

SECTION II

SPECIAL CONDITIONS AND AMENDMENTS

EVERSOURCE

VEGETATION MANAGEMENT

2023 – 2026

CONTRACT SPECIAL CONDITIONS

A FULL SERVICE CONTRACT

Eversource and the Contractor hereby agree to establish a working relationship for the purpose of the Contractor performing high quality distribution line clearance and related vegetation management services within the Eversource service area pursuant to the terms of the Contract Documents, hereinafter defined. Eversource Owner's Representative and Contractor shall work together so that the Contractor shall provide Services to improve electrical service reliability.

B LOCATION OF WORK

Contractor shall perform the line clearance services set forth in the Contract Documents in the locations designated by Owner within Owner's Divisions, Sub-Divisions or Area Work Centers (AWCs) identified in the attached **EXHIBIT A.**

Contractors shall be responsible for securing overnight parking locations for their equipment. NO PARKING on Company property shall be allowed unless authorized by the AWC Electric Operations Manager.

C PERFORMANCE SCHEDULE

Term for Performance of Services
Contractor shall commence the performance of the services set forth in the Contract Documents after January 1 and shall complete all annual work on or before December 31 of the contract years, unless otherwise agreed to in writing by Owner.

Planning Schedule
Contractors shall provide a detailed work schedule no later than one month after acceptance of award. The schedule shall provide a month-by-month work completion schedule of miles for all work types. The work schedule must be balanced by month (not back loaded with the majority of miles completed in quarters three and four) and approved by the Owner's Representative after plan submission. This plan will be included in the Incentive/Penalty evaluation.

The Contractor shall also provide a resource loaded schedule that demonstrates the Contractor's ability to perform this work. This resource plan must also include any previously awarded work. Adherence to scheduled start and end dates are mandatory. Failure to adhere to the agreed upon dates and maintaining proper quality may result in the termination of this Contract and/or penalties.

The Contractor shall commit to a total number of crews they can provide to the Company throughout the yearly work scope. The Contractor and the Company shall agree to specific start and end dates on identified circuits. The Contractor shall provide sufficient staffing to meet the agreed upon completion date for individual circuits.

Working Beyond Owner's Work Period
The calendar week runs from Sunday through the following Saturday. Except for emergency restoration, all work shall be performed during Eversource normal working hours, Monday through Friday, excluding

company holidays. Work outside the normal working hours requires prior approval by the Owner's Representative.

Emergency Storm Support
All crews and equipment shall remain on the property during emergency restoration, unless released by the Owner's Representative. Emergency restoration work does not absolve the Contractor from completing the scheduled maintenance tree and brush work on time.

Resources working on the system will be expected to be available for storm and emergency response for the entire system. During off hours and weekends, Contractor resources are to be on site within 1.5 hours from the time of notification within awarded territory.

D SCOPE AND PRICING OF CONTRACTOR SERVICES

1 Unit Price Planned Cycle Miles Portion of Contract Services:

Perform line clearance along overhead on and off-road electrical circuits owned by Eversource and listed in **EXHIBIT B.** Right-of-way work is excluded and noted on the circuit maps. Provide Unit Prices for the SMT and METT/METTL work by Bid package in **EXHIBIT C**. Awards will be made by Bid package.

All work shall be performed in accordance with the following specifications:

- SPECIFICATION FOR LOCAL DISTRIBUTION LINE CLEARANCE TREE WORK AND BRUSH CONTROL – Revision date 2023.

The Unit Price portion also includes

- Notification or consent as required by state, operating company, and work type.
- Managing all responses or questions generated from notification and customer concerns in relation to circuit work.
- Permitting as defined in Amendments to Section I Part A and any town or state fees.
- Traffic control.
- Herbicide costs.
- Timesheet materials for Unit Price tree trimming and tree removal services. Eversource T&M timesheets shall not be utilized for Unit Price Contract Services.
- Wood disposal costs for wood debris (i.e. chips and logs) from any cutting included in the unit price mileage work.
- Personal communication devices (i.e. cell phones), tablets, or other mobile device required for use with Smart Inspect and other Vegetation Management programs, please see specifications in Section I.
- Any Go-Backs as determined by the Owner's Representative, requiring Contractor to return to areas where specified clearances were not obtained to perform additional services.

The Unit Price portion does not include:

- Materials for customer notification or consent.
- Removal of trees greater than 16 inches DBH or trees outside of the clearance zone on SMT, METT, and METTL.

- Prioritized laterals where 10-feet of side clearance is directed.
- Customer requested service drop trimming.
- Bulk supply distribution rights-of-way tree and brush control.

Unit Price mileage adjustments
No allowances for differences in miles, represented in the Contract Documents and wheeled (actual) miles will be made. The contractor is responsible for trimming all the overhead distribution miles (excluding identified rights-of-way) identified on the provided circuit maps.

Unit Price work deductions
Unit Price deductions will be made when no work or a reduced amount of work is completed compared to what was presumed necessary when the contract was awarded. Reductions in work are generally due to permission refusal, no tree owner contact, or where project work precludes tree trimming in the area. Prior to bid award the Contractor and the Owner's Representative will agree on one of the following three options concerning payment for Unit Price deductions:

- Perform compensatory work: The compensatory work may include T&M work in the Unit Price area, or work in another location in Eversource territory. Travel time will be included in the compensatory work.

- Reduced payment: The total deduction cost will be equal to the total number of miles not worked multiplied by the average cost per mile of the Unit Price cost, less $300 per mile for permissions costs.

- Refusals: Work on overturned refusals, modifications and no contacts are included in the Unit Price cost when overturned within 4 weeks of the Owner's Representative receiving form OP5520. Work overturned after 4 weeks of receiving form OP5520 will be done on a T&M basis and the Unit Price cost will be deducted from the invoice.

Improper or Incomplete Circuit Work
Contractor shall complete all Go-Backs on circuits promptly and within 4 weeks of receiving notice of Go-back. If circuit portions (i.e. climbing taps) or Go-Backs are left incomplete after 30 days, the contractor **will not start any new circuit work** until incomplete circuits or Go-Backs are completed.

2 Unit Price Emergent Miles Portion of Contract Services
In addition to and/or substitution for the planned cycle miles, the contractor may be requested to perform line clearance services along **emergent** overhead on and off-road electrical circuits and/or segments to be determined by Eversource. Provide Unit Price per mile for emergent work by Area Work Center.

Unit Price inclusions, exclusions, deductions, and improper or incomplete work items from article D.1 *Unit Price Planned Cycle Miles Portion of Contract Services* shall also apply to article D.2 *Unit Price Emergent Miles Portion of Contract Services*.

All work shall be performed in accordance with the following specifications:

- SPECIFICATION FOR LOCAL DISTRIBUTION LINE CLEARANCE TREE WORK AND BRUSH CONTROL – Revision date 2023.

The pricing schedule for Unit Prices per emergent mile and Area Work Center shall be included in **EXHIBIT C**.

3 Unit Price Tree Removal Portion of Contract Services

Unit prices for tree removals by size class will be negotiated with Eversource's Procurement Department as part of the contract and shall be made part of the Contract Purchase Orders. The unit price size classes are incremental with six-inch increments (i.e. >6"-12", >12"-18", >18"-24", >24"-30", >30"-36", and >36"). The unit prices by size class includes obtaining consent, removal of the tree, traffic control, and wood/log/debris removal. Additionally, the contractor will supply a separate unit price for trees that have already been permissioned with consent obtained.

The contractor will supply separate unit prices for log removal and stump grinding (including chip disposal, soil backfill, and grass seed) per class size.

The pricing schedule for unit price removals shall be included in **EXHIBIT C**.

4 T&M Portion of Contractor Services

T&M billing rates will be negotiated with Eversource's Procurement Department as part the Contract and shall be made part of the Contractor Purchase Orders. Pricing Schedules for T&M rates shall be attached hereto as **EXHIBIT C**.

All T&M work performed will be billed at the contractor approved rates at straight time for the first 45 hours excluding Saturdays, Sundays, and holidays. Billable overtime work must be authorized by the Owner's Representative. Saturdays will be billed as OT and determined by multiplying the straight time billing rate by the labor overtime multiplying factor. Sundays and holidays will be billed as SH and determined by multiplying the straight time billing rate by the Sunday/Holiday labor multiplying factor. No increase in billing rates will be allowed for equipment overtime. T&M work requires approval of the Owners' Representative before work is started.

5 Restoration Services

On Property Crews:
Crews on property are defined as crews that are currently working on any Eversource contracts. All restoration work will be billed at the contractor approved T&M rates at straight time for the first 45 hours excluding nights, Saturdays, Sundays, and holidays. Nights (after the normal workday) and Saturdays will be billed as OT and determined by multiplying the straight time billing rate by the labor overtime multiplying factor. Sundays and holidays will be billed as SH and determined by multiplying the straight time billing rate by the Sunday/Holiday labor multiplying factor. No increase in billing rates will be allowed for equipment overtime. Chippers will not be in tow or billable during restoration unless requested by Owner's Representative.

Crews are required to submit restoration information via the Smart Inspect application as well as complete and submit an Emergency Restoration Form for each day of restoration with the time sheet. The form is attached as **EXHIBIT D.**

If meals are not provided by the Company, a per diem of $65 per person will be compensated for meals. If the Company does not provide lodging for crews working outside of their awarded territory, a per diem of $65 per person will be provided for lodging.

Contractor General Foreman will be paid for hours worked during major restoration based on submitted T&M hourly rates and overtime multipliers.

Contractor Safety personnel are non-billable.

E PRIORITY OF DOCUMENTS

In case of conflicts, the terms contained in the SPECIAL CONDITIONS AND AMENDMENTS will take precedence over conflicting terms in the following Contract Documents:

- GENERAL TERMS AND CONDITIONS (SECTION I)
- SPECIFICATION FOR LOCAL DISTRIBUTION LINE CLEARANCE TREE WORK AND BRUSH CONTROL - Revision date 2023.

F CONTRACTOR PERSONNEL

Supervision
Contractor shall employ full-time supervisors for staffed crews dedicated to each Division.
Contractor shall provide, prior to the start of the contract a list of management and supervisory personnel by Division.

Crew Availability / Emergency
Contractor shall have crews available for emergency restoration work 24 hours per day; 365days per year during the period the contractor is working the contract. Contractor shall provide only crews that are skilled, experienced, and capable of communicating in English to perform emergency restoration services.

Customer Image
Tree crews have considerable customer contact. As such, it is imperative that all tree workers have proper attire and a neat appearance. Unprofessional conduct will not be tolerated.

Successful bidders shall affix “Eversource Contractor” signs to all trucks used on the system. These signs shall be placed on both sides of the truck and will be provided by Eversource.

No equipment older than 10 years shall be used on the Company property without written permission of the Owner Representative. This includes aerial lifts, chippers, and any other road vehicles.

G PERFORMANCE EVALUATION

Score Card / KPI Evaluations
Owner Representative shall evaluate Contractor monthly using a scorecard of KPI’s.

Incentive / Penalty

On a quarterly basis, depending on the results of evaluation, Owner will pay Contractor an incentive payment or Contractor will make a penalty payment to Owner based on Contractor's performance in KPI areas referenced herein and in accordance with the Eversource Vegetation Management Incentive/Penalty Program, attached hereto as **EXHIBIT E** and incorporated herein by reference.

H COMMUNICATIONS

Communications with Owner

Contractor shall notify the Owner's Representative immediately after any of the following:

- Contractor incidents involving employee accidents or injuries.
- Electrical contact with contractor employee or equipment.
- Contractor caused electrical outages.
- Equipment or material accidents or damage.
- All pesticide, fuel, or oil spills after notifying the CT Department of Energy and Environmental Protection (DEEP).

Contractor shall submit an Incident Report Form, **EXHIBIT F**, within one (1) working day of incident. A completed Incident Analysis shall be submitted within two (2) working days of incident.

Unresolved Complaints

Contractor shall notify Owner's Representative of any unresolved customer complaints within two (2) working days of last contact with customer.

Daily Reporting

Contractor shall provide the work location for each crew every day, by 8 AM, and by 2 PM on Friday for approved Saturday work. Any changes in crew reporting locations must be communicated to the Owner's Representative via email.

Time Sheet Submission / Weekly Reporting

The contractor shall submit weekly the previous week's SMT, METT, and METTL completed mileage via email no later than noon on Monday. Weekly time sheets for T&M work only are due in to the Eversource office by noon of the Tuesday following the work week. Herbicide spray reports, tree removal reports and permissions denial slips shall be turned in weekly with time sheets.

Monthly Reporting

Contractor will report monthly the updated circuit schedule detail of all completed work by work type, segment, and miles completed. Man-hours worked and miles driven for all personnel will be provided monthly to be used as part of incentive/penalty calculation of contractor safety performance.

Communications with Town and State Officials

Contractor shall work with Owner's Representative to maintain open communication with town and state officials (Tree Wardens, First Selectmen, Town Managers, state Dept. of Transportation officials and others) to detect and resolve any potential problems at an early stage.

I EQUIPMENT

Contractor shall provide bucket trucks and chippers (included in the equipment billing rate) fully equipped with all the necessary and properly maintained tools including, but not limited to:

- hydraulic stick saw.
- a minimum of two one-man gasoline chain saws (one with at least a 14-inch bar length and one with at least a 21-inch bar length).
- various hand tools including ropes, rakes, shovels, hand saw, pole pruner, pole saw, and leaf blower.
- rain gear, tire chains, maps of the area, portable hand light and truck mounted spotlight.

Bucket truck height is based on the platform height (ground to bottom of basket), not working height.

The handles, hoses, actuating cords, and related components for all equipment used by Contractor shall be of non-conducting material.

Supervisors, General Foremen, Customer Service Specialists, and Permission Specialists shall be equipped with smart phones capable of voice, text, e-mail, GPS, and data communications. The cost of phones shall be included in the labor rates and will not be billed separately. Each crew shall have a cell phone that is included in the labor rates.

Each bucket truck and all other billable vehicles shall have GPS tracking systems. Eversource will have access to live and historic tracking and reporting via the web for all time and material billing.

J UNSCHEDULED CUSTOMER OUTAGES

In cases where the Contractor causes an unscheduled outage, the Contractor will immediately notify the Company's Representative, and the Contractor will also provide a summary report assessing what occurred within **24 hours** of occurrence. In addition, the Contractor shall provide a detailed written report with corrective and preventive course of action **within 3 working days** of the incident.

In addition to the Contractor's obligations to indemnify the Company in accordance with the terms of the agreement between the Contractor and the Company, the Contractor will be financially responsible for the repair of all Company, customer and third-party equipment/property damaged by Contractor during performance of work under this contract. This includes the Contractor's own costs, as well as all associated company costs (including but not limited to material/equipment, police details, Company labor, vehicle, and administration costs, etc.).

Certain types of work may require intentional interruption of Company customers. Contractors are not permitted to intentionally interrupt Company customers, without prior authorization of the Company's Representative.

K ATTACHMENTS AND EXHIBITS:

- ATTACHMENT: SPECIFICATION FOR LOCAL DISTRIBUTION LINE CLEARANCE TREE WORK AND BRUSH CONTROL - Revision date 2023.

- EXHIBIT A: Map indicating locations designated by Owner within Owner's Divisions, Sub-Divisions, or Area Work Centers.

- EXHIBIT B: Circuit List

- EXHIBIT C: Pricing Schedules for Bid Packages for Planned Unit Price Miles, Emergent Unit Price Miles, Unit Price Tree Removals, and T&M work
- EXHIBIT D: Emergency Restoration Form
- EXHIBIT E: Eversource Vegetation Management Incentive/Penalty Program
- EXHIBIT F: Incident Report Form
- EXHIBIT G: Eversource CT Vegetation Management Work Planning Guide

L AMENDMENTS TO SECTION I, GENERAL TERMS AND CONDITIONS

The GENERAL TERMS AND CONDITIONS Services, Equipment & Construction (REV 6, dated 06/03/14) are hereby amended for application to this line clearance project as follows:

1. COMPLIANCE (Article 20)

Add the following:

a. It will be the responsibility of the Owner's Representative to obtain town tree trimming and scenic road permits.

b. It will be the responsibility of the Contractor in Connecticut to:

i. Submit any “town notification on tree removals greater than 18 inches DBH” documents required by the state to the town’s Chief Elected Official and Tree Warden.

ii. Obtain Connecticut Department of Transportation (DOT) Highway permits for tree work on state highways.

c. All Contractors shall submit the names of Contractor personnel holding a Commercial Pesticide Supervisory Applicator's license (Category 6 in CT) prior to the beginning of the contract.

2. TERMINATION FOR CAUSE (Article 14)

Add the following:

a. If upon inspection, the Owner's Representative feels the Contractor is falling unreasonably behind schedule, or the quality of the work or safety performance of the Contractor is unsatisfactory, the Owner may pay the Contractor for the percentage of mileage completed and terminate the contract.

3. TERMS OF PAYMENT (Article 3)

Add the following:

a. Unit Price work will be invoiced on monthly basis for miles and removals by size class completed.

b. All T&M work will be invoiced weekly through the WEEKLY OPERATIONS REPORTS (Form OP3367) and submitted via the Ariba network. Any WEEKLY OPERATION REPORTS that are not accurate will not be accepted, and contract payment(s) will be withheld. Payment(s) will not be resumed until corrections are made to the satisfaction of the Owner's Representative. Contractor shall not invoice for any crew or equipment down time including but not limited to equipment break downs, maintenance and repairs, truck inspections or inclement weather.

4. SAFETY PRACTICES (Article 25)

Add the following:

PERSONNEL: Because of the high-level, quality workmanship required, the Contractor shall employ only supervisory, permissions and field personnel who are thoroughly skilled, qualified and certified when appropriate in distribution line clearance, have an appropriate knowledge of arboriculture and work to comply with ANSI Z-133, OSHA 29 CFR 1910.269, ANSI A300 (PART 1) specifications and Best Management Practices – Utility Pruning of Trees by ISA.

PERFORMANCE: Owner's Representative shall make safety observations and periodic work site reviews to verify that the Contractor is meeting all contractual obligations (including safety as required under OSHA 29 CFR 1910.269 and ANSI Z 133. If a safety violation is observed threatening physical safety (i.e. working within OSHA minimum approach distances, working between conductors, or putting hands, arms, or feet in a chipper chute) the work will be stopped. Less serious violations will be verbally reported to Contractor supervisory personnel and recorded on the CREW REVIEW form.

SAFETY RECORD: The Contractor shall complete and file a copy of Eversource Safety Questionnaire (Long Form) for Prospective Contractors along with this contract.

ELEVATOR LIFT DEVICES: The following rule applies to Contractors performing tree work using an aerial lift manufactured with an elevator lift device between the truck chassis and lower boom: All ground workers of the Contactor shall maintain a minimum clearance of 3 feet from aerial lifts (including body, chassis, and outriggers) and all attached equipment (i.e. chippers) and shall not operate any attached equipment while the aerial lift is performing line clearance operations (effective when the boom leaves the cradle). This rule does not apply to emergency rescues or preflight safety checks.

OPERATIONS BETWEEN CONDUCTORS: No tree worker shall place or move their bucket between the primary and other electric or communications lines. This policy shall be followed regardless of the distance between the primary and other electric or communications lines.

M DEFINITIONS

- "BID PACKAGE" shall mean a set of circuits grouped together to bid on individually.
- "CONTRACT DOCUMENTS" shall mean the documents listed in this document, any Purchase Orders issued there under, and this SPECIAL CONDITIONS AND AMENDMENT, including any attachments and exhibits.
- "CONTRACTOR" shall mean the person or company that agrees to furnish all labor, equipment, materials, supervision, and services necessary to perform and complete the project in accordance with the Contract Documents.
- "DIVISION" shall mean those areas designated by Owner for Contractor to perform services and described in the attached **EXHIBIT A.**
- "ETR" shall mean Enhanced Tree Removal.
- "GO-BACKS" shall mean those locations where Contractor performed incomplete or improper Services, requiring Contractor to return to the location to correct or complete Services.
- "KPI" shall mean Key Performance Indicators.
- "METT" shall mean Maintenance of Enhanced Tree Trimming on backbones and laterals.
- "METTL" shall mean Maintenance of Enhanced Tree Trimming on laterals.
- "OVERHEAD HAZARDS" shall mean all dead, dying, diseased, insect infested and structurally weak branches.
- "OWNER" shall mean the Eversource.
- "OWNER'S REPRESENTATIVE" shall mean the individual identified by Owner as a representative to communicate with Contractor.
- "QC" shall mean Quality Control performed by Owners Representative.
- "ROW" shall mean Rights-of-Way.
- "SERVICES" shall mean distribution line clearance and related vegetation management services to be provided by Contractor pursuant to the terms of the Contract Documents.
- "SMT" shall mean Scheduled Maintenance Trimming on laterals.
- "T&M" shall mean Time and Material.
- "UNIT PRICE" shall mean payment based on a price per unit completed.