 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 Customer 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 Customer, and Supplier 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

Customer or its Affiliates. As used herein, the term “Affiliate” shall mean any person or entity controlling, controlled by, or under common control with the Customer through majority stock or other ownership interest, direct or indirect. Notwithstanding the foregoing, nothing in this clause shall either (i) limit Supplier from employing any person who contacts Supplier on his or her own initiative and without any solicitation by Supplier specifically directed to such employee, 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.

ARTICLE 47 – 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).

ARTICLE 48 – 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.

ARTICLE 49 – 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 50 - GRATUITIES PROHIBITED

The Supplier shall not, under any circumstances, offer or extend any gratuity or special favor to any employee or agent of the Customer or its Affiliates or do anything which might reasonably be interpreted as an attempt to influence any employee or agent of the Customer in the conduct of their duties.

SCHEDULE D

Pricing Terms

1. Detail Engineering (Electrical): Prices are per Round 3 submission file “Appendix IV Engineering MSA – Bid Form PayIDs V.1.5- [REDACTED] R3.xlsx” and “Appendix V Engineering MSA – Bid Form Rates V.1.2- [REDACTED] R3.xlsx” submitted February 15, 2021 from IBuy tender WS504036991. Prices shall remain firm for orders placed during the term of this Agreement.
2. Payment Terms are Net 60 days from date of invoice.

SCHEDULE E Special Conditions

Performance Measurements

Periodically, Customer may require Review Meetings to discuss supplier performance. Topics of discussion may include, but are not limited to; lead-time, order accuracy, pricing, quality and customer service. Unsatisfactory performance may result in the development of a Supplier performance improvement plan.

Training

Where applicable, Supplier shall provide annual on-site training, at no additional cost. Training shall be held at each Company location.

Retainage

Customer will apply a five percent (5%) retention to the PO. Supplier should deduct the retention in the invoice the Supplier will send to the Customer. This retention will be released to Supplier on Project Completion Date or Agreement completion or termination, whichever occurs first.

Liquidated Damages - List of Activities:

Activity ID	Description	Guaranteed Delivery Date
UH1-ENG.CE-65	Concept Design - FINISH Conceptual Design	As defined in the PO
UH1-ENG.IG-50	In-Ground Design-FINISH	As defined in the PO
UH1-ENG.AG-55	Above Ground Design-FINISH Above Ground Design	As defined in the PO
UH1-ENG.SPC1-50	SP&C1 FINISH Design	As defined in the PO
UH1-ENG.SPC2-55	SP&C2 FINISH Design	As defined in the PO
UH1-ENG.SPC3-45	SP&C3 FINISH Design	As defined in the PO
UH1-ENG.SPC4-45	SP&C4 FINISH Design	As defined in the PO
UH1-ENG.SPC5-45	SP&C5 FINISH Design	As defined in the PO
UH1-ENG.SPC6-45	SP&C6 FINISH Design	As defined in the PO
UH1-ENG.SPC7-45	SP&C7 FINISH Design	As defined in the PO
UH1-ENG.AB-0	Prepare & Issue As- Builts/Close-Out Detail	As defined in the PO
UH1-ENG.AB-15	Update Drawings & Files with As-Built Information	As defined in the PO

For the purpose of this Agreement, the Guaranteed Delivery Dates are the delivery dates of the approved baseline date Project schedule for each Purchase Order.

The Purchase Order issued by Owner will define the list of activities and Guaranteed Delivery Dates from the ones outlined in the above list for the Project. Before the Purchase Order is issued the Parties will agreed on the baseline date Project schedule and Guaranteed Delivery Dates.

Retainage - Letter of Credit

Should Customer choose to require a Letter of Credit under Article 40 of Schedule C of this Agreement, then the retainage described in Article 4 of Schedule C and Schedule E of this Agreement will no longer apply.

SCHEDULE F Notices

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

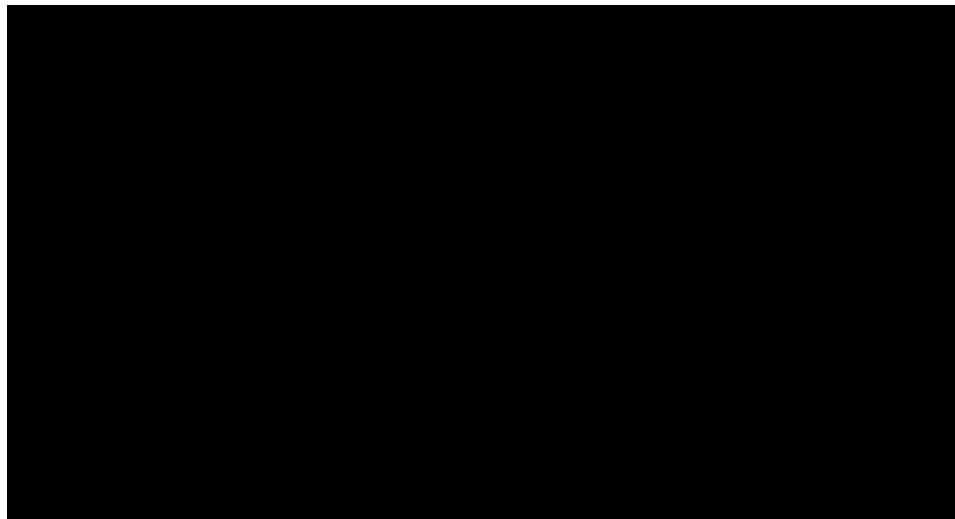
All communications to **Customer** shall be directed to:

Avangrid Service Company

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

With Copy To :

Avangrid Service Company
Process and Technology
180 South Clinton Avenue
Rochester, NY, 14604
Attention: Ryan Heller
Phone: 607-644-2559
Email: rheller@nyseg.com



SCHEDULE G 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 and in no way limit the indemnification obligations of the Supplier. The actual amounts above the minimums shall be determined by the Supplier. In addition, for any Services that are authorized to be subcontracted, the Supplier shall require each subcontractor to procure and maintain all insurance as outlined below.

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

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

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

With Copy To :
Avangrid Service Company
Process and Technology
180 South Clinton Avenue
Rochester, NY, 14604
Attention: Ryan Heller
Phone: 607-644-2559
Email: rheller@nyseg.com

A. General Insurance Requirements

Each insurance policy shall:

- 1) be placed with an insurance company licensed to write insurance in the State where the Services are to be performed and shall have an A.M. Best Rating of not less than "A- VII" and a policyholder surplus of at least \$25,000,000.
- 2) have defense costs outside of the limits of liability;
- 3) add Customer and its Affiliates as additional insureds except of any required professional liability coverage, which shall name Customer and its Affiliates as indemnified parties;
- 4) not preclude Customer or its Affiliates from making claims against the policy for the wrongful acts, omissions or other tortious conduct of the Supplier/Consultant/Labor Supplier;
- 5) provide Customer with 30-day notice of cancellation, except for non-payment of premium and then it shall be 10 days;

- 6) notify Customer of any reduction in the aggregate policy limits;
- 7) be primary and non-contributory with respect to Customer and its Affiliates;
- 8) contain a waiver of subrogation in favor of Customer and its Affiliates;
- 9) contain a separation of insureds clause;
- 10) contain a choice of law provision that states that the policy shall be governed by the State in which the Services are being performed.

B. Required Coverages

1) Workers' Compensation and Employers' Liability Insurance:

Coverage A: Statutory

Coverage B: Limits apply per issued annual policy

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

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

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

Policy Information Page Requirements:

Item 1 – First Named Insured and Other Named Insureds

Item 3.A. – State(s) of Operations

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

Endorsements:

Voluntary Compensation – WC 00 03 11 A

Alternate Employer – WC 00 03 01 A

FELA – If any basis

Maritime – If any basis

USL&H – If any basis

2) Automobile Liability

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

Uninsured/Underinsured – Minimum allowed by State law

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

Symbol – 1

Endorsements:

Employees as Insureds

Fellow Employee Coverage

MCS 90

CA 9948

- 3) General Liability: ISO Form CG 00 01 or its functional equivalent
Per Occurrence - \$1,000,000
General Aggregate - \$2,000,000
Products Completed - \$2,000,000
Personal and Advertising Injury - \$1,000,000

Endorsements:

Contractual Liability Amendment
Explosion, Collapse, Underground Coverage
Independent Contractors Coverage
Broad Form Property Damage
No Punitive or Exemplary Damages Exclusion
No Subsidence Exclusion

- 4) Umbrella/Excess Liability: Written on a Follow Form Basis and Worldwide Coverage
Per Occurrence - \$5,000,000
General Aggregate - \$5,000,000
Products/Completed Operations - \$5,000,000
Personal & Advertising Injury - \$5,000,000

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

- 5) Contractor's Pollution Liability
Per Occurrence - \$5,000,000
Policy Aggregate - \$5,000,000

Coverage:

Environmental Impairment Liability
Bodily Injury, sickness, disease, mental anguish or shock sustained by any person, including death and mental anguish
Property Damage including physical injury or destruction of tangible property including resulting loss of use, clean-up costs, and loss of use of tangible property that has not been physically injured or destroyed
Disposal site coverage and transportation extensions
Underground storage tanks
Loss, remediation, clean-up costs and related legal expenses
Sudden and non-sudden pollution conditions
No exclusion for loss occurring over water including but not limited to a navigable waterway

Endorsements:

Extended Completed Operations – 10 years

6) Professional Liability:

Per Claim - \$5,000,000

Policy Aggregate - \$5,000,000

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

Coverage:

Extended Reporting Period – 120 months or maintenance of coverage for a period of 120 months post completion.

Retroactive Date – Date of first design

No Exclusion for environmental impairment liability

No Exclusion for punitive damages to the extent insurable

SCHEDULE H Data Security Rider

Please see separate document

SCHEDULE I Contractor Background Check Requirements

Please see separate document

SCHEDULE J – Avangrid Networks Contractor Safety Guide

Please see separate document

LIST OF RECEIVED OFFERS

