



CONSTRUCTION SERVICES AGREEMENT

For



A handwritten signature in blue ink, appearing to be "WPM".

TABLE OF CONTENTS

ARTICLE 1– ORDER OF PRECEDENCE AND DEFINITIONS

ARTICLE 2 - OWNER

ARTICLE 3 - CONTRACTOR

ARTICLE 4 – SPECIFICATIONS AND QUALITY

ARTICLE 5 - INSURANCE

ARTICLE 6 - LEGAL RESPONSIBILITY AND SAFETY

ARTICLE 7 - TIME

ARTICLE 8 - PAYMENTS

ARTICLE 9 - CHANGES IN THE WORK

ARTICLE 10 - CLAIMS

ARTICLE 11 – RESOLUTION OF DISPUTES

ARTICLE 12 – MISCELLANEOUS PROVISIONS

SCHEDULES

SCHEDULE A - Companies

SCHEDULE B - Services

SCHEDULE C – Intermediate Milestones

SCHEDULE D – Pricing Terms

SCHEDULE D 1– PayCUs and Owner-Estimated Quantities

SCHEDULE E - Notices

SCHEDULE F – Data Security Rider

SCHEDULE G – Certifications

SCHEDULE H – Bid Forms, Exemptions and Clarifications

SCHEDULE I - Permits

SCHEDULE J - Insurance Requirements

SCHEDULE K-1 - Lien and Waiver Release

SCHEDULE K-2 – Final Lien and Waiver Release

SCHEDULE L-1 - Certificate of Installation and Testing Completion

SCHEDULE L-2 - Certificate of Substantial Completion

SCHEDULE M - Certificate of Final Completion

Schedule N-1 – Form of Performance Letter of Credit

Schedule N-2 – AIA Performance and Payment Bond Form

SCHEDULE O-1 – Contractor Safety Requirements

Schedule O-2 – Supplemental Contractor Safety and COVID-19 Requirements

SCHEDULE P - Background Check Requirements

This CONSTRUCTION SERVICES AGREEMENT (this "Agreement") is made this 11th day of August, 2021 by and between **AVANGRID Service Company** ("Owner" or "Company"), a Delaware corporation, with offices located at One City Center, 5th Floor, Portland, Maine 04101 and [REDACTED] AVANGRID Service Company and Contractor may be referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

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

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

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

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

ARTICLE 1 – ORDER OF PRECEDENCE AND DEFINITIONS

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

- The Purchase Order (exclusive of its pre-printed terms and conditions);
- The Scope of Services document attached hereto as Schedule B, as it may be amended, modified or supplemented in the Purchase Order;
- The Intermediate Milestones attached hereto as Schedule C, as it may be amended, modified or supplemented in the Purchase Order; 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 Documents" means collectively the Agreement and Information for Bidders, the Bid Form, the terms and conditions and execution pages, the Construction RFP Phase I document, all addenda issued, the Bonds, the Schedules, the Drawings, as applicable. The Agreement and the Agreement Documents are also deemed to include those standards, codes, regulations or other documents referenced in the Agreement and Agreement Documents.
- 1.4 "Agreement Price" means the total amount payable by the Owner to the Contractor for the performance of the Work as determined by the product of the PayCU pricing and actual quantities of PayCUs required and approved by the Owner under this Agreement. THIS IS A FIXED UNIT PRICE AGREEMENT.
- 1.5 "Agreement Time" means the period of time allotted in Schedule for the Work as defined in Schedule B in this Agreement to achieve Final Completion. The Agreement Time shall end at the Final Completion Date.
- 1.6 "Commercial Operation" means the milestone in the Project where Substantial Completion has been achieved, the Owner has energized the asset, and the Warranty Period has begun.
- 1.7 "Drawings" means the drawings specified in the Agreement Documents set forth in Schedule B, including, but not limited to, final drawings prepared by Contractor which are approved by Owner for use during construction and show the location and dimensions of the Work and include, if applicable, plans, elevations, sections, diagrams and other details as may be necessary or desirable to facilitate the effective, efficient and timely construction and commissioning of the Work.
- 1.8 "Energized" means operational, on-line and connected to the transmission system.

- 1.9 "Final Completion" has the meaning set forth in Schedule B.
- 1.10 "Construction Sequence Complete" has the meaning set forth in Schedule B.
- 1.11 "Installation and Testing Complete" has the meaning set forth in Schedule B.
- 1.12 "PayCU" means a standard construction Pay Compatible Unit associated with an activity or material. The PayCUs for this project are defined in Schedule D-1.
- 1.13 "Project" means the Owner's Fraser Substation project located in Delhi, New York under this Agreement pursuant to which the Contractor will provide the Work as defined in this Article 1 herein.
- 1.14 "Punch List" means the minor defects or omissions identified by the Owner in determining that the Work is substantially completed at the time when Installation and Testing Complete has been achieved. Each Punch List item will be deemed by Owner as either "Critical" or "Non-Critical." All Critical Punch List items must be completed prior to Substantial Completion. All Critical and Non-Critical Punch List items must be completed prior to Final Completion.
- 1.15 "Schedule" has the meaning set forth in Article 7.7.
- 1.16 "Site" means the lands and improvements where the project is located and the Services are to be performed, which lands and improvements are described in Schedule B.
- 1.17 "Site Access Date" means the Notice To Proceed date specified in the Notice To Proceed issued by the Owner to the Contractor.
- 1.18 "Specifications" means scope of work document(s), technical specifications, Drawings and performance requirements, as specified in Schedule B or as incorporated (by reference or otherwise) into this Agreement.
- 1.19 "Subcontractor" means the Contractor's subcontractors, and such subcontractors' subcontractors to include subcontractors of all tiers.
- 1.120 "Substantial Completion" has the meaning set forth in Schedule B.
- 1.21 "Substantial Completion Date" means the date set forth in the Notice To Proceed, which is the date by which Substantial Completion must be achieved.
- 1.22 "Outage Complete" has the meaning set forth in Schedule B.

- 1.23 "Warranty Period" has the meaning set forth in Article 4.11.
- 1.24 "Work" or "Services" or "Scope of Work" means the provision of all installation services, labor, tools, equipment and material required by the Contractor as defined in Schedule B per the Contractor's defined financial and legal responsibilities in this Agreement.

ARTICLE 2 - OWNER

The term Owner means the Owner or an authorized representative of the Owner.

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

The Owner will obtain the land for the Work in fee or by permanent easement at its discretion. However, there is no assurance given that all of the easements or right-of-way will be secured for construction purposes as of the date of commencement of the Work and breaks in a continuous right-of-way may be expected to occur. In this event, the Contractor will be required to adjust the construction sequence. The Contractor is responsible for obtaining any necessary temporary easements or licenses for the performance of the Work and shall not be entitled to any adjustment to the Agreement Price or the Schedule to the extent the Contractor's failure to obtain any such temporary easements or licenses affects the construction sequence. The use of the Site for any purpose other than that specified in the Agreement Documents shall be subject to the approval in writing by the Owner. The Contractor shall familiarize itself with the instruments granting land and/or easements and shall comply with the terms and conditions thereof.

- 2.2 Owner's Right to Correct Deficiencies. Subject to the Contractor's warranty obligations set forth in Article 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 Article 4.10 after receipt of a written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition.

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

If the Contractor does not remove such defective or nonconforming Work within a reasonable time fixed by written notice from the Owner, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten days thereafter, the Owner may upon ten additional calendar days' written notice sell such materials or equipment at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor including compensation for additional architectural and/or engineering services. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate change order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

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

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

In the event of termination of this Agreement by the Owner because of Contractor's default or breach wherein Contractor has failed to correct or submit a plan to correct such default or breach within the period specified in Article 2.2 (Owner's Right to Correct Deficiencies), the Owner may take possession of the Site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method and means Owner may select subject to Owner's

obligation to reasonably mitigate. In such case, the Contractor shall not be entitled to receive any further payment that may be due as provided by this Agreement, until the Work is finished.

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

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

- 2.4 Owner's Right to Suspend Work. The Owner may at any time suspend the Work or any part thereof, immediately and verbally for reasons of safety, or by giving reasonable notice to the Contractor in writing. The Work shall be resumed by the Contractor within ten (10) calendar days after the date fixed in the written notice from the Owner to the Contractor to do so. So long as the Owner does not suspend the Work or any part thereof in connection with the act or omission of Contractor or Contractor's employees, agents or subcontractors, 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 Article 4.10. Rejected Work shall be corrected to conform to this Agreement without charge therefor. The Contractor shall promptly segregate and remove all rejected material from the Site.

The Contractor shall furnish promptly without additional charge, all reasonable facilities, labor and materials necessary for the safe and convenient inspection that may be

required by the Owner. All inspection by the Owner will be performed in such manner as will not unnecessarily delay the Work.

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

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

ARTICLE 3 - CONTRACTOR

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

full authority to act on behalf of the Contractor and all communications given to the superintendent shall be considered as given to the Contractor.

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

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

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

Copies of all Subcontracts (redacted for dollar values) shall be furnished to Owner. Contractor's Subcontractor may not be changed except at the request of or with the written approval of the Owner.

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

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

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

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

performing any duties or engaging in any work at the request of such party, shall be deemed to be an employee or agent of the other party to this Agreement.

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

ARTICLE 4 – SPECIFICATIONS AND QUALITY

- 4.1 Adequacy. Owner shall be responsible for the adequacy of the Services and for the sufficiency of the Drawings and Specifications.
- 4.2 Discrepancies. Any discrepancies, inconsistencies, or ambiguities found between the Drawings and Specifications and the site conditions shall be immediately reported to the Owner's field construction supervisor, who shall promptly correct such inconsistencies or ambiguities in the Drawings or Specifications in writing. Any Work done after such discovery or after the Contractor should have reasonably made such discovery, unless authorized in writing by Owner, will be done at the Contractor's risk.
- 4.2 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 Owner and the Owner's engineering 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 as specified in Schedule B.

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

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

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

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

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

- 4.6 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 as defined in Schedule B and be free from defect in 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 Period shall be for a period of two years from either (1) the date of Commercial Operation, or (2) sixty (60) days from the Date of Substantial Completion, whichever occurs first.

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

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

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

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

- 4.12 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.

- 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. 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 forty-eight (48) hours' advance written notice before any planned tests. Up to twenty-four (24) 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.
- 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.
- 4.18 Work Stoppage. Contractor's personnel shall not honor any union picket lines or strikes nor take part in any work slowdown or stoppage nor refuse to report for work, unless such action is protected by any state or federal labor relations law. Notwithstanding the preceding sentence, Contractor shall retain the right to remove its employees from any situation it reasonably determines may pose an unreasonable health or safety risk. Except as set forth above, it shall be the obligation of the Contractor to supply a qualified work force. Owner may terminate this Agreement if Contractor fails to provide a qualified work force within 24 hours of Owner's notification to Contractor that a qualified work force has not been supplied.

ARTICLE 5 – INSURANCE

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

ARTICLE 6 - LEGAL RESPONSIBILITY AND SAFETY

- 6.1 Indemnification. Contractor will indemnify, defend at its expense and hold harmless the Owner and its Affiliates, directors, officers, employees, and agents (the "Indemnitee")

from and against any and all claims, demands, suits, losses, costs, fees, damages or expenses it may suffer, or for which it may be held liable, whether including, without limitation, reasonable expenses and attorney's fees incurred in the connection therewith, by reason of (A) any patent, trademark, or copyright infringement claim, or any design, device, process or procedure used, installed or provided by the Contractor or its agents or subcontractors under this Agreement; (B) any work-related accident or injury affecting an employee, agent or subcontractor of the Contractor, arising in connection with work performed under this Agreement; (C) any claim by an agency or instrumentality of the federal, state or any local government, or by an employee, agent or subcontractor of the Contractor alleging that (i) the Indemnitee is required to maintain worker's compensation or unemployment or any other type of insurance upon any employee, agent or subcontractor of the Contractor; (ii) the Indemnitee is liable for tax payments or withholding with respect to any employee, agent or subcontractor of the Contractor; (iii) any employee, agent or subcontractor of the Contractor is entitled to receive employee benefits from the Indemnitee, including, without limitation, vacation, deferred compensation, medical, pension, 401(k) or any other benefit available to the Indemnitee's employees; and (iv) the Indemnitee is liable to any party, for any reason, due to the negligent performance of Services or omissions by an employee, agent or subcontractor of the Contractor; (D) bodily injury, including death, to any person or persons due to the negligent, reckless or willful actions or omissions of the Contractor or its agents or subcontractors; (E) damage to or destruction of any property, including loss of use thereof, due to the negligent, reckless or willful actions or omissions of the Contractor, or its agents or subcontractors. Individual employees, agents and subcontractors of the Contractor who are performing services for the Indemnitee under this Agreement shall be considered to be employees, agents or subcontractors of the Contractor for all purposes under this Agreement, notwithstanding any judicial or administrative determination that such employees, agents or subcontractors of the other party should be regarded as employees under applicable law. All actions of the employees, agents and subcontractors of the Contractor under this Agreement shall be deemed to be actions of the Contractor under these indemnities and this Agreement. In furtherance of the foregoing indemnification and not by way of limitation thereof, the Contractor hereby waives any defense or immunity it might otherwise have under applicable worker's compensation laws or any other statute or judicial decision (including, for Work or services to be conducted in Maine, without limitation, *Diamond International Corp. v Sullivan & Merritt, Inc.* 493 A2d. 1043 (Me 1985)) disallowing or limiting such indemnification, and the Contractor consents to a cause of action for indemnity. Nothing set forth herein shall require Contractor to indemnify a Indemnitee for such Indemnitee's sole negligence or willful misconduct.

- 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 Schedule I, all permits, governmental fees and licenses necessary for the proper execution and completion of the Work shall be secured and paid for by the Contractor, unless otherwise specified in the Agreement. In the event of a delay in the issuance of any Owner permit identified in Schedule I, for causes not attributable to either of the parties, then Contractor shall be responsible for seeking an Extension Of Time in accordance with Article 7 of this Agreement.
- 6.4 Compliance with Laws. The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations, requirements, guidance, executive orders and other governmental 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, guidance, requirements, executive orders or other governmental orders, ordinance, by-law etc., and any derivatives including but not limited to permits, licenses or codes, coming into force after date of Contractor's bid should cause an increase of the Contractor's cost, then, with Owner's prior written consent (which consent shall not be unreasonably withheld) the Agreement Price shall be adjusted by an amount equivalent to said increase.
- 6.5 Written Notice. Written notice shall be considered as duly served when delivered in person or sent by registered mail to the individual, member of the firm or officer of the corporation for whom it was intended, or to the last known business address.
- 6.6 Safety. Upon issuance of the Notice of Award to the Contractor, and prior to Owner's issuance of the Notice To Proceed as specified in Articles 7.1 and 7.2 of the Agreement,

Contractor shall submit for Owner's review and approval the Contractor's Safety Plan for the Project. At a minimum, the Contractor's Safety Plan shall satisfy: (i) the safety requirements as specified in Schedule O-1 (Contractor's Safety Guidelines) and must be applied to all low-risk, medium-risk and high-risk activities while performing the Work for Owner; (ii) Owner's Supplemental Contractor Safety and COVID-19 Requirements as specified in Schedule O-2; and (iii) all applicable COVID-19 pandemic procedures, requirements, guidelines and protocols in connection with the Project and/or the Work, including, without limitation, those necessary for compliance with all Federal, State (New York State as applicable) and local Governing Laws and directives.

ARTICLE 7 - TIME

- 7.1 Notice Of Award. Prior to the commencement of the work, Contractor shall submit to Owner for review and approval the required Certificate Of Insurance ("COI") as specified in Schedule G, the Contractor's Quality Plan, the Contractor's Safety Plan, the Contractor's Site-Specific Environmental Requirements Plan, the Performance Letter of Credit (LOC) and the Warranty Bond documentation from Contractor's financial institution ("Bonding Documentation") within five (5) calendar days of the date of the Notice Of Award issued by Owner to Contractor. Owner shall not unreasonably withhold approval of the COI and Bonding Documentation.

Contractor must make their final submissions of the Contractor's Safety Plan, Contractor's Quality Plan or Contractor's Site-Specific Environmental Plan within three (3) calendar days after receipt of Owner's comments to the plans.

- 7.2 Notice To Proceed. Upon Owner's approval of Contractor's COI, Quality Plan, Safety Plan, site-specific Environmental Requirements Plan and the LOC and Bonding Documentation, Owner shall issue to Contractor the Notice To Proceed. On the next calendar day from the date of the Notice To Proceed, Contractor shall be required to commence Work under this Agreement, complete the entire Work and achieve Substantial Completion in accordance with the Project Schedule as defined in this Agreement.
- 7.3 Progress and Completion. With respect to each of the Intermediate Milestones, Substantial Completion and Final Completion, it is expressly understood by the Contractor that TIME IS OF THE ESSENCE in the performance of the Work of this Agreement. The Contractor shall carry the Work forward expeditiously with adequate forces and shall complete it so that all of the milestone events are completed on or before the dates specified and in accordance with the Schedule as set forth in Article 7.8 of this Agreement.
- 7.4 Site Access Date. Contractor shall not enter or commence any portion of the Work on the Site until Owner notifies Contractor that all necessary clearances for the Work on Site have been obtained, which clearances should be granted on or before the Site Access

Date specified in the Notice To Proceed. Owner shall promptly advise Contractor of any change in Site Access Date. Any material postponement of the Site Access Date will be deemed proper cause for equitable adjustment.

- 7.5 Certificate of Installation and Testing Complete. After all of the requirements defined for Installation and Testing Complete have been completed by the Contractor, as defined in Schedule B and Schedule L-1, a Certificate of Installation and Testing Complete shall be submitted by the Contractor for execution by Owner and Contractor. The fully executed Certificate of Installation and Testing Complete does not relieve the Contractor of its obligation to complete all the Work including all punch-list items as required to achieve Final Completion. It entitles the Owner to occupy the Work or designated portions thereof for the completion of the commissioning and energization tasks as required in the Agreement necessary to achieve Substantial Completion. Title and risk of loss shall pass to Owner when Owner issues a Certificate of Substantial Completion or the Work is Energized, whichever comes first.
- 7.6 Certificate of Substantial Completion. After all of the requirements defined for Substantial Completion have been completed by the Contractor, as defined in Schedule B and Schedule L-2, a Certificate of Substantial Completion shall be submitted by the Contractor for execution by Owner and Contractor. The fully executed Certificate of Substantial Completion shall entitle the Contractor to receive from the Owner fifty percent (50%) of the Above-Ground and Transmission Line Retention held by Owner. However, the fully executed Certificate of Substantial Completion does not relieve the Contractor of its obligation to complete all the Work including all punch-list items as required to achieve Final Completion. It entitles the Owner to occupy the Work or designated portions thereof for the use for which it is specified. Title and risk of loss shall pass to Owner when Owner issues a Certificate of Substantial Completion or the Work is Energized, whichever comes first.
- 7.7 Certificate of Final Completion. After all of the requirements defined for Final Completion have been completed by the Contractor, as defined in Schedule B and Schedule M, a Certificate of Final Completion shall be submitted by the Contractor for execution by Owner and Contractor. Upon the completion of the Certificate of Final Completion items B through F, any remaining Above-Ground and Transmission Line Retention balance shall be returned to the Contractor less any balances deemed reasonably necessary by Owner to complete any unfinished punch list tasks. Owner reserves the right to seek other additional remedies afforded to it for compensation necessary to complete the punch list tasks in accordance with the Agreement.
- 7.8 Schedule of Work

- 7.8.1 Contractor shall schedule the Project, as defined in Schedule B, in accordance with the requirements of the Agreement. Owner's basis for rejection of any schedule document, including any changes in critical path method logic, durations, staffing or costs submitted pursuant to Article 7.8.4, shall generally be limited to a determination that the schedule document lacks logic, is unreasonable, is incomplete, may create unsafe working conditions or is inconsistent with any other Agreement requirement, such as a phasing plan, or with available Owner services or resources.
- 7.8.2 With respect to any submission by the Contractor, no review or acceptance by the Owner shall relieve the Contractor from its obligation to fully and properly complete the work, or any other duty, responsibility or liability imposed on it under this Agreement, including, but not limited to the obligation to complete the work within the time set forth above in Article 7.2.
- 7.8.3 Review and acceptance by Owner of Contractor's Project schedule and updates is for conformance to the requirements of the Agreement only, and does not relieve the Contractor of any of its responsibility whatsoever for the accuracy or feasibility of the Project schedule, or of the Contractor's ability to meet the Substantial Completion date for the Project, nor does such review and acceptance expressly or impliedly warrant, acknowledge or admit the reasonableness of the logic, durations, staffing or costs of the Contractor's Project schedule and updates, nor may it be deemed to constitute notice to the Owner as required by law, or by this Agreement.
- 7.8.4 Contractor shall submit to Owner for review and acceptance any changes in critical path method logic, staffing quantities, costs and/or durations in accordance with the requirements of the Agreement.
- 7.8.5 Neither the inclusion of changes into a schedule document (whether to the initial base-line schedule or any updates thereto) by the Contractor nor the acceptance or acquiescence in, by Owner, shall be construed as constituting extensions of time to the Agreement Time as set forth above in Article 7.2. Such changes are deemed to be for the purpose of keeping the schedule up-to-date in order to reflect the work to be accomplished and to include the best time estimate for work yet to be completed.
- 7.8.6 The schedule document must be submitted to Owner in proper form and in a timely manner, as required by the Agreement.
- 7.8.7 In the event that an updated schedule document is not timely submitted by the Contractor or is determined by Owner to be grossly inadequate, Owner may, in its

own discretion and for its own internal use, update the schedule documents with its own forces or through a consultant/contractor and charge the Contractor the costs thereof, provided, however, that this shall not relieve the Contractor of its obligation to submit such update schedule document.

7.9 Excusable Delay

7.9.1 In the event that Contractor is actually and necessarily delayed in the progress of the work to the extent that the delay will extend the completion date as a result of: (i) the act, neglect or failure of the Owner, another Owner contractor, a utility or government entity (which act, neglect or failure occurs for reasons outside of the Contractor's role); or (ii) a force majeure event as described in Article 12.21 of this Agreement, Owner will extend the completion date (or intermediate milestone date in the case where provided for in the Agreement) provided that the following conditions are met:

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

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

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

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

7.9.2 A delay meeting all the conditions of Article 7.9.1 above shall be deemed an "Excusable Delay." Any other delay shall be deemed a non-excusable delay. A "Concurrent Delay" shall be the period of delay during which an Excusable Delay overlaps with a non-excusable delay.

7.10 Extension of Time

- 7.10.1 The request required for Excusable Delay under Article 7.9 above, shall be made within seven (7) calendar days after the time when Contractor knows or should reasonably have known any cause for which it may claim an extension of time and shall provide any actual or potential basis for an extension of time, identifying such cause and describing, to the satisfaction of Owner, the nature and expected duration of the delay and its effect on the completion of the work identified on the request. Contractor shall furnish additional information and documentation, including, but not limited to, a time impact analysis in the form of a Change Order as set forth in Article 9 (for Contract Time only for the purposes of considering the requested extension) within fourteen (14) calendar days after Contractor's initial request, unless otherwise agreed to in writing by the Owner. The Contractor must also comply with requirements set forth in the Agreement regarding Contractor's schedule document.
- 7.10.2 Contractor shall not be entitled to an extension of time unless the Contractor affirmatively demonstrates to the satisfaction of the Owner, that it is entitled to such extension.
- 7.10.3 Within thirty (30) calendar days of receipt of all such information and documentation, Owner shall advise Contractor of its decision on such requested extension; except that, where it is not reasonably practicable for Owner to render such decision in the thirty (30) calendar day period, it shall, prior to the expiration of such period, advise the Contractor that it will require additional time and the approximate date upon which it expects to render such decision. If the Parties reach agreement on the terms of Contractor's proposed extension of time, a Change Order shall be executed by the Parties. If the Parties are unable to reach agreement on the terms of the proposed extension of time, then the Parties shall follow the processes set forth in the Resolution of Disputes (Article 10) of this Agreement.
- 7.10.4 Contractor's failure to provide the written statements in the manner and time required by this Article 7 shall constitute a conclusive presumption that no time adjustment, or other relief, is claimed or warranted for the event or situation giving rise to the relief, and Contractor waives its rights to seek relief for any such event or situation.

7.11 Owner Rights

7.11.1 Owner reserves the right to rescind or shorten any time extension previously granted, if subsequently, the Owner determines that any information provided by Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for Excusable Delay. Notwithstanding the above, Owner will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

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

7.12 Extension of Time Not Cumulative

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

7.13 No Contractor's Damages for Delay

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

7.14 Certification of Submissions

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

7.14.1.1 The submission is made in good faith.

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

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

7.15 Duty to Proceed

7.15.1 No dispute between Contractor and Owner, including but not limited to those relating to entitlement or time associated with Contractor's proposed extension of time request, shall interfere with the progress of the work. Contractor shall have the duty to diligently proceed with the work in accordance with Owner's instructions despite any dispute. Contractor's sole recourse in the event of a dispute will be to pursue its rights under the Resolution of Disputes (Article 10) of this Agreement.

7.16 Burden of Proof

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

7.17. Intermediate Milestone Delays – Self-Help Option & Reimbursement Costs

7.17.1. Contractor acknowledges and agrees that Contractor shall diligently complete the Work and Services, including, without limitation, to provide Owner with written evidence as required under this Agreement and at Owner's request demonstrating that Contractor is on schedule to complete each milestone required under this Agreement. In addition, if at any time on or prior to the completion by Contractor of each of the Construction Sequence Complete milestones, the Outage Complete milestones or the Installation and Testing Complete milestones, as each such milestone is defined on Schedule C to this Agreement (collectively, the "Intermediate Milestones"), the Contractor neglects, fails, or refuses to demonstrate to the Owner that the Work or Services associated with each of the

Intermediate Milestones will be timely completed by Contractor in accordance with the Agreement, then Owner will provide written notice of Contractor's failure to perform the Work. Upon receipt of such notice, Contractor shall be required to issue a recovery plan to Owner within 5 working days from the date of such notice. Contractor shall demonstrate to Owner that the execution of such recovery plan will bring the Contractor's execution of the Work in line with the Project schedule within 30 calendar days of the date of the Owner's Notice of Contractor's failure to perform the Work. If the recovery plan submitted by Contractor is not acceptable to Owner, then within 14 calendar days of the date of such Owner's Notice, a designated principal of both the Owner and Contractor shall meet to discuss the progress of the recovery plan to insure that the Contractor's Work will be brought back in line with the Project schedule. If pursuant to such meeting between the designated principals, Contractor cannot reasonably demonstrate to Owner that the execution of such recovery plan has brought the Contractor's execution of the Work in line with the Project schedule, then Owner may immediately exercise all remedies under this Agreement and Applicable Law. Without limiting the foregoing, the Owner's remedies for failure to timely complete each of the Intermediate Milestones include, but are not limited to, utilizing Owner's own forces (directly or through a consultant/contractor) at Owner's election in its sole discretion to re-direct the Contractor's efforts or for Owner to (directly or through a consultant/contract) takeover element(s) of the Work from Contractor as Owner deems necessary to mitigate any delays in one or more Intermediate Milestones(hereinafter, the "Self-Help Option"). For purposes of clarity, the Owner's election to exercise the Self-Help Option in the foregoing sentence to utilize forces for such mitigation efforts shall immediately allow Owner to seek reimbursement from Contractor for all costs and expenses arising out of the election and performance of the Self-Help Option (collectively, the "Reimbursement Costs"), and Owner shall be entitled to draw funds, at the election of the Owner, from the Performance Letter of Credit in accordance with Article 8.5 of the Agreement for such Reimbursement Costs. If after Owner exercises the Self-Help Option and draws funds under the Performance Letter of Credit, the Contractor raises a good faith dispute that Owner improperly exercised the Self-Help Option and drew such funds under the Performance Letter of Credit in violation of the terms of this Agreement and Owner's duty of good faith and fair dealing or otherwise in breach of Owner's obligations under this Agreement, then the Contractor may elect to pursue the dispute resolution procedure in accordance with Article 11 of this Agreement. A reference to any "Applicable Law" means such applicable law as amended, modified, codified, replaced or re-enacted, and all rules and regulations promulgated thereunder.

- 7.17.2. Any Self-Help Option exercised by Owner and payment of the Reimbursement Costs shall neither relieve the Contractor of any of its obligations set forth in this Agreement, nor prejudice Owner's rights under the Agreement or Applicable Law.

7.17.3. Nothing set forth in this Section 7.17 shall obligate Owner to exercise any such option or to utilize Owner's forces to mitigate delays for Supplier's failure to meet the Intermediate Milestones.

7.18. Delay Liquidated Damages.

7.18.1. If the Contractor neglects, fails, or refuses to complete the Work within the time specified for any Intermediate Milestone or 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, (i) with respect to the time specified for any Intermediate Milestone, the sum as calculated for the applicable Intermediate Milestone on Schedule C attached to this Agreement, or (ii) with respect to the time specified for Substantial Completion, the sum of one half of one tenth of one percent (0.1%) of the Agreement Price for each calendar week beyond the Substantial Completion Date in this Agreement until Substantial Completion is achieved.

7.18.2. Such Delay Liquidated Damages in the aggregate shall never exceed seven and one-half per cent (7.5%) of the Agreement Price, provided however that Owner shall be entitled to terminate the Agreement and corresponding Purchase Order in the event the Contractor has failed to reasonably demonstrate the ability to achieve Substantial Completion within thirty (30) days after the Delay Liquidated Damages cap set forth herein has been exceeded. In no event shall the payment of any Delay Liquidated Damages excuse Contractor from performance of any of its other obligations under this Agreement or prejudice Owner's rights under the Agreement or Applicable Law.

7.18.3. 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.

7.18.4. This Article shall survive the completion or earlier termination of this Agreement.

ARTICLE 8 - PAYMENTS

- 8.1 Agreement Price. The Agreement Price is defined in Schedule D (Compensation). Any additional Work that has not been defined in the PayCUs, or changes to the Work that is defined in the PayCUs shall be paid in accordance with Article 9 (Changes in the Work).

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

- 8.2 Payments. 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. Each invoice shall be accompanied by the Contractor's waiver and release in the form of Schedule K-1 or Schedule K-2 for final invoice.

Sixty (60) days after acceptance of all the invoices, the Owner shall make payment less any applicable retainage to the Contractor of the undisputed amount as defined in this Article herein.

Payment may be withheld and may be paid directly to third parties in accordance with Article 8.3 if Contractor has failed to comply with its lien obligations under Schedules K-1 or Schedule K-2, as applicable.

Upon initiation of in-ground activities, Owner shall make payment to the Contractor ninety percent (90%) of the undisputed amount(s) for in-ground activities. As additional security for the faithful performance of the Contractor's in-ground obligations set forth in this Agreement, Owner shall deduct and retain from all in-ground activity payments ten percent (10%) of the undisputed invoice amount ("In-Ground Retention"). Upon Owner's approved completion of: (i) In-Ground Inspection Test Plans; (ii) In-Ground As-Built Red Line Drawings; and (iii) of In-Ground Punch List Items, the In-Ground Retention held by Owner shall be returned to the Contractor. Retention for In-Ground Punch List items will be returned to Contractor pending both approved completion and removal from the In-Ground Punch List.

Separately and in addition to the In-Ground Retention, and upon initiation of above-ground and transmission line activities, Owner shall make payment to the Contractor ninety percent (90%) of the undisputed amount(s) for above-ground and transmission line activities. As additional security for the faithful performance of the Contractor's above-ground and transmission line obligations set forth in this Agreement, Owner shall deduct and retain from all above-ground and transmission line activity payments ten percent (10%) of the undisputed invoice amount ("Above-Ground and Transmission Line

Retention"). Upon Owner's issuance of the fully executed Certificate of Substantial Completion and Contractor's successful completion of items (b) through (f) as stated in Schedule M of the Agreement, then the balance of the Above-Ground and Transmission Line Retention held by Owner shall be returned to the Contractor.

The final payment 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 Article 8.2 and Schedules 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.

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

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

8.3.1 defective Work not remedied;

8.3.2 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;

8.3.3 failure of the Contractor to make payments due to Subcontractors, its Subcontractors or employees;

8.3.4 reasonable indication that the Work will not be completed within the Agreement Time;

- 8.3.5 prosecution of Work that does not comply with this Agreement;
- 8.3.6 failure of the Contractor to submit estimates of partial payments, or lack of accurate supporting data;
- 8.3.7 invoicing which is incorrect; or
- 8.3.8 breach of any material term or condition of this Agreement.

When the above grounds are removed, payment shall be made for such amounts withheld.

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

If after Substantial Completion of the Work and occurrence of the Commercial Operation or 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:

- 8.4.1 outstanding liens;
- 8.4.2 faulty, defective, or nonconforming Work;
- 8.4.3 failure of the Work to comply with the requirements of this Agreement, or
- 8.4.4 terms of any warranties or guarantees required by this Agreement.

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

- 8.5 Financial Security for Performance.

- 8.5.1 Performance Letter of Credit. Contemporaneously with the delivery of the Notice to Proceed to the Contractor, the Contractor shall deliver to the Owner, at the address for the Owner set forth in Schedule E, an irrevocable standby letter of credit for the benefit of the Owner: (i) in the form attached hereto as Schedule N-1; (ii) in an amount equal to ten percent (10%) of the Agreement Price at the time of issuance of such letter of credit (the "**Performance Letter of Credit Stated**

Amount”); (iii) issued by an Acceptable Security Issuer, or another bank satisfactory to the Owner in its sole and absolute discretion, which may be drawn upon in New York City, New York; and (iv) that remains in full force and effect until the Commercial Operation Date of the Project (the **“Performance Letter of Credit”**).

The Performance Letter of Credit shall secure the full and faithful payment and performance of the Contractor’s obligations as set forth in this Agreement, including the complete performance of the Work. The Owner shall have the right, without prejudice to any of its other rights or remedies (including its right to seek performance under, draw on or make a claim against any other security instrument provided by the Contractor), to draw amounts under the Performance Letter of Credit (in a single claim or multiple claims) in the event that Owner determines in good faith that any of the following conditions occur: (i) a condition for drawing upon the Performance Letter of Credit pursuant to this Agreement has occurred; (ii) a breach or breaches of the Contractor under this Agreement, including, without limitation, Owner’s exercise of the Self-Help Option and/or draw for the Reimbursement Costs under this Agreement, applying the proceeds of any such drawing to the payment and performance of any and all of the Contractor’s obligations to the Owner under this Agreement and to the Owner’s costs in enforcing its right to draw upon the Performance Letter of Credit to the extent such right is disputed by the Contractor; (iii) the Contractor has not caused the Performance Letter of Credit to be replaced, renewed or extended on or before the date which is thirty (30) days prior to the expiration date set forth in the Performance Letter of Credit (on the same terms as the Performance Letter of Credit being extended or replaced subject to adjustment to the extent that ten percent (10%) of the Agreement Price at the time of renewal or extension is a different amount than the original Performance Letter of Credit Stated Amount); (iv) the Owner has notified the Contractor that the bank that issued the Performance Letter of Credit no longer qualifies as an Acceptable Security Issuer, as determined by the Owner in its sole discretion, and the Contractor has not delivered to the Owner a replacement for such Performance Letter of Credit within fifteen (15) days after the delivery of such Notice; (v) the Performance Letter of Credit was amended or modified without the prior written consent of the Owner; and/or (vi) a provision in the Performance Letter of Credit has ceased to be valid and binding upon, or enforceable against, the issuer or the issuer has disaffirmed an obligation under the Performance Letter of Credit.

The Contractor agrees to maintain the Performance Letter of Credit in full force and effect from the date of delivery of the Notice to Proceed through the Commercial Operation of the Project. The Contractor further agrees to: (i) increase the Performance Letter of Credit Stated Amount by an amount equal to ten

percent (10%) of the value of any additive Change Orders on an annual basis provided however, such increase shall not apply to a Change Order that is issued pursuant to an Owner-Caused Delay, and (ii) promptly Notify Owner that such increase has been accomplished. In the event that the Contractor fails to increase the Performance Letter of Credit Stated Amount as required pursuant to this Article 8.5.1, the Owner may draw upon the Performance Letter of Credit in the amount of such required increase.

The Performance Letter of Credit shall be transferable by the Owner to an assignee at no additional cost to the Owner.

If the Owner draws upon any portion of the Performance Letter of Credit, the Contractor shall immediately restore the Performance Letter of Credit to the amount the Contractor is required to maintain pursuant to this Article 8.5.1. The Performance Letter of Credit Stated Amount shall not be construed as a limitation of the Contractor's liability under this Agreement.

8.5.2 Warranty Letter of Credit. Not used.

8.5.3 Replacement of Security. If, at any time prior to the end of the periods during which the Contractor is required to maintain the Performance Letter of Credit pursuant to this Agreement, the bank that issued any such Letter of Credit that is then outstanding no longer qualifies as an Acceptable Security Issuer, the Owner may, but shall not be obligated to, give Notice of such event to the Contractor. If, within fifteen (15) days after the date of receipt of any such Notice by the Contractor pursuant to Schedule E, the Contractor has not delivered to the Owner a replacement for such Letters of Credit from a bank that qualifies as an Acceptable Security Issuer, then the Owner shall be entitled to make a claim against the full amount available under such Letters of Credit. If the Owner has claimed the full amount under such Letters of Credit, the Owner shall be obligated to refund the total amount of such claim to the Contractor, within thirty (30) days following the date on which such Letter of Credit is replaced, in conformance with the requirements of Article 8.5. If the full amount of such claim is not paid by the bank that issued such Letter of Credit, which is required to be replaced pursuant to this Article 8.5.3, then such failure to deliver a replacement for such Letter of Credit from a bank that qualifies as an Acceptable Security Issuer shall constitute a Contractor's Default.

8.5.4 Financial Security Requirements. The Security Issuer of the Letter of Credit as specified above in Article 8.5.1 above must be either a rated US entity or a rated domestic branch of a foreign bank, insurance company, or financial institution with at least an "A-" rating from S&P or an A3 rating from Moody's; if split rated, the

lower rating shall apply. Fitch ratings are not acceptable to be used for banks, insurance companies or other financial institutions.

8.5.5 Performance and Payment Bond. As further financial security for Contractor's faithful performance of its obligations hereunder, Contractor shall furnish to Owner and keep in force during the Warranty Period of this Agreement a performance and payment bond guaranteeing that the Contractor will perform its Warranty obligations under this Agreement and will pay for all labor and materials furnished for the Warranty Work, as well as make any payments required under this Agreement. Such bonds: (i) shall be issued in a form as set forth in Schedule N-2 and are 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 ten percent (10%) of the Agreement Price (as the same may be adjusted from time to time pursuant to this Agreement). The Contractor shall deliver the executed, approved bonds to the Owner prior to Commercial Operation of the Work as defined in Article 1.6 and Schedule B of the Agreement.

8.5.6 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 Article 8.5. No further payments from the Owner shall be deemed due and owing nor shall they be made until the replacement surety company has furnished an acceptable bond to the Owner.

This Article shall survive the completion or earlier termination of this Agreement.

ARTICLE 9 - CHANGES IN THE WORK

9.1. Owner's Right to Make Changes

9.1.1. Without invalidating this Agreement, Owner may by written order, at any time and from time-to-time, authorize and/or request changes in, additions to, or deletions in the work, including but not limited to those involving changes in, additions to, or deletions: (i) in the Agreement documents; (ii) in the method,

manner, sequence and time of performance of the work; (iii) in Owner-furnished services or deliverables; or (iv) directing acceleration of the work. If Owner proposes making a change in the work, Owner shall advise Contractor in writing and Contractor shall follow the processes set forth in Article 9.3 below.

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

by this Agreement or should unknown physical conditions below the surface of the ground of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement be encountered, the Agreement Price shall be equitably adjusted by change order made by either party in accordance with the provisions in this Article 9 of the Agreement.

9.3. Owner's Notice of Proposed Change Procedure

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

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

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

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

9.5. Contractor's Proposed Change Orders

9.5.1. If Contractor believes that it is entitled under the Agreement Documents to an adjustment to the Agreement Price, Agreement Time(s), or other relief due to any event or situation arising out of or related to the work (including but not limited to alleged Excusable Delays, disputes over Owner's instructions or interpretation of the Agreement Documents), Contractor shall, within seven (7) calendar days after Contractor knows, or should have reasonably known, of such event or situation giving rise to the requested relief, submit to Owner a written notice labeled "Notice of Proposed Change Order." The

Notice of Proposed Change Order shall describe the general nature of the event or situation and, if such Notice involves Excusable Delay, the probable duration thereof.

9.5.2. Contractor shall, within fourteen (14) calendar days after providing Owner with a Notice of Proposed Change Order, submit to Owner in writing a proposal that includes: (i) a description of the facts, circumstances and contractual basis for the relief sought, with sufficient specificity for Owner to assess the matter; (ii) the cost data supporting any proposed lump sum adjustments to the Agreement Price; and (iii) the scheduling information, including but not limited to a CPM-based Time Impact Analysis required under Schedule of Work Article 7.7 to support any request for adjustment to the Agreement Time(s).

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

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

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

9.6. Directive Letters

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

9.7. Certification of Submissions

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

9.7.1.1. The submission is made in good faith.

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

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

9.8. False Claims

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

9.9. Duty to Proceed

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

9.10. No Request for Relief after Final Payment

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

9.11. Burden of Proof

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

9.12. Time and Materials Adjustments to the Agreement Price

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

9.12.2. Labor. The Cost of labor for services, whether provided by Contractor or a Subcontractor of the Contractor will equal the provided labor rates in accordance with Schedule D-1.

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

9.12.4. Subcontractor Markup. When the above work pursuant to a Change Order is performed by a subcontractor, the Contractor shall be entitled to the fully burdened rates as established in the PayCU's defined in the bid form (Schedule D-1).

ARTICLE 10 - CLAIMS

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

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

- 10.1.2. Contractor shall, within fourteen (14) calendar days after providing Owner with a Notice Claim, submit to Owner in writing a proposal that includes: (i) a description of the facts, circumstances and contractual basis for the relief sought, with sufficient specificity for Owner to assess the matter; and (ii) the cost data supporting any proposed lump sum adjustments to the Agreement Price.
- 10.1.3. Within thirty (30) days of receipt of all such information and documentation, Owner shall advise Contractor of its decision on such requested claim; except that, where it is not reasonably practicable for Owner to render such decision in the thirty (30) day period, it shall, prior to the expiration of such period, advise the Contractor that it will require additional time and the approximate date upon which it expects to render such decision.
- 10.1.4. If Owner believes that Contractor's request is justified, in whole or in part, Owner shall advise Contractor and an appropriate Change Order shall be executed. If Owner disputes Contractor's request, and the Parties are unable to resolve the dispute, such dispute shall be resolved in accordance with the provisions of the Resolution of Disputes (Article 11) in this Agreement.
- 10.1.5. Contractor's failure to provide the written statements in the manner and time required by this Article 10.1 shall constitute a conclusive presumption that no price or time adjustment, or other relief, is claimed or warranted for the event or situation giving rise to the relief, and Contractor waives its rights to seek relief for any such event or situation.

10.2. Certification of Submissions

- 10.2.1. Contractor, under penalty of perjury, shall furnish and execute, contemporaneously with each submission above, a certification by Contractor and its Subcontractors that:
- 10.2.2 The submission is made in good faith.
- 10.2.3 Supporting data are accurate and complete to the best of Contractor's and/or Subcontractor's knowledge and belief; and
- 10.2.4 The adjustment to the Agreement Price requested accurately reflects the adjustment for which Contractor believes Owner is liable.

10.3. False Claims

- 10.3.1. Contractor further acknowledges and agrees that if it submits a false claim, on behalf of itself or a Subcontractor or another party, Contractor, in addition to any sanctions contained in this Agreement, may be subject to civil penalties, damages,

debarment, and criminal prosecution in accordance with applicable law(s). Contractor shall be liable to Owner and shall pay it for the actual costs incurred by Owner in investigating, analyzing, negotiating or resolving and claim for costs or damages submitted by the Contractor which is determined to be false or to have no basis in law or in fact.

10.4. Burden of Proof

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

10.5. No Request for Relief after Final Payment

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

ARTICLE 11 – RESOLUTION OF DISPUTES

11.1 Request for Negotiations

11.1.1 If a dispute arises out of, or in connection with this Agreement (including, without limitation, any good faith disputes by Contractor after Owner exercises the Self-Help Option and draws on the Performance Letter of Credit pursuant to Article 7.17 of this Agreement, and the parties do not resolve some or all of the dispute through discussions, then:

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

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

11.1.4 All information exchanged during these negotiations shall be regarded as "without prejudice" communications for the purpose of settlement negotiations and shall be treated as confidential by the parties and their representatives, unless otherwise required

by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the negotiations.

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

11.2 Governing Law

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

ARTICLE 12 - MISCELLANEOUS PROVISIONS

12.1 Governing Law. This Agreement shall be governed by and construed according to the laws of the State of New York.

12.2 Non-Assignment. The Contractor shall not assign this Agreement in whole or in part nor any right hereunder without the prior written consent of Owner. The assignment by the Contractor of this Agreement or any interest therein, or of any money due or to become due by reason of the terms hereof without the prior written consent of Owner shall be void.

12.3 Cleaning Up. The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Work the Contractor shall remove from the Owner's property, and from all public and private property, all temporary structures, rubbish and waste materials, tools, construction equipment, machinery, and surplus materials, leaving the Site smooth, clean and true to line and grade.

12.4 Interest. Any moneys not paid when due to either party under this Agreement shall bear interest at the legal rate in force in the State of New York.

12.5 Subcontracts. If Contractor shall cause any part of the work to be performed by a sub-contractor, the provisions of this Agreement shall apply to such sub-contractor and its officers, agents or employees in all aspects as if they were employees of Contractor, and Contractor shall not thereby be discharged from any of its obligations and liability

hereunder, but shall be liable hereunder for all acts and omissions of the sub-contractors. Nothing shall create any contractual relationship between Owner and any subcontractor or any sub-subcontractor.

The Contractor shall submit a list of those work items which it plans to subcontract and the names of Contractor's subcontractors proposed for the work. The Owner shall promptly notify the Contractor in writing if, after due investigation, Owner has reasonable objection to any subcontractor on such list and does not accept it. Failure of the Owner to make objection promptly shall constitute acceptance of such subcontractor. Copies of all subcontracts shall be furnished to Owner. Contractor's subcontractor may not be changed except at the request of or with the written approval of the Owner.

- 12.6 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.

12.7 Taxes.

12.7.1. 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.

12.7.2. The Contractor, with respect to its own employees agrees to assume full responsibility for the payment of any federal or state payroll taxes, or contributions, for unemployment insurance, old age pensions, annuities, and the like, in conformity with existing social security laws, and to indemnify the Owner against any liability therefor.

- 12.8 Delivery of Material and Equipment. It is the responsibility of the Contractor under this Agreement to deliver and bear all costs associated with (1) the delivery of all Contractor-supplied materials and equipment to the Work Site, and (2) the delivery of all Owner-supplied materials and equipment from designated Owner warehouse locations to the Work Site. Such delivery responsibilities ("Logistics") include but are not limited to the pick-up, transportation, unloading, and the storage and maintenance of security for all Contractor-supplied and Owner-supplied materials and equipment at the Work Site. The Logistics shall be carried out by the Contractor as expeditiously as possible. If, in the opinion of the Owner, failure of the Contractor to expeditiously carry out such Logistics will interfere with the progress of the Work, the Owner may engage directly or introduce a third party to provide such Logistics at the Contractor's expense and the Contractor shall reimburse the Owner for the actual cost thereof plus overhead.
- All loss or damage to the materials or equipment to be furnished by the Owner incurred during the Contractor's carrying out of the Logistics shall be remedied by the Contractor up to the point of passage of risk of loss to Owner.

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

- 12.9 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 Article 12.9 shall not be applicable in the event that this Agreement provides for a lump-sum or unit price agreement for the Work.
- 12.10 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 Article 12.10 shall not be applicable to lump-sum or unit price portions of the Work.
- 12.11 Limitation of Liability. To the fullest extent permitted by law, Owner shall not be liable for any special, indirect, punitive, exemplary, incidental or consequential damages resulting in any way from the performance of the services hereunder, including lost profits or other business interruption damages, whether based in contract, warranty, tort, negligence, strict liability, or otherwise, and whether suffered by Contractor or by any of its subcontractors, under or in respect to this Agreement or for any failure or performance related to this Agreement howsoever caused. Any damages expressly permitted under

Section 17.18 Delay Liquidated Damages are not deemed to be consequential damages under this Section 12.11.

- 12.12 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.
- 12.13 Setoff. In the event Contractor owes money to the Owner or has defaulted under this Agreement or under any other agreements with the Owner, or Contractor has failed to pay any amount owed to the Owner whether pursuant to an agreement, a statutory or regulatory fine, the imposition of statutory or regulatory damages, or through the prosecution of the work in this Agreement including, but not limited to Liquidated Damages or otherwise (collectively, the "Obligations"), the Owner may, at its option, setoff and/or net any or all such Obligations against any amounts owed by the Owner to the Contractor. In the event that the amount owed by the Owner shall become less than the amount of Obligations of Contractor, the Contractor shall pay the difference upon demand by Owner.
- 12.14 Equal Opportunity. Contractor shall comply, to the extent applicable, with Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Rehabilitation Act of 1973, as amended, and any regulations, and reporting requirements implemented thereunder. The equal opportunity and affirmative action clauses contained in Title 41, Chapter 60, Sections 1.4, 250.4, and 741.3 of the Regulations of the U.S. Department of Labor, Office of Federal Contract Compliance, and any section or sections superseding or amending the same, are hereby incorporated by reference and made a part hereof as though fully set forth herein.

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

- 12.15 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.

- 12.16 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.
- 12.17 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.
- 12.18 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.
- 12.19 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 Articles or provisions of this Agreement with terms containing obligations or duties which by their nature are to be or may be performed beyond any termination hereof, shall survive the termination of this Agreement without regard to the reason for termination, including, without limitation, provisions relating to indemnification, liability, confidentiality, warranty, etc.
- 12.20 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.
- 12.21 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) as of the Effective Date, a COVID-19 pandemic exists worldwide as of the execution date of this Agreement; (ii) the existence of such pandemic, and its effects as of the Effective Date, including, without limitation, on Contractor's performance under the Agreement, including, without limitation, effects upon pricing, schedule, quantities or specifications, if any, as of the Effective Date shall not be cause for Contractor to rely upon, invoke, or avail itself to, any rights or remedies under this Agreement, at law, or in equity, for a claim, or an adjustment to the price, schedule, quantities, specifications, or other material terms of this Agreement, including the rights and remedies set forth in this Article 12.21 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 as of the Effective Date, including, without limitation, on Contractor's performance under the Agreement; and (iv) as of the Effective Date, such pandemic shall not render Contractor unable to fulfill any of its obligations under the Agreement, and Supplier shall not have any claim, action or cause of action against Owner or any Company 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.

Without limiting any other requirement in this Agreement or under applicable laws, Contractor is employing and will employ in performing its obligations under this Agreement the current best practices in response to the Pandemic, including, without limitation, regular workforce training, social distancing and use of recommended PPE.

For purposes of clarity, notwithstanding anything set forth in this Article 12.21 of the Agreement, Owner and/or Company(ies) shall only be required to pay Contractor for the Work provided by Contractor in accordance with this Agreement including pursuant to any approved change orders accepted by Owner and/or Company(ies) in writing.

This Article 12.21 shall survive the completion or earlier termination of this Agreement.

12.22 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.

Owner understands and acknowledges that Contractor 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 Contractor. To the maximum extent permitted under applicable laws, the Owner 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 Contractor or its Affiliates during the term of this Agreement, with whom Owner 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 Contractor 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 Contractor, and Owner 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 Contractor or its Affiliates. As used herein, the term "Affiliate" shall mean any person or entity controlling, controlled by, or under common control with the Contractor through majority stock or other ownership interest, direct or indirect. Notwithstanding the foregoing, nothing in this clause shall either (i) limit Owner from

employing any person who contacts Owner on his or her own initiative and without any solicitation by Owner specifically directed to such employee, or (ii) directly or indirectly prohibit or restrict either Party from soliciting or hiring another Party's current or future employees to the extent such prohibition or restriction is prohibited or impermissible under applicable laws.

- 12.23 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).
- 12.24 Performance Monitoring. Owner will evaluate Contractors performance by utilizing Contractor corrective action reports and Contractor performance evaluation reports. The Contractor must provide upon request the OSHA incident rate and Experience modification rate for Owner's review. The Owner's project manager will evaluate the Contractor's performance upon the conclusion of the Work by completing the specified report. The Owner will continuously monitor the Contractor's performance. Performance by a Contractor that is less than desirable may potentially eliminate this Contractor from bidding on future projects.
- 12.25 No Dispute. Contractor covenants that it is not aware of any pending billing dispute or other contractual dispute (pursuant to current contracts or contracts no longer in effect) or any pending or threatened litigation between Contractor and/or any of Contractor's affiliates and Owner and/or and of Owner's affiliates.
- 12.26 Contractor Security Requirements. Contractor hereby agrees to comply with the terms and conditions of the Owner's (i) Background Check Requirements attached hereto as Schedule P and made an integral part hereof, and (ii) Data Security Rider attached hereto as Schedule F and made an integral part hereof in its performance of its Work for Owner under this agreement.

Owner Information:

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

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

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

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

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

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

CIP-004 Excerpt:

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

- i. R3.1. The Contractor shall ensure that each assessment conducted include, at least, identity verification (e.g., Social Security Number verification in the U.S.) and seven-year criminal check. The Contractor may conduct more detailed reviews, as permitted by law and subject to existing collective bargaining unit agreements, depending upon the criticality of the position.
- ii. R3.2. The Contractor shall ensure that each assessment conducted includes, at least current residence regardless of duration; and other locations where during the seven years immediately prior to the date of the criminal history records check, the subject has resided for six consecutive months or more. If it is not possible to perform a full seven-year criminal history records check, conduct as much of the seven-year criminal history records check as possible and document the reason the full seven-year criminal history records check could not be performed. 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 criteria or process to evaluate the criminal history records for authorizing access.
 - iv. R3.4. The Contractor shall document the criteria, process and the results for verifying that personal risk assessments performed for contracts or service vendors are conducted in accordance in R3.1 through 3.3. The results of personnel risk assessments of its personnel, contracts or service vendors 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.
 - v. R3.5. The Contractor shall document criteria, process and 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 R3.1 to R3.4 within the last seven years.
- 12.27 Publicity. In no event shall Owner's or its Affiliates' names and/or logo or the name and/or logo of its parent company be used (whether such use be written or verbal), duplicated, or reproduced by any means whatsoever without the prior written permission of the Owner.
- All inquiries by any governmental, business, or other entity, including media, regarding any Work performed or to be performed by Contractor for Owner shall be directed by Contractor to Owner for response.
- 12.28 Utilization of Small Business Concerns. Contractor and Subcontractors of all tiers must comply with section 52.219-8 of the Federal Acquisition Regulation. This policy requires that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business, Alaskan Native Corporation, and Indian tribe concerns shall have the maximum practicable opportunity to participate in the performance of Services.
- 12.29 Small Business Subcontracting Plan. Some or all of the Goods and Services provided hereunder may be used in a contract with the federal government and, therefore, may be subject to the requirements of FAR section 52.219-9. If applicable, each Contractor (except small business concerns) whose contract is expected to exceed \$650,000 (\$1,500,000 for construction) and has subcontracting possibilities is required to submit

an acceptable subcontracting plan to the Owner. The plan shall include spending goals with businesses that are defined by the U.S. Small Business Administration as small, women-owned small, veteran-owned small, service-disabled veteran-owned small, HUBZone, small disadvantaged (SDB), Alaskan Native Corporations, and Indian tribes. If the Contractor fails to submit a plan within the time limit prescribed by the Owner, Owner may terminate this Agreement.

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

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

AVANGRID SERVICE COMPANY

DocuSigned by:

4FC8C84F790A41A...

Signature

Robert Fitzgerald

Print

VP - Controller AGR Networks


Title

8/16/2021

Date



AVANGRID SERVICE COMPANY

DocuSigned by:

453135D3FAFA472...

Signature

Catherine Stempien

Print

President & CEO, Avangrid Networks

Title

8/16/2021

Date

SCHEDULE A

Companies

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

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

SCHEDULE B

Services

Supplier shall perform the Services for the Fraser Substation project, in accordance with the Construction RFP Phase I Scope Of Work document BES-2-06-J-0705, Rev.2 dated February 15 2021 ("RFP"), attached hereto, and as set forth in the Agreement Documents.

The Agreement will reflect a Project Start date of August 17, 2021 and the Project MS Schedule, BES-2-06-O-0714 Rev 1 Fraser 115kV & 345kV Substation has been modified accordingly and is attached hereto as reference.

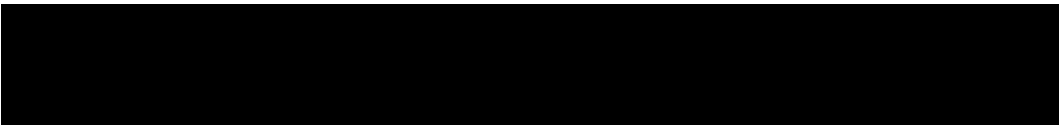


Projects
BES Construction RFP Fraser ST Reassignment

PROJECT: BES Program – Fraser Substation
BUSINESS: ELECTRIC
TENDER: 18-909

IDENTIFICATION: BES-2-06-J-0705 REV.: 1 PAGE 1 OF 27

R E V I S I O N C O N T R O L			
<u>REV.</u>	<u>DATE</u>	<u>REASON</u>	<u>MODIFIED PAGES</u>
0	12/07/2018	Initial Release	-
1	01/20/2020	Information Updates	Various as marked
2	02/15/2021	Fraser Substation Clarifications	All



[Handwritten signature]



INDEX

1. BASIC INFORMATION	3
2. INVITATION TO BID	5
2.1 Invitation to Bid Documentation	5
2.2 Submission of Bids	5
2.3 Content of Bids	7
3. SCHEDULE B – EXECUTION OF WORKS	9
3.1 Project Description	9
3.2 Scope of Works:	10
3.3 Scheduling of works	12
3.4 CONTRACTOR Obligations	14
3.5 PROJECT MANAGER Obligations	18
3.6 Drawings	18
3.7 Quality	19
3.8 Health and Safety	19
3.9 Environment	22
4. SCHEDULE D - COMMERCIAL CONDITIONS	24
4.1 Price	25
4.2 Payment terms	25
4.3 Performance & Warranty Letters of Credit	25
4.4 Liquidated Damages	25
5. SCHEDULE E – SPECIAL CONDITIONS	26
5.1 Progress report	26
5.2 Approved Material Suppliers and Subcontractors	26
5.3 Document Management	26
5.4 Kick-Off Meeting (KOM)	26
5.5 Confidentiality	26
5.6 Language	27



1. BASIC INFORMATION

PURPOSE:

The purpose of this document is to define the Technical Conditions of Contracting between the selected CONTRACTOR (hereinafter the **CONTRACTOR**) and AVANGRID (hereinafter the **OWNER**) for the substation In Ground, Above Ground and associated lines re-routing and Transmission Lines construction scope of the projects listed below as part of the BES Program.

SCOPE:

The **Scope** will be the In Ground, Above Ground, associated Transmission Lines re-route duct bank construction Work for Fraser substations listed under item 3.2, part of the BES Program and described in the present document.

RELATED DOCUMENTS:

- Documents related to this Construction Request for Proposal for BES Fraser substation referred in point 2.1 Invitation to Bid Documentation
- AVANGRID is providing with this Construction RFP for Fraser ST drawings and estimated quantities for bidding purposes.
- The Construction Services Agreement with detailed Commercial Terms is an additional document to this Construction RFP

DEFINITIONS:

- | | |
|--------------------------------------|---|
| - OWNER: | AVANGRID which will be the final OWNER and operator of the substation(s) and/or circuit(s) affected by the Project. |
| - Bidder: | The organization submitting the proposal to undertake the described work scope detailed within this RFP document. |
| - Purchase Responsible: | Manager assigned by the AVANGRID Procurement Department for this contract. |
| - CONTRACTOR: | Organization contracted by AVANGRID to supply materials, labor or execute construction. |
| - PROJECT MANAGER: | The OWNER's representative responsible for project management of the project. |
| - OWNER Engineering: | OWNER's representative responsible for the design and detailed engineering of the project. |
| - Field Construction Manager: | OWNER's representative responsible for running all or part of a construction site. They |



- | | |
|------------------------|--|
| <p>- PayCU:</p> | <p>are responsible for overall planning, coordination, and control of the construction from beginning to completion</p> <p>A standard construction Pay Compatible Unit associated to an activity or material including a pay code, activity description, unit and pricing.</p> |
|------------------------|--|

ABBREVIATIONS:

- RFP: Request for Proposal
- TS: Technical Specification
- TM: AVANGRID's Technical Manual
- ITP: Inspection and Test Plan
- PayCU: Pay Compatible Unit
- AMC: AVANGRID Management Corporation (Procurement Services)
- PA: Purchasing Approval
- PR: Purchase Requisition
- PO: Purchase Order
- PMP: Project Management Plan
- BAFO: Best and Final Offer
- ITEO: Technical Bid Assessment Report
- EDM: Project Electronic Management System (Projectwise)
- PMS: Project Management Services
- OE: OWNER Engineering
- BES: Bulk Electric System



2. INVITATION TO BID

2.1 Invitation to Bid Documentation

The complete listing of documents included with this RFP / tender release are listed per **BES-2-06-L-0710 Rev 0 Construction RFP Fraser ST Complete Document List.xlsx**. Should the **BIDDER** not receive all documents and annexes referenced inside documents above mentioned, and the **BIDDER** considers them as needed in order to prepare the bid, the BIDDER should request them from the **PROCUREMENT MANAGER**.

2.2 Submission of Bids

This Bid will be managed by means of Avangrid's I-Buy Tender Management System and all bids (technical and economic) shall be sent via this tool.

Bids in which the technical and economic proposals are not duly separated and which are not presented via this tool, may be rejected.

The bids are grouped into following work scope :

- A. Fraser 115kV Substation & associated TL reroute duct banks & riser pole foundations
- B. Fraser 345kV Substation Expansion & Refurbishment

Bidders may submit offers for scope A and/or scope B as per their discretion. Bidders to provide cost saving factor to be applied on mobilization, demobilization costs and any other common costs, if the whole scope under this bid is being awarded to one bidder. *If the contracts are issued to two different bidders, the sharing and usage of laydown area and associated SWPPP maintenance and laydown area restoration works would be discussed and agreed mutually between Avangrid and bidders.*

AVANGRID will analyze offers received for awarding scenarios including whole projects and individual services and intends to award those that bring the most project management efficiency and economic value to AVANGRID.

Please note that all correspondences, clarifications, which was exchanged with the bidders during the original bid process would be treated null and void. Any queries specific to this RFP would have to be addressed separately.

2.2.1 Tender Schedule

The timeframe for the RFP process and bid submissions is indicated below.

No	Description	Due Date
1.	RFP REV 1 RELEASED	FEB 2021
2.	PRE-BID MEETING WITH BIDDERS	FEB 2021



No	Description	Due Date
3.	BIDDER'S SITE VISIT (UPON REQUEST, COVID REQUIREMENTS TO BE ADHERED)	FEB 2021
4.	Q&A CLARIFICATIONS SUBMITTAL	
	Last day to submit questions	FEB 2021
	Last day for responses to the questions	MAR 2021
5.	SUBMIT BIDS / RFP RESPONSE	MAR 2021
6.	BIDS REVIEW / CLARIFICATION ROUNDS	APR 2021
7.	AWARD NOTIFICATION	JUN 2021
8.	SUBMISSION OF PERFORMANCE AND PAYMENT BONDS	JUN 2021
9.	SUBMISSION OF CERTIFICATE OF INSURANCE	JUN 2021
10.	EXECUTION OF THE CONTRACT	JUN 2021
11.	NOTICE TO PROCEED	JUL 2021
12.	KICK OFF MEETING	JUL 2021

2.2.2 Development of Bids

The general information contained in the Standards Specifications is given as a guideline. The **BIDDERS** may make their own studies concerning all those details that might affect the scope of the supply, prices, risks, and obligations of the **BIDDER**.

2.2.3 Language

All bid and **PROJECT** documents (drawings, calculations, procedures and operation and maintenance manuals) shall be submitted in the **English language**.

2.2.4 Validity of Bids

The Bids have to be valid for one year.

2.2.5 Organization, communications and bid submission

All commercial communications and/or clarifications related to this bid must be addressed to the AVANGRID Procurement Department.

Amanda Etzel

aetzel@avangrid.com

89 East Avenue, 4th floor, Rochester, NY, 14649



2.3 Content of Bids

Bids shall be structured as indicated below:

The submitted bids shall comprise of the following sections in the following order:

A. Letter of Bid presentation

B. Bid with the following sections:

– SECTION I: TECHNICAL and COMMERCIAL DOCUMENTATION.

- **Work Procedure Description by the BIDDER.** Explanation of how the CONTRACTOR plans to execute all aspects of work which will also include the crews, equipment, subcontractor's scope, timeline including methodology and execution plan.
- **PayCUs Bid Forms fulfilled and not modified** including all defined package costs and anticipated cash flow per the contents of the included form.
- **Deviations Forms (listed under tabs "Exclusions" and "Comments or New Prices" in Bid Form).**
- **Schedule (Time) of the Material delivery, Works Executions, resources, tests and delivery of documentation. Schedules submitted by Vendors shall be based upon the information, templates provided in the project annex documents provided with this bid submission**
- **BIDDERS's Inspection Test Plans** - Preliminary Inspection Test Plan (ITP). The CONTRACTOR shall demonstrate the proposed method to track Inspection Test Plans and how tasks will be traceable as work is being sequenced, applicable to the Scope of Works. ITP's that comply with AVANGRID specifications and laboratory test management. Proposed factory acceptance test plan and site acceptance test plan as per the latest version of applicable standards.

Refer to Annex 3 - Construction Specs and ITP

TM2.23.01 Annex 1 ITP Transmission Construction

TM2.73.15 Annex 1 ITP Underground Substation

TM2.73.15 Annex 2 ITP Aboveground Substation

All equipment, structures and components shall be designed in accordance with the AVANGRID standards, current edition of the ANSI, IEEE, IEC, NEMA, ASTM, NESC, OSHA, NFPA and other applicable standards.

- **Project Organization Chart (including subcontractors).**
- **List of references of the BIDDER for similar works and services**
- **Monthly Progress Resources Plan according to Schedule submitted in the Bid.**
- **Environmental Documentation.** Environmental Plan Documentation describing project's environmental management with previous experience working on Environmental permitted projects (as Article VII in New York).
- **Project Health and Safety Documentation.** Documentation related to health and safety plan and hazards management.
- **Project Quality Documentation.** Quality Plan describing the Quality Assurance system, including Quality Certificate, any Quality qualifications, Letter of Assurance for any subcontractors (once awarded), and any documents that demonstrate compliance with ISO 9001.



- **Employee/Subcontractor Certifications** Documentation regarding employee or subcontractor certifications to perform scope of work tasks or testing.
- **List of exceptions**, list of exceptions to the Technical Specifications and or Commercial terms, if any, using the given template Deviations Form. Any and all exceptions, clarifications, deviations from or assumptions related to the Technical Specifications or Commercial terms shall be noted on the Deviations Form with specific reference to the document and paragraph related to the exceptions, clarifications, deviations, or assumption.

– SECTION II: ADDITIONAL INFORMATION

This will include all material not specifically required in the Invitation to Tender documentation that are necessary in order to comprehend the bid.

It may be taken into consideration that the RFP documentation has preference over the Bid in the case that there is any conflict between both, except for those points that have been offered as exceptions or variations (within the specific chapter on exceptions or variations) and that the **OWNER** or **PROJECT MANAGER** has accepted expressly in writing.

The **BIDDER** shall indicate to the **OWNER** and **PROJECT MANAGER** any error or omission in the documents and PayCUs sent with the Invitation to Tender documents that should not go unnoticed, or that he notices due to his own experience, and shall propose any modifications he considers as necessary in those documents to ensure the adequate performance of the **CONTRACT** and that the final proposed objective is met.



3. SCHEDULE B – EXECUTION OF WORKS

3.1 Project Description

In 2010 FERC (Federal Energy Regulatory Commission) established a “bright line” threshold that defined Bulk Electric System (BES) elements as transmission system elements operating at 100kV and above. NERC (North American Electric Reliability Corporation) updated after its Reliability Standard to version TPL-001-4 to cover the new BES definition.

AVANGRID initiated then the BES Brightline Program to enable its following subsidiaries to be compliant with the Brightline order:

- Central Maine Power (CMP), headquartered in Augusta, ME
- New York State Electric and Gas (NYSEG), headquartered in Binghamton, NY
- Rochester Gas and Electric (RG&E), headquartered in Rochester, NY

A Transmission Planning Study for both New York and Maine was performed using the new TPL-001-4 criteria to ensure AVANGRID would be compliant with the Brightline order identifying the transmission system needs and required solutions (reinforcement projects) to be developed.

This study identified around 50 assets to be developed or upgraded, around 30 substations and 20 transmission lines. Given that some of these assets require specific permit approval, AVANGRID has decided to develop the BES Program in several phases in New York and Maine.

As part of BES Phase 1, which this Fraser ST Construction RFP rebid belongs to, AVANGRID is developing the following assets:

- Fraser 115kV Substation & associated TL reroute duct banks & riser pole foundations
- Fraser 345kV substation expansion & refurbishment

A handwritten signature in blue ink, appearing to be "WMM", is located in the bottom right corner of the page.



3.2 Scope of Works:

The scope to be performed by **CONTRACTOR** as part of this RFP is the following:

Project	State	Construction		Commissioning	
		Start	Finish	Start	Finish
Fraser 115kV Substation & associated 115kV & 46kV TL reroute duct banks & riser pole foundations	New York	Oct 2021	Nov 2023	Aug 2022	Nov 2023
Fraser 345kV Substation Expansion & Refurbishment	New York	Oct 2021	Oct 2022	Oct 2022	Nov 2023

Note: The above schedule includes remote end works covered in respective substation scope

Fraser 115kV Substation & associated TL reroute duct banks & riser pole foundations

This is a green field project and the construction of Inground, Above Ground including pre-commissioning verification checks are planned to be completed as indicated above. Please note that some of the earthworks and environmental SWPPP works have been completed for this project and the ground have been levelled to about minus 12" of sub-grade level with about 3" of gravel base topping over that. Successful bidder should re-assess the condition and make any required changes needed to bring it to the level as per the IFC drawings.

Commissioning of this part of the Project scope (after Avangrid pre-commissioning tests) are expected to commence from Feb 2023 and carried out progressively until November 2023. Bidder must include for deployment of their resources to support the project during all these phases of the project. This schedule includes the remote end scope as appropriate which is a part of this bid.

The scope also includes construction of concrete duct banks and associated terminal pole foundations to enable installation of 115kV and 46kV cables and accessories, which is covered under another bid scope for the 115kV & 46kV transmission line re-routes.

Fraser 345kV Substation Expansion & Refurbishment

This part of the scope has several modification and upgrades to an existing substation and the construction of Inground, Above Ground including pre-commissioning verification checks are planned to be completed as indicated above. Commissioning of this part of the Project scope (after Avangrid pre-commissioning tests) are expected to commence from February 2023 and carried out progressively until November 2023. Bidder must include for deployment of their resources to support the project during all these phases of the project. This schedule includes the remote end scope as appropriate which is a part of this bid.

Notes :



1. *Laydown area and associated SWPPP have been developed around this area. A site visit is being planned for the bidders, to familiarize them with the existing site conditions. Bidders need to consider maintenance and upkeep of the laydown area through the entire duration of the project to meet environmental needs of the state DEP.*
2. *The enclosed Project MS schedule indicates the proposed IG, AG and Outage work duration for scope covered. Some of the IG/AG work would have to be performed during the proposed outage schedule. The proposed schedule is tentative and may be adjusted to suit network conditions within the overall project duration as stated in 3.2 above.*
3. *Any sort of mob/demob costs within the overall proposed project schedule to suit the actual project needs must be considered and included by the bidders in their scope.*
4. *Bidders to consider and allow that their support as needed to Avangrid Testing and Commissioning personal during various outage windows proposed.*
5. *The contractor employed has to agree with Avangrid prior to proceeding with the Pre-commissioning verification checks that are to be performed. This to ensure that it is well coordinated and also all necessary construction works have been completed prior to carrying out such checks.*
6. *Regarding the Fire alarm system, if Avangrid chooses to employ a specialized contractor to perform this work, then such materials on PayCUs would not be utilized under this scope and successful bidder would be notified in advance about such a change.*

The scope of works, including features and information to be delivered by the **CONTRACTOR**, is defined in the following documents:

- BES-2-06-J-0709 Rev 0 BES Fraser ST Construction Project Cover Letter Jan 2021
- BES-2-06-J-0705 Rev 0 Fraser ST Construction RFP (this present document)
- PayCU Bid Forms files defining the Scope and Quantities for each of the activities and assets of this contract.
- Drawings and any other document referred in 2.1 Invitation to Bid Documentation

The bidder of the entire substation (115kV and/or 345kV) should provide all In Ground, Above Ground and transmission and distribution re-routing tabs fulfilled. Individual substation section bids (In Ground / Above Ground including station reroutes), will also be considered.

In general, the Substations and TL re-route duct bank scope of works includes but not limited to:

- Temporary Facilities & Power
- Earthworks (access road, hauling for site pad, grading site pad/finish grade)
- Clearing and Grubbing
- Environmental Compliance & Controls
- Potential for Rock Excavation
- Internal Access Road
- Drainage system and connections
- Structural Foundations for Equipment, Supports, Frames and Control House
- Fence station installation (including animal fence)
- Yard Grounding
- Conduits and Trenches



- Portable Equipment Grounding
- Associated Auxiliary Work
- Steel Structures & Stands installation
- Major Equipment installation
- Bus Assembly
- Electrical Equipment Inside Control House installation
- Power, Control & FO Cables installation
- Supplementary Installations
- Grounding System
- Removals per the project drawings
- Functional Testing of Substation Equipment up to Relay Panel test switch according Commissioning Manual according 3.4.6
- Commissioning Support of AVANGRID resources during Relay Testing and Commissioning (P&C and A&I), including Energization.
- Procurement and supply of Materials defined in BES-0-05-I-0132 Rev 0 Material Supply Criteria
- Coordinate outages and complete tie-ins at the substations and at the cutover structures.
- Restoration of laydown area to its original state to meet State DEP requirement
- Field prepared redline and/or as built drawings

3.3 Scheduling of works

The **BIDDER** must indicate acceptance or modification of Construction Schedule of the works established in the Invitation to Bid documentation for each project. However, the total duration (Construction+Commissioning) of the Project shall be the basis of quoted prices and no price change shall be allowable for change of any of the activities within the overall duration of the Project either by Avangrid or by the successful contractor.

Work tasks and the durations the **CONTRACTOR** must complete those tasks are defined in each project's Construction Schedule defined by the **PROJECT MANAGER** and included in each project's Annex.

Project Milestones

The following project milestones are critical to the success of each project and are more fully described in the Agreement:

- A. **Construction Sequence Complete.** The Construction Sequence Complete Milestone shall be declared completed by the **OWNER** upon the **OWNER's** determination for any type of In Ground, Above Ground/ Transmission Line as described in the tables of this Section A that: (1) the specific milestones as called out in the tables below are verified correct and complete by the **OWNER** as specified in the relevant technical specifications and drawings in the Agreement; and (2) the satisfactory completion as specified in the relevant technical specifications and drawings in the Agreement have been validated by the Field Construction Manager. The Construction Sequence Complete Milestone definition in this Section shall apply to the following items of the associated project In-Ground and Above Ground/ Transmission Line Works as specified in Table A-1 below:



Table A-1 – Construction Sequence Complete Intermediate Milestones

In Ground (IG) milestone requirements :

Please refer to Project MS schedule document **BES-2-06-O-0714 Fraser 115kV & 345kV Substation RFP.mpp**

Outage Complete. An Outage Complete Milestone shall be declared as completed by the **OWNER** upon: (1) all Construction activities and materials required prior to a planned Outage have been documented in a plan approved by the **OWNER** ten (10) working days in advance of the planned Outage; and (2). all required activities in the Outage Plan including but not limited to the associated Above-Ground Works, as specified in Table B-1 below, have been completed per schedule and approved by the **OWNER**.

Table B-1 – Outage Complete Intermediate Milestones

Please refer to Project MS schedule document **BES-2-06-O-0714 Fraser 115kV & 345kV Substation RFP.mpp**

- B. Installation and Testing Complete.** An Installation and Testing Complete Milestone shall be declared completed by the **OWNER** Upon: (1) all equipment has been properly installed, tested and all supporting documentation submitted by **CONTRACTOR** has been reviewed and approved by **OWNER**; (2) all red mark-up drawings have been submitted by **CONTRACTOR** to **OWNER** for review and approval; (3) a punch list of all remaining Work designating each task as either Critical or Non-Critical to Commercial Operation has been submitted by **CONTRACTOR** to **OWNER** for review and approval; and (4) any other Work required to be completed by **CONTRACTOR** and approved by **OWNER** prior to **OWNER**'s commencement of Commissioning and Energization activities as required in the Agreement.
- C. Substantial Completion.** Substantial Completion shall be declared by the **OWNER** upon: (1) all Commissioning and Energization activities for the Work have been completed and approved by the **OWNER**; and (2) all Critical punch list items required for Commercial Operation have been completed by **CONTRACTOR** and accepted by the **OWNER**;
- D. Commercial Operation.** The Commercial Operation Milestone shall be declared by the **OWNER** upon Energization of the asset. The Warranty Period Shall begin upon the Commercial Operation of the asset.
- E. Final Completion.** Final Completion shall be declared by the **OWNER** upon: (1) all Non-Critical punch list items have been completed by **CONTRACTOR** and approved by the **OWNER**; and (2) the Warranty Period for the Work has expired. In the event, that there are any repairs, equipment or parts replacement required during the Warranty Period, **OWNER** may extend the Warranty Period by the number of days required to complete such repairs or replacements. The retention will be paid in accordance with the Agreement less any balance deemed reasonably necessary by the **OWNER** to complete any unfinished Non-Critical punch list tasks. **OWNER** reserves the right to seek other additional remedies afforded to it for



compensation necessary to complete the Non-Critical punch list tasks in accordance with the Agreement.

The schedules are defined based on 6 working days per week.

The **Bidders** should include in its bids the Works Schedule proposed, based on the Construction Schedule Templates set out by the **PROJECT MANAGER**, specifying the human resources, equipment and machinery to be used for each activity.

The **Bidders** should present an organizational chart with the names and surnames of the people assigned to the work, indicating:

- PROJECT MANAGER or qualified technician, who shall liaise with the representative from the **PROJECT MANAGER**.
- On-site Construction Manager/General Foreman.
- The **CONTRACTOR**'s Health and Safety site manager.
- Environmental and Quality Manager - provide the names and contact information for individuals responsible for these areas and available for site visits and quality reviews.
- Work Teams assigned to each project detailing number and size of teams

3.4 CONTRACTOR Obligations

3.4.1 Supply of materials

The **CONTRACTOR** shall supply all necessary materials to execute the works, according with the division of responsibilities defined in BES-0-05-I-0132 Rev 4 Material Supply Criteria, Materials requirements on the project Bill of Materials (BOM), in the Scope of Works and PayCUs and with the exception of the materials indicated in section 3.5.2, which shall be supplied by the **OWNER**.

The Materials Supply criteria document takes precedence followed by the BOM and finally the PayCUs to ensure program consistency regarding materials supply responsibilities.

The **CONTRACTOR** shall also provide all necessary auxiliary means and tools to execute the works.

The **CONTRACTOR** shall also provide all warranty, operations and maintenance documents for supplier provided materials at the Final Completion .

3.4.2 Laying out

The **CONTRACTOR** shall carry out an initial laying out to set the main axes and reference control points for the work. A report shall be drawn up by the **CONTRACTOR** and be accepted by the **PROJECT MANAGER**.

Once the **CONTRACTOR** has implemented the initial laying out, the **CONTRACTOR** shall leave the appropriate marks using stakes or any other elements that it deems fit and these shall remain in place throughout all phases of the works and must be placed in such a way to allow for verification by the **PROJECT MANAGER**.



The **CONTRACTOR** shall carry out all necessary topographical work to execute the scope, as well as providing the apparatus and technical staff required for said work.

3.4.3 Supply of electric power

The **CONTRACTOR** shall bear the costs of an outlet within the site enclosure, from which the protection panel board shall be established, as per existing regulations. Low voltage power shall be supplied and with enough power to cover the **CONTRACTOR's** needs.

This energy outlet may be through a diesel-fueled AC generator, or by contracting a high- or low-voltage power line with a power company.

3.4.4 Water Supply

The **CONTRACTOR** shall bear the costs of installing the necessary supply points, ramifications, pumps and drainage, and commits to removing all provisional installations upon completion of the work or when so ordered by the **PROJECT MANAGER** representative, leaving the place where installed in the same conditions as when provided.

All necessary contracts, permits and licenses for the water supply shall be provided by the **CONTRACTOR**, who must provide the **PROJECT MANAGER** with evidence to this effect.

3.4.5 Others

Unless specified otherwise in the corresponding unit, the **CONTRACTOR** shall be responsible for Owner supplied materials & equipment receiving, visual inspection, transportation between the warehouse Or Owner supplied location and the site, loading/unloading on site, storage, verifying the conditions according to the supplier's specification and any other handling as necessary until correctly placed and set on site. The **CONTRACTOR** shall be responsible for any deterioration, theft, robbery, etc. of equipment or materials once received.

The **CONTRACTOR** shall be responsible for storage and guarding all material and equipment to be installed once the **PROJECT MANAGER** or the suppliers provide it, until the Provisional Handover Certificate has been signed. It is mandatory that the **CONTRACTOR** has signed an insurance policy against theft, with suitable cover for each work project assigned to it.

From the day that the works commence and until they are completely finished, it is mandatory for the **CONTRACTOR** to have the following facilities installed on site:

- Construction shed for the **CONTRACTOR**, with an office for the **PROJECT MANAGER** staff, with a desk and two chairs, from the day that works commence until the finalization of the works
- Internet access in the offices and printer
- A properly equipped changing room for workers.
- Toilets in sufficient number according to the maximum number of workers present on site.
- Supply an area for site meetings to take place
- A locked storage shed large enough to keep all material that can be stored under a roof and which due to its nature should be kept locked away for reasons of security. Said storage shed should have shelving to store all small objects and relays assigned on site.
- Any containers needed for the selective collection of waste and material refuse.



None of the above facilities may be used for more than one purpose and must all be used exclusively for what they are designed.

The **PROJECT MANAGER** shall not allow work to commence until said facilities are duly in place, calculating into the timeframe for total execution available to the **CONTRACTOR** all the time lost in ensuring that these facilities are available.

The **PROJECT MANAGER** shall not allow work to commence until the Safety, Quality and Environmental documentation requested and complying with all legal requirements has been submitted by the **CONTRACTOR** and approved by the **PROJECT MANAGER**, calculating into the timeframe for total execution available to the **CONTRACTOR** all the time lost in ensuring that this documentation is available.

Mobilization Payment Milestones :

The payment against mobilization PayCU would be allowed to be billed as under :

1.	On project award and issuance of PO	20%
2.	Mobilization of office trailers & powered up	10%
3.	Provision of internet facilities & CCTV cameras (if applicable)	10%
4.	After establishing all the above @ 5% each subsequent month	12m x 5%
<i>Note : Bidder to provide cost saving factor to be applied, when all the scopes under this bid is being awarded to one bidder as stated under clause 2.2 above</i>		

During construction, the **CONTRACTOR** will be required to provide the **OWNER** with the following reports & logs:

	Task	Description
A	PLAN OF THE DAY	Work to be completed that day, previous day's work completed, contractor crew & subcontractor composition, location of crews. This is to be sent the day before.
B	LOOK AHEAD SCHEDULE	2 week look ahead including material needs, and new subcontractors.
C	MATERIAL TRACKER UPDATES	Must include deficiencies, required by dates, issues.
D	SUBMITTALS	A submittal register will be provided to construction team at the beginning of the project and prior to installation of material &



	Task	Description
		equipment, submittals will be sent to the Owner for approval prior to usage
E	RFI'S	Request for Information that the Contractor will need to successfully complete project. RFI log to updated and submitted as needed
F	PRE-JOB BRIEFS	Daily morning crew briefs along with any subcontractors on site. Crews will also participate in Construction Management's daily job briefing.
G	CONSTRUCTION PROGRESS REPORTS	Daily/Weekly/Monthly Progress Report. By the 20 th of each month Contractor shall provide Schedule Updated cashflow, Actual & Forecast, Man Power & Machinery resources Plan. Using the PayCU Template file.
H	INVOICING	Accruals provided by 20 th of each month. Monthly Vendor invoices must be based upon actual PayCU quantities completed and reviewed/approved by Owner Representative prior to submittal to Owner
I	Safety	Inspections, reports and on-site binder maintenance/upkeep, Minimum a weekly upload of the documentation to PW
J	Quality	Inspections, ITPs records, reports and on-site binder maintenance/upkeep, Minimum a weekly upload of the documentation to PW
K	Environmental	Inspections, reports and on-site binder maintenance/upkeep, ensuring the SWPPP mailbox is up-to-date. Minimum a weekly upload of the documentation to PW
J	LOGS	Calibration (equipment), material testing, ITPs, RFIs, Action Items, Punch Items submittals, Design Change documentation, submittals, Change Orders, others...

The **OWNER** will manage and obtain the permits included in the **BES-2-06-J-0716 Rev 0 2020 Construction RFP Permit Tables.xlsx**. The **CONTRACTOR** will be responsible for any other permit not included in that list.

3.4.6 Testing

AVANGRID's expectations of **CONTRACTOR**'s scope of work specific to equipment testing and commissioning support includes equipment test per the Commissioning Manual and as further clarified below.

It is further expected that the **CONTRACTOR** is responsible for tests from the equipment up to the first set of test switches in the relay panel.

The **CONTRACTOR** is responsible to provide completed test reports to the **OWNER** as defined in the Commissioning Manual highlighting the wiring diagrams denoting completed tests.

CONTRACTOR has to supply resources and tooling to support commissioning by AVANGRID resources during Relay Testing and Commissioning, including Energization.

The following is an example of **CONTRACTOR** testing but is not limited to:



- Point to Point (Continuity) Check, energization of AC & DC Protection & control circuits proving the validity of the wiring diagrams to the AC & DC Schematics and confirming correct polarity. This includes, but not limited to: Voltage Contribution circuits, Current Contribution circuits, Closing Circuits, Trip Circuits, Annunciator circuits, Heater Circuits, etc. Highlighting of drawings shall be included in this scope and maintained on site.
- Functional Tests – To verify proper functioning of equipment/cables after installation. Functional tests of equipment may include tasks such as operating mini circuit breakers, air circuit breakers, fused switches, lockout relays and protective relays where applicable to verify the function of the control cable.

Isolation of relays and associated equipment turn downs will be performed by **OWNER** prior work starting and any testing.

3.5 PROJECT MANAGER Obligations

3.5.1 Supply documentation.

The **PROJECT MANAGER** shall provide the Issued for Construction (IFC) drawings and documentation needed for the work to be carried out according the Construction Schedule defined for each project as part of the bid documentation.

Based on the drawings and documentation provided by the **PROJECT MANAGER**, the **CONTRACTOR** shall be responsible for checking the accuracy of the measurements included and the possibility of following them during execution. Observations resulting from checking and reviewing the drawings and documentation provided by the **PROJECT MANAGER** shall not remove any responsibility from the **CONTRACTOR**, nor shall they constitute reasons to justify delays in meeting any stipulated timeframes.

All necessary measurements in the drawings must be followed to complete the works & measurements should be included in the drawings. In no case may scale measurements be taken from said drawings.

3.5.2 OWNER supplied Material and Equipment

Unless specified otherwise in the corresponding PayCU, BOM and in the BES-0-05-I-0132 Rev 4 Material Supply Criteria, the **PROJECT MANAGER** shall be responsible for the **OWNER** supplied material. The **CONTRACTOR** is responsible for the transportation, unloading, storing and handling of all material until correctly placed and set on site.

Upon receipt of supplies from the **PROJECT MANAGER**, the **CONTRACTOR** shall be responsible for verifying amounts and ensuring that they are in good conditions, notifying the **PROJECT MANAGER** immediately of any irregularities detected.

3.6 Drawings

The **PROJECT MANAGER** provides drawings and documentation during the bid process shall be enough to price the execution. The **PROJECT MANAGER** will provide the updated drawings if any prior to the works to be carried out.



3.7 Quality

As defined in procedure SOP.E-CD.06.05 Site CONTRACTOR Quality Requirements, the **CONTRACTOR** must submit to the **PROJECT MANAGER** for review and approval the following documentation:

- Quality Plan describing how Quality Management System will be implemented in the project and including a project organization chart.
- Work instructions or Method Statements describing how activities will be carried out and including Risk Hazard Analysis.
- Quality Control Inspection Test Plans (ITPs) associated to those activities and record forms. The **CONTRACTOR** shall demonstrate the proposed method to track Inspection Test Plans and how tasks will be traceable as work is being sequenced, applicable to the Scope of Works to be approved by the owner prior to start the works. ITP's that comply with AVANGRID specifications and laboratory test management and accepted by Avangrid. Proposed factory acceptance test plan and site acceptance test plan as per the latest version of applicable standards. The **CONTRACTOR** shall also provide a project specific schedule of Inspection Test Plan (ITP), which applicable ITP's would also be included in the 2-week lookahead.

The **CONTRACTOR** shall have a specific site person in charge of the quality system and controls and provide names and contact information in support of quality document audits and reviews.

The **CONTRACTOR** shall inform a week in advance of the completion date for activities requiring quality control by the **PROJECT MANAGER**, for provisional approval or to proceed with another subsequent activity. Delaying information on the completion date may be considered as a delay in completion of the activity itself, even though it has been completed within the scheduled timeframe.

All costs resulting from the Quality Control, such as materials, labor, transport and accessories for taking samples, laboratory costs, etc. shall be covered by the **CONTRACTOR**.

The laboratories used for testing must be certified, and the **PROJECT MANAGER** reserves the right to indicate which laboratory it deems most suitable from among those put forward by the **CONTRACTOR**.

The **CONTRACTOR** shall provide the certificates for all materials that may be used during the works.

All equipment used by the **CONTRACTOR** must be calibrated and certificates available on site. The **CONTRACTOR** shall supply the documentation regarding the equipment used in the testing, together with their calibration certificates.

The **CONTRACTOR** shall provide weekly documentation uploads to ProjectWise for the purpose of maintaining the project record and ensuring all Quality documentation is up-to-date.

3.8 Health and Safety

The **CONTRACTOR** shall comply with the requirements laid out in the latest editions of the AVANGRID Networks CONTRACTOR Safety Guide (ANHS SOP 021)



These documents are updated at regular intervals and the **CONTRACTOR** is required to follow the latest version of this document.

The **CONTRACTOR** and subcontractors shall at all times comply with (1) all federal, state and local safety and health requirements. (2) AVANGRID's **Contractor Safety Guide** work rules, and (3) its own safety procedures, policies, guidance and or work instructions.

In the Bid process the **CONTRACTOR** shall demonstrate that it has a Health and Safety Management System and its information required for the **ISNetworld Grade Scorecard** is updated. The **CONTRACTOR** shall provide the corporate Health and Safety Manual. The information that the Bidder provides serves as the basis for assessing safety qualification.

It shall be the **CONTRACTOR's** responsibility to keep the **ISNetworld** information updated during the execution of the project. **ISNetworld** will request updated information quarterly. Any effort to avoid full disclosure will disqualify the Bidder from bidding work for the Company. The **CONTRACTOR** shall provide a Project-Specific Health and Safety Plan prior to the start of construction of the Project covering the contract scope of works and covering each project site, to be approved by the **PROJECT MANAGER**. The Project-Specific Health and Safety Plan will be subject to evaluation by Company routine visits, compliance assessments, safety inspections and observations to ensure its compliance.

The **CONTRACTOR** shall list all significant tasks, identify and address the anticipated hazards and provide mitigation steps. The Company refers to this process as **Risk Assessment** and it is the **CONTRACTOR's** responsibility to conduct their own Risk Assessment and to provide it with the **Project-Specific Health and Safety Plan**.

The **CONTRACTOR Project-Specific Safety Plan** shall include an Emergency Response Plan and the Emergency Contact List, which must contain 24-hour contact information for key Contractor and project personnel, including Company's Representatives and SHEQ Specialists.

For multi-employer work sites, the **PRIME CONTRACTOR** is responsible for all their employees and subcontractors. The **Project-Specific Health and Safety Plan** shall clearly state this responsibility.

The **CONTRACTOR** shall describe in the **Project-Specific Health and Safety Plan** how workers, including subcontractors, are qualified. The **CONTRACTOR** shall supply information concerning the type of skills assessment performed, training programs, and how they ensure that employees demonstrate competencies. The Company reserves the right to verify Contractor competency.

The **CONTRACTOR** shall communicate the **Project-Specific Health and Safety Plan** to all involved employees. Such communication shall be documented and signed by all employees on site.

The **CONTRACTOR** shall prorate the Health and Safety Plan estimate in its proposal to ensure due compliance.

CONSTRUCTION SITE HEALTH AND SAFETY REQUIREMENTS:

The **CONTRACTOR's** designated employee in charge of the job shall ensure a job briefing is conducted with all employees involved prior to the start of work and ensures the site-specific hazards associated with the work to be performed are communicated. The job briefing shall be documented on an approved "**Tailboard**". Each **CONTRACTOR** crew shall conduct these job safety briefs. The job briefings shall be available at the work site for inspection by the Company.



The **CONTRACTOR** shall ensure that the Emergency Evacuation Map (which includes the Emergency Routes, Muster Points, Routes to Hospitals, etc.), the Emergency Contact List, the AVANGRID Incident Notification Flowchart and the AVANGRID Contractor Spill Cards are visibly posted at the worksite.

The **CONTRACTOR** shall ensure that Regulatory postings are visible posted at the worksite.

The **CONTRACTOR** shall be prepared for any type of medical emergency that may occur on the work site. At a minimum, the **CONTRACTOR** shall ensure that a first-aid kit and evacuation car are available for any possible injuries.

The **CONTRACTOR** shall ensure that first aid kits are maintained and annually inspected. A first aid kit sign to indicate location and an inspection tag are required.

The **CONTRACTOR** shall ensure that fire extinguishers are readily available and monthly inspected. A fire extinguisher sign to indicate location and an inspection tag are required. Portable fire extinguishers mounted on vehicles are required. Where possible, fire extinguishers are to be wall mounted, no more than 4 feet from the floor.

The **CONTRACTOR** shall ensure that an inventory of all hazardous materials brought on site is maintained. For all hazardous chemical, a **SDS** shall be readily available in the work area.

The **CONTRACTOR** shall ensure all equipment and tools used for the project are regular inspected and maintained to ensure good working conditions. The **CONTRACTOR** shall ensure that housekeeping rules are followed at the worksites. The job areas shall be maintained in a clean and orderly condition.

In accordance with the specifications of the safety standards in force, the **CONTRACTOR** shall provide on-site toilets, changing rooms, etc. according to the number of employees working on site. The **CONTRACTOR** shall ensure that these facilities are kept suitably clean and tidy at all times.

Whenever natural light is insufficient to adequately illuminate the work area, artificial illumination shall be provided by the **CONTRACTOR** to enable the employee to perform the work safely.

The **PRIME CONTRACTOR** shall be responsible for snowplowing, snow removal, and maintaining a safe and operational project site during adverse winter weather events, as described in the **SOP.P.E.07.04 Contractor Responsibility for Snow Removal**.

It shall be the **CONTRACTOR'S** responsibility to establish the appropriate traffic control measures for construction vehicles entering and leaving the job site. The following shall be Included in the traffic control provisions: signage, flaggers, permitting, and plans required.

The **CONTRACTOR shall verbally report all** incidents and near misses immediately to the Avangrid Project Representative. The **CONTRACTOR** shall provide details of the incident/Near Miss to the Company using the Contractor Incident Report Form (ANSH-FOR-020D) or equivalent and send it to the AVANGRID Project Representative within 24 hours of occurrence.

The **CONTRACTOR** shall investigate all incidents and near misses and submit a written report to AVANGRID's representative within 5 days of each occurrence.

The **CONTRACTOR** shall maintain on site an up-to-date on-site Safety, Health, Environmental and Quality folders, which must contain all required forms, records, reports and support



documentation associated with the project. The folders shall be available for inspection by the Company.

All documentation on preventing risks in the workplace must be included in the "On-Site Safety Folder", which shall be kept duly up to date and fully available to the **PROJECT MANAGER**. Should any irregularity be detected in this regard, the **PROJECT MANAGER** at their sole discretion can stop the work until said irregularity has been resolved.

The **CONTRACTOR** shall have a specific site person in charge of the health and safety system which shall monitor Contractor's performance and ensure compliance with all applicable safety rules, requirements, laws and regulations. In the bid process the **CONTRACTOR** shall present the statistical data according AVANGRID Contractor safety Guide (ANSH-SOP.021). A monthly safety data must be submitted to AVANGRID representative for all work activities related to Company operations.

Proper PPE will be required to be worn by the **CONTRACTOR's** employees and their **subcontractors'** employees. FR rated clothing is required on all live substation sites regardless of the work activity being undertaken. FR rated clothing will not be required during the in-ground construction activities if the site is not live. During the above-ground construction, all personnel must wear FR rated clothing to access the substation regardless of whether the site is live or not.

Any **CONTRACTOR** employee (field or management) and subcontractors will be required to complete the **BES** Contractor Health and Safety Orientation and Environmental Orientation. Without having these orientations, no employee will be allowed to be on the project. The Contractor is responsible for ensuring all employees and subcontractors have attended required training. All **CONTRACTOR** employees (field or management) and subcontractors that will work in a Substation will be required to complete the Substation Entry Training. A **CONTRACTOR** representative that shall be onsite for the duration of the project must have the Erosion and Sediment Control Certification Program.

Note: this may change depending on unknown County/State/Town requirements and on the project scope.

The **CONTRACTOR** shall provide weekly documentation uploads to ProjectWise for the purpose of maintaining the project record and ensuring all Safety and Health documentation is up-to-date.

CONTRACTOR shall implement COVID-19 protocols at the project site that meet the CDC and State requirements, as well as AVANGRID/BES specific requirements. Refer to the **BES-2-06-N-0713 Rev 0 Schedule O-2 BES -Avangrid Safety Requirements for Contractors - ppt Construction KOM**

3.9 Environment

The **PROJECT MANAGER** shall provide environmental monitoring of the works, and ensure compliance with the project's Environmental Requirements and any applicable contractual and legal requirement. All costs resulting shall be borne by the **CONTRACTOR**, which must be reflected in the unit price table of their proposal.



The **PROJECT MANAGER** is authorized to take any necessary measures to protect the Environment that are not implemented by the **CONTRACTOR**, who shall be liable for the costs of said measures and for any appropriate penalties, if applicable.

The main activities for which the **CONTRACTOR** shall make the appropriate recommendations are:

- Removing, storing and maintaining the topsoil in the affected areas.
- Minimizing soil disturbance due to work vehicles and ancillary project support activities.
- Location of auxiliary facilities (work offices, machinery, storage sheds, etc.).
- Installation of a clean point.
- Areas for washing concrete chutes.
- Pruning, felling and removing vegetation and waste.
- Waste management in accordance with legislation.
- Testing construction and demolition waste for contaminants before disposing including, when applicable, soil
- Conditioning and restoring areas upon completion of works.
- Communicate environmental incidents and establishing measures to be taken.
- Spill containment and reporting methods
- Documentation to be submitted by the **CONTRACTOR** (necessary environmental permits, necessary machinery, equipment to be used, waste management, consumption of fuel and raw materials, etc.).

The **CONTRACTOR** is required to:

- Manage environmental resources and assure they comply with applicable regulations at all times
- Obtain at the cost of the Contractor any Permits required to complete the work scope not obtained by the Owner per the specific list within the Contract Document
- Manage soils onsite and reuse existing site materials to the maximum possible extent in a manner that complies with applicable federal, state and local regulations at all times
- Coordinate communication between the **CONTRACTOR's** environmental representative and subcontractor's environmental representatives
- Coordinate all environmental personnel who will report to them on site
- Supervise subcontractors' actions to ensure compliance with the relevant environmental management plan.
- Immediately report any incidents and/or environmental issues regardless of size to the **PROJECT MANAGER**.

Before work commences, the **PROJECT MANAGER** shall provide the necessary environmental documentation to ensure a satisfactory outcome of the works and shall provide all environmental management directives.

Before commencement of work, the **CONTRACTOR** shall submit for approval a contract and project specific Environmental Plan which will list all applicable federal, state, and local permits and/or ordinances and itemize how compliance with each will be completed in addition to including an Environmental Emergency Plan that establishes the measures to be taken in should an



environmental incident occur. The **CONTRACTOR** shall provide all necessary containers on site for suitable waste management, in accordance with applicable municipal ordinances and regulations. Every time that the containers are removed, the **CONTRACTOR** shall retain the receipt issue by the waste management company, to be submitted to the PROJECT MANAGER's supervisor.

Any claims made by third parties against the **PROJECT MANAGER** due to a failure by the **CONTRACTOR** to comply with state or local legislation or municipal ordinances on environmental issues applicable to the work project shall be passed on wholly to the **CONTRACTOR** for resolution. If the infraction is considered to be serious, the **CONTRACTOR** may be removed as a usual service provider for the **PROJECT MANAGER** for failing to meet its obligations.

If the **CONTRACTOR** fails to resolve the claim transferred by the **PROJECT MANAGER** within fifteen (15) days, the claim may be resolved by the **PROJECT MANAGER**, which shall then charge the **CONTRACTOR** for the costs incurred as a result.

The **PROJECT MANAGER** shall not permit the **CONTRACTOR** to begin works until it has the following means:

- The right amount and kind of containers for all waste generated.
- Contract with a waste management company for both hazardous and non-hazardous waste.
- Contract with an approved offsite clean soil disposal location when applicable
- Registration or accreditation as a waste producer, if applicable.
- Sufficient means to prevent possible spills from generator sets and fuel tanks, and of any chemical products.

All documentation relating to environmental management must be duly updated on site and must be fully available to The **PROJECT MANAGER**.

The **CONTRACTOR** shall provide weekly documentation uploads to ProjectWise for the purpose of maintaining the project record and ensuring all Environmental and Permitting documentation is up-to-date.

4. SCHEDULE D - COMMERCIAL CONDITIONS

The **OWNER** shall pay the **CONTRACTOR** the amount specified in Schedule D ("Contract Sell Price") in accordance with the provisions set forth in the Construction Services Agreement ("**Agreement**") for the satisfactory performance of the Work. The Contract Sell Price is subject to additions and deletions by Change Order in accordance with the Agreement.

The PayCU Bid Form is comprised of PayCUs which the **BIDDER** shall provide individual unit pricing forming the basis of the Contract Sell Price. The amount of Work provided in the Scope of Work and represented by the quantities of the PayCUs in the PayCU Bid Form are an estimate only which has been made in good faith by the **OWNER**. However, the **OWNER** is not bound by such an estimate. The actual Work to be performed and paid for is limited solely to the quantity of PayCUs needed to carry out the Work which has been approved by the **OWNER**.



4.1 Price

PayCU pricing submitted by the **BIDDER** shall be inclusive of all labor, materials, plant, tools, equipment, tackle, supplies, delivery and transportation, construction, civil works, erection, installation, field verification, project management, planning, supervision, testing, insurance, Workman's Compensation Board assessments, overhead, profit and any other means necessary for the completion and OWNER's approval of the PayCU unit in accordance with all applicable specifications and industry standards as defined in the Contract Documents.

Prior to any additional work being undertaken by the **CONTRACTOR**, a full quotation is to be submitted by the **CONTRACTOR** to the **OWNER** for review and approval in accordance with the Agreement. No additional works are to be undertaken without prior written authorization from the OWNER.

Unit Pricing shall remain fixed for the PayCUs through Final Completion of the Work including any winter weather conditions for concreting being done at any point of time to meet Project schedule.

All PayCU pricing shall be quoted by the **BIDDER** in US Dollars (USD).

4.2 Payment terms

The **CONTRACTOR** is required to submit an Application for Payment accompanied by an Invoice in accordance with the Application for Payment and Invoice forms provided in the Agreement on the 20th day of the month for review by the **OWNER**. Payment of PayCUs will be approved by the **OWNER** upon completion of the PayCU in accordance with the provisions of the Agreement. Partial payments may be made for certain PayCUs at the sole discretion of the **OWNER**. Approved Applications for Payment and accompanying Invoices will be returned to the **CONTRACTOR** no later than the 30th day of the same month. Invoices submitted by the **CONTRACTOR** will be processed and paid by the **OWNER** in accordance with the provisions of the Agreement, provided that the invoice matches the approved Application for Payment from the **OWNER**.

Payments from an approved Application for Payment and Invoice will be made less by the agreed upon percentage withholding for retention in accordance with the provisions of the Agreement.

4.3 Performance & Warranty Letters of Credit

As financial security for **CONTRACTOR'S** faithful performance of its obligations in the Agreement, the **CONTRACTOR** shall furnish to the **OWNER** and keep in force during the applicable time frames established in the Agreement Performance and Warranty Letters of Credit guaranteeing that the **CONTRACTOR** will perform its obligations under this Agreement. These obligations are more formally defined in the Agreement.

4.4 Liquidated Damages

Liquidated Damages shall be assessed for **CONTRACTOR'S** failure to achieve the Project Milestones defined in Section 3.3 herein ("Delay Liquidated Damages"). If the **CONTRACTOR** fails to achieve Project Milestone Dates as defined in both Section 3.3 herein, the **CONTRACTOR**



shall pay to the **OWNER**, as Delay Liquidated Damages and not as a penalty. Please refer to the Agreement for all fully defined provisions to the commercial terms. .

5. SCHEDULE E – SPECIAL CONDITIONS

5.1 Progress report

The contractor shall be reporting monthly PayCUs Actuals and Forecasts using the construction progress template and updated schedule, including variances month to month, for the entire duration of the project. This report will be submitted on the 20th of each month.

The structure of daily, weekly and monthly reporting shall be performed in accordance with the table in section 3.4.5 of this document and will be more formally defined in the Agreement including but not limited to recovery planning and implementation, certification of partial and total work completion and **OWNER**'s rights associated with **CONTRACTOR**'s personnel assignments.

5.2 Approved Material Suppliers and Subcontractors

The **BIDDERS** have to provide within their proposal, their proposed main and testing and commissioning subcontractor names and qualifications. The **OWNER** has the right to approve those subcontractors during bidding process and project execution.

The **CONTRACTOR** shall provide the **OWNER** for its review and approval the material suppliers and material datasheet. **OWNER** needs ten (10) business days to review and approve any material supplier and supplied material.

5.3 Document Management

The exchange of files between the **OWNER** and the **CONTRACTOR** will be through the ProjectWise software and Microsoft Teams. The **OWNER** shall enable the use and to provide the user with instructions.

When the Construction process requires the **CONTRACTOR** deviate from project's specification approved/validated by the **PROJECT MANAGER**, the **CONTRACTOR** shall obtain prior approval from the **PROJECT MANAGER** according the **OWNER**'s procedure.

5.4 Kick-Off Meeting (KOM)

Once the order is placed, the **OWNER** shall convene for a kick-off meeting with the **CONTRACTOR** to be held at the **OWNER**'s office. The costs associated with attending the kick-off meeting shall be borne by the **CONTRACTOR**.

5.5 Confidentiality

BIDDERS must sign a Non-Disclosure Agreement (NDA), as per given format, in order to receive information classified as confidential by the **OWNER**.



5.6 Language

The contractual documentation, all the documents, drawings and communications between **CONTRACTOR** and the **OWNER** shall be in English. For the final set of documentation, documents must be issued in English.

ID	Task Name	Duration	Start	Finish	2021				Half 2, 2021					Half 1, 2022					Half 2, 2022					Half 1, 2023					Half 2, 2023							
					A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N
1	BES - NYSEG	597 days	Tue 8/17/21	Thu 11/30/23																																
2	Fraser	597 days	Tue 8/17/21	Thu 11/30/23																																
3	Construction	597 days	Tue 8/17/21	Thu 11/30/23																																
4	Fraser 115kV Construction	597 days	Tue 8/17/21	Thu 11/30/23																																
5	Fraser 115kV In-Ground Construction	184 days	Tue 8/17/21	Mon 5/2/22																																
6	01.01 - Mobilization	0 days	Tue 8/17/21	Tue 8/17/21	01.01 - Mobilization																															
7	START Construction Work (IG)	0 days	Tue 8/17/21	Tue 8/17/21	onstruction Work (IG)																															
8	01.02 - Environmental Controls	0 days	Tue 8/17/21	Tue 8/17/21	ivironmental Controls																															
9	01.03 - Site Prep	0 days	Tue 8/17/21	Tue 8/17/21	01.03 - Site Prep																															
10	01.04 - Demolition	0 days	Tue 8/17/21	Tue 8/17/21	01.04 - Demolition																															
11	01.05 - Earthwork	0 days	Tue 8/17/21	Tue 8/17/21	01.05 - Earthwork																															
12	01.06 - Drainage	0 days	Tue 8/17/21	Tue 8/17/21	01.06 - Drainage																															
13	01.07 - Foundation	0 days	Tue 8/17/21	Tue 8/17/21	01.07 - Foundation																															
14	01.08 - Containment	0 days	Tue 8/17/21	Tue 8/17/21	01.08 - Containment																															
15	01.09 - Grounding	0 days	Tue 8/17/21	Tue 8/17/21	01.09 - Grounding																															
16	01.10 - Duct Bank	0 days	Tue 8/17/21	Tue 8/17/21	01.10 - Duct Bank																															
17	01.11 - Conduit	0 days	Tue 8/17/21	Tue 8/17/21	01.11 - Conduit																															
18	01.12 - Station Security	0 days	Tue 8/17/21	Tue 8/17/21	01.12 - Station Security																															
19	01.13 - Firewalls	0 days	Tue 8/17/21	Tue 8/17/21	01.13 - Firewalls																															
20	01.14 - Roads/Sidewalk	0 days	Tue 8/17/21	Tue 8/17/21	01.14 - Roads/Sidewalk																															
21	01.15 - Spoils	0 days	Tue 8/17/21	Tue 8/17/21	01.15 - Spoils																															
22	FINISH Construction Work (IG)	0 days	Mon 5/2/22	Mon 5/2/22	FINISH Construction Work (IG)																															
23	Fraser 115kV Above-Ground Construction	448 days	Mon 3/14/22	Thu 11/30/23																																
24	START Construction Work (AG)	0 days	Mon 3/14/22	Mon 3/14/22	START Construction Work (AG)																															
25	02.01 - Structure	0 days	Mon 3/14/22	Mon 3/14/22	02.01 - Structure																															
26	02.02 - Rigid Bus/Conductor	0 days	Mon 3/14/22	Mon 3/14/22	02.02 - Rigid Bus/Conductor																															
27	02.03 - CT/VT/CCVT	0 days	Mon 3/14/22	Mon 3/14/22	02.03 - CT/VT/CCVT																															
28	02.04 - Circuit Breaker	0 days	Mon 3/14/22	Mon 3/14/22	02.04 - Circuit Breaker																															
29	02.05 - Capacitor Bank	0 days	Mon 3/14/22	Mon 3/14/22	02.05 - Capacitor Bank																															
30	02.06 - Transformer/Regulator	0 days	Mon 3/14/22	Mon 3/14/22	02.06 - Transformer/Regulator																															
31	02.07 - Insulator/Surge Arrester	0 days	Mon 3/14/22	Mon 3/14/22	02.07 - Insulator/Surge Arrester																															
32	02.08 - AC/DC System, Control House	0 days	Mon 3/14/22	Mon 3/14/22	02.08 - AC/DC System, Control House																															
33	02.09 - Disconnect Switches	0 days	Mon 3/14/22	Mon 3/14/22	02.09 - Disconnect Switches																															
34	02.10 - Grounding	0 days	Mon 3/14/22	Mon 3/14/22	02.10 - Grounding																															
35	02.11 - Conduit	0 days	Mon 3/14/22	Mon 3/14/22	02.11 - Conduit																															
36	02.12 - Power Cables	0 days	Mon 3/14/22	Mon 3/14/22	02.12 - Power Cables																															
37	02.13 - Control Cable	0 days	Mon 3/14/22	Mon 3/14/22	02.13 - Control Cable																															
38	02.14 - Protective/Communication Device																																			

ID	Task Name	Duration	Start	Finish	2021							Half 2, 2021							Half 1, 2022							Half 2, 2022							Half 1, 2023							Half 2, 2023						
					A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D									
57	01.03 - Site Prep	0 days	Tue 8/17/21	Tue 8/17/21	01.03 - Site Prep							8/17																																		
58	01.04 - Demolition	0 days	Tue 8/17/21	Tue 8/17/21	01.04 - Demolition							8/17																																		
59	01.05 - Earthwork	0 days	Tue 8/17/21	Tue 8/17/21	01.05 - Earthwork							8/17																																		
60	01.06 - Drainage	0 days	Tue 8/17/21	Tue 8/17/21	01.06 - Drainage							8/17																																		
61	01.07 - Foundation	0 days	Tue 8/17/21	Tue 8/17/21	01.07 - Foundation							8/17																																		
62	01.08 - Containment	0 days	Tue 8/17/21	Tue 8/17/21	01.08 - Containment							8/17																																		
63	01.09 - Grounding	0 days	Tue 8/17/21	Tue 8/17/21	01.09 - Grounding							8/17																																		
64	01.10 - Duct Bank	0 days	Tue 8/17/21	Tue 8/17/21	01.10 - Duct Bank							8/17																																		
65	01.11 - Conduit	0 days	Tue 8/17/21	Tue 8/17/21	01.11 - Conduit							8/17																																		
66	01.12 - Station Security	0 days	Tue 8/17/21	Tue 8/17/21	01.12 - Station Security							8/17																																		
67	01.13 - Firewalls	0 days	Tue 8/17/21	Tue 8/17/21	01.13 - Firewalls							8/17																																		
68	01.14 - Roads/Sidewalk	0 days	Tue 8/17/21	Tue 8/17/21	01.14 - Roads/Sidewalk							8/17																																		
69	01.15 - Spoils	0 days	Tue 8/17/21	Tue 8/17/21	01.15 - Spoils							8/17																																		
70	FINISH Construction Work (IG)	0 days	Mon 10/31/22	Mon 10/31/22															FINISH Construction Work (IG)							10/31																				
71	Fraser 345kV Above-Ground Construction	434 days	Fri 4/1/22	Thu 11/30/23																																										
72	START Construction Work (AG)	0 days	Fri 4/1/22	Fri 4/1/22															START Construction Work (AG)							4/1																				
73	02.01 - Structure	0 days	Fri 4/1/22	Fri 4/1/22															02.01 - Structure							4/1																				
74	02.02 - Rigid Bus/Conductor	0 days	Fri 4/1/22	Fri 4/1/22															02.02 - Rigid Bus/Conductor							4/1																				
75	02.03 - CT/VT/CCVT	0 days	Fri 4/1/22	Fri 4/1/22															02.03 - CT/VT/CCVT							4/1																				
76	02.04 - Circuit Breaker	0 days	Fri 4/1/22	Fri 4/1/22															02.04 - Circuit Breaker							4/1																				
77	02.05 - Capacitor Bank	0 days	Fri 4/1/22	Fri 4/1/22															02.05 - Capacitor Bank							4/1																				
78	02.06 - Transformer/Regulator	0 days	Fri 4/1/22	Fri 4/1/22															02.06 - Transformer/Regulator							4/1																				
79	02.07 - Insulator/Surge Arrester	0 days	Fri 4/1/22	Fri 4/1/22															02.07 - Insulator/Surge Arrester							4/1																				
80	02.08 - AC/DC System, Control House	0 days	Fri 4/1/22	Fri 4/1/22															02.08 - AC/DC System, Control House							4/1																				
81	02.09 - Disconnect Switches	0 days	Fri 4/1/22	Fri 4/1/22															02.09 - Disconnect Switches							4/1																				
82	02.10 - Grounding	0 days	Fri 4/1/22	Fri 4/1/22															02.10 - Grounding							4/1																				
83	02.11 - Conduit	0 days	Fri 4/1/22	Fri 4/1/22															02.11 - Conduit							4/1																				
84	02.12 - Power Cables	0 days	Fri 4/1/22	Fri 4/1/22															02.12 - Power Cables							4/1																				
85	02.13 - Control Cable	0 days	Fri 4/1/22	Fri 4/1/22															02.13 - Control Cable							4/1																				
86	02.14 - Protective/Communication Device	0 days	Fri 4/1/22	Fri 4/1/22															02.14 - Protective/Communication Device							4/1																				
87	02.15 - Station Lighting/Security/Protection	0 days	Fri 4/1/22	Fri 4/1/22															02.15 - Station Lighting/Security/Protection							4/1																				
88	02.16 - System Equipment Testing	0 days	Fri 4/1/22	Fri 4/1/22															02.16 - System Equipment Testing							4/1																				
89	02.17 - System Verification Testing	0 days	Fri 4/1/22	Fri 4/1/22															02.17 - System Verification Testing							4/1																				
90	FINISH Construction Work (AG)	0 days	Thu 11/30/23	Thu 11/30/23																						FINISH Construction Work (AG)							11/30													
91	Fraser 345kV Testing and Commissioning (Avangrid)	293 days	Mon 10/17/22	Thu 11/30/23																																										
92	Fraser 345kV Start Testing and Commissioning (Avangrid)	0 days	Mon 10/17/22	Mon 10/17/22															Fraser 345kV Start Testing and Commissioning (Avangrid)							10/17																				
93	Fraser 345kV Complete Testing and Commissioning (Avangrid)	0 days	Thu 11/30/23	Thu 11/30/23																						Fraser 345kV Complete Testing and Commissioning (Avangrid)							11/30													
94	Fraser Remote End P&C Works	300 days	Mon 1/23/23	Sat 11/18/23																																										
95	Line#919 Oakdale 115kV substation	17 days	Mon 1/23/23	Wed 2/8/23																																										
96	Above Ground Works	10 days	Mon 1/23/23	Wed 2/1/23																																										
97	Fraser 115/46kV substation Commissioning (By Avangrid)	7 days	Thu 2/2/23	Wed 2/8/23																																										
98	Line#949 Jenison 115kV substation	12 days	Thu 5/18/23	Mon 5/29/23																																										
99	Above Ground Works	5 days	Thu 5/18/23	Mon 5/22/23																																										
100	Fraser 115/46kV substation Commissioning (By Avangrid)	7 days	Tue 5/23/23	Mon 5/29/23																																										
101	Line#35 Coopers 345kV substation (Fraser Remote end Works)	20 days	Mon 9/25/23	Sat 10/14/23																																										
102	Above Ground Works	13 days	Mon 9/25/23	Sat 10/7/23																																										
103	Fraser 115/46kV substation Commissioning (By Avangrid)	7 days	Sun 10/8/23	Sat 10/14/23																																										
104	Line#33 Oakdale 345kV substation (Fraser Remote end Works)	20 days	Mon 10/30/23	Sat 11/18/23																																										
105	Above Ground Works	13 days	Mon 10/30/23	Sat 11/11/23																																										
106	Fraser 115/46kV substation Commissioning (By Avangrid)	7 days	Sun 11/12/23	Sat 11/18/23																																										
107	Outages	556 days	Fri 10/1/21	Sat 11/18/23																																										
108	Fraser Bus#4 cut to enable construction of Trx#3 bay (Outage#1)	3 days	Fri 10/1/21	Sun 10/3/21																																										
109	Disconnect Trfr T2 to move T3 to foundation (Outage#2)	3 days	Thu 4/21/22	Sat 4/23/22																																										
110	345kV Bus#4, Cap Bank 1A (Outage#3) to install H-Frame for T3	6 days	Wed 3/2/22	Mon 3/7/22																																										

ID	Task Name	Duration	Start	Finish	2021				Half 2, 2021					Half 1, 2022					Half 2, 2022					Half 1, 2023					Half 2, 2023						
					A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O
111	Fraser Bus#4 outage works commence and complete (Outage#4)	32 days	Mon 12/19/22	Thu 1/19/23																															
112	Fraser TRX#3 Installation & commissioning	264 days	Mon 5/2/22	Fri 1/20/23																															
113	Fraser Divert TL 919 (Oakdale) to Fraser Substation	17 days	Mon 1/23/23	Wed 2/8/23																															
114	Fraser Divert TL 917 (Andes Loop) to Fraser SS (TL to use part of 919)	6 days	Mon 2/13/23	Sat 2/18/23																															
115	Fraser 345kV Line#33 outage to install H-Frame in Bay#4(Outage#5)	8 days	Mon 2/27/23	Mon 3/6/23																															
116	Fraser Diversion of TL 951	11 days	Mon 3/13/23	Thu 3/23/23																															
117	Fraser TRX#2,Bus#8 (Outage#6) for permanent works & back in service	61 days	Mon 3/13/23	Fri 5/12/23																															
118	Fraser Divert TL 949 (Jennison) to Fraser Substation	12 days	Thu 5/18/23	Mon 5/29/23																															
119	Readiness of TL 824 to Delhi-Coop part for commissioning	0 days	Mon 7/17/23	Mon 7/17/23																															
120	Fraser Outage#7 on 345kV Line#40 for protection works in new CH	17 days	Mon 6/26/23	Wed 7/12/23																															
121	Outage#8 T3 connection to new control house (protn transfer)	7 days	Mon 7/24/23	Sun 7/30/23																															
122	Fraser Outage#9 on 345kV Line#GFS-35 for protection works in new CH	17 days	Mon 8/7/23	Wed 8/23/23																															
123	Fraser Outage#10 on 345kV SVC to transfer protection to new CH	10 days	Mon 9/4/23	Wed 9/13/23																															
124	Fraser Outage#11 on 345kV Line#33 for protection works in new CH	20 days	Mon 9/25/23	Sat 10/14/23																															
125	Fraser Divert TL 916 (Axtell Loop) to Fraser SS (TL to use part of 949)	6 days	Mon 10/16/23	Sat 10/21/23																															
126	Fraser Outage#12 on 345kV Line#32 for protection works in new CH	20 days	Mon 10/30/23	Sat 11/18/23																															
127	Key Milestones	650 days	Fri 2/18/22	Thu 11/30/23																															
128	Power Transformer Foundation Ready to accept transformer	0 days	Fri 3/11/22	Fri 3/11/22																															
129	345kV Control House Foundation Ready to accept control house	0 days	Fri 2/18/22	Fri 2/18/22																															
130	115kV Control House Foundation Ready to accept control house	0 days	Thu 4/14/22	Thu 4/14/22																															
131	Fraser 115kV / 46kV Substation Installation and Verification Testing Complete by Contractor	0 days	Thu 11/30/23	Thu 11/30/23																															
132	Fraser 345kV transformer #3 bay construction complete to support commencement of commisioning testing by Avangrid	0 days	Fri 9/30/22	Fri 9/30/22																															
133	Fraser 115kV Commercial Operation (In Service Date)	0 days	Thu 11/30/23	Thu 11/30/23																															
134	Fraser 345kV Installation and Testing Complete	0 days	Thu 11/30/23	Thu 11/30/23																															
135	345kV construction complete for all bay modifications	0 days	Tue 11/14/23	Tue 11/14/23																															
136	Fraser 345kV Commercial Operation (In Service Date)	0 days	Thu 11/30/23	Thu 11/30/23																															

SCHEDULE C

Intermediate Milestones

Description	Intermediate Milestone	Intermediate Milestone Date	Remedies for Delay	Liquidated Damages
Fraser 115kv Substation & associated 115kV & 46kV TL reroute duct banks & riser pole foundations	Construction Complete	November 2023	Article 7.17.	0.1% per calendar week late. Capped at 7.5% of Agreement Price.
Fraser 115kv Substation & associated 115kV & 46kV TL reroute duct banks & riser pole foundations	Commissioning Complete	November 2023	Article 7.17.	0.1% per calendar week late. Capped at 7.5% of Agreement Price.
Fraser 345kv Substation Expansion & Refurbishment	Construction Complete	October 2022	Article 7.17.	0.1% per calendar week late. Capped at 7.5% of Agreement Price.
Fraser 345kv Substation Expansion & Refurbishment	Commissioning Complete	November 2023	Article 7.17	0.1% per calendar week late. Capped at 7.5% of Agreement Price.

SCHEDULE D

Compensation

Owner will compensate Contractor for performance of the Services as set forth in Schedule B, a maximum not to exceed value ("NTE") of [REDACTED] as determined by the product of the PayCU pricing and the Owner-estimated quantities of PayCUs in Schedule D-1.

The PayCU pricing includes all labor, materials, plant, tools, equipment, tackle, supplies, delivery, transportation, construction, civil works, erection, installation, field verification, project management, planning, supervision, testing, insurance, Workman's Compensation Board assessments, overhead, taxes, profit and any other means necessary for the completion, subject to the Owner's approval, of the PayCU unit in accordance with the Agreement Documents.

It is expressly understood that the actual quantities of PayCUs required to perform the Services may vary. Accordingly, the Owner is only obligated to compensate the Contractor for the actual quantities of PayCUs required and approved by the Owner to perform the Services in accordance with the Agreement Documents and as specified in the Schedule of Values herein.

THIS IS A FIXED UNIT PRICE AGREEMENT.

Pricing Terms

1. PayCU Prices shall remain firm for orders placed during the term of this Agreement.
2. Prices quoted are for all materials and equipment installed and tested at the Site.
3. Payment Terms are Net 60 days from date of invoice.

Schedule of Values

Payments shall be made by Owner on completed PayCUs that have been submitted by Contractor, received by Owner and approved by Owner.

The PayCUs for this Agreement are as set forth in Schedule D-1.

SCHEDULE D-1

PayCU Pricing and Owner-Estimated Quantities

The PayCU Spreadsheet file shall be provided as a separate electronic file in Schedule H.



Instructions
To be Completed

Labor Rates

		Fraser 115 Kv	ST 345 Kv
Labor Position	Unit		
General Foreman	Man-Hour		
Foreman	Man-Hour		
Working General Foreman	Man-Hour		
Journey Lineman	Man-Hour		
7th Apprentice Lineman	Man-Hour		
6th Apprentice Lineman	Man-Hour		
5th Apprentice Lineman	Man-Hour		
4th Apprentice Lineman	Man-Hour		
3rd Apprentice Lineman	Man-Hour		
2nd Apprentice Lineman	Man-Hour		
1st Apprentice Lineman	Man-Hour		
Journey Electrician	Man-Hour		
Apprentice Electrician	Man-Hour		
Journey Transmission Technician	Man-Hour		
7th Apprentice Transmission Technician	Man-Hour		
6th Apprentice Transmission Technician	Man-Hour		
5th Apprentice Transmission Technician	Man-Hour		
4th Apprentice Transmission Technician	Man-Hour		
3rd Apprentice Transmission Technician	Man-Hour		
2nd Apprentice Transmission Technician	Man-Hour		
1st Apprentice Transmission Technician	Man-Hour		
Journey Relay Technician	Man-Hour		
7th Apprentice Relay Technician	Man-Hour		
6th Apprentice Relay Technician	Man-Hour		
5th Apprentice Relay Technician	Man-Hour		
4th Apprentice Relay Technician	Man-Hour		
3rd Apprentice Relay Technician	Man-Hour		
2nd Apprentice Relay Technician	Man-Hour		
1st Apprentice Relay Technician	Man-Hour		
Digger Machine Operator	Man-Hour		
Back-Hoe Operator	Man-Hour		
General Equipment Operator	Man-Hour		
Flagman	Man-Hour		
Dynamite Man	Man-Hour		
Chief Mechanic	Man-Hour		
Mechanic 1st Class	Man-Hour		
Mechanic 2nd	Man-Hour		
Mechanic Helper	Man-Hour		

[Handwritten signature]

[illegible]

Internal Use

nam

SCHEDULE E

Notices

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

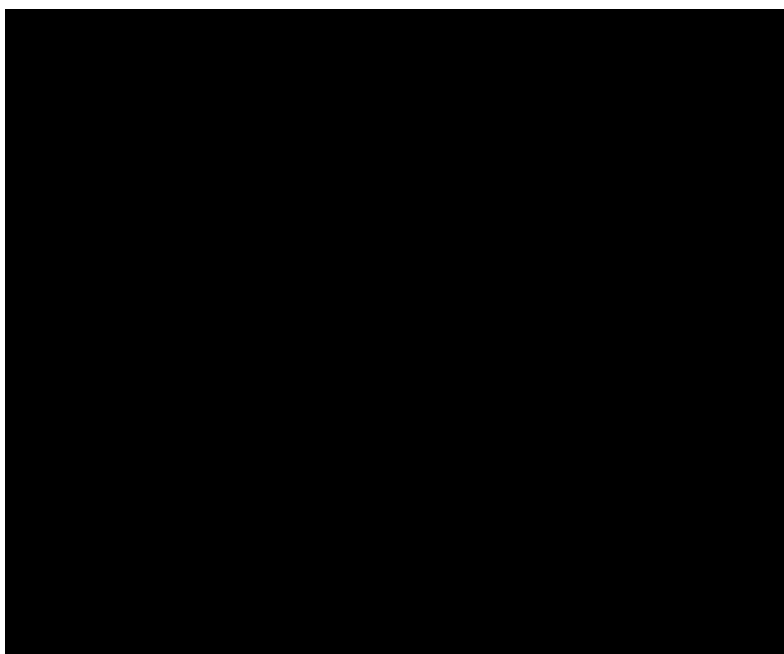
All communications to AVANGRID shall be directed to:

AVANGRID Service Company
Contract Administration
3 City Center
180 S Clinton Avenue
Rochester, NY 14604
Phone: 585-724-8028
Fax: 585-771-2820

With Copy To:

AVANGRID Service Company
BES Program Manager
3 City Center
180 S Clinton Avenue
Rochester, NY 14604
Attention: Jose Melgar
Email: JOSE_MELGAR@rge.com

All communications to Contractor shall be directed to:



A handwritten signature in blue ink, appearing to be 'JMM'.

SCHEDULE F

Data Security Rider

[REDACTED]



AVANGRID Privacy and Data Security Rider

This Privacy and Data Security Rider (the "Rider") is entered into by [REDACTED] ("VENDOR") 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



AVANGRID Privacy and Data Security Rider

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 into.

(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.



AVANGRID Privacy and Data Security Rider

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 Data, the parties agree that:

- The Processing activities that will be carried out by VENDOR are: copies, deletes, reads, receives, stores and updates.
- The categories of Personal Data that will be Processed by VENDOR are: Public, Internal Use or Confidential in nature.
- The categories of Personal Data subjects whose information will be processed by VENDOR are: engineering specifications, technical documentation and electrical equipment data sheets.
- The instructions for the Processing of Personal Data are: VENDOR may process data with the least privilege necessary for the 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,



AVANGRID Privacy and Data Security Rider

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 any and 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,



AVANGRID Privacy and Data Security Rider

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,



AVANGRID Privacy and Data Security Rider

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 in order 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 in order 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.



AVANGRID Privacy and Data Security Rider

(xi) 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 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

A handwritten signature in blue ink, appearing to be "MCM", is located in the bottom right corner of the page.



AVANGRID Privacy and Data Security Rider

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

A handwritten signature in blue ink, appearing to be "J. Smith", is located in the bottom right corner of the page.



AVANGRID Privacy and Data Security Rider

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 suffered or sustained, 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.

[Signature page follows]

A handwritten signature in blue ink, appearing to be "MKU", is located in the bottom right corner of the page.



Avangrid Privacy and Data Security Rider
(April 26th, 2019)

AVANGRID Privacy and Data Security Rider

IN WITNESS WHEREOF, CUSTOMER and VENDOR have caused their representatives to execute and deliver this Privacy and Data Security Rider.

CUSTOMER

VENDOR

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

[Signature page to Privacy and Data Security Rider]

AVANGRID / CORPORATE SECURITY / 89 East Ave, Rochester NY 14649 - USA



A handwritten signature in blue ink, appearing to be "NKM".



AVANGRID Privacy and Data Security 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, at all times, 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

A handwritten signature in blue ink, appearing to be "M. M.", is located in the bottom right corner of the page.



AVANGRID Privacy and Data Security Rider

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 so as 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.



AVANGRID Privacy and Data Security Rider

(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 of 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 absolutely 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.



AVANGRID Privacy and Data Security Rider

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.



AVANGRID Privacy and Data Security Rider

(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.



A handwritten signature in blue ink, appearing to be "VKK".



AVANGRID Privacy and Data Security Rider

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.

(d) **ALTERNATIVE TO BE DISCUSSED:**

A handwritten signature in blue ink, appearing to be "UKM", is located in the bottom right corner of the page.



AVANGRID Privacy and Data Security Rider

In lieu of a dedicated Cyber Insurance Policy/program, vendor may “self-insure” the first \$10M of any Cyber or Data Security related Risk or Loss. However, it is agreed that any insurance requirements contained herein as to types, limits and approval of insurance coverage to be maintained by Supplier or Subcontractors are not intended to, nor shall they in any manner limit or qualify the liabilities and obligations assumed by Supplier or Subcontractor under this Agreement.



A handwritten signature in blue ink, appearing to be "LMM", located in the bottom right corner of the page.



AVANGRID Privacy and Data Security Rider

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.



AVANGRID Privacy and Data Security Rider

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 in excess of one hour and at all times at the end of the workday.

ii. Desktop and laptop computer screens shall be locked by Users at all times 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,

A handwritten signature in blue ink, appearing to be "J. Miller", is located in the bottom right corner of the page.



AVANGRID Privacy and Data Security Rider

- 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.



AVANGRID Privacy and Data Security Rider

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.



AVANGRID Privacy and Data Security Rider

1.5.4 Intellectual property, licensing and regulatory requirements shall be observed at all times. 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.

A handwritten signature in blue ink, appearing to be "JCM", is located in the bottom right corner of the page.



AVANGRID Privacy and Data Security Rider

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



AVANGRID Privacy and Data Security Rider

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 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.



AVANGRID Privacy and Data Security Rider

- 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 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.



AVANGRID Privacy and Data Security Rider

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



AVANGRID Privacy and Data Security Rider

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.

SCHEDULE G

Certifications

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

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



pen

B. Furthermore,

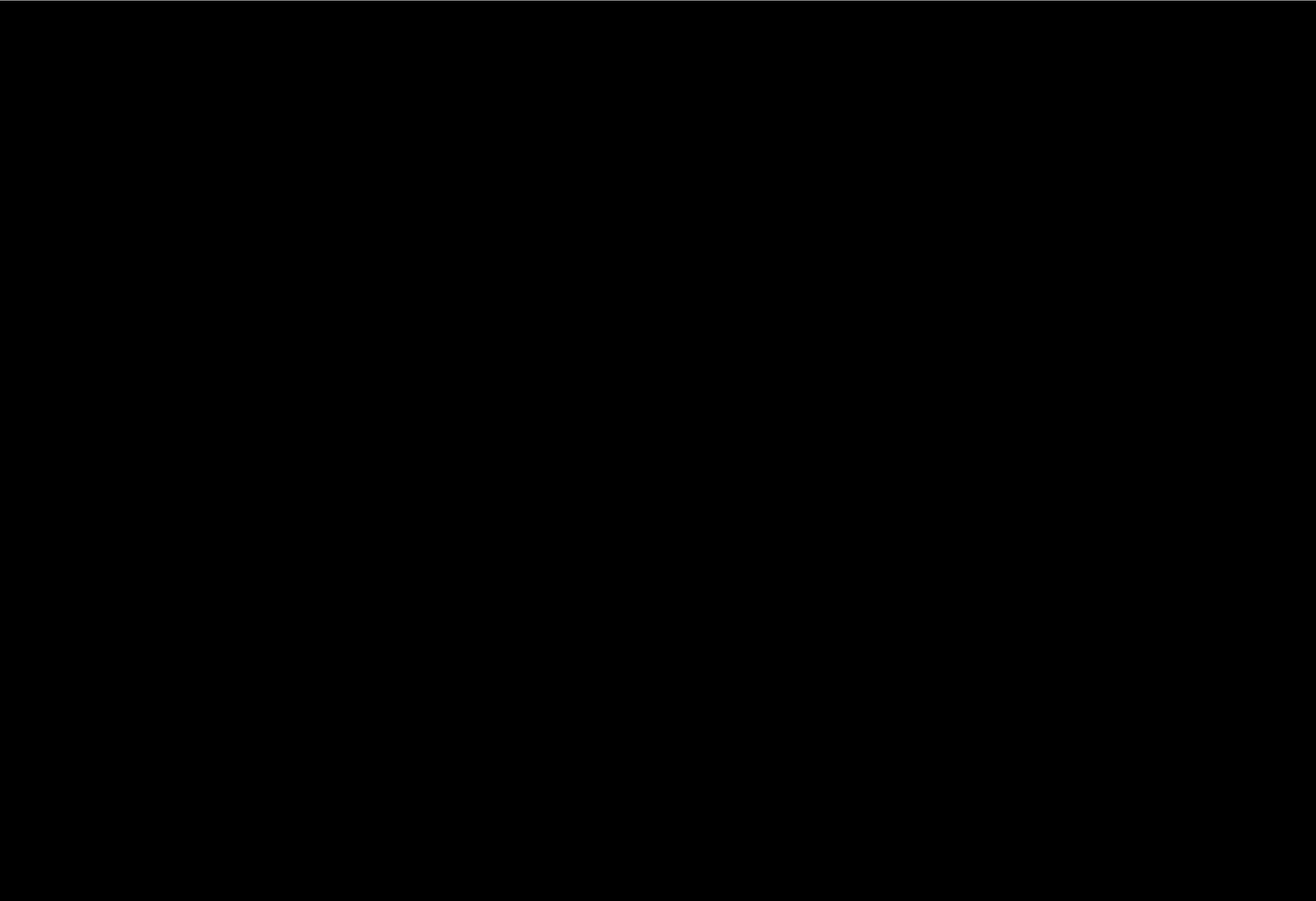
1. Contractor and its subcontractors shall have obtained and maintain all necessary or required registrations, permits, authority, licenses and approvals required under Applicable Law, and have the expertise, qualifications, experience, competence, skills, know-how and capacity to perform the Services.
2. The Services will be performed by or under the supervision of persons who hold all necessary, valid licenses to practice in the State of New York and/or Maine as required as a part of this Agreement, by personnel who are skilled, experienced and competent in their respective trades or professions and who are professionally qualified to perform the Services in accordance with this Agreement.
3. The Contractor has familiarized itself with the requirements of the Agreement, including all Applicable Laws and Applicable Standards, and, consistent with best management practices, as defined in Article 4.5 of the Agreement, the Services can be performed in accordance with said requirements.
4. The Contractor has, in accordance with best management practice, as defined in Article 4.5 of this Agreement, examined the site(s) and surrounding locations, investigated and reviewed any provided geotechnical reports, ground, soil or site conditions reports, reports relating to utilities and other private records to familiarize itself with surface and subsurface conditions.
5. The Services included in this Agreement will comply with Applicable Law and Applicable Standards and will satisfy the requirements of the Contract Documents.
6. The Contractor is not in breach of any Applicable Laws or Applicable Standards that would have a material adverse effect on the Services.
7. The submission of proposal for this Project and/or the execution, delivery and performance of the Agreement and any other Project related document to which the Contractor is a party has been duly authorized by all necessary action of the Contractor; each person executing the Agreement and any other Project related document to which the Contractor is a party on the Contractor's behalf has been duly authorized to execute and deliver the same on the Contractor's behalf; and the Agreement and any other Project related document to which the Contractor is a party has been duly executed and delivered by the Contractor.
8. No funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of Owner in connection with the awarding of the agreement.
9. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.



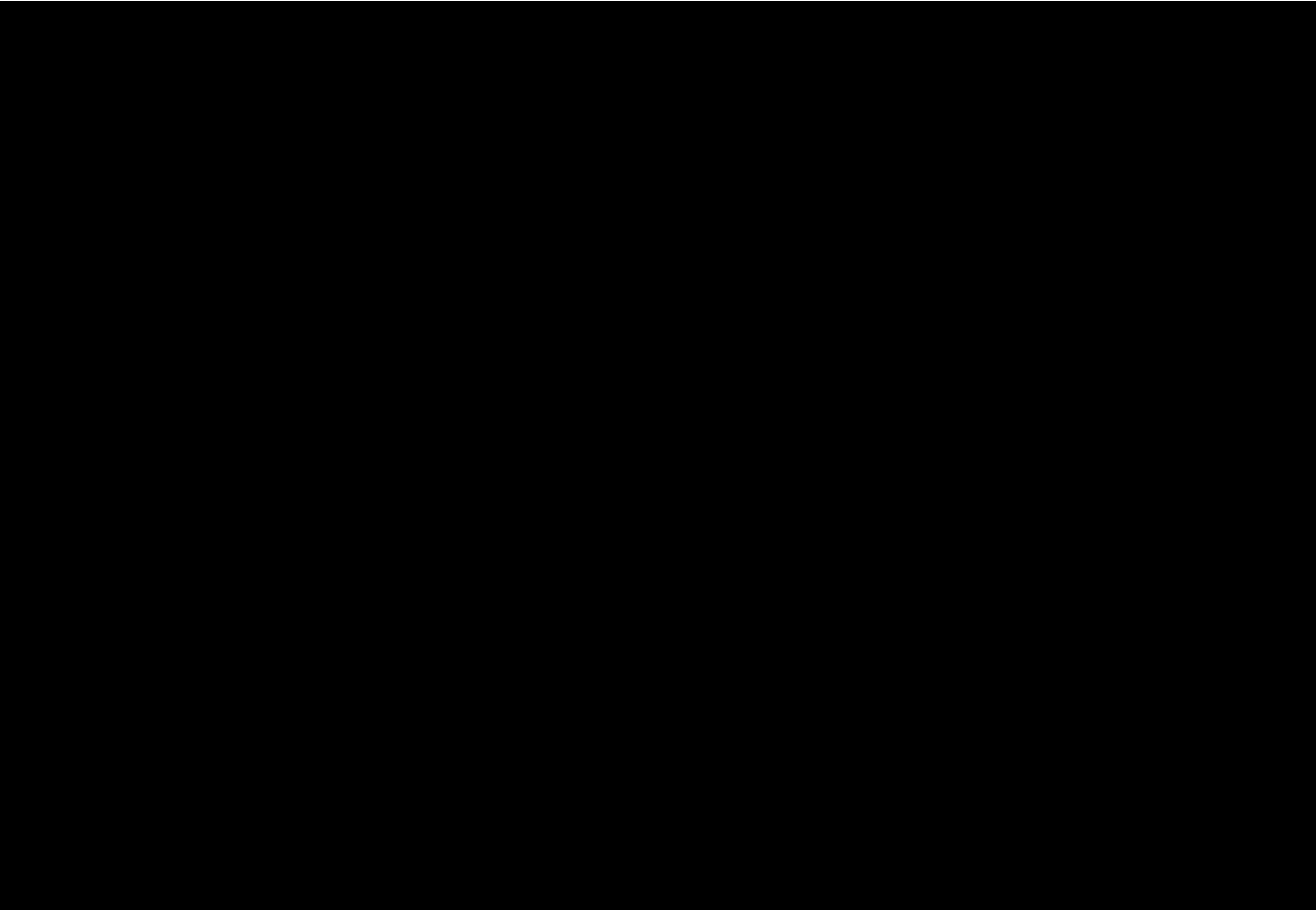
SCHEDULE H

Bid Forms, Exemptions and Clarifications

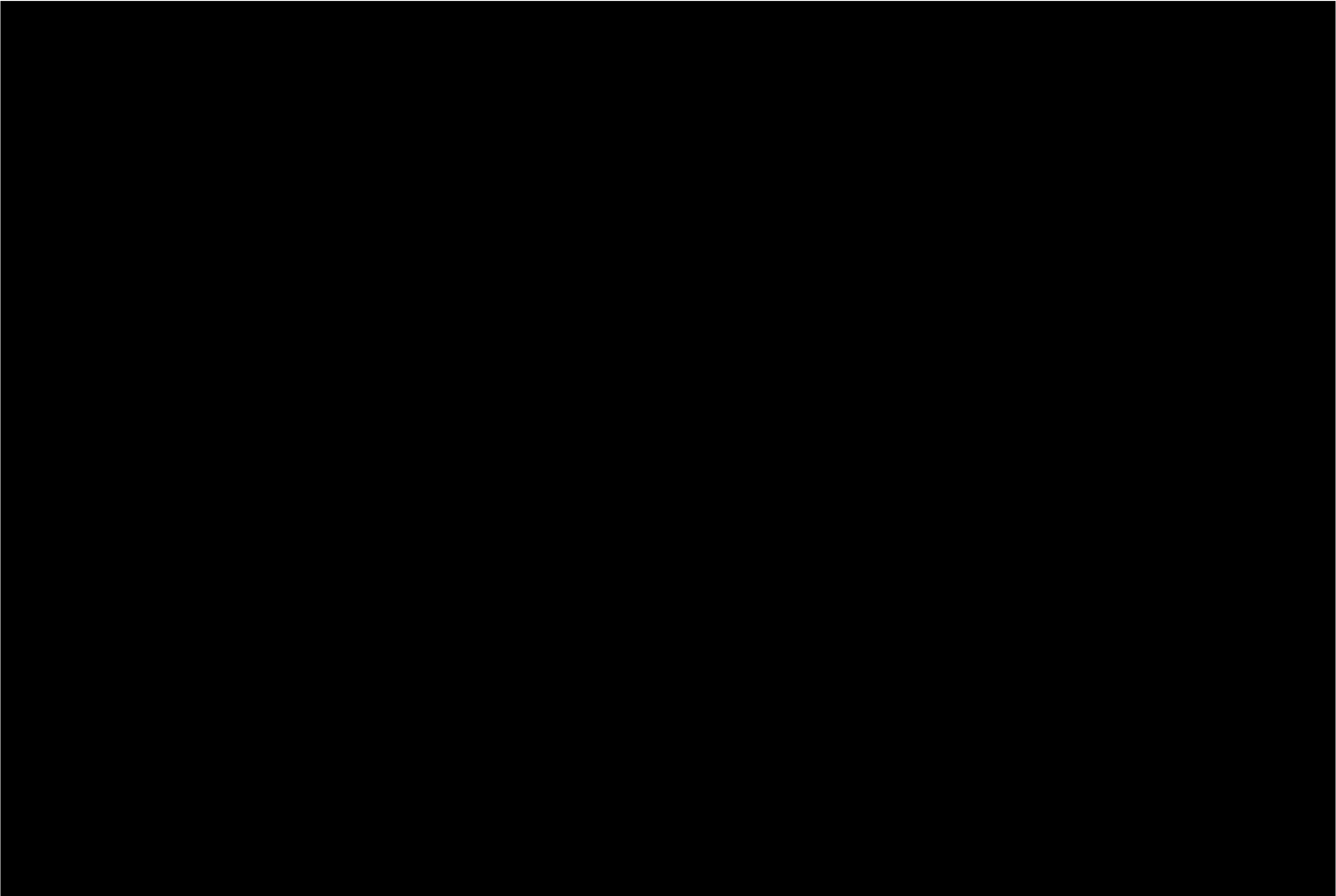




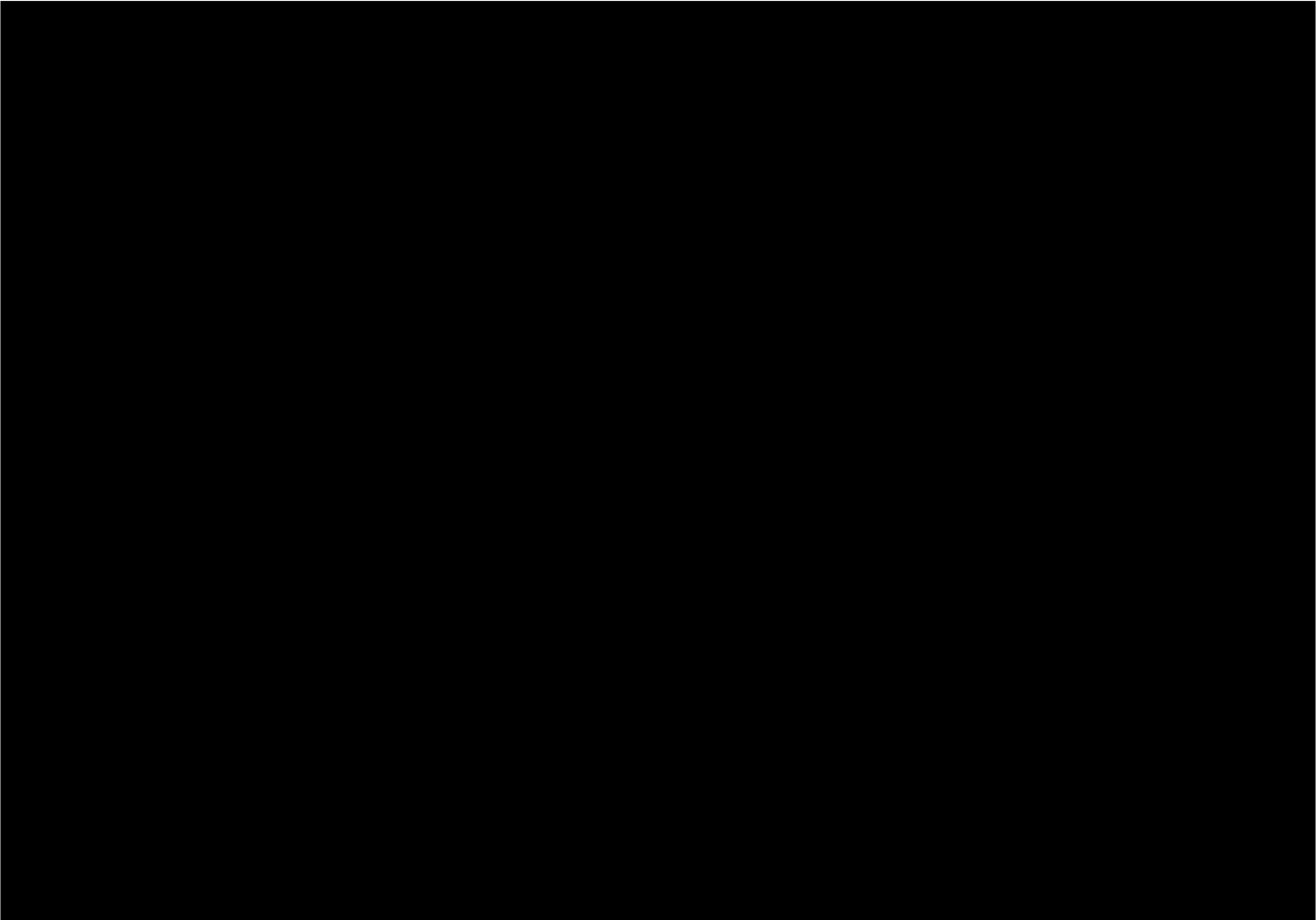
WKL



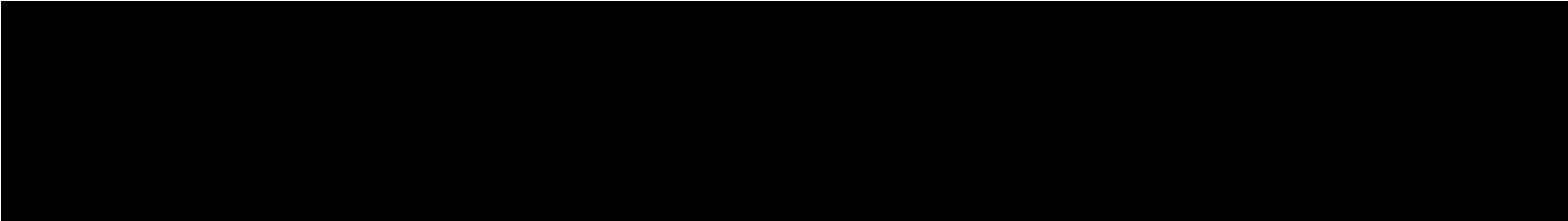
[Handwritten signature]



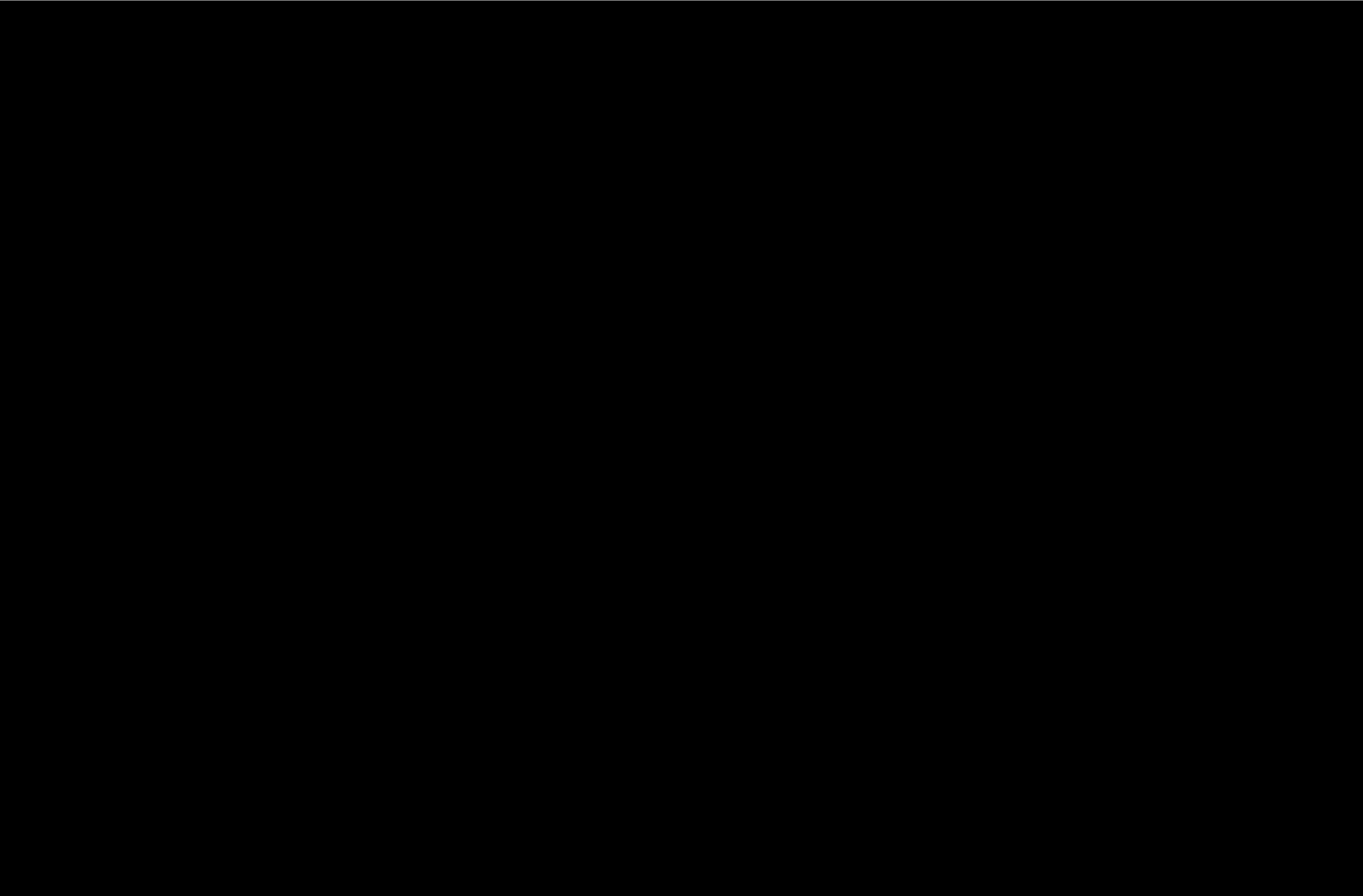
UKM



[Handwritten signature]

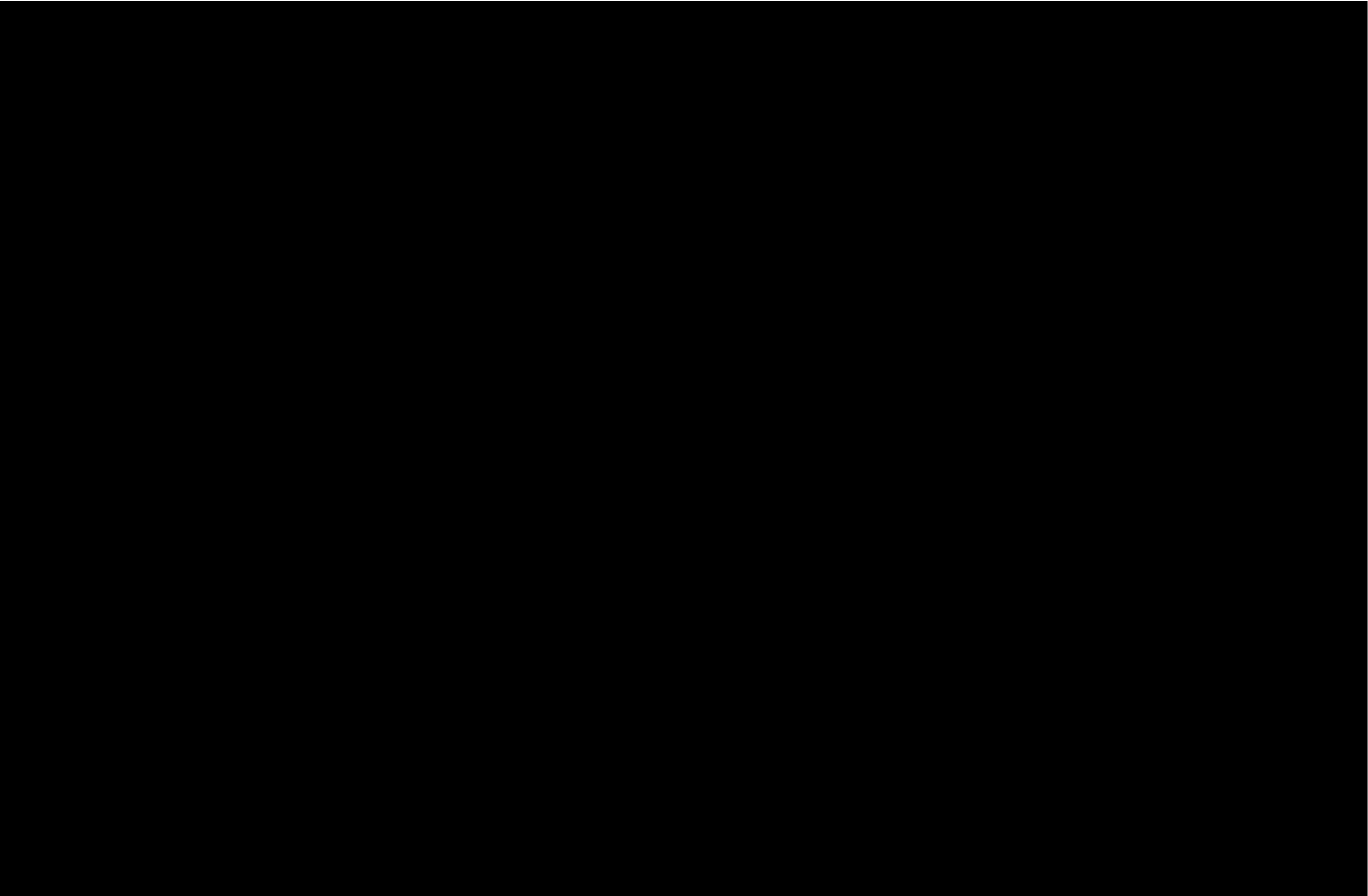


Handwritten signature in blue ink.

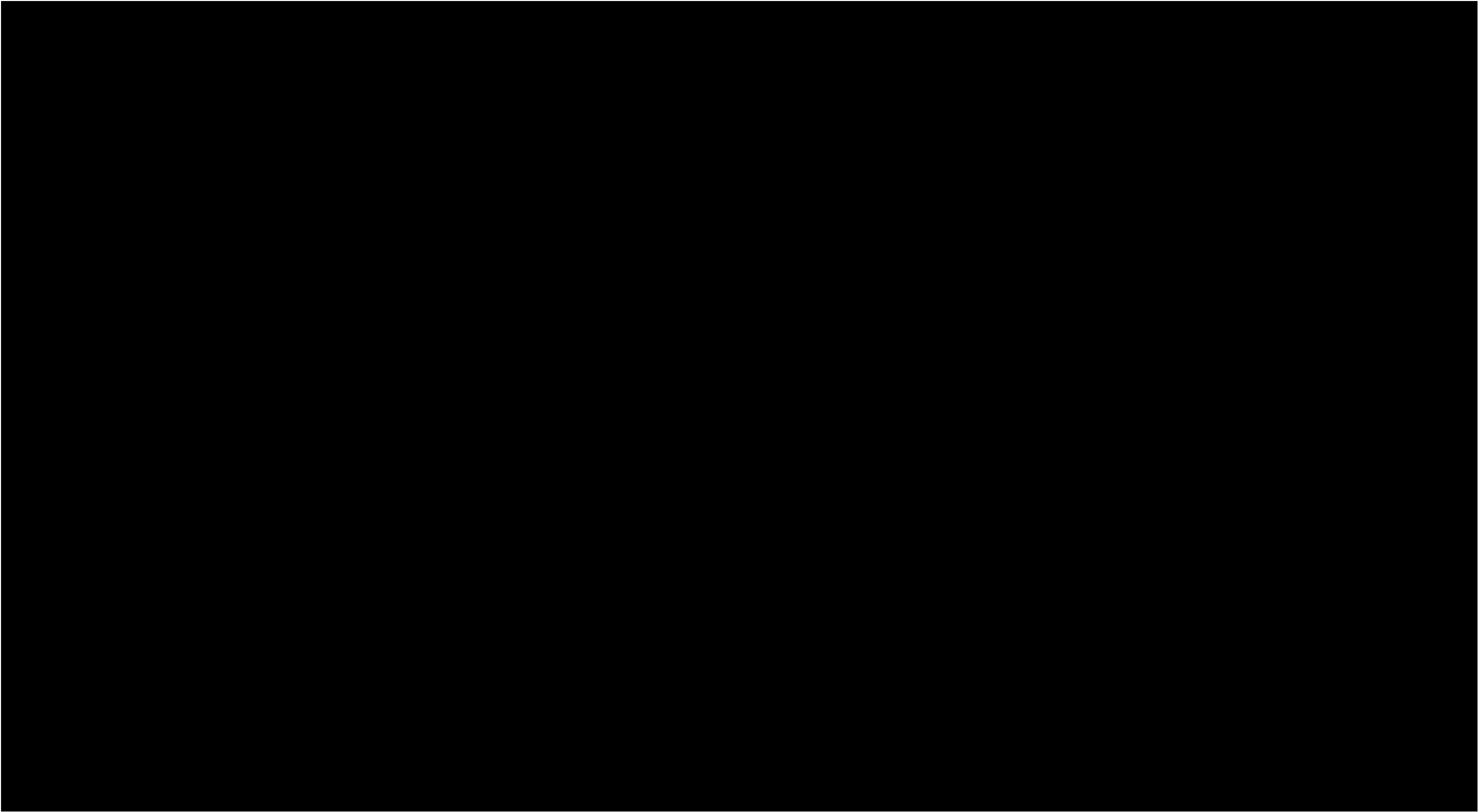


PKL

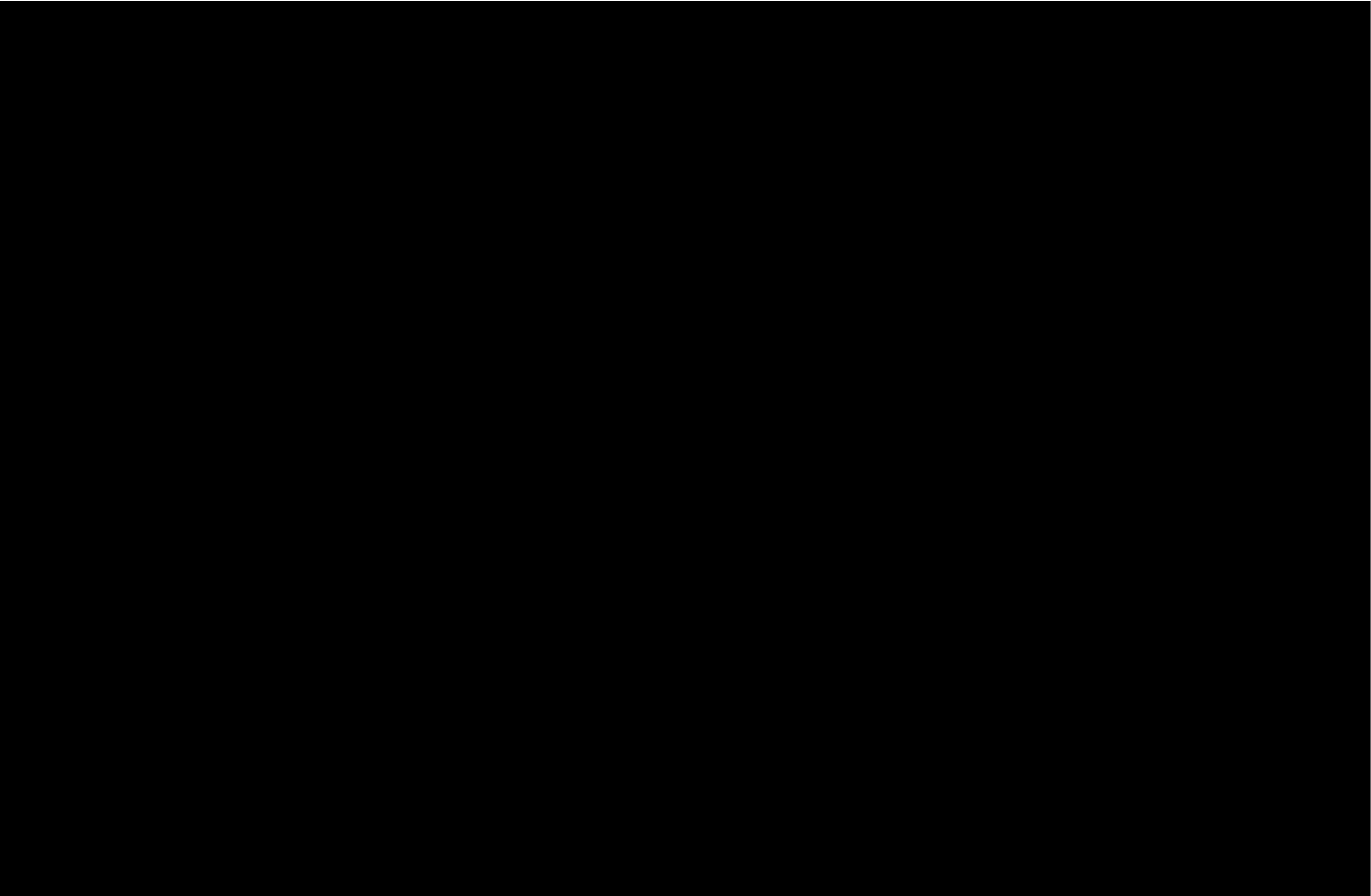
A handwritten signature in blue ink, consisting of several loops and a final horizontal stroke, located in the bottom right corner of the page.



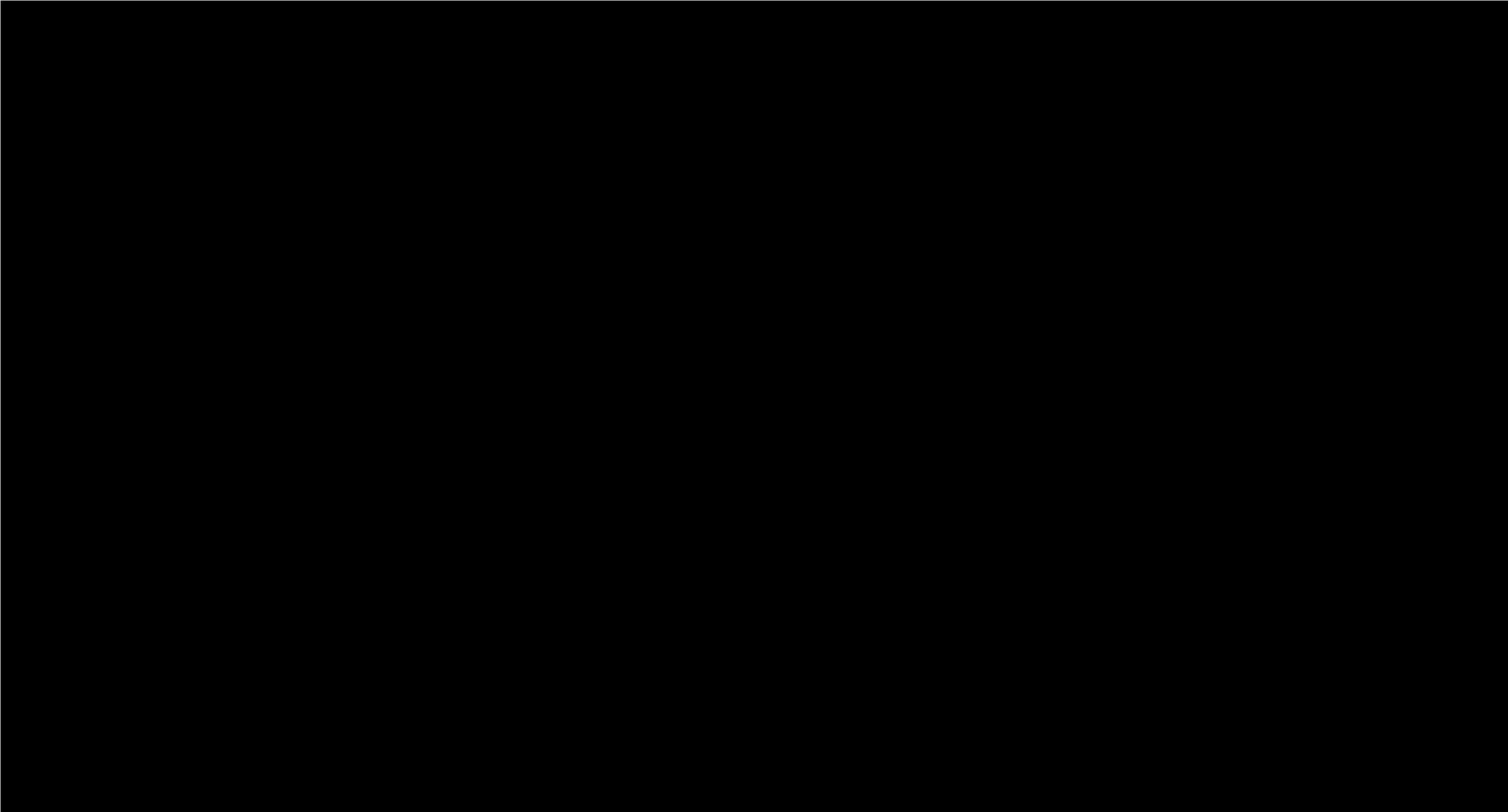
[Handwritten signature]



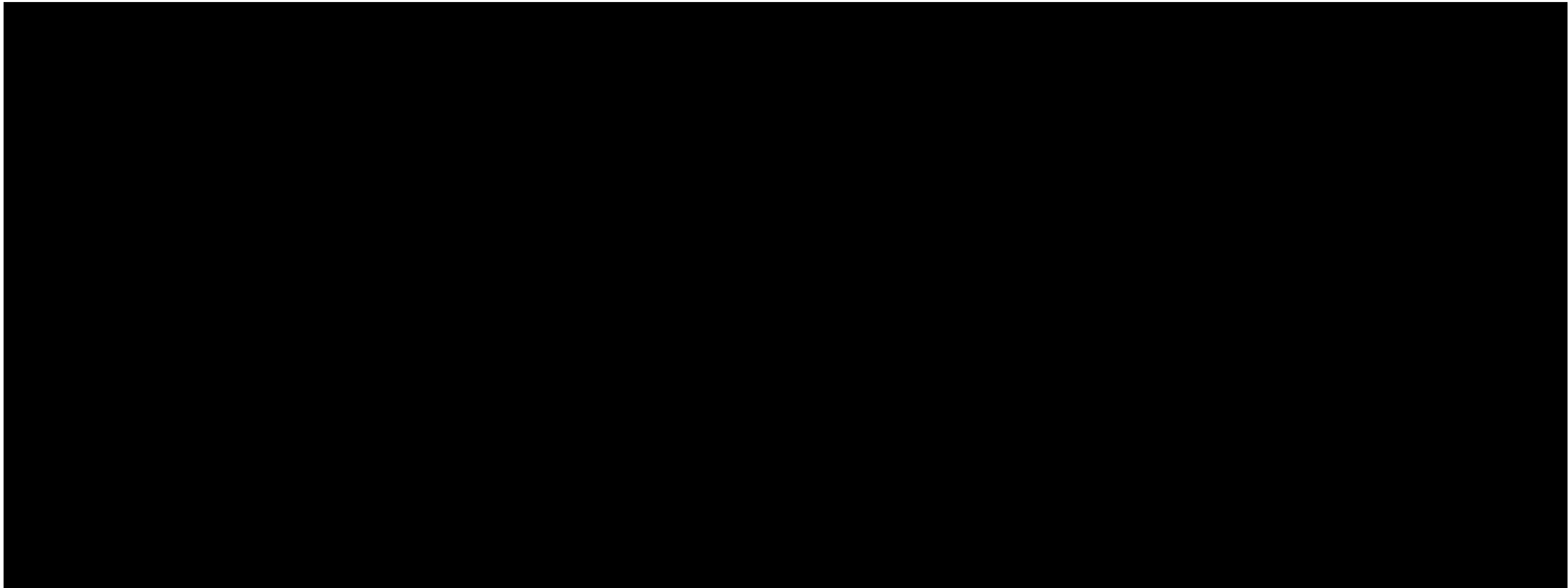
UKU



[Handwritten signature in blue ink]



llkll



A handwritten signature in blue ink, consisting of stylized, cursive letters.

345KV CONTROL HOUSE LAYOUT DRAWING
D8442 Sh-1 Rev 14-0





MATERIAL LIST	
QTY.	DESCRIPTION
20LF.	WIRE, 1C 4/0 CU SD 19 STR BARE
2 EA.	CONNECTOR, GRND, BRZ, BOLTED, #3/0-250 CU - BURNDY CAT # GB29
2 EA.	CONNECTOR, GRND, BRZ, BOLTED, 3/0 TO 250 RUN TO 3/0 TO 250 TAP BURNDY CAT #YHCC29C29
50LF	PVC CONDUIT, LIQUID-TIGHT NON-METALLIC, 4"
8 EA.	CONNECTOR, LIQUID-TIGHT, STRAIGHT, INSULATED, 4"

PROJECT NOTES :

1. EXISTING CONTROL CABLES FROM THE SVC YARD TO BE CUT AT FIRST MANHOLE EXITING THE CONTROL HOUSE. CABLES SHALL THEN BE PULLED BACK TO CONTROL HOUSE AND TERMINATED IN THE NEW MARSHALLING CABINETS.
2. RUN 4" LIQUID TIGHT TO WITHIN 10" OF THE BOTTOM OF THE EXISTING CABLE TRAY SYSTEM.

[illegible]

Battery Vendor Drawings

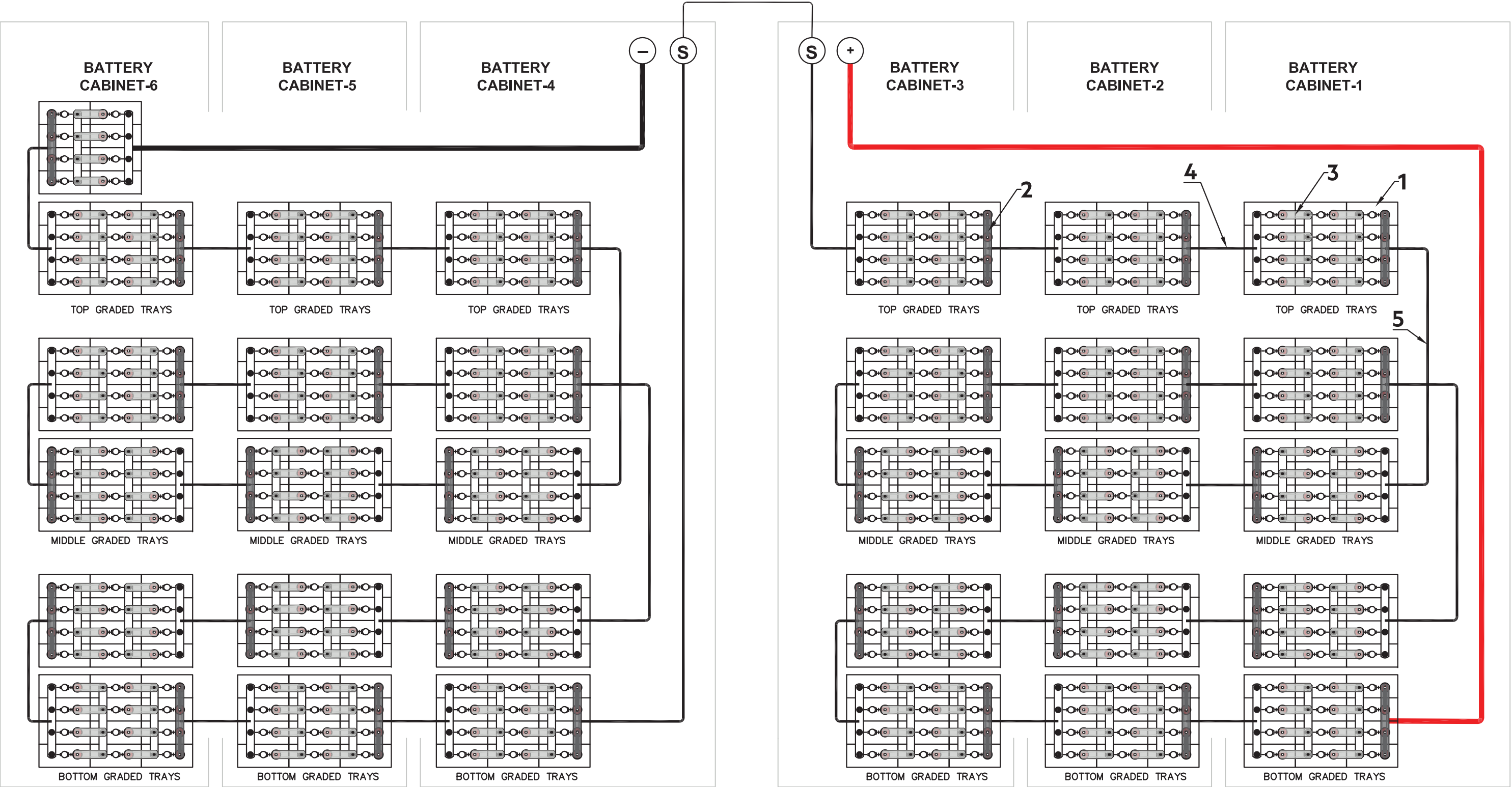
ES518331_BAT

ES518331_SCH

ES518331_MEC

ES518331_DIM

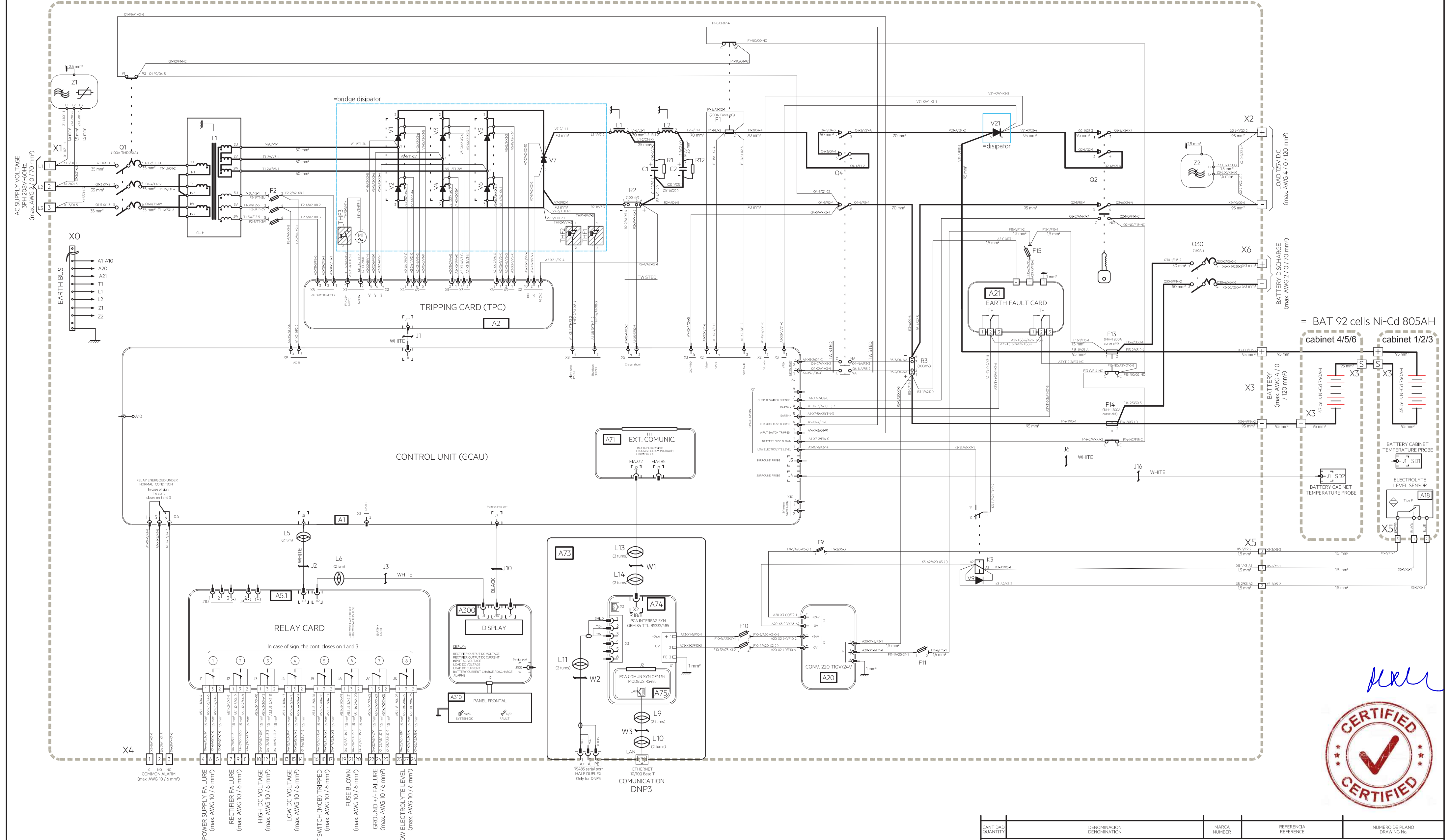
ukl



ES245363: BT. 92 KBM-805			
ITEM	QUANTITY	REFERENCE	DENOMINATION
1	92	KBM-805P	Cell (12V) H(405)x W(195)x L(352)
2	123	020702228133112	Equallizing Connector 4 xM10. Nickel-plated copper.
3	252	020702212033112	Inter Block Connector 4 xM10. Nickel-plated copper.
4	25	AEG supply	Flexible connector M10 (L=300mm.)
5	4	AEG supply	Flexible connector M10 (L=1100mm.)

P.O.	4504645383
CUSTOMER	AVANGRID INC.
OpCo	NEW YORK STATE ELECTRIC GAS CORP.
SUBSTATION NAME	FRASER STATION
EQUIPMENT SERIAL N°	TPRE 1708; TPRE 1709; TPRE 1710 & TPRE 1711

CANTIDAD QUANTITY	DENOMINACION DENOMINATION	MARCA NUMBER	REFERENCIA REFERENCE	NUMERO DE PLANO DRAWING No.
BATTERY DRAWING CONNECTION IBERDROLA USA (PS-805)				
			DIBUJADO: DRAWN: JOP	ESCALA: SCALE: 1:15
			REVISADO: CHECKED: JBU	FECHA: DATE: 24-06-2019
			SUSTITUYE A: SUBSTITUTED FOR:	
			SUSTITUIDO POR: SUBSTITUTED BY:	
INDICE AMENDM.	FECHA DATE	MODIFICACION MODIFICATION	DIBUJADO DRAWN	REVISADO CHECKED
			TAMANO DOCUMENTO: DOCUMENT SIZE: B	HOJA 1 DE 1 SHEET 1 OF 1
AEG POWER SOLUTIONS			TOLERANCIA TOLERANCE ISO 2768 m	
C/ ALBERT EINSTEIN,31 PARQUE TECNOLÓGICO DE ALAVA 01510 - VITORIA (ALAVA) TELÉFONO: +34 945 21 41 10 FAX: +34 945 21 41 11 WEB: www.aegps.es			ES518331_BAT	



LEGEND:

- | | | | |
|------|--------------------|--------|--------------------------|
| Q1 | INPUT SWITCH (MCB) | F1 | CHARGER FUSE |
| T1 | TRANSFORMER | F13-14 | BATTERY FUSES |
| V1=7 | RECTIFIER BRIDGE | K3 | AUXILIARY RELAY |
| L1 | CHOKE | Q4 | CHARGER ISOLATOR SWITCH |
| R2 | CHARGER SHUNT | Q2 | LOAD ISOLATOR SWITCH |
| R3 | BATTERY SHUNT | Q30 | BATTERY DISCHARGE SWITCH |
| V9 | DIODE | C1-R1 | FILTERING |
| | | V21 | BLOCKING DIODE |

NOTES:

ALL NOT SPECIFIED WIRES AWG 20/ 0,5 mm²

FLOATING CHARGE 1,4 V/cell
HIGH CHARGE 1,45 V/cell
COMMISSIONING CHARGE 1,65 V/cell

ALL ALARMS ARE RELAYS GENERALLY ENERGIZED, AND ARE DE-ENERGIZED BY AN ALARM.

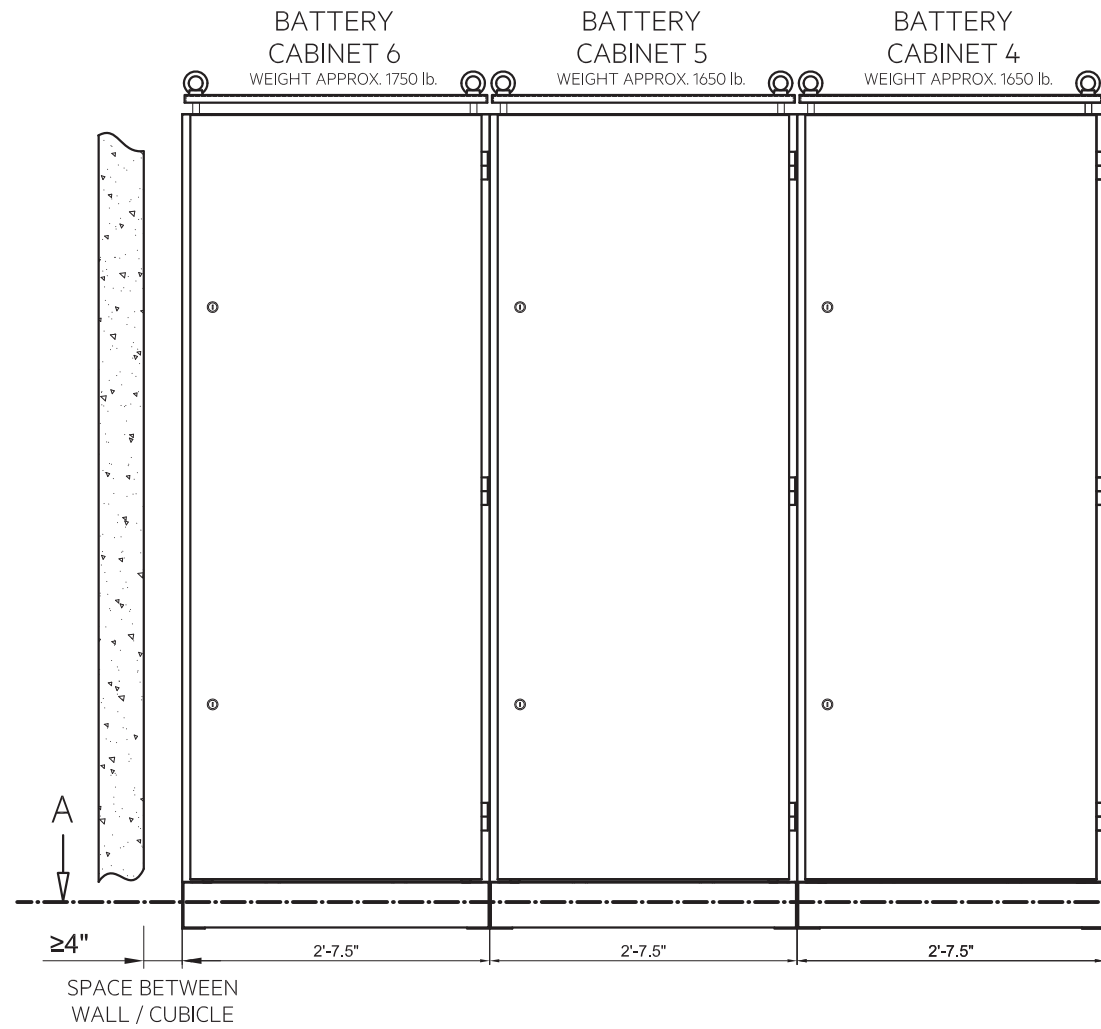
COMMISSIONING CHARGE ACTIVATION:
1- OPEN THE SERVICES BY BREAKER Q2 (permission commissioning charge).
2- FROM THE FRONT PANEL BY A PASSWORD PUT THE CHARGER IN COMMISSIONING CHARGE.
At the end of the timing, commissioning charge automatically switches to floating charge.
To stop the commissioning charge, manually by keyboard.

THE LOAD BREAKER HAS A MECHANICAL LOCK WITH KEY:
LOCKED IN POSITION 1-----REMOVABLE KEY
NO LOCKED IN POSITION 0-----NO REMOVABLE KEY

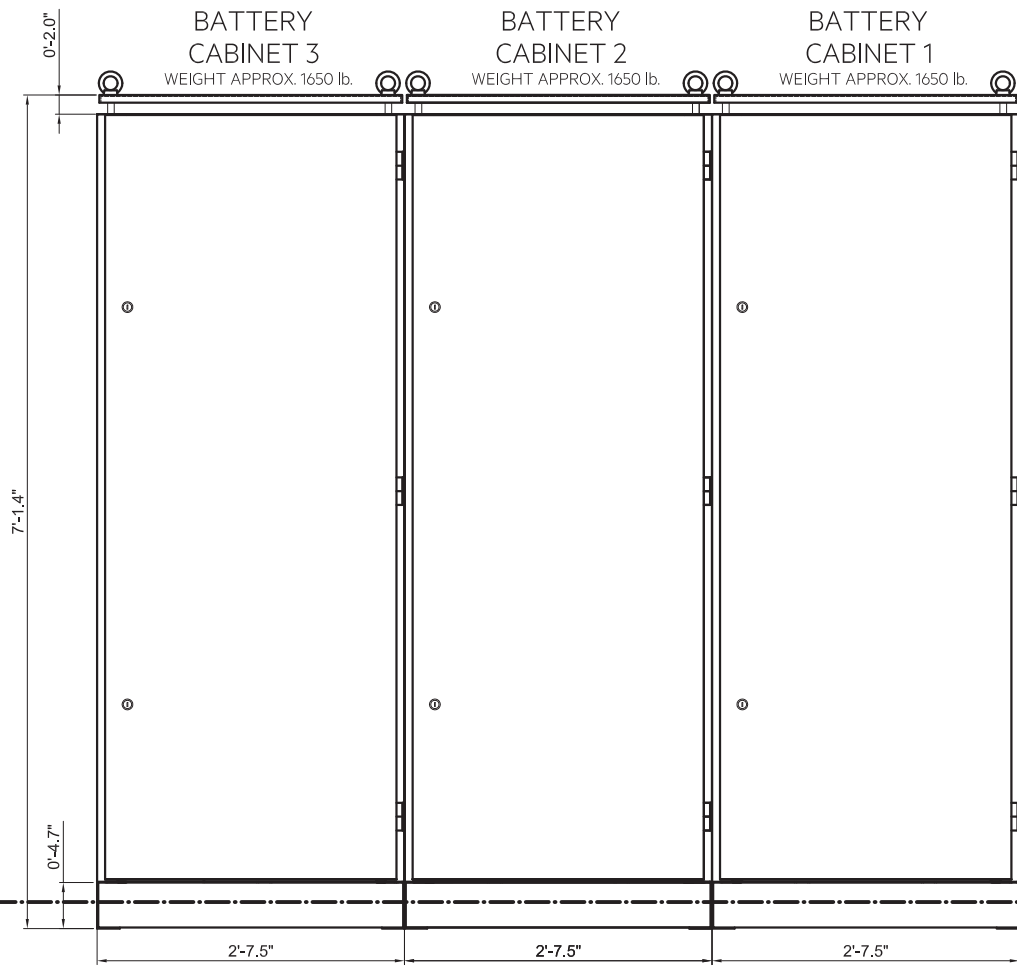
P.O.	4504645383
CUSTOMER	AVANGRID INC.
OpCo	NEW YORK STATE ELECTRIC GAS CORP.
SUBSTATION NAME	FRASER STATION
EQUIPMENT SERIAL N°	TPRE 1708, TPRE 1709; TPRE 1710 & TPRE 1711

CANTIDAD QUANTITY	DENOMINACION DENOMINATION	MARCA NUMBER	REFERENCIA REFERENCE	NUMERO DE PLANO DRAWING No.
SCHEMATIC DIAGRAM TPRe 150A 125VDC IBERDROLA USA (PS-805)				
			DIBUJADO: DRAWN: JOP	ESCALA: SCALE: 1:1
			REVISADO: CHECKED: JBU	FECHA: DATE: 24-06-2019
			SUSTITUIDO POR: SUBSTITUTED FOR:	
			SUSTITUIDO POR: SUBSTITUTED BY:	
INDICE AMEND.	FECHA DATE	MODIFICACION MODIFICATION	DIBUJADO DRAWN	REVISADO CHECKED
			TAMAÑO DOCUMENTO: DOCUMENT SIZE: C	Hojas 1 DE 1 SHEET 1 OF 1
AEG POWER SOLUTIONS			ES518331_SCH	

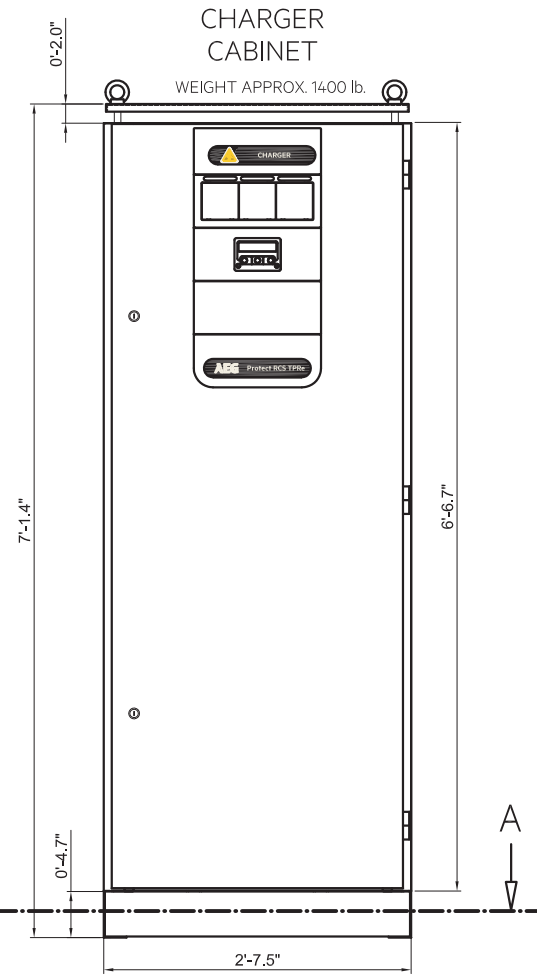
FRONT VIEW



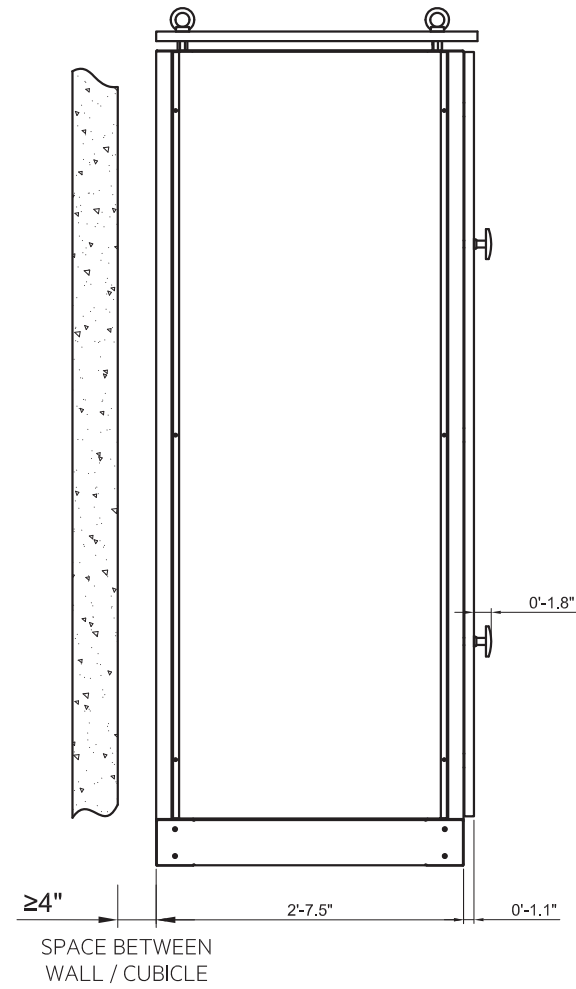
FRONT VIEW



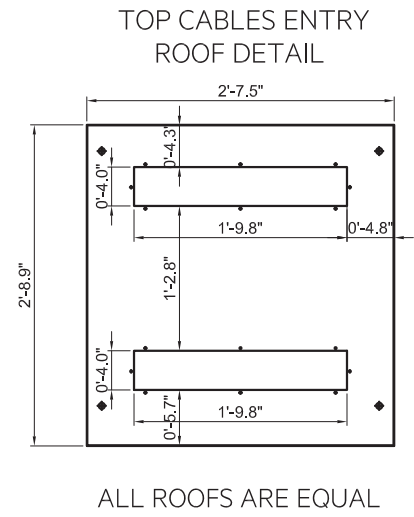
FRONT VIEW



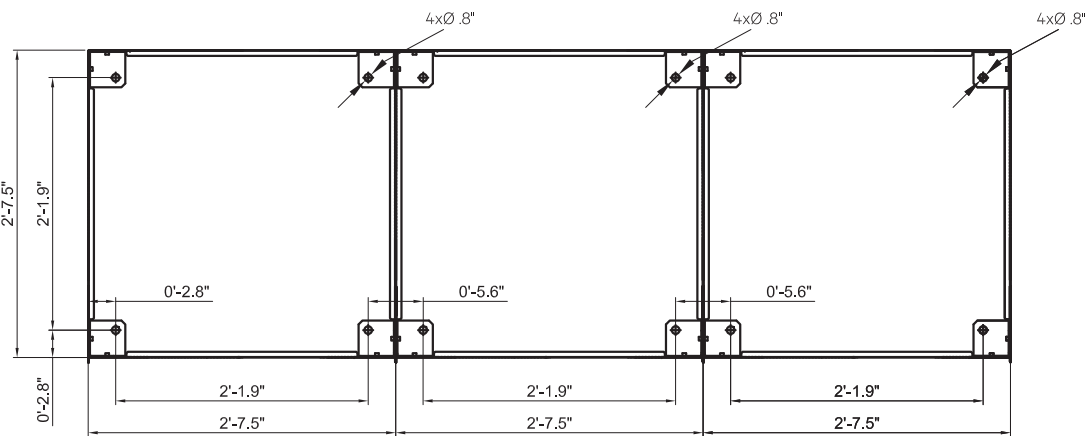
SIDE VIEW



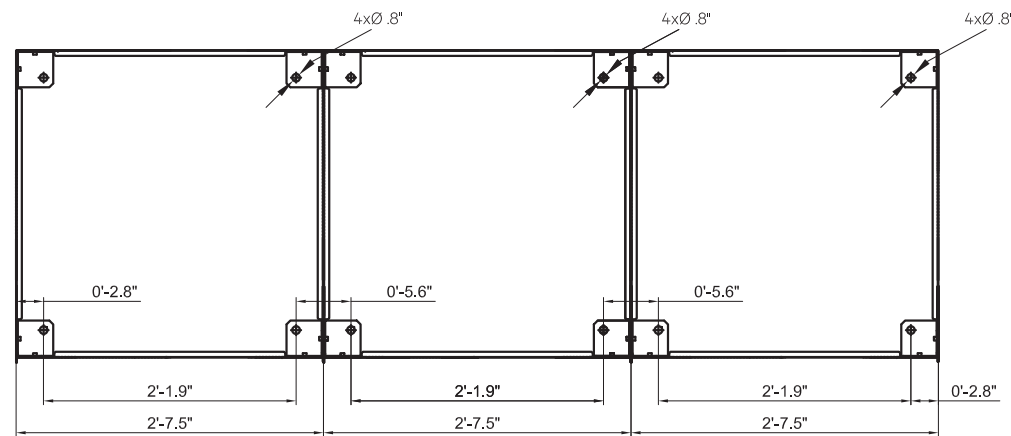
TOP VIEW



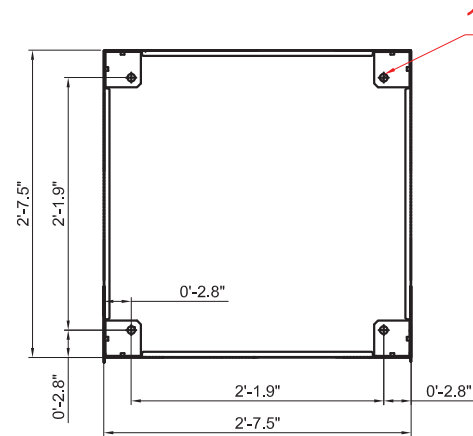
SECTION A-A- ANCHOR TO THE FLOOR DETAIL



SECTION A-A- ANCHOR TO THE FLOOR DETAIL



SECTION A-A- ANCHOR TO THE FLOOR DETAIL



RECOMMENDED STUD ANCHOR (NOT PROVIDED BY AEG)			
ITEM	QUANT.	REFERENCE	DESCRIPTION
1	28	HSA M16x140/25/45	HILTI HSA STANDARD STUD ANCHOR M16= 5/8" Large 140mm=5.5"

CHARGER: 3PH 150ADC
BATTERY: 92 KBM-805P

CABINETS WITHOUT INNER SIDE PANNELS
FOR BETTER BATTERY INTERCONNECTION

Dimensions in feet & inches
Weight in pounds

P.O.	4504645383
CUSTOMER	AVANGRID INC.
OpCo	NEW YORK STATE ELECTRIC GAS CORP.
SUBSTATION NAME	FRASER STATION
EQUIPMENT SERIAL N°	TPRE 1708; TPRE 1709; TPRE 1710 & TPRE 1711

CANTIDAD QUANTITY	DENOMINACION DENOMINATION	MARCA NUMBER	REFERENCIA REFERENCE	NUMERO DE PLANO DRAWING No.
DIMENSIONAL AND ANCHOR DRAWING IBERDROLA USA IP-23/NEMA-2 (RAL-7032)				
			DIBUJADO: DRAWN	JOP
			REVISADO: CHECKED	JBU
			SUBSTITUTED FOR:	
			SUBSTITUTED FOR:	
INDICE AMENDM.	FECHA DATE	MODIFICACION MODIFICATION	DIBUJADO DRAWN	REVISADO CHECKED
			TAMAÑO DOCUMENTO: DOCUMENT SIZE	C
			TOLERANCIA TOLERANCE	ES518331_DIM

SCHEDULE I

Permits

1. General

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

2. Contractor Permits

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

3. Owner Permits and Bonds

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), the Permits and bonds listed in 3.1.

3.1 Listing of Permits

A. Federal

- 1) US Army Corps of Engineers (USACE) Section 10 and 404 Permits
- 2) Federal Aviation Administration (FAA) Obstruction Evaluations

B. State

- 1) New York State Department of Environmental Conservation (DEC) Article 15, 16, and 24 Permits (Wetland & Stream Impacts)
- 2) DEC State Pollution Discharge Elimination System (SPDES) Notice of Intent (NOI) (Construction Storm Water Management)
- 3) New York Public Service Commission (PSC) Part 102 Report Approvals (Utility Infrastructure System Authorizations)
- 4) Incidental Take Permits
- 5) Driveway/Entrance Permits

C. Local Municipal

- 1) Floodplain Development Permits
- 2) Municipal Storm Water Permits
- 3) Municipal Separate Storm Sewer System (MS4) Approvals
- 4) New York City Watershed Protection Regulations Approvals
- 5) State Environmental Quality Review Act (SEQRA) Approvals
- 6) Site Plan Approvals
- 7) Building Permits
- 8) Zoning Approvals/Variances
- 9) Conditional Use Permits

D. Bonds

- 1) Road Bonds

SCHEDULE J

Insurance Requirements

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

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

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

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

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

E-mail: (preferred method)

Procurement E-mail Address.

Program Manager E-mail Address.

Mail:

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

Owner's Program Manager: AVANGRID Networks, Inc., 1300 Scottsville Road, Rochester, NY 14624, Attention – Imanol Zuniga.

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

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

1. Required Insurance, Coverage and Minimum Amounts

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

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

All insurance policies, with the exception of professional liability, must be written on an "occurrence" basis. Professional Liability Insurance shall be written on a "claims made" basis. Contractor shall provide 30 days' prior written notice of cancellation to certificate holder (10



calendar days' prior written notice for failure to pay premium). Such notice of cancellation must be provided to Owner via the addresses herein for Owner's Procurement Department and Owner's Program Manager.

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

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

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

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

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

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

- USL&H – where applicable by law.

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

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

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

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

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

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

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

Coverages shall include:

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

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

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

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

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

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

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

1.6 **Builders All Risk ("BAR") Insurance** in the amount of \$58,146,200.00 per occurrence and \$58,146,200.00 aggregate (coverage amount to be set at Agreement Price plus Owner Materials purchased for incorporation into the Project- identified prior to contract execution) covering the following activities undertaken in the course of the Project - Covered activities including but not limited to:

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

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

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

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

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

SCHEDULE K-1

LIEN AND WAIVER RELEASE TO ACCOMPANY EACH INVOICE

[LETTERHEAD OF CONTRACTOR]

DATE: [_____]

TO: [INSERT ADDRESS]

WHEREAS:

1. AVANGRID Service Company ("Company" or "Owner") and [_____] ("Contractor") have entered into an agreement, dated [_____] (the "Agreement"), pursuant to which Contractor is to provide Construction Services in connection with [Project Name & Number] project as more fully described in the Agreement (the "Project").
2. Article 8.2 of the Agreement provides, among other things, that, each invoice shall be accompanied by (i) the Contractor's Lien 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 Article 8.2 in relation to Contractor's invoice no. [to be inserted] dated [to be inserted] (the "Invoice").

NOW THEREFORE:

1. Capitalized terms used and not defined herein shall have the meaning assigned to them in the Agreement.
2. Subject to payment by Owner to Contractor of the sum of [_____], which sum represents the full amount due to Contractor under the Invoice less Retainage and less Punch list 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 Owner prior to the date of this Waiver and Release. Contractor hereby authorizes Owner to file an amendment for any financing statement on file with respect to Owner, 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 by Owner in connection with the Work or the Project under invoices issued prior to the Invoice have been paid by Owner save in relation to Retainage and Punch List Withholding, if any, which Contractor acknowledges that Owner is withholding in accordance with Articles 8.2, and [] under Invoices Nos. [], which are subject to dispute with Owner and are being withheld in accordance with Article 8.3 of the Agreement.

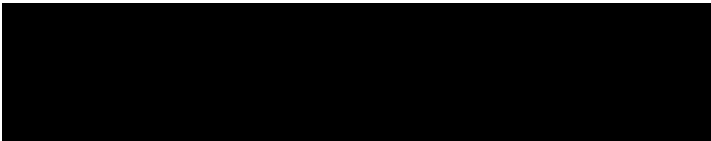
3.2 Contractor has not directly or indirectly created, incurred, assumed or suffered to be created by it or any Subcontractor, employee, laborer, mechanic, materialman, or other Contractor of goods or services any Contractor Lien relating to the Work, the Project, or any part thereof or interest therein, 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 Contractor 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 for payment other than Owner 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.



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.

ACCEPTED:

AVANGRID SERVICE COMPANY

By: _____

Print Name

Title



A handwritten signature in blue ink.

SCHEDULE K-2

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

DATE: [_____]

TO: [INSERT ADDRESS]

WHEREAS:

1 AVANGRID Service Company ("Company" or "Owner") and [_____] ("Contractor") have entered into an agreement, dated [_____] (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 8.2 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 Owner, the Work, or the Project. Contractor hereby authorizes Owner to file a termination statement for any financing statement on file with respect to Owner, the Work, or the Project if Contractor is the secured party of record with respect to such financing statement.

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

3.1 All amounts that were due and payable by Owner 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 Contractor 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 Contractor 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 for payment other than Owner 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

[Redacted Signature]

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.

ACCEPTED:

AVANGRID SERVICE COMPANY

By: _____

Print Name

Title

[Redacted Signature]

Handwritten signature

SCHEDULE L-1

CERTIFICATE OF INSTALLATION AND TESTING COMPLETION

Project Name & Number: _____

Owner: _____

Contractor: _____

Date of Installation and Testing Completion: _____

AVANGRID Service Company ("Company" or "Owner") and [_____] ("Contractor") have entered into an agreement, dated [_____] (the "Agreement"), pursuant to which Contractor is to provide Construction Services in connection with [Project Name & Number] project as more fully described in the Agreement (the "Project").

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) Installation and Testing Completion for the Project was achieved on [date of Installation and Testing Completion];

(2) The Project has achieved Installation and Testing Completion in accordance with the Scope of Work, the Agreement Documents, and all required Governmental Authorizations and Permits;

(3) All Work required to be furnished by Contractor for the Project is installed and tested complete in accordance with the Agreement Documents including, but not limited to: (1) All equipment has been delivered to the Site and properly incorporated into the Project; (2) All tasks and tests required to complete the Installation and Testing Complete milestone and any other requirements necessary to demonstrate that the Project meets the Agreement Documents have been successfully completed along with a certificate of the results, together



with a copy of the reports of such test results have been provided to and approved by Owner; and (3) All Drawings have been properly marked up accurately representing all equipment and Work as of the Date of Installation and Testing Completion;

(4) The Punch List has been submitted by the Contractor and approved by the Owner (see attached). The Punch List shall be divided into two parts; Critical Punch List and Non-Critical Punch List Items. The schedule and the estimated cost for completing the Punch List items have been agreed to by Owner and Contractor. The failure to include any items on such Punch List does not relieve the Contractor of the responsibility to complete all of the Work in accordance with the Agreement Documents;

(5) 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

(6) The Project is capable of commencing all activities necessary to complete the Commissioning and Energization Work and all Work required to complete the Critical Punch List Items necessary to achieve Substantial Completion in strict compliance with the terms of all operating Permits.

AVANGRID SERVICE COMPANY



Signature

Signature

Print

Print

Title

Title

Date

Date



SCHEDULE L-2

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project Name & Number: _____

Owner: _____

Contractor: _____

Date of Substantial Completion: _____

AVANGRID Service Company ("Company" or "Owner") and [_____] ("Contractor") have entered into an agreement, dated [_____] (the "Agreement"), pursuant to which Contractor is to provide Construction Services in connection with [Project Name & Number] project as more fully described in the Agreement (the "Project").

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) Installation and Testing Complete for the Project was achieved on [date], the Punch List, which includes the identification of all Punch List items as being either a Non-Critical item or a Critical item, was submitted by the Contractor and approved by the Owner on [date] and a Certificate of Installation and Testing Complete was fully executed by both parties;

(2) Substantial Completion of the Project was achieved on [date of Substantial Completion];

(3) The Project is substantially complete in accordance with the Scope of Work, the Agreement Documents, and all required Governmental Authorizations and Permits, and is capable of Commercial Operation and safe operation for its intended purpose;

(4) All Work required to be furnished by Contractor for the Project is substantially complete including, but not limited to: (1) All equipment has been delivered to the Site and properly incorporated into the Project; (2) All Drawings have been properly marked up by the Contractor



A handwritten signature in blue ink, appearing to be 'MM'.

and accurately represent all equipment and Work as of the Date of Substantial Completion, and
(3) all Critical Punch List items have been completed;

(5) All tests required to be completed by the Contractor for the Substantial Completion milestone and any other requirements necessary to demonstrate that the Project meets the Agreement Documents have been successfully completed along with a certificate of the results, together with a copy of the reports of such test results have been provided to Owner for review and have been approved;

(6) The schedule and the estimated cost for competing the Non-Critical Punch List items have been agreed to by Owner and Contractor (see attached). The failure to include any items on such Punch List does not relieve the Contractor of the responsibility to complete all of the Work in accordance with the Agreement Documents.;

(7) 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

(8) The Project is capable of Commercial Operation at expected operating levels in strict compliance with the terms of all operating Permits.

AVANGRID SERVICE COMPANY



Signature

Signature

Print

Print

Title

Title

Date

Date



SCHEDULE M

CERTIFICATE OF FINAL COMPLETION

Project Name & Number: _____

Owner: _____

Contractor: _____

Date of Final Completion: _____

AVANGRID Service Company ("Company" or "Owner") and [_____] ("Contractor") have entered into an agreement, dated [_____] (the "Agreement"), pursuant to which Contractor is to provide Construction Services in connection with [Project Name & Number] project as more fully described in the Agreement (the "Project").

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) Installation and Testing Complete for the Project was achieved on [date], the Punch List, which includes the identification of all Punch List items as being either a Non-Critical item or a Critical item, was submitted by the Contractor and approved by the Owner on [date] and a Certificate of Installation and Testing Complete was fully executed by both parties;

(2) Substantial Completion of the Project was achieved on [date], all Critical Punch List Items were completed by the Contractor and approved by the Owner on [date] and a Certificate of Substantial Completion was fully executed by both parties;

(3) All Work required to be furnished by Contractor for the Project and all other requirements have been completed in accordance with the Agreement Documents, including, but not limited to:

(a) The Warranty Period has been completed.



(b) All Punch List items noted at the time of Installation and Testing Completion have been completed.

(c) Submission of final marked up Drawings which accurately represent all equipment and Work as of the Date that the Warranty Period has expired.

(d) Submission of all manuals, documentation and spare parts as required by the Agreement Documents.

(e) All Change Orders, Extensions of Time and Claims have been mutually agreed to and paid.

(f) Contractor has performed all site clean-up and restoration.

(4) Contractor further attests that it 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), that all Worker's Compensation Claims are covered by Worker's Compensation Insurance as required by law, and all insurance required by Contractor beyond final payment, if any, is in effect and will not be cancelled or allowed to be expired without notice to the Owner;

(5) All public liability claims are adequately covered by insurance and that the Contractor shall save, protect, defend, indemnify and hold the Owner harmless from and against any and all claims which arise as a direct or indirect result of any transaction, event occurrence or omission related to performance of the Work contemplated under said Agreement for Construction Services;

(6) 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

(7) 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.

Upon execution below, this project will be considered complete. This consideration does not relieve the Contractor from its post-construction activities, including correction of discrepancies noted after Substantial Completion, warranty issues noted during the Warranty Period, latent defects and other requirements of the Agreement Documents or applicable State Law.



AVANGRID SERVICE COMPANY



Signature

Signature

Print

Print

Title

Title

Date

Date



UKM

SCHEDULE N-1

Form of Performance Letter of Credit

[Letterhead of Issuer]

AVANGRID Service Company
89 East Avenue
Rochester, New York 14649
Attention: [Name]
Re: Irrevocable Standby Letter of Credit No. _____.

Gentlemen:

We hereby establish in your favor this Irrevocable Standby Letter of Credit No. _____ (the "Performance Letter of Credit") for the account of [name of Contractor], a _____, existing pursuant to the laws of _____ (the "Contractor"), effective immediately and expiring on the date set forth in numbered paragraphs 5 and 6 hereof.

This Performance Letter of Credit, we are informed, is issued pursuant to the terms of that certain Construction Services Agreement, entered into as of the ____th day of [____], 2020 (the "Effective Date"), between the Contractor and AVANGRID Service Company (the "Owner") for the Services set forth in Schedule B (as the same may be amended or otherwise modified from time to time, the "Agreement").

1. Stated Amount. The amount of funds available under this Performance Letter of Credit shall be [_____] U.S. Dollars (\$[____]) (the "Stated Amount").
2. Drawings. A drawing hereunder may be made by you on any Business Day on or prior to the expiration date of this Performance Letter of Credit by delivering to [name of Issuer], at any time during its business hours on such Business Day, at [address of an office of the Issuer located within the State of New York or the State of Maine], the original of this Performance Letter of Credit or a copy of this Performance Letter of Credit and the affidavit referenced in paragraph 12 below, together with (i) a Draw Certificate executed by an authorized person substantially in the form of Attachment A hereto (the "Draw Certificate"), appropriately completed and purportedly signed by your authorized person and (ii) your draft in substantially the form of Attachment B hereto (the "Draft"), appropriately



completed and purportedly signed by your authorized person. Partial drawings and multiple presentations may be made under this Performance Letter of Credit. Draw Certificates and Drafts under this Performance Letter of Credit may be presented by you by means of facsimile or original documents sent by overnight delivery or courier to [name of Issuer], at its address set forth above Attention: [Standby Letter of Credit Unit]. In the event of a notification by facsimile transmission, the original of such documents shall be sent to the address set forth in the preceding sentence, as aforesaid, by overnight courier for receipt by us within one (1) Business Day of the date of such facsimile transmission.

3. Time and Method for Payment. We hereby agree to honor a drawing hereunder made in compliance with this Performance Letter of Credit by transferring in immediately available funds the amount specified in the Draft delivered to us in connection with such drawing to such account at such bank in the United States as you may specify in your Draw Certificate. If the original Draw Certificate is received by us at such address on any Business Day, payment will be made within (1) Business Day. In clarification, we agree to honor the Draw Certificate upon receipt thereof, without regard to the truth or falsity of the assertions made therein.
4. Non-Conforming Demands. If a demand for payment made by you hereunder does not, in any instance, conform to the terms and conditions of this Performance Letter of Credit, we shall give you prompt notice that the demand for payment was not effected in accordance with the terms and conditions of this Performance Letter of Credit, stating the reasons therefor and that we will, upon your instructions, hold any documents at your disposal or return the same to you. Upon being notified that the demand for payment was not effected in conformity with this Performance Letter of Credit, you may attempt to correct any such non-conforming demand.
5. Expiration. This Performance Letter of Credit shall, subject to the provisions of paragraph 6, automatically expire at the close of business on the earlier of [_____] (__) year(s)] following the Effective Date (provided if such day is not a Business Day, then on the next succeeding Business Day), or the date on which we receive a Cancellation Certificate substantially in the form of Attachment C hereto and purportedly executed by your authorized person upon which this Performance Letter of Credit shall be cancelled.
6. Rollover. The Performance Letter of Credit shall be deemed automatically extended without amendment for additional periods of one (1) year each from the present or any future expiration date, unless at least sixty (60) days prior to any such expiration date we shall notify you by registered mail or overnight courier at the above address (or such other address as may be designated by you as contemplated by numbered paragraph 9 hereof) that we elect not to consider this Performance Letter of Credit



extended for any such additional one (1) year period. In such event, you may draw the entire amount of this Performance Letter of Credit.

7. Business Day. As used herein, "Business Day" shall mean a day other than a Saturday, Sunday or any day on which banks located in the State of New York, are authorized or obligated to close.
8. Governing Law. Except as far as otherwise expressly stated herein, this Performance Letter of Credit is subject to the International Standby Practices ("ISP98"), International Chamber of Commerce Publication No. 590. As to matters not addressed by the ISP98, this Performance Letter of Credit shall be governed by and construed in accordance with the laws of the State of New York.
9. Notices. All communications to you in respect of this Performance Letter of Credit shall be in writing and shall be delivered to the address shown for you herein or such other address as may from time to time be designated by you in a written notice to us. All documents to be presented to us hereunder and all other communications to us in respect of this Performance Letter of Credit, which other communications shall be in writing, shall be delivered to the address for us indicated on the signature page hereof.
10. Irrevocability. This Performance Letter of Credit is irrevocable.
11. Transferability. We shall not authorize any transfer of this Performance Letter of Credit until a transfer certificate, substantially in the form of Attachment D hereto, is completed and received by us. All transfer charges shall be for the account of the Contractor.
12. Original Performance Letter of Credit.

(a) Loss or Destruction. In the event the original of this Performance Letter of Credit is lost or destroyed, provided the other requirements of paragraph 2, hereof, are complied with, we will honor a drawing hereunder upon presentation of (i) a copy of the Performance Letter of Credit with (ii) an affidavit by Owner stating that the original Performance Letter of Credit was lost or stolen. In the event Owner draws upon this Performance Letter of Credit by presenting a copy of this Performance Letter of Credit and such affidavit, then Owner agrees to indemnify [name of Issuer] to the extent that an unauthorized draw was made by another party in compliance with the requirements of this Performance Letter of Credit utilizing the original Performance Letter of Credit for such unauthorized draw; provided, however, such indemnity will not cover: (i) any draw made after the [name of Issuer] was notified that the original Performance Letter of Credit was lost or destroyed, or (ii) any draw based upon presentation of the original



Performance Letter of Credit, when such original Performance Letter of Credit was not returned to Owner by [name of Issuer] as required pursuant to paragraph 12(b) below.

(b) Presentation. Upon presentation of the Performance Letter of Credit pursuant to paragraph 2, hereof, we will return the original Performance Letter of Credit to Owner within one (1) Business Day of such presentation.

13. Complete Agreement. This Performance Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein, except for the ISP-98 and Attachments A, B, C, and D hereto and the notices referred to herein and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except as set forth above.

SINCERELY,

[name of Issuer]

[authorized signature]

Address:

[Address must be same address set forth in Paragraph 2]



ATTACHMENT A to PERFORMANCE LETTER OF CREDIT

FORM OF DRAW CERTIFICATE

[Letterhead of Beneficiary]

The undersigned hereby certifies to [name of Issuer] (the "Issuer"), with reference to Irrevocable Letter of Credit No. _____ (the "Performance Letter of Credit") issued by Issuer in favor of the undersigned ("Beneficiary") (capitalized terms used herein and not defined herein shall have the respective meanings set forth in the Performance Letter of Credit), as follows:

- (1) The undersigned is the _____ of Beneficiary and is duly authorized by Beneficiary to execute and deliver this Certificate on behalf of Beneficiary.

and

- (2) Beneficiary hereby makes demand against the Performance Letter of Credit by Beneficiary's presentation of the original Performance Letter of Credit and any amendments or a copy of the Performance Letter of Credit and any amendments and the affidavit referenced in paragraph 12 of the Performance Letter of Credit as well as the draft accompanying this Certificate, for payment of _____ U.S. Dollars (\$ _____), which such amount, when aggregated together with any amount not drawn down, is not in excess of the Stated Amount (as in effect of the date hereof)

and

- (3) Beneficiary is entitled to draw the amount set forth in paragraph 2 pursuant to the Agreement.
- (4) You are hereby directed to make payment of the requested drawing to: [insert wire instructions].

[Beneficiary name and address]

By: _____

Title: _____

Date: _____

[Redacted signature area]

Handwritten signature

ATTACHMENT B to PERFORMANCE LETTER OF CREDIT

FORM OF DRAFT

[Letterhead of Beneficiary]

DRAWING UNDER IRREVOCABLE LETTER OF CREDIT NO. _____

If the original draw certificate is received on any Business Day, payment will be made within one (1) Business Day.

On: [Date]

Pay to: [Beneficiary name]

[] U.S. Dollars (\$[])

FOR VALUE RECEIVED AND CHARGE TO THE ACCOUNT OF LETTER OF CREDIT NO.
_____.

Beneficiary Name

By: _____

Title: _____

Date: _____



A handwritten signature in blue ink, consisting of stylized, overlapping loops.

ATTACHMENT C to PERFORMANCE LETTER OF CREDIT

FORM OF CANCELLATION CERTIFICATE

[Letterhead of Beneficiary]

CANCELLATION CERTIFICATE

Irrevocable Letter of Credit No. _____

The undersigned, being authorized by the undersigned ("Beneficiary"), on behalf of Beneficiary hereby certifies to [name of Issuer] ("Issuer"), with reference to Irrevocable Letter of Credit No. _____ issued by Issuer to Beneficiary (the "Performance Letter of Credit"); capitalized terms used herein and not defined herein shall have the respective meanings set forth in the Performance Letter of Credit), that the Contractor has satisfied the obligation in the Agreement secured by the Performance Letter of Credit. Pursuant to numbered paragraph 5 thereof, the Performance Letter of Credit shall expire upon Issuer's receipt of this certificate. Attached hereto is the Performance Letter of Credit marked "Canceled."

[Beneficiary name]

By: _____

Title: _____

Date: _____



ATTACHMENT D to PERFORMANCE LETTER OF CREDIT

FORM OF TRANSFER CERTIFICATE

[Letterhead of Beneficiary]

TRANSFER CERTIFICATE

Irrevocable Letter of Credit No. _____

The undersigned Beneficiary ("Owner") hereby certifies to [name of Issuer] ("Issuer"), with reference to Irrevocable Standby Letter of Credit No. _____ (the "Performance Letter of Credit"); capitalized terms used herein and not defined herein shall have the respective meanings set forth in the Performance Letter of Credit, that for value received Owner hereby irrevocably transfers to [name of Transferee] (the "Transferee") all rights of the undersigned under the Performance Letter of Credit, including all rights of the undersigned to draw under the Performance Letter of Credit and to execute and deliver drafts and draw certificates with respect hereto.

Owner hereby certifies that the Transferee has agreed in writing for Contractor's benefit to be bound by the provisions set forth herein.

By this transfer, all rights of Owner under the Performance Letter of Credit are transferred to Transferee and Transferee shall have sole rights with respect to the Performance Letter of Credit relating to any amendments thereof and any notices thereunder; and all references to "Beneficiary" or "Owner" in the Performance Letter of Credit, any drawing certificate substantially in the form of Attachment A or any other Attachments to the Performance Letter of Credit shall be deemed to mean the Transferee. All amendments are to be advised directly to the Transferee without necessity of any consent of or notice to the undersigned. Simultaneous with delivery of this notice to Issuer, a copy of this notice is being transmitted to Transferee.

The Performance Letter of Credit is returned herewith and Issuer is requested to endorse the transfer on the reverse thereof and forward it with your customary notice of transfer directly to the Transferee at the following address:

[address of Transferee]



A handwritten signature in blue ink, located at the bottom right of the page.

[Beneficiary name]

(or its permitted transferee in interest)

By: _____

Title: _____

Date: _____

SIGNATURE GUARANTEED

The Beneficiary's signature(s) with title(s) conforms with that on file with us and such is/are authorized for the execution of this instrument.

(Name of Bank)

(Bank Address)

(City, State, Zip Code)

(Telephone Number)

(Authorized Name and Title)

(Authorized Signature)



A handwritten signature in blue ink, consisting of stylized cursive letters.

SCHEDULE N-2

AIA Performance and Payment Bond Form

[REDACTED]

[Handwritten signature]

DRAFT AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

<< >>< >

SURETY:
(Name, legal status and principal place of business)

<< >>< >

OWNER:
(Name, legal status and address)

<< >>< >

CONSTRUCTION CONTRACT

Date: << >>

Amount: \$ << >>

Description:

(Name and location)

<<>>

<< >>

BOND

Date:

(Not earlier than Construction Contract Date)

<< >>

Amount: \$ << >>

Modifications to this Bond: << >> None << >> See Section 18

CONTRACTOR AS PRINCIPAL

 Company: *(Corporate Seal)*
SURETY

 Company: *(Corporate Seal)*

Signature:

Name and << >>< >

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature:

Name and << >>< >

Title:

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or BROKER:

<< >>

<< >>

<< >>

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

<< >>

<< >>

<< >>

<< >>

<< >>

<< >>

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 The Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the services or labor was done or performed, within ninety (90) days after having last performed services or labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13); or
- .3 have filed or recorded a claim of lien upon or against the Project or the Site (as defined in the Construction Contract).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13) or have filed or recorded a claim of lien upon or against the Project or the Site (as defined in the Construction Contract).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Promptly pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to promptly discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to promptly discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Not used..

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration the period of the applicable statute of limitations during which period such suits or actions may be commenced pursuant to Florida law.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Not Used.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

« N/A »

§ 19 Terms contained herein beginning with initial capital letters, unless otherwise defined in this Bond, shall have the meanings ascribed to them in the Construction Contract.

§ 20 The provisions of this Bond shall survive the expiration or termination, for any reason, of the Construction Contract.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature:

Name and Title:

Address:

« »« »

« »

Signature:

Name and Title:

Address:

« »« »

« »

lan

FOR A R

DRAFT AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

« »
« »

SURETY:

(Name, legal status and principal place of business)

« »
« »

OWNER:

(Name, legal status and address)

« »
« »

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:
(Name and location)

« »
« »

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and Title: « »

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

Signature:

Name and Title: « »

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »
« »
« »

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

« »
« »
« »
« »
« »
« »

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 The Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price, net of, and excluding, any sums which the Owner is entitled to setoff or withhold under the Construction Contract, in accordance with the terms of the Construction Contract to the Surety or to a contractor selected by the Surety, and acceptable to the Owner, in its sole discretion, to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense, subject to the consent of the Owner, which consent may be withheld in the Owner's sole discretion, take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine, in consultation with the Owner, the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, subject to agreement with the Owner, make payment to the Owner, which payment shall be subject to adjustment upon final completion of the Project, based upon the Contract Sum (as defined in the Construction Contract), as may be adjusted, plus the actual costs incurred by the Owner to perform any warranty Work, if any, performed during the warrant period as set forth in the Construction Contract.
- .2 Not used.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, less any sum the Owner is entitled to setoff or withhold, the Surety is obligated, without duplication, for



- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract and warranty Work during the warranty period as set forth in the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond plus the amount of reasonable attorneys' fees, design professional and delay costs as set forth in Section 7.2 and liquidated damages as set forth in Section 7.3.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be commenced during the period provided under the applicable statute of limitations during which period suits or actions may be commenced pursuant to Florida law.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract, or as otherwise defined in the Construction Contract.

§ 14.4 **Owner Default.** Not used.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.



§ 16 Modifications to this bond are as follows:

«N/A »

§ 17 Terms contained herein beginning with initial capital letters, unless otherwise defined in this Bond, shall have the meanings ascribed to them in the Construction Contract.

§ 18 The provisions of this Bond shall survive the expiration or termination, for any reason, of the Construction Contract.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:
Name and Title: « »« »
Address: « »

Signature:
Name and Title: « »« »
Address: « »

Exhibit A

Legal Description of the Property



RAM

SCHEDULE O-1

Contractor Safety Requirements

[REDACTED]



Avangrid Networks Contractor Safety Guide

ANHS-SOP-021

nm

A [REDACTED] controlled unless viewed online; validate before use.

Wm

TABLE OF CONTENTS

1. INTRODUCTION 3

2. CONTRACTOR RESPONSIBILITIES 3

3. ADMINISTRATIVE SAFETY REQUIREMENTS..... 4

4. CONTRACTOR ORIENTATION 6

5. GENERAL SAFETY REQUIREMENTS 7

6. ELECTRIC SYSTEM SPECIFIC SAFETY REQUIREMENTS18

7. EXCEPTIONS.....30

8. MULTI-EMPLOYER WORKPLACE.....30

9. PROGRAM EVALUATION31

10. RECORDKEEPING.....31

12. SUMMARY OF CHANGES33



1. INTRODUCTION

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

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

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

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

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

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

2. CONTRACTOR RESPONSIBILITIES

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

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

be responsible for ensuring its employees, subcontractors, and agents comply with these Contractor Safety Guide work rules.

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

3. ADMINISTRATIVE SAFETY REQUIREMENTS

3.1. Pre-Bid Meetings

This section applies to all Contractors, as needed.

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

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

3.2. Worker Qualification Assurance

This section applies to all Contractors, as needed.

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

The Contractor shall certify that:

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

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

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

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

3.3. Project Safety Plan

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

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

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

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

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

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

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

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

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

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

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

Location: Substation Yard

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

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

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

4. CONTRACTOR ORIENTATION

This section applies to all Contractors, as needed.

At [REDACTED] controlled unless viewed online; validate before use.

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

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

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

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

4.2. Information Transfer

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

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

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

5. GENERAL SAFETY REQUIREMENTS

5.1. Pre-Construction Meetings

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



5.1.1. Pre-Construction Meeting Guidelines

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

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

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

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

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

5.1.2. Required Meeting Documents

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

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

5.2. Related Documents

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

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

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

5.3. Safety Meetings

This section applies to all Contractors, as-needed.

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

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

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

5.4. Job Safety Briefs or Dynamic Risk Assessments

This section applies to all Contractors, as-needed.

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

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

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

5.5. Incident Analysis

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

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

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

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

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

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

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

5.5.1. Incident Response Steps

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

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

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

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

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

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

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

5.6. Other Reporting

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

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

5.7. First Aid / Medical Treatment

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

5.8. Alcohol, Drugs, and Firearms

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

5.9. Smoking

Smoking is strictly prohibited in all AVANGRID facilities and vehicles.

5.10. Housekeeping

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

5.11. Personal Protective Equipment (PPE) Requirements – General

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

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

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

- Clothing suitable for the work and the conditions under which the work is to be performed. Fire retardant (FR) clothing shall be worn when the contractor is exposed to flash hazard (8 calorie/cm² minimum).
- Safety glasses (including side shields) meeting the ANSI Z87 standard shall be worn on all sites.
- Protective gloves or other hand protection when exposed to hazards that may cause cuts or lacerations, abrasions, punctures; chemical burns, thermal burns or that may be absorbed through the skin.
- Safety hard hats approved for protection against electrical hazards during any work wherever an overhead hazard exists, such as construction areas and substations and during maintenance of overhead lines and underground lines, and while working on or with all associated equipment.
- Approved high-visibility warning garments must be worn whenever contractors are working on or adjacent to roads and exposed to moving equipment.
- Safety footwear with a protective toe must be worn whenever contractors are working in areas where there is a danger of foot injuries due to falling and rolling objects or objects piercing the sole. Approved electrical hazard, safety footwear with a protective toe must be worn whenever contractors are working in areas where its employees' feet are exposed to electrical hazards.

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

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

5.12. Life Jackets

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

5.13. Site Office Trailers

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

5.14. Hazardous Substances

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

5.15. Hot Work

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

5.16. Tools and Equipment

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

5.17. GFCI

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

5.18. Nail Guns and Powder-Actuated Tools

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

5.19. Ladders

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

5.20. Scaffolding

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

5.21. Rigging and Hoisting

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

5.22. Confined Space Entry (including Enclosed Space Entry)

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

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

5.23. Excavation Safety

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

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

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

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

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

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

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

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

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

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

5.24. Guarding of Holes and Openings

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

5.25. Work Zone Traffic Control

This section applies to all Contractors, as needed.



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

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

5.26. Signs, Signals and Barricades

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

5.27. Lockout/Tagout

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

6. ELECTRIC SYSTEM SPECIFIC SAFETY REQUIREMENTS

6.1. Flame-Resistant Clothing (FRC) Requirements

This section applies to all Contractors, as-needed.

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

FRC shall be worn as the outermost layer of clothing.

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

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

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

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

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

FRC shall meet a minimum arc rating of 8 cal/cm² (HRC 2) for energized electrical equipment unless otherwise specified based on increased potential of exposure. The FRC system for HRC 2 shall consist of an arc-rated FR shirt and FR pants, or FR coveralls.

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

6.2. Rubber Gloves and Sleeves

This section applies to all Contractors, as-needed.

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

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

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

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

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

A [REDACTED] controlled unless viewed online; validate before use.

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

6.3. Isolation of Energized Apparatus

This section applies to all Contractors, as-needed.

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

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

6.4. Tagging Out Lines or Apparatus:

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

6.5. Grounding:

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

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

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

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

6.6. Minimum Approach Distance (MAD):

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

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

6.7. Appointment of a Safety Observer

This section applies to all Contractors, as-needed.

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

The Safety Observer will be appointed:

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

6.8. Qualified Electrical Workers

This section applies to Electrical Projects/Activities.

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

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

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

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

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

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

6.9. Non-Electrical Workers

This section applies to all Contractors, as-needed.

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

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

They must know:

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

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

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

6.10. Asbestos and Lead Hazards

This section applies to all Contractors, as-needed.

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

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

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

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

6.11. Overhead Line Work

This section applies to all Contractors, as-needed.

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

PPE Requirements

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

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

Fall Protection

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

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

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

Implementation of Safety Specifications for Site Pole Delivery and Handling

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

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

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

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

Pole/Structure Inspection

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

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

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

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

6.12. Overhead Transmission Lines

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

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

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

6.13. Underground Operations Work

This section applies to all Contractors, as-needed.

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

PPE Requirements

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

Enclosed Space Monitoring and Ventilation

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

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

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

Enclosed Space Entry and Non-Entry Rescue

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

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

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

Equipment Safety Inspection

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

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

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

6.14. Substations

This section applies to all Contractors, as-needed.

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

PPE Requirements

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

Contractors will ensure FRC requirements are adhered to within substations.

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

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

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

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

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

Notification of Control Authority When Entering a Substation


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

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

Substation Work Area Identification

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

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

Herbicide Application

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

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

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

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

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

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

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

6.15. Gas Operations Work

This section applies to all Contractors, as-needed.

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

PPE Requirements

A [REDACTED] controlled unless viewed online; validate before use.



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

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

Gas Operations

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

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

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

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

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

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

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

6.16. Forestry and Vegetation Management

This section applies to all Contractors, as-needed.

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

PPE Requirements

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

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

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

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

Saws shall not be left unattended with the engine running.

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

One handed operation of a chain saw is prohibited.

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

Equipment and Work Methods

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

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

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

Identification of the current pay classification of each employee;

The date of progression to their current pay level;

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

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

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

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

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

Training

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

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

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

Herbicide Applications

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

6.17. Safe Vehicle Operations

This section applies to all Contractors, as-needed.

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

7. EXCEPTIONS

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

8. MULTI-EMPLOYER WORKPLACE

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

9. PROGRAM EVALUATION

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

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

10. RECORDKEEPING

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

11. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. SUMMARY OF CHANGES

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

Approved by: [Redacted] Controlled unless viewed online; validate before use.



A [REDACTED] trolled unless viewed online; validate before use.

UKU

SCHEDULE O-2

Supplemental Contractor Safety and COVID-19 Requirements

[REDACTED]



BES

AVANGRID'S CONTRACTOR SAFETY REQUIREMENTS – Kick-Off Meeting

Level of confidentiality:
INTERNAL USE

W
Rev. 0

Purpose

The purpose of this session is to ensure clear understanding of the expectations and practices that AVANGRID has for its contractors, subcontractors and agents in order to perform work at Company facilities, properties, designated work sites or construction sites.

Contractors must follow AVANGRID's requirements as well as their own rules that meet or exceed OSHA and other regulatory requirements.

The use and reference of these requirements will enable Company Contractors to share AVANGRID Networks' vision to be a world-class safety organization with a safe workplace.



References

The information for this session is based on:

- **ANHS-SOP-021** Avangrid Networks Contractor Safety Guide (External)
- **ANHS-SOP-020** Contractor Safety Management (Internal)

ukl

Contractor Responsibilities

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

- Contractors are responsible for their own safety compliance.
- Contractors shall at all times comply with: all federal, state, and local safety and health requirements; AVANGRID's Contractor Safety Guide, and its own safety procedures, policies, guidance, and/or work instructions and the Safety Plan.
- Contractors shall inform its employees, subcontractors, and agents of AVANGRID's Contractor Safety Guide prior to the commencement of any work, and ensure compliance.
- Contractors and subcontractors shall conduct a daily job brief meeting prior to the performance of any on-site work or services.

hxr

Contractor Responsibilities (Continued)

All BES Contractors, including also
Contractor's subcontractors,
must adhere to all requirements
defined in the
AVANGRID Contractor Safety Guide
ANHS-SOP-021

bxn

Contractor Health and Safety Orientation

- The Health and Safety orientation is intended to serve as a resource in order to provide the Contractor with the AVANGRID safety requirements.
- **The orientation session is not intended to train the Contractor management, their employees or their subcontractors.**

All **contractors'** employees (field or management) and subcontractors will be required to complete the **BES on-boarding Contractor Health and Safety Orientation and the Environmental Orientation.** Without these orientations, no employee will be allowed to be on site.

lum

ISNetworld

- Contractor safety begins with Procurement Process, all main contractors must be registered in ISNetworld.
- Contractor qualification is done through the ISNetworld verification grading.
- It shall be the Contractor's responsibility to keep the ISNetworld information updated during the execution of the project.
- Contractors shall have a passing grade of **71 points or more based** on various safety measures, otherwise, a Contractor Safety Grade Variance Approval Request Process shall be completed, and the process must be approved by AVANGRID Projects VP.



Site Safety Plan

- Contractors shall provide a **Project-Specific Safety Plan** prior to the start of construction of the project covering the contract scope of works and covering **each project activity**.
- Contractor shall communicate the **Project-Specific Safety Plan** to all involved employees. Such communication shall be documented and signed by all employees on site.
- For multi-employer work sites, the **Prime Contractor** is responsible for all their employees and subcontractors. The **Project-Specific Safety Plan** shall clearly state this responsibility.



Site Safety Plan (Continued)

At a minimum, the **Project-Specific Safety Plan** shall include the following elements:

- **Roles and responsibilities:** The plan shall identify who will be responsible for the project oversight and their qualifications.
- **Scope of Work:** Briefly state the scope of work as provided by AVANGRID. The plan must specifically address the project or contracted services requested by the Company.
- **Task and hazard identification and risk assessment of the hazards:** The Contractor shall identify **all significant tasks** and the anticipated hazards (JHA/JSA/Pre-Task Analysis). For each identified hazard, the Contractor shall specify measures that will be taken to mitigate these hazards (**Hazard Mitigation Procedures and Work Methods**)
- **Incident Analysis, Reporting and Investigation:** Follow the requirements referenced in this document.
- **Compliance Monitoring:** Explain how you will ensure that both your employees and subcontractors will achieve safety compliance.



Site Safety Plan (Continued)

The **Project-Specific Safety Plan** shall also include:

- Safety rules and regulations
- Safety inspections and frequency (facility, equipment, PPE, etc.)
- Safety training required, including safety orientation.
- Safety meetings (regular safety meetings, tailboard meetings, etc.)
- Safety performance and monthly report (shall be submitted to AVANGRID)
- Personal Protective Equipment (PPE)
- Housekeeping
- Snow removal (AVANGRID [SOP.P.E.07.04 Contractor Responsibilities for Snow Removal](#))
- Fire prevention
- Site Specific Emergency Response Plan
- Spill release control and response (spill containments, spill kits)



Site Safety Plan (Continued)

The **Project-Specific Safety Plan** shall also include (Continued):

- Equipment safe operation
- Equipment maintenance
- **Work safety procedures** (excavation, electrical safety, ladder safety, scaffolding safety, drop zone... and all applicable work safety procedures for the activities to be performed)
- Material handling
- Hazardous materials storage
- Hazard Communication/Global Harmonized System (GHS)
- Security management
- Alcohol, drugs and firearms
- Smoking
- COVID-19 safety guidance
- **And other safety requirements based on the Scope of the Project and AVANGRID Contractor Safety Guide.**



COVID-19

- **Contractor shall ensure its employees and subcontractors adhere to the distancing rules such as (but not limited to):**
 - 6 feet of personal separation
 - Handle own tools – do not share
 - Maintain continuity of operators on equipment
 - Wear face covering
 - Wash hands frequently. If soap and water are not readily available, use a hand sanitizer
 - Commute using the one person per vehicle rule
 - Tailboard must ask each employee daily if they feel well/have any COVID-19 symptoms or if anyone is returning from travel to states that have a significant degree of community-wide spread of COVID-19
 - Do not pass around the tailboard signature page, one person signs for all witnesses
 - **All meetings/tailboards discussions should be done outside (maintain 6' separation) – Consider other meeting arrangements such as tents as well as other communication equipment to facilitate social distancing while conducting meetings**

hku

The current State and CDC Guidance shall be followed!

COVID-19 (Continued)

- **Contractors shall establish mechanisms for ensuring workplace safety:**
 - **Daily Wellness Check-In (questionnaire, temperature check, etc.) –** Contractors shall ensure its employees and subcontractors entering the project site complete a Daily Wellness Check-In prior to reporting to the workplace.
 - **Follow the travel advisory for anyone returning from travel to states that have a significant degree of community-wide spread of COVID-19 -** Based upon Governor Cuomo's Executive Order 205, issued on June 25, 2020, the Contractor shall verify if its employees have traveled from within one of the designated states with significant community spread <https://coronavirus.health.ny.gov/covid-19-travel-advisory>. If that is the case, they must quarantine upon arrival to New York for 14 days from the last travel within such designated state, if on the date of arrival to New York State that state met the criteria for requiring such quarantine. **A negative Covid-19 test or the 14-day quarantine will be required before return to work.**
 - ✓ A travel enforcement operation will commence at airports across the state to help ensure travelers are following the state's quarantine restrictions. All out-of-state travelers from designated states must complete the Traveler Health Form upon entering New York.
 - ✓ Travelers coming to New York from designated states through other means of transport, including trains and cars, must fill out the form online: <https://forms.ny.gov/s3/Welcome-to-New-York-State-Traveler-Health-Form>

lulu

The current State and CDC Guidance shall be followed!

COVID-19 (Continued)

- **Contractors shall establish mechanisms for ensuring workplace safety:**
 - **Rules related to potential exposure and self-isolation - NOT** coming to work if sick or has been exposed to someone with COVID-19 or recent travel outside the US, or to one or more of currently restricted states, as defined by the NYS/DOH. These rules shall be discussed and reinforced during the tailboard meetings.
 - **Daily cleaning and disinfection procedures - Contractors** shall ensure a daily deep cleaning of the relevant workplace and common areas, including trailer office, door handles, handrails, etc.

The current State and CDC Guidance shall be followed!

COVID-19 (Continued)

- **Contractors shall establish mechanisms for ensuring workplace safety (Continued):**
 - **Trailer office capacity shall be carefully managed** - The number of personnel allowed in the office shall be posted outside of the trailer.
 - **Trailer office workstations** - Workstation seating shall be configured to ensure a 6-foot or greater physical distance.
 - **Visual markers indicating 6-foot spacing shall be installed on floors to support physical distancing in high traffic areas (i.e. trailer office, lunch area, etc.)** - If an area does not have a visual marker, employees shall use their best judgment and be respectful of other employees by maintaining physical distance.

The current State and CDC Guidance shall be followed!

COVID-19 (Continued)

- **Contractors shall establish mechanisms for ensuring workplace safety (Continued):**
 - **Signs shall be prominent in common areas providing clear and graphical explanation of the guidelines and requirements at the project site** - Good Hygiene Practices; Physical Distancing & Face Covering Requirements; Clear Desk Procedure; Daily Wellness Check In; Lunch Area Rules; State-Specific Signage as Required.
 - **Preventive materials and equipment shall be provided and managed. The inventory shall include, but not limited to:** Face Coverings; N95 Respirators (prior work task approval by AVANGRID); Gloves; Eye Protection; Disinfecting Products, Hand Sanitizer; and Wash Sink Basin near portable toilet facilities (highly recommended).



The current State and CDC Guidance shall be followed!

COVID-19 (Continued)

- **Contractors shall establish mechanisms for ensuring workplace safety (Continued):**
 - **All individuals must maintain a 6-foot distance from others while performing a task.** When not possible, AVANGRID requires previous evaluation of tasks supported with documentation and the spreadsheet of exception “**Tasks that Cannot Adhere to CDC Guidelines**” shall be sent to AVANGRID SHEQ Manager Sandy Bensley: SBensley@nyseg.com for the corresponding revision and approval. **All mitigation efforts and/or possibilities will need to be included in the specific work plan.**
 - **Visitors shall follow the same protocols as employees, including social distancing and face covering requirements when onsite.**

All individuals visiting AVANGRID buildings are required to be approved and comply with AVANGRID entrance protocols, including temperature checks, prior to entry. While in an AVANGRID workplace, visitors are also expected to comply with face covering and physical distancing requirements.



Handwritten signature

The current State and CDC Guidance shall be followed!

Worker Qualification Assurance

- In order to meet AVANGRID safety requirements, the Contractor must describe in their Project-Specific Safety Plan how workers, including subcontractors, are qualified.
- The Contractor must supply information concerning the type of skills assessment performed, training programs, and how they ensure that employees demonstrate competencies.

AVANGRID reserves the right to verify Contractor competency.

AKU

Letter of Assurance

- The Contractor shall certify in writing that:
 - ✓ The Contractor has been informed of Company safety requirements;
 - ✓ Employees and subcontractors have the appropriate qualifications to perform the work; and
 - ✓ The Contractor agrees to comply with all applicable safety requirements.
- The “**Letter of Assurance**”, shall be printed on the Contractor’s letterhead, signed by a principal of the Contractor, and delivered to the Contractor’s AVANGRID contact, or participants will upload this letter into ISNetworld to meet this requirement.



Letter of Assurance (Continued)

COMPANY LETTERHEAD

ADDRESS AND PHONE NUMBERS

Month / Day / Year

To: (AVANGRID Representative)

Address.....

.....

Re: (AVANGRID Project Name)

Subject: Contractor Letter of Assurance

Greetings,

(Contractor Name) certifies with this Letter of Assurance that a management representative has attended an Orientation conducted by an AVANGRID Representative. It is understood that this Orientation is intended to highlight and give a high-level awareness of the AVANGRID requirements. We agree to communicate these requirements to our employees and subcontractors and will comply with the requirements.

We certify that employees and subcontractors meet all federal, state, local laws/regulations and all employees have the proper training that can demonstrate compliance.

Regards,


llk

Incident Reporting

- **All Contractors** are required to **verbally report** any incident, including near misses, no matter how insignificant, to the Project Manager, Field Construction Manager or any other AVANGRID's representative according the **emergency contact list** order, until receive confirmation that the incident has been notified. **The incident shall be reported as soon as it is safe to do so.**

Each employee or contractor that signs in at the project site is required to check in with the FCM prior to departing for the day and verify that they have not had an incident that could later develop into an injury.

Contractor's Logo

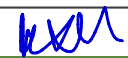


EMERGENCY CONTACT LIST

1. Provide emergency response, if necessary. Call 911 immediately.
2. All accidents, injuries and incidents, including near misses, no matter how insignificant, shall be verbally reported to the Project Manager, Field Construction Manager or any other Avangrid's representative according the contact list order, until receive confirmation that the incident has been notified. The incident shall be reported immediately after the situation has been stabilized.
3. The telephone reporting should include, at a minimum: name of company and person reporting, brief description, date and time of the incident, location, immediate actions that were taken, possible causes of incident, additional consequences caused by the incident (if applicable), project name.
4. The contractor representative shall then fill out the Avangrid's Contractor Incident Report Form (ANHS-FOR-020D), or equivalent, and deliver it to the Avangrid's representative **within 24 hours of the incident occurrence**. An incident investigation shall be conducted by the Contractor and submitted to Avangrid's representative **within 5 days of each occurrence**.

AVANGRID'S BES GROUP			
JOB POSITION	NAME	OFFICE NUMBER	CELLULAR
BES Project Manager			
BES Field Construction Manager			
BES Construction Manager			
BES Program Construction Manager	Eric Frazer	585.724.8665 207.629.2279	716.983.6764
BES Business Unit Manager			
BES Safety Specialist	Joselis Hernandez	585.724.8406	585.729.5262
BES Permitting Manager	Ben Virts	585.410.1203
BES Permitting Manager	Jacqueline Bruce	585.771.2679	860.748.8745
BES Quality Specialist	Kimberly Smith	585.724.8713	585.775.1635
AVANGRID'S SHEQ DEPARTMENT			
Quality Manager Projects	Sandy Bensley	585.484.4719	607.727.3256
SHEQ/RG&E Projects	Robert Hebing	585.771.2391
SHEQ/RG&E Projects	Peter Staples	585.771.4430
SHEQ/NYSEG Projects	Mark Smith	585.484.6970	203.788.1592
AVANGRID'S CORPORATE EH&S LEADS			
RG&E EH&S Lead Analyst	Ergin Akbas	585.953.6199

Page 1 of 2



Incident Reporting (Continued)


- **Telephone reporting should include, at a minimum:**
 1. Name of company and person reporting;
 2. A brief description of the incident;
 3. Date and time of incident;
 4. Location of incident (Identification of company facilities involved or other location);
 5. Immediate actions that were taken;
 6. Possible causes of incident;
 7. Additional consequences caused by the incident (environmental, any damage, theft, fire, loss of service), if applicable;
 8. Project name

lexu

Incident Reporting (Continued)

- A written incident report must be submitted to the AVANGRID's representative **within 24 hours of occurrence** using AVANGRID's form (ANHS-FOR-020D), or equivalent.

Contractors are required to ensure its employees, subcontractors, and agents are aware of who to contact in case of an emergency and AVANGRID's requirements for incident reporting.

 Contractor Incident Report			
Avangrid Networks Company:			Division:
Contractor:			Incident Date:
Incident Type: <input type="checkbox"/> Lost Time Injury <input type="checkbox"/> No Lost Time Injury		<input type="checkbox"/> Minor/First Aid Injury <input type="checkbox"/> Near Miss	<input type="checkbox"/> Preventable MVA <input type="checkbox"/> Non-Preventable MVA <input type="checkbox"/> Property Damage <input type="checkbox"/> Other Incident
Contract Employee Name:			Job Title:
Location of Incident (address or other descriptor):			
Injury: detail type of injury/illness (ie, strain, laceration), body part, and treatment (including if prescription obtained). Motor Vehicle Accident: detail damage to the vehicle and/or other property. Property Damage: detail damage.			
Incident Information: detail type of work being performed, what was happening at the time of the incident, the cause of the incident, if known, any witnesses, any involvement from law enforcement or medical personnel.			
<small>Note: the Avangrid Networks Project Representative shall submit this form to the local Safety Representative, Health & Safety (AvangridNetworksHealthSafety@Avangrid.com) and Claims (AvangridClaims@Avangrid.com)</small>			
ANHS-FOR-020D		April 2017	Page 1 of 1
<small>Avangrid Networks Proprietary Information. This document is uncontrolled unless viewed online; validate before use.</small>			

Incident Investigation

- Contractors shall investigate all accidents, injuries and incidents, including near misses. A written report shall be generated and submitted to AVANGRID's Representative **within 5 days of each occurrence**.
- The investigation report shall identify:
 - ✓ Contributing factors relating to the incident;
 - ✓ the corrective actions that will be taken to prevent reoccurrence;
 - ✓ the due date for such actions;
 - ✓ the responsible person for each of them;
 - ✓ pictures of the equipment, materials involved, etc.

The contractor shall notify the AVANGRID's representative when any action items have been completed.

In the event any contractor is ever informed by a third party or has reason to suspect that it is not in compliance with any of the foregoing, it shall immediately notify AVANGRID (**within 24 hours of discovery**) of such non-compliance, and take all appropriate action to remedy such non-compliance to the AVANGRID's satisfaction.


Site Specific Safety Requirements

Contractors shall meet the following requirements at the project site:

- **Site Specific Emergency Action Plan:** This plan shall be available and discussed during the tailboard meetings and whenever a new employee arrives on site.
- **Postings visible in the job trailer or site vehicle:**
 - ✓ Project Site Map
 - ✓ Emergency Route Map
 - ✓ Assembly Points
 - ✓ Emergency Contact List for all Key Personnel
 - ✓ Site Specific Emergency Action Plan
 - ✓ Nearest Clinic & Hospital
 - ✓ AVANGRID Incident Notification Flowchart
 - ✓ AVANGRID Contractor Spill Cards [ESOP-IUSA.021 Spill Management and Response for Contractors rev 0.pdf](#)
 - ✓ Safety Data Sheets (SDSs)
 - ✓ Regulatory Postings - OSHA act; Right to know; Wage Act



Site Specific Safety Requirements

- **Signages:**
 - ✓ Active Construction - Authorized personnel only
 - ✓ Entrance Signage - All visitors must sign in here with FCM
 - ✓ “Danger”, “Caution” Signage - Any areas restricted to entry by authorized persons
 - ✓ Overhead Hazard Signs
 - ✓ Detour Signage - Whether for vehicular or pedestrian traffic
 - ✓ COVID Signage - Number of personnel per trailer/control house
- **Site orientation for employees and visitors:** Contractors shall provide a safety orientation to all its employees and visitors. Records shall be kept and available at the work site for inspection.
- **Tailboard meetings:** Contractors shall conduct a job briefing with all employees involved prior to the start of work and ensures the site-specific hazards associated with the work to be performed are communicated. The job briefing shall be documented on an approved “Tailboard” Form and signed by each employee involved. Each contractor crew shall conduct these job safety briefs. The job briefings shall be available at the work site for inspection. 

Site Specific Safety Requirements (Continued)

- **Personal Protective Equipment:** Proper PPE will be required to be worn by the contractor's employees and their subcontractors' employees. FR rated clothing is required on all live substation sites regardless of the work activity being undertaken. FR rated clothing will not be required during the in-ground construction activities if the site is not live. During the above-ground construction, all personnel must wear FR rated clothing to access the substation regardless of whether the site is live or not.
- **Fire extinguishers:** Contractors shall ensure that fire extinguishers are readily available and monthly inspected. A fire extinguisher sign to indicate location and an inspection tag are required. In existing structures and construction site trailers, fire extinguishers must be wall mounted no higher than 4 feet above floor.
- **First aid and Blood Borne Pathogens kits:** At a minimum, contractors shall ensure that a **first-aid kit** and **blood-borne pathogens kit** are available for any possible injuries. Contractors shall ensure that first aid kits are maintained and annually inspected. A first aid kit sign to indicate location and an inspection tag are required.

lxxl

Site Specific Safety Requirements (Continued)

- **Safety Data Sheets:** Contractors shall ensure that an inventory of all hazardous materials brought on site is maintained. For all hazardous chemical, the SDS shall be readily available in print, or online.
- **Spill kits and Containment:** Contractors shall ensure spill kit materials and containment on site. It must be sized and adequate to respond to any potential spills based on the scope of work, which may include oil and/or chemical spill kits:
 - Oil spill kits are required in vehicles, and in control houses or other structures if oil filled equipment is present
 - Battery acid spill kits are required if there are lead acid battery banks present in control houses or other structures
 - NiCad battery spill kits are required if there are NiCad battery banks present in control houses or other structures
- **Housekeeping:** Contractors shall ensure that housekeeping rules are followed at the worksites. The job areas shall be maintained in a clean and orderly condition.
- **Snow removal:** The Prime Contractor shall be responsible for snowplowing, snow removal, and maintaining a safe and operational project site during adverse winter weather events, as described in the SOP.P.E.07.04 Contractor Responsibility for Snow Removal.



Site Specific Safety Requirements (Continued)

- **Equipment and tools:** Contractors shall ensure all equipment and tools used for the project are regular inspected and maintained to ensure good working conditions.
- **Illumination:** Whenever natural light is insufficient to adequately illuminate the work area, artificial illumination shall be provided by contractors to enable the employee to perform the work safely.
- **Toilets and facilities:** In accordance with the specifications of the safety standards in force, contractors shall provide on-site toilets, changing rooms, etc. according to the number of employees working on site. Contractors shall ensure that these facilities are kept suitably clean and tidy at all times.
- **Traffic control:** It shall be contractor's responsibility to establish the appropriate traffic control measures for construction vehicles entering and leaving the job site. The following shall be included in the traffic control provisions: signage, flaggers, permitting, and plans required.
- **Substation entry permit:** All contractor employees (field or management) and subcontractors that will work in a Substation will be required to complete the Substation Entry training.



Site Specific Safety Requirements (Continued)

- **SHEQ folders:** Contractors shall maintain up-to-date on-site Safety, Health, Environmental and Quality folders “SHEQ Folders”, which must contain all required forms, records, reports and support documentation associated with the project. The folders shall be available for inspection by AVANGRID.
- **Other applicable requirements according to the scope of work.**

The **Project-Specific Safety Plan** will be subject to evaluation by AVANGRID routine visits, compliance assessments, safety inspections and observations to ensure its compliance.

A handwritten signature in blue ink, appearing to be "Uxx".

Questions

**ANY
QUESTIONS
OR
COMMENTS?**



Ken

SCHEDULE P

Contractor Background Check Requirements

[REDACTED]

Background Check Requirements

Domestic Background Checks

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

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

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

extent permitted by, applicable state law. The Company may withhold its consent in its sole and absolute discretion. The failure of the Contractor to comply with the terms of this provision shall constitute good cause for termination of this Agreement by the Company, in whole or in part.

Foreign Background Checks

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

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

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

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

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

for AVANGRID Services Company (i) are duly affiliated to the Spanish Social Security and (ii) have the necessary academic and professional experience.

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

[REDACTED]

[REDACTED]