



FRAMEWORK AGREEMENT

For

CONSTRUCTION



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This DESIGN, SUPPLY AND INSTALLATION AGREEMENT (this "Agreement") is made this 10th day of November, 2020 by and between **Avangrid Service Company**, a Delaware corporation, with offices located at One City Center, 5th Floor, Portland, Maine 04101 ("Owner" or "Company") and [REDACTED] and covers the Contractor's performance of Work for the Owner, as provided hereunder, including all supplemental addenda hereto and all general and special provisions pertaining to the Work or materials therefore.

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

ARTICLE 1 – ORDER OF PRECEDENCE AND DEFINITIONS

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

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

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

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

1.3 "Agreement Sum" means the total amount payable by the Owner to the Contractor for the performance of the Work under each applicable Purchase Order

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

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

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

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



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

ARTICLE 2 - OWNER

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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



ARTICLE 3 - CONTRACTOR

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

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

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

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

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



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

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

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

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

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

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

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

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



- 3.10 Layout of Work. It shall be the responsibility of the Contractor to lay out all structures and facilities and establish all grades for the same.
- 3.11 Information Required of Contractor. The Contractor shall promptly furnish weights, bills of material and such other data as are reasonably required by Owner. When required by Owner, the Contractor shall furnish instructions for the installation, operation, care and maintenance of, and lists of recommended spare parts, for the material or equipment. Unless otherwise specified, four copies of such data shall be furnished.
- 3.12 Independent Contractor. Contractor shall at all times be an independent contractor and be responsible for all acts or omissions of its own employees and Subcontractors. No act or instruction of Owner shall be deemed to be the exercise of supervision or control of performance hereunder.

ARTICLE 4 – SPECIFICATIONS AND QUALITY

- 4.1 Adequacy. Owner shall be responsible for the adequacy of the design and for the sufficiency of the Drawings and Specifications.
- 4.2 Discrepancies. Any discrepancies, inconsistencies, or ambiguities found between the Drawings and Specifications and the site conditions shall be immediately reported to the Owner's field engineering supervisor, who shall promptly correct such inconsistencies or ambiguities in the Drawings or Specifications in writing. Any Work done after such discovery or after the Contractor should have reasonably made such discovery, unless authorized in writing by Owner, will be done at the Contractor's risk.
- 4.2 Additional Instructions. Owner may issue additional instructions during the progress of the Work by means of Drawings or other media necessary to illustrate changes in the Work.
- 4.3 Copies Furnished to Contractor and Ownership. Unless otherwise provided, the Contractor will be furnished, free of charge, all required copies of Drawings and Specifications necessary for the execution of the Work. All Drawings, Specifications and copies thereof furnished by the Owner are and shall remain the Owner's property. They are not to be used on any other project and sets are to be returned to Owner on request at the completion of the Work. The Contractor shall keep one copy of all Drawings and Specifications regarding the Work in good order, available to the engineer and to engineer's representative.
- 4.4 By executing this Agreement, the Contractor represents that it has visited the Site, familiarized itself with the local conditions under which the Work is to be performed, and correlated its observations with all the requirements of this Agreement. The Owner assumes no responsibility whatsoever for ascertaining for the Contractor any facts which the Contractor could have ascertained for itself through such investigation; provided



however, the Contractor shall be entitled to rely on the accuracy of all Owner-provided data and information.

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

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

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

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

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

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

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

Any cost caused by defective or ill-timed work shall be borne by the party responsible therefore. The Contractor shall not endanger any work by cutting, excavating or otherwise altering the Work and shall not cut or alter the work of any other contractor save with the consent of the Owner.



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

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

- 4.15 Contractor shall have no obligation hereunder with respect to any Work which (i) has been improperly repaired or altered without Contractor's approval; (ii) has been subjected to misuse, negligence or accident by someone other than Contractor or its Subcontractors; or (iii) has been used in a manner contrary to Contractor's instructions without Contractor's approval.
- 4.16 Tests. The Contractor shall ascertain by tests or otherwise as agreed to by Owner and Contractor that the Work is in full accordance with this Agreement. Where practicable, all tests shall be made at the place of manufacture. The Contractor shall provide all facilities, apparatus and labor reasonably required for tests and shall bear all of its own

expense thereof, except salaries and expenses of representatives of the Owner. The Contractor shall give the Owner at least seven (7) business days' advance written notice before shipment. Up to forty-eight (48) hours after receipt of such notice the Owner may require performance of tests to be witnessed by its representatives and/or require the Contractor to furnish three (3) certified copies of all tests for approval, prior to shipment. There shall be no additional charges for such witness tests or certified copies except as set forth in the Contractor's proposal. However, the Owner will bear the expense of tests conducted on its own premises, except salaries and expenses of representatives of the Contractor.

- 4.17 Packing and Marking. All material and equipment to be furnished by the Contractor shall be packed, crated or otherwise suitably protected to withstand shipment undamaged to the destination. Each package, crate or part shall be marked plainly with the name of the consignee, shipping destination, the Owner's order number, and such other markings as are required. Complete packing lists, one copy with each package and two (2) copies by mail to the Owner at time of shipment, shall be supplied showing contents and identity of each package.
- 4.19 Work Stoppage. Contractor's personnel shall not honor any union picket lines or strikes nor take part in any work slow down or stoppage nor refuse to report for work, unless such action is protected by any state or federal labor relations law. Notwithstanding the preceding sentence, Contractor shall retain the right to remove its employees from any situation it reasonably determines may pose an unreasonable health or safety risk. Except as set forth above, it shall be the obligation of the Contractor to supply a qualified work force. Owner may terminate this Agreement if Contractor fails to provide a qualified work force within 24 hours of Owner's notification to Contractor that a qualified work force has not been supplied.

ARTICLE 5 – INSURANCE

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

ARTICLE 6 - LEGAL RESPONSIBILITY AND SAFETY

- 6.1 Indemnification. Contractor will indemnify, defend at its expense and hold harmless the Owner and its Affiliates, directors, officers, employees, and agents (the "Indemnitee") from and against any and all claims, demands, suits, losses, costs, fees, damages or expenses it may suffer, or for which it may be held liable, whether including, without limitation, reasonable expenses and attorneys fees incurred in the connection therewith, by reason of (A) any patent, trademark, or copyright infringement claim, or any design, device, process or procedure used, installed or provided by the Contractor or its agents or subcontractors under this Agreement; (B) any work-related accident or injury affecting



an employee, agent or subcontractor of the Contractor, arising in connection with work performed under this Agreement; (C) any claim by an agency or instrumentality of the federal, state or any local government, or by an employee, agent or subcontractor of the Contractor alleging that (i) the Indemnitee is required to maintain worker's compensation or unemployment or any other type of insurance upon any employee, agent or subcontractor of the Contractor; (ii) the Indemnitee is liable for tax payments or withholding with respect to any employee, agent or subcontractor of the Contractor; (iii) any employee, agent or subcontractor of the Contractor is entitled to receive employee benefits from the Indemnitee, including, without limitation, vacation, deferred compensation, medical, pension, 401(k) or any other benefit available to the Indemnitee's employees; and (iv) the Indemnitee is liable to any party, for any reason, due to the negligent performance of Services or omissions by an employee, agent or subcontractor of the Contractor; (D) bodily injury, including death, to any person or persons due to the negligent, reckless or willful actions or omissions of the Contractor or its agents or subcontractors; (E) damage to or destruction of any property, including loss of use thereof, due to the negligent, reckless or willful actions or omissions of the Contractor, or its agents or subcontractors. Individual employees, agents and subcontractors of the Contractor who are performing services for the Indemnitee under this Agreement shall be considered to be employees, agents or subcontractors of the Contractor for all purposes under this Agreement, notwithstanding any judicial or administrative determination that such employees, agents or subcontractors of the other party should be regarded as employees under applicable law. All actions of the employees, agents and subcontractors of the Contractor under this Agreement shall be deemed to be actions of the Contractor under these indemnities and this Agreement. In furtherance of the foregoing indemnification and not by way of limitation thereof, the Contractor hereby waives any defense or immunity it might otherwise have under applicable worker's compensation laws or any other statute or judicial decision (including, for Work or services to be conducted in Maine, without limitation, *Diamond International Corp. v Sullivan & Merritt, Inc.* 493 A2d. 1043 (Me 1985)) disallowing or limiting such indemnification, and the Contractor consents to a cause of action for indemnity.

- 6.2 Patents and Royalties. If any design, device, material or process covered by letters patent or copyright is used by the Contractor in Contractor's Work, Contractor shall provide for such use by legal agreement with the owner of the patent or a duly authorized licensee of such owner. The Contractor shall pay all royalties and license fees. The Contractor shall defend, indemnify and hold harmless the Owner from and against all liability, claims, and losses for infringement of any patent rights, except that the Owner shall be responsible for all such loss when a particular design, process or product of a particular manufacturer or manufacturers is specified by the Owner in the Specification, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, Contractor shall be responsible for such loss unless it promptly gives such information to the Owner. Contractor shall have no obligation hereunder and this provision shall not apply when any action is settled or otherwise terminated without the prior written consent of Contractor.

- 6.3 Permits. With the exception of Owner permits identified in Appendix C (Contract Datasheet), all permits, governmental fees and licenses necessary for the proper execution and completion of the Work shall be secured and paid for by the Contractor, unless otherwise specified in the agreement. In the event of a delay in the issuance of any Owner permit identified in Appendix C (Contract Datasheet), for causes not attributable to either of the parties, then it is agreed that, if necessary, a day for day delay in the schedule of performance shall be allowed as caused by such delayed permit issuance, together with an adjustment in the Agreement Sum due to such delay.
- 6.4 Compliance with Laws. The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and orders bearing on the performance of the Work. If the Contractor discovers that the Agreement (together with its appendices and related purchase order(s)) are at variance therewith in any respect, the Contractor shall promptly notify the Owner in writing, and any necessary changes shall be made by appropriate modification. If any regulation, law, rule, regulation, ordinance, by-law etc., and any derivatives including but not limited to permits, licenses or codes, coming into force after date of Contractor's bid should cause an increase of the Contractor's cost, then, with Owner's prior written consent (which consent shall not be unreasonably withheld) the Agreement Sum shall be adjusted by an amount equivalent to said increase.
- 6.5 Written Notice. Written notice shall be considered as duly served when delivered in person or sent by registered mail to the individual, member of the firm or officer of the corporation for whom it was intended, or to the last known business address.
- 6.6 Safety. See Appendix N (Contractors Safety Requirements) for Owner's Contractors Safety Requirements. Contractor is to follow these requirements at all times while performing work for Owner.

ARTICLE 7 - TIME

- 7.1 Notice To Proceed. Following execution of this Agreement by the Owner and the Contractor, written notice to proceed with the Work shall be given by the Owner to the Contractor. The date to commence Work is the date established in the notice to proceed. If there is no notice to proceed, it shall be the date of this Agreement or such other date as may be specified by the Owner.
- 7.2 Schedule of Completion. Contractor shall perform the Work so that all of the milestone events are completed on or before the dates specified in Appendix A (Specifications and Schedule) for each milestone event.
- 7.3 Site Access Date. Contractor shall not enter or commence any portion of the Work on the Site until Owner notifies Contractor that all necessary clearances for the Work on Site have been obtained, which clearances should be granted on or before the Site Access

Date specified in Appendix C (Contract Datasheet). Owner shall promptly advise Contractor of any change in Site Access Date. Any material postponement of the Site Access Date will be deemed proper cause for equitable adjustment.

7.4 Substantial Completion. After Substantial Completion has been achieved, a Certificate of Substantial Completion shall be issued by the Owner. The Certificate does not relieve the Contractor of its obligation to complete all the Work including punch-list items as required to achieve Final Completion. It entitles the Owner to occupy the Work or designated portions thereof for the use for which it is specified. Title and risk of loss shall pass to Owner when Owner issues a Certificate of Substantial Completion or the Work is Energized, whichever comes first.

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

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

7.6 Delay Damages. If the Contractor neglects, fails, or refuses to complete the Work within the time specified for Substantial Completion in this Agreement, then the Contractor does hereby agree to pay to the Owner, as liquidated damages ("Delay Liquidated Damages") and not as a penalty, the sum of one half of one percent (0.5%) of the Agreement Sum per day for each calendar day beyond the Substantial Completion Date in this Agreement until Substantial Completion is achieved.

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

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



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

ARTICLE 8 - PAYMENTS

- 8.1 Pricing Terms. The unit pricing and related price terms are as is stated in Appendix B (Agreement Sum and Payment Schedule) and the Purchase Orders issued by Owner under this Agreement contain the total amount payable by the Owner to the Contractor for the performance of the Work under this Agreement except as agreed in writing by Owner pursuant to an approved change order. The pricing terms in Appendix B to this Agreement are fixed. Any work additional to the Work shall be done on a fixed price basis or on a time and materials basis as agreed to in writing by the Owner and Contractor prior to the commencement of such additional work.

Before submitting the first invoice, the Contractor shall submit a complete breakdown of the Agreement Sum pertaining to the applicable Purchase order showing the value assigned to each part of the Work. Upon Owner's approval of the breakdown of the Agreement Sum, it shall be used only as a basis for the Contractor's invoice.

- 8.2 Payments. On or before the tenth day of each month, or as otherwise agreed by the parties in writing, the Contractor shall submit to the Owner an itemized invoice showing the percentage and value of the Work completed during the previous month, including materials received and stored on the job Site. Invoices shall be submitted utilizing American Institute of Architects (AIA) forms 702 and 703, as set forth in Appendix F (Form of Invoice) to this Agreement. Each invoice shall be accompanied by the Contractor's waiver and release in the form of Appendix K-1 or Appendix K-2 for final invoice.

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

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

The Contractor warrants that title to all Work covered by an invoice, whether incorporated in the Project or not, will pass to the Owner upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 8 as "liens"; and that subject to

Owner's continued obligation to make payments owed, no Work covered by an invoice will have been acquired by the Contractor, or by any other person performing the Work at the Site or furnishing materials and equipment for the Work, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor, or its Subcontractors or suppliers.

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

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

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

8.4 Payment Disclaimer. In no event shall payment or partial payment by Owner for any material or service rendered by Contractor be construed as Owner's acceptance of that material or service. Such payment by Owner to Contractor in no way releases Contractor from any of its obligations under this Agreement.

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



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

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

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

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

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

8.6 Financial Security for Performance. As financial security for Contractor's faithful performance of its obligations hereunder, Contractor shall furnish to Owner and keep in force during the term of this Agreement performance and payment bonds guaranteeing that the Contractor will perform its obligations under this Agreement and will pay for all labor and materials furnished for the Work, as well as make any payments required under this Agreement. Such bonds: (i) shall be issued in a form reasonably acceptable to Owner by a surety company licensed to transact business in the State of New York and named on the current list of surety companies acceptable on federal bonds; (ii) shall be submitted to the Owner for approval as to form; (iii) shall name the Owner as obligee; and (d) shall be in an amount equal to at least one hundred percent (100%) of the Agreement Sum (as



the same may be adjusted from time to time pursuant to this Agreement). The Contractor shall deliver the executed, approved bonds to the Owner prior to the commencement of the Work.

If at any time a surety company on any bonds is declared bankrupt, files a voluntary petition for bankruptcy, loses its right to transact business in New York, or is removed from the list of surety companies accepted on federal bonds, the Contractor or Subcontractor shall immediately notify the Owner, and within five (5) days thereafter, substitute an acceptable bond (or bonds) in such form as may be reasonably acceptable to Owner. If a surety company is, in the reasonable opinion of Owner, insolvent, the Contractor or Subcontractor shall within five (5) days after notice from Owner to do so, substitute an acceptable bond (or bonds) in such form as may be reasonably acceptable to Owner. Such replacement surety company and bond shall meet the requirements set forth in this Section 8.6. No further payments from the Owner shall be deemed due and owing nor shall they be made until the replacement surety company has furnished an acceptable bond to the Owner.

ARTICLE 9 - CHANGES IN THE WORK

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

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

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

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

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



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

- 9.2 Differing Site Conditions. Should concealed conditions encountered in the performance of the Work below the surface of the ground be at variance with the conditions indicated by this Agreement or should unknown physical conditions below the surface of the ground of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement be encountered, the Agreement Sum shall be equitably adjusted by change order upon claim by either party made within twenty (20) days after the first observance of the conditions.
- 9.3 Claims for Additional Costs. If the Contractor claims that additional costs are involved because of (i) any written interpretation of this Agreement issued by the Owner or (ii) any order by the Owner to stop the Work where the Contractor was not at fault, or (iii) any other event, the Contractor shall submit such claim by giving the Owner written notice thereof within seven (7) days after the occurrence of the event or of the time Contractor first becomes aware of the event giving rise to such claim. Such notice shall be in the format displayed in Appendix H (Change Order Request Form) and shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim for additional compensation shall be valid unless so made. Any change in the Agreement Sum resulting from such claim must be authorized by Owner in a change order.

ARTICLE 10 - MISCELLANEOUS PROVISIONS

- 10.1 Governing Law. This Agreement shall be governed by and construed according to the laws of the State of New York.
- 10.2 Non-Assignment. The Contractor shall not assign this Agreement in whole or in part nor any right hereunder without the prior written consent of Owner. The assignment by the Contractor of this Agreement or any interest therein, or of any money due or to become due by reason of the terms hereof without the prior written consent of Owner shall be void.
- 10.3 Cleaning Up. The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Work the Contractor shall remove from the Owner's property, and from all public and private property, all temporary structures, rubbish and waste materials, tools, construction equipment, machinery, and surplus materials, leaving the Site smooth, clean and true to line and grade.
- 10.4 Interest. Any moneys not paid when due to either party under this Agreement shall bear interest at the legal rate in force in the State of New York.



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

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

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

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

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

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

Should the Contractor cause damage to the work or property of any separate contractor on the Project, the Contractor shall, upon due notice, settle with such separate contractor



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

10.7 Taxes.

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

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

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

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

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

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



- 10.12 Interference with Operations. Interference with normal operation of the Owner's plant or equipment, and that of all contractors or subcontractors on the work Site, shall be avoided wherever possible. The Contractor shall not operate any of the Owner's plant or equipment or control devices, or those of any other contractor or subcontractor on the work Site except at the direction of and under the direct supervision of the Owner.
- 10.13 Setoff. Owner may set off against amounts payable to Contractor under this Agreement any claim or charge it may have against Contractor.
- 10.14 Equal Opportunity. Contractor and each of its subcontractors (if any) shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status. To the extent, if any, that the provisions of the following executive order and statutes, as amended or supplemented, along with their implementing regulations, apply to the performance of the Services by Supplier, the Supplier will comply with the applicable executive order, statutes and regulations : Section 202 of Executive Order 11246 (41 CFR § § 60, et seq.); Section 402 of the Vietnam Era Veterans Readjustment Act (41 CFR § § 60-250.1, et seq.); Section 503 of the Rehabilitation Act of 1973 (41 CFR § § 741.1, et seq.); and New York Executive Law §§ (5 NYCRR § § 140.1, et seq.). These regulations may require the Supplier to develop an Affirmative Action Compliance Program and file a standard Form 100 Report (EEO-1), or other reports, as prescribed. Contractor shall comply, to the extent applicable, with Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Rehabilitation Act of 1973, as amended, and any regulations, and reporting requirements implemented thereunder. The equal opportunity and affirmative action clauses contained in Title 41, Chapter 60, Sections 1.4, 250.4, and 741.3 of the Regulations of the U.S. Department of Labor, Office of Federal Contract Compliance, and any section or sections superseding or amending the same, are hereby incorporated by reference and made a part hereof as though fully set forth herein.
- 10.15 Entire Agreement. This Agreement constitutes the entire agreement between the parties for the Work to be performed hereunder, and supersedes any prior communications, whether written or oral, between the parties as to such services.

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

- 10.16 Waiver. No waiver, alteration, consent, amendment or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the party to be bound.
- 10.17 Rights, Privileges, Remedies. All rights, privileges and remedies afforded each of the parties hereto by this Agreement shall be deemed cumulative and the exercise of any one or more of such rights or remedies shall not be deemed a waiver of any other right, privilege or remedy provided for herein or available at law or in equity.
- 10.18 Failure to Complain. Unless otherwise provided in this Agreement, the failure of any party hereto to complain of any act or omission on the part of the other party hereto, no matter how long the same may continue, shall not be deemed a waiver by said party of any of its rights hereunder. No waiver by any party hereto at any time, express or implied, of any default or of any breach or modification of any provision of this Agreement shall be deemed a waiver of default, breach or modification of any other provision of this Agreement or a consent to any subsequent default, breach or modification.
- 10.19 Severability; Survival. In the event any provision hereof shall be declared invalid, that provision shall be deemed severable from the remaining provisions of this Agreement, which shall remain in full force and effect. All sections or provisions of this Agreement with terms containing obligations or duties which by their nature are to be or may be performed beyond any termination hereof, shall survive the termination of this Agreement without regard to the reason for termination, including, without limitation, provisions relating to indemnification, liability, confidentiality, warranty, etc.
- 10.20 Third Party Benefits. Except as may be specifically provided for herein, no provision of this Agreement is intended or is to be construed to be for the benefit of any third party.
- 10.21 Force Majeure; Impracticability; Excuse. Contractor shall not be charged with any liability for failure to perform when such failure is due to any cause beyond the control and without the fault or negligence of Contractor, except that adverse weather shall not be deemed a cause beyond the control of Contractor for purposes of this Agreement unless the adverse weather is unusually severe; and provided that the Contractor shall have used its reasonable best efforts, and rendered to Owner prompt notice in writing when it appears that such cause will result in non-performance under this Agreement. If any such non-performance shall threaten to impair Owner's ability to operate, Owner shall have the right at its option and without being under any liability to Contractor to cancel by notice in writing to Contractor the portion or portions of the Work so affected and to take such compensatory action as may be necessary. Correspondingly, except for the obligation to make payments owed for Work performed, Owner shall be excused for failure of performance herein due to any cause beyond its control and without its fault or negligence.

Owner and Contractor expressly agree, notwithstanding any provision in this Agreement to the contrary, that: (i) a COVID-19 pandemic exists worldwide as of the execution date

of this Agreement; (ii) the existence of such pandemic, and its effects, now, and for the duration of Contractor's performance under the Agreement, including, without limitation, effects upon pricing, schedule, quantities or specifications, if any, shall not be cause for Contractor to rely upon, invoke, or avail itself to, any rights or remedies under this Agreement, at law, or in equity, for a claim, or an adjustment to the price, schedule, quantities, specifications, or other material terms of this Agreement, including the rights and remedies set forth in 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 Contractor performance under the Agreement; and (iv) such pandemic shall not render Contractor unable to fulfill any of its obligations under the Agreement, and Contractor shall not have any claim, action or cause of action against Owner in connection with such pandemic, including any claim for frustration of purpose, change in circumstances, economic balance or impossibility. This provision shall survive the completion or earlier termination of this Agreement.

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

- 10.24 Performance Monitoring. Company will evaluate Contractors performance by utilizing Contractor corrective action reports and Contractor performance evaluation reports. The Contractor must provide upon request the OSHA incident rate and Experience modification rate for Company's review. The Company's project manager will evaluate the Contractor's performance upon the conclusion of the Work by completing the specified report. The Company will continuously monitor the Contractor's performance. Performance by a Contractor that is less than desirable may potentially eliminate this Contractor from bidding on future projects and/or lump sum projects.
- 10.25 Continuous Improvement. Continuous improvement is the foundation of this Agreement. Contractor warrants that it will pass on to Company in the form of price reductions in material costs and the like. Contractor likewise will use its best efforts to improve continuously its performance in all areas. In particular, Contractor will evaluate opportunities for cost/price reductions on items and services ordered and to be ordered and communicate them promptly to Company. Contractor has specifically identified target cost reductions of 2% beyond the prices shown in Appendix B for the initial Term, and agrees to work diligently with Company personnel toward attainment of this objective. Contractor is expected to advance its economies of production, service, service delivery, material handling and technical prowess at least as fast as other competitors in its industry, and to offer the price and performance benefits of those improvements to Company, as soon as they become available."
- 10.26 No Dispute. Contractor covenants that it is not aware of any pending billing dispute or other contractual dispute (pursuant to current contracts or contracts no longer in effect) or any pending or threatened litigation between Contractor and/or any of Contractor's affiliates and Company and/or and of Company's affiliates.
- 10.27 Contractor Security Requirements. Contractor is to comply with Company's Contractor Security Requirements in its performance of its Work for Company under this agreement.

Company Information:

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

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



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

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

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

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

CIP-004 Excerpt:

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

- i. R3.1. The Contractor shall ensure that each assessment conducted include, at least, identity verification (e.g., Social Security Number verification in the U.S.) and seven-year criminal check. The Contractor may conduct more detailed reviews, as permitted by law and subject to existing collective bargaining unit agreements, depending upon the criticality of the position.
- ii. R3.2. The Contractor shall update each personnel risk assessment at least every seven years after the initial personnel risk assessment or for cause.
- iii. R3.3. The Contractor shall document the results of personnel risk assessments of its personnel having authorized cyber or authorized unescorted physical access to critical cyber assets, and that personnel risk assessments of contractor and service vendor personnel with such access are conducted pursuant to Standard CIP-004.

10.28 Publicity. In no event shall Owner's or its Affiliates' names and/or logo or the name and/or logo of its parent company be used (whether such use be written or verbal),



duplicated, or reproduced by any means whatsoever without the prior written permission of the Owner.

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

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

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

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

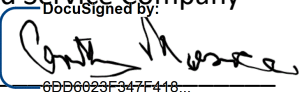


ARTICLE 11 – ACCEPTANCE

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

OWNER

Avangrid Service Company

DocuSigned by:

6DD6023F347F418...

Signature

Anthony Marone

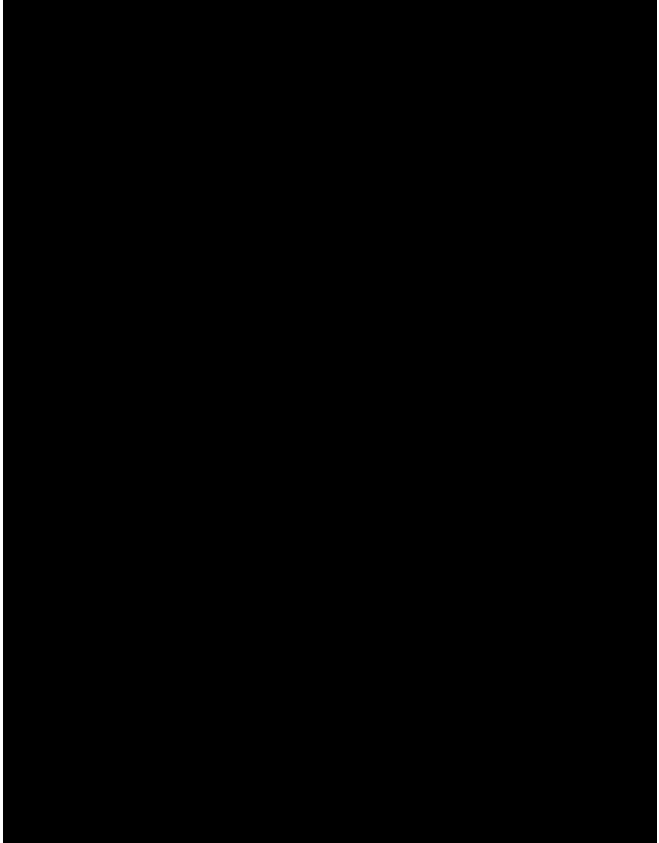
Print

President & CEO

Title

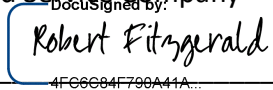
12/14/2020

Date



OWNER

Avangrid Service Company

DocuSigned by:

4FC6C04F790A41A...

Signature

Robert Fitzgerald

Print

VP - Controller AGR Networks

Title

12/18/2020

Date



APPENDIX A

Owner or Company

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

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

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



APPENDIX B Scope of Work and Payment Schedule

Scope of Work

With this proposal AVANGRID is soliciting pricing for basic routine Electric Construction Services for Transmission, Overhead Distribution, Civil Underground Distribution and Substation facilities based on Electric Construction PayCUs for all four of its Network Affiliates: Central Maine Power, New York State Electric and Gas, Rochester Gas & Electric and United Illuminating. In addition, Fully-Loaded Labor and Equipment Rates for Electric Construction Services for unusual or non-routine work, including emergency restoration services, are being solicited for all four of its Network Affiliates.

TRANSMISSION AND DISTRIBUTION GENERAL INSTRUCTIONS

- PayCUs are a way to describe standard construction units of production accomplished for AVANGRID. They are to be used for routine Project and Program Work.
- Each activity must be completed in compliance with AVANGRID and applicable national (FERC/NERC/IEEE/ANSI/ACI/ASSHTO/NESC) standards as well as local, state, city, and federal laws and guidelines. The standard reference is included to help direct the contractor to the appropriate AVANGRID standard, with that said all of the AVANGRID TM or Operating Company standards apply to all of the PayCU described in this document.
- Storm Stand-By, Overtime and Premium time will be compensated by the applicable PayCUs or Labor/Equipment Rates and no payment will be rendered for activities not approved by the Company.
- "Non-routine" work items not covered through PayCUs will be handled with a Time and Equipment (T&E) Not-To-Exceed (NTE) approach. For non-routine work, specific details will be provided once the work is released from engineering and one or more suppliers will be allowed to evaluate the work and provide a T&E NTE bid using the pre-established Hourly and Equipment rates provided in this RFP.
- Invoicing against purchase orders on the construction framework agreement shall occur on a completion of the project or end of the month.
- All materials provided by the Contractor (either as part of the PayCU pricing or part of the material markup clause) shall be delivered to job site. **Commencement of any Project under this agreement is not to occur until a purchase order has been released specific to that project.**

AVANGRID T&D REFERENCE PRICE

Each T&D PayCU should be priced to include:

- Administration, Supervision, and Management,
- Delays (including weather),



- Environmental Compliance --Matting for right-of-ways shall be provided by the Company or added to the quote request if, and when, required by an environmental permit. Incidental matting (fiberglass or equivalent) for backyard/rear property access will be the responsibility of the Contractor and is included in the activity price,
- Estimating,
- Fuel,
- Labor and equipment required to complete each task over the life of the contract,
- Miscellaneous consumable materials --T&D Materials are not included in the activity costs but consumable items are. T&D Materials shall be delivered to the Contractor's staging site by the Company or supply vendor. Sighting of poles is the Company's preferred practice,
- Local or County Road Permit when required,
- Profit,
- Restoration for all non-underground distribution and transmission activities,
- Safety compliance,
- Spoils removal unless spoils are contaminated,
- General traffic and pedestrian protection where traffic PayCUs are not utilized,
- Immediate work site protection,
- Travel --Show-up site is to be secured when travel is outside a 50-mile radius of the original or previous work location,
- All Travel expenses (food, lodging, vehicle, etc.)
- Temporary restroom facilities
- Setting up working grounds when necessary,
- As-built documentation.

TRANSMISSION AND DISTRIBUTION PAYCU BASIC DEFINITIONS

- **Highway** - Work associated with functional locations accessible by typical wheeled equipment after consideration of incidental matting,
- **Wheeled Distribution Equipment** - Includes bucket trucks, digger derricks, pick-up trucks, pole trailers, and puller / tensioners (or equivalent equipment) used in the performance of electric line work. Larger equipment necessary to perform work on taller structures greater than 55-feet is considered specialized equipment,
- **Off-Road** - Work associated with functional locations (i.e. backyards, right-of-way, rear property or other locations) not accessible with wheeled distribution equipment. Off-Road work can be performed with typical off-road equipment or by climbing methods,
- **Off-Road Distribution Equipment** - Includes backyard machines and mini track equipment (or their equivalent) used in the performance of electric line distribution work. Larger track equipment necessary to access difficult right-of-ways or taller structures greater than 55-feet is considered specialized equipment,



- **Program Work** - Routine work driven by inspection or asset management programs. Program Work often includes pole or material replacement work within a defined Service Area,
- **Specialized Equipment** - Equipment not typically used in the performance of electric line distribution work either on the Highway or Off-Road. Specialized Equipment pricing is captured in the Equipment Tab.
- **Standard Project** - Recurring capital work of the Company that specifies the usual way to build common facilities based on existing AVANGRID standards. Standard projects are used as the reference for both building Network Infrastructures and defining the specific activities to be performed,
- **"Supplied by the Contractor under the material markup clause"**- These materials may be supplied by the Contractor, but the details will be design specific and the Contractor will be provided the part number etc. during the time of issuance of a proposal for the individual work package in question. At this time the Contractor shall supply the quoted price of these materials and apply their markup percentage bid as part of this RFP.
 - NOTE: Unless specifically stated that the material will use the Contractor markup clause, the Contractor shall assume that the price of material in their supply to be included in the PayCU pricing.
- **Transmission and Distribution Consumables**- In general the material supplied has been provided to help the Contractor understand what major materials the Owner will supply. In addition, a non-binding list of what is generally expected to be consumables and must be included in the PayCU price is provided below. Note the general idea is that if a consumable is needed to do a job and it is not mentioned in this list the bidder shall assume its price is to be included in the PayCU (i.e. it is intent of the Owner that the Contractor deliver complete and functional units of production):
 - Tape (all types),
 - Drill bits and taps/dies,
 - Porta band blades,
 - Wire/cable identification tags,
 - Rags,
 - Extension cords,
 - All tooling/equipment,
 - Rain Equipment,
 - Drinking water (none available),
 - Penetrox,
 - Tie Wraps,
 - Caulking,
 - Duct Seal/Foam Sealant,
 - Batteries for equipment,
 - Wire nuts (as needed),
 - Miscellaneous mounting hardware, nuts, bolts etc.,
 - Brushes/applicators,

- Safety Items,
 - Safety glasses,
 - Hardhats,
 - Gloves (work and cut resistant),
 - Hi-visibility vests,
 - Ear plugs,
 - First aid kit,
 - Safety harness,
 - FR coveralls/clothing,
 - Safety grounds (Contractor to supply their own).
- **Transmission Cold** – Is activity performed de-energized; with ground(s) established,
- **Transmission Hot** – Is activity performed energized and may include removal of the original structure as part of the installation of the new structure.
- **Office & Corporate Overhead** - the fixed cost associated with operation of the corporate or main office, plant, equipment, and staffing maintained by a contractor for general business operations & according with ASTM E2083 classification.

TRANSMISSION AND DISTRIBUTION PROJECTS

Overhead and URD:

For overhead transmission and distribution line work, the Contractor shall:

1. Utilize the approved Dig Safe/UFPO process,
2. Provide all labor, supervision, tools, vehicles, and equipment required to complete referenced work,
3. Receive and store material in a protected fashion and is responsible to replace lost or stolen materials once it has been released to their care,
4. Field office at a Company approved location as required,
5. For Off-Road Transmission Projects Clearing and Access–Survey, staking (for structures, guy anchors, foundations, etc.), mark/flag, clear, trim, and grub new rights of way, construct and maintain access roads, fabrication areas; crane pads will be quoted using Labor and Equipment Rates,
6. For all Off-Road Projects that require an environmental permit to ensure environmental protection and erosion control –Construct and maintain water bars, corduroy roads, culverts, drainage ditches, field tile, timber bridges will be quoted using Labor and Equipment Rates,
7. Transmission and Distribution, Pole and Anchor PayCUs do not include Rock Hole Drilling. A separate PayCU is provided for this activity,
8. Transmission and Distribution Framing-Includes Single Pole, H-Frame, Horizontal and Vertical Construction, Cable Poles Framed to the Riser and Transmission/Distribution Under-Build as well as Cross-Arm, Fiberglass Arm, and Stand-Off's, Single Phase, Delta, Three Phase configurations are included,
9. Transmission and Distribution Conductor Pulling, String, Sagging, Splice and Clip phase, static and optical fiber, ground wires and hanging transformers is typical for most projects,

10. Grounding – Grounding including temporary requirements for wire pulling,
11. Demolition and removal of existing facilities often includes conductors, poles, towers, insulators, hardware, guy wires, and anchors,
12. Private Property Restoration,
13. As Built Documentation –Return of Shop Papers and Sketches/Drawings that accurately reflect the material utilized on the job and conditions in the field,
14. Voltages: Residential and Commercial Services 120 –480v single and three phase, line voltages are 4800v -345kv,
15. Conduct live (energized) and dead (de-energized) work per OSHA Standards.

Civil and Network Underground:

For underground transmission and distribution line work, the Contractor shall:

1. Utilize the approved Dig Safe/UFPO process,
2. Provide all labor, supervision, tools, vehicles, and equipment required to complete referenced work,
3. Receive and store material in a protected fashion and is responsible to replace lost or stolen materials,
4. Conduct material handling, reel handling, spooling,
5. Pump out manholes,
6. Clean and thread ducts,
7. Pull in conductor conduit and direct bury,
8. Splice conductor,
9. Install new duct in pavement and earth,
10. Remove and scrap existing conductor,
11. Implement traffic control,
12. Conduct private property restoration,
13. As Built Documentation –Return of Shop Papers and Sketches/Drawings that accurately reflect the material utilized on the job and conditions in the field,
14. Voltages: Residential and Commercial Services 4kV –345kV,
15. Conduct live (energized) and dead (de-energized) work per OSHA Standards,
16. Excavate/backfill trenches, manholes, vaults and perform directional borings.

Emergency Restoration:

The Contractor shall support AVANGRID in an emergency situation where a possible impact to the safety and reliability of the electric system might occur. Restoration efforts shall include:

- Emergency Restoration Labor
 1. Each worker shall come prepared with all necessary Personal Protective Equipment (PPE)including rubber goods and Flame Retardant (FR)clothing in compliance with OSHA standards,
 2. A bucket crew shall consist of two Fully Qualified (FQ) lineman, Can consist of a lineman and an apprentice.
 3. A digger crew shall consist of two Fully Qualified (FQ) lineman, Can consist of an Operator and/or Experienced Groundman.



4. Full Qualified (FQ) Lineman shall climb and work on both distribution and transmission structures. Variations from this guideline require prior approval,
 5. At a minimum, FQ lineman shall glove voltages up to and including 15kV live at all Network Affiliates. Variations from this guideline require prior approval,
 6. At a minimum, FQ lineman shall hot stick 12kV and 34kV live at RG&E and 34kV live at NYSEG and CMP. Variations from this guideline require prior approval,
 7. FQ Lineman shall arrive with, and be familiar with, safe operation of chain saws to perform vegetation clearing as necessary. Proper PPE for chain saw operation shall be provided,
 8. FQ Lineman shall be prepared to work in both urban, rural and mountainous environments,
 9. Each Contractor shall assign an onsite single point of contact for the duration of the storm,
 10. Each crew shall follow OSHA safety standards and work practices,
 11. Groups of crews shall be aware that they could be split into smaller working groups,
 12. Crews shall move expediently from staging locations to the work site(s),
 13. After the first 24-hrs, crews shall work 17-hours and rest 7-hours for the duration of the event. Daily they shall pack lunches prior to reporting for duty and eat mid-shift meals at the job site or work headquarters. Crews shall not expect to eat all meals at a restaurant,
 14. Crews shall be expected to work in inclement weather,
 15. Contractors are responsible for the safety of their workforce.
- Emergency Restoration Equipment
 1. Vehicles shall be equipped with necessary hand tools including live line tools and legal work zone protection generally accepted for distribution line work for transmission voltages 34kV and below,
 2. Conductor grounds shall also be included in each crew complement,
 3. Vehicles shall be equipped with chains saws and/or stick saws for T&D vegetation clearing,
 4. Bucket trucks shall be of 45' class or greater unless otherwise agreed upon,
 5. Vehicles shall be equipped for occasional off-road use. Tire chains are to be available for snow and ice conditions. Working lights shall be available for night work,
 6. Each crew complement shall come equipped with cell phones and GPS equipment,
 7. Sufficient distribution materials shall be stocked on each vehicle prior to arrival. Job specific materials will be provided as necessary.
 - Emergency Restoration Administration
 1. Contractors shall submit rosters for approval prior to departure. Labor resources not requested or approved will not be paid,



2. Contractors shall complete specific roster sheets and provide the name of the crew lead/foreman including their cell phone number,
3. Contractors shall provide an Estimated Time of Arrival(ETA) when crews will arrive on site and ready to work an initial 24-hr shift before rotating to a 17-hrs work/7-hrs rest schedule.,
4. Contractors shall notify the company immediately if their ETA changes,
5. Site reporting rosters shall match the crew roster sent prior to departure,
6. Utility industry retirees are acceptable but must be able to perform all duties of a journeyman lineman including distribution and transmission climbing,
7. Sending excessive numbers of apprentices and non-qualified line personnel shall be avoided. Variations from this guideline require prior approval,
8. The contractor shall not send clerical and ancillary employees or bill for their services. Variations from this guideline require prior approval,
9. Invoices shall be remitted within 10 days of work completion or the release of crews from the property,
10. Invoices shall include signed time sheets with work location and broken down by employee and equipment used,
11. Contractors will not be compensated for equipment not requested or approved,
12. Receipts shall be included for all ancillary expenses including tolls.

SUBSTATION GENERAL INSTRUCTIONS

- PayCUs describe standard construction work accomplished for AVANGRID. They are to be used for routine Project and Program Work,
- Each activity must be completed in compliance with AVANGRID and national (IEEE/ANSI/ACI) standards as well as local, state, city, and federal laws and guidelines. The referenced standard column is included to help direct the Contractor to the appropriate AVANGRID standard, with that said all of the AVANGRIDTM standards apply to all of the PayCUs described in this document,
- "Non-routine" work items not possible to be covered through PayCUs will be handled as described in TM 2.73.25 SUBSTATIONS and TRANSMISSION LINESCONSTRUCTION PayCU UNITS.
- Invoicing against POs on the construction framework agreement shall occur on a monthly basis. Aesthetic landscaping tasks (usually installed to comply with permitting requirements) outside of normal seeding/mulching (for example planting shrubs, bushes, trees, etc.) will be handled on a T&M NTE basis.
- All materials provided by the Contractor (either as part of the PayCU pricing or part of the material markup clause) shall be delivered to job site.
- TM2.73.15 is AVANGRID's standard substation construction requirements. Following document shall be used in conjunction with the PayCUs to allow the contractor to understand the required scope of work:
 - TM2.73.15 .AVANGRID's standard substation construction requirements
 - Avangrid Testing and Commissioning Philosophy.



- PayCUs shall be bid assuming working in an energized substation. This includes time and care to avoid safety and reliability issues during all work.

AVANGRID SUBSTATION PRICE

Each Substation PayCU should be priced to include:

- Administration, Supervision, and Management,
- Delays (including weather),
- Environmental Compliance --Matting for right-of-ways will be provided by the company if required by environmental permit,
- Estimating,
- Fuel,
- Labor and equipment required to complete each task over the life of the contract,
- Miscellaneous consumable materials --Consumable materials shall be supplied by the Contractor and the price for consumables shall be included in the PayCU pricing attached,
- Profit,
- Safety compliance,
- Spoils removal unless spoils are contaminated,
- General traffic and pedestrian protection,
- Work area protection,
- QA/QC Costs-All work completed is expected to be delivered in a 100% correct state. The Contractor's internal quality procedures should be priced within the PayCUs.
- As-built drawing markups for two sets of field drawings (any changes/errors noted in the field shall be properly marked in red/green format on the prints),
- Auxiliary support equipment/devices are expected to be delivered to the Company in an operational status. While the final commissioning checks will be the responsibility of others, the Company expects items such as HVAC, unit heaters, fire alarm system, receptacles/lighting, etc. will be delivered to the commissioning firm by the Contractor in a confirmed/operational state and initial IED programming completed to do so,
- Cleaning, polishing, painting and other cosmetic tasks to deliver a visually complete product.

AVANGRID SUBSTATION COMPANY SUPPLIED MATERIALS

In general, the following equipment will be supplied by AVANGRID for Substation Projects (actual project requirements may vary):

- Power Transformers,
- Circuit Breakers,
- Switches,
- Capacitive Coupled Voltage Transformers,
- Station Service Transformers,



- Current Transformers,
- Voltage Transformers,
- Potential Transformers,
- Lightning Arrestors,
- Relays/HMI/RTU/IEDS,
- P&C Cabinets,
- Control House,
- DC Station Battery,
- DC Battery Charger,
- Capacitor Banks,
- Voltage Regulators (as required),
- Wave Traps,
- Line Tuning Units,
- Standby Generators.

AVANGRID SUBSTATION MATERIAL DETAILS

General Substation Material Details supplied by Contractor:

- **"Owner Supplied"** - The Owner will supply the material and deliver to the job site,
- **"Supplied by the Contractor"** - These materials will be supplied by the Contractor and shall be included in the bid price for the PayCUs,
- **"Supplied by the Contractor under the material markup clause"** - These materials may be supplied by the Contractor, but the details will be design specific and the Contractor will be provided the part number etc. during the time of issuance of a proposal for the individual work package in question. At this time the Contractor shall supply the quoted price of these materials and apply their markup percentage bid as part of this RFP.
 - NOTE: Unless specifically stated that the material will use the Contractor markup clause, the Contractor shall assume that the price of material in their supply to be included in the PayCU pricing.
- **Capacitor Banks** - All materials to be provided by the Owner. The Contractor shall completely assemble on foundation. Note that the foundation and grounding are separate PayCUs,
- **Transformers** - Contractor to assemble Owner procured power transformer after it is delivered to site. Oil to be supplied by the Owner, but effort to fill transformer with oil to be provided by the Contractor. Note that these are strictly the mechanical efforts. Foundation, grounding, wiring, primary connections, etc. will all be handled by separate PayCUs,
- **Circuit Breakers** - Contractor to assemble breakers and mount on foundations. Note that these are strictly the mechanical efforts. Foundation, grounding, wiring, primary connections, etc. will all be handled by separate PayCUs,
- **Switches** - Contractor to assemble switches and mount to the steel structure. These PayCUs assume delivery of a mechanically complete/functional switch. The tasks

under the PayCUs shall include all required adjustments, setting of stops, verifications of proper engagement of each set of contacts, final piercing of all pipes and linkages etc. Note that these are strictly the mechanical efforts. Foundation, grounding, wiring, primary connections, etc. will all be handled by separate PayCUs,

- **Battery** - Contractor to mechanically install battery and charger. For both rack and cabinet system batteries shall be individually installed and secured, with battery connections and sensor connections assembled by the Contractor. These materials will be owner supplied. In addition, the Contractor shall ground the battery system to the control house ground using Owner supplied wire. The Contractor shall supply required grounding connectors in the PayCU pricing. External AC/DC connections (back to AC/DC system), cable pulls, terminations, etc. will be handled by separate PayCUs,
- **Control House Electrical Devices** - Individual PayCUs for mounting electrical devices assumes the mechanical effort of mounting the equipment, dressing it out as required, and any miscellaneous hardware required to do so are included. In addition, the Contractor shall ground these devices to the control house ground using Owner supplied wire. The Contractor shall supply the required grounding connectors in the PayCU pricing. In addition, for basic electrical devices the Contractor shall supply electrical boxes for switches, outlets, smoke detectors, etc. in the PayCU price. Separate PayCUs shall be used for pricing Unistrut installs, EMT conduit installations, cable pulls and terminations, etc.
- **Fencing** - All materials required to construct fencing shall be included in PayCU. This shall include but is not limited to pipes, posts, fabric, barbed wire, brackets and supports, tension wire (as applicable), gates, hinges, latches etc. as outlined in the TM standards. Fence post foundations will generally be handled under the pier type foundation PayCU and the grounding will be handled under the grounding PayCUs,
- **Concrete Foundations** - For all foundations with the TM standard referenced, the Contractor shall include anchor bolts and rebar pricing in the PayCUs (except for those with complex anchor cage designs which are typically supplied by the steel manufacturer). For the PayCUs that are general in nature and don't reference a specific design the rebar and anchor bolts will be treated as material and receive the quoted markup. In addition, each foundation PayCU price includes the required excavation, backfill and stone topping per the TM standards,
- **Substation Consumables** - In general the material supplied has been provided to help the Contractor understand what major materials the Owner will supply. In addition, a non-binding list of what is generally expected to be consumables and must be included in the PayCU price is provided below. Note the general idea is that if a consumable is needed to do a job and it is not mentioned in this list the bidder shall assume its price is to be included in the PayCU (i.e. it is intent of the Owner that the Contractor deliver complete and functional units of production):
 - Tape (all types),
 - Drill bits and taps/dies,
 - Porta band blades,
 - Wire/cable identification tags,

- Rags,
- Extension cords,
- All tooling/equipment,
- Rain Equipment,
- Drinking water (none available),
- Penetrox,
- Tie Wraps,
- Caulking,
- Duct Seal/Foam Sealant,
- Batteries for equipment,
- Wire nuts (as needed),
- Miscellaneous mounting hardware, nuts, bolts etc.,
- Brushes/applicators,
- Safety Items,
 - Safety glasses,
 - Hardhats,
 - Gloves (work and cut resistant),
 - Hi-visibility vests,
 - Ear plugs,
 - First aid kit,
 - Safety harness,
 - FR coveralls/clothing,
 - Safety grounds (Contractor to supply their own).

SUBSTATION PROJECTS

The work the Contractor shall complete within substations shall include but not be limited to the following:

1. Installation of below grade equipment within the substation including but not limited to: foundations, control conduits, manholes, power ducts, ground grids,
2. Installation of substation equipment and associated equipment including but not limited to: high voltage circuit breakers, power transformers, disconnect switches, motor operators, instrument transformers,
3. Fabricate all structural steel and bus work per specifications provided from the Owner,
4. Installation of substation fences,
5. Installation and termination of power cable: 4kv -345kv,
6. Installation and termination of control cables; <600 volt,
7. Installation of switchboards and wiring of associated control equipment including but not limited to:
8. AC systems, AC throw-over switches, DC systems, battery banks, battery chargers, and fiber optic cable/devices,
9. Complete finish grade of station to match existing or per specification,
10. Removal of all old equipment where applicable,



11. Secure required material where applicable,
12. As-Built Documentation –Return of Shop Papers and Sketches/Drawings that accurately reflect the material utilized on the job and conditions in the field.

AVANGRID ENGINEERING STANDARDS

Standards Reference:

AVANGRID's technical standards have been provided as attachments to the RFP for:

- Substation,
- Transmission,
- Distribution.

For requirements where PayCUs have been requested with no reference to AVANGRID Technical manuals, the Contractor shall utilize industry standards as well as reasonable experience.

AVANGRID PRE-PLANNING MEETING

Prior to beginning each project associated with this RFP a Pre-Project Planning meeting must be held with the initiating work group to review the scope of the project, its associated documentation, specific AVANGRID Standards and to determine which organization will be responsible for key items or activities. Items to be discussed should include, but not be limited to:

1. AVANGRID provides:
 - All necessary drawings and AVANGRID Standards,
 - Owner provided transmission and distribution materials,
 - Owner provided substation materials,
 - Supply:
 - Field Construction Quality Coordinator (FCC) for single circuit projects to oversee field work and sign off completed milestones to support payment of invoice,
 - Field Construction Manager (FCM) for multifaceted project to coordinate complex field work and sign off completed milestones to support payment of invoice.
2. Contractor Responsibilities:
 - Obtaining permission from land owners for access and parking if necessary,
 - Obtaining staging area as needed,
 - Restoring to all private and public property damaged in the course of work,
 - Contacting Dig Safe for excavation,
 - Flagging when necessary,
 - Providing everything not included in the AVANGRID responsibilities above necessary to complete project such as consumable materials, tools, labor and equipment,
 - Replacing of all stock that is lost, damaged or stolen from their possession,



- Providing daily work plans and progress reports to the FCC or FCM,
 - Establish the level of details necessary to accurately reflect the material utilized on the job and conditions in the field and who is to receive the As-Built Documentation,
 - Schedule in Gantt chart format for the entire work,
 - Cashflow in Excel format for the entire work.
3. When/how to obtain written change order approval from the Division or Project Manager for project changes before proceeding,
 4. Special Work Schedule Requirements:
 - Schedule work hours to support customer needs or,
 - Road or lane closure limitations.
 5. Permit Compliance:
 - State or County DOT,
 - Environmental.
 6. Outage Plans:
 - Short outages necessary for individual transformer replacements or,
 - Placing recloser or breaker on Do-Not-Reclose for personnel protection while protecting circuit from large scale outages.
 7. Plans for scrap return,
 8. Safety concerns should be noted, such as:
 - Job will be done near energized equipment,
 - Rules for working on an energized hot circuit,
 - Location of grounds,
 - Holding/releasing mark-ups through the course of the project.
 9. **Commencement of any Project under this agreement is not to occur until a Purchase Order has been issued to the Contractor.**

AVANGRID Performance Clause

AVANGRID intends to establish the following four performance metrics with each Contractor awarded a Framework Agreement from this RFP,

1. Customer satisfaction,
2. Adherence to AVANGRID Engineering/Construction Standards,
3. Timely completion of assigned work, as-builds and corresponding invoicing,
4. Contractor crew caused line outage/customer outages/inadvertent operations.

For this agreement, each performance measure will carry a potential penalty of \$10,000 per occurrence for 1, 2, and 3 plus \$15,000 per category 4. Transmission, Distribution and Substation work penalties maybe calculated separately for a multiphase project and will be applied following a Root Cause Analysis led by the AVANGRID Network Affiliate Director, key company stakeholders and Supplier Management.



Please see the listing below of appendices to the RFP:

- Appendix A Substation Projects PayCU Workbook
- Appendix B Transmission PayCU Workbook
- Appendix C Distribution PayCU Workbook
- Appendix D AVANGRID Substation Standards
- Appendix E AVANGRID Transmission Standards
- Appendix F AVANGRID Distribution Standards
- Appendix G AVANGRID Substation Construction Specifications
- Appendix H AVANGRID Transmission Construction Specifications
- Appendix I AVANGRID Environmental Standards
- Appendix J AVANGRID Safety Standards

Payment Schedule

Payment Terms: Net 60 Days

Pricing valid through December 2023



PayCU	CATEGORY	PayCU ACTIVITY	PayCU Item Description	Special Instructions/Notes	Unit	Elmira Hornell Fillmore	Brewster	Liberty	Oneonta
NCCO001	Civil Conduit	Borescope duct	Borescope duct includes necessary equipment to located and identify duct blockage per individual conduit.		Each				
NCCO002	Civil Conduit	Install riser	Install riser conduit. All sizes, all materials (Galvanized, Fiberglass, PVC or HDPE); Cap included but do not use Plug.	Riser detail includes 10' horizontal conduit, 36" sweep / 10' vertical riser, pole bracket U-bolt and cap per company specifications or construction standard.	Each				
NCCO003	Civil Conduit	Remove Riser	Cut 1-foot below ground and remove riser from pole. Terminate ground connection where applicable.	Restoration is covered under other PayCUs.	Each				
NCCO004	Civil Conduit - Clearing	Compressed Air	Blow pig or mouse through conduit with compress air. Per individual conduit. Adjacent conduits may have energized cables.		Linear Foot				
NCCO005	Civil Conduit - Clearing	Duct Clearing - Mandrel	Proofing a cleared conduit with a mandrel to validate it is suitable for cable installation. Per individual conduit.		Linear Foot				
NCCO006	Civil Conduit - Clearing	Duct Clearing - Fiber Conduit	Remove blisters from a conduit in the fiber duct bank. Per individual conduit		Linear Foot				
NCCO007	Civil Conduit - Clearing	Duct Clear - Hand Rodding	Hand rodding or snake through the conduit. Per individual conduit. Adjacent conduits may have energized cables.		Linear Foot				
NCCO008	Civil Conduit - Clearing	Install Mule Tape	Work includes installation of Mule Tape (thread rope with foot indicators) after conduit(s) are cleared or proofed.	Must have foot indicators	Linear Foot				
NCCO009	Civil Conduit - Clearing	Power Rodding	Power rodding - Per individual conduit. Adjacent conduits may have energized cables.		Linear Foot				
NCCO010	Civil Conduit - Hanger System	Support System for fiberglass conduits	Assemble conduit support system per company drawing(s) and company specifications.	Assemble and install under bridge hangers up to eight conduits - refer to the drawings for configuration. Bridge access would be work site specific. The aerial lift and necessary scaffolding would be an equipment rate charge.	Per Hour				

NCCO011	Civil Conduit - Terminate	Duct Installation in Structure	Terminate conduit(s) into structure per company drawing(s) and company specifications. Seal conduit(s) using Jackmoon plug or equivalent. Size according to drawings.	Terminate each conduit at structure face of wall .	Each Conduit
NCCO012	Civil Conduit Fiberglass	2-inch Fiberglass Duct Installation	Conduit installation in trench for Fiberglass conduit 2-inch diameter. PayCU includes all fittings, glue and solvent, chairs and supports, installation of warning tape as well as coupling of the conduit connections as required. Installed per company specifications.	Assemble and install typical duct/conduit bank between termination points - Fiberglass composite - refer to the drawings for configuration. The unit provides payment per linear conduit foot, job specification will identify the configuration.	Linear Foot of Conduit proofed and accepted
NCCO013	Civil Conduit Fiberglass	3-inch Fiberglass Duct Installation	Conduit installation in trench for Fiberglass conduit 3-inch diameter. PayCU includes all fittings, glue and solvent, chairs and supports, installation of warning tape as well as coupling of the conduit connections as required. Installed per company specifications.	Assemble and install typical duct/conduit bank between termination points - Fiberglass composite - refer to the drawings for configuration. The unit provides payment per linear conduit foot, job specification will identify the configuration.	Linear Foot of Conduit proofed and accepted
NCCO014	Civil Conduit Fiberglass	4-inch Fiberglass Duct Installation	Conduit installation in trench for Fiberglass conduit 4-inch diameter. PayCU includes all fittings, glue and solvent, chairs and supports, installation of warning tape as well as coupling of the conduit connections as required. Installed per company specifications.	Assemble and install typical duct/conduit bank between termination points - Fiberglass composite - refer to the drawings for configuration. The unit provides payment per linear conduit foot, job specification will identify the configuration.	Linear Foot of Conduit proofed and accepted
NCCO015	Civil Conduit Fiberglass	5-inch Fiberglass Duct Installation	Conduit installation in trench for Fiberglass conduit 5-inch diameter. PayCU includes all fittings, glue and solvent, chairs and supports, installation of warning tape as well as coupling of the conduit connections as required. Installed per company specifications.	Assemble and install typical duct/conduit bank between termination points - Fiberglass composite - refer to the drawings for configuration. The unit provides payment per linear conduit foot, job specification will identify the configuration.	Linear Foot of Conduit proofed and accepted

NCCO016	Civil Conduit Fiberglass	6-inch Fiberglass Duct Installation	Conduit installation in trench for Fiberglass conduit 6-inch diameter. PayCU includes all fittings, glue and solvent, chairs and supports, installation of warning tape as well as coupling of the conduit connections as required. Installed per company specifications.	Assemble and install typical duct/conduit bank between termination points - Fiberglass composite - refer to the drawings for configuration. The unit provides payment per linear conduit foot, job specification will identify the configuration.	Linear Foot of Conduit proofed and accepted
NCCO017	Civil Conduit HDPE	2-inch HDPE Duct Installation	Conduit installation in trench for HDPE Cconduit 2-inch diameter. PayCU includes all fittings, glue and solvent, chairs and supports, installation of warning tape as well as coupling of the conduit connections as required. Installed per company specifications.	Assemble and install typical duct/conduit bank between termination points - refer to the drawings for configuration. The unit provides payment per linear conduit foot, job specification will identify the configuration.	Linear Foot of Conduit proofed and accepted
NCCO018	Civil Conduit PVC	2-inch PVC Duct Installation	Conduit installation in trench for PVC conduit 2-inch diameter. PayCU includes all fittings, glue and solvent, chairs and supports, installation of warning tape as well as coupling of the conduit connections as required. Installed per company specifications.	Assemble and install typical duct/conduit bank between termination points - refer to the drawings for configuration. The unit provides payment per linear conduit foot, job specification will identify the configuration.	Linear Foot of Conduit proofed and accepted
NCCO019	Civil Conduit HDPE	3-inch HDPE Duct Installation	Conduit installation in trench for HDPE conduit 3-inch diameter. PayCU includes all fittings, glue and solvent, chairs and supports, installation of warning tape as well as coupling of the conduit connections as required. Installed per company specifications.	Assemble and install typical duct/conduit bank between termination points - refer to the drawings for configuration. The unit provides payment per linear conduit foot, job specification will identify the configuration.	Linear Foot of Conduit proofed and accepted
NCCO020	Civil Conduit PVC	3-inch PVC Duct Installation	Conduit installation in trench for PVC conduit 3-inch diameter. PayCU includes all fittings, glue and solvent, chairs and supports, installation of warning tape as well as coupling of the conduit connections as required. Installed per company specifications.	Assemble and install typical duct/conduit bank between termination points - refer to the drawings for configuration. The unit provides payment per linear conduit foot, job specification will identify the configuration.	Linear Foot of Conduit proofed and accepted

NCCO021	Civil Conduit HDPE	4-inch HDPE Duct Installation	Conduit installation in trench for HDPE conduit 4-inch diameter. Pay CU includes all fittings, glue and solvent, chairs and supports, and , installation of warning tape as well as coupling of the conduit connections as required. Installed per company specifications.	Assemble and install typical duct/conduit bank between termination points - refer to the drawings for configuration. The unit provides payment per linear conduit foot, job specification will identify the configuration.	Linear Foot of Conduit proofed and accepted
NCCO022	Civil Conduit PVC	4-inch PVC Duct Installation	Conduit installation in trench for PVC conduit 4-inch diameter. Pay CU includes all fittings, glue and solvent, chairs and supports, and installation of warning tape as well as coupling of the conduit connections as required. Installed per company specifications.	Assemble and install typical duct/conduit bank between termination points - refer to the drawings for configuration. The unit provides payment per linear conduit foot, job specification will identify the configuration.	Linear Foot of Conduit proofed and accepted
NCCO023	Civil Conduit HDPE	5-inch HDPE Duct Installation	Conduit installation in trench for HDPE conduit 5-inch diameter. Pay CU includes all fittings, glue and solvent, chairs and supports, and installation of warning tape as well as coupling of the conduit connections as required. Installed per company specifications.	Assemble and install typical duct/conduit bank between termination points - refer to the drawings for configuration. The unit provides payment per linear conduit foot, job specification will identify the configuration.	Linear Foot of Conduit proofed and accepted
NCCO024	Civil Conduit PVC	5-inch PVC Duct Installation	Conduit installation in trench for PVC conduit 5-inch diameter. Pay CU includes all fittings, glue and solvent, chairs and supports, and installation of warning tape as well as coupling of the conduit connections as required. Installed per company specifications.	Assemble and install typical duct/conduit bank between termination points - refer to the drawings for configuration. The unit provides payment per linear conduit foot, job specification will identify the configuration.	Linear Foot of Conduit proofed and accepted
NCCO025	Civil Conduit HDPE	6-inch HDPE Duct Installation	Conduit installation in trench for HDPE conduit 6-inch diameter. PayCU includes all fittings, glue and solvent, chairs and supports, installation of warning tape as well as coupling of the conduit connections as required. Installed per company specifications.	Assemble and install typical duct/conduit bank between termination points - refer to the drawings for configuration. The unit provides payment per linear conduit foot, job specification will identify the configuration.	Linear Foot of Conduit proofed and accepted
NCCO026	Civil Conduit PVC	6-inch PVC Duct Installation	Conduit installation in trench for PVC conduit 6-inch diameter. PayCU includes all fittings, glue and solvent, chairs and supports, installation of warning tape as well as coupling of the conduit connections as required. Installed per company specifications.	Assemble and install typical duct/conduit bank between termination points - refer to the drawings for configuration. The unit provides payment per linear conduit foot, job specification will identify the configuration.	Linear Foot of Conduit proofed and accepted

NCCO027	Civil Conduit RGS (Steel)	2-inch Steel Duct Installation	Conduit installation in trench for Steel conduit 2-inch diameter. Pay CU includes all fittings, and installation of warning tape as well as coupling of the conduit connections as required. Installed per company specifications.	Assemble and install typical duct/conduit bank between termination points - refer to the drawings for configuration. The unit provides payment per linear conduit foot, job specification will identify the configuration.	Linear Foot of Conduit proofed and accepted
NCCO028	Civil Conduit RGS (Steel)	3-inch Steel Duct Installation	Conduit installation in trench for Steel conduit 3-inch diameter. PayCU includes all fittings, glue and solvent, chairs and supports, installation of warning tape as well as coupling of the conduit connections as required. Installed per company specifications.	Assemble and install typical duct/conduit bank between termination points - refer to the drawings for configuration. The unit provides payment per linear conduit foot, job specification will identify the configuration.	Linear Foot of Conduit proofed and accepted
NCCO029	Civil Conduit RGS (Steel)	4-inch Steel Duct Installation	Conduit installation in trench for Steel conduit 4-inch diameter. PayCU includes all fittings, glue and solvent, chairs and supports, installation of warning tape as well as coupling of the conduit connections as required. Installed per company specifications.	Assemble and install typical duct/conduit bank between termination points - refer to the drawings for configuration. The unit provides payment per linear conduit foot, job specification will identify the configuration.	Linear Foot of Conduit proofed and accepted
NCCO030	Civil Conduit RGS (Steel)	5-inch Steel Duct Installation	Conduit installation in trench for one Steel conduit 5-inch diameter. PayCU includes all fittings, glue and solvent, chairs and supports, installation of warning tape as well as coupling of the conduit connections as required. Installed per company specifications.	Assemble and install typical duct/conduit bank between termination points - refer to the drawings for configuration. The unit provides payment per linear conduit foot, job specification will identify the configuration.	Linear Foot of Conduit proofed and accepted
NCCO031	Civil Conduit RGS (Steel)	6-inch Steel Duct Installation	Conduit installation in trench for Steel conduit 6-inch diameter. PayCU includes all fittings, glue and solvent, chairs and supports, installation of warning tape as well as coupling of the conduit connections as required. Installed per company specifications.	Assemble and install typical duct/conduit bank between termination points - refer to the drawings for configuration. The unit provides payment per linear conduit foot, job specification will identify the configuration.	Linear Foot of Conduit proofed and accepted
NCCO032	Civil Conduit w Encasement	Concrete Encasement	A full red-dyed 3000psi concrete encasement of the conduit per company drawing(s) and company specifications. All concrete shall be vibrated to ensure full encasement around the conduit bank.		Cubic Yard
NCCO033	Civil Conduit w Stone Dust	Stone Dust Encasement	Pay CU includes six-inch (6") bed and cover-envelope of stone dust per company drawing(s) and company specifications.		Ton

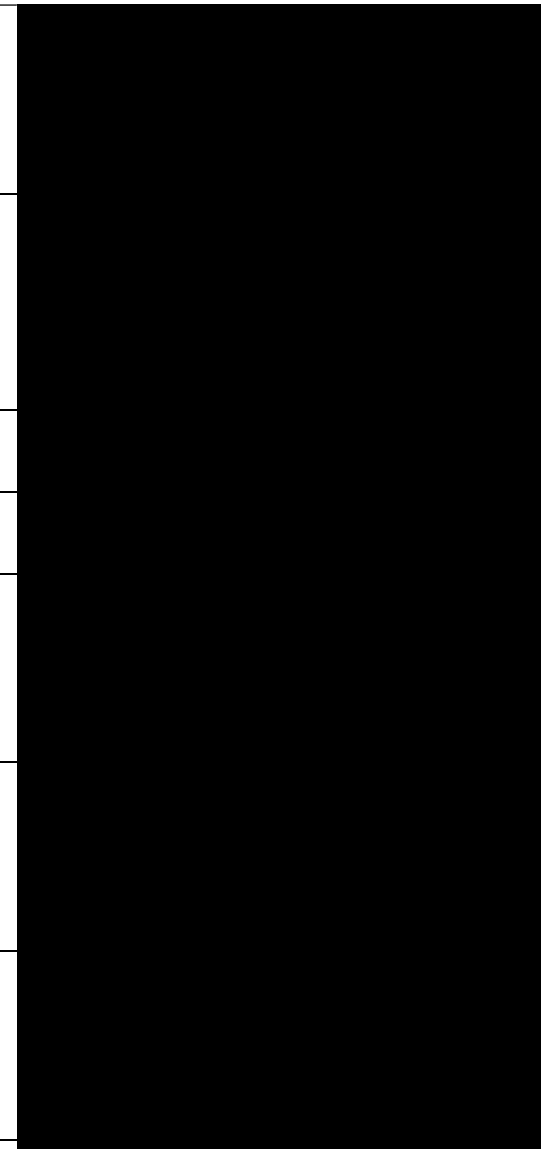
NCCO034	Civil Conduit	Removal	Remove and dispose of conduit duct bank		Cubic Yard
NCCO035	Civil Conduit - Terminate in URD foundation	Duct Installation	Terminate one conduit into URD structure. Includes labor, glue and solvent, equipment, conduit plug and tools necessary for work. Also includes one 45 degree 4" Sch 40 PVC elbow and any grout/parging work or other sealing materials and labor necessary to repair/seal any foundation penetrations.	See drawings for proposed arrangement of conduit (direction conduit terminates in foundation).	Each
NCEX001	Civil Excavation	Excavation Rock	Includes the labor, equipment and shoring to remove rock		Cubic Yard
NCEX002	Civil Excavation	Excavation-Concrete Pavement	Includes the labor, equipment, dewatering and shoring to remove concrete paving		Cubic Yard
NCEX003	Civil Excavation	Saw Cutting-Bituminous	Includes the labor and equipment to saw cut bituminous up to and including 12 inches thick.	Per company drawing(s) and company specifications	Linear Foot
NCEX004	Civil Excavation	Saw Cutting-Bituminous	Includes the labor and equipment to saw cut bituminous greater than 12 inches thick.	Per company drawing(s) and company specifications	Linear Foot per inch of depth
NCEX005	Civil Excavation	Saw Cutting-Concrete	Includes the labor and equipment to saw cut concrete up to and including 12 inches thick.	Per company drawing(s) and company specifications	Linear Foot
NCEX006	Civil Excavation	Saw Cutting-Concrete	Includes the labor and equipment to saw cut concrete greater than 12 inches thick.	Per company drawing(s) and company specifications	Linear Foot per inch of depth
NCEX007	Civil Excavation - Curbing	Concrete	Saw cut and remove existing concrete curbing.	Refer to the drawings for specifications and details	Linear Foot
NCEX008	Civil Excavation - Curbing	Granite	Saw cut and remove existing granite curbing.	Refer to the drawings for specifications and details	Linear Foot
NCEX009	Civil Excavation - HDD	Conduit 3 Inch	Directional drilling with moling equipment for conduits diameter of 3 inches	Per company drawing(s) and company specifications	Linear Foot
NCEX010	Civil Excavation - HDD	Conduit 4 Inch	Directional drilling with moling Equipment for conduits diameter of 4 inches	Per company drawing(s) and company specifications	Linear Foot
NCEX011	Civil Excavation - HDD	Conduit 5 Inch	Directional drilling with moling Equipment for conduits diameter of 5 inches	Per company drawing(s) and company specifications	Linear Foot

NCEX012	Civil Excavation - Permitting	Excavation Permits	Obtaining excavation permit for construction within the roadway limits. Including all labor, completion of forms and negotiations with the municipality and/or state permitting agency.	Permitting fees by Town/Municipality are an established cost to any supplier performing the assigned work and these costs are to be passed through.	Each	
NCEX013	Civil Excavation - Soil Conditions	Structurally Unsuitable Soil Materials	Additional excavation required - remove structurally unsuitable material not environmentally impacted as required by the owner's representative. Locate and record conditions, replace material compacting in 6" lifts with specified material to correct depth. Supply all required shoring. Provide written report on findings.	Requires authorization by the Construction Manager	Cubic yard	
NCEX014	Civil Excavation - Structure	Structure Excavation	Excavation unit includes labor, equipment, shoring and dewatering up to and including a 3" pump required to do the work. Limits of excavation shall be defined by 2 feet beyond the neat line of the structure horizontally and <u>1 foot below</u> the structure. Remove and dispose of hard surface materials as necessary.		Cubic Yard	
NCEX015	Civil Excavation - Structure	Structure Excavation Beyond Vertical Limits	Excavation unit includes labor, equipment, shoring and dewatering up to and including a 3" pump required to do the work. Limits of excavation shall be defined by 2 feet beyond the neat line of the structure horizontally <u>beyond 1 foot</u> below the structure as needed. Remove and dispose of hard surface materials as necessary.		Cubic Yard	
NCEX016	Civil Excavation - Structure Backfill	Structural Backfill	Includes all labor and equipment to backfill structure per drawings and specifications.	Placement of gravel in bottom of the trench to allow for firm surface for conduit installation - typically in high water table area	Cubic Yard	
NCEX017	Civil Excavation - Test Field Conditions	Open Cut - 5 Feet of depth	Test pit includes saw cutting, excavation to depth of 5 feet, backfill, compaction and restoration per local municipality requirements. Provide written report on findings.	Refer to drawings for location and details	Cubic Yard	
NCEX018	Civil Excavation - Test Field Conditions	Open Cut - 10 Feet of depth	Test pit includes saw cutting, excavation to depth of 10 feet, backfill, compaction and restoration per local municipality requirements. Provide written report on findings.	Refer to drawings for location and details	Cubic Yard	
NCEX019	Civil Excavation - Test Field Conditions	Open Cut - 15 Feet of depth	Test pit includes saw cutting, excavation to depth of 15 feet, backfill, compaction and restoration per local municipality requirements. Provide written report on findings.	Refer to drawings for location and details	Cubic Yard	

NCEX021	Civil Excavation - Test Pit	Keyhole - Vacuum Truck	Hard Surface Area - Saw cut up to 18" x 18" area, remove/dispose of asphalt, remove up to 5-foot native material with vacuum truck, locate obstruction, replace material compacting in 6" lifts, and restore the asphalt per field conditions. Provide written report on findings.		Each
NCEX022	Civil Excavation	Trenching 0-5 Feet	Excavation trenching unit includes labor, equipment, shoring and dewatering up to and including a 3" pump required to do the work as required by field conditions.		Cubic Yard
NCEX023	Civil Excavation	Trenching 0-10 Feet	Excavation trenching unit includes labor, equipment, shoring and dewatering up to and including a 3" pump required to do the work as required by field conditions.		Cubic Yard
NCEX024	Civil Excavation	Trenching 0-15 Feet	Excavation trenching unit includes labor, equipment, shoring and dewatering up to and including a 3" pump required to do the work as required by field conditions.		Cubic Yard
NCEX025	Civil Excavation - Remove Hard Surface	Hard surface removal < 12 in depth	Breaking and removing hard surface, <12-inches deep. Machine excavation unit includes all labor, equipment, and tools required to do the work. (i.e. prerequisite - saw cutting already done)	Includes all type of surface - concrete, pavers, bituminous, etc.	Cubic Yard
NCEX026	Civil Excavation - Remove Hard Surface	Hard surface removal > 12 in depth	Breaking and removing hard surface, >12-inches deep. Machine excavation unit includes all labor, equipment, and tools required to do the work. (i.e. prerequisite. - saw cutting already done)	Includes all type of surface - concrete, pavers, bituminous, etc.	Cubic Yard
NCEX027	Civil Excavation - Trench Backfill	Structural Backfill	Includes all labor and equipment to backfill structure per drawings and specifications.	Placement of suitable material above conduit installation to sub base grade	Cubic Yard
NCEX028	Civil Excavation	Project Setup	Contractor to record the before condition prior to the start of the proposed construction. This should be digital pictures and a video log.	Site specific - covers the entire project limits - regular business hours	Per Project
NCEX029	Civil Excavation	Project Tracking	Contractor to record the daily construction. This should include a daily log of what work was performed as well as digital photos.	Site specific - covers the active work area for the day - regular business hours	Per day of Project
NCEX030	Civil Excavation	Project Close	The contractor will provide the as built condition at the end of the proposed construction. This should be digital pictures and a video log.	Site specific - covers the entire project limits - regular business hours	Per Project
NCEX031	Civil Excavation - URD	URD Structural Base - Crushed Stone	Includes all labor and equipment to establish a 3/4" crushed stone base per drawings and specifications.	Placement of crushed stone in bottom of the excavation to allow for firm surface for equipment installation	Cubic Yard

	Structure Base				
NCLA001	Civil Labor	Dedicated Flagger	One (1) state certified flagger fully dedicated to flagging activities.		Hour
NCLA002	Civil Labor	Dewatering	Includes setting up of equipment and laying down hose. Dewatering up to and including a 3" pump. Does not include environmental remediation.		Hour
NCLA003	Civil Labor	Electric Cable Support - Temporary	Temporary support system as required to protect, support and maintain energized electric cables - requires company arc suppression blankets to be in place.	Any number or size - see plan details	Per Support
NCLA004	Civil Labor	Electric Cable Support -Leave in Place	To Protect, support and maintain electric cables - Construct and leave in place wood support system as required to support the interim position of cables. Requires company arc suppression blankets to be in place.	Any number or size - see plan details	Per Support
NCLA005	Civil Labor	Electric Equipment Protection	Construct a wood barrier to provide a physical protective barrier for electrical cables and equipment, must be minimum 3/4 inch.	Type and size would be site specific - see plan details	Square Foot
NCLA006	Civil Labor	Subsurface Structure Access	Locate, open, perform atmospheric and stray voltage tests, and inspect manhole/vault for safe working conditions.		Each
NCLA007	Civil Labor	Utility Support Non-Electric	To Protect, support and maintain an underground facility of another utility - Install and maintain a support system as required to protect, maintain and support the facility per company specifications.	The support is site dependent and depends on many factors: type, size, depth, length, etc.	Per Hour
NCLA008	Civil Labor	Structure Entrance / Exit Setup	Setup or Removal of barricades, rescue device, harness and atmospheric testing, etc. necessary for underground confined space entry or exit. This Unit also applies for underground structure inspections or maintenance. Does not include traffic control. The traffic protection unit should be used if necessary.	Covers all activities associated with confined space entry.	Each
NCPR002	Civil Protection	Obtain Work Permit	Apply for and obtain permit from local jurisdiction.	Site specific - duration will vary - covers the active work area until work completed	Each
NCPR003	Civil Protection	Police Support	Traffic Control with police without car	Site specific - duration will vary - covers the active work area until work completed	Per Hour
NCPR004	Civil Protection	Police Support	Traffic Control with police with car	Site specific - duration will vary - covers the active work area until work completed	Per Hour

NCPR005	Civil Protection	Traffic Control Zone for Sidewalk Job Site	Set up and maintain and take down job site protection including advance warning, transition and termination areas signage and cone layout as required by location permit. Must comply with Town/City/State Ordinances. Immediate Work Site Protection (safety cones around equipment) is included in reference pricing.	Site specific - duration will vary - covers the active work area until work completed. MPT Plan is provided by the Company.	Per Job Location/ Per Day
NCPR006	Civil Protection	Traffic Control Zone for Street Work/Job Site	Set up and maintain and take down job site protection including advance warning, transition and termination areas signage and cone layout as required by location or highway permit. Must conform to U.S. DOT Manual on Uniform Traffic Control Devices (MUTCD). Immediate Work Site Protection (safety cones around equipment) is included in reference pricing.	Site specific - duration will vary - covers the active work area until work completed. MPT Plan is provided by the Company	Per Job Location/ Per Day
NCRE001	Civil Restoration - Asphalt	Hot Seal Joints	Apply hot sealant between new and existing bituminous concrete.		Linear Foot
NCRE002	Civil Restoration - Asphalt	Permanent Restoration	Key hole - Complete asphalt restoration including saw cutting even and square edges per standard and municipal specifications.		Each
NCRE003	Civil Restoration - Asphalt Milling	Permanent Restoration	Provide labor, equipment and material to mill and pave roadway (up to 1.5") per company and municipal specifications. Includes removal of millings 0-100 sq. yds.	Used in conjunction with PayCU NCRE001 Hot Seal Joints. The pricing for material will be adjusted at the time of construction based on the Material Price Index and agreement with the company.	Square Yard
NCRE004	Civil Restoration - Asphalt Milling	Permanent Restoration	Provide labor, equipment and material to mill and pave roadway (up to 1.5") per company and municipal specifications. Includes removal of millings 101-250 sq. yds.	Used in conjunction with PayCU NCRE001 Hot Seal Joints. The pricing for material will be adjusted at the time of construction based on the Material Price Index and agreement with the company.	Square Yard
NCRE005	Civil Restoration - Asphalt Milling	Permanent Restoration	Provide labor, equipment and material to mill and pave roadway (up to 1.5") per company and municipal specifications. Includes removal of millings 251-500 sq. yds.	Used in conjunction with PayCU NCRE001 Hot Seal Joints. The pricing for material will be adjusted at the time of construction based on the Material Price Index and agreement with the company.	Square Yard



NCRE006	Civil Restoration - Asphalt Milling	Permanent Restoration	Provide labor, equipment and material to mill and pave roadway (up to 1.5") per company and municipal specifications. Includes removal of millings >500 sq. yds.	Used in conjunction with PayCU NCRE001 Hot Seal Joints. The pricing for material will be adjusted at the time of construction based on the Material Price Index and agreement with the company.	Square Yard
NCRE007	Civil Restoration - Asphalt Milling	Permanent Restoration	Provide labor, equipment and material to mill and pave roadway (up to 2") per company and municipal specifications. Includes removal of millings 0-100 sq. yds.	Used in conjunction with PayCU NCRE001 Hot Seal Joints. The pricing for material will be adjusted at the time of construction based on the Material Price Index and agreement with the company.	Square Yard
NCRE008	Civil Restoration - Asphalt Milling	Permanent Restoration	Provide labor, equipment and material to mill and pave roadway (up to 2") per company and municipal specifications. Includes removal of millings 101-250 sq. yds.	Used in conjunction with PayCU NCRE001 Hot Seal Joints. The pricing for material will be adjusted at the time of construction based on the Material Price Index and agreement with the company.	Square Yard
NCRE009	Civil Restoration - Asphalt Milling	Permanent Restoration	Provide labor, equipment and material to mill and pave roadway (up to 2") per company and municipal specifications. Includes removal of millings 251-500 sq. yds.	Used in conjunction with PayCU NCRE001 Hot Seal Joints. The pricing for material will be adjusted at the time of construction based on the Material Price Index and agreement with the company.	Square Yard
NCRE010	Civil Restoration - Asphalt Milling	Permanent Restoration	Provide labor, equipment and material to mill and pave roadway (up to 2") per company and municipal specifications. Includes removal of millings >500 sq. yds.	Used in conjunction with PayCU NCRE001 Hot Seal Joints. The pricing for material will be adjusted at the time of construction based on the Material Price Index and agreement with the company.	Square Yard
NCRE011	Civil Restoration - Concrete	Handicap Ramp	Installation of concrete handicap 8.33 % slope ramp (maximum); 5' by 15' maximum length		Square Foot
NCRE012	Civil Restoration - Curbing	Bituminous	Installation of 6" bituminous curbing; per foot per municipal specifications	Refer to the drawings for specifications and details	Linear Foot
NCRE013	Civil Restoration - Curbing	Concrete - Precast	Installation of Precast concrete curbing; per foot per municipal specifications	Refer to the drawings for specifications and details	Linear Foot

NCRE014	Civil Restoration - Curbing	Granite	Install/replace granite curbing disturbed due to site work.	Refer to the drawings for specifications and details	Linear Foot
NCRE015	Civil Restoration - Sidewalk	Bituminous	Installation of bituminous sidewalk; per municipal specifications - forming, required reinforcing, expansion joint, edging, and finish	Refer to the drawings for specifications and details - varies by location	Square Foot
NCRE016	Civil Restoration - Sidewalk	Concrete	Installation of concrete sidewalk; per municipal specifications - forming, required reinforcing, expansion joint, edging, and finish	Refer to the drawings for specifications and details - varies by location	Square Foot
NCRE017	Civil Restoration - Striping	Line Striping- Permanent	Epoxy line striping on a permanent basis. Supply all labor, materials and equipment. covers the active work area for the job. Follow State or Municipality code and ordinance	Site specific - covers the active work area for the day - check working hours	Square Foot
NCRE018	Civil Restoration - Striping - Temporary	Line Striping- Temporary	Paint line striping on a temporary basis. Supply all labor, materials and equipment. Unit covers the active work area for the day. Follow State or Municipality code and ordinance.	Site specific - covers the active work area for the day - check working hours	Linear Foot
NCRE019	Civil Restoration - Superpave	Permanent Trench Restoration	Provide labor, equipment and material to 6 inches of HMA SP 1.0 in two equal lifts including saw cutting even and square edges.	Per State or Municipal specifications	Square Yard
NCRE020	Civil Restoration - Superpave	Permanent Trench Restoration	Provide labor, equipment and material to 3 inches of HMA SP 0.5 in two equal lifts including saw cutting even and square edges.	Per State or Municipal specifications	Square Yard
NCRE021	Civil Restoration - Traffic Loops	Traffic Loops - Permanent Replacement	Replace all traffic loops (permanent repair using new wire) as damaged or eliminated for all construction for the job. Supply all labor, materials and equipment. Follow State or Municipality code and ordinance.	Site specific - covers the active work area for the day - check working hours	Linear Foot
NCRE022	Civil Restoration - Traffic Loops	Traffic Loops - Temporary (daily) Replacement	Replace all traffic loops (using splices) as damaged or eliminated for all construction on a daily basis. Supply all labor, materials and equipment. Follow State or Municipality code and ordinance.	Site specific - covers the active work area for the day - check working hours	Linear Foot
NCRE023	Civil Restoration - Trench	Temporary Restoration	Temporary trench restoration including saw cutting even and square edges and installation of 4 inches HMA 0.5 or per municipal specifications.	Refer to the drawings for details	Square Foot
NCRE024	Civil Restoration - Striping	Line Striping Safety Markings - Permanent	Epoxy safety markings (ex: directional arrows, crosswalk lines) on a permanent basis. Supply all labor, materials and equipment. covers the active work area for the job. Follow State or Municipality code and ordinance	Site specific - covers the active work area for the day - check working hours	Square Foot

NCRE025	Civil Restoration - Striping - Temporary	Line Striping Safety Markings - Temporary	Paint safety markings (ex: directional arrows, crosswalk lines) on a temporary basis. Supply all labor, materials and equipment. Unit covers the active work area for the day. Follow State or Municipality code and ordinance.	Site specific - covers the active work area for the day - check working hours	Square Foot
NCRE026	Civil Restoration - Curbing	Concrete - Poured In Place	Installation of Poured In Place concrete curbing; 'Installation per municipal specifications - forming, required reinforcing, expansion joint, edging, and finish	Refer to the drawings for specifications and details	Linear Foot
NCRE027	Civil Restoration - Stone Wall	Repair Masonry Retaining Wall	Repair masonry retaining wall. Includes all labor, equipment, and tools required to do the work.	Refer to drawings and specifications for details.	Square Foot
NCRE028	Civil Restoration - Driveway / Private Road	Permanent Restoration	Permanent restoration with up to 6" of Class 1 or Class 2 Asphalt, two equal lifts, with 8" gravel base: includes saw cutting even and square edges per standard and municipal specifications - without concrete underlay.	Refer to the drawings for specifications and details - varies by location and Municipality. The pricing for material will be adjusted at the time of construction based on the Material Price Index and agreement with the company.	Square Yard
NCRE029	Civil Restoration - Landscape Area	HydroSeed Softscape areas	Install 4-6" of screened topsoil, seed with appropriate grass seed mix using Hydro-Seed method	Refer to the drawings and specifications for details - varies by location	Square Yard
NCST002	Civil Structure -Fiberglass	Install Hand Hole URD	Install 24" by 24" by 36" or equivalent Fiberglass Handhole (URD)	Used in conjunction with other PayCUs associated with excavation and restoration.	Each
NCST003	Civil Structure - Fiberglass	Install Hand Hole	Install 32" by 32" by 36" or equivalent Fiberglass Handhole	Used in conjunction with other PayCUs associated with excavation and restoration. .	Each
NCST004	Civil Structure - Fiberglass	Install Hand Hole	Install 36" by 36" by 36" or equivalent Fiberglass Handhole	Used in conjunction with other PayCUs associated with excavation and restoration. .	Each
NCST005	Civil Structure - Fiberglass	Install Hand Hole	Install 36" by 48" by 36" or equivalent Fiberglass Handhole	Used in conjunction with other PayCUs associated with excavation and restoration. .	Each
NCST006	Civil Structure - Fiberglass	Install Hand Hole	Install Fiberglass Boxpad " or equivalent Fiberglass Handhole. Approximate dimensions are: W=56" x L=50-1/2" x H=32".	Used in conjunction with other PayCUs associated with excavation and restoration. .	Each
NCST007	Civil Structure - Fiberglass	Install Hand Hole	Install Fiberglass Boxpad " or equivalent Fiberglass Handhole. Approximate dimensions are: 36" by 36" by 48" or equivalent Fiberglass Handhole	Used in conjunction with other PayCUs associated with excavation and restoration. .	Each

NCST008	Civil Structure - Fiberglass	Install Hand Hole	Install Fiberglass Boypad " or equivalent Fiberglass Handhole. Approximate dimensions are:36" by 48" by 48" or equivalent Fiberglass Handhole	Used in conjunction with other PayCUs associated with excavation and restoration. .	Each
NCST009	Civil Structure - Fiberglass	Install Pad	Prepare surface - Excavate, sand pad and level area. Install URD Fiberglass Transformer/Switchgear Pad	Used in conjunction with other PayCUs associated with excavation and restoration. .	Each
NCST010	Civil Structure - Fiberglass	Lower Hand Hole	Lower Fiberglass handhole frame and cover up to 10-inches	Used in conjunction with other PayCUs associated with excavation and restoration. .	Each
NCST011	Civil Structure - Fiberglass	Raise Hand Hole	Raise Fiberglass handhole frame and cover up to 10-inches	Used in conjunction with other PayCUs associated with excavation and restoration. .	Each
NCST012	Civil Structure - Fiberglass	Raise Hand Hole	Raise Fiberglass handhole frame and cover > 10- inches	Used in conjunction with other PayCUs associated with excavation and restoration. .	Each
NCST013	Civil Structure - Fiberglass	Remove Hand Hole	Remove URD Fiberglass Transformer/Switchgear Pad and restore area	Used in conjunction with other PayCUs associated with excavation and restoration. . Fiberglass Boypad overall dimesions are: W=56" x L=50- 1/2" x H=32".	Each
NCST014	Civil Structure - Fiberglass	Replace Hand Hole	Replace Fiberglass Handhole with equivalent size Handhole	Used in conjunction with other PayCUs associated with excavation and restoration. .Fiberglass Boypad overall dimesions are: W=56" x L=50- 1/2" x H=32".	Each
NCST015	Civil Structure - Roof	Install new Precast Roof	Install new Precast roof; Includes rigging, setting, installation of sealant, pinning as required up to and including 4 tons.	Refer to the specifications for details. 'Used in conjunction with other PayCUs associated with excavation and restoration.	Each
NCST016	Civil Structure - Roof	Install new Precast Roof	Install new Precast roof; Includes rigging, setting, installation of sealant, pinning as required up to and including 10 tons.	Refer to the specifications for details. 'Used in conjunction with other PayCUs associated with excavation and restoration.	Each
NCST017	Civil Structure - Roof	Install new Precast Roof	Install new Precast roof; Includes rigging, setting, installation of sealant, pinning as required up to and including 15 tons.	Refer to the specifications for details. 'Used in conjunction with other PayCUs associated with excavation and restoration.	Each
NCST018	Civil Structure	Clean Structure	Provide all labor and associated equipment to clean underground structure, remove debris, silt, mud, etc.		Hour

NCST019	Civil Structure	Demolish - Remove Frame & Cover	Remove and dispose chamber frame and cover. Grind logo off the cover prior to disposal		Each
NCST020	Civil Structure	Demolish - Remove Grate & Frame	Remove and dispose of ventilation grate frame and grate		Each
NCST021	Civil Structure	Demolish - Remove Door & Frame	Remove and dispose of vault door frame/door. Grind off logo prior to disposal.		Each
NCST022	Civil Structure	Demolish	Remove entire below grade structure up to and including 5 foot depth. (Companion Unit)	Any structure type with ID smaller than 4'x5'x6' - Refer to drawings	Each
NCST023	Civil Structure	Demolish	Remove entire below grade structure up to and including 10 foot depth. (Companion Unit)	Any structure type with ID smaller than 6'x12'x7' - Refer to drawings	Each
NCST024	Civil Structure	Install Bollard	Install bollard; includes the labor and equipment required to install footing and concrete filled pipe per company drawings and specifications. Includes the painting of the bollard when necessary or installation of plastic covering.		Each
NCST025	Civil Structure	Install Ground Grid	Install a 4/0 bare copper ground grid per company drawings and specifications using approved materials	NY and ME materials to be provided by company, and in CT contractor to supply company approved materials.	Linear Foot
NCST026	Civil Structure	Install Ground Rods	Install 3/4" copperclad ground rods per company drawings and specifications using approved materials.	NY and ME materials to be provided by company, and in CT contractor to supply company approved materials.	Each
NCST027	Civil Structure	Permanent Steel Plating	Provide all materials and labor to install permanent steel plate over structures per company drawings and specifications.		Square Foot
NCST028	Civil Structure	Repair Chimney	Repair Splice Chamber chimney concrete brick or precast ring, reset chamber frame and cover. Unit is per course (layer of brick or ring).	As required by the municipality with authority. 'Used in conjunction with other PayCUs associated with excavation and restoration.	Per Course
NCST029	Civil Structure	Temporary Steel Plating	Provide all materials and labor to temporarily steel plate open excavations. Includes the plate, placement, pinning, edging and removal.	As required by the municipality with authority	Per Day
NCST030	Civil Structure	Demolish	Remove entire below grade structure up to and including 15 foot depth. (Companion Unit)	Any structure type with ID smaller than 8'x14'x8' - Refer to drawings. 'Used in conjunction with other PayCUs associated with excavation and restoration.	Each

NCST031	Civil Structure	Demolish - Backfill	Backfill with structural fill in accordance with company drawings and specifications. (this is a companion unit)	Any structure type with ID smaller than 10'x16'x8' - Refer to drawings. 'Used in conjunction with other PayCUs associated with excavation and restoration.	Cubic Yard
NCST032	Civil Structure	Demolish - Backfill	Includes all labor and equipment to backfill the excavation for the structure with controllable low strength materail (flowfill) per drawings and specifications.	Any structure type with ID smaller than 10'x16'x8' - Refer to drawings. 'Used in conjunction with other PayCUs associated with excavation and restoration.	Cubic Yard
NCST033	Civil Structure - Abandon	Flowfill	Abandon by: fracture floor, and demo walls to sub-grade in accordance to company specifications before backfilling with flowfill as directed by the company	Used in conjunction with other PayCUs associated with excavation and restoration.	Cubic Yard
NCST034	Civil Structure - Abandon	Structural Fill	Abandon by: fracture floor, and demo walls to sub-grade in accordance to company specifications before backfilling with structural fill as directed by the company	Used in conjunction with other PayCUs associated with excavation and restoration.	Cubic Yard
NCST035	Civil Structure - Block Method	Block Structure	Construct new civil structure utilizing approved concrete masonry units, rebar, grout and damp proofing per company drawings and specifications. Unit is for new block build walls - does not include floor or roof.	NY and ME materials to be provided by company, and in CT contractor to supply company approved materials.	Sq. Foot Face
NCST036	Civil Structure - Concrete Pad	Install Concrete Pad	Install Custom Concrete Pad; includes the labor and equipment expense to: prepare, form, rebar, and/or wire mesh, pour concrete, finish, and remove forms. Per company drawings and specifications.	NY and ME materials to be provided by company, and in CT contractor to supply company approved materials.	Cubic Yard of Concrete
NCST037	Civil Structure - Core Bore	Core bore 4" or smaller hole	Core bore drilling 4 inch or smaller up to 8-inches of wall thickness		Each
NCST038	Civil Structure - Core Bore	Core bore 4" or smaller hole	Core bore drilling 4-inch hole or smaller greater than 8-inches of wall thickness		Each
NCST039	Civil Structure - Core Bore	Core bore 8" or smaller	Core bore 8" or smaller hole up to 8-inches of wall thickness		Each
NCST040	Civil Structure - Core Bore	Core bore 8" or smaller	Core bore 8" or smaller hole up to 12-inches of wall thickness		Each
NCST041	Civil Structure - Core Bore	Core bore 8" or smaller	Core bore 8" or smaller hole greater than 12-inches of wall thickness		Each
NCST042	Civil Structure - F&C	Replace Hand Hole Cover	Replace handhole cover		Each
NCST043	Civil Structure - F&C	Replace Splice Chamber Cover	Replace splice chamber cover		Each

NCST044	Civil Structure - F&C	Splice Chamber Frame & Cover	Install riser consisting of concrete brick or precast ring in accordance with company drawings and specifications. Set frame and cover 28"	Top of frame and cover should be flush with final grade. As required by the municipality with authority.	Each
NCST045	Civil Structure - F&C	Splice Chamber Frame & Cover	Install riser consisting of concrete brick or precast ring in accordance with company drawings and specifications. Set frame and cover 36"	Top of frame and cover should be flush with final grade. As required by the municipality with authority.	Each
NCST046	Civil Structure - Pre Cast Pad	Install Pre-Cast Pad	Excavate, prepare area and install per company drawings and specifications	Used with URD Structural Base - Crushed Stone as a companion unit.	Square Foot
NCST047	Civil Structure - Pre Cast Pad	Remove Pre-Cast Pad	Remove Pre-Cast Pad and restore area		Square Foot
NCST048	Civil Structure - Precast SC	Concrete Precast Splice Chamber	Install 5' by 12' by 7' or equivalent Concrete manhole. Includes rigging, setting, installation of sealant of two piece splice chamber, dewatering, and base preparation.	Refer to the drawings/specifications for details. 'Used in conjunction with other PayCUs associated with excavation and restoration. Precast structures provided by companies.	Each
NCST049	Civil Structure - Precast SC	Concrete Precast Splice Chamber	Install 5' by 12' by 7' or equivalent Concrete split bottom manhole. Includes rigging, setting, installation of sealant of three piece splice chamber, dewatering, and base preparation.	Refer to the drawings/specifications for details. 'Used in conjunction with other PayCUs associated with excavation and restoration. Precast structures provided by companies.	Each
NCST050	Civil Structure - Precast SC	Concrete Precast Splice Chamber	Install 5' by 12' by 7' or equivalent overcast manhole. Includes rigging, setting, installation of sealant of two piece splice chamber, dewatering, and base preparation.	Refer to the drawings/specifications for details. 'Used in conjunction with other PayCUs associated with excavation and restoration. Precast structures provided by companies.	Each
NCST051	Civil Structure - Precast SC	Concrete Precast Splice Chamber	Install 6' by 14' by 7' or equivalent Concrete manhole. Includes rigging, setting, installation of sealant of two piece splice chamber, dewatering, and base preparation.	Refer to the drawings/specifications for details. 'Used in conjunction with other PayCUs associated with excavation and restoration. Precast structures provided by companies.	Each

NCST052	Civil Structure - Precast SC	Concrete Precast Splice Chamber	Install 6' by 14' by 7' or equivalent Concrete split bottom manhole. Includes rigging, setting, installation of sealant of three piece splice chamber, dewatering, and base preparation.	Refer to the drawings/specifications for details. 'Used in conjunction with other PayCUs associated with excavation and restoration. Precast structures provided by companies.	Each
NCST053	Civil Structure - Precast SC	Concrete Precast Splice Chamber	Install 6' by 14' by 7' or equivalent overcast concrete manhole. Includes rigging, setting, installation of sealant of two piece splice chamber, dewatering, and base preparation.	Refer to the drawings/specifications for details. 'Used in conjunction with other PayCUs associated with excavation and restoration. Precast structures provided by companies.	Each
NCST054	Civil Structure - Precast SC	Concrete Precast Splice Chamber	Install 8' by 14' by 7' or equivalent Concrete manhole. Includes rigging, setting, installation of sealant of two piece splice chamber, dewatering, and base preparation.	Refer to the drawings/specifications for details. 'Used in conjunction with other PayCUs associated with excavation and restoration. Precast structures provided by companies.	Each
NCST055	Civil Structure - Precast SC	Concrete Precast Splice Chamber	Install Triangle concrete manhole. Includes rigging, setting, installation of sealant of two piece splice chamber, dewatering, and base preparation.	Refer to the drawings/specifications for details. 'Used in conjunction with other PayCUs associated with excavation and restoration. Precast structures provided by companies.	Each
NCST056	Civil Structure - Precast SC	Concrete Precast Splice Chamber	Install 4-way precast concrete manhole; 5'x13'x16'x7'. Includes rigging, setting, installation of sealant of two piece splice chamber, dewatering, and base preparation.	Refer to the drawings/specifications for details. 'Used in conjunction with other PayCUs associated with excavation and restoration. Precast structures provided by companies.	Each
NCST057	Civil Structure - Vault	Form and pour in place concrete risers	Set frames, form and pour risers for vault hatchways, vent frames and access panels per company drawings and specifications.	Refer to the drawings/specifications for details. 'Used in conjunction with other PayCUs associated with excavation and restoration. Precast structures provided by companies.	Cubic Yard

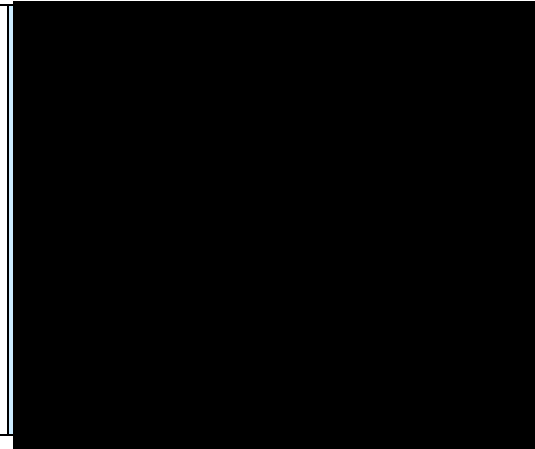
NCST058	Civil Structure - Vault	Grout and parge wall	Grout / parge splice chamber or vault wall at conduit penetrations and seams	Refer to the drawings/specifications for details. 'Used in conjunction with other PayCUs associated with excavation and restoration. Precast structures provided by companies.	Square Foot
NCST059	Civil Structure - Vault	Install Precast Vault	Includes rigging, setting, installation of sealant of two piece vault 8x12	Refer to the drawings/specifications for details. 'Used in conjunction with other PayCUs associated with excavation and restoration. Precast structures provided by companies.	Each
NCST060	Civil Structure - Vault	Install Precast Vault	Includes rigging, setting, installation of sealant of two piece vault 8x20	Refer to the drawings/specifications for details. 'Used in conjunction with other PayCUs associated with excavation and restoration. Precast structures provided by companies.	Each
NCST061	Civil Structure - Vault	Install Precast Vault	Includes rigging, setting, installation of sealant of two piece vault 8x30	Refer to the drawings/specifications for details. 'Used in conjunction with other PayCUs associated with excavation and restoration. Precast structures provided by companies.	Each
NCST062	Civil Structure - Vault	Install Precast Vent Well	Includes rigging, setting, installation of sealant of two piece vault	Refer to the drawings/specifications for details. 'Used in conjunction with other PayCUs associated with excavation and restoration. Precast structures provided by companies.	Each
NCST063	Civil Structure - Vault	Pour and finish access panel	Pour and finish concrete cast access panel, including rebar, lifting eyes and lifting embeds as needed per company drawings and specifications	Refer to the drawings/specifications for details. 'Used in conjunction with other PayCUs associated with excavation and restoration. Precast structures provided by companies.	Each

NCST064	Civil Structure	Install Pre-Cast Street Light Base	Prepare and install Pre-Cast street light base ensuring all connections and ground are properly separated and protected.	Refer to the drawings/specifications for details. 'Used in conjunction with other PayCUs associated with excavation and restoration. Precast structures provided by companies.	Each
NCST065	Civil Structure	Install Expanded Pre-Cast Street Light Base	Prepare and install Expanded Pre-Cast street light base ensuring all connections and ground are properly separated and protected.	Refer to the drawings/specifications for details. 'Used in conjunction with other PayCUs associated with excavation and restoration. Precast structures provided by companies.	Each
NCST066	Civil Structure	Remove Pre-Cast Street Light Base	Remove and dispose of Pre-Cast street light base.	Refer to the drawings/specifications for details. 'Used in conjunction with other PayCUs associated with excavation and restoration. Precast structures provided by companies.	Each
NCST067	Civil Structure-Pour in Place	Concrete Splice Chamber	Construct 5' by 12' by 7' ID or smaller cast-in-place below grade vault/splice chamber/structure per Company drawings, plans and specifications. Includes the labor and equipment to: prepare the base; install required forms; rebar and/or wire mesh; pour concrete; remove forms; install water stops; finish surface with sealant. Minimum wall thickness of 8". Use NCST036 for flooring.	Concrete and reinforcing steel will be paid under the consumable materials pricing and not included with the PayCu's. 'The pricing for material will be adjusted at the time of construction based on the Material Price Index and agreement with the company.	Cubic Yard of Concrete
NCST068	Civil Structure-Pour in Place	Concrete Splice Chamber	Construct 6' by 12' by 7' or larger ID cast-in-place cast-in-place below grade vault/splice chamber/structure per Company drawings, plans and specifications. Includes the labor and equipment expense to: prepare the base; install required forms; rebar and/or wire mesh; pour concrete; remove forms; install water stops; finish surface with sealant. Minimum wall thickness of 8". Use NCST036 for flooring.	Concrete and reinforcing steel will be paid under the consumable materials pricing and not included with the PayCu's. 'The pricing for material will be adjusted at the time of construction based on the Material Price Index and agreement with the company.	Cubic Yard of Concrete

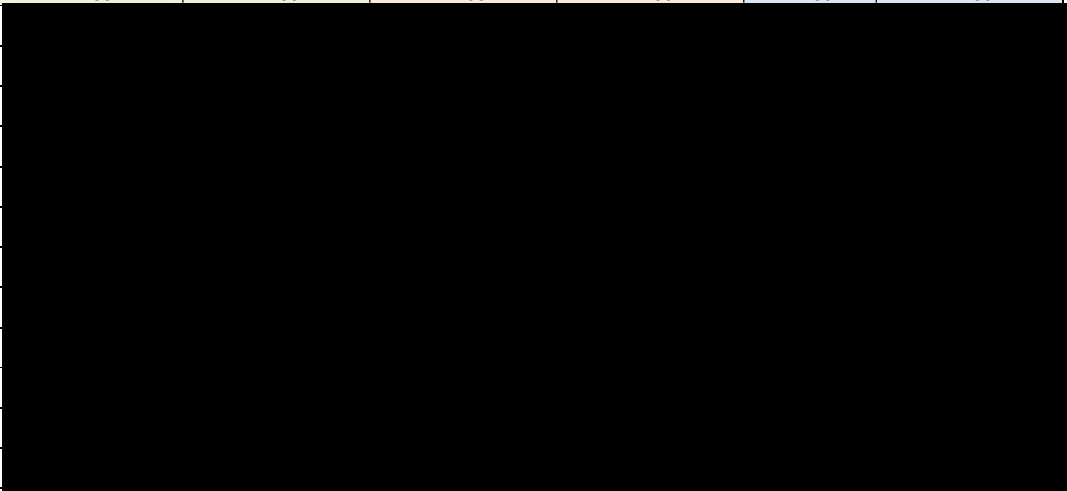
NCST069	Civil Structure- Pour in Place	Concrete Vault	Construct 8' by 20' by 10' or smaller ID cast-in-place cast-in-place below grade vault/splice chamber/structure per Company drawings, plans and specifications. Includes the labor and equipment expense to: prepare the base; install required forms; rebar and/or wire mesh; pour concrete; remove forms; install water stops; finish surface with sealant. Minimum wall thickness of 8". Use NCST036 for flooring.	Concrete and reinforcing steel will be paid under the consumable materials pricing and not included with the PayCu's. 'The pricing for material will be adjusted at the time of construction based on the Material Price Index and agreement with the company.	Cubic Yard of Concrete
NCST070	Civil Structure- Pour in Place	Concrete Vault	Construct 8' by 30' by 10' or larger ID cast-in-place cast-in-place below grade vault/splice chamber/structure per Company drawings, plans and specifications. Includes the labor and equipment expense to: prepare the base; install required forms; rebar and/or wire mesh; pour concrete; remove forms; install water stops; finish surface with sealant. Minimum wall thickness of 8". Use NCST036 for flooring.	Concrete and reinforcing steel will be paid under the consumable materials pricing and not included with the PayCu's. 'The pricing for material will be adjusted at the time of construction based on the Material Price Index and agreement with the company.	Cubic Yard of Concrete
NCST071	Civil Restoration - Landscape Area	Softscape areas	Install 4-6" of screened topsoil, seed with appropriate grass seed mix, and top with layer of mulched hay/straw.	Refer to the drawings for specifications and details - varies by location	Square Yard
NCST072	Civil Restoration - Landscape Area	Tree removal	Remove tree during construction due to excessive damage during construction. Traffic control not included.		Each
NCST073	Civil Restoration - Landscape Area	Tree install	Install/plant new tree within the project area due to excessive damage to existing tree during construction resulting in removal. Use the tree removal unit as required.		Each
NCST074	Civil Structure - Precast SC	Install Precast Extension	Install precast concrete extension piece - center section between two piece splice chamber - sized according to drawings. Includes rigging, setting, leveling and installation of sealant between joints in the splice chamber.	Installed to avoid chimney height in excess of 3-feet	Each
NCST075	Civil Structures - Ground Grid/URD	Install ground ring	Install #4 bare copper stranded including approved connections. Includes all labor and equipment to install. (Pre-req install ground rods).	Refer to drawings and specifications for details.	Linear Foot
NCST076	Civil Structures - Ground Rod/URD	Install ground rods	Install 5/8" galvanized steel rod; 8' length; bare. Includes all labor and equipment to install.	Refer to drawings and specifications for details.	Each

NCST077	Civil Structures - URD Conversion Slab	Install Prefab conversion slab	Install 56-inch long, 56-inch width, and 5-inch high concrete slab with window opening 26-inch long and 30-inch wide. Includes leveling of foundation and backfilling to bring to final grade with 2-inches of concrete slab exposed.	Conversion slab for single phase submersible round vaults. See Civil Construction Manager for details on positioning of slab. See specifications for details.	Each
NCST078	Civil Structures - URD Conversion Slab	Install Prefab conversion slab	Install 56-inch long, 56-inch width, and 5-inch high fiberglass slab with window opening 26-inch long and 30-inch wide. Includes leveling of foundation and backfilling to bring to final grade with 2-inches of slab exposed.	Conversion slab for single phase submersible round vaults. See Civil Construction Manager for details on positioning of slab. See specifications for details.	Each
NCMO001	Civil Mobilization/Demobilization	Mob/Demo \$35K to \$100K Track and Large Equip	Mobilization cost of standard wheeled equipment and for equipment that is normally carried on trailers associated with normal work units, such as backhoes, skid steers, compact wheel loaders, etc. is to be included in work activity units. This unit allows for equipment/labor Mobilization/Demobilization necessary to commence/terminate work where heavy duty equipment must be tractor-trailed and/or assembled/disassembled at the work location, such as track excavator, pile driving equipment or track derrick. This unit is used for Mobilization/Demobilization for projects greater than or equal to \$35K but less than \$100K. Once the pricing sheet is completed and agreed to by the Company's Representative this unit will be applied.		Each
NCMO002	Civil Mobilization/Demobilization	Mob/Demo \$100K to \$250K Track and Large Equip	Mobilization cost of standard wheeled equipment and for equipment that is normally carried on trailers associated with normal work units, such as backhoes, skid steers, compact wheel loaders, etc. is to be included in work activity units. This unit allows for equipment/labor Mobilization/Demobilization necessary to commence/terminate work where heavy duty equipment must be tractor-trailed and/or assembled/disassembled at the work location, such as track excavator, pile driving equipment or track derrick. This unit is used for Mobilization/Demobilization for projects greater than or equal to \$100K but less than \$250K. Once the pricing sheet is completed and agreed to by the Company's Representative this unit will be applied.		Each

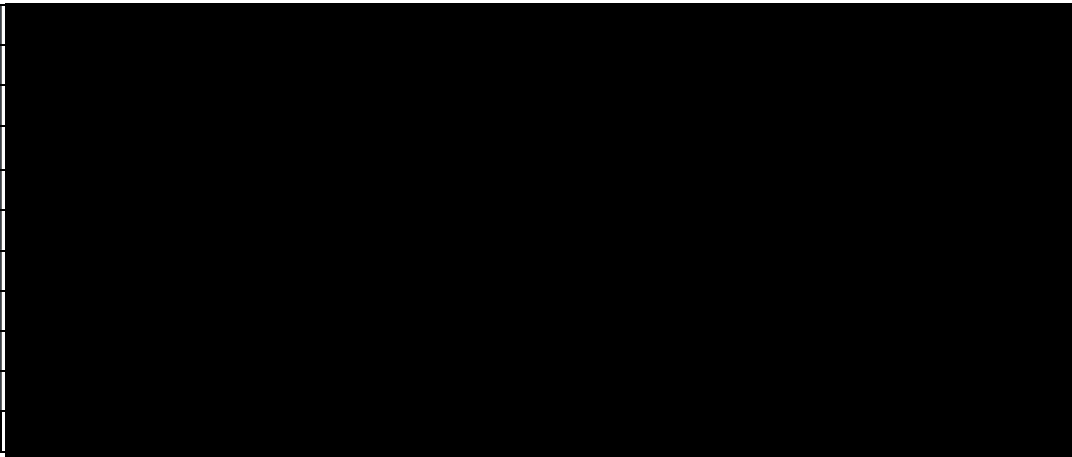
NCMO003	Civil Mobilization/D emobilization	Mob/Demo \$250K to \$500K Track and Large Equip	Mobilization cost of standard wheeled equipment and for equipment that is normally carried on trailers associated with normal work units, such as backhoes, skid steers, compact wheel loaders, etc. is to be included in work activity units. This unit allows for equipment/labor Mobilization/Demobilization necessary to commence/terminate work where heavy duty equipment must be tractor-trailerred and/or assembled/disassembled at the work location, such as track excavator, pile driving equipment or track derrick. This unit is used for Mobilization/Demobilization for projects greater than or equal to \$250K. Once the pricing sheet is completed and agreed to by the Company's Representative this unit will be applied.		Each
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		STRAIGHT TIME HOURLY		TIME AND ONE-HALF LABOR PRICE		STORM LABOR PRICE	
		NY WEST	NY EAST	NY WEST	NY EAST	NY WEST	NY EAST
Pay Item Description	UNIT	Hourly Labor Price	Hourly Labor Price	Hourly Labor Price	Hourly Labor Price	Hourly Labor Price	Hourly Labor Price
General Foreman	Man-Hour						
Foreman	Man-Hour						
Working General Foreman	Man-Hour						
Digger Machine Operator	Man-Hour						
Back-Hoe Operator	Man-Hour						
General Equipment Operator	Man-Hour						
Flagman	Man-Hour						
Chief Mechanic	Man-Hour						
Truck driver Tractor Trailer	Man-Hour						
Scaffolder	Man-Hour						
Carpenter	Man-Hour						
Steel Worker/Fabricator	Man-Hour						



Concrete Fabricator	Man-Hour
Mason	Man-Hour
Commercial Electrician	Man-Hour
Commercial Apprentice Electrician	Man-Hour
Welder	Man-Hour
Sheet Metal Fabricator	Man-Hour
Rigger	Man-Hour
Directional Drill Operator	Man-Hour
Laborer - Semiskilled	Man-Hour
Driver - Workman	Man-Hour
Crane Operator	Man-Hour



		NY WEST	NY EAST
PAY ITEM DESCRIPTION	UNIT	EQUIPMENT PRICE	EQUIPMENT PRICE
10 ton crane	Equip./Hr		
30 ton crane	Equip./Hr		
50 ton crane	Equip./Hr		
Arrow Board	Day		
ATV 4WD	Equip./Hr		
Backhoe-4ws ext.1/2	Equip./Hr		
Backhoe-Trk 3/4 yd	Equip./Hr		
Compressor	Day		
Crew Cab Truck 3/4 ton	Equip./Hr		
Cut Off Saw-14"	Equip./Hr		
D4H Bulldozer or equiv	Equip./Hr		



D6 equivalent bulldozer	Equip./Hr
D8 equivalent bulldozer	Equip./Hr
Excavator-Track/Crawl	Equip./Hr
Flashers/Barricades	Day
Generator-4-5k watts	Day
Hoe Ram	Equip./Hr
Pavement breaker	Equip./Hr
Plate Tamper	Equip./Hr
Pump-3"centr.w/hoses	Day
Road Plate 3/4-inch	Day
Temporary Lighting	Equip./Hr
Trencher	Equip./Hr
Truck-10yd dmp w/dr	Equip./Hr
Truck-6yd dump w/dr	Equip./Hr
Truck-Stake Body	Equip./Hr
Welding Truck	Equip./Hr
Shoring	Day

APPENDIX C**Contract Datasheet**
(TO BE COMPLETED FOR EACH PO ISSUED)

Section	Item	Contract Data
	Contract Currency	US Dollars (USD)
	Warranty Period	Two (2) years
	Owner Permits	See Appendix I (Permits)
1.11	Site Access Date	[Date]
1.15	Substantial Completion Date	[Date]
1.4	Final Completion Date	[Date]
	Project e-mail	<<project manager's email address>>

APPENDIX D

**Contractor's Key Personnel and Subcontractors
(TO BE COMPLETED FOR EACH PO ISSUED)**

Potential Site Works Sub-Contractors:

Civil Design:

Civil Works:

Installation:

Other Considerations:



APPENDIX E

Notices

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

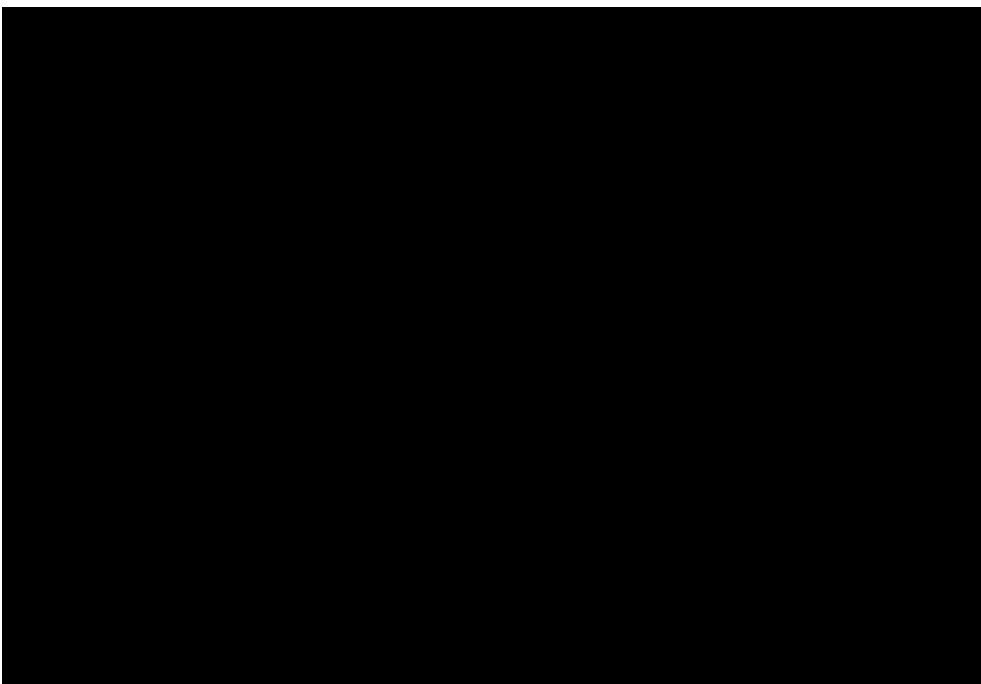
All communications to AVANGRID shall be directed to:

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

CC:

Jeremy Dalton – Process and Technology - Manager – Contract Administration
1300 Scottsville Road
Rochester, NY 14624 Telephone 585-771-4016
Email - Jeremy_Dalton@rge.com

All communications to Supplier shall be directed to:



APPENDIX F

Form of Invoice

AIA Document G702/CMa™ – 1992

Application and Certificate for Payment Construction Manager-Adviser Edition

TO OWNER: PROJECT: APPLICATION NO: Distribution to:
 PERIOD TO: OWNER
 CONSTRUCTION MANAGER
 ARCHITECT
 CONTRACTOR
 FIELD

FROM CONTRACTOR: VIA CONSTRUCTION MANAGER: CONTRACT DATE:
 VIA ARCHITECT: PROJECT NOS: CONTRACTOR
 FIELD

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$
 2. Net change by Change Orders \$
 3. CONTRACT SUM TO DATE (Line 1 + 2) \$
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$
 5. RETAINAGE:
 a. % of Completed Work (Column D + E on G703) \$
 b. % of Stored Material (Column F on G703) \$
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$
 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$
 8. CURRENT PAYMENT DUE \$
 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$

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

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

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

CERTIFICATE FOR PAYMENT

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

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

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

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.
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AIA Document G703™ – 1992

Continuation Sheet

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

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

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS FRESHLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (OF VARIABLE RATE)
			E FROM PREVIOUS APPLICATION (D + E)	F THIS PERIOD				

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APPENDIX G

Change Order Pricing

1. General

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

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

2. Fixed Price Lump Sum

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

3. Fixed Unit Price

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

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

Table of Unit Prices for Defined Scopes of Work

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

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



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

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

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

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

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

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

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

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

4. Time and Material

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

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



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

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

(i) Direct Labor

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

(ii) Labor Burden

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

(iii) Materials

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

(iv) Equipment

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

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

(v) General Liability Insurance and Performance Bond

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

(vi) Markup Percentage Fee

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



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

and

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

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

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

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

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


5. Equipment

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



APPENDIX H

Change Order Request Form
(Sample)

CHANGE ORDER REQUEST				
		P.O. Number:	39990	
		Contract Title:	Transmission Lines	
		Contract No.:	CON-MPRP-SS-0000	
		COR No.:	00001 Date: September 01, 2006	
		COR Title:	Design COR	
From: Contractor XYZ Contracting 123 Main St Anytown, MA 04601 Phone: (207) 555-9843		To: Central Maine Power Company 83 Edison Drive Augusta, ME 04335 Phone: (207) 624-4085		
Change Mgt Number: 00001		Reason Code:		
Description of Change:				
SUMMARY				
Item	Description of Work	BREAKDOWN OF WORK		Net Amount
		Quantity	Unit Price	
0001	Labor Expense & Matls.	1	\$1,000.00	\$1,000.00
			TOTAL :	\$1,000.00



APPENDIX I

Permits

1. General

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

2. Contractor Permits

Contractor shall secure and maintain, at Contractor's sole cost and expense (including costs of preparation, any filing fees and/or charges, and any bonds or other performance assurance), all Permits (other than Owner Permits) for the Work, including, but not limited to, permits required for over-the-road delivery of materials as applicable.

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

3. Owner Permits

Owner shall secure and maintain, at Owner's sole cost and expense (including costs of preparation, any filing fees and/or charges, and any bonds or other performance assurance), Permits listed in 3.1.

3.1 Listing of Permits

APPENDIX J

Insurance Requirements

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

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

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

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

1. Required Insurance Coverage's and Minimum Amounts

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

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

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

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



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

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

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

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

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

- 1.4 **Professional Liability Insurance** where if the Work includes design responsibilities, whether for design of permanent work or for "means-and-methods" or other reasons,



prior to the commencement of the Work, the Contractor shall, and shall cause its applicable Subcontractors to, provide Professional Liability Insurance, including evidence thereof, for claims that arise from the acts, errors, or omissions of the Contractor, such Subcontractor, or any party acting on behalf of the Contractor, in the provision of professional services, in an amount no less than \$5,000,000 for lead Design Professionals, \$1,000,000 for Sub Design Professionals.

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

Coverages shall include:

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

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

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

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



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



APPENDIX K-1

Lien and Waiver Release

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

DATE: [REDACTED]

TO:

[INSERT ADDRESS]

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

NOW THEREFOR:

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



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

3. Contractor certifies that:

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



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

[Contractor's Name]

By: _____
Name: _____
Title: _____

State of _____
County of _____

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

(Signature of person taking acknowledgment)

(Title or rank)

(Serial number, if any)



APPENDIX K-2

**FINAL FORM OF WAIVER AND RELEASE
[LETTERHEAD OF CONTRACTOR]**

DATE: [_____]

TO: [INSERT ADDRESS]

WHEREAS:

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

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

NOW THEREFORE:

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

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

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

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

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

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



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

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

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

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

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

[Contractor's Name]

By: _____

Name: _____

Title: _____

State of _____

County of _____

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

(Signature of person taking acknowledgment)

(Title or rank)

(Serial number, if any)



APPENDIX L

Certificate of Substantial Completion

Date: _____

To: [Insert Address]

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

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

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



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

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

By: _____
Name: _____
Title: _____

CERTIFICATE ACCEPTED:

New York State Electric and Gas Corporation (NYSEG)

By: _____

Print Name

Title



APPENDIX M

Certificate of Final Completion

Date: _____

To: [Insert Address]

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

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

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



Executed on the day set forth above.

By: _____

Name: _____

Title: _____

CERTIFICATE ACCEPTED:

NEW YORK STATE ELECTRIC AND GAS CORPORATION

By: _____

Print Name

Title



APPENDIX N

Contractor Safety Requirements

Please see separate document

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



SSOP-IUSA.020
Contractor Safety Re



APPENDIX O

Contractor Background Policy

Please see separate document

“Contractor Background Check Rule - Avangrid Networks.pdf”



Contractor
Background Check Ru



APPENDIX P

Avangrid Privacy and Data Security Rider

This Privacy and Data Security Rider (the "Rider") is entered by [REDACTED] and **Avangrid Service Company**. For the purposes of this Rider **Avangrid Service Company** and any of its affiliates procuring or receiving services, works, equipment or materials under the Agreement shall be hereinafter referred to as the "CUSTOMER".

(a) Among other, the purpose of this Rider is to enable the VENDOR to Process on behalf of the CUSTOMER the Personal Data and Company Data necessary to comply with the purpose of the "Agreement" (as defined below), define the conditions under which the VENDOR will Process the Personal Data and Company Data to which it has access during the execution of the Agreement, and establish the obligations and responsibilities of the VENDOR derived from such Processing.

(b) The following definitions are relevant to this Rider:

(i) "Personal Data" means any information about an individual, including an employee, customer, or potential customer of CUSTOMER or its affiliates, including, without limitation: (A) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, biometric records, personal electronic mail address, internet identification name, network password or internet password; (B) "Sensitive Personal Data" as defined below; or (C) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information, as well as cookie information and usage and traffic data or profiles, that is combined with any of the foregoing.

(ii) "Sensitive Personal Data" is that subset of Personal Data, including social security number, passport number, driver's license number, or similar identifier, or credit or debit card number, whose unauthorized disclosure or use could reasonably entail enhanced potential risk for the individual.

(iii) "Company Data" means any and all information concerning CUSTOMER and its affiliates and their respective business in any form, or to which the CUSTOMER or its affiliates have access, that requires reinforced protection measures, including but not limited to private or secret information, Personal Data, Cardholder Data, commercially sensitive information, Critical Infrastructure Information, strategic business information, credentials, encryption data, system and application access logs, or any other information that may be subject to regulation.

(iv) "Critical Infrastructure Information" means engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure (physical or virtual) that (A) relates details about the production, generation, transmission, or distribution of energy; (B) could be useful to a person planning an attack on critical infrastructure; (C) is exempt from mandatory disclosure under the Freedom of Information Act; and (D) gives strategic information beyond the location of the critical infrastructure.

(v) "Processing" (including its cognate, "process") means any operation, action, error, omission, negligent act, or set of operations, actions, errors, omissions, or negligent acts that is performed upon Personal Data or Company Data, whether or not by automatic means, including, without limitation, collection, recording, organization, storage, access, adaptation, alteration, retrieval, consultation, retention, use, disclosure, dissemination, exfiltration, taking, removing, copying, making available, alignment, combination, blocking, deletion, erasure, or destruction.

(vi) “Data Security Breach” means: (A) the loss or misuse (by any means) of Personal Data or Company Data; (B) the inadvertent, unauthorized and/or unlawful Processing, corruption, modification, transfer, sale or rental of Personal Data or Company Data; or (C) any other act, omission or circumstance that compromises the security, confidentiality, or integrity of Personal Data or Company Data, including but not limited to incidents where Personal Data or Company Data has been damaged, lost, corrupted, destroyed, or accessed, acquired, modified, used, or disclosed by any unauthorized person, by any person in an unauthorized manner, or for an unauthorized purpose.

(vii) “Technical and Organizational Measures” means security measures, consistent with the type of Personal Data or Company Data being Processed and the services being provided by VENDOR, to protect Personal Data or Company Data, which measures shall implement industry accepted protections which may include physical, electronic and procedural safeguards to protect the Personal Data or Company Data supplied to VENDOR against any Data Security Breach, and any security requirements, obligations, specifications or event reporting procedures set forth in this Rider or in any Schedule to this Rider. As part of such security measures, VENDOR shall provide a reasonably secure environment for all Personal Data and Company Data and any hardware and software (including servers, network, and data components) to be provided or used by VENDOR as part of its performance under the Agreement.

(viii) “Losses” shall mean all losses, liabilities, damages, and claims and all related or resulting costs and expenses (including, without limitation, reasonable attorneys’ fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties).

(ix) “Agreement” shall mean the Master Services Procurement Agreement, Master Materials Agreement or other agreement between CUSTOMER and VENDOR with respect to which this Rider is being entered.

(c) Personal Data and Company Data shall at all times remain the sole property of CUSTOMER, and nothing in this Rider or the Agreement will be interpreted or construed as granting VENDOR any license or other right under any patent, copyright, trademark, trade secret, or other proprietary right to Personal Data or Company Data. VENDOR shall not create or maintain data which are derivative of Personal Data or Company Data except for the purpose of performing its obligations under the Agreement and this Rider and as authorized by CUSTOMER.

(d) Regarding the Processing of Personal Data and Company Data, the parties agree that:

(i) VENDOR shall Process Personal Data and Company Data only on the instruction of CUSTOMER and in accordance with the Agreement, this Rider and privacy and security laws applicable to VENDOR’s services or VENDOR’s possession or Processing of Personal Data and Company Data. CUSTOMER hereby instructs VENDOR, and VENDOR hereby agrees, to Process Personal Data and Company Data only as necessary to perform VENDOR’s obligations under the Agreement and as further described below and for no other purpose. For the avoidance of doubt, (i) VENDOR shall not Process Personal Data or Company Data for any commercial purpose other than providing the services specified in the Agreement nor for any purpose outside the scope of the Agreement; and (ii) selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, Personal Data or Company Data for valuable consideration is prohibited.

(ii) With regards to Personal or Company, the parties agree that:

- The Processing activities that will be carried out by VENDOR are: Vendor activities in relation to the personal Data and Company Data: copies, deletes, reads, receives, stores and updates of drawings and documents required to complete the construction works.



- The categories of Personal Data or Company Data that will be Processed by VENDOR are: Public, Internal Use and Confidential.
- The categories of Personal Data or Company Data subjects whose information will be processed by VENDOR are: Engineering specifications, drawings, technical documentation and electrical equipment data sheets as required to complete the construction works.
- The instructions for the Processing of Personal Data or Company Data are: implementation and execution of activities on AVANGRID's premises and remotely within the US in accordance with the applicable state and federal security and data protection laws. All drawings will be exchanged in the ProjectWise application.

(iii) VENDOR shall immediately inform the CUSTOMER if in VENDOR's opinion a Processing instruction given by CUSTOMER may infringe the privacy and security laws applicable to VENDOR's services or VENDOR's possession or Processing of Personal Data or Company Data.

(iv) In the event that the activities to be carried out by VENDOR under the Agreement do not require access to Personal Data, VENDOR, its employees and representatives shall be prohibited from accessing and Processing Personal Data. If they gain access to Personal Data, VENDOR shall immediately inform CUSTOMER. Notwithstanding the foregoing, any Processing of Personal Data by VENDOR shall be subject to the terms and conditions set forth in this Rider.

(e) As a condition to starting work, VENDOR's employees and other persons authorized, pursuant to the terms of this Rider, to Process Personal Data or Company Data shall acknowledge in writing their agreement to (i) comply with the terms of CUSTOMER's Acceptable Use Requirements set forth in Schedule C hereto, as such Acceptable Use Requirements may be modified or supplemented from time-to-time upon notice from the CUSTOMER, (ii) maintain the confidentiality of Personal Data and Company Data, and (iii) comply with any applicable Technical and Organizational Measures. In addition, VENDOR's employees and other authorized persons that access CUSTOMER's premises shall abide by CUSTOMER's physical security policies, rules and procedures.

(f) At all times during which VENDOR is Processing Personal Data or Company Data, VENDOR shall:

(i) Comply with all applicable privacy and security laws to which it is subject, or that are applicable to VENDOR's services or VENDOR's possession or Processing of Personal Data and/or Company Data, and not, by act or omission, place CUSTOMER or its affiliates in violation of any privacy or security law known by VENDOR to be applicable to them;

(ii) With regards to the Processing of Personal Data, maintain a record of Personal Data Processing activities carried out on behalf of CUSTOMER, which shall include at least:

- (A) The name and contact details of the VENDOR, any subcontractor, where applicable and as previously authorized by CUSTOMER, the CUSTOMER on whose behalf the VENDOR is Processing Personal Data, their respective representatives and, where applicable, the data protection officer;
- (B) The categories of Processing activities carried out on behalf of CUSTOMER;
- (C) Where applicable, international transfers of Personal Data to a third country or international organization, identifying the third country or international organization, and identification of appropriate safeguards;



(D) A general description of the appropriate Technical and Organizational Measures that VENDOR is implementing relating to:

- The ability to ensure the continued confidentiality, integrity, availability and resilience of Personal Data Processing systems and services;
- The ability to quickly restore availability and access to Personal Data in the event of a physical or technical incident; and
- A process of regular verification, evaluation and assessment of the effectiveness of Technical and Organizational Measures to ensure the security of the Personal Data Processing;
- Pseudonymization and encryption of Personal Data;

(iii) Have in place appropriate and reasonable Technical and Organizational Measures to protect the security of Personal Data and Company Data and prevent a Data Security Breach, including, without limitation, a Data Security Breach resulting from or arising out of VENDOR's internal use, Processing or other transmission of Personal Data and Company Data, whether between or among VENDOR's subsidiaries and affiliates or any other person or entity acting on behalf of VENDOR. VENDOR shall implement Technical and Organizational Measures to ensure a level of security appropriate to the risk, taking into account the state-of-the-art, the costs of implementation, and the nature, scope, context and purposes of Processing, as well as, in connection with Personal Data, the risks of varying likelihood and severity for the rights and freedoms of data subjects. Without limiting the generality of the foregoing, the VENDOR will implement measures to:

- (A) Ensure the continued confidentiality, integrity, availability and resilience of Processing systems and services;
- (B) Quickly restore availability and access to Personal Data and Company Data in the event of a physical or technical incident;
- (C) Verify and evaluate, on a regular basis, the effectiveness of the Technical and Organizational Measures implemented;
- (D) Pseudonymize and encrypt Personal Data, where applicable; and
- (E) Safely secure or encrypt all Sensitive Personal Data, Critical Infrastructure Information and other information that relates to the operation or functionality of plants, factories, networks, or grids of the CUSTOMER or its affiliates or to which they have access, during storage or transmission;

(iv) Except as may be necessary in connection with providing services to CUSTOMER (and provided that immediately upon the need for such Personal Data and Company Data ceasing, such Personal Data or Company Data is immediately destroyed or erased), not use or maintain any Personal Data or Company Data on a laptop, hard drive, USB key, flash drive, removable memory card, smartphone, or other portable device or unit; and ensure that any such portable device or unit is encrypted.

(v) Notify CUSTOMER no later than one (1) day from the date of obtaining actual knowledge of any Data Security Breach, or from the date the VENDOR reasonable believes that a Data Security Breach has taken place, whatever is earlier, and at VENDOR's cost and expense, assist and cooperate with CUSTOMER concerning any disclosures to affected parties and other remedial measures



as requested by CUSTOMER or required under applicable law. If the Data Security Breach involves Personal Data, the following information shall be provided as a minimum:

- (A) Description of the nature of the Data Security Breach, including, where possible, the categories and approximate number of data subjects affected, and the categories and approximate number of Personal Data records affected;
- (B) Contact details of the data protection officer of the VENDOR, where applicable, or other contact person for further information;
- (C) Description of the possible consequences of the Data Security Breach or violations; and
- (D) Description of the measures taken or proposed to remedy the Data Security Breach, including, where appropriate, the measures taken to mitigate possible negative effects;

(vi) Assist and cooperate with CUSTOMER to enable CUSTOMER to comply with its obligations under any applicable privacy or security law, including but not limited to maintaining Personal Data and Company Data secured, responding to Data Security Breaches, and, where applicable, ensuring the rights of data subjects and carrying out Personal Data impact assessments;

(vii) Inform the CUSTOMER, if, where applicable, data subjects exercise their rights of access, rectification, erasure or objection, restriction of processing, data portability and not to be the subject to automated decisions by the VENDOR. The communication must be made immediately and in no case later than one (1) business day following the receipt of the request by VENDOR. VENDOR shall assist CUSTOMER, taking into account the nature of the Personal Data Processing, through appropriate Technical and Organizational Measures, and with any information that may be relevant to the resolution of the request;

(viii) Not use independent contractors or provide Personal Data or Company Data to independent contractors or other personnel that are not full-time employees of VENDOR without CUSTOMER's prior written approval;

(ix) Not disclose Personal Data or Company Data to any third party (including, without limitation, VENDOR's subsidiaries and affiliates and any person or entity acting on behalf of VENDOR) unless with respect to each such disclosure: (A) the disclosure is necessary in order to carry out VENDOR's obligations under the Agreement and this Rider; (B) VENDOR executes a written agreement with such third party whereby such third party expressly assumes the same obligations set forth in this Rider; (C) VENDOR has received CUSTOMER's prior written consent; (D) the Processing is carried out in accordance with the instructions of CUSTOMER, and (D) VENDOR shall remain responsible for any breach of the obligations set forth in this Rider to the same extent as if VENDOR caused such breach;

(x) Not permit any officer, director, employee, agent, other representative, subsidiary, affiliate, independent contractor, or any other person or entity acting on behalf of VENDOR to Process Personal Data or Company Data unless such Processing is in compliance with this Rider and is necessary to carry out VENDOR's obligations under the Agreement and this Rider. Personal Data and Company Data shall only be accessed by persons who need access to carry out VENDOR's obligations under the Agreement and this Rider and in accordance with the instructions of CUSTOMER; VENDOR shall provide appropriate privacy and security training to its employees and those persons authorized to Process Personal Data or Company Data.



(xi) Establish policies and procedures to provide all reasonable and prompt assistance to CUSTOMER in responding to all requests, complaints, or other communications received from any individual who is or may be the subject of any Personal Data Processed by VENDOR to the extent such request, complaint or other communication relates to VENDOR's Processing of such Personal Data;

(xii) Establish policies and procedures to provide all reasonable and prompt assistance to CUSTOMER in responding to any and all requests, complaints, or other communications received from any individual, government, government agency, regulatory authority, or other entity that is or may have an interest in the Personal Data or Company Data, exfiltration of Personal Data or Company Data, disclosure of Personal Data or Company Data, or misuse of Personal Data or Company Data to the extent such request, complaint or other communication relates to VENDOR's Processing of such Personal Data or Company Data;

(xiii) Not transfer any Personal Data or Company Data across a country border, unless directed to do so in writing by CUSTOMER, and VENDOR agrees that CUSTOMER is solely responsible for determining that any transfer of Personal Data or Company Data across a country border complies with the applicable laws and this Rider;

(g) At the time of the execution of this Rider, and at any time, upon CUSTOMER's request, VENDOR shall provide evidence that it has established and maintains Technical and Organizational Measures governing the Processing of Personal Data and Company Data appropriate to the Processing and to the nature of the Personal Data and Company Data.

(h) To the extent VENDOR maintains Personal Data and Company Data at its location, CUSTOMER shall have the right to conduct onsite inspections and/or audits (with no advance notice to VENDOR) of VENDOR's information security protocols, and VENDOR agrees to cooperate with CUSTOMER regarding such inspections or audits; provided, any such inspections or audits shall be conducted during normal business hours and in a manner so as to minimize any disruptions to VENDOR's operations. VENDOR will promptly correct any deficiencies in the Technical and Organizational Measures identified by CUSTOMER to VENDOR;

(i) VENDOR shall keep and make accessible to CUSTOMER, at any time, upon CUSTOMER's request, documentation that evidences compliance with the terms of this Rider. CUSTOMER may conduct audits and inspections, either directly or through a third party, and VENDOR agrees to cooperate with CUSTOMER regarding such audits;

(j) VENDOR shall cease Processing Personal Data and Company Data and return, delete, or destroy, or cause or arrange for the return, deletion, or destruction of, all Personal Data and Company Data subject to the Agreement and this Rider, including all originals and copies of such Personal Data and Company Data in any medium and any materials derived from or incorporating such Personal Data and Company Data, upon the expiration or earlier termination of the Agreement, or when there is no longer any legitimate business need (as determined by CUSTOMER) to retain such Personal Data and Company Data, or otherwise on the instruction of CUSTOMER, but in no event later than ten (10) days from the date of such expiration, earlier termination, expiration of the legitimate business need, or instruction. If applicable law prevents or precludes the return or destruction of any Personal Data or Company Data, VENDOR shall notify CUSTOMER of such reason for not returning or destroying such Personal Data and Company Data and shall not Process such Personal Data and Company Data thereafter without CUSTOMER's express prior written consent. VENDOR's obligations under this Rider to protect the security of Personal Data and Company Data shall survive termination of the Agreement.

(k) To the extent that VENDOR is afforded regular access in any way to "Cardholder Data" as defined below and for so long as it has such access, the following requirements shall apply with respect to



the Cardholder Data; provided, that the parties do anticipate that VENDOR will have access to any Cardholder Data:

(i) VENDOR represents that it is presently in compliance and will remain in compliance with the Payment Card Industry Data Security Standard (“PCI Standard”), and all updates to PCI Standard, developed and published jointly by American Express, Discover, MasterCard and Visa (“Payment Card Brands”) for protecting individual credit and debit card account numbers (“Cardholder Data”).

(ii) VENDOR acknowledges that Cardholder Data is owned exclusively by CUSTOMER, credit card issuers, the relevant Payment Card Brand, and entities licensed to process credit and debit card transactions on behalf of CUSTOMER, and further acknowledges that such Cardholder Data may be used solely to assist the foregoing parties in completing a transaction, supporting a loyalty program, providing fraud control services, or for other uses specifically required by law, the operating regulations of the Payment Card Brands, or this Agreement.

(iii) To the extent Cardholder Data is regularly maintained on the premises or property of VENDOR, VENDOR shall maintain a business continuity plan addressing the possibility of a potential disruption of service, disaster, failure or interruption of its ordinary business process, which business continuity plan provides for appropriate back-up facilities to ensure VENDOR can continue to fulfill its obligations under the Agreement.

(iv) VENDOR agrees that, in the event of a Data Security Breach arising out of or relating to VENDOR’s premises or equipment contained thereon, VENDOR shall afford full cooperation and access to VENDOR’s premises, books, logs and records by a designee of the Payment Card Brands to the extent necessary to perform a thorough security review and to validate VENDOR’s compliance with the PCI Standards; provided, that such access that be provided during regular business hours and in such a manner so as to minimize the disruption of VENDOR’s operations.

(l) VENDOR represents that the security measures it takes in performance of its obligations under the Agreement and this Rider are, and will at all times remain, at the highest of the following: (a) Privacy & IT Security Best Practices (as defined by ISO 27001/27002); and (b) any security requirements, obligations, specifications, or event reporting procedures set forth in Schedule A.

(m) In addition to any other insurance required to be provided by VENDOR hereunder, VENDOR shall also provide the Cyber-Insurance coverage meeting the requirements specified in Schedule B, attached hereto and made part hereof. VENDOR shall also comply with the terms and conditions in Schedule B as they relate to any insurance required to be provided by VENDOR pursuant to this Agreement.

(n) Notwithstanding anything in the Agreement or this Rider to the contrary, VENDOR shall indemnify, defend and hold CUSTOMER, its affiliates, and their respective employees, officers, representatives and contractors, harmless from and against all Losses caused by, resulting from, or attributable to VENDOR’s breach or violation of applicable laws, regulations or any of the terms and conditions of this Rider. VENDOR’s obligation to indemnify, defend, and hold harmless shall survive termination or expiration of the Agreement and this Rider.

(o) Failure by VENDOR to comply with any requirement of this Rider shall constitute a material breach of the Agreement and a VENDOR default thereunder. CUSTOMER shall be allowed to terminate the Agreement, and CUSTOMER shall have all rights and remedies provided by law or equity under the Agreement and this Rider.



Schedule A

General Security Requirements

(a) The following definitions are relevant to this General Security Requirements Schedule:

(i) "Cyber-infrastructure" means electronic information and communication systems and services, as well as the information contained therein. These systems, both those housed within facilities as well as those that are cloud-based, be they proprietary or third-party, in any manner, are comprised of hardware and software for processing (creating, accessing, modifying and destroying), storing (on magnetic, electronic or other formats) and sending (shared use and distribution) information, or any combination of said elements that include any type of electronic device such as, without limitation, standard computers (desktop/laptop) with internet connections, digital storage methods used on computers (e.g. hard drives), mobiles, smartphones, personal digital assistants, data storage media, digital and video cameras (including CCTV), GPS systems, etc.

(ii) "Protected Information" means Personal Data and Company Data as defined in the Rider.

(iii) Capitalized terms not otherwise defined in this Schedule shall have the meaning set forth in the Rider.

(b) VENDOR must, always, know the level of information protection that should be afforded to the Protected Information as well as the corresponding standards and applicable laws and regulations, and it shall adopt the Technical and Organizational Measures adequate thereto. VENDOR shall, at least, maintain Technical and Organizational Measures consistent with the type of Protected Information being processed and the services being provided by VENDOR, to secure Protected Information, which measures shall implement industry accepted protections which include physical, electronic and procedural safeguards to protect the Protected Information supplied to VENDOR against any Data Security Breach or other security incident, and any security requirements, obligations, specifications or event reporting procedures set forth in the Agreement, the Rider or this Schedule. As part of such security measures, VENDOR shall provide a secure environment for all Protected Information and any hardware and software (including servers, network, and data components) to be provided or used by VENDOR as part of its performance under the Agreement on which Protected Information is contained.

(c) When the scope of the Agreement implies the use or connection of VENDOR's Cyber-infrastructure to that of CUSTOMER, the VENDOR shall have reasonable Technical and Organizational Measures for its protection and for the prevention of any security incident.

(i) The connection between the CUSTOMER's and the VENDOR's network is not permitted, unless expressly agreed to in writing, in which case it must be done by establishing encrypted and authenticated virtual private networks, and the number of interconnection points between the two networks must be the minimum that is compatible with the required level of availability. The connection to the VENDOR's network shall be removed as soon as there is no need for it.

(ii) Direct user connections from the VENDOR to CUSTOMER's network are not permitted, unless authorized in writing by CUSTOMER and only for a limited period of time.

(iii) If the Agreement is fully or partially performed at the VENDOR's premises or property, the VENDOR must establish mechanisms and procedures for physical access to said premises or property to prevent unauthorised persons from accessing Cyber-infrastructure or Protected Information.



(d) VENDOR shall establish mechanisms and procedures for identifying, authenticating and controlling logical access necessary to prevent unauthorised persons from accessing its Cyber-infrastructure elements and CUSTOMER's Protected Information, and, in particular:

(i) VENDOR will have procedures based on the principle of least privilege when granting, assigning and withdrawing authorized access and permissions to its personnel or the personnel of its subcontractors, where applicable, including privileged users or administration taking into account the need for the use, the confidentiality of the Protected Information and the resources for the performance of their tasks;

(ii) VENDOR will maintain an updated inventory of the access granted and will withdraw access from personnel who cease working in connection with the Agreement within a period of less than twenty-four (24) hours. Credentials must always be encrypted when stored and transmitted; and

(iii) VENDOR shall have policies and procedures that ensure the strength of the passwords and that they are updated regularly. Passwords shall be changed during the installation processes of new hardware or software. VENDOR's default passwords shall be changed.

(e) VENDOR shall implement Technical and Organisational Measures necessary to ensure operational continuity under applicable service level agreements (including but not limited to contingency plans, backup and recovery procedures). In particular:

(i) VENDOR shall make backup copies of the Protected Information as frequently as is required for the services being provided by VENDOR and according to the nature of the data, establishing the appropriate procedures and mechanisms to ensure that the data can be retrieved, that only authorised VENDOR personnel can access it and that they are transferred and stored in such a way as to prevent access or manipulation by unauthorised persons; and

(ii) The same security measures shall apply to backups as to the original Protected Information.

(f) In the event that CUSTOMER has expressly authorized VENDOR to use its own IT equipment for accessing CUSTOMER's Cyber-infrastructure, the VENDOR shall guarantee and undertake that there are adequate security measures to protect the stationary or portable IT equipment and mobile devices used to access such Cyber-infrastructure or for storing, processing or transmitting the Protected Information, including but not limited to:

(i) Automatic locking if the device is left unattended for a certain period of time. User authentication will be required for unlocking.

(ii) Protection against malicious software and known vulnerabilities.

(iii) Updating the operating system as often as the vendor requires.

The VENDOR shall maintain an action procedure should the equipment or device be lost or stolen, ensuring, to the maximum extent possible that the event be communicated promptly, Protected Information be deleted safely in accordance with recognised standards, and access to CUSTOMER's systems or systems containing CUSTOMER's Protected Information be suspended.

Before equipment is reused or replaced, the VENDOR must protect, or if applicable remove, all the Protected Information stored on it, ensuring that unauthorised personnel or third parties cannot access or recover it.



(g) The VENDOR shall establish adequate procedures to guarantee protection against loss or unauthorised processing of files, computer media and paper documents containing Protected Information and guarantee that they are destroyed when the reasons for their creation no longer apply. Extracting data from a file and downloading it to a server or delivering it electronically is considered equivalent to computer media for the purposes of complying with these measures.

AVANGRID may request information concerning any Processing of Protected Information by the VENDOR.

(h) The VENDOR shall include security measures appropriate to the nature of the Protected Information Processed in developing, maintaining and testing the equipment that will be used to perform the services being provided by VENDOR. The VENDOR will adopt secure code development standards and ensure that no real data is used in test environments. If necessary, CUSTOMER's express written authorisation will be required, and the same security measures required for the work environment will be applied to these test environments.

(i) When the scope of the Agreement includes the supply of equipment and/or materials, the VENDOR shall prove that best security practices and standards have been applied for the design, fabrication, maintenance, and, where applicable, installation of the supplied equipment and/or materials, including its components.

For any such equipment and/or materials with information processing capacity or network connectivity options:

(i) The VENDOR shall provide evidence or certificates that guarantee design security, firmware/software updates and malware protection.

(ii) The VENDOR shall conduct periodic analyses of vulnerabilities and inform CUSTOMER about any necessary updates, especially those that affect security.

(iii) All internet connected devices shall be protected with adequately complex passwords that can be changed by CUSTOMER.

(iv) The configuration of devices, equipment and materials shall be adjustable exclusively according to AVANGRID's needs, and any unnecessary functionality deactivated. Should the VENDOR conduct any configuration, documentation to that effect shall be provided.

(j) The VENDOR shall implement a procedure to notify of and manage any Data Security Breach or security incidents, which it will disclose among its Personnel, and will act with special diligence in those cases involving critical elements of CUSTOMER's Cyber-infrastructure or Protected Information or when the reputation or legal responsibility of CUSTOMERS or the interests of the persons whose information is Processed may be affected.

(k) The Supplier shall immediately notify CUSTOMER of the existence of any security incident, even if it does not qualify as Data Security Breach, always within a maximum period of one (1) day after becoming aware of it, or if shorter, the shortest legal period, and shall assist and cooperate with CUSTOMER in terms of any necessary communication to third parties and other reasonable measures to remedy the situation when CUSTOMER requests it or as required by law.

Merely by way of example, the Supplier shall notify CUSTOMER the following:

(i) Access or attempts to access systems, equipment, applications, files, repositories, devices etc. by unauthorised persons or programs.



(ii) Disclosing or compromising protected Information including but not limited to credentials, authentication or encryption data.

(iii) Total or partial loss of data or information for any reason.

(iv) Uncontrolled distribution: sending information to people who should not receive it.

(v) Loss or removal of computer equipment or storage media, files, repositories or part of their contents.

(vi) Attacks caused by viruses / malicious software that may affect the exchange of information between the VENDOR and CUSTOMER.

(vii) Others: any irregularity or deficiency detected regarding compliance with the safety criteria indicated in this Schedule.



Schedule B

Cyber-Insurance Requirements

(a) VENDOR shall during the term of the Agreement have and maintain the following insurance coverage:

(i) Cyber Errors and Omissions Policy providing coverage, on a per occurrence basis, for acts, errors, omissions, and negligence of employees and contractors giving rise to potential liability, financial and other losses relating to data security and privacy, including cost of defense and settlement, in an amount of at least \$10 million dollars, which policy shall include coverage for all costs or risks associated with:

- 1) violations of data privacy or data security laws and regulations; and
- 2) cyber risks, including denial-of-service attacks, risks associated with malware and malicious code, whether designed to interrupt a network or provide access to private or confidential information; and
- 3) other risks specific to the work performed by VENDOR as shall be identified by CUSTOMER.

(ii) Such coverage shall be furnished by an insurance company with an A.M. Best Financial Strength Rating of A- or better, and which is otherwise reasonably acceptable to CUSTOMER.

(b) VENDOR warrants that the scope of all coverage evidenced to the CUSTOMER pursuant to this Agreement shall be the sole responsibility of the VENDOR to maintain at committed to levels required by this document and VENDOR, in any event of a loss, will take full responsibility for the payment of any policy deductible, self-insured retention, premium or retrospective premium obligation necessary to maintain coverage, and shall include coverage for any indemnification and hold harmless agreements made by the VENDOR pursuant to the Data Security Rider. VENDOR's failure to pay the applicable deductible, self-insured retention, or retrospective premium shall constitute a material breach of this Agreement, with damages equal to at least the amount of insurance lost or not provided due to such breach.

(c) All insurance coverage(s) provided by VENDOR pursuant to this Agreement shall be primary and non-contributing with respect to any other insurance or self-insurance which may be maintained by the CUSTOMER.



Schedule C

Acceptable Use Requirements

The intent of this Schedule is to document requirements as they pertain to the Acceptable Use of the Electronic Devices and Cyber-infrastructure of Avangrid, Inc. and any of its subsidiaries (hereinafter "Avangrid") by contractors, consultants or other third parties.

Employees and other persons acting on behalf of Avangrid vendors shall be required to read, acknowledge their understanding of, and commit to comply with these Avangrid Acceptable Use Requirements.

Definitions

- A **User** is defined as any contractor, consultant or other third parties, including any employee of an Avangrid vendor, with access to or using Avangrid Electronic Devices or Cyber-infrastructure.
- **Cyber-infrastructure** Includes electronic information and communications systems and services, and the information contained in these systems and services. Those systems and services are composed of all hardware and software that process (creation, access, modification, and destruction), store (paper, magnetic, electronic, and all other media types), and communicate (sharing and distribution) information, or any combination of these elements.
- **Electronic Devices** include standard computer (workstation desktop/ laptop) with network connections, digital storage media used in standard computers (e.g. hard drives), telephone and voicemail systems, mobile phones, smartphones, tablets, Personal Digital Assistants (PDA), End Point Storage Devices (EPSD), digital and video cameras (including CCTV), mobile navigation systems, printers, photocopiers and scanners, fax machines, and all other similar of associated devices, etc.
 - **Avangrid Electronic Devices** are Electronic Devices owned and managed by Avangrid.
 - **Personally Owned Devices (POD)** are Electronic Devices (e.g. smart phones, tablets, laptops) privately owned and managed by Users.
 - **End Point Storage Devices (EPSD)** applies to the storage of data on devices that can be connected either by a USB drive, data cable or by wireless connection direct to any computing equipment within Avangrid, e.g. USB sticks, drives, thumb nails, pen drives, flash drives, memory cards, etc.

1. Requirements and Practices

1.1 Electronic Devices

Avangrid Electronic Devices and resources are property of Avangrid and may be provided to Users for the pursuit of their professional activity.

- 1.1.1 The determining authority and responsibility for issuance of an Electronic Device shall rest with the Avangrid Business Area Leader (BAL) or department hiring manager.
- 1.1.2 Avangrid Electronic Devices shall be provided to Users configured with the required security hardware and software protections.

- a. Compromising or interfering with the Electronic Devices' operating system, hardware, software or protection mechanisms is prohibited.
- 1.1.3 Users shall be responsible for the appropriate use of authorized Electronic Devices in accordance with their duties and responsibilities, including, but not limited to:
- a. Protecting Electronic Devices from misuse.
 - b. Logging off or protecting Electronic Devices with a screen and/or keyboard locking mechanism, when unattended and when not in use.
 - i. Desktop and laptop computers shall be switched off or hibernating when unattended for a period more than one hour and always at the end of the workday.
 - ii. Desktop and laptop computer screens shall be locked by Users always when unattended.
 - c. Taking the following preventative measures to ensure that any Electronic Devices used to connect to Avangrid's Cyber-infrastructure are physically secured by:
 - i. Protecting Avangrid assets from unauthorized access and use by others,
 - ii. Leaving Electronic Devices in secured locations (e.g. locked cabinet or drawer, locked rooms in locked buildings as applicable),
 - iii. Not leaving Electronic Devices in plain view in unattended vehicles,
 - iv. Not leaving Electronic Devices in vehicles overnight,
 - v. Carrying laptops as hand luggage when traveling,
 - vi. Positioning Electronic Devices so that they (and the information displayed) are not visible from outside a ground floor window, and
 - vii. Positioning the display screen of Electronic Devices such that it cannot be viewed by others in public places (e.g. train, aircraft, restaurants, etc.).
- 1.1.4 Users shall follow Avangrid procedures for immediately reporting lost, compromised, or stolen Electronic Devices.
- a. The User shall notify the Service (Help) Desk and their Avangrid contact.
- 1.1.5 User shall follow Avangrid procedures for the return of Avangrid owned Electronic Devices when the use of those devices is deemed no longer necessary.
- a. Users shall return all Avangrid Electronic Devices to their Avangrid contact immediately upon separation/ termination, which shall be responsible for collecting all Avangrid Electronic Devices.
- 1.1.6 The use of hot desks/ shared network access equipment shall be reserved for Users who do not regularly require the use of a portable Electronic Device (e.g. laptop) for their professional activities.



- a. Users of hot desks/shared network access shall have a current network login.

1.2 Connection to Avangrid Cyber-infrastructure

1.2.1 All Electronic Devices which connect to the Avangrid Cyber-infrastructure network shall be Avangrid approved assets which have been configured in accordance with Avangrid standard configurations.

- a. Non-Avangrid approved Electronic Devices shall not connect directly to the Avangrid Cyber-infrastructure (e.g. through Ethernet connection).
- b. Wireless connections from an Avangrid office shall only be accomplished through Avangrid Electronic Devices and the Avangrid supported wireless infrastructure.
- c. Guest wireless network accounts shall only be supplied on 'as-need-be-basis' following Avangrid approval processes.
- d. Remote desk connections shall only be supplied on 'as-need-be-basis' following Avangrid approval processes.

1.3 Use of Mobile Devices (for Remote Access)

1.3.1 The determining authority and responsibility for issuance of a mobile electronic device to perform Avangrid professional activities; access the Avangrid Cyber-infrastructure or store/transmit Avangrid information/data remotely shall rest with the Avangrid Business Area Leader (BAL) or department hiring manager.

- a. Users shall remotely access Avangrid's Cyber-infrastructure utilizing only authorized hardware, software and access control standards (e.g. Avangrid approved VPN technology for Avangrid Electronic Devices or Citrix client).
- b. At no time shall a remote User initiate two simultaneous connections to different networks (e.g., no split tunneling and no multi-homed connection).
- c. Avangrid issued SIM cards shall not be swapped or used in non-Avangrid issued Electronic Devices.
- d. Configuring a non-Avangrid issued Electronic Device for connection to the Avangrid corporate email system is strictly prohibited.
- e. Users should be aware that Avangrid may monitor emails sent from and to non-Avangrid issued devices.

1.4 Personally Owned Devices

1.4.1 The use of Personally Owned Devices for access to and/or handling of Avangrid information/data and Avangrid Cyber-infrastructure is prohibited.

1.5 Treatment of Software and Applications



- 1.5.1** The acquisition and installation of software on Avangrid Electronic Devices shall be made using approved methods.
 - a. All access to company software and/or applications shall be subject to formal request and approval processes.
- 1.5.2** Users shall be prohibited from introducing or installing any unauthorized software, content or material.
- 1.5.3** The installation of any type of network access program peer (P2P) or similar (e.g., BitTorrent, Emule), as well as any other application for file sharing that could saturate Internet bandwidth, prevent access to other Users or slow down connections to technology and information resources is prohibited.
- 1.5.4** Intellectual property, licensing and regulatory requirements shall be observed always. Downloading, obtaining, copying or redistributing materials protected by copyright, trademark, trade secret or other intellectual property rights (including software, music, video, images) is prohibited, even where such material is to be used for the pursuit of the professional activity.
 - a. Where materials protected by copyright, trademark, trade secret or other intellectual property rights are required for the pursuit of an Avangrid professional activity the appropriate license/permission shall be obtained prior to use.

1.6 Treatment of Information/Data

- 1.6.1** Information/data assets obtained or created during the engagement with Avangrid are the property of Avangrid and shall be treated in accordance with the applicable Agreement and Data Security Rider.
- 1.6.2** The storage of Avangrid information/data on Personally Owned Devices or non-Avangrid controlled or authorized environments, including non-authorized Electronic Devices is prohibited. Users shall not store AVANGRID owned information/data on devices that are not issued by AVANGRID unless explicitly and contractually agreed by both parties.
- 1.6.3** Where access to Personal Data is part of a Users' professional role and responsibilities, access shall be treated in accordance with all applicable data protection and/or privacy law(s) and regulation(s) and under strict access and usage guidelines.
- 1.6.4** Corporate storage spaces and network resources shall be used for file storage and/or exchange of professional information.
- 1.6.5** Users shall store and share information/data in accordance with the terms and conditions with Avangrid and any applicable Data Security Rider.
- 1.6.6** Use of an End Point Storage Device (EPSD) (e.g. USB) shall be limited to those devices acquired through the Information Technology (IT) request process (e.g. ITSM/ServiceNow).
- 1.6.7** Printed information/data (hard copy) shall be:
 - a. Stored based on critically, e.g. hardcopy containing confidential and/or sensitive information/data shall be locked away when not required (or not in use).
 - b. Discarded, when no longer needed, based on criticality, e.g. confidential and/or sensitive

hardcopy shall be shredded.

- c. To be removed from printers, fax machines, copier rooms, and conference/ meeting rooms immediately.

1.7 User Access Credentials and Passwords

1.7.1 Requests for access shall be made following access provisioning procedures.

1.7.2 Applications and network resources access shall be activated\deactivated in accordance with Avangrid activation\ deactivation procedures.

1.7.3 Users requiring duly justified privileged access rights will be assigned a specific “Privileged User ID”

- a. Privileged User IDs shall be reviewed and confirmed at least semi-annually.
- b. Regular professional activities shall not be performed from a privileged ID.

1.7.4 Users shall use strong, complex passwords and securely maintain secret authentication information (e.g. passwords, cryptographic keys, smart cards that produce authorization codes), including:

- a. Not sharing or disclosing their Avangrid credentials (log on IDs-user names and/or passwords) with others inside or outside the company.
- b. Keeping secret authentication information confidential, ensuring that it is not divulged to any other parties, including senior management and technical support.
- c. Not recording (e.g. on paper, software file or hand-held device) secret authentication information, unless this can be stored securely, and the method of storing has been approved (e.g. password vault) by Corporate Security.
- d. Changing secret authentication information when there is any indication of a possible compromise.
- e. Reporting any incidents or suspected compromises by following Avangrid incident reporting procedures.

1.8 Internet Use and Social Media

1.8.1 Avangrid may make available internet access to users depending on their role and responsibilities.

- a. Internet access shall be provided as a tool for business purposes, shall be used with moderation and shall be proportional to the work being undertaken.
- b. Access to restricted websites shall be enabled at the discretion of Avangrid and shall be provisioned following the security exception process.
- c. Only Avangrid approved surfing software shall be used to access the Internet.



- 1.8.2** A moderate and proportional use of the internet shall be allowed for non-professional activities, although web surfing is expressly prohibited for:
- a. Accessing or posting of any racist or sexual content or any material that is offensive or defamatory in nature.
 - b. Accessing games, downloading video, music (MP3 or another format), or downloading any other files not related to the Avangrid related responsibilities.
- 1.8.3** Limited and occasional use of Avangrid Electronic Devices and resources to engage in Social Networking¹ and Blogging² is acceptable, provided that:
- a. It is done in a professional and responsible manner.
 - b. It does not violate the Code of Ethics or any relevant Avangrid policy, procedure or rule.
 - c. It is not detrimental to Avangrid's best interests.
 - d. It does not interfere with regular work duties.
 - e. There is no breach of the prohibitions identified in these requirements.
- 1.8.4** Avangrid reserves the right to determine which websites and social media platforms can be accessible through Avangrid Electronic Devices or Cyber –infrastructure.

1.9 E-mail Use

- 1.9.1** All information created, sent, or received via Avangrid's e-mail system(s), including all e-mail messages and electronic files shall be the property of Avangrid.
- 1.9.2** Avangrid reserves the right to monitor, inspect and access such emails and electronic files.
- 1.9.3** The forwarding of Avangrid owned information/data to a personal e-mail account is prohibited.
- 1.9.4** Removing or circumventing any of the security controls enforced on the company email system (e.g. SPAM filtering, automatic email disclaimers, etc.) is prohibited.
- 1.9.5** Users shall not permit others to use their e-mail accounts. Based on user established permissions; calendars and/or mailboxes may be shared.
- 1.9.6** Limited use of an Avangrid e-mail account for personal purposes shall be regarded as acceptable provided that:
- a. Use does not interfere with the normal performance of professional duties.
 - b. Messaging does not violate applicable laws, regulations, the Code of Ethics, or Avangrid

¹ Social Networking is the use of dedicated websites and applications to interact with other users or to find people with similar interests.

² Blogging: A blog is a website containing a writer's or group of writers' own experiences, observations, opinions, etc., Blogging is posting to that website.



policies.

- c. Use is moderate both in terms of frequency and amount of memory and resources consumed.

1.9.7 Avangrid e-mails or messages containing company information/ data shall not be forwarded to external parties except where there is a specific business 'need to know'.

1.9.8 Avangrid electronic messaging shall not be used for transmitting, retrieving or storing any messages, files or attachments which constitute:

- a. Harassing or discriminatory messages which relate to gender, race, sexual orientation, religion, disability or other characteristics protected by applicable laws and regulations.
- b. Defamatory messages which adversely affect the reputation of a person or company.
- c. Messages that violate copyright, trademark, trade secret or other intellectual property rights.
- d. Obscene materials or images of a sexual nature.
- e. Files or documents of an indeterminate origin or that, for any reason, may include computer viruses or in any way breach the security systems of the company or the recipient of the file or document, or may damage their IT systems.
- f. Any material or images that might reasonably be expected to cause personal offense to the recipient.
- g. Messages in violation of applicable laws, regulations, the Code of Ethics, or Avangrid policies.

1.9.9 The retention period for e-mail messages shall be 18 months. Once the retention period has been reached, emails shall be automatically eliminated from the user's mailbox.

- a. a. Users shall store messages and/or associated attachments in Avangrid provided network folders. Storage of messages and/or associated attachments on hard drives in .pst (personal mail folders) folders is prohibited.

1.9.10 Users shall report suspicious email messages (e.g. spam, phishing, etc.) the Service (Help) Desk and/or using the reporting tool REPORTER, available in Outlook.

1.10 Incident reporting

1.10.1 Users shall immediately report any unusual activity, incident or suspected event following Avangrid incident reporting procedures (e.g. Service (Help) Desk, REPORTER, etc.)

1.11 Contract Termination

1.11.1 Avangrid Electronic Devices assigned to or in the possession of a User shall be returned to Avangrid on or before the contract termination date or whenever it is determined that the use of the Electronic Device is no longer necessary. This includes the return of facility access badges.

1.11.2 Access to Cyber-infrastructure shall be deactivated (revoked) on or before a User's termination date in accordance with Avangrid access management processes.



2. No Expectation of Privacy

All contents of the Avangrid Electronic Devices and Cyber-infrastructure are the property of the company. Therefore, Users should have no expectation of privacy whatsoever in any e-mail message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on Avangrid's Electronic Devices or Cyber-Infrastructure.

3. Monitoring

- 3.1 Avangrid reserves the right to use monitoring controls, including software, to ensure compliance with these Acceptable Use Requirements document, and to record and/or monitor one or more Users' Electronic Devices and resources, e-mails and/or internet activity in accordance with regulatory and legal requirements.
 - a. This includes the right to monitor, intercept, access, record, disclose, inspect, review, retrieve, print, recover or duplicate, directly or through third parties designated for such purpose, any information/data contained on and any uses of the Electronic Devices and Cyber-Infrastructure. Avangrid may store copies of such information/data for a period of time after they are created and may delete such copies from time to time without notice. Users consent to such monitoring by acknowledging these requirements and using the Electronic Devices and Cyber-Infrastructure.
 - b. Accordingly, Users should not harbor any expectation of privacy in respect to the use of Avangrid Electronic Devices or Cyber-Infrastructure and should not consider the data contained on them as private.
- 4.2 Monitoring may take place at any time and without the need to notify or inform the User in advance, taking into consideration legal or regulatory limitations, where applicable.

4. Non Compliance

Violation and non-conformance to this guidance by third party workers may result in appropriate actions, including contract termination.

List of Offers Received

