

MASTER SERVICES PROCUREMENT AGREEMENT

-Amendment -

Supplier: [REDACTED]

Purpose of Amendment: The contract is being extended due to pricing revisions.

This document constitutes the agreed upon amendment to the Master Service procurement Agreement between Utility Shared Services Corporation ("USSC") and [REDACTED] ("Supplier"), dated February 2 2009. Both parties agree that current terms and condition of the original Agreement shall remain in effect. This Amendment is effective as of January 1 2010.

All items listed below are subject to the contract terms and conditions.

I. Section 5.1 shall be modified to read:

This Agreement shall remain in effect through [REDACTED]

II. Schedule D shall be replaced in its entirety to include the following pricing revisions:

2009 unit rates for Plattsburgh shall reflect a [REDACTED] discount through [REDACTED]

2009 unit rates for Auburn shall remain the same through [REDACTED] with the exception of reduced rates for directional drilling, PID's 217 - 225.5.

SCHEDULE D

Rates for Auburn and Plattsburgh

The following rates will be effect from January 1, 2010 through

DEKATHERM				
NYSEG's MAIN PID(s) 2010 & 2011			Auburn	Plattsburgh
PID	PAY ITEM DESCRIPTION	UNIT	RATE	RATE
100	Install 2" or smaller PE main w/trench up to 500 LF off paved road.	Ft.		
101	Install 3" PE main w/trench up to 500 LF off paved road.	Ft.		
102	Install 4" PE main w/trench up to 500 LF off paved road.	Ft.		
103	Install 6" PE main w/trench up to 500 LF off paved road.	Ft.		
104	Install 8" PE main w/trench up to 500 LF off paved road.	Ft.		
105	Install 2" or smaller PE main w/o trench up to 500 LF off paved road.	Ft.		
106	Install 3" PE main w/o trench up to 500 LF off paved road.	Ft.		
107	Install 4" PE main w/o trench up to 500 LF off paved road.	Ft.		
108	Install 6" PE main w/o trench up to 500 LF off paved road.	Ft.		
109	Install 8" PE main w/o trench up to 500 LF off paved road.	Ft.		
110	Install 2" or smaller steel main w/trench up to 500 LF off paved road.	Ft.		
111	Install 3" steel main w/trench up to 500 LF off paved road.	Ft.		
112	Install 4" steel main w/trench up to 500 LF off paved road.	Ft.		
113	Install 6" steel main w/trench up to 500 LF off paved road.	Ft.		
114	Install 8" steel main w/trench up to 500 LF off paved road.	Ft.		
115	Install 10" steel main w/trench up to 500 LF off paved road.	Ft.		
116	Install 12" steel main w/trench up to 500 LF off paved road.	Ft.		
117	Install 16" steel main w/trench up to 500 LF off paved road.	Ft.		
118	Install 2" or smaller PE main w/trench up to 500 LF in paved road.	Ft.		
119	Install 3" PE main w/trench up to 500 LF in paved road.	Ft.		
120	Install 4" PE main w/trench up to 500 LF in paved road.	Ft.		
121	Install 6" PE main w/trench up to 500 LF in paved road.	Ft.		
122	Install 8" PE main w/trench up to 500 LF in paved road.	Ft.		
123	Install 2" or smaller PE main w/o trench up to 500 LF in paved road.	Ft.		
124	Install 3" PE main w/o trench up to 500 LF in paved road.	Ft.		
125	Install 4" PE main w/o trench up to 500 LF in paved road.	Ft.		
126	Install 6" PE main w/o trench up to 500 LF in paved road.	Ft.		
127	Install 8" PE main w/o trench up to 500 LF in paved road.	Ft.		
128	Install 2" or smaller steel main w/trench up to 500 LF in paved road.	Ft.		
129	Install 3" steel main w/trench up to 500 LF in paved road.	Ft.		
130	Install 4" steel main w/trench up to 500 LF in paved road.	Ft.		
131	Install 6" steel main w/trench up to 500 LF in paved road.	Ft.		
132	Install 8" steel main w/trench up to 500 LF in paved road.	Ft.		
133	Install 10" steel main w/trench up to 500 LF in paved road.	Ft.		

NYSEG's MAIN PID(s) 2010 & 2011			Auburn	Plattsburg
PID	PAY ITEM DESCRIPTION	UNIT	RATE	RATE
134	Install 12" steel main w/trench up to 500 LF in paved road.	Ft.		
135	Install 16" steel main w/trench up to 500 LF in paved road.	Ft.		
136	Install 2" or smaller PE main w/trench over 500 LF off paved road.	Ft.		
137	Install 3" PE main w/trench over 500 LF off paved road.	Ft.		
138	Install 4" PE main w/trench over 500 LF off paved road.	Ft.		
139	Install 6" PE main w/trench over 500 LF off paved road.	Ft.		
140	Install 8" PE main w/trench over 500 LF off paved road.	Ft.		
141	Install 2" or smaller PE main w/o trench over 500 LF off paved road.	Ft.		
142	Install 3" PE main w/o trench over 500 LF off paved road.	Ft.		
143	Install 4" PE main w/o trench over 500 LF off paved road.	Ft.		
144	Install 6" PE main w/o trench over 500 LF off paved road.	Ft.		
145	Install 8" PE main w/o trench over 500 LF off paved road.	Ft.		
146	Install 2" or smaller steel main w/trench over 500 LF off paved road.	Ft.		
147	Install 3" steel main w/trench over 500 LF off paved road.	Ft.		
148	Install 4" steel main w/trench over 500 LF off paved road.	Ft.		
149	Install 6" steel main w/trench over 500 LF off paved road.	Ft.		
150	Install 8" steel main w/trench over 500 LF off paved road.	Ft.		
151	Install 10" steel main w/trench over 500 LF off paved road.	Ft.		
152	Install 12" steel main w/trench over 500 LF off paved road.	Ft.		
153	Install 16" steel main w/trench over 500 LF off paved road.	Ft.		
154	Install 2" or smaller PE main w/trench over 500 LF in paved road.	Ft.		
155	Install 3" PE main w/trench over 500 LF in paved road.	Ft.		
156	Install 4" PE main w/trench over 500 LF in paved road.	Ft.		
157	Install 6" PE main w/trench over 500 LF in paved road.	Ft.		
158	Install 8" PE main w/trench over 500 LF in paved road.	Ft.		
159	Install 2" or smaller PE main w/o trench over 500 LF in paved road.	Ft.		
160	Install 3" PE main w/o trench over 500 LF in paved road.	Ft.		
161	Install 4" PE main w/o trench over 500 LF in paved road.	Ft.		
162	Install 6" PE main w/o trench over 500 LF in paved road.	Ft.		
163	Install 8" PE main w/o trench over 500 LF in paved road.	Ft.		
164	Install 2" or smaller steel main w/trench over 500 LF in paved road.	Ft.		
165	Install 3" steel main w/trench over 500 LF in paved road.	Ft.		
166	Install 4" steel main w/trench over 500 LF in paved road.	Ft.		
167	Install 6" steel main w/trench over 500 LF in paved road.	Ft.		
168	Install 8" steel main w/trench over 500 LF in paved road.	Ft.		
169	Install 10" steel main w/trench over 500 LF in paved road.	Ft.		
170	Install 12" steel main w/trench over 500 LF in paved road.	Ft.		
171	Install 16" steel main w/trench over 500 LF in paved road.	Ft.		

NYSEG SERVICE PID (S) – 2009			Auburn	Plattsbu
PID	PAY ITEM DESCRIPTION	UNIT	RATE	RATE
201	Install 2" or smaller PE service off paved road, main end work	Ea.		
202	Install 2" or smaller PE service off paved road, house end work	Ea.		
203	Install 2" or smaller PE service off paved road, w/trench and backfill	Ft.		
204	Install 2" or smaller PE service off paved road, w/o trench or backfill	Ft.		
205	Install 2" or smaller steel service off paved road, main end work	Ea.		
206	Install 2" or smaller steel service off paved road, house end work	Ea.		
207	Install 2" or smaller steel service off paved road, w/trench and backfill	Ft.		
208	Install 2" or smaller steel service off paved road, w/o trench or backfill	Ft.		
209	Install 2" or smaller PE service in paved road, main end work	Ea.		
210	Install 2" or smaller PE service in paved road, house end work	Ea.		
211	Install 2" or smaller PE service in paved road, w/trench and backfill	Ft.		
212	Install 2" or smaller PE service in paved road, w/o trench or backfill	Ft.		
213	Install 2" or smaller steel service in paved road, main end work	Ea.		
214	Install 2" or smaller steel service in paved road, house end work	Ea.		
215	Install 2" or smaller steel service in paved road, w/trench and backfill	Ft.		
216	Install 2" or smaller steel service in paved road, w/o trench or backfill	Ft.		
217	Install smaller than 2" PE service with customer installed conduit	Ft.		
218	Dig 6" wide trench for PE service	Ft.		
219	Dig 12" wide trench for PE service	Ft.		
220	Dig 18" wide trench for PE service	Ft.		
221	Dig 24" wide trench for PE service	Ft.		
222	Dig 36" wide trench for PE service	Ft.		
223	Dig 48" wide trench for PE service	Ft.		
224	Install 4" PE service off paved road, main end work	Ea.		
225	Install 4" PE service off paved road, house end work	Ea.		
226	Install 4" PE service off paved road, w/trench and backfill	Ft.		
227	Install 4" PE service off paved road, w/o trench or backfill	Ft.		
228	Install 4" steel service off paved road, main end work	Ea.		
229	Install 4" steel service off paved road, house end work	Ea.		
230	Install 4" steel service off paved road, w/trench and backfill	Ft.		
231	Install 4" steel service off paved road, w/o trench or backfill	Ft.		
232	Install 4" PE service in paved road, main end work	Ea.		
233	Install 4" PE service in paved road, house end work	Ea.		
234	Install 4" PE service in paved road, w/trench and backfill	Ft.		
235	Install 4" PE service in paved road, w/o trench or backfill	Ft.		
236	Install 4" steel service in paved road, main end work	Ea.		
237	Install 4" steel service in paved road, house end work	Ea.		

NYSEG SERVICE PID (S) – 2009			Auburn	Plattsbu
PID	PAY ITEM DESCRIPTION	UNIT	RATE	RATE
238	Install 4" steel service in paved road, w/trench and backfill	Ft.		
239	Install 4" steel service in paved road, w/o trench or backfill	Ft.		
240	Install 6" PE service off paved road, main end work	Ea.		
241	Install 6" PE service off paved road, house end work	Ea.		
242	Install 6" PE service off paved road, w/trench and backfill	Ft.		
243	Install 6" PE service off paved road, w/o trench or backfill	Ft.		
244	Install 6" steel service off paved road, main end work	Ea.		
245	Install 6" steel service off paved road, house end work	Ea.		
246	Install 6" steel service off paved road, w/trench and backfill	Ft.		
247	Install 6" steel service off paved road, w/o trench or backfill	Ft.		
248	Install 6" PE service in paved road, main end work	Ea.		
249	Install 6" PE service in paved road, house end work	Ea.		
250	Install 6" PE service in paved road, w/trench and backfill	Ft.		
251	Install 6" PE service in paved road, w/o trench or backfill	Ft.		
252	Install 6" steel service in paved road, main end work	Ea.		
253	Install 6" steel service in paved road, house end work	Ea.		
254	Install 6" steel service in paved road, w/trench and backfill	Ft.		
255	Install 6" steel service in paved road, w/o trench or backfill	Ft.		
256	Install up to 2" PE replacement service, up to 2", off paved road, main end work	Ea.		
257	Install up to 2" PE replacement service, up to 2", off paved road, house end work	Ea.		
258	Install up to 2" PE replacement service, up to 2", off paved road, w/trench and backfill	Ft.		
259	Install up to 2" steel replacement service, up to 2", off paved road, main end work	Ea.		
260	Install up to 2" steel replacement service, up to 2", off paved road, house end work	Ea.		
261	Install up to 2" steel replacement service, up to 2", off paved road, w/trench and backfill	Ft.		
262	Install up to 2" PE replacement service, up to 2", in paved road, main end work	Ea.		
263	Install up to 2" PE replacement service, up to 2", in paved road, house end work	Ea.		
264	Install up to 2" PE replacement service, up to 2", in paved road, w/trench and backfill	Ft.		
265	Install up to 2" steel replacement service, up to 2", in paved road, main end work	Ea.		
266	Install up to 2" steel replacement service, up to 2", in paved road, house end work	Ea.		
267	Install up to 2" steel replacement service, up to 2", in paved road, w/trench and backfill	Ft.		
268	Install 2" PE replacement service, up to 2", off paved road, main end work	Ea.		
269	Install 2" PE replacement service, up to 2", off paved road, house end work	Ea.		

NYSEG SERVICE PID (S) – 2009			Auburn	Plattsbur
PID	PAY ITEM DESCRIPTION	UNIT	RATE	RATE
270	Install 2" PE replacement service, up to 2", off paved road, w/trench and backfill	Ft.		
271	Install 2" steel replacement service, up to 2", off paved road, main end work	Ea.		
272	Install 2" steel replacement service, up to 2", off paved road, house end work	Ea.		
273	Install 2" steel replacement service, up to 2", off paved road, w/trench and backfill	Ft.		
274	Install 2" PE replacement service, up to 2", in paved road, main end work	Ea.		
275	Install 2" PE replacement service, up to 2", in paved road, house end work	Ea.		
276	Install 2" PE replacement service, up to 2", in paved road, w/trench and backfill	Ft.		
277	Install 2" steel replacement service, up to 2", in paved road, main end work	Ea.		
278	Install 2" steel replacement service, up to 2", in paved road, house end work	Ea.		
279	Install 2" or smaller steel replacement service, up to 2", in paved road, w/trench and backfill	Ft.		
280	Install replacement service, plastic insert, off paved road, main to curb valve	Ea.		
281	Install replacement service, plastic insert, off paved road, curb valve to meter	Ea.		
282	Install replacement service, plastic insert, off paved road, main to meter	Ea.		
283	Install replacement service, plastic insert, in paved road, main to curb valve	Ea.		
284	Install replacement service, plastic insert, in paved road, curb valve to meter	Ea.		
285	Install replacement service, plastic insert, in paved road, main to meter	Ea.		
286	Install replacement service with extra excavation per proposal definition	Ea.		
287	Complete gas service tie-over per proposal definition	Ea.		
288	Complete gas service retirement/abandonment	Ea.		

NYSEG MISCELLANEOUS PID (S)			Auburn	Platts
PID	PAY ITEM DESCRIPTION	UNIT	RATE	RA
301	Complete boring with 4" casing	Ft.		
302	Complete boring with 6" casing	Ft.		
303	Complete boring with 8" casing	Ft.		
304	Complete boring with 10" casing	Ft.		
305	Complete boring with 12" casing	Ft.		
306	Complete boring with 16" casing	Ft.		
307	Complete boring with 20" casing	Ft.		
308	Complete open cut installation with 4" casing	Ft.		
309	Complete open cut installation with 6" casing	Ft.		
310	Complete open cut installation with 8" casing	Ft.		
311	Complete open cut installation with 10" casing	Ft.		
312	Complete open cut installation with 12" casing	Ft.		
313	Complete open cut installation with 16" casing	Ft.		
314	Complete open cut installation with 20" casing	Ft.		
315	Install 2" and smaller carrier pipe by boring w/o casing	Ft.		
316	Install 3" carrier pipe by boring w/o casing	Ft.		
317	Install 4" carrier pipe by boring w/o casing	Ft.		
318	Complete tie-in using plastic high volume tee per proposal definition	Tie-In		
319	Complete 1 1/4" plastic tie-in by butt connection per proposal definition	Ea.		
320	Complete 2" plastic tie-in by butt connection per proposal definition	Ea.		
321	Complete 3" plastic tie-in by butt connection per proposal definition	Ea.		
322	Complete 4" plastic tie-in by butt connection per proposal definition	Ea.		
323	Complete 6" plastic tie-in by butt connection per proposal definition	Ea.		
324	Complete 8" plastic tie-in by butt connection per proposal definition	Ea.		
325	Complete 10" plastic tie-in by butt connection per proposal definition	Ea.		
326	Complete 12" plastic tie-in by butt connection per proposal definition	Ea.		
327	Complete 16" plastic tie-in by butt connection per proposal definition	Ea.		
328	Complete 1 1/4" steel tie-in by butt connection per proposal definition	Ea.		
329	Complete 2" steel tie-in by butt connection per proposal definition	Ea.		
330	Complete 3" steel tie-in by butt connection per proposal definition	Ea.		
331	Complete 4" steel tie-in by butt connection per proposal definition	Ea.		
332	Complete 6" steel tie-in by butt connection per proposal definition	Ea.		
333	Complete 8" steel tie-in by butt connection per proposal definition	Ea.		

NYSEG MISCELLANEOUS PID (S)			Auburn	Platts
PID	PAY ITEM DESCRIPTION	UNIT	RATE	RA
334	Complete 10" steel tie-in by butt connection per proposal definition	Ea.		
335	Complete 12" steel tie-in by butt connection per proposal definition	Ea.		
336	Complete 16" steel tie-in by butt connection per proposal definition	Ea.		
337	Complete ledge rock excavation, boulder removal, blasting, etc., per proposal definition	Yd. ³		
338	Provide tie-in hole in excess of 5' x 7' in surface area	Sq. Ft.		
339	Provide linear trench excavation and backfilling in excess of 5' of depth	Ft./Ft. of Depth		
340	Provide tie-in hole excavation and backfilling in excess of 5' of depth	Cu.Ft.		
341	Provide excavation during frost conditions at a depth in excess of 12" depth of frost	In.Depth h/ Ft.		
342	Saw cutting concrete	Ft.		
343	Saw cutting asphalt	Ft.		
344	Saw Cutting Concrete w/asphalt overlay	Ft.		
345	Complete fabrication welding of 2" pipe	Dia.In.		
346	Complete fabrication welding of 3" pipe	Dia.In.		
347	Complete fabrication welding of 4" pipe	Dia.In.		
348	Complete fabrication welding of 6" pipe	Dia.In.		
349	Complete fabrication welding of 8" pipe	Dia.In.		
350	Complete fabrication welding of 10" pipe	Dia.In.		
351	Complete fabrication welding of 12" pipe	Dia.In.		
352	Complete fabrication welding of 16" pipe	Dia.In.		
353	Test station installation, anode installation, clear foreign underground contact utilizing vachoe method for excavation per proposal definition	Ea.		
354	Test station installation, anode installation, clear foreign underground contact utilizing conventional method for excavation per proposal definition	Ea.		
355	Repair curb box and/or valve box per proposal definition	Box		
356	Provide #2 crushed stone per proposal definition	Ton		
357	Provide sand per proposal definition	Ton		
358	Provide crusher run per proposal definition	Ton		
359	Provide bank run gravel per proposal definition	Ton		
360	Provide processed bank run per proposal definition	Ton		
361	Provide item #4 per proposal definition	Ton		
362	Provide topsoil per proposal definition	Cu.Yd.		
363	Provide flowable fill per proposal definition	Cu.Yd.		
364	Provide labor, equipment and material to Install meter protection per proposal definition	Unit		

	NYSEG MISCELLANEOUS PID (S)		Auburn	Plattsbi
PID	PAY ITEM DESCRIPTION	UNIT	RATE	RATI
365	Provide labor, equipment and material to remove and replace 4" sidewalk	Sq. Ft.		
366	Provide labor, equipment and material to remove and replace 5" sidewalk	Sq. Ft.		
367	Provide labor, equipment and material to remove and replace 6" sidewalk	Sq. Ft.		
368	Provide labor, equipment and material to remove and replace concrete curb only	Ft.		
369	Provide labor, equipment and material to remove and replace concrete curb w/gutter	Ft.		
370	Provide labor, equipment and material to remove and replace concrete gutter only	Ft.		
371	Provide labor, equipment and material to remove and replace granite or stone curbing	Ft.		
372	Provide labor, equipment and material to remove and replace asphalt curbing	Ft.		
373	Provide labor, equipment and material to remove and replace asphalt curbing w/gutter	Ft.		
374	Provide labor, equipment and material to remove and replace asphalt gutter only	Ft.		
375	Remove and replace street by furnishing, delivering, installing and curing 1" hot mix as per proposal definition	Sq. Ft.		
376	Remove and replace street by furnishing, delivering, installing and curing 2" hot mix as per proposal definition	Sq. Ft.		
377	Remove and replace street by furnishing, delivering, installing and curing 3" hot mix as per proposal definition	Sq. Ft.		
378	Remove and replace street by furnishing, delivering, installing and curing 4" hot mix as per proposal definition	Sq. Ft.		
379	Remove and replace street by furnishing, delivering, installing and curing 5" hot mix as per proposal definition	Sq. Ft.		
380	Remove and replace street by furnishing, delivering, installing and curing 6" hot mix as per proposal definition	Sq. Ft.		
381	Remove and replace street by furnishing, delivering, installing and curing 7" hot mix as per proposal definition	Sq. Ft.		
382	Remove and replace street by furnishing, delivering, installing and curing 8" hot mix as per proposal definition	Sq. Ft.		
383	Remove and replace street by furnishing, delivering, installing and curing 10" hot mix as per proposal definition	Sq. Ft.		
384	Remove and replace street by furnishing, delivering, installing and curing 12" hot mix as per proposal definition	Sq. Ft.		
385	Remove and replace street by furnishing, delivering and installing wire mesh as per proposal definition	Sq. Ft.		
386	Remove and replace street by furnishing, delivering, and installing paving fabric as per proposal definition	Sq. Ft.		
387	Remove and replace street by furnishing, delivering, and installing 2" fiber mix as per proposal definition	Sq. Ft.		

	NYSEG MISCELLANEOUS PID (S)		Auburn	Platts
PID	PAY ITEM DESCRIPTION	UNIT	RATE	RA
388	Remove and replace street by furnishing, delivering, installing and curing hot seal as per proposal definition	Ft.		
	NYSEG MISCELLANEOUS PID (S)			
389	Remove and replace street by furnishing, delivering, installing and curing tack coat as per proposal definition	Ft.		
390	Remove and replace street by furnishing, delivering, installing and curing concrete as per proposal definition	Cu.Yd.		
391	Provide and deliver all material, grade, prepare seedbed and apply seed formula I up to 1,000 sq.ft.	Sq. Ft.		
392	Provide and deliver all material, grade, prepare seedbed and apply seed formula I over 1,000 sq.ft.	Sq. Ft.		
393	Provide and deliver all material, grade, prepare seedbed and apply seed formula II up to 1,000 sq.ft.	Sq. Ft.		
394	Provide and deliver all material, grade, prepare seedbed and apply seed formula II over 1,000 sq.ft.	Sq. Ft.		
395	Provide and deliver all material, grade, prepare seedbed and apply seed formula III up to 1,000 sq.ft.	Sq. Ft.		
396	Provide and deliver all material, grade, prepare seedbed and apply seed formula III over 1,000 sq.ft.	Sq. Ft.		
397	Provide and deliver all material, grade, prepare seedbed and apply seed formula IV up to 1,000 sq.ft.	Sq. Ft.		
398	Provide and deliver all material, grade, prepare seedbed and apply seed formula IV over 1,000 sq.ft.	Sq. Ft.		
399	Provide and deliver all material, grade, prepare seedbed and apply seed formula V up to 1,000 sq.ft.	Sq. Ft.		
400	Provide and deliver all material, grade, prepare seedbed and apply seed formula V over 1,000 sq.ft.	Sq. Ft.		
401	Provide and deliver all material, grade, prepare seedbed and apply seed formula VI up to 1,000 sq.ft.	Sq. Ft.		
402	Provide and deliver all material, grade, prepare seedbed and apply seed formula VI over 1,000 sq.ft.	Sq. Ft.		
403	Provide and deliver all material, grade, prepare seedbed and apply seed formula VII up to 1,000 sq.ft.	Sq. Ft.		
404	Provide and deliver all material, grade, prepare seedbed and apply seed formula VII over 1,000 sq.ft.	Sq. Ft.		
405	Provide and deliver all material, grade, prepare seedbed and apply seed formula VIII up to 1,000 sq.ft.	Sq. Ft.		
406	Provide and deliver all material, grade, prepare seedbed and apply seed formula VIII over 1,000 sq.ft.	Sq. Ft.		
407	Provide and deliver all material, grade, prepare seedbed and apply seed formula IX up to 1,000 sq.ft.	Sq. Ft.		
408	Provide and deliver all material, grade, prepare seedbed and apply seed formula IX over 1,000 sq.ft.	Sq. Ft.		
409	Provide and deliver all material, grade, prepare seedbed and apply hay mulch up to 1,000 sq.ft.	Sq. Ft.		
410	Provide and deliver all material, grade, prepare seedbed and apply seed hay mulch over 1,000 sq.ft.	Sq. Ft.		

	NYSEG MISCELLANEOUS PID (S)		Auburn	Plattsbur
PID	PAY ITEM DESCRIPTION	UNIT	RATE	RATE
411	Provide and deliver all material, grade, prepare seedbed and apply straw mulch up to 1,000 sq.ft.	Sq. Ft.		
412	Provide and deliver all material, grade, prepare seedbed and apply straw mulch over 1,000 sq.ft.	Sq. Ft.		
413	Provide and deliver all material, grade, prepare seedbed and apply wood fiber mulch up to 1,000 sq.ft.	Sq. Ft.		
414	Provide and deliver all material, grade, prepare seedbed and apply wood fiber mulch over 1,000 sq.ft.	Sq. Ft.		
415	Provide and deliver all material, grade, prepare seedbed and apply mulch binder up to 1,000 sq.ft.	Sq. Ft.		
416	Provide and deliver all material, grade, prepare seedbed and apply mulch binder over 1,000 sq.ft.	Sq. Ft.		
417	Provide directional drilling for PE main and service smaller than 2" as per NYSEG Technical Specification.	Ft.		
418	Provide directional drilling for steel main and service smaller than 2" as per NYSEG Technical Specification.	Ft.		
418	Provide directional drilling for 2" PE main and service as per NYSEG Technical Specification.	Ft.		
419	Provide directional drilling for 2" steel main and service as per NYSEG Technical Specification.	Ft.		
419	Provide directional drilling for 3" PE main and service as per NYSEG Technical Specification.	Ft.		
420	Provide directional drilling for 3" steel main and service as per NYSEG Technical Specification.	Ft.		
420	Provide directional drilling for 4" PE main and service as per NYSEG Technical Specification.	Ft.		
421	Provide directional drilling for 4" steel main and service as per NYSEG Technical Specification.	Ft.		
421	Provide directional drilling for 6" PE main and service as per NYSEG Technical Specification.	Ft.		
422	Provide directional drilling for 6" steel main and service as per NYSEG Technical Specification.	Ft.		
422	Provide directional drilling for 8" PE main and service as per NYSEG Technical Specification.	Ft.		
423	Provide directional drilling for 8" steel main and service as per NYSEG Technical Specification.	Ft.		
423	Hand or vacuum excavate, including mobilization, 12"-36" test hole to locate company underground facilities	Ea.		
424	Hand or vacuum excavate, including mobilization, 37"-59" test hole to locate company underground facilities	Ea.		
425	Hand or vacuum excavate, including mobilization, 60"-78" test hole to locate company underground facilities	Ea.		
426	Provide asphalt pavement for surface restoration of PID's 423, 424, 425 per proposal definition	Ea.		
427	Provide cold patch for surface restoration of PID's 423, 424 and 425 per proposal definition	Ea.		
428	Provide concrete pavement for surface restoration of PID's 423, 424, 425 per proposal definition	Ea.		

	NYSEG MISCELLANEOUS PID (S)		Auburn	Platts
PID	PAY ITEM DESCRIPTION	UNIT		
429	Provide vegetation for surface restoration of PID's 423, 424 and 425 per proposal definition	Ea.		
430	Provide 2-man crew for leakage repair and other maintenance activities per proposal definition	Hour		
431	Provide 2-man crew after 8 hour work day for leakage repair and other maintenance activities per proposal definition	Hour		
432	Provide 3-man crew for leakage repair and other maintenance activities per proposal definition	Hour		
433	Provide 3-man crew after 8 hour work day for leakage repair and other maintenance activities per proposal definition	Hour		
434	Provide 4-man crew for leakage repair and other maintenance activities per proposal definition	Hour		
435	Provide 4-man crew after 8 hour work day for leakage repair and other maintenance activities per proposal definition	Hour		
436	As-built documentation for services per proposal definition	Service		
437	As-built documentation for mains per proposal definition	100' Main		
	NYSEG METER PID (S)			
500	Rebuild or reconnect one residential meter for house line install, up to and including AL1000 meter	1@		
501	Relight per meter for one meter	1@		
502	Exchange meter, up to and including AL1000 meter	1@		
503	Rebuild or reconnect two residential meters for house line install, up to and including AL1000 meter.	2@		
504	Relight for 2 meters, up to and including AL1000 meter	2@		
505	Exchange 2 meters, up to and including AL1000 meter.	2@		
506	Rebuild or reconnect three or more residential meters for first house line install, up to and including AL1000 meter.	1@		
507	Rebuild or reconnect three or more residential meters for second house line install, up to and including AL1000 meter	1@		
508	Rebuild or reconnect three or more residential meters for third house line install, up to and including AL1000 meter	1@		
509	Relight per meter for three meters or more	1@		
510	Meter exchange for three meters or more	1@		
511	Rebuild/reconnect residential meters, house line installed up to and beyond 15'	Ft.		
512	Cut in residential regulator - may include orifice installation; second relight will be paid as an extra item	1@		
513	Relights per meter	Meter		
514	Meter exchange per meter	1@		
515	Rebuild/reconnect commercial meter set, 2" and less	Ea.		
516	Relight per commercial meter with up to 15 appliances, 2" and less	Meter		
517	Relight per commercial meter with 15-30 appliances, 2" and less	Meter		
518	Relight per commercial meter with over 30 appliances, 2" and less	Meter		
519	Commercial meter exchange for 2" and less	Ea.		

	NYSEG METER PID (S)		Auburn	Platts
PID	PAY ITEM DESCRIPTION	UNIT	RATE	RA
520	Commercial meter, building line installed beyond 15', 2" and less	Ft.		
521	Commercial meter, core drill for vent line/fuel run, 2" and less	Ea.		
522	Rebuild/reconnect commercial meter set, 3"	Ea.		
523	Relight per commercial meter with up to 15 appliances, 3"	Meter		
524	Relight per commercial meter with 15-30 appliances, 3"	Meter		
525	Relight per commercial meter with over 30 appliances, 3"	Meter		
526	Commercial meter exchange for 3"	Ea.		
527	Commercial meter, building line installed beyond 15', 3"	Ft.		
528	Commercial meter, core drill for vent line/fuel run, 3"	Ea.		
529	Rebuild/reconnect commercial meter set, 4"	Ea.		
530	Relight per commercial meter with up to 15 appliances, 4"	Meter		
531	Relight per commercial meter with 15-30 appliances, 4"	Meter		
532	Relight per commercial meter with over 30 appliances, 4"	Meter		
533	Commercial meter exchange for 4"	Ea.		
534	Commercial meter, building line installed beyond 15', 4"	Ft.		
535	Commercial meter, core drill for vent line/fuel run, 4"	Ea.		
	NYSEG URD PID (S) - 2009			
600	Excavation and backfill of 12" additional trench width for joint burial utilities per proposal definition	Ft.		
601	Excavation and backfill of 18" additional trench width for joint burial utilities per proposal definition	Ft.		
602	Excavation and backfill of 24" additional trench width for joint burial utilities per proposal definition	Ft.		
603	Assembly and installation of Schedule 40 PVC 4" electrical conduit in same trench as gas main per proposal definition	Ft.		
604	Assembly and installation of Schedule 40 PVC 6" electrical conduit in same trench as gas main per proposal definition	Ft.		
605	Installation of NYSEG supplied direct bury primary electrical cable in same trench as gas main per proposal definition	Ft.		
606	Installation of NYSEG supplied direct bury secondary electrical cable in same trench as gas main per proposal definition	Ft.		
607	Installation of NYSEG supplied fiberglass transformer pads per proposal definition	Ea.		
608	Installation of NYSEG supplied fiberglass handholes per proposal definition	Ea.		
	NYSEG O&M PID (S)			
700	Complete residential regulator and vent inspection per NYSEG O&M Manual Section 7.180 for 20 year survey (meter exchange and customer relight may be required)	Ea.		
701	Complete 20 year survey for meter exchange per NYSEG O&M Manual Section 7.180	Meter		
702	Complete 20 year survey for relights per NYSEG O&M Manual Section 7.180	Meter		
703	Complete meter exchange program as per proposal definition	Meter		
704	Complete meter exchange program for relights as per proposal definition	Meter		

	NYSEG EQUIPMENT PID (S)		Auburn	Plattsburg
PID	PAY ITEM DESCRIPTION	UNIT	RATE	RATE
800	Backhoe	Hr.		
801	Track Excavator	Hr.		
802	Hoe Ram	Hr.		
803	Barricades	Hr.		
804	Beveling Machine	Hr.		
805	Boring Machine	Hr.		
806	Breaker, Pavement	Hr.		
807	Compactor	Hr.		
808	Compressor, Air	Hr.		
809	Crane	Hr.		
810	Dozers	Hr.		
811	Generators	Hr.		
812	Loader	Hr.		
813	Pumps	Hr.		
814	Roller	Hr.		
815	Saw, Chain	Hr.		
816	Saw, Concrete	Hr.		
817	Sideboom	Hr.		
818	Tamper	Hr.		
819	Trailer	Hr.		
820	Trencher	Hr.		
821	Trucks, Pickup	Hr.		
822	Trucks, Tool	Hr.		
823	Hydroseeder	Hr.		
824	Dump Truck	Hr.		
825	Mulcher	Hr.		
826	Welding Rig	Hr.		
827	Vacuum Excavator	Hr.		
828	Trencher	Hr.		
829	Horz. Directional Drill	Hr.		
830	Steel Plates	Hr.		
831	Trench Shield	Hr.		
832	Fusion Machine	Hr.		
833	Electro Fusion Machine	Hr.		
834	Skid Steer	Hr.		

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

USSC

Jessica Raines
Signature

Jessica Raines
Vice President, Supply Chain

1/4/10
Date

SUPPLIER

[REDACTED]
Signature

[REDACTED]
Print Name

[REDACTED]
Title

12/7/09
Date

MASTER SERVICES PROCUREMENT AGREEMENT

THIS MASTER SERVICES PROCUREMENT AGREEMENT is made 2nd day of February by and between **UTILITY SHARED SERVICES CORPORATION**, a Delaware Corporation, with offices located at 89 East Avenue, Rochester, New York 14649 (hereinafter, "USSC") and [REDACTED] (hereinafter, "Supplier"). USSC and Supplier may be referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, USSC is authorized to assist the utility operating subsidiaries of Energy East Corporation identified in Schedule A, attached hereto and made part hereof, in procuring certain services that they may require from time to time in the operations of their respective businesses, including the services described in Schedule B, attached hereto and made part hereof (the "Services"); and

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

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

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

1. DEFINITIONS

As used in this Agreement:

- (a) "Affiliate" shall mean, with respect to a Party, any other entity Controlling, Controlled by, or under common Control with such Party. The term "Control" and its derivatives shall mean with regard to any entity, the legal, beneficial, or equitable ownership, directly or indirectly, of fifty percent (50%) or more of the capital stock (or other ownership interest, if not a corporation) of such entity ordinarily having voting rights.
- (b) "Company" shall mean the Affiliates of Utility Shared Services Corporation specified in Schedule A, attached hereto and made part hereof.

- (c) "RFP" shall mean a request for proposal for the Services which shall include a reasonably detailed description of the Services required by the Company(ies).
- (d) "Services" shall mean the services described in Schedule B, attached hereto and made part hereof.
- (e) "Terms and Conditions" shall mean the contractual terms and conditions governing the performance of the Services and related matters as set forth in Schedule C, attached hereto and made part hereof.
- (f) "Purchase Order" shall mean a purchase order or contract release order issued by the Company(ies) for Services purchased in accordance with this Agreement.
- (g) The "Effective Date" shall mean February 2, 2009.
- (h) "Term" shall mean the length of time this Agreement is in effect if not extended or terminated according to the terms of this Agreement.
- (i) "Small Business Concern" as defined by the Small Business Administration, shall mean a business that is independently owned and operated and which is not dominant in its field of operation. The law also states that in determining what constitutes as small business, the definition will vary from industry to industry to reflect differences accurately.

2. PROCESS FOR AWARDING SERVICES

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

(a) Issuance of Purchase Order. USSC or the Company(ies) requesting the Services shall issue, to the Supplier duplicate originals of a Purchase Order for the Services incorporating: (i) a scope of work consistent with the standards set forth in Schedule B, and (ii) the pricing terms set forth in Schedule D. Upon receipt of the authorized Purchase Order by an authorized representative of the Company requiring the Services, Supplier shall commence performance of the Services in accordance with the terms of this Agreement.

OR

(b) Issuance of an RFP. (i) USSC or the Company(ies) requesting the Services may issue an RFP to the Supplier for the required services. Within the time period specified in the RFP, Supplier shall issue a written proposal to USSC, or if so directed, to the Company specified in the RFP, setting forth: (1) a detailed

description of the Services to be provided by the Supplier, consistent with the scope and other requirements specified in the RFP, and (2) Supplier's fees and charges for completing the Services, which Supplier warrants will be calculated in accordance with the pricing terms set forth in Schedule D, attached hereto and made part hereof.

(ii) Within the time period specified in the RFP, USSC and/or the Company(ies) shall review the Supplier's proposal. If USSC and the Company(ies) requiring the Services, in their sole and absolute discretion, determine that they wish to award a contract for Services and thereupon select the Supplier's proposal, the Company shall issue an authorized Purchase Order for the Services (conforming with the requirements of Section 2.1(a), above, but also incorporating the Supplier's proposal for services priced on a fixed priced, unit priced, or time and materials – with or without a maximum cap - basis) to the Supplier at the address specified in Section 6.1, below. Upon receipt of the authorized Purchase Order by an authorized representative of the Company requiring the Services, Supplier shall commence performance of the Services in accordance with the terms, schedule, and resource assignments contained therein.

2.2 (a) Notwithstanding anything to the contrary in this Agreement or in any Purchase Order or RFP issued hereunder, the USSC make no representation or warranty that USSC or any Company(ies) will issue any Purchase Orders or RFP's, or any minimum dollar volume of Purchase Orders or RFP's, during the Term. The USSC or the Companies requesting Services may terminate a Purchase Order or RFP for such Services at any time in accordance with the terms of this agreement.

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

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

- (i) The Purchase Order (exclusive of its pre-printed terms and conditions on the back thereof);
- (ii) The Terms and Conditions attached hereto as Schedule C, as they may be amended or modified for the particular Purchase Order;

- (iii) The Scope of Services document attached hereto as Schedule B, as it may be amended, modified or supplemented for the particular Purchase Order; and
- (iv) This Agreement, including all Schedules other than those described in subsections (i), (ii), and (iii) above.

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

3. PRICING; PAYMENT; DISCOUNTS AND REFUNDS

- 3.1** (a) Supplier agrees that pricing, fees, pass-throughs, and other charges set forth in Schedule D will be incorporated into and used as the basis for all pricing, fees, pass-throughs, and other charges in: (i) any proposal issued by Supplier hereunder, and/or (ii) any Purchase Orders executed hereunder.
- (b) Supplier agree that the pricing terms set forth in Schedule D shall be fixed for the time period specified in such Schedule and shall not be subject to increase except as expressly specified in such Schedule.
- 3.2** (a) Supplier agrees that, in calculating any discounts or adjustments to prices, fees, pass-throughs, and charges set forth in Schedule D that are based upon volumes or quantities of Services awarded to Supplier, Supplier shall include in such calculation the volumes or quantities of Services for all Purchase Orders issued by the USSC or any Companies during the relevant time period.
- (b) Within [REDACTED] following each anniversary of the Effective Date of this Agreement, Supplier shall forward to the USSC a draft reconciliation statement showing Supplier's calculation of any rebates or refunds payable as a result of the total value of all Purchase Orders for Services executed by Companies with the Supplier during the preceding calendar year. The USSC shall review the reconciliation statement and will notify Supplier of any comments they may have with respect thereto within [REDACTED] of their receipt thereof. Supplier shall pay to the USSC the undisputed portion of any rebates or refunds due the Companies under executed Purchase Orders for Services within [REDACTED] following the earlier of: (i) Supplier's receipt of the comments of the USSC and Company's Affiliates, and (ii) the [REDACTED] period referenced in the immediately preceding sentence.

4. NO GUARANTY; HOLD HARMLESS

Supplier acknowledges and agrees that, notwithstanding anything to the contrary contained in this Agreement, any subsequently issued RFP, or in any Purchase Order

executed between Supplier and any Companies, that with respect to any Purchase Order for Services executed by any Company(ies) pursuant to this Agreement:

(a) All charges, fees, and expenses, as well as any credits, refunds, or rebates, resulting from Services rendered by Supplier pursuant to such Purchase Order shall be solely for the account of such Company(ies), and neither the USSC nor any other Companies shall be considered a guarantor or surety of any charges, fees, and expenses arising under such Purchase Order;

(b) All communications, notices, invoices, and reports resulting from Services rendered by Supplier pursuant to such Purchase Order shall be directed to the representative(s) of the Company(ies) identified in such Purchase Order;

(c) Supplier covenants not to sue the USSC or any other Company(ies), for any charges, fees, expenses, or claims arising from or attributable to Services rendered by Supplier pursuant to such Purchase Order; and

(d) Supplier shall hold the USSC and the other Companies and their respective employees, agents, officers, shareholders, and directors harmless from and against any and all damages or liabilities arising from or attributable to, directly or indirectly, the performance, non-performance, or other acts of the Company and its employees, agents, or representatives pursuant to such Purchase Order.

5. TERM

5.1 This Agreement shall remain in effect until terminated according to section 5.2 below.

5.2 (a) Utility Shared Services may terminate this Agreement at any time and for any or no reason upon [REDACTED] prior written notice. Upon the effective date of termination specified in Utility Shared Services' termination notice: (i) all RFP's, proposals, and unexecuted Purchase Order then in process shall be deemed canceled, unless otherwise agreed in writing by the Utility Shared Services Affiliate(s) requesting or issuing such RFP's, proposals, and/or Purchase Orders, and (ii) this Agreement shall be terminated without liability or obligation to the Parties, except for any liabilities and obligations of Supplier arising under any previously executed Purchase Orders. Utility Shared Services shall have no liability for any costs, expenses, or other fees incurred by Supplier in connection with any RFP's, proposals, or Purchase Orders that are in process upon the effective date of termination by Utility Shared Services.

(b) Termination of this Agreement by Utility Shared Services shall not effect, or result in, termination of any Purchase Orders executed by the parties thereto prior to the effective date of termination set forth in Utility Shared Services' termination notice; provided, however, that this subsection (b) shall not constitute

a waiver or relinquishment of any right of termination of any Utility Shared Services Affiliate(s) pursuant to the terms and conditions of such executed Purchase Orders.

6. GENERAL

- 6.1 Notices.** All notices, requests, demands, and determinations under this Agreement shall be in writing and shall be deemed duly given: (i) when delivered by hand, (ii) one (1) day after being given to an express courier with a reliable system for tracking delivery designating overnight delivery, (iii) when sent by confirmed facsimile with a copy sent by another means specified in this Section 6.1, or (iv) six (6) days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, and addressed to Party at the address(es) specified in Schedule F. A Party may from time to time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date upon which it will become effective.
- 6.2 Governing Law.** This Agreement and performance under it shall be governed by and construed in accordance with the laws of the State of New York; as such laws are applied to contracts between residents that are entered into and to be performed entirely within New York..
- 6.3 Binding Nature and Assignment.** This Agreement shall be binding on the Parties hereto and their respective successors and assigns. Neither Party may, or shall have the power to, assign this Agreement without the prior written consent of the other, except that the USSC may assign this Agreement and its rights and obligations hereunder without the approval of the Supplier, but on prior notice, to an Affiliate of the USSC who qualifies as a service USSC authorized to provide services to the utility operating companies of Energy East Corporation under the Public Utility Holding USSC Act of 1935, as amended, or any succeeding law or regulation.
- 6.4 Entire Agreement; Amendment.** This Agreement, including any Schedules referred to herein and attached hereto, each of which is incorporated herein for all purposes, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to the subject matter contained in this Agreement. No change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the Party against which such change, waiver, or discharge is sought to be enforced.
- 6.5 Counterparts.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.

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

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

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

USSC

Jessica Raines
Signature
Jessica Raines

Print Name

Vice President, Supply Chain
Title

2/5/09
Date

[REDACTED]
Signature

Print Name

[REDACTED]
Title

JANUARY 26 2009
Date

SCHEDULES:

- Schedule A: Companies
- Schedule B: Services
- Schedule C: Terms and Conditions
- Schedule D: Pricing Terms
- Schedule E: Notices

SCHEDULE A

Companies

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

New York State Electric & Gas Corporation
Corporate Drive, Kirkwood Industrial Park
PO Box 5224
Binghamton, NY 13902-5224

Rochester Gas and Electric Corporation
89 East Avenue
Rochester, NY 14649-0001

Connecticut Natural Gas
10 State House Square, 6th Floor
P.O. Box 1500
Hartford, CT 06144-1500

Southern Connecticut Gas
855 Main Street
Bridgeport, CT 06604

Berkshire Gas
115 Cheshire Road
Pittsfield, MA 01201

SCHEDULE B
DESCRIPTION OF SERVICES

Contract No.

SCHEDULE B

Scope of Services

Gas Construction & Maintenance Services

Contractor agrees to furnish all Labor, Equipment, Tools, Supervision, Transportation, Miscellaneous Material and all Other Services necessary to perform Gas Construction and Maintenance Contract work on an as agreed to basis based upon a EEMC Affiliate Work Authorization or Purchase Order release against this Master Agreement. All work shall be performed in a safe and workmanlike manner in accordance with the applicable EEMC Affiliate Gas Construction Standards and the Specifications and Standards detailed herein. Services may include, but are not necessarily limited to the following items of work:

Gas Construction

Mains

Steel

Welding

Plastic

Insertion

Steel and Plastic

New Development

Replacement

Policing/Flagging

Pre-construction test excavations

Dig Safety

Service Cutoffs

Construction Additions

Services

New

Plastic services

Steel services

Renewals

Steel

Plastic insertion

Plastic direct burial

Trenching & Excavation

Builder or customer-provided trenching

Joint trenching

Directional boring

Tie-in

Directional drilling

Restoration

Loam & Seed

Concrete

Asphalt

a. Flowable fill

Inspections

a. Bridge Inspection (C&M)

b. As-built mapping

Other

a. Farm taps

b. District regulators

c. Gate stations

d. Cathodic protection

e. Recycling

f. ROW clearing

Gas Maintenance

1) Leak Detection Surveys

a) Walking Surveys

b) Mobile Surveys

2) Valve Maintenance

3) Dig Safety

4) Joint Sealing

5) Building Inspections

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- 6) Vacuum Excavation
- 7) Corrosion Survey
- 8) Bridge Inspection

Specifications & Standards

The following are the common specifications as developed by the EEMC Affiliates. These common specifications supersede individual operating EEMC AFFILIATE specifications where there are overlaps.

The specifications and standards of the individual EEMC Affiliates shall apply to all other technical requirements to be performed under this Agreement.

1. Trench Preparation

1.1 Requirements

The intent of this trench preparation specification is to utilize the existing trench material whenever possible for padding, bedding, and backfill. The emphasis is always placed on utilizing the most efficient method for accomplishing this work with trench width and restoration requirements kept to a minimum.

The trench width table below is provided as a guide when consolidated rock or rocky soil conditions are encountered:

<u>Pipe Diameter</u>	<u>Backhoe Trench Width**</u>	<u>Trenching Machine Trench Width *</u>
½" - 2"	12"	3"
3" - 4"	12"	6"
6" - 8"	18"	18"
10" - 12"	24"	24"
14" and over	as directed	as directed

*Allowable only when excavated material is suitable for bedding and padding. The material may consist of smooth rounded stones up to ¾ inch when determined and authorized by the EEMC Affiliate inspector.

**Any excess width shall be approved by an authorized EEMC Affiliate representative prior to the start of construction.

- 1.2 The nominal depth of cover for main installed in traveled portion of roadway is 30".
- 1.3 Off-roadway, the nominal depth of cover will be 24".

2. Protection of Catch Basins, Gutters and Other Facilities

2.1 Exercising Reasonable Care

The Contractor shall exercise "Reasonable Care" when working in proximity to the underground facilities of any public utility. Reasonable care shall include, without limitation, the use of construction methods appropriate to ensure the integrity of existing utility facilities and their man-made temporary and permanent support including but not limited to adequate and proper shoring and proper backfill methods and techniques; the selection of equipment and explosives capable of performing the work with the minimum reasonable likelihood of disturbance to underground facilities; adequate supervisory personnel to ensure proper actions; proper understanding by the personnel on the job site of the authority of all parties involved in the activity so that prompt action can be taken in the event of unanticipated contact with underground facilities; adequate training of employees in executing their assignments to ensure protection of utility facilities and the public; maintaining necessary liaison with owners of underground facilities; sponsoring preplanning and preconstruction meetings as necessary, and complying with all applicable laws and regulations.

If the excavator is utilizing trenchless excavation, the excavator shall, if such excavation is expected to cross or encroach within the approximate location of underground facilities

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either horizontally or vertically, prior to crossing or encroaching, determine the precise location of such underground facilities expected to be so crossed or encroached.

2.2 Protection of Catch Basins

Prior to excavating, the Contractor shall protect the area by installing approved silt screen, straw bales or other erosion control devices as required by Town or State officials having jurisdiction. Straw bales or equivalent materials shall be placed in the immediate area of the excavation on a daily basis to prevent sediments from entering the storm sewers in the event of rain. The Contractor shall supply, maintain, and remove sediment and erosion control devices.

The Contractor shall conform to all Federal, State, and local laws, ordinances, rules and regulations governing the manner in which surface and ground waters are pumped and the manner of disposing such pumped waters.

2.3 Trees, Shrubbery, Flowers and Other Vegetation

Trimming, pruning, temporary or permanent removal of trees or shrubbery is strictly prohibited unless authorized in writing by an authorized EEMC Affiliate representative. Any unauthorized removal will become the responsibility of the Contractor. The Contractor will use extreme care when excavating in line assignments near trees. Erecting temporary snow fencing shall be required to protect the tree trunks from equipment damage during construction. When excavating in the proximity of the tree drip line, care must be taken to minimize root damage and minimize soil compression over the root zone adjacent to the trench line. All tree protection and root care (when required) will be in accordance with applicable city/town tree protection specifications.

2.4 Sprinkler Systems/Electronic Fencing

Contractors shall inquire to and investigate the possibility of exposing a sprinkler system or underground electric fencing. If encountered, care shall be used when working within the area. The Contractor will be responsible for any damage which may occur.

2.5 Fencing, Mailboxes and Other Markers

The temporary removal of fencing, mailboxes or other items shall be allowed provided the Contractor has received prior authorization from EEMC Affiliate, municipal, State, Federal or private property owner. It shall be the Contractor's responsibility to replace at that exact location the item which was removed and meet the approval of EEMC Affiliate, municipal, State, Federal or private property owner.

3 Road Cutting and Excavation

Road cutting and trench excavation shall be done in a manner so the construction area can be restored to its original condition. A continuous cut shall be made through the asphalt to the sub-base of the roadway by means of an asphalt cutter saw, cutter wheel or other methods approved by a authorized EEMC Affiliate representative. Saw cutting blacktop or concrete up to six (6) inches of depth is to be included in the "In Established Roadway" unit rate. Saw cutting blacktop or concrete over six (6) inches will be paid as an extra per linear foot of trench and will include removal of material.

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4. Disposal of Excavated Material:

All excavated material not suitable for backfilling as determined by authorized EEMC Affiliate representative, including concrete and paving material, shall be removed from the job site. It shall be the responsibility of the Contractor to dispose of all excavated material properly to an approved disposal site in accordance with all applicable town, State/Federal (EPA) regulations and/or statutes governing the disposal or the recycling of said materials and the disposal site. The Contractor shall be solely responsible for all damages or litigation resulting from improper dumping or recycling operations.

5. Shoring

It is the responsibility of the Contractor to ensure the safety of workers while working in a trench excavation. OSHA Rules and Regulations regarding shoring (29 CFR Part 1926) shall be followed at all times.

6. Bedding & Padding

- 6.1 The bottom of all trenches shall be padded with a minimum of 3" of suitable native material or sand, if approved by the authorized EEMC AFFILIATE representative
- 6.2 Each main shall be supported on well compacted padding to minimize pipe strain and external loading.
- 6.3 The area above the pipe will be 6" of suitable native material or sand.

7. Customer Trenching – Responsibility of the Contractor

- 7.1 It is the responsibility of the pipe contractor or customer to ensure that all EEMC Affiliate standards are followed during the installation of gas piping in a customer dug trench. This includes minimum trench width requirements, vertical and horizontal clearance, cover, sand padding, tracing wire, warning tape, and backfilling. The pipe Contractor shall contact an authorized EEMC AFFILIATE representative if the excavator is not following all EEMC Affiliate standards.
- 7.2 The Contractor is responsible to excavate and install pipe between the development's property line and the main in the public right of way.
- 7.3 The Customer is responsible for providing suitable bedding and padding material.

8. Backfilling

8.1 Public Right of Way, including Traveled Shoulder of the Road

8.1.1 Traveled portion of the roadway

Tamping shall be done in accordance with New England Gas Association (NEGA) protocol

8.1.2 Grassy area between shoulder of road and private property line

Tamping shall be done by a maximum of 12" lifts

8.2 Backfill Specifications

8.2.1 Off-Road Excavations

Backfill can be suitable native material containing stones up to approximately six (6) inches diameter. The surface of the trench shall be hand raked smooth and left level. All rock and other debris shall be removed from the job site.

8.2.2 Concrete Roadway

Contract No.

This area will limit the size of the native material returned to the open ditch as backfill to stones up to three (3) inches in diameter. If municipal or state regulations supersede they must be followed if more stringent than the NEGA protocol.

8.2.3 Bituminous Concrete Roadway

Backfill material will follow NEGA protocol. The backfill requirement for this area will limit the size of the native material returned to the open ditch as backfill to

stones up to three (3) inches in diameter. If municipal and state regulations supersede they must be followed if more stringent than the NEGA protocol.

8.2.4 Sidewalks – Concrete, Blacktop, Brick or Stone

Backfill material shall be suitable native material placed and compacted at a maximum of 12" lifts.

8.3 Warning Tape

Warning tape shall be placed one foot below finish grade directly above the gas piping, except for gas piping installed in concrete roadways. For concrete roadways, warning tape shall be placed 8 inches below the base of the concrete. Warning tape is not required when installed in a boring, casing or directional drilling.

8.4 Dust and Clean Up

Streets shall be thoroughly cleaned of all construction materials, excess earth, rock and other debris. The Contractor shall take the necessary precautions to prevent and avoid dust. Dust control agents may be required based on conditions and will be the responsibility of the Contractor. The Contractor will be required to follow the regulations set forth by company, State, town, city or municipality in which the work is being performed.

9. Support of Exposed Facilities

The Contractor shall be responsible for properly protecting and supporting all exposed underground facilities. When such protection or support is required, the proper utility shall be notified immediately.

10. Installation of Curb Boxes

When curb valve boxes are used, they shall be installed in a manner so as not to impose any loading or stress on the pipe.

11. Temporary Paving Specifications

Prior to paving the trench, the existing edges of the bituminous shall be cut back and squared off in neat, straight lines parallel to the center line of the trench.

EEMC Affiliate employees, or sub-contractors, are required to fill out the proper boxes on the work order form for any type of restoration which has been disturbed during the excavation for the installation of natural gas lines, facilities or any repair work associated with EEMC AFFILIATE installations.

Contract No.

11.1 Bituminous Concrete Specifications

- Class 1 Surface Course (Heavy Duty) highways, industrial areas, trucking terminals. Can be used as binder for two-course construction. $\frac{3}{4}$ " Aggregate with 95-100% Passing. Has a Coarse to Medium Texture and is AC-20 Asphalt Cement type of Bitumen.
- Class 1A (Binder Course) First Course of two-course pavement structure. Material should be placed on prepared premix base, dense graded crushed stone base or equivalent. $\frac{3}{4}$ " Aggregate with 90-100% Passing. Has a Coarse to Medium Texture and is AC-20 Asphalt Cement type of Bitumen.
- Class 2 Surface Course (Grading 2) for highways, access roads, parking areas and driveways. $\frac{3}{4}$ " Aggregate with 90-100% Passing. Has a Medium to Fine Texture and is AC-20 Asphalt Cement type of Bitumen.
- Class 3 (Curb Mix) Bituminous Concrete Curbing and handwork. $\frac{3}{8}$ " Aggregate with 95-100% Passing. Has a Fine Texture and is AC-20 Asphalt Cement type for Bitumen.
- Class 4 (Premix Base) Base Course for heavy duty pavements. Material should be placed on prepared sub base to conform to grade as shown on project plans. $1\frac{1}{4}$ " Aggregate with 100% Passing. Has a Coarse Texture and is AC-20 Asphalt Cement type of Bitumen.
- Class 5 Cold Patch or other approved material shall be used when hot mix is not available. If required by municipality High-Performance Cold Patch will be used.
- Driveway Mix A Combination of Class 2 and Class 3 determined by the supplier.

11.2 Bituminous Concrete preparation for Infrared Restoration

Vertical sidewall edges of the trench shall be swept clean and coated thoroughly with tack coat emulsion applied with a brush prior to placing each course of hot bituminous.

Hot rolled bituminous concrete shall be installed in all roadway trenches when seasonally available. The vertical sidewall edges of the existing bituminous shall be swept thoroughly clean and coated evenly and completely with type tack coat emulsion applied with a brush or soft broom prior to placing each course of hot bituminous then compacted or rolled to specification. The thickness of the hot bituminous shall be equal to the amount removed or minimum of 4; deposited in two 2" courses maximum. No course shall be deposited greater than 2" thick when compacted. Hot patch shall be installed to accept infrared sealing.

Two inches of hot bituminous concrete is required in State highway roadways unless otherwise directed by the authorized EEMC AFFILIATE representative.

Hot bituminous temporary patch is required in excess of 4" for all towns and State highways.

Written approval is required prior to placing hot bituminous in excess of 4"

All bituminous shall be rolled with a static power roller (3 ton or equivalent) or approved by EEMC Affiliate and/or town officials.

Contract No.

Cold temporary patch (after closing of asphalt plants) 2" of high performance cold patch shall be installed on trenches and properly compacted or rolled in place when hot patch is not seasonably available.

11.3 Bituminous Concrete – for Temporary Restoration

Vertical sidewall edges of the trench shall be swept clean and coated thoroughly with tack coat emulsion applied with a brush prior to placing each course of hot bituminous.

Hot rolled bituminous concrete shall be installed in all roadway trenches when seasonably available. The vertical sidewall edges of the existing bituminous shall be swept thoroughly clean and coated evenly and completely with type tack coat emulsion applied with a brush or soft broom prior to placing each course of hot bituminous then compacted or rolled to specification. The thickness of the hot bituminous shall be equal to the amount removed or minimum of 2"; deposited in one 2" course. No course shall be deposited greater than 2" thick when compacted.

Two inches of hot bituminous concrete is required in State highway roadways unless otherwise directed by the authorized EEMC AFFILIATE representative.

Written approval is required prior to placing hot bituminous in excess of 2".

All bituminous shall be rolled with a static power roller.

11.4 Cold Patch

2" of cold patch shall be installed on trenches and properly compacted or rolled in place. If municipal or state regulations require a high performance cold patch Contractor will comply.

11.5 Concrete Base

Two inches (2") of hot rolled bituminous concrete shall be installed in all roadway trenches that have a concrete base. The vertical side wall edge of the existing bituminous shall be swept thoroughly clean and coated evenly and completely with tack coat emulsion applied with a brush or soft broom prior to the placement of hot bituminous; then compacted or rolled to specification.

11.6 Sidewalk

If the municipality requires temporary sidewalk restoration, the edges of the existing sidewalk shall be reestablished. Six inches (6") of process stone shall be installed under the entire width maintaining a straight edge. Two inches (2") of hot rolled bituminous concrete will be installed.

11.7 Trench Maintenance.

The Contractor will be responsible for temporary patch on trenches for a maximum of 180 days from completed installation or until permanent restoration. The Contractor shall be responsible to inspect said trenches on a periodic basis for settlement. No additional charges will be accepted by EEMC AFFILIATE for trench repair in this 180 day period. Hot rolled bituminous concrete shall be installed on all trenches when seasonably available.

In the event of trench settlement during the 180-day period, the trench shall be repaired with hot rolled bituminous material to accept the infrared paving. The Contractor will be responsible for additional costs of paving if the trench is not repaired with hot bituminous.

SCHEDULE C

TERMS AND CONDITIONS

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Attachment 1: Energy East Work Rules

CONDITION 1. – SCOPE OF WORK

Pursuant to that certain Master Services Procurement Agreement (the "Master Agreement") between USSC and [REDACTED] ("Supplier"), the entity named (hereinafter, the "Company") in the given Purchase Order (the "Purchase Order"), engages the Supplier, and the Supplier hereby agrees to perform the Services.

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

The provision of the Services shall be governed by the following documentation:

- (i) The Purchase Order (exclusive of its pre-printed terms and conditions on the back thereof);
- (ii) These Terms and Conditions;
- (iii) The Scope of Services document attached to the Master Agreement as Schedule B, as it may be amended, modified or supplemented for the Purchase Order; and
- (iv) The Master Agreement, including all Schedules other than those described in subsections (i), (ii), and (iii) above.

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

All work shall be invoiced in accordance with the Pricing Schedule included in Schedule D, attached hereto and made a part hereof (unless otherwise agreed to in writing by the Company).

Supplier further agrees to do the following:

- A. Supplier, through its experience and the normal course of business, has included full provision for local wage rates, travel and subsistence rates, allowances and conditions, if any, as well as allowances for any other measures necessary to complete the work in a satisfactory manner in accordance with the Agreement Provisions.
- B. Supplier has read, understands and shall comply with all Site Conditions as included in Attachment A, hereby referred to as "Special Conditions", attached hereto and made a part hereof.
- C. Upon execution of a Company Purchase Order:
 - 1) Supplier has examined all available records pertaining to the work that Supplier has received.

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

CONDITION 2. - CONTRACT PRICE

The total price for the Services (madeup of the costs, fees and expenses arising from work performed under this Agreement) shall be set forth in the Purchase Order and shall be considered fixed.

THIS AGREEMENT DOES NOT ASSIGN, NOR GUARANTEE ANY SPECIFIC AMOUNT OF WORK OR MONIES TO SUPPLIER. EXECUTION OF A COMPANY PURCHASE ORDER INCORPORATING BOTH THE TERMS AND CONDITIONS OF THIS AGREEMENT AND SPECIAL CONDITIONS PERTAINING TO THE PROJECT IS THE ONLY MEANS TO COMMIT ANY WORK OR MONIES UNDER THIS AGREEMENT.

CONDITION 3. - INVOICES

- A. Supplier will address and mail invoices and all other correspondence to the Company at, (See Company Purchase Order), showing thereon the Company Purchase Order Number, Company Location, and Job name or other designated information. Invoices shall show the extent of work accomplished and shall be rendered on a monthly basis, or as otherwise agreed to.

A fully executed copy of the applicable Company Purchase Order issued as a release against this Blanket Agreement shall accompany each respective invoice submitted by Supplier to Company for payment.
- B. In the case of Unit Rate contract work, invoices for completed work shall be submitted together with supporting documentation to verify quantities and charges incurred.
- C. No Time and Material work shall be authorized under this Agreement without prior, formal written approval from the Company. In the case of Time and Material contract work, invoices for completed work shall be submitted together with supporting time sheets for labor and equipment. Invoices for material used must be in accordance with the appropriate prices appearing in the Material Price Schedule. In addition, time sheets shall be submitted to the Company on a daily basis and shall provide sufficient detail to adequately describe the work performed and its location.

D The Contractor shall submit a [REDACTED] invoice including the following: If applicable, the name of the Company maintenance center for which each Locate or service was performed. The period during which the services (were performed) The total number of Locates and other services performed for the Company and the price for each. The total number and nature of any additional services (such as Call Outs) performed for the Company and the price for each. The total charge for work done during the period covered by the invoice

4.1 The Contractor shall submit a [REDACTED] invoice including the following:

4.1.1 If applicable, the name of the Company maintenance center for which each Locate or service was performed.

4.1.2 The period during which the services (were performed).

4.1.3 The total number of Locates and other services performed for the Company and the price for each.

4.1.4 The total number and nature of any additional services (such as Call Outs) performed for the Company and the price for each.

4.1.5 The total charge for work done during the period covered by the invoice

CONDITION 4. - PAYMENT

- A. Fees and other amounts due to the Supplier hereunder shall be paid [REDACTED]
- B. Payments of any undisputed portions of an invoice will be made on the [REDACTED] after the receipt by Company of a properly completed invoice, supported by original receipts, and detailing the travel expenses and the fee. If Company disputes any portion of an invoice, it shall notify Supplier within [REDACTED] from receipt of such invoice of the reasons for such dispute, and Company and Supplier shall cooperate in resolving such dispute.

CONDITION 5. - TAXES

Price does not include sales/use taxes. The Company Purchase Order shall determine the payment of any Sales/Use Taxes (Exempt Certificate issued, Supplier bills direct to Company or Company pay direct).

Payroll Taxes / Contributions

Supplier shall be responsible for payment of and assumes exclusive liability for any and all contributions or taxes imposed by or required under the laws of the State of New York or any other state, or the Federal Social Security Act or any other act, now or hereafter in effect, upon or in respect to, wages, salaries, benefits or other compensation paid to employees engaged upon or in connection with the work to be performed by Supplier.

Withholding

Company shall withhold from any payments due Supplier hereunder any amounts that it is required to withhold pursuant to any Federal or State tax laws.

CONDITION 6. - CHANGES

Should changes be necessary for any Company Purchase Order, a revision to the applicable authorization shall be required.

No changes in the Agreement will be made without an Agreement Supplement. Unless otherwise agreed, all Supplements shall be governed by the conditions of this Agreement.

CONDITION 7. - CLAIMS/DISPUTES

- A. Any claims by Supplier relating to this Agreement, must be submitted in writing within [REDACTED] of initial occurrence of the basis for the claim. Failure to provide such notification shall be deemed waiver of such claim.
- B. Any dispute or claims by the Supplier shall not affect the diligent prosecution of the work.

CONDITION 8. - AUDIT CLAUSE

Company at reasonable times shall have access to the Supplier's work and records pertinent to all charges for inspection, audit and review. Supplier shall permit such examination and make appropriate adjustments as may be required by the results of the audit. This provision shall remain in effect for two (2) years following final payment for work under this Agreement.

CONDITION 9. - 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.

CONDITION 10. - NON WAIVER OF RIGHTS

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

CONDITION 11. - SET-OFF

In the event Supplier owes money to the Company or has defaulted under this Agreement or under any other contracts with the Company, or Supplier has failed to pay any amount owed to the Company whether pursuant to an agreement, a statutory or regulatory fine, the imposition of statutory or regulatory damages, or otherwise (collectively, the "Obligations"), the Company may, at its option, setoff and/or net any or all such obligations against any amounts owed by the Company to the Supplier.

CONDITION 12. – CONFLICTING DOCUMENTS

To the extent, if any, that the specifications, drawings or other documents that may be referenced herein conflict with the provisions of this Agreement, the Agreement and the terms and conditions herein shall take precedence and govern.

CONDITION 13. – INDEPENDENT CONTRACTOR

Supplier 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 the Company any right to exercise any control or direction over the operations, activities, employees or agents of Supplier connection with this Agreement.

CONDITION 14. - SUBCONTRACTS

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

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

CONDITION 15. – THIRD PARTY BENEFITS

Except as may be specifically provided for herein, no provision of this Agreement is intended or is to be construed to be for the benefit of any third party.

CONDITION 16. - SAFETY

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

The Company's Safety Rules and Regulations for Supplier's attached hereto and made a part hereof, as Attachment B and shall apply to all work performed under this Agreement.

CONDITION 17. - ACCIDENT AND LOSS PREVENTION

For the protection of workers and the public, the Supplier will take all necessary and advisable precautions for the safety of all persons and property at, on, or near the work site and will erect and maintain all necessary and advisable safeguards as required by the conditions and progress of the work.

CONDITION 18. - INSURANCE

The Supplier agrees to carry, or cause to be carried, at all times during the course of this Agreement, insurance applying to all work undertaken by it, its agent, employees and sub contractors, including but not limited to the following:

- A. Worker's Compensation Insurance including Employers' Liability and endorsement providing insurance for obligations under the U.S. Longshoremen's and Harbor Worker's Compensation Act and the Jones Act where applicable.
- B. Commercial General Liability Insurance with combined bodily injury and property damage limits of at least [REDACTED] each occurrence or in the aggregate, including but not limited to coverage for Premises-Operations, Explosion, Collapse and Underground Hazards, Contractual, Broad Form Property Damage, Independent Contractors, Personal Injury and Products/Completed Operations coverage that will remain in force for a period of at least two years after final acceptance of the work by the Company.
- C. Automobile Liability including owned, non-owned and hired automobiles with combined bodily injury and property damage limits of at least [REDACTED] per occurrence.
- D. The Company, its officers, directors, employees and if required, designated third parties, shall be included as additional insureds in Supplier's General Liability and Automobile insurance policies and such insurance shall be considered as primary insurance. This additional insured status must be recorded on Supplier's insurance certificate and provided to Company at the address stated in this Agreement.
- E. Any separate insurance maintained by the Company shall not contribute with insurance extended by Supplier's insurer(s) under this Agreement.
- F. Risk of Loss: The risk of loss for all labor, materials, tools, equipment and work performed remains with the Supplier until the work under the Agreement is completed and accepted by the Company. With respect to all insurance carried by the Supplier covering the foregoing, Supplier waives all right of subrogation against Company and Supplier's insurance shall be endorsed accordingly.
- G. Supplier shall produce and maintain the above insurance with insurance carriers with at least a B+ 13 rating or higher by the most current version of "A.M. Best's Guide to Insurance Companies."

INSURANCE CERTIFICATES OR POLICIES: Prior to the commencement of work, the Company requires the Supplier to furnish to the Company's Risk Management Department at (to be determined), Certificates of Insurance or Insurance Policies signed by insurers acceptable to the Company, indicating that the aforementioned insurance is in full force and effect and that the Company at the address in this paragraph 18 will receive at least [REDACTED] prior written notice of the cancellation or any modification of the insurance that may affect its interest. The Supplier assumes responsibility for securing Certificates from its sub-contractors.

CONDITION 19. – INDEMNIFICATION

To the extent caused by the Supplier's fault, negligence, error or omission, the Supplier agrees to indemnify, hold harmless and defend the Company from and against any and all loss, cost, damage or expense which the Company may incur or suffer or for which the Company may be held liable by reason of bodily injury, including death to any person or persons (including Supplier's employees) or by reason of damage to or destruction of any property, including loss of use thereof, arising out of or in any manner connected with the work to be performed, or the Materials and Equipment to be supplied by Supplier or its agents.

Patents and Intellectual Property

The Supplier in its quotation(s) for projects shall include all costs and shall be responsible for all royalties, fees and claims for any patented, trademarked, copyrighted, trade secret or other device, process or procedures incorporating intellectual property rights of any party that is used, installed or provided by Supplier. Supplier (if selected or brought into the Project by Supplier), shall indemnify and defend Company against any claim or suit that may be made or brought against the Company, its officers, directors or employees and shall hold the Company harmless from any liability for infringement of any patent, trademark, copyright, trade secret or other intellectual property right pertaining to any equipment, device, process or procedure used or provided under the Agreement. The Supplier shall in its specifications require that all vendors, contractors and subcontractors, providing materials, equipment or services for the work provide indemnification of the Company against any patent, trademark, copyright, trade secret or other intellectual property right on any article, process, method or application used by them in the design, fabrication and delivery of the work to be furnished under their contracts.

It is the intention of the parties to the Agreement that these indemnity provisions apply to and include, without limitation, claims, damages, causes of action and/or liability asserted against Company or on behalf of agents, employees, subcontractors or other persons acting on behalf of Supplier, and, to the extent applicable to the work or obligations of the Supplier hereunder, Supplier hereby explicitly waives and releases any and all statutory or common law immunities or defenses granted to Supplier as an employer under the New York Workers' Compensation Act, 39 M.R.S.A. ' 1, et seq.

CONDITION 20. – WARRANTY

The Supplier at its own expense agrees to repair, replace or otherwise make good to the satisfaction of the Company any and all defects in the design (where applicable), workmanship and materials appearing in the work within [REDACTED] after the date of acceptance by the Company, (or longer if so designated in the special conditions, specifications or work authorizations); and the Supplier for the same period warrants the satisfactory performance of the work for the purpose intended.

CONDITION 21. – APPROVAL/ACCEPTANCE

All work under this Agreement shall be subject to the Company's inspection and approval before payment.

CONDITION 22. – FORCE MAJEURE; IMPRACTICABILITY; EXCUSE

Supplier 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 Supplier, except that adverse weather shall not be deemed a cause beyond the control of Supplier for purposes of this Agreement unless the adverse weather is unusually severe, provided that the Supplier shall have used its best efforts to remedy the delaying cause or condition and recommence performance, and has furnished the Company with prompt written notice when it appears that such cause will result in non-performance or shall threaten to impair Company's ability to operate. Company shall have the right at its option and without being under any liability to Supplier to cancel by notice in writing to Supplier the portion or portions of the work so affected and to take such compensation action as may be necessary. Correspondingly, Company shall be excused for failure of performance herein due to any cause beyond its control and without its fault or negligence.

CONDITION 23. – TITLE AND LIENS

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

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

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

CONDITION 24. – PROGRESS AND COMPLETION

It is expressly understood by the Supplier that TIME IS OF THE ESSENCE to the performance of this Agreement. The Supplier shall begin the work on the date of commencement set forth in the Agreement. The Supplier shall carry the work forward expeditiously with adequate forces and shall complete it by the time work is to be completed as stated in the Agreement.

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

If the Supplier is delayed by any act or neglect of the Company, its employees, or a separate contractor employed by the Company, or by changes ordered in the work, or by labor disputes, fire, unusual delays in transportation, or any causes beyond the Supplier's control, or by delay authorized by the Company, then the time by which work is to be completed shall be extended for such reasonable time agreed to by the Company and Supplier.

Failure of Supplier's subcontractors or materials and equipment supplier (unless Company fails to provide materials or equipment it is required to provide) to meet Agreement schedules shall not be cause for an extension of time. Supplier acknowledges that it has sole responsibility for expediting the efforts of subcontractors, suppliers, and others, including Company, whose timely performance is essential to Supplier's compliance with Agreement schedules.

In the event of a Supplier's failure to perform a Locate within the time periods established under this Contract, the Company, at its option, may (i) perform the Locate on its own and offset all costs against payments due Contractor hereunder, or (ii) request Supplier to perform the Locate free of charge to the Company, unless the Supplier's failure to perform the locate in a timely fashion is due to the company's records being inaccurate.

CONDITION 25. – EMERGENCIES

The Supplier shall perform any work and shall furnish and install any materials and equipment necessary during an emergency affecting the safety of persons and property. In all cases, Supplier shall notify the Company of the emergency as soon as practicable, but shall not wait for instructions before proceeding to properly protect both life and property. Any additional compensation or extension of time claimed by the Supplier on account of emergency work shall be determined by mutual agreement of the parties.

CONDITION 26. – WORK STOPPAGE

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

CONDITION 27. – TERMINATION

Company reserves the right to terminate this Agreement for cause immediately upon issuance of written notice, or as determined by the Company, subject to a reasonable time to cure said cause which shall not exceed [REDACTED]. In the event of such a termination for cause, the Supplier shall be liable to pay Company any and all costs or damages, including reasonable attorneys' fees, caused to Company as a result thereof.

Company may terminate this Agreement for any reason at any time ("Termination for Convenience") or Company may similarly terminate any specific Project for any reason and at any time. Termination for convenience shall take place [REDACTED] from issuance of written notice by Company. In the event the Supplier has not defaulted, Company agrees to pay for all work rendered to the termination date pursuant to this Agreement, provided, however, that such payment shall not result in total payment(s) to the Supplier exceeding the maximum amount payable under the terms of the applicable Purchase Order. This provision shall not be deemed to limit or otherwise affect Company's right to terminate this Agreement for breach or default by the Supplier and shall pay for all work rendered to the termination date if work under any specific Projects is terminated.

CONDITION 28. – TERM

This Agreement shall remain in effect according to section 5.2, unless otherwise terminated as provided herein.

CONDITION 29. – REMOVAL OF EQUIPMENT

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

CONDITION 30. – FINAL PAYMENT

Final payment under this Agreement shall not be made until successful completion and acceptance of the work by the Company and Supplier's delivery of a completed Release and Certificate Form (OD-357, Attachment ©) with their final invoice.

CONDITION 31. – ASSIGNMENT

Supplier shall not assign all or any of its rights or obligations under this Agreement except with the prior written consent of Company. Any assignment made without such consent shall be void ab initio.

CONDITION 32. – SEVERABILITY

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

CONDITION 33. – NON WAIVER OF RIGHTS

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

CONDITION 34.- OWNERSHIP OF PLANS

All drawings, plans, specifications, reports, designs, design data, technical and scientific data, findings, recommendations and memoranda of every description whether furnished to or prepared by Supplier under this Agreement shall be delivered to Company upon completion of the Agreement, shall be deemed to have been prepared by Supplier for Company on a work-made-for-hire basis and shall be the property of Company and may be used by Company for any purpose whatsoever without any claim on the part of Supplier for additional compensation. To the extent any of the foregoing are not deemed a work for hire by operation of law, Supplier hereby irrevocably assigns, transfers, and conveys to the Company without further consideration all of its right, title, and interest in such drawings, plans, specifications, reports, designs, design data, technical and scientific data, findings, recommendations and memoranda of every description, including all rights of patent, copyright, trade secret or other proprietary rights in such materials.

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

CONDITION 35. – SURVIVAL

The provisions of Agreement Conditions 5,7,8,18,19,20,27,31,33,34, 36 AND 37 shall survive the termination of this Agreement without regard to the reason for termination. Such termination shall not alter or affect the continuing rights and obligations created by those Agreement Conditions.

CONDITION 36. – KEY PERSONNEL

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 Company, until their assignments are completed. The Company shall have the right to reject replacements for personnel.

CONDITION 37. - PUBLIC RELEASE OF INFORMATION

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

CONDITION 38. – LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING IN ANY WAY FROM THE PERFORMANCE OF THE WORK HEREUNDER. Contractor shall not be liable to the company for any damage to the Company's underground facilities arising from any locate done by a party other than Contractor Upon completion of all work, obligations and duties provided for in the Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

CONDITION 39. -CONFIDENTIALITY

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

right and without restriction on disclosure, (iii) was in Supplier's possession prior to disclosure by Company or Company and was not acquired by Company or Company, its employees and agents directly or indirectly from Company or Company or, (iv) is required by law or by any other governmental regulatory authority to be disclosed.

Any information, which is supplied by the Supplier to Company or a Company under this Agreement, will be similarly restricted. Company and Company will not disclose such information to others or publish it in any form at any time; provided, however, that notwithstanding the foregoing, Company may disclose any such information to its Affiliates, employees, and consultants, to any regulatory agencies or instrumentality's when such disclosure is necessary, or otherwise required by law. Company and Company agree that they will cooperate with the Supplier in an effort to minimize the amount of such information, which will be disclosed in any such case, and to make reasonable efforts to secure confidential treatment of such information.

In no event shall Company's or Companies' names and/or logo or the name and/or logo of it's parent company be used, whether written or verbal, duplicated, reproduced by any means whatsoever without the prior written permission of the President of Company, in the case of the Utility Shared Services Corporation, and an authorized representative of the respective Company, in the case of an Affiliate.

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

CONDITION 40. - EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Supplier shall comply with the terms and provisions of all OSHA, Federal, State and Local Regulations regarding Equal Employment Opportunity.

CONDITION 41. - SURETY BOND

The Company shall have the right, at all times, to require the Supplier to furnish a bond covering faithful performance of this Agreement and the payment of all obligations arising hereunder (i.e., Performance Bonds, Mechanics Liens) in such form and premium cost and with a surety company as the Company may approve.

CONDITION 42. -GOVERNING LAW

This Agreement and performance under it shall be governed by and construed in accordance with the laws of the State of New York; as such laws are applied to contracts between residents that are entered into and to be performed entirely within New York.

CONDITION 43. - PERFORMANCE MONITORING

Company will evaluate Suppliers performance by utilizing Supplier Corrective Action Reports and Supplier Performance Evaluation Reports. The Supplier must provide upon request the

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

CONDITION 44. - CONTINUOUS IMPROVEMENT

Continuous improvement is the foundation of this Agreement. Supplier warrants that it will pass on to Company in the form of price reductions 50 percent of Supplier's cost savings made possible by process improvements, reductions in material costs and the like. Supplier likewise will use its best efforts to improve continuously its performance in all areas. In particular, Supplier will evaluate opportunities for cost/price reductions on items and services ordered and to be ordered and communicate them promptly to Company. Supplier has specifically identified target cost reductions of 2% beyond the prices shown in Attachment A for the Initial Term, and agrees to work diligently with Company personnel toward attainment of this objective. Supplier is expected to advance its economies of production, service, service delivery, material handling and technical prowess at least as fast as other competitors in its industry, and to offer the price and performance benefits of those improvements to Company, as soon as they become available."

CONDITION 45. - NO DISPUTE

Supplier 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 Supplier and/or any of Supplier's affiliates and Company and/or and of Company's affiliates.

CONDITION 46. - SUPPLIER SECURITY REQUIREMENTS

Supplier shall comply with Energy East Supplier Security Requirements in their performance of work for Companies under this Agreement.

The Supplier shall be familiar with and comply to the requirements of the NERC CIP- 004 for projects at the New York Companies' bulk electric substations (>230Kv). The specific CIP Standard follows:

CIP-004 Excerpt:

R3. Personnel Risk Assessment --The Responsible Entity 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 within thirty days of such personnel being granted such access. Such program shall at a minimum include:

R3.1. The Responsible Entity 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 Responsible Entity may conduct more detailed reviews, as permitted by law

and subject to existing collective bargaining unit agreements, depending upon the criticality of the position.

R3.2. The Responsible Entity shall update each personnel risk assessment at least every seven years after the initial personnel risk assessment or for cause.

R3.3. The Responsible Entity shall document the results of personnel risk assessments of its personnel having authorized cyber or authorized unescorted physical access to Critical Cyber Assets, and that personnel risk assessments of contractor and service vendor personnel with such access are conducted pursuant to Standard CIP-004.

CONDITION 47. - EMPLOYEE SOLICITATION

During the term of this Agreement and for a period of one (1) year thereafter, except with the prior written consent of Company, Supplier shall not offer employment to, or employ, any employee of Company or Company's current or future affiliates, and Supplier shall not induce or attempt to induce, directly or through an agent or third party, any such employee to leave the employ of Company or Company's current or future affiliates. As used herein, the term "affiliate" shall mean any person or entity controlling, controlled by, or under common control with Company through majority stock or other ownership interest, direct or indirect.

CONDITION 48. - ENERGY EAST CODE OF CONDUCT

SUPPLIER SHALL COMPLY WITH ENERGY EAST CODE OF CONDUCT IN THEIR PERFORMANCE OF COMPANY WORK UNDER THIS AGREEMENT.

CONDITION 49. - BECK NOTICE COMPLIANCE

As part of the Terms and Conditions of this agreement, Supplier will comply with the provisions of 29 CFR part 470 as stated in 8.6 **Executive Order 13201 Compliance** and outlined by the U.S. Department of Labor.

CONDITION 50 – UTILIZATION OF SMALL BUSINESS CONCERN

In accordance with section 19.702(a) (1) and (2) of the Federal Acquisition Regulation, each Supplier (except small business concerns) whose contract is expected to exceed \$550,000 (\$1,000,000 for construction) and has subcontracting possibilities is required to submit an acceptable subcontracting plan to the Company. Plan shall include spending goals with businesses that are small, women-owned, veteran-owned, service-disabled veteran-owned, HUBZone, small disadvantaged (SDB), and minority-owned. If the Supplier fails to submit a plan within the time limit prescribed by the Company, the Supplier may be ineligible for award.

The Supplier assures that the clause entitled "Utilization of Small Business Concerns" will be included in all subcontracts, that offer further subcontracting opportunities, and all subcontractors (except small business concerns) who receive subcontracts in excess of \$550,000 (\$1,000,000 for construction) will be required to adopt a plan similar to this plan.

Schedule C
Attachment 1
Work Rules for Contractors



CONTRACTOR SAFETY REQUIREMENTS

September 22, 2008

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CONTRACTOR SAFETY REQUIREMENTS FOR SERVICES PROVIDED TO ENERGY EAST AFFILIATE COMPANIES

1. PURPOSE

The purpose of this document is to advise Contractors providing services to Energy East affiliate companies ("Affiliates") of their responsibility to plan and perform their work in conformance with all applicable federal, state, and local laws, rules, regulations and ordinances of any agency having jurisdiction on the premises. These requirements apply to construction type projects where Affiliate employees are not working at the same site, and to Contractors who perform independent work related to electric transmission and distribution operations, and gas operations. Commitment to safe work practices is important at all Affiliate job sites; thus, evidence concerning Contractor safety performance and past safety history are factors that influence contract award decisions.

2. SCOPE AND RESPONSIBILITIES

This document shall be provided to Contractors to aid in the communication of hazards and minimum safety requirements, and to establish Affiliate expectations regarding safe work behavior while on company property. All Contractors must follow the requirements in this document, as well as their own company safety rules, policies and procedures. In the case of conflicting requirements, the most stringent shall prevail.

Each Contractor shall have a current written safety program and employee safety rules that comply with all regulatory requirements. In addition, each Contractor employee shall be familiar with the safety requirements in this document, and is expected to abide by them. All Contractors and Subcontractor employees must be properly equipped and trained.

Contractors shall communicate the required safety rules and regulations to their employees in a documented tailboard meeting prior to the start of the job. The form given in Attachment A may be used for this purpose. Contractors are responsible for interpreting these rules for non-English speaking and reading-impaired employees. Contractors are responsible for informing all Subcontractors of the safety rules and regulations set forth here and in the contract terms and conditions.

Affiliate Project Monitors shall facilitate Contractor compliance with safety requirements by including this document into contract specifications. All questions pertaining to this document shall be directed to the Affiliate Project Monitor or an Affiliate Health and Safety Representative. Neither the Affiliate Project Monitor nor Health and Safety Representatives shall exercise general supervisory authority over contractor worksites. In particular, the Company shall not conduct worksite safety inspections, identify safety and health hazards, or correct deficiencies and violations. Moreover, the Company shall not provide personal protective

equipment to contractor employees, perform employee exposure monitoring, or provide advice concerning safe work practices. Rather, the Contractor is accountable for all aspects of worker protection, as well as for preventing, detecting and promptly correcting all safety and health deficiencies associated with activities covered by the contract scope of work.

3. SAFETY ADMINISTRATION

Pre-Bid Meeting

For certain projects where specific safety issues exist or known site conditions require special precautions, a pre-bid meeting may be held. The purpose of the meeting is to emphasize the key safety requirements that apply to the project, and offer the opportunity for bidders to ask questions regarding job site conditions and worker protection issues. When necessary, an Affiliate Health and Safety Representative will participate to address safety-related issues such as known site hazards and anticipated personal protective equipment (PPE) requirements. Where applicable, announcement of a pre-bid meeting will be issued with the contract Request for Proposal.

Prospective Contractors will be informed that past safety performance is an evaluation factor that may determine contract award and/or disqualification of bidders.

Project Health & Safety Plan

Contractors performing high-hazard work may be required to prepare and submit a Project Health & Safety Plan (e.g., as required under 29 CFR 1910.120 and 29 CFR 1926.65). Projects requiring a Plan will be identified at the pre-bid stage of the contracting process. The Plan must address topics such as:

1. Scope of work and planned activities
2. Potential health and safety hazards
3. Individual job functions and responsibilities
4. Personal protective equipment and hazard mitigation strategies
5. Emergency equipment and incident response procedures
6. Exposure monitoring and control
7. Training and medical surveillance requirements
8. Standard operating procedures

Depending on the nature of the project, the Contractor may be required to have their Plan endorsed by a Certified Industrial Hygienist (CIH), Certified Safety Professional (CSP), and/or a licensed Professional Engineer (P.E.).

Post-Award Contractor Safety Orientation

For certain projects, a pre-construction conference may be required to discuss and agree upon safety procedures and controls at the job site. Contractor management representatives, key Contractor employees (i.e., designated on-site "Competent Person"), Affiliate Project Monitors, and Affiliate Health and Safety Representatives shall typically participate. The topics for discussion include:

1. Job site housekeeping practices
2. Storage of materials and tools
3. Restricted areas and evacuation plans
4. Safety inspection and exposure monitoring plans
5. Procedures for documented employee safety meetings and job briefs
6. Subcontractor responsibilities
7. Hazardous chemicals and spill response procedures
8. Certification of Contractor employee qualifications
9. Site security and public protection
10. Emergency notification call lists and procedures

The orientation session is not intended to provide Contractor employees with training to meet regulatory compliance requirements.

4. PROCEDURES

A. Prohibited Conduct

Violation of the following conduct rules shall result in immediate dismissal of an employee from the site by the Contractor.

1. The possession or drinking of alcohol on any company property, including parking lots.
2. The suspected use of any substances which alter mental or physical capacity, including but not limited to non-prescription drugs, prescription drugs not prescribed to the user, narcotics, marijuana or other "controlled substance" or "controlled dangerous substance."
3. Possession of firearms, ammunition, explosives or other weapons on company property/private vehicles
4. Engaging in fighting or horseplay
5. Operating switches, valves, or push buttons unless authorized

B. General Rules

The Contractor shall ensure that all personnel comply with the following rules, regardless of the nature of their job.

1. Contractor employees shall not enter any building or area where their work does not require their presence.
2. The Contractor shall maintain current safety warning signs/devices, barricades, handrails, and guardrails, and erect new ones if the hazard changes. The contractor shall also remove signs from the work site when there is no longer a hazard present.
3. Contractor employees shall not use emergency exits other than for emergencies, or block emergency exits.
4. The Contractor shall have a program to provide for frequent and regular inspections of the job site, materials, and equipment by designated competent persons.
5. The Contractor shall instruct each employee in the recognition and avoidance of unsafe conditions and in the regulations applicable to his/her work environment to control or eliminate any hazards or other exposure to illness or injury.

6. The Contractor shall permit only those employees qualified by training or experience to operate equipment and machinery.
7. Contractor employees shall not work on equipment or facilities that are not included in the contract scope of work, or where specific permits/clearances may be required prior to performing a task.

C. Incident Reporting

1. After notifying emergency agencies or calling 911, as appropriate, the Affiliate Project Monitor shall be notified immediately, and in writing, of any accidents involving personal injury requiring medical treatment, or property damage. The Contractor is responsible for notifying OSHA, when applicable. Appropriate written reports shall be completed within one working day.
2. All work must be done in a manner which minimizes the possibility of a spill of hazardous or non-hazardous substance to the environment. Placement of fuel, oils, chemicals and sanitary facilities, or fueling, greasing, or oiling of equipment shall be in a location which avoids, to the degree possible, water sources, wells, or other ecologically sensitive sites. Any spill must be immediately reported in writing to the Affiliate Project Monitor and the appropriate authorities. Contractor is responsible for all associated clean-up costs, penalties, etc.

D. Asbestos Containing Materials (ref: 29 CFR 1926.1101 and 1910.1001)

Contractors shall not disturb known or suspected asbestos-containing materials. When these materials are encountered and could potentially be disturbed by the work being performed, work should immediately be stopped and confirmatory analyses performed as necessary. The Contractor shall immediately notify the Affiliate Project Monitor in writing. Examples of presumed asbestos-containing materials include, but are not limited to, the following:

- Cement wallboard and exterior sheeting
- Thermal insulation and high temperature gaskets
- Ceiling tiles and lay-in panels
- Acoustical and decorative plaster
- Vinyl or asphalt floor tile and sheeting, and mastic
- Electrical cloth, electrical panel partitions, underground conduit, and fabric-type wire insulation
- Roofing shingles, felt, base flashing, and caulking
- Boiler, breeching, duct, and pipe insulation
- Wallboard and spackling/taping/joint compounds

E. Compressed Air/Air tools (ref: 29 CFR 1926.302 and 1910.243)

1. The contractor will comply with the standards for compressed air equipment used in providing compressed air for performing operations such as cleaning, drilling, hoisting and chipping.
2. Pneumatic power tools shall be secured to the hose in a positive manner to prevent

- accidental disconnection.
3. Safety clips or retainers shall be securely installed and maintained on pneumatic impact tools to prevent attachments from accidentally being expelled.
 4. The manufacture's safe operating pressure for all fittings shall not be exceeded.
 5. All hoses exceeding ½ -inch inside diameter shall have a safety device at the source of supply or branch line to reduce pressure in case of failure.

F. Confined and Enclosed Spaces (ref: 29 CFR 1926.21; 1910.269(e) and 1910.146)

The Contractor is responsible for developing their own program and complying with all applicable confined-space and enclosed space work practices and standards. Contractor employees working in confined/enclosed space conditions must have demonstrated competency in proper work practices and rescue techniques (achieved by training and experience). The Contractor shall have a means of emergency rescue arranged prior to start of work and must check with the local fire department or agency expected to provide rescue assistance as to their availability prior to entering space.

G. Cranes (ref: 29 CFR 1926.550; 1910.179 and 1910.180)

The Contractor shall not use Affiliate cranes. Specific exceptions to this rule shall be written and made part of the contract. Qualified employees, with licenses when required, will operate cranes. If a license is required, the operator will have the license with them when operating subject cranes. Lift plans may be necessary before work begins. Documentation will be submitted to the Affiliate Project Monitor upon request. The Contractor must maintain a physical barrier around all equipment and machinery in the hoisting area. In areas exposed to vehicular traffic, the Contractor must conform with OSHA paragraph 1926.651(d) and also make appropriate arrangements with local authorities for traffic control/detour. All crane sites and equipment must be secured during off work hours to prevent unauthorized access.

H. Drugs and Alcohol (ref: 49 CFR 382; DOT Part 199)

1. Possession or use of controlled substances or alcohol is strictly prohibited on Affiliate premises or while working for the Company. Reporting to work on Affiliate property under the influence of unauthorized drugs or alcohol is strictly prohibited; any person under the influence of unauthorized drugs or alcohol shall not be permitted on the premises of an Affiliate project.
2. When applicable, Contractors must comply with U.S. Department of Transportation Part 199 regulations. The Contractor's written program and documented random sampling program for Drugs and/or Alcohol shall be made available upon request.

I. Electrical Safety (ref: 29 CFR 1926.402-408, 416, 417; 29 CFR 1926, subpart V, and 1910.269)

1. Only authorized and qualified personnel shall work on installation and maintenance of electrical equipment.

2. All equipment used, including extension cords, shall have required approvals and be free from known defects.
3. Electrical equipment or tools (unless specially designed) shall not be operated in wet areas, or where potentially flammable dusts, vapors, or liquids are present.
4. When working on Affiliate-owned equipment and facilities, the Contractor will utilize a lockout/tagout procedure or recognized isolation/tagging procedure, as specified by the Affiliate. GFCI's (ground fault circuit interrupters) shall be used for all electrical tools and equipment when used outdoors or in wet locations.
5. If a circuit breaker or other protective device operates ("trips") to open a circuit, a qualified electrician must determine the cause of the problem before the device is reset.
6. Equipment, boxes, switchgear, cabinets, or electrical rooms with exposed energized parts shall be attended or secured at all times.
7. All non-qualified Contractor employees and equipment shall stay a minimum of 10 feet away from overhead, energized lines. Non-qualified Contractor employees are not permitted to enter an energized substation unless qualified personnel accompany them.
8. Mobile radio antennas shall be lowered prior to taking any vehicles inside a substation.
9. No metal measuring tapes or tapes containing a metal wrap shall be used near energized circuits, equipment, poles or substation structures.
10. Metal tools utilizing cable slings, winch cable, chains, loose sections and ends of conductors, or other similar objects, shall be kept under control by the worker to prevent contact with energized conductors or equipment and the worker's body.

J. Excavations (ref: 29 CFR 1926.650-652, 1926.800, and 1926.956)

The general requirements of the OSHA Excavation Standard , 29 CFR 1926 Subpart P, including the provision for a competent person, shall be understood and followed by all Contractor employees. All excavations that workers may enter that are 5 feet or more in depth, or a depth where there is danger of cave-in shall be protected by a shoring or shielding system, or by an appropriate benching or sloping system. Materials shall not be stored closer than two (2) feet from the edge of a trench or excavation, and 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. Additional requirements include but are not limited to the following items:

- Contractor must submit excavation plans to the Affiliate Project Monitor prior to any excavation work.
- Provide adequate barriers/barricades around excavations and machinery, including special considerations for securing excavations left overnight.
- In areas exposed to vehicular traffic, the Contractor must conform with OSHA paragraph 1926.651(d) and also make appropriate arrangements with local authorities for traffic control/detour.
- Perform air monitoring where there is a potential for a hazardous atmosphere.
- Make advance notification to Underground Facilities Protective Organization (e.g. Dig Safe).
- Provide adequate access and egress, and signage necessary to direct vehicular and

- pedestrian traffic safely around the work area.
- Perform routine inspections of all excavation equipment, including lights and safety features such as back-up warning devices.
- Hand dig when within two feet of any underground facility until the facility is exposed; then hand dig within four inches of the underground facility
- Notify Affiliate Project Monitor to obtain environmental assistance if it becomes necessary to perform dewatering.
- The Contractor shall promptly notify appropriate utilities of any damage done, prior to backfilling the trench.

K. Fire Regulations (ref: 29 CFR 1926.150, 152, 1910.38, 1910.39, 1910.157)

1. Contractors shall provide fire extinguishers, sealed, fire service ready, inspected and in good working order and properly maintained at all times when live gas work is being done. At least one 20-pound dry chemical fire extinguisher shall be on the ground near the edge of the excavation.
2. Contractors shall provide a trained fire watch as dictated by the job hazard assessm
3. When required, hot work permits shall be obtained from the Affiliate Project Monitor for such activities as welding, cutting, burning, anything that causes a spark, uses an open flame, or involves temperatures high enough to ignite combustible materials.
4. All acetylene and oxygen cylinders shall be stored and used in accordance with OSHA regulations (ref: 29 CFR 1926.350), and transported per DOT specifications. Flashback arresters shall be installed at the welding tip and at the regulator.
5. Open flames, sparks or smoking shall be prohibited in areas so marked or designated, and where a recognized combustible/flammable hazard exists.
6. Fire detection and/or suppression systems shall not be disabled or blocked without notifying the Affiliate Project Monitor and obtaining his/her consent.
7. Flammable/combustible material shall be stored in approved containers and locations. Quantities in excess of one day's use shall be reported to the Affiliate Project Monitor.

L. Hazard Communication (ref: 29 CFR 1926.59 and 1910.1200)

1. The Contractor must have a written program that complies with OSHA's Hazard Communication standard.
2. Before commencing work, all affected Contractor employees must be trained in accordance with the requirements of the standard.
3. Contractors shall provide to the Affiliate Project Monitor a list of chemicals and Material Safety Data Sheets (MSDS) for each chemical that they will bring on Affiliate property or use on an Affiliate project.
4. Contractor chemical containers shall be properly labeled and stored.
5. All unused chemicals, which Contractors bring onto Affiliate property or use for a project, shall be the responsibility of the Contractor to properly dispose of and/or remove.

6. The Affiliate Project Monitor shall make Contractors aware of the Affiliate's Hazard Communication Program, notify them of any chemicals that they may be exposed to while working on Affiliate property, and provide access to the applicable MSDS.
7. The use of any hazardous material by a Contractor in occupied buildings must be approved by the Affiliate Project Monitor.

M. PCB fluids (Polychlorinated Biphenyl Fluids) (40 CFR 761)

PCB fluids were formerly used as an electrical insulating fluid (transformers, regulators, capacitors, PTs, CTs), and also can occasionally be found in the gas distribution system in gas pipe, distribution equipment, (filters, separators, drips, meters, and regulators) and gas condensate/pipeline liquids. All liquids recovered from gas pipelines must be assumed to contain PCBs until proven otherwise by approved testing methods. When these materials are encountered and could potentially be disturbed by the work being performed, work shall immediately be stopped. The Contractor shall immediately notify the Affiliate Project Monitor in writing.

N. Hazardous Waste (ref: 40 CFR 260)

Requirements of the U.S. DOT and U.S. EPA must be observed for all aspects of hazardous waste handling, storage and transportation. Contractor is responsible for the removal and proper disposal of all hazardous waste they generate, including completion of documentation such as waste profiles, waste analytical samples, and hazardous waste manifests. As a minimum, the Contractor shall perform proper labeling, adequate secondary containment, segregation of incompatible materials, and routine inspection of storage areas as required by all U.S. EPA, state and local regulations. In addition, all hazardous waste containers must be properly constructed and in sound condition, and shall be kept securely closed. Contractor employees must be properly trained in hazardous waste procedures in accordance with regulatory requirements. The Contractor shall notify the Affiliate Project Monitor in writing before making any arrangements for shipping and disposal of hazardous waste.

O. Housekeeping (ref: 29 CFR 1926.25)

1. Good housekeeping practices shall be strictly adhered to daily. The work site shall be kept clean and orderly.
2. Trash shall be promptly removed from the work site and from the customer's property.
3. Boards with protruding nails shall not be left lying around. All nails shall be withdrawn or hammered down.
4. Contractors shall not block means of access or egress, or safety equipment.

P. Ladders and Scaffolding (ref: 29 CFR 1926.451, 1050-1053, 1060, 1910.27)

1. Contractors shall not use Affiliate ladders without permission from the Affiliate Project Monitor, or where an exception is included in contract documents.

2. Contractors are required to furnish their own ladders and equipment free of defects.
3. All straight and extension ladders shall be properly maintained and equipped with approved safety feet.
4. No work shall be performed until the ladder is properly secured.
5. Barricades should be placed to direct pedestrian traffic away from ladders.
6. Ladders must be inspected for defects on a regular basis, and immediately removed from service when deemed unsafe
7. The areas at the top and bottom of a ladder shall be kept clear of debris and equipment.
8. Ladders made of conductive materials shall not be used while working in proximity to energized electrical facilities.
9. All ladders shall be removed at the end of the work shift to prevent unauthorized use, or access to elevated surfaces.
10. All scaffolding erection and use shall be in compliance with OSHA standards. A licensed Professional Engineer's approval of scaffolding plan(s) shall be submitted as required.

Q. Lead (ref: 29 CFR 1926.62 and 1910.1025)

Contractors shall not disturb known or suspected lead-based paint and other lead-containing materials. When these materials are encountered and could potentially be disturbed by the work being performed, work shall be stopped immediately. The Contractor shall immediately notify the Affiliate Project Monitor in writing.

R. Medical Services (ref: 29 CFR 1926.50)

1. When a medical facility is not reasonably accessible (i.e., within 15 minutes) for the treatment of injured employees, personnel trained to render first aid and CPR shall be available at the worksite. The personnel designated to provide CPR and first aid must have current certifications and must carry evidence of their training while on site.
2. First aid supplies approved by a consulting physician shall be readily available at the worksite.

S. Motor Vehicles (ref: 29 CFR 1926.600-02)

1. Contractors shall not use Affiliate vehicles without permission. Contractors shall transport employees in a safe manner (e.g., riding in the back of a pick-up and in places other than the operator's seat, (i.e., a backhoe bucket or fender) is prohibited).
2. Contractor employees shall possess the necessary license classification for vehicle(s) being driven.

T. Overhead Work (ref: 29 CFR 1926.500-503)

1. Personnel shall be protected from falling tools, equipment and material.
2. All girders, beams and overhead surfaces shall be kept free of loose material.

U. Personal Safety Equipment (ref: 29 CFR 1926.28, 52, 95, 100-103, 353, 500-503; 1910 Subpart I)

1. Eye and Face Protection - Approved and appropriate eye and/or face protection shall be worn at the worksite. Personnel involved in welding operations shall wear eye protection with filter lenses or plates of the proper shade number. The eye and face protection must meet the requirements of ANSI Z87.1-2003.
2. Head Protection - OSHA approved hard hats meeting the requirements of ANSI Z89.1-2003 shall be worn at work sites where there is potential for head injury. Bump caps, metal hard hats, and metal hard caps are prohibited.
3. Clothing - Contractors employees shall be properly clothed at all times. Appropriate flame retardant clothing is required while working on energized gas pipelines, energized electrical equipment and whenever a flame hazard exists.
4. Gloves - Suitable gloves will be worn when there is a potential for hand injury.
5. Foot Protection - Safety shoes and boots that meet the guidelines of ANSI Z41-1991 must be worn whenever exposed to crushing hazards.
6. Hearing Protection - All personnel subjected to sound exceeding the OSHA permissible 90 decibel level shall have available and wear appropriate hearing protection. Hearing protection training and medical monitoring are required by OSHA for contractor employees working in areas exceeding the OSHA 85 decibel action level.
7. Respirators - The contractor shall provide respirators based on the hazard encountered. Contractor respirator use will be in compliance with OSHA requirements.
8. Fall protection - Whenever work site conditions involve a potential for a fall hazard of 4 feet or more, the contractor shall use appropriate fall protection meeting the requirements of OSHA 29 CFR Subpart M - Fall Protection.

V. Radiation (ref: 29 CFR 1926.53, 1910.96, 1910.97, 1910.1096, 10 CFR 19,20,32-36,39)

1. The Contractor may utilize equipment containing an ionizing radiation source only when appropriately licensed to do so. A copy of their license must be available on-site.
2. The Affiliate Project Monitor will inform the Contractor when work is necessary near an Affiliate ionizing radiation source.
3. If work is required in the proximity of an ionizing radiation source, the Contractor shall comply with all applicable regulations.

W. Tools (ref: 29 CFR 1926.300-305, 1910.242)

1. Contractors shall not use Affiliate tools without permission.
2. Tools shall be kept defect free and if defects are found, immediately taken out of service.
3. Tools shall be maintained as per manufacturer's specifications and governing regulations.

4. Tools shall not be retrofitted or modified.

X. Water Safety (ref: 29 CFR 1926.106)

When Contractors work over or near water and where the danger of drowning exists, the contractor must comply with all provisions of OSHA (i.e., training, Coast Guard approved life jackets, ring buoys, skiffs, fall protection etc.).

Y. Work Zone Protection (1926.201)

1. Contractors shall use adequate work area protection. All work area protection shall be in accordance with the Federal/State Manual of Uniform Traffic Control Devices.
2. All contractors working in the road right-of-way:
 - a. Shall wear ANSI 107 Class 2 or 3 compliant clothing .
 - b. Shall wear ANSI 107 Class 2 or 3 compliant traffic vests for flagging and night work.
 - c. Must comply with the provisions of any state permits issued to the Affiliate.

5. SPECIFIC REQUIREMENTS FOR ELECTRIC AND GAS WORK

Electric Power Generation, Transmission and Distribution Work (ref: 29 CFR 1910.269)

Contractor shall comply with all OSHA requirements for operation and maintenance of electric power generation, transmission and distribution lines and equipment including:

- Job briefing requirements
- Line clearance tree- trimming operations including brush chippers and chain saw use.
- Specific training including skills and techniques necessary to perform this work
- Hazardous energy control (lockout/ tag out) procedures
- Enclosed spaces
- Fall protection
- Tools and equipment including live-line tools
- Working on or near exposed energized parts
- Minimum approach distance
- Grounding for the protection of employees
- Work involving overhead lines including installing and removing lines
- Substation work activities including entry and job briefings

Tree contractors working for Affiliates will be required to work in accordance with the latest American National Standard Institute (ANSI) safety requirements for tree care operations involving pruning, trimming, repairing, maintaining and removing trees and cutting brush.

Helicopter Regulations (ref: 29 CFR 1926.551, 1910.183)

Contracted helicopters shall comply with any applicable regulations of the Federal Aviation Administration.

- Briefing: Prior to each day's operation a briefing shall be conducted. This briefing shall set forth the plan of operation for the pilot and ground personnel.
- Personal protective equipment for employees shall consist of complete eye protection and hard hats secured by chinstraps.
- Loose fitting clothing likely to flap in the downwash, shall not be worn.
- Every practical precaution shall be taken to provide for the protection of the employees from flying objects in the rotor downwash. All loose material within 100 feet shall be secured or removed.
- No unauthorized person shall be allowed to approach within 50 feet of the helicopter when the rotor blades are turning.
- Whenever approaching or leaving a helicopter with blades rotating, all personnel shall remain in full view of the pilot and keep in a crouched position. Personnel shall avoid the area from the cockpit or cabin rearward unless authorized by the helicopter operator to work there.
- There shall be constant reliable communication between the pilot, and a designated person of the ground crew who acts as a signalman. This signalman shall be distinctly recognizable from other ground personnel.

Gas Distribution Operations and Personal Protective Equipment in Potentially Hazardous Atmospheres

All gas Contractors must comply with applicable OSHA requirements, as well as the requirements of the U.S. Department of Transportation (DOT), including drug and alcohol misuse testing. Worker protection is a key requirement on all gas projects. A copy of the Affiliate's procedures will be provided if the work involves encountering a potentially hazardous atmosphere requiring the use of personal protective equipment. This will include a copy of the Affiliate's task-specific Personal Protective Equipment Matrix (see Attachment B). This procedure describes specific requirements for working in an atmosphere which may be hazardous due to the presence of natural gas or oxygen deficiency (asphyxiation hazard). This procedure is applicable to all phases of operation, maintenance and construction of the gas system.

Attachment A

(AFFILIATE COMPANY NAME)

CONTRACTOR'S SIGN-OFF SHEET

NOTE: The Contractor Safety Requirements shall be read and understood and the sign-off sheet completed before arrival on the job site or commencement of work.

[illegible]

Attachment B

(AFFILIATE COMPANY NAME)

PERSONAL PROTECTIVE EQUIPMENT MATRIX

(INCLUDE WHERE APPLICABLE)

SCHEDULE D

Pricing Terms, Payment Terms, Invoice Instructions

NYSEG Auburn & Plattsburgh Divisions

1. Prices firm through [REDACTED]
2. Payment terms: [REDACTED]
3. Invoices are to be submitted based on [REDACTED] intervals starting the [REDACTED] month. Invoices that are submitted covering more than [REDACTED] of work will need to be resubmitted with multiple invoices showing the working that completed during [REDACTED]
4. Price Schedule for Auburn and Plattsburgh Gas Construction Work for 2009.

NYSEG's MAIN PID(s) 2009

Auburn

Plattsburg

PID	PAY ITEM DESCRIPTION	UNIT	RATE	RATE
100	Install 2" or smaller PE main w/trench up to 500 LF off paved road.	Ft.		
101	Install 3" PE main w/trench up to 500 LF off paved road.	Ft.		
102	Install 4" PE main w/trench up to 500 LF off paved road.	Ft.		
103	Install 6" PE main w/trench up to 500 LF off paved road.	Ft.		
104	Install 8" PE main w/trench up to 500 LF off paved road.	Ft.		
105	Install 2" or smaller PE main w/o trench up to 500 LF off paved road.	Ft.		
106	Install 3" PE main w/o trench up to 500 LF off paved road.	Ft.		
107	Install 4" PE main w/o trench up to 500 LF off paved road.	Ft.		
108	Install 6" PE main w/o trench up to 500 LF off paved road.	Ft.		
109	Install 8" PE main w/o trench up to 500 LF off paved road.	Ft.		
110	Install 2" or smaller steel main w/trench up to 500 LF off paved road.	Ft.		
111	Install 3" steel main w/trench up to 500 LF off paved road.	Ft.		
112	Install 4" steel main w/trench up to 500 LF off paved road.	Ft.		
113	Install 6" steel main w/trench up to 500 LF off paved road.	Ft.		
114	Install 8" steel main w/trench up to 500 LF off paved road.	Ft.		
115	Install 10" steel main w/trench up to 500 LF off paved road.	Ft.		
116	Install 12" steel main w/trench up to 500 LF off paved road.	Ft.		
117	Install 16" steel main w/trench up to 500 LF off paved road.	Ft.		
118	Install 2" or smaller PE main w/trench up to 500 LF in paved road.	Ft.		
119	Install 3" PE main w/trench up to 500 LF in paved road.	Ft.		
120	Install 4" PE main w/trench up to 500 LF in paved road.	Ft.		
121	Install 6" PE main w/trench up to 500 LF in paved road.	Ft.		
122	Install 8" PE main w/trench up to 500 LF in paved road.	Ft.		
123	Install 2" or smaller PE main w/o trench up to 500 LF in paved road.	Ft.		
124	Install 3" PE main w/o trench up to 500 LF in paved road.	Ft.		
125	Install 4" PE main w/o trench up to 500 LF in paved road.	Ft.		
126	Install 6" PE main w/o trench up to 500 LF in paved road.	Ft.		
127	Install 8" PE main w/o trench up to 500 LF in paved road.	Ft.		
128	Install 2" or smaller steel main w/trench up to 500 LF in paved road.	Ft.		
129	Install 3" steel main w/trench up to 500 LF in paved road.	Ft.		
130	Install 4" steel main w/trench up to 500 LF in paved road.	Ft.		
131	Install 6" steel main w/trench up to 500 LF in paved road.	Ft.		
132	Install 8" steel main w/trench up to 500 LF in paved road.	Ft.		
133	Install 10" steel main w/trench up to 500 LF in paved road.	Ft.		
134	Install 12" steel main w/trench up to 500 LF in paved road.	Ft.		
135	Install 16" steel main w/trench up to 500 LF in paved road.	Ft.		
136	Install 2" or smaller PE main w/trench over 500 LF off paved road.	Ft.		
137	Install 3" PE main w/trench over 500 LF off paved road.	Ft.		
138	Install 4" PE main w/trench over 500 LF off paved road.	Ft.		
139	Install 6" PE main w/trench over 500 LF off paved road.	Ft.		
140	Install 8" PE main w/trench over 500 LF off paved road.	Ft.		

141	Install 2" or smaller PE main w/o trench over 500 LF off paved road.	Ft.				
142	Install 3" PE main w/o trench over 500 LF off paved road.	Ft.				
143	Install 4" PE main w/o trench over 500 LF off paved road.	Ft.				
144	Install 6" PE main w/o trench over 500 LF off paved road.	Ft.				
145	Install 8" PE main w/o trench over 500 LF off paved road.	Ft.				
146	Install 2" or smaller steel main w/trench over 500 LF off paved road.	Ft.				
147	Install 3" steel main w/trench over 500 LF off paved road.	Ft.				
148	Install 4" steel main w/trench over 500 LF off paved road.	Ft.				
NYSEG MAIN PID (s) – 2009						
PID	PAY ITEM DESCRIPTION	UNIT	Auburn	Plattsburg		
			RATE	RATE		
149	Install 6" steel main w/trench over 500 LF off paved road.	Ft.				
150	Install 8" steel main w/trench over 500 LF off paved road.	Ft.				
151	Install 10" steel main w/trench over 500 LF off paved road.	Ft.				
152	Install 12" steel main w/trench over 500 LF off paved road.	Ft.				
153	Install 16" steel main w/trench over 500 LF off paved road.	Ft.				
154	Install 2" or smaller PE main w/trench over 500 LF in paved road.	Ft.				
155	Install 3" PE main w/trench over 500 LF in paved road.	Ft.				
156	Install 4" PE main w/trench over 500 LF in paved road.	Ft.				
157	Install 6" PE main w/trench over 500 LF in paved road.	Ft.				
158	Install 8" PE main w/trench over 500 LF in paved road.	Ft.				
159	Install 2" or smaller PE main w/o trench over 500 LF in paved road.	Ft.				
160	Install 3" PE main w/o trench over 500 LF in paved road.	Ft.				
161	Install 4" PE main w/o trench over 500 LF in paved road.	Ft.				
162	Install 6" PE main w/o trench over 500 LF in paved road.	Ft.				
163	Install 8" PE main w/o trench over 500 LF in paved road.	Ft.				
164	Install 2" or smaller steel main w/trench over 500 LF in paved road.	Ft.				
165	Install 3" steel main w/trench over 500 LF in paved road.	Ft.				
166	Install 4" steel main w/trench over 500 LF in paved road.	Ft.				
167	Install 6" steel main w/trench over 500 LF in paved road.	Ft.				
168	Install 8" steel main w/trench over 500 LF in paved road.	Ft.				
169	Install 10" steel main w/trench over 500 LF in paved road.	Ft.				
170	Install 12" steel main w/trench over 500 LF in paved road.	Ft.				
171	Install 16" steel main w/trench over 500 LF in paved road.	Ft.				
NYSEG SERVICE PID (S) – 2009						
201	Install 2" or smaller PE service off paved road, main end work	Ea.				
202	Install 2" or smaller PE service off paved road, house end work	Ea.				
203	Install 2" or smaller PE service off paved road, w/trench and backfill	Ft.				
204	Install 2" or smaller PE service off paved road, w/o trench or backfill	Ft.				
205	Install 2" or smaller steel service off paved road, main end work	Ea.				
206	Install 2" or smaller steel service off paved road, house end work	Ea.				
207	Install 2" or smaller steel service off paved road, w/trench and backfill	Ft.				
208	Install 2" or smaller steel service off paved road, w/o trench or backfill	Ft.				
209	Install 2" or smaller PE service in paved road, main end work	Ea.				
210	Install 2" or smaller PE service in paved road, house end work	Ea.				
211	Install 2" or smaller PE service in paved road, w/trench and backfill	Ft.				
212	Install 2" or smaller PE service in paved road, w/o trench or backfill	Ft.				
213	Install 2" or smaller steel service in paved road, main end work	Ea.				
214	Install 2" or smaller steel service in paved road, house end work	Ea.				

215	Install 2" or smaller steel service in paved road, w/trench and backfill	Ft.
216	Install 2" or smaller steel service in paved road, w/o trench or backfill	Ft.
217	Install smaller than 2" PE service with customer installed conduit	Ft.
218	Dig 6" wide trench for PE service	Ft.
219	Dig 12" wide trench for PE service	Ft.
220	Dig 18" wide trench for PE service	Ft.
221	Dig 24" wide trench for PE service	Ft.
222	Dig 36" wide trench for PE service	Ft.
223	Dig 48" wide trench for PE service	Ft.
224	Install 4" PE service off paved road, main end work	Ea.
225	Install 4" PE service off paved road, house end work	Ea.
226	Install 4" PE service off paved road, w/trench and backfill	Ft.
227	Install 4" PE service off paved road, w/o trench or backfill	Ft.
NYSEG SERVICE PID (s) – 2009		
PID	PAY ITEM DESCRIPTION	UNIT
228	Install 4" steel service off paved road, main end work	Ea.
229	Install 4" steel service off paved road, house end work	Ea.
230	Install 4" steel service off paved road, w/trench and backfill	Ft.
231	Install 4" steel service off paved road, w/o trench or backfill	Ft.
232	Install 4" PE service in paved road, main end work	Ea.
233	Install 4" PE service in paved road, house end work	Ea.
234	Install 4" PE service in paved road, w/trench and backfill	Ft.
235	Install 4" PE service in paved road, w/o trench or backfill	Ft.
236	Install 4" steel service in paved road, main end work	Ea.
237	Install 4" steel service in paved road, house end work	Ea.
238	Install 4" steel service in paved road, w/trench and backfill	Ft.
239	Install 4" steel service in paved road, w/o trench or backfill	Ft.
240	Install 6" PE service off paved road, main end work	Ea.
241	Install 6" PE service off paved road, house end work	Ea.
242	Install 6" PE service off paved road, w/trench and backfill	Ft.
243	Install 6" PE service off paved road, w/o trench or backfill	Ft.
244	Install 6" steel service off paved road, main end work	Ea.
245	Install 6" steel service off paved road, house end work	Ea.
246	Install 6" steel service off paved road, w/trench and backfill	Ft.
247	Install 6" steel service off paved road, w/o trench or backfill	Ft.
248	Install 6" PE service in paved road, main end work	Ea.
249	Install 6" PE service in paved road, house end work	Ea.
250	Install 6" PE service in paved road, w/trench and backfill	Ft.
251	Install 6" PE service in paved road, w/o trench or backfill	Ft.
252	Install 6" steel service in paved road, main end work	Ea.
253	Install 6" steel service in paved road, house end work	Ea.
254	Install 6" steel service in paved road, w/trench and backfill	Ft.
255	Install 6" steel service in paved road, w/o trench or backfill	Ft.
256	Install up to 2" PE replacement service, up to 2", off paved road, main end work	Ea.
257	Install up to 2" PE replacement service, up to 2", off paved road, house end work	Ea.
258	Install up to 2" PE replacement service, up to 2", off paved road, w/trench and backfill	Ft.

Auburn	Plattsburgh
RATE	RATE

259	Install up to 2" steel replacement service, up to 2", off paved road, main end work	Ea.		
260	Install up to 2" steel replacement service, up to 2", off paved road, house end work	Ea.		
261	Install up to 2" steel replacement service, up to 2", off paved road, w/trench and backfill	Ft.		
262	Install up to 2" PE replacement service, up to 2", in paved road, main end work	Ea.		
263	Install up to 2" PE replacement service, up to 2", in paved road, house end work	Ea.		
264	Install up to 2" PE replacement service, up to 2", in paved road, w/trench and backfill	Ft.		
265	Install up to 2" steel replacement service, up to 2", in paved road, main end work	Ea.		
266	Install up to 2" steel replacement service, up to 2", in paved road, house end work	Ea.		
267	Install up to 2" steel replacement service, up to 2", in paved road, w/trench and backfill	Ft.		
268	Install 2" PE replacement service, up to 2", off paved road, main end work	Ea.		
NYSEG SERVICE PID (S) 2009				
PID	PAY ITEM DESCRIPTION	UNIT	RATE	RATE
269	Install 2" PE replacement service, up to 2", off paved road, house end work	Ea.		
270	Install 2" PE replacement service, up to 2", off paved road, w/trench and backfill	Ft.		
271	Install 2" steel replacement service, up to 2", off paved road, main end work	Ea.		
272	Install 2" steel replacement service, up to 2", off paved road, house end work	Ea.		
273	Install 2" steel replacement service, up to 2", off paved road, w/trench and backfill	Ft.		
274	Install 2" PE replacement service, up to 2", in paved road, main end work	Ea.		
275	Install 2" PE replacement service, up to 2", in paved road, house end work	Ea.		
276	Install 2" PE replacement service, up to 2", in paved road, w/trench and backfill	Ft.		
277	Install 2" steel replacement service, up to 2", in paved road, main end work	Ea.		
278	Install 2" steel replacement service, up to 2", in paved road, house end work	Ea.		
279	Install 2" or smaller steel replacement service, up to 2", in paved road, w/trench and backfill	Ft.		
280	Install replacement service, plastic insert, off paved road, main to curb valve	Ea.		
281	Install replacement service, plastic insert, off paved road, curb valve to meter	Ea.		
282	Install replacement service, plastic insert, off paved road, main to meter	Ea.		

283	Install replacement service, plastic insert, in paved road, main to curb valve	Ea.
284	Install replacement service, plastic insert, in paved road, curb valve to meter	Ea.
285	Install replacement service, plastic insert, in paved road, main to meter	Ea.
286	Install replacement service with extra excavation per proposal definition	Ea.
287	Complete gas service tie-over per proposal definition	Ea.
288	Complete gas service retirement/abandonment	Ea.
NYSEG MISCELLANEOUS PID (S) - 2009		
301	Complete boring with 4" casing	Ft.
302	Complete boring with 6" casing	Ft.
303	Complete boring with 8" casing	Ft.
304	Complete boring with 10" casing	Ft.
305	Complete boring with 12" casing	Ft.
306	Complete boring with 16" casing	Ft.
307	Complete boring with 20" casing	Ft.
308	Complete open cut installation with 4" casing	Ft.
309	Complete open cut installation with 6" casing	Ft.
310	Complete open cut installation with 8" casing	Ft.
311	Complete open cut installation with 10" casing	Ft.
312	Complete open cut installation with 12" casing	Ft.
313	Complete open cut installation with 16" casing	Ft.
314	Complete open cut installation with 20" casing	Ft.
315	Install 2" and smaller carrier pipe by boring w/o casing	Ft.
NYSEG MISCELLANEOUS PID (S) - 2009		
PID	PAY ITEM DESCRIPTION	UNIT
316	Install 3" carrier pipe by boring w/o casing	Ft.
317	Install 4" carrier pipe by boring w/o casing	Ft.
318	Complete tie-in using plastic high volume tee per proposal definition	Tie-In
319	Complete 1 1/4" plastic tie-in by butt connection per proposal definition	Ea.
320	Complete 2" plastic tie-in by butt connection per proposal definition	Ea.
321	Complete 3" plastic tie-in by butt connection per proposal definition	Ea.
322	Complete 4" plastic tie-in by butt connection per proposal definition	Ea.
323	Complete 6" plastic tie-in by butt connection per proposal definition	Ea.
324	Complete 8" plastic tie-in by butt connection per proposal definition	Ea.
325	Complete 10" plastic tie-in by butt connection per proposal definition	Ea.
326	Complete 12" plastic tie-in by butt connection per proposal definition	Ea.
327	Complete 16" plastic tie-in by butt connection per proposal definition	Ea.
328	Complete 1 1/4" steel tie-in by butt connection per proposal definition	Ea.
329	Complete 2" steel tie-in by butt connection per proposal definition	Ea.
330	Complete 3" steel tie-in by butt connection per proposal definition	Ea.
331	Complete 4" steel tie-in by butt connection per proposal definition	Ea.
332	Complete 6" steel tie-in by butt connection per proposal definition	Ea.
333	Complete 8" steel tie-in by butt connection per proposal definition	Ea.

334	Complete 10" steel tie-in by butt connection per proposal definition	Ea.
335	Complete 12" steel tie-in by butt connection per proposal definition	Ea.
336	Complete 16" steel tie-in by butt connection per proposal definition	Ea.
337	Complete ledge rock excavation, boulder removal, blasting, etc., per proposal definition	Yd. ³
338	Provide tie-in hole in excess of 5' x 7' in surface area	Sq. Ft.
339	Provide linear trench excavation and backfilling in excess of 5' of depth	Ft./Ft. of Depth
340	Provide tie-in hole excavation and backfilling in excess of 5' of depth	Cu.Ft.
341	Provide excavation during frost conditions at a depth in excess of 12" depth of frost	In.Depth/ Ft.
342	Saw cutting concrete	Ft.
343	Saw cutting asphalt	Ft.
344	Saw Cutting Concrete w/asphalt overlay	Ft.
345	Complete fabrication welding of 2" pipe	Dia.In.
346	Complete fabrication welding of 3" pipe	Dia.In.
347	Complete fabrication welding of 4" pipe	Dia.In.
348	Complete fabrication welding of 6" pipe	Dia.In.
349	Complete fabrication welding of 8" pipe	Dia.In.
350	Complete fabrication welding of 10" pipe	Dia.In.
351	Complete fabrication welding of 12" pipe	Dia.In.
352	Complete fabrication welding of 16" pipe	Dia.In.
353	Test station installation, anode installation, clear foreign underground contact utilizing vachoe method for excavation per proposal definition	Ea.
354	Test station installation, anode installation, clear foreign underground contact utilizing conventional method for excavation per proposal definition	Ea.
355	Repair curb box and/or valve box per proposal definition	Box
356	Provide #2 crushed stone per proposal definition	Ton
357	Provide sand per proposal definition	Ton
358	Provide crusher run per proposal definition	Ton
NYSEG MISCELLANEOUS PID (S) - 2009		
PID	PAY ITEM DESCRIPTION	UNIT
359	Provide bank run gravel per proposal definition	Ton
360	Provide processed bank run per proposal definition	Ton
361	Provide item #4 per proposal definition	Ton
362	Provide topsoil per proposal definition	Cu.Yd.
363	Provide flowable fill per proposal definition	Cu.Yd.
364	Provide labor, equipment and material to Install meter protection per proposal definition	Unit
365	Provide labor, equipment and material to remove and replace 4" sidewalk	Sq. Ft.
366	Provide labor, equipment and material to remove and replace 5" sidewalk	Sq. Ft.
367	Provide labor, equipment and material to remove and replace 6" sidewalk	Sq. Ft.
368	Provide labor, equipment and material to remove and replace concrete curb only	Ft.

369	Provide labor, equipment and material to remove and replace concrete curb w/gutter	Ft.
370	Provide labor, equipment and material to remove and replace concrete gutter only	Ft.
371	Provide labor, equipment and material to remove and replace granite or stone curbing	Ft.
372	Provide labor, equipment and material to remove and replace asphalt curbing	Ft.
373	Provide labor, equipment and material to remove and replace asphalt curbing w/gutter	Ft.
374	Provide labor, equipment and material to remove and replace asphalt gutter only	Ft.
375	Remove and replace street by furnishing, delivering, installing and curing 1" hot mix as per proposal definition	Sq. Ft.
376	Remove and replace street by furnishing, delivering, installing and curing 2" hot mix as per proposal definition	Sq. Ft.
377	Remove and replace street by furnishing, delivering, installing and curing 3" hot mix as per proposal definition	Sq. Ft.
378	Remove and replace street by furnishing, delivering, installing and curing 4" hot mix as per proposal definition	Sq. Ft.
379	Remove and replace street by furnishing, delivering, installing and curing 5" hot mix as per proposal definition	Sq. Ft.
380	Remove and replace street by furnishing, delivering, installing and curing 6" hot mix as per proposal definition	Sq. Ft.
381	Remove and replace street by furnishing, delivering, installing and curing 7" hot mix as per proposal definition	Sq. Ft.
382	Remove and replace street by furnishing, delivering, installing and curing 8" hot mix as per proposal definition	Sq. Ft.
383	Remove and replace street by furnishing, delivering, installing and curing 10" hot mix as per proposal definition	Sq. Ft.
384	Remove and replace street by furnishing, delivering, installing and curing 12" hot mix as per proposal definition	Sq. Ft.
385	Remove and replace street by furnishing, delivering and installing wire mesh as per proposal definition	Sq. Ft.
386	Remove and replace street by furnishing, delivering, and installing paving fabric as per proposal definition	Sq. Ft.
387	Remove and replace street by furnishing, delivering, and installing 2" fiber mix as per proposal definition	Sq. Ft.
388	Remove and replace street by furnishing, delivering, installing and curing hot seal as per proposal definition	Ft.
NYSEG MISCELLANEOUS PID (S) - 2009		
PID	PAY ITEM DESCRIPTION	UNIT
389	Remove and replace street by furnishing, delivering, installing and curing tack coat as per proposal definition	Ft.
390	Remove and replace street by furnishing, delivering, installing and curing concrete as per proposal definition	Cu.Yd.
391	Provide and deliver all material, grade, prepare seedbed and apply seed formula I up to 1,000 sq.ft.	Sq. Ft.
392	Provide and deliver all material, grade, prepare seedbed and apply seed formula I over 1,000 sq.ft.	Sq. Ft.

393	Provide and deliver all material, grade, prepare seedbed and apply seed formula II up to 1,000 sq.ft.	Sq. Ft.
394	Provide and deliver all material, grade, prepare seedbed and apply seed formula II over 1,000 sq.ft.	Sq. Ft.
395	Provide and deliver all material, grade, prepare seedbed and apply seed formula III up to 1,000 sq.ft.	Sq. Ft.
396	Provide and deliver all material, grade, prepare seedbed and apply seed formula III over 1,000 sq.ft.	Sq. Ft.
397	Provide and deliver all material, grade, prepare seedbed and apply seed formula IV up to 1,000 sq.ft.	Sq. Ft.
398	Provide and deliver all material, grade, prepare seedbed and apply seed formula IV over 1,000 sq.ft.	Sq. Ft.
399	Provide and deliver all material, grade, prepare seedbed and apply seed formula V up to 1,000 sq.ft.	Sq. Ft.
400	Provide and deliver all material, grade, prepare seedbed and apply seed formula V over 1,000 sq.ft.	Sq. Ft.
401	Provide and deliver all material, grade, prepare seedbed and apply seed formula VI up to 1,000 sq.ft.	Sq. Ft.
402	Provide and deliver all material, grade, prepare seedbed and apply seed formula VI over 1,000 sq.ft.	Sq. Ft.
403	Provide and deliver all material, grade, prepare seedbed and apply seed formula VII up to 1,000 sq.ft.	Sq. Ft.
404	Provide and deliver all material, grade, prepare seedbed and apply seed formula VII over 1,000 sq.ft.	Sq. Ft.
405	Provide and deliver all material, grade, prepare seedbed and apply seed formula VIII up to 1,000 sq.ft.	Sq. Ft.
406	Provide and deliver all material, grade, prepare seedbed and apply seed formula VIII over 1,000 sq.ft.	Sq. Ft.
407	Provide and deliver all material, grade, prepare seedbed and apply seed formula IX up to 1,000 sq.ft.	Sq. Ft.
408	Provide and deliver all material, grade, prepare seedbed and apply seed formula IX over 1,000 sq.ft.	Sq. Ft.
409	Provide and deliver all material, grade, prepare seedbed and apply hay mulch up to 1,000 sq.ft.	Sq. Ft.
410	Provide and deliver all material, grade, prepare seedbed and apply seed hay mulch over 1,000 sq.ft.	Sq. Ft.
411	Provide and deliver all material, grade, prepare seedbed and apply straw mulch up to 1,000 sq.ft.	Sq. Ft.
412	Provide and deliver all material, grade, prepare seedbed and apply straw mulch over 1,000 sq.ft.	Sq. Ft.
413	Provide and deliver all material, grade, prepare seedbed and apply wood fiber mulch up to 1,000 sq.ft.	Sq. Ft.
414	Provide and deliver all material, grade, prepare seedbed and apply wood fiber mulch over 1,000 sq.ft.	Sq. Ft.
415	Provide and deliver all material, grade, prepare seedbed and apply mulch binder up to 1,000 sq.ft.	Sq. Ft.
PID	PAY ITEM DESCRIPTION	UNIT
416	Provide and deliver all material, grade, prepare seedbed and apply mulch binder over 1,000 sq.ft.	Sq. Ft.
417	Provide directional drilling for PE main and service smaller than 2" as per NYSEG Technical Specification.	Ft.

RATE

RATE

417.5	Provide directional drilling for steel main and service smaller than 2" as per NYSEG Technical Specification.	Ft.
418	Provide directional drilling for 2" PE main and service as per NYSEG Technical Specification.	Ft.
418.5	Provide directional drilling for 2" steel main and service as per NYSEG Technical Specification.	Ft.
419	Provide directional drilling for 3" PE main and service as per NYSEG Technical Specification.	Ft.
419.5	Provide directional drilling for 3" steel main and service as per NYSEG Technical Specification.	Ft.
420	Provide directional drilling for 4" PE main and service as per NYSEG Technical Specification.	Ft.
420.5	Provide directional drilling for 4" steel main and service as per NYSEG Technical Specification.	Ft.
421	Provide directional drilling for 6" PE main and service as per NYSEG Technical Specification.	Ft.
421.5	Provide directional drilling for 6" steel main and service as per NYSEG Technical Specification.	Ft.
422	Provide directional drilling for 8" PE main and service as per NYSEG Technical Specification.	Ft.
422.5	Provide directional drilling for 8" steel main and service as per NYSEG Technical Specification.	Ft.
423	Hand or vacuum excavate, including mobilization, 12"-36" test hole to locate company underground facilities	Ea.
424	Hand or vacuum excavate, including mobilization, 37"-59" test hole to locate company underground facilities	Ea.
425	Hand or vacuum excavate, including mobilization, 60"-78" test hole to locate company underground facilities	Ea.
426	Provide asphalt pavement for surface restoration of PID's 423, 424, 425 per proposal definition	Ea.
427	Provide cold patch for surface restoration of PID's 423, 424 and 425 per proposal definition	Ea.
428	Provide concrete pavement for surface restoration of PID's 423, 424, 425 per proposal definition	Ea.
429	Provide vegetation for surface restoration of PID's 423, 424 and 425 per proposal definition	Ea.
430	Provide 2-man crew for leakage repair and other maintenance activities per proposal definition	Hour
431	Provide 2-man crew after 8 hour work day for leakage repair and other maintenance activities per proposal definition	Hour
432	Provide 3-man crew for leakage repair and other maintenance activities per proposal definition	Hour
433	Provide 3-man crew after 8 hour work day for leakage repair and other maintenance activities per proposal definition	Hour
434	Provide 4-man crew for leakage repair and other maintenance activities per proposal definition	Hour
435	Provide 4-man crew after 8 hour work day for leakage repair and other maintenance activities per proposal definition	Hour
436	As-built documentation for services per proposal definition	Service
437	As-built documentation for mains per proposal definition	100' Main

NYSEG METER PID (S) - 2009				
PID	PAY ITEM DESCRIPTION	UNIT	RATE	RATE
500	Rebuild or reconnect one residential meter for house line install, up to and including AL1000 meter	1@		
501	Relight per meter for one meter	1@		
502	Exchange meter, up to and including AL1000 meter	1@		
503	Rebuild or reconnect two residential meters for house line install, up to and including AL1000 meter.	2@		
504	Relight for 2 meters, up to and including AL1000 meter	2@		
505	Exchange 2 meters, up to and including AL1000 meter.	2@		
506	Rebuild or reconnect three or more residential meters for first house line install, up to and including AL1000 meter.	1@		
507	Rebuild or reconnect three or more residential meters for second house line install, up to and including AL1000 meter	1@		
508	Rebuild or reconnect three or more residential meters for third house line install, up to and including AL1000 meter	1@		
509	Relight per meter for three meters or more	1@		
510	Meter exchange for three meters or more	1@		
511	Rebuild/reconnect residential meters, house line installed up to and beyond 15'	Ft.		
512	Cut in residential regulator - may include orifice installation; second relight will be paid as an extra item	1@		
513	Relights per meter	Meter		
514	Meter exchange per meter	1@		
515	Rebuild/reconnect commercial meter set, 2" and less	Ea.		
516	Relight per commercial meter with up to 15 appliances, 2" and less	Meter		
517	Relight per commercial meter with 15-30 appliances, 2" and less	Meter		
518	Relight per commercial meter with over 30 appliances, 2" and less	Meter		
519	Commercial meter exchange for 2" and less	Ea.		
520	Commercial meter, building line installed beyond 15', 2" and less	Ft.		
521	Commercial meter, core drill for vent line/fuel run, 2" and less	Ea.		
522	Rebuild/reconnect commercial meter set, 3"	Ea.		
523	Relight per commercial meter with up to 15 appliances, 3"	Meter		
524	Relight per commercial meter with 15-30 appliances, 3"	Meter		
525	Relight per commercial meter with over 30 appliances, 3"	Meter		
526	Commercial meter exchange for 3"	Ea.		
527	Commercial meter, building line installed beyond 15', 3"	Ft.		
528	Commercial meter, core drill for vent line/fuel run, 3"	Ea.		
529	Rebuild/reconnect commercial meter set, 4"	Ea.		
530	Relight per commercial meter with up to 15 appliances, 4"	Meter		
531	Relight per commercial meter with 15-30 appliances, 4"	Meter		
532	Relight per commercial meter with over 30 appliances, 4"	Meter		
533	Commercial meter exchange for 4"	Ea.		
534	Commercial meter, building line installed beyond 15', 4"	Ft.		
535	Commercial meter, core drill for vent line/fuel run, 4"	Ea.		
	NYSEG URD PID (S) - 2009			
600	Excavation and backfill of 12" additional trench width for joint burial utilities per proposal definition	Ft.		

601	Excavation and backfill of 18" additional trench width for joint burial utilities per proposal definition	Ft.
602	Excavation and backfill of 24" additional trench width for joint burial utilities per proposal definition	Ft.
603	Assembly and installation of Schedule 40 PVC 4" electrical conduit in same trench as gas main per proposal definition	Ft.
NYSEG URD PID (S) - 2009		
PID	PAY ITEM DESCRIPTION	UNIT
604	Assembly and installation of Schedule 40 PVC 6" electrical conduit in same trench as gas main per proposal definition	Ft.
605	Installation of NYSEG supplied direct bury primary electrical cable in same trench as gas main per proposal definition	Ft.
606	Installation of NYSEG supplied direct bury secondary electrical cable in same trench as gas main per proposal definition	Ft.
607	Installation of NYSEG supplied fiberglass transformer pads per proposal definition	Ea.
608	Installation of NYSEG supplied fiberglass handholes per proposal definition	Ea.
NYSEG O&M PID (S) - 2009		
700	Complete residential regulator and vent inspection per NYSEG O&M Manual Section 7.180 for 20 year survey (meter exchange and customer relight may be required)	Ea.
701	Complete 20 year survey for meter exchange per NYSEG O&M Manual Section 7.180	Meter
702	Complete 20 year survey for relights per NYSEG O&M Manual Section 7.180	Meter
703	Complete meter exchange program as per proposal definition	Meter
704	Complete meter exchange program for relights as per proposal definition	Meter

NYSEG EQUIPMENT PID (S) - 2009				
PID	PAY ITEM DESCRIPTION	UNIT	RATE	RATE
800	Backhoe	Hr.		
801	Track Excavator	Hr.		
802	Hoe Ram	Hr.		
803	Barricades	Hr.		
804	Beveling Machine	Hr.		
805	Boring Machine	Hr.		
806	Breaker, Pavement	Hr.		
807	Compactor	Hr.		
808	Compressor, Air	Hr.		
809	Crane	Hr.		
810	Dozers	Hr.		
811	Generators	Hr.		
812	Loader	Hr.		
813	Pumps	Hr.		
814	Roller	Hr.		
815	Saw, Chain	Hr.		
816	Saw, Concrete	Hr.		
817	Sideboom	Hr.		
818	Tamper	Hr.		
819	Trailer	Hr.		
820	Trencher	Hr.		
821	Trucks, Pickup	Hr.		
822	Trucks, Tool	Hr.		
823	Hydroseeder	Hr.		
824	Dump Truck	Hr.		
825	Mulcher	Hr.		
826	Welding Rig	Hr.		
827	Vacuum Excavator	Hr.		
828	Trencher	Hr.		
829	Horz. Directional Drill	Hr.		
830	Steel Plates	Hr.		
831	Trench Shield	Hr.		
832	Fusion Machine	Hr.		
833	Electro Fusion Machine	Hr.		
834	Skid Steer	Hr.		

SCHEDULE E

Notices

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

All communications to USSC shall be directed to:

Utilities Shared Services
Contract Administration
89 East Avenue
Rochester, NY 14649
Phone: (585) 724-8028
Fax: (585) 771-2820

All communications to Supplier shall be directed to:

