REDACTED

COVER AGREEMENT
EVERSOURCE ENERGY SERVICE COMPANY
AND
ELECNOR ENERGY SERVICES, LLC
FOR
EMERGENCY RESPONSE ELECTRIC UTILITY SERVICES AND RESOURCE COMMITMENT

This Cover Agreement for Emergency Response Electric Utility Services and Resource Commitment ("Agreement") dated as of **October 13, 2022, 2022** (the "Effective Date"), combined with all other Agreement Documents identified below, constitutes the complete agreement (the "Agreement") between EVERSOURCE ENERGY SERVICE COMPANY, as agent for its affiliates ordering Emergency Response Work from Contractor ("Owner"), and Elecnor Energy Services, LLC ("Contractor"), a Delaware limited liability company with offices at 324 Riverwalk Drive, Suite 202, San Marcos, TX 78666, for Contractor's performance of Emergency Response Work (as defined below).

THE AGREEMENT INCLUDES THIS COVER AGREEMENT AND THE DOCUMENTS LISTED BELOW, WHICH ARE ATTACHED HERETO AND MADE A PART HEREOF, AND ALL OTHER DOCUMENTS REFERENCED IN SUCH DOCUMENTS.

- **Purchase Order/Contract (Excluding Terms and Conditions Printed on Reverse Side)**
- **Exhibit A: Emergency Response Work Pricing Schedule**
  - **Schedule A (1): ERW Rate Schedule for:**
    - **Primary Services**
    - **Secondary Services**
    - **Transmission Services**
    - **Equipment**
- **Exhibit B: General Terms and Conditions ("GTCs") Service,Equipment and Construction Revision 19 Dated 01/21/20**
- **Exhibit C: Emergency Response Contractor Profile Form**
- **Exhibit D: Eversource Energy Right of First Refusal (ROFR) Statement of Work**
- **Appendix A: Eversource – External Crew Roster**

I. DEFINED TERMS; INTERPRETATION

Capitalized terms used in the Agreement have the meaning given in the applicable document forming a part of the Agreement, including the Pricing Schedule, as well as Utility Services General Terms and Conditions ("GTCs"). For purposes of the Agreement, the definition of Equipment shall include all equipment and mobile equipment, including automobiles, trucks, vans, tractors, trailers, carts, flatbeds, and any other type of rolling stock provided by Contractor for use in the performance of Emergency Response Work. The terms "include(s)," "included" and "including," as well as any variations thereof, are used without limitation.

For purposes of this Agreement (consistent with GTCs), the following capitalized terms shall have the meanings set forth below:

"Emergency" means any emergency event expected by Owner or declared by Owner (whether or not such event is declared an emergency by any governmental authority), including stormy weather or other adverse weather conditions that are forecasted to occur or have occurred, that causes, or may cause, damage, interruption, impact or unplanned outages to all or a portion of Owner's affiliates' utility systems. An Emergency does not constitute an event of Force Majeure under the Agreement.

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"Emergency Response Work" means Emergency-related Work to be provided by Contractor pursuant to each Emergency Response Work Release, as specified by Owner. Emergency Response Work is included within the definition of "Work".

"Emergency Response Work Protocols" means Owner's Emergency Response Work protocols and work standards, procedures and manuals, including Owner's Emergency Storm Restoration Safety Guideline provided to or made available to Contractor, as may be modified from time to time by Owner and provided to Contractor if and when such modifications are made to such guidelines.

"Emergency Response Work Release" means each release for Emergency Response Work pursuant to an oral communication (i.e., by telephone or in person) or written (i.e., by email, fax or other documentation, in whatever form) issued and/or approved by Owner for Emergency Response Work, in each case under the Order, and in the form and on such terms determined by Owner in good faith. Contractor's commencement of Emergency Response Work awarded to it by Owner pursuant to each Release shall constitute Contractor's acceptance of all of the provisions of the applicable Release, if such Release conforms to the terms and conditions contained herein and does not violate any conditions of Contractor's labor agreements.

II. PRIORITY OF DOCUMENTS

Notwithstanding anything to the contrary set forth in the Agreement, if the provisions of this Cover Agreement are inconsistent with or conflict with the provisions of the GTCs, the terms of this Cover Agreement shall control. If the GTCs apply to this Agreement, Article 48 of the GTCs is amended to provide that this Cover Agreement shall have second priority among the Contract documents, behind the Purchase Order (and any Emergency Response Work Releases thereunder) but greater priority than the Special Terms and Conditions (if any) and the other Contract documents.

III. TERM OF THE CONTRACT

The Contract shall be in effect for the periods specified in Purchase Order/ Contract, and shall be automatically renewed for successive one (1) year periods unless Owner notifies Contractor, in writing, at least sixty (60) calendar days before the end of the initial term or the end of any one (1) year renewal term, as the case may be, that Owner elects not to renew the Contract. Upon Owner's delivery of such non-renewal notice to Contractor, this Contract shall terminate at the end of the applicable term.

IV. SCOPE OF EMERGENCY RESPONSE WORK

Contractor shall perform and complete Emergency Response Work in accordance with the Agreement, including Owner's Emergency Response Work Protocols. Owner may require Contractor to perform Emergency Response Work in all or any part of Owner's service territories. Contractor's commencement of Emergency Response Work awarded to it by Owner pursuant to each Emergency Response Work Release shall constitute Contractor's acceptance of all of the provisions of the applicable Emergency Response Work Release if such Release conforms to the terms and conditions contained herein and does not violate any conditions of Contractor's labor agreements. Contractor shall be solely responsible for all means, methods, techniques and procedures for Emergency Response Work.

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V. CONTRACTOR RESOURCE COMMITMENTS AND EQUIPMENT INFORMATION; RESPONSE TIME

1. Contractor shall provide Owner with emergency contact information and other information requested by Owner from time to time and, simultaneously with execution of this Cover Agreement, shall complete the Emergency Response Contractor Profile Form attached hereto as Exhibit C ("Contractor Profile"). Contractor shall keep the information in the Contractor Profile current and promptly notify Owner of any changes to the Contractor Profile in writing or using automated processes that Owner may make available from time to time.

2. Contractor hereby provides Owner with a commitment and right of first refusal (as such right of first refusal is defined in Exhibit D attached hereto) for crews/FTE's/Equipment (*including Equipment and support, as requested*) as follows:

   i. *75 FTEs with Equipment (including support staff)*
   ii. *70FTEs without Equipment*
   iii. *20 service crews*

3. The foregoing shall be called the Resource Commitment ("Commitment"). In advance of or during emergency or storm events or forecasts of hazardous weather, if Owner desires a Commitment, Owner will contact Contractor as soon as reasonably practicable and notify Contractor if Owner is activating this Agreement and the number of crews/equipment Owner needs, so that Contractor may deploy any resources that are committed to Owner that Owner requests. Owner agrees to pay the standby/travel rates set forth in the attached Rate Schedule until such crews/equipment are deployed and performing Work on Owner's facilities, after which the rate schedule set forth in the applicable GTCs shall apply.

4. For any particular emergency or storm event, if Contractor receives a firm offer of work from another utility(s) that could impact the Commitment, Contractor will promptly contact the Owner's designated representative and advise Owner of the potential impact to the Commitment. Owner will have 2 hours from notification to do one of the following:
   i. activate the crews/equipment reserved under the Commitment; or
   ii. release Contractor from the # of crews/equipment in the Commitment obligation impacted by the other customer's firm offer; or
   iii. work with Contractor to revise the Commitment for the particular event to a mutually agreeable smaller crew/equipment commitment number solely for the particular event at issue and release the remaining available crews to work for the other customer.

5. In the event that Owner does not exercise its rights to the Commitment under this Agreement and releases Contractor from all or a portion of the Commitment obligation impacted by the customer's firm offer and Contractor deploys such resources to provide Services to such other customer(s), upon completion of those Services for the other customer (and its affiliates, if applicable and requested by customer), the Commitment will apply to those resources when released by the other customer.

6. Upon Owner's request for crews under this Agreement, the Contractor will deploy the crews/equipment requested in accordance with Owner's schedule and provide the necessary paperwork to DHS (if applicable) with border crossing(s) approvals if applicable, as follows:

   i. The deployment phase shall include (#35) of crews deployed to Owner's designated staging location within 12 hours of Owner's request for deployment.
   ii. Any remaining balance of crews will arrive in Owner's designated staging location within service territory within 24 hours of Owner's request.

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7. Within two (2) hours after Owner's request for Contractor Crews and Equipment and information, Contractor will provide Owner with the requested information and coordinate with Owner for the deployment schedule for the Owner requested Contractor Crews and Equipment for Emergency Response Work. In addition to the Crews and Equipment subject to the Commitment, Contractor will also advise Owner of any other available and qualified Contractor crews/equipment and if requested by Owner, provide such Contractor Crews and Equipment to Owner for Emergency Response Work.

8. If, prior to Owner's award of such Emergency Response Work to Contractor, the availability of Contractor Crews or Equipment changes, Contractor shall immediately notify Owner.

9. Contractor shall immediately confirm to Owner the amount of Contractor Crews and Equipment committed to such Emergency Response Work and provide the following information regarding the Contractor Crews and Equipment being mobilized:

    i. The number of persons available and the name, qualifications, job classification, local union affiliation and gender of each such person;
    ii. The type and quantity of Equipment to be provided by Contractor;
    iii. Crew information (number of crews, persons per crew, and type of Equipment assigned to each crew) Eversource – External Crew Roster (Appendix A) must be completed;
    iv. The name and contact information for the on-site supervisor;
    v. The name and contact information for the foreman of each work crew;
    vi. The response time for mobilization of the Contractor Crews and Equipment to the Site or Owner-designated onboarding location; and
    vii. Expeditiously mobilize the committed Contractor Crews and Equipment to the Site **or onboarding location designated by Owner** in accordance with the mobilization schedule specified by Owner. Contractor must notify Owner immediately if there will be any delay in deploying the requested Contractor Crews and Equipment, and in such event notify Owner in writing as to when such resources will be available and can be on Site for such Emergency Response Work;
    viii. Provide at least one (1) supervisor for Contractor Crews, in addition to a foreman for each work crew; and unless defined differently in the Contract, crew will be regarded, for overhead distribution and primary, as one (1) bucket truck and two (2) qualified employees.
    ix. Provide at least one English speaking crew member per crew who can translate for non-English speaking crew members.

10. In addition to complying with all other applicable provisions of the Contract, Contractor Crews performing Emergency Response Work shall:

    i. Be qualified and fit for duty (including no use of alcohol or illegal drugs, and no use of legal drugs that could adversely impact job performance).

    ii. Comply with all of Owner's Emergency Response Work Protocols; and

11. The Commitment means the Contractor agrees to provide the number of resources requested by Owner within the Commitment as prescribed in this Agreement to Owner for Emergency Restoration services for the length of the Emergency Restoration Event. Crews offered at Inquiry will remain available to Owner until released by Owner at the Contractor's request. In every instance Owner will determine the length of the Emergency Restoration Event.

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12. The Owner retains ownership and salvage rights to all material. Return wire is to be cut up and placed in designated storage containers. Material deemed by the Owner representative as unsalvageable is to be disposed of by Contractor, at the Owner designated container.

13. Energized Conductors-The conductors involved in this contract may be energized at voltages up to 34.5kV, or higher if theWork issued involves transmission lines.

14. Terms of Engagement: All resources will remain on property until they are formally released by Owner's Management.

15. Inventory and Obtaining materials -The Contractor will sign for all material received. There will be a closing inventory when the job is completed. At no time will Contractor take any materials not authorized by the Owner representative. Contractor will be escorted to the stock area by a Owner representative.

VI. MEALS AND LODGING

Unless otherwise agreed in advance and in writing by Owner and Contractor, Owner will provide meals, lodging and all necessary supplies and materials for the performance of Emergency Response Work (but not tools or safety equipment or clothing) for Contractor Crews performing Emergency Response Work while they are at the Site or Owner-designated onboarding site. If it is more efficient for Contractor Crews to obtain meals that are not Owner-provided, Owner shall, if Owner or the Owner's Representative has preapproved such alternative arrangement in writing, reimburse Contractor with no markup for the reasonable cost of such meals, provided that Contractor submits itemized and signed receipts covering such expenses. No additional mark ups are allowed.

If Owner assigns lodging for Contractor's crews and any of the Contractor crews decline to stay at their assigned lodging, then any alternative lodging procured by the Contractor for such crews will be at Contractor's own expense and will not be reimbursed. Any travel time for Contractor crews to get to such alternative lodging provided by Contractor shall not be billed to Owner and will not be reimbursed.

If Owner does not provide meals and lodging, Contractor shall be compensated for meals and lodging in accordance with the applicable per diem rates set forth in the Pricing Schedule during the periods that Contractor is compensated for Contractor Crews and Equipment at the applicable Travel Time Rates set forth in the attached Pricing Schedule.

VII. EQUIPMENT AND VEHICLES

Unless otherwise agreed to in advance and in writing by Owner and Contractor, all Contractor Crews will arrive at the Site or Owner-designated onboarding site fully equipped with all tools and equipment necessary and appropriate to properly, safely and diligently perform Emergency Response Work, including all Personal Protective Equipment (PPE) and all items that are required by OSHA, federal, state or Owner safety and health regulations, including enclosed space and/or confined space entry equipment, traffic control devices, and public safety protection.

Contractor Crews mobilized for Emergency Response Work shall use any and all field technology provided by Owner in connection with such work, including GPS and wireless communications equipment. Any tools or equipment provided by Owner to Contractor Crews, including any field technology (e.g. GPS, wireless communications equipment), shall be returned to Owner upon the completion of the Emergency Response Work or otherwise as directed by Owner. Contractor will be charged for any tools or equipment not returned to Owner and/or not in good working condition.

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All vehicular Equipment provided by Contractor and used by Contractor Crews shall be fully equipped and comply with all applicable state and federal laws and regulations as well as applicable safety standards, including, to the extent applicable, ANSI 92.2 2009, requiring testing of vehicles with insulated vehicle-mounted elevating and rotating aerial devices. Commercial vehicles used for Emergency Response Work must be maintained in compliance with the Federal Motor Carrier Safety Regulations (FMCSR).

Contractor Crews driving commercial vehicles must be duly trained, licensed and qualified in compliance with all applicable laws and regulations, including FMCSR.

VIII. SCHEDULE

Contractor recognizes the critical nature of Emergency Response Work and the importance to Owner of Contractor's prompt response and diligent and timely completion of all Emergency Response Work, and accordingly, time is of the essence for Contractor's response to Owner's request for information, Contractor Crews and Equipment mobilization, Contractor performance of Emergency Response Work and meeting all of Contractor's obligations under the applicable provisions of the Contract. Emergency Response Work shall begin as specified in each Emergency Response Work Release, and shall end, when the Owner has released the Contractor from restoration work by the Owner's Representative. Contractor will return all material to the appropriate service center and provide completed signed time sheets.

Emergency Response Work shall be subject to any government agency mandated rest time.

IX. INVOICING AND PRICING TERMS

Contractor shall record its labor time and Equipment usage time on a daily basis using only the required timesheet form- the ERP Owner Contractor Storm Daily Time Sheet and Work Log (UNK-5008) and provide daily timesheets to the Owner's Representative for signature. Contractor shall invoice Owner upon completion of Emergency Response Work, unless such Emergency Response Work assignment extends beyond two (2) weeks, in which case Contractor may invoice Owner every two (2) weeks. Each invoice for Emergency Response Work submitted by Contractor shall be accompanied by the completed and Owner signed required time sheets and receipts for authorized expense reimbursement items for the applicable period that have been approved in writing by the Owner's Representative. Contractor shall comply with any and all reasonable requests made by Owner to expedite the invoicing process for Emergency Response Work, including the electronic submission of the completed ERP Owner Contractor Storm Daily Time Sheet and Work Log (UNK-5008) timesheets and expense receipts. Notwithstanding any conflicting provisions of Section 3.1 of the GTCs, Owner shall process and pay each correct invoice for Emergency Response Work or provide written objections to all or any portion of each disputed invoice for Emergency Response Work within sixty (60) days after receipt by Owner. Likewise, with respect to Emergency Response Work, if Owner disputes a portion of an invoice submitted by Contractor, at Owner's request Contractor shall submit a revised invoice with current date for the undisputed amount and Owner shall pay such undisputed portion within sixty (60) days after receipt thereof.

If any work involves classifications not specifically set forth in the Pricing Schedule or requires any adjustments, such rates shall be submitted to Owner for approval prior to the start of work. The Contractor shall provide revised labor billing rate schedule for all labor classifications.

All Emergency Response Work shall be invoiced at the rates set forth in the Pricing Schedule. Contractor must use ERP Owner Contractor Storm Daily Time Sheet and Work Log (UNK-5008) to track time and submit completed forms in order to receive payment.

X. OWNER'S EMERGENCY RESPONSE WORK PROTOCOLS

REDACTED

Contractor and all Contractor Crews shall comply with all Emergency Response Work Protocols in effect at the time Contractor Crews perform Emergency Response Work, which may be found at. www.eversource.com Eversource safety documentation will be provided during the on-boarding process.

XI. EXECUTION

This Cover Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Facsimile and portable document format (PDF) copies of signatures shall constitute original signatures.

SIGNATURE PAGE TO THE COVER AGREEMENT between EVERSOURCE ENERGY SERVICE COMPANY and** Elecnor Energy Services, LLC **for EMERGENCY RESPONSE ELECTRIC UTILITY SERVICES and RESOURCE COMMITMENT

IN WITNESS WHEREOF, the Parties hereby agree the terms and conditions described in the Cover Agreement are executed as of the Effective Date.

The Parties agree that the counterpart, facsimile or electronically reproduced signatures of the Parties are intended to authenticate this writing, and to have the same force and effect as manual signatures.

Elecnor Energy Services, LLC (CONTRACTOR)		Eversource Energy Service Company (OWNER)	
NAME		NAME	[redacted]
PRINTED NAME	Leo Sancho Frances	PRINTED NAME	[redacted]
TITLE	CEO / President	TITLE	Procurement Manager
DATE	10/13/2022	DATE	11/14/2022

REDACTED

EXHIBIT A
PRICING SCHEDULE

Unless otherwise agreed to in writing by Owner, all Emergency Response Work shall be performed on a time and equipment price basis (such rates, the "Emergency Response Work Rates").

1 For purposes of this Pricing Schedule, the following capitalized terms shall have the following definitions:

"District of Service Center "refers to a Owner location where Owner and Contractors staff work to support maintenance and restoration activities.

"Receiving Center" refers to the initial reporting location for registration and safety briefings.

"Staging Areas" temporary designated locations established throughout Owner service territory which may be used to issue materials, meals, equipment parking/storage, wet fueling, lodging, safety briefings and work assignments as needed.

"Emergency Response Rates for Equipment" are the agreed rates payable for Equipment from the commencement of applicable Emergency Response Work through the termination of such Emergency Response Work, excluding when the Contractor Crews are on rest time prior to the termination of such Emergency Response Work. Equipment Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for the term of this Agreement. If Owner provides any fuel to Contractor, Contractor shall reimburse Owner for such fuel costs and at Owner's option, Owner may either invoice Contractor for such fuel costs or the cost of such fuel may be deducted from Contractor's invoice amount for Emergency Response Work.

"Standby Rates apply to labor resources only"

"Emergency Response Working Rates for Labor" are the agreed labor rates payable from the commencement of applicable Emergency Response Work through the termination of such Emergency Response Work, excluding rest time during that Emergency Response Work. Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.

"Standby Retainer Fee" is the amount paid to Contractor each calendar day they are asked and agree to go on to Standby. Once the Contractor agrees to go on to Standby, the entire Standby Retainer Fee, originally agreed to, will be paid regardless of whether or not Contractor Crews are requested to mobilize that day. The Standby Retainer Fee is equal to 8 hours straight time for every 24 hour period on standby at the Emergency Response Rates for Labor for each Contractor Labor Resource who is listed on the Standby Roster for that Standby Request. Owner will not pay the Standby Retainer Fee for any Labor Resource listed on the Standby Roster of an event who is not provided by the Contractor for that event. Owner also will not pay the Standby Retainer Fee for any Labor Resource listed on the Standby Roster of an event who is not requested by the Owner. The Standby Roster must be provided to the Owner prior to the start of the Standby Request. The Standby Retainer Fee will not include the cost associated with any Contractor Equipment. Once the contractor is activated to mobilize the mobilization rates will apply and the Standby retainer Fee will not be in effect.

"Travel Time Rates for Equipment" are the rates in the attached Schedules payable for all Equipment for the period when Contractor Crews associated with such Equipment are being compensated at the Travel Time Rates for Labor, and includes all transit costs associated with the delivery of such Equipment for the performance of Emergency Response Work, and return to the location from which the Equipment was deployed.

REDACTED

"Travel/Standby Response Rate" are the rates applicable for travel time expended by Contractor Crews located outside of Owner's service territory in which Emergency Response Work is to be performed, calculated based upon the following:

Reasonable time necessary to travel the distance from the Contractor Crews deployment location to the Site or onboarding site designated by Owner, as applicable; and

Reasonable time necessary to travel the distance from the Emergency Response Work completion location to the deployment origin of Contractor Crews.

2 Subject to the provisions of Section 4 (Rate Changes) of this Pricing Schedule, Contractor shall be compensated for Emergency Response Work performed in compliance with the Contract in accordance with the Contractor Billing Rates attached hereto as Schedule A.

3 Reimbursable Expenses: Unless otherwise agreed to in writing by Owner, all of Contractor's reimbursable expenses that are accounted for during mobilization and demobilization are at Travel per diem rates and Equipment rates as set forth per schedule A. Tolls with appropriate back up receipts will be paid as a pass thru. Contractors are not allowed to add markup for any expenses. In no event shall Owner reimburse Contractor for any expenses relating to tobacco products, alcohol, laundry, personal hygiene products or other non-Emergency Response Work-related personal expenses.

4 Rate Changes: The Contractor Billing Rates set forth in Schedule A shall be in effect for a minimum period of one year and shall not be subject to change until after the end date of the effective billing rates, as set forth in the applicable Pricing Schedule A attached hereto and as the same may be amended from time to time by mutual written agreement of the parties ("Effective Rate End Date"). If and when Contractor proposes to modify its then-applicable billing rates for the period subsequent to the Effective Rate End Date, Contractor shall provide Owner with proposed updated rates to be used for the period set forth in such proposal (which may not be for duration of less than one year). Such proposed revised billing rates shall be added to and incorporated into the Contract only upon written approval by Owner. Any dispute regarding proposed rate adjustments will be resolved in accordance with the dispute resolution process set forth in the GTCs. In the event that Contractor does not make adjustments to its rates applicable to Emergency Response Work after the applicable Effective Rate End Date, then the last Emergency Response Work Rates on file with Owner shall be used by Owner to compensate Contractor for Emergency Response Work performed after such Effective Rate End Date. No changes to the billing rates for Emergency Response Work shall be effective unless and until approved by Owner in writing.

5 Travel/Mobilization:
Travel/Mobilization shall be defined as the time Contractor crews leave the Contractor's point of origin (staging area) and arrive at the Owner's designated location, including processing at Owner receiving center if required.

Mobilization
When crews Travel to a restoration event and are requested to stand-by at the contractor's base or hotel, travel hours are paid the Travel /Standby Time Rate as outlined for the job classification in Schedule A.

Mobilization to an activated restoration event with the execution of immediate work being conducted will be paid at the Emergency Response Working Rate in Schedule A. Equipment rate applies.

REDACTED

Travel/Mobilization includes time for refueling, bathroom and food breaks and tolls. The Contractor shall submit estimated time of arrival at Owner using the Owner – External Crew Roster (Appendix A). Billing hours shall not exceed 10% of the original estimated time submitted to the Owner without an updated Owner – External Crew Roster. Any adjustments to original estimates shall require phone and written approval by the authorized agent of the Owner, and a revised Owner – External Crew Roster will be required. Estimates will be approved by Owner.

Time is of the essence; however Contractor is responsible for crew safety. Contractor shall notify Owner if they are unable to meet the estimated arrival time, for what reason, and if a new arrival time can be accepted.

Demobilization:
An official release will be issued by the Owner, exclusively. Demobilization includes notification of release by authorized Owner agent, debriefing by Owner field representative, unloading of materials and return to Contractor point of origin or release to other utility if requested. Prior to the authorized Owner representative formally releasing the Contractor, the Contractor will provide an estimate of Demobilization to the Owner Resource Management Representative.

Travel Rates will apply after demobilization.

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SECONDARY SERVICES

SCHEDULE A =- Contractor Billing Rates - Labor					
EFFECTIVE DATE RANGE – Start: End:					
Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.	**Travel/Standby Response Rate**	**ERW Straight Time Rate**	**ERW Rate for Holidays & Sundays**	**Travel per diem Lodging**	**Travel per diem Meals**
General Foreman	[redacted]				
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					
Field Support					

REDACTED

PRIMARY SERVICES

SCHEDULE A =- Contractor Billing Rates - Labor ***Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.***					
EFFECTIVE DATE RANGE					
START: **END:**					
Title	**ERW Straight Time Rate**	**Travel/Standby Response Rate**	**ERW Rate for Holidays & Sundays**	**Travel per diem Lodging**	**Travel per diem Meals**
General Foreman		[redacted]			
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					
Field Support					

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TRANSMISSION LINE RATES

SCHEDULE A =- Contractor Billing Rates - Labor					
Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.					
EFFECTIVE DATE RANGE					
START:		**END:**			
Title	**ERW Straight Time Rate**	**Travel/Standby Response Rate**	**ERW Rate for Holidays & Sundays**	**Travel per diem Lodging**	**Travel per diem Meals**
General Foreman		[redacted]			
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					
Field Support					

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EQUIPMENT RATES

SCHEDULE A - Contractor Billing Rates - Equipment		
Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for Equipment deployed upon Owner's request for the term of this Agreement.		
EFFECTIVE DATE RANGE		
START: **END:**		
Equipment	**Rate**	**Travel Time Rate**
1/2 ton pick-up truck 2 x 4	[redacted]	
1/2 ton pick-up truck 4 x 4		
10 Ton Trailer		
3/4 Ton Pick-up Truck - 4 wheel drive		
9 Ton 3x1 Trailer		
Air Compressor		
Air Compressor with Tools		
ATV with pull behind trailer		
Boom Truck		
Bucket - Squirt Boom		
Bucket Truck - 55 ML		
Bucket Truck - 55MH		
Bucket Truck - 65 ft		
Bulldozer - Small		
Compressor 850 CFM		
Digger (Corner Mounted)		
Digger Derrick		
Dump Truck		
Flatbed Truck		
Lift Gate Material Truck		
Material Trailer		
Pole Trailer		
Rack Truck - Large		
Rock Drill with truck		
Single Arbor Trailer		
Utility Truck - 1 Ton		
Wire Puller Tensioner		
Wire Trailer		
Mechanic Truck		
Backyard Machine		

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EXHIBIT C
Owner Emergency Response Work - Contractor Profile Input Form

Section	Data Field	Contractor Information
Contractor Information	Contracting Area	Northeast, Southeast, Midwest
	Service Provided	
	Contractor Name	Elecnor Energy Services
	Contractor Address 1	100 Marcus Blvd
	Contractor Address 2	
	Contractor City	Hauppauge
	Contractor State	New York
	Contractor Zip	11788
Primary Contact Information	Last Name	Fanelli
	First Name	Mark
	Title	VP EES Operations
	Office Phone	631-447-3100
	Mobile Phone	860-916-9928
	Alternative Phone	
	Fax	
	Email	mfanelli@elecnorenergyservices.com
Secondary Contact Information	Last Name	Sancho Frances
	First Name	Leonardo
	Title	CEO
	Office Phone	631-447-3100
	Mobile Phone	585-478-7229
	Alternative Phone	
	Fax	
	Email	lsancho@elecnor.com
Billing Contact Information	Last Name	Leon
	First Name	Roxanne
	Title	Accounts Payable
	Office Phone	631-447-3100
	Mobile Phone	
	Alternative Phone	
	Fax	
	Email	leonr@elecnor.es
Resource Information	Deployment Location	Northeast
	Labor - Total head count	
	Equipment - General description and quantity of equipment available (include fuel type requirements: gas, diesel, etc)	Buckets Diggers Backyard machines- diesel fuel
	Crew size - number of persons & equipment per crew	2 man crew per truck
	How are crews managed?	Storm Manager, General Forman, Foreman, and Safety
	Are you available 24x7?	yes
	If no, please specify hours of operation.	
	Comments	

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EXHIBIT C
Owner Emergency Response Work - Contractor Profile Input Form

Section	Data Field	Contractor Information
Contractor Information	Contracting Area	Northeast, Southeast, Midwest
	Service Provided	
	Contractor Name	Elecnor Energy Services
	Contractor Address 1	100 Marcus Blvd
	Contractor Address 2	
	Contractor City	Hauppauge
	Contractor State	New York
	Contractor Zip	11788
Primary Contact Information	Last Name	Fanelli
	First Name	Mark
	Title	VP EES Operations
	Office Phone	631-447-3100
	Mobile Phone	860-916-9928
	Alternative Phone	
	Fax	
	Email	mfanelli@elecnorenergyservices.com
Secondary Contact Information	Last Name	Sancho Frances
	First Name	Leonardo
	Title	CEO
	Office Phone	631-447-3100
	Mobile Phone	585-478-7229
	Alternative Phone	
	Fax	
	Email	lsancho@elecnor.com
Billing Contact Information	Last Name	Leon
	First Name	Roxanne
	Title	Accounts Payable
	Office Phone	631-447-3100
	Mobile Phone	
	Alternative Phone	
	Fax	
	Email	leonr@elecnor.es
Resource Information	Deployment Location	Northeast
	Labor - Total head count	
	Equipment - General description and quantity of equipment available (include fuel type requirements: gas, diesel, etc)	Buckets Diggers Backyard machines- diesel fuel
	Crew size - number of persons & equipment per crew	2 man crew per truck
	How are crews managed?	Storm Manager, General Forman, Foreman, and Safety
	Are you available 24x7?	yes
	If no, please specify hours of operation.	
	Comments	

REDACTED

EVERSOURCE ENERGY
GENERAL TERMS and CONDITIONS
SERVICES, EQUIPMENT and CONSTRUCTION

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1. DEFINITIONS.

All capitalized terms used herein, or elsewhere in the Agreement, shall have the meanings ascribed to them in this Article 1, unless such terms are otherwise defined in the Agreement. The terms "include(s)", "included" and "including" are used without limitation.

1.1 ACCEPTANCE**:** The Owner's determination that the Contractor has completed the Work in compliance with the Agreement requirements and satisfied the requirements as applicable, in Article 11 "REQUIREMENTS FOR ACCEPTANCE."

1.2 AFFILIATE: Any company or other business entity that (i) controls, (ii) is controlled by or (iii) is under common control with a Party or its parent. A company or other business entity shall be deemed to control a company if it has the power to direct or cause the direction of the management or policies of such company or other business entity, whether through the ownership of voting securities, by contract, or otherwise.

1.3 AGREEMENT**:** The collective term used to describe all documents comprising each agreement between the parties for the Work, including the Order, General Terms and Conditions, the Exhibits and Attachments to the General Terms and Conditions, Special Terms and Conditions (if applicable), Specifications, any items specifically incorporated by reference and/or issued (including any documents issued with respect to any change order, modification or amendment) or provided by Owner to Contractor in connection herewith, and any amendments to the foregoing agreed to in writing by the parties. If the Order that references this Agreement inadvertently also references standard terms, PO General Terms and Conditions Rev. 1 (04.02.15) ("PO GTCs"), such PO GTCs shall not apply or bind either party and shall be superceded by the terms of this Agreement.

1.4 BUSINESS DAYS**:** Any day other than Saturday, Sunday and days observed as legal holidays by the federal or state government applicable to the Owner's Site(s) of Agreement performance.

1.5 CONFIDENTIAL INFORMATION: Confidential and/or proprietary information of a party to this Agreement. Owner's Confidential information includes written, oral, or electronic information and Information containing personal financial information, employee or customer information, personally identifiable information, protected health information, proprietary information or any other information that Owner designates as confidential and desires to protect against unrestricted disclosure or competitive use, including business plans, marketing strategies, bidding activities, commercial, technical and performance information, contracts, financial Information, research documentation, information about investors or any company or individual with whom Owner does business, information considered by Owner to be a trade secret and/or of a commercially valuable and sensitive nature or information that may otherwise be deemed confidential by law or regulatory agency, including Information described in Section 34.9 "CONFIDENTIAL INFORMATION". The parties intend that the designation of Contractor's Information as Confidential Information shall be limited to non-public financial information and non-public information that has unique commercial value and was developed independently from the Work.

1.6 CONTRACTOR**:** The entity issued an Order by Owner.

1.7 CONTRACTOR RESOURCES: Contractor's and any Subcontractor's employees, contract employees, consultants, agents, and all other persons of entities employed by or under the control of Contractor or any Subcontractor.

1.8 CONTRACTOR'S REPRESENTATIVE**:** The individual identified by Contractor with authority to act on behalf of Contractor in performance of the Agreement.

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1.9 DIRECT ACTUAL COSTS: Reasonable direct expenses actually incurred, supported with adequate documentation, to perform a task.

1.10 ENVIRONMENTAL LAWS: shall mean all applicable laws and any administrative or judicial interpretations thereof relating to: (a) the regulation, protection or use of the environment; (b) the conservation, management, development, control and/or use of natural resources and wildlife; (c) the management, manufacture, possession, use, generation, transportation, treatment, storage, disposal, release, threatened release, abatement, removal, remediation, or handling of, or exposure to, any Hazardous Materials; or (d) noise.

1.11 EQUIPMENT: A specific component, part, system, or material provided by Contractor under the Agreement. As used in the Agreement and as the context requires, the term "equipment" includes, the Equipment.

1.12 EVERSOURCE: Eversource Energy Service Company, a Connecticut corporation, for itself or as agent for its Affiliates, dba Eversource Energy.

1.13 FINAL ACCEPTANCE: Owner's written acknowledgement, determined in its sole discretion, that Contractor has completed all or a specified portion, if required or contemplated by the Agreement, of the Work in accordance with the requirements of the Agreement.

1.14 FINAL PAYMENT: That payment to be made to Contractor by Owner after Final Acceptance.

1.15 HAZARDOUS MATERIALS: The collective term used to describe (a) any petrochemical or petroleum products, oil, waste oil, asbestos in any form that is or could become friable, urea formaldehyde foam insulations, lead-based oil paint and polychlorinated biphenyls; (b) any products, mixtures, compounds, materials or wastes, air emissions, toxic substances, wastewater discharges and any chemical, material or substance that may give rise to liability pursuant to, or is listed or regulated under, or the human exposure to which or the release of which is controlled or limited by applicable Environmental Laws; and (c) any materials or substances defined in Environmental Laws as "hazardous", "toxic", "pollutant', or "contaminant", or words of similar meaning or regulatory effect.

1.16 INFORMATION: All intellectual property, computer software and documentation, studies, data, reports, documents, designs, plans, drawings, calculations, test results, Specifications, electronic communications and data, or other information, in whatever form or media. This includes any patents, trademarks, service marks, copyrights, or trade secrets or any devices, designs, methods, or written works developed or capable of being developed during the course of this agreement

1.17 ORDER: The document issued by Owner for specific Work, which shall be a Purchase Order for any procurements by such Owner. Any PO GTCs that may be referenced in the Order shall be excluded from the Agreement to which these General Terms and Conditions are referenced or attached and are hereby deleted. Any additional or conflicting terms and conditions in Contractor's confirmation thereof, or Contractor's documentation, including invoices, are hereby expressly rejected and excluded from the Agreement, are inapplicable to the Agreement, shall not be considered part of the Order(s), and shall be of no force and effect.

1.18 OWNER: "Owner" shall mean Eversource or its affiliated company or companies listed in the "Furnish and Ship To" block on the face of the first page of the Purchase Order under which the Contract is issued, or the Eversource Affiliate that has ordered the Work . Each Owner shall be solely responsible to Contractor for Work awarded by such Owner. No Eversource Affiliate that is not the Owner as to any particular Work awarded shall be jointly and severally liable for Owner obligations hereunder with respect to such Work.

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1.19 OWNER'S REPRESENTATIVE: The individual(s) identified in Owner's Order with authority to act on behalf of Owner concerning the Agreement, or otherwise identified by the Owner in writing in the Agreement.

1.20 SCRAP: Used, obsolete, surplus, scrap or excess material or equipment resulting or arising from Work at a Site which material or equipment has been identified by Owner and/or Contractor as having potential commercial value.

1.21 SERVICES: A specific service furnished by or on behalf of Contractor under the Agreement and as part of the Work. Such Services may include the following services: design, engineering, technical, consulting, construction; preparation and/or compilation of Information; procurement, maintenance, repair, inspection, supervision; supply, transportation, installation, startup, testing of materials and Equipment; the supply of labor; and any other services to be performed as specified in the Agreement.

1.22 SITE: The location at which the Work is to be performed. The Site can include Owner's property, Owner rights of way, or other property not owned by Owner where Work is to be performed.

1.23 SPECIAL TERMS AND CONDITIONS: The Special Terms and Conditions, if any, attached hereto and made a part of the Agreement.

1.24 SPECIFICATIONS: The Work requirements, specifications or technical specifications, which may include instructions, scope or statement of work, written requirements for materials, equipment, construction, systems, standards, Information and workmanship for the Work and performance of Services, as provided, supplemented or revised from time to time by Owner.

1.25 SUBCONTRACTOR: Any subcontractor, licensor or supplier, at any tier, who furnishes materials, supplies, Equipment, facilities and/or Services to Contractor to meet Contractor's obligations to perform Work under the Agreement.

1.26 WORK: The terms used to describe collectively, all Equipment, materials, Information and Services as referenced in the Agreement documents, and all related duties, obligations and responsibilities undertaken or required to be undertaken by Contractor under the Agreement.

2. CONTRACTOR'S BILLING RATES.

Whenever Contractor performs Work on a time and materials basis (including Work performed as a change or addition to the scope of Work described in the Contract) Contractor shall be compensated at the billing rates set forth in the Order. Any adjustments to billing rates that are in compliance with Agreement terms must be provided to Owner for review in the form of a new rate schedule in advance of any invoicing based on such new rates. Owner may reject any invoices which contain billing rates that are inconsistent with Owner's current rate schedule on file.

3. TERMS OF PAYMENT.

3.1 Owner shall pay all undisputed charges indicated in properly itemized and supported invoices for Work performed by Contractor and Accepted by Owner in accordance with the terms of the ,Agreement, within thirty (30) days after receipt of invoice by Owner. If Owner disputes a portion of an invoice, at Owner's request Contractor shall submit a revised invoice for the undisputed amount and Owner shall pay such undisputed portion within thirty (30) days after receipt thereof. Upon Owner's request, Contractor shall provide documentation regarding un-vouchered liabilities including: a) the estimated dollar amount of all Work performed but not invoiced for that month or previous months, and b) any invoice submitted but not yet paid. Documentation must include Owner's Order number and, if applicable, release number.

3.2 Contractor must invoice for Work in a timely fashion and within the period specified by Owner. Subject to Owner's invoicing instructions, Contractor shall issue its final invoice Owner within one hundred eighty (180) days of the completion of the Work being invoiced.

3.3 Each invoice shall (a) be certified in writing as correct by Contractor's Representative; (b) be itemized (with reasonable detail) to fully describe each element of cost charged to Owner and any negotiated

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early payment discounts and (c) if applicable, contain a certification acceptable to Owner to the effect that all Subcontractors have been paid in full for completed Work as reflected in the immediately preceding invoice. For time and material Work, Contractor shall bill in accordance with Owner's billing instructions.

3.4 Owner may withhold payment of all or part of any invoice to such extent as may be necessary to protect itself from loss caused by: (a) defective Work not remedied; (b) claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor and/or Owner in connection with the Work; (c) failure of Contractor to make payments properly to Subcontractors for material, labor or equipment; (d) reasonable indication that the unpaid balance is insufficient to cover the cost to complete the Work; (e) reasonable indication that the Work will not be completed within the Agreement schedule; (f) unsatisfactory performance of the Work by Contractor; (g) failure of Contractor to perform any of its obligations under the Contract; or (h) failure of Contractor to pay any amounts due Owner. Owner shall notify Contractor of the grounds for any withholding, and when the above grounds are removed, or Contractor provides performance assurance satisfactory to Owner that will protect Owner for the amount withheld, payment will be made of the amounts withheld. When deemed reasonable by Owner, Owner may use such funds to rectify the situation causing the withholding of funds.

3.5 To the extent permitted by law, Owner shall have the right to set-off against any sums due Contractor under the Agreement any claims Owner may have against Contractor under the Agreement or under any other contract between Owner and Contractor, or that Owner may otherwise have against Contractor without prejudice to the rights of the parties with respect to such claims. In the case of Work incorrectly performed or incomplete, an equitable deduction from the Agreement price may be made.

a. Except for Work performed at a fixed price, Contractor shall make available to Owner during the Work and for a period of three (3) years following Final Acceptance of all Work, all source documents necessary to verify the elements of all billable charges, including: each worker's name, charge classification, and hours worked; computer usage summaries; and original documentation of all reimbursable expenses (e.g. receipts for travel, business expense and employee expense). Upon five (5) business days prior notice by Owner, this information shall be available for audit by Owner during normal business hours, at Contractor's principal office or at any other location agreed to by the parties.

b. **THIS SECTION IS APPLICABLE ONLY TO WORK INCLUDING CONSTRUCTION RENOVATION OR REHABILITATION OF REAL PROPERTY IN CONNECTICUT**: In addition to the requirements set forth in Section 3.3, each invoice that includes Agreement changes shall include a statement showing the status of all pending change orders and approved changes to the original Agreement (such statement shall identify the pending change orders and shall include the date such change orders were initiated, the costs associated with their performance and a description of any Work completed). For time and material Work, Contractor shall bill in accordance with Owner's billing instructions. Contractor shall pay any amounts due any Subcontractor for such Work furnished, in compliance with applicable laws, including C.G.S. Section 42- 158j.

4. TAXES.

4.1 Taxes on Owner's Purchases from Contractor. Contractor's price(s) and any Billing Rates that apply under the Agreement exclude any and all present and future Federal, state, county, municipal or other jurisdiction's sales, use, excise or other taxes that may apply to the Work and Owner's purchase of the Work and any applicable present and future Federal, state, county, municipal or other jurisdiction's sales, use, excise or other taxes shall be included in invoices and separately identified and itemized. The Owner shall provide any applicable tax exemption certificates to the Contractor upon the Contractor's request.

4.2 Taxes on Contractor's Purchases. If Owner informs Contractor that Owner has a tax exemption certificate or a direct pay permit that applies to a specified portion of the Work, Contractor shall notify its Subcontractors and suppliers that their Services performed for, materials supplied for

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Contractor's use in, and/or Equipment supplied for installation as part of the specified "tax exempt portion" or "direct pay portion" of the Work are either exempt from sales and use taxes or Owner pays such taxes directly. Consequently, these Subcontractors and suppliers should not collect such taxes from Contractor and Contractor's prices and Billing Rates to Owner should reflect such tax exemption or Owner's direct payment on Contractor's purchases from Subcontractors and suppliers for the tax exempt or direct pay portion of the Work. Subcontractors and suppliers providing Services, materials and or Equipment for any portions of the Work that are neither tax exempt nor direct pay shall apply any normally applicable sales or use taxes to such "normal tax" portions of the Work and Contractor's prices and Billing Rates will be deemed to include any and all applicable taxes on such normal tax portions of the Work. If Owner does not inform Contractor that it has a tax exemption certificate or a direct pay permit that applies to a portion of the Work, Contractor should presume that its purchases from Subcontractors and suppliers associated with the Work are subject to any applicable sales and/or use taxes on such purchases and Contractor will be deemed to have included any and all applicable taxes on its purchases from Subcontractors and suppliers in the prices and Billing Rates stated in the Agreement provided that any Billing Rates using markup percentages will not apply to taxes paid for such purchases.

4.3 Income, Property and Payroll Taxes. Notwithstanding any provision of the Agreement, Owner shall not be required to pay or reimburse Contractor for any taxes levied against Contractor's income, property or payroll.

4.4 Non-Resident Tax Bonds. If required by applicable law, Contractor and all Subcontractors shall provide to Owner a certificate of compliance with the non-resident contractor bonding provisions applicable to the Work. Contractor shall furnish such certificate to Owner in the case of (i) Contractor, no later than the earlier to occur of thirty (30) days after the effective date of the Agreement, or the date of commencement of the Work, and (ii) each Subcontractor, within the earlier to occur of thirty (30) days after Contractor's retention thereof, or the date of commencement of the Work under such subcontract. Absent such certificates, Owner shall be entitled to withhold amounts otherwise due to Contractor hereunder in accordance with applicable law.

5. CHANGES AND ADDITIONS.

5.1 Either party may request changes or additions to the Work by submitting a written request to the other. Changes requested by Contractor shall not, however, be implemented until approved in writing by Owner. All changes shall be made in accordance with approved Owner procedures included in the Agreement documents or otherwise provided to Contractor.

5.2 Owner shall have the right to require Contractor to delete from, change or add to the Work, in each case to the extent that any such deletions, changes, additions or other alterations are of the character described in the scope of Work, and to the extent such deletions, changes or additions are within the general expertise of Contractor Resources performing the Work. If such deletions, changes or additions are scheduled to be completed by or within six (6) months following the then-scheduled completion date for the Work as specified in the ,Agreement, such Work shall be performed at Contractor's time and material rates in effect for the ,Agreement, unless the parties agree in writing to another method of compensation.

5.3 If a deletion, change or addition will increase or decrease the cost or time required to complete the Work, the party requesting the change or addition will set forth in its request the appropriate adjustment to compensation or completion deadlines. Written acceptance by the party receiving the request for change or addition shall be a binding resolution between parties of the issues set forth in the request.

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5.4 At no time shall the Work be delayed by Contractor due to a dispute between the parties concerning the cost or time required to accomplish a deletion, change or addition requested by either party.

5.5 Contractor shall not commence or undertake any portion of any Work for which it contends that any extra compensation or schedule adjustment is or will be owed or due or payable, without prior written authorization from Owner, and such authorization shall be required for payment of any extra compensation to, or adjustment of any schedule requirement for the benefit of, Contractor. In all instances, Contractor shall orally notify the Owner's Representative of any circumstances that could result in a change in the scope of the Work (or a claim therefor) as soon as possible after the occurrence of the event or incident, and in writing within twenty-four (24) hours after such occurrence. Thereafter, Contractor shall submit to Owner appropriate detailed supporting documentation, justifying the basis for the claim, within ten (10) Business Days after the date of the event or incident giving rise to such claim. Without relieving Contractor of its obligations hereunder, any claims by Contractor for increased compensation or extension of completion deadlines shall be irrevocably waived and released unless Contractor provides such immediate oral notice and twenty-four (24) hour written notice and thereafter submits such detailed supporting documentation for the claim to Owner within such ten (10) Business Day period.

5.6 **THIS SECTION IS APPLICABLE ONLY TO WORK INCLUDING CONSTRUCTION, RENOVATION OR REHABILITATION OF REAL PROPERTY IN MASSACHUSETTS WITH AN ORIGINAL MINIMUM CONTRACT VALUE OF $3 MILLION:** Owner shall approve or provide written objection to all or any portion of each change order request made by Contractor within thirty (30) days after receipt by Owner of the complete change order request; provided that, an objection by Owner in whole or in part to any change order request shall be effective if given before the date that payment is due. Owner's rejection of a Contractor's change order request shall be in writing and include an explanation of the factual and contractual basis for such rejection, and shall be certified as made in good faith.

6. INFORMATION.

6.1 If Contractor is required to provide Information, complete and accurate Information shall be submitted in sufficient time for review and approval by Owner prior to starting Work affected by such documents. All equipment and material shall conform to the details shown on Information approved by Owner.

6.2 Once Information has been approved by Owner, Contractor shall not make any changes in Information without the prior written approval of Owner.

6.3 It is the obligation of the Contractor to review and evaluate the Specifications, and to promptly provide written notice to the Owner of any errors, omissions or discrepancies that the Contractor discovers. Contractor shall immediately notify Owner and request additional instruction in writing whenever Owner-provided Information is found to be unclear, incorrect or conflicting. Contractor shall not undertake any Work based upon such Information until such discrepancy has been resolved by Owner. The Contractor shall not proceed with uncertainty, and any cost incurred that could reasonably have been avoided through timely correction of the Specifications shall be the responsibility of the Contractor. ..

6.4 Preliminary, certified for manufacture, certified for construction and as-built drawings shall be submitted to Owner for approval in the form requested by Owner. Any drawing shall be produced in accordance with any Specifications and acceptable industry practices and shall be legible such that Owner is able to clearly distinguish all characters and lines.

6.5 For Work that includes Information that is not prepared exclusively and solely for Owner, Contractor shall retain title to any such Information (excluding any portion thereof that contains Owner's Confidential Information) that is subject to Contractor's patents, copyrights, trademarks, service marks, intellectual property rights or proprietary interests provided that Owner shall have unrestricted and non-exclusive rights and license to use such Information. For Work that includes Information that is prepared exclusively and solely for Owner, all such Information is the proprietary Information of Owner and shall be subject to the requirements applicable to Owner's Confidential Information as set forth in Article 34 "CONFIDENTIAL INFORMATION" herein, whether or not each such document is so identified.

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6.6 Contractor shall be responsible for the completeness and accuracy of the Information it provides and shall correct, at its expense, all errors or omissions therein. Without limitation of any and all other rights and remedies available to Owner, the reasonable cost necessary to correct matters attributable to such errors shall be chargeable to Contractor.

6.7 Contractor shall provide Owner with all Information necessary for Owner's use and understanding of the Work and the installation, operation, maintenance and repair thereof, and to allow Owner to satisfy any legal process, or any filing or disclosure requirement required under law or regulation or requirement of a governmental body. Except for Information deemed to be proprietary to Contractor under the terms of the Agreement, and except as set forth in this Article 6, all Information supplied or delivered to Owner pursuant to the Agreement shall be the property of Owner. Contractor may retain for its records only, copies of any Information furnished to Owner, and unless otherwise agreed to by the parties, shall treat such Information in accordance with the requirements applicable to Owner's Confidential Information.

6.8 Contractor shall keep such full and detailed accounts for proper financial management under this Agreement as Owner may reasonably request. Contractor shall also promptly provide other information, copies of such reports, and other information reasonably requested at no cost to Owner.

6.9 The interpretation of the Specifications shall rest with the Owner's Representative, whose decision in any matter shall be final and binding, subject to the dispute resolution provisions of this Agreement. The Specifications are intended to state in general what is required for the Work, and the omission of minor details shall not operate to relieve the Contractor from the obligation to provide all things necessary for the completion in proper working order of the entire Work outlined therein in accordance with the best construction or industry practices.

7. ELECTRONIC DELIVERY OF INFORMATION.

Owner and/or Contractor may agree to exchange business data or information electronically using a point-to-point connection or a value-added network either directly or through a third party E-Business provider (collectively, "E-Business"). The parties recognize and agree that the electronic transmission of information, including attachments, and access to E-Business systems by Owner employees, cannot be guaranteed to be secure from third party interception, error free or free from viruses or other damaging computer code, and that such information could be intercepted, corrupted, infected, lost, destroyed or incomplete, or otherwise be adversely affected during transmission or harmful to the recipient's computer system. Owner and Contractor have each taken steps within their organization to reduce the foregoing risk, consistent with the industry practices; however, there can be no assurance that outgoing E-Business is free of the foregoing faults or that engaging in E-Business will not create any harm to electronic systems. If Contractor agrees to transmit information or documents relating to this Agreement using E-Business, Contractor shall be deemed to have accepted and be bound by the terms of this Agreement.

8. DELAYS.

8.1 Schedule Commitment/Notice of Delay. Time is of the essence with respect to the performance of the Work. Each party shall give the other prompt written notice of any circumstances that may delay performance of the Work including any Force Majeure (as defined in Section 9.1). Contractor shall notify Owner's Representative of any such circumstance orally as soon as possible after such circumstance occurs and in writing within twenty-four (24) hours after the occurrence of such circumstance. Contractor shall record the cause of any resulting delay and the time lost in its reports and in its time sheets and shall submit such reports and time sheets to Owner's Representative.

8.2 Delays in Performance for Reasons Other Than Force Majeure.

8.2.1 Owner may at any time request Contractor to delay performance, fabrication or delivery of all or any portion of any Work to be provided under the Agreement. Contractor shall use its best efforts to accommodate such delay. However, if Contractor is unable to accommodate all or a portion of Owner's request, it shall notify Owner in sufficient time for Owner to take alternative measures, including directing Contractor to place the affected Work or portion thereof,

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including any equipment, materials or supplies, in storage at a site authorized by Owner.

8.2.2 Risk of loss and liability for Equipment, materials, and/or supplies placed in storage shall remain with Contractor until transferred to Owner in accordance with Article 26 "DELIVERY, TITLE AND RISK OF LOSS TO EQUIPMENT AND MATERIALS".

8.2.3 If Work or any portion thereof is ready for performance or shipment, but performance or shipment is delayed beyond the scheduled performance or shipment date by Owner, the parties will adjust the payment schedule accordingly and for any Direct Actual Costs resulting from such delays, use good faith efforts to negotiate a change order to address such costs. .

8.2.4 Contractor shall use best efforts to complete the Work in accordance with the Work schedule. If the Work falls behind schedule due to acts or omissions of Contractor or any Contractor Resources, Contractor shall, at its sole cost and expense, use its best efforts to restore the Work to schedule, including placing Contractor Resources on extended working hours, assigning additional resources to the Work, and establishing expedited, priority treatment for the acquisition, fabrication and delivery of the equipment, materials and supplies necessary to complete the Work within the time set forth in the Agreement.

8.3 Off-Site Delays. If Work at an off-Site facility is delayed by either party, the other party shall be entitled to compensation for its documented direct, actual costs for each such period of delay.

8.4 Limitation of Liability for Delay Damages at Site. The parties agree to limit liability for damages incurred by delays at a Site as follows:

8.4.1 At any point after Owner orders Contractor to start the Work, Contractor's delay shall be deemed to commence when the Work location or Work site becomes available for the Contractor's performance of Work but the Contractor, in whole or in part, does not perform the Work, and such delay shall be deemed to cease when the Contractor resumes Work performance in accordance with the Agreement terms. For delays caused by Contractor, Owner shall be compensated for its actual costs to accommodate or mitigate the impact of each Contractor delay.

8.4.2 At any point after Owner orders Contractor to start the Work, Owner's delay shall be deemed to commence when Contractor Resources are able to be present at the Work location and able to perform the Work but are prevented by the Owner from performing such Work and such delay shall be deemed to cease when Owner no longer prevents such performance. In the event of a delay requested by Owner, or a delay caused solely by Owner's negligence, to the extent Contractor has incurred labor costs caused by such delay, Contractor shall be compensated pursuant to Section 8.4.3.

8.4.3 The duration of delay shall be computed in increments of one (1) hour. Compensation for each party's direct labor costs shall be made only to the extent that a party actually incurs direct labor costs, if any. The delayed party shall use commercially reasonable efforts to minimize the costs it incurs for each delay by rescheduling its activities, redeploying its work force, or by other appropriate action. The parties shall consult at least weekly concerning delays, Contractor shall provide Owner with documentation relating to such delay as requested by Owner, and Owner shall maintain a log of each party's delay. Compensation for delay shall be made at the completion and Acceptance of the Work by determining the total number of hours of delay for each party, and subtracting the lesser number of hours from the greater to establish the party with a delay balance. Contractor shall be compensated for the lesser of (i) its delay balance or (ii) the number of working hours (not to exceed eight (8) hours per day) the Work is delayed beyond the scheduled completion date due to the request of Owner, or the sole negligence of Owner.8.4.4 Contractor shall not be compensated for delay time unless it provides written notice of such delay to Owner within the period specified in this Article.

9. FORCE MAJEURE.

9.1 Neither party shall be liable to the other for loss or damage resulting from any delay or failure of a party to perform its contractual obligations due to conditions or circumstances which are beyond that party's

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control, including: acts of God; war; acts of a public enemy; riot; civil commotion, sabotage; Federal, state or municipal action, inaction or regulation; strikes or other labor troubles (excluding those involving such party's employees); fire; flood; accidents; epidemics; quarantine restrictions; embargoes; damage to or destruction in whole or in part of office equipment or manufacturing plant, to the extent such facilities are necessary to proper performance of the party's obligations under any Agreement and alternate facilities are not reasonably available; and inability to obtain raw material, labor, fuel or supplies; provided however, that such failure or delay is not caused by that party's failure to satisfy its obligations under the Agreement or could not have been prevented by reasonable precautions taken by the non-performing party or could not reasonably be circumvented by the non-performing party through the use of alternate sources or plans or other means.

9.2 Force majeure shall extend the time for Contractor's performance to the extent such condition directly affects completion of Work. Contractor shall use its best efforts to reschedule its Work to mitigate the effect of such condition and to eliminate such condition as soon as possible. If the Work falls behind schedule due to a Force Majeure, Owner may direct Contractor to accelerate the Work by whatever means Owner may deem necessary, including subcontracting Work or working additional hours or shifts, and Owner shall pay Contractor for the agreed Direct Actual Costs incurred by Contractor in connection with any such directed acceleration.

9.3 Neither this Article nor any other provision of the Agreement shall excuse the non-performance or delayed performance of Contractor due to any failure of the Contractor to prepare for the Work or commercial impracticability experienced by Contractor, including market changes, increased costs or insufficient money.

10. INSPECTION.

10.1 Contractor shall advise Owner in writing of each location where Work is being performed or where materials or Equipment are being manufactured, stored, or prepared for use under the, Agreement, in each case, reasonably in advance of conducting such Work or storing such items to allow Owner to witness or inspect the same. Contractor shall, on behalf of itself and its Subcontractors, provide unrestricted access to such locations for inspection of Work.

10.2 Contractor shall provide Owner timely notice of the date of all tests affecting the Work, and provide test results promptly to Owner. Owner shall have the right to inspect the status of all Work at the facilities of Contractor and its Subcontractors, as well as at the Site. Such inspections shall be conducted upon reasonable advance notice to, and during the working hours of Contractor Resources. Such general inspection rights are in addition to, and not in limitation of, any and all inspection and testing rights of Owner set forth in the Agreement. Owner's approval of Work shall in no way reduce or modify Contractor's obligations to meet performance and other requirements of the Agreement. By such approval, Owner in no way assumes any part of Contractor's responsibility for the satisfactory performance of Work.

10.3 Inspection of Equipment or materials during manufacture will be performed by Owner solely in an effort to detect discrepancies and defects as early as possible. No Acceptance of Equipment or materials shall be construed to result from such inspections by Owner.

10.4 If any Work should be enclosed without Owner's inspection, Contractor shall, at Owner's request, uncover the Work, allow an inspection and properly restore the Work all at Contractor's expense. Owner's Representative may order reexamination of any Work.

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11. REQUIREMENTS FOR ACCEPTANCE.

Acceptance of Work shall be conditioned upon Contractor submitting to Owner's Representative the following:

11.1 written notice that the Work is ready for final inspection;

11.2 properly executed, unconditional waivers or releases of lien from Contractor and all Subcontractors, conditioned upon payment, who provide labor, materials, equipment or supplies for the Work;

11.3 evidence of satisfactory completion of all acceptance testing required under the terms of the Contract;

11.4 all Information required under the Contract; and

11.5 An accounting for all tools, materials, and equipment provided by Owner.

12. PARTIAL COMPLETION AND ACCEPTANCE.

If at any time prior to Acceptance as referred to in Article 11 "REQUIREMENTS FOR ACCEPTANCE", any portion of the Work has been completed and if Owner determines that such portion of the Work is of value, Owner will, if applicable, issue to Contractor a certificate of partial completion. Upon the issuance of such certificate, or at any time thereafter, Owner may take over and use the portion of the Work described in such certificate and may exclude Contractor therefrom. The issuance of a certificate of partial completion will not release the Contractor or its sureties from any obligations under the Agreement unless such prior use delays the Work or increases its cost. In this event, the Contractor will be entitled to extra compensation or extension of time, or both, as Owner may determine.

13. SUSPENSION OF WORK.

Owner may at any time suspend the Work or any part thereof upon oral notice to Contractor. Such oral notice shall be confirmed in writing by Owner. The Work shall be resumed by Contractor promptly after written notice from Owner to Contractor to do so. Owner will make payment for all Work completed and accepted by Owner as of the suspension date, in accordance with the agreed payment rates and milestones.

14. TERMINATION FOR CAUSE.

14.1 Without prejudice to any other right or remedy Owner may have under the greement, at law and/or in equity and upon providing written notice of such termination to Contractor, Owner may terminate the Agreement without any liability being owed thereby by Owner to Contractor, in the event of the occurrence of any of the following:

14.1.1 insolvency of Contractor;
14.1.2 filing of a voluntary petition in bankruptcy by Contractor;
14.1.3 filing of an involuntary petition in bankruptcy against Contractor;
14.1.4 appointment of a receiver or trustee for Contractor;
14.1.5 execution by Contractor of an assignment or any general assignment (other than an assignment undertaken in connection with a financing) for the benefit of creditors;
14.1.6 commencement of any legal proceeding against Contractor that, in Owner's opinion, may interfere with Contractor's ability to perform in accordance with the Contract; or
14.1.7 Contractor consolidates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and/or sells, assigns or otherwise transfers the Contract; in each case without Owner's advance written consent.

14.2 If Contractor fails to diligently perform the Work in accordance with the Agreement or if Contractor otherwise breaches any of the terms of the Agreement, in addition to Owner rights set forth in Section 14.1 above and Section 25.7 regarding safety or environmental violations, Owner shall have the right without any liability being owed thereby by Owner to Contractor, upon giving Contractor written notice of default and allowing Contractor a period of five (5) Business Days, or such other period as may be agreed upon by the parties or as may be determined by Owner to be necessitated by exigent circumstances, to remedy such deficiency. In the event such default is not completely remedied, Owner may cancel the Agreement in whole or in part upon giving written notice to Contractor; and complete the Work itself or to have the Work completed by another entity, with any additional cost associated therewith being the liability of the Contractor.

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14.3 Upon receipt of any notice of termination as described in Section 14.1 or Section 14.2 above, Contractor shall immediately cease Work, commence demobilization of any affected Contractor Resources, and, if requested by Owner, promptly remove from the Site all materials and equipment which have not been either fully or partially paid for by Owner. Contractor shall promptly settle the liabilities and claims arising out of the termination of subcontracts and orders.

14.4 Contractor shall maintain a written, detailed inventory of all Equipment in storage at the Site(s), in route to the Site(s), in storage or manufactured away from the Site(s), and on order from its suppliers and Subcontractors. Upon Owner's written request and to the extent that title has not transferred earlier pursuant to Article 26 "DELIVERY, TITLE AND RISK OF LOSS TO EQUIPMENT AND MATERIALS," Contractor shall promptly transfer title and deliver to Owner completed or partially completed Work and/or contract rights of Contractor relating to the Work, and Contractor shall execute and deliver such documents and take all such actions as Owner may require for the purpose of vesting in Owner such ownership, rights and benefits of Contractor with respect to the Work.

14.5 In the event any termination under this Article 14 is subsequently determined pursuant to the dispute resolution process set forth in Article 39 "DISPUTE RESOLUTION; NEGOTIATION; MEDIATION; ARBITRATION", to have been made without cause, such termination shall be deemed a Termination for Convenience under Article 15 hereof.

15. TERMINATION FOR CONVENIENCE.

15.1 Owner shall have the right to terminate and/or cancel the Agreement or all or any portion of the Work for any reason, or for Owner's convenience, and at its sole and exclusive discretion, upon at least one (1) day's prior written notice to Contractor specifying when such termination becomes effective. Upon such effective date, Contractor shall immediately cease Work, commence demobilization of any affected Contractor Resources, and, if requested by Owner, promptly remove from the Site all materials and equipment which have not been either fully or partially paid for by Owner. Contractor shall promptly settle the liabilities and claims arising out of the termination of subcontracts and orders and shall use its best efforts to minimize any associated costs. After termination, Contractor shall cooperate with Owner to the fullest extent for the purpose of allowing Owner or its designee to fully perform all functions previously performed by Contractor under the Agreement.

15.2 Upon Owner request, Contractor shall provide a written, detailed inventory of all Equipment in storage at the Site(s), in route to the Site(s), in storage or manufactured away from the Site(s), and on order from suppliers and Subcontractors. Upon Owner's request and to the extent that title has not transferred earlier pursuant to Article 27, Contractor shall promptly transfer title and deliver to Owner completed or partially completed Work (including Information or other work product related to the Work) and/or contract rights of Contractor relating to the Work for which Owner has made payment, and Contractor shall execute and deliver such documents and take all such actions as Owner may require for the purpose of vesting in Owner such ownership, rights and benefits of Contractor with respect to the Work.

15.3 In the event of a termination under this Article 15, except as otherwise expressly agreed to in writing by the parties, Owner shall pay for the Work completed in compliance with the Agreement through the effective date of termination.

16. OWNER'S REPRESENTATIVE STATUS.

Owner's Representative will perform inspection of the Work and has the authority to stop the Work whenever such stoppage may be necessary to insure the proper execution of the Agreement. He/she also has authority to reject any and all Work that does not conform to the Agreement and to decide questions that arise in the execution of the Work. Owner's Representative will make decisions in writing within a reasonable time on all claims of Contractor and on all other matters relating to the execution and progress of the Work or interpretation of the Agreement documents.

17. CONTRACTOR'S SUPERVISORY DUTIES.

17.1 Prior to commencing any Work, Contractor shall identify to Owner a Contractor's Representative authorized to receive all communications from Owner, provide all approvals or authorizations required

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from Contractor and act on behalf of Contractor in all matters concerning the Work. Owner reserves the right to require the removal and replacement of Contractor's Representative for any reason.

17.2 Contractor shall efficiently and continuously supervise its Contractor Resources required to complete the Work. Contractor shall be fully liable for the acts and omissions of Contractor Resources. Contractor shall provide an adequate and competent supervisory staff throughout the course of the Work.

17.3 Contractor shall at all times enforce strict discipline and good order among Contractor Resources, and shall not employ any unfit person or anyone not skilled in the tasks assigned under the Agreement. Owner shall have the right to request Contractor to remove any person determined by Owner to be unqualified or unfit to perform the Work.

17.4 In the event Contractor Resources are given access to any of Owner's computer systems or equipment or Owner Information (including, without limitation, Owner's Confidential Information), Contractor agrees not to use Owner's systems or equipment or such Owner Information for any purposes other than that contemplated in the Agreement. Contractor further agrees to keep confidential any Information it obtains in the course of performing Work under this Agreement and to utilize data security systems approved by Owner and compliant with Owner's IT Security Requirements and applicable law. Contractor agrees to cause its Contractor Resources to comply with applicable provisions of Owner's IT Security Requirements and policies and applicable laws and regulation.

17.5 For any Services to be performed on any Site, within five (5) Business Days of Owner's request, Contractor shall provide to Owner, the names, classifications and job locations of Contractor Resources. Owner shall have the right to request that Contractor remove and replace (at no cost to Owner) any person determined by Owner in its discretion to be unqualified or unfit to perform the Work, in which case Contractor shall do so (including reassignment to work other than for Owner and/or Owner affiliates to the extent allowable under Contractor's labor agreement(s) and Law). Owner's requests and/or reviews concerning any Contractor Resources shall not be construed in any manner as creating any employment, contractual or other relationship between Owner and such person, or otherwise granting Owner control over such person and/or the performance of the related Work.

17.6 Contractor shall, subject to Owner approval, designate certain Contractor Resources as key personnel with respect to the Work. Contractor shall not remove, replace, or reassign such designated key personnel without the prior written consent of Owner, which shall not be unreasonably withheld.

17.7 **THIS SECTION IS APPLICABLE ONLY TO DISTRIBUTION OR TRANSMISSION SERVICES ON SITES**. In addition to the requirements of Section 17.5, Contractor shall provide to Owner, the names, classifications and job locations of Contractor Resources that were former employees of Owner or any of its affiliates, that Contractor desires to assign to provide Services on behalf of Contractor and/or any Subcontractor at least three (3) business days prior to those Contractor Resources performing any such Services.

18. INDEPENDENT CONTRACTOR.

Contractor Resources shall perform all Work as independent contractors, and shall not be deemed to be the employees or agents of Owner for any purpose whatsoever.

19. SUBCONTRACTING.

19.1 Contractor shall provide Owner with notice of any Work that it desires to subcontract along with a list of proposed Subcontractors. Owner shall have the right to refuse any proposed Subcontractor and Contractor shall not enter into any such subcontract with any such Subcontractor as to which Owner has made an objection. Contractor shall not make any substitution of proposed Subcontractors prior to or during the term of this Agreement without prior written approval from Owner. Neither Contractor nor any Subcontractor shall assign any Work under this Agreement without the written consent of Owner.

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19.2 Irrespective of Owner's consent or the terms of any agreement between Contractor and any Subcontractor, Contractor shall (a) be fully responsible to Owner for acts and omissions of Contractor Resources; (b) remain fully responsible for the full and faithful performance of the Contract; (c) direct and control the activities of all Contractor Resources; (d) remain fully bound by all terms and conditions of the Agreement including all requirements for indemnity and warranty. Contractor shall include all Agreement provisions related to any subcontracted Work in the written agreement between Contractor and such Subcontractor for such Work, including warranty, insurance, audit and indemnity provisions. Contractor shall be responsible for the satisfaction of all contractual and legal obligations to such subcontractor and supplier.

19.3 Owner shall have the right to request that Contractor terminate any subcontract and remove any Contractor Resources determined by Owner, in its sole discretion, to be unqualified or unfit to perform the Work or any portion thereof.

19.4 Nothing contained in the Agreement documents shall create any direct contractual relation between any Subcontractor and Owner.

19.5 Contractor shall not allow access to the Site(s) or any portion thereof under the control of the Contractor by any person not acting under the direction and control of Contractor, other than Owner, the Owner's Representative, other authorized representatives of Owner, other contractors engaged by Owner and governmental authorities.

19.6 **THIS SECTION IS APPLICABLE ONLY TO WORK INCLUDING CONSTRUCTION RENOVATION OR REHABILITATION OF REAL PROPERTY IN CONNECTICUT:** Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to pay any amounts due any of Subcontractor's subcontractors or suppliers for Work furnished, not later than thirty days after the date such Subcontractor receives a payment from the Contractor which encompasses Work furnished by such Subcontractor.

19.7 **THIS SECTION IS APPLICABLE ONLY TO WORK INCLUDING CONSTRUCTION RENOVATION OR REHABILITATION OF REAL PROPERTY IN MASSACHUSETTS**: Contractor shall pay any amounts due any Subcontractor for such Work furnished, in compliance with applicable laws, including M.G.L. c. 149, §29E.

20. COMPLIANCE.

20.1 Contractor and Contractor Resources shall comply with all laws, regulations and requirements applicable to the Work, including international, federal, state and local laws, and the laws applicable to any location where any Work is to be performed, constructed, manufactured, stored or delivered. Such compliance shall include environmental, human rights, labor, employment, non-discrimination and anti-corruption laws (including the Foreign Corrupt Practices Act), and all applicable maritime, customs, export, and import laws, requirements, rules and regulations, and the applicable laws, requirements, rules and regulations of the country of origin or destination, any intermediate country, and the United States in the performance of the Work. The country of any location where Work is to be performed, whether it is the country of origin or destination or any intermediate country must be a member of the International Labour Organization (ILO). The costs of such compliance with the foregoing requirements shall be borne exclusively by Contractor and Contractor shall defend, indemnify, and hold Owner harmless from any liabilities, damages, fines, penalties and costs arising from Contractor's noncompliance with this Article 20.

20.2 Contractor and Contractor Resources shall comply with Owner's requirements, procedures, and policies including without limitation those found in the Exhibits hereto, and as additionally incorporated by reference in the Order or Agreement documents and/or issued in connection with the Work and as in effect from time to time.

20.3 **THIS SECTION IS APPLICABLE TO WORK PERFORMED PURSUANT TO A FEDERAL GOVERNMENT CONTRACT OR FEDERALLY FUNDED CONTRACT:** In connection with its performance of Work pursuant to a federal government contract or federally funded contract, in addition to all other legal compliance obligations, Contractor shall comply with all laws and regulations specific to and applicable to such contracts, including without limitation, regulations and laws

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regarding employment and non-discrimination, Executive Order 11246 and the regulations issued pursuant thereto (generally Part 60-1 of Title 41 of the Code of Federal Regulations), unless exempted by said regulations. **The Equal Opportunity Clause set forth in 41 CFR Section 60 1.4(a)), is hereby incorporated by reference. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. This contractor and subcontractor shall abide by the requirements of 41CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities**. Contractor and all of its Subcontractors shall comply with the provisions and regulations pertaining to nondiscrimination and affirmative action in employment (41 CFR Sections 60 1.4, 1.40, 1.41 and 1.42), and the filing of Standard Form 100 (EEO 1). Contractor certifies, in accordance with the requirements of 41 CFR Section 60 1.8), that its facilities for employees are not segregated. Further, Contractor will comply with the provisions of (unless exempted from) the notice posting requirements of Executive Order 13496 set forth in 29 CFR Part 471, Appendix A to subpart A, which is incorporated herein by reference.

20.4 Code of Business Conduct - Because Owner places such a high priority on ethical and legal conduct, Owner requires all Contractors and their Contractor Resources to read, understand and comply with Owner's Supplier Code of Business Conduct, available on the Eversource.com website. Owner values its relationships with its suppliers and contractors and shares the following core values with contractors and suppliers wanting to conduct business with Owner: 1) Maintain and adhere to the highest ethical standards; 2) Comply with all federal, state and local laws and regulations, as well as all of Owner's policies and procedures. including this Code; 3) Embed safety in every aspect of work performed; 4) Foster a diverse and inclusive work environment that ensures everyone is treated with respect and dignity 5) Avoid any and all conflicts of interest, and the appearance of such; and 6) Keep property, resources and information secure, and keep confidential Owner's customer, employee and shareholder information. Contractor's failure to conduct business in a manner that meets these standards could result in a termination of the Agreement under Section 14.2.

20.5 For all Equipment and Services supplied by Contractor and used for Owner's high and medium impact Bulk Electric Systems (BES) and Cyber Systems as described in North American Electric Reliability Corporation (NERC) CIP Reliability Standards, including, without limitation CIP-013, Contractor shall comply with Owner's Supply Chain Cyber Security Risk Management Program requirements as set forth in the Contractor CIP Compliance Agreement, incorporated by reference if applicable to such Equipment and Services.

21. SITE REQUIREMENTS.

21.1 For all Work to be performed at a Site, Contractor Resources shall comply with Owner's requirements, procedures, and policies and training requirements, including those relating to safety, security, environmental practices and access authorization, currently in effect, copies of which are available upon request.

21.2 Owner shall have the right to place its forces or any other contractor's forces at the Site to perform work not included in the Agreement. All Work performed by Contractor shall be undertaken in full cooperation with Owner's personnel or the personnel of other contractors at the Site, in order to achieve the least possible interference with the continuity and efficiency of all Owner's interests or activities at the Site. Contractor's forces shall work in harmony with all such other forces, and in accordance with Owner's schedules.

21.3 Contractor represents that prior to commencing Work it has advised its forces of Owner's requirements, procedures and policies; satisfied the applicable training requirements; and conducted such inspections and made such inquiries as it deems necessary concerning the conditions at each Site which might affect Contractor's execution and completion of the Work. Contractor agrees and acknowledges that Information provided by Owner concerning Site conditions has been used for

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reference only and shall not be claimed to relieve Contractor from its obligation to independently assess the requirements of the Work.

21.4 Contractor shall plan and execute the Work in such a way to avoid any unscheduled interruption of utility service.

21.5 The Contractor shall use only the established roads for the performance of the Work, and any such temporary roads approved by Owner and necessary for the Work.. When necessary to cross curbing, sidewalks or similar features, they must be properly protected, and if damaged, shall be restored to previous condition at Contractor's expense.

22. INCIDENTAL MATERIALS AND CONSUMABLES.

Unless expressly set forth in the applicable Specifications, Contractor will use its facilities, tools and equipment, in its discretion, necessary to perform the Work (other than Equipment purchased by Owner) and Owner will have no right to use such tools, equipment or facilities and Contractor may substitute comparable tools, equipment and facilities for completion of the Work (but not components or materials of Equipment or Equipment purchased by Owner) provided that at all times, Contractor shall meet the Specifications and all Agreement requirements. Contractor, at its sole expense and prior to delivering consumables or materials incidental to performance of Work at the Site, shall inspect or test such consumables or materials to ensure compliance with the Agreement, including the Specifications.

23. HAZARDOUS MATERIALS.

23.1 Contractor shall provide to Owner's Representative or designee a written description of and purpose for the use of any products or processes in the Work that are Hazardous Materials or may result in the generation of Hazardous Materials. Such written submission must identify, prior to the start of the Work and to the satisfaction of Owner's Representative or designee, the practices used to minimize such generation and demonstrate that it has taken all possible steps to eliminate or reduce to the maximum extent possible such generation.

23.2 Contractor shall ensure the environmentally responsible management of any Hazardous Materials included in or resulting from the Work. In performing the Work, Contractor shall comply fully with all Environmental Laws. Contractor is solely responsible for the proper identification and labeling, documentation, handling, storage, minimization, processing and recycling of any and all such Hazardous Materials. Unless otherwise indicated, Contractor shall be responsible for manifesting, transporting and removing from Site any and all Hazardous Materials. Contractor shall be liable for any and all costs incurred by Owner, at Owner's sole discretion, for the storage, handling, processing, removal and disposal thereof.

23.3 Contractor shall defend and indemnify Owner, its parent, affiliates and its and their employees, agents, officers and directors and hold it and them harmless from any and all damages, claims, demands, or suits of any kind for injury to persons, including death, and damage to property suffered by any person (including Contractor Resources) or by any firm or corporation arising out of, or claimed to have arisen out of, any acts or omissions of Contractor and Contractor Resources related to or involving Hazardous Materials generated during the course of the Work or brought to the Site by the Contractor or Contractor Resources. This indemnification shall include any liability or claims related to the storage, handling, processing, release, or removal from Site of any such Hazardous Materials by Contractor, Contractor Resources, transporters, recyclers, or any treatment, storage or disposal facility used by Contractor or such other persons. Further, this indemnification shall include liability for any and all costs or penalties (including legal, attorney, administrative, or regulatory fees and expenses) incurred or imposed as a result of actions pursued by federal, state or local governments or agencies related, in any way whatsoever, to the management of such Hazardous Materials.

23.4 Contractor agrees to use the EPA identification number assigned to the Site at which Contractor is working. The use of such EPA number shall not constitute assumption of environmental liability by Owner. In the event Owner has no EPA number for the Site in question, Contractor shall apply for a temporary number.

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23.5 No chemical consumable product may be delivered to any Site without prior written approval by the Owner's Representative or designee in the manner provided in the first paragraph of this Article 23. As a condition precedent to such pre-approval, Contractor shall identify to Owner's Representative any and all chemical consumable products that will be used in performing the Work or are listed on the Site's approved Chemical Consumables Products List. Such identification shall include a copy of the product's Material Safety Data Sheet (MSDS), the specific use and location of use, and the expected quantity that will be required to perform the Work. Owner's consideration of Contractor's request shall involve the products' health and safety hazards, environmental and fire hazards, potential for degrading Owner's systems or components, potential for creating Hazardous Materials, and availability of suitable alternatives. A substitute product may only be used following the receipt of express written permission by the Owner's Representative. Contractor is solely responsible for any costs or expenses incurred by Owner as a result of Contractor's use of a product that has not been specifically authorized.

23.6 Following completion of the Work, Contractor shall identify to Owner's Representative all materials or waste that it reasonably believes constitute Hazardous Materials. Final classification of such waste shall be at the sole discretion of Owner's Representative. Unless directed otherwise by Owner, Contractor shall promptly remove any and all equipment and consumables from the Site. In the event that Contractor fails to complete such removal in a timely fashion following completion of the Work, Owner may, at its sole discretion, retain any such material as property of Owner or arrange for its removal at the sole expense of Contractor. Such expenses to be borne by Contractor include, the costs of laboratory testing, storage fees, processing, treatment, transportation, recycling, and disposal. The manifesting, transportation and removing from Site of any and all Hazardous Materials shall be effected by Contractor, at Contractor's sole cost and expense.

24. **SUBSTITUTIONS AND SPARE PARTS.**

Contractor shall make available for purchase by Owner for a period of five (5) years an adequate supply of spare parts for all Equipment supplied by, assembled or fabricated by Contractor as part of the Work. Unless otherwise stated, any Equipment described by trade name or identified by the name of the manufacturer are intended as a standard of the type desired. Equipment made by other manufacturers may be used, provided that they are equal or better in material, design and workmanship to those named, and provided that such substitutions are approved by the Owner in writing. All parts of like units shall be so constructed as to be interchangeable with like parts of duplicate units, unless the specifications provide otherwise.

25. SAFETY PRACTICES. SECURITY, PROTECTION OF THE PUBLIC, WORK AND PROPERTY.

25.1. Contractor and Contractor Resources shall be instructed, familiar with and required to follow safety rules and regulations applicable to the Work being performed, and comply with (1) all Owner policies and procedures (available upon request) applicable to the Work, and any addenda, revisions or updates thereto; and; (2) those policies and procedures referenced in the Agreement or Order. Contractor shall coordinate site specific Personal Protective Equipment (PPE), arc flash protection and FR clothing requirements with the Owner. Contractor shall have the sole responsibility to see that such persons are so informed, properly trained and that safety practices are followed.

25.2. Contractor shall establish and maintain safeguards, controls, work rules, or other measures to protect the Equipment, and/or the Owner's property that is placed under Contractor's control, from damage, harm, or sabotage for the entire time during the performance of the Work until Final Acceptance. Contractor shall fully comply with any applicable Owner Site rules. For all Work to be performed at a Site, Contractor Resources shall comply with Owner's requirements, standards, procedures, and policies and training requirements, including those relating to safety, security, environmental practices and access authorization, currently in effect, copies of which are available upon request or may be available electronically, through an Owner web-site. Contractor shall conduct safety briefings and job hazard assessments. Upon Owner's request, Contractor shall provide documentation, confirming Contractor's compliance with this Article 25, including OSHA logs, qualification requirements and training certifications, licenses and detailed job safety and hazard assessment job plans, and reports of accidents involving Contractor Resources during the performance of the Work on Owner's Site.

25.3. While performing all Work, Contractor shall, and shall ensure that Contractor Resources strictly observe and fully comply with all federal, state, and local safety laws, rules and regulations applicable

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to the Work and/or the Site Contractor shall provide and maintain all necessary precautions for the protection and safety of the public. It shall continuously take all necessary precautions to protect Owner's property from injury or loss arising in connection with the Agreement. In addition, when performing Work in close proximity to Owner's employees, Owner's safety rules shall be applicable.

25.4. Contractor shall train all Contractor Resources who carry out Work in the vicinity of energized conductors and equipment, in approved methods of artificial resuscitation, before such persons begin any Work.

25.5. Except with respect to Hazardous Materials, for which the provision of MSDS is required, pursuant to Article 23 "HAZARDOUS MATERIALS", upon Owner request, Contractor shall furnish to Owner's Representative Material Safety Data Sheets (MSDS) for any other product intended for use with the Work and make copies of such MSDS available to Owner at the Site or other mutually agreed upon location. No product for which an MSDS submittal has been requested shall be used until the MSDS has been reviewed by Owner.

25.6. For any Work that takes place at Owner facilities, Contractor shall comply with Owner's security requirements then in effect. Contractor Resources shall strictly adhere to the security regulations and obey the directions of Owner's security personnel. Contractor shall develop and, after review and approval by Owner, implement a security program to account for and protect all tools and equipment under its sole and exclusive care, custody and control in the performance of the Work. Owner shall not be liable to Contractor for loss of or damage to such tools or equipment.

25.7. Owner may immediately suspend or terminate all or any portion of the Work, without any added cost to Owner, and with no adjustments made to the schedule for the Work, if Owner determines that any safety or environmental violations have occurred, including conditions that could result in injury to any individual or damage to property or to the environment.

25.8. During the operating life of all equipment (including Equipment), materials and/or supplies furnished by, through or on behalf of Contractor as part of the Work or for use or consumption or for incorporation into the Work (including warranty repairs), Contractor shall provide Owner with prompt written notice of any and all design modifications in such equipment, materials and/or supplies if the purpose or consequence of any such design modification is to address a safety issue, or to improve the safety of, any such equipment (including Equipment), material and/or supplies.

25.9. In the event that Owner personnel observe and/or determine that a portion of Contractor's Work has been performed in nonconformance with the Agreement and if the continued existence of that portion of the Work in its then current state poses a threat of property damage or bodily injury to Owner, Owner personnel, other persons or the public, Owner shall have the right to correct the nonconforming Work or place the nonconforming Work in a safe condition. Owner shall notify Contractor verbally as soon as possible after discovering the nonconforming Work. Owner shall confirm the observation in writing within seven (7) days. If Owner has not yet paid for the Work, Owner may deduct the costs of affecting such repair from the outstanding amount due for the Work. If Owner has already paid for the Work, Contractor shall reimburse Owner for Owner's Direct Actual Costs for such repair. Contractor shall make good any damage resulting from lack of protective precautions. It shall adequately protect adjacent private and public property.

25.10. Contractor shall exercise the utmost care and shall carry on all activities under the supervision of properly qualified Contractor Resources. In the event of an emergency affecting the safety of the public, the Work or property, or in the event of a release of Hazardous Materials, Contractor shall as soon as reasonably practicable but in no event later than four (4) hours from the occurrence of such event, notify Owner of the occurrence and details of such events. Contractor is hereby permitted to act at its own discretion to prevent such threatened loss or injury without special instructions or authorization from Owner's Representative except in the event of a release of Hazardous Materials. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement or by arbitration.

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25.12. Contractor shall have obtained identity verification, criminal background checks (federal, state and county checks for prior 7 years) and drug tests for all Contractor Resources prior to using such Contractor Resources to perform Work at customer facilities or Owner Sites. Contractor shall not assign Work to Contractor Resources that have any record of convictions (including any record since employment with Contractor) for any felonies and misdemeanors involving violence, sexual offense, drugs, theft, computer crimes or identity theft, or otherwise present a risk of injury to any individual or damage to or loss of property.

25.13. For any serious safety incident that (1) occurs during any work that is under Contractor's supervision at any of Contractor's work locations, (2) is required to be reported to OSHA and (3) results in either a fatality of any employee of, or hospitalization of one (1) or more employees of, Contractor or a subcontractor to Contractor, Contractor shall notify Owner within five (5) Days after such safety incident.

26 **DELIVERY, TITLE AND RISK OF LOSS TO EQUIPMENT AND MATERIALS.**

26.1 Except as otherwise specified in the Agreement, delivery of any equipment and materials to be purchased by the Owner shall be F.O.B. Destination. Whenever Contractor provides equipment that will not be subject to further Work by Contractor, title and risk of loss shall pass to Owner upon the delivery of the equipment F.O.B. Destination set forth in the Agreement and Acceptance. Except as otherwise expressly agreed to by the parties in writing in the Agreement Owner shall not pay any amounts for transportation or packaging.

26.2 Except as provided for in Section 26.1 above, title and risk of loss to all equipment and materials supplied by Contractor shall pass upon Acceptance of Work by Owner.

26.3 Title to all materials to be removed by Contractor shall pass to Contractor upon the loading of the materials into the containers supplied by Contractor or onto Contractor's truck, whichever occurs first. For purposes of this Section 26.3, the term Contractor shall include any Subcontractor performing Work under the Contract

26.4 For Equipment returned to Contractor's facility for repair or modification, title shall remain with Owner. For warranty work, Contractor shall bear the risk of loss from the time it leaves the Site until it returns to the Site. In all other cases, Owner shall bear risk of loss until the Equipment is delivered to Contractor's site and Contractor shall bear risk of loss from the time of delivery at its site until the equipment is returned to Owner's Site.

26.5 Contractor shall deliver the equipment and materials purchased by Owner to the location stated in the Agreement in accordance with the delivery dates and any schedule of performance provided in the Agreement, time being of the essence for each such delivery for which a date or a length of time is fixed for delivery.

27. **CLEANUP.**

For Work performed at any Site, Contractor shall at all times keep the Site free from accumulations of waste material or rubbish. Unless otherwise directed by Owner or except for Scrap, or material to be retained by Owner pursuant to Article 29 "MATERIALS", Contractor shall remove at its sole cost and expense from the Site and from all public and private property all temporary structures, rubbish and waste materials resulting from its operations. This requirement shall not apply to property that the Owner expressly grants its permission to be used for permanent disposal of rubbish or waste materials, provided such disposal is carried out by the Contractor in accordance with any and all conditions under which such permission is granted.

28. **SCRAP.**

Unless otherwise expressly provided in the Agreement documents, at least five (5) business days prior to the commencement of the Work, Contractor shall notify the Owner's Representative of any Scrap to be generated from the Work and request direction regarding storage or disposal of such Scrap. Contractor shall comply with directions regarding Scrap disposal or storage provided by Owner's Representative. Except with respect to Scrap that Owner expressly directs Contractor to dispose of or otherwise take title to and manage, Owner shall retain title in all Scrap; provided, however, that Contractor shall bear risk of loss for Scrap that Owner wishes to retain until Contractor delivers such

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Scrap to the point of storage designated by Owner.

29. **MATERIALS.**
Contractor shall exercise reasonable care in the receipt, storage, handling, and installation of all materials, whether supplied by Owner, by Contractor, or by another contractor. All excess material supplied by or charged to Owner shall be handled and managed as directed by Owner.

30. **REMOVAL OF EQUIPMENT.**
Except as required to comply with the directions of Owner or Contractor's surety upon takeover of the Work, Contractor shall promptly remove all Contractor provided equipment, materials and supplies from the Site upon completion or termination of the Agreement subject to requirements set forth in Article 27 "CLEANUP". If Contractor fails to complete such removal within fifteen (15) days after notice from Owner, Owner may elect (i) to retain all or any portion of such remaining equipment, materials and supplies as its property, or (ii) to remove and dispose of all or any portion of such items at the expense of Contractor.

31. **INSURANCE BY CONTRACTOR.**
As a condition to undertaking the Work, Contractor shall acquire, at its sole cost and expense, the following insurance coverage (or equivalent) from insurers with an A.M. Best rating of A- or better, with the indicated amounts and shall maintain such required insurance coverages during all Work and until the date of final payment under the Agreement or Acceptance of all Work under the Agreement, unless a longer period is specified below:

31.1 Workers' Compensation in the amounts mandated by law (statutory coverage) and Employers Liability Insurance with limits of not less than $1,000,000.

31.2 Commercial General Liability Coverage on Form CG 00 01 or its equivalent excluding Professional Liability but including, Operations, Products and Completed Operations, Underground (XCU) Hazard, Contractual Liability and Broad Form Property Damage Liability written in one or more layers with a combined single limit for Bodily Injury and Property Damage of not less than $5,000,000 per occurrence and annual aggregate. Products and Completed Operations coverage shall remain in effect for a minimum of three (3) years from the date of final payment under the Agreement or Acceptance of all Work under the, Agreement, whichever is later, unless the Work is to be performed solely in CT, in which case the required coverage should be in force for two (2) years from such date.

31.3 Automobile Liability Coverage, including, all owned, non-owned, and hired vehicles, written in one or more layers with a combined single limit for Bodily Injury and Property Damage of not less than $2,000,000 per accident. If the Contractor is transporting any hazardous materials, a Pollution Liability Broadened Coverage for Autos endorsement must be added to the Business Automobile Policy by ISO endorsement CA 9948 3/06 or its equivalent and MCS-90

31.4 Aviation – Aircraft Liability insurance, if applicable, in an amount of not less than $10,000,000.00 per occurrence/aggregate, including third party liability and Passenger Liability, except to the extent that a Subcontractor performing the aviation Services and providing the aircraft maintains such insurance coverage for all aircraft used for performance of the Work covering all third party and passenger liabilities caused by the operation of aircraft, whether owned or non-owned, and the risks involved in aviation and the use of aircraft in construction. The Passenger Liability coverage included under the Aircraft Liability insurance shall not be subject to a sub-limit.

31.3 Pollution Liability insurance, if applicable, to remain in force for the duration of the term of the applicable Project Specific Agreement or Work Release covering losses caused by pollution conditions that arise from the operations of the Contractor. Insurance as required in this section shall apply to bodily injury; property damage including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy of insurance affording these required coverages shall be written in an amount of at least $5,000,000 per loss, with an annual aggregate of at least $10,000,000.

31.4 Railroad Protective Liability insurance, if applicable - covering the Work performed by Contractor or

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any contractor within fifty (50) feet vertically or horizontally of railroad tracks. The current ISO Occurrence Form (claims-made forms are unacceptable) shall have limits of liability of not less than $2 million each occurrence, combined single limit, for Coverages A and B, for losses arising out of injury to or death of all persons, and for physical loss or damage to or destruction of property, including the loss of use thereof. A $6 million annual aggregate shall apply.

31.5 To the extent the Work includes engineering, design, or other professional services, Errors and Omissions coverage for professional Services and products provided by Contractor, including coverages for intellectual property infringement and related risks with a limit of not less than $5,000,000 per occurrence and annual aggregate, which coverage Contractor shall maintain in effect for a period of at least seven (7) years following the final payment under the Agreement or Acceptance of all Work Under the Agreement, whichever is later.

31.6 All policies contemplated in this Article 31 other than Workers' Compensation and Errors and Omissions shall be endorsed to include, Owner, its affiliates and their respective directors, officers, employees and agents (including, the Owner's Representative), as additional insureds using ISO additional insured endorsement CG 20 10 11 85 or at a minimum CG 20 10 07 04 and CG 20 37 07 04 providing equivalent coverage for both ongoing and completed operations, if any.as respects any and all personal and/or bodily injury and/or property damage claims arising out of Contractor's operations hereunder. The limits required under this Article 31 may be satisfied by a combination of primary and excess (umbrella) coverage layers. The foregoing insurance policies, including Workers' Compensation, shall include a waiver of any right of subrogation of the insurers thereunder against the additional insureds thereunder, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under such policy. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with policy provisions.

31.7 Contractor shall provide certificates of insurance and copies of additional insured endorsements and all applicable endorsements to Owner to evidence Contractor's insurance policies within thirty (30) days of the award of any Agreement but in no event later than prior to the commencement of any Work. Contractor shall ensure that its broker shall provide Owner with replacement certificates and additional insured endorsements evidencing required insurance coverage prior to the expiration of prior certificates. Failure to provide such certificates shall be grounds for withholding payment and/or termination of the Agreement. Owner shall have the right to review policy documents in the event a claim is filed thereunder.

31.8 Such insurance coverage shall be primary and non-contributory to any other coverage available to Owner or its affiliates, and shall not be deemed to limit Contractor's liability under the Agreement.

31.9 Contractor shall have and maintain in effect the insurances required by this Article 31 for the duration of the Agreement and thereafter for any period of continuing contractual obligations, including Contractor's warranty obligations. In addition, Contractor whose scope of work may include professional services shall procure tail coverage through the applicable warranty period on each errors and omissions policy maintained in accordance herewith upon the expiration and/or non-renewal thereof, unless Contractor's replacement errors and omissions policy provides continuing coverage for the Work through the applicable warranty period.

31.10 Contractor shall be solely responsible for payment of any and all deductible or self-insured retention amounts relating to any and all of the policies of insurance required by this Article 31, regardless of the number of losses.

31.11 For any Services to be provided by any Subcontractor, Contractor shall require such Subcontractor to provide the foregoing insurance coverages and amounts and comply with the requirements set forth in this Article 31 including additional insured, primary and non-contributory, and waiver of subrogation.

32. **INDEMNIFICATION BY CONTRACTOR.**
To the fullest extent permitted by Law, Contractor shall be responsible for and shall indemnify, and shall defend and save Owner, its affiliates and their respective employees, trustees, shareholders,

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officers, and directors, as well as their respective agents and consultants (each, an "*Indemnified Person*") harmless from and against any and all costs and expenses (including all costs and expenses of litigation, as well as related attorneys' fees), losses, liabilities, fines, penalties, damages, claims, demands, judgments, awards, obligations, actions, or proceedings arising from the acts or omissions of Contractor Resources or related to the Work or Contractor's obligations under the Agreement Documents. Contractor further agrees to obtain, and maintain at its expense, such insurance as will insure the provisions of all indemnity obligations in the Agreement. Nothing in this Article shall derogate or reduce Contractor's obligations under Article 31 hereof.

33. INFRINGEMENT OF PROPRIETARY RIGHTS.

33.1 Contractor shall indemnify, defend and hold harmless Owner, its parent, affiliates and its and their employees, agents, officers, and directors from any and all liabilities, penalties, damages, claims, actions or proceedings based upon any allegation that (i) any portion or all of the Work furnished under the Agreement, or any use thereof for purposes intended by the Agreement constitutes an infringement of any patent, copyright, trademark or other proprietary interest or (ii) Contractor has, other than solely for Owner's benefit in connection with the Work, made use of Information in which a third party claims a proprietary interest which Information was obtained by Owner from third parties under agreements for confidentiality.

33.2 If Owner provides Contractor notice of a claim of infringement with respect to any material, equipment or Information used in connection with the Work (collectively, the "Product") or Owner's use of all or any portion of the Product is enjoined due to a claim of infringement, Contractor shall promptly and at its sole expense either (i) procure for Owner the right to continue using the Product or (ii) replace the Product with non-infringing and functionally equivalent Product, (iii) modify the Product so that it becomes non-infringing and functionally equivalent, or (iv) take such other action as is necessary to assure Owner's uninterrupted use of the Product.

34. CONFIDENTIAL INFORMATION.

34.1 Each party acknowledges that it may be necessary to disclose Confidential Information to the other party. Except to the extent set forth in this Article 34, or as otherwise agreed to in writing by the parties, each party shall maintain the Confidential Information of the other party in a secure and confidential manner. Each party shall exercise the same degree of care and security that it exercises with its own Confidential Information, and in no event less than a reasonable degree of care and security. Contractor agrees to use Owner's Confidential Information solely for the provision of Work and to not disclose to third parties or to publish any of Owner's Confidential Information without Owner's advance written consent. However, if Owner, within one hundred eighty (180) days of receipt of Contractor's Confidential Information, disputes the proprietary nature of such Information by written notice to Contractor, the parties shall consult to resolve such dispute. Each party shall advise its employees, contractors, consultants, agents and those under its and/or their respective control of these requirements for confidentiality with regard to Confidential Information.

34.2 Owner shall have the right, without Contractor's approval, to disclose Contractor's Confidential Information to the limited extent required (i) for financing, acquisition or conveyance of ownership share, licensing, construction, startup, commissioning operation, maintenance or repair of the facility at which the Work is performed, and (ii) to comply with any request or order of a governmental agency or court. Each party shall have the right to disclose the other party's trade secret or other Confidential Information (a) to federal, state, or local government officials, to their attorneys, or in a sealed court document, for the purpose of reporting or investigating a suspected violation of the Defend Trade Secrets Act of 2016; or (b) to their attorneys or in a sealed court document in connection with a lawsuit for retaliation by an employer for reporting a suspected violation of the Defend Trade Secrets Act of 2016. If Owner discloses Contractor's Confidential Information to any governmental agency or court, Owner shall, to the extent it does not violate or fail to comply with any such request or order, advise Contractor prior to disclosure and, at Contractor's sole cost and expense, cooperate in any effort by Contractor to minimize the amount of Confidential Information disclosed, secure confidential treatment of such Confidential Information, or seek permission from such governmental agency or court to revise the Confidential Information in a manner consistent with Contractor's interests, the interests of Owner, and in a manner that meets the requirements of the governmental authority or court.

34.3 Any Information transmitted to either party will not be deemed Confidential Information if that

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Information is: (a) in the receiving party's possession without restriction on disclosure prior to disclosure hereunder; (b) at the time of disclosure, generally available to the public without restriction on disclosure; (c) after disclosure, generally available to the public without restriction on disclosure, by publication or otherwise, through no fault of the receiving party; or (d) after the time of disclosure, received from a third party who imposes no obligation of confidentiality and who, insofar as the receiving party can reasonably determine, did not acquire any such Confidential Information directly or indirectly from the other party subject to requirements of confidentiality.

34.4 Contractor shall notify Owner as soon as possible in writing if any Confidential Information provided to Owner has been changed to a non-proprietary status.

34.5 The provisions of this Article 34 shall also apply to Information that a party identifies and establishes in writing to the others as having been obtained from third parties under agreements for confidentiality.

34.6 Owner may demand the return and/or disposal of its Confidential Information at any time upon giving of written notice to Contractor. Within fifteen (15) days of receipt of such notice, Contractor shall return all of the original Confidential Information and shall dispose of all copies, reproductions or extracts (both written and electronic) in its possession and in the possession of any representatives to whom it was disclosed using methods authorized by the National Association for Information Destruction for the media on which the Confidential Information is stored. Except as may otherwise be agreed upon by the parties in writing, Contractor shall provide Owner with written certification of the return and/or disposal of such Confidential Information promptly following the return or disposal of such Confidential Information.

34.7 In the event any Confidential Information of Owner is disclosed to Contractor by Owner under this Article 34, Contractor shall not make use of such Confidential Information, other than for Owner's sole benefit and for the sole purpose related to the Work for which the Confidential Information has been disclosed.

34.8 The provisions of this Article shall survive the termination of the Agreement and shall bind the parties and their successors and assigns.

34.9 **THIS SECTION IS APPLICABLE TO WORK RELATED TO GENERATION, TRANSMISSION AND DISTRIBUTION FACILITIES:** In addition to the foregoing confidentiality obligations, to the extent that Contractor obtains or generates any critical energy infrastructure information ("CEII"), as defined by Federal Energy Regulatory Commission ("FERC"), pursuant to 18 C.F.R. §388.13, in its performance of the Work, Contractor shall keep confidential any CEII applicable to Owner and the Work. To the extent any such Work involves critical cyber assets, Contractor agrees to be bound by and comply with the North American Electric Reliability Council ("NERC") Critical Infrastructure Protection ("CIP") standards. Contractor shall indemnify Owner for any liabilities or penalties arising from any failure to comply with the requirements of this Section 34.9 by Contractor, or its subcontractors, at any tier. In addition, upon request by Owner, Contractor shall execute an agreement confirming such compliance with the foregoing obligations.

35. WARRANTY.

35.1 Services Warranty.

35.1.1 Contractor warrants that any Services performed or provided by, through, or on behalf of Contractor as part of or in connection with the Agreement shall (i) be performed by Contractor Resources who are fully qualified and competent and whose recommendations, guidance and performance reflect professional knowledge, judgment, and performance in accordance with the highest professional standards applicable to the utility industry and the industry applicable to such Services; and (ii) comply with and conform to all provisions and requirements of the Agreement and to any and all provisions of any and all applicable laws.

35.1.2 Within the period of two (2) years after Final Acceptance of all Work under the ,Agreement, if Owner determines that any portion of the Services performed by, through, and/or on behalf of Contractor fails to comply with the warranties set forth above, or if a defect or error is discovered in any Information supplied with such Services, Contractor shall, at its sole cost

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and at Owner's option, (i) correctly re-perform such Services or correct the defect or error in the Information, or (ii) return to Owner the charges paid by Owner and attributable to such Services or defective or erroneous Information supplied. Owner shall have the right to set-off against other amounts due Contractor hereunder or otherwise any amount owed by Contractor to Owner under this Article 35.

35.1.3 **THIS SUBSECTION IS APPLICABLE ONLY FOR CONSTRUCTION WORK:** In addition to the remedies set forth in Section 35.1.2, Owner shall have the right to (i) require Contractor to complete such warranty Work, or (ii) take over the Work and receive from Contractor reimbursement for such warranty Work.

35.2 Supplier Warranties. Contractor shall take all reasonable steps to transfer for the benefit of Owner all warranties or guarantees available from the suppliers of any portion of the Work.

35.3 Information Warranty. Contractor warrants that it has the full legal right, title and ownership of the Information furnished pursuant to the Agreement.

35.4 Equipment and Materials Warranty.

35.4.1 For a period of two (2) years after Acceptance of all Work under the Agreement, Contractor warrants that all Equipment and materials it supplies shall be new when delivered and free from defects in title, design, material and workmanship and shall conform to the Specifications set forth in the Agreement.

35.4.2 Within the period of two (2) years after Final Acceptance of the Equipment and materials, if Owner determines that the warranty set forth above is breached, Contractor shall at its sole cost and expense and at Owner's option, either repair or replace the affected Equipment and materials.

35.4.3 Contractor shall have no obligation for breach of warranty if Owner fails to store, operate or maintain Equipment supplied by Contractor in accordance with Contractor's written instructions furnished to Owner as part of the Work provided that Owner shall not be required to comply with standards that exceed those generally accepted in the industry.

35.5 Completion Warranty. Contractor warrants that it shall complete the Work in accordance with the Work schedule. If the Work falls behind schedule due to causes attributable to Contractor or Contractor Resources, Contractor shall, at its sole cost and expense, use its best efforts to restore the Work to schedule, including the following measures: placing Contractor Resources on extended working hours; assigning additional personnel to the Work, and prioritizing Contractor's resources and obligations to ensure that the Work is completed on schedule

35.6 Additional Warranty Provisions.

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35.6.1 Owner shall notify Contractor in writing of any breach of warranty.

35.6.2 In addition to its other warranty obligations, Contractor shall reimburse Owner for Owner's Direct Actual Costs to provide Contractor access to such defective Work and to restore facilities disturbed by such access.

35.6.3 If any defect in Contractor's Work, including corrective Work, is latent and not discoverable by Owner's reasonably careful inspection during the initial warranty period, the applicable warranty period shall be extended to a cumulative period of seven (7) years.

35.6.4 Corrective Work performed by Contractor shall be subject to the applicable warranty provisions of this Article. The warranty period for such corrective Work shall be the remainder of the original warranty period plus an additional two years.

35.6.5 The warranties provided for in this Article 35 shall apply regardless of where the Work is performed.

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35.6.6 In the case of Work affecting government-owned property, warranties shall also be enforceable directly by the applicable government agency having jurisdiction.

35.7 Subcontractor Warranties.

35.7.1 Contractor shall obtain usual and customary warranties from Subcontractors. Such warranties shall be obtained for the benefit of Owner as well as for Contractor. Contractor shall ensure that the benefit of any warranty offered by any Subcontractor at any tier is passed through to Owner, shall provide a copy of the terms of any such Subcontractor warranty to Owner, and shall identify relevant Subcontractor contracts and otherwise actively assist Owner, as required or desired by Owner and without additional charge, in enforcing any such warranty in the event such enforcement should become necessary.

35.7.2 The existence and/or absence of any Subcontractor warranties, including compliance or non-compliance therewith, shall not affect or impair in any manner whatsoever Contractor's obligations to Owner hereunder.

36. LIMITATION OF LIABILITY.

36.1 CONTRACTOR'S LIABILITY TO OWNER UNDER THE CONTRACT WHETHER BASED UPON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, TORT, AGREEMENT, STRICT LIABILITY, OR OTHERWISE SHALL BE THE SUM OF (i) FOR WARRANTY AND INDEMNITY OBLIGATIONS, THE REMEDIES DESCRIBED IN THE AGREEMENT, PLUS (ii) FOR DAMAGES CONTRACTOR IS REQUIRED TO INSURE AGAINST, ANY RECOVERY AVAILABLE UNDER THE INSURANCE COVERAGES REQUIRED BY THE CONTRACT PLUS (iii) FOR ANY ADDITIONAL DIRECT DAMAGES TO THE OWNER, AN AMOUNT EQUAL TO THE GREATER OF THE TOTAL OF ALL CHARGES PAID BY OWNER TO CONTRACTOR UNDER THE CONTRACT OR TWO MILLION DOLLARS ($2,000,000). OWNER'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THE CONTRACT SHALL NOT EXCEED, UNDER ANY CIRCUMSTANCES WHATSOEVER, THAT PORTION OF THE COMPENSATION DUE UNDER ARTICLE 3 “TERMS OF PAYMENT” THAT HAS NOT YET BEEN PAID BY OWNER WITH RESPECT TO THE WORK.

36.2 EXCEPT TO THE EXTENT ALLOWED UNDER THE INSURANCE, WARRANTY OR INDEMNITY PROVISIONS OF THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

36.3 CONTRACTOR WAIVES ALL CLAIMS AGAINST OWNER FOR ANY LIABILITY OR LOSS IN CONNECTION WITH: (i) PAYMENT OF ALL FEDERAL, STATE AND LOCAL TAXES OR CONTRIBUTIONS IMPOSED OR REQUIRED UNDER UNEMPLOYMENT INSURANCE, SOCIAL SECURITY AND INCOME TAX LAWS WITH RESPECT TO CONTRACTOR'S WORK UNDER THE CONTRACT; (ii) ALL LOSSES IN CONNECTION WITH ANY CLAIMS FOR LOST WAGES, SEVERANCE PAY, PENSIONS OR OTHER BENEFITS WITH RESPECT TO CONTRACTOR'S WORK UNDER THE CONTRACT; AND (iii) ALL CLAIMS FOR LIABILITY FOR DAMAGE TO CONTRACTOR'S PERSONAL PROPERTY OR INJURY TO CONTRACTOR RESOURCES IN CONNECTION WITH THE AGREEMENT.

36.4. The parties understand and agree that the liability of Contractor to Owner under the Agreement, at law, and/or in equity shall not be limited by the amount of insurance coverage required or made available pursuant to the provisions of Article 31 “INSURANCE BY CONTRACTOR”.

37. RIGHTS AND LIABILITIES OF PRINCIPALS.

All benefits, protections, indemnifications and other rights in favor of Owner under the Agreement shall also benefit, protect and indemnify the principals of Owner.

38. WAIVER OF MECHANIC'S LIENS.

Owner may condition payment to Contractor upon the receipt of lien waivers and releases from Contractor and all applicable Subcontractors. Contractor, for itself and Subcontractors at any tier, shall suffer no liens to exist upon any Site or other Owner property or Equipment and shall be responsible for any costs or liabilities arising from any liens. Upon Owner's request, Contractor shall

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obtain, without additional cost to Owner, a bond satisfactory to Owner to indemnify Owner against such liens and charges.

39. DISPUTE RESOLUTION; NEGOTIATION; MEDIATION; ARBITRATION.

39.1 The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives with authority to settle the dispute and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any party may give the other written notice of any dispute, which notice shall include a summary of that party's position and the name and title of the executive who will be representing that party. Within twenty (20) days after delivery of the notice, unless otherwise agreed, the receiving party shall respond with a summary of that party's position and the name and title of the executive who will represent that party. Within forty-five (45) days after the initial notice, unless otherwise agreed, the Parties' executives shall meet at a mutually acceptable time and place to attempt to resolve the dispute. All reasonable requests for information, essential to a matter of import in the dispute, made by one party to the other in support of the negotiation will be honored, and all negotiations pursuant to this Article 39 shall be confidential and treated as compromise and settlement negotiations.

39.2 If the dispute has not been resolved by negotiation within sixty (60) days after the disputing party's notice, or if the Parties failed to meet or arrange to meet within sixty (60) days, unless otherwise agreed, the Parties shall proceed to mediation under the then current CPR Mediation Procedure, and, unless otherwise agreed, will select a mediator from the CPR Panels of Distinguished Neutrals.

39.3 Any dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof, that has not been resolved by a non-binding procedure as provided herein within ninety (90) days of the initiation of such procedure, unless otherwise agreed, shall be finally resolved by arbitration in accordance with the then current CPR Non-Administered Arbitration Rules or, at Owners option, the then current CPR Administered Arbitration Rules. The Parties may mutually agree to arbitration in accordance with the them current CPR Expedited Arbitration Rules for disputes involving amounts in the aggregate under Three Million Dollars ($3,000,000)Disputes involving amounts in the aggregate equal to or greater than Three Million Dollars ($3,000,000), shall be decided by three arbitrators, unless the Parties mutually agree to a decision by fewer than three arbitrators. The selection of a single arbitrator shall be in accordance with Rule 5.3. The selection of three arbitrators shall be in accordance with the "screened" appointment procedure provided in CPR Rule 5.4, with each Party selecting one arbitrator and the third arbitrator who will serve as the panel chair, will be selected pursuant to CPR Rule 6. Unless otherwise mutually agreed, the arbitrators shall be selected from the CPR Panels of Distinguished Neutrals. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. Unless otherwise agreed to by the parties, the place of arbitration shall be at Owner's option, Hartford, Connecticut, Manchester, New Hampshire or Boston, Massachusetts.

39.4 Any award or determination made by the arbitrator(s) shall be subject to the limitations of liability set forth in this Agreement. The arbitrator(s) are not empowered to award damages in excess of compensatory damages and each party expressly waives and foregoes any right to punitive, exemplary or similar damages unless a statute requires that compensatory damages be increased in a specified manner. Each Party shall be responsible for its own costs and expenses, including attorney's fees. Unless otherwise directed in writing by Owner and to the extent permitted by law, Contractor shall continue performance of the Work in compliance with the Agreement notwithstanding the existence of any Dispute between the Parties. Nothing herein shall prejudice, impair or otherwise prevent Owner from receiving equitable relief pending the conclusion of any mediation and/or arbitration proceeding.

39.5 Each Party will proceed in good faith to conclude the arbitration proceeding as quickly, efficiently, and cost -effectively as reasonably possible. If a party refuses to participate in an arbitration

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proceeding as required by this, Agreement, the other party may petition any governmental authority having proper jurisdiction for an order directing the refusing Party to participate in the arbitration proceeding. All costs and expenses incurred by the petitioning Party in enforcing such participation will be paid for by the refusing Party. The parties hereby consent to the exclusive jurisdiction of the courts of the State of Connecticut, State of New Hampshire or the Commonwealth of Massachusetts for enforcement of all arbitration procedures pursuant to this Article 39 and any other legal proceedings arising out of or relating to the Agreement and the transactions contemplated hereby.

40. ADVERTISING.

Unless authorized in writing by Owner or except as required by applicable law, Contractor shall not engage in any advertising, publicity or other promotional activity which directly or indirectly mentions or refers to the relationship between the parties or the Work furnished under the Agreement.

41. BINDING EFFECT; ASSIGNMENT.

The Agreement shall be binding upon the parties and their respective successors and permitted assigns. Owner may assign this Agreement to any Affiliate of Owner. Contractor is not authorized to and shall not directly or indirectly (through an equity sale, merger or other transaction) sell, assign or otherwise transfer the Agreement, in whole or in part, or any of the Work to be performed hereunder, without the prior written consent of Owner, which may be granted or withheld in Owner's sole discretion. Without waiving any rights and remedies Owner may have against Contractor, upon discovering that Contractor has purported to sell, assign or otherwise transfer, in whole or in part, the Agreement or any of the Work to be performed, without the Owner's prior written consent, Owner may, at its sole option and in its sole discretion, deem such action to be binding and enforceable against such assignee, successor, or transferee, or may deem such action to be null, void, and of no force or effect.

42. WAIVERS.

The waiver by any party of a breach of and/or other non-compliance with any provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach or non-compliance.

43. APPLICABLE LAW..

43.1. The Agreement and the rights and duties of the parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the State of Connecticut, without regard to its principles of conflicts of law *provided* that if the Site is located entirely outside of the State of Connecticut, then the Law of the State/Commonwealth where the Site is located (and where the Work is performed) may govern certain aspects of the enforcement of the rights and remedies of Owner (including legal process and procedure) with respect to such Work.

44. NOTICES; DEMANDS.

All notices required under the Agreement shall be in writing and shall be deemed to be given when received upon personal delivery, or if mailed, as of the date indicated on the receipt document provided by the mail carrier, if so delivered or if so mailed (a) with respect to Owner, to the individual set forth on the "Direct Inquiries" line on Owner's Order at the address set forth thereon; or (b) with respect to each of the Owner's Representative, Contractor or the Contractor's Representative, to the applicable individual set forth in the Special Terms and Conditions, at the address of such individual set forth thereon, unless otherwise indicated in the Agreement.

45. RIGHT TO AUDIT.

Owner shall have the right to inspect and audit all of Contractor's and any Subcontractor's books, records, correspondence, receipts, vouchers and memoranda relating to or affecting the Agreement. Contractor shall provide for such right to audit by Owner in all contracts with Subcontractors relating to the Work or the Agreement.

46. DOCUMENT RETENTION.

Except as set forth in Section 6.5 "INFORMATION", Article 34 "CONFIDENTIAL INFORMATION" and below in this Article 46, all Information shall remain the exclusive property of Owner, regardless of

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where it is stored. Contractor shall preserve Owner's Information in its care, custody or control for a period of six (6) years following Final Acceptance of the Work or return such Information to Owner in a form acceptable to Owner. Contractor shall not destroy any such Owner Information prior to the expiration of such six (6) year period absent Owner's prior written consent. Owner reserves the right to access such Owner Information at any time while such Information is in Contractor's possession and such Information shall be provided to Owner on a timely basis whenever requested, regardless of whether such requests are for audits, regulatory or legal proceedings such as lawsuits or arbitrations. Any Owner Information in Contractor's possession shall be disclosed to third parties only as necessary to comply with applicable laws and government orders or requests so long as Owner receives advance written notice of such disclosure and an opportunity to contest such requests. Contractor agrees to access Information in its possession only for the purposes of performing the Work and to operate or maintain its information systems and will take appropriate and Owner approved measures and precautions to protect against unauthorized access or disclosure. Contractor agrees for itself, and on behalf of any Subcontractor, to (a) access Owner Information in its, or in any Subcontractor's, possession only for the purpose of performing the Work on a Project, and (b) operate, maintain and/or take appropriate and Owner-approved measures and precautions to protect its information systems against unauthorized access or disclosure of Owner Information. Contractor shall be responsible for ensuring that Owner Information is protected from damage and/or loss while in the care, custody or control of Contractor and/or any Subcontractor, including making backups of Information and using disaster recovery best practices for any computer systems used to store Information. Owner reserves the right to audit Contractor to ensure such Information is managed in accordance with this Article 46. The foregoing obligations and restrictions regarding disclosure of Information in this Article 46 shall not apply to Contractor's Confidential Information, which shall be governed by Article 34 "CONFIDENTIAL INFORMATION" The provisions of this Article shall survive the termination of the Agreement and shall bind the parties and their successors and assigns.

47. SUPPLIER DIVERSITY AND SUBCONTRACTING PLAN.

47.1. Owner fully supports the government's policies of ensuring that Small Disadvantaged Businesses (SDB), Women-Owned Small Businesses (WOSB), Service-Disabled Veteran-Owned Small Businesses (SDVOSB), Veteran-Owned Small Businesses (VOSB) and Businesses Located in and qualified as Historically Underutilized Business Zones (HUBZone) have maximum practicable opportunity to compete for contracts and subcontracts. Owner has and will continue to commit to filing annual subcontracting plans regarding the utilization of SDB, WOSB, SDVOSB, VOSB and HUBZone as contractors and subcontractors in accordance with Federal Acquisition Regulation (FAR) 52.219.

47.2. **For all** Work awarded to Contractor as a subcontractor under Owner's government contracts pursuant to FAR 19.704, Subcontracting Plan Requirements, and FAR Clause 52.219-9, Small Business Subcontracting Plan, Contractor shall be required to submit data and/or subcontracting plans regarding Contractor's utilization and intended utilization of such SB, SDB, WOSB, SDVOSB, VOSB and HUBZone during the term of the Agreement for such work as follows:

Eversource Energy; Manager of Supplier Diversity Program; Procurement Department; P.O. Box 270; Hartford, CT 06141-0270..

Contractor may be required to submit data and/or subcontracting plans upon request. Contractor shall supply requested documentation to Owner within a reasonable time after the request is made (but in no event more than fifteen (15) days after the request) and shall comply with such plan in performing the Work to the maximum practicable effort.

47.3. The text of FAR 52.219 may be accessed electronically at the following address: https://www.acquisition.gov/far/. To the extent applicable to Work performed pursuant to a federal government Agreement, this Article 47 incorporates one or more clauses by reference, with the same force and effect as if they were given in full text.

48. PRIORITY OF DOCUMENTS.

In the event of any conflict, inconsistency or ambiguity between or among the Agreement documents,

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the order of priority shall be: as follows, except as otherwise designated in advance and in writing by Owner: (1) Owner's Order; (2) Special Terms and Conditions (if any); (3) these General Terms and Conditions; (4) Specifications; and (5) any remaining documents referred to in the Agreement documents. The provisions of change orders and other changes, amendments, deletions, additions or other alterations to Agreement documents shall have the priority of the applicable Agreement documents to which they relate. In the absence of written direction from Owner to the contrary, the more/most stringent requirement of the Information included in the Specifications shall be deemed to apply in the event of any inconsistency, conflict, or ambiguity between or among two or more requirements therein.

49. SEVERABILITY.

In the event that any provision of the Agreement is deemed invalid or unenforceable, it shall be modified to the extent necessary to make it valid and enforceable. The remaining provisions of the Agreement shall remain fully enforceable notwithstanding the unenforceability of any individual provision.

50. FINANCIALS.

Upon written request by Owner, Contractor shall furnish the Owner, the Contractor's financial statements, including the accompanying notes thereto, for the immediately preceding quarter or fiscal year, as Owner requests, throughout the term of this Agreement. Such financial statements shall be prepared and certified internally by the chief financial officer of the Contractor and shall be reviewed annually by an independent certified public accountant hired by Contractor. All such non-public financial information shall be considered Contractor's Confidential Information.

51. PERFORMANCE ASSURANCE AND/OR LIQUIDATED DAMAGES

51.1. Owner may require prior to the signing of the Agreement that Contractor provide performance assurance in favor of Owner with respect to all or any portion of the Work, in an amount and form and from an issuer satisfactory to Owner. Unless otherwise specified by Owner, any performance assurance shall remain in effect until the expiration of the warranty period for the applicable Work. In Owner's sole and exclusive discretion, Contractor shall increase the amount available to Owner on account of such then outstanding performance assurance within ten (10) days after written notice to Contractor. The Agreement compensation shall include Contractor's cost of procuring such performance assurance, but shall not include any cost for Contractor's extension of such performance assurance due to failure of Contractor to complete Work in accordance with the applicable Work schedule.

51.2. Owner reserves the right to supplement these terms and conditions with provisions regarding liquidated damages as stated or referenced in the Order.

52. NO GIFTS OR INDUCEMENTS.

Contractor warrants and represents to Owner that neither it nor its Contractor Resources have either provided or offered to provide any gifts, payments, or other inducements to any officer, employee or agent of Owner for any purpose. Contractor shall not provide or offer any gifts, payments, or other inducements to any officer, employee or agent of Owner for any purpose and shall ensure that no employee or agent of Contractor offers any such gifts, payments or inducements. Contractor also represents and warrants to Owner that it and its Contractor Resources has neither provided nor offered to provide any gifts, payments, or other inducements to any government official, employee or agent in violation of any laws or regulations, including the Foreign Corrupt Practices Act.

53. MOONLIGHTING RESTRICTION.

Contractor shall neither employ, nor knowingly permit subcontractors to employ, Owner employees to perform the Work while the employees are employed by Owner.

54. CONFLICTS OF INTEREST

Contractor shall disclose to Owner any potential conflict of interest between the Contractor and Owner, and receive written permission from Owner prior to entering into any business transactions. Examples may include: 1) Contractor who has business or non-business relationships with Owner

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employees who can make decisions impacting Contractor's business; 2) Owner employees or their family members who have an ownership interest in Contractor's business; or (3) Contractor employees or their family members who serve as an officer, director, employee, agent or consultant of Owner or any Owner Affiliate. This policy also applies to any Subcontractor of Contractor who performs Work.

55. RESERVED.

56. APPLICABLE TO EMERGENCY RESPONSE WORK.

56.1 For purposes of this Article 55, the following capitalized terms shall have the meanings set forth below:

56.1.1. "Emergency" means any emergency event expected by Owner or declared by Owner (whether or not such event is declared an emergency by any governmental authority), including stormy weather or other adverse weather conditions that are forecasted to occur or have occurred, that causes, or may cause, damage, interruption, impact or unplanned outages to all or a portion of Owner's utility system. An Emergency does not constitute an event of Force Majeure under the Agreement.

56.1.2. "Emergency Response Work" means Emergency-related Work to be provided by Contractor pursuant to each Emergency Response Work Release, as specified by Owner. Subject to the terms of this Article 55, Emergency Response Work is included within the definition of "Work".

56.1.3. "Emergency Response Work Protocols" means Owner's Emergency Response Work protocols and work standards, procedures and manuals, including Owner's Emergency Storm Restoration Safety Guideline provided to or made available to Contractor, as may be modified from time to time by Owner.

56.1.4. "Emergency Response Work Release" means each release for Emergency Response Work pursuant to an oral communication (i.e., by telephone or in person) or written (i.e., by email, fax or other documentation, in whatever form) issued and/or approved by Owner for Emergency Response Work, in each case under the Order, and in the form and on such terms determined by Owner in good faith. Contractor's commencement of Emergency Response Work awarded to it by Owner pursuant to each Release shall constitute Contractor's acceptance of all of the provisions of the applicable Release.

56.2 Contractor agrees to provide accurate and complete Information requested by Owner, including Contractor Resources, contact, and other information, in compliance with Owner's processes and procedures, for Emergency Response Work. Contractor shall provide the Information in the **Emergency Response Contractor Profile Form**, and comply with Owner procedures and processes to maintain and update such information,

56.3 In the event of an Emergency, upon Owner's request for information regarding the availability of Contactor Resources and equipment for Emergency Response Work, Contractor shall promptly respond and provide such information within two (2) hours of Owner's request and make a good faith effort to make available such Contractor Resources and equipment.

56.4 Upon Owner's issuance of an Emergency Response Work Release, Contractor shall provide qualified and trained Resources and equipment that Contractor has committed to deploy, in a timely fashion, time being of the essence. Contractor shall comply with Emergency Response Work Protocols, and if applicable, furnish Contractor Resources with Personal Protective Equipment (PPE) and tools necessary to perform the Emergency Response Work. If requested by Owner, Contractor Resources shall use any and all field technology provided by Owner in connection with Emergency Response Work, including GPS and wireless communication devices; and upon request and upon completion of the Emergency Response Work, return all Owner supplied equipment, tools, instruments and technology. Contractor shall be charged for any such Owner provided items not returned in good working condition. Except as otherwise agreed to in writing by

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Owner, compensation for Emergency Response Work shall be in accordance with the Agreement rates for Work.

57. INTERPRETATION AND CAPTIONS.

The parties acknowledge that (a) they are of equal bargaining strength and have jointly participated in the preparation of the Contract; and (b) any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of the Agreement, any portion thereof, or any amendments thereto. The captions for the Sections and Articles contained in the Agreement have been inserted for convenience only and form no part of the Agreement and shall not be deemed to affect the meaning or construction of any covenants, agreements, conditions or terms of the Agreement.

58. SURVIVAL.

All agreements, representations, warranties and covenants made by a party to the Agreement and in the certificates or other documents delivered by a party pursuant to the Agreement shall be considered to have been relied upon by the other party and shall survive Final Acceptance of the Work hereunder. All requirements, terms, conditions and provisions that by their nature are incapable of being fully performed within the period of performance hereof shall survive cancellation, termination or expiration of the Agreement, including, all of Contractor's non-disclosure obligations, warranties, and indemnities for the benefit of Owner.

59. COMPLETE AGREEMENT.

The Agreement shall constitute the complete agreement between the parties. All prior communications, whether oral or written, shall be superseded by the Agreement and shall not bind the parties. No change to the Agreement shall be binding upon the parties unless made in writing and signed by both parties.

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EVERSOURCE ENERGY RIGHT OF FIRST REFUSAL (ROFR)

Statement of Work

Abstract

Statement of Work (referred to as "SOW") is subject to and entered into pursuant to the General Terms and Conditions dated (TBD), between Eversource Energy Service Company ("EVERSOURCE") and (Contractor Company)

Daniel Majorowski – Emergency Preparedness
Debra Tobin – Source Agent

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Eversource Energy Right of First Refusal (RoFR)
Statement of Work

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Eversource Energy Right of First Refusal (RoFR)
Statement of Work

1.Right of First Refusal Statement of Work

Right of First Refusal: This agreement gives Eversource the right to enter into a storm agreement with agreed upon resource requirements during an emergency response with a (contractor) before other investor-owned utilities can. If Eversource, with this right, declines to enter into a transaction, the (contractor) is free to entertain other offers from investor-owned utilities during emergency response events.

This Right of First Refusal Statement of Work, effective the (DATE), (referred to as "SOW") is subject to and entered into pursuant to the General Terms and Conditions dated (DATE) between Eversource Energy Service Company ("EVERSOURCE") and (NAME OF CONTRACTOR) ("Contractor").

2.Agreement Name

Eversource Energy Right of First Refusal (ROFR)

3.Agreement Overview

(Contractor) will give Eversource the Right of First Refusal for up to (TBD #) Full Time Equivalent (FTE) Line workers equating to (TBD #) of crews.

- The (TBD #) crews will be on-site ready to work in the Eversource Service territory within 24 hours of Eversource activating (Contractor).
- The (TBD #) crews will be on-site ready to work in the Eversource Service territory within 48 hours of Eversource activating (Contractor).

As part of the RoFR Agreement Eversource agrees to pay (TBD#) FTE mentioned above for three days of storm Labor.

4.Definitions

Full Time Equivalent (FTE):
a unit to measure for line workers employed in a way that makes them comparable although they may work a different number of hours per week

Crew:
Acceptable crew composition is defined below:

- Overhead Crew with 1 bucket and maximum of 2 Workers, with at least 1 of the 2 workers being a qualified lineman at minimum.
- Overhead Crew with 1 Bucket, 1 Digger, & 2 -3 Workers (minimum 1 Journeyman Lineman - JL)
- Overhead Crew with 2 Buckets, and 3 Workers (minimum 2 JLs)
- Overhead Crew with 2 Buckets, 1 Digger, and 3 Workers (minimum 2JLs)

Ready to work:
Crews are rested and ready to commit labor for a full 16-hour shift wherever they are directed within the Eversource Service Territory

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Eversource Energy Right of First Refusal (RoFR)
Statement of Work

Three days of storm labor:
Three consecutive 16-hour shifts which begins based on the provided ready to work time in official hiring email, this includes travel time to provided Eversource location identified in your hiring email. When the first bucket begins to roll, that's when the start time begins. Reference service agreements for rate details.

Contractor RoFR Notification:
This documented notification to Eversource from the contractor requires the contractor to provide proof of a bona fide offer from another investor-owned utility that has requested the used of said contractors' resources in support of a restoration event. Utility must be identified with number of resources being requested within documented notification Eversource response window is then activated.

Eversource Response Window:
A 2-hour timeframe starting upon the Contractor RoFR Notification, in which Eversource must approve or reject Contractor to work under a RoFR agreement for storm event

Hiring Notification:
Documented hiring email notifying Contractor of activation that includes detailed instructions and documentation of the required RoFR storm support

Approved Contractor RoFR Point of Contact (POC):
Identified person(s) approved to submit a Contractor RoFR Notification message to Eversource that triggers the Eversource Response Window.

Eversource Resource Support Group (ERSG):
Group within Eversource that provides hiring notification to approved Contractor RoFR POC triggering the RoFR agreement to take effect and documents the start of the three days of storm labor.

ARIBA: Cloud-based procurement, spend management and supply chain system that enable Contractors to unload invoices for Eversource payment digitally. Contractor shall use ARIBA for the upload and processing of invoices.

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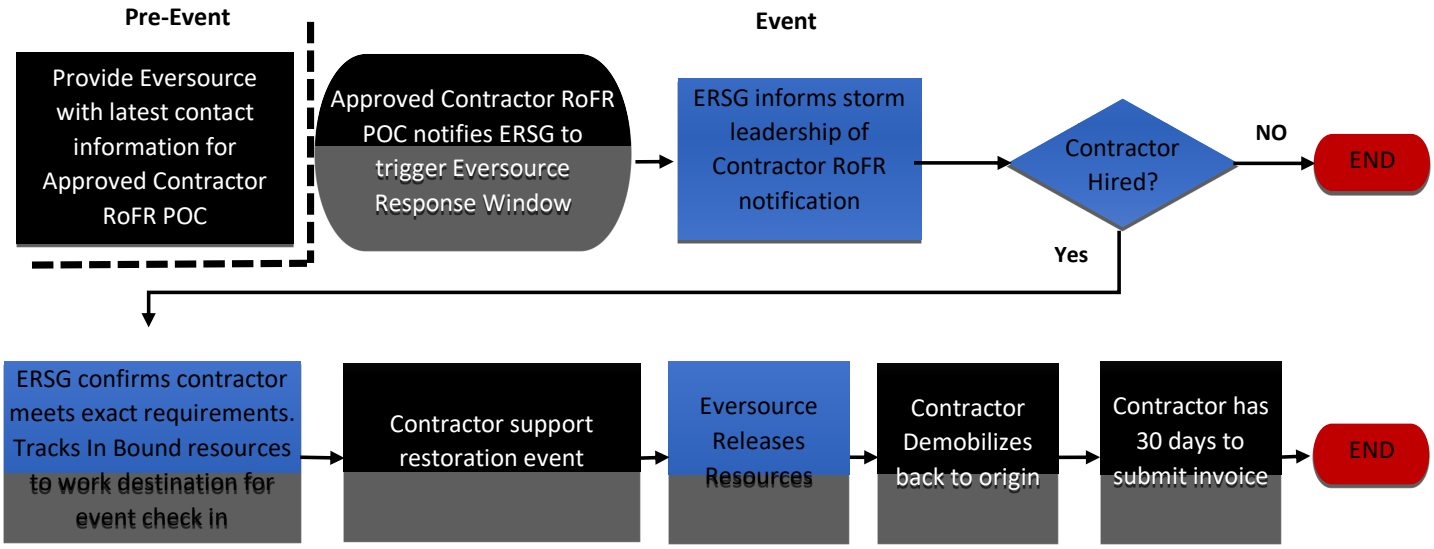
Eversource Energy Right of First Refusal (RoFR)
Statement of Work

5. Detailed Agreement Process Diagram

Contractor
Eversource



6. Agreement Responsibilities

This section articulates the roles and responsibilities of (Contractor) and EVERSOURCE throughout the Agreement as specified in this SOW.

6.1 Contractor Responsibilities

(Contractor) will be responsible for the following:

- Provide only crews and equipment asked and agreed to through confirmation email
- Providing total (TBD #) FTE Line workers
  - Within 24 hours: (TBD #) Crews
  - Within 48 hours: (TBD #) Crews
- Provide updated approved Contractor RoFR POC Information to ERSG
- Notify ERSG of changes to approved Contractor RoFR POC
- Provide Contractor RoFR Notification when your resources are being requested by other IOUs, Contractor RoFR Notification must include:
  - IOU requesting the resources
  - Number they are requesting to secure
- Confirm the receipt of hiring notification formally triggering the three days of storm labor
- Ensure Contractor company name is displayed on vehicle door through signage or temporary magnetic sign for sub-contractors.

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- File invoices using approved purchase order number provided by Eversource within 30-day post event demobilization

6.2 Eversource Responsibilities

EVERSOURCE will be responsible for the following:

- Provide Purchase Order Number for invoicing
- Make specific request for number and type of crews and equipment, I.E. Buckets, Diggers, off-road
- Approve or reject Contractor RoFR Notification within 2 hours of alert
- Provide documented detailed hiring letter upon Contractor RoFR Notification approval
- Provides start times and locations to crews
- Provide external field resource coordination representative to hired crews
- Guarantee three days of storm labor
- Provide all onboarding training and required event safety training upon storm hiring
- Provide pre-vent training as needed i.e., timesheet, roster, and software tool training as needed
- Provide exacting equipment and FTE requirements
- ERSG approves and or rejects equipment listed in roster

7. Training

- EVERSOURCE will provide incident on boarding briefings upon hiring to include roster, safety, and event specific on-board brief
- EVERSOURCE will provide training pre-event on timesheets, roster completion, invoicing, and event tools as needed

8. Communication Plan

- (Contractor) will provide approved Contractor RoFR Point of Contact as the sole contact point to submit a Contractor RoFR Notification to the Eversource Resource Support Group
- Eversource Resource Support Group will notify Eversource leadership of Contractor RoFR Notification and attain a response within 2 hours
- Eversource Resource Support Group will communicate approval or rejection of Contractor RoFR Notification
- If Hired Eversource Resource Support Group will provide Hiring Notification to (Contractor)
- (Contractor) will acknowledge hiring email and return required documentation to Eversource Resource Support Group

8.1 Agreement Governance

The primary points of contact between EVERSOURCE and (Contractor) shall be the respective Eversource Sourcing Agent and identified agreement point of contact.

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Eversource Energy Right of First Refusal (RoFR)
Statement of Work

8.2 EVERSOURCE Agreement Personnel

The Agreement shall be staffed with a core agreement team. Additional personnel shall be assigned to work under the direction of the core team as required to effectively implement the solution(s).

Role	Skill Level
Contractor Leadership	Contractor leadership/Agreement Point of Contact
Approved Contractor RoFR Point of Contact	Contractor Response Coordination

8.3 EVERSOURCE's Resources

Role	Skill Level
Eversource Resource Support Group	Crew Hiring
Procurement Sourcing Agent	Agreement Management
Procurement Leadership	Procurement /Sourcing Agent
Emergency Preparedness Leadership	Emergency Preparedness Organizational Response and Management

8.4 Change Management Process

Changes in scope will be managed by a formal change management process that will address changes in scope, schedule, and dollars. Changes in scope will be subject to written approval by Eversource and (Contractor). The Parties may mutually agree to offset the requested scope addition with a corresponding scope reduction.

Any changes that may arise in agreement will be documented using a change order

9. Term of the SOW

Three years, renewable for up to two more years exercised annually, subject to review and mutually agreeable amendments after the first Three months in each term

10. Rates

No upfront costs, with activated crews billed as agreed upon ERP rates between Eversource and (Contractor) See the following for agreed upon ERP rates between Eversource and (Contractor) for more details:

- **Cover Agreement Emergency Response Electric Utility Services and Response Commitment**

11. Out of Scope

Any change of direction not outlined in this scope of work pertaining to emergency response activation and hiring. Any additional emergency response work not listed in this SOW.

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Eversource Energy Right of First Refusal (RoFR)
Statement of Work

12. Assumptions

EVERSOURCE Energy makes the following pricing assumptions and clarifications in performing this work:

- All personnel being provided to Eversource are qualified in their role
- (Contractor) will still be willing to provide emergency response work outside of RoFR agreement if (Contractor) is not contacted by an IOU for an event, hence not trigging this RoFR agreement to take effect

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elecnor energy services

SCHEDULE A-1

Primary Services

Labor/Class	Travel/Standby Response Rate	ERW Rate for Holidays & Sundays	Travel per diem Lodging	Travel per diem Meals
General Foreman	[redacted]	[redacted]	[redacted]	[redacted]
Foreman				
Lead Lineman				
Lineman				
7th Apprentice Period				
6th Apprentice Period				
5th Apprentice Period				
Heavy Equipment Operator				
Material Man				
Eq Oper / Field Mech A				
Driver Groundman				
Field Mech. B				
Field Mech. C				
Groundman- experienced				
Groundman 1st Step				
Flagman				
Safety				
Administration				
Field Support				

The above listed Services and Equipment Rates shall have an effective date range of November 30, 2023 through November 30, 2026, with an escalation rate of three percent (3%) year-over-year.

REDACTED

elecnor energy services

Secondary Services

Labor/Class	Travel/Standby Response Rate	ERW Rate for Holidays & Sundays	Travel per diem Lodging	Travel per diem Meals
General Foreman	[redacted]	[redacted]	[redacted]	[redacted]
Foreman				
Lead Lineman				
Lineman				
7th Apprentice Period				
6th Apprentice Period				
5th Apprentice Period				
Heavy Equipment Operator				
Material Man				
Eq Oper / Field Mech A				
Driver Groundman				
Field Mech. B				
Field Mech. C				
Groundman- experienced				
Groundman 1st Step				
Flagman				
Safety				
Administration				
Field Support				

The above listed Services and Equipment Rates shall have an effective date range of November 30, 2023 through November 30, 2026, with an escalation rate of three percent (3%) year-over-year.

REDACTED

elecnor energy services

Transmission Line Rates

Labor/Class	Travel/Standby Response Rate	ERW Rate for Holidays & Sundays	Travel per diem Lodging	Travel per diem Meals
General Foreman	[redacted]	[redacted]	[redacted]	[redacted]
Foreman				
Lead Lineman				
Lineman				
7th Apprentice Period				
6th Apprentice Period				
5th Apprentice Period				
Heavy Equipment Operator				
Material Man				
Eq Oper / Field Mech A				
Driver Groundman				
Field Mech. B				
Field Mech. C				
Groundman- experienced				
Groundman 1st Step				
Flagman				
Safety				
Administration				
Field Support				

The above listed Services and Equipment Rates shall have an effective date range of November 30, 2023 through November 30, 2026, with an escalation rate of three percent (3%) year-over-year.

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Equipment Rates

EQUIPMENT	Rate	Travel Time Rate
1/2 ton pick-up truck 2x4	[redacted]	[redacted]
1/2 ton pick-up truck 4x4		
10 Ton Trailer		
3/4 Ton Pick-up Truck- 4 wheel drive		
9 Ton 3x1 Trailer		
Air Compressor		
Air Compressor with Tools		
ATV with pull behind trailer		
Boom Truck		
Bucket-Squirt Boom		
Bucket Truck- 55 ML		
Bucket Truck- 55 MH		
Bucket Truck- 65 ft		
Bulldozer-Small		
Compressor 850 CFM		
Digger(Corner Mounted)		
Digger Derrick		
Dump Truck		
Flatbed Truck		
Lift Gate Material Truck		
Material Trailer		
Pole Trailer		
Rack Truck-Large		
Rock Drill with truck		
Single Arbor Trailer		
Utility Truck- 1 Ton		
Wire Puller Tensioner		
Wire Trailer		
Mechanic Truck		
Backyard Machine		

The above listed Services and Equipment Rates shall have an effective date range of November 30, 2023 through November 30, 2026, with an escalation rate of three percent (3%) year-over-year.

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Contractor : Elecnor Energy Services
Client: Eversource
Valid year: 2025

*Resource Type	*Utility Co Classification	Travel / Stanby Response rate	ERW Rate for Holidays & Sundays	Travel per diem Lodging	Travel per diem Meals (max 3)
Labor	5th Step Apprentice	[redacted]			
Labor	6th Step Apprentice				
Labor	7th Step Apprentice				
Labor	Administration				
Labor	Driver Groundman				
Labor	Equipment Operator				
Labor	Field Mechanic A				
Labor	Field Mechanic B				
Labor	Field Mechanic C				
Labor	Field Support				
Labor	Flagman				
Labor	Foreman				
Labor	General Foreman				
Labor	Groundman				
Labor	Groundman - 1st Step				
Labor	Heavy Equipment Operator				
Labor	Lead Lineman				
Labor	Lineman				
Labor	Material Man				
Labor	Safety Specialist				

*Resource Type	*Utility Co Classification	Rate	Travel Time Rate
Equipment	1/2 ton pick-up truck 2 x 4	[redacted]	
Equipment	1/2 ton pick-up truck 4 x 4		
Equipment	10 Ton Trailer		
Equipment	3/4 Ton Pick-up Truck - 4 wheel drive		
Equipment	9 Ton 3x1 Trailer		
Equipment	Air Compressor		
Equipment	Air Compressor with Tools		
Equipment	ATV with pull behind trailer		
Equipment	Backyard Machine		
Equipment	Boom Truck		
Equipment	Bucket - Squirt Boom		
Equipment	Bucket Truck - 55 ML		
Equipment	Bucket Truck - 55MH		
Equipment	Bucket Truck - 65 ft		
Equipment	Bulldozer - Small		
Equipment	Compressor 850 CFM		
Equipment	Digger (Corner Mounted)		
Equipment	Digger Derrick		
Equipment	Dump Truck		
Equipment	Flatbed Truck		
Equipment	Lift Gate Material Truck		
Equipment	Material Trailer		
Equipment	Mechanic Truck		
Equipment	Pole Trailer		
Equipment	Rack Truck - Large		
Equipment	Rock Drill with truck		
Equipment	Single Arbor Trailer		
Equipment	Utility Truck - 1 Ton		
Equipment	Wire Puller Tensioner		
Equipment	Wire Trailer		

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COVER AGREEMENT
EVERSOURCE ENERGY SERVICE COMPANY
AND
GRATTAN LINE CONSTRUCTION CORP
FOR
EMERGENCY RESPONSE ELECTRIC UTILITY SERVICES AND RESOURCE COMMITMENT

This Cover Agreement for Emergency Response Electric Utility Services and Resource Commitment ("Agreement") dated as of July 15, **2022** (the "Effective Date"), combined with all other Agreement Documents identified below, constitutes the complete agreement (the "Agreement") between EVERSOURCE ENERGY SERVICE COMPANY, as agent for its affiliates ordering Emergency Response Work from Contractor ("Owner"), and **GRATTAN LINE CONSTRUCTION CORP** ("Contractor"), a corporation **[type of business entity]** with offices at 35 Sullivan Rd North Billerica MA 01862, for Contractor's performance of Emergency Response Work (as defined below).

THE AGREEMENT INCLUDES THIS COVER AGREEMENT AND THE DOCUMENTS LISTED BELOW, WHICH ARE ATTACHED HERETO AND MADE A PART HEREOF, AND ALL OTHER DOCUMENTS REFERENCED IN SUCH DOCUMENTS.

- **Purchase Order/Contract (Excluding Terms and Conditions Printed on Reverse Side)**
- **Exhibit A: Emergency Response Work Pricing Schedule**
  - **Schedule A: Standby/Travel Rate Schedules (added to COC MSA Rate Schedules) for:**
    - **Primary Services**
    - **Secondary Services**
    - **Transmission Services**
    - **Equipment**
- **Exhibit B: Contractor of Choice Master Services Agreement ("COC MSA") between the Parties dated 06/01/2021 and Rate Schedule (incorporated by reference)**
- **Exhibit C: Emergency Response Contractor Profile Form**
- **Appendix A: Eversource – External Crew Roster**

I. DEFINED TERMS; INTERPRETATION

Capitalized terms used in the Agreement have the meaning given in the applicable document forming a part of the Agreement, including the Pricing Schedule, as well as the COC MSA. For purposes of the Agreement, the definition of Equipment shall include all equipment and mobile equipment, including automobiles, trucks, vans, tractors, trailers, carts, flatbeds, and any other type of rolling stock provided by Contractor for use in the performance of Emergency Response Work. The terms "include(s)," "included" and "including," as well as any variations thereof, are used without limitation.

For purposes of this Agreement (consistent with COC MSA), the following capitalized terms shall have the meanings set forth below:

"Emergency" means any emergency event expected by Owner or declared by Owner (whether or not such event is declared an emergency by any governmental authority), including stormy weather or other adverse weather conditions that are forecasted to occur or have occurred, that causes, or may cause, damage, interruption, impact or unplanned outages to all or a portion of Owner's affiliates' utility systems. An Emergency does not constitute an event of Force Majeure under the Agreement.

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"Emergency Response Work" means Emergency-related Work to be provided by Contractor pursuant to each Emergency Response Work Release, as specified by Owner. Emergency Response Work is included within the definition of "Work".
"Emergency Response Work Protocols" means Owner's Emergency Response Work protocols and work standards, procedures and manuals, including Owner's Emergency Storm Restoration Safety Guideline provided to or made available to Contractor, as may be modified from time to time by Owner.

"Emergency Response Work Release" means each release for Emergency Response Work pursuant to an oral communication (i.e., by telephone or in person) or written (i.e., by email, fax or other documentation, in whatever form) issued and/or approved by Owner for Emergency Response Work, in each case under the Order, and in the form and on such terms determined by Owner in good faith. Contractor's commencement of Emergency Response Work awarded to it by Owner pursuant to each Release shall constitute Contractor's acceptance of all of the provisions of the applicable Release.

II. PRIORITY OF DOCUMENTS

Notwithstanding anything to the contrary set forth in the Agreement, if the provisions of this Cover Agreement are inconsistent with or conflict with the provisions of the COC MSA, the terms of this Cover Agreement shall control. If the COC MSA apply to this Agreement, Article 48 of the COC MSA is amended to provide that this Cover Agreement shall have second priority among the Contract documents, behind the Purchase Order (and any Emergency Response Work Releases thereunder) but greater priority than the Special Terms and Conditions (if any) and the other Contract documents. This Cover Agreement replaces the Right of First Refusal Retainer Agreement previously executed between Contractor and Eversource dated _____ which is hereby terminated.

III. TERM OF THE CONTRACT

The Contract shall be in effect for the periods specified in Purchase Order/ Contract, and shall be automatically renewed for successive one (1) year periods unless Owner notifies Contractor, in writing, at least sixty (60) calendar days before the end of the initial term or the end of any one (1) year renewal term, as the case may be, that Owner elects not to renew the Contract. Upon Owner's delivery of such non-renewal notice to Contractor, this Contract shall terminate at the end of the applicable term.

IV. SCOPE OF EMERGENCY RESPONSE WORK

Contractor shall perform and complete Emergency Response Work in accordance with the Agreement, including Owner's Emergency Response Work Protocols. Owner may require Contractor to perform Emergency Response Work in all or any part of Owner's service territories. Contractor's commencement of Emergency Response Work awarded to it by Owner pursuant to each Emergency Response Work Release shall constitute Contractor's acceptance of all of the provisions of the applicable Emergency Response Work Release. Contractor shall be solely responsible for all means, methods, techniques and procedures for Emergency Response Work.

V. CONTRACTOR RESOURCE COMMITMENTS AND EQUIPMENT INFORMATION; RESPONSE TIME

1. Contractor shall provide Owner with emergency contact information and other information requested by Owner from time to time and, simultaneously with execution of this Cover Agreement, shall complete the Emergency Response Contractor Profile Form attached hereto as Exhibit C ("Contractor Profile"). Contractor shall keep the information in the Contractor Profile current and promptly notify Owner of any changes to the Contractor Profile in writing or using automated processes that Owner may make available from time to time.

2. Contractor hereby provides Owner with a commitment and right of first refusal for crews/FTE's/Equipment (*including Equipment and support, as requested*) as follows:

REDACTED

i. *Crews/FTEs :___50 crews/ 100 FTEs_____*
ii. *Equipment: ____50 Bucket Trucks_____*

3. The foregoing shall be called the Resource Commitment ("Commitment"). In advance of or during emergency or storm events or forecasts of hazardous weather, if Owner desires a Commitment, Owner will contact Contractor as soon as reasonably practicable and notify Contractor if Owner is activating this Agreement and the number of crews/equipment Owner needs, so that Contractor may deploy any resources that are committed to Owner that Owner requests. Owner agrees to pay the standby/travel rates set forth in the attached Rate Schedule until such crews/equipment are deployed and performing Work on Owner's facilities, ~~after which the rate schedule set forth in the applicable COC MSA shall apply~~.

4. For any particular emergency or storm event, if Contractor receives a firm offer of work from another utility(s) that could impact the Commitment, Contractor will promptly contact the Owner's designated representative and advise Owner of the potential impact to the Commitment. Owner will have __1__ hours from notification to do one of the following:
   i. activate the crews/equipment reserved under the Commitment; or
   ii. release Contractor from the # of crews/equipment in the Commitment obligation impacted by the other customer's firm offer; or
   iii. work with Contractor to revise the Commitment for the particular event to a mutually agreeable smaller crew/equipment commitment number solely for the particular event at issue and release the remaining available crews to work for the other customer.

5. In the event that Owner does not exercise its rights to the Commitment under this Agreement and releases Contractor from all or a portion of the Commitment obligation impacted by the customer's firm offer and Contractor deploys such resources to provide Services to such other customer(s), upon completion of those Services for the other customer (and its affiliates, if applicable and requested by customer), the Commitment will apply to those resources when released by the other customer.

6. Upon Owner's request for crews under this Agreement, the Contractor will deploy the crews/equipment requested in accordance with Owner's schedule and provide the necessary paperwork to DHS (if applicable) with border crossing(s) approvals if applicable, as follows:

   i. The deployment phase shall include (#__30___) of crews deployed to Owner's designated staging location within ~~12~~ 24 hours of Owner's request for deployment.
   ii. Any remaining balance of crews will arrive in Owner's designated staging location within service territory within ~~24~~ 48 hours of Owner's request.

7. Within two ~~(2)~~ (4) hours after Owner's request for Contractor Crews and Equipment and information, Contractor will provide Owner with the requested information and coordinate with Owner for the deployment schedule for the Owner requested Contractor Crews and Equipment for Emergency Response Work. In addition to the Crews and Equipment subject to the Commitment, Contractor will also advise Owner any of any other available and qualified Contractor crews/equipment and if requested by Owner, provide such Contractor Crews and Equipment to Owner for Emergency Response Work.

8. If, prior to Owner's award of such Emergency Response Work to Contractor, the availability of Contractor Crews or Equipment changes, Contractor shall immediately notify Owner.

9. Contractor shall immediately confirm to Owner the amount of Contractor Crews and Equipment committed to such Emergency Response Work and provide the following information regarding the Contractor Crews and Equipment being mobilized:

REDACTED

i. The number of persons available and the name, qualifications, job classification, local union affiliation and gender of each such person;
ii. The type and quantity of Equipment to be provided by Contractor;
iii. Crew information (number of crews, persons per crew, and type of Equipment assigned to each crew) Eversource – External Crew Roster (Appendix A) must be completed;
iv. The name and contact information for the on-site supervisor;
v. The name and contact information for the foreman of each work crew;
vi. The response time for mobilization of the Contractor Crews and Equipment to the Site or Owner-designated onboarding location; and
vii. Expeditiously mobilize the committed Contractor Crews and Equipment to the Site **or onboarding location designated by Owner** in accordance with the mobilization schedule specified by Owner. Contractor must notify Owner immediately if there will be any delay in deploying the requested Contractor Crews and Equipment, and in such event notify Owner in writing as to when such resources will be available and can be on Site for such Emergency Response Work;
viii. Provide at least one (1) supervisor for Contractor Crews, in addition to a foreman for each work crew; and unless defined differently in the Contract, crew will be regarded, for overhead distribution and primary, as one (1) bucket truck and two (2) qualified employees.
ix. Provide at least one English speaking crew member per crew who can translate for non-English speaking crew members.

10. In addition to complying with all other applicable provisions of the Contract, Contractor Crews performing Emergency Response Work shall:

    i. Be qualified and fit for duty (including no use of alcohol or illegal drugs, and no use of legal drugs that could adversely impact job performance).

    ii. Comply with all of Owner's Emergency Response Work Protocols; and

    iii. Not include Subcontractors or other third parties who are not employees of Contractor.

11. The Commitment means the Contractor agrees to provide the number of resources requested by Owner within the Commitment as prescribed in this Agreement to Owner for Emergency Restoration services for the length of the Emergency Restoration Event. Crews offered at Inquiry will remain available to Owner until released by Owner at the Contractor's request. In every instance Owner will determine the length of the Emergency Restoration Event.

12. The Owner retains ownership and salvage rights to all material. Return wire is to be cut up and placed in designated storage containers. Material deemed by the Owner representative as unsalvageable is to be disposed of by Contractor, at the Owner designated container.

13. Energized Conductors-The conductors involved in this contract may be energized at voltages up to 34.5kV, or higher if the Work issued involves transmission lines.

14. Terms of Engagement: All resources will remain on property until they are formally released by Owner's Management.

15. Inventory and Obtaining materials -The Contractor will sign for all material received. There will be a closing inventory when the job is completed. At no time will Contractor take any materials not authorized by the Owner representative. Contractor will be escorted to the stock area by a Owner representative.

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VI. MEALS AND LODGING

Unless otherwise agreed in advance and in writing by Owner and Contractor, Owner will provide meals, lodging and all necessary supplies and materials for the performance of Emergency Response Work (but not tools or safety equipment or clothing) for Contractor Crews performing Emergency Response Work while they are at the Site or Owner-designated onboarding site. If it is more efficient for Contractor Crews to obtain meals that are not Owner-provided, Owner shall, if Owner or the Owner's Representative has preapproved such alternative arrangement in writing, reimburse Contractor with no markup for the reasonable cost of such meals, provided that Contractor submits itemized and signed receipts covering such expenses. No additional mark ups are allowed.

If Owner assigns lodging for Contractor's crews and any of the Contractor crews decline to stay at their assigned lodging, then any alternative lodging procured by the Contractor for such crews will be at Contractor's own expense and will not be reimbursed. Any travel time for Contractor crews to get to such alternative lodging provided by Contractor shall not be billed to Owner and will not be reimbursed.

If Owner does not provide meals and lodging, Contractor shall be compensated for meals and lodging in accordance with the applicable per diem rates set forth in the Pricing Schedule during the periods that Contractor is compensated for Contractor Crews and Equipment at the applicable Travel Time Rates set forth in the attached Pricing Schedule.

VII. EQUIPMENT AND VEHICLES

Unless otherwise agreed to in advance and in writing by Owner and Contractor, all Contractor Crews will arrive at the Site or Owner-designated onboarding site fully equipped with all tools and equipment necessary and appropriate to properly, safely and diligently perform Emergency Response Work, including all Personal Protective Equipment (PPE) and all items that are required by OSHA, federal, state or Owner safety and health regulations, including enclosed space and/or confined space entry equipment, traffic control devices, and public safety protection.

Contractor Crews mobilized for Emergency Response Work shall use any and all field technology provided by Owner in connection with such work, including GPS and wireless communications equipment. Any tools or equipment provided by Owner to Contractor Crews, including any field technology (e.g. GPS, wireless communications equipment), shall be returned to Owner upon the completion of the Emergency Response Work or otherwise as directed by Owner. Contractor will be charged for any tools or equipment not returned to Owner and/or not in good working condition.

All vehicular Equipment provided by Contractor and used by Contractor Crews shall be fully equipped and comply with all applicable state and federal laws and regulations as well as applicable safety standards, including, to the extent applicable, ANSI 92.2 2009, requiring testing of vehicles with insulated vehicle-mounted elevating and rotating aerial devices. Commercial vehicles used for Emergency Response Work must be maintained in compliance with the Federal Motor Carrier Safety Regulations (FMCSR).

Contractor Crews driving commercial vehicles must be duly trained, licensed and qualified in compliance with all applicable laws and regulations, including FMCSR.

VIII. SCHEDULE

Contractor recognizes the critical nature of Emergency Response Work and the importance to Owner of Contractor's prompt response and diligent and timely completion of all Emergency Response Work, and accordingly, time is of the essence for Contractor's response to Owner's request for information, Contractor Crews and Equipment mobilization, Contractor performance of Emergency Response Work and meeting all of Contractor's obligations under the applicable provisions of the Contract. Emergency Response Work shall begin as specified in each Emergency

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Response Work Release, and shall end, when the Owner has released the Contractor from restoration work by the Owner's Representative. Contractor will return all material to the appropriate service center and provide completed signed time sheets.

Emergency Response Work shall be subject to any government agency mandated rest time.

IX. INVOICING AND PRICING TERMS

Contractor shall record its labor time and Equipment usage time on a daily basis using only the required timesheet form- the ERP Owner Contractor Storm Daily Time Sheet and Work Log (UNK-5008) and provide daily timesheets to the Owner's Representative for signature. Contractor shall invoice Owner upon completion of Emergency Response Work, unless such Emergency Response Work assignment extends beyond two (2) weeks, in which case Contractor may invoice Owner every two (2) weeks. Each invoice for Emergency Response Work submitted by Contractor shall be accompanied by the completed and Owner signed required time sheets and receipts for authorized expense reimbursement items for the applicable period that have been approved in writing by the Owner's Representative. Contractor shall comply with any and all reasonable requests made by Owner to expedite the invoicing process for Emergency Response Work, including the electronic submission of the completed ERP Owner Contractor Storm Daily Time Sheet and Work Log (UNK-5008) timesheets and expense receipts. Notwithstanding any conflicting provisions of the COC MSA, Owner shall process and pay each correct invoice for Emergency Response Work or provide written objections to all or any portion of each disputed invoice for Emergency Response Work within sixty (60) days after receipt by Owner. Likewise, with respect to Emergency Response Work, if Owner disputes a portion of an invoice submitted by Contractor, at Owner's request Contractor shall submit a revised invoice with current date for the undisputed amount and Owner shall pay such undisputed portion within sixty (60) days after receipt thereof.

For work performed with non-union labor, the Contractor agrees that such Work will be billed at non-union labor rates. If any work involves classifications not specifically set forth in the Pricing Schedule or requires any adjustments, such rates shall be submitted to Owner for approval prior to the start of work. The Contractor shall provide revised labor billing rate schedule for all labor classifications.

All Emergency Response Work shall be invoiced at the rates set forth in the Pricing Schedule. Contractor must use ERP Owner Contractor Storm Daily Time Sheet and Work Log (UNK-5008) to track time and submit completed forms in order to receive payment.

X. OWNER'S EMERGENCY RESPONSE WORK PROTOCOLS

Contractor and all Contractor Crews shall comply with all Emergency Response Work Protocols in effect at the time Contractor Crews perform Emergency Response Work, which may be found at www.eversource.com Eversource safety documentation will be provided during the on-boarding process.

XI. EXECUTION

This Cover Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Facsimile and portable document format (PDF) copies of signatures shall constitute original signatures.

[

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SIGNATURE PAGE TO THE COVER AGREEMENT between EVERSOURCE ENERGY SERVICE COMPANY and GRATTAN LINE CONSTRUCTION CORP for EMERGENCY RESPONSE ELECTRIC UTILITY SERVICES and RESOURCE COMMITMENT

IN WITNESS WHEREOF, the Parties hereby agree the terms and conditions described in the Cover Agreement are executed as of the Effective Date.

The Parties agree that the counterpart, facsimile or electronically reproduced signatures of the Parties are intended to authenticate this writing, and to have the same force and effect as manual signatures.

GRATTAN LINE CONSTRUCTION CORP	Eversource Energy Service Company
(CONTRACTOR)	(OWNER)
NAME Scott Rubeski	NAME [redacted]
PRINTED NAME SCOTT RUBESKI	PRINTED NAME
TITLE VICE PRESIDENT	TITLE Procurement Manager
DATE JULY 15, 2022	DATE 11/28/22

REDACTED

EXHIBIT A
PRICING SCHEDULE

Unless otherwise agreed to in writing by Owner, all Emergency Response Work shall be performed on a time and equipment price basis (such rates, the "Emergency Response Work Rates").

1 For purposes of this Pricing Schedule, the following capitalized terms shall have the following definitions:

"District of Service Center "refers to a Owner location where Owner and Contractors staff work to support maintenance and restoration activities.

"Receiving Center" refers to the initial reporting location for registration and safety briefings.

"Staging Areas" temporary designated locations established throughout Owner service territory which may be used to issue materials, meals, equipment parking/storage, wet fueling, lodging, safety briefings and work assignments as needed.

"Emergency Response Rates for Equipment" are the agreed rates payable for Equipment from the commencement of applicable Emergency Response Work through the termination of such Emergency Response Work, excluding when the Contractor Crews are on rest time prior to the termination of such Emergency Response Work. Equipment Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for the term of this Agreement. If Owner provides any fuel to Contractor, Contractor shall reimburse Owner for such fuel costs and at Owner's option, Owner may either invoice Contractor for such fuel costs or the cost of such fuel may be deducted from Contractor's invoice amount for Emergency Response Work.

"Standby Rates apply to labor resources ~~only~~ and equipment"

"Emergency Response Working Rates for Labor" are the agreed labor rates set forth in the RoFR ~~COC MSA~~ Agreement payable from the commencement of applicable Emergency Response Work through the termination of such Emergency Response Work, excluding rest time during that Emergency Response Work. Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.

"Standby Retainer Fee" is the amount paid to Contractor each calendar day they are asked and agree to go on to Standby. Once the Contractor agrees to go on to Standby, the entire Standby Retainer Fee, originally agreed to, will be paid regardless of whether or not Contractor Crews are requested to mobilize that day. The Standby Retainer Fee is equal to 8 hours straight time for every 24 hour period on standby at the Emergency Response Rates for Labor for each Contractor Labor Resource who is listed on the Standby Roster for that Standby Request. Owner will not pay the Standby Retainer Fee for any Labor Resource listed on the Standby Roster of an event who is not provided by the Contractor for that event. Owner also will not pay the Standby Retainer Fee for any Labor Resource listed on the Standby Roster of an event who is not requested by the Owner. The Standby Roster must be provided to the Owner prior to the start of the Standby Request. The Standby Retainer Fee will not include the cost associated with any Contractor Equipment. Once the contractor is activated to mobilize the mobilization rates will apply and the Standby retainer Fee will not be in effect.

"Travel Time Rates for Equipment" are the rates in the attached Schedules payable for all Equipment for the period when Contractor Crews associated with such Equipment are being compensated at the Travel Time Rates for Labor, and includes all transit costs associated with the delivery of such Equipment for the performance of Emergency Response Work, and return to the location from which the Equipment was deployed.

REDACTED

"Travel/Standby Response Rate" are the rates **in the attached Schedules** applicable for travel time expended by Contractor Crews located outside of Owner's service territory in which Emergency Response Work is to be performed, calculated based upon the following:

Reasonable time necessary to travel the distance from the Contractor Crews deployment location to the Site or onboarding site designated by Owner, as applicable; and

Reasonable time necessary to travel the distance from the Emergency Response Work completion location to the deployment origin of Contractor Crews.

2 Subject to the provisions of Section 4 (Rate Changes) of this Pricing Schedule, Contractor shall be compensated for Emergency Response Work performed in compliance with the Contract in accordance with the Contractor Billing Rates attached hereto as Schedule A.

3 Reimbursable Expenses: Unless otherwise agreed to in writing by Owner, all of Contractor's reimbursable expenses that are accounted for during mobilization and demobilization are at Travel per diem rates and Equipment rates as set forth per schedule A. Tolls with appropriate back up receipts will be paid as a pass thru. Contractors are not allowed to add markup for any expenses. In no event shall Owner reimburse Contractor for any expenses relating to tobacco products, alcohol, laundry, personal hygiene products or other non-Emergency Response Work-related personal expenses.

4 Rate Changes: The Contractor Billing Rates set forth in Schedule A shall be in effect for a minimum period of one year and shall not be subject to change until after the end date of the effective billing rates, as set forth in the applicable Pricing Schedule A attached hereto and as the same may be amended from time to time by mutual written agreement of the parties ("Effective Rate End Date"). If and when Contractor proposes to modify its then-applicable billing rates for the period subsequent to the Effective Rate End Date, Contractor shall provide Owner with proposed updated rates to be used for the period set forth in such proposal (which may not be for duration of less than one year). Such proposed revised billing rates shall be added to and incorporated into the Contract only upon written approval by Owner. Any dispute regarding proposed rate adjustments will be resolved in accordance with the dispute resolution process set forth in the COC MSA. In the event that Contractor does not make adjustments to its rates applicable to Emergency Response Work after the applicable Effective Rate End Date, then the last Emergency Response Work Rates on file with Owner shall be used by Owner to compensate Contractor for Emergency Response Work performed after such Effective Rate End Date. No changes to the billing rates for Emergency Response Work shall be effective unless and until approved by Owner in writing.

5 Travel/Mobilization:
Travel/Mobilization shall be defined as the time Contractor crews leave the Contractor's point of origin (staging area) and arrive at the Owner's designated location, including processing at Owner receiving center if required.

Mobilization
When crews Travel to a restoration event and are requested to stand-by at the contractor's base or hotel, travel hours are paid the Travel /Standby Time Rate as outlined for the job classification in Schedule A.

Mobilization to an activated restoration event with the execution of immediate work being conducted will be paid at the Emergency Response Working Rate in Schedule A. Equipment rate applies.

REDACTED

Travel/Mobilization includes time for refueling, bathroom and food breaks and tolls. The Contractor shall submit estimated time of arrival at Owner using the Owner – External Crew Roster (Appendix A). Billing hours shall not exceed 10% of the original estimated time submitted to the Owner without an updated Owner – External Crew Roster. Any adjustments to original estimates shall require phone and written approval by the authorized agent of the Owner, and a revised Owner – External Crew Roster will be required. Estimates will be approved by Owner.

Time is of the essence; however Contractor is responsible for crew safety. Contractor shall notify Owner if they are unable to meet the estimated arrival time, for what reason, and if a new arrival time can be accepted.

Demobilization:
An official release will be issued by the Owner, exclusively. Demobilization includes notification of release by authorized Owner agent, debriefing by Owner field representative, unloading of materials and return to Contractor point of origin or release to other utility if requested. Prior to the authorized Owner representative formally releasing the Contractor, the Contractor will provide an estimate of Demobilization to the Owner Resource Management Representative.

Travel Rates will apply after demobilization.

REDACTED

SECONDARY SERVICES

SCHEDULE A =- Contractor Billing Rates - Labor				
EFFECTIVE DATE RANGE – Start:		End:		
Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement. See the COC MSA for Rates not covered below.	**Travel/Standby Response Rate**	**Emergency Response Working Rate (includes Holidays & Sundays)**	**Travel per diem Lodging**	**Travel per diem Meals**
EFFECTIVE DATE RANGE			[redacted]	
START: **END:**				
Lead Lineman				
Lineman				
7th Step Apprentice				
6th Step Apprentice				
5th Step Apprentice				
4th Step Apprentice				
3rd Step Apprentice				
2nd Step Apprentice				
1st Step Apprentice				
Heavy Equipment Operator				
Material Man				
Eq Oper/Field Mech A				
Driver Groundman				
Field Mechanic B				
Field Mechanic C				
Groundman - experienced				
Groundman - 1st Step				
Flagman				
Safety				
Administration				

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PRIMARY SERVICES

SCHEDULE A =- GRATTAN LINE Contractor Billing Rates - Labor

Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement. See the COC MSA for Rates not covered below.

EFFECTIVE DATE RANGE

START: 07/15/2022 **END:** 08/28/2023

Title		Travel/Standby Response Rate	Emergency Response Working Rate (includes Holidays & Sundays)	Travel per diem Lodging	Travel per diem Meals
General Foreman		[redacted]			
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					
Mechanic					

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TRANSMISSION LINE RATES

SCHEDULE A =- Contractor Billing Rates - Labor					
Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement. See the COC MSA for Rates not covered below.					
EFFECTIVE DATE RANGE					
START:		**END:**			
Title		**Travel/Standby Response Rate**	**Emergency Response Working Rate (includes Holidays & Sundays)**	**Travel per diem Lodging**	**Travel per diem Meals**
General Foreman				[redacted]	
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					

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EQUIPMENT RATES

SCHEDULE A – GRATTAN LINE Contractor Billing Rates - Equipment		
Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for Equipment deployed upon Owner's request for the term of this Agreement. See the COC MSA for Rates not covered below		
EFFECTIVE DATE RANGE		
START: 07/15/2022	**END: 08/28/2023**	
Equipment	~~Travel~~ **Rate**	
1/2 ton pick-up truck 2 x 4	[redacted]	
1/2 ton pick-up truck 4 x 4		
10 Ton Trailer		
3/4 Ton Pick-up Truck - 4 wheel drive		
9 Ton 3x1 Trailer		
Air Compressor		
Air Compressor with Tools		
ATV with pull behind trailer		
Boom Truck		
Bucket - Squirt Boom		
Bucket Truck - 55 ML		
Bucket Truck - 55MH		
Bucket Truck - 65 ft		
Bulldozer - Small		
Compressor 850 CFM		
Digger (Corner Mounted)		
Digger Derrick		
Dump Truck		
Flatbed Truck		
Lift Gate Material Truck		
Material Trailer		
Pole Trailer		
Rack Truck - Large		
Rock Drill with truck		
Single Arbor Trailer		
Utility Truck - 1 Ton		
Wire Puller Tensioner		
Wire Trailer		
Service Truck		
Backyard Machine		

REDACTED

EXHIBIT C
Owner Emergency Response Work - Contractor Profile Input Form

Section	Data Field	Contractor Information	
Contractor Information	Contracting Area	NEW ENGLAND	
	Service Provided	OH DISTRIBUTION LINE CONSTRUCTION	
	Contractor Name	GRATTAN LINE CONSTRUCTION CORP	
	Contractor Address 1	35 SULLIVAN RD	
	Contractor Address 2		
	Contractor City	NORTH BILLERICA	
	Contractor State	MA	
	Contractor Zip	01862	
Primary Contact Information	Last Name	RUBESKI	
	First Name	SCOTT	
	Title	VICE PRESIDENT	
	Office Phone	978-663-7723	
	Mobile Phone	978-804-6010	
	Alternative Phone		
	Fax	978-663-5359	
	Email	SRUBESKI@GRATTANLINE.COM	
Secondary Contact Information	Last Name	RUBESKI	
	First Name	CHUCK	
	Title	OWNER	
	Office Phone	978-663-7723	
	Mobile Phone	508-328-1512	
	Alternative Phone		
	Fax	978-663-5359	
	Email	CRUBESKI@GRATTANLINE.COM	
Billing Contact Information	Last Name	RUBESKI	PAPPALARDO
	First Name	GAYLE	BECKY
	Title	OWNER	ACCOUNTING MGR
	Office Phone	978-663-7723	978-663-7723
	Mobile Phone	978-804-1902	781-956-4114
	Alternative Phone		
	Fax	978-663-5359	978-663-5359
	Email	GRUBESKI@GRATTANLINE.COM BECKYP@GRATTANLINE.COM	
Resource Information	Deployment Location	Various deployment areas	
	Labor - Total head count	100 FTE	
	Equipment - General description and quantity of equipment available (include fuel type requirements: gas, diesel, etc)	Buckets 45'-60' Diesel, Digger Derricks w/ pole trailers - Diesel, various support vehicles & trailers	
	Crew size - number of persons & equipment per crew	2 men on buckets, 1-2 men on digger derricks	
	How are crews managed?	Company Supervisor, General Foreman, Foreman	
	Are you available 24x7?	YES	
	If no, please specify hours of operation.		
	Comments		

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RFP Number	Doc3544959504
RFP Name	Eversource Right of First Refusal and Emergency Response Cover Agreement COC
Bidder Name	GRATTAN LINE CONSTRUCTION CORP

Commercial Clarifications / Exceptions Summary

Number	Date	Clarification/Exception* Description	Impacted Document	Impacted Document Section	Tracked Document Provided (Y*/N)	Reason for Clarification / Exception	Notes
1	07/13/22	All hours billed under the ROFR Agreement will be charged at the rates submitted in Exhibit A Pricing Schedule and not the COC MSA rates.	Cover Agreement - Exhibit A Pricing Schedule	Section V, Item 3 - Exhibit A "Emergency Response Working Rates for Labor"			
2	07/13/22	Equipment rates will be charged for: mobilization, travel/stand-by, working, and demob.	Cover Agreement - Exhibit A Pricing Schedule	"Standby Rates apply to labor resources only"			
3	07/13/22	Estimated ROFR crew counts will not apply to nonROFR events.					
4	07/13/22	Mobilization / Driving time will be paid at the working rate per the collective bargainning agreement.					
5	07/13/22	If demobilization occurs after working, these hours will be charged at the working rate. If demobilization occurs after rest, these hours will be charged at the travel/standby rate. (Per the collective bargaining agreement).					
6	07/13/22	Rates submitted in exhibit A schedule / ROFR agreement will be utilized for all three Eversource territories.					
7	07/15/22	A 1 (one) hour window response window will be in effect.					

For bidding purposes only

*Exceptions change commercial documents which require a tracked document.

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Company Settings ▾ Gayle Rubeski Help ▾ Messages »

< Go back to Eversource Energy Service Co. Dashboard

Desktop File Sync

View Message

Done Reply

Id: MSG278905580.1

From: Eversource Energy Service Co. (Debra Tobin)

Sent: 07/12/2022 01:36 PM

To: Project Team; Grattan Line Construction Corp(Gayle Rubeski); Eversource Energy Service Co.(Debra Tobin)

Subject: RE: Doc3544959504 - Eversource Right of First Refusal and Emergency Response Cover Agreement COC

Please see the following response to your questions:

1. At this time we do not have and Q&A by other contractors that we are able to share
2. Yes the rates your filling out in Exhibit A are for the ROFR agreement
3. Yes the equipment is billable for standby and travel time rates submitted in Schedule A (based on description in exhibit A pricing schedule)
4. Yes you are to charge standby/travel rate as submitted if applicable.
5. You are allowed to use sub-contractors to supplement your crews but they must be hired under Grattan Line .
6. If you do not agree with the cost we are presenting for lodging reimbursement you can provide your rate and it will be reviewed.

Id: MSG278905580
Sent: 06/24/2022 02:59 PM
Subject: Doc3544959504 - Eversource Right of First Refusal and Emergency Response Cover Agreement COC

Good afternoon,
Below please find questions Grattan Line has in regards to this agreement.

Will Eversource be publishing the questions and answers asked by other contractors in regards to this agreement?

Please confirm that the rates submitted in Exhibit A, travel/standby and working, are the only applicable rates for this ROFR agreement.

Please confirm that equipment is billable for standby and travel time with the rates submitted in Schedule A.

Section 5 Item #3
It stays the Owner will pay standby/travel rates set forth in this attachment until crew/equipment are performing work. So if our crews are sent to a hotel and are on
standby for several days, are we to charge standby/travel rate submitted in this proposal?

Section 5 Item #10 line iii
It states we can not use subcontractors to supplement our crews, is this correct? In other sections, it states procedures applying to subcontractors. Looking for clarification.

Lodging reimbursement states $60 per man, for a 2 man crew that would equal $120. It is near impossible to find a hotel for $120 per night. Can we adjust the lodging
reimbursement or should it be built into the labor rates?

Thank you.
Gayle Rubeski

Done Reply

Gayle Rubeski (grubeski@grattanline.com) last visited 11 Jul 2022 9:38:08 AM Grattan Line Construction Corp AN01010618524

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EVERSOURCE ENERGY

EVERSOURCE ENERGY RIGHT OF FIRST REFUSAL (ROFR)

Statement of Work

Abstract

Statement of Work (referred to as "SOW") is subject to and entered into pursuant to the General Terms and Conditions dated (TBD), between Eversource Energy Service Company ("EVERSOURCE") and (Contractor Company)

Daniel Majorowski – Emergency Preparedness
Debra Tobin – Source Agent

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Eversource Energy Right of First Refusal (RoFR)
Statement of Work

1.Right of First Refusal Statement of Work

Right of First Refusal: This agreement gives Eversource the right to enter into a storm agreement with agreed upon resource requirements during an emergency response with a (Grattan Line Construction Corp~~contractor~~) before other investor-owned utilities can. If Eversource, with this right, declines to enter into a transaction, the (Grattan Line Construction Corp~~contractor~~) is free to entertain other offers from investor-owned utilities during emergency response events.

This Right of First Refusal Statement of Work, effective the (07/15/2022~~DATE~~), (referred to as "SOW") is subject to and entered into pursuant to the General Terms and Conditions dated (07/15/2022~~DATE~~) between Eversource Energy Service Company ("EVERSOURCE") and (Grattan Line Construction Corp~~NAME OF CONTRACTOR~~) ("Contractor").

2.Agreement Name

Eversource Energy Right of First Refusal (ROFR)

3.Agreement Overview

(Grattan Line Construction Corp~~Contractor~~) will give Eversource the Right of First Refusal for up to (100~~TBD #~~) Full Time Equivalent (FTE) Line workers equating to (50~~TBD~~ #) of crews.

- The (30~~TBD #~~) crews will be on-site ready to work in the Eversource Service territory within 24 hours of Eversource activating (Grattan Line Construction Corp~~Contractor~~).
- The (50~~TBD #~~) crews will be on-site ready to work in the Eversource Service territory within 48 hours of Eversource activating (Grattan Line Construction Corp~~Contractor~~).

As part of the RoFR Agreement Eversource agrees to pay (100~~TBD#~~) FTE mentioned above for three days of storm Labor and Equipment.

4.Definitions

Full Time Equivalent (FTE):
a unit to measure for line workers employed in a way that makes them comparable although they may work a different number of hours per week

Crew:
Acceptable crew composition is defined below:

- Overhead Crew with 1 bucket and maximum of 2 Workers, with at least 1 of the 2 workers being a qualified lineman at minimum.
- Overhead Crew with 1 Bucket, 1 Digger, & 2 -3 Workers (minimum 1 Journeyman Lineman - JL)
- Overhead Crew with 2 Buckets, and 3 Workers (minimum 2 JLs)
- Overhead Crew with 2 Buckets, 1 Digger, and 3 Workers (minimum 2JLs)

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Eversource Energy Right of First Refusal (RoFR)
Statement of Work

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Eversource Energy Right of First Refusal (RoFR)
Statement of Work

Ready to work:
Crews are rested and ready to commit labor for a full 16-hour shift wherever they are directed within the Eversource Service Territory

Three days of storm labor:
Three consecutive 16-hour shifts which begins based on the provided ready to work time in official hiring email, this includes travel time to provided Eversource location identified in your hiring email. When the first bucket begins to roll, that's when the start time begins. Reference service agreements for rate details.

Contractor RoFR Notification:
This documented notification to Eversource from the contractor requires the contractor to provide proof of a bona fide offer from another investor-owned utility that has requested the used of said contractors' resources in support of a restoration event. Utility must be identified with number of resources being requested within documented notification Eversource response window is then activated.

Eversource Response Window:
A ~~12~~-hour timeframe starting upon the Contractor RoFR Notification, in which Eversource must approve or reject Contractor to work under a RoFR agreement for storm event

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Hiring Notification:
Documented hiring email notifying Contractor of activation that includes detailed instructions and documentation of the required RoFR storm support

Approved Contractor RoFR Point of Contact (POC):
Identified person(s) approved to submit a Contractor RoFR Notification message to Eversource that triggers the Eversource Response Window.

Eversource Resource Support Group (ERSG):
Group within Eversource that provides hiring notification to approved Contractor RoFR POC triggering the RoFR agreement to take effect and documents the start of the three days of storm labor.

ARIBA: Cloud-based procurement, spend management and supply chain system that enable Contractors to unload invoices for Eversource payment digitally. Contractor shall use ARIBA for the upload and processing of invoices.

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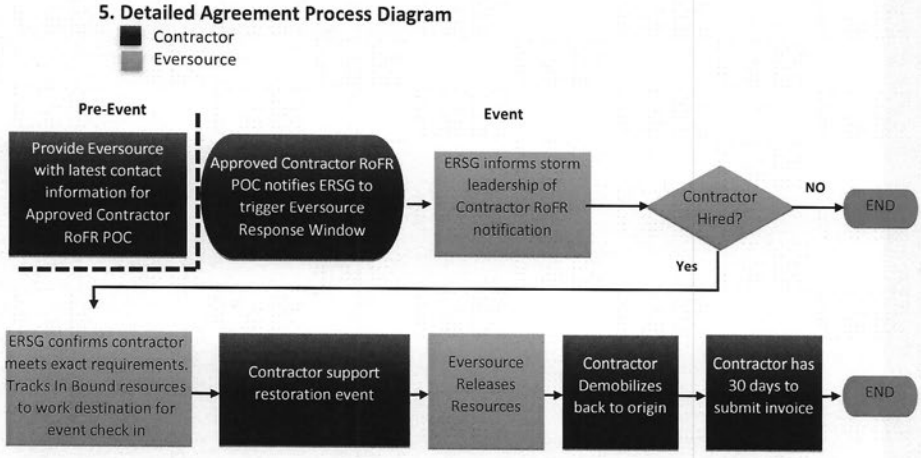
Eversource Energy Right of First Refusal (RoFR)
Statement of Work

5. Detailed Agreement Process Diagram



6. Agreement Responsibilities

This section articulates the roles and responsibilities of (Grattan Line Construction Corp~~Contractor~~) and EVERSOURCE throughout the Agreement as specified in this SOW.

6.1 Contractor Responsibilities

(Grattan Line Construction Corp~~Contractor~~) will be responsible for the following:

- Provide only crews and equipment asked and agreed to through confirmation email
- Providing total (~~100TBD #~~) FTE Line workers
  - Within 24 hours: 30(~~TBD #~~) Crews
  - Within 48 hours: (~~50TBD #~~) Crews
- Provide updated approved Contractor RoFR POC Information to ERSG
- Notify ERSG of changes to approved Contractor RoFR POC
- Provide Contractor RoFR Notification when your resources are being requested by other IOUs, Contractor RoFR Notification must include:
  - IOU requesting the resources
  - Number they are requesting to secure

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- Confirm the receipt of hiring notification formally triggering the three days of storm labor and equipment.
- Ensure Contractor company name is displayed on vehicle door through signage or temporary magnetic sign for sub-contractors.
- File invoices using approved purchase order number provided by Eversource within 30-day post event demobilization

6.2 Eversource Responsibilities

EVERSOURCE will be responsible for the following:

- Provide Purchase Order Number for invoicing
- Make specific request for number and type of crews and equipment, I.E. Buckets, Diggers, off-road
- Approve or reject Contractor RoFR Notification within 12 hours of alert
- Provide documented detailed hiring letter upon Contractor RoFR Notification approval
- Provides start times and locations to crews
- Provide external field resource coordination representative to hired crews
- Guarantee three days of storm labor
- Provide all onboarding training and required event safety training upon storm hiring
- Provide pre-vent training as needed i.e., timesheet, roster, and software tool training as needed
- Provide exacting equipment and FTE requirements
- ERSG approves and or rejects equipment listed in roster

7. Training

- EVERSOURCE will provide incident on boarding briefings upon hiring to include roster, safety, and event specific on-board brief
- EVERSOURCE will provide training pre-event on timesheets, roster completion, invoicing, and event tools as needed

8. Communication Plan

- (Grattan Line Construction Corp~~Contractor~~) will provide approved Contractor RoFR Point of Contact as the sole contact point to submit a Contractor RoFR Notification to the Eversource Resource Support Group
- Eversource Resource Support Group will notify Eversource leadership of Contractor RoFR Notification and attain a response within 12 hours
- Eversource Resource Support Group will communicate approval or rejection of Contractor RoFR Notification
- If Hired Eversource Resource Support Group will provide Hiring Notification to (Grattan Line Construction Corp~~Contractor~~)
- (Grattan Line Construction Corp~~Contractor~~) will acknowledge hiring email and return required documentation to Eversource Resource Support Group

8.1 Agreement Governance

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The primary points of contact between EVERSOURCE and (Grattan Line Construction CorpContractor) shall be the respective Eversource Sourcing Agent and identified agreement point of contact.

8.2 EVERSOURCE Agreement Personnel

The Agreement shall be staffed with a core agreement team. Additional personnel shall be assigned to work under the direction of the core team as required to effectively implement the solution(s).

Role	Skill Level
Contractor Leadership	Contractor leadership/Agreement Point of Contact
Approved Contractor RoFR Point of Contact	Contractor Response Coordination

8.3 EVERSOURCE's Resources

Role	Skill Level
Eversource Resource Support Group	Crew Hiring
Procurement Sourcing Agent	Agreement Management
Procurement Leadership	Procurement /Sourcing Agent
Emergency Preparedness Leadership	Emergency Preparedness Organizational Response and Management

8.4 Change Management Process

Changes in scope will be managed by a formal change management process that will address changes in scope, schedule, and dollars. Changes in scope will be subject to written approval by Eversource and (Grattan Line Construction CorpContractor). The Parties may mutually agree to offset the requested scope addition with a corresponding scope reduction.

Any changes that may arise in agreement will be documented using a change order

9. Term of the SOW

Three years, renewable for up to two more years exercised annually, subject to review and mutually agreeable amendments after the first Three months in each term

10. Rates

No upfront costs, with activated crews billed as agreed upon ERP rates between Eversource and (Grattan Line Construction CorpContractor) See the following for agreed upon ERP rates between Eversource and (Grattan Line Construction CorpContractor) for more details:

REDACTED

- **Cover Agreement Emergency Response Electric Utility Services and Response Commitment**

11. Out of Scope

Any change of direction not outlined in this scope of work pertaining to emergency response activation and hiring. Any additional emergency response work not listed in this SOW.

12. Assumptions

EVERSOURCE Energy makes the following pricing assumptions and clarifications in performing this work:

- All personnel being provided to Eversource are qualified in their role
- (Grattan Line Construction Corp~~Contractor~~) will still be willing to provide emergency response work outside of RoFR agreement if (Grattan Line Construction Corp~~Contractor~~) is not contacted by an IOU for an event, hence not trigging this RoFR agreement to take effect

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PRIMARY SERVICES

SCHEDULE A =- Contractor Billing Rates - Labor *Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for the term of this Agreement.*					
EFFECTIVE DATE RANGE START: 01/01/2025 END: 12/31/2025					
Title	Straight Time Rate	Travel/Standby Response Rate	Emergency Response Working Rate (includes Holidays & Sundays)	Travel per diem Lodging	Travel per diem Meals
General Foreman		[redacted]			
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					

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EQUIPMENT RATES

SCHEDULE A - Contractor Billing Rates - Equipment	
Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for the term of this Agreement.	
GRATTAN LINE CONSTRUCTION CORP	
START: 01/01/2025	**END: 12/31/2025**
Equipment	**Rate**
1/2 ton pick-up truck 2 x 4	[redacted]
1/2 ton pick-up truck 4 x 4	
10 Ton Trailer	
3/4 Ton Pick-up Truck - 4 wheel drive	
9 Ton 3x1 Trailer	
Air Compressor	
Air Compressor with Tools	
ATV with pull behind trailer	
Car/SUV/Van	
Boom Truck	
Bucket - Squirt Boom	
Bucket Truck - 55 ML	
Bucket Truck - 55MH	
Bucket Truck - 65 ft	
Bulldozer - Small	
Compressor 850 CFM	
Digger (Corner Mounted)	
Digger Derrick	
Dump Truck	
Flatbed Truck	
Lift Gate Material Truck	
Material Trailer	
Pole Trailer	
Rack Truck - Large	
Rock Drill with truck	
Single Arbor Trailer	
Utility Truck - 1 Ton	
Wire Puller Tensioner	
Wire Trailer	
Service Truck	
Off-Road Digger	
Backyard Machine	

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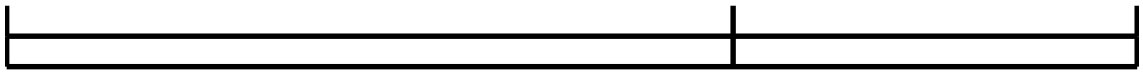

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COVER AGREEMENT
EVERSOURCE ENERGY SERVICE COMPANY
AND
Holland Power Services Inc
FOR
EMERGENCY RESPONSE ELECTRIC UTILITY SERVICES AND RESOURCE COMMITMENT

This Cover Agreement for Emergency Response Electric Utility Services and Resource Commitment ("Agreement") dated as of **August 2, 2022** (the "Effective Date"), combined with all other Agreement Documents identified below, constitutes the complete agreement (the "Agreement") between EVERSOURCE ENERGY SERVICE COMPANY, as agent for its affiliates ordering Emergency Response Work from Contractor ("Owner"), and **Holland Power Services Inc.** ("Contractor"), a _Corporation with offices at _272 Route 105, Maugerville, NB, Canada E3A 8G2, for Contractor's performance of Emergency Response Work (as defined below).

THE AGREEMENT INCLUDES THIS COVER AGREEMENT AND THE DOCUMENTS LISTED BELOW, WHICH ARE ATTACHED HERETO AND MADE A PART HEREOF, AND ALL OTHER DOCUMENTS REFERENCED IN SUCH DOCUMENTS.

- **Purchase Order/Contract (Excluding Terms and Conditions Printed on Reverse Side)**
- **Exhibit A: Emergency Response Work Pricing Schedule**
  - **Schedule A(1) : ERW Rate Schedule for:**
    - **Primary Services**
    - **Secondary Services**
    - **Transmission Services**
    - **Equipment**
- **Exhibit B: General Terms and Conditions ("GTCs") Utility Services Rev 19 dated 01/21/20**
- **Exhibit C: Emergency Response Contractor Profile Form**
- **Exhibit D: Eversource Energy Right of First Refusal (ROFR) Statement of Work**
- **Appendix A: Eversource – External Crew Roster**

I. DEFINED TERMS; INTERPRETATION

Capitalized terms used in the Agreement have the meaning given in the applicable document forming a part of the Agreement, including the Pricing Schedule, as well as Utility Services General Terms and Conditions ("GTCs"). For purposes of the Agreement, the definition of Equipment shall include all equipment and mobile equipment, including automobiles, trucks, vans, tractors, trailers, carts, flatbeds, and any other type of rolling stock provided by Contractor for use in the performance of Emergency Response Work. The terms "include(s)," "included" and "including," as well as any variations thereof, are used without limitation.

For purposes of this Agreement (consistent with GTCs), the following capitalized terms shall have the meanings set forth below:

"Emergency" means any emergency event expected by Owner or declared by Owner (whether or not such event is declared an emergency by any governmental authority), including stormy weather or other adverse weather conditions that are forecasted to occur or have occurred, that causes, or may cause, damage, interruption, impact or unplanned outages to all or a portion of Owner's affiliates' utility systems. An Emergency does not constitute an event of Force Majeure under the Agreement.

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"Emergency Response Work" means Emergency-related Work to be provided by Contractor pursuant to each Emergency Response Work Release, as specified by Owner. Emergency Response Work is included within the definition of "Work".
"Emergency Response Work Protocols" means Owner's Emergency Response Work protocols and work standards, procedures and manuals, including Owner's Emergency Storm Restoration Safety Guideline provided to or made available to Contractor, as may be modified from time to time by Owner.

"Emergency Response Work Release" means each release for Emergency Response Work pursuant to an oral communication (i.e., by telephone or in person) or written (i.e., by email, fax or other documentation, in whatever form) issued and/or approved by Owner for Emergency Response Work, in each case under the Order, and in the form and on such terms determined by Owner in good faith. Contractor's commencement of Emergency Response Work awarded to it by Owner pursuant to each Release shall constitute Contractor's acceptance of all of the provisions of the applicable Release.

II. PRIORITY OF DOCUMENTS

Notwithstanding anything to the contrary set forth in the Agreement, if the provisions of this Cover Agreement are inconsistent with or conflict with the provisions of the GTCs, the terms of this Cover Agreement shall control. If the GTCs apply to this Agreement, Article 48 of the GTCs is amended to provide that this Cover Agreement shall have second priority among the Contract documents, behind the Purchase Order (and any Emergency Response Work Releases thereunder) but greater priority than the Special Terms and Conditions (if any) and the other Contract documents. This Cover Agreement replaces the Right of First Refusal Retainer Agreement previously executed between Contractor and Eversource dated January 8, 2021 which is hereby terminated.

III. TERM OF THE CONTRACT

The Contract shall be in effect for the periods specified in Purchase Order/ Contract, and shall be automatically renewed for successive one (1) year periods unless either party notifies , in writing, at least sixty (60) calendar days before the end of the initial term or the end of any one (1) year renewal term, as the case may be, that either party elects not to renew the Contract. Upon Owner's delivery of such non-renewal notice to Contractor, this Contract shall terminate at the end of the applicable term.

IV. SCOPE OF EMERGENCY RESPONSE WORK

Contractor shall perform and complete Emergency Response Work in accordance with the Agreement, including Owner's Emergency Response Work Protocols. Owner may require Contractor to perform Emergency Response Work in all or any part of Owner's service territories. Contractor's commencement of Emergency Response Work awarded to it by Owner pursuant to each Emergency Response Work Release shall constitute Contractor's acceptance of all of the provisions of the applicable Emergency Response Work Release. Contractor shall be solely responsible for all means, methods, techniques and procedures for Emergency Response Work.

V. CONTRACTOR RESOURCE COMMITMENTS AND EQUIPMENT INFORMATION; RESPONSE TIME

1. Contractor shall provide Owner with emergency contact information and other information requested by Owner from time to time and, simultaneously with execution of this Cover Agreement, shall complete the Emergency Response Contractor Profile Form attached hereto as Exhibit C ("Contractor Profile"). Contractor shall keep the information in the Contractor Profile current and promptly notify Owner of any changes to the Contractor Profile in writing or using automated processes that Owner may make available from time to time.

2. Contractor hereby provides Owner with a commitment and right of first refusal for crews/FTE's/Equipment (*including Equipment and support, as requested*) as follows:

REDACTED

i. Crews/FTEs : 40 Crews / 80 FTEs + Support Staff
ii. Equipment: 40 Line Trucks + Support Equipment

3. The foregoing shall be called the Resource Commitment ("Commitment"). In advance of or during emergency or storm events or forecasts of hazardous weather, if Owner desires a Commitment, Owner will contact Contractor as soon as reasonably practicable and notify Contractor if Owner is activating this Agreement and the number of crews/equipment Owner needs, so that Contractor may deploy any resources that are committed to Owner that Owner requests. Owner agrees to pay the standby/travel rates set forth in the attached Rate Schedule until such crews/equipment are deployed and performing Work on Owner's facilities, after which the rate schedule set forth in the applicable GTCs shall apply.

4. For any particular emergency or storm event, if Contractor receives a firm offer of work from another utility(s) that could impact the Commitment, Contractor will promptly contact the Owner's designated representative and advise Owner of the potential impact to the Commitment. Owner will have **30 minutes** from notification to do one of the following:
   i. activate the crews/equipment reserved under the Commitment; or
   ii. release Contractor from the # of crews/equipment in the Commitment obligation impacted by the other customer's firm offer; or
   iii. work with Contractor to revise the Commitment for the particular event to a mutually agreeable smaller crew/equipment commitment number solely for the particular event at issue and release the remaining available crews to work for the other customer.

5. In the event that Owner does not exercise its rights to the Commitment under this Agreement and releases Contractor from all or a portion of the Commitment obligation impacted by the customer's firm offer and Contractor deploys such resources to provide Services to such other customer(s), upon completion of those Services for the other customer (and its affiliates, if applicable and requested by customer), the Commitment will apply to those resources when released by the other customer.

6. Upon Owner's request for crews under this Agreement, the Contractor will deploy the crews/equipment requested in accordance with Owner's schedule and provide the necessary paperwork to DHS (if applicable) with border crossing(s) approvals if applicable, as follows:

   i. The deployment phase shall include (**40**) of crews deployed to Owner's designated staging location within 12 hours of Owner's request for deployment.
   ii. Any remaining balance of crews will arrive in Owner's designated staging location within service territory within 24 hours of Owner's request.

7. Within two (2) hours after Owner's request for Contractor Crews and Equipment and information, Contractor will provide Owner with the requested information and coordinate with Owner for the deployment schedule for the Owner requested Contractor Crews and Equipment for Emergency Response Work. In addition to the Crews and Equipment subject to the Commitment, Contractor will also advise Owner any of any other available and qualified Contractor crews/equipment and if requested by Owner, provide such Contractor Crews and Equipment to Owner for Emergency Response Work.

8. If, prior to Owner's award of such Emergency Response Work to Contractor, the availability of Contractor Crews or Equipment changes, Contractor shall immediately notify Owner.

9. Contractor shall immediately confirm to Owner the amount of Contractor Crews and Equipment committed to such Emergency Response Work and provide the following information regarding the Contractor Crews and Equipment being mobilized:

REDACTED

i. The number of persons available and the name, qualifications, job classification, local union affiliation and gender of each such person;
ii. The type and quantity of Equipment to be provided by Contractor;
iii. Crew information (number of crews, persons per crew, and type of Equipment assigned to each crew) Eversource – External Crew Roster (Appendix A) must be completed;
iv. The name and contact information for the on-site supervisor;
v. The name and contact information for the foreman of each work crew;
vi. The response time for mobilization of the Contractor Crews and Equipment to the Site or Owner-designated onboarding location; and
vii. Expeditiously mobilize the committed Contractor Crews and Equipment to the Site **or onboarding location designated by Owner** in accordance with the mobilization schedule specified by Owner. Contractor must notify Owner immediately if there will be any delay in deploying the requested Contractor Crews and Equipment, and in such event notify Owner in writing as to when such resources will be available and can be on Site for such Emergency Response Work;
viii. Provide at least one (1) supervisor for Contractor Crews, in addition to a foreman for each work crew; and unless defined differently in the Contract, crew will be regarded, for overhead distribution and primary, as one (1) bucket truck and two (2) qualified employees.
ix. Provide at least one English speaking crew member per crew who can translate for non-English speaking crew members.

10. In addition to complying with all other applicable provisions of the Contract, Contractor Crews performing Emergency Response Work shall:

    i. Be qualified and fit for duty (including no use of alcohol or illegal drugs, and no use of legal drugs that could adversely impact job performance).

    ii. Comply with all of Owner's Emergency Response Work Protocols; and

    iii. Not include Subcontractors or other third parties who are not employees of Contractor.

11. The Commitment means the Contractor agrees to provide the number of resources requested by Owner within the Commitment as prescribed in this Agreement to Owner for Emergency Restoration services for the length of the Emergency Restoration Event. Crews offered at Inquiry will remain available to Owner until released by Owner at the Contractor's request. In every instance Owner will determine the length of the Emergency Restoration Event.

12. The Owner retains ownership and salvage rights to all material. Return wire is to be cut up and placed in designated storage containers. Material deemed by the Owner representative as unsalvageable is to be disposed of by Contractor, at the Owner designated container.

13. Energized Conductors-The conductors involved in this contract may be energized at voltages up to 34.5kV, or higher if the Work issued involves transmission lines.

14. Terms of Engagement: All resources will remain on property until they are formally released by Owner's Management.

15. Inventory and Obtaining materials -The Contractor will sign for all material received. There will be a closing inventory when the job is completed. At no time will Contractor take any materials not authorized by the Owner representative. Contractor will be escorted to the stock area by a Owner representative.

VI. MEALS AND LODGING

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Unless otherwise agreed in advance and in writing by Owner and Contractor, Owner will provide meals, lodging and all necessary supplies and materials for the performance of Emergency Response Work (but not tools or safety equipment or clothing) for Contractor Crews performing Emergency Response Work while they are at the Site or Owner-designated onboarding site. If it is more efficient for Contractor Crews to obtain meals that are not Owner-provided, Owner shall, if Owner or the Owner's Representative has preapproved such alternative arrangement in writing, reimburse Contractor with no markup for the reasonable cost of such meals, provided that Contractor submits itemized and signed receipts covering such expenses. No additional mark ups are allowed.

If Owner assigns lodging for Contractor's crews and any of the Contractor crews decline to stay at their assigned lodging, then any alternative lodging procured by the Contractor for such crews will be at Contractor's own expense and will not be reimbursed. Any travel time for Contractor crews to get to such alternative lodging provided by Contractor shall not be billed to Owner and will not be reimbursed.

If Owner does not provide meals and lodging, Contractor shall be compensated for meals and lodging in accordance with the applicable per diem rates set forth in the Pricing Schedule during the periods that Contractor is compensated for Contractor Crews and Equipment at the applicable Travel Time Rates set forth in the attached Pricing Schedule.

VII. EQUIPMENT AND VEHICLES

Unless otherwise agreed to in advance and in writing by Owner and Contractor, all Contractor Crews will arrive at the Site or Owner-designated onboarding site fully equipped with all tools and equipment necessary and appropriate to properly, safely and diligently perform Emergency Response Work, including all Personal Protective Equipment (PPE) and all items that are required by OSHA, federal, state or Owner safety and health regulations, including enclosed space and/or confined space entry equipment, traffic control devices, and public safety protection.

Contractor Crews mobilized for Emergency Response Work shall use any and all field technology provided by Owner in connection with such work, including GPS and wireless communications equipment. Any tools or equipment provided by Owner to Contractor Crews, including any field technology (e.g. GPS, wireless communications equipment), shall be returned to Owner upon the completion of the Emergency Response Work or otherwise as directed by Owner. Contractor will be charged for any tools or equipment not returned to Owner and/or not in good working condition.

All vehicular Equipment provided by Contractor and used by Contractor Crews shall be fully equipped and comply with all applicable state and federal laws and regulations as well as applicable safety standards, including, to the extent applicable, ANSI 92.2 2009, requiring testing of vehicles with insulated vehicle-mounted elevating and rotating aerial devices. Commercial vehicles used for Emergency Response Work must be maintained in compliance with the Federal Motor Carrier Safety Regulations (FMCSR).

Contractor Crews driving commercial vehicles must be duly trained, licensed and qualified in compliance with all applicable laws and regulations, including FMCSR.

VIII. SCHEDULE

Contractor recognizes the critical nature of Emergency Response Work and the importance to Owner of Contractor's prompt response and diligent and timely completion of all Emergency Response Work, and accordingly, time is of the essence for Contractor's response to Owner's request for information, Contractor Crews and Equipment mobilization, Contractor performance of Emergency Response Work and meeting all of Contractor's obligations under the applicable provisions of the Contract. Emergency Response Work shall begin as specified in each Emergency Response Work Release, and shall end, when the Owner has released the Contractor from restoration work by the

REDACTED

Owner's Representative. Contractor will return all material to the appropriate service center and provide completed signed time sheets.

Emergency Response Work shall be subject to any government agency mandated rest time.

IX. INVOICING AND PRICING TERMS

Contractor shall record its labor time and Equipment usage time on a daily basis using only the required timesheet form- the ERP Owner Contractor Storm Daily Time Sheet and Work Log (UNK-5008) and provide daily timesheets to the Owner's Representative for signature. Contractor shall invoice Owner upon completion of Emergency Response Work, unless such Emergency Response Work assignment extends beyond two (2) weeks, in which case Contractor may invoice Owner every two (2) weeks. Each invoice for Emergency Response Work submitted by Contractor shall be accompanied by the completed and Owner signed required time sheets and receipts for authorized expense reimbursement items for the applicable period that have been approved in writing by the Owner's Representative. Contractor shall comply with any and all reasonable requests made by Owner to expedite the invoicing process for Emergency Response Work, including the electronic submission of the completed ERP Owner Contractor Storm Daily Time Sheet and Work Log (UNK-5008) timesheets and expense receipts. Notwithstanding any conflicting provisions of Section 3.1 of the GTCs, Owner shall process and pay each correct invoice for Emergency Response Work or provide written objections to all or any portion of each disputed invoice for Emergency Response Work within sixty (60) days after receipt by Owner. Likewise, with respect to Emergency Response Work, if Owner disputes a portion of an invoice submitted by Contractor, at Owner's request Contractor shall submit a revised invoice with current date for the undisputed amount and Owner shall pay such undisputed portion within sixty (60) days after receipt thereof.

For work performed with non-union labor, the Contractor agrees that such Work will be billed at non-union labor rates. If any work involves classifications not specifically set forth in the Pricing Schedule or requires any adjustments, such rates shall be submitted to Owner for approval prior to the start of work. The Contractor shall provide revised labor billing rate schedule for all labor classifications.

All Emergency Response Work shall be invoiced at the rates set forth in the Pricing Schedule. Contractor must use ERP Owner Contractor Storm Daily Time Sheet and Work Log (UNK-5008) to track time and submit completed forms in order to receive payment.

X. OWNER'S EMERGENCY RESPONSE WORK PROTOCOLS

Contractor and all Contractor Crews shall comply with all Emergency Response Work Protocols in effect at the time Contractor Crews perform Emergency Response Work, which may be found at. www.eversource.com Eversource safety documentation will be provided during the on-boarding process.

XI. EXECUTION

This Cover Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Facsimile and portable document format (PDF) copies of signatures shall constitute original signatures.

[

REDACTED

SIGNATURE PAGE TO THE COVER AGREEMENT between EVERSOURCE ENERGY SERVICE COMPANY and Holland Power Services Inc. for EMERGENCY RESPONSE ELECTRIC UTILITY SERVICES and RESOURCE COMMITMENT

IN WITNESS WHEREOF, the Parties hereby agree the terms and conditions described in the Cover Agreement are executed as of the Effective Date.

The Parties agree that the counterpart, facsimile or electronically reproduced signatures of the Parties are intended to authenticate this writing, and to have the same force and effect as manual signatures.

Holland Power Services Inc. (CONTRACTOR)		Eversource Energy Service Company (OWNER)	
NAME	Raymond Robinson	NAME	[redacted]
PRINTED NAME		PRINTED NAME	
TITLE	President.	TITLE	DIRECTOR, PROCUREMENT
DATE	Aug 24 / 2022	DATE	9/7/22

REDACTED

EXHIBIT A
PRICING SCHEDULE

Unless otherwise agreed to in writing by Owner, all Emergency Response Work shall be performed on a time and equipment price basis (such rates, the "Emergency Response Work Rates").

1 For purposes of this Pricing Schedule, the following capitalized terms shall have the following definitions:

"District of Service Center "refers to a Owner location where Owner and Contractors staff work to support maintenance and restoration activities.

"Receiving Center" refers to the initial reporting location for registration and safety briefings.

"Staging Areas" temporary designated locations established throughout Owner service territory which may be used to issue materials, meals, equipment parking/storage, wet fueling, lodging, safety briefings and work assignments as needed.

"Emergency Response Rates for Equipment" are the agreed rates payable for Equipment from the commencement of applicable Emergency Response Work through the termination of such Emergency Response Work, excluding when the Contractor Crews are on rest time prior to the termination of such Emergency Response Work. Equipment Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for the term of this Agreement. If Owner provides any fuel to Contractor, Contractor shall reimburse Owner for such fuel costs and at Owner's option, Owner may either invoice Contractor for such fuel costs or the cost of such fuel may be deducted from Contractor's invoice amount for Emergency Response Work.

"Standby Rates apply to labor resources only"

"Emergency Response Working Rates for Labor" are the agreed labor rates payable from the commencement of applicable Emergency Response Work through the termination of such Emergency Response Work, excluding rest time during that Emergency Response Work. Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.

"Standby Retainer Fee" is the amount paid to Contractor each calendar day they are asked and agree to go on to Standby. Once the Contractor agrees to go on to Standby, the entire Standby Retainer Fee, originally agreed to, will be paid regardless of whether or not Contractor Crews are requested to mobilize that day. The Standby Retainer Fee is equal to 8 hours straight time for every 24 hour period on standby at the Emergency Response Rates for Labor for each Contractor Labor Resource who is listed on the Standby Roster for that Standby Request. Owner will not pay the Standby Retainer Fee for any Labor Resource listed on the Standby Roster of an event who is not provided by the Contractor for that event. Owner also will not pay the Standby Retainer Fee for any Labor Resource listed on the Standby Roster of an event who is not requested by the Owner. The Standby Roster must be provided to the Owner prior to the start of the Standby Request. The Standby Retainer Fee will not include the cost associated with any Contractor Equipment. Once the contractor is activated to mobilize the mobilization rates will apply and the Standby retainer Fee will not be in effect.

"Travel Time Rates for Equipment" are the rates payable for all Equipment for the period when Contractor Crews associated with such Equipment are being compensated at the Travel Time Rates for Labor, and includes all transit costs associated with the delivery of such Equipment for the performance of Emergency Response Work, and return to the location from which the Equipment was deployed.

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"Travel/Standby Response Rate" are the rates applicable for travel time expended by Contractor Crews located outside of Owner's service territory in which Emergency Response Work is to be performed, calculated based upon the following:

Reasonable time necessary to travel the distance from the Contractor Crews deployment location to the Site or onboarding site designated by Owner, as applicable; and

Reasonable time necessary to travel the distance from the Emergency Response Work completion location to the deployment origin of Contractor Crews.

2 Subject to the provisions of Section 4 (Rate Changes) of this Pricing Schedule, Contractor shall be compensated for Emergency Response Work performed in compliance with the Contract in accordance with the Contractor Billing Rates attached hereto as Schedule A.

3 Reimbursable Expenses: Unless otherwise agreed to in writing by Owner, all of Contractor's reimbursable expenses that are accounted for during mobilization and demobilization are at Travel per diem rates and Equipment rates as set forth per schedule A. Tolls with appropriate back up receipts will be paid as a pass thru. Contractors are not allowed to add markup for any expenses. In no event shall Owner reimburse Contractor for any expenses relating to tobacco products, alcohol, laundry, personal hygiene products or other non-Emergency Response Work-related personal expenses.

4 Rate Changes: The Contractor Billing Rates set forth in Schedule A shall be in effect for a minimum period of one year and shall not be subject to change until after the end date of the effective billing rates, as set forth in the applicable Pricing Schedule A attached hereto and as the same may be amended from time to time by mutual written agreement of the parties ("Effective Rate End Date"). If and when Contractor proposes to modify its then-applicable billing rates for the period subsequent to the Effective Rate End Date, Contractor shall provide Owner with proposed updated rates to be used for the period set forth in such proposal (which may not be for duration of less than one year). Such proposed revised billing rates shall be added to and incorporated into the Contract only upon written approval by Owner. Any dispute regarding proposed rate adjustments will be resolved in accordance with the dispute resolution process set forth in the GTCs. In the event that Contractor does not make adjustments to its rates applicable to Emergency Response Work after the applicable Effective Rate End Date, then the last Emergency Response Work Rates on file with Owner shall be used by Owner to compensate Contractor for Emergency Response Work performed after such Effective Rate End Date. No changes to the billing rates for Emergency Response Work shall be effective unless and until approved by Owner in writing.

5 Travel/Mobilization:
Travel/Mobilization shall be defined as the time Contractor crews leave the Contractor's point of origin (staging area) and arrive at the Owner's designated location, including processing at Owner receiving center if required.

Mobilization
When crews Travel to a restoration event and are requested to stand-by at the contractor's base or hotel, travel hours are paid the Travel /Standby Time Rate as outlined for the job classification in Schedule A.

Mobilization to an activated restoration event with the execution of immediate work being conducted will be paid at the Emergency Response Working Rate in Schedule A. Equipment rate applies.

REDACTED

Travel/Mobilization includes time for refueling, bathroom and food breaks and tolls. The Contractor shall submit estimated time of arrival at Owner using the Owner – External Crew Roster (Appendix A). Billing hours shall not exceed 10% of the original estimated time submitted to the Owner without an updated Owner – External Crew Roster. Any adjustments to original estimates shall require phone and written approval by the authorized agent of the Owner, and a revised Owner – External Crew Roster will be required. Estimates will be approved by Owner.

Time is of the essence; however Contractor is responsible for crew safety. Contractor shall notify Owner if they are unable to meet the estimated arrival time, for what reason, and if a new arrival time can be accepted.

Demobilization:
An official release will be issued by the Owner, exclusively. Demobilization includes notification of release by authorized Owner agent, debriefing by Owner field representative, unloading of materials and return to Contractor point of origin or release to other utility if requested. Prior to the authorized Owner representative formally releasing the Contractor, the Contractor will provide an estimate of Demobilization to the Owner Resource Management Representative.

Travel Rates will apply after demobilization.

REDACTED

SECONDARY SERVICES

SCHEDULE A =- Contractor Billing Rates - Labor					
EFFECTIVE DATE RANGE – Start: May 31, 2022 End: May 31, 2023					
Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.	**Travel/Standby Response Rate**	**ERW Straight Time Rate**	**ERW Rate for Holidays & Sundays**	**Travel per diem Lodging**	**Travel per diem Meals**
Lead Lineman	[redacted]				
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					
General Foreman					
Foreman					
Logistics / Health Officer					

REDACTED

PRIMARY SERVICES

SCHEDULE A =- Contractor Billing Rates - Labor *Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.*					
EFFECTIVE DATE RANGE					
START: May 31, 2022			END: May 31, 2023		
Title	ERW Straight Time Rate	Travel/Standby Response Rate	ERW Rate for Holidays & Sundays	Travel per diem Lodging	Travel per diem Meals
General Foreman	[redacted]				
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					
Logistics / Health Officer					

REDACTED

TRANSMISSION LINE RATES

SCHEDULE A =- Contractor Billing Rates - Labor					
Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.					
EFFECTIVE DATE RANGE					
START:		END:			
Title	ERW Straight Time Rate	Travel/Standby Response Rate	ERW Rate for Holidays & Sundays	Travel per diem Lodging	Travel per diem Meals
General Foreman				[redacted]	
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					

REDACTED

EQUIPMENT RATES

SCHEDULE A - Contractor Billing Rates - Equipment

Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for Equipment deployed upon Owner's request for the term of this Agreement.

EFFECTIVE DATE RANGE

START: May 31, 2022 END: May 31, 2023

Equipment	Rate	Travel Time Rate
1/2 ton pick-up truck 2 x 4	[redacted]	
1/2 ton pick-up truck 4 x 4		
10 Ton Trailer		
3/4 Ton Pick-up Truck - 4 wheel drive		
9 Ton 3x1 Trailer		
Air Compressor		
Air Compressor with Tools		
ATV with pull behind trailer		
Boom Truck		
Bucket - Squirt Boom		
Bucket Truck - 55 ML		
Bucket Truck - 55MH		
Bucket Truck - 65 ft		
Bulldozer - Small		
Compressor 850 CFM		
Digger (Corner Mounted)		
Digger Derrick		
Dump Truck		
Flatbed Truck		
Lift Gate Material Truck		
Material Trailer		
Pole Trailer		
Rack Truck - Large		
Rock Drill with truck		
Single Arbor Trailer		
Utility Truck - 1 Ton		
Wire Puller Tensioner		
Wire Trailer		
Mechanic Van		
Off Road Digger		

REDACTED

EVERSOURCE ENERGY

EVERSOURCE ENERGY RIGHT OF FIRST REFUSAL (ROFR)

Statement of Work

Statement of Work (referred to as "SOW") is subject to and entered into pursuant to the General Terms and Conditions Utility Services Rev 19 dated 01/21/20, between Eversource Energy Service Company ("EVERSOURCE") and Holland Power Services Inc. Contractor)

[redacted]

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Eversource Energy Right of First Refusal (RoFR)
Statement of Work

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Eversource Energy Right of First Refusal (RoFR)
Statement of Work

1.Right of First Refusal Statement of Work

Right of First Refusal: This agreement gives Eversource the right to enter into a storm agreement with agreed upon resource requirements during an emergency response with a Holland Power Services Inc. before other investor-owned utilities can. If Eversource, with this right, declines to enter into a transaction, the Holland Power Services Inc. is free to entertain other offers from investor-owned utilities during emergency response events.

This Right of First Refusal Statement of Work, effective the July 25, 2022, (referred to as "SOW") is subject to and entered into pursuant to the General Terms and Conditions Utility Services Rev 19 dated 01/21/20 between Eversource Energy Service Company ("EVERSOURCE") and Holland Power Services Inc. ("Contractor").

2.Agreement Name

Eversource Energy Right of First Refusal (ROFR)

3.Agreement Overview

Holland Power Services will give Eversource the Right of First Refusal for up to (80) Full Time Equivalent (FTE) Line workers equating to (40) of crews.

- The (40) crews will be on-site ready to work in the Eversource Service territory within 24 hours of Eversource activating (Holland Power Services Inc.).
- The (TBD #) crews will be on-site ready to work in the Eversource Service territory within 48 hours of Eversource activating (Holland Power Services Inc.). (all 40 crews / 80 FTEs through the RoFR can arrive within 24 hours)

As part of the RoFR Agreement Eversource agrees to pay (80) FTE mentioned above for three days of storm Labor.

4.Definitions

Full Time Equivalent (FTE):
a unit to measure for line workers employed in a way that makes them comparable although they may work a different number of hours per week

Crew:
Acceptable crew composition is defined below:

- Overhead Crew with 1 bucket and maximum of 2 Workers, with at least 1 of the 2 workers being a qualified lineman at minimum.
- Overhead Crew with 1 Bucket, 1 Digger, & 2 -3 Workers (minimum 1 Journeyman Lineman - JL)
- Overhead Crew with 2 Buckets, and 3 Workers (minimum 2 JLs)
- Overhead Crew with 2 Buckets, 1 Digger, and 3 Workers (minimum 2JLs)

Ready to work:

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Eversource Energy Right of First Refusal (RoFR)
Statement of Work

Crews are rested and ready to commit labor for a full 16-hour shift wherever they are directed within the Eversource Service Territory

Three days of storm labor:
Three consecutive 16-hour shifts which begins based on the provided ready to work time in official hiring email, this includes travel time to provided Eversource location identified in your hiring email. When the first bucket begins to roll, that's when the start time begins. Reference service agreements for rate details.

In the event that we do not reach 16 hours in a day and need to add hours to the invoice to fulfill the agreement - which rate will apply, the working rate?

Example:

Day 1 - Mobilize, if we mobilize later in the day we may be less than 16 hours. For this example, we will use 12 hours.
Day 2 - Work. 16 hours worked. Released at the end of shift.
Day 3 - Demobilize. 12 hours to travel home.

In this scenario, we will be 8 hours short of the agreement. It is my understanding that we will invoice these 8 hours, however which rate would apply?

Contractor RoFR Notification:
This documented notification to Eversource from the contractor requires the contractor to provide proof of a bona fide offer from another investor-owned utility that has requested the used of said contractors' resources in support of a restoration event. Utility must be identified with number of resources being requested within documented notification Eversource response window is then activated.

Eversource Response Window:
A 30 Minute timeframe starting upon the Contractor RoFR Notification, in which Eversource must approve or reject Contractor to work under a RoFR agreement for storm event

Hiring Notification:
Documented hiring email notifying Contractor of activation that includes detailed instructions and documentation of the required RoFR storm support

Approved Contractor RoFR Point of Contact (POC):
Identified person(s) approved to submit a Contractor RoFR Notification message to Eversource that triggers the Eversource Response Window.

Eversource Resource Support Group (ERSG):
Group within Eversource that provides hiring notification to approved Contractor RoFR POC triggering the RoFR agreement to take effect and documents the start of the three days of storm labor.

ARIBA: Cloud-based procurement, spend management and supply chain system that enable Contractors to unload invoices for Eversource payment digitally. Contractor shall use ARIBA for the upload and processing of invoices.

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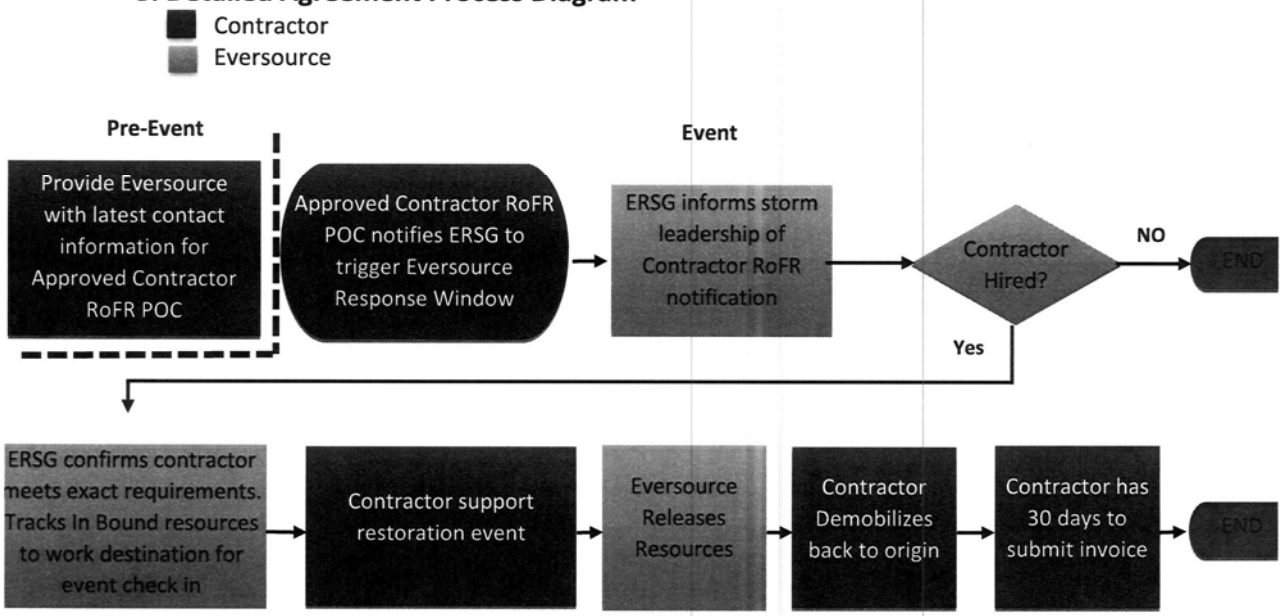
Eversource Energy Right of First Refusal (RoFR)
Statement of Work

5. Detailed Agreement Process Diagram



6. Agreement Responsibilities

This section articulates the roles and responsibilities of Holland Power Services Inc. (Contractor) and EVERSOURCE throughout the Agreement as specified in this SOW.

6.1 Contractor Responsibilities

Holland Power Services Inc. (Contractor) will be responsible for the following:

- Provide only crews and equipment asked and agreed to through confirmation email

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- Providing total (80) FTE Line workers
  - Within 24 hours: (40) Crews
  - Within 48 hours: (TBD #) Crews (all 40 crews / 80 FTEs through the RoFR can arrive within 24 hours)
- Provide updated approved Contractor RoFR POC Information to ERSG
- Notify ERSG of changes to approved Contractor RoFR POC
- Provide Contractor RoFR Notification when your resources are being requested by other IOUs, Contractor RoFR Notification must include:
  - IOU requesting the resources
  - Number they are requesting to secure
- Confirm the receipt of hiring notification formally triggering the three days of storm labor
- Ensure Contractor company name is displayed on vehicle door through signage or temporary magnetic sign for sub-contractors.
- File invoices using approved purchase order number provided by Eversource within 30-day post event demobilization

6.2 Eversource Responsibilities

EVERSOURCE will be responsible for the following:

- Provide Purchase Order Number for invoicing
- Make specific request for number and type of crews and equipment, I.E. Buckets, Diggers, off-road
- Approve or reject Contractor RoFR Notification within 2 hours of alert
- Provide documented detailed hiring letter upon Contractor RoFR Notification approval
- Provides start times and locations to crews
- Provide external field resource coordination representative to hired crews
- Guarantee three days of storm labor
- Provide all onboarding training and required event safety training upon storm hiring
- Provide pre-vent training as needed i.e., timesheet, roster, and software tool training as needed
- Provide exacting equipment and FTE requirements
- ERSG approves and or rejects equipment listed in roster

7. Training

- EVERSOURCE will provide incident on boarding briefings upon hiring to include roster, safety, and event specific on-board brief
- EVERSOURCE will provide training pre-event on timesheets, roster completion, invoicing, and event tools as needed

8. Communication Plan

- Holland Power Services Inc. will provide approved Contractor RoFR Point of Contact as the sole contact point to submit a Contractor RoFR Notification to the Eversource Resource Support Group

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- Eversource Resource Support Group will notify Eversource leadership of Contractor RoFR Notification and attain a response within 2 hours
- Eversource Resource Support Group will communicate approval or rejection of Contractor RoFR Notification
- If Hired Eversource Resource Support Group will provide Hiring Notification to Holland Power Services Inc.
- Holland Power Services Inc. will acknowledge hiring email and return required documentation to Eversource Resource Support Group

8.1 Agreement Governance

The primary points of contact between EVERSOURCE and Holland Power Services Inc. shall be the respective Eversource Sourcing Agent and identified agreement point of contact.

8.2 EVERSOURCE Agreement Personnel

The Agreement shall be staffed with a core agreement team. Additional personnel shall be assigned to work under the direction of the core team as required to effectively implement the solution(s).

Role	Skill Level
Contractor Leadership	Contractor leadership/Agreement Point of Contact
Approved Contractor RoFR Point of Contact	Contractor Response Coordination

8.3 EVERSOURCE's Resources

Role	Skill Level
Eversource Resource Support Group	Crew Hiring
Procurement Sourcing Agent	Agreement Management
Procurement Leadership	Procurement /Sourcing Agent
Emergency Preparedness Leadership	Emergency Preparedness Organizational Response and Management

8.4 Change Management Process

Changes in scope will be managed by a formal change management process that will address changes in scope, schedule, and dollars. Changes in scope will be subject to written approval by Eversource and Holland Power Services Inc. Contractor. The Parties may mutually agree to offset the requested scope addition with a corresponding scope reduction.

Any changes that may arise in agreement will be documented using a change order

REDACTED

Eversource Energy Right of First Refusal (RoFR)
Statement of Work

9. Term of the SOW

Three years, renewable for up to two more years exercised annually, subject to review and mutually agreeable amendments after the first Three months in each term

10. Rates

No upfront costs, with activated crews billed as agreed upon ERP rates between Eversource and Holland Power Services Inc. See the following for agreed upon ERP rates between Eversource and (Holland Power Services Inc. Contractor) for more details:

- **Cover Agreement Emergency Response Electric Utility Services and Response Commitment**

11. Out of Scope

Any change of direction not outlined in this scope of work pertaining to emergency response activation and hiring. Any additional emergency response work not listed in this SOW.

12. Assumptions

EVERSOURCE Energy makes the following pricing assumptions and clarifications in performing this work:

- All personnel being provided to Eversource are qualified in their role
- Holland Power Services Inc. (Contractor) will still be willing to provide emergency response work outside of RoFR agreement if Holland Power Services Inc. (Contractor) is not contacted by an IOU for an event, hence not trigging this RoFR agreement to take effect

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Appendix A

EVERSOURCE **CREW ROSTER** V7.91g Validate & Submit

Contractor Name

Contractor Contact Information

Contact Type	Contact Role Description	Name (First MI. Last)	Phone (xxx-xxx-xxxx)	Email
Company Contact	Contact supplying resources and Crew Roster on behalf of the company. Can be contacted with question			
Crew Contact	Person traveling with crews that Eversource can contact for crew status.			
Event Notifications	Person to receive event related notifications such as lodging and meals. (This can be the same person for Crew Contact)			

Leaving From: City	State	ETA (Date & Time): Month	Date	Year	Hour - Minute	AM/PM

Contractor Crew Details

Crew Type	Crew ID	First Name	MI	Last Name	Phone Number	Member Type	Lodging Needed	Lodging Room	Gender	Vehicle Type	Vehicle Plate	Supervisor Name	Supervisor Phone Number

REDACTED

SECONDARY SERVICES

SCHEDULE A =- Contractor Billing Rates - Labor					
EFFECTIVE DATE RANGE – Start: Aug 2, 2023 End: Aug 1, 2024					
Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.	**Travel/Standby Response Rate**	**ERW Straight Time Rate**	**ERW Rate for Holidays & Sundays**	**Travel per diem Lodging**	**Travel per diem Meals**
Lead Lineman	[redacted]				
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					
General Foreman					
Foreman					
Logistics					

REDACTED

PRIMARY SERVICES

SCHEDULE A =- Contractor Billing Rates - Labor

Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.

EFFECTIVE DATE RANGE

START: Aug 2, 2023 **END: Aug 1, 2024**

Title	ERW Straight Time Rate	Travel/Standby Response Rate	ERW Rate for Holidays & Sundays	Travel per diem Lodging	Travel per diem Meals
General Foreman	[redacted]				
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
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Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					
Logistics					

REDACTED

TRANSMISSION LINE RATES

SCHEDULE A =- Contractor Billing Rates - Labor					
Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.					
EFFECTIVE DATE RANGE					
START:		**END:**			
Title	**ERW Straight Time Rate**	**Travel/Standby Response Rate**	**ERW Rate for Holidays & Sundays**	**Travel per diem Lodging**	**Travel per diem Meals**
General Foreman					
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					

REDACTED

EQUIPMENT RATES

SCHEDULE A - Contractor Billing Rates - Equipment

Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for Equipment deployed upon Owner's request for the term of this Agreement.

EFFECTIVE DATE RANGE

START: Aug 2, 2023 **END: Aug 1, 2024**

Equipment	Rate	Travel Time Rate
1/2 ton pick-up truck 2 x 4	[redacted]	
1/2 ton pick-up truck 4 x 4		
10 Ton Trailer		
3/4 Ton Pick-up Truck - 4 wheel drive		
9 Ton 3x1 Trailer		
Air Compressor		
Air Compressor with Tools		
ATV with pull behind trailer		
Boom Truck		
Bucket - Squirt Boom		
Bucket Truck - 55 ML		
Bucket Truck - 55MH		
Bucket Truck - 65 ft		
Bulldozer - Small		
Compressor 850 CFM		
Digger (Corner Mounted)		
Digger Derrick		
Dump Truck		
Flatbed Truck		
Lift Gate Material Truck		
Material Trailer		
Pole Trailer		
Rack Truck - Large		
Rock Drill with truck		
Single Arbor Trailer		
Utility Truck - 1 Ton		
Wire Puller Tensioner		
Wire Trailer		
Mechanic Van		
Off Road Digger		

REDACTED

COVER AGREEMENT
EVERSOURCE ENERGY SERVICE COMPANY
AND
[I.B. Abel, Inc._]
FOR
EMERGENCY RESPONSE ELECTRIC UTILITY SERVICES AND RESOURCE COMMITMENT

This Cover Agreement for Emergency Response Electric Utility Services and Resource Commitment ("Agreement") dated as of **[August 16], 2023** (the "Effective Date"), combined with all other Agreement Documents identified below, constitutes the complete agreement (the "Agreement") between EVERSOURCE ENERGY SERVICE COMPANY, as agent for its affiliates ordering Emergency Response Work from Contractor ("Owner"), and **[I.B. Abel, Inc.]** ("Contractor"), an Incorporation with offices at York, PA, for Contractor's performance of Emergency Response Work (as defined below).

THE AGREEMENT INCLUDES THIS COVER AGREEMENT AND THE DOCUMENTS LISTED BELOW, WHICH ARE ATTACHED HERETO AND MADE A PART HEREOF, AND ALL OTHER DOCUMENTS REFERENCED IN SUCH DOCUMENTS.

- **Purchase Order/Contract (Excluding Terms and Conditions Printed on Reverse Side)**
- **Exhibit A: Emergency Response Work Pricing Schedule**
  - **Schedule A: Standby/Travel Rate Schedules (added to COC MSA Rate Schedules) for:**
    - **Primary Services**
    - **Secondary Services**
    - **Transmission Services**
    - **Equipment**
- **Exhibit B: Contractor of Choice Master Services Agreement ("COC MSA") between the Parties dated _____ and Rate Schedule (incorporated by reference)**
- **Exhibit C: Emergency Response Contractor Profile Form**
- **Appendix A: Eversource – External Crew Roster**

I. DEFINED TERMS; INTERPRETATION

Capitalized terms used in the Agreement have the meaning given in the applicable document forming a part of the Agreement, including the Pricing Schedule, as well as the COC MSA. For purposes of the Agreement, the definition of Equipment shall include all equipment and mobile equipment, including automobiles, trucks, vans, tractors, trailers, carts, flatbeds, and any other type of rolling stock provided by Contractor for use in the performance of Emergency Response Work. The terms "include(s)," "included" and "including," as well as any variations thereof, are used without limitation.

For purposes of this Agreement (consistent with COC MSA), the following capitalized terms shall have the meanings set forth below:

"Emergency" means any emergency event expected by Owner or declared by Owner (whether or not such event is declared an emergency by any governmental authority), including stormy weather or other adverse weather conditions that are forecasted to occur or have occurred, that causes, or may cause, damage, interruption, impact or unplanned outages to all or a portion of Owner's affiliates' utility systems. An Emergency does not constitute an event of Force Majeure under the Agreement.

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"Emergency Response Work" means Emergency-related Work to be provided by Contractor pursuant to each Emergency Response Work Release, as specified by Owner. Emergency Response Work is included within the definition of "Work".
"Emergency Response Work Protocols" means Owner's Emergency Response Work protocols and work standards, procedures and manuals, including Owner's Emergency Storm Restoration Safety Guideline provided to or made available to Contractor, as may be modified from time to time by Owner.

"Emergency Response Work Release" means each release for Emergency Response Work pursuant to an oral communication (i.e., by telephone or in person) or written (i.e., by email, fax or other documentation, in whatever form) issued and/or approved by Owner for Emergency Response Work, in each case under the Order, and in the form and on such terms determined by Owner in good faith. Contractor's commencement of Emergency Response Work awarded to it by Owner pursuant to each Release shall constitute Contractor's acceptance of all of the provisions of the applicable Release.

II. PRIORITY OF DOCUMENTS

Notwithstanding anything to the contrary set forth in the Agreement, if the provisions of this Cover Agreement are inconsistent with or conflict with the provisions of the COC MSA, the terms of this Cover Agreement shall control. If the COC MSA apply to this Agreement, Article 48 of the COC MSA is amended to provide that this Cover Agreement shall have second priority among the Contract documents, behind the Purchase Order (and any Emergency Response Work Releases thereunder) but greater priority than the Special Terms and Conditions (if any) and the other Contract documents. This Cover Agreement replaces the Right of First Refusal Retainer Agreement previously executed between Contractor and Eversource dated _____ which is hereby terminated.

III. TERM OF THE CONTRACT

The Contract shall be in effect for the periods specified in Purchase Order/ Contract, and shall be automatically renewed for successive one (1) year periods unless Owner notifies Contractor, in writing, at least sixty (60) calendar days before the end of the initial term or the end of any one (1) year renewal term, as the case may be, that Owner elects not to renew the Contract. Upon Owner's delivery of such non-renewal notice to Contractor, this Contract shall terminate at the end of the applicable term.

IV. SCOPE OF EMERGENCY RESPONSE WORK

Contractor shall perform and complete Emergency Response Work in accordance with the Agreement, including Owner's Emergency Response Work Protocols. Owner may require Contractor to perform Emergency Response Work in all or any part of Owner's service territories. Contractor's commencement of Emergency Response Work awarded to it by Owner pursuant to each Emergency Response Work Release shall constitute Contractor's acceptance of all of the provisions of the applicable Emergency Response Work Release. Contractor shall be solely responsible for all means, methods, techniques and procedures for Emergency Response Work.

V. CONTRACTOR RESOURCE COMMITMENTS AND EQUIPMENT INFORMATION; RESPONSE TIME

1. Contractor shall provide Owner with emergency contact information and other information requested by Owner from time to time and, simultaneously with execution of this Cover Agreement, shall complete the Emergency Response Contractor Profile Form attached hereto as Exhibit C ("Contractor Profile"). Contractor shall keep the information in the Contractor Profile current and promptly notify Owner of any changes to the Contractor Profile in writing or using automated processes that Owner may make available from time to time.

2. Contractor hereby provides Owner with a commitment and right of first refusal for crews/FTE's/Equipment (*including Equipment and support, as requested*) as follows:

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i. *Crews/FTEs :__20 crews / 55 FTE's____*
ii. *Equipment: __20 Buckets, 4 Diggers, Support & Ancillary Vehicles__*

3. The foregoing shall be called the Resource Commitment ("Commitment"). In advance of or during emergency or storm events or forecasts of hazardous weather, if Owner desires a Commitment, Owner will contact Contractor as soon as reasonably practicable and notify Contractor if Owner is activating this Agreement and the number of crews/equipment Owner needs, so that Contractor may deploy any resources that are committed to Owner that Owner requests. Owner agrees to pay the standby/travel rates set forth in the attached Rate Schedule until such crews/equipment are deployed and performing Work on Owner's facilities, after which the rate schedule set forth in the applicable COC MSA shall apply.

4. For any particular emergency or storm event, if Contractor receives a firm offer of work from another utility(s) that could impact the Commitment, Contractor will promptly contact the Owner's designated representative and advise Owner of the potential impact to the Commitment. Owner will have _2__ hours from notification to do one of the following:
   i. activate the crews/equipment reserved under the Commitment; or
   ii. release Contractor from the # of crews/equipment in the Commitment obligation impacted by the other customer's firm offer; or
   iii. work with Contractor to revise the Commitment for the particular event to a mutually agreeable smaller crew/equipment commitment number solely for the particular event at issue and release the remaining available crews to work for the other customer.

5. In the event that Owner does not exercise its rights to the Commitment under this Agreement and releases Contractor from all or a portion of the Commitment obligation impacted by the customer's firm offer and Contractor deploys such resources to provide Services to such other customer(s), upon completion of those Services for the other customer (and its affiliates, if applicable and requested by customer), the Commitment will apply to those resources when released by the other customer.

6. Upon Owner's request for crews under this Agreement, the Contractor will deploy the crews/equipment requested in accordance with Owner's schedule and provide the necessary paperwork to DHS (if applicable) with border crossing(s) approvals if applicable, as follows:

   i. The deployment phase shall include (#_5_____) of crews deployed to Owner's designated staging location within 12 hours of Owner's request for deployment.
   ii. Any remaining balance of crews will arrive in Owner's designated staging location within service territory within 24 hours of Owner's request.

7. Within two (2) hours after Owner's request for Contractor Crews and Equipment and information, Contractor will provide Owner with the requested information and coordinate with Owner for the deployment schedule for the Owner requested Contractor Crews and Equipment for Emergency Response Work. In addition to the Crews and Equipment subject to the Commitment, Contractor will also advise Owner any of any other available and qualified Contractor crews/equipment and if requested by Owner, provide such Contractor Crews and Equipment to Owner for Emergency Response Work.

8. If, prior to Owner's award of such Emergency Response Work to Contractor, the availability of Contractor Crews or Equipment changes, Contractor shall immediately notify Owner.

9. Contractor shall immediately confirm to Owner the amount of Contractor Crews and Equipment committed to such Emergency Response Work and provide the following information regarding the Contractor Crews and Equipment being mobilized:

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i. The number of persons available and the name, qualifications, job classification, local union affiliation and gender of each such person;
ii. The type and quantity of Equipment to be provided by Contractor;
iii. Crew information (number of crews, persons per crew, and type of Equipment assigned to each crew) Eversource – External Crew Roster (Appendix A) must be completed;
iv. The name and contact information for the on-site supervisor;
v. The name and contact information for the foreman of each work crew;
vi. The response time for mobilization of the Contractor Crews and Equipment to the Site or Owner-designated onboarding location; and
vii. Expeditiously mobilize the committed Contractor Crews and Equipment to the Site **or onboarding location designated by Owner** in accordance with the mobilization schedule specified by Owner. Contractor must notify Owner immediately if there will be any delay in deploying the requested Contractor Crews and Equipment, and in such event notify Owner in writing as to when such resources will be available and can be on Site for such Emergency Response Work;
viii. Provide at least one (1) supervisor for Contractor Crews, in addition to a foreman for each work crew; and unless defined differently in the Contract, crew will be regarded, for overhead distribution and primary, as one (1) bucket truck and two (2) qualified employees.
ix. Provide at least one English speaking crew member per crew who can translate for non-English speaking crew members.

10. In addition to complying with all other applicable provisions of the Contract, Contractor Crews performing Emergency Response Work shall:

    i. Be qualified and fit for duty (including no use of alcohol or illegal drugs, and no use of legal drugs that could adversely impact job performance).

    ii. Comply with all of Owner's Emergency Response Work Protocols; and

    iii. Not include Subcontractors or other third parties who are not employees of Contractor.

11. The Commitment means the Contractor agrees to provide the number of resources requested by Owner within the Commitment as prescribed in this Agreement to Owner for Emergency Restoration services for the length of the Emergency Restoration Event. Crews offered at Inquiry will remain available to Owner until released by Owner at the Contractor's request. In every instance Owner will determine the length of the Emergency Restoration Event.

12. The Owner retains ownership and salvage rights to all material. Return wire is to be cut up and placed in designated storage containers. Material deemed by the Owner representative as unsalvageable is to be disposed of by Contractor, at the Owner designated container.

13. Energized Conductors-The conductors involved in this contract may be energized at voltages up to 34.5kV, or higher if the Work issued involves transmission lines.

14. Terms of Engagement: All resources will remain on property until they are formally released by Owner's Management.

15. Inventory and Obtaining materials -The Contractor will sign for all material received. There will be a closing inventory when the job is completed. At no time will Contractor take any materials not authorized by the Owner representative. Contractor will be escorted to the stock area by a Owner representative.

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VI. MEALS AND LODGING

Unless otherwise agreed in advance and in writing by Owner and Contractor, Owner will provide meals, lodging and all necessary supplies and materials for the performance of Emergency Response Work (but not tools or safety equipment or clothing) for Contractor Crews performing Emergency Response Work while they are at the Site or Owner-designated onboarding site. If it is more efficient for Contractor Crews to obtain meals that are not Owner-provided, Owner shall, if Owner or the Owner's Representative has preapproved such alternative arrangement in writing, reimburse Contractor with no markup for the reasonable cost of such meals, provided that Contractor submits itemized and signed receipts covering such expenses. No additional mark ups are allowed.

If Owner assigns lodging for Contractor's crews and any of the Contractor crews decline to stay at their assigned lodging, then any alternative lodging procured by the Contractor for such crews will be at Contractor's own expense and will not be reimbursed. Any travel time for Contractor crews to get to such alternative lodging provided by Contractor shall not be billed to Owner and will not be reimbursed.

If Owner does not provide meals and lodging, Contractor shall be compensated for meals and lodging in accordance with the applicable per diem rates set forth in the Pricing Schedule during the periods that Contractor is compensated for Contractor Crews and Equipment at the applicable Travel Time Rates set forth in the attached Pricing Schedule.

VII. EQUIPMENT AND VEHICLES

Unless otherwise agreed to in advance and in writing by Owner and Contractor, all Contractor Crews will arrive at the Site or Owner-designated onboarding site fully equipped with all tools and equipment necessary and appropriate to properly, safely and diligently perform Emergency Response Work, including all Personal Protective Equipment (PPE) and all items that are required by OSHA, federal, state or Owner safety and health regulations, including enclosed space and/or confined space entry equipment, traffic control devices, and public safety protection.

Contractor Crews mobilized for Emergency Response Work shall use any and all field technology provided by Owner in connection with such work, including GPS and wireless communications equipment. Any tools or equipment provided by Owner to Contractor Crews, including any field technology (e.g. GPS, wireless communications equipment), shall be returned to Owner upon the completion of the Emergency Response Work or otherwise as directed by Owner. Contractor will be charged for any tools or equipment not returned to Owner and/or not in good working condition.

All vehicular Equipment provided by Contractor and used by Contractor Crews shall be fully equipped and comply with all applicable state and federal laws and regulations as well as applicable safety standards, including, to the extent applicable, ANSI 92.2 2009, requiring testing of vehicles with insulated vehicle-mounted elevating and rotating aerial devices. Commercial vehicles used for Emergency Response Work must be maintained in compliance with the Federal Motor Carrier Safety Regulations (FMCSR).

Contractor Crews driving commercial vehicles must be duly trained, licensed and qualified in compliance with all applicable laws and regulations, including FMCSR.

VIII. SCHEDULE

Contractor recognizes the critical nature of Emergency Response Work and the importance to Owner of Contractor's prompt response and diligent and timely completion of all Emergency Response Work, and accordingly, time is of the essence for Contractor's response to Owner's request for information, Contractor Crews and Equipment mobilization, Contractor performance of Emergency Response Work and meeting all of Contractor's obligations under the applicable provisions of the Contract. Emergency Response Work shall begin as specified in each Emergency

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Response Work Release, and shall end, when the Owner has released the Contractor from restoration work by the Owner's Representative. Contractor will return all material to the appropriate service center and provide completed signed time sheets.

Emergency Response Work shall be subject to any government agency mandated rest time.

IX. INVOICING AND PRICING TERMS

Contractor shall record its labor time and Equipment usage time on a daily basis using only the required timesheet form- the ERP Owner Contractor Storm Daily Time Sheet and Work Log (UNK-5008) and provide daily timesheets to the Owner's Representative for signature. Contractor shall invoice Owner upon completion of Emergency Response Work, unless such Emergency Response Work assignment extends beyond two (2) weeks, in which case Contractor may invoice Owner every two (2) weeks. Each invoice for Emergency Response Work submitted by Contractor shall be accompanied by the completed and Owner signed required time sheets and receipts for authorized expense reimbursement items for the applicable period that have been approved in writing by the Owner's Representative. Contractor shall comply with any and all reasonable requests made by Owner to expedite the invoicing process for Emergency Response Work, including the electronic submission of the completed ERP Owner Contractor Storm Daily Time Sheet and Work Log (UNK-5008) timesheets and expense receipts. Notwithstanding any conflicting provisions of the COC MSA, Owner shall process and pay each correct invoice for Emergency Response Work or provide written objections to all or any portion of each disputed invoice for Emergency Response Work within sixty (60) days after receipt by Owner. Likewise, with respect to Emergency Response Work, if Owner disputes a portion of an invoice submitted by Contractor, at Owner's request Contractor shall submit a revised invoice with current date for the undisputed amount and Owner shall pay such undisputed portion within sixty (60) days after receipt thereof.

For work performed with non-union labor, the Contractor agrees that such Work will be billed at non-union labor rates. If any work involves classifications not specifically set forth in the Pricing Schedule or requires any adjustments, such rates shall be submitted to Owner for approval prior to the start of work. The Contractor shall provide revised labor billing rate schedule for all labor classifications.

All Emergency Response Work shall be invoiced at the rates set forth in the Pricing Schedule. Contractor must use ERP Owner Contractor Storm Daily Time Sheet and Work Log (UNK-5008) to track time and submit completed forms in order to receive payment.

X. OWNER'S EMERGENCY RESPONSE WORK PROTOCOLS

Contractor and all Contractor Crews shall comply with all Emergency Response Work Protocols in effect at the time Contractor Crews perform Emergency Response Work, which may be found at www.eversource.com Eversource safety documentation will be provided during the on-boarding process.

XI. EXECUTION

This Cover Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Facsimile and portable document format (PDF) copies of signatures shall constitute original signatures.

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SIGNATURE PAGE TO THE COVER AGREEMENT between EVERSOURCE ENERGY SERVICE COMPANY and [I.B. Abel, Inc._____] for EMERGENCY RESPONSE ELECTRIC UTILITY SERVICES and RESOURCE COMMITMENT

IN WITNESS WHEREOF, the Parties hereby agree the terms and conditions described in the Cover Agreement are executed as of the Effective Date.

The Parties agree that the counterpart, facsimile or electronically reproduced signatures of the Parties are intended to authenticate this writing, and to have the same force and effect as manual signatures.

I.B. Abel, Inc.	Eversource Energy Service Company
(CONTRACTOR)	(OWNER)
NAME Chris Uhl Digitally signed by Chris Uhl DN: C=US, E=cuhl@ib-abel.com, O="I.B. Abel, Inc.", OU=Utility Services, CN=Chris Uhl Reason: I am approving this document Date: 2023.08.16 15:10:23-04'00'	NAME
PRINTED NAME Chris Uhl	PRINTED NAME _____
TITLE Utility VP	TITLE _____
DATE 08/16/2023	DATE _____

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EXHIBIT A
PRICING SCHEDULE

Unless otherwise agreed to in writing by Owner, all Emergency Response Work shall be performed on a time and equipment price basis (such rates, the "Emergency Response Work Rates").

1 For purposes of this Pricing Schedule, the following capitalized terms shall have the following definitions:

"District of Service Center "refers to a Owner location where Owner and Contractors staff work to support maintenance and restoration activities.

"Receiving Center" refers to the initial reporting location for registration and safety briefings.

"Staging Areas" temporary designated locations established throughout Owner service territory which may be used to issue materials, meals, equipment parking/storage, wet fueling, lodging, safety briefings and work assignments as needed.

"Emergency Response Rates for Equipment" are the agreed rates payable for Equipment from the commencement of applicable Emergency Response Work through the termination of such Emergency Response Work, excluding when the Contractor Crews are on rest time prior to the termination of such Emergency Response Work. Equipment Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for the term of this Agreement. If Owner provides any fuel to Contractor, Contractor shall reimburse Owner for such fuel costs and at Owner's option, Owner may either invoice Contractor for such fuel costs or the cost of such fuel may be deducted from Contractor's invoice amount for Emergency Response Work.

"Standby Rates apply to labor resources only"

"Emergency Response Working Rates for Labor" are the agreed labor rates set forth in the COC MSA payable from the commencement of applicable Emergency Response Work through the termination of such Emergency Response Work, excluding rest time during that Emergency Response Work. Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.

"Standby Retainer Fee" is the amount paid to Contractor each calendar day they are asked and agree to go on to Standby. Once the Contractor agrees to go on to Standby, the entire Standby Retainer Fee, originally agreed to, will be paid regardless of whether or not Contractor Crews are requested to mobilize that day. The Standby Retainer Fee is equal to 8 hours straight time for every 24 hour period on standby at the Emergency Response Rates for Labor for each Contractor Labor Resource who is listed on the Standby Roster for that Standby Request. Owner will not pay the Standby Retainer Fee for any Labor Resource listed on the Standby Roster of an event who is not provided by the Contractor for that event. Owner also will not pay the Standby Retainer Fee for any Labor Resource listed on the Standby Roster of an event who is not requested by the Owner. The Standby Roster must be provided to the Owner prior to the start of the Standby Request. The Standby Retainer Fee will not include the cost associated with any Contractor Equipment. Once the contractor is activated to mobilize the mobilization rates will apply and the Standby retainer Fee will not be in effect.

"Travel Time Rates for Equipment" are the rates in the attached Schedules payable for all Equipment for the period when Contractor Crews associated with such Equipment are being compensated at the Travel Time Rates for Labor, and includes all transit costs associated with the delivery of such Equipment for the performance of Emergency Response Work, and return to the location from which the Equipment was deployed.

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"Travel/Standby Response Rate" are the rates **in the attached Schedules** applicable for travel time expended by Contractor Crews located outside of Owner's service territory in which Emergency Response Work is to be performed, calculated based upon the following:

Reasonable time necessary to travel the distance from the Contractor Crews deployment location to the Site or onboarding site designated by Owner, as applicable; and

Reasonable time necessary to travel the distance from the Emergency Response Work completion location to the deployment origin of Contractor Crews.

2 Subject to the provisions of Section 4 (Rate Changes) of this Pricing Schedule, Contractor shall be compensated for Emergency Response Work performed in compliance with the Contract in accordance with the Contractor Billing Rates attached hereto as Schedule A.

3 Reimbursable Expenses: Unless otherwise agreed to in writing by Owner, all of Contractor's reimbursable expenses that are accounted for during mobilization and demobilization are at Travel per diem rates and Equipment rates as set forth per schedule A. Tolls with appropriate back up receipts will be paid as a pass thru. Contractors are not allowed to add markup for any expenses. In no event shall Owner reimburse Contractor for any expenses relating to tobacco products, alcohol, laundry, personal hygiene products or other non-Emergency Response Work-related personal expenses.

4 Rate Changes: The Contractor Billing Rates set forth in Schedule A shall be in effect for a minimum period of one year and shall not be subject to change until after the end date of the effective billing rates, as set forth in the applicable Pricing Schedule A attached hereto and as the same may be amended from time to time by mutual written agreement of the parties ("Effective Rate End Date"). If and when Contractor proposes to modify its then-applicable billing rates for the period subsequent to the Effective Rate End Date, Contractor shall provide Owner with proposed updated rates to be used for the period set forth in such proposal (which may not be for duration of less than one year). Such proposed revised billing rates shall be added to and incorporated into the Contract only upon written approval by Owner. Any dispute regarding proposed rate adjustments will be resolved in accordance with the dispute resolution process set forth in the COC MSA. In the event that Contractor does not make adjustments to its rates applicable to Emergency Response Work after the applicable Effective Rate End Date, then the last Emergency Response Work Rates on file with Owner shall be used by Owner to compensate Contractor for Emergency Response Work performed after such Effective Rate End Date. No changes to the billing rates for Emergency Response Work shall be effective unless and until approved by Owner in writing.

5 Travel/Mobilization:
Travel/Mobilization shall be defined as the time Contractor crews leave the Contractor's point of origin (staging area) and arrive at the Owner's designated location, including processing at Owner receiving center if required.

Mobilization
When crews Travel to a restoration event and are requested to stand-by at the contractor's base or hotel, travel hours are paid the Travel /Standby Time Rate as outlined for the job classification in Schedule A.

Mobilization to an activated restoration event with the execution of immediate work being conducted will be paid at the Emergency Response Working Rate in Schedule A. Equipment rate applies.

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Travel/Mobilization includes time for refueling, bathroom and food breaks and tolls. The Contractor shall submit estimated time of arrival at Owner using the Owner – External Crew Roster (Appendix A). Billing hours shall not exceed 10% of the original estimated time submitted to the Owner without an updated Owner – External Crew Roster. Any adjustments to original estimates shall require phone and written approval by the authorized agent of the Owner, and a revised Owner – External Crew Roster will be required. Estimates will be approved by Owner.

Time is of the essence; however Contractor is responsible for crew safety. Contractor shall notify Owner if they are unable to meet the estimated arrival time, for what reason, and if a new arrival time can be accepted.

Demobilization:
An official release will be issued by the Owner, exclusively. Demobilization includes notification of release by authorized Owner agent, debriefing by Owner field representative, unloading of materials and return to Contractor point of origin or release to other utility if requested. Prior to the authorized Owner representative formally releasing the Contractor, the Contractor will provide an estimate of Demobilization to the Owner Resource Management Representative.

Travel Rates will apply after demobilization.

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SECONDARY SERVICES

SCHEDULE A =- Contractor Billing Rates – Labor *Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement. See the COC MSA for Rates not covered below.*					
EFFECTIVE DATE RANGE					
START:			END: 12/31/2023		
Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement. See the COC MSA for Rates not covered below.	**Travel/Standby Response Rate**	**Working Rate**	**Sunday/Holiday Rate**	**Travel per diem Lodging**	**Travel per diem Meals**
Superintendent	[redacted]				
General Foreman					
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					
Storm Coordinator					

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PRIMARY SERVICES

SCHEDULE A =- Contractor Billing Rates - Labor *Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement. See the COC MSA for Rates not covered below.*					
EFFECTIVE DATE RANGE					
START:		END: 12/31/2023			
Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement. See the COC MSA for Rates not covered below.	**Travel/Standby Response Rate**	**Working Rate**	**Sunday/Holiday Rate**	**Travel per diem Lodging**	**Travel per diem Meals**
Superintendent	[redacted]				
General Foreman					
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					
Storm Coordinator					

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TRANSMISSION LINE RATES

SCHEDULE A =- Contractor Billing Rates - Labor					
Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement. See the COC MSA for Rates not covered below.					
EFFECTIVE DATE RANGE					
START:	**END: 12/31/2023**				
Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement. See the COC MSA for Rates not covered below.	**Travel/Standby Response Rate**	**Working Rate**	**Sunday/Holiday Rate**	**Travel per diem Lodging**	**Travel per diem Meals**
Superintendent	[redacted]				
General Foreman					
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					
Storm Coordinator					

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EQUIPMENT RATES

SCHEDULE A - Contractor Billing Rates - Equipment		
Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for Equipment deployed upon Owner's request for the term of this Agreement. See the COC MSA for Rates not covered below		
EFFECTIVE DATE RANGE		
START:	**END: 12/31/2023**	
Equipment	**Rate**	
Pick-Up	[redacted]	
Mechanic Truck		
Bucket Truck 40'-60'		
Digger Derrick 48'		
Material Trailer		
Pole Trailer		
Backyard Machine		
Mobile Storm Command Center		
UTV		
Track Bucket Truck		
Track Digger		

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EXHIBIT C
Owner Emergency Response Work - Contractor Profile Input Form

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Section	Data Field	Contractor Information
Contractor Information	Contracting Area	MA, CT, NH
	Service Provided	OH Distribution / Services
	Contractor Name	I.B. Abel, Inc.
	Contractor Address 1	2745 Black Bridge Road
	Contractor Address 2	
	Contractor City	York
	Contractor State	PA
	Contractor Zip	17406
Primary Contact Information	Last Name	Hernandez
	First Name	Donny
	Title	Operations Manager – Storm Division
	Office Phone	
	Mobile Phone	651-788-1694
	Alternative Phone	
	Fax	
	Email	dhernandez@ib-abel.com
Secondary Contact Information	Last Name	Uhl
	First Name	Chris
	Title	Utility Vice President
	Office Phone	
	Mobile Phone	717-599-1811
	Alternative Phone	
	Fax	
	Email	cuhl@ib-abel.com
Billing Contact Information	Last Name	Grimm
	First Name	Rachel
	Title	Senior Project Accountant
	Office Phone	
	Mobile Phone	717-680-0895
	Alternative Phone	
	Fax	
	Email	rgrimm@ib-abel.com
Resource Information	Deployment Location	Kearny, NJ
	Labor - Total head count	55
	Equipment - General description and quantity of equipment available (include fuel type requirements: gas, diesel, etc)	Bucket Trucks (diesel) – 20 Digger Derricks (diesel) – 4
	Crew size - number of persons & equipment per crew	2 qualified persons and a bucket, to exclude ancillary equipment and support personnel.
	How are crews managed?	Superintendent will manage on-site personnel and coordinate logistics from Outage Center.
	Are you available 24x7?	Yes
	If no, please specify hours of operation.	
	Comments	The numbers above are exclusively non-IOU and not included in our on system resources for Eversource.

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SECONDARY SERVICES

SCHEDULE A =- Contractor Billing Rates – Labor *Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement. See the COC MSA for Rates not covered below.*					
EFFECTIVE DATE RANGE					
START: 1/1/2024		**END: 12/31/2024**			
Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement. See the COC MSA for Rates not covered below.	**Travel/Standby Response Rate**	**Working Rate**	**Sunday/Holiday Rate**	**Travel per diem Lodging**	**Travel per diem Meals**
Superintendent	[redacted]				
General Foreman					
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					
Storm Coordinator					

REDACTED

PRIMARY SERVICES

SCHEDULE A =- Contractor Billing Rates - Labor ***Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement. See the COC MSA for Rates not covered below.***					
EFFECTIVE DATE RANGE					
START: 1/1/2024		**END: 12/31/2024**			
Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement. See the COC MSA for Rates not covered below.	**Travel/Standby Response Rate**	**Working Rate**	**Sunday/Holiday Rate**	**Travel per diem Lodging**	**Travel per diem Meals**
Superintendent	[redacted]				
General Foreman					
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					
Storm Coordinator					

REDACTED

TRANSMISSION LINE RATES

SCHEDULE A =- Contractor Billing Rates - Labor					
Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement. See the COC MSA for Rates not covered below.					
EFFECTIVE DATE RANGE					
START: 1/1/2024		**END: 12/31/2024**			
Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement. See the COC MSA for Rates not covered below.	**Travel/Standby Response Rate**	**Working Rate**	**Sunday/Holiday Rate**	**Travel per diem Lodging**	**Travel per diem Meals**
Superintendent	[redacted]				
General Foreman					
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					
Storm Coordinator					

REDACTED

EQUIPMENT RATES

SCHEDULE A - Contractor Billing Rates - Equipment		
Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for Equipment deployed upon Owner's request for the term of this Agreement. See the COC MSA for Rates not covered below		
EFFECTIVE DATE RANGE		
START: 1/1/2024	**END: 12/31/2024**	
Equipment	**Rate**	
Pick-Up	[redacted]	
Mechanic Truck		
Bucket Truck 40'-60'		
Digger Derrick 48'		
Material Trailer		
Pole Trailer		
Backyard Machine		
Mobile Storm Command Center		
UTV		
Track Bucket Truck		
Track Digger		

REDACTED

COVER AGREEMENT
EVERSOURCE ENERGY SERVICE COMPANY
AND
ICONIC POWER SYSTEMS US INC.
FOR
EMERGENCY RESPONSE ELECTRIC UTILITY SERVICES AND RESOURCE COMMITMENT

This Cover Agreement for Emergency Response Electric Utility Services and Resource Commitment ("Agreement") dated as of **September 14, 2022** (the "Effective Date"), combined with all other Agreement Documents identified below, constitutes the complete agreement (the "Agreement") between EVERSOURCE ENERGY SERVICE COMPANY, as agent for its affiliates ordering Emergency Response Work from Contractor ("Owner"), and **ICONIC POWER SYSTEMS US INC.** ("Contractor"), a Corporation with offices at **Buffalo (NY)**, for Contractor's performance of Emergency Response Work (as defined below).

THE AGREEMENT INCLUDES THIS COVER AGREEMENT AND THE DOCUMENTS LISTED BELOW, WHICH ARE ATTACHED HERETO AND MADE A PART HEREOF, AND ALL OTHER DOCUMENTS REFERENCED IN SUCH DOCUMENTS.

- **Purchase Order/Contract (Excluding Terms and Conditions Printed on Reverse Side)**
- **Exhibit A: Emergency Response Work Pricing Schedule**
  - **Schedule A(1) : ERW Rate Schedule for:**
    - **Primary Services**
    - **Secondary Services**
    - **Transmission Services**
    - **Equipment**
- **Exhibit B: General Terms and Conditions ("GTCs") Utility Services Rev 19 dated 01/21/20**
- **Exhibit C: Emergency Response Contractor Profile Form**
- **Exhibit D: Eversource Energy Right of First Refusal (ROFR) Statement of Work**
- **Appendix A: Eversource – External Crew Roster**

I. DEFINED TERMS; INTERPRETATION

Capitalized terms used in the Agreement have the meaning given in the applicable document forming a part of the Agreement, including the Pricing Schedule, as well as Utility Services General Terms and Conditions ("GTCs"). For purposes of the Agreement, the definition of Equipment shall include all equipment and mobile equipment, including automobiles, trucks, vans, tractors, trailers, carts, flatbeds, and any other type of rolling stock provided by Contractor for use in the performance of Emergency Response Work. The terms "include(s)," "included" and "including," as well as any variations thereof, are used without limitation.

For purposes of this Agreement (consistent with GTCs), the following capitalized terms shall have the meanings set forth below:

"Emergency" means any emergency event expected by Owner or declared by Owner (whether or not such event is declared an emergency by any governmental authority), including stormy weather or other adverse weather conditions that are forecasted to occur or have occurred, that causes, or may cause, damage, interruption, impact or unplanned outages to all or a portion of Owner's affiliates' utility systems. An Emergency does not constitute an event of Force Majeure under the Agreement.

REDACTED

"Emergency Response Work Protocols" means Owner's Emergency Response Work protocols and work standards, procedures and manuals, including Owner's Emergency Storm Restoration Safety Guideline provided to or made available to Contractor, as may be modified from time to time by Owner.

"Emergency Response Work Release" means each release for Emergency Response Work pursuant to an oral communication (i.e., by telephone or in person) or written (i.e., by email, fax or other documentation, in whatever form) issued and/or approved by Owner for Emergency Response Work, in each case under the Order, and in the form and on such terms determined by Owner in good faith. Contractor's commencement of Emergency Response Work awarded to it by Owner pursuant to each Release shall constitute Contractor's acceptance of all of the provisions of the applicable Release.

II. PRIORITY OF DOCUMENTS

Notwithstanding anything to the contrary set forth in the Agreement, if the provisions of this Cover Agreement are inconsistent with or conflict with the provisions of the GTCs, the terms of this Cover Agreement shall control. If the GTCs apply to this Agreement, Article 48 of the GTCs is amended to provide that this Cover Agreement shall have second priority among the Contract documents, behind the Purchase Order (and any Emergency Response Work Releases thereunder) but greater priority than the Special Terms and Conditions (if any) and the other Contract documents. This Cover Agreement replaces the Right of First Refusal Retainer Agreement previously executed between Contractor and Eversource dated September 14, 2022 which is hereby terminated.

III. TERM OF THE CONTRACT

The Contract shall be in effect for the periods specified in Purchase Order/ Contract, and shall be automatically renewed for successive one (1) year periods unless Owner notifies Contractor, in writing, at least sixty (60) calendar days before the end of the initial term or the end of any one (1) year renewal term, as the case may be, that Owner elects not to renew the Contract. Upon Owner's delivery of such non-renewal notice to Contractor, this Contract shall terminate at the end of the applicable term.

IV. SCOPE OF EMERGENCY RESPONSE WORK

Contractor shall perform and complete Emergency Response Work in accordance with the Agreement, including Owner's Emergency Response Work Protocols. Owner may require Contractor to perform Emergency Response Work in all or any part of Owner's service territories. Contractor's commencement of Emergency Response Work awarded to it by Owner pursuant to each Emergency Response Work Release shall constitute Contractor's acceptance of all of the provisions of the applicable Emergency Response Work Release. Contractor shall be solely responsible for all means, methods, techniques and procedures for Emergency Response Work.

V. CONTRACTOR RESOURCE COMMITMENTS AND EQUIPMENT INFORMATION; RESPONSE TIME

1. Contractor shall provide Owner with emergency contact information and other information requested by Owner from time to time and, simultaneously with execution of this Cover Agreement, shall complete the Emergency Response Contractor Profile Form attached hereto as Exhibit C ("Contractor Profile"). Contractor shall keep the information in the Contractor Profile current and promptly notify Owner of any changes to the Contractor Profile in writing or using automated processes that Owner may make available from time to time.

2. Contractor hereby provides Owner with a commitment and right of first refusal for crews/FTE's/Equipment (*including Equipment and support, as requested*) as follows:

   i. *Crews/FTEs :* ***50 / 100***
   ii. *Equipment:* ***As Requested***

REDACTED

3. The foregoing shall be called the Resource Commitment ("Commitment"). In advance of or during emergency or storm events or forecasts of hazardous weather, if Owner desires a Commitment, Owner will contact Contractor as soon as reasonably practicable and notify Contractor if Owner is activating this Agreement and the number of crews/equipment Owner needs, so that Contractor may deploy any resources that are committed to Owner that Owner requests. Owner agrees to pay the standby/travel rates set forth in the attached Rate Schedule until such crews/equipment are deployed and performing Work on Owner's facilities, after which the rate schedule set forth in the applicable GTCs shall apply.

4. For any particular emergency or storm event, if Contractor receives a firm offer of work from another utility(s) that could impact the Commitment, Contractor will promptly contact the Owner's designated representative and advise Owner of the potential impact to the Commitment. Owner will have 2 hours from notification to do one of the following:
    i. activate the crews/equipment reserved under the Commitment; or
    ii. release Contractor from the # of crews/equipment in the Commitment obligation impacted by the other customer's firm offer; or
    iii. work with Contractor to revise the Commitment for the particular event to a mutually agreeable smaller crew/equipment commitment number solely for the particular event at issue and release the remaining available crews to work for the other customer.

5. In the event that Owner does not exercise its rights to the Commitment under this Agreement and releases Contractor from all or a portion of the Commitment obligation impacted by the customer's firm offer and Contractor deploys such resources to provide Services to such other customer(s), upon completion of those Services for the other customer (and its affiliates, if applicable and requested by customer), the Commitment will apply to those resources when released by the other customer.

6. Upon Owner's request for crews under this Agreement, the Contractor will deploy the crews/equipment requested in accordance with Owner's schedule and provide the necessary paperwork to DHS (if applicable) with border crossing(s) approvals if applicable, as follows:

    i. The deployment phase shall include **30 crews** deployed to Owner's designated staging location within 12 hours of Owner's request for deployment.
    ii. Any remaining balance of crews will arrive in Owner's designated staging location within service territory within 48 hours of Owner's request.

7. Within two (2) hours after Owner's request for Contractor Crews and Equipment and information, Contractor will provide Owner with the requested information and coordinate with Owner for the deployment schedule for the Owner requested Contractor Crews and Equipment for Emergency Response Work. In addition to the Crews and Equipment subject to the Commitment, Contractor will also advise Owner any of any other available and qualified Contractor crews/equipment and if requested by Owner, provide such Contractor Crews and Equipment to Owner for Emergency Response Work.

8. If, prior to Owner's award of such Emergency Response Work to Contractor, the availability of Contractor Crews or Equipment changes, Contractor shall immediately notify Owner.

9. Contractor shall immediately confirm to Owner the amount of Contractor Crews and Equipment committed to such Emergency Response Work and provide the following information regarding the Contractor Crews and Equipment being mobilized:

    i. The number of persons available and the name, qualifications, job classification, local union affiliation and gender of each such person;
    ii. The type and quantity of Equipment to be provided by Contractor;

REDACTED

iii. Crew information (number of crews, persons per crew, and type of Equipment assigned to each crew) Eversource – External Crew Roster (Appendix A) must be completed;
iv. The name and contact information for the on-site supervisor;
v. The name and contact information for the foreman of each work crew;
vi. The response time for mobilization of the Contractor Crews and Equipment to the Site or Owner-designated onboarding location; and
vii. Expeditiously mobilize the committed Contractor Crews and Equipment to the Site **or onboarding location designated by Owner** in accordance with the mobilization schedule specified by Owner. Contractor must notify Owner immediately if there will be any delay in deploying the requested Contractor Crews and Equipment, and in such event notify Owner in writing as to when such resources will be available and can be on Site for such Emergency Response Work;
viii. Provide at least one (1) supervisor for Contractor Crews, in addition to a foreman for each work crew; and unless defined differently in the Contract, crew will be regarded, for overhead distribution and primary, as one (1) bucket truck and two (2) qualified employees.
ix. Provide at least one English speaking crew member per crew who can translate for non-English speaking crew members.

10. In addition to complying with all other applicable provisions of the Contract, Contractor Crews performing Emergency Response Work shall:

    i. Be qualified and fit for duty (including no use of alcohol or illegal drugs, and no use of legal drugs that could adversely impact job performance).

    ii. Comply with all of Owner's Emergency Response Work Protocols; and

    iii. Not include Subcontractors or other third parties who are not employees of Contractor.

11. The Commitment means the Contractor agrees to provide the number of resources requested by Owner within the Commitment as prescribed in this Agreement to Owner for Emergency Restoration services for the length of the Emergency Restoration Event. Crews offered at Inquiry will remain available to Owner until released by Owner at the Contractor's request. In every instance Owner will determine the length of the Emergency Restoration Event.

12. The Owner retains ownership and salvage rights to all material. Return wire is to be cut up and placed in designated storage containers. Material deemed by the Owner representative as unsalvageable is to be disposed of by Contractor, at the Owner designated container.

13. Energized Conductors-The conductors involved in this contract may be energized at voltages up to 34.5kV, or higher if the Work issued involves transmission lines.

14. Terms of Engagement: All resources will remain on property until they are formally released by Owner's Management.

15. Inventory and Obtaining materials -The Contractor will sign for all material received. There will be a closing inventory when the job is completed. At no time will Contractor take any materials not authorized by the Owner representative. Contractor will be escorted to the stock area by a Owner representative.

REDACTED

VI. MEALS AND LODGING

Unless otherwise agreed in advance and in writing by Owner and Contractor, Owner will provide meals, lodging and all necessary supplies and materials for the performance of Emergency Response Work (but not tools or safety equipment or clothing) for Contractor Crews performing Emergency Response Work while they are at the Site or Owner-designated onboarding site. If it is more efficient for Contractor Crews to obtain meals that are not Owner-provided, Owner shall, if Owner or the Owner's Representative has preapproved such alternative arrangement in writing, reimburse Contractor with no markup for the reasonable cost of such meals, provided that Contractor submits itemized and signed receipts covering such expenses. No additional mark ups are allowed.

If Owner assigns lodging for Contractor's crews and any of the Contractor crews decline to stay at their assigned lodging, then any alternative lodging procured by the Contractor for such crews will be at Contractor's own expense and will not be reimbursed. Any travel time for Contractor crews to get to such alternative lodging provided by Contractor shall not be billed to Owner and will not be reimbursed.

If Owner does not provide meals and lodging, Contractor shall be compensated for meals and lodging in accordance with the applicable per diem rates set forth in the Pricing Schedule during the periods that Contractor is compensated for Contractor Crews and Equipment at the applicable Travel Time Rates set forth in the attached Pricing Schedule.

VII. EQUIPMENT AND VEHICLES

Unless otherwise agreed to in advance and in writing by Owner and Contractor, all Contractor Crews will arrive at the Site or Owner-designated onboarding site fully equipped with all tools and equipment necessary and appropriate to properly, safely and diligently perform Emergency Response Work, including all Personal Protective Equipment (PPE) and all items that are required by OSHA, federal, state or Owner safety and health regulations, including enclosed space and/or confined space entry equipment, traffic control devices, and public safety protection.

Contractor Crews mobilized for Emergency Response Work shall use any and all field technology provided by Owner in connection with such work, including GPS and wireless communications equipment. Any tools or equipment provided by Owner to Contractor Crews, including any field technology (e.g. GPS, wireless communications equipment), shall be returned to Owner upon the completion of the Emergency Response Work or otherwise as directed by Owner. Contractor will be charged for any tools or equipment not returned to Owner and/or not in good working condition.

All vehicular Equipment provided by Contractor and used by Contractor Crews shall be fully equipped and comply with all applicable state and federal laws and regulations as well as applicable safety standards, including, to the extent applicable, ANSI 92.2 2009, requiring testing of vehicles with insulated vehicle-mounted elevating and rotating aerial devices. Commercial vehicles used for Emergency Response Work must be maintained in compliance with the Federal Motor Carrier Safety Regulations (FMCSR).

Contractor Crews driving commercial vehicles must be duly trained, licensed and qualified in compliance with all applicable laws and regulations, including FMCSR.

REDACTED

VIII. SCHEDULE

Contractor recognizes the critical nature of Emergency Response Work and the importance to Owner of Contractor's prompt response and diligent and timely completion of all Emergency Response Work, and accordingly, time is of the essence for Contractor's response to Owner's request for information, Contractor Crews and Equipment mobilization, Contractor performance of Emergency Response Work and meeting all of Contractor's obligations under the applicable provisions of the Contract. Emergency Response Work shall begin as specified in each Emergency Response Work Release, and shall end, when the Owner has released the Contractor from restoration work by the Owner's Representative. Contractor will return all material to the appropriate service center and provide completed signed time sheets.

Emergency Response Work shall be subject to any government agency mandated rest time.

IX. INVOICING AND PRICING TERMS

Contractor shall record its labor time and Equipment usage time on a daily basis using only the required timesheet form- the ERP Owner Contractor Storm Daily Time Sheet and Work Log (UNK-5008) and provide daily timesheets to the Owner's Representative for signature. Contractor shall invoice Owner upon completion of Emergency Response Work, unless such Emergency Response Work assignment extends beyond two (2) weeks, in which case Contractor may invoice Owner every two (2) weeks. Each invoice for Emergency Response Work submitted by Contractor shall be accompanied by the completed and Owner signed required time sheets and receipts for authorized expense reimbursement items for the applicable period that have been approved in writing by the Owner's Representative. Contractor shall comply with any and all reasonable requests made by Owner to expedite the invoicing process for Emergency Response Work, including the electronic submission of the completed ERP Owner Contractor Storm Daily Time Sheet and Work Log (UNK-5008) timesheets and expense receipts. Notwithstanding any conflicting provisions of Section 3.1 of the GTCs, Owner shall process and pay each correct invoice for Emergency Response Work or provide written objections to all or any portion of each disputed invoice for Emergency Response Work within sixty (60) days after receipt by Owner. Likewise, with respect to Emergency Response Work, if Owner disputes a portion of an invoice submitted by Contractor, at Owner's request Contractor shall submit a revised invoice with current date for the undisputed amount and Owner shall pay such undisputed portion within sixty (60) days after receipt thereof.

For work performed with non-union labor, the Contractor agrees that such Work will be billed at non-union labor rates. If any work involves classifications not specifically set forth in the Pricing Schedule or requires any adjustments, such rates shall be submitted to Owner for approval prior to the start of work. The Contractor shall provide revised labor billing rate schedule for all labor classifications.

All Emergency Response Work shall be invoiced at the rates set forth in the Pricing Schedule. Contractor must use ERP Owner Contractor Storm Daily Time Sheet and Work Log (UNK-5008) to track time and submit completed forms in order to receive payment.

X. OWNER'S EMERGENCY RESPONSE WORK PROTOCOLS

Contractor and all Contractor Crews shall comply with all Emergency Response Work Protocols in effect at the time Contractor Crews perform Emergency Response Work, which may be found at. www.eversource.com Eversource safety documentation will be provided during the on-boarding process.

XI. EXECUTION

This Cover Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Facsimile and portable document format (PDF) copies of signatures shall constitute original signatures.

REDACTED

SIGNATURE PAGE TO THE COVER AGREEMENT between EVERSOURCE ENERGY SERVICE COMPANY and ICONIC POWER SYSTEMS US INC. for EMERGENCY RESPONSE ELECTRIC UTILITY SERVICES and RESOURCE COMMITMENT

IN WITNESS WHEREOF, the Parties hereby agree the terms and conditions described in the Cover Agreement are executed as of the Effective Date.

The Parties agree that the counterpart, facsimile or electronically reproduced signatures of the Parties are intended to authenticate this writing, and to have the same force and effect as manual signatures.

Iconic Power Systems US Inc. (CONTRACTOR)		Eversource Energy Service Company (OWNER)	
NAME		NAME	[redacted]
PRINTED NAME	Jay Bruchet	PRINT NAME	
TITLE	President	TITLE	
DATE	September 14, 2022,	DATE	September 7, 2022

REDACTED

EXHIBIT A
PRICING SCHEDULE

Unless otherwise agreed to in writing by Owner, all Emergency Response Work shall be performed on a time and equipment price basis (such rates, the "Emergency Response Work Rates").

1 For purposes of this Pricing Schedule, the following capitalized terms shall have the following definitions:

"District of Service Center "refers to a Owner location where Owner and Contractors staff work to support maintenance and restoration activities.

"Receiving Center" refers to the initial reporting location for registration and safety briefings.

"Staging Areas" temporary designated locations established throughout Owner service territory which may be used to issue materials, meals, equipment parking/storage, wet fueling, lodging, safety briefings and work assignments as needed.

"Emergency Response Rates for Equipment" are the agreed rates payable for Equipment from the commencement of applicable Emergency Response Work through the termination of such Emergency Response Work, excluding when the Contractor Crews are on rest time prior to the termination of such Emergency Response Work. Equipment Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for the term of this Agreement. If Owner provides any fuel to Contractor, Contractor shall reimburse Owner for such fuel costs and at Owner's option, Owner may either invoice Contractor for such fuel costs or the cost of such fuel may be deducted from Contractor's invoice amount for Emergency Response Work.

"Standby Rates apply to labor resources only"

"Emergency Response Working Rates for Labor" are the agreed labor rates payable from the commencement of applicable Emergency Response Work through the termination of such Emergency Response Work, excluding rest time during that Emergency Response Work. Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.

"Standby Retainer Fee" is the amount paid to Contractor each calendar day they are asked and agree to go on to Standby. Once the Contractor agrees to go on to Standby, the entire Standby Retainer Fee, originally agreed to, will be paid regardless of whether or not Contractor Crews are requested to mobilize that day. The Standby Retainer Fee is equal to 8 hours straight time for every 24 hour period on standby at the Emergency Response Rates for Labor for each Contractor Labor Resource who is listed on the Standby Roster for that Standby Request. Owner will not pay the Standby Retainer Fee for any Labor Resource listed on the Standby Roster of an event who is not provided by the Contractor for that event. Owner also will not pay the Standby Retainer Fee for any Labor Resource listed on the Standby Roster of an event who is not requested by the Owner. The Standby Roster must be provided to the Owner prior to the start of the Standby Request. The Standby Retainer Fee will not include the cost associated with any Contractor Equipment. Once the contractor is activated to mobilize the mobilization rates will apply and the Standby retainer Fee will not be in effect.

"Travel Time Rates for Equipment" are the rates payable for all Equipment for the period when Contractor Crews associated with such Equipment are being compensated at the Travel Time Rates for Labor, and includes all transit costs associated with the delivery of such Equipment for the performance of Emergency Response Work, and return to the location from which the Equipment was deployed.

REDACTED

"Travel/Standby Response Rate" are the rates applicable for travel time expended by Contractor Crews located outside of Owner's service territory in which Emergency Response Work is to be performed, calculated based upon the following:

Reasonable time necessary to travel the distance from the Contractor Crews deployment location to the Site or onboarding site designated by Owner, as applicable; and

Reasonable time necessary to travel the distance from the Emergency Response Work completion location to the deployment origin of Contractor Crews.

2 Subject to the provisions of Section 4 (Rate Changes) of this Pricing Schedule, Contractor shall be compensated for Emergency Response Work performed in compliance with the Contract in accordance with the Contractor Billing Rates attached hereto as Schedule A.

3 Reimbursable Expenses: Unless otherwise agreed to in writing by Owner, all of Contractor's reimbursable expenses that are accounted for during mobilization and demobilization are at Travel per diem rates and Equipment rates as set forth per schedule A. Tolls with appropriate back up receipts will be paid as a pass thru. Contractors are not allowed to add markup for any expenses. In no event shall Owner reimburse Contractor for any expenses relating to tobacco products, alcohol, laundry, personal hygiene products or other non-Emergency Response Work-related personal expenses.

4 Rate Changes: The Contractor Billing Rates set forth in Schedule A shall be in effect for a minimum period of one year and shall not be subject to change until after the end date of the effective billing rates, as set forth in the applicable Pricing Schedule A attached hereto and as the same may be amended from time to time by mutual written agreement of the parties ("Effective Rate End Date"). If and when Contractor proposes to modify its then-applicable billing rates for the period subsequent to the Effective Rate End Date, Contractor shall provide Owner with proposed updated rates to be used for the period set forth in such proposal (which may not be for duration of less than one year). Such proposed revised billing rates shall be added to and incorporated into the Contract only upon written approval by Owner. Any dispute regarding proposed rate adjustments will be resolved in accordance with the dispute resolution process set forth in the GTCs. In the event that Contractor does not make adjustments to its rates applicable to Emergency Response Work after the applicable Effective Rate End Date, then the last Emergency Response Work Rates on file with Owner shall be used by Owner to compensate Contractor for Emergency Response Work performed after such Effective Rate End Date. No changes to the billing rates for Emergency Response Work shall be effective unless and until approved by Owner in writing.

5 Travel/Mobilization:
Travel/Mobilization shall be defined as the time Contractor crews leave the Contractor's point of origin (staging area) and arrive at the Owner's designated location, including processing at Owner receiving center if required.

Mobilization
When crews Travel to a restoration event and are requested to stand-by at the contractor's base or hotel, travel hours are paid the Travel /Standby Time Rate as outlined for the job classification in Schedule A.

Mobilization to an activated restoration event with the execution of immediate work being conducted will be paid at the Emergency Response Working Rate in Schedule A. Equipment rate applies.

REDACTED

Travel/Mobilization includes time for refueling, bathroom and food breaks and tolls. The Contractor shall submit estimated time of arrival at Owner using the Owner – External Crew Roster (Appendix A). Billing hours shall not exceed 10% of the original estimated time submitted to the Owner without an updated Owner – External Crew Roster. Any adjustments to original estimates shall require phone and written approval by the authorized agent of the Owner, and a revised Owner – External Crew Roster will be required. Estimates will be approved by Owner.

Time is of the essence; however Contractor is responsible for crew safety. Contractor shall notify Owner if they are unable to meet the estimated arrival time, for what reason, and if a new arrival time can be accepted.

Demobilization:
An official release will be issued by the Owner, exclusively. Demobilization includes notification of release by authorized Owner agent, debriefing by Owner field representative, unloading of materials and return to Contractor point of origin or release to other utility if requested. Prior to the authorized Owner representative formally releasing the Contractor, the Contractor will provide an estimate of Demobilization to the Owner Resource Management Representative.

Travel Rates will apply after demobilization.

REDACTED

SECONDARY SERVICES

SCHEDULE A =- Contractor Billing Rates - Labor					
EFFECTIVE DATE RANGE – Start: End:					
Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.	**Travel/Standby Response Rate**	**ERW Straight Time Rate**	**ERW Rate for Holidays & Sundays**	**Travel per diem Lodging**	**Travel per diem Meals**
Lead Lineman	[redacted]				
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					

REDACTED

PRIMARY SERVICES

SCHEDULE A =- Contractor Billing Rates - Labor *Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.*					
EFFECTIVE DATE RANGE					
START:		END:			
Title	ERW Straight Time Rate	Travel/Standby Response Rate	ERW Rate for Holidays & Sundays	Travel per diem Lodging	Travel per diem Meals
General Foreman	[redacted]				
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration	-	-	-		

REDACTED

TRANSMISSION LINE RATES

SCHEDULE A =- Contractor Billing Rates - Labor					
Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.					
EFFECTIVE DATE RANGE					
START:		**END:**			
Title	**ERW Straight Time Rate**	**Travel/Standby Response Rate**	**ERW Rate for Holidays & Sundays**	**Travel per diem Lodging**	**Travel per diem Meals**
General Foreman	-	-	-	[redacted]	
Foreman	-	-	-		
Lead Lineman	-	-	-		
Lineman	-	-	-		
7th Step Apprentice	-	-	-		
6th Step Apprentice	-	-	-		
5th Step Apprentice	--	-	-		
4th Step Apprentice	-	-	-		
3rd Step Apprentice	-	-	-		
2nd Step Apprentice	-	-	-		
1st Step Apprentice	-	-	-		
Heavy Equipment Operator	-	-	-		
Material Man	-	-	-		
Eq Oper/Field Mech A	-	-	-		
Driver Groundman	-	-	-		
Field Mechanic B	-	--	-		
Field Mechanic C	-	-	-		
Groundman - experienced	-	-	-		
Groundman - 1st Step	-	-	-		
Flagman	-	-	-		
Safety	-	-	-		
Administration	-	-	-		

REDACTED

EQUIPMENT RATES

SCHEDULE A - Contractor Billing Rates - Equipment		
Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for Equipment deployed upon Owner's request for the term of this Agreement.		
EFFECTIVE DATE RANGE		
START: **END:**		
Equipment	**Rate**	**Travel Time Rate**
1/2 ton pick-up truck 2 x 4	[redacted]	
1/2 ton pick-up truck 4 x 4		
10 Ton Trailer		
3/4 Ton Pick-up Truck - 4 wheel drive		
9 Ton 3x1 Trailer		
Air Compressor		
Air Compressor with Tools		
ATV with pull behind trailer		
Boom Truck		
Bucket - Squirt Boom		
Bucket Truck - 55 ML		
Bucket Truck - 55MH		
Bucket Truck - 65 ft		
Bulldozer - Small		
Compressor 850 CFM		
Digger (Corner Mounted)		
Digger Derrick		
Dump Truck		
Flatbed Truck		
Lift Gate Material Truck		
Material Trailer		
Pole Trailer		
Rack Truck - Large		
Rock Drill with truck		
Single Arbor Trailer		
Utility Truck - 1 Ton		
Wire Puller Tensioner		
Wire Trailer		

REDACTED

EVERSOURCE ENERGY
GENERAL TERMS and CONDITIONS
UTILITY SERVICES

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REDACTED

1. DEFINITIONS:

All capitalized terms used herein, or elsewhere in the Agreement, shall have the meanings ascribed to them in this Article 1, unless such terms are otherwise defined in the Agreement. The terms "include(s)", "included" and "including" are used without limitation.

1.1 ACCEPTANCE**:** The Owner's determination that the Contractor has completed the Work in compliance with the Agreement requirements and satisfied the requirements as applicable, in Article 11 "REQUIREMENTS FOR ACCEPTANCE"

1.2 AFFILIATE: Any company or other business entity that (i) controls, (ii) is controlled by or (iii) is under common control with a Party or its parent. A company or other business entity shall be deemed to control a company if it has the power to direct or cause the direction of the management or policies of such company or other business entity, whether through the ownership of voting securities, by contract, or otherwise.

1.3 AGREEMENT: The collective term used to describe all documents comprising each agreement between the parties for the Work, including the Order, General Terms and Conditions, the Exhibits and Attachments to the General Terms and Conditions, Special Terms and Conditions (if applicable). Specifications, any items specifically incorporated by reference and/or issued (including any document issued with respect to any change order, modification or amendment) or provided by Owner to Contractor in connection herewith, and any amendments to the foregoing agreed to in writing by the parties. If the Order that references this Agreement inadvertently also references standard terms, PO General Terms and Conditions Rev. 1 (04.02.15) ("PO GTCs"), such PO GTCs shall not apply or bind either party and shall be superseded by the terms of this Agreement.

1.4 BUSINESS DAYS**:** Any day other than Saturday, Sunday and days observed as legal holidays by the federal or state government applicable to the Owner's Site(s) of Agreement performance.

1.5 CONFIDENTIAL INFORMATION: Confidential and/or proprietary information of a party to this Agreement. Owner's Confidential information includes written, oral, or electronic information and Information containing personal financial information, employee or customer information, personally identifiable information, protected health information, proprietary information or any other information that Owner designates as confidential and desires to protect against unrestricted disclosure or competitive use, including business plans, marketing strategies, bidding activities, commercial, technical and performance information, contracts, financial Information, research documentation, information about investors or any company or individual with whom Owner does business, information considered by Owner to be a trade secret and/or of a commercially valuable and sensitive nature or information that may otherwise be deemed confidential by law or regulatory agency, including Information described in Section 34.9 "CONFIDENTIAL INFORMATION". The parties intend that the designation of Contractor's Information as Confidential Information shall be limited to non-public financial information and non-public information that has unique commercial value and was developed independently from the Work.

1.6 CONTRACTOR**:** The entity issued an Order by Owner.

1.7 CONTRACTOR'S REPRESENTATIVE**:** The individual identified by Contractor with authority to act on behalf of Contractor in performance of the Agreement.

1.8 CONTRACTOR RESOURCES: Contractor's and any Subcontractor's employees, contract employees, consultants, agents, and all other persons or entities employed by or under the control of Contractor or any Subcontractor.

1.9 DIRECT ACTUAL COSTS: Reasonable direct expenses actually incurred, supported with adequate documentation, to perform a task.

REDACTED

1.10 ENVIRONMENTAL LAWS: Shall mean all applicable laws and any administrative or judicial interpretations thereof relating to: (a) the regulation, protection or use of the environment; (b) the conservation, management, development, control and/or use of natural resources and wildlife; (c) the management, manufacture, possession, use, generation, transportation, treatment, storage, disposal, release, threatened release, abatement, removal, remediation, or handling of, or exposure to, any Hazardous Materials; or (d) noise.

1.11 EQUIPMENT: A specific component, part, system, or material provided by Contractor as a very minor aspect of the Work under the Agreement. As used in the Agreement and as the context requires, the term "equipment" includes the Equipment.

1.12 EVERSOURCE: Eversource Energy Service Company, a Connecticut corporation, for itself or as agent for its Affiliates, dba Eversource Energy

1.13 FINAL ACCEPTANCE: Owner's written acknowledgement, determined in its sole discretion, that Contractor has completed all or a specified portion, if required or contemplated by the Agreement, of the Work in accordance with the requirements of the Agreement.

1.14 FINAL PAYMENT: That payment to be made to Contractor by Owner after Final Acceptance.

1.15 HAZARDOUS MATERIALS: The collective term used to describe (a) any petrochemical or petroleum products, oil, waste oil, asbestos in any form that is or could become friable, urea formaldehyde foam insulations, lead-based oil paint and polychlorinated biphenyls; (b) any products, mixtures, compounds, materials or wastes, air emissions, toxic substances, wastewater discharges and any chemical, material or substance that may give rise to liability pursuant to, or is listed or regulated under, or the human exposure to which or the release of which is controlled or limited by applicable Environmental Laws; and (c) any materials or substances defined in Environmental Laws as "hazardous", "toxic", "pollutant', or "contaminant", or words of similar meaning or regulatory effect.

1.16 INFORMATION: All intellectual property, computer software and documentation, studies, data, reports, documents, designs, plans, drawings, calculations, test results, specifications, electronic communications and data, or other information, in whatever form or media. This includes any patents, trademarks, servicemarks, copyrights, or trade secrets or any devices, designs, methods, or written works developed or capable of being developed during the course of this agreement.

1.17 ORDER: The document issued by Owner for specific Work, which shall be a Purchase Order for any procurements by such Owner. Any PO GTCs that may be referenced in the Order shall be excluded from the Agreement to which these General Terms and Conditions are referenced or attached and are hereby deleted. Any additional or conflicting terms and conditions in Contractor's confirmation thereof, or Contractor's documentation, including invoices, are hereby expressly rejected and excluded from the Agreement, are inapplicable to the Agreement, shall not be considered part of the Order(s), and shall be of no force and effect.

REDACTED

1.18 OWNER: "Owner" shall mean Eversource or its affiliated company or companies listed in the "Furnish and Ship To" block on the face of the first page of the Purchase Order under which the Agreement is issued, or the Eversource Affiliate for which the Work has been ordered. Each Owner shall be solely responsible to Contractor for Work awarded on behalf of such Owner. No Eversource Affiliate that is not the Owner as to any particular Work awarded shall be jointly and severally liable for Owner obligations hereunder with respect to such Work.

1.19 OWNER'S REPRESENTATIVE: The individual(s) identified in Owner's Order with authority to act on behalf of Owner concerning the Agreement, or otherwise identified by the Owner in writing in the Agreement.

1.20 SCRAP: Used, obsolete, surplus, scrap or excess material or equipment resulting or arising from Work at a Site which material or equipment has been identified by Owner and/or Contractor as having potential commercial value.

1.21 SERVICES: A specific service furnished by or on behalf of Contractor under the Agreement and as part of the Work which may be directly performed on, or pertain to, Owner's utility equipment. Such Services may include the following services: design, engineering, technical, consulting, construction; preparation and/or compilation of Information; procurement grounds keeping, property maintenance, repair, inspection, supervision; supply, transportation, installation, startup, testing of materials and equipment; the supply of labor; and any other services to be performed as specified in the Agreement.

1.22 SITE: The location at which the Work is to be performed. The Site can include Owner's property, Owner rights of way, or other property not owned by Owner where Work is to be performed.

1.23 SPECIAL TERMS AND CONDITIONS: The Special Terms and Conditions, if any, attached hereto and made a part of the Agreement.

1.24 SPECIFICATIONS: The Work requirements, specifications or technical specifications, which may include instructions, scope or statement of work, written requirements for materials, equipment, construction, systems, standards, Information and workmanship for the Work and performance of Services, as provided, supplemented or revised from time to time by Owner.

1.25 SUBCONTRACTOR**:** Any subcontractor, licensor or supplier, at any tier, who furnishes materials, supplies, equipment, facilities and/or Services to Contractor to meet Contractor's obligations to perform Work under the Agreement.

1.26 WORK: The terms used to describe collectively, all equipment, materials, Information and Services, as referenced in the Agreement documents, and all related duties, obligations and responsibilities undertaken or required to be undertaken by Contractor under the Agreement.

2. CONTRACTOR'S BILLING RATES.

Whenever Contractor performs Work on a time and materials basis (including Work performed as a change or addition to the scope of Work described in the Agreement) Contractor shall be compensated at the billing rates set forth in the Order. Any adjustments to billing rates that are in compliance with Agreement terms must be provided to Owner for review in the form of a new rate schedule in advance of any invoicing based on such new rates. Owner may reject any invoices using billing rates that are inconsistent with Owner's current rate schedule on file.

REDACTED

3. TERMS OF PAYMENT.

3.1 Owner shall pay all undisputed charges indicated in properly itemized and supported invoices for Work performed by Contractor and Accepted by Owner in accordance with the terms of the Agreement, within thirty (30) days after receipt of invoice by Owner. If Owner disputes a portion of an invoice, at Owner's request Contractor shall submit a revised invoice for the undisputed amount and Owner shall pay such undisputed portion within thirty (30) days after receipt thereof. Upon Owner's request, Contractor shall provide documentation regarding un-vouchered liabilities including, a) the estimated dollar amount of all Work performed but not invoiced for that month or previous months, and b) any invoice submitted but not yet paid. Documentation must include Owner's Order number and, if applicable, release number.

3.2 Contractor must invoice for Work in a timely fashion and within the period specified by Owner. Subject to Owner's invoicing instructions, Contractor shall issue its final invoice Owner within one hundred eighty (180) days of the completion of the Work being invoiced

3.3 Each invoice shall (a) be certified in writing as correct by Contractor's Representative; (b) be itemized (with reasonable detail) to fully describe each element of cost charged to Owner and any negotiated early payment discounts and (c) if applicable, contain a certification acceptable to Owner to the effect that all Subcontractors have been paid in full for completed Work as reflected in the immediately preceding invoice. For time and material Work, Contractor shall bill in accordance with Owner's billing instructions.

3.4 Owner may withhold payment of all or part of any invoice to such extent as may be necessary to protect itself from loss caused by: (a) defective Work not remedied; (b) claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor and/or Owner in connection with the Work; (c) failure of Contractor to make payments properly to Subcontractors for material, equipment or labor; (d) reasonable indication that the unpaid balance is insufficient to cover the cost to complete the Work; (e) reasonable indication that the Work will not be completed within the Agreement schedule; (f) unsatisfactory performance of the Work by Contractor; (g) failure of Contractor to perform any of its obligations under theagreement; or (h) failure of Contractor to pay any amounts due Owner. Owner shall notify Contractor of the grounds for any withholding, and when the above grounds are removed, or Contractor provides performance assurance satisfactory to Owner that will protect Owner for the amount withheld, payment will be made of the amounts withheld. When deemed reasonable by Owner, Owner may use such funds to rectify the situation causing the withholding of funds.

3.5 To the extent permitted by law, Owner shall have the right to set-off against any sums due Contractor under the Agreement any claims Owner may have against Contractor under the Agreement or under any other Agreement between Owner and Contractor, or that Owner may otherwise have against Contractor without prejudice to the rights of the parties with respect to such claims. In the case of Work incorrectly performed or incomplete, an equitable deduction from the Agreement price may be made.

3.6 Except for Work performed at a fixed price, Contractor shall make available to Owner during the Work and for a period of three (3) years following Final Acceptance of all Work, all source documents necessary to verify the elements of all billable charges, including: each worker's name, charge classification, and hours worked; computer usage summaries; and original documentation of all reimbursable expenses (e.g. receipts for travel, business expense and employee expense). Upon five (5) business days prior notice by Owner, this information shall be available for audit by Owner during normal business hours, at Contractor's principal office or at any other location agreed to by the parties.

REDACTED

3.7 **THIS SECTION IS APPLICABLE ONLY TO WORK INCLUDING CONSTRUCTION RENOVATION OR REHABILITATION OF REAL PROPERTY IN CONNECTICUT**: In addition to the requirements set forth in Section 3.3, each invoice that includes Agreement changes shall include a statement showing the status of all pending change orders and approved changes to the original Agreement (such statement shall identify the pending change orders and shall include the date such change orders were initiated, the costs associated with their performance and a description of any Work completed). For time and material Work, Contractor shall bill in accordance with Owner's billing instructions. Contractor shall pay any amounts due any Subcontractor for such Work furnished, in compliance with applicable laws including C.G.S. Section 42- 158j.

3.8 RESERVED.

4. TAXES.

4.1 Taxes on Owner's Purchases from Contractor. Contractor's price(s) and any Billing Rates that apply under the Agreement include all tariffs, imports or similar duties but exclude any and all present and future Federal, state, county, municipal or other jurisdiction's sales, use, excise or other taxes that may apply to the Work and Owner's purchase of the Work and any applicable present and future Federal, state, county, municipal or other jurisdiction's sales, use, excise or other taxes shall be included in invoices and separately identified and itemized. The owner shall provide any applicable tax exemption certificates to the Contractor upon the Contractor's request.

4.2 Taxes on Contractor's Purchases. If Owner informs Contractor that Owner has a tax exemption certificate or a direct pay permit that applies to a specified portion of the Work, Contractor shall notify its Subcontractors and suppliers that their Services performed for, or materials supplied for Contractor's use as part of the specified "tax exempt portion" or "direct pay portion" of the Work are either exempt from sales and use taxes or Owner pays such taxes directly. Consequently, these Subcontractors and suppliers should not collect such taxes from Contractor and Contractor's prices and Billing Rates to Owner should reflect such tax exemption or Owner's direct payment on Contractor's purchases from Subcontractors and suppliers for the tax exempt or direct pay portion of the Work. Subcontractors and suppliers providing Services or materials and/or equipment for any portions of the Work that are neither tax exempt nor direct pay shall apply any normally applicable sales or use taxes to such "normal tax" portions of the Work and Contractor's prices and Billing Rates will be deemed to include any and all applicable taxes on such normal tax portions of the Work. If Owner does not inform Contractor that it has a tax exemption certificate or a direct pay permit that applies to a portion of the Work, Contractor should presume that its purchases from Subcontractors and suppliers associated with the Work are subject to any applicable sales and/or use taxes on such purchases and Contractor will be deemed to have included any and all applicable taxes on its purchases from Subcontractors and suppliers in the prices and Billing Rates stated in the Agreement provided that any Billing Rates using markup percentages will not apply to taxes paid for such purchases.

4.3 Income, Property and Payroll Taxes. Notwithstanding any provision of the Agreement, Owner shall not be required to pay or reimburse Contractor for any taxes levied against Contractor's income, property or payroll.

4.4 Non-Resident Tax Bonds. If required by applicable law, Contractor and all Subcontractors shall provide to Owner a certificate of compliance with the non-resident contractor bonding provisions applicable to the Work. Contractor shall furnish such certificate to Owner in the case of (i) Contractor, no later than the earlier to occur of thirty (30) days after the effective date of the Agreement, or the date of commencement of the Work, and (ii) each Subcontractor, within the earlier to occur of thirty (30) days after Contractor's retention thereof, or the date of commencement of the Work under such subcontract. Absent such certificates, Owner shall be entitled to withhold amounts otherwise due to Contractor hereunder in accordance with applicable law.

REDACTED

5. CHANGES AND ADDITIONS.

5.1 Either party may request changes or additions to the Work by submitting a written request to the other. Changes requested by Contractor shall not, however, be implemented until approved in writing by Owner. All changes shall be made in accordance with approved Owner procedures included in the Agreement documents or otherwise provided to Contractor.

5.2 Owner shall have the right to require Contractor to delete from, change or add to the Work, in each case to the extent that any such deletions, changes, additions or other alterations are of the character described in the scope of Work, and to the extent such deletions, changes or additions are within the general expertise of Contractor Resources performing the Work. If such deletions, changes or additions are scheduled to be completed by or within six (6) months following the then-scheduled completion date for the Work as specified in the Agreement, such Work shall be performed at Contractor's time and material rates in effect for the Agreement, unless the parties agree in writing to another method of compensation.

5.3 If a deletion, change or addition will increase or decrease the cost or time required to complete the Work, the party requesting the change or addition will set forth in its request the appropriate adjustment to compensation or completion deadlines. Written acceptance by the party receiving the request for change or addition shall be a binding resolution between parties of the issues set forth in the request.

5.4 At no time shall the Work be delayed by Contractor due to a dispute between the parties concerning the cost or time required to accomplish a deletion, change or addition requested by either party.

5.5 Contractor shall not commence or undertake any portion of any Work for which it contends that any extra compensation or schedule adjustment is or will be owed or due or payable, without prior written authorization from Owner, and such authorization shall be required for payment of any extra compensation to, or adjustment of any schedule requirement for the benefit of, Contractor. In all instances, Contractor shall orally notify the Owner's Representative of any circumstances that could result in a change in the scope of the Work (or a claim therefor) as soon as possible after the occurrence of the event or incident, and in writing within twenty-four (24) hours after such occurrence. Thereafter, Contractor shall submit to Owner appropriate detailed supporting documentation, justifying the basis for the claim, within ten (10) Business Days after the date of the event or incident giving rise to such claim. Without relieving Contractor of its obligations hereunder, any claims by Contractor for increased compensation or extension of completion deadlines shall be irrevocably waived and released unless Contractor provides such immediate oral notice and twenty-four (24) hour written notice and thereafter submits such detailed supporting documentation for the claim to Owner within such ten (10) Business Day period.

5.6 RESERVED.

6. INFORMATION.

6.1 If Contractor is required to provide Information, complete and accurate Information shall be submitted in sufficient time for review and approval by Owner prior to starting Work affected by such documents. All equipment and material shall conform to the details shown on Information approved by Owner.

6.2 Once Information has been approved by Owner, Contractor shall not make any changes in Information without the prior written approval of Owner.

REDACTED

6.3 It is the obligation of the Contractor to review and evaluate the Specifications, and to promptly provide written notice to the Owner of any errors, omissions or discrepancies that the Contractor discovers. Contractor shall immediately notify Owner and request additional instruction in writing whenever Owner-provided Information is found to be unclear, incorrect or conflicting. Contractor shall not undertake any Work based upon such Information until such discrepancy has been resolved by Owner. The Contractor shall not proceed with uncertainly, and any cost incurred that could reasonably have been avoided through timely correction of the Specifications shall be the responsibility of the Contractor.

6.4 Preliminary, certified for manufacture, or certified for construction and as-built drawings shall be submitted to Owner for approval in the form requested by Owner. Any drawing shall be produced in accordance with any Specifications and acceptable industry practices and shall be legible such that Owner is able to clearly distinguish all characters and lines.

6.5 For Work that includes Information that is not prepared exclusively and solely for Owner, Contractor shall retain title to any such Information (excluding any portion thereof that contains Owner's Confidential Information) that is subject to Contractor's patents, copyrights, trademarks, service marks, intellectual property rights or proprietary interests provided that Owner shall have unrestricted and non-exclusive rights and license to use such Information. For Work that includes Information that is prepared exclusively and solely for Owner, all such Information is the proprietary Information of Owner and shall be subject to the requirements applicable to Owner's Confidential Information as set forth in Article 34 "CONFIDENTIAL INFORMATION" herein, whether or not each such document is so identified.

6.6 Contractor shall be responsible for the completeness and accuracy of the Information it provides and shall correct, at its expense, all errors or omissions therein. Without limitation of any and all other rights and remedies available to Owner, the reasonable cost necessary to correct matters attributable to such errors shall be chargeable to Contractor.

6.7 Contractor shall provide Owner with all Information necessary for Owner's use and understanding of the Work and the installation, operation, maintenance and repair thereof, and to allow Owner to satisfy any legal process, or any filing or disclosure requirement required under law or regulation or requirement of a governmental body. Except for Information deemed to be proprietary to Contractor under the terms of the Agreement, and except as set forth in this Article 6, all Information supplied or delivered to Owner pursuant to the Agreement shall be the property of Owner. Contractor may retain for its records only, copies of any Information furnished to Owner, and unless otherwise agreed to by the parties, shall treat such Information in accordance with the requirements applicable to Owner's Confidential Information.

6.8 Contractor shall keep such full and detailed accounts for proper financial management under this Agreement as Owner may reasonably request. Contractor shall also promptly provide other information, copies of such reports, and other information reasonably requested at no cost to Owner.

6.9 The interpretation of the Specification shall rest with the Owner's Representative, whose decision in any matter shall be final and binding, subject to the dispute resolution provisions of this Agreement. The Specifications are intended to state in general what is required for the Work, and the omission of minor details shall not operate to relieve the Contractor from the obligation to provide all things necessary for the completion in proper working order of the entire Work outlined therein in accordance with the best construction or industry practices.

REDACTED

7. ELECTRONIC DELIVERY OF INFORMATION.

Owner and/or Contractor may agree to exchange business data or information electronically using a point-to-point connection or a value-added network either directly or through a third party E-Business provider (collectively, "E-Business"). The parties recognize and agree that the electronic transmission of information, including attachments, and access to E-Business systems by Owner employees, cannot be guaranteed to be secure from third party interception, error free or free from viruses or other damaging computer code, and that such information could be intercepted, corrupted, infected, lost, destroyed or incomplete, or otherwise be adversely affected during transmission or harmful to the recipient's computer system. Owner and Contractor have each taken steps within their organization to reduce the foregoing risk, consistent with the industry practices; however, there can be no assurance that outgoing E-Business is free of the foregoing faults or that engaging in E-Business will not create any harm to electronic systems. If Contractor agrees to transmit information or documents relating to this Agreement using E-Business, Contractor shall be deemed to have accepted and be bound by the terms of this Agreement.

8. DELAYS.

8.1 Schedule Commitment/Notice of Delay. This is of the essence with respect to the performance of the Work. Each party shall give the other prompt written notice of any circumstances that may delay performance of the Work including any Force Majeure (as defined in Section 9.1). Contractor shall notify Owner's Representative of any such circumstance orally as soon as possible after such circumstance occurs and in writing within twenty-four (24) hours after the occurrence of such circumstance. Contractor shall record the cause of any resulting delay and the time lost in its reports and in its time sheets and shall submit such reports and time sheets to Owner's Representative.

8.2 Delays in Performance for Reasons Other Than Force Majeure.

8.2.1 Owner may at any time request Contractor to delay performance of all or any portion of any Work to be provided under the Agreement. Contractor shall use its best efforts to accommodate such delay. However, if Contractor is unable to accommodate all or a portion of Owner's request, it shall notify Owner in sufficient time for Owner to take alternative measures, including directing Contractor to place the affected Work or portion thereof, including any equipment, materials or supplies, in storage at a site authorized by Owner.

8.2.2 RESERVED.

8.2.3 If Work or any portion thereof is ready for performance, or shipment, but performance or shipment is delayed beyond the scheduled performance or shipment date by Owner, the parties will adjust the payment schedule accordingly and for any Direct Actual Costs resulting from such delays, use good faith efforts to negotiate a change order to address such cost.

8.2.4 Contractor shall use best efforts to complete the Work in accordance with the Work schedule. If the Work falls behind schedule due to acts or omissions of Contractor or any Contractor Resources, Contractor shall, at its sole cost and expense, use its best efforts to restore the Work to schedule, including placing Contractor Resources on extended working hours, assigning additional resources to the Work, and establishing expedited, priority treatment for the provision of Services, necessary to complete the Work within the time set forth in the Agreement.

REDACTED

8.3 Off-Site Delays. If Work at an off-Site facility is delayed by either party, the other party shall be entitled to compensation for its documented direct, actual costs for each such period of delay.

8.4 Limitation of Liability for Delay Damages at Site. The parties agree to limit liability for damages incurred by delays at a Site as follows:

8.4.1 At any point after Owner orders Contractor to start the Work, Contractor's delay shall be deemed to commence when the Work location or Work site becomes available for the Contractor's performance of Work but the Contractor, in whole or in part, does not perform the Work, and such delay shall be deemed to cease when the Contractor resumes Work performance in accordance with the Agreement terms. For delays caused by Contractor, Owner shall be compensated for its actual costs to accommodate or mitigate the impact of each Contractor delay.

8.4.2 At any point after Owner orders Contractor to start the Work, Owner's delay shall be deemed to commence when Contractor Resources are able to be present at the Work location and able to perform the Work but are prevented by the Owner from performing such Work and such delay shall be deemed to cease when Owner no longer prevents such performance. In the event of a delay requested by Owner, or a delay caused solely by Owner's negligence, to the extent Contractor has incurred labor costs caused by such delay, Contractor shall be compensated pursuant to Section 8.4.3.

8.4.3 The duration of delay shall be computed in increments of one (1) hour. Compensation for each party's direct labor costs shall be made only to the extent that a party actually incurs direct labor costs, if any. The delayed party shall use commercially reasonable efforts to minimize the costs it incurs for each delay by rescheduling its activities, redeploying its work force, or by other appropriate action. The parties shall consult at least weekly concerning delays, Contractor shall provide Owner with documentation relating to such delay as requested by Owner, and Owner shall maintain a log of each party's delay. Compensation for delay shall be made at the completion and Acceptance of the Work by determining the total number of hours of delay for each party, and subtracting the lesser number of hours from the greater to establish the party with a delay balance. Contractor shall be compensated for the lesser of (i) its delay balance or (ii) the number of working hours (not to exceed eight (8) hours per day) the Work is delayed beyond the scheduled completion date due to the request of Owner, or the sole negligence of Owner.

8.4.4 Contractor shall not be compensated for delay time unless it provides written notice of such delay to Owner within the period specified in this Article.

9. FORCE MAJEURE.

9.1 Neither party shall be liable to the other for loss or damage resulting from any delay or failure of a party to perform its contractual obligations due to conditions or circumstances which are beyond that party's control, including: acts of God; war; acts of a public enemy; riot; civil commotion, sabotage; Federal, state or municipal action, inaction or regulation; strikes or other labor troubles (excluding those involving such party's employees); fire; flood; accidents; epidemics; quarantine restrictions; embargoes; damage to or destruction in whole or in part of office equipment or manufacturing plant, to the extent such facilities are necessary to proper performance of the party's obligations under any Agreement and alternate facilities are not reasonably available; and inability to obtain raw material, labor, fuel or supplies; provided however, that such failure or delay is not caused by that party's failure to satisfy its obligations under the Agreement or could not have been prevented by reasonable precautions taken by the non-performing party or could not reasonably be circumvented by the non-performing party through the use of alternate sources or plans or other means.

9.2 Force majeure shall extend the time for Contractor's performance to the extent such condition directly affects completion of Work. Contractor shall use its best efforts to reschedule its Work to mitigate the effect of such condition and to eliminate such condition as soon as possible. If the Work falls behind

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schedule due to a Force Majeure, Owner may direct Contractor to accelerate the Work by whatever means Owner may deem necessary, including subcontracting Work or working additional hours or shifts, and Owner shall pay Contractor for the agreed Direct Actual Costs incurred by Contractor in connection with any such directed acceleration.

9.3 Neither this Article nor any other provision of the Agreement shall excuse the non-performance or delayed performance of Contractor due to any failure of the Contractor to prepare for the Work or commercial impracticability experienced by Contractor, including market changes, increased costs or insufficient money.

10. INSPECTION.

10.1 Contractor shall advise Owner in writing of each location where Work is being performed, or where materials are being stored, or prepared for use under the Agreement, in each case, reasonably in advance of conducting such Work to allow Owner to witness or inspect the same. Contractor shall, on behalf of itself and its Subcontractors, provide unrestricted access to such locations for inspection of Work.

10.2 Contractor shall provide Owner timely notice of the date of all tests affecting the Work, and provide test results promptly to Owner. Owner shall have the right to inspect the status of all Work at the facilities of Contractor and its Subcontractors, as well as at the Site. Such inspections shall be conducted upon reasonable advance notice to, and during the working hours of Contractor Resources. Such general inspection rights are in addition to, and not in limitation of, any and all inspection and testing rights of Owner set forth in the Agreement. Owner's approval of Work shall in no way reduce or modify Contractor's obligations to meet performance and other requirements of the Agreement. By such approval, Owner in no way assumes any part of Contractor's responsibility for the satisfactory performance of Work.

10.3 RESERVED

10.4 If any Work should be enclosed without Owner's inspection, Contractor shall, at Owner's request, uncover the Work, allow an inspection and properly restore the Work all at Contractor's expense. Owner's Representative may order reexamination of any Work.

11. REQUIREMENTS FOR ACCEPTANCE.

Acceptance of Work shall be conditioned upon Contractor submitting to Owner's Representative the following:

11.1 written notice that the Work is ready for final inspection;
11.2 properly executed, unconditional waivers or releases of lien from Contractor and all Subcontractors, conditioned upon payment, who provide labor, equipment, materials, or supplies for the Work;
11.3 evidence of satisfactory completion of all acceptance testing required under the terms of the Agreement;
11.4 all Information required under the Agreement; and
11.5 an accounting for all tools, materials, and equipment provided by Owner.

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12. PARTIAL COMPLETION AND ACCEPTANCE.

If at any time prior to Acceptance as referred to in Article 11 "REQUIREMENTS FOR ACCEPTANCE", any portion of the Work has been completed and if Owner determines that such portion of the Work is of value, Owner will, if applicable, issue to Contractor a certificate of partial completion. Upon the issuance of such certificate, or at any time thereafter, Owner may take over and use the portion of the Work described in such certificate and may exclude Contractor therefrom. The issuance of a certificate of partial completion will not release the Contractor or its sureties from any obligations under the Agreement unless such prior use delays the Work or increases its cost. In this event, the Contractor will be entitled to extra compensation or extension of time, or both, as Owner may determine.

13. SUSPENSION OF WORK.

Owner may at any time suspend the Work or any part thereof upon oral notice to Contractor. Such oral notice shall be confirmed in writing by Owner. The Work shall be resumed by Contractor promptly after written notice from Owner to Contractor to do so. Owner will make payment for all Work completed and accepted by Owner as of the suspension date, in accordance with the agreed payment rates and milestones.

14. TERMINATION FOR CAUSE.

14.1 Without prejudice to any other right or remedy Owner may have under the Agreement, at law and/or in equity and upon providing written notice of such termination to Contractor, Owner may terminate the Agreement without any liability being owed thereby by Owner to Contractor, in the event of the occurrence of any of the following:

14.1.1 insolvency of Contractor;
14.1.2 filing of a voluntary petition in bankruptcy by Contractor;
14.1.3 filing of an involuntary petition in bankruptcy against Contractor;
14.1.4 appointment of a receiver or trustee for Contractor;
14.1.5 execution by Contractor of an assignment or any general assignment (other than an assignment undertaken in connection with a financing) for the benefit of creditors;
14.1.6 commencement of any legal proceeding against Contractor that, in Owner's opinion, may interfere with Contractor's ability to perform in accordance with theAgreement; or
14.1.7 Contractor consolidates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and/or sells, assigns or otherwise transfers the Agreement; in each case without Owner's advance written consent.

14.2 If Contractor fails to diligently perform the Work in accordance with the Agreement or if Contractor otherwise breaches any of the terms of the Agreement, in addition to Owner rights set forth in Section 14.1 above and Section 25.7 regarding safety or environmental violations, Owner shall have the right without any liability being owed thereby by Owner to Contractor, upon giving Contractor written notice of default and allowing Contractor a period of five (5) Business Days or such other period as may be agreed upon by the parties or as may be determined by Owner to be necessitated by exigent circumstances to remedy such deficiency. In the event such default is not completely remedied, Owner may cancel the Agreement in whole or in part upon giving written notice to Contractor; and the Work itself or to have the Work completed by another entity, with any additional cost associated therewith being the liability of the Contractor.

14.3 Upon receipt of any notice of termination as described in Section 14.1 or Section 14.2 above, Contractor shall immediately cease Work, commence demobilization of any affected Contractor Resources, and, if requested by Owner, promptly remove from the Site all materials and equipment which have not been either fully or partially paid for by Owner. Contractor shall promptly settle the liabilities and claims arising out of the termination of subcontracts and orders.

14.4 Contractor shall maintain a written, detailed inventory of all equipment and materials in storage at the Site(s), in route to the Site(s), in storage or manufactured away from the Site(s), and on order from its suppliers and Subcontractors. Upon Owner's written request and to the extent that title has not transferred earlier pursuant to Article 26 "DELIVERY, TITLE AND RISK OF LOSS TO

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EQUIPMENT AND MATERIALS," Contractor shall promptly transfer title and deliver to Owner completed or partially completed Work and/or contract rights of Contractor relating to the Work, and Contractor shall execute and deliver such documents and take all such actions as Owner may require for the purpose of vesting in Owner such ownership, rights and benefits of Contractor with respect to the Work.

14.5 In the event any termination under this Article 14 is subsequently determined pursuant to the dispute resolution process set forth in Article 39 "DISPUTE RESOLUTION; NEGOTIATION; MEDIATION; ARBITRATION", to have been made without cause, such termination shall be deemed a Termination for Convenience under Article 15 hereof.

15. TERMINATION FOR CONVENIENCE.

15.1 Owner shall have the right to terminate and/or cancel the Agreement or all or any portion of the Work for any reason, or for Owner's convenience, and at its sole and exclusive discretion, upon at least one (1) day's prior written notice to Contractor specifying when such termination becomes effective. Upon such effective date, Contractor shall immediately cease Work, commence demobilization of any affected Contractor Resources, and, if requested by Owner, promptly remove from the Site all materials and equipment which have not been either fully or partially paid for by Owner. Contractor shall promptly settle the liabilities and claims arising out of the termination of subcontracts and orders and shall use its best efforts to minimize any associated costs. After termination, Contractor shall cooperate with Owner to the fullest extent for the purpose of allowing Owner or its designee to fully perform all functions previously performed by Contractor under the Agreement.

15.2 Upon Owner's request and to the extent that title has not transferred earlier pursuant to Article 26, Contractor shall promptly transfer title and deliver to Owner completed or partially completed Work (including Information or other work product related to the Work) and/or contract rights of Contractor relating to the Work for which Owner has made payment, and Contractor shall execute and deliver such documents and take all such actions as Owner may require for the purpose of vesting in Owner such ownership, rights and benefits of Contractor with respect to the Work.

15.3 In the event of a termination under this Article 15, except as otherwise expressly agreed to in writing by the parties, Owner shall pay for the Work completed in compliance with the Agreement through the effective date of termination.

16. OWNER'S REPRESENTATIVE STATUS.

Owner's Representative will perform inspection of the Work and has the authority to stop the Work whenever such stoppage may be necessary to insure the proper execution of the Agreement. He/she also has authority to reject any and all Work that does not conform to the Agreement and to decide questions that arise in the execution of the Work. Owner's Representative will make decisions in writing within a reasonable time on all claims of Contractor and on all other matters relating to the execution and progress of the Work or interpretation of the Agreement documents.

17. CONTRACTOR'S SUPERVISORY DUTIES.

17.1 Prior to commencing any Work, Contractor shall identify to Owner a Contractor's Representative authorized to receive all communications from Owner, provide all approvals or authorizations required from Contractor and act on behalf of Contractor in all matters concerning the Work. Owner reserves the right to require the removal and replacement of Contractor's Representative for any reason.

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17.2 Contractor shall efficiently and continuously supervise its Contractor Resources required to complete the Work. Contractor shall be fully liable for the acts and omissions of Contractor Resources. Contractor shall provide an adequate and competent supervisory staff throughout the course of the Work.

17.3 Contractor shall at all times enforce strict discipline and good order among Contractor Resources, and shall not employ any unfit person or anyone not skilled in the tasks assigned under the Agreement. Owner shall have the right to request Contractor to remove any person determined by Owner to be unqualified or unfit to perform the Work.

17.4 In the event Contractor Resources are given access to any of Owner's computer systems and equipment or Owner Information (including, without limitation, Owner's Confidential Information) Contractor agrees not to use Owner's systems or equipment or such Owner Information for any purposes other than that contemplated in the Agreement. Contractor further agrees to keep confidential any Information it obtains in the course of performing Work under this Agreement and to utilize data security systems approved by Owner and compliant with Owner's IT Security Requirements and applicable law. Contractor agrees to cause its Contractor Resources to comply with applicable provisions of Owner's IT Security Requirements and policies and applicable laws and regulation.

17.5 For any Services to be performed on any Site, within five (5) Business Days of Owner's request, Contractor shall provide to Owner, the names, classifications and job locations of Contractor Resources. Owner shall have the right to request that Contractor remove and replace (at no cost to Owner) any person determined by Owner in its discretion to be unqualified or unfit to perform the Work, in which case Contractor shall do so (including reassignment to work other than for Owner and/or Owner affiliates to the extent allowable under Contractor's labor agreement(s) and Law). Owner's requests and/or reviews concerning any Contractor Resources shall not be construed in any manner as creating any employment, contractual or other relationship between Owner and such person, or otherwise granting Owner control over such person and/or the performance of the related Work.

17.6 RESERVED.

17.7 **THIS SECTION IS APPLICABLE ONLY TO DISTRIBUTION OR TRANSMISSION SERVICES ON SITES**. In addition to the requirements of Section 17.5, Contractor shall provide to Owner, the names, classifications and job locations of Contractor Resources that were former employees of Owner or any of its affiliates, that Contractor desires to assign to provide Services on behalf of Contractor and/or any Subcontractor at least three (3) business days prior to those Contractor Resources performing any such Services.

18. INDEPENDENT CONTRACTOR.

Contractor Resources shall perform all Work as independent contractors and shall not be deemed to be the employees or agents of Owner for any purpose whatsoever.

19. SUBCONTRACTING.

19.1 Contractor shall provide Owner with notice of any Work that it desires to subcontract along with a list of proposed Subcontractors. Owner shall have the right to refuse any proposed Subcontractor and Contractor shall not enter into any such subcontract with any such Subcontractor as to which Owner has made an objection. Contractor shall not make any substitution of proposed Subcontractors prior to or during the term of this Agreement without prior written approval from Owner. Neither Contractor nor any Subcontractor shall assign any Work under this Agreement without the written consent of Owner.

19.2 Irrespective of Owner's consent or the terms of any agreement between Contractor and any Subcontractor, Contractor shall (a) be fully responsible to Owner for acts and omissions of Contractor Resources; (b) remain fully responsible for the full and faithful performance of the Contract; (c) direct and control the activities of all Contractor Resources; (d) remain fully bound by all terms and conditions

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of the Agreement including all requirements for indemnity and warranty. Contractor shall include all Agreement provisions related to any subcontracted Work in the written agreement between Contractor and such Subcontractor for such Work, including warranty, insurance, audit and indemnity provisions. Contractor shall be responsible for the satisfaction of all contractual and legal obligations to such subcontractor and supplier.

19.3 Owner shall have the right to request that Contractor terminate any subcontract and remove any Contractor Resources determined by Owner, in its sole discretion, to be unqualified or unfit to perform the Work or any portion thereof.

19.4 Nothing contained in the Agreement documents shall create any direct contractual relation between any Subcontractor and Owner.

19.5 Contractor shall not allow access to the Site(s) or any portion thereof under the control of the Contractor by any person not acting under the direction and control of Contractor, other than Owner, the Owner's Representative, other authorized representatives of Owner, other contractors engaged by Owner and governmental authorities.

19.6 **RESERVED**.

20. COMPLIANCE.

20.1 Contractor and Contractor Resources shall comply with all laws, regulations and requirements applicable to the Work, including international, federal, state and local laws, and the laws applicable to any location where any Work is to be performed, constructed, manufactured, stored or delivered. Such compliance shall include environmental, human rights, labor, employment, non-discrimination and anti-corruption laws (including the Foreign Corrupt Practices Act), and all applicable maritime, customs, export, and import laws, requirements, rules and regulations, and the applicable laws, requirements, rules and regulations of the country of origin or destination, any intermediate country, and the United States in the performance of the Work. The country of any location where Work is to be performed, whether it is the country of origin or destination or any intermediate country must be a member of the International Labour Organization (ILO). The costs of such compliance with the foregoing requirements shall be borne exclusively by Contractor and Contractor shall defend, indemnify, and hold Owner harmless from any liabilities, damages, fines, penalties and costs arising from Contractor's noncompliance with this Article 20.

20.2 Contractor and Contractor Resources shall comply with Owner's requirements, procedures, and policies including without limitation those found in the Exhibits hereto, and as additionally incorporated by reference in the Order or Agreement documents and/or issued in connection with the Work and as in effect from time to time.

20.3 **THIS SECTION IS APPLICABLE TO WORK PERFORMED PURSUANT TO A FEDERAL GOVERNMENT CONTRACT OR FEDERALLY FUNDED CONTRACT:** In connection with its performance of Work pursuant to a federal government contract or federally funded contract, in addition to all other legal compliance obligations, Contractor shall comply with all laws and regulations specific to and applicable to such contracts, including without limitation, regulations and laws regarding employment and non-discrimination, Executive Order 11246 and the regulations issued pursuant thereto (generally Part 60-1 of Title 41 of the Code of Federal Regulations), unless exempted by said regulations. **The Equal Opportunity Clause set forth in 41 CFR Section 60 1.4(a)), is hereby incorporated by reference. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. This contractor and subcontractor shall abide by the requirements of 41CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities**. Contractor and all of its

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Subcontractors shall comply with the provisions and regulations pertaining to nondiscrimination and affirmative action in employment (41 CFR Sections 60 1.4, 1.40, 1.41 and 1.42), and the filing of Standard Form 100 (EEO 1). Contractor certifies, in accordance with the requirements of 41 CFR Section 60 1.8), that its facilities for employees are not segregated. Further, Contractor will comply with the provisions of (unless exempted from) the notice posting requirements of Executive Order 13496 set forth in 29 CFR Part 471, Appendix A to subpart A, which is incorporated herein by reference.

20.4 Code of Business Conduct - Because Owner places such a high priority on ethical and legal conduct, Owner requires all Contractors and their Contractor Resources to read, understand and comply with Owner's Supplier Code of Business Conduct, available on the Eversource.com website. Owner values its relationships with its suppliers and contractors and shares the following core values with contractors and suppliers wanting to conduct business with Owner: 1) Maintain and adhere to the highest ethical standards; 2) Comply with all federal, state and local laws and regulations, as well as all of Owner's policies and procedures. including this Code; 3) Embed safety in every aspect of work performed; 4) Foster a diverse and inclusive work environment that ensures everyone is treated with respect and dignity 5) Avoid any and all conflicts of interest, and the appearance of such; and 6) Keep property, resources and information secure, and keep confidential Owner's customer, employee and shareholder information. Contractor's failure to conduct business in a manner that meets these standards could result in a termination of the Agreement under Section 14.2.

20.5 For all Equipment and Services supplied by Contractor and used for Owner's high and medium impact Bulk Electric Systems (BES) and Cyber Systems as described in North American Electric Reliability Corporation (NERC) CIP Reliability Standards, including, without limitation CIP-013, Contractor shall comply with Owner's Supply Chain Cyber Security Risk Management Program requirements as set forth in the Contractor CIP Compliance Agreement, incorporated by reference if applicable to such Equipment and Services.

21. SITE REQUIREMENTS.

21.1 For all Work to be performed at a Site, Contractor Resources shall comply with Owner's requirements, procedures, and policies and training requirements, including those relating to safety, security, environmental practices and access authorization, currently in effect, copies of which are available upon request.

21.2 Owner shall have the right to place its forces or any other contractor's forces at the Site to perform work not included in the Agreement. All Work performed by Contractor shall be undertaken in full cooperation with Owner's personnel or the personnel of other contractors at the Site, in order to achieve the least possible interference with the continuity and efficiency of all Owner's interests or activities at the Site. Contractor's forces shall work in harmony with all such other forces, and in accordance with Owner's schedules.

21.3 Contractor represents that prior to commencing Work it has advised its forces of Owner's requirements, procedures and policies; satisfied the applicable training requirements; and conducted such inspections and made such inquiries as it deems necessary concerning the conditions at each Site which might affect Contractor's execution and completion of the Work. Contractor agrees and acknowledges that Information provided by Owner concerning Site conditions has been used for reference only and shall not be claimed to relieve Contractor from its obligation to independently assess the requirements of the Work.

21.4 Contractor shall plan and execute the Work in such a way to avoid any unscheduled interruption of utility service.

21.5 The Contractor shall use only the established roads for the performance of the Work, and any such

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temporary roads approved by Owner and necessary for the Work. When necessary to cross curbing, sidewalks or similar features, they must be properly protected, and if damaged, shall be restored to previous condition at Contractor's expense.

22. INCIDENTAL MATERIALS AND CONSUMABLES.

Unless expressly set forth in the applicable Specifications, Contractor will use its facilities, tools and equipment, in its discretion, necessary to perform the Work (other than Equipment purchased by Owner) and Owner will have no right to use such tools, equipment or facilities and Contractor may substitute comparable tools, equipment and facilities for completion of the Work (but not components or materials of Equipment or Equipment purchased by Owner) provided that at all times, Contractor shall meet the Specifications and all Agreement requirements. Contractor, at its sole expense and prior to delivering consumables or materials incidental to performance of Work at the Site, shall inspect or test such consumables or materials to ensure compliance with the Agreement, including the Specifications.

23. HAZARDOUS MATERIALS.

23.1 Contractor shall provide to Owner's Representative or designee a written description of and purpose for the use of any products or processes in the Work that are Hazardous Materials or may result in the generation of Hazardous Materials. Such written submission must identify, prior to the start of the Work and to the satisfaction of Owner's Representative or designee, the practices used to minimize such generation and demonstrate that it has taken all possible steps to eliminate or reduce to the maximum extent possible such generation.

23.2 Contractor shall ensure the environmentally responsible management of any Hazardous Materials included in or resulting from the Work. In performing the Work, Contractor shall comply fully with all Environmental Laws. Contractor is solely responsible for the proper identification and labeling, documentation, handling, storage, minimization, processing and recycling of any and all such Hazardous Materials. Unless otherwise indicated, Contractor shall be responsible for manifesting, transporting and removing from Site any and all Hazardous Materials. Contractor shall be liable for any and all costs incurred by Owner, at Owner's sole discretion, for the storage, handling, processing, removal and disposal thereof.

23.3 Contractor shall defend and indemnify Owner, its parent, affiliates and its and their employees, agents, officers and directors and hold it and them harmless from any and all damages, claims, demands, or suits of any kind for injury to persons, including death, and damage to property suffered by any person (including Contractor Resources) or by any firm or corporation arising out of, or claimed to have arisen out of, any acts or omissions of Contractor and Contractor Resources related to or involving Hazardous Materials generated during the course of the Work or brought to the Site by the Contractor or Contractor Resources. This indemnification shall include any liability or claims related to the storage, handling, processing, release, or removal from Site of any such Hazardous Materials by Contractor, Contractor Resources, transporters, recyclers, or any treatment, storage or disposal facility used by Contractor or such other persons. Further, this indemnification shall include liability for any and all costs or penalties (including legal, attorney, administrative, or regulatory fees and expenses) incurred or imposed as a result of actions pursued by federal, state or local governments or agencies related, in any way whatsoever, to the management of such Hazardous Materials.

23.4 Contractor agrees to use the EPA identification number assigned to the Site at which Contractor is working. The use of such EPA number shall not constitute assumption of environmental liability by Owner. In the event Owner has no EPA number for the Site in question, Contractor shall apply for a temporary number.

23.5 No chemical consumable product may be delivered to any Site without prior written approval by the Owner's Representative or designee in the manner provided in the first paragraph of this Article 23. As a condition precedent to such pre-approval, Contractor shall identify to Owner's Representative any and all chemical consumable products that will be used in performing the Work or are listed on the Site's approved Chemical Consumables Products List. Such identification shall include a copy of the

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product's Material Safety Data Sheet (MSDS), the specific use and location of use, and the expected quantity that will be required to perform the Work. Owner's consideration of Contractor's request shall involve the products' health and safety hazards, environmental and fire hazards, potential for degrading Owner's systems or components, potential for creating Hazardous Materials, and availability of suitable alternatives. A substitute product may only be used following the receipt of express written permission by the Owner's Representative. Contractor is solely responsible for any costs or expenses incurred by Owner as a result of Contractor's use of a product that has not been specifically authorized.

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23.6 Following completion of the Work, Contractor shall identify to Owner's Representative all materials or waste that it reasonably believes constitute Hazardous Materials. Final classification of such waste shall be at the sole discretion of Owner's Representative. Unless directed otherwise by Owner, Contractor shall promptly remove any and all equipment and consumables from the Site. In the event that Contractor fails to complete such removal in a timely fashion following completion of the Work, Owner may, at its sole discretion, retain any such material as property of Owner or arrange for its removal at the sole expense of Contractor. Such expenses to be borne by Contractor include the costs of laboratory testing, storage fees, processing, treatment, transportation, recycling, and disposal. The manifesting, transportation and removing from Site of any and all Hazardous Materials shall be effected by Contractor, at Contractor's sole cost and expense.

24. RESERVED

25. SAFETY PRACTICES, SECURITY, PROTECTION OF THE PUBLIC, WORK AND PROPERTY.

25.1 Contractor and Contractor Resources shall be instructed, familiar with and required to follow safety rules and regulations applicable to the Work being performed, and comply with (1) all Owner policies and procedures (available upon request) applicable to the Work, and any addenda, revisions or updates thereto; and (2) those policies and procedures referenced in the Agreement or Order. Contractor shall coordinate site specific Personal Protective Equipment (PPE), arc flash protection and FR clothing requirements with the Owner. Contractor shall have the sole responsibility to see that such persons are so informed, properly trained and that safety practices are followed.

25.2 Contractor shall establish and maintain safeguards, controls, work rules, or other measures to protect the Equipment, and/or the Owner’s property that is placed under Contractor’s control, from damage, harm, or sabotage for the entire time during the performance of the Work until Final Acceptance. Contractor shall fully comply with any applicable Owner Site rules. For all Work to be performed at a Site, Contractor Resources shall comply with Owner's requirements, standards, procedures, and policies and training requirements, including those relating to safety, security, environmental practices and access authorization, currently in effect, copies of which are available upon request or may be available electronically, through an Owner web-site. Contractor shall conduct safety briefings and job hazard assessments. Upon Owner’s request, Contractor shall provide documentation, confirming Contractor’s compliance with this Article 25, including OSHA logs, qualification requirements and training certifications, licenses and detailed job safety and hazard assessment job plans, and reports of accidents involving Contractor Resources during the performance of the Work on Owner’s Site.

25.3 While performing all Work, Contractor shall, and shall ensure that Contractor Resources strictly observe and fully comply with all federal, state, and local safety laws, rules and regulations applicable to the Work and/or the Site. Contractor shall provide and maintain all necessary precautions for the protection and safety of the public. It shall continuously take all necessary precautions to protect Owner’s property from injury or loss arising in connection with the Agreement. In addition, when performing Work in close proximity to Owner's employees, Owner's safety rules shall be applicable.

25.4 Contractor shall train all Contractor Resources who carry out Work in the vicinity of energized conductors and equipment, in approved methods of artificial resuscitation, before such persons begin any Work.

25.5 Except with respect to Hazardous Materials, for which the provision of MSDS is required, pursuant to Article 23 “HAZARDOUS MATERIALS”, upon Owner request, Contractor shall furnish to Owner's Representative Material Safety Data Sheets (MSDS) for any other product intended for use with the Work and make copies of such MSDS available to Owner at the Site or other mutually agreed upon location. No product for which an MSDS submittal has been requested shall be used until the MSDS has been reviewed by Owner.

25.6 For any Work that takes place at Owner facilities, Contractor shall comply with Owner's security requirements then in effect. Contractor Resources shall strictly adhere to the security regulations and

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obey the directions of Owner's security personnel. Contractor shall develop and, after review and approval by Owner, implement a security program to account for and protect all tools and equipment under its sole and exclusive care, custody and control in the performance of the Work. Owner shall not be liable to Contractor for loss of or damage to such tools or equipment.

25.7 Owner may immediately suspend or terminate all or any portion of the Work, without any added cost to Owner, and with no adjustments made to the schedule for the Work, if Owner determines that any safety or environmental violations have occurred, including conditions that could result in injury to any individual or damage to property or to the environment.

25.8 RESERVED.

25.9 In the event that Owner personnel observe and/or determine that a portion of Contractor's Work has been performed in nonconformance with the Agreement and if the continued existence of that portion of the Work in its then current state poses a threat of property damage or bodily injury to Owner, Owner personnel, other persons or the public, Owner shall have the right to correct the nonconforming Work or place the nonconforming Work in a safe condition. Owner shall notify Contractor verbally as soon as possible after discovering the nonconforming Work. Owner shall confirm the observation in writing within seven (7) days. If Owner has not yet paid for the Work, Owner may deduct the costs of affecting such repair from the outstanding amount due for the Work. If Owner has already paid for the Work, Contractor shall reimburse Owner for Owner's Direct Actual Costs for such repair. Contractor shall make good any damage resulting from lack of protective precautions. It shall adequately protect adjacent private and public property.

25.10 Contractor shall exercise the utmost care and shall carry on all activities under the supervision of properly qualified Contractor Resources. In the event of an emergency affecting the safety of the public, the Work, or property, or in the event of a release of Hazardous Materials Contractor shall as soon as reasonably practicable but in no event later than four (4) hours from the occurrence, of such event, notify Owner of the occurrence and details of such events. Contractor is hereby permitted to act at its own discretion to prevent such threatened loss or injury without special instructions or authorization from Owner's Representative except in the event of a release of Hazardous Materials. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement or by arbitration.

25.11 RESERVED.

25.12 Contractor shall have obtained identity verification, criminal background checks (federal, state and county checks for prior 7 years) and drug tests for all Contractor Resources prior to using such Contractor Resources to perform Work at customer facilities or Owner Sites. Contractor shall not assign Work to Contractor Resources that have any record of convictions (including any record since employment with Contractor) for any felonies and misdemeanors involving violence, sexual offense, drugs, theft, computer crimes or identity theft, or otherwise present a risk of injury to any individual or damage to or loss of property.

25.13 For any serious safety incident that (1) occurs during any work that is under Contractor's supervision at any of Contractor's work locations, (2) is required to be reported to OSHA and (3) results in either a fatality of any employee of, or hospitalization of one (1) or more employees of, Contractor or a subcontractor to Contractor, Contractor shall notify Owner within five (5) Days after such safety incident.

26. DELIVERY, TITLE AND RISK OF LOSS TO EQUIPMENT AND MATERIALS.

26.1 Except as otherwise specified in the Agreement, delivery of any equipment and materials to be purchased by the Owner shall be F.O.B. Destination. Whenever Contractor provides Work that will not be subject to further work by Contractor, title and risk of loss shall pass to Owner upon the delivery of the equipment F.O.B. Destination set forth in the Agreement and Acceptance. Except as otherwise expressly agreed to by the parties in writing in the Agreement Owner shall not pay any amounts for

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transportation or packaging.

26.2 Except as provided for in Section 26.1 above, title to all equipment and materials supplied by Contractor shall pass upon Acceptance of Work by Owner.

26.3 Title to all materials to be removed by Contractor shall pass to Contractor upon the loading of the materials into the containers supplied by Contractor or onto Contractor's truck, whichever occurs first. For purposes of this Section 26.3, the term Contractor shall include any Subcontractor performing Work under the Agreement.

26.4 RESERVED.

26.5 Contractor shall deliver the equipment and materials purchased by Owner to the location stated in the Agreement in accordance with the delivery dates and any schedule of performance provided in the Agreement, time being of the essence for each such delivery for which a date or a length of time is fixed for delivery.

27. CLEANUP.

For Work performed at any Site, Contractor shall at all times keep the Site free from accumulations of waste material or rubbish. Unless otherwise directed by Owner or except for Scrap or material to be retained by Owner pursuant to Article 29 "MATERIALS", Contractor shall remove at its sole cost and expense from the Site and from all public and private property all temporary structures, rubbish and waste materials resulting from its operations. This requirement shall not apply to property that the Owner expressly grants its permission to be used for permanent disposal of rubbish or waste materials, provided such disposal is carried out by the Contractor in accordance with any and all conditions under which such permission is granted.

28. SCRAP.

Unless otherwise expressly provided in the Agreement documents, at least five (5) business days prior to the commencement of the Work, Contractor shall notify the Owner's Representative of any Scrap to be generated from the Work and request direction regarding storage or disposal of such Scrap. Contractor shall comply with directions regarding Scrap disposal or storage provided by Owner's Representative. Except with respect to Scrap that Owner expressly directs Contractor to dispose of or otherwise take title to and manage, Owner shall retain title in all Scrap; provided, however, that Contractor shall bear risk of loss for Scrap that Owner wishes to retain until Contractor delivers such Scrap to the point of storage designated by Owner.

29. MATERIALS.

Contractor shall exercise reasonable care in the receipt, storage, handling, and installation of all materials, whether supplied by Owner, by Contractor, or by another contractor. All excess material supplied by or charged to Owner shall be handled and managed as directed by Owner.

30. REMOVAL OF EQUIPMENT.

Except as required to comply with the directions of Owner or Contractor's surety upon takeover of the Work, Contractor shall promptly remove all Contractor provided equipment, materials and supplies from the Site upon completion or termination of the Agreement subject to requirements set forth in Article 27 "CLEANUP". If Contractor fails to complete such removal within fifteen (15) days after notice from Owner, Owner may elect (i) to retain all or any portion of such remaining equipment, materials and supplies as its property, or (ii) to remove and dispose of all or any portion of such items at the expense of Contractor.

31. INSURANCE BY CONTRACTOR.

As a condition to undertaking the Work, Contractor shall acquire, at its sole cost and expense, the following insurance coverage (or equivalent) from insurers with an A.M. Best rating of A- or better, with the indicated amounts and shall maintain such required insurance coverages during all Work and until the date of final payment under the Agreement or Acceptance of all Work under the Agreement,

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unless a longer period is specified below:

31.1 Workers' Compensation in the amounts mandated by law (statutory coverage) and Employers Liability Insurance with limits of not less than $1,000,000

31.2 Commercial General Liability Coverage on Form CG 00 01 or its equivalent excluding Professional Liability but including Operations, Products and Completed Operations, Underground (XCU) Hazard, Contractual Liability and Broad Form Property Damage Liability written in one or more layers with a combined single limit for Bodily Injury and Property Damage of not less than $2,000,000 per occurrence and annual aggregate. Products and Completed Operations coverage shall remain in effect for a minimum of three (3) years from the date of final payment under the Agreement or Acceptance of all Work under the Agreement, whichever is later, unless the Work is to be performed solely in CT, in which case the required coverage should be in force for two (2) years from such date.

31.3 Automobile Liability Coverage, including all owned, non-owned, and hired vehicles, written in one or more layers with a combined single limit for Bodily Injury and Property Damage of not less than $2,000,000 per accident. If the Contractor is transporting any hazardous materials, a Pollution Liability Broadened Coverage for Autos endorsement must be added to the Business Auto Policy by ISO endorsement CA 9948 3/06 or its equivalent and MCS-90.

31.4 Aviation – Aircraft Liability insurance, if applicable, in an amount of not less than $10,000,000.00 per occurrence/aggregate, including third party liability and Passenger Liability, except to the extent that a Subcontractor performing the aviation Services and providing the aircraft maintains such insurance coverage for all aircraft used for performance of the Work covering all third party and passenger liabilities caused by the operation of aircraft, whether owned or non-owned, and the risks involved in aviation and the use of aircraft in construction. The Passenger Liability coverage included under the Aircraft Liability insurance shall not be subject to a sub-limit.

31.5 Pollution Liability insurance, if applicable, to remain in force for the duration of the term of the applicable Project Specific Agreement or Work Release covering losses caused by pollution conditions that arise from the operations of the Contractor. Insurance as required in this section shall apply to bodily injury; property damage including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy of insurance affording these required coverages shall be written in an amount of at least $5,000,000 per loss, with an annual aggregate of at least $10,000,000.

31.6 Railroad Protective Liability insurance, if applicable - covering the Work performed by Contractor or any contractor within fifty (50) feet vertically or horizontally of railroad tracks. The current ISO Occurrence Form (claims-made forms are unacceptable) shall have limits of liability of not less than $2 million each occurrence, combined single limit, for Coverages A and B, for losses arising out of injury to or death of all persons, and for physical loss or damage to or destruction of property, including the loss of use thereof. A $6 million annual aggregate shall apply.

31.7 To the extent the Work includes engineering, design, or other professional services, Errors and Omissions coverage for professional Services and products provided by Contractor ,including coverages for intellectual property infringement and related risks with limit of not less than $2,000,000 per occurrence and annual aggregate, which coverage Contractor shall maintain in effect for a period of at least seven (7) years following the final payment under the Agreement or Acceptance of all Work Under the Agreement, whichever is later.

31.8 All policies contemplated in this Article 31 other than Workers' Compensation and Errors and Omissions shall be endorsed to include, Owner, its affiliates and their respective directors, officers, employees and agents (including, the Owner's Representative), as additional insureds using ISO additional insured endorsement CG 20 10 11 85 or at a minimum CG 20 10 07 04 and CG 20 37 07 04 providing

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equivalent coverage for both ongoing and completed operations, if any.as respects any and all personal and/or bodily injury and/or property damage claims arising out of Contractor's operations hereunder. The limits required under this Article 31 may be satisfied by a combination of primary and excess (umbrella) coverage layers. The foregoing insurance policies, including Workers' Compensation, shall include a waiver of any right of subrogation of the insurers thereunder against the additional insureds thereunder, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under such policy. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with policy provisions.

31.9 Contractor shall provide certificates of insurance and copies of additional insured endorsements and all applicable endorsements to Owner to evidence Contractor's insurance policies within thirty (30) days of the award of any Agreement but in no event later than prior to the commencement of any Work. Contractor shall ensure that its broker shall provide Owner with replacement certificates and additional insured endorsements evidencing required insurance coverage prior to the expiration of prior certificates. Failure to provide such certificates shall be grounds for withholding payment and/or termination of the Agreement. Owner shall have the right to review policy documents in the event a claim is filed thereunder.

31.10 Such insurance coverage shall be primary and non-contributory to any other coverage available to Owner or its affiliates and shall not be deemed to limit Contractor's liability under the Agreement.

31.11 Contractor shall have and maintain in effect the insurances required by this Article 31 for the duration of the Agreement and thereafter for any period of continuing contractual obligations, including Contractor's warranty obligations. In addition, Contractor whose scope of work may include professional services shall procure tail coverage through the applicable warranty period on each errors and omissions policy maintained in accordance herewith upon the expiration and/or non-renewal thereof, unless Contractor's replacement errors and omissions policy provides continuing coverage for the Work through the applicable warranty period.

31.12 Contractor shall be solely responsible for payment of any and all deductible or self-insured retention amounts relating to any and all of the policies of insurance required by this Article 31, regardless of the number of losses

31.13 For any Services to be provided by any Subcontractor, Contractor shall require such Subcontractor to provide the foregoing insurance coverages and amounts and comply with the requirements set forth in this Article 31, including additional insured, primary and non-contributory, and waiver of subrogation.

32. INDEMNIFICATION BY CONTRACTOR.

To the fullest extent permitted by Law, Contractor shall be responsible for and shall indemnify, and shall defend and save Owner, its affiliates and their respective employees, trustees, shareholders, officers, and directors, as well as their respective agents and consultants (each, an "*Indemnified Person*") harmless from and against any and all costs and expenses (including all costs and expenses of litigation, as well as related attorneys' fees), losses, liabilities, fines, penalties, damages, claims, demands, judgments, awards, obligations, actions, or proceedings arising from the acts or omissions of Contractor Resources or related to the Work or Contractor's obligations under the Agreement Documents. Contractor further agrees to obtain, and maintain at its expense, such insurance as will insure the provisions of all indemnity obligations in the Contract. Nothing in this Article shall derogate or reduce Contractor's obligations under Article 31 hereof.

33. INFRINGEMENT OF PROPRIETARY RIGHTS.

33.1 Contractor shall indemnify, defend and hold harmless Owner, its parent, affiliates and its and their employees, agents, officers, and directors from any and all liabilities, penalties, damages, claims, actions or proceedings based upon any allegation that (i) any portion or all of the Work furnished under the Agreement, or any use thereof for purposes intended by the Agreement constitutes an infringement of any patent, copyright, trademark or other proprietary interest or (ii) Contractor has, other than solely

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for Owner's benefit in connection with the Work, made use of Information in which a third party claims a proprietary interest which Information was obtained by Owner from third parties under agreements for confidentiality.

33.2 If Owner provides Contractor notice of a claim of infringement with respect to any material, equipment or Information used in connection with the Work (collectively, the "Product") or Owner's use of all or any portion of the Product is enjoined due to a claim of infringement, Contractor shall promptly and at its sole expense either (i) procure for Owner the right to continue using the Product or (ii) replace the Product with non-infringing and functionally equivalent Product, (iii) modify the Product so that it becomes non-infringing and functionally equivalent, or (iv) take such other action as is necessary to assure Owner's uninterrupted use of the Product.

34. CONFIDENTIAL INFORMATION.

34.1 Each party acknowledges that it may be necessary to disclose Confidential Information to the other. Except to the extent set forth in this Article 34, or as otherwise agreed to in writing by the parties, each party agrees to maintain in confidence all Confidential Information of the other party, and to not to disclose to third parties or to publish any Confidential Information of the other party that is disclosed. In maintaining the confidentiality of Confidential Information, each party shall exercise the same degree of care that it exercises with its own Confidential Information, and in no event less than a reasonable degree of care. However, if Owner, within one hundred eighty (180) days of receipt of Contractor's Confidential Information, disputes the proprietary nature of such Information by written notice to Contractor, the parties shall consult to resolve such dispute. Each party shall advise its employees, Subcontractors, consultants, agents and those under its and/or their respective control of these requirements for confidentiality with regard to Confidential Information.

34.2 Owner shall have the right, without Contractor's approval, to disclose Contractor's Confidential Information to the limited extent required (i) for financing, acquisition or conveyance of ownership share, licensing, construction, startup, commissioning operation, maintenance or repair of the facility at which the Work is performed, and (ii) to comply with any request or order of a governmental agency or court. Each party shall have the right to disclose the other party's trade secret or other Confidential Information (a) to federal, state, or local government officials, to their attorneys, or in a sealed court document, for the purpose of reporting or investigating a suspected violation of the Defend Trade Secrets Act of 2016; or (b) to their attorneys or in a sealed court document in connection with a lawsuit for retaliation by an employer for reporting a suspected violation of the Defend Trade Secrets Act of 2016. If Owner discloses Contractor's Confidential Information to any governmental agency or court, Owner shall, to the extent it does not violate or fail to comply with any such request or order, advise Contractor prior to disclosure and, at Contractor's sole cost and expense, cooperate in any effort by Contractor to minimize the amount of Confidential Information disclosed, secure confidential treatment of such Confidential Information, or seek permission from such governmental agency or court to revise the Confidential Information in a manner consistent with Contractor's interests, the interests of Owner, and in a manner that meets the requirements of the governmental authority or court.

34.3 Any Information transmitted to either party will not be deemed Confidential Information if that Information is: (a) in the receiving party's possession without restriction on disclosure prior to disclosure hereunder; (b) at the time of disclosure, generally available to the public without restriction on disclosure; (c) after disclosure, generally available to the public without restriction on disclosure, by publication or otherwise, through no fault of the receiving party; or (d) after the time of disclosure, received from a third party who imposes no obligation of confidentiality and who, insofar as the receiving party can reasonably determine, did not acquire any such Confidential Information directly or indirectly from the other party subject to requirements of confidentiality.

34.4 Contractor shall notify Owner as soon as possible in writing if any Confidential Information provided to Owner has been changed to a non-proprietary status.

34.5 The provisions of this Article 34 shall also apply to Information that a party identifies and establishes in writing to the others as having been obtained from third parties under agreements for confidentiality.

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34.6 Owner may demand the return and/or disposal of its Confidential Information at any time upon giving of written notice to Contractor. Within fifteen (15) days of receipt of such notice, Contractor shall return all of the original Confidential Information and shall dispose of all copies, reproductions or extracts (both written and electronic) in its possession and in the possession of any representatives to whom it was disclosed using methods authorized by the National Association for Information Destruction for the media on which the Confidential Information is stored. Except as may otherwise be agreed upon by the parties in writing, Contractor shall provide Owner with written certification of the return and/or disposal of such Confidential Information promptly following the return or disposal of such Confidential Information.

34.7 In the event any Confidential Information of Owner is disclosed to Contractor by Owner under this Article 3534, Contractor shall not make use of such Confidential Information, other than for Owner's sole benefit and for the sole purpose related to the Work for which the Confidential Information has been disclosed.

34.8 The provisions of this Article shall survive the termination of the Agreement and shall bind the parties and their successors and assigns.

34.9 **THIS SECTION IS APPLICABLE TO WORK RELATED GENERATION, TRANSMISSION AND DISTRIBUTION FACILITIES:** In addition to the foregoing confidentiality obligations, to the extent that Contractor obtains or generates any critical energy infrastructure information ("CEII"), as defined by Federal Energy Regulatory Commission ("FERC"), pursuant to 18 C.F.R. §388.13, in its performance of the Work, Contractor shall keep confidential any CEII applicable to Owner and the Work. To the extent any such Work involves critical cyber assets, Contractor agrees to be bound by and comply with the North American Electric Reliability Council ("NERC") Critical Infrastructure Protection ("CIP") standards. Contractor shall indemnify Owner for any liabilities or penalties arising from any failure to comply with the requirements of this Section 35.8 by Contractor, or its subcontractors, at any tier. In addition, upon request by Owner, Contractor shall execute an agreement confirming such compliance with the foregoing obligations.

35. WARRANTY.

35.1 Services Warranty.

35.1.1 Contractor warrants that any Services performed or provided by, through, or on behalf of Contractor as part of or in connection with the Agreement shall (i) be performed by Contractor Resources who are fully qualified and competent and whose recommendations, guidance and performance reflect professional knowledge, judgment, and performance in accordance with the highest professional standards applicable to the utility industry and the industry applicable to such Services; and (ii) comply with and conform to all provisions and requirements of the Agreement and to any and all provisions of any and all applicable laws.

35.1.2 Within the period of two (2) years after Final Acceptance of all Work under the Agreement, if Owner determines that any portion of the Services performed by, through, and/or on behalf of Contractor fails to comply with the warranties set forth above, or if a defect or error is discovered in any Information supplied with such Services, Contractor shall, at its sole cost and at Owner's option, (i) correctly re-perform such Services or correct the defect or error in the Information, or (ii) return to Owner the charges paid by Owner and attributable to such Services or defective or erroneous Information supplied. Owner shall have the right to set-off against other amounts due Contractor hereunder or otherwise any amount owed by Contractor to Owner under this Article 35.

35.1.3 **THIS SUBSECTION IS APPLICABLE ONLY FOR CONSTRUCTION WORK: SERVICES**. In addition to the remedies set forth in Section 35.1.2, Owner shall have the right to (i) require Contractor to complete such warranty Work, or (ii) take over the Work and receive from Contractor reimbursement for such warranty Work.

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35.2 Supplier Warranties
Contractor shall take all reasonable steps to transfer for the benefit of Owner all warranties or guarantees available from the suppliers of any portion of the Work.

35.3 Information Warranty Contractor warrants that it has the full legal right, title and ownership of the Information furnished pursuant to the Agreement.

35.4 Equipment and Materials Warranty

35.4.1 For a period of one (1) year after Acceptance of all Work under the Agreement, Contractor warrants that all Equipment and materials it supplies shall be new when delivered and free from defects in title, design, material and workmanship and shall conform to the Specifications set forth in the Agreement.

35.4.2 Within the period of two (2) years after Final Acceptance of the Equipment and materials, if Owner determines that the warranty set forth above is breached, Contractor shall at its sole cost and expense and at Owner's option, either repair or replace the affected Equipment and materials.

35.4.3 Contractor shall have no obligation for breach of warranty if Owner fails to store, operate or maintain equipment supplied by Contractor in accordance with Contractor's written instructions furnished to Owner as part of the Work provided that Owner shall not be required to comply with standards that exceed those generally accepted in the industry.

35.5 Completion Warranty.
Contractor warrants that it shall complete the Work in accordance with the Work schedule. If the Work falls behind schedule due to causes attributable to Contractor or Contractor Resources, Contractor shall, at its sole cost and expense, use its best efforts to restore the Work to schedule, including the following measures: placing Contractor Resources on extended working hours; assigning additional personnel to the Work, and prioritizing Contractor's resources and obligations to ensure that the Work is completed on schedule.

35.6 Additional Warranty Provisions.
Owner shall notify Contractor in writing of any breach of warranty.

35.6.1 Owner shall notify Contractor in writing of any breach of warranty

35.6.2 In addition to its other warranty obligations, Contractor shall reimburse Owner for Owner's Direct Actual Costs to provide Contractor access to such defective Work and to restore facilities disturbed by such access.

35.6.3 If any defect in Contractor's Work, including corrective Work, is latent and not discoverable by Owner's reasonably careful inspection during the initial warranty period, the applicable warranty period shall be extended to a cumulative period of seven (7) years.

35.6.4 Corrective Work performed by Contractor shall be subject to the applicable warranty provisions of this Article. The warranty period for such corrective Work shall be the remainder of the original warranty period plus an additional two years.

35.6.5 The warranties provided for in this Article 35 shall apply regardless of where the Work is performed.

35.6.6 In the case of Work affecting government-owned property, warranties shall also be enforceable directly by the applicable government agency having jurisdiction.

35.7 Subcontractor Warranties.

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35.7.1 Contractor shall obtain usual and customary warranties from Subcontractors. Such warranties shall be obtained for the benefit of Owner as well as for Contractor. Contractor shall ensure that the benefit of any warranty offered by any Subcontractor at any tier is passed through to Owner, shall provide a copy of the terms of any such Subcontractor warranty to Owner, and shall identify relevant Subcontractor contracts and otherwise actively assist Owner, as required or desired by Owner and without additional charge, in enforcing any such warranty in the event such enforcement should become necessary.

35.7.2 The existence and/or absence of any Subcontractor warranties, including compliance or non-compliance therewith, shall not affect or impair in any manner whatsoever Contractor's obligations to Owner hereunder.

36. LIMITATION OF LIABILITY.

36.1 CONTRACTOR'S LIABILITY TO OWNER UNDER THE AGREEMENT WHETHER BASED UPON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, TORT, AGREEMENT, STRICT LIABILITY, OR OTHERWISE SHALL BE THE SUM OF (i) FOR WARRANTY AND INDEMNITY OBLIGATIONS, THE REMEDIES DESCRIBED IN THE CONTRACT, PLUS (ii) FOR DAMAGES CONTRACTOR IS REQUIRED TO INSURE AGAINST, ANY RECOVERY AVAILABLE UNDER THE INSURANCE COVERAGES REQUIRED BY THE CONTRACT PLUS (iii) FOR ANY ADDITIONAL DIRECT DAMAGES TO THE OWNER, AN AMOUNT EQUAL TO THE GREATER OF THE TOTAL OF ALL CHARGES PAID BY OWNER TO CONTRACTOR UNDER THE AGREEMENT OR TWO MILLION DOLLARS ($2,000,000). OWNER'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THE AGREEMENT SHALL NOT EXCEED, UNDER ANY CIRCUMSTANCES WHATSOEVER, THAT PORTION OF THE COMPENSATION DUE UNDER ARTICLE 3 “TERMS OF PAYMENT” THAT HAS NOT YET BEEN PAID BY OWNER WITH RESPECT TO THE WORK.

36.2 EXCEPT TO THE EXTENT ALLOWED UNDER THE INSURANCE, WARRANTY OR INDEMNITY PROVISIONS OF THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

36.3 CONTRACTOR WAIVES ALL CLAIMS AGAINST OWNER FOR ANY LIABILITY OR LOSS IN CONNECTION WITH: (i) PAYMENT OF ALL FEDERAL, STATE AND LOCAL TAXES OR CONTRIBUTIONS IMPOSED OR REQUIRED UNDER UNEMPLOYMENT INSURANCE, SOCIAL SECURITY AND INCOME TAX LAWS WITH RESPECT TO CONTRACTOR'S WORK UNDER THE CONTRACT; (ii) ALL LOSSES IN CONNECTION WITH ANY CLAIMS FOR LOST WAGES, SEVERANCE PAY, PENSIONS OR OTHER BENEFITS WITH RESPECT TO CONTRACTOR'S WORK UNDER THE CONTRACT; AND (iii) ALL CLAIMS FOR LIABILITY FOR DAMAGE TO CONTRACTOR'S PERSONAL PROPERTY OR INJURY TO CONTRACTOR RESOURCES IN CONNECTION WITH THE AGREEMENT.

36.4 The parties understand and agree that the liability of Contractor to Owner under the Agreement, at law, and/or in equity shall not be limited by the amount of insurance coverage required or made available pursuant to the provisions of Article 31 “INSURANCE BY CONTRACTOR”.

37. RIGHTS AND LIABILITIES OF PRINCIPALS.

All benefits, protections, indemnifications and other rights in favor of Owner under the Agreement shall also benefit, protect and indemnify the principals of Owner.

38. WAIVER OF MECHANIC'S LIENS.

Owner may condition payment to Contractor upon the receipt of lien waivers and releases from Contractor and all applicable Subcontractors. Contractor, for itself and Subcontractors at any tier, shall suffer no liens to exist upon any Site or other Owner property or Equipment and shall be responsible for any costs or liabilities arising from any liens. Upon Owner's request, Contractor shall obtain, without additional cost to Owner, a bond satisfactory to Owner to indemnify Owner against such liens and charges.

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39. DISPUTE RESOLUTION; NEGOTIATION; MEDIATION; ARBITRATION.

39.1 The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives with authority to settle the dispute and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any party may give the other written notice of any dispute, which notice shall include a summary of that party's position and the name and title of the executive who will be representing that party. Within twenty (20) days after delivery of the notice, unless otherwise agreed, the receiving party shall respond with a summary of that party's position and the name and title of the executive who will represent that party. Within forty-five (45) days after the initial notice, unless otherwise agreed, the Parties' executives shall meet at a mutually acceptable time and place to attempt to resolve the dispute. All reasonable requests for information, essential to a matter of import in the dispute, made by one party to the other in support of the negotiation will be honored, and all negotiations pursuant to this Article 39 shall be confidential and treated as compromise and settlement negotiations.

39.2 If the dispute has not been resolved by negotiation within sixty (60) days after the disputing party's notice, or if the Parties failed to meet or arrange to meet with sixty (60) days, unless otherwise agreed, the Parties shall proceed to mediation under the then current CPR Mediation Procedure, and, unless otherwise agreed, will select a mediator from the CPR Panels of Distinguished Neutrals.

39.3 Any dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof, that has not been resolved by a non-binding procedure as provided herein within ninety (90) days of the initiation of such procedure, unless otherwise agreed, shall be finally resolved by arbitration in accordance with the then current CPR Non-Administered Arbitration Rules or, at Owners option, the then current CPR Administered Arbitration Rules. The Parties may mutually agree to arbitration in accordance with the then current CPR Expedited Arbitration Rules for disputes involving amounts in the aggregate under Three Million Dollars ($3,000,000). Disputes involving amounts in the aggregate equal to or greater than Three Million Dollars ($3,000,000) shall be decided by three arbitrators, unless the Parties mutually agree to a decision by fewer than three arbitrators. The selection of a single arbitrator shall be in accordance with Rule 5.3. the selection of three arbitrators shall be in accordance with the "screened" appointment procedure provided in CPR Rule 5.4, with each Party selecting one arbitrator and the third arbitrator, who will serve as the panel chair, will be selected pursuant to CPR Rule 6. Unless otherwise mutually agreed, the arbitrators shall be selected from the CPR Panels of Distinguished Neutrals. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. Unless otherwise agreed to by the parties, the place of arbitration shall be at Owner's option, Hartford, Connecticut, Manchester, New Hampshire or Boston, Massachusetts

39.4 Any award or determination made by the arbitrator(s) shall be subject to the limitations of liability set forth in this Agreement. The arbitrator(s) are not empowered to award damages in excess of compensatory damages and each party expressly waives and foregoes any right to punitive, exemplary or similar damages unless a statute requires that compensatory damages be increased in a specified manner. Each Party shall be responsible for its own costs and expenses, including attorney's fees. Unless otherwise directed in writing by Owner and to the extent permitted by law, Contractor shall continue performance of the Work in compliance with the Agreement notwithstanding the existence of any Dispute between the Parties. Nothing herein shall prejudice, impair or otherwise prevent Owner from receiving equitable relief pending the conclusion of any mediation and/or arbitration proceeding.

39.5 Each Party will proceed in good faith to conclude the arbitration proceeding as quickly, efficiently, and cost-effectively as reasonably possible. If a party refuses to participate in an arbitration proceeding as required by this Agreement, the other party may petition any governmental authority

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having proper jurisdiction for an order directing the refusing Party to participate in the arbitration proceeding. All costs and expenses incurred by the petitioning Party in enforcing such participation will be paid for by the refusing Party. The parties hereby consent to the exclusive jurisdiction of the courts of the State of Connecticut, State of New Hampshire or the Commonwealth of Massachusetts for enforcement of all arbitration procedures pursuant to this Article 39 and any other legal proceedings arising out of or relating to the Agreement and the transactions contemplated hereby.

40. ADVERTISING.

Unless authorized in writing by Owner or except as required by applicable law, Contractor shall not engage in any advertising, publicity or other promotional activity which directly or indirectly mentions or refers to the relationship between the parties or the Work furnished under the Agreement.

41. BINDING EFFECT; ASSIGNMENT.

The Agreement shall be binding upon the parties and their respective successors and permitted assigns. Owner may assign this Agreement to any Affiliate of Owner. Contractor is not authorized to and shall not directly or indirectly (through an equity sale, merger or other transaction) sell, assign or otherwise transfer the Agreement, in whole or in part, or any of the Work to be performed hereunder, without the prior written consent of Owner, which may be granted or withheld in Owner's sole discretion. Without waiving any rights and remedies Owner may have against Contractor, upon discovering that Contractor has purported to sell, assign or otherwise transfer, in whole or in part, the Agreement or any of the Work to be performed, without the Owner's prior written consent, Owner may, at its sole option and in its sole discretion, deem such action to be binding and enforceable against such assignee, successor, or transferee, or may deem such action to be null, void, and of no force or effect.

42. WAIVERS.

The waiver by any party of a breach of and/or other non-compliance with any provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach or non-compliance.

43. APPLICABLE LAW.

43.1. The Agreement and the rights and duties of the parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the State of Connecticut, without regard to its principles of conflicts of law *provided* that if the Site is located entirely outside of the State of Connecticut, then the Law of the State/Commonwealth where the Site is located (and where the Work is performed) may govern certain aspects of the enforcement of the rights and remedies of Owner (including legal process and procedure) with respect to such Work.

44. NOTICES; DEMANDS.

All notices required under the Agreement shall be in writing and shall be deemed to be given when received upon personal delivery, or if mailed, as of the date indicated on the receipt document provided by the mail carrier, if so delivered or if so mailed (a) with respect to Owner, to the individual set forth on the "Direct Inquiries" line on Owner's Order at the address set forth thereon; or (b) with respect to each of the Owner's Representative, Contractor or the Contractor's Representative, to the applicable individual set forth in the Special Terms and Conditions, at the address of such individual set forth thereon, unless otherwise indicated in the Agreement.

45. RIGHT TO AUDIT.

Owner shall have the right to inspect and audit all of Contractor's and any Subcontractor's books, records, correspondence, receipts, vouchers and memoranda relating to or affecting the Agreement. Contractor shall provide for such right to audit by Owner in all contracts with Subcontractors relating to the Work or the Agreement.

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46. DOCUMENT RETENTION.

Except as set forth in Section 6.5 "INFORMATION", Article 3534 "CONFIDENTIAL INFORMATION" and below in this Article 46, all Information shall remain the exclusive property of Owner, regardless of where it is stored. Contractor shall preserve Owner's Information in its care, custody or control for a period of six (6) years following Final Acceptance of the Work or return such Information to Owner in a form acceptable to Owner. Contractor shall not destroy any such Owner Information prior to the expiration of such six (6) year period absent Owner's prior written consent. Owner reserves the right to access such Owner Information at any time while such Information is in Contractor's possession and such Information shall be provided to Owner on a timely basis whenever requested, regardless of whether such requests are for audits, regulatory or legal proceedings such as lawsuits or arbitrations. Any Owner Information in Contractor's possession shall be disclosed to third parties only as necessary to comply with applicable laws and government orders or requests so long as Owner receives advance written notice of such disclosure and an opportunity to contest such requests. Contractor agrees to access Information in its possession only for the purposes of performing the Work and to operate or maintain its information systems and will take appropriate and Owner approved measures and precautions to protect against unauthorized access or disclosure. Contractor agrees for itself, and on behalf of any Subcontractor, to (a) access Owner Information in its, or in any Subcontractor's, possession only for the purpose of performing the Work on a Project, and (b) operate, maintain and/or take appropriate and Owner-approved measures and precautions to protect its information systems against unauthorized access or disclosure of Owner Information. Contractor shall be responsible for ensuring that Owner Information is protected from damage and/or loss while in the care, custody or control of Contractor and/or any Subcontractor, including making backups of Information and using disaster recovery best practices for any computer systems used to store Information. Owner reserves the right to audit Contractor to ensure such Information is managed in accordance with this Article 46. The foregoing obligations and restrictions regarding disclosure of Information in this Article 46 shall not apply to Contractor's Confidential Information, which shall be governed by Article 34 "CONFIDENTIAL INFORMATION" The provisions of this Article shall survive the termination of the Agreement and shall bind the parties and their successors and assigns.

47. SUPPLIER DIVERSITY AND SUBCONTRACTING PLAN.

47.1. Owner fully supports the government's policies of ensuring that Small Disadvantaged Businesses (SDB), Women-Owned Small Businesses (WOSB), Service-Disabled Veteran-Owned Small Businesses (SDVOSB), Veteran-Owned Small Businesses (VOSB) and Businesses Located in and qualified as Historically Underutilized Business Zones (HUBZone) have maximum practicable opportunity to compete for contracts and subcontracts. Owner has and will continue to commit to filing annual subcontracting plans regarding the utilization of SDB, WOSB, SDVOSB, VOSB and HUBZone as contractors and subcontractors in accordance with Federal Acquisition Regulation (FAR) 52.219.

47.2. For all Work awarded to Contractor as a subcontractor under Owner's government contracts pursuant to FAR 19.704, Subcontracting Plan Requirements, and FAR Clause 52.219-9, Small Business Subcontracting Plan, Contractor shall be required to submit data and/or subcontracting plans regarding Contractor's utilization and intended utilization of such SB, SDB, WOSB, SDVOSB, VOSB and HUBZone during the term of the Agreement for such work as follows:

Eversource Energy; Manager of Supplier Diversity Program; Procurement Department; P.O. Box 270; Hartford, CT 06141-0270.

Contractor may be required to submit data and/or subcontracting plans upon request. Contractor shall supply requested documentation to Owner within a reasonable time after the request is made (but in no event more than fifteen (15) days after the request) and shall comply with such plan in performing the Work to the maximum practicable effort.

47.3. The text of FAR 52.219 may be accessed electronically at the following address: https://www.acquisition.gov/far/. To the extent applicable to Work performed pursuant to a federal

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government Agreement, this Article 47 incorporates one or more clauses by reference, with the same force and effect as if they were given in full text.

48. PRIORITY OF DOCUMENTS.

In the event of any conflict, inconsistency or ambiguity between or among the Agreement documents, the order of priority shall be: as follows, except as otherwise designated in advance and in writing by Owner: (1) Owner's Order; (2) Special Terms and Conditions (if any); (3) these General Terms and Conditions; (4) Specifications; and (5) any remaining documents referred to in the Agreement documents. The provisions of change orders and other changes, amendments, deletions, additions or other alterations to Agreement documents shall have the priority of the applicable Agreement documents to which they relate. In the absence of written direction from Owner to the contrary, the more/most stringent requirement of the Information included in the Specifications shall be deemed to apply in the event of any inconsistency, conflict, or ambiguity between or among two or more requirements therein.

49. SEVERABILITY.

In the event that any provision of the Agreement is deemed invalid or unenforceable, it shall be modified to the extent necessary to make it valid and enforceable. The remaining provisions of the Agreement shall remain fully enforceable notwithstanding the unenforceability of any individual provision.

50. FINANCIALS.

Upon written request by Owner, Contractor shall furnish the Owner, the Contractor's financial statements, including the accompanying notes thereto, for the immediately preceding quarter or fiscal year, as Owner requests, throughout the term of this Agreement. Such financial statements shall be prepared and certified internally by the chief financial officer of the Contractor and shall be reviewed annually by an independent certified public accountant hired by Contractor. All such non-public financial information shall be considered Contractor's Confidential Information.

51. PERFORMANCE ASSURANCE AND/OR LIQUIDATED DAMAGES.

51.1 Owner may require prior to the signing of the Agreement that Contractor provides performance assurance in favor of Owner with respect to all or any portion of the Work, in an amount and form and from an issuer satisfactory to Owner. Unless otherwise specified by Owner, such performance assurance shall remain in effect until the expiration of the warranty period for the applicable Work. In Owner's sole and exclusive discretion, Contractor shall increase the amount available to Owner on account of such then outstanding performance assurance within ten (10) days after written notice to Contractor. The Agreement compensation shall include Contractor's cost of procuring such performance assurance, but shall not include any cost for Contractor's extension of such performance assurance due to failure of Contractor to complete Work in accordance with the applicable Work schedule.

51.2 Owner reserves the right to supplement these terms and conditions with provisions regarding liquidated damages as stated or referenced in the Order.

52. NO GIFTS OR INDUCEMENTS.

Contractor warrants and represents to Owner that neither it nor its Contractor Resources have either provided or offered to provide any gifts, payments, or other inducements to any officer, employee or agent of Owner for any purpose. Contractor shall not provide or offer any gifts, payments, or other inducements to any officer, employee or agent of Owner for any purpose and shall ensure that no employee or agent of Contractor offers any such gifts, payments or inducements. Contractor also represents and warrants to Owner that it and its Contractor Resources has neither provided nor offered to provide any gifts, payments, or other inducements to any government official, employee or agent in violation of any laws or regulations, including the Foreign Corrupt Practices Act.

53. MOONLIGHTING RESTRICTION.

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Contractor shall neither employ, nor knowingly permit subcontractors to employ, Owner employees to perform the Work while the employees are employed by Owner.

54. CONFLICTS OF INTEREST

Contractor shall disclose to Owner any potential conflict of interest between the Contractor and Owner, and receive written permission from Owner prior to entering into any business transactions. Examples may include: 1) Contractor who has business or non-business relationships with Owner employees who can make decisions impacting Contractor's business; 2) Owner employees or their family members who have an ownership interest in Contractor's business; or (3) Contractor employees or their family members who serve as an officer, director, employee, agent or consultant of Owner or any Owner Affiliate. This policy also applies to any Subcontractor of Contractor who performs Work.

55. RESERVED.

56. APPLICABLE TO EMERGENCY RESPONSE WORK .

56.1 For purposes of this Article 55, the following capitalized terms shall have the meanings set forth below:

56.1.1 "Emergency" means any emergency event expected by Owner or declared by Owner (whether or not such event is declared an emergency by any governmental authority), including stormy weather or other adverse weather conditions that are forecasted to occur or have occurred, that causes, or may cause, damage, interruption, impact or unplanned outages to all or a portion of Owner's utility system. An Emergency does not constitute an event of Force Majeure under the Agreement.

56.1.2 "Emergency Response Work" means Emergency-related Work to be provided by Contractor pursuant to each Emergency Response Work Release, as specified by Owner. Subject to the terms of this Article 55, Emergency Response Work is included within the definition of "Work".

56.1.3 "Emergency Response Work Protocols" means Owner's Emergency Response Work protocols and work standards, procedures and manuals, including Owner's Emergency Storm Restoration Safety Guideline provided to or made available to Contractor, as may be modified from time to time by Owner.

56.1.4 "Emergency Response Work Release" means each release for Emergency Response Work pursuant to an oral communication (i.e., by telephone or in person) or written (i.e., by email, fax or other documentation, in whatever form) issued and/or approved by Owner for Emergency Response Work, in each case under the Purchase Order, and in the form and on such terms determined by Owner in good faith. Contractor's commencement of Emergency Response Work awarded to it by Owner pursuant to each Release shall constitute Contractor's acceptance of all of the provisions of the applicable Release.

56.2 Contractor agrees to provide accurate and complete Information requested by Owner, including Contractor Resources, contact, and other information, in compliance with Owner's processes and procedures, for Emergency Response Work. Contractor shall provide the Information in the **Emergency Response Contractor Profile Form**, and comply with Owner procedures and processes to maintain and update such information,

56.3 In the event of an Emergency, upon Owner's request for information regarding the availability of Contactor Resources and equipment for Emergency Response Work, Contractor shall promptly

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respond and provide such information within two (2) hours of Owner's request and make a good faith effort to make available such Resources and equipment.

56.4 Upon Owner's issuance of an Emergency Response Work Release, Contractor shall provide qualified and trained Resources and equipment that Contractor has committed to deploy, in a timely fashion, time being of the essence. Contractor shall comply with Emergency Response Work Protocols, and if applicable, furnish Contractor Resources with Personal Protective Equipment (PPE) and tools necessary to perform the Emergency Response Work. If requested by Owner, Contractor Resources shall use any and all field technology provided by Owner in connection with Emergency Response Work, including GPS and wireless communication devices; and upon request and upon completion of the Emergency Response Work, return all Owner supplied equipment, tools, instruments and technology. Contractor shall be charged for any such Owner provided items not returned. Except as otherwise agreed to in writing by Owner, compensation for Emergency Response Work shall be in accordance with the Agreement rates for Work.

57. INTERPRETATION AND CAPTIONS.

The parties acknowledge that (a) they are of equal bargaining strength and have jointly participated in the preparation of theAgreement; and (b) any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of the Agreement, any portion thereof, or any amendments thereto. The captions for the Sections and Articles contained in the Agreement have been inserted for convenience only and form no part of the Agreement and shall not be deemed to affect the meaning or construction of any covenants, agreements, conditions or terms of the Contract.

58. SURVIVAL.

All agreements, representations, warranties and covenants made by a party to the Agreement and in the certificates or other documents delivered by a party pursuant to the Agreement shall be considered to have been relied upon by the other party and shall survive Final Acceptance of the Work hereunder. All requirements, terms, conditions and provisions that by their nature are incapable of being fully performed within the period of performance hereof shall survive cancellation, termination or expiration of the Agreement, including, all of Contractor's non-disclosure obligations, warranties, and indemnities for the benefit of Owner.

59. COMPLETE AGREEMENT.

The Agreement shall constitute the complete agreement between the parties. All prior communications, whether oral or written, shall be superseded by the Agreement and shall not bind the parties. No change to the Agreement shall be binding upon the parties unless made in writing and signed by both parties.

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EXHIBIT C
Owner Emergency Response Work - Contractor Profile Input Form

Section	Data Field	Contractor Information
Contractor Information	Contracting Area	
	Service Provided	
	Contractor Name	
	Contractor Address 1	
	Contractor Address 2	
	Contractor City	
	Contractor State	
	Contractor Zip	
Primary Contact Information	Last Name	
	First Name	
	Title	
	Office Phone	
	Mobile Phone	
	Alternative Phone	
	Fax	
	Email	
Secondary Contact Information	Last Name	
	First Name	
	Title	
	Office Phone	
	Mobile Phone	
	Alternative Phone	
	Fax	
	Email	
Billing Contact Information	Last Name	
	First Name	
	Title	
	Office Phone	
	Mobile Phone	
	Alternative Phone	
	Fax	
	Email	
Resource Information	Deployment Location	
	Labor - Total head count	
	Equipment - General description and quantity of equipment available (include fuel type requirements: gas, diesel, etc)	
	Crew size - number of persons & equipment per crew	
	How are crews managed?	
	Are you available 24x7?	
	If no, please specify hours of operation.	
	Comments	

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EVERSOURCE ENERGY RIGHT OF FIRST REFUSAL (ROFR)

Statement of Work

Abstract

Statement of Work (referred to as "SOW") is subject to and entered into pursuant to the General Terms and Conditions dated (TBD), between Eversource Energy Service Company ("EVERSOURCE") and (Contractor Company)

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Eversource Energy Right of First Refusal (RoFR)
Statement of Work

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Eversource Energy Right of First Refusal (RoFR)
Statement of Work

1.Right of First Refusal Statement of Work

Right of First Refusal: This agreement gives Eversource the right to enter into a storm agreement with agreed upon resource requirements during an emergency response with Iconic Power Systems US Inc. before other investor-owned utilities can. If Eversource, with this right, declines to enter into a transaction, Iconic Power Systems US Inc. is free to entertain other offers from investor-owned utilities during emergency response events.

This Right of First Refusal Statement of Work, effective the 14th day of September 2022, (referred to as "SOW") is subject to and entered into pursuant to the General Terms and Conditions dated September 14th between Eversource Energy Service Company ("EVERSOURCE") and Iconic Power Systems US Inc. ("Contractor").

2.Agreement Name

Eversource Energy Right of First Refusal (ROFR)

3.Agreement Overview

Iconic Power Systems US Inc. will give Eversource the Right of First Refusal for up to 100 Full Time Equivalent (FTE) Line workers equating to 50 crews.

- 30 crews will be on-site ready to work in the Eversource Service territory within 24 hours of Eversource activating Iconic Power Systems US Inc.
- 20 crews will be on-site ready to work in the Eversource Service territory within 48 hours of Eversource activating Iconic Power Systems US Inc.

As part of the ROFR Agreement Eversource agrees to pay 100 FTE mentioned above for three days of storm Labor.

The crew compliments listed above are for FTE only working in Eversource supplied equipment (two workers per Bucket Truck). Iconic equipment is not factored into the crew commitments above however it can be negotiated if needed.

4.Definitions

Full Time Equivalent (FTE):
a unit to measure for line workers employed in a way that makes them comparable although they may work a different number of hours per week

Crew:
Acceptable crew composition is defined below:

- Overhead Crew with 1 bucket and maximum of 2 Workers, with at least 1 of the 2 workers being a qualified lineman at minimum.
- Overhead Crew with 1 Bucket, 1 Digger, & 2 -3 Workers (minimum 1 Journeyman Lineman - JL)
- Overhead Crew with 2 Buckets, and 3 Workers (minimum 2 JLs)
- Overhead Crew with 2 Buckets, 1 Digger, and 3 Workers (minimum 2JLs)

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Eversource Energy Right of First Refusal (RoFR)
Statement of Work

Ready to work:
Crews are rested and ready to commit labor for a full 16-hour shift wherever they are directed within the Eversource Service Territory

Three days of storm labor:
Three consecutive 16-hour shifts which begins based on the provided ready to work time in official hiring email, this includes travel time to provided Eversource location identified in your hiring email. When the first bucket begins to roll, that's when the start time begins. Reference service agreements for rate details.

Contractor RoFR Notification:
This documented notification to Eversource from the contractor requires the contractor to provide proof of a bona fide offer from another investor-owned utility that has requested the used of said contractors' resources in support of a restoration event. Utility must be identified with number of resources being requested within documented notification Eversource response window is then activated.

Eversource Response Window:
A 2-hour timeframe starting upon the Contractor RoFR Notification, in which Eversource must approve or reject Contractor to work under a RoFR agreement for storm event

Hiring Notification:
Documented hiring email notifying Contractor of activation that includes detailed instructions and documentation of the required RoFR storm support

Approved Contractor RoFR Point of Contact (POC):
Identified person(s) approved to submit a Contractor RoFR Notification message to Eversource that triggers the Eversource Response Window.

Eversource Resource Support Group (ERSG):
Group within Eversource that provides hiring notification to approved Contractor RoFR POC triggering the RoFR agreement to take effect and documents the start of the three days of storm labor.

ARIBA: Cloud-based procurement, spend management and supply chain system that enable Contractors to unload invoices for Eversource payment digitally. Contractor shall use ARIBA for the upload and processing of invoices.

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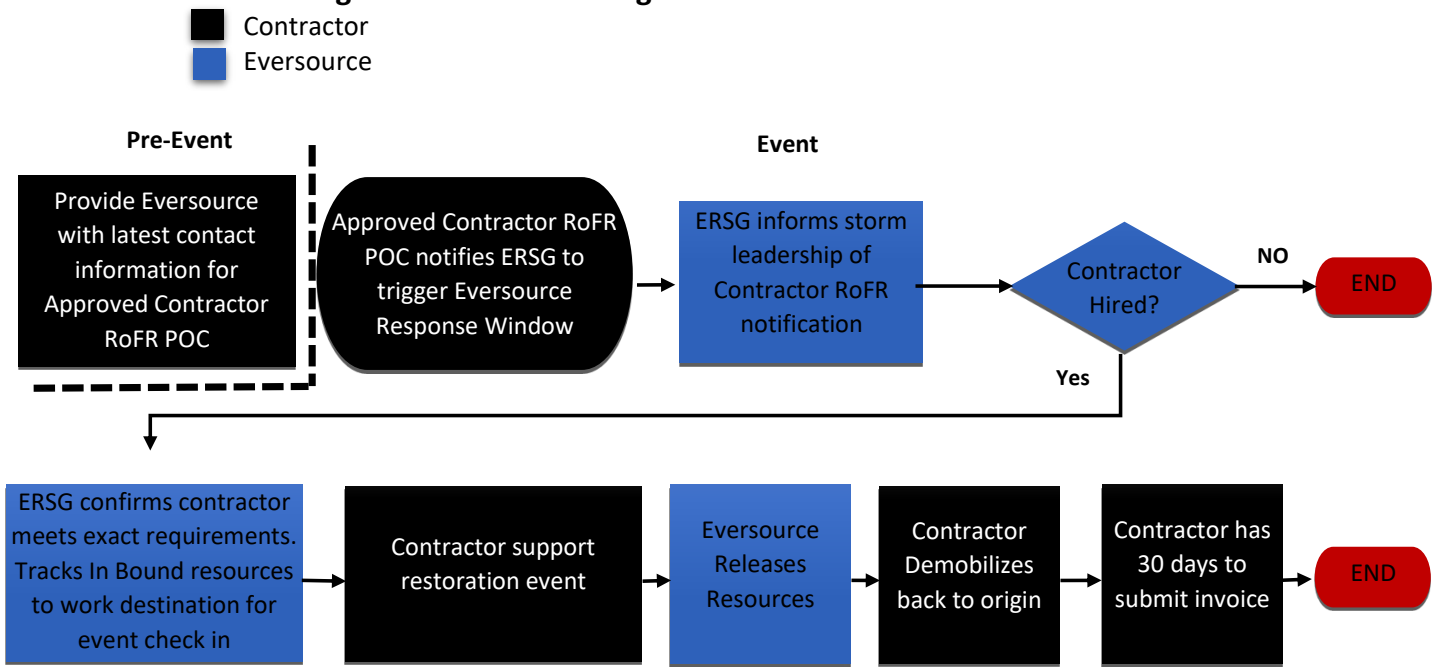
5. Detailed Agreement Process Diagram



6. Agreement Responsibilities

This section articulates the roles and responsibilities of Iconic Power Systems US Inc. and EVERSOURCE throughout the Agreement as specified in this SOW.

6.1 Contractor Responsibilities

Iconic Power Systems Inc. will be responsible for the following:

- Provide only crews and equipment asked and agreed to through confirmation email
- Providing total 100 FTE Line workers
  - Within 24 hours: 30 Crews
  - Within 48 hours: 20 Crews
- Provide updated approved Contractor RoFR POC Information to ERSG
- Notify ERSG of changes to approved Contractor RoFR POC
- Provide Contractor RoFR Notification when your resources are being requested by other IOUs, Contractor RoFR Notification must include:
  - IOU requesting the resources
  - Number they are requesting to secure
- Confirm the receipt of hiring notification formally triggering the three days of storm labor
- Ensure Contractor company name is displayed on vehicle door through signage or temporary magnetic sign for sub-contractors.

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- File invoices using approved purchase order number provided by Eversource within 30-day post event demobilization

6.2 Eversource Responsibilities

EVERSOURCE will be responsible for the following:

- Provide Purchase Order Number for invoicing
- Make specific request for number and type of crews and equipment, I.E. Buckets, Diggers, off-road
- Approve or reject Contractor RoFR Notification within 2 hours of alert
- Provide documented detailed hiring letter upon Contractor RoFR Notification approval
- Provides start times and locations to crews
- Provide external field resource coordination representative to hired crews
- Guarantee three days of storm labor
- Provide all onboarding training and required event safety training upon storm hiring
- Provide pre-vent training as needed i.e., timesheet, roster, and software tool training as needed
- Provide exacting equipment and FTE requirements
- ERSG approves and or rejects equipment listed in roster

7. Training

- EVERSOURCE will provide incident on boarding briefings upon hiring to include roster, safety, and event specific on-board brief
- EVERSOURCE will provide training pre-event on timesheets, roster completion, invoicing, and event tools as needed

8. Communication Plan

- Iconic Power Systems US Inc. will provide approved Contractor RoFR Point of Contact as the sole contact point to submit a Contractor RoFR Notification to the Eversource Resource Support Group
- Eversource Resource Support Group will notify Eversource leadership of Contractor RoFR Notification and attain a response within 2 hours
- Eversource Resource Support Group will communicate approval or rejection of Contractor RoFR Notification
- If Hired Eversource Resource Support Group will provide Hiring Notification to Iconic Power Systems US Inc.
- Iconic Power Systems US Inc. will acknowledge hiring email and return required documentation to Eversource Resource Support Group

8.1 Agreement Governance

The primary points of contact between EVERSOURCE and Iconic Power Systems US Inc. shall be the respective Eversource Sourcing Agent and identified agreement point of contact.

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Eversource Energy Right of First Refusal (RoFR)
Statement of Work

8.2 EVERSOURCE Agreement Personnel

The Agreement shall be staffed with a core agreement team. Additional personnel shall be assigned to work under the direction of the core team as required to effectively implement the solution(s).

Role	Skill Level
Contractor Leadership	Contractor leadership/Agreement Point of Contact
Approved Contractor RoFR Point of Contact	Contractor Response Coordination

8.3 EVERSOURCE's Resources

Role	Skill Level
Eversource Resource Support Group	Crew Hiring
Procurement Sourcing Agent	Agreement Management
Procurement Leadership	Procurement /Sourcing Agent
Emergency Preparedness Leadership	Emergency Preparedness Organizational Response and Management

8.4 Change Management Process

Changes in scope will be managed by a formal change management process that will address changes in scope, schedule, and dollars. Changes in scope will be subject to written approval by Eversource and Iconic Power Systems US Inc.. The Parties may mutually agree to offset the requested scope addition with a corresponding scope reduction.

Any changes that may arise in agreement will be documented using a change order

9. Term of the SOW

Three years, renewable for up to two more years exercised annually, subject to review and mutually agreeable amendments after the first Three months in each term

10. Rates

No upfront costs, with activated crews billed as agreed upon ERP rates between Eversource and Iconic Power Systems US Inc. See the following for agreed upon ERP rates between Eversource and Iconic Power Systems US Inc. for more details:

- **Cover Agreement Emergency Response Electric Utility Services and Response Commitment**

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Eversource Energy Right of First Refusal (RoFR)
Statement of Work

11. Out of Scope

Any change of direction not outlined in this scope of work pertaining to emergency response activation and hiring. Any additional emergency response work not listed in this SOW.

12. Assumptions

EVERSOURCE Energy makes the following pricing assumptions and clarifications in performing this work:

- All personnel being provided to Eversource are qualified in their role
- Iconic Power Systems US Inc. will still be willing to provide emergency response work outside of RoFR agreement if Iconic Power Systems US Inc. is not contacted by an IOU for an event, hence not trigging this RoFR agreement to take effect

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COVER AGREEMENT
EVERSOURCE ENERGY SERVICE COMPANY
AND
MICHELS POWER, INC.
FOR
EMERGENCY RESPONSE ELECTRIC UTILITY SERVICES AND RESOURCE COMMITMENT

This Cover Agreement for Emergency Response Electric Utility Services and Resource Commitment ("Agreement") dated as of **March 13, 2023** (the "Effective Date"), combined with all other Agreement Documents identified below, constitutes the complete agreement (the "Agreement") between EVERSOURCE ENERGY SERVICE COMPANY, as agent for its affiliates ordering Emergency Response Work from Contractor ("Owner"), and **MICHELS POWER, INC.** ("Contractor"), a **Delaware corporation** with offices at1775 East Shady Lane, Neenah, WI 54956, for Contractor's performance of Emergency Response Work (as defined below).

THE AGREEMENT INCLUDES THIS COVER AGREEMENT AND THE DOCUMENTS LISTED BELOW, WHICH ARE ATTACHED HERETO AND MADE A PART HEREOF, AND ALL OTHER DOCUMENTS REFERENCED IN SUCH DOCUMENTS.

- **Purchase Order/Contract (Excluding Terms and Conditions Printed on Reverse Side)**
- **Exhibit A: Emergency Response Work Pricing Schedule**
  - **Schedule A: Standby/Travel Rate Schedules (added to COC MSA Rate Schedules) for:**
    - **Primary Services**
    - **Secondary Services**
    - **Transmission Services**
    - **Equipment**
- **Exhibit B: Contractor of Choice Master Services Agreement ("COC MSA") between the Parties dated June 1, 2021 and Rate Schedule (incorporated by reference)**
- **Exhibit C: Emergency Response Contractor Profile Form**
- **Exhibit D: Eversource Energy Right of First Refusal (ROFR) Statement of work**
- **Appendix A: Eversource – External Crew Roster**

I. DEFINED TERMS; INTERPRETATION

Capitalized terms used in the Agreement have the meaning given in the applicable document forming a part of the Agreement, including the Pricing Schedule, as well as the COC MSA. For purposes of the Agreement, the definition of Equipment shall include all equipment and mobile equipment, including automobiles, trucks, vans, tractors, trailers, carts, flatbeds, and any other type of rolling stock provided by Contractor for use in the performance of Emergency Response Work. The terms "include(s)," "included" and "including," as well as any variations thereof, are used without limitation.

For purposes of this Agreement (consistent with COC MSA), the following capitalized terms shall have the meanings set forth below:

"Emergency" means any emergency event expected by Owner or declared by Owner (whether or not such event is declared an emergency by any governmental authority), including stormy weather or other adverse weather conditions that are forecasted to occur or have occurred, that causes, or may cause, damage, interruption, impact or unplanned outages to all or a portion of Owner's affiliates' utility systems. An Emergency does not constitute an event of Force Majeure under the Agreement.

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"Emergency Response Work" means Emergency-related Work to be provided by Contractor pursuant to each Emergency Response Work Release, as specified by Owner. Emergency Response Work is included within the definition of "Work".

"Emergency Response Work Protocols" means Owner's Emergency Response Work protocols and work standards, procedures and manuals, including Owner's Emergency Storm Restoration Safety Guideline provided to or made available to Contractor, as may be modified from time to time by Owner.

"Emergency Response Work Release" means each release for Emergency Response Work pursuant to an oral communication (i.e., by telephone or in person) or written (i.e., by email, fax or other documentation, in whatever form) issued and/or approved by Owner for Emergency Response Work, in each case under the Order, and in the form and on such terms determined by Owner in good faith. Contractor's commencement of Emergency Response Work awarded to it by Owner pursuant to each Release shall constitute Contractor's acceptance of all of the provisions of the applicable Release.

II. PRIORITY OF DOCUMENTS

Notwithstanding anything to the contrary set forth in the Agreement, if the provisions of this Cover Agreement are inconsistent with or conflict with the provisions of the COC MSA, the terms of this Cover Agreement shall control. If the COC MSA apply to this Agreement, Article 48 of the COC MSA is amended to provide that this Cover Agreement shall have second priority among the Contract documents, behind the Purchase Order (and any Emergency Response Work Releases thereunder) but greater priority than the Special Terms and Conditions (if any) and the other Contract documents. This Cover Agreement replaces the Right of First Refusal Retainer Agreement previously executed between Contractor and Eversource dated _____ which is hereby terminated.

III. TERM OF THE CONTRACT

The Contract shall be in effect for the periods specified in Purchase Order/ Contract, and shall be automatically renewed for successive one (1) year periods unless Owner notifies Contractor, in writing, at least sixty (60) calendar days before the end of the initial term or the end of any one (1) year renewal term, as the case may be, that Owner elects not to renew the Contract. Upon Owner's delivery of such non-renewal notice to Contractor, this Contract shall terminate at the end of the applicable term.

IV. SCOPE OF EMERGENCY RESPONSE WORK

Contractor shall perform and complete Emergency Response Work in accordance with the Agreement, including Owner's Emergency Response Work Protocols. Owner may require Contractor to perform Emergency Response Work in all or any part of Owner's service territories. Contractor's commencement of Emergency Response Work awarded to it by Owner pursuant to each Emergency Response Work Release shall constitute Contractor's acceptance of all of the provisions of the applicable Emergency Response Work Release. Contractor shall be solely responsible for all means, methods, techniques and procedures for Emergency Response Work.

V. CONTRACTOR RESOURCE COMMITMENTS AND EQUIPMENT INFORMATION; RESPONSE TIME

1. Contractor shall provide Owner with emergency contact information and other information requested by Owner from time to time and, simultaneously with execution of this Cover Agreement, shall complete the Emergency Response Contractor Profile Form attached hereto as Exhibit C ("Contractor Profile"). Contractor shall keep the information in the Contractor Profile current and promptly notify Owner of any changes to the Contractor Profile in writing or using automated processes that Owner may make available from time to time.

2. Contractor hereby provides Owner with a commitment and right of first refusal for crews/FTE's/Equipment

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(*including Equipment and support, as requested*) as follows:

i. Crews/FTEs : 70 FTEs
ii. Equipment: 43 pieces of equipment plus trailers

3. The foregoing shall be called the Resource Commitment ("Commitment"). In advance of or during emergency or storm events or forecasts of hazardous weather, if Owner desires a Commitment, Owner will contact Contractor as soon as reasonably practicable and notify Contractor if Owner is activating this Agreement and the number of crews/equipment Owner needs, so that Contractor may deploy any resources that are committed to Owner that Owner requests. Owner agrees to pay the standby/travel rates set forth in the attached Rate Schedule until such crews/equipment are deployed and performing Work on Owner's facilities, after which the rate schedule set forth in the applicable COC MSA shall apply.

4. For any particular emergency or storm event, if Contractor receives a firm offer of work from another utility(s) that could impact the Commitment, Contractor will promptly contact the Owner's designated representative and advise Owner of the potential impact to the Commitment. Owner will have 2 hours from notification to do one of the following:
   i. activate the crews/equipment reserved under the Commitment; or
   ii. release Contractor from the # of crews/equipment in the Commitment obligation impacted by the other customer's firm offer; or
   iii. work with Contractor to revise the Commitment for the particular event to a mutually agreeable smaller crew/equipment commitment number solely for the particular event at issue and release the remaining available crews to work for the other customer.

5. In the event that Owner does not exercise its rights to the Commitment under this Agreement and releases Contractor from all or a portion of the Commitment obligation impacted by the customer's firm offer and Contractor deploys such resources to provide Services to such other customer(s), upon completion of those Services for the other customer (and its affiliates, if applicable and requested by customer), the Commitment will apply to those resources when released by the other customer.

6. Upon Owner's request for crews under this Agreement, the Contractor will deploy the crews/equipment requested in accordance with Owner's schedule and provide the necessary paperwork to DHS (if applicable) with border crossing(s) approvals if applicable, as follows:

   i. The deployment phase shall include (17) 2-man crews of crews deployed to Owner's designated staging location within 12 hours of Owner's request for deployment.
   ii. Any remaining balance of crews will arrive in Owner's designated staging location within service territory within 24 hours of Owner's request.

7. Within two (2) hours after Owner's request for Contractor Crews and Equipment and information, Contractor will provide Owner with the requested information and coordinate with Owner for the deployment schedule for the Owner requested Contractor Crews and Equipment for Emergency Response Work. In addition to the Crews and Equipment subject to the Commitment, Contractor will also advise Owner any of any other available and qualified Contractor crews/equipment and if requested by Owner, provide such Contractor Crews and Equipment to Owner for Emergency Response Work.

8. If, prior to Owner's award of such Emergency Response Work to Contractor, the availability of Contractor Crews or Equipment changes, Contractor shall immediately notify Owner.

9. Contractor shall immediately confirm to Owner the amount of Contractor Crews and Equipment committed to such Emergency Response Work and provide the following information regarding the Contractor Crews and

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Equipment being mobilized:

i. The number of persons available and the name, qualifications, job classification, local union affiliation and gender of each such person;
ii. The type and quantity of Equipment to be provided by Contractor;
iii. Crew information (number of crews, persons per crew, and type of Equipment assigned to each crew) Eversource – External Crew Roster (Appendix A) must be completed;
iv. The name and contact information for the on-site supervisor;
v. The name and contact information for the foreman of each work crew;
vi. The response time for mobilization of the Contractor Crews and Equipment to the Site or Owner-designated onboarding location; and
vii. Expeditiously mobilize the committed Contractor Crews and Equipment to the Site **or onboarding location designated by Owner** in accordance with the mobilization schedule specified by Owner. Contractor must notify Owner immediately if there will be any delay in deploying the requested Contractor Crews and Equipment, and in such event notify Owner in writing as to when such resources will be available and can be on Site for such Emergency Response Work;
viii. Provide at least one (1) supervisor for Contractor Crews, in addition to a foreman for each work crew; and unless defined differently in the Contract, crew will be regarded, for overhead distribution and primary, as one (1) bucket truck and two (2) qualified employees.
ix. Provide at least one English speaking crew member per crew who can translate for non-English speaking crew members.

10. In addition to complying with all other applicable provisions of the Contract, Contractor Crews performing Emergency Response Work shall:

    i. Be qualified and fit for duty (including no use of alcohol or illegal drugs, and no use of legal drugs that could adversely impact job performance).

    ii. Comply with all of Owner's Emergency Response Work Protocols; and

    iii. Not include Subcontractors or other third parties who are not employees of Contractor.

11. The Commitment means the Contractor agrees to provide the number of resources requested by Owner within the Commitment as prescribed in this Agreement to Owner for Emergency Restoration services for the length of the Emergency Restoration Event. Crews offered at Inquiry will remain available to Owner until released by Owner at the Contractor's request. In every instance Owner will determine the length of the Emergency Restoration Event.

12. The Owner retains ownership and salvage rights to all material. Return wire is to be cut up and placed in designated storage containers. Material deemed by the Owner representative as unsalvageable is to be disposed of by Contractor, at the Owner designated container.

13. Energized Conductors-The conductors involved in this contract may be energized at voltages up to 34.5kV, or higher if the Work issued involves transmission lines.

14. Terms of Engagement: All resources will remain on property until they are formally released by Owner's Management.

15. Inventory and Obtaining materials -The Contractor will sign for all material received. There will be a closing inventory when the job is completed. At no time will Contractor take any materials not authorized by the Owner representative. Contractor will be escorted to the stock area by a Owner representative.

REDACTED

VI. MEALS AND LODGING

Unless otherwise agreed in advance and in writing by Owner and Contractor, Owner will provide meals, lodging and all necessary supplies and materials for the performance of Emergency Response Work (but not tools or safety equipment or clothing) for Contractor Crews performing Emergency Response Work while they are at the Site or Owner-designated onboarding site. If it is more efficient for Contractor Crews to obtain meals that are not Owner-provided, Owner shall, if Owner or the Owner's Representative has preapproved such alternative arrangement in writing, reimburse Contractor with no markup for the reasonable cost of such meals, provided that Contractor submits itemized and signed receipts covering such expenses. No additional mark ups are allowed.

If Owner assigns lodging for Contractor's crews and any of the Contractor crews decline to stay at their assigned lodging, then any alternative lodging procured by the Contractor for such crews will be at Contractor's own expense and will not be reimbursed. Any travel time for Contractor crews to get to such alternative lodging provided by Contractor shall not be billed to Owner and will not be reimbursed.

If Owner does not provide meals and lodging, Contractor shall be compensated for meals and lodging in accordance with the applicable per diem rates set forth in the Pricing Schedule during the periods that Contractor is compensated for Contractor Crews and Equipment at the applicable Travel Time Rates set forth in the attached Pricing Schedule.

VII. EQUIPMENT AND VEHICLES

Unless otherwise agreed to in advance and in writing by Owner and Contractor, all Contractor Crews will arrive at the Site or Owner-designated onboarding site fully equipped with all tools and equipment necessary and appropriate to properly, safely and diligently perform Emergency Response Work, including all Personal Protective Equipment (PPE) and all items that are required by OSHA, federal, state or Owner safety and health regulations, including enclosed space and/or confined space entry equipment, traffic control devices, and public safety protection.

Contractor Crews mobilized for Emergency Response Work shall use any and all field technology provided by Owner in connection with such work, including GPS and wireless communications equipment. Any tools or equipment provided by Owner to Contractor Crews, including any field technology (e.g. GPS, wireless communications equipment), shall be returned to Owner upon the completion of the Emergency Response Work or otherwise as directed by Owner. Contractor will be charged for any tools or equipment not returned to Owner and/or not in good working condition.

All vehicular Equipment provided by Contractor and used by Contractor Crews shall be fully equipped and comply with all applicable state and federal laws and regulations as well as applicable safety standards, including, to the extent applicable, ANSI 92.2 2009, requiring testing of vehicles with insulated vehicle-mounted elevating and rotating aerial devices. Commercial vehicles used for Emergency Response Work must be maintained in compliance with the Federal Motor Carrier Safety Regulations (FMCSR).

Contractor Crews driving commercial vehicles must be duly trained, licensed and qualified in compliance with all applicable laws and regulations, including FMCSR.

VIII. SCHEDULE

Contractor recognizes the critical nature of Emergency Response Work and the importance to Owner of Contractor's prompt response and diligent and timely completion of all Emergency Response Work, and accordingly, time is of the essence for Contractor's response to Owner's request for information, Contractor Crews and Equipment mobilization, Contractor performance of Emergency Response Work and meeting all of Contractor's obligations under the

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applicable provisions of the Contract. Emergency Response Work shall begin as specified in each Emergency Response Work Release, and shall end, when the Owner has released the Contractor from restoration work by the Owner's Representative. Contractor will return all material to the appropriate service center and provide completed signed time sheets.

Emergency Response Work shall be subject to any government agency mandated rest time.

IX. INVOICING AND PRICING TERMS

Contractor shall record its labor time and Equipment usage time on a daily basis using only the required timesheet form- the ERP Owner Contractor Storm Daily Time Sheet and Work Log (UNK-5008) and provide daily timesheets to the Owner's Representative for signature. Contractor shall invoice Owner upon completion of Emergency Response Work, unless such Emergency Response Work assignment extends beyond two (2) weeks, in which case Contractor may invoice Owner every two (2) weeks. Each invoice for Emergency Response Work submitted by Contractor shall be accompanied by the completed and Owner signed required time sheets and receipts for authorized expense reimbursement items for the applicable period that have been approved in writing by the Owner's Representative. Contractor shall comply with any and all reasonable requests made by Owner to expedite the invoicing process for Emergency Response Work, including the electronic submission of the completed ERP Owner Contractor Storm Daily Time Sheet and Work Log (UNK-5008) timesheets and expense receipts. Notwithstanding any conflicting provisions of the COC MSA, Owner shall process and pay each correct invoice for Emergency Response Work or provide written objections to all or any portion of each disputed invoice for Emergency Response Work within sixty (60) days after receipt by Owner. Likewise, with respect to Emergency Response Work, if Owner disputes a portion of an invoice submitted by Contractor, at Owner's request Contractor shall submit a revised invoice with current date for the undisputed amount and Owner shall pay such undisputed portion within sixty (60) days after receipt thereof.

For work performed with non-union labor, the Contractor agrees that such Work will be billed at non-union labor rates. If any work involves classifications not specifically set forth in the Pricing Schedule or requires any adjustments, such rates shall be submitted to Owner for approval prior to the start of work. The Contractor shall provide revised labor billing rate schedule for all labor classifications.

All Emergency Response Work shall be invoiced at the rates set forth in the Pricing Schedule. Contractor must use ERP Owner Contractor Storm Daily Time Sheet and Work Log (UNK-5008) to track time and submit completed forms in order to receive payment.

X. OWNER'S EMERGENCY RESPONSE WORK PROTOCOLS

Contractor and all Contractor Crews shall comply with all Emergency Response Work Protocols in effect at the time Contractor Crews perform Emergency Response Work, which may be found at www.eversource.com Eversource safety documentation will be provided during the on-boarding process.

XI. EXECUTION

This Cover Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Facsimile and portable document format (PDF) copies of signatures shall constitute original signatures.

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SIGNATURE PAGE TO THE COVER AGREEMENT between EVERSOURCE ENERGY SERVICE COMPANY and MICHELS POWER, INC. for EMERGENCY RESPONSE ELECTRIC UTILITY SERVICES and RESOURCE COMMITMENT

IN WITNESS WHEREOF, the Parties hereby agree the terms and conditions described in the Cover Agreement are executed as of the Effective Date.

The Parties agree that the counterpart, facsimile or electronically reproduced signatures of the Parties are intended to authenticate this writing, and to have the same force and effect as manual signatures.

Michels Power, Inc. (CONTRACTOR)		Eversource Energy Service Company (OWNER)	
NAME	[signature]	NAME	[redacted]
PRINTED NAME	Mark Harasha	PRINTED NAME	[redacted]
TITLE	President	TITLE	Procurement Manager
DATE	3.14.23	DATE	03/14/23

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EXHIBIT A
PRICING SCHEDULE

Unless otherwise agreed to in writing by Owner, all Emergency Response Work shall be performed on a time and equipment price basis (such rates, the "Emergency Response Work Rates").

1 For purposes of this Pricing Schedule, the following capitalized terms shall have the following definitions:

"District of Service Center "refers to a Owner location where Owner and Contractors staff work to support maintenance and restoration activities.

"Receiving Center" refers to the initial reporting location for registration and safety briefings.

"Staging Areas" temporary designated locations established throughout Owner service territory which may be used to issue materials, meals, equipment parking/storage, wet fueling, lodging, safety briefings and work assignments as needed.

"Emergency Response Rates for Equipment" are the agreed rates payable for Equipment from the commencement of applicable Emergency Response Work through the termination of such Emergency Response Work, excluding when the Contractor Crews are on rest time prior to the termination of such Emergency Response Work. Equipment Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for the term of this Agreement. If Owner provides any fuel to Contractor, Contractor shall reimburse Owner for such fuel costs and at Owner's option, Owner may either invoice Contractor for such fuel costs or the cost of such fuel may be deducted from Contractor's invoice amount for Emergency Response Work.

"Standby Rates apply to labor resources only"

"Emergency Response Working Rates for Labor" are the agreed labor rates set forth in the COC MSA payable from the commencement of applicable Emergency Response Work through the termination of such Emergency Response Work, excluding rest time during that Emergency Response Work. Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.

"Standby Retainer Fee" is the amount paid to Contractor each calendar day they are asked and agree to go on to Standby. Once the Contractor agrees to go on to Standby, the entire Standby Retainer Fee, originally agreed to, will be paid regardless of whether or not Contractor Crews are requested to mobilize that day. The Standby Retainer Fee is equal to 8 hours straight time for every 24 hour period on standby at the Emergency Response Rates for Labor for each Contractor Labor Resource who is listed on the Standby Roster for that Standby Request. Owner will not pay the Standby Retainer Fee for any Labor Resource listed on the Standby Roster of an event who is not provided by the Contractor for that event. Owner also will not pay the Standby Retainer Fee for any Labor Resource listed on the Standby Roster of an event who is not requested by the Owner. The Standby Roster must be provided to the Owner prior to the start of the Standby Request. The Standby Retainer Fee will not include the cost associated with any Contractor Equipment. Once the contractor is activated to mobilize the mobilization rates will apply and the Standby retainer Fee will not be in effect.

"Travel Time Rates for Equipment" are the rates in the attached Schedules payable for all Equipment for the period when Contractor Crews associated with such Equipment are being compensated at the Travel Time Rates for Labor, and includes all transit costs associated with the delivery of such Equipment for the performance of Emergency Response Work, and return to the location from which the Equipment was deployed.

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"Travel/Standby Response Rate" are the rates **in the attached Schedules** applicable for travel time expended by Contractor Crews located outside of Owner's service territory in which Emergency Response Work is to be performed, calculated based upon the following:

Reasonable time necessary to travel the distance from the Contractor Crews deployment location to the Site or onboarding site designated by Owner, as applicable; and

Reasonable time necessary to travel the distance from the Emergency Response Work completion location to the deployment origin of Contractor Crews.

2 Subject to the provisions of Section 4 (Rate Changes) of this Pricing Schedule, Contractor shall be compensated for Emergency Response Work performed in compliance with the Contract in accordance with the Contractor Billing Rates attached hereto as Schedule A.

3 Reimbursable Expenses: Unless otherwise agreed to in writing by Owner, all of Contractor's reimbursable expenses that are accounted for during mobilization and demobilization are at Travel per diem rates and Equipment rates as set forth per schedule A. Tolls with appropriate back up receipts will be paid as a pass thru. Contractors are not allowed to add markup for any expenses. In no event shall Owner reimburse Contractor for any expenses relating to tobacco products, alcohol, laundry, personal hygiene products or other non-Emergency Response Work-related personal expenses.

4 Rate Changes: The Contractor Billing Rates set forth in Schedule A shall be in effect for a minimum period of one year and shall not be subject to change until after the end date of the effective billing rates, as set forth in the applicable Pricing Schedule A attached hereto and as the same may be amended from time to time by mutual written agreement of the parties ("Effective Rate End Date"). If and when Contractor proposes to modify its then-applicable billing rates for the period subsequent to the Effective Rate End Date, Contractor shall provide Owner with proposed updated rates to be used for the period set forth in such proposal (which may not be for duration of less than one year). Such proposed revised billing rates shall be added to and incorporated into the Contract only upon written approval by Owner. Any dispute regarding proposed rate adjustments will be resolved in accordance with the dispute resolution process set forth in the COC MSA. In the event that Contractor does not make adjustments to its rates applicable to Emergency Response Work after the applicable Effective Rate End Date, then the last Emergency Response Work Rates on file with Owner shall be used by Owner to compensate Contractor for Emergency Response Work performed after such Effective Rate End Date. No changes to the billing rates for Emergency Response Work shall be effective unless and until approved by Owner in writing.

5 Travel/Mobilization:
Travel/Mobilization shall be defined as the time Contractor crews leave the Contractor's point of origin (staging area) and arrive at the Owner's designated location, including processing at Owner receiving center if required.

Mobilization
When crews Travel to a restoration event and are requested to stand-by at the contractor's base or hotel, travel hours are paid the Travel /Standby Time Rate as outlined for the job classification in Schedule A.

Mobilization to an activated restoration event with the execution of immediate work being conducted will be paid at the Emergency Response Working Rate in Schedule A. Equipment rate applies.

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Travel/Mobilization includes time for refueling, bathroom and food breaks and tolls. The Contractor shall submit estimated time of arrival at Owner using the Owner – External Crew Roster (Appendix A). Billing hours shall not exceed 10% of the original estimated time submitted to the Owner without an updated Owner – External Crew Roster. Any adjustments to original estimates shall require phone and written approval by the authorized agent of the Owner, and a revised Owner – External Crew Roster will be required. Estimates will be approved by Owner.

Time is of the essence; however Contractor is responsible for crew safety. Contractor shall notify Owner if they are unable to meet the estimated arrival time, for what reason, and if a new arrival time can be accepted.

Demobilization:
An official release will be issued by the Owner, exclusively. Demobilization includes notification of release by authorized Owner agent, debriefing by Owner field representative, unloading of materials and return to Contractor point of origin or release to other utility if requested. Prior to the authorized Owner representative formally releasing the Contractor, the Contractor will provide an estimate of Demobilization to the Owner Resource Management Representative.

Travel Rates will apply after demobilization.

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SECONDARY SERVICES

SCHEDULE A =- Contractor Billing Rates - Labor				
EFFECTIVE DATE RANGE – Start: 12/21/2022 End: 8/27/2023				
Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement. See the COC MSA for Rates not covered below.	**Travel/Standby Response Rate**	**Emergency Response Working Rate (includes Holidays & Sundays)**	**Travel per diem Lodging**	**Travel per diem Meals**
EFFECTIVE DATE RANGE				
START: **END:**				
Lead Lineman	[redacted]			
Lineman				
7th Step Apprentice				
6th Step Apprentice				
5th Step Apprentice				
4th Step Apprentice				
3rd Step Apprentice				
2nd Step Apprentice				
1st Step Apprentice				
Heavy Equipment Operator				
Material Man				
Eq Oper/Field Mech A				
Driver Groundman				
Field Mechanic B				
Field Mechanic C				
Groundman - experienced				
Groundman - 1st Step				
Flagman				
Safety				
Administration				

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PRIMARY SERVICES

SCHEDULE A =- Contractor Billing Rates - Labor *Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement. See the COC MSA for Rates not covered below.*					
EFFECTIVE DATE RANGE					
Start: 12/21/2022 End: 8/27/2023					
Title		**Travel/Standby Response Rate**	**Emergency Response Working Rate (includes Holidays & Sundays)**	**Travel per diem Lodging**	**Travel per diem Meals**
General Foreman		[redacted]			
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					

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TRANSMISSION LINE RATES

SCHEDULE A =- Contractor Billing Rates - Labor					
Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement. See the COC MSA for Rates not covered below.					
EFFECTIVE DATE RANGE					
START:		**END:**			
Title		**Travel/Standby Response Rate**	**Emergency Response Working Rate (includes Holidays & Sundays)**	**Travel per diem Lodging**	**Travel per diem Meals**
General Foreman		N/A	N/A	[redacted]	
Foreman		N/A	N/A		
Lead Lineman		N/A	N/A		
Lineman		N/A	N/A		
7th Step Apprentice		N/A	N/A		
6th Step Apprentice		N/A	N/A		
5th Step Apprentice		N/A	N/A		
4th Step Apprentice		N/A	N/A		
3rd Step Apprentice		N/A	N/A		
2nd Step Apprentice		N/A	N/A		
1st Step Apprentice		N/A	N/A		
Heavy Equipment Operator		N/A	N/A		
Material Man		N/A	N/A		
Eq Oper/Field Mech A		N/A	N/A		
Driver Groundman		N/A	N/A		
Field Mechanic B		N/A	N/A		
Field Mechanic C		N/A	N/A		
Groundman - experienced		N/A	N/A		
Groundman - 1st Step		N/A	N/A		
Flagman		N/A	N/A		
Safety		N/A	N/A		
Administration		N/A	N/A		

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EQUIPMENT RATES

SCHEDULE A - Contractor Billing Rates - Equipment		
Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for Equipment deployed upon Owner's request for the term of this Agreement. See the COC MSA for Rates not covered below		
EFFECTIVE DATE RANGE		
Start: 12/21/2022	**End: 8/27/2023**	
Equipment	**Travel Rate**	
1/2 ton pick-up truck 2 x 4	[redacted]	
1/2 ton pick-up truck 4 x 4		
10 Ton Trailer		
3/4 Ton Pick-up Truck - 4 wheel drive		
9 Ton 3x1 Trailer		
Air Compressor		
Air Compressor with Tools		
ATV with pull behind trailer		
Boom Truck		
Bucket - Squirt Boom		
Bucket Truck - 55 ML		
Bucket Truck - 55MH		
Bucket Truck - 65 ft		
Bulldozer - Small		
Compressor 850 CFM		
Digger (Corner Mounted)		
Digger Derrick		
Dump Truck		
Flatbed Truck		
Lift Gate Material Truck		
Material Trailer		
Pole Trailer		
Rack Truck - Large		
Rock Drill with truck		
Single Arbor Trailer		
Utility Truck - 1 Ton		
Wire Puller Tensioner		
Wire Trailer		

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EXHIBIT C
Owner Emergency Response Work - Contractor Profile Input Form

Section	Data Field	Contractor Information
Contractor Information	Contracting Area	
	Service Provided	Transmission & Distribution Construction
	Contractor Name	Michels Power, Inc.
	Contractor Address 1	1775 East Shady Lane
	Contractor Address 2	
	Contractor City	Neenah
	Contractor State	WI
	Contractor Zip	54956
Primary Contact Information	Last Name	Ward
	First Name	Tony
	Title	Construction Manager
	Office Phone	
	Mobile Phone	920-344-6570
	Alternative Phone	
	Fax	storm@michels.us
	Email	tward@michels.us
Secondary Contact Information	Last Name	Longmier
	First Name	Matt
	Title	Director of Operations Support
	Office Phone	920-969-4202
	Mobile Phone	920-579-4755
	Alternative Phone	
	Fax	storm@michels.us
	Email	mlongmie@michels.us
Billing Contact Information	Last Name	Bunn
	First Name	Brittany Bunn
	Title	Accounts & Business Analytics Manage
	Office Phone	920-969-4203
	Mobile Phone	920-224-2557
	Alternative Phone	
	Fax	bbunn@michels.us
	Email	powerar@michels.us
Resource Information	Deployment Location	Watertown, CT
	Labor - Total head count	70
	Equipment - General description and quantity of equipment available (include fuel type requirements: gas, diesel, etc)	(21) 48'-60' bucket (diesel); (4) bucket >40' (diesel); (10) diggers; (8) 3/4 Pickups (gas)
	Crew size - number of persons & equipment per crew	2-man crews; (1) bucket truck per crew
	How are crews managed?	General Foreman, Construction Manager, Superintendent
	Are you available 24x7?	Yes
	If no, please specify hours of operation.	N/A
	Comments	

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EVERSOURCE ENERGY RIGHT OF FIRST REFUSAL (ROFR)

Statement of Work

Abstract

Statement of Work (referred to as "SOW") is subject to and entered into pursuant to the General Terms and Conditions dated (TBD), between Eversource Energy Service Company ("EVERSOURCE") and (Contractor Company)



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1.Right of First Refusal Statement of Work

Right of First Refusal: This agreement gives Eversource the right to enter into a storm agreement with agreed upon resource requirements during an emergency response with a (contractor) before other investor-owned utilities can. If Eversource, with this right, declines to enter into a transaction, the (contractor) is free to entertain other offers from investor-owned utilities during emergency response events.

This Right of First Refusal Statement of Work, effective the (DATE), (referred to as "SOW") is subject to and entered into pursuant to the General Terms and Conditions dated (DATE) between Eversource Energy Service Company ("EVERSOURCE") and (NAME OF CONTRACTOR) ("Contractor").

2.Agreement Name

Eversource Energy Right of First Refusal (ROFR)

3.Agreement Overview

(Contractor) will give Eversource the Right of First Refusal for up to (TBD #) Full Time Equivalent (FTE) Line workers equating to (TBD #) of crews.

- The (TBD #) crews will be on-site ready to work in the Eversource Service territory within 24 hours of Eversource activating (Contractor).
- The (TBD #) crews will be on-site ready to work in the Eversource Service territory within 48 hours of Eversource activating (Contractor).

As part of the RoFR Agreement Eversource agrees to pay (TBD#) FTE mentioned above for three days of storm Labor.

4.Definitions

Full Time Equivalent (FTE):
a unit to measure for line workers employed in a way that makes them comparable although they may work a different number of hours per week

Crew:
Acceptable crew composition is defined below:

- Overhead Crew with 1 bucket and maximum of 2 Workers, with at least 1 of the 2 workers being a qualified lineman at minimum.
- Overhead Crew with 1 Bucket, 1 Digger, & 2 -3 Workers (minimum 1 Journeyman Lineman - JL)
- Overhead Crew with 2 Buckets, and 3 Workers (minimum 2 JLs)
- Overhead Crew with 2 Buckets, 1 Digger, and 3 Workers (minimum 2JLs)

Ready to work:
Crews are rested and ready to commit labor for a full 16-hour shift wherever they are directed within the Eversource Service Territory

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Three days of storm labor:
Three consecutive 16-hour shifts which begins based on the provided ready to work time in official hiring email, this includes travel time to provided Eversource location identified in your hiring email. When the first bucket begins to roll, that's when the start time begins. Reference service agreements for rate details.
Contractor RoFR Notification:
This documented notification to Eversource from the contractor requires the contractor to provide proof of a bona fide offer from another investor-owned utility that has requested the used of said contractors' resources in support of a restoration event. Utility must be identified with number of resources being requested within documented notification Eversource response window is then activated.
Eversource Response Window:
A 2-hour timeframe starting upon the Contractor RoFR Notification, in which Eversource must approve or reject Contractor to work under a RoFR agreement for storm event
Hiring Notification:
Documented hiring email notifying Contractor of activation that includes detailed instructions and documentation of the required RoFR storm support
Approved Contractor RoFR Point of Contact (POC):
Identified person(s) approved to submit a Contractor RoFR Notification message to Eversource that triggers the Eversource Response Window.
Eversource Resource Support Group (ERSG):
Group within Eversource that provides hiring notification to approved Contractor RoFR POC triggering the RoFR agreement to take effect and documents the start of the three days of storm labor.
ARIBA: Cloud-based procurement, spend management and supply chain system that enable Contractors to unload invoices for Eversource payment digitally. Contractor shall use ARIBA for the upload and processing of invoices.

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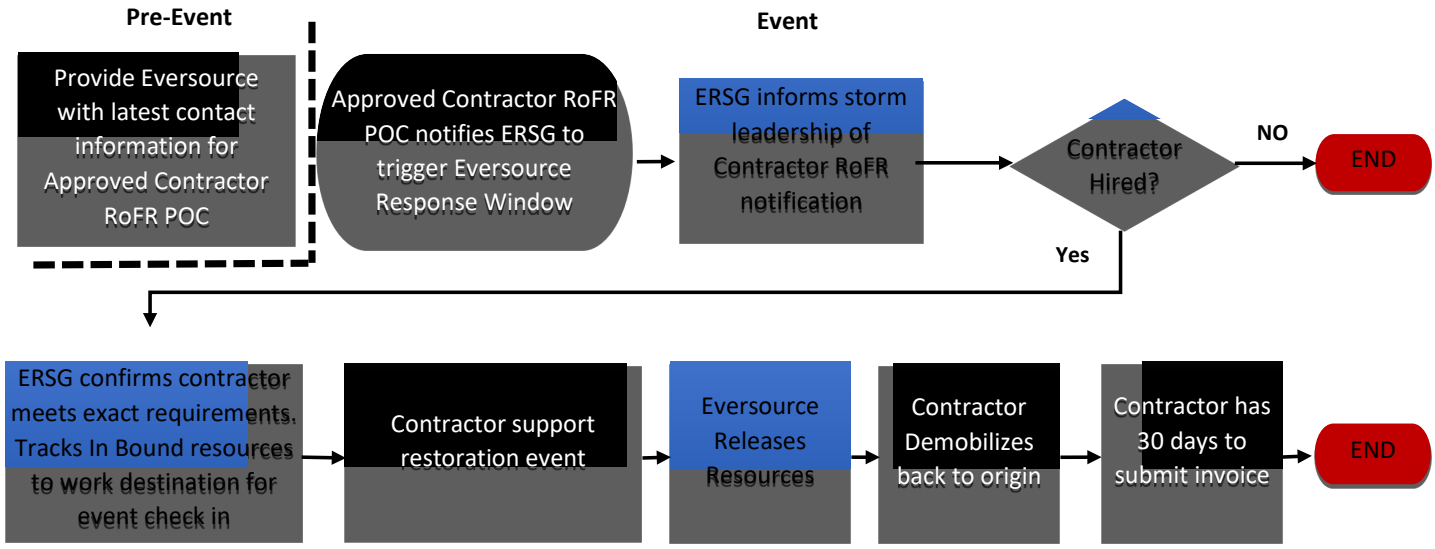
5. Detailed Agreement Process Diagram

Contractor
Eversource



6. Agreement Responsibilities

This section articulates the roles and responsibilities of (Contractor) and EVERSOURCE throughout the Agreement as specified in this SOW.

6.1 Contractor Responsibilities

(Contractor) will be responsible for the following:

- Provide only crews and equipment asked and agreed to through confirmation email
- Providing total (TBD #) FTE Line workers
  - Within 24 hours: (TBD #) Crews
  - Within 48 hours: (TBD #) Crews
- Provide updated approved Contractor RoFR POC Information to ERSG
- Notify ERSG of changes to approved Contractor RoFR POC
- Provide Contractor RoFR Notification when your resources are being requested by other IOUs, Contractor RoFR Notification must include:
  - IOU requesting the resources
  - Number they are requesting to secure
- Confirm the receipt of hiring notification formally triggering the three days of storm labor
- Ensure Contractor company name is displayed on vehicle door through signage or temporary magnetic sign for sub-contractors.

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- File invoices using approved purchase order number provided by Eversource within 30-day post event demobilization

6.2 Eversource Responsibilities

EVERSOURCE will be responsible for the following:

- Provide Purchase Order Number for invoicing
- Make specific request for number and type of crews and equipment, I.E. Buckets, Diggers, off-road
- Approve or reject Contractor RoFR Notification within 2 hours of alert
- Provide documented detailed hiring letter upon Contractor RoFR Notification approval
- Provides start times and locations to crews
- Provide external field resource coordination representative to hired crews
- Guarantee three days of storm labor
- Provide all onboarding training and required event safety training upon storm hiring
- Provide pre-vent training as needed i.e., timesheet, roster, and software tool training as needed
- Provide exacting equipment and FTE requirements
- ERSG approves and or rejects equipment listed in roster

7. Training

- EVERSOURCE will provide incident on boarding briefings upon hiring to include roster, safety, and event specific on-board brief
- EVERSOURCE will provide training pre-event on timesheets, roster completion, invoicing, and event tools as needed

8. Communication Plan

- (Contractor) will provide approved Contractor RoFR Point of Contact as the sole contact point to submit a Contractor RoFR Notification to the Eversource Resource Support Group
- Eversource Resource Support Group will notify Eversource leadership of Contractor RoFR Notification and attain a response within 2 hours
- Eversource Resource Support Group will communicate approval or rejection of Contractor RoFR Notification
- If Hired Eversource Resource Support Group will provide Hiring Notification to (Contractor)
- (Contractor) will acknowledge hiring email and return required documentation to Eversource Resource Support Group

8.1 Agreement Governance

The primary points of contact between EVERSOURCE and (Contractor) shall be the respective Eversource Sourcing Agent and identified agreement point of contact.

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8.2 EVERSOURCE Agreement Personnel

The Agreement shall be staffed with a core agreement team. Additional personnel shall be assigned to work under the direction of the core team as required to effectively implement the solution(s).

Role	Skill Level
Contractor Leadership	Contractor leadership/Agreement Point of Contact
Approved Contractor RoFR Point of Contact	Contractor Response Coordination

8.3 EVERSOURCE's Resources

Role	Skill Level
Eversource Resource Support Group	Crew Hiring
Procurement Sourcing Agent	Agreement Management
Procurement Leadership	Procurement /Sourcing Agent
Emergency Preparedness Leadership	Emergency Preparedness Organizational Response and Management

8.4 Change Management Process

Changes in scope will be managed by a formal change management process that will address changes in scope, schedule, and dollars. Changes in scope will be subject to written approval by Eversource and (Contractor). The Parties may mutually agree to offset the requested scope addition with a corresponding scope reduction.

Any changes that may arise in agreement will be documented using a change order

9. Term of the SOW

Three years, renewable for up to two more years exercised annually, subject to review and mutually agreeable amendments after the first Three months in each term

10. Rates

No upfront costs, with activated crews billed as agreed upon ERP rates between Eversource and (Contractor) See the following for agreed upon ERP rates between Eversource and (Contractor) for more details:

- **Cover Agreement Emergency Response Electric Utility Services and Response Commitment**

11. Out of Scope

Any change of direction not outlined in this scope of work pertaining to emergency response activation and hiring. Any additional emergency response work not listed in this SOW.

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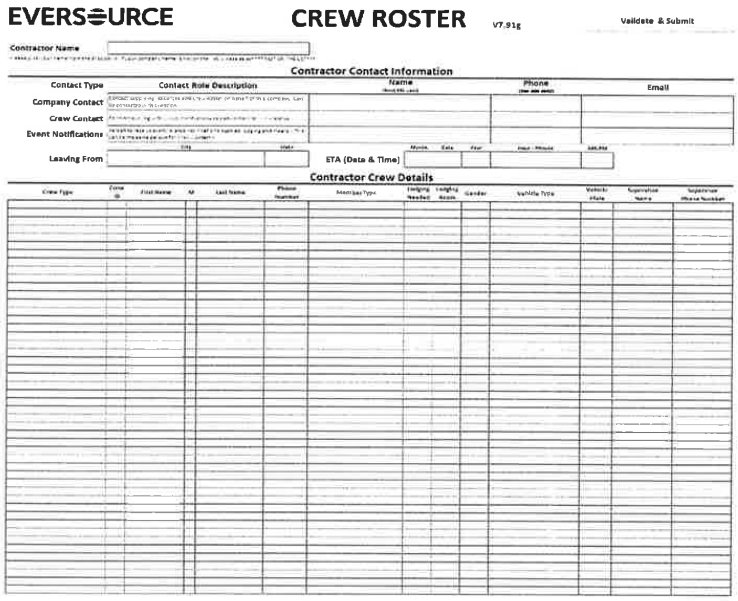
12. Assumptions

EVERSOURCE Energy makes the following pricing assumptions and clarifications in performing this work:

- All personnel being provided to Eversource are qualified in their role
- (Contractor) will still be willing to provide emergency response work outside of RoFR agreement if (Contractor) is not contacted by an IOU for an event, hence not trigging this RoFR agreement to take effect

REDACTED

Appendix A



EVERSOURCE CREW ROSTER v7.91g Validate & Submit

Contractor Name

Contractor Contact Information

Contact Type	Contact Role Description	Name	Phone	Email
Company Contact				
Crew Contact				
Event Notifications				

Leaving From ETA (Date & Time)

Contractor Crew Details

Crew Type	Crew ID	First Name	MI	Last Name	Phone Number	Member Type	Lodging Needed	Lodging Room	Gender	Vehicle Type	Vehicle Plate	Supervisor Name	Supervisor Phone Number

REDACTED

SECONDARY SERVICES

SCHEDULE A =- Contractor Billing Rates - Labor

Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for the term of this Agreement.

EFFECTIVE DATE RANGE

START: September 1, 2024 **END: August 31, 2025**

Title	Straight Time Rate	Travel/Standby Response Rate	Emergency Response Working Rate (includes Holidays & Sundays)	Travel per diem Lodging	Travel per diem Meals
General Foreman	[redacted]				
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					

REDACTED

PRIMARY SERVICES

SCHEDULE A =- Contractor Billing Rates - Labor

Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for the term of this Agreement.

EFFECTIVE DATE RANGE

START: September 1, 2024 **END: August 31, 2025**

Title	Straight Time Rate	Travel/Standby Response Rate	Emergency Response Working Rate (includes Holidays & Sundays)	Travel per diem Lodging	Travel per diem Meals
General Foreman	[redacted]				
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					

REDACTED

TRANSMISSION LINE RATES

SCHEDULE A =- Contractor Billing Rates - Labor					
Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel shall be in effect for the term of this Agreement.					
EFFECTIVE DATE RANGE					
START: September 1, 2024			**END: August 31, 2025**		
Title	**Straight Time Rate**	**Travel/Standby Response Rate**	**Emergency Response Working Rate (includes Holidays & Sundays)**	**Travel per diem Lodging**	**Travel per diem Meals**
General Foreman	[redacted]				
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					

REDACTED

EQUIPMENT RATES

SCHEDULE A - Contractor Billing Rates - Equipment

Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for the term of this Agreement.

EFFECTIVE DATE RANGE

START: September 1, 2024 **END: August 31, 2025**

Equipment	Rate
	[redacted]
1T UTILITY/FLATBED/DUMP TRUCK	
SUBSTATION WELDING TRUCK/TRAILER	
TRUCK UTILITY ENCLOSED	
TANDEM/DUMP TRUCK	
TRUCK DUMP QUAD	
MECHANIC TRUCK	
SMALL PICKUP (0.5 TON)	
MEDIUM PICKUP (0.75 TON)	
LARGE PICKUP (1 TON)	
VAN	
BUCKET TRUCK < 48	
BUCKET TRUCK - 48-60ft	
BUCKET TRUCK 6X6-70FT+	
BUCKET TRUCK 6X6-93FT+	
BUCKET TRUCK 94-105 FT	
BUCKET TRUCK 106FT - 125FT	
BUCKET TRUCK BAREHAND 95 - 125FT+	
TRUCK PLATFORM > 150FT	
DIGGER DERRICK	
DIGGER DERRICK 60-70 FT	
DIGGER DERRICK 80 FT	
DIGGER DERRICK - BACKYARD	
DRUM PULLER - SINGLE OH OR URD	
PULLER - 4 DRUM DISTRIBUTION	
PULLER - 4 DRUM TRANSMISSION	
PULLER - V GROOVE	
WIRE/REEL RACK ONE POSITION	
TRAILER REEL POWERED	
WIRE RACK TWO POSITION	
WIRE RACK THREE POSITION	

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WIRE RACK THREE POSITION W/HYD TAKE UP	[redacted]
CONDUX TRANSMISSION PULLER	
CONDUX TRANSMISSION RETRIEVER	
CONDUX TRANSMISSION REEL STAND	
CONDUX TRANSMISSION TENSIONER	
HARDLINE PULLER SINGLE 10K-15K	
HARDLINE PULLER SINGLE 20K-30K	
HARDLINE 3 DRUM PULLER - TRANSMISSION	
TENSIONER DISTRIBUTION	
TENSIONER SINGLE TRANSMISSION	
TENSIONER TRANSMISSION STATIC/OPGW	
TENSIONER 3 BUNDLE TRANSMISSION	
SLEEVING TRUCK TRANSMISSION	
SAG CAT	
TRACK DUMP TRUCK - 600 TO 800	
TRACK DUMP TRUCK - 1500	
TRACK DUMP TRUCK - 2200	
TRACK DUMP TRUCK - 3300	
TRACK DIGGER DERRICK W/BUCKET 1500	
TRACK DIGGER DERRICK W/BUCKET 3300	
TRACK BUCKET 100'	
TRACK SWAMP MASTER	
CRANE - TRK MOUNTED 10 - 20 TON	
CRANE-TRK MOUNTED 21 - 38 TON	
CRANE-TRK MOUNTED 39 - 45 TON	
BOOM MOUNTED ENERGIZED PHASE LIFTER	
RT CRANE - 10 - 35 TON	
RT CRANE - 36 - 45 TON	
RT CRANE - 46 - 65 TON	
RT CRANE - 66 - 90 TON	
RT CRANE - 130 TON	
CRANE TRACKED TELOSCOPIC 40-59T	
CRANE TRACKED TELOSCOPIC 60-80T	
CRANE TRACKED TELOSCOPIC 81-100 T	
MINI BACKHOE/EXCAVATOR	
12/18MT EXCAVATOR	
20/24MT EXCAVATOR	
40/49MT EXCAVATOR	
EXCAVATOR W/SHEAR	
RUBBER TIRED EXCAVATOR	
BREAKER SML <28K	
BREAKER MED 28K-60K	
BREAKER LRG 61K-99K	
BREAKER XL >100K	
DRUM CUTTER	

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PADDING BUCKET	[redacted]
SKID LOADER	
BACKHOE	
BACKHOE WITH HAMMER	
SMALL UTILITY TRACTOR	
FARM IMPLEMENT STATIC/POWERED	
BLOWER STRAW	
SEEDER HYDRO	
DIESEL TRACTOR	
DIESEL TRACTOR W/CRANE OR POLE LOADER	
TRAILER (POLE DISTRIBUTION, FRAMING, COMBO)	
TRAILER (WELLS FARGO STYLE SMALL JOB TRAILER)	
TRAILER (2 OR 3 AXEL BACK HOE STYLE)	
TRAILER (POLE TRANSMISSION)	
TRAILER (SEMI - VAN AND STEP DECK)	
TRAILER (LOWBOYS)	
TRAILER (HOT STICK DISTRIBUTION)	
TRAILER (HOT STICK TRANSMISSION 69KV-138KV)	
TRAILER (HOT STICK TRANSMISSION 230KV-345KV)	
TRAILER (URD SPLICE / TERM)	
JD 450	
CAT D5 DOZER	
CAT D6 DOZER	
CAT D7 DOZER	
CAT D8 DOZER	
MEDIUM KNUCKLEBOOM FLATBED-BRIDGETRUCK	
LARGE KNUCKLEBOOM FLATBED	
SCISSORS/MAN LIFT	
TELESCOPIC FORKLIFT	
TELESCOPIC MANLIFT - 40-70 FT	
TELESCOPIC MANLIFT - Over 70FT	
FUEL TRUCK - SMALL	
FUEL TRUCK - LARGE	
TRUCK GRAPPLE	
TIMBERPRO	
WALK BEHIND TRENCHER	
SMALL RT TRENCHER PLOW	
MEDIUM RT TRENCHER	
LARGE RT TRENCHER	
TRENCHER 250HP WHEEL/CHAIN	

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TRENCHER 200HP WHEEL/CHAIN	[redacted]
TRENCHER WHEEL BARBER GREENE	
TRENCHER >250HP WHEEL/CHAIN	
VIBRATORY CABLE PLOW 0-130 HP	
VIBRATORY CABLE PLOW 131-200 HP	
DOZER PLOW 300-399HP	
D7 CABLE PLOW	
DRILL HDD SML <20K LBS	
DRILL HDD D24X40	
DRILL HDD D36X50	
DRILL HDD DR40X55	
BORING MACHINE CORE DRILL	
BORING MACHINE AUGER 60"	
BORING MACHINE AUGER 48"	
BORING MACHINE AUGER 42"	
BORING MACHINE AUGER CRADLE	
BORING MACHINE AUGER 24"	
PUMP MUD 500GPM	
PUMP MUD CLEANING 500 GPM	
FUSION SPL	
FUSION MACHINE 2"-20"	
FUSION MACHINE 24- 48"	
MEDIUM LOADER	
LARGE RT LOADER CAT 980 or Equal	
XL LARGE RT LOADER CAT 988 or equal	
COMPRESSOR 0-250 CFM	
COMPRESSOR 251-800 CFM	
COMPRESSOR 801-1600 CFM	
PRESSURER DIGGER - TEXOMA	
WATSON 1100 DRILL	
HAMMER CASING - APE 200	
DRILL VERT 101K-155K FTLB	
DRILL VERT 156K-200K FTLB	
DRILL VERT 201K-225K FTLB	
DRILL VERT >225K FTLB	
DRILL ROCK BLASTING	
PUMP SKID SLURRY/GROUT	
FRAC TANK	
CAMEL VAC/POT HOLER	
TRUCK HYDRO VAC > 9 CU YD	
TRUCK HYDRO VAC < 9 CU YD	

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TRUCK CHOPPER CABLE	[redacted]
TRUCK MUD ENCLOSED	
TRUCK TV/CUTTER or LATERAL	
TRUCK TV/GROUT	
TRUCK TV	
GENERATOR 0-10KW	
GENERATOR 11-50KW	
GENERATOR 51-125KW	
GENERATOR 126-400KW	
GENERATOR 401-1000KW	
LIGHT PLANT	
2" ELECTRIC PUMP	
3" ELECTRIC PUMP	
GROUND POUNDER	
JUMPING JACK	
PLATE COMPACTER	
HYD. COMPACTOR	
CLAY PLATE COMPACTOR	
COMPACTOR	
BUCKET PADDING	
GRADER <100HP	
GRADER 100-225HP	
GRADER >225HP	
ATV	
ATV - WITH TRACKS	
ATV- 6X6 18" TRACKS	
BLOWER FIBER	
TRIPOD SYSTEM	
MANHOLE VENTLTOR	
30 TON POLE JACK	
DMC PRESS & DIES	
GROUND TESTER	
SPACER CART	
100 TON PRESS W/PUMP & HOSE	
THUMPER	
RIGID THREADER	
991 CONDUIT BENDER	
60 TON PRESS W/PUMP & HOSE	
28" TO 42" BUNDLE BLOCKS	
16" TO 20" STRINGING BLOCKS	
RIGGING & PUMP ENCLOSURE	

REDACTED

REDACTED

COVER AGREEMENT
EVERSOURCE ENERGY SERVICE COMPANY
AND
MTV SOLUTIONS INC.

FOR
EMERGENCY RESPONSE ELECTRIC UTILITY SERVICES AND RESOURCE COMMITMENT

This Cover Agreement for Emergency Response Electric Utility Services and Resource Commitment ("Agreement") dated as of **August 3, 2022** (the "Effective Date"), combined with all other Agreement Documents identified below, constitutes the complete agreement (the "Agreement") between EVERSOURCE ENERGY SERVICE COMPANY, as agent for its affiliates ordering Emergency Response Work from Contractor ("Owner"), and [**MTV SOLUTIONS, INC**] ("Contractor"), a CORPORATION with offices at 782 PLYMOUTH ST HOLBROOK, MA 02343, for Contractor's performance of Emergency Response Work (as defined below).

THE AGREEMENT INCLUDES THIS COVER AGREEMENT AND THE DOCUMENTS LISTED BELOW, WHICH ARE ATTACHED HERETO AND MADE A PART HEREOF, AND ALL OTHER DOCUMENTS REFERENCED IN SUCH DOCUMENTS.

- **Purchase Order/Contract (Excluding Terms and Conditions Printed on Reverse Side)**
- **Exhibit A: Emergency Response Work Pricing Schedule**
  - **Schedule A: Standby/Travel Rate Schedules (added to COC MSA Rate Schedules) for:**
    - **Primary Services**
    - **Secondary Services**
    - **Transmission Services**
    - **Equipment**
- **Exhibit B: Contractor of Choice Master Services Agreement ("COC MSA") between the Parties dated June 1, 2021 and Rate Schedule (incorporated by reference)**
- **Exhibit C: Emergency Response Contractor Profile Form**
- **Exhibit D: Eversource Energy Right of First Refusal (ROFR) Statement of Work**
- **Appendix A: Eversource – External Crew Roster**

I. DEFINED TERMS; INTERPRETATION

Capitalized terms used in the Agreement have the meaning given in the applicable document forming a part of the Agreement, including the Pricing Schedule, as well as the COC MSA. For purposes of the Agreement, the definition of Equipment shall include all equipment and mobile equipment, including automobiles, trucks, vans, tractors, trailers, carts, flatbeds, and any other type of rolling stock provided by Contractor for use in the performance of Emergency Response Work. The terms "include(s)," "included" and "including," as well as any variations thereof, are used without limitation.

For purposes of this Agreement (consistent with COC MSA), the following capitalized terms shall have the meanings set forth below:

"Emergency" means any emergency event expected by Owner or declared by Owner (whether or not such event is declared an emergency by any governmental authority), including stormy weather or other adverse weather conditions that are forecasted to occur or have occurred, that causes, or may cause, damage, interruption, impact or unplanned outages to all or a portion of Owner's affiliates' utility systems. An Emergency does not constitute an event of Force Majeure under the Agreement.

REDACTED

"Emergency Response Work" means Emergency-related Work to be provided by Contractor pursuant to each Emergency Response Work Release, as specified by Owner. Emergency Response Work is included within the definition of "Work".
"Emergency Response Work Protocols" means Owner's Emergency Response Work protocols and work standards, procedures and manuals, including Owner's Emergency Storm Restoration Safety Guideline provided to or made available to Contractor, as may be modified from time to time by Owner.

"Emergency Response Work Release" means each release for Emergency Response Work pursuant to an oral communication (i.e., by telephone or in person) or written (i.e., by email, fax or other documentation, in whatever form) issued and/or approved by Owner for Emergency Response Work, in each case under the Order, and in the form and on such terms determined by Owner in good faith. Contractor's commencement of Emergency Response Work awarded to it by Owner pursuant to each Release shall constitute Contractor's acceptance of all of the provisions of the applicable Release.

II. PRIORITY OF DOCUMENTS

Notwithstanding anything to the contrary set forth in the Agreement, if the provisions of this Cover Agreement are inconsistent with or conflict with the provisions of the COC MSA, the terms of this Cover Agreement shall control. If the COC MSA apply to this Agreement, Article 48 of the COC MSA is amended to provide that this Cover Agreement shall have second priority among the Contract documents, behind the Purchase Order (and any Emergency Response Work Releases thereunder) but greater priority than the Special Terms and Conditions (if any) and the other Contract documents. This Cover Agreement replaces the Right of First Refusal Retainer Agreement previously executed between Contractor and Eversource dated ____09/17/21_____ which is hereby terminated.

III. TERM OF THE CONTRACT

The Contract shall be in effect for the periods specified in Purchase Order/ Contract, and shall be automatically renewed for successive one (1) year periods unless Owner notifies Contractor, in writing, at least sixty (60) calendar days before the end of the initial term or the end of any one (1) year renewal term, as the case may be, that Owner elects not to renew the Contract. Upon Owner's delivery of such non-renewal notice to Contractor, this Contract shall terminate at the end of the applicable term.

IV. SCOPE OF EMERGENCY RESPONSE WORK

Contractor shall perform and complete Emergency Response Work in accordance with the Agreement, including Owner's Emergency Response Work Protocols. Owner may require Contractor to perform Emergency Response Work in all or any part of Owner's service territories. Contractor's commencement of Emergency Response Work awarded to it by Owner pursuant to each Emergency Response Work Release shall constitute Contractor's acceptance of all of the provisions of the applicable Emergency Response Work Release. Contractor shall be solely responsible for all means, methods, techniques and procedures for Emergency Response Work.

V. CONTRACTOR RESOURCE COMMITMENTS AND EQUIPMENT INFORMATION; RESPONSE TIME

1. Contractor shall provide Owner with emergency contact information and other information requested by Owner from time to time and, simultaneously with execution of this Cover Agreement, shall complete the Emergency Response Contractor Profile Form attached hereto as Exhibit C ("Contractor Profile"). Contractor shall keep the information in the Contractor Profile current and promptly notify Owner of any changes to the Contractor Profile in writing or using automated processes that Owner may make available from time to time.

2. Contractor hereby provides Owner with a commitment and right of first refusal for crews/FTE's/Equipment (*including Equipment and support, as requested*) as follows:

REDACTED

i. *Crews/FTEs :__155 including support_____*
ii. *Equipment: _____40_____*

3. The foregoing shall be called the Resource Commitment ("Commitment"). In advance of or during emergency or storm events or forecasts of hazardous weather, if Owner desires a Commitment, Owner will contact Contractor as soon as reasonably practicable and notify Contractor if Owner is activating this Agreement and the number of crews/equipment Owner needs, so that Contractor may deploy any resources that are committed to Owner that Owner requests. Owner agrees to pay the standby/travel rates set forth in the attached Rate Schedule until such crews/equipment are deployed and performing Work on Owner's facilities, after which the rate schedule set forth in the applicable COC MSA shall apply.

4. For any particular emergency or storm event, if Contractor receives a firm offer of work from another utility(s) that could impact the Commitment, Contractor will promptly contact the Owner's designated representative and advise Owner of the potential impact to the Commitment. Owner will have _2___ hours from notification to do one of the following:
   i. activate the crews/equipment reserved under the Commitment; or
   ii. release Contractor from the # of crews/equipment in the Commitment obligation impacted by the other customer's firm offer; or
   iii. work with Contractor to revise the Commitment for the particular event to a mutually agreeable smaller crew/equipment commitment number solely for the particular event at issue and release the remaining available crews to work for the other customer.

5. In the event that Owner does not exercise its rights to the Commitment under this Agreement and releases Contractor from all or a portion of the Commitment obligation impacted by the customer's firm offer and Contractor deploys such resources to provide Services to such other customer(s), upon completion of those Services for the other customer (and its affiliates, if applicable and requested by customer), the Commitment will apply to those resources when released by the other customer.

6. Upon Owner's request for crews under this Agreement, the Contractor will deploy the crews/equipment requested in accordance with Owner's schedule and provide the necessary paperwork to DHS (if applicable) with border crossing(s) approvals if applicable, as follows:
   i. The deployment phase shall include (#_____) of crews deployed to Owner's designated staging location within 12 hours of Owner's request for deployment.
   ii. Any remaining balance of crews will arrive in Owner's designated staging location within service territory within 24 hours of Owner's request.

7. Within two (2) hours after Owner's request for Contractor Crews and Equipment and information, Contractor will provide Owner with the requested information and coordinate with Owner for the deployment schedule for the Owner requested Contractor Crews and Equipment for Emergency Response Work. In addition to the Crews and Equipment subject to the Commitment, Contractor will also advise Owner any of any other available and qualified Contractor crews/equipment and if requested by Owner, provide such Contractor Crews and Equipment to Owner for Emergency Response Work.

8. If, prior to Owner's award of such Emergency Response Work to Contractor, the availability of Contractor Crews or Equipment changes, Contractor shall immediately notify Owner.

9. Contractor shall immediately confirm to Owner the amount of Contractor Crews and Equipment committed to such Emergency Response Work and provide the following information regarding the Contractor Crews and Equipment being mobilized:

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i. The number of persons available and the name, qualifications, job classification, local union affiliation and gender of each such person;
ii. The type and quantity of Equipment to be provided by Contractor;
iii. Crew information (number of crews, persons per crew, and type of Equipment assigned to each crew) Eversource – External Crew Roster (Appendix A) must be completed;
iv. The name and contact information for the on-site supervisor;
v. The name and contact information for the foreman of each work crew;
vi. The response time for mobilization of the Contractor Crews and Equipment to the Site or Owner-designated onboarding location; and
vii. Expeditiously mobilize the committed Contractor Crews and Equipment to the Site **or onboarding location designated by Owner** in accordance with the mobilization schedule specified by Owner. Contractor must notify Owner immediately if there will be any delay in deploying the requested Contractor Crews and Equipment, and in such event notify Owner in writing as to when such resources will be available and can be on Site for such Emergency Response Work;
viii. Provide at least one (1) supervisor for Contractor Crews, in addition to a foreman for each work crew; and unless defined differently in the Contract, crew will be regarded, for overhead distribution and primary, as one (1) bucket truck and two (2) qualified employees.
ix. Provide at least one English speaking crew member per crew who can translate for non-English speaking crew members.

10. In addition to complying with all other applicable provisions of the Contract, Contractor Crews performing Emergency Response Work shall:

    i. Be qualified and fit for duty (including no use of alcohol or illegal drugs, and no use of legal drugs that could adversely impact job performance).

    ii. Comply with all of Owner's Emergency Response Work Protocols; and

    iii. Not include Subcontractors or other third parties who are not employees of Contractor.

11. The Commitment means the Contractor agrees to provide the number of resources requested by Owner within the Commitment as prescribed in this Agreement to Owner for Emergency Restoration services for the length of the Emergency Restoration Event. Crews offered at Inquiry will remain available to Owner until released by Owner at the Contractor's request. In every instance Owner will determine the length of the Emergency Restoration Event.

12. The Owner retains ownership and salvage rights to all material. Return wire is to be cut up and placed in designated storage containers. Material deemed by the Owner representative as unsalvageable is to be disposed of by Contractor, at the Owner designated container.

13. Energized Conductors-The conductors involved in this contract may be energized at voltages up to 34.5kV, or higher if the Work issued involves transmission lines.

14. Terms of Engagement: All resources will remain on property until they are formally released by Owner's Management.

15. Inventory and Obtaining materials -The Contractor will sign for all material received. There will be a closing inventory when the job is completed. At no time will Contractor take any materials not authorized by the Owner representative. Contractor will be escorted to the stock area by a Owner representative.

REDACTED

VI. MEALS AND LODGING

Unless otherwise agreed in advance and in writing by Owner and Contractor, Owner will provide meals, lodging and all necessary supplies and materials for the performance of Emergency Response Work (but not tools or safety equipment or clothing) for Contractor Crews performing Emergency Response Work while they are at the Site or Owner-designated onboarding site. If it is more efficient for Contractor Crews to obtain meals that are not Owner-provided, Owner shall, if Owner or the Owner's Representative has preapproved such alternative arrangement in writing, reimburse Contractor with no markup for the reasonable cost of such meals, provided that Contractor submits itemized and signed receipts covering such expenses. No additional mark ups are allowed.

If Owner assigns lodging for Contractor's crews and any of the Contractor crews decline to stay at their assigned lodging, then any alternative lodging procured by the Contractor for such crews will be at Contractor's own expense and will not be reimbursed. Any travel time for Contractor crews to get to such alternative lodging provided by Contractor shall not be billed to Owner and will not be reimbursed.

If Owner does not provide meals and lodging, Contractor shall be compensated for meals and lodging in accordance with the applicable per diem rates set forth in the Pricing Schedule during the periods that Contractor is compensated for Contractor Crews and Equipment at the applicable Travel Time Rates set forth in the attached Pricing Schedule.

VII. EQUIPMENT AND VEHICLES

Unless otherwise agreed to in advance and in writing by Owner and Contractor, all Contractor Crews will arrive at the Site or Owner-designated onboarding site fully equipped with all tools and equipment necessary and appropriate to properly, safely and diligently perform Emergency Response Work, including all Personal Protective Equipment (PPE) and all items that are required by OSHA, federal, state or Owner safety and health regulations, including enclosed space and/or confined space entry equipment, traffic control devices, and public safety protection.

Contractor Crews mobilized for Emergency Response Work shall use any and all field technology provided by Owner in connection with such work, including GPS and wireless communications equipment. Any tools or equipment provided by Owner to Contractor Crews, including any field technology (e.g. GPS, wireless communications equipment), shall be returned to Owner upon the completion of the Emergency Response Work or otherwise as directed by Owner. Contractor will be charged for any tools or equipment not returned to Owner and/or not in good working condition.

All vehicular Equipment provided by Contractor and used by Contractor Crews shall be fully equipped and comply with all applicable state and federal laws and regulations as well as applicable safety standards, including, to the extent applicable, ANSI 92.2 2009, requiring testing of vehicles with insulated vehicle-mounted elevating and rotating aerial devices. Commercial vehicles used for Emergency Response Work must be maintained in compliance with the Federal Motor Carrier Safety Regulations (FMCSR).

Contractor Crews driving commercial vehicles must be duly trained, licensed and qualified in compliance with all applicable laws and regulations, including FMCSR.

VIII. SCHEDULE

Contractor recognizes the critical nature of Emergency Response Work and the importance to Owner of Contractor's prompt response and diligent and timely completion of all Emergency Response Work, and accordingly, time is of the essence for Contractor's response to Owner's request for information, Contractor Crews and Equipment mobilization, Contractor performance of Emergency Response Work and meeting all of Contractor's obligations under the applicable provisions of the Contract. Emergency Response Work shall begin as specified in each Emergency

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Response Work Release, and shall end, when the Owner has released the Contractor from restoration work by the Owner's Representative. Contractor will return all material to the appropriate service center and provide completed signed time sheets.

Emergency Response Work shall be subject to any government agency mandated rest time.

IX. INVOICING AND PRICING TERMS SEE ATTACHED ADDENDUM

Contractor shall record its labor time and Equipment usage time on a daily basis using only the required timesheet form- the ERP Owner Contractor Storm Daily Time Sheet and Work Log (UNK-5008) and provide daily timesheets to the Owner's Representative for signature. Contractor shall invoice Owner upon completion of Emergency Response Work, unless such Emergency Response Work assignment extends beyond two (2) weeks, in which case Contractor may invoice Owner every two (2) weeks. Each invoice for Emergency Response Work submitted by Contractor shall be accompanied by the completed and Owner signed required time sheets and receipts for authorized expense reimbursement items for the applicable period that have been approved in writing by the Owner's Representative. Contractor shall comply with any and all reasonable requests made by Owner to expedite the invoicing process for Emergency Response Work, including the electronic submission of the completed ERP Owner Contractor Storm Daily Time Sheet and Work Log (UNK-5008) timesheets and expense receipts. Notwithstanding any conflicting provisions of the COC MSA, Owner shall process and pay each correct invoice for Emergency Response Work or provide written objections to all or any portion of each disputed invoice for Emergency Response Work within sixty (60) days after receipt by Owner. Likewise, with respect to Emergency Response Work, if Owner disputes a portion of an invoice submitted by Contractor, at Owner's request Contractor shall submit a revised invoice with current date for the undisputed amount and Owner shall pay such undisputed portion within sixty (60) days after receipt thereof.

For work performed with non-union labor, the Contractor agrees that such Work will be billed at non-union labor rates. If any work involves classifications not specifically set forth in the Pricing Schedule or requires any adjustments, such rates shall be submitted to Owner for approval prior to the start of work. The Contractor shall provide revised labor billing rate schedule for all labor classifications.

All Emergency Response Work shall be invoiced at the rates set forth in the Pricing Schedule. Contractor must use ERP Owner Contractor Storm Daily Time Sheet and Work Log (UNK-5008) to track time and submit completed forms in order to receive payment.

X. OWNER'S EMERGENCY RESPONSE WORK PROTOCOLS

Contractor and all Contractor Crews shall comply with all Emergency Response Work Protocols in effect at the time Contractor Crews perform Emergency Response Work, which may be found at www.eversource.com Eversource safety documentation will be provided during the on-boarding process.

XI. EXECUTION

This Cover Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Facsimile and portable document format (PDF) copies of signatures shall constitute original signatures.

[

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SIGNATURE PAGE TO THE COVER AGREEMENT between EVERSOURCE ENERGY SERVICE COMPANY and [MTV SOLUTIONS, INC.] for EMERGENCY RESPONSE ELECTRIC UTILITY SERVICES and RESOURCE COMMITMENT

IN WITNESS WHEREOF, the Parties hereby agree the terms and conditions described in the Cover Agreement are executed as of the Effective Date.

The Parties agree that the counterpart, facsimile or electronically reproduced signatures of the Parties are intended to authenticate this writing, and to have the same force and effect as manual signatures.

MTV SOLUTIONS, INC (CONTRACTOR)	Eversource Energy Service Company (OWNER)
NAME [signature]	NAME [redacted]
PRINTED NAME Thomas Keough	PRINTED NAME
TITLE President	TITLE DIRECTOR, PROCUREMENT
DATE 9/9/22	DATE 9/14/22

REDACTED

EXHIBIT A
PRICING SCHEDULE

Unless otherwise agreed to in writing by Owner, all Emergency Response Work shall be performed on a time and equipment price basis (such rates, the "Emergency Response Work Rates").

1 For purposes of this Pricing Schedule, the following capitalized terms shall have the following definitions:

"District of Service Center "refers to a Owner location where Owner and Contractors staff work to support maintenance and restoration activities.

"Receiving Center" refers to the initial reporting location for registration and safety briefings.

"Staging Areas" temporary designated locations established throughout Owner service territory which may be used to issue materials, meals, equipment parking/storage, wet fueling, lodging, safety briefings and work assignments as needed.

"Emergency Response Rates for Equipment" are the agreed rates payable for Equipment from the commencement of applicable Emergency Response Work through the termination of such Emergency Response Work, excluding when the Contractor Crews are on rest time prior to the termination of such Emergency Response Work. Equipment Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for the term of this Agreement. If Owner provides any fuel to Contractor, Contractor shall reimburse Owner for such fuel costs and at Owner's option, Owner may either invoice Contractor for such fuel costs or the cost of such fuel may be deducted from Contractor's invoice amount for Emergency Response Work.

"Standby Rates apply to labor resources only"

"Emergency Response Working Rates for Labor" are the agreed labor rates set forth in the COC MSA payable from the commencement of applicable Emergency Response Work through the termination of such Emergency Response Work, excluding rest time during that Emergency Response Work. Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.

"Standby Retainer Fee" is the amount paid to Contractor each calendar day they are asked and agree to go on to Standby. Once the Contractor agrees to go on to Standby, the entire Standby Retainer Fee, originally agreed to, will be paid regardless of whether or not Contractor Crews are requested to mobilize that day. The Standby Retainer Fee is equal to 8 hours straight time for every 24 hour period on standby at the Emergency Response Rates for Labor for each Contractor Labor Resource who is listed on the Standby Roster for that Standby Request. Owner will not pay the Standby Retainer Fee for any Labor Resource listed on the Standby Roster of an event who is not provided by the Contractor for that event. Owner also will not pay the Standby Retainer Fee for any Labor Resource listed on the Standby Roster of an event who is not requested by the Owner. The Standby Roster must be provided to the Owner prior to the start of the Standby Request. The Standby Retainer Fee will not include the cost associated with any Contractor Equipment. Once the contractor is activated to mobilize the mobilization rates will apply and the Standby retainer Fee will not be in effect.

"Travel Time Rates for Equipment" are the rates in the attached Schedules payable for all Equipment for the period when Contractor Crews associated with such Equipment are being compensated at the Travel Time Rates for Labor, and includes all transit costs associated with the delivery of such Equipment for the performance of Emergency Response Work, and return to the location from which the Equipment was deployed.

REDACTED

"Travel/Standby Response Rate" are the rates **in the attached Schedules** applicable for travel time expended by Contractor Crews located outside of Owner's service territory in which Emergency Response Work is to be performed, calculated based upon the following:

Reasonable time necessary to travel the distance from the Contractor Crews deployment location to the Site or onboarding site designated by Owner, as applicable; and

Reasonable time necessary to travel the distance from the Emergency Response Work completion location to the deployment origin of Contractor Crews.

2 Subject to the provisions of Section 4 (Rate Changes) of this Pricing Schedule, Contractor shall be compensated for Emergency Response Work performed in compliance with the Contract in accordance with the Contractor Billing Rates attached hereto as Schedule A.

3 Reimbursable Expenses: Unless otherwise agreed to in writing by Owner, all of Contractor's reimbursable expenses that are accounted for during mobilization and demobilization are at Travel per diem rates and Equipment rates as set forth per schedule A. Tolls with appropriate back up receipts will be paid as a pass thru. Contractors are not allowed to add markup for any expenses. In no event shall Owner reimburse Contractor for any expenses relating to tobacco products, alcohol, laundry, personal hygiene products or other non-Emergency Response Work-related personal expenses.

4 Rate Changes: The Contractor Billing Rates set forth in Schedule A shall be in effect for a minimum period of one year and shall not be subject to change until after the end date of the effective billing rates, as set forth in the applicable Pricing Schedule A attached hereto and as the same may be amended from time to time by mutual written agreement of the parties ("Effective Rate End Date"). If and when Contractor proposes to modify its then-applicable billing rates for the period subsequent to the Effective Rate End Date, Contractor shall provide Owner with proposed updated rates to be used for the period set forth in such proposal (which may not be for duration of less than one year). Such proposed revised billing rates shall be added to and incorporated into the Contract only upon written approval by Owner. Any dispute regarding proposed rate adjustments will be resolved in accordance with the dispute resolution process set forth in the COC MSA. In the event that Contractor does not make adjustments to its rates applicable to Emergency Response Work after the applicable Effective Rate End Date, then the last Emergency Response Work Rates on file with Owner shall be used by Owner to compensate Contractor for Emergency Response Work performed after such Effective Rate End Date. No changes to the billing rates for Emergency Response Work shall be effective unless and until approved by Owner in writing.

5 Travel/Mobilization:
Travel/Mobilization shall be defined as the time Contractor crews leave the Contractor's point of origin (staging area) and arrive at the Owner's designated location, including processing at Owner receiving center if required.

Mobilization
When crews Travel to a restoration event and are requested to stand-by at the contractor's base or hotel, travel hours are paid the Travel /Standby Time Rate as outlined for the job classification in Schedule A.

Mobilization to an activated restoration event with the execution of immediate work being conducted will be paid at the Emergency Response Working Rate in Schedule A. Equipment rate applies.

REDACTED

Travel/Mobilization includes time for refueling, bathroom and food breaks and tolls. The Contractor shall submit estimated time of arrival at Owner using the Owner – External Crew Roster (Appendix A). Billing hours shall not exceed 10% of the original estimated time submitted to the Owner without an updated Owner – External Crew Roster. Any adjustments to original estimates shall require phone and written approval by the authorized agent of the Owner, and a revised Owner – External Crew Roster will be required. Estimates will be approved by Owner.

Time is of the essence; however Contractor is responsible for crew safety. Contractor shall notify Owner if they are unable to meet the estimated arrival time, for what reason, and if a new arrival time can be accepted.

Demobilization:
An official release will be issued by the Owner, exclusively. Demobilization includes notification of release by authorized Owner agent, debriefing by Owner field representative, unloading of materials and return to Contractor point of origin or release to other utility if requested. Prior to the authorized Owner representative formally releasing the Contractor, the Contractor will provide an estimate of Demobilization to the Owner Resource Management Representative.

Travel Rates will apply after demobilization.

REDACTED

OUTSIDE RATES

SECONDARY SERVICES

SCHEDULE A =- Contractor Billing Rates - Labor				
EFFECTIVE DATE RANGE – Start: 6/1/22		End: 6/1/23		
Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement. See the COC MSA for Rates not covered below.	**Travel/Standby Response Rate**	**Emergency Response Working Rate (includes Holidays & Sundays)**	**Travel per diem Lodging**	**Travel per diem Meals**
General Foreman	[redacted]			
Foreman				
Lead Lineman				
Lineman				
7th Step Apprentice				
6th Step Apprentice				
5th Step Apprentice				
4th Step Apprentice				
3rd Step Apprentice				
2nd Step Apprentice				
1st Step Apprentice				
Heavy Equipment Operator				
Material Man				
Eq Operator/ Field Mechanic A				
Driver Groundman				
Field Mechanic B				
Field Mechanic C				
Groundman - experienced				
Groundman - 1st Step				
Flagman				
Safety				
Administration/Field Support				
Superintendent				
Wire guard				
Service Crew Electrician				

REDACTED

OUTSIDE RATES

PRIMARY SERVICES

SCHEDULE A =- Contractor Billing Rates - Labor

Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement. See the COC MSA for Rates not covered below.

EFFECTIVE DATE RANGE

START: 6/1/22 **END: 6/1/23**

Title		Travel/Standby Response Rate	Emergency Response Working Rate (includes Holidays & Sundays)	Travel per diem Lodging	Travel per diem Meals
General Foreman		[redacted]			
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Operator					
Driver Groundman					
Field Mechanic A B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration/Field Support					
Superintendent					
Wire guard					
Service Crew Electrician					

REDACTED

OUTSIDE RATES

TRANSMISSION LINE RATES

SCHEDULE A =- Contractor Billing Rates - Labor					
Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement. See the COC MSA for Rates not covered below.					
EFFECTIVE DATE RANGE					
START: 6/1/22		END: 6/1/23			
Title		Travel/Standby Response Rate	Emergency Response Working Rate (includes Holidays & Sundays)	Travel per diem Lodging	Travel per diem Meals
General Foreman		[redacted]			
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Operator/ Field Mechanic A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration/Field Support					
Superintendent					
Wire guard					
Service crew Electrician					

REDACTED

OUTSIDE RATES

EQUIPMENT RATES

SCHEDULE A - Contractor Billing Rates - Equipment		
Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for Equipment deployed upon Owner's request for the term of this Agreement. See the COC MSA for Rates not covered below		
EFFECTIVE DATE RANGE		
START: 6/1/22	**END: 6/1/23**	
Equipment	**Travel Rate**	**Work Rate**
1/2 ton pick-up truck 2 x 4	[redacted]	
1/2 ton pick-up truck 4 x 4		
Mechanic Service truck		
3/4 Ton Pick-up Truck - 4 wheel drive		
9 Ton 3x1 Trailer		
Air Compressor		
Air Compressor with Tools		
ATV with pull behind trailer		
Boom Truck		
Bucket - Squirt Boom		
Bucket Truck - 55 ML		
Bucket Truck - 55MH		
Bucket Truck - 65 ft		
Bulldozer - Small		
Compressor 850 CFM		
Digger (Corner Mounted)		
Digger Derrick		
Backyard machine		
Flatbed Truck		
Lift Gate Material Truck		
Material Trailer		
Pole Trailer		
Rack Truck - Large		
Rock Drill with truck		
Single Arbor Trailer		
Utility Truck - 1 Ton		
Wire Puller Tensioner		
Wire Trailer		

REDACTED

Storm Rates (Inside Rates)

MTV SOLUTIONS

UTILITY	EVERSOURCE CT
DATES OF CONTRACT	1/1/2022-12/31/2022

CLASSIFICATION	RATE	OT	DT
GENERAL FOREMAN	[redacted]		
FOREMAN			
FIELD SAFETY			
LEAD LINEMAN			
JOURNEY LINEMAN			
90% 7TH APPRENTICE			
85% 6TH APPRENTICE			
80% 5TH APPRENTICE			
75% 4TH APPRENTICE			
70% 3RD APPRENTICE			
65% 2ND APPRENTICE			
60% 1ST APPRENTICE			
EQUIPMENT OPERATOR			
TOOL MANAGER			
MECHANIC			
DRIVER/GROUNDMAN			
STORM MANAGER			
FIELD SUPPORT			

EQUIPMENT	
BACKYARD MACHINE	[redacted]
BUCKET	
DIGGER	
PICKUP/SERVICE TRUCK	
POLE TRAILER/TRAILER	
MATERIAL TRAILER	
WIRE TRAILER	
ATV W/TRAILER	
DUMP TRUCK	

OTHER	
MEALS	[redacted]
LODGING	

REDACTED

ADDENDUM TO SECTION IX-- INVOICING AND PRICING TERMS

"INSIDE RATES" are the rates used for all Labor and Equipment that apply to all emergency work for employees currently employed by MTV Solutions Inc. working on Eversource system.

Outside Rates are the rates used for all Labor and Equipment from notification to completion of demobilization after release, excluding rest time for all crews, as shown on the attachments "OUTSIDE RATES SECONDARY SERVICES", "OUTSIDE RATES PRIMARY SERVICES", "OUTSIDE RATES TRANSMISSION SERVICES" and "OUTSIDE RATES EQUIPMENT RATES"

REDACTED

EXHIBIT C

Owner Emergency Response Work - Contractor Profile Input Form

Section	Data Field	Contractor Information
Contractor Information	Contracting Area	ANY
	Service Provided	LINE WORK, SERVICE RESTORATION
	Contractor Name	MTV SOLUTIONS INC
	Contractor Address 1	782 PLYMOUTH ST
	Contractor Address 2	
	Contractor City	HOLBROOK
	Contractor State	MA
	Contractor Zip	02343
Primary Contact Information	Last Name	Davidson
	First Name	Scott
	Title	Executive Vice President
	Office Phone	781-963-1100
	Mobile Phone	781-535-4021
	Alternative Phone	
	Fax	
	Email	sdavidson@mtvsolutions.com
Secondary Contact Information	Last Name	Keough
	First Name	Tom
	Title	President
	Office Phone	781-963-1100
	Mobile Phone	772-446-2391
	Alternative Phone	
	Fax	
	Email	tkeough@mtvsolutions.com
Billing Contact Information	Last Name	Cara-Donna
	First Name	Kelly
	Title	Accounts Administrator
	Office Phone	781-963-1100
	Mobile Phone	
	Alternative Phone	
	Fax	781-963-0071
	Email	kcaradonna@mtvsolutions.com
Resource Information	Deployment Location	HOLBROOK, MA, WINSDOR LOCKS, CT
	Labor - Total head count	See addendum A
	Equipment - General description and quantity of equipment available (include fuel type requirements: gas, diesel, etc)	See addendum A
	Crew size - number of persons & equipment per crew	Crew -1 bucket 2 persons
	How are crews managed?	General foreman
	Are you available 24x7?	YES
	If no, please specify hours of operation.	
	Comments	

REDACTED

EVERSOURCE ENERGY

EVERSOURCE ENERGY RIGHT OF FIRST REFUSAL (ROFR)

Statement of Work

Abstract

Statement of Work (referred to as "SOW") is subject to and entered into pursuant to the General Terms and Conditions dated (TBD), between Eversource Energy Service Company ("EVERSOURCE") and (Contractor Company)

[redacted]

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Eversource Energy Right of First Refusal (RoFR)
Statement of Work

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Eversource Energy Right of First Refusal (RoFR)
Statement of Work

1.Right of First Refusal Statement of Work

Right of First Refusal: This agreement gives Eversource the right to enter into a storm agreement with agreed upon resource requirements during an emergency response with a (MTV Solutions, Inc) before other investor-owned utilities can. If Eversource, with this right, declines to enter into a transaction, the MTV Solutions, Inc) is free to entertain other offers from investor-owned utilities during emergency response events.

This Right of First Refusal Statement of Work, effective the 5/27/2022), (referred to as "SOW") is subject to and entered into pursuant to the General Terms and Conditions dated between Eversource Energy Service Company ("EVERSOURCE") and MTV Solutions, Inc. ("Contractor").

2.Agreement Name

Eversource Energy Right of First Refusal (ROFR)

3.Agreement Overview SEE ADDENDUM A

(MTV Solutions, Inc) will give Eversource the Right of First Refusal for up to (TBD #) Full Time Equivalent (FTE) Line workers equating to (TBD #) of crews.

- The (TBD #) crews will be on-site ready to work in the Eversource Service territory within 24 hours of Eversource activating (MTV Solutions, Inc).
- The (TBD #) crews will be on-site ready to work in the Eversource Service territory within 48 hours of Eversource activating MTV Solutions, Inc).

As part of the RoFR Agreement Eversource agrees to pay (TBD#) FTE mentioned above for three days of storm Labor.

4.Definitions

Full Time Equivalent (FTE):
a unit to measure for line workers employed in a way that makes them comparable although they may work a different number of hours per week

Crew:
Acceptable crew composition is defined below:

- Overhead Crew with 1 bucket and maximum of 2 Workers, with at least 1 of the 2 workers being a qualified lineman at minimum.
- Overhead Crew with 1 Bucket, 1 Digger, & 2 -3 Workers (minimum 1 Journeyman Lineman - JL)
- Overhead Crew with 2 Buckets, and 3 Workers (minimum 2 JLs)
- Overhead Crew with 2 Buckets, 1 Digger, and 3 Workers (minimum 2JLs)

Ready to work:

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Eversource Energy Right of First Refusal (RoFR)
Statement of Work

Crews are rested and ready to commit labor for a full 16-hour shift wherever they are directed within the Eversource Service Territory

Three days of storm labor:
Three consecutive 16-hour shifts which begins based on the provided ready to work time in official hiring email, this includes travel time to provided Eversource location identified in your hiring email. When the first bucket begins to roll, that's when the start time begins. Reference service agreements for rate details.

Contractor RoFR Notification:
This documented notification to Eversource from the contractor requires the contractor to provide proof of a bona fide offer from another investor-owned utility that has requested the used of said contractors' resources in support of a restoration event. Utility must be identified with number of resources being requested within documented notification Eversource response window is then activated.

Eversource Response Window:
A 2-hour timeframe starting upon the Contractor RoFR Notification, in which Eversource must approve or reject Contractor to work under a RoFR agreement for storm event

Hiring Notification:
Documented hiring email notifying Contractor of activation that includes detailed instructions and documentation of the required RoFR storm support

Approved Contractor RoFR Point of Contact (POC):
Identified person(s) approved to submit a Contractor RoFR Notification message to Eversource that triggers the Eversource Response Window.

Eversource Resource Support Group (ERSG):
Group within Eversource that provides hiring notification to approved Contractor RoFR POC triggering the RoFR agreement to take effect and documents the start of the three days of storm labor.

ARIBA: Cloud-based procurement, spend management and supply chain system that enable Contractors to unload invoices for Eversource payment digitally. Contractor shall use ARIBA for the upload and processing of invoices.

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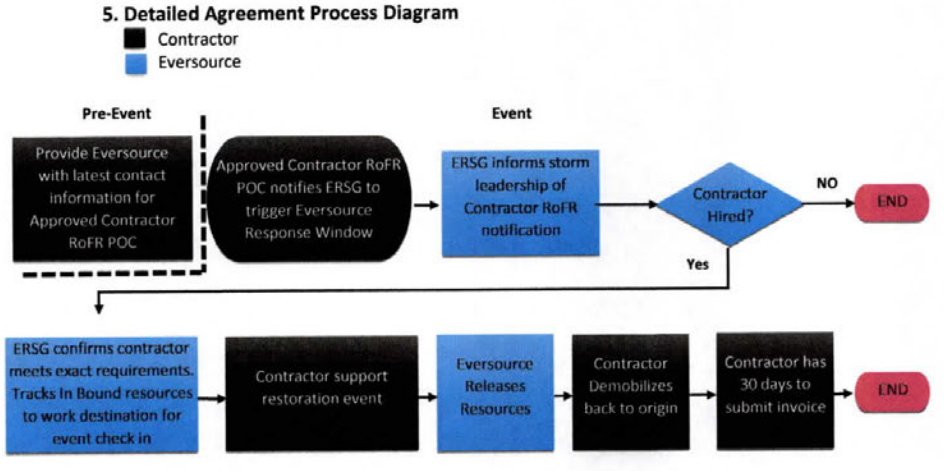
Eversource Energy Right of First Refusal (RoFR)
Statement of Work

5. Detailed Agreement Process Diagram



6. Agreement Responsibilities

This section articulates the roles and responsibilities of (MTV Solutions, Inc.) and EVERSOURCE throughout the Agreement as specified in this SOW.

6.1 Contractor Responsibilities

(MTV Solutions, Inc.) will be responsible for the following:

- Provide only crews and equipment asked and agreed to through confirmation email
- Providing total [ ]FTE Line workers
  - Within 24 hours: (TBD #) Crews SEE ADDENDUM A
  - Within 48 hours: (TBD #) Crews
- Provide updated approved Contractor RoFR POC Information to ERSG
- Notify ERSG of changes to approved Contractor RoFR POC
- Provide Contractor RoFR Notification when your resources are being requested by other IOUs, Contractor RoFR Notification must include:
  - IOU requesting the resources
  - Number they are requesting to secure

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- Confirm the receipt of hiring notification formally triggering the three days of storm labor
- Ensure Contractor company name is displayed on vehicle door through signage or temporary magnetic sign for sub-contractors.
- File invoices using approved purchase order number provided by Eversource within 30-day post event demobilization

6.2 Eversource Responsibilities

EVERSOURCE will be responsible for the following:

- Provide Purchase Order Number for invoicing
- Make specific request for number and type of crews and equipment, I.E. Buckets, Diggers, off-road
- Approve or reject Contractor RoFR Notification within 2 hours of alert
- Provide documented detailed hiring letter upon Contractor RoFR Notification approval
- Provides start times and locations to crews
- Provide external field resource coordination representative to hired crews
- Guarantee three days of storm labor
- Provide all onboarding training and required event safety training upon storm hiring
- Provide pre-vent training as needed i.e., timesheet, roster, and software tool training as needed
- Provide exacting equipment and FTE requirements
- ERSG approves and or rejects equipment listed in roster

7. Training

- EVERSOURCE will provide incident on boarding briefings upon hiring to include roster, safety, and event specific on-board brief
- EVERSOURCE will provide training pre-event on timesheets, roster completion, invoicing, and event tools as needed

8. Communication Plan

- (MTV Solutions, Inc.) will provide approved Contractor RoFR Point of Contact as the sole contact point to submit a Contractor RoFR Notification to the Eversource Resource Support Group
- Eversource Resource Support Group will notify Eversource leadership of Contractor RoFR Notification and attain a response within 2 hours
- Eversource Resource Support Group will communicate approval or rejection of Contractor RoFR Notification
- If Hired Eversource Resource Support Group will provide Hiring Notification to (MTV Solutions, Inc.)
- (MTV Solutions, Inc.) will acknowledge hiring email and return required documentation to Eversource Resource Support Group

8.1 Agreement Governance

REDACTED

The primary points of contact between EVERSOURCE and (MTV Solutions, Inc.) shall be the respective Eversource Sourcing Agent and identified agreement point of contact.

8.2 EVERSOURCE Agreement Personnel

The Agreement shall be staffed with a core agreement team. Additional personnel shall be assigned to work under the direction of the core team as required to effectively implement the solution(s).

Role	Skill Level
Contractor Leadership	Contractor leadership/Agreement Point of Contact
Approved Contractor RoFR Point of Contact	Contractor Response Coordination

8.3 EVERSOURCE's Resources

Role	Skill Level
Eversource Resource Support Group	Crew Hiring
Procurement Sourcing Agent	Agreement Management
Procurement Leadership	Procurement /Sourcing Agent
Emergency Preparedness Leadership	Emergency Preparedness Organizational Response and Management

8.4 Change Management Process

Changes in scope will be managed by a formal change management process that will address changes in scope, schedule, and dollars. Changes in scope will be subject to written approval by Eversource and (MTV Solutions, Inc~~Contractor~~). The Parties may mutually agree to offset the requested scope addition with a corresponding scope reduction.

Any changes that may arise in agreement will be documented using a change order

9. Term of the SOW

Three years, renewable for up to two more years exercised annually, subject to review and mutually agreeable amendments after the first Three months in each term

10. Rates

No upfront costs, with activated crews billed as agreed upon ERP rates between Eversource and (~~Contractor~~MTV Solutions, Inc.) See the following for agreed upon ERP rates between Eversource and (~~Contractor~~)MTV Solutions, Inc. for more details:

- **Cover Agreement Emergency Response Electric Utility Services and Response Commitment**

REDACTED

Eversource Energy Right of First Refusal (RoFR)
Statement of Work

11. Out of Scope

Any change of direction not outlined in this scope of work pertaining to emergency response activation and hiring. Any additional emergency response work not listed in this SOW.

12. Assumptions

EVERSOURCE Energy makes the following pricing assumptions and clarifications in performing this work:

- All personnel being provided to Eversource are qualified in their role
- (MTV Solutions, Inc.) will still be willing to provide emergency response work outside of RoFR agreement if MTV Solutions, Inc.) is not contacted by an IOU for an event, hence not trigging this RoFR agreement to take effect

REDACTED

ROFR ADDENDUM A

MTV Solutions Overhead Line Distribution Crews

Tier 1

40 MTV Solutions trucks

- Within 12 Hours
- Any of Eversource's Property Connecticut, Massachusetts and New Hampshire.
- Approximately 95 FTE's (including support)

25 Sub-Affiliate Trucks

- Within 24 Hours
- Not pulling from Eversource existing workforce
- Long standing established trusted relationships with our Sub-Affiliates

* Implementing similar FROR Agreement with our sub affiliates.

Tier 2

50 Sub-Affiliate Trucks

Within 24 Hours

Tier 2

50 Sub-Affiliate Trucks

- Within (TBD) Hours

MTV SOLUTIONS – Additional Resources

50 Wire Guards

- Within 12 Hours
- Local and Trained
- Providing more if necessary

25 Bucket Service Journeyman Electrician Crews

- Within 24 Hours

25 Ladder Service Journeyman Electrician Crews

- Within 24 Hours

25 Tree Crews

- Within 24 Hours

REDACTED

Appendix A

EVERSOURCE **CREW ROSTER** V7.91g

Validate & Submit

Contractor Name

Please pick your name from the dropdown. If your company name is not on the list, please select "*** NOT ON THE LIST***

Contractor Contact Information

Contact Type	Contact Role Description	Name (First MI. Last)	Phone	Email
Company Contact	Contact supplying resources and Crew Roster on behalf of this company. Can be contacted with question			
Crew Contact	Person traveling with crews that Eversource can contact for crew status			
Event Notifications	Person to receive event related notifications such as lodging and meals. (This can be the same person for Crew Contact.)			

Leaving From — City — State

ETA (Date & Time) — Month — Date — Year — Hour : Minute — AM/PM

Contractor Crew Details

Crew Type	Crew ID	First Name	MI	Last Name	Phone Number	Member Type	Lodging Needed	Lodging Room	Gender	Vehicle Type	Vehicle Plate	Supervisor Name	Supervisor Phone Number

REDACTED

EMERGENCY RESPONSE ELECTRIC UTILITY SERVICES AND RESOURCE COMMITMENT

Exhibit J

Form of Amendment

1st AMENDMENT

This first amendment effective March 22, 2024 ("Amendment") amends the Agreement by and between Eversource Energy Service Company, for itself or as agent for its affiliates referenced in the Agreement, ("Owner") and **MTV Solutions, Inc.** ("Contractor"), dated August 3, 2022, as amended, together with all referenced exhibits and attachments (collectively "Agreement").

WHEREAS Owner and Contractor desire to amend the Agreement as follows:

Rates for labor and equipment have been approved and amended as shows on the pricing sheet to follow this agreement.

NOW, THEREFORE, in accordance with the foregoing and in consideration of the mutual promises, covenants and agreements set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and Contractor hereby agree as follows:

1. Definitions. Unless otherwise defined herein, initially capitalized terms used in this Amendment shall have the same meanings ascribed to them in the Agreement.

2. Amendment to Agreement. From and after the effective date of this Amendment, the Agreement shall be amended and/or restated as follows:

- Pricing has been amended

3. Effective Date. This Amendment will become effective as of the effective date noted above upon execution by both Owner and Contractor.

4. Effect of this Amendment. Except as otherwise amended hereby, the terms of the Agreement shall remain in full force and effect. The rights, privileges, duties and obligations of the parties under the Agreement shall, except as modified by this Amendment, remain unchanged and in full force and effect. Nothing contained herein shall operate to release the Contractor from its obligations under the Agreement and its obligations to keep and perform the terms, conditions, obligations and agreements

REDACTED

contained in the Agreement and the other Contract Documents, except as hereby modified and amended.

5. Entire Agreement. This Amendment sets forth the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements between the Parties, written or oral, specifically relating to such matters.

6. Binding Effect. This Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

7. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, Owner and Contractor have executed and delivered this Amendment as of the date first set forth above.

MTV Solutions, INC. Contractor	**Eversource Energy Service Company**
By Kelly Cara-Donna	**By** [redacted]
Printed Kelly Cara-Donna	**Pri** [redacted]
Title Contract Administrator	**Title** Procurement Manager
04/03/2024	04/03/2024

REDACTED

SECONDARY SERVICES

SCHEDULE A =- Contractor Billing Rates - Labor

Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for the term of this Agreement.

EFFECTIVE DATE RANGE

START: **END:**

Title	Straight Time Rate	Standby Response Rate	Emergency Response Working Rate (includes Holidays & Sundays)	Travel per diem Lodging	Travel per diem Meals
General Foreman	[redacted]				
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					

REDACTED

PRIMARY SERVICES

SCHEDULE A =- Contractor Billing Rates - Labor ***Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for the term of this Agreement.***					
EFFECTIVE DATE RANGE					
START:		**END:**			
Title	**Straight Time Rate**	**Standby Response Rate**	**Emergency Response Working Rate (includes Holidays & Sundays)**	**Travel per diem Lodging**	**Travel per diem Meals**
General Foreman	[redacted]				
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					

REDACTED

TRANSMISSION LINE RATES

SCHEDULE A =- Contractor Billing Rates - Labor					
Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel shall be in effect for the term of this Agreement.					
EFFECTIVE DATE RANGE					
START:		**END:**			
Title	**Straight Time Rate**	**Standby Response Rate**	**Emergency Response Working Rate (includes Holidays & Sundays)**	**Travel per diem Lodging**	**Travel per diem Meals**
General Foreman	[redacted]				
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					

REDACTED

EQUIPMENT RATES

SCHEDULE A - Contractor Billing Rates - Equipment

Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for the term of this Agreement.

EFFECTIVE DATE RANGE

START: **END:**

Equipment	Rate
1/2 ton pick-up truck 2 x 4	[redacted]
1/2 ton pick-up truck 4 x 4	
10 Ton Trailer	
3/4 Ton Pick-up Truck - 4 wheel drive	
9 Ton 3x1 Trailer	
Air Compressor	
Air Compressor with Tools	
ATV with pull behind trailer	
Boom Truck	
Bucket - Squirt Boom	
Bucket Truck - 55 ML	
Bucket Truck - 55MH	
Bucket Truck - 65 ft	
Bulldozer - Small	
Compressor 850 CFM	
Digger (Corner Mounted)	
Digger Derrick	
Dump Truck	
Flatbed Truck	
Lift Gate Material Truck	
Material Trailer	
Pole Trailer	
Rack Truck - Large	
Rock Drill with truck	
Single Arbor Trailer	
Utility Truck - 1 Ton	
Wire Puller Tensioner	
Wire Trailer	
Command Center	
Snowmobile	

W2099270; 6)

REDACTED

REDACTED

COVER AGREEMENT
EVERSOURCE ENERGY SERVICE COMPANY
AND
ONE SOURCE POWER, LLC
FOR
EMERGENCY RESPONSE ELECTRIC UTILITY SERVICES AND RESOURCE COMMITMENT

This Cover Agreement for Emergency Response Electric Utility Services and Resource Commitment ("Agreement") dated as of **August 9, 2022** (the "Effective Date"), combined with all other Agreement Documents identified below, constitutes the complete agreement (the "Agreement") between EVERSOURCE ENERGY SERVICE COMPANY, as agent for its affiliates ordering Emergency Response Work from Contractor ("Owner"), and **One Source Power, LLC** ("Contractor"), a **Limited Liability Corporation** with offices at **1 Westinghouse Plaza, Suite D11, Boston, MA 02136**, for Contractor's performance of Emergency Response Work (as defined below).

THE AGREEMENT INCLUDES THIS COVER AGREEMENT AND THE DOCUMENTS LISTED BELOW, WHICH ARE ATTACHED HERETO AND MADE A PART HEREOF, AND ALL OTHER DOCUMENTS REFERENCED IN SUCH DOCUMENTS.

- **Purchase Order/Contract (Excluding Terms and Conditions Printed on Reverse Side)**
- **Exhibit A: Emergency Response Work Pricing Schedule**
  - **Schedule A: Standby/Travel Rate Schedules (added to COC MSA Rate Schedules) for:**
    - **Primary Services**
    - **Secondary Services**
    - **Transmission Services**
    - **Equipment**
- **Exhibit B: Contractor of Choice Master Services Agreement ("COC MSA") between the Parties dated August 23, 2021 and Rate Schedule (incorporated by reference)**
- **Exhibit C: Emergency Response Contractor Profile Form**
- **Exhibit D: Eversource Energy Right of First Refusal (ROFR) Statement of Work**
- **Appendix A: Eversource – External Crew Roster**

I. DEFINED TERMS; INTERPRETATION

Capitalized terms used in the Agreement have the meaning given in the applicable document forming a part of the Agreement, including the Pricing Schedule, as well as the COC MSA. For purposes of the Agreement, the definition of Equipment shall include all equipment and mobile equipment, including automobiles, trucks, vans, tractors, trailers, carts, flatbeds, and any other type of rolling stock provided by Contractor for use in the performance of Emergency Response Work. The terms "include(s)," "included" and "including," as well as any variations thereof, are used without limitation.

For purposes of this Agreement (consistent with COC MSA), the following capitalized terms shall have the meanings set forth below:

"Emergency" means any emergency event expected by Owner or declared by Owner (whether or not such event is declared an emergency by any governmental authority), including stormy weather or other adverse weather conditions that are forecasted to occur or have occurred, that causes, or may cause, damage, interruption, impact or unplanned outages to all or a portion of Owner's affiliates' utility systems. An Emergency does not constitute an event of Force Majeure under the Agreement.

REDACTED

"Emergency Response Work" means Emergency-related Work to be provided by Contractor pursuant to each Emergency Response Work Release, as specified by Owner. Emergency Response Work is included within the definition of "Work".
"Emergency Response Work Protocols" means Owner's Emergency Response Work protocols and work standards, procedures and manuals, including Owner's Emergency Storm Restoration Safety Guideline provided to or made available to Contractor, as may be modified from time to time by Owner.

"Emergency Response Work Release" means each release for Emergency Response Work pursuant to an oral communication (i.e., by telephone or in person) or written (i.e., by email, fax or other documentation, in whatever form) issued and/or approved by Owner for Emergency Response Work, in each case under the Order, and in the form and on such terms determined by Owner in good faith. Contractor's commencement of Emergency Response Work awarded to it by Owner pursuant to each Release shall constitute Contractor's acceptance of all of the provisions of the applicable Release.

II. PRIORITY OF DOCUMENTS

Notwithstanding anything to the contrary set forth in the Agreement, if the provisions of this Cover Agreement are inconsistent with or conflict with the provisions of the COC MSA, the terms of this Cover Agreement shall control. If the COC MSA apply to this Agreement, Article 48 of the COC MSA is amended to provide that this Cover Agreement shall have second priority among the Contract documents, behind the Purchase Order (and any Emergency Response Work Releases thereunder) but greater priority than the Special Terms and Conditions (if any) and the other Contract documents.

III. TERM OF THE CONTRACT

The Contract shall be in effect for the periods specified in Purchase Order/ Contract, and shall be automatically renewed for successive one (1) year periods unless Owner notifies Contractor, in writing, at least sixty (60) calendar days before the end of the initial term or the end of any one (1) year renewal term, as the case may be, that Owner elects not to renew the Contract. Upon Owner's delivery of such non-renewal notice to Contractor, this Contract shall terminate at the end of the applicable term.

IV. SCOPE OF EMERGENCY RESPONSE WORK

Contractor shall perform and complete Emergency Response Work in accordance with the Agreement, including Owner's Emergency Response Work Protocols. Owner may require Contractor to perform Emergency Response Work in all or any part of Owner's service territories. Contractor's commencement of Emergency Response Work awarded to it by Owner pursuant to each Emergency Response Work Release shall constitute Contractor's acceptance of all of the provisions of the applicable Emergency Response Work Release. Contractor shall be solely responsible for all means, methods, techniques and procedures for Emergency Response Work.

V. CONTRACTOR RESOURCE COMMITMENTS AND EQUIPMENT INFORMATION; RESPONSE TIME

1. Contractor shall provide Owner with emergency contact information and other information requested by Owner from time to time and, simultaneously with execution of this Cover Agreement, shall complete the Emergency Response Contractor Profile Form attached hereto as Exhibit C ("Contractor Profile"). Contractor shall keep the information in the Contractor Profile current and promptly notify Owner of any changes to the Contractor Profile in writing or using automated processes that Owner may make available from time to time.

2. Contractor hereby provides Owner with a commitment and right of first refusal for crews/FTE's/Equipment (*including Equipment and support, as requested*) as follows:

REDACTED

i. Crews/FTEs: 120/240
ii. Equipment: 100 Buckets / 20 Diggers

3. The foregoing shall be called the Resource Commitment ("Commitment"). In advance of or during emergency or storm events or forecasts of hazardous weather, if Owner desires a Commitment, Owner will contact Contractor as soon as reasonably practicable and notify Contractor if Owner is activating this Agreement and the number of crews/equipment Owner needs, so that Contractor may deploy any resources that are committed to Owner that Owner requests. Owner agrees to pay the standby/travel rates set forth in the attached Rate Schedule until such crews/equipment are deployed and performing Work on Owner's facilities, after which the rate schedule set forth in the applicable COC MSA shall apply.

4. For any particular emergency or storm event, if Contractor receives a firm offer of work from another utility(s) that could impact the Commitment, Contractor will promptly contact the Owner's designated representative and advise Owner of the potential impact to the Commitment. Owner will have 2 hours from notification to do one of the following:
   i. activate the crews/equipment reserved under the Commitment; or
   ii. release Contractor from the # of crews/equipment in the Commitment obligation impacted by the other customer's firm offer; or
   iii. work with Contractor to revise the Commitment for the particular event to a mutually agreeable smaller crew/equipment commitment number solely for the particular event at issue and release the remaining available crews to work for the other customer.

5. In the event that Owner does not exercise its rights to the Commitment under this Agreement and releases Contractor from all or a portion of the Commitment obligation impacted by the customer's firm offer and Contractor deploys such resources to provide Services to such other customer(s), upon completion of those Services for the other customer (and its affiliates, if applicable and requested by customer), the Commitment will apply to those resources when released by the other customer.

6. Upon Owner's request for crews under this Agreement, the Contractor will deploy the crews/equipment requested in accordance with Owner's schedule and provide the necessary paperwork to DHS (if applicable) with border crossing(s) approvals if applicable, as follows:

   i. The deployment phase shall include (# 40 of crews deployed to Owner's designated staging location within 24 hours of Owner's request for deployment.
   ii. Any remaining balance of crews will arrive in Owner's designated staging location within service territory within 48 hours of Owner's request.

7. Within two (2) hours after Owner's request for Contractor Crews and Equipment and information, Contractor will provide Owner with the requested information and coordinate with Owner for the deployment schedule for the Owner requested Contractor Crews and Equipment for Emergency Response Work. In addition to the Crews and Equipment subject to the Commitment, Contractor will also advise Owner any of any other available and qualified Contractor crews/equipment and if requested by Owner, provide such Contractor Crews and Equipment to Owner for Emergency Response Work.

8. If, prior to Owner's award of such Emergency Response Work to Contractor, the availability of Contractor Crews or Equipment changes, Contractor shall immediately notify Owner.

9. Contractor shall immediately confirm to Owner the amount of Contractor Crews and Equipment committed to such Emergency Response Work and provide the following information regarding the Contractor Crews and Equipment being mobilized:

REDACTED

i. The number of persons available and the name, qualifications, job classification, local union affiliation and gender of each such person;
ii. The type and quantity of Equipment to be provided by Contractor;
iii. Crew information (number of crews, persons per crew, and type of Equipment assigned to each crew) Eversource – External Crew Roster (Appendix A) must be completed;
iv. The name and contact information for the on-site supervisor;
v. The name and contact information for the foreman of each work crew;
vi. The response time for mobilization of the Contractor Crews and Equipment to the Site or Owner-designated onboarding location; and
vii. Expeditiously mobilize the committed Contractor Crews and Equipment to the Site **or onboarding location designated by Owner** in accordance with the mobilization schedule specified by Owner. Contractor must notify Owner immediately if there will be any delay in deploying the requested Contractor Crews and Equipment, and in such event notify Owner in writing as to when such resources will be available and can be on Site for such Emergency Response Work;
viii. Provide at least one (1) supervisor for Contractor Crews, in addition to a foreman for each work crew; and unless defined differently in the Contract, crew will be regarded, for overhead distribution and primary, as one (1) bucket truck and two (2) qualified employees.
ix. Provide at least one English speaking crew member per crew who can translate for non-English speaking crew members.

10. In addition to complying with all other applicable provisions of the Contract, Contractor Crews performing Emergency Response Work shall:

    i. Be qualified and fit for duty (including no use of alcohol or illegal drugs, and no use of legal drugs that could adversely impact job performance).

    ii. Comply with all of Owner's Emergency Response Work Protocols; and

    iii. Not include Subcontractors or other third parties who are not employees of Contractor.

11. The Commitment means the Contractor agrees to provide the number of resources requested by Owner within the Commitment as prescribed in this Agreement to Owner for Emergency Restoration services for the length of the Emergency Restoration Event. Crews offered at Inquiry will remain available to Owner until released by Owner at the Contractor's request. In every instance Owner will determine the length of the Emergency Restoration Event.

12. The Owner retains ownership and salvage rights to all material. Return wire is to be cut up and placed in designated storage containers. Material deemed by the Owner representative as unsalvageable is to be disposed of by Contractor, at the Owner designated container.

13. Energized Conductors-The conductors involved in this contract may be energized at voltages up to 34.5kV, or higher if the Work issued involves transmission lines.

14. Terms of Engagement: All resources will remain on property until they are formally released by Owner's Management.

15. Inventory and Obtaining materials -The Contractor will sign for all material received. There will be a closing inventory when the job is completed. At no time will Contractor take any materials not authorized by the Owner representative. Contractor will be escorted to the stock area by a Owner representative.

VI. MEALS AND LODGING

REDACTED

Unless otherwise agreed in advance and in writing by Owner and Contractor, Owner will provide meals, lodging and all necessary supplies and materials for the performance of Emergency Response Work (but not tools or safety equipment or clothing) for Contractor Crews performing Emergency Response Work while they are at the Site or Owner-designated onboarding site. If it is more efficient for Contractor Crews to obtain meals that are not Owner-provided, Owner shall, if Owner or the Owner's Representative has preapproved such alternative arrangement in writing, reimburse Contractor with no markup for the reasonable cost of such meals, provided that Contractor submits itemized and signed receipts covering such expenses. No additional mark ups are allowed.

If Owner assigns lodging for Contractor's crews and any of the Contractor crews decline to stay at their assigned lodging, then any alternative lodging procured by the Contractor for such crews will be at Contractor's own expense and will not be reimbursed. Any travel time for Contractor crews to get to such alternative lodging provided by Contractor shall not be billed to Owner and will not be reimbursed.

If Owner does not provide meals and lodging, Contractor shall be compensated for meals and lodging in accordance with the applicable per diem rates set forth in the Pricing Schedule during the periods that Contractor is compensated for Contractor Crews and Equipment at the applicable Travel Time Rates set forth in the attached Pricing Schedule.

VII. EQUIPMENT AND VEHICLES

Unless otherwise agreed to in advance and in writing by Owner and Contractor, all Contractor Crews will arrive at the Site or Owner-designated onboarding site fully equipped with all tools and equipment necessary and appropriate to properly, safely and diligently perform Emergency Response Work, including all Personal Protective Equipment (PPE) and all items that are required by OSHA, federal, state or Owner safety and health regulations, including enclosed space and/or confined space entry equipment, traffic control devices, and public safety protection.

Contractor Crews mobilized for Emergency Response Work shall use any and all field technology provided by Owner in connection with such work, including GPS and wireless communications equipment. Any tools or equipment provided by Owner to Contractor Crews, including any field technology (e.g. GPS, wireless communications equipment), shall be returned to Owner upon the completion of the Emergency Response Work or otherwise as directed by Owner. Contractor will be charged for any tools or equipment not returned to Owner and/or not in good working condition.

All vehicular Equipment provided by Contractor and used by Contractor Crews shall be fully equipped and comply with all applicable state and federal laws and regulations as well as applicable safety standards, including, to the extent applicable, ANSI 92.2 2009, requiring testing of vehicles with insulated vehicle-mounted elevating and rotating aerial devices. Commercial vehicles used for Emergency Response Work must be maintained in compliance with the Federal Motor Carrier Safety Regulations (FMCSR).

Contractor Crews driving commercial vehicles must be duly trained, licensed and qualified in compliance with all applicable laws and regulations, including FMCSR.

VIII. SCHEDULE

Contractor recognizes the critical nature of Emergency Response Work and the importance to Owner of Contractor's prompt response and diligent and timely completion of all Emergency Response Work, and accordingly, time is of the essence for Contractor's response to Owner's request for information, Contractor Crews and Equipment mobilization, Contractor performance of Emergency Response Work and meeting all of Contractor's obligations under the applicable provisions of the Contract. Emergency Response Work shall begin as specified in each Emergency Response Work Release, and shall end, when the Owner has released the Contractor from restoration work by the

REDACTED

Owner's Representative. Contractor will return all material to the appropriate service center and provide completed signed time sheets.

Emergency Response Work shall be subject to any government agency mandated rest time.

IX. INVOICING AND PRICING TERMS

Contractor shall record its labor time and Equipment usage time on a daily basis using only the required timesheet form- the ERP Owner Contractor Storm Daily Time Sheet and Work Log (UNK-5008) and provide daily timesheets to the Owner's Representative for signature. Contractor shall invoice Owner upon completion of Emergency Response Work, unless such Emergency Response Work assignment extends beyond two (2) weeks, in which case Contractor may invoice Owner every two (2) weeks. Each invoice for Emergency Response Work submitted by Contractor shall be accompanied by the completed and Owner signed required time sheets and receipts for authorized expense reimbursement items for the applicable period that have been approved in writing by the Owner's Representative. Contractor shall comply with any and all reasonable requests made by Owner to expedite the invoicing process for Emergency Response Work, including the electronic submission of the completed ERP Owner Contractor Storm Daily Time Sheet and Work Log (UNK-5008) timesheets and expense receipts. Notwithstanding any conflicting provisions of the COC MSA, Owner shall process and pay each correct invoice for Emergency Response Work or provide written objections to all or any portion of each disputed invoice for Emergency Response Work within sixty (60) days after receipt by Owner. Likewise, with respect to Emergency Response Work, if Owner disputes a portion of an invoice submitted by Contractor, at Owner's request Contractor shall submit a revised invoice with current date for the undisputed amount and Owner shall pay such undisputed portion within sixty (60) days after receipt thereof.

For work performed with non-union labor, the Contractor agrees that such Work will be billed at non-union labor rates. If any work involves classifications not specifically set forth in the Pricing Schedule or requires any adjustments, such rates shall be submitted to Owner for approval prior to the start of work. The Contractor shall provide revised labor billing rate schedule for all labor classifications.

All Emergency Response Work shall be invoiced at the rates set forth in the Pricing Schedule. Contractor must use ERP Owner Contractor Storm Daily Time Sheet and Work Log (UNK-5008) to track time and submit completed forms in order to receive payment.

X. OWNER'S EMERGENCY RESPONSE WORK PROTOCOLS

Contractor and all Contractor Crews shall comply with all Emergency Response Work Protocols in effect at the time Contractor Crews perform Emergency Response Work, which may be found at www.eversource.com Eversource safety documentation will be provided during the on-boarding process.

XI. EXECUTION

This Cover Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Facsimile and portable document format (PDF) copies of signatures shall constitute original signatures.

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REDACTED

SIGNATURE PAGE TO THE COVER AGREEMENT between EVERSOURCE ENERGY SERVICE COMPANY and ONE SOURCE POWER, LLC for EMERGENCY RESPONSE ELECTRIC UTILITY SERVICES and RESOURCE COMMITMENT

IN WITNESS WHEREOF, the Parties hereby agree the terms and conditions described in the Cover Agreement are executed as of the Effective Date.

The Parties agree that the counterpart, facsimile or electronically reproduced signatures of the Parties are intended to authenticate this writing, and to have the same force and effect as manual signatures.

One Source Power, LLC (CONTRACTOR)		Eversource Energy Service Company (OWNER)	
NAME			
PRINTED NAME	Joseph P Callanan	PRINTED NAME	[redacted]
TITLE	Managing Partner	TITLE	Procurement Manager
DATE	9/7/22	DATE	11/28/22

REDACTED

EXHIBIT A
PRICING SCHEDULE

Unless otherwise agreed to in writing by Owner, all Emergency Response Work shall be performed on a time and equipment price basis (such rates, the "Emergency Response Work Rates").

1 For purposes of this Pricing Schedule, the following capitalized terms shall have the following definitions:

"District of Service Center "refers to a Owner location where Owner and Contractors staff work to support maintenance and restoration activities.

"Receiving Center" refers to the initial reporting location for registration and safety briefings.

"Staging Areas" temporary designated locations established throughout Owner service territory which may be used to issue materials, meals, equipment parking/storage, wet fueling, lodging, safety briefings and work assignments as needed.

"Emergency Response Rates for Equipment" are the agreed rates payable for Equipment from the commencement of applicable Emergency Response Work through the termination of such Emergency Response Work, excluding when the Contractor Crews are on rest time prior to the termination of such Emergency Response Work. Equipment Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for the term of this Agreement. If Owner provides any fuel to Contractor, Contractor shall reimburse Owner for such fuel costs and at Owner's option, Owner may either invoice Contractor for such fuel costs or the cost of such fuel may be deducted from Contractor's invoice amount for Emergency Response Work.

"Standby Rates apply to labor resources only"

"Emergency Response Working Rates for Labor" are the agreed labor rates set forth in the COC MSA payable from the commencement of applicable Emergency Response Work through the termination of such Emergency Response Work, excluding rest time during that Emergency Response Work. Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.

"Standby Retainer Fee" is the amount paid to Contractor each calendar day they are asked and agree to go on to Standby. Once the Contractor agrees to go on to Standby, the entire Standby Retainer Fee, originally agreed to, will be paid regardless of whether or not Contractor Crews are requested to mobilize that day. The Standby Retainer Fee is equal to 8 hours straight time for every 24 hour period on standby at the Emergency Response Rates for Labor for each Contractor Labor Resource who is listed on the Standby Roster for that Standby Request. Owner will not pay the Standby Retainer Fee for any Labor Resource listed on the Standby Roster of an event who is not provided by the Contractor for that event. Owner also will not pay the Standby Retainer Fee for any Labor Resource listed on the Standby Roster of an event who is not requested by the Owner. The Standby Roster must be provided to the Owner prior to the start of the Standby Request. The Standby Retainer Fee will not include the cost associated with any Contractor Equipment. Once the contractor is activated to mobilize the mobilization rates will apply and the Standby retainer Fee will not be in effect.

"Travel Time Rates for Equipment" are the rates in the attached Schedules payable for all Equipment for the period when Contractor Crews associated with such Equipment are being compensated at the Travel Time Rates for Labor, and includes all transit costs associated with the delivery of such Equipment for the performance of Emergency Response Work, and return to the location from which the Equipment was deployed.

REDACTED

"Travel/Standby Response Rate" are the rates **in the attached Schedules** applicable for travel time expended by Contractor Crews located outside of Owner's service territory in which Emergency Response Work is to be performed, calculated based upon the following:

Reasonable time necessary to travel the distance from the Contractor Crews deployment location to the Site or onboarding site designated by Owner, as applicable; and

Reasonable time necessary to travel the distance from the Emergency Response Work completion location to the deployment origin of Contractor Crews.

2 Subject to the provisions of Section 4 (Rate Changes) of this Pricing Schedule, Contractor shall be compensated for Emergency Response Work performed in compliance with the Contract in accordance with the Contractor Billing Rates attached hereto as Schedule A.

3 Reimbursable Expenses: Unless otherwise agreed to in writing by Owner, all of Contractor's reimbursable expenses that are accounted for during mobilization and demobilization are at Travel per diem rates and Equipment rates as set forth per schedule A. Tolls with appropriate back up receipts will be paid as a pass thru. Contractors are not allowed to add markup for any expenses. In no event shall Owner reimburse Contractor for any expenses relating to tobacco products, alcohol, laundry, personal hygiene products or other non-Emergency Response Work-related personal expenses.

4 Rate Changes: The Contractor Billing Rates set forth in Schedule A shall be in effect for a minimum period of one year and shall not be subject to change until after the end date of the effective billing rates, as set forth in the applicable Pricing Schedule A attached hereto and as the same may be amended from time to time by mutual written agreement of the parties ("Effective Rate End Date"). If and when Contractor proposes to modify its then-applicable billing rates for the period subsequent to the Effective Rate End Date, Contractor shall provide Owner with proposed updated rates to be used for the period set forth in such proposal (which may not be for duration of less than one year). Such proposed revised billing rates shall be added to and incorporated into the Contract only upon written approval by Owner. Any dispute regarding proposed rate adjustments will be resolved in accordance with the dispute resolution process set forth in the COC MSA. In the event that Contractor does not make adjustments to its rates applicable to Emergency Response Work after the applicable Effective Rate End Date, then the last Emergency Response Work Rates on file with Owner shall be used by Owner to compensate Contractor for Emergency Response Work performed after such Effective Rate End Date. No changes to the billing rates for Emergency Response Work shall be effective unless and until approved by Owner in writing.

5 Travel/Mobilization:
Travel/Mobilization shall be defined as the time Contractor crews leave the Contractor's point of origin (staging area) and arrive at the Owner's designated location, including processing at Owner receiving center if required.

Mobilization
When crews Travel to a restoration event and are requested to stand-by at the contractor's base or hotel, travel hours are paid the Travel /Standby Time Rate as outlined for the job classification in Schedule A.

Mobilization to an activated restoration event with the execution of immediate work being conducted will be paid at the Emergency Response Working Rate in Schedule A. Equipment rate applies.

REDACTED

Travel/Mobilization includes time for refueling, bathroom and food breaks and tolls. The Contractor shall submit estimated time of arrival at Owner using the Owner – External Crew Roster (Appendix A). Billing hours shall not exceed 10% of the original estimated time submitted to the Owner without an updated Owner – External Crew Roster. Any adjustments to original estimates shall require phone and written approval by the authorized agent of the Owner, and a revised Owner – External Crew Roster will be required. Estimates will be approved by Owner.

Time is of the essence; however Contractor is responsible for crew safety. Contractor shall notify Owner if they are unable to meet the estimated arrival time, for what reason, and if a new arrival time can be accepted.

Demobilization:
An official release will be issued by the Owner, exclusively. Demobilization includes notification of release by authorized Owner agent, debriefing by Owner field representative, unloading of materials and return to Contractor point of origin or release to other utility if requested. Prior to the authorized Owner representative formally releasing the Contractor, the Contractor will provide an estimate of Demobilization to the Owner Resource Management Representative.

Travel Rates will apply after demobilization.

REDACTED

SECONDARY SERVICES

SCHEDULE A =- Contractor Billing Rates - Labor				
EFFECTIVE DATE RANGE – Start: June 01, 2022 End: September 01, 2023				
Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement. See the COC MSA for Rates not covered below.	**Travel/Standby Response Rate**	**Emergency Response Working Rate (includes Holidays & Sundays)**	**Travel per diem Lodging**	**Travel per diem Meals**
EFFECTIVE DATE RANGE			[redacted]	
START: **END:**				
Lead Lineman				
Lineman				
7th Step Apprentice				
6th Step Apprentice				
5th Step Apprentice				
4th Step Apprentice				
3rd Step Apprentice				
2nd Step Apprentice				
1st Step Apprentice				
Heavy Equipment Operator				
Material Man				
Eq Oper/Field Mech A				
Driver Groundman				
Field Mechanic B				
Field Mechanic C				
Groundman - experienced				
Groundman - 1st Step				
Flagman				
Safety				
Administration				

REDACTED

PRIMARY SERVICES

SCHEDULE A =- Contractor Billing Rates - Labor

Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement. See the COC MSA for Rates not covered below.

EFFECTIVE DATE RANGE

EFFECTIVE DATE RANGE Start: June 01, 2022 End: September 01, 2023

Title		Travel/Standby Response Rate	Emergency Response Working Rate (includes Holidays & Sundays)	Travel per diem Lodging	Travel per diem Meals
General Foreman		[redacted]			
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety Administration					

REDACTED

TRANSMISSION LINE RATES

SCHEDULE A =- Contractor Billing Rates - Labor					
Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement. See the COC MSA for Rates not covered below.					
EFFECTIVE DATE RANGE					
START:		END:			
Title		Travel/Standby Response Rate	Emergency Response Working Rate (includes Holidays & Sundays)	Travel per diem Lodging	Travel per diem Meals
General Foreman				[redacted]	
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					

REDACTED

EQUIPMENT RATES

SCHEDULE A - Contractor Billing Rates - Equipment		
Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for Equipment deployed upon Owner's request for the term of this Agreement. See the COC MSA for Rates not covered below		
EFFECTIVE DATE RANGE		
START: **END:**		
Equipment	**Travel Rate**	
1/2 ton pick-up truck 2 x 4	[redacted]	
1/2 ton pick-up truck 4 x 4		
10 Ton Trailer		
3/4 Ton Pick-up Truck - 4 wheel drive		
9 Ton 3x1 Trailer		
Air Compressor		
Air Compressor with Tools		
ATV with pull behind trailer		
Boom Truck		
Bucket - Squirt Boom		
Bucket Truck - 55 ML		
Bucket Truck - 55MH		
Bucket Truck - 65 ft		
Bulldozer - Small		
Compressor 850 CFM		
Digger (Corner Mounted)		
Digger Derrick		
Dump Truck		
Mechanic Truck		
Lift Gate Material Truck		
Material Trailer		
Pole Trailer		
Rack Truck - Large		
Rock Drill with truck		
Single Arbor Trailer		
Utility Truck - 1 Ton		
Wire Puller Tensioner		
Wire Trailer		
Back Yard Machine w/ Trailer		

REDACTED

EXHIBIT C
Owner Emergency Response Work - Contractor Profile Input Form

Section	Data Field	Contractor Information
Contractor Information	Contracting Area	EEATERN US
	Service Provided	DISTRIBUTION SERVICES
	Contractor Name	ONE SOURCE POWER LLC
	Contractor Address 1	ONE WESTINGHOUSE PLAZA
	Contractor Address 2	SUITE D11
	Contractor City	BOSTON
	Contractor State	MA
	Contractor Zip	02136
Primary Contact Information	Last Name	CALLANAN
	First Name	JOSEPH
	Title	PRESIDENT
	Office Phone	617.910.9300
	Mobile Phone	508.838.7209
	Alternative Phone	
	Fax	617.910.9565
	Email	JCALLANAN@OSPLLC.US
Secondary Contact Information	Last Name	THOMAS
	First Name	BRIAN
	Title	DIRECTOR OF OPERATIONS
	Office Phone	617.910.9300
	Mobile Phone	617.272.0471
	Alternative Phone	
	Fax	617.910.9565
	Email	BTHOMAS@OSPLLC.US
Billing Contact Information	Last Name	CROWLEY
	First Name	CRYSTAL
	Title	ACCOUNTING MANAGER
	Office Phone	617.910.9300
	Mobile Phone	781.630.0254
	Alternative Phone	
	Fax	617.910.9565
	Email	CCROWLEY@OSPLLC.US
Resource Information	Deployment Location	MA, NH, CT, NY, PA, NJ MI, VA
	Labor - Total head count	250 +/-
	Equipment - General description and quantity of equipment available (include fuel type requirements: gas, diesel, etc)	100 – BKT – DIESEL 20 – DGR – DEISEL 40- PICK UP, MECHANIC, TOOL TRAILERS – DEISEL & GAS
	Crew size - number of persons & equipment per crew	2 MAN CREWS BKT – 1 DGR CREW PER 5 BKTS, PLUS SUPERVISION
	How are crews managed?	BY DIRECTOR OF OPS, GENERAL FORMEN, FOREMEN
	Are you available 24x7?	YES
	If no, please specify hours of operation.	
	Comments	

REDACTED

EVERSOURCE ENERGY

EVERSOURCE ENERGY RIGHT OF FIRST REFUSAL (ROFR)

Statement of Work

Abstract

Statement of Work (referred to as "SOW") is subject to and entered into pursuant to the General Terms and Conditions dated (TBD), between Eversource Energy Service Company ("EVERSOURCE") and (Contractor Company)

[redacted]

REDACTED

Eversource Energy Right of First Refusal (RoFR)
Statement of Work

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Eversource Energy Right of First Refusal (RoFR)
Statement of Work

1.Right of First Refusal Statement of Work

Right of First Refusal: This agreement gives Eversource the right to enter into a storm agreement with agreed upon resource requirements during an emergency response with a (contractor) before other investor-owned utilities can. If Eversource, with this right, declines to enter into a transaction, the (contractor) is free to entertain other offers from investor-owned utilities during emergency response events.

This Right of First Refusal Statement of Work, effective the (DATE), (referred to as "SOW") is subject to and entered into pursuant to the General Terms and Conditions dated (DATE) between Eversource Energy Service Company ("EVERSOURCE") and (NAME OF CONTRACTOR) ("Contractor").

2.Agreement Name

Eversource Energy Right of First Refusal (ROFR)

3.Agreement Overview

(Contractor) will give Eversource the Right of First Refusal for up to (TBD #) Full Time Equivalent (FTE) Line workers equating to (TBD #) of crews.

- The (TBD #) crews will be on-site ready to work in the Eversource Service territory within 24 hours of Eversource activating (Contractor).
- The (TBD #) crews will be on-site ready to work in the Eversource Service territory within 48 hours of Eversource activating (Contractor).

As part of the RoFR Agreement Eversource agrees to pay (TBD#) FTE mentioned above for three days of storm Labor.

4.Definitions

Full Time Equivalent (FTE):
a unit to measure for line workers employed in a way that makes them comparable although they may work a different number of hours per week

Crew:
Acceptable crew composition is defined below:

- Overhead Crew with 1 bucket and maximum of 2 Workers, with at least 1 of the 2 workers being a qualified lineman at minimum.
- Overhead Crew with 1 Bucket, 1 Digger, & 2 -3 Workers (minimum 1 Journeyman Lineman - JL)
- Overhead Crew with 2 Buckets, and 3 Workers (minimum 2 JLs)
- Overhead Crew with 2 Buckets, 1 Digger, and 3 Workers (minimum 2JLs)

Ready to work:
Crews are rested and ready to commit labor for a full 16-hour shift wherever they are directed within the Eversource Service Territory

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Eversource Energy Right of First Refusal (RoFR)
Statement of Work

Three days of storm labor:
Three consecutive 16-hour shifts which begins based on the provided ready to work time in official hiring email, this includes travel time to provided Eversource location identified in your hiring email. When the first bucket begins to roll, that's when the start time begins. Reference service agreements for rate details.

Contractor RoFR Notification:
This documented notification to Eversource from the contractor requires the contractor to provide proof of a bona fide offer from another investor-owned utility that has requested the used of said contractors' resources in support of a restoration event. Utility must be identified with number of resources being requested within documented notification Eversource response window is then activated.

Eversource Response Window:
A 2-hour timeframe starting upon the Contractor RoFR Notification, in which Eversource must approve or reject Contractor to work under a RoFR agreement for storm event

Hiring Notification:
Documented hiring email notifying Contractor of activation that includes detailed instructions and documentation of the required RoFR storm support

Approved Contractor RoFR Point of Contact (POC):
Identified person(s) approved to submit a Contractor RoFR Notification message to Eversource that triggers the Eversource Response Window.

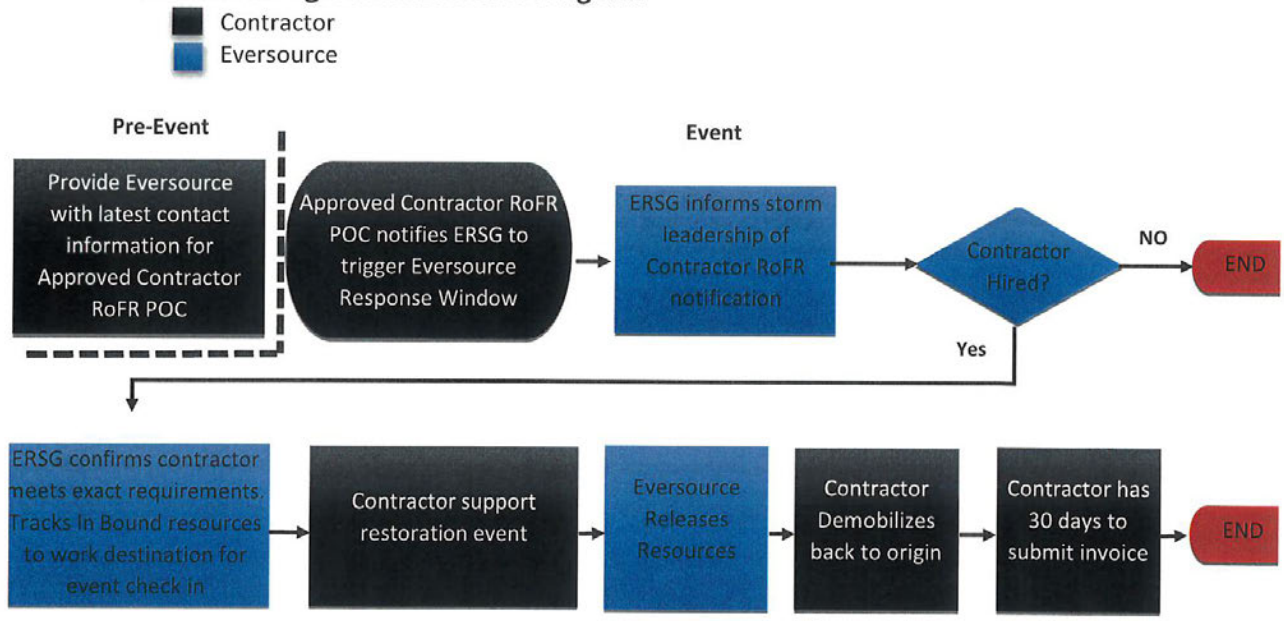
Eversource Resource Support Group (ERSG):
Group within Eversource that provides hiring notification to approved Contractor RoFR POC triggering the RoFR agreement to take effect and documents the start of the three days of storm labor.

ARIBA: Cloud-based procurement, spend management and supply chain system that enable Contractors to unload invoices for Eversource payment digitally. Contractor shall use ARIBA for the upload and processing of invoices.

REDACTED

Eversource Energy Right of First Refusal (RoFR)
Statement of Work

5. Detailed Agreement Process Diagram



6. Agreement Responsibilities

This section articulates the roles and responsibilities of (Contractor) and EVERSOURCE throughout the Agreement as specified in this SOW.

6.1 Contractor Responsibilities

(Contractor) will be responsible for the following:

- Provide only crews and equipment asked and agreed to through confirmation email
- Providing total (TBD #) FTE Line workers
  - Within 24 hours: (TBD #) Crews
  - Within 48 hours: (TBD #) Crews
- Provide updated approved Contractor RoFR POC Information to ERSG
- Notify ERSG of changes to approved Contractor RoFR POC
- Provide Contractor RoFR Notification when your resources are being requested by other IOUs, Contractor RoFR Notification must include:
  - IOU requesting the resources
  - Number they are requesting to secure
- Confirm the receipt of hiring notification formally triggering the three days of storm labor
- Ensure Contractor company name is displayed on vehicle door through signage or temporary magnetic sign for sub-contractors.

REDACTED

- File invoices using approved purchase order number provided by Eversource within 30-day post event demobilization

6.2 Eversource Responsibilities

EVERSOURCE will be responsible for the following:

- Provide Purchase Order Number for invoicing
- Make specific request for number and type of crews and equipment, I.E. Buckets, Diggers, off-road
- Approve or reject Contractor RoFR Notification within 2 hours of alert
- Provide documented detailed hiring letter upon Contractor RoFR Notification approval
- Provides start times and locations to crews
- Provide external field resource coordination representative to hired crews
- Guarantee three days of storm labor
- Provide all onboarding training and required event safety training upon storm hiring
- Provide pre-vent training as needed i.e., timesheet, roster, and software tool training as needed
- Provide exacting equipment and FTE requirements
- ERSG approves and or rejects equipment listed in roster

7. Training

- EVERSOURCE will provide incident on boarding briefings upon hiring to include roster, safety, and event specific on-board brief
- EVERSOURCE will provide training pre-event on timesheets, roster completion, invoicing, and event tools as needed

8. Communication Plan

- (Contractor) will provide approved Contractor RoFR Point of Contact as the sole contact point to submit a Contractor RoFR Notification to the Eversource Resource Support Group
- Eversource Resource Support Group will notify Eversource leadership of Contractor RoFR Notification and attain a response within 2 hours
- Eversource Resource Support Group will communicate approval or rejection of Contractor RoFR Notification
- If Hired Eversource Resource Support Group will provide Hiring Notification to (Contractor)
- (Contractor) will acknowledge hiring email and return required documentation to Eversource Resource Support Group

8.1 Agreement Governance

The primary points of contact between EVERSOURCE and (Contractor) shall be the respective Eversource Sourcing Agent and identified agreement point of contact.

REDACTED

8.2 EVERSOURCE Agreement Personnel

The Agreement shall be staffed with a core agreement team. Additional personnel shall be assigned to work under the direction of the core team as required to effectively implement the solution(s).

Role	Skill Level
Contractor Leadership	Contractor leadership/Agreement Point of Contact
Approved Contractor RoFR Point of Contact	Contractor Response Coordination

8.3 EVERSOURCE's Resources

Role	Skill Level
Eversource Resource Support Group	Crew Hiring
Procurement Sourcing Agent	Agreement Management
Procurement Leadership	Procurement /Sourcing Agent
Emergency Preparedness Leadership	Emergency Preparedness Organizational Response and Management

8.4 Change Management Process

Changes in scope will be managed by a formal change management process that will address changes in scope, schedule, and dollars. Changes in scope will be subject to written approval by Eversource and (Contractor). The Parties may mutually agree to offset the requested scope addition with a corresponding scope reduction.

Any changes that may arise in agreement will be documented using a change order

9. Term of the SOW

Three years, renewable for up to two more years exercised annually, subject to review and mutually agreeable amendments after the first Three months in each term

10. Rates

No upfront costs, with activated crews billed as agreed upon ERP rates between Eversource and (Contractor) See the following for agreed upon ERP rates between Eversource and (Contractor) for more details:

- **Cover Agreement Emergency Response Electric Utility Services and Response Commitment**

11. Out of Scope

Any change of direction not outlined in this scope of work pertaining to emergency response activation and hiring. Any additional emergency response work not listed in this SOW.

REDACTED

Eversource Energy Right of First Refusal (RoFR)
Statement of Work

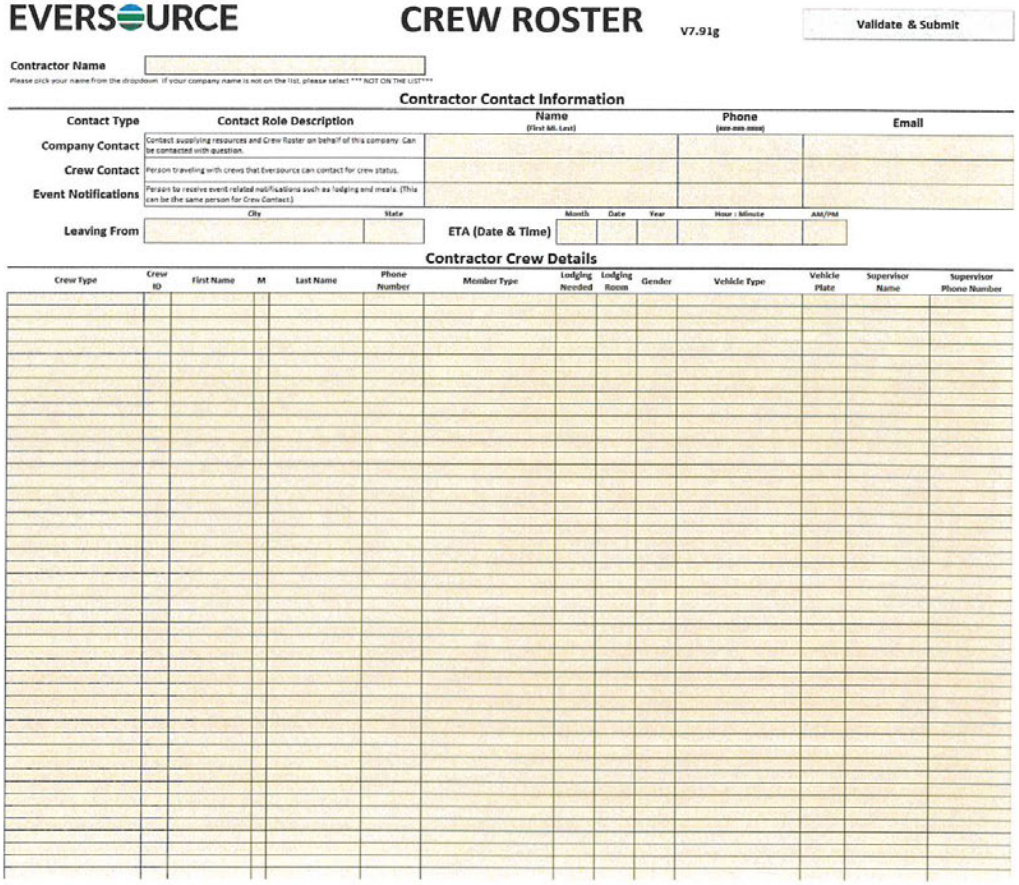
12. Assumptions

EVERSOURCE Energy makes the following pricing assumptions and clarifications in performing this work:

- All personnel being provided to Eversource are qualified in their role
- (Contractor) will still be willing to provide emergency response work outside of RoFR agreement if (Contractor) is not contacted by an IOU for an event, hence not trigging this RoFR agreement to take effect

REDACTED

Appendix A



EVERSOURCE

CREW ROSTER V7.91g

Validate & Submit

Contractor Name

Please pick your name from the dropdown. If your company name is not on the list, please select *** NOT ON THE LIST***

Contractor Contact Information

Contact Type	Contact Role Description	Name (First MI. Last)	Phone (###-###-####)	Email
Company Contact	Contact supplying resources and Crew Roster on behalf of this company. Can be contacted with question.			
Crew Contact	Person traveling with crews that Eversource can contact for crew status.			
Event Notifications	Person to receive event related notifications such as lodging and meals. (This can be the same person for Crew Contact.)			

Leaving From	City	State	ETA (Date & Time)	Month	Date	Year	Hour : Minute	AM/PM

Contractor Crew Details

Crew Type	Crew ID	First Name	M	Last Name	Phone Number	Member Type	Lodging Needed	Lodging Room	Gender	Vehicle Type	Vehicle Plate	Supervisor Name	Supervisor Phone Number

REDACTED

CT

SCHEDULE A = Contractor Billing Rates - Labor

Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.

EFFECTIVE DATE RANGE START: 09/01/2023 END: 05/24/2024

Title	Straight time rate	Travel/Standby Response rate	Emergency Response working Rate(Includes Holiday & Sundays)	Travel per Diem Lodging	Travel Per diem Meals
General Foreman	[redacted]				
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					

REDACTED

CT

SCHEDULE A = Contractor Billing Rates - Labor

Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.

EFFECTIVE DATE RANGE START: 09/01/2023 END: 05/24/2024

Equipment	Rate
1/2 ton pick-up truck 2 x 4	
1/2 ton pick-up truck 4 x 4	
10 Ton Trailer	
3/4 Ton Pick-up Truck - 4 wheel drive	
9 Ton 3x1 Trailer	
Air Compressor	
Air Compressor with Tools	
ATV with pull behind trailer	
Boom Truck	
Bucket - Squirt Boom	
Bucket Truck - 55 ML	
Bucket Truck - 55MH	
Bucket Truck - 65 ft	
Bulldozer – Small	
Compressor 850 CFM	
Digger (Corner Mounted)	
Digger Derrick	
Dump Truck	
Mechanic Truck	
Lift Gate Material Truck	
Material Trailer	
Pole Trailer	
Rack Truck – Large	
Rock Drill with truck	
Single Arbor Trailer	
Utility Truck - 1 Ton	
Wire Puller Tensioner	
Wire Trailer	
Back Yard Machine w Trailer	

REDACTED

CT

SCHEDULE A = Contractor Billing Rates - Labor

Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.

EFFECTIVE DATE RANGE START: 05/25/2024 END: 05/24/2025

Title	Straight time rate	Travel/Standby Response rate	Emergency Response working Rate(Includes Holiday & Sundays)	Travel per Diem Lodging	Travel Per diem Meals
General Foreman	[redacted]				
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					

REDACTED

CT

SCHEDULE A = Contractor Billing Rates - Labor

Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.

EFFECTIVE DATE RANGE START: 05/25/2024 END: 05/24/2025

Equipment	Rate
1/2 ton pick-up truck 2 x 4	$ [redacted]
1/2 ton pick-up truck 4 x 4	$
10 Ton Trailer	
3/4 Ton Pick-up Truck - 4 wheel drive	$
9 Ton 3x1 Trailer	
Air Compressor	$
Air Compressor with Tools	
ATV with pull behind trailer	
Boom Truck	
Bucket - Squirt Boom	$
Bucket Truck - 55 ML	
Bucket Truck - 55MH	$
Bucket Truck - 65 ft	
Bulldozer – Small	
Compressor 850 CFM	
Digger (Corner Mounted)	$
Digger Derrick	
Dump Truck	
Mechanic Truck	$
Lift Gate Material Truck	$
Material Trailer	$
Pole Trailer	$
Rack Truck – Large	$
Rock Drill with truck	
Single Arbor Trailer	
Utility Truck - 1 Ton	
Wire Puller Tensioner	
Wire Trailer	$
Back Yard Machine w Trailer	$

REDACTED

COVER AGREEMENT
EVERSOURCE ENERGY SERVICE COMPANY
AND
[Quality Lines Inc.]
FOR
EMERGENCY RESPONSE ELECTRIC UTILITY SERVICES AND RESOURCE COMMITMENT

This Cover Agreement for Emergency Response Electric Utility Services and Resource Commitment ("Agreement") dated as of **[June 26], 2023** (the "Effective Date"), combined with all other Agreement Documents identified below, constitutes the complete agreement (the "Agreement") between EVERSOURCE ENERGY SERVICE COMPANY, as agent for its affiliates ordering Emergency Response Work from Contractor ("Owner"), and **[Quality Lines Inc]** ("Contractor"), a __S Corp.__ **[type of business entity]** with offices at _2440 bright Road Findlay, Ohio 45840, for Contractor's performance of Emergency Response Work (as defined below).

THE AGREEMENT INCLUDES THIS COVER AGREEMENT AND THE DOCUMENTS LISTED BELOW, WHICH ARE ATTACHED HERETO AND MADE A PART HEREOF, AND ALL OTHER DOCUMENTS REFERENCED IN SUCH DOCUMENTS.

- **Purchase Order/Contract (Excluding Terms and Conditions Printed on Reverse Side)**
- **Exhibit A: Emergency Response Work Pricing Schedule**
  - **Schedule A(1) : ERW Rate Schedule for:**
    - **Primary Services**
    - **Secondary Services**
    - **Transmission Services**
    - **Equipment**
- **Exhibit B: General Terms and Conditions ("GTCs") Utility Services Rev 19 dated 01/21/20**
- **Exhibit C: Emergency Response Contractor Profile Form**
- **Exhibit D: Eversource Energy Right of First Refusal (ROFR) Statement of Work**
- **Appendix A: Eversource – External Crew Roster**

I. DEFINED TERMS; INTERPRETATION

Capitalized terms used in the Agreement have the meaning given in the applicable document forming a part of the Agreement, including the Pricing Schedule, as well as Utility Services General Terms and Conditions ("GTCs"). For purposes of the Agreement, the definition of Equipment shall include all equipment and mobile equipment, including automobiles, trucks, vans, tractors, trailers, carts, flatbeds, and any other type of rolling stock provided by Contractor for use in the performance of Emergency Response Work. The terms "include(s)," "included" and "including," as well as any variations thereof, are used without limitation.

For purposes of this Agreement (consistent with GTCs), the following capitalized terms shall have the meanings set forth below:

"Emergency" means any emergency event expected by Owner or declared by Owner (whether or not such event is declared an emergency by any governmental authority), including stormy weather or other adverse weather conditions that are forecasted to occur or have occurred, that causes, or may cause, damage, interruption, impact or unplanned outages to all or a portion of Owner's affiliates' utility systems. An Emergency does not constitute an event of Force Majeure under the Agreement.

REDACTED

"Emergency Response Work" means Emergency-related Work to be provided by Contractor pursuant to each Emergency Response Work Release, as specified by Owner. Emergency Response Work is included within the definition of "Work".
"Emergency Response Work Protocols" means Owner's Emergency Response Work protocols and work standards, procedures and manuals, including Owner's Emergency Storm Restoration Safety Guideline provided to or made available to Contractor, as may be modified from time to time by Owner.

"Emergency Response Work Release" means each release for Emergency Response Work pursuant to an oral communication (i.e., by telephone or in person) or written (i.e., by email, fax or other documentation, in whatever form) issued and/or approved by Owner for Emergency Response Work, in each case under the Order, and in the form and on such terms determined by Owner in good faith. Contractor's commencement of Emergency Response Work awarded to it by Owner pursuant to each Release shall constitute Contractor's acceptance of all of the provisions of the applicable Release.

II. PRIORITY OF DOCUMENTS

Notwithstanding anything to the contrary set forth in the Agreement, if the provisions of this Cover Agreement are inconsistent with or conflict with the provisions of the GTCs, the terms of this Cover Agreement shall control. If the GTCs apply to this Agreement, Article 48 of the GTCs is amended to provide that this Cover Agreement shall have second priority among the Contract documents, behind the Purchase Order (and any Emergency Response Work Releases thereunder) but greater priority than the Special Terms and Conditions (if any) and the other Contract documents. This Cover Agreement replaces the Right of First Refusal Retainer Agreement previously executed between Contractor and Eversource dated _____NA_____ which is hereby terminated.

III. TERM OF THE CONTRACT

The Contract shall be in effect for the periods specified in Purchase Order/ Contract, and shall be automatically renewed for successive one (1) year periods unless Owner notifies Contractor, in writing, at least sixty (60) calendar days before the end of the initial term or the end of any one (1) year renewal term, as the case may be, that Owner elects not to renew the Contract. Upon Owner's delivery of such non-renewal notice to Contractor, this Contract shall terminate at the end of the applicable term.

IV. SCOPE OF EMERGENCY RESPONSE WORK

Contractor shall perform and complete Emergency Response Work in accordance with the Agreement, including Owner's Emergency Response Work Protocols. Owner may require Contractor to perform Emergency Response Work in all or any part of Owner's service territories. Contractor's commencement of Emergency Response Work awarded to it by Owner pursuant to each Emergency Response Work Release shall constitute Contractor's acceptance of all of the provisions of the applicable Emergency Response Work Release. Contractor shall be solely responsible for all means, methods, techniques and procedures for Emergency Response Work.

V. CONTRACTOR RESOURCE COMMITMENTS AND EQUIPMENT INFORMATION; RESPONSE TIME

1. Contractor shall provide Owner with emergency contact information and other information requested by Owner from time to time and, simultaneously with execution of this Cover Agreement, shall complete the Emergency Response Contractor Profile Form attached hereto as Exhibit C ("Contractor Profile"). Contractor shall keep the information in the Contractor Profile current and promptly notify Owner of any changes to the Contractor Profile in writing or using automated processes that Owner may make available from time to time.

2. Contractor hereby provides Owner with a commitment and right of first refusal for crews/FTE's/Equipment (*including Equipment and support, as requested*) as follows:

REDACTED

i. Crews/FTEs : 100 Crews / 200 FTEs
ii. Equipment: __80 Buckets 20 Diggers__

3. The foregoing shall be called the Resource Commitment ("Commitment"). In advance of or during emergency or storm events or forecasts of hazardous weather, if Owner desires a Commitment, Owner will contact Contractor as soon as reasonably practicable and notify Contractor if Owner is activating this Agreement and the number of crews/equipment Owner needs, so that Contractor may deploy any resources that are committed to Owner that Owner requests. Owner agrees to pay the standby/travel rates set forth in the attached Rate Schedule until such crews/equipment are deployed and performing Work on Owner's facilities, after which the rate schedule set forth in the applicable GTCs shall apply.

4. For any particular emergency or storm event, if Contractor receives a firm offer of work from another utility(s) that could impact the Commitment, Contractor will promptly contact the Owner's designated representative and advise Owner of the potential impact to the Commitment. Owner will have __1_ hours from notification to do one of the following:
   i. activate the crews/equipment reserved under the Commitment; or
   ii. release Contractor from the # of crews/equipment in the Commitment obligation impacted by the other customer's firm offer; or
   iii. work with Contractor to revise the Commitment for the particular event to a mutually agreeable smaller crew/equipment commitment number solely for the particular event at issue and release the remaining available crews to work for the other customer.

5. In the event that Owner does not exercise its rights to the Commitment under this Agreement and releases Contractor from all or a portion of the Commitment obligation impacted by the customer's firm offer and Contractor deploys such resources to provide Services to such other customer(s), upon completion of those Services for the other customer (and its affiliates, if applicable and requested by customer), the Commitment will apply to those resources when released by the other customer.

6. Upon Owner's request for crews under this Agreement, the Contractor will deploy the crews/equipment requested in accordance with Owner's schedule and provide the necessary paperwork to DHS (if applicable) with border crossing(s) approvals if applicable, as follows:

   i. The deployment phase shall include (#___100___) of crews deployed to Owner's designated staging location within 12 hours of Owner's request for deployment.
   ii. Any remaining balance of crews will arrive in Owner's designated staging location within service territory within 24 hours of Owner's request.

7. Within two (2) hours after Owner's request for Contractor Crews and Equipment and information, Contractor will provide Owner with the requested information and coordinate with Owner for the deployment schedule for the Owner requested Contractor Crews and Equipment for Emergency Response Work. In addition to the Crews and Equipment subject to the Commitment, Contractor will also advise Owner any of any other available and qualified Contractor crews/equipment and if requested by Owner, provide such Contractor Crews and Equipment to Owner for Emergency Response Work.

8. If, prior to Owner's award of such Emergency Response Work to Contractor, the availability of Contractor Crews or Equipment changes, Contractor shall immediately notify Owner.

9. Contractor shall immediately confirm to Owner the amount of Contractor Crews and Equipment committed to such Emergency Response Work and provide the following information regarding the Contractor Crews and Equipment being mobilized:

REDACTED

i. The number of persons available and the name, qualifications, job classification, local union affiliation and gender of each such person;
ii. The type and quantity of Equipment to be provided by Contractor;
iii. Crew information (number of crews, persons per crew, and type of Equipment assigned to each crew) Eversource – External Crew Roster (Appendix A) must be completed;
iv. The name and contact information for the on-site supervisor;
v. The name and contact information for the foreman of each work crew;
vi. The response time for mobilization of the Contractor Crews and Equipment to the Site or Owner-designated onboarding location; and
vii. Expeditiously mobilize the committed Contractor Crews and Equipment to the Site **or onboarding location designated by Owner** in accordance with the mobilization schedule specified by Owner. Contractor must notify Owner immediately if there will be any delay in deploying the requested Contractor Crews and Equipment, and in such event notify Owner in writing as to when such resources will be available and can be on Site for such Emergency Response Work;
viii. Provide at least one (1) supervisor for Contractor Crews, in addition to a foreman for each work crew; and unless defined differently in the Contract, crew will be regarded, for overhead distribution and primary, as one (1) bucket truck and two (2) qualified employees.
ix. Provide at least one English speaking crew member per crew who can translate for non-English speaking crew members.

10. In addition to complying with all other applicable provisions of the Contract, Contractor Crews performing Emergency Response Work shall:

    i. Be qualified and fit for duty (including no use of alcohol or illegal drugs, and no use of legal drugs that could adversely impact job performance).

    ii. Comply with all of Owner's Emergency Response Work Protocols; and

    iii. Not include Subcontractors or other third parties who are not employees of Contractor.

11. The Commitment means the Contractor agrees to provide the number of resources requested by Owner within the Commitment as prescribed in this Agreement to Owner for Emergency Restoration services for the length of the Emergency Restoration Event. Crews offered at Inquiry will remain available to Owner until released by Owner at the Contractor's request. In every instance Owner will determine the length of the Emergency Restoration Event.

12. The Owner retains ownership and salvage rights to all material. Return wire is to be cut up and placed in designated storage containers. Material deemed by the Owner representative as unsalvageable is to be disposed of by Contractor, at the Owner designated container.

13. Energized Conductors-The conductors involved in this contract may be energized at voltages up to 34.5kV, or higher if the Work issued involves transmission lines.

14. Terms of Engagement: All resources will remain on property until they are formally released by Owner's Management.

15. Inventory and Obtaining materials -The Contractor will sign for all material received. There will be a closing inventory when the job is completed. At no time will Contractor take any materials not authorized by the Owner representative. Contractor will be escorted to the stock area by a Owner representative.

VI. MEALS AND LODGING

REDACTED

Unless otherwise agreed in advance and in writing by Owner and Contractor, Owner will provide meals, lodging and all necessary supplies and materials for the performance of Emergency Response Work (but not tools or safety equipment or clothing) for Contractor Crews performing Emergency Response Work while they are at the Site or Owner-designated onboarding site. If it is more efficient for Contractor Crews to obtain meals that are not Owner-provided, Owner shall, if Owner or the Owner's Representative has preapproved such alternative arrangement in writing, reimburse Contractor with no markup for the reasonable cost of such meals, provided that Contractor submits itemized and signed receipts covering such expenses. No additional mark ups are allowed.

If Owner assigns lodging for Contractor's crews and any of the Contractor crews decline to stay at their assigned lodging, then any alternative lodging procured by the Contractor for such crews will be at Contractor's own expense and will not be reimbursed. Any travel time for Contractor crews to get to such alternative lodging provided by Contractor shall not be billed to Owner and will not be reimbursed.

If Owner does not provide meals and lodging, Contractor shall be compensated for meals and lodging in accordance with the applicable per diem rates set forth in the Pricing Schedule during the periods that Contractor is compensated for Contractor Crews and Equipment at the applicable Travel Time Rates set forth in the attached Pricing Schedule.

VII. EQUIPMENT AND VEHICLES

Unless otherwise agreed to in advance and in writing by Owner and Contractor, all Contractor Crews will arrive at the Site or Owner-designated onboarding site fully equipped with all tools and equipment necessary and appropriate to properly, safely and diligently perform Emergency Response Work, including all Personal Protective Equipment (PPE) and all items that are required by OSHA, federal, state or Owner safety and health regulations, including enclosed space and/or confined space entry equipment, traffic control devices, and public safety protection.

Contractor Crews mobilized for Emergency Response Work shall use any and all field technology provided by Owner in connection with such work, including GPS and wireless communications equipment. Any tools or equipment provided by Owner to Contractor Crews, including any field technology (e.g. GPS, wireless communications equipment), shall be returned to Owner upon the completion of the Emergency Response Work or otherwise as directed by Owner. Contractor will be charged for any tools or equipment not returned to Owner and/or not in good working condition.

All vehicular Equipment provided by Contractor and used by Contractor Crews shall be fully equipped and comply with all applicable state and federal laws and regulations as well as applicable safety standards, including, to the extent applicable, ANSI 92.2 2009, requiring testing of vehicles with insulated vehicle-mounted elevating and rotating aerial devices. Commercial vehicles used for Emergency Response Work must be maintained in compliance with the Federal Motor Carrier Safety Regulations (FMCSR).

Contractor Crews driving commercial vehicles must be duly trained, licensed and qualified in compliance with all applicable laws and regulations, including FMCSR.

VIII. SCHEDULE

Contractor recognizes the critical nature of Emergency Response Work and the importance to Owner of Contractor's prompt response and diligent and timely completion of all Emergency Response Work, and accordingly, time is of the essence for Contractor's response to Owner's request for information, Contractor Crews and Equipment mobilization, Contractor performance of Emergency Response Work and meeting all of Contractor's obligations under the applicable provisions of the Contract. Emergency Response Work shall begin as specified in each Emergency Response Work Release, and shall end, when the Owner has released the Contractor from restoration work by the

REDACTED

Owner's Representative. Contractor will return all material to the appropriate service center and provide completed signed time sheets.

Emergency Response Work shall be subject to any government agency mandated rest time.

IX. INVOICING AND PRICING TERMS

Contractor shall record its labor time and Equipment usage time on a daily basis using only the required timesheet form- the ERP Owner Contractor Storm Daily Time Sheet and Work Log (UNK-5008) and provide daily timesheets to the Owner's Representative for signature. Contractor shall invoice Owner upon completion of Emergency Response Work, unless such Emergency Response Work assignment extends beyond two (2) weeks, in which case Contractor may invoice Owner every two (2) weeks. Each invoice for Emergency Response Work submitted by Contractor shall be accompanied by the completed and Owner signed required time sheets and receipts for authorized expense reimbursement items for the applicable period that have been approved in writing by the Owner's Representative. Contractor shall comply with any and all reasonable requests made by Owner to expedite the invoicing process for Emergency Response Work, including the electronic submission of the completed ERP Owner Contractor Storm Daily Time Sheet and Work Log (UNK-5008) timesheets and expense receipts. Notwithstanding any conflicting provisions of Section 3.1 of the GTCs, Owner shall process and pay each correct invoice for Emergency Response Work or provide written objections to all or any portion of each disputed invoice for Emergency Response Work within sixty (60) days after receipt by Owner. Likewise, with respect to Emergency Response Work, if Owner disputes a portion of an invoice submitted by Contractor, at Owner's request Contractor shall submit a revised invoice with current date for the undisputed amount and Owner shall pay such undisputed portion within sixty (60) days after receipt thereof.

For work performed with non-union labor, the Contractor agrees that such Work will be billed at non-union labor rates. If any work involves classifications not specifically set forth in the Pricing Schedule or requires any adjustments, such rates shall be submitted to Owner for approval prior to the start of work. The Contractor shall provide revised labor billing rate schedule for all labor classifications.

All Emergency Response Work shall be invoiced at the rates set forth in the Pricing Schedule. Contractor must use ERP Owner Contractor Storm Daily Time Sheet and Work Log (UNK-5008) to track time and submit completed forms in order to receive payment.

X. OWNER'S EMERGENCY RESPONSE WORK PROTOCOLS

Contractor and all Contractor Crews shall comply with all Emergency Response Work Protocols in effect at the time Contractor Crews perform Emergency Response Work, which may be found at. www.eversource.com Eversource safety documentation will be provided during the on-boarding process.

XI. EXECUTION

This Cover Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Facsimile and portable document format (PDF) copies of signatures shall constitute original signatures.

[

REDACTED

SIGNATURE PAGE TO THE COVER AGREEMENT between EVERSOURCE ENERGY SERVICE COMPANY and [Quality Lines Inc._____] for EMERGENCY RESPONSE ELECTRIC UTILITY SERVICES and RESOURCE COMMITMENT

IN WITNESS WHEREOF, the Parties hereby agree the terms and conditions described in the Cover Agreement are executed as of the Effective Date.

The Parties agree that the counterpart, facsimile or electronically reproduced signatures of the Parties are intended to authenticate this writing, and to have the same force and effect as manual signatures.

Quality Lines Inc (CONTRACTOR)		Eversource Energy Service Company (OWNER)	
NAME	Ronald L. Smith	NAME	[redacted]
PRINTED NAME	Ronald L. Smith	PRINTED NAME	
TITLE	President	TITLE	Procurement Manager
DATE	6/26/2023	DATE	06/27/2023

REDACTED

EXHIBIT A
PRICING SCHEDULE

Unless otherwise agreed to in writing by Owner, all Emergency Response Work shall be performed on a time and equipment price basis (such rates, the "Emergency Response Work Rates").

1 For purposes of this Pricing Schedule, the following capitalized terms shall have the following definitions:

"District of Service Center "refers to a Owner location where Owner and Contractors staff work to support maintenance and restoration activities.

"Receiving Center" refers to the initial reporting location for registration and safety briefings.

"Staging Areas" temporary designated locations established throughout Owner service territory which may be used to issue materials, meals, equipment parking/storage, wet fueling, lodging, safety briefings and work assignments as needed.

"Emergency Response Rates for Equipment" are the agreed rates payable for Equipment from the commencement of applicable Emergency Response Work through the termination of such Emergency Response Work, excluding when the Contractor Crews are on rest time prior to the termination of such Emergency Response Work. Equipment Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for the term of this Agreement. If Owner provides any fuel to Contractor, Contractor shall reimburse Owner for such fuel costs and at Owner's option, Owner may either invoice Contractor for such fuel costs or the cost of such fuel may be deducted from Contractor's invoice amount for Emergency Response Work.

"Standby Rates apply to labor resources only"

"Emergency Response Working Rates for Labor" are the agreed labor rates payable from the commencement of applicable Emergency Response Work through the termination of such Emergency Response Work, excluding rest time during that Emergency Response Work. Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.

"Standby Retainer Fee" is the amount paid to Contractor each calendar day they are asked and agree to go on to Standby. Once the Contractor agrees to go on to Standby, the entire Standby Retainer Fee, originally agreed to, will be paid regardless of whether or not Contractor Crews are requested to mobilize that day. The Standby Retainer Fee is equal to 8 hours straight time for every 24 hour period on standby at the Emergency Response Rates for Labor for each Contractor Labor Resource who is listed on the Standby Roster for that Standby Request. Owner will not pay the Standby Retainer Fee for any Labor Resource listed on the Standby Roster of an event who is not provided by the Contractor for that event. Owner also will not pay the Standby Retainer Fee for any Labor Resource listed on the Standby Roster of an event who is not requested by the Owner. The Standby Roster must be provided to the Owner prior to the start of the Standby Request. The Standby Retainer Fee will not include the cost associated with any Contractor Equipment. Once the contractor is activated to mobilize the mobilization rates will apply and the Standby retainer Fee will not be in effect.

"Travel Time Rates for Equipment" are the rates payable for all Equipment for the period when Contractor Crews associated with such Equipment are being compensated at the Travel Time Rates for Labor, and includes all transit costs associated with the delivery of such Equipment for the performance of Emergency Response Work, and return to the location from which the Equipment was deployed.

REDACTED

"Travel/Standby Response Rate" are the rates applicable for travel time expended by Contractor Crews located outside of Owner's service territory in which Emergency Response Work is to be performed, calculated based upon the following:

Reasonable time necessary to travel the distance from the Contractor Crews deployment location to the Site or onboarding site designated by Owner, as applicable; and

Reasonable time necessary to travel the distance from the Emergency Response Work completion location to the deployment origin of Contractor Crews.

2 Subject to the provisions of Section 4 (Rate Changes) of this Pricing Schedule, Contractor shall be compensated for Emergency Response Work performed in compliance with the Contract in accordance with the Contractor Billing Rates attached hereto as Schedule A.

3 Reimbursable Expenses: Unless otherwise agreed to in writing by Owner, all of Contractor's reimbursable expenses that are accounted for during mobilization and demobilization are at Travel per diem rates and Equipment rates as set forth per schedule A. Tolls with appropriate back up receipts will be paid as a pass thru. Contractors are not allowed to add markup for any expenses. In no event shall Owner reimburse Contractor for any expenses relating to tobacco products, alcohol, laundry, personal hygiene products or other non-Emergency Response Work-related personal expenses.

4 Rate Changes: The Contractor Billing Rates set forth in Schedule A shall be in effect for a minimum period of one year and shall not be subject to change until after the end date of the effective billing rates, as set forth in the applicable Pricing Schedule A attached hereto and as the same may be amended from time to time by mutual written agreement of the parties ("Effective Rate End Date"). If and when Contractor proposes to modify its then-applicable billing rates for the period subsequent to the Effective Rate End Date, Contractor shall provide Owner with proposed updated rates to be used for the period set forth in such proposal (which may not be for duration of less than one year). Such proposed revised billing rates shall be added to and incorporated into the Contract only upon written approval by Owner. Any dispute regarding proposed rate adjustments will be resolved in accordance with the dispute resolution process set forth in the GTCs. In the event that Contractor does not make adjustments to its rates applicable to Emergency Response Work after the applicable Effective Rate End Date, then the last Emergency Response Work Rates on file with Owner shall be used by Owner to compensate Contractor for Emergency Response Work performed after such Effective Rate End Date. No changes to the billing rates for Emergency Response Work shall be effective unless and until approved by Owner in writing.

5 Travel/Mobilization:
Travel/Mobilization shall be defined as the time Contractor crews leave the Contractor's point of origin (staging area) and arrive at the Owner's designated location, including processing at Owner receiving center if required.

Mobilization
When crews Travel to a restoration event and are requested to stand-by at the contractor's base or hotel, travel hours are paid the Travel /Standby Time Rate as outlined for the job classification in Schedule A.

Mobilization to an activated restoration event with the execution of immediate work being conducted will be paid at the Emergency Response Working Rate in Schedule A. Equipment rate applies.

REDACTED

Travel/Mobilization includes time for refueling, bathroom and food breaks and tolls. The Contractor shall submit estimated time of arrival at Owner using the Owner – External Crew Roster (Appendix A). Billing hours shall not exceed 10% of the original estimated time submitted to the Owner without an updated Owner – External Crew Roster. Any adjustments to original estimates shall require phone and written approval by the authorized agent of the Owner, and a revised Owner – External Crew Roster will be required. Estimates will be approved by Owner.

Time is of the essence; however Contractor is responsible for crew safety. Contractor shall notify Owner if they are unable to meet the estimated arrival time, for what reason, and if a new arrival time can be accepted.

Demobilization:
An official release will be issued by the Owner, exclusively. Demobilization includes notification of release by authorized Owner agent, debriefing by Owner field representative, unloading of materials and return to Contractor point of origin or release to other utility if requested. Prior to the authorized Owner representative formally releasing the Contractor, the Contractor will provide an estimate of Demobilization to the Owner Resource Management Representative.

Travel Rates will apply after demobilization.

REDACTED

SECONDARY SERVICES

SCHEDULE A =- Contractor Billing Rates - Labor					
EFFECTIVE DATE RANGE – Start: End:					
Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.	**Travel/Standby Response Rate**	**ERW Straight Time Rate**	**ERW Rate for Holidays & Sundays**	**Travel per diem Lodging**	**Travel per diem Meals**
Lead Lineman	[redacted]				
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					
Superintendent					
Flat Rate Mob/Demob					

REDACTED

PRIMARY SERVICES

SCHEDULE A =- Contractor Billing Rates - Labor

Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.

EFFECTIVE DATE RANGE

START: 6/26/2023 **END: 6/26/2026**

Title	ERW Straight Time Rate	Travel/Standby Response Rate	ERW Rate for Holidays & Sundays	Travel per diem Lodging	Travel per diem Meals
General Foreman	[redacted]				
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					
Superintendent					
Flat Rate Mob/Demob					

REDACTED

TRANSMISSION LINE RATES

SCHEDULE A =- Contractor Billing Rates - Labor					
Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.					
EFFECTIVE DATE RANGE					
START: 6/26/2023		**END: 6/26/2026**			
Title	**ERW Straight Time Rate**	**Travel/Standby Response Rate**	**ERW Rate for Holidays & Sundays**	**Travel per diem Lodging**	**Travel per diem Meals**
General Foreman	[redacted]				
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					
Superintendent					
Flat Rate Mob/Demob					

REDACTED

EQUIPMENT RATES

SCHEDULE A - Contractor Billing Rates - Equipment

Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for Equipment deployed upon Owner's request for the term of this Agreement.

EFFECTIVE DATE RANGE

START: **6/26/2023** **END:** **6/26/2026**

Equipment	Rate	Travel Time Rate
1/2 ton pick-up truck 2 x 4	[redacted]	
1/2 ton pick-up truck 4 x 4		
10 Ton Trailer		
3/4 Ton Pick-up Truck - 4 wheel drive		
9 Ton 3x1 Trailer		
Air Compressor		
Air Compressor with Tools		
ATV with pull behind trailer		
Boom Truck		
Bucket - Squirt Boom		
Bucket Truck - 55 ML		
Bucket Truck - 55MH		
Bucket Truck - 65 ft		
Bulldozer - Small		
Compressor 850 CFM		
Digger (Corner Mounted)		
Digger Derrick		
Dump Truck		
Flatbed Truck		
Lift Gate Material Truck		
Material Trailer		
Pole Trailer		
Rack Truck - Large		
Rock Drill with truck		
Single Arbor Trailer		
Utility Truck - 1 Ton		
Wire Puller Tensioner		
Wire Trailer		

REDACTED

EXHIBIT C
Owner Emergency Response Work - Contractor Profile Input Form

Section	Data Field	Contractor Information
Contractor Information	Contracting Area	Ohio and PA
	Service Provided	Powerline
	Contractor Name	Quality Lines Inc.
	Contractor Address 1	2440 Bright Road
	Contractor Address 2	
	Contractor City	Findlay
	Contractor State	Ohio
	Contractor Zip	45840
Primary Contact Information	Last Name	Smith
	First Name	Ronald
	Title	Owner/President
	Office Phone	567-525-4326
	Mobile Phone	740-815-1165
	Alternative Phone	
	Fax	567-525-4934
	Email	rsmith@qualitylinesinc.com
Secondary Contact Information	Last Name	Fieger
	First Name	Wally
	Title	Office Manager
	Office Phone	567-525-4326
	Mobile Phone	419-348-8121
	Alternative Phone	
	Fax	567-525-4934
	Email	wfieger@qualitylinesinc.com
Billing Contact Information	Last Name	Smith
	First Name	Ronald
	Title	Owner/President
	Office Phone	567-525-4326
	Mobile Phone	740-815-1165
	Alternative Phone	
	Fax	567-525-4934
	Email	rsmith@qualitylinesinc.com
Resource Information	Deployment Location	Windsor Locks CT.
	Labor - Total head count	500 to 900
	Equipment - General description and quantity of equipment available (include fuel type requirements: gas, diesel, etc)	350 total 55ft MH Bucket, 70 total 4047 Digger, 20 total 1ton pickup. All above diesel 20 total ¾ ton pickup, Gas
	Crew size - number of persons & equipment per crew	2 men crews: 1-Foreman, 1-Journeyman lineman 1- Bucket truck: 1-Digger truck. 100 – 2 men crews
	How are crews managed?	1 General foreman, Safety, and mechanic per every 25 Men. With Pickup Truck.
	Are you available 24x7?	Yes
	If no, please specify hours of operation.	

REDACTED

	Comments	Quality Lines Inc. is offering this contract as a 3 year fixed rate contract. Through June 26, 2026

REDACTED

Rate Descriptions Revised & Approved 3/19/2023

[redacted]

SECONDARY SERVICES

SCHEDULE A =- Contractor Billing Rates - Labor

Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for the term of this Agreement.

EFFECTIVE DATE RANGE

START: 6/26/2023 **END:** 6/26/2026

Title	Straight Time Rate	Travel/Standby Response Rate	Emergency Response Working Rate (includes Holidays & Sundays)	Travel per diem Lodging	Travel per diem Meals
Lead Lineman	[redacted]				
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					
Field Support/Superintendent					
Flat Rate Mob/Demob					

REDACTED

PRIMARY SERVICES

SCHEDULE A =- Contractor Billing Rates - Labor

Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for the term of this Agreement.

EFFECTIVE DATE RANGE

START: 6/26/2023 **END: 6/26/2026**

Title	Straight Time Rate	Travel/Standby Response Rate	Emergency Response Working Rate (includes Holidays & Sundays)	Travel per diem Lodging	Travel per diem Meals
General Foreman	[redacted]				
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					
Field Support/Superintendent					
Flat Rate Mob/Demob					

REDACTED

Revised/Approved Descriptions 3/20

Heather Elser

EQUIPMENT RATES

SCHEDULE A - Contractor Billing Rates - Equipment

Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for the term of this Agreement.

EFFECTIVE DATE RANGE

START: 06/26/2023 **END: 06/26/2026**

Equipment	Rate
1/2 ton pick-up truck 2 x 4	[redacted]
1/2 ton pick-up truck 4 x 4	
10 Ton Trailer	
3/4 Ton Pick-up Truck - 4 wheel drive	
9 Ton 3x1 Trailer	
Air Compressor	
Air Compressor with Tools	
ATV with pull behind trailer	
Boom Truck / Mechanic Truck	
Bucket - Squirt Boom	
Bucket Truck - 55 ML	
Bucket Truck - 55MH	
Bucket Truck - 65 ft	
Bulldozer - Small	
Compressor 850 CFM	
Digger (Corner Mounted)	
Digger Derrick	
Dump Truck	
Flatbed Truck	
Lift Gate Material Truck	
Material Trailer	
Pole Trailer	
Rack Truck - Large	
Rock Drill with truck	
Single Arbor Trailer	
Utility Truck - 1 Ton	
Wire Puller Tensioner	
Wire Trailer	

REDACTED

COVER AGREEMENT
EVERSOURCE ENERGY SERVICE COMPANY
AND
SUPPORT OPERATIONS SERVICES, LLC
FOR
EMERGENCY RESPONSE ELECTRIC UTILITY SERVICES AND RESOURCE COMMITMENT

This Cover Agreement for Emergency Response Electric Utility Services and Resource Commitment ("Agreement") dated as of **August 9, 2022** (the "Effective Date"), combined with all other Agreement Documents identified below, constitutes the complete agreement (the "Agreement") between EVERSOURCE ENERGY SERVICE COMPANY, as agent for its affiliates ordering Emergency Response Work from Contractor ("Owner"), and **Support Operations Services, LLC (**"Contractor"), a Corporation with offices at 16055 Space Center Blvd., Suite 500 Houston, TX 77062, for Contractor's performance of Emergency Response Work (as defined below).

THE AGREEMENT INCLUDES THIS COVER AGREEMENT AND THE DOCUMENTS LISTED BELOW, WHICH ARE ATTACHED HERETO AND MADE A PART HEREOF, AND ALL OTHER DOCUMENTS REFERENCED IN SUCH DOCUMENTS.

- **Purchase Order/Contract (Excluding Terms and Conditions Printed on Reverse Side)**
- **Exhibit A: Emergency Response Work Pricing Schedule**
  - **Schedule A(1) : ERW Rate Schedule for:**
    - **Primary Services**
    - **Secondary Services**
    - **Transmission Services**
    - **Equipment**
- **Exhibit B: General Terms and Conditions ("GTCs") Utility Services Rev 19 dated 01/21/20**
- **Exhibit C: Emergency Response Contractor Profile Form**
- **Exhibit D: Eversource Energy Right of First Refusal (ROFR) Statement of Work**
- **Appendix A: Eversource – External Crew Roster**

I. DEFINED TERMS; INTERPRETATION

Capitalized terms used in the Agreement have the meaning given in the applicable document forming a part of the Agreement, including the Pricing Schedule, as well as Utility Services General Terms and Conditions ("GTCs"). For purposes of the Agreement, the definition of Equipment shall include all equipment and mobile equipment, including automobiles, trucks, vans, tractors, trailers, carts, flatbeds, and any other type of rolling stock provided by Contractor for use in the performance of Emergency Response Work. The terms "include(s)," "included" and "including," as well as any variations thereof, are used without limitation.

For purposes of this Agreement (consistent with GTCs), the following capitalized terms shall have the meanings set forth below:

"Emergency" means any emergency event expected by Owner or declared by Owner (whether or not such event is declared an emergency by any governmental authority), including stormy weather or other adverse weather conditions that are forecasted to occur or have occurred, that causes, or may cause, damage, interruption, impact or unplanned outages to all or a portion of Owner's affiliates' utility systems. An Emergency does not constitute an event of Force Majeure under the Agreement.

REDACTED

"Emergency Response Work" means Emergency-related Work to be provided by Contractor pursuant to each Emergency Response Work Release, as specified by Owner. Emergency Response Work is included within the definition of "Work".
"Emergency Response Work Protocols" means Owner's Emergency Response Work protocols and work standards, procedures and manuals, including Owner's Emergency Storm Restoration Safety Guideline provided to or made available to Contractor, as may be modified from time to time by Owner.

"Emergency Response Work Release" means each release for Emergency Response Work pursuant to an oral communication (i.e., by telephone or in person) or written (i.e., by email, fax or other documentation, in whatever form) issued and/or approved by Owner for Emergency Response Work, in each case under the Order, and in the form and on such terms determined by Owner in good faith. Contractor's commencement of Emergency Response Work awarded to it by Owner pursuant to each Release shall constitute Contractor's acceptance of all of the provisions of the applicable Release.

II. PRIORITY OF DOCUMENTS

Notwithstanding anything to the contrary set forth in the Agreement, if the provisions of this Cover Agreement are inconsistent with or conflict with the provisions of the GTCs, the terms of this Cover Agreement shall control. If the GTCs apply to this Agreement, Article 48 of the GTCs is amended to provide that this Cover Agreement shall have second priority among the Contract documents, behind the Purchase Order (and any Emergency Response Work Releases thereunder) but greater priority than the Special Terms and Conditions (if any) and the other Contract documents. This Cover Agreement replaces the Right of First Refusal Retainer Agreement previously executed between Contractor and Eversource dated __9/23/2021____ which is hereby terminated.

III. TERM OF THE CONTRACT

The Contract shall be in effect for the periods specified in Purchase Order/ Contract, and shall be automatically renewed for successive one (1) year periods unless Owner notifies Contractor, in writing, at least sixty (60) calendar days before the end of the initial term or the end of any one (1) year renewal term, as the case may be, that Owner elects not to renew the Contract. Upon Owner's delivery of such non-renewal notice to Contractor, this Contract shall terminate at the end of the applicable term.

IV. SCOPE OF EMERGENCY RESPONSE WORK

Contractor shall perform and complete Emergency Response Work in accordance with the Agreement, including Owner’s Emergency Response Work Protocols. Owner may require Contractor to perform Emergency Response Work in all or any part of Owner's service territories. Contractor's commencement of Emergency Response Work awarded to it by Owner pursuant to each Emergency Response Work Release shall constitute Contractor's acceptance of all of the provisions of the applicable Emergency Response Work Release. Contractor shall be solely responsible for all means, methods, techniques and procedures for Emergency Response Work.

V. CONTRACTOR RESOURCE COMMITMENTS AND EQUIPMENT INFORMATION; RESPONSE TIME

1. Contractor shall provide Owner with emergency contact information and other information requested by Owner from time to time and, simultaneously with execution of this Cover Agreement, shall complete the Emergency Response Contractor Profile Form attached hereto as Exhibit C (“Contractor Profile”). Contractor shall keep the information in the Contractor Profile current and promptly notify Owner of any changes to the Contractor Profile in writing or using automated processes that Owner may make available from time to time.

2. Contractor hereby provides Owner with a commitment and right of first refusal for crews/FTE's/Equipment (*including Equipment and support, as requested*) as follows:

REDACTED

i. Crews/FTEs : 1,000 Full Time Equivalent (FTE) Line workers equating to 500 # of crews._____
ii. Equipment: _____

3. The foregoing shall be called the Resource Commitment ("Commitment"). In advance of or during emergency or storm events or forecasts of hazardous weather, if Owner desires a Commitment, Owner will contact Contractor as soon as reasonably practicable and notify Contractor if Owner is activating this Agreement and the number of crews/equipment Owner needs, so that Contractor may deploy any resources that are committed to Owner that Owner requests. Owner agrees to pay the standby/travel rates set forth in the attached Rate Schedule until such crews/equipment are deployed and performing Work on Owner's facilities, after which the rate schedule set forth in the applicable GTCs shall apply.

4. For any particular emergency or storm event, if Contractor receives a firm offer of work from another utility(s) that could impact the Commitment, Contractor will promptly contact the Owner's designated representative and advise Owner of the potential impact to the Commitment. Owner will have __2__ hours from notification to do one of the following:
   i. activate the crews/equipment reserved under the Commitment; or
   ii. release Contractor from the # of crews/equipment in the Commitment obligation impacted by the other customer's firm offer; or
   iii. work with Contractor to revise the Commitment for the particular event to a mutually agreeable smaller crew/equipment commitment number solely for the particular event at issue and release the remaining available crews to work for the other customer.

5. In the event that Owner does not exercise its rights to the Commitment under this Agreement and releases Contractor from all or a portion of the Commitment obligation impacted by the customer's firm offer and Contractor deploys such resources to provide Services to such other customer(s), upon completion of those Services for the other customer (and its affiliates, if applicable and requested by customer), the Commitment will apply to those resources when released by the other customer.

6. Upon Owner's request for crews under this Agreement, the Contractor will deploy the crews/equipment requested in accordance with Owner's schedule and provide the necessary paperwork to DHS (if applicable) with border crossing(s) approvals if applicable, as follows:

   i. The deployment phase shall include (# 80) of crews deployed to Owner's designated staging location within 24 hours of Owner's request for deployment.
   ii. Any remaining balance of crews will arrive in Owner's designated staging location within service territory within 48 hours of Owner's request.

7. Within two (2) hours after Owner's request for Contractor Crews and Equipment and information, Contractor will provide Owner with the requested information and coordinate with Owner for the deployment schedule for the Owner requested Contractor Crews and Equipment for Emergency Response Work. In addition to the Crews and Equipment subject to the Commitment, Contractor will also advise Owner any of any other available and qualified Contractor crews/equipment and if requested by Owner, provide such Contractor Crews and Equipment to Owner for Emergency Response Work.

8. If, prior to Owner's award of such Emergency Response Work to Contractor, the availability of Contractor Crews or Equipment changes, Contractor shall immediately notify Owner.

9. Contractor shall immediately confirm to Owner the amount of Contractor Crews and Equipment committed to such Emergency Response Work and provide the following information regarding the Contractor Crews and Equipment being mobilized:

REDACTED

i. The number of persons available and the name, qualifications, job classification, local union affiliation and gender of each such person;
ii. The type and quantity of Equipment to be provided by Contractor;
iii. Crew information (number of crews, persons per crew, and type of Equipment assigned to each crew) Eversource – External Crew Roster (Appendix A) must be completed;
iv. The name and contact information for the on-site supervisor;
v. The name and contact information for the foreman of each work crew;
vi. The response time for mobilization of the Contractor Crews and Equipment to the Site or Owner-designated onboarding location; and
vii. Expeditiously mobilize the committed Contractor Crews and Equipment to the Site **or onboarding location designated by Owner** in accordance with the mobilization schedule specified by Owner. Contractor must notify Owner immediately if there will be any delay in deploying the requested Contractor Crews and Equipment, and in such event notify Owner in writing as to when such resources will be available and can be on Site for such Emergency Response Work;
viii. Provide at least one (1) supervisor for Contractor Crews, in addition to a foreman for each work crew; and unless defined differently in the Contract, crew will be regarded, for overhead distribution and primary, as one (1) bucket truck and two (2) qualified employees.
ix. Provide at least one English speaking crew member per crew who can translate for non-English speaking crew members.

10. In addition to complying with all other applicable provisions of the Contract, Contractor Crews performing Emergency Response Work shall:

    i. Be qualified and fit for duty (including no use of alcohol or illegal drugs, and no use of legal drugs that could adversely impact job performance).

    ii. Comply with all of Owner's Emergency Response Work Protocols; and

    iii. Not include Subcontractors or other third parties who are not employees of Contractor.

11. The Commitment means the Contractor agrees to provide the number of resources requested by Owner within the Commitment as prescribed in this Agreement to Owner for Emergency Restoration services for the length of the Emergency Restoration Event. Crews offered at Inquiry will remain available to Owner until released by Owner at the Contractor's request. In every instance Owner will determine the length of the Emergency Restoration Event.

12. The Owner retains ownership and salvage rights to all material. Return wire is to be cut up and placed in designated storage containers. Material deemed by the Owner representative as unsalvageable is to be disposed of by Contractor, at the Owner designated container.

13. Energized Conductors-The conductors involved in this contract may be energized at voltages up to 34.5kV, or higher if the Work issued involves transmission lines.

14. Terms of Engagement: All resources will remain on property until they are formally released by Owner's Management.

15. Inventory and Obtaining materials -The Contractor will sign for all material received. There will be a closing inventory when the job is completed. At no time will Contractor take any materials not authorized by the Owner representative. Contractor will be escorted to the stock area by a Owner representative.

REDACTED

VI. MEALS AND LODGING

Unless otherwise agreed in advance and in writing by Owner and Contractor, Owner will provide meals, lodging and all necessary supplies and materials for the performance of Emergency Response Work (but not tools or safety equipment or clothing) for Contractor Crews performing Emergency Response Work while they are at the Site or Owner-designated onboarding site. If it is more efficient for Contractor Crews to obtain meals that are not Owner-provided, Owner shall, if Owner or the Owner's Representative has preapproved such alternative arrangement in writing, reimburse Contractor with no markup for the reasonable cost of such meals, provided that Contractor submits itemized and signed receipts covering such expenses. No additional mark ups are allowed.

If Owner assigns lodging for Contractor's crews and any of the Contractor crews decline to stay at their assigned lodging, then any alternative lodging procured by the Contractor for such crews will be at Contractor's own expense and will not be reimbursed. Any travel time for Contractor crews to get to such alternative lodging provided by Contractor shall not be billed to Owner and will not be reimbursed.

If Owner does not provide meals and lodging, Contractor shall be compensated for meals and lodging in accordance with the applicable per diem rates set forth in the Pricing Schedule during the periods that Contractor is compensated for Contractor Crews and Equipment at the applicable Travel Time Rates set forth in the attached Pricing Schedule.

VII. EQUIPMENT AND VEHICLES

Unless otherwise agreed to in advance and in writing by Owner and Contractor, all Contractor Crews will arrive at the Site or Owner-designated onboarding site fully equipped with all tools and equipment necessary and appropriate to properly, safely and diligently perform Emergency Response Work, including all Personal Protective Equipment (PPE) and all items that are required by OSHA, federal, state or Owner safety and health regulations, including enclosed space and/or confined space entry equipment, traffic control devices, and public safety protection.

Contractor Crews mobilized for Emergency Response Work shall use any and all field technology provided by Owner in connection with such work, including GPS and wireless communications equipment. Any tools or equipment provided by Owner to Contractor Crews, including any field technology (e.g. GPS, wireless communications equipment), shall be returned to Owner upon the completion of the Emergency Response Work or otherwise as directed by Owner. Contractor will be charged for any tools or equipment not returned to Owner and/or not in good working condition.

All vehicular Equipment provided by Contractor and used by Contractor Crews shall be fully equipped and comply with all applicable state and federal laws and regulations as well as applicable safety standards, including, to the extent applicable, ANSI 92.2 2009, requiring testing of vehicles with insulated vehicle-mounted elevating and rotating aerial devices. Commercial vehicles used for Emergency Response Work must be maintained in compliance with the Federal Motor Carrier Safety Regulations (FMCSR).

Contractor Crews driving commercial vehicles must be duly trained, licensed and qualified in compliance with all applicable laws and regulations, including FMCSR.

VIII. SCHEDULE

Contractor recognizes the critical nature of Emergency Response Work and the importance to Owner of Contractor's prompt response and diligent and timely completion of all Emergency Response Work, and accordingly, time is of the essence for Contractor's response to Owner's request for information, Contractor Crews and Equipment mobilization, Contractor performance of Emergency Response Work and meeting all of Contractor's obligations under the applicable provisions of the Contract. Emergency Response Work shall begin as specified in each Emergency

REDACTED

Response Work Release, and shall end, when the Owner has released the Contractor from restoration work by the Owner's Representative. Contractor will return all material to the appropriate service center and provide completed signed time sheets.

Emergency Response Work shall be subject to any government agency mandated rest time.

IX. INVOICING AND PRICING TERMS

Contractor shall record its labor time and Equipment usage time on a daily basis using only the required timesheet form- the ERP Owner Contractor Storm Daily Time Sheet and Work Log (UNK-5008) and provide daily timesheets to the Owner's Representative for signature. Contractor shall invoice Owner upon completion of Emergency Response Work, unless such Emergency Response Work assignment extends beyond two (2) weeks, in which case Contractor may invoice Owner every two (2) weeks. Each invoice for Emergency Response Work submitted by Contractor shall be accompanied by the completed and Owner signed required time sheets and receipts for authorized expense reimbursement items for the applicable period that have been approved in writing by the Owner's Representative. Contractor shall comply with any and all reasonable requests made by Owner to expedite the invoicing process for Emergency Response Work, including the electronic submission of the completed ERP Owner Contractor Storm Daily Time Sheet and Work Log (UNK-5008) timesheets and expense receipts. Notwithstanding any conflicting provisions of Section 3.1 of the GTCs, Owner shall process and pay each correct invoice for Emergency Response Work or provide written objections to all or any portion of each disputed invoice for Emergency Response Work within sixty (60) days after receipt by Owner. Likewise, with respect to Emergency Response Work, if Owner disputes a portion of an invoice submitted by Contractor, at Owner's request Contractor shall submit a revised invoice with current date for the undisputed amount and Owner shall pay such undisputed portion within sixty (60) days after receipt thereof.

For work performed with non-union labor, the Contractor agrees that such Work will be billed at non-union labor rates. If any work involves classifications not specifically set forth in the Pricing Schedule or requires any adjustments, such rates shall be submitted to Owner for approval prior to the start of work. The Contractor shall provide revised labor billing rate schedule for all labor classifications.

All Emergency Response Work shall be invoiced at the rates set forth in the Pricing Schedule. Contractor must use ERP Owner Contractor Storm Daily Time Sheet and Work Log (UNK-5008) to track time and submit completed forms in order to receive payment.

X. OWNER'S EMERGENCY RESPONSE WORK PROTOCOLS

Contractor and all Contractor Crews shall comply with all Emergency Response Work Protocols in effect at the time Contractor Crews perform Emergency Response Work, which may be found at. www.eversource.com Eversource safety documentation will be provided during the on-boarding process.

XI. EXECUTION

This Cover Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Facsimile and portable document format (PDF) copies of signatures shall constitute original signatures.

[

REDACTED

DocuSign Envelope ID: 5C0CAB01-AC17-4589-BE16-DA6A9D8B1FF5

SIGNATURE PAGE TO THE COVER AGREEMENT between EVERSOURCE ENERGY SERVICE COMPANY and Support Operations Services, LLC for EMERGENCY RESPONSE ELECTRIC UTILITY SERVICES and RESOURCE COMMITMENT

IN WITNESS WHEREOF, the Parties hereby agree the terms and conditions described in the Cover Agreement are executed as of the Effective Date.

The Parties agree that the counterpart, facsimile or electronically reproduced signatures of the Parties are intended to authenticate this writing, and to have the same force and effect as manual signatures.

Support Operations Services, LLC (CONTRACTOR)	Eversource Energy Service Company (OWNER)
NAME DocuSigned by: Toby Mickalson 88D7CB8CB53A4CF...	NAME [redacted]
PRINTED NAME Toby Mickalson	PRINTED NAME [redacted]
TITLE Vice President of Operations	TITLE DIRECTOR, PROCUREMENT
DATE August 10, 2022	DATE 9/15/22

REDACTED

EXHIBIT A
PRICING SCHEDULE

Unless otherwise agreed to in writing by Owner, all Emergency Response Work shall be performed on a time and equipment price basis (such rates, the "Emergency Response Work Rates").

1 For purposes of this Pricing Schedule, the following capitalized terms shall have the following definitions:

"District of Service Center "refers to a Owner location where Owner and Contractors staff work to support maintenance and restoration activities.

"Receiving Center" refers to the initial reporting location for registration and safety briefings.

"Staging Areas" temporary designated locations established throughout Owner service territory which may be used to issue materials, meals, equipment parking/storage, wet fueling, lodging, safety briefings and work assignments as needed.

"Emergency Response Rates for Equipment" are the agreed rates payable for Equipment from the commencement of applicable Emergency Response Work through the termination of such Emergency Response Work, excluding when the Contractor Crews are on rest time prior to the termination of such Emergency Response Work. Equipment Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for the term of this Agreement. If Owner provides any fuel to Contractor, Contractor shall reimburse Owner for such fuel costs and at Owner's option, Owner may either invoice Contractor for such fuel costs or the cost of such fuel may be deducted from Contractor's invoice amount for Emergency Response Work.

"Standby Rates apply to labor resources only"

"Emergency Response Working Rates for Labor" are the agreed labor rates payable from the commencement of applicable Emergency Response Work through the termination of such Emergency Response Work, excluding rest time during that Emergency Response Work. Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.

"Standby Retainer Fee" is the amount paid to Contractor each calendar day they are asked and agree to go on to Standby. Once the Contractor agrees to go on to Standby, the entire Standby Retainer Fee, originally agreed to, will be paid regardless of whether or not Contractor Crews are requested to mobilize that day. The Standby Retainer Fee is equal to 8 hours straight time for every 24 hour period on standby at the Emergency Response Rates for Labor for each Contractor Labor Resource who is listed on the Standby Roster for that Standby Request. Owner will not pay the Standby Retainer Fee for any Labor Resource listed on the Standby Roster of an event who is not provided by the Contractor for that event. Owner also will not pay the Standby Retainer Fee for any Labor Resource listed on the Standby Roster of an event who is not requested by the Owner. The Standby Roster must be provided to the Owner prior to the start of the Standby Request. The Standby Retainer Fee will not include the cost associated with any Contractor Equipment. Once the contractor is activated to mobilize the mobilization rates will apply and the Standby retainer Fee will not be in effect.

"Travel Time Rates for Equipment" are the rates payable for all Equipment for the period when Contractor Crews associated with such Equipment are being compensated at the Travel Time Rates for Labor, and includes all transit costs associated with the delivery of such Equipment for the performance of Emergency Response Work, and return to the location from which the Equipment was deployed.

REDACTED

"Travel/Standby Response Rate" are the rates applicable for travel time expended by Contractor Crews located outside of Owner's service territory in which Emergency Response Work is to be performed, calculated based upon the following:

Reasonable time necessary to travel the distance from the Contractor Crews deployment location to the Site or onboarding site designated by Owner, as applicable; and

Reasonable time necessary to travel the distance from the Emergency Response Work completion location to the deployment origin of Contractor Crews.

2 Subject to the provisions of Section 4 (Rate Changes) of this Pricing Schedule, Contractor shall be compensated for Emergency Response Work performed in compliance with the Contract in accordance with the Contractor Billing Rates attached hereto as Schedule A.

3 Reimbursable Expenses: Unless otherwise agreed to in writing by Owner, all of Contractor's reimbursable expenses that are accounted for during mobilization and demobilization are at Travel per diem rates and Equipment rates as set forth per schedule A. Tolls with appropriate back up receipts will be paid as a pass thru. Contractors are not allowed to add markup for any expenses. In no event shall Owner reimburse Contractor for any expenses relating to tobacco products, alcohol, laundry, personal hygiene products or other non-Emergency Response Work-related personal expenses.

4 Rate Changes: The Contractor Billing Rates set forth in Schedule A shall be in effect for a minimum period of one year and shall not be subject to change until after the end date of the effective billing rates, as set forth in the applicable Pricing Schedule A attached hereto and as the same may be amended from time to time by mutual written agreement of the parties ("Effective Rate End Date"). If and when Contractor proposes to modify its then-applicable billing rates for the period subsequent to the Effective Rate End Date, Contractor shall provide Owner with proposed updated rates to be used for the period set forth in such proposal (which may not be for duration of less than one year). Such proposed revised billing rates shall be added to and incorporated into the Contract only upon written approval by Owner. Any dispute regarding proposed rate adjustments will be resolved in accordance with the dispute resolution process set forth in the GTCs. In the event that Contractor does not make adjustments to its rates applicable to Emergency Response Work after the applicable Effective Rate End Date, then the last Emergency Response Work Rates on file with Owner shall be used by Owner to compensate Contractor for Emergency Response Work performed after such Effective Rate End Date. No changes to the billing rates for Emergency Response Work shall be effective unless and until approved by Owner in writing.

5 Travel/Mobilization:
Travel/Mobilization shall be defined as the time Contractor crews leave the Contractor's point of origin (staging area) and arrive at the Owner's designated location, including processing at Owner receiving center if required.

Mobilization
When crews Travel to a restoration event and are requested to stand-by at the contractor's base or hotel, travel hours are paid the Travel /Standby Time Rate as outlined for the job classification in Schedule A.

Mobilization to an activated restoration event with the execution of immediate work being conducted will be paid at the Emergency Response Working Rate in Schedule A. Equipment rate applies.

REDACTED

Travel/Mobilization includes time for refueling, bathroom and food breaks and tolls. The Contractor shall submit estimated time of arrival at Owner using the Owner – External Crew Roster (Appendix A). Billing hours shall not exceed 10% of the original estimated time submitted to the Owner without an updated Owner – External Crew Roster. Any adjustments to original estimates shall require phone and written approval by the authorized agent of the Owner, and a revised Owner – External Crew Roster will be required. Estimates will be approved by Owner.

Time is of the essence; however Contractor is responsible for crew safety. Contractor shall notify Owner if they are unable to meet the estimated arrival time, for what reason, and if a new arrival time can be accepted.

Demobilization:
An official release will be issued by the Owner, exclusively. Demobilization includes notification of release by authorized Owner agent, debriefing by Owner field representative, unloading of materials and return to Contractor point of origin or release to other utility if requested. Prior to the authorized Owner representative formally releasing the Contractor, the Contractor will provide an estimate of Demobilization to the Owner Resource Management Representative.

Travel Rates will apply after demobilization.

REDACTED

SECONDARY SERVICES

SCHEDULE A =- Contractor Billing Rates - Labor					
EFFECTIVE DATE RANGE – Start: 05/25/2022 End:08/29/2023					
Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.	**Travel/Standby Response Rate**	**ERW Straight Time Rate**	**ERW Rate for Holidays & Sundays**	**Travel per diem Lodging**	**Travel per diem Meals**
Lead Lineman	[redacted]				
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					

REDACTED

PRIMARY SERVICES

SCHEDULE A =- Contractor Billing Rates - Labor *Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.*					
EFFECTIVE DATE RANGE					
START: 05/25/2022		END:08/29/2023			
Title	**ERW Straight Time Rate**	**Travel/Standby Response Rate**	**ERW Rate for Holidays & Sundays**	**Travel per diem Lodging**	**Travel per diem Meals**
General Foreman	[redacted]				
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					

REDACTED

TRANSMISSION LINE RATES

SCHEDULE A =- Contractor Billing Rates - Labor					
Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.					
EFFECTIVE DATE RANGE					
START: 05/25/2022		**END:08/29/2023**			
Title	**ERW Straight Time Rate**	**Travel/Standby Response Rate**	**ERW Rate for Holidays & Sundays**	**Travel per diem Lodging**	**Travel per diem Meals**
General Foreman	[redacted]				
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					

REDACTED

EQUIPMENT RATES

SCHEDULE A - Contractor Billing Rates - Equipment

Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for Equipment deployed upon Owner's request for the term of this Agreement.

EFFECTIVE DATE RANGE

START: 05/25/2022 END:08/29/2023

Equipment	Rate	Travel Time Rate
1/2 ton pick-up truck 2 x 4	[redacted]	
1/2 ton pick-up truck 4 x 4		
10 Ton Trailer		
3/4 Ton Pick-up Truck - 4 wheel drive		
9 Ton 3x1 Trailer		
Air Compressor		
Air Compressor with Tools		
ATV with pull behind trailer		
Boom Truck		
Bucket - Squirt Boom		
Bucket Truck - 55 ML		
Bucket Truck - 55MH		
Bucket Truck - 65 ft		
Bulldozer - Small		
Compressor 850 CFM		
Digger (Corner Mounted)		
Digger Derrick		
Dump Truck		
Flatbed Truck		
Lift Gate Material Truck		
Material Trailer		
Pole Trailer		
Rack Truck - Large		
Rock Drill with truck		
Single Arbor Trailer		
Utility Truck - 1 Ton		
Wire Puller Tensioner (10K)		
Wire Trailer		
Lowboy Trailer		
Command Center		
Semi-Tractor		
Support Trailer		
Backyard Machine		

REDACTED

22-041 Eversource Right of Refusal and Emergency Clarifications and Exceptions

CLARIFICATIONS

- Flights reimbursable for domicile fleet as pass thru.
- Lodging reimbursable as pass thru.
- One (1) Safety for every 50 FTE.
- One (1) administrative for every 50 FTE.
- Rates increase annually equal to the local union increase % of package.

REDACTED

EVERSOURCE ENERGY
GENERAL TERMS and CONDITIONS
UTILITY SERVICES

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REDACTED

1. DEFINITIONS:

All capitalized terms used herein, or elsewhere in the Agreement, shall have the meanings ascribed to them in this Article 1, unless such terms are otherwise defined in the Agreement. The terms "include(s)", "included" and "including" are used without limitation.

1.1 ACCEPTANCE**:** The Owner's determination that the Contractor has completed the Work in compliance with the Agreement requirements and satisfied the requirements as applicable, in Article 11 "REQUIREMENTS FOR ACCEPTANCE"

1.2 AFFILIATE: Any company or other business entity that (i) controls, (ii) is controlled by or (iii) is under common control with a Party or its parent. A company or other business entity shall be deemed to control a company if it has the power to direct or cause the direction of the management or policies of such company or other business entity, whether through the ownership of voting securities, by contract, or otherwise.

1.3 AGREEMENT: The collective term used to describe all documents comprising each agreement between the parties for the Work, including the Order, General Terms and Conditions, the Exhibits and Attachments to the General Terms and Conditions, Special Terms and Conditions (if applicable). Specifications, any items specifically incorporated by reference and/or issued (including any document issued with respect to any change order, modification or amendment) or provided by Owner to Contractor in connection herewith, and any amendments to the foregoing agreed to in writing by the parties. If the Order that references this Agreement inadvertently also references standard terms, PO General Terms and Conditions Rev. 1 (04.02.15) ("PO GTCs"), such PO GTCs shall not apply or bind either party and shall be superseded by the terms of this Agreement.

1.4 BUSINESS DAYS**:** Any day other than Saturday, Sunday and days observed as legal holidays by the federal or state government applicable to the Owner's Site(s) of Agreement performance.

1.5 CONFIDENTIAL INFORMATION: Confidential and/or proprietary information of a party to this Agreement. Owner's Confidential information includes written, oral, or electronic information and Information containing personal financial information, employee or customer information, personally identifiable information, protected health information, proprietary information or any other information that Owner designates as confidential and desires to protect against unrestricted disclosure or competitive use, including business plans, marketing strategies, bidding activities, commercial, technical and performance information, contracts, financial Information, research documentation, information about investors or any company or individual with whom Owner does business, information considered by Owner to be a trade secret and/or of a commercially valuable and sensitive nature or information that may otherwise be deemed confidential by law or regulatory agency, including Information described in Section 34.9 "CONFIDENTIAL INFORMATION". The parties intend that the designation of Contractor's Information as Confidential Information shall be limited to non-public financial information and non-public information that has unique commercial value and was developed independently from the Work.

1.6 CONTRACTOR**:** The entity issued an Order by Owner.

1.7 CONTRACTOR'S REPRESENTATIVE**:** The individual identified by Contractor with authority to act on behalf of Contractor in performance of the Agreement.

1.8 CONTRACTOR RESOURCES: Contractor's and any Subcontractor's employees, contract employees, consultants, agents, and all other persons or entities employed by or under the control of Contractor or any Subcontractor.

1.9 DIRECT ACTUAL COSTS: Reasonable direct expenses actually incurred, supported with adequate documentation, to perform a task.

REDACTED

1.10 ENVIRONMENTAL LAWS: Shall mean all applicable laws and any administrative or judicial interpretations thereof relating to: (a) the regulation, protection or use of the environment; (b) the conservation, management, development, control and/or use of natural resources and wildlife; (c) the management, manufacture, possession, use, generation, transportation, treatment, storage, disposal, release, threatened release, abatement, removal, remediation, or handling of, or exposure to, any Hazardous Materials; or (d) noise.

1.11 EQUIPMENT: A specific component, part, system, or material provided by Contractor as a very minor aspect of the Work under the Agreement. As used in the Agreement and as the context requires, the term "equipment" includes the Equipment.

1.12 EVERSOURCE: Eversource Energy Service Company, a Connecticut corporation, for itself or as agent for its Affiliates, dba Eversource Energy

1.13 FINAL ACCEPTANCE: Owner's written acknowledgement, determined in its sole discretion, that Contractor has completed all or a specified portion, if required or contemplated by the Agreement, of the Work in accordance with the requirements of the Agreement.

1.14 FINAL PAYMENT: That payment to be made to Contractor by Owner after Final Acceptance.

1.15 HAZARDOUS MATERIALS: The collective term used to describe (a) any petrochemical or petroleum products, oil, waste oil, asbestos in any form that is or could become friable, urea formaldehyde foam insulations, lead-based oil paint and polychlorinated biphenyls; (b) any products, mixtures, compounds, materials or wastes, air emissions, toxic substances, wastewater discharges and any chemical, material or substance that may give rise to liability pursuant to, or is listed or regulated under, or the human exposure to which or the release of which is controlled or limited by applicable Environmental Laws; and (c) any materials or substances defined in Environmental Laws as "hazardous", "toxic", "pollutant', or "contaminant", or words of similar meaning or regulatory effect.

1.16 INFORMATION: All intellectual property, computer software and documentation, studies, data, reports, documents, designs, plans, drawings, calculations, test results, specifications, electronic communications and data, or other information, in whatever form or media. This includes any patents, trademarks, servicemarks, copyrights, or trade secrets or any devices, designs, methods, or written works developed or capable of being developed during the course of this agreement.

1.17 ORDER: The document issued by Owner for specific Work, which shall be a Purchase Order for any procurements by such Owner. Any PO GTCs that may be referenced in the Order shall be excluded from the Agreement to which these General Terms and Conditions are referenced or attached and are hereby deleted. Any additional or conflicting terms and conditions in Contractor's confirmation thereof, or Contractor's documentation, including invoices, are hereby expressly rejected and excluded from the Agreement, are inapplicable to the Agreement, shall not be considered part of the Order(s), and shall be of no force and effect.

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1.18 OWNER: “Owner” shall mean Eversource or its affiliated company or companies listed in the "Furnish and Ship To" block on the face of the first page of the Purchase Order under which the Agreement is issued, or the Eversource Affiliate for which the Work has been ordered. Each Owner shall be solely responsible to Contractor for Work awarded on behalf of such Owner. No Eversource Affiliate that is not the Owner as to any particular Work awarded shall be jointly and severally liable for Owner obligations hereunder with respect to such Work.

1.19 OWNER’S REPRESENTATIVE: The individual(s) identified in Owner’s Order with authority to act on behalf of Owner concerning the Agreement, or otherwise identified by the Owner in writing in the Agreement.

1.20 SCRAP: Used, obsolete, surplus, scrap or excess material or equipment resulting or arising from Work at a Site which material or equipment has been identified by Owner and/or Contractor as having potential commercial value.

1.21 SERVICES: A specific service furnished by or on behalf of Contractor under the Agreement and as part of the Work which may be directly performed on, or pertain to, Owner’s utility equipment. Such Services may include the following services: design, engineering, technical, consulting, construction; preparation and/or compilation of Information; procurement grounds keeping, property maintenance, repair, inspection, supervision; supply, transportation, installation, startup, testing of materials and equipment; the supply of labor; and any other services to be performed as specified in the Agreement.

1.22 SITE: The location at which the Work is to be performed. The Site can include Owner’s property, Owner rights of way, or other property not owned by Owner where Work is to be performed.

1.23 SPECIAL TERMS AND CONDITIONS: The Special Terms and Conditions, if any, attached hereto and made a part of the Agreement.

1.24 SPECIFICATIONS: The Work requirements, specifications or technical specifications, which may include instructions, scope or statement of work, written requirements for materials, equipment, construction, systems, standards, Information and workmanship for the Work and performance of Services, as provided, supplemented or revised from time to time by Owner.

1.25 SUBCONTRACTOR**:** Any subcontractor, licensor or supplier, at any tier, who furnishes materials, supplies, equipment, facilities and/or Services to Contractor to meet Contractor's obligations to perform Work under the Agreement.

1.26 WORK: The terms used to describe collectively, all equipment, materials, Information and Services, as referenced in the Agreement documents, and all related duties, obligations and responsibilities undertaken or required to be undertaken by Contractor under the Agreement.

2. CONTRACTOR'S BILLING RATES.

Whenever Contractor performs Work on a time and materials basis (including Work performed as a change or addition to the scope of Work described in the Agreement) Contractor shall be compensated at the billing rates set forth in the Order. Any adjustments to billing rates that are in compliance with Agreement terms must be provided to Owner for review in the form of a new rate schedule in advance of any invoicing based on such new rates. Owner may reject any invoices using billing rates that are inconsistent with Owner’s current rate schedule on file.

REDACTED

3. TERMS OF PAYMENT.

3.1 Owner shall pay all undisputed charges indicated in properly itemized and supported invoices for Work performed by Contractor and Accepted by Owner in accordance with the terms of the Agreement, within thirty (30) days after receipt of invoice by Owner. If Owner disputes a portion of an invoice, at Owner's request Contractor shall submit a revised invoice for the undisputed amount and Owner shall pay such undisputed portion within thirty (30) days after receipt thereof. Upon Owner's request, Contractor shall provide documentation regarding un-vouchered liabilities including, a) the estimated dollar amount of all Work performed but not invoiced for that month or previous months, and b) any invoice submitted but not yet paid. Documentation must include Owner's Order number and, if applicable, release number.

3.2 Contractor must invoice for Work in a timely fashion and within the period specified by Owner. Subject to Owner's invoicing instructions, Contractor shall issue its final invoice Owner within one hundred eighty (180) days of the completion of the Work being invoiced

3.3 Each invoice shall (a) be certified in writing as correct by Contractor's Representative; (b) be itemized (with reasonable detail) to fully describe each element of cost charged to Owner and any negotiated early payment discounts and (c) if applicable, contain a certification acceptable to Owner to the effect that all Subcontractors have been paid in full for completed Work as reflected in the immediately preceding invoice. For time and material Work, Contractor shall bill in accordance with Owner's billing instructions.

3.4 Owner may withhold payment of all or part of any invoice to such extent as may be necessary to protect itself from loss caused by: (a) defective Work not remedied; (b) claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor and/or Owner in connection with the Work; (c) failure of Contractor to make payments properly to Subcontractors for material, equipment or labor; (d) reasonable indication that the unpaid balance is insufficient to cover the cost to complete the Work; (e) reasonable indication that the Work will not be completed within the Agreement schedule; (f) unsatisfactory performance of the Work by Contractor; (g) failure of Contractor to perform any of its obligations under theagreement; or (h) failure of Contractor to pay any amounts due Owner. Owner shall notify Contractor of the grounds for any withholding, and when the above grounds are removed, or Contractor provides performance assurance satisfactory to Owner that will protect Owner for the amount withheld, payment will be made of the amounts withheld. When deemed reasonable by Owner, Owner may use such funds to rectify the situation causing the withholding of funds.

3.5 To the extent permitted by law, Owner shall have the right to set-off against any sums due Contractor under the Agreement any claims Owner may have against Contractor under the Agreement or under any other Agreement between Owner and Contractor, or that Owner may otherwise have against Contractor without prejudice to the rights of the parties with respect to such claims. In the case of Work incorrectly performed or incomplete, an equitable deduction from the Agreement price may be made.

3.6 Except for Work performed at a fixed price, Contractor shall make available to Owner during the Work and for a period of three (3) years following Final Acceptance of all Work, all source documents necessary to verify the elements of all billable charges, including: each worker's name, charge classification, and hours worked; computer usage summaries; and original documentation of all reimbursable expenses (e.g. receipts for travel, business expense and employee expense). Upon five (5) business days prior notice by Owner, this information shall be available for audit by Owner during normal business hours, at Contractor's principal office or at any other location agreed to by the parties.

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3.7 **THIS SECTION IS APPLICABLE ONLY TO WORK INCLUDING CONSTRUCTION RENOVATION OR REHABILITATION OF REAL PROPERTY IN CONNECTICUT**: In addition to the requirements set forth in Section 3.3, each invoice that includes Agreement changes shall include a statement showing the status of all pending change orders and approved changes to the original Agreement (such statement shall identify the pending change orders and shall include the date such change orders were initiated, the costs associated with their performance and a description of any Work completed). For time and material Work, Contractor shall bill in accordance with Owner's billing instructions. Contractor shall pay any amounts due any Subcontractor for such Work furnished, in compliance with applicable laws including C.G.S. Section 42- 158j.

3.8 RESERVED.

4. TAXES.

4.1 Taxes on Owner's Purchases from Contractor. Contractor's price(s) and any Billing Rates that apply under the Agreement include all tariffs, imports or similar duties but exclude any and all present and future Federal, state, county, municipal or other jurisdiction's sales, use, excise or other taxes that may apply to the Work and Owner's purchase of the Work and any applicable present and future Federal, state, county, municipal or other jurisdiction's sales, use, excise or other taxes shall be included in invoices and separately identified and itemized. The owner shall provide any applicable tax exemption certificates to the Contractor upon the Contractor's request.

4.2 Taxes on Contractor's Purchases. If Owner informs Contractor that Owner has a tax exemption certificate or a direct pay permit that applies to a specified portion of the Work, Contractor shall notify its Subcontractors and suppliers that their Services performed for, or materials supplied for Contractor's use as part of the specified "tax exempt portion" or "direct pay portion" of the Work are either exempt from sales and use taxes or Owner pays such taxes directly. Consequently, these Subcontractors and suppliers should not collect such taxes from Contractor and Contractor's prices and Billing Rates to Owner should reflect such tax exemption or Owner's direct payment on Contractor's purchases from Subcontractors and suppliers for the tax exempt or direct pay portion of the Work. Subcontractors and suppliers providing Services or materials and/or equipment for any portions of the Work that are neither tax exempt nor direct pay shall apply any normally applicable sales or use taxes to such "normal tax" portions of the Work and Contractor's prices and Billing Rates will be deemed to include any and all applicable taxes on such normal tax portions of the Work. If Owner does not inform Contractor that it has a tax exemption certificate or a direct pay permit that applies to a portion of the Work, Contractor should presume that its purchases from Subcontractors and suppliers associated with the Work are subject to any applicable sales and/or use taxes on such purchases and Contractor will be deemed to have included any and all applicable taxes on its purchases from Subcontractors and suppliers in the prices and Billing Rates stated in the Agreement provided that any Billing Rates using markup percentages will not apply to taxes paid for such purchases.

4.3 Income, Property and Payroll Taxes. Notwithstanding any provision of the Agreement, Owner shall not be required to pay or reimburse Contractor for any taxes levied against Contractor's income, property or payroll.

4.4 Non-Resident Tax Bonds. If required by applicable law, Contractor and all Subcontractors shall provide to Owner a certificate of compliance with the non-resident contractor bonding provisions applicable to the Work. Contractor shall furnish such certificate to Owner in the case of (i) Contractor, no later than the earlier to occur of thirty (30) days after the effective date of the Agreement, or the date of commencement of the Work, and (ii) each Subcontractor, within the earlier to occur of thirty (30) days after Contractor's retention thereof, or the date of commencement of the Work under such subcontract. Absent such certificates, Owner shall be entitled to withhold amounts otherwise due to Contractor hereunder in accordance with applicable law.

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5. CHANGES AND ADDITIONS.

5.1 Either party may request changes or additions to the Work by submitting a written request to the other. Changes requested by Contractor shall not, however, be implemented until approved in writing by Owner. All changes shall be made in accordance with approved Owner procedures included in the Agreement documents or otherwise provided to Contractor.

5.2 Owner shall have the right to require Contractor to delete from, change or add to the Work, in each case to the extent that any such deletions, changes, additions or other alterations are of the character described in the scope of Work, and to the extent such deletions, changes or additions are within the general expertise of Contractor Resources performing the Work. If such deletions, changes or additions are scheduled to be completed by or within six (6) months following the then-scheduled completion date for the Work as specified in the Agreement, such Work shall be performed at Contractor's time and material rates in effect for the Agreement, unless the parties agree in writing to another method of compensation.

5.3 If a deletion, change or addition will increase or decrease the cost or time required to complete the Work, the party requesting the change or addition will set forth in its request the appropriate adjustment to compensation or completion deadlines. Written acceptance by the party receiving the request for change or addition shall be a binding resolution between parties of the issues set forth in the request.

5.4 At no time shall the Work be delayed by Contractor due to a dispute between the parties concerning the cost or time required to accomplish a deletion, change or addition requested by either party.

5.5 Contractor shall not commence or undertake any portion of any Work for which it contends that any extra compensation or schedule adjustment is or will be owed or due or payable, without prior written authorization from Owner, and such authorization shall be required for payment of any extra compensation to, or adjustment of any schedule requirement for the benefit of, Contractor. In all instances, Contractor shall orally notify the Owner's Representative of any circumstances that could result in a change in the scope of the Work (or a claim therefor) as soon as possible after the occurrence of the event or incident, and in writing within twenty-four (24) hours after such occurrence. Thereafter, Contractor shall submit to Owner appropriate detailed supporting documentation, justifying the basis for the claim, within ten (10) Business Days after the date of the event or incident giving rise to such claim. Without relieving Contractor of its obligations hereunder, any claims by Contractor for increased compensation or extension of completion deadlines shall be irrevocably waived and released unless Contractor provides such immediate oral notice and twenty-four (24) hour written notice and thereafter submits such detailed supporting documentation for the claim to Owner within such ten (10) Business Day period.

5.6 RESERVED.

6. INFORMATION.

6.1 If Contractor is required to provide Information, complete and accurate Information shall be submitted in sufficient time for review and approval by Owner prior to starting Work affected by such documents. All equipment and material shall conform to the details shown on Information approved by Owner.

6.2 Once Information has been approved by Owner, Contractor shall not make any changes in Information without the prior written approval of Owner.

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6.3 It is the obligation of the Contractor to review and evaluate the Specifications, and to promptly provide written notice to the Owner of any errors, omissions or discrepancies that the Contractor discovers. Contractor shall immediately notify Owner and request additional instruction in writing whenever Owner-provided Information is found to be unclear, incorrect or conflicting. Contractor shall not undertake any Work based upon such Information until such discrepancy has been resolved by Owner. The Contractor shall not proceed with uncertainly, and any cost incurred that could reasonably have been avoided through timely correction of the Specifications shall be the responsibility of the Contractor.

6.4 Preliminary, certified for manufacture, or certified for construction and as-built drawings shall be submitted to Owner for approval in the form requested by Owner. Any drawing shall be produced in accordance with any Specifications and acceptable industry practices and shall be legible such that Owner is able to clearly distinguish all characters and lines.

6.5 For Work that includes Information that is not prepared exclusively and solely for Owner, Contractor shall retain title to any such Information (excluding any portion thereof that contains Owner's Confidential Information) that is subject to Contractor's patents, copyrights, trademarks, service marks, intellectual property rights or proprietary interests provided that Owner shall have unrestricted and non-exclusive rights and license to use such Information. For Work that includes Information that is prepared exclusively and solely for Owner, all such Information is the proprietary Information of Owner and shall be subject to the requirements applicable to Owner's Confidential Information as set forth in Article 34 "CONFIDENTIAL INFORMATION" herein, whether or not each such document is so identified.

6.6 Contractor shall be responsible for the completeness and accuracy of the Information it provides and shall correct, at its expense, all errors or omissions therein. Without limitation of any and all other rights and remedies available to Owner, the reasonable cost necessary to correct matters attributable to such errors shall be chargeable to Contractor.

6.7 Contractor shall provide Owner with all Information necessary for Owner's use and understanding of the Work and the installation, operation, maintenance and repair thereof, and to allow Owner to satisfy any legal process, or any filing or disclosure requirement required under law or regulation or requirement of a governmental body. Except for Information deemed to be proprietary to Contractor under the terms of the Agreement, and except as set forth in this Article 6, all Information supplied or delivered to Owner pursuant to the Agreement shall be the property of Owner. Contractor may retain for its records only, copies of any Information furnished to Owner, and unless otherwise agreed to by the parties, shall treat such Information in accordance with the requirements applicable to Owner's Confidential Information.

6.8 Contractor shall keep such full and detailed accounts for proper financial management under this Agreement as Owner may reasonably request. Contractor shall also promptly provide other information, copies of such reports, and other information reasonably requested at no cost to Owner.

6.9 The interpretation of the Specification shall rest with the Owner's Representative, whose decision in any matter shall be final and binding, subject to the dispute resolution provisions of this Agreement. The Specifications are intended to state in general what is required for the Work, and the omission of minor details shall not operate to relieve the Contractor from the obligation to provide all things necessary for the completion in proper working order of the entire Work outlined therein in accordance with the best construction or industry practices.

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7. ELECTRONIC DELIVERY OF INFORMATION.

Owner and/or Contractor may agree to exchange business data or information electronically using a point-to-point connection or a value-added network either directly or through a third party E-Business provider (collectively, "E-Business"). The parties recognize and agree that the electronic transmission of information, including attachments, and access to E-Business systems by Owner employees, cannot be guaranteed to be secure from third party interception, error free or free from viruses or other damaging computer code, and that such information could be intercepted, corrupted, infected, lost, destroyed or incomplete, or otherwise be adversely affected during transmission or harmful to the recipient's computer system. Owner and Contractor have each taken steps within their organization to reduce the foregoing risk, consistent with the industry practices; however, there can be no assurance that outgoing E-Business is free of the foregoing faults or that engaging in E-Business will not create any harm to electronic systems. If Contractor agrees to transmit information or documents relating to this Agreement using E-Business, Contractor shall be deemed to have accepted and be bound by the terms of this Agreement.

8. DELAYS.

8.1 Schedule Commitment/Notice of Delay. This is of the essence with respect to the performance of the Work. Each party shall give the other prompt written notice of any circumstances that may delay performance of the Work including any Force Majeure (as defined in Section 9.1). Contractor shall notify Owner's Representative of any such circumstance orally as soon as possible after such circumstance occurs and in writing within twenty-four (24) hours after the occurrence of such circumstance. Contractor shall record the cause of any resulting delay and the time lost in its reports and in its time sheets and shall submit such reports and time sheets to Owner's Representative.

8.2 Delays in Performance for Reasons Other Than Force Majeure.

8.2.1 Owner may at any time request Contractor to delay performance of all or any portion of any Work to be provided under the Agreement. Contractor shall use its best efforts to accommodate such delay. However, if Contractor is unable to accommodate all or a portion of Owner's request, it shall notify Owner in sufficient time for Owner to take alternative measures, including directing Contractor to place the affected Work or portion thereof, including any equipment, materials or supplies, in storage at a site authorized by Owner.

8.2.2 RESERVED.

8.2.3 If Work or any portion thereof is ready for performance, or shipment, but performance or shipment is delayed beyond the scheduled performance or shipment date by Owner, the parties will adjust the payment schedule accordingly and for any Direct Actual Costs resulting from such delays, use good faith efforts to negotiate a change order to address such cost.

8.2.4 Contractor shall use best efforts to complete the Work in accordance with the Work schedule. If the Work falls behind schedule due to acts or omissions of Contractor or any Contractor Resources, Contractor shall, at its sole cost and expense, use its best efforts to restore the Work to schedule, including placing Contractor Resources on extended working hours, assigning additional resources to the Work, and establishing expedited, priority treatment for the provision of Services, necessary to complete the Work within the time set forth in the Agreement.

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8.3 Off-Site Delays. If Work at an off-Site facility is delayed by either party, the other party shall be entitled to compensation for its documented direct, actual costs for each such period of delay.

8.4 Limitation of Liability for Delay Damages at Site. The parties agree to limit liability for damages incurred by delays at a Site as follows:

8.4.1 At any point after Owner orders Contractor to start the Work, Contractor's delay shall be deemed to commence when the Work location or Work site becomes available for the Contractor's performance of Work but the Contractor, in whole or in part, does not perform the Work, and such delay shall be deemed to cease when the Contractor resumes Work performance in accordance with the Agreement terms. For delays caused by Contractor, Owner shall be compensated for its actual costs to accommodate or mitigate the impact of each Contractor delay.

8.4.2 At any point after Owner orders Contractor to start the Work, Owner's delay shall be deemed to commence when Contractor Resources are able to be present at the Work location and able to perform the Work but are prevented by the Owner from performing such Work and such delay shall be deemed to cease when Owner no longer prevents such performance. In the event of a delay requested by Owner, or a delay caused solely by Owner's negligence, to the extent Contractor has incurred labor costs caused by such delay, Contractor shall be compensated pursuant to Section 8.4.3.

8.4.3 The duration of delay shall be computed in increments of one (1) hour. Compensation for each party's direct labor costs shall be made only to the extent that a party actually incurs direct labor costs, if any. The delayed party shall use commercially reasonable efforts to minimize the costs it incurs for each delay by rescheduling its activities, redeploying its work force, or by other appropriate action. The parties shall consult at least weekly concerning delays, Contractor shall provide Owner with documentation relating to such delay as requested by Owner, and Owner shall maintain a log of each party's delay. Compensation for delay shall be made at the completion and Acceptance of the Work by determining the total number of hours of delay for each party, and subtracting the lesser number of hours from the greater to establish the party with a delay balance. Contractor shall be compensated for the lesser of (i) its delay balance or (ii) the number of working hours (not to exceed eight (8) hours per day) the Work is delayed beyond the scheduled completion date due to the request of Owner, or the sole negligence of Owner.

8.4.4 Contractor shall not be compensated for delay time unless it provides written notice of such delay to Owner within the period specified in this Article.

9. FORCE MAJEURE.

9.1 Neither party shall be liable to the other for loss or damage resulting from any delay or failure of a party to perform its contractual obligations due to conditions or circumstances which are beyond that party's control, including: acts of God; war; acts of a public enemy; riot; civil commotion, sabotage; Federal, state or municipal action, inaction or regulation; strikes or other labor troubles (excluding those involving such party's employees); fire; flood; accidents; epidemics; quarantine restrictions; embargoes; damage to or destruction in whole or in part of office equipment or manufacturing plant, to the extent such facilities are necessary to proper performance of the party's obligations under any Agreement and alternate facilities are not reasonably available; and inability to obtain raw material, labor, fuel or supplies; provided however, that such failure or delay is not caused by that party's failure to satisfy its obligations under the Agreement or could not have been prevented by reasonable precautions taken by the non-performing party or could not reasonably be circumvented by the non-performing party through the use of alternate sources or plans or other means.

9.2 Force majeure shall extend the time for Contractor's performance to the extent such condition directly affects completion of Work. Contractor shall use its best efforts to reschedule its Work to mitigate the effect of such condition and to eliminate such condition as soon as possible. If the Work falls behind

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schedule due to a Force Majeure, Owner may direct Contractor to accelerate the Work by whatever means Owner may deem necessary, including subcontracting Work or working additional hours or shifts, and Owner shall pay Contractor for the agreed Direct Actual Costs incurred by Contractor in connection with any such directed acceleration.

9.3 Neither this Article nor any other provision of the Agreement shall excuse the non-performance or delayed performance of Contractor due to any failure of the Contractor to prepare for the Work or commercial impracticability experienced by Contractor, including market changes, increased costs or insufficient money.

10. INSPECTION.

10.1 Contractor shall advise Owner in writing of each location where Work is being performed, or where materials are being stored, or prepared for use under the Agreement, in each case, reasonably in advance of conducting such Work to allow Owner to witness or inspect the same. Contractor shall, on behalf of itself and its Subcontractors, provide unrestricted access to such locations for inspection of Work.

10.2 Contractor shall provide Owner timely notice of the date of all tests affecting the Work, and provide test results promptly to Owner. Owner shall have the right to inspect the status of all Work at the facilities of Contractor and its Subcontractors, as well as at the Site. Such inspections shall be conducted upon reasonable advance notice to, and during the working hours of Contractor Resources. Such general inspection rights are in addition to, and not in limitation of, any and all inspection and testing rights of Owner set forth in the Agreement. Owner's approval of Work shall in no way reduce or modify Contractor's obligations to meet performance and other requirements of the Agreement. By such approval, Owner in no way assumes any part of Contractor's responsibility for the satisfactory performance of Work.

10.3 RESERVED

10.4 If any Work should be enclosed without Owner's inspection, Contractor shall, at Owner's request, uncover the Work, allow an inspection and properly restore the Work all at Contractor's expense. Owner's Representative may order reexamination of any Work.

11. REQUIREMENTS FOR ACCEPTANCE.

Acceptance of Work shall be conditioned upon Contractor submitting to Owner's Representative the following:

11.1 written notice that the Work is ready for final inspection;
11.2 properly executed, unconditional waivers or releases of lien from Contractor and all Subcontractors, conditioned upon payment, who provide labor, equipment, materials, or supplies for the Work;
11.3 evidence of satisfactory completion of all acceptance testing required under the terms of the Agreement;
11.4 all Information required under the Agreement; and
11.5 an accounting for all tools, materials, and equipment provided by Owner.

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12. PARTIAL COMPLETION AND ACCEPTANCE.

If at any time prior to Acceptance as referred to in Article 11 "REQUIREMENTS FOR ACCEPTANCE", any portion of the Work has been completed and if Owner determines that such portion of the Work is of value, Owner will, if applicable, issue to Contractor a certificate of partial completion. Upon the issuance of such certificate, or at any time thereafter, Owner may take over and use the portion of the Work described in such certificate and may exclude Contractor therefrom. The issuance of a certificate of partial completion will not release the Contractor or its sureties from any obligations under the Agreement unless such prior use delays the Work or increases its cost. In this event, the Contractor will be entitled to extra compensation or extension of time, or both, as Owner may determine.

13. SUSPENSION OF WORK.

Owner may at any time suspend the Work or any part thereof upon oral notice to Contractor. Such oral notice shall be confirmed in writing by Owner. The Work shall be resumed by Contractor promptly after written notice from Owner to Contractor to do so. Owner will make payment for all Work completed and accepted by Owner as of the suspension date, in accordance with the agreed payment rates and milestones.

14. TERMINATION FOR CAUSE.

14.1 Without prejudice to any other right or remedy Owner may have under the Agreement, at law and/or in equity and upon providing written notice of such termination to Contractor, Owner may terminate the Agreement without any liability being owed thereby by Owner to Contractor, in the event of the occurrence of any of the following:

14.1.1 insolvency of Contractor;
14.1.2 filing of a voluntary petition in bankruptcy by Contractor;
14.1.3 filing of an involuntary petition in bankruptcy against Contractor;
14.1.4 appointment of a receiver or trustee for Contractor;
14.1.5 execution by Contractor of an assignment or any general assignment (other than an assignment undertaken in connection with a financing) for the benefit of creditors;
14.1.6 commencement of any legal proceeding against Contractor that, in Owner's opinion, may interfere with Contractor's ability to perform in accordance with theAgreement; or
14.1.7 Contractor consolidates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and/or sells, assigns or otherwise transfers the Agreement; in each case without Owner's advance written consent.

14.2 If Contractor fails to diligently perform the Work in accordance with the Agreement or if Contractor otherwise breaches any of the terms of the Agreement, in addition to Owner rights set forth in Section 14.1 above and Section 25.7 regarding safety or environmental violations, Owner shall have the right without any liability being owed thereby by Owner to Contractor, upon giving Contractor written notice of default and allowing Contractor a period of five (5) Business Days or such other period as may be agreed upon by the parties or as may be determined by Owner to be necessitated by exigent circumstances to remedy such deficiency. In the event such default is not completely remedied, Owner may cancel the Agreement in whole or in part upon giving written notice to Contractor; and the Work itself or to have the Work completed by another entity, with any additional cost associated therewith being the liability of the Contractor.

14.3 Upon receipt of any notice of termination as described in Section 14.1 or Section 14.2 above, Contractor shall immediately cease Work, commence demobilization of any affected Contractor Resources, and, if requested by Owner, promptly remove from the Site all materials and equipment which have not been either fully or partially paid for by Owner. Contractor shall promptly settle the liabilities and claims arising out of the termination of subcontracts and orders.

14.4 Contractor shall maintain a written, detailed inventory of all equipment and materials in storage at the Site(s), in route to the Site(s), in storage or manufactured away from the Site(s), and on order from its suppliers and Subcontractors. Upon Owner's written request and to the extent that title has not transferred earlier pursuant to Article 26 "DELIVERY, TITLE AND RISK OF LOSS TO

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EQUIPMENT AND MATERIALS," Contractor shall promptly transfer title and deliver to Owner completed or partially completed Work and/or contract rights of Contractor relating to the Work, and Contractor shall execute and deliver such documents and take all such actions as Owner may require for the purpose of vesting in Owner such ownership, rights and benefits of Contractor with respect to the Work.

14.5 In the event any termination under this Article 14 is subsequently determined pursuant to the dispute resolution process set forth in Article 39 "DISPUTE RESOLUTION; NEGOTIATION; MEDIATION; ARBITRATION", to have been made without cause, such termination shall be deemed a Termination for Convenience under Article 15 hereof.

15. TERMINATION FOR CONVENIENCE.

15.1 Owner shall have the right to terminate and/or cancel the Agreement or all or any portion of the Work for any reason, or for Owner's convenience, and at its sole and exclusive discretion, upon at least one (1) day's prior written notice to Contractor specifying when such termination becomes effective. Upon such effective date, Contractor shall immediately cease Work, commence demobilization of any affected Contractor Resources, and, if requested by Owner, promptly remove from the Site all materials and equipment which have not been either fully or partially paid for by Owner. Contractor shall promptly settle the liabilities and claims arising out of the termination of subcontracts and orders and shall use its best efforts to minimize any associated costs. After termination, Contractor shall cooperate with Owner to the fullest extent for the purpose of allowing Owner or its designee to fully perform all functions previously performed by Contractor under the Agreement.

15.2 Upon Owner's request and to the extent that title has not transferred earlier pursuant to Article 26, Contractor shall promptly transfer title and deliver to Owner completed or partially completed Work (including Information or other work product related to the Work) and/or contract rights of Contractor relating to the Work for which Owner has made payment, and Contractor shall execute and deliver such documents and take all such actions as Owner may require for the purpose of vesting in Owner such ownership, rights and benefits of Contractor with respect to the Work.

15.3 In the event of a termination under this Article 15, except as otherwise expressly agreed to in writing by the parties, Owner shall pay for the Work completed in compliance with the Agreement through the effective date of termination.

16. OWNER'S REPRESENTATIVE STATUS.

Owner's Representative will perform inspection of the Work and has the authority to stop the Work whenever such stoppage may be necessary to insure the proper execution of the Agreement. He/she also has authority to reject any and all Work that does not conform to the Agreement and to decide questions that arise in the execution of the Work. Owner's Representative will make decisions in writing within a reasonable time on all claims of Contractor and on all other matters relating to the execution and progress of the Work or interpretation of the Agreement documents.

17. CONTRACTOR'S SUPERVISORY DUTIES.

17.1 Prior to commencing any Work, Contractor shall identify to Owner a Contractor's Representative authorized to receive all communications from Owner, provide all approvals or authorizations required from Contractor and act on behalf of Contractor in all matters concerning the Work. Owner reserves the right to require the removal and replacement of Contractor's Representative for any reason.

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17.2 Contractor shall efficiently and continuously supervise its Contractor Resources required to complete the Work. Contractor shall be fully liable for the acts and omissions of Contractor Resources. Contractor shall provide an adequate and competent supervisory staff throughout the course of the Work.

17.3 Contractor shall at all times enforce strict discipline and good order among Contractor Resources, and shall not employ any unfit person or anyone not skilled in the tasks assigned under the Agreement. Owner shall have the right to request Contractor to remove any person determined by Owner to be unqualified or unfit to perform the Work.

17.4 In the event Contractor Resources are given access to any of Owner's computer systems and equipment or Owner Information (including, without limitation, Owner's Confidential Information) Contractor agrees not to use Owner's systems or equipment or such Owner Information for any purposes other than that contemplated in the Agreement. Contractor further agrees to keep confidential any Information it obtains in the course of performing Work under this Agreement and to utilize data security systems approved by Owner and compliant with Owner's IT Security Requirements and applicable law. Contractor agrees to cause its Contractor Resources to comply with applicable provisions of Owner's IT Security Requirements and policies and applicable laws and regulation.

17.5 For any Services to be performed on any Site, within five (5) Business Days of Owner's request, Contractor shall provide to Owner, the names, classifications and job locations of Contractor Resources. Owner shall have the right to request that Contractor remove and replace (at no cost to Owner) any person determined by Owner in its discretion to be unqualified or unfit to perform the Work, in which case Contractor shall do so (including reassignment to work other than for Owner and/or Owner affiliates to the extent allowable under Contractor's labor agreement(s) and Law). Owner's requests and/or reviews concerning any Contractor Resources shall not be construed in any manner as creating any employment, contractual or other relationship between Owner and such person, or otherwise granting Owner control over such person and/or the performance of the related Work.

17.6 RESERVED.

17.7 **THIS SECTION IS APPLICABLE ONLY TO DISTRIBUTION OR TRANSMISSION SERVICES ON SITES**. In addition to the requirements of Section 17.5, Contractor shall provide to Owner, the names, classifications and job locations of Contractor Resources that were former employees of Owner or any of its affiliates, that Contractor desires to assign to provide Services on behalf of Contractor and/or any Subcontractor at least three (3) business days prior to those Contractor Resources performing any such Services.

18. INDEPENDENT CONTRACTOR.

Contractor Resources shall perform all Work as independent contractors and shall not be deemed to be the employees or agents of Owner for any purpose whatsoever.

19. SUBCONTRACTING.

19.1 Contractor shall provide Owner with notice of any Work that it desires to subcontract along with a list of proposed Subcontractors. Owner shall have the right to refuse any proposed Subcontractor and Contractor shall not enter into any such subcontract with any such Subcontractor as to which Owner has made an objection. Contractor shall not make any substitution of proposed Subcontractors prior to or during the term of this Agreement without prior written approval from Owner. Neither Contractor nor any Subcontractor shall assign any Work under this Agreement without the written consent of Owner.

19.2 Irrespective of Owner's consent or the terms of any agreement between Contractor and any Subcontractor, Contractor shall (a) be fully responsible to Owner for acts and omissions of Contractor Resources; (b) remain fully responsible for the full and faithful performance of the Contract; (c) direct and control the activities of all Contractor Resources; (d) remain fully bound by all terms and conditions

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of the Agreement including all requirements for indemnity and warranty. Contractor shall include all Agreement provisions related to any subcontracted Work in the written agreement between Contractor and such Subcontractor for such Work, including warranty, insurance, audit and indemnity provisions. Contractor shall be responsible for the satisfaction of all contractual and legal obligations to such subcontractor and supplier.

19.3 Owner shall have the right to request that Contractor terminate any subcontract and remove any Contractor Resources determined by Owner, in its sole discretion, to be unqualified or unfit to perform the Work or any portion thereof.

19.4 Nothing contained in the Agreement documents shall create any direct contractual relation between any Subcontractor and Owner.

19.5 Contractor shall not allow access to the Site(s) or any portion thereof under the control of the Contractor by any person not acting under the direction and control of Contractor, other than Owner, the Owner's Representative, other authorized representatives of Owner, other contractors engaged by Owner and governmental authorities.

19.6 **RESERVED**.

20. COMPLIANCE.

20.1 Contractor and Contractor Resources shall comply with all laws, regulations and requirements applicable to the Work, including international, federal, state and local laws, and the laws applicable to any location where any Work is to be performed, constructed, manufactured, stored or delivered. Such compliance shall include environmental, human rights, labor, employment, non-discrimination and anti-corruption laws (including the Foreign Corrupt Practices Act), and all applicable maritime, customs, export, and import laws, requirements, rules and regulations, and the applicable laws, requirements, rules and regulations of the country of origin or destination, any intermediate country, and the United States in the performance of the Work. The country of any location where Work is to be performed, whether it is the country of origin or destination or any intermediate country must be a member of the International Labour Organization (ILO). The costs of such compliance with the foregoing requirements shall be borne exclusively by Contractor and Contractor shall defend, indemnify, and hold Owner harmless from any liabilities, damages, fines, penalties and costs arising from Contractor's noncompliance with this Article 20.

20.2 Contractor and Contractor Resources shall comply with Owner's requirements, procedures, and policies including without limitation those found in the Exhibits hereto, and as additionally incorporated by reference in the Order or Agreement documents and/or issued in connection with the Work and as in effect from time to time.

20.3 **THIS SECTION IS APPLICABLE TO WORK PERFORMED PURSUANT TO A FEDERAL GOVERNMENT CONTRACT OR FEDERALLY FUNDED CONTRACT:** In connection with its performance of Work pursuant to a federal government contract or federally funded contract, in addition to all other legal compliance obligations, Contractor shall comply with all laws and regulations specific to and applicable to such contracts, including without limitation, regulations and laws regarding employment and non-discrimination, Executive Order 11246 and the regulations issued pursuant thereto (generally Part 60-1 of Title 41 of the Code of Federal Regulations), unless exempted by said regulations. **The Equal Opportunity Clause set forth in 41 CFR Section 60 1.4(a)), is hereby incorporated by reference. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. This contractor and subcontractor shall abide by the requirements of 41CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities**. Contractor and all of its

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Subcontractors shall comply with the provisions and regulations pertaining to nondiscrimination and affirmative action in employment (41 CFR Sections 60 1.4, 1.40, 1.41 and 1.42), and the filing of Standard Form 100 (EEO 1). Contractor certifies, in accordance with the requirements of 41 CFR Section 60 1.8), that its facilities for employees are not segregated. Further, Contractor will comply with the provisions of (unless exempted from) the notice posting requirements of Executive Order 13496 set forth in 29 CFR Part 471, Appendix A to subpart A, which is incorporated herein by reference.

20.4 Code of Business Conduct - Because Owner places such a high priority on ethical and legal conduct, Owner requires all Contractors and their Contractor Resources to read, understand and comply with Owner's Supplier Code of Business Conduct, available on the Eversource.com website. Owner values its relationships with its suppliers and contractors and shares the following core values with contractors and suppliers wanting to conduct business with Owner: 1) Maintain and adhere to the highest ethical standards; 2) Comply with all federal, state and local laws and regulations, as well as all of Owner's policies and procedures. including this Code; 3) Embed safety in every aspect of work performed; 4) Foster a diverse and inclusive work environment that ensures everyone is treated with respect and dignity 5) Avoid any and all conflicts of interest, and the appearance of such; and 6) Keep property, resources and information secure, and keep confidential Owner's customer, employee and shareholder information. Contractor's failure to conduct business in a manner that meets these standards could result in a termination of the Agreement under Section 14.2.

20.5 For all Equipment and Services supplied by Contractor and used for Owner's high and medium impact Bulk Electric Systems (BES) and Cyber Systems as described in North American Electric Reliability Corporation (NERC) CIP Reliability Standards, including, without limitation CIP-013, Contractor shall comply with Owner's Supply Chain Cyber Security Risk Management Program requirements as set forth in the Contractor CIP Compliance Agreement, incorporated by reference if applicable to such Equipment and Services.

21. SITE REQUIREMENTS.

21.1 For all Work to be performed at a Site, Contractor Resources shall comply with Owner's requirements, procedures, and policies and training requirements, including those relating to safety, security, environmental practices and access authorization, currently in effect, copies of which are available upon request.

21.2 Owner shall have the right to place its forces or any other contractor's forces at the Site to perform work not included in the Agreement. All Work performed by Contractor shall be undertaken in full cooperation with Owner's personnel or the personnel of other contractors at the Site, in order to achieve the least possible interference with the continuity and efficiency of all Owner's interests or activities at the Site. Contractor's forces shall work in harmony with all such other forces, and in accordance with Owner's schedules.

21.3 Contractor represents that prior to commencing Work it has advised its forces of Owner's requirements, procedures and policies; satisfied the applicable training requirements; and conducted such inspections and made such inquiries as it deems necessary concerning the conditions at each Site which might affect Contractor's execution and completion of the Work. Contractor agrees and acknowledges that Information provided by Owner concerning Site conditions has been used for reference only and shall not be claimed to relieve Contractor from its obligation to independently assess the requirements of the Work.

21.4 Contractor shall plan and execute the Work in such a way to avoid any unscheduled interruption of utility service.

21.5 The Contractor shall use only the established roads for the performance of the Work, and any such

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temporary roads approved by Owner and necessary for the Work. When necessary to cross curbing, sidewalks or similar features, they must be properly protected, and if damaged, shall be restored to previous condition at Contractor's expense.

22. INCIDENTAL MATERIALS AND CONSUMABLES.

Unless expressly set forth in the applicable Specifications, Contractor will use its facilities, tools and equipment, in its discretion, necessary to perform the Work (other than Equipment purchased by Owner) and Owner will have no right to use such tools, equipment or facilities and Contractor may substitute comparable tools, equipment and facilities for completion of the Work (but not components or materials of Equipment or Equipment purchased by Owner) provided that at all times, Contractor shall meet the Specifications and all Agreement requirements. Contractor, at its sole expense and prior to delivering consumables or materials incidental to performance of Work at the Site, shall inspect or test such consumables or materials to ensure compliance with the Agreement, including the Specifications.

23. HAZARDOUS MATERIALS.

23.1 Contractor shall provide to Owner's Representative or designee a written description of and purpose for the use of any products or processes in the Work that are Hazardous Materials or may result in the generation of Hazardous Materials. Such written submission must identify, prior to the start of the Work and to the satisfaction of Owner's Representative or designee, the practices used to minimize such generation and demonstrate that it has taken all possible steps to eliminate or reduce to the maximum extent possible such generation.

23.2 Contractor shall ensure the environmentally responsible management of any Hazardous Materials included in or resulting from the Work. In performing the Work, Contractor shall comply fully with all Environmental Laws. Contractor is solely responsible for the proper identification and labeling, documentation, handling, storage, minimization, processing and recycling of any and all such Hazardous Materials. Unless otherwise indicated, Contractor shall be responsible for manifesting, transporting and removing from Site any and all Hazardous Materials. Contractor shall be liable for any and all costs incurred by Owner, at Owner's sole discretion, for the storage, handling, processing, removal and disposal thereof.

23.3 Contractor shall defend and indemnify Owner, its parent, affiliates and its and their employees, agents, officers and directors and hold it and them harmless from any and all damages, claims, demands, or suits of any kind for injury to persons, including death, and damage to property suffered by any person (including Contractor Resources) or by any firm or corporation arising out of, or claimed to have arisen out of, any acts or omissions of Contractor and Contractor Resources related to or involving Hazardous Materials generated during the course of the Work or brought to the Site by the Contractor or Contractor Resources. This indemnification shall include any liability or claims related to the storage, handling, processing, release, or removal from Site of any such Hazardous Materials by Contractor, Contractor Resources, transporters, recyclers, or any treatment, storage or disposal facility used by Contractor or such other persons. Further, this indemnification shall include liability for any and all costs or penalties (including legal, attorney, administrative, or regulatory fees and expenses) incurred or imposed as a result of actions pursued by federal, state or local governments or agencies related, in any way whatsoever, to the management of such Hazardous Materials.

23.4 Contractor agrees to use the EPA identification number assigned to the Site at which Contractor is working. The use of such EPA number shall not constitute assumption of environmental liability by Owner. In the event Owner has no EPA number for the Site in question, Contractor shall apply for a temporary number.

23.5 No chemical consumable product may be delivered to any Site without prior written approval by the Owner's Representative or designee in the manner provided in the first paragraph of this Article 23. As a condition precedent to such pre-approval, Contractor shall identify to Owner's Representative any and all chemical consumable products that will be used in performing the Work or are listed on the Site's approved Chemical Consumables Products List. Such identification shall include a copy of the

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product's Material Safety Data Sheet (MSDS), the specific use and location of use, and the expected quantity that will be required to perform the Work. Owner's consideration of Contractor's request shall involve the products' health and safety hazards, environmental and fire hazards, potential for degrading Owner's systems or components, potential for creating Hazardous Materials, and availability of suitable alternatives. A substitute product may only be used following the receipt of express written permission by the Owner's Representative. Contractor is solely responsible for any costs or expenses incurred by Owner as a result of Contractor's use of a product that has not been specifically authorized.

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23.6 Following completion of the Work, Contractor shall identify to Owner's Representative all materials or waste that it reasonably believes constitute Hazardous Materials. Final classification of such waste shall be at the sole discretion of Owner's Representative. Unless directed otherwise by Owner, Contractor shall promptly remove any and all equipment and consumables from the Site. In the event that Contractor fails to complete such removal in a timely fashion following completion of the Work, Owner may, at its sole discretion, retain any such material as property of Owner or arrange for its removal at the sole expense of Contractor. Such expenses to be borne by Contractor include the costs of laboratory testing, storage fees, processing, treatment, transportation, recycling, and disposal. The manifesting, transportation and removing from Site of any and all Hazardous Materials shall be effected by Contractor, at Contractor's sole cost and expense.

24. RESERVED

25. SAFETY PRACTICES, SECURITY, PROTECTION OF THE PUBLIC, WORK AND PROPERTY.

25.1 Contractor and Contractor Resources shall be instructed, familiar with and required to follow safety rules and regulations applicable to the Work being performed, and comply with (1) all Owner policies and procedures (available upon request) applicable to the Work, and any addenda, revisions or updates thereto; and (2) those policies and procedures referenced in the Agreement or Order. Contractor shall coordinate site specific Personal Protective Equipment (PPE), arc flash protection and FR clothing requirements with the Owner. Contractor shall have the sole responsibility to see that such persons are so informed, properly trained and that safety practices are followed.

25.2 Contractor shall establish and maintain safeguards, controls, work rules, or other measures to protect the Equipment, and/or the Owner's property that is placed under Contractor's control, from damage, harm, or sabotage for the entire time during the performance of the Work until Final Acceptance. Contractor shall fully comply with any applicable Owner Site rules. For all Work to be performed at a Site, Contractor Resources shall comply with Owner's requirements, standards, procedures, and policies and training requirements, including those relating to safety, security, environmental practices and access authorization, currently in effect, copies of which are available upon request or may be available electronically, through an Owner web-site. Contractor shall conduct safety briefings and job hazard assessments. Upon Owner's request, Contractor shall provide documentation, confirming Contractor's compliance with this Article 25, including OSHA logs, qualification requirements and training certifications, licenses and detailed job safety and hazard assessment job plans, and reports of accidents involving Contractor Resources during the performance of the Work on Owner's Site.

25.3 While performing all Work, Contractor shall, and shall ensure that Contractor Resources strictly observe and fully comply with all federal, state, and local safety laws, rules and regulations applicable to the Work and/or the Site. Contractor shall provide and maintain all necessary precautions for the protection and safety of the public. It shall continuously take all necessary precautions to protect Owner's property from injury or loss arising in connection with the Agreement. In addition, when performing Work in close proximity to Owner's employees, Owner's safety rules shall be applicable.

25.4 Contractor shall train all Contractor Resources who carry out Work in the vicinity of energized conductors and equipment, in approved methods of artificial resuscitation, before such persons begin any Work.

25.5 Except with respect to Hazardous Materials, for which the provision of MSDS is required, pursuant to Article 23 "HAZARDOUS MATERIALS", upon Owner request, Contractor shall furnish to Owner's Representative Material Safety Data Sheets (MSDS) for any other product intended for use with the Work and make copies of such MSDS available to Owner at the Site or other mutually agreed upon location. No product for which an MSDS submittal has been requested shall be used until the MSDS has been reviewed by Owner.

25.6 For any Work that takes place at Owner facilities, Contractor shall comply with Owner's security requirements then in effect. Contractor Resources shall strictly adhere to the security regulations and

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obey the directions of Owner's security personnel. Contractor shall develop and, after review and approval by Owner, implement a security program to account for and protect all tools and equipment under its sole and exclusive care, custody and control in the performance of the Work. Owner shall not be liable to Contractor for loss of or damage to such tools or equipment.

25.7 Owner may immediately suspend or terminate all or any portion of the Work, without any added cost to Owner, and with no adjustments made to the schedule for the Work, if Owner determines that any safety or environmental violations have occurred, including conditions that could result in injury to any individual or damage to property or to the environment.

25.8 RESERVED.

25.9 In the event that Owner personnel observe and/or determine that a portion of Contractor's Work has been performed in nonconformance with the Agreement and if the continued existence of that portion of the Work in its then current state poses a threat of property damage or bodily injury to Owner, Owner personnel, other persons or the public, Owner shall have the right to correct the nonconforming Work or place the nonconforming Work in a safe condition. Owner shall notify Contractor verbally as soon as possible after discovering the nonconforming Work. Owner shall confirm the observation in writing within seven (7) days. If Owner has not yet paid for the Work, Owner may deduct the costs of affecting such repair from the outstanding amount due for the Work. If Owner has already paid for the Work, Contractor shall reimburse Owner for Owner's Direct Actual Costs for such repair. Contractor shall make good any damage resulting from lack of protective precautions. It shall adequately protect adjacent private and public property.

25.10 Contractor shall exercise the utmost care and shall carry on all activities under the supervision of properly qualified Contractor Resources. In the event of an emergency affecting the safety of the public, the Work, or property, or in the event of a release of Hazardous Materials Contractor shall as soon as reasonably practicable but in no event later than four (4) hours from the occurrence, of such event, notify Owner of the occurrence and details of such events. Contractor is hereby permitted to act at its own discretion to prevent such threatened loss or injury without special instructions or authorization from Owner's Representative except in the event of a release of Hazardous Materials. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement or by arbitration.

25.11 RESERVED.

25.12 Contractor shall have obtained identity verification, criminal background checks (federal, state and county checks for prior 7 years) and drug tests for all Contractor Resources prior to using such Contractor Resources to perform Work at customer facilities or Owner Sites. Contractor shall not assign Work to Contractor Resources that have any record of convictions (including any record since employment with Contractor) for any felonies and misdemeanors involving violence, sexual offense, drugs, theft, computer crimes or identity theft, or otherwise present a risk of injury to any individual or damage to or loss of property.

25.13 For any serious safety incident that (1) occurs during any work that is under Contractor's supervision at any of Contractor's work locations, (2) is required to be reported to OSHA and (3) results in either a fatality of any employee of, or hospitalization of one (1) or more employees of, Contractor or a subcontractor to Contractor, Contractor shall notify Owner within five (5) Days after such safety incident.

26. DELIVERY, TITLE AND RISK OF LOSS TO EQUIPMENT AND MATERIALS.

26.1 Except as otherwise specified in the Agreement, delivery of any equipment and materials to be purchased by the Owner shall be F.O.B. Destination. Whenever Contractor provides Work that will not be subject to further work by Contractor, title and risk of loss shall pass to Owner upon the delivery of the equipment F.O.B. Destination set forth in the Agreement and Acceptance. Except as otherwise expressly agreed to by the parties in writing in the Agreement Owner shall not pay any amounts for

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transportation or packaging.

26.2 Except as provided for in Section 26.1 above, title to all equipment and materials supplied by Contractor shall pass upon Acceptance of Work by Owner.

26.3 Title to all materials to be removed by Contractor shall pass to Contractor upon the loading of the materials into the containers supplied by Contractor or onto Contractor's truck, whichever occurs first. For purposes of this Section 26.3, the term Contractor shall include any Subcontractor performing Work under the Agreement.

26.4 RESERVED.

26.5 Contractor shall deliver the equipment and materials purchased by Owner to the location stated in the Agreement in accordance with the delivery dates and any schedule of performance provided in the Agreement, time being of the essence for each such delivery for which a date or a length of time is fixed for delivery.

27. CLEANUP.

For Work performed at any Site, Contractor shall at all times keep the Site free from accumulations of waste material or rubbish. Unless otherwise directed by Owner or except for Scrap or material to be retained by Owner pursuant to Article 29 "MATERIALS", Contractor shall remove at its sole cost and expense from the Site and from all public and private property all temporary structures, rubbish and waste materials resulting from its operations. This requirement shall not apply to property that the Owner expressly grants its permission to be used for permanent disposal of rubbish or waste materials, provided such disposal is carried out by the Contractor in accordance with any and all conditions under which such permission is granted.

28. SCRAP.

Unless otherwise expressly provided in the Agreement documents, at least five (5) business days prior to the commencement of the Work, Contractor shall notify the Owner's Representative of any Scrap to be generated from the Work and request direction regarding storage or disposal of such Scrap. Contractor shall comply with directions regarding Scrap disposal or storage provided by Owner's Representative. Except with respect to Scrap that Owner expressly directs Contractor to dispose of or otherwise take title to and manage, Owner shall retain title in all Scrap; provided, however, that Contractor shall bear risk of loss for Scrap that Owner wishes to retain until Contractor delivers such Scrap to the point of storage designated by Owner.

29. MATERIALS.

Contractor shall exercise reasonable care in the receipt, storage, handling, and installation of all materials, whether supplied by Owner, by Contractor, or by another contractor. All excess material supplied by or charged to Owner shall be handled and managed as directed by Owner.

30. REMOVAL OF EQUIPMENT.

Except as required to comply with the directions of Owner or Contractor's surety upon takeover of the Work, Contractor shall promptly remove all Contractor provided equipment, materials and supplies from the Site upon completion or termination of the Agreement subject to requirements set forth in Article 27 "CLEANUP". If Contractor fails to complete such removal within fifteen (15) days after notice from Owner, Owner may elect (i) to retain all or any portion of such remaining equipment, materials and supplies as its property, or (ii) to remove and dispose of all or any portion of such items at the expense of Contractor.

31. INSURANCE BY CONTRACTOR.

As a condition to undertaking the Work, Contractor shall acquire, at its sole cost and expense, the following insurance coverage (or equivalent) from insurers with an A.M. Best rating of A- or better, with the indicated amounts and shall maintain such required insurance coverages during all Work and until the date of final payment under the Agreement or Acceptance of all Work under the Agreement,

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unless a longer period is specified below:

31.1 Workers' Compensation in the amounts mandated by law (statutory coverage) and Employers Liability Insurance with limits of not less than $1,000,000

31.2 Commercial General Liability Coverage on Form CG 00 01 or its equivalent excluding Professional Liability but including Operations, Products and Completed Operations, Underground (XCU) Hazard, Contractual Liability and Broad Form Property Damage Liability written in one or more layers with a combined single limit for Bodily Injury and Property Damage of not less than $2,000,000 per occurrence and annual aggregate. Products and Completed Operations coverage shall remain in effect for a minimum of three (3) years from the date of final payment under the Agreement or Acceptance of all Work under the Agreement, whichever is later, unless the Work is to be performed solely in CT, in which case the required coverage should be in force for two (2) years from such date.

31.3 Automobile Liability Coverage, including all owned, non-owned, and hired vehicles, written in one or more layers with a combined single limit for Bodily Injury and Property Damage of not less than $2,000,000 per accident. If the Contractor is transporting any hazardous materials, a Pollution Liability Broadened Coverage for Autos endorsement must be added to the Business Auto Policy by ISO endorsement CA 9948 3/06 or its equivalent and MCS-90.

31.4 Aviation – Aircraft Liability insurance, if applicable, in an amount of not less than $10,000,000.00 per occurrence/aggregate, including third party liability and Passenger Liability, except to the extent that a Subcontractor performing the aviation Services and providing the aircraft maintains such insurance coverage for all aircraft used for performance of the Work covering all third party and passenger liabilities caused by the operation of aircraft, whether owned or non-owned, and the risks involved in aviation and the use of aircraft in construction. The Passenger Liability coverage included under the Aircraft Liability insurance shall not be subject to a sub-limit.

31.5 Pollution Liability insurance, if applicable, to remain in force for the duration of the term of the applicable Project Specific Agreement or Work Release covering losses caused by pollution conditions that arise from the operations of the Contractor. Insurance as required in this section shall apply to bodily injury; property damage including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy of insurance affording these required coverages shall be written in an amount of at least $5,000,000 per loss, with an annual aggregate of at least $10,000,000.

31.6 Railroad Protective Liability insurance, if applicable - covering the Work performed by Contractor or any contractor within fifty (50) feet vertically or horizontally of railroad tracks. The current ISO Occurrence Form (claims-made forms are unacceptable) shall have limits of liability of not less than $2 million each occurrence, combined single limit, for Coverages A and B, for losses arising out of injury to or death of all persons, and for physical loss or damage to or destruction of property, including the loss of use thereof. A $6 million annual aggregate shall apply.

31.7 To the extent the Work includes engineering, design, or other professional services, Errors and Omissions coverage for professional Services and products provided by Contractor ,including coverages for intellectual property infringement and related risks with limit of not less than $2,000,000 per occurrence and annual aggregate, which coverage Contractor shall maintain in effect for a period of at least seven (7) years following the final payment under the Agreement or Acceptance of all Work Under the Agreement, whichever is later.

31.8 All policies contemplated in this Article 31 other than Workers' Compensation and Errors and Omissions shall be endorsed to include, Owner, its affiliates and their respective directors, officers, employees and agents (including, the Owner's Representative), as additional insureds using ISO additional insured endorsement CG 20 10 11 85 or at a minimum CG 20 10 07 04 and CG 20 37 07 04 providing

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equivalent coverage for both ongoing and completed operations, if any.as respects any and all personal and/or bodily injury and/or property damage claims arising out of Contractor's operations hereunder. The limits required under this Article 31 may be satisfied by a combination of primary and excess (umbrella) coverage layers. The foregoing insurance policies, including Workers' Compensation, shall include a waiver of any right of subrogation of the insurers thereunder against the additional insureds thereunder, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under such policy. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with policy provisions.

31.9 Contractor shall provide certificates of insurance and copies of additional insured endorsements and all applicable endorsements to Owner to evidence Contractor's insurance policies within thirty (30) days of the award of any Agreement but in no event later than prior to the commencement of any Work. Contractor shall ensure that its broker shall provide Owner with replacement certificates and additional insured endorsements evidencing required insurance coverage prior to the expiration of prior certificates. Failure to provide such certificates shall be grounds for withholding payment and/or termination of the Agreement. Owner shall have the right to review policy documents in the event a claim is filed thereunder.

31.10 Such insurance coverage shall be primary and non-contributory to any other coverage available to Owner or its affiliates and shall not be deemed to limit Contractor's liability under the Agreement.

31.11 Contractor shall have and maintain in effect the insurances required by this Article 31 for the duration of the Agreement and thereafter for any period of continuing contractual obligations, including Contractor's warranty obligations. In addition, Contractor whose scope of work may include professional services shall procure tail coverage through the applicable warranty period on each errors and omissions policy maintained in accordance herewith upon the expiration and/or non-renewal thereof, unless Contractor's replacement errors and omissions policy provides continuing coverage for the Work through the applicable warranty period.

31.12 Contractor shall be solely responsible for payment of any and all deductible or self-insured retention amounts relating to any and all of the policies of insurance required by this Article 31, regardless of the number of losses

31.13 For any Services to be provided by any Subcontractor, Contractor shall require such Subcontractor to provide the foregoing insurance coverages and amounts and comply with the requirements set forth in this Article 31, including additional insured, primary and non-contributory, and waiver of subrogation.

32. INDEMNIFICATION BY CONTRACTOR.

To the fullest extent permitted by Law, Contractor shall be responsible for and shall indemnify, and shall defend and save Owner, its affiliates and their respective employees, trustees, shareholders, officers, and directors, as well as their respective agents and consultants (each, an "*Indemnified Person*") harmless from and against any and all costs and expenses (including all costs and expenses of litigation, as well as related attorneys' fees), losses, liabilities, fines, penalties, damages, claims, demands, judgments, awards, obligations, actions, or proceedings arising from the acts or omissions of Contractor Resources or related to the Work or Contractor's obligations under the Agreement Documents. Contractor further agrees to obtain, and maintain at its expense, such insurance as will insure the provisions of all indemnity obligations in the Contract. Nothing in this Article shall derogate or reduce Contractor's obligations under Article 31 hereof.

33. INFRINGEMENT OF PROPRIETARY RIGHTS.

33.1 Contractor shall indemnify, defend and hold harmless Owner, its parent, affiliates and its and their employees, agents, officers, and directors from any and all liabilities, penalties, damages, claims, actions or proceedings based upon any allegation that (i) any portion or all of the Work furnished under the Agreement, or any use thereof for purposes intended by the Agreement constitutes an infringement of any patent, copyright, trademark or other proprietary interest or (ii) Contractor has, other than solely

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for Owner's benefit in connection with the Work, made use of Information in which a third party claims a proprietary interest which Information was obtained by Owner from third parties under agreements for confidentiality.

33.2 If Owner provides Contractor notice of a claim of infringement with respect to any material, equipment or Information used in connection with the Work (collectively, the "Product") or Owner's use of all or any portion of the Product is enjoined due to a claim of infringement, Contractor shall promptly and at its sole expense either (i) procure for Owner the right to continue using the Product or (ii) replace the Product with non-infringing and functionally equivalent Product, (iii) modify the Product so that it becomes non-infringing and functionally equivalent, or (iv) take such other action as is necessary to assure Owner's uninterrupted use of the Product.

34. CONFIDENTIAL INFORMATION.

34.1 Each party acknowledges that it may be necessary to disclose Confidential Information to the other. Except to the extent set forth in this Article 34, or as otherwise agreed to in writing by the parties, each party agrees to maintain in confidence all Confidential Information of the other party, and to not to disclose to third parties or to publish any Confidential Information of the other party that is disclosed. In maintaining the confidentiality of Confidential Information, each party shall exercise the same degree of care that it exercises with its own Confidential Information, and in no event less than a reasonable degree of care. However, if Owner, within one hundred eighty (180) days of receipt of Contractor's Confidential Information, disputes the proprietary nature of such Information by written notice to Contractor, the parties shall consult to resolve such dispute. Each party shall advise its employees, Subcontractors, consultants, agents and those under its and/or their respective control of these requirements for confidentiality with regard to Confidential Information.

34.2 Owner shall have the right, without Contractor's approval, to disclose Contractor's Confidential Information to the limited extent required (i) for financing, acquisition or conveyance of ownership share, licensing, construction, startup, commissioning operation, maintenance or repair of the facility at which the Work is performed, and (ii) to comply with any request or order of a governmental agency or court. Each party shall have the right to disclose the other party's trade secret or other Confidential Information (a) to federal, state, or local government officials, to their attorneys, or in a sealed court document, for the purpose of reporting or investigating a suspected violation of the Defend Trade Secrets Act of 2016; or (b) to their attorneys or in a sealed court document in connection with a lawsuit for retaliation by an employer for reporting a suspected violation of the Defend Trade Secrets Act of 2016. If Owner discloses Contractor's Confidential Information to any governmental agency or court, Owner shall, to the extent it does not violate or fail to comply with any such request or order, advise Contractor prior to disclosure and, at Contractor's sole cost and expense, cooperate in any effort by Contractor to minimize the amount of Confidential Information disclosed, secure confidential treatment of such Confidential Information, or seek permission from such governmental agency or court to revise the Confidential Information in a manner consistent with Contractor's interests, the interests of Owner, and in a manner that meets the requirements of the governmental authority or court.

34.3 Any Information transmitted to either party will not be deemed Confidential Information if that Information is: (a) in the receiving party's possession without restriction on disclosure prior to disclosure hereunder; (b) at the time of disclosure, generally available to the public without restriction on disclosure; (c) after disclosure, generally available to the public without restriction on disclosure, by publication or otherwise, through no fault of the receiving party; or (d) after the time of disclosure, received from a third party who imposes no obligation of confidentiality and who, insofar as the receiving party can reasonably determine, did not acquire any such Confidential Information directly or indirectly from the other party subject to requirements of confidentiality.

34.4 Contractor shall notify Owner as soon as possible in writing if any Confidential Information provided to Owner has been changed to a non-proprietary status.

34.5 The provisions of this Article 34 shall also apply to Information that a party identifies and establishes in writing to the others as having been obtained from third parties under agreements for confidentiality.

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34.6 Owner may demand the return and/or disposal of its Confidential Information at any time upon giving of written notice to Contractor. Within fifteen (15) days of receipt of such notice, Contractor shall return all of the original Confidential Information and shall dispose of all copies, reproductions or extracts (both written and electronic) in its possession and in the possession of any representatives to whom it was disclosed using methods authorized by the National Association for Information Destruction for the media on which the Confidential Information is stored. Except as may otherwise be agreed upon by the parties in writing, Contractor shall provide Owner with written certification of the return and/or disposal of such Confidential Information promptly following the return or disposal of such Confidential Information.

34.7 In the event any Confidential Information of Owner is disclosed to Contractor by Owner under this Article 3534, Contractor shall not make use of such Confidential Information, other than for Owner's sole benefit and for the sole purpose related to the Work for which the Confidential Information has been disclosed.

34.8 The provisions of this Article shall survive the termination of the Agreement and shall bind the parties and their successors and assigns.

34.9 **THIS SECTION IS APPLICABLE TO WORK RELATED GENERATION, TRANSMISSION AND DISTRIBUTION FACILITIES:** In addition to the foregoing confidentiality obligations, to the extent that Contractor obtains or generates any critical energy infrastructure information ("CEII"), as defined by Federal Energy Regulatory Commission ("FERC"), pursuant to 18 C.F.R. §388.13, in its performance of the Work, Contractor shall keep confidential any CEII applicable to Owner and the Work. To the extent any such Work involves critical cyber assets, Contractor agrees to be bound by and comply with the North American Electric Reliability Council ("NERC") Critical Infrastructure Protection ("CIP") standards. Contractor shall indemnify Owner for any liabilities or penalties arising from any failure to comply with the requirements of this Section 35.8 by Contractor, or its subcontractors, at any tier. In addition, upon request by Owner, Contractor shall execute an agreement confirming such compliance with the foregoing obligations.

35. WARRANTY.

35.1 Services Warranty.

35.1.1 Contractor warrants that any Services performed or provided by, through, or on behalf of Contractor as part of or in connection with the Agreement shall (i) be performed by Contractor Resources who are fully qualified and competent and whose recommendations, guidance and performance reflect professional knowledge, judgment, and performance in accordance with the highest professional standards applicable to the utility industry and the industry applicable to such Services; and (ii) comply with and conform to all provisions and requirements of the Agreement and to any and all provisions of any and all applicable laws.

35.1.2 Within the period of two (2) years after Final Acceptance of all Work under the Agreement, if Owner determines that any portion of the Services performed by, through, and/or on behalf of Contractor fails to comply with the warranties set forth above, or if a defect or error is discovered in any Information supplied with such Services, Contractor shall, at its sole cost and at Owner's option, (i) correctly re-perform such Services or correct the defect or error in the Information, or (ii) return to Owner the charges paid by Owner and attributable to such Services or defective or erroneous Information supplied. Owner shall have the right to set-off against other amounts due Contractor hereunder or otherwise any amount owed by Contractor to Owner under this Article 35.

35.1.3 **THIS SUBSECTION IS APPLICABLE ONLY FOR CONSTRUCTION WORK: SERVICES**. In addition to the remedies set forth in Section 35.1.2, Owner shall have the right to (i) require Contractor to complete such warranty Work, or (ii) take over the Work and receive from Contractor reimbursement for such warranty Work.

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35.2 Supplier Warranties
Contractor shall take all reasonable steps to transfer for the benefit of Owner all warranties or guarantees available from the suppliers of any portion of the Work.

35.3 Information Warranty Contractor warrants that it has the full legal right, title and ownership of the Information furnished pursuant to the Agreement.

35.4 Equipment and Materials Warranty

35.4.1 For a period of one (1) year after Acceptance of all Work under the Agreement, Contractor warrants that all Equipment and materials it supplies shall be new when delivered and free from defects in title, design, material and workmanship and shall conform to the Specifications set forth in the Agreement.

35.4.2 Within the period of two (2) years after Final Acceptance of the Equipment and materials, if Owner determines that the warranty set forth above is breached, Contractor shall at its sole cost and expense and at Owner's option, either repair or replace the affected Equipment and materials.

35.4.3 Contractor shall have no obligation for breach of warranty if Owner fails to store, operate or maintain equipment supplied by Contractor in accordance with Contractor's written instructions furnished to Owner as part of the Work provided that Owner shall not be required to comply with standards that exceed those generally accepted in the industry.

35.5 Completion Warranty.
Contractor warrants that it shall complete the Work in accordance with the Work schedule. If the Work falls behind schedule due to causes attributable to Contractor or Contractor Resources, Contractor shall, at its sole cost and expense, use its best efforts to restore the Work to schedule, including the following measures: placing Contractor Resources on extended working hours; assigning additional personnel to the Work, and prioritizing Contractor's resources and obligations to ensure that the Work is completed on schedule.

35.6 Additional Warranty Provisions.
Owner shall notify Contractor in writing of any breach of warranty.

35.6.1 Owner shall notify Contractor in writing of any breach of warranty

35.6.2 In addition to its other warranty obligations, Contractor shall reimburse Owner for Owner's Direct Actual Costs to provide Contractor access to such defective Work and to restore facilities disturbed by such access.

35.6.3 If any defect in Contractor's Work, including corrective Work, is latent and not discoverable by Owner's reasonably careful inspection during the initial warranty period, the applicable warranty period shall be extended to a cumulative period of seven (7) years.

35.6.4 Corrective Work performed by Contractor shall be subject to the applicable warranty provisions of this Article. The warranty period for such corrective Work shall be the remainder of the original warranty period plus an additional two years.

35.6.5 The warranties provided for in this Article 35 shall apply regardless of where the Work is performed.

35.6.6 In the case of Work affecting government-owned property, warranties shall also be enforceable directly by the applicable government agency having jurisdiction.

35.7 Subcontractor Warranties.

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35.7.1 Contractor shall obtain usual and customary warranties from Subcontractors. Such warranties shall be obtained for the benefit of Owner as well as for Contractor. Contractor shall ensure that the benefit of any warranty offered by any Subcontractor at any tier is passed through to Owner, shall provide a copy of the terms of any such Subcontractor warranty to Owner, and shall identify relevant Subcontractor contracts and otherwise actively assist Owner, as required or desired by Owner and without additional charge, in enforcing any such warranty in the event such enforcement should become necessary.

35.7.2 The existence and/or absence of any Subcontractor warranties, including compliance or non-compliance therewith, shall not affect or impair in any manner whatsoever Contractor's obligations to Owner hereunder.

36. LIMITATION OF LIABILITY.

36.1 CONTRACTOR'S LIABILITY TO OWNER UNDER THE AGREEMENT WHETHER BASED UPON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, TORT, AGREEMENT, STRICT LIABILITY, OR OTHERWISE SHALL BE THE SUM OF (i) FOR WARRANTY AND INDEMNITY OBLIGATIONS, THE REMEDIES DESCRIBED IN THE CONTRACT, PLUS (ii) FOR DAMAGES CONTRACTOR IS REQUIRED TO INSURE AGAINST, ANY RECOVERY AVAILABLE UNDER THE INSURANCE COVERAGES REQUIRED BY THE CONTRACT PLUS (iii) FOR ANY ADDITIONAL DIRECT DAMAGES TO THE OWNER, AN AMOUNT EQUAL TO THE GREATER OF THE TOTAL OF ALL CHARGES PAID BY OWNER TO CONTRACTOR UNDER THE AGREEMENT OR TWO MILLION DOLLARS ($2,000,000). OWNER'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THE AGREEMENT SHALL NOT EXCEED, UNDER ANY CIRCUMSTANCES WHATSOEVER, THAT PORTION OF THE COMPENSATION DUE UNDER ARTICLE 3 “TERMS OF PAYMENT” THAT HAS NOT YET BEEN PAID BY OWNER WITH RESPECT TO THE WORK.

36.2 EXCEPT TO THE EXTENT ALLOWED UNDER THE INSURANCE, WARRANTY OR INDEMNITY PROVISIONS OF THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

36.3 CONTRACTOR WAIVES ALL CLAIMS AGAINST OWNER FOR ANY LIABILITY OR LOSS IN CONNECTION WITH: (i) PAYMENT OF ALL FEDERAL, STATE AND LOCAL TAXES OR CONTRIBUTIONS IMPOSED OR REQUIRED UNDER UNEMPLOYMENT INSURANCE, SOCIAL SECURITY AND INCOME TAX LAWS WITH RESPECT TO CONTRACTOR'S WORK UNDER THE CONTRACT; (ii) ALL LOSSES IN CONNECTION WITH ANY CLAIMS FOR LOST WAGES, SEVERANCE PAY, PENSIONS OR OTHER BENEFITS WITH RESPECT TO CONTRACTOR'S WORK UNDER THE CONTRACT; AND (iii) ALL CLAIMS FOR LIABILITY FOR DAMAGE TO CONTRACTOR'S PERSONAL PROPERTY OR INJURY TO CONTRACTOR RESOURCES IN CONNECTION WITH THE AGREEMENT.

36.4 The parties understand and agree that the liability of Contractor to Owner under the Agreement, at law, and/or in equity shall not be limited by the amount of insurance coverage required or made available pursuant to the provisions of Article 31 “INSURANCE BY CONTRACTOR”.

37. RIGHTS AND LIABILITIES OF PRINCIPALS.

All benefits, protections, indemnifications and other rights in favor of Owner under the Agreement shall also benefit, protect and indemnify the principals of Owner.

38. WAIVER OF MECHANIC'S LIENS.

Owner may condition payment to Contractor upon the receipt of lien waivers and releases from Contractor and all applicable Subcontractors. Contractor, for itself and Subcontractors at any tier, shall suffer no liens to exist upon any Site or other Owner property or Equipment and shall be responsible for any costs or liabilities arising from any liens. Upon Owner's request, Contractor shall obtain, without additional cost to Owner, a bond satisfactory to Owner to indemnify Owner against such liens and charges.

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39. DISPUTE RESOLUTION; NEGOTIATION; MEDIATION; ARBITRATION.

39.1 The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives with authority to settle the dispute and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any party may give the other written notice of any dispute, which notice shall include a summary of that party's position and the name and title of the executive who will be representing that party. Within twenty (20) days after delivery of the notice, unless otherwise agreed, the receiving party shall respond with a summary of that party's position and the name and title of the executive who will represent that party. Within forty-five (45) days after the initial notice, unless otherwise agreed, the Parties' executives shall meet at a mutually acceptable time and place to attempt to resolve the dispute. All reasonable requests for information, essential to a matter of import in the dispute, made by one party to the other in support of the negotiation will be honored, and all negotiations pursuant to this Article 39 shall be confidential and treated as compromise and settlement negotiations.

39.2 If the dispute has not been resolved by negotiation within sixty (60) days after the disputing party's notice, or if the Parties failed to meet or arrange to meet with sixty (60) days, unless otherwise agreed, the Parties shall proceed to mediation under the then current CPR Mediation Procedure, and, unless otherwise agreed, will select a mediator from the CPR Panels of Distinguished Neutrals.

39.3 Any dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof, that has not been resolved by a non-binding procedure as provided herein within ninety (90) days of the initiation of such procedure, unless otherwise agreed, shall be finally resolved by arbitration in accordance with the then current CPR Non-Administered Arbitration Rules or, at Owners option, the then current CPR Administered Arbitration Rules. The Parties may mutually agree to arbitration in accordance with the then current CPR Expedited Arbitration Rules for disputes involving amounts in the aggregate under Three Million Dollars ($3,000,000). Disputes involving amounts in the aggregate equal to or greater than Three Million Dollars ($3,000,000) shall be decided by three arbitrators, unless the Parties mutually agree to a decision by fewer than three arbitrators. The selection of a single arbitrator shall be in accordance with Rule 5.3. the selection of three arbitrators shall be in accordance with the "screened" appointment procedure provided in CPR Rule 5.4, with each Party selecting one arbitrator and the third arbitrator, who will serve as the panel chair, will be selected pursuant to CPR Rule 6. Unless otherwise mutually agreed, the arbitrators shall be selected from the CPR Panels of Distinguished Neutrals. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. Unless otherwise agreed to by the parties, the place of arbitration shall be at Owner's option, Hartford, Connecticut, Manchester, New Hampshire or Boston, Massachusetts

39.4 Any award or determination made by the arbitrator(s) shall be subject to the limitations of liability set forth in this Agreement. The arbitrator(s) are not empowered to award damages in excess of compensatory damages and each party expressly waives and foregoes any right to punitive, exemplary or similar damages unless a statute requires that compensatory damages be increased in a specified manner. Each Party shall be responsible for its own costs and expenses, including attorney's fees. Unless otherwise directed in writing by Owner and to the extent permitted by law, Contractor shall continue performance of the Work in compliance with the Agreement notwithstanding the existence of any Dispute between the Parties. Nothing herein shall prejudice, impair or otherwise prevent Owner from receiving equitable relief pending the conclusion of any mediation and/or arbitration proceeding.

39.5 Each Party will proceed in good faith to conclude the arbitration proceeding as quickly, efficiently, and cost-effectively as reasonably possible. If a party refuses to participate in an arbitration proceeding as required by this Agreement, the other party may petition any governmental authority

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having proper jurisdiction for an order directing the refusing Party to participate in the arbitration proceeding. All costs and expenses incurred by the petitioning Party in enforcing such participation will be paid for by the refusing Party. The parties hereby consent to the exclusive jurisdiction of the courts of the State of Connecticut, State of New Hampshire or the Commonwealth of Massachusetts for enforcement of all arbitration procedures pursuant to this Article 39 and any other legal proceedings arising out of or relating to the Agreement and the transactions contemplated hereby.

40. ADVERTISING.

Unless authorized in writing by Owner or except as required by applicable law, Contractor shall not engage in any advertising, publicity or other promotional activity which directly or indirectly mentions or refers to the relationship between the parties or the Work furnished under the Agreement.

41. BINDING EFFECT; ASSIGNMENT.

The Agreement shall be binding upon the parties and their respective successors and permitted assigns. Owner may assign this Agreement to any Affiliate of Owner. Contractor is not authorized to and shall not directly or indirectly (through an equity sale, merger or other transaction) sell, assign or otherwise transfer the Agreement, in whole or in part, or any of the Work to be performed hereunder, without the prior written consent of Owner, which may be granted or withheld in Owner's sole discretion. Without waiving any rights and remedies Owner may have against Contractor, upon discovering that Contractor has purported to sell, assign or otherwise transfer, in whole or in part, the Agreement or any of the Work to be performed, without the Owner's prior written consent, Owner may, at its sole option and in its sole discretion, deem such action to be binding and enforceable against such assignee, successor, or transferee, or may deem such action to be null, void, and of no force or effect.

42. WAIVERS.

The waiver by any party of a breach of and/or other non-compliance with any provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach or non-compliance.

43. APPLICABLE LAW.

43.1. The Agreement and the rights and duties of the parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the State of Connecticut, without regard to its principles of conflicts of law *provided* that if the Site is located entirely outside of the State of Connecticut, then the Law of the State/Commonwealth where the Site is located (and where the Work is performed) may govern certain aspects of the enforcement of the rights and remedies of Owner (including legal process and procedure) with respect to such Work.

44. NOTICES; DEMANDS.

All notices required under the Agreement shall be in writing and shall be deemed to be given when received upon personal delivery, or if mailed, as of the date indicated on the receipt document provided by the mail carrier, if so delivered or if so mailed (a) with respect to Owner, to the individual set forth on the "Direct Inquiries" line on Owner's Order at the address set forth thereon; or (b) with respect to each of the Owner's Representative, Contractor or the Contractor's Representative, to the applicable individual set forth in the Special Terms and Conditions, at the address of such individual set forth thereon, unless otherwise indicated in the Agreement.

45. RIGHT TO AUDIT.

Owner shall have the right to inspect and audit all of Contractor's and any Subcontractor's books, records, correspondence, receipts, vouchers and memoranda relating to or affecting the Agreement. Contractor shall provide for such right to audit by Owner in all contracts with Subcontractors relating to the Work or the Agreement.

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46. DOCUMENT RETENTION.

Except as set forth in Section 6.5 "INFORMATION", Article 3534 "CONFIDENTIAL INFORMATION" and below in this Article 46, all Information shall remain the exclusive property of Owner, regardless of where it is stored. Contractor shall preserve Owner's Information in its care, custody or control for a period of six (6) years following Final Acceptance of the Work or return such Information to Owner in a form acceptable to Owner. Contractor shall not destroy any such Owner Information prior to the expiration of such six (6) year period absent Owner's prior written consent. Owner reserves the right to access such Owner Information at any time while such Information is in Contractor's possession and such Information shall be provided to Owner on a timely basis whenever requested, regardless of whether such requests are for audits, regulatory or legal proceedings such as lawsuits or arbitrations. Any Owner Information in Contractor's possession shall be disclosed to third parties only as necessary to comply with applicable laws and government orders or requests so long as Owner receives advance written notice of such disclosure and an opportunity to contest such requests. Contractor agrees to access Information in its possession only for the purposes of performing the Work and to operate or maintain its information systems and will take appropriate and Owner approved measures and precautions to protect against unauthorized access or disclosure. Contractor agrees for itself, and on behalf of any Subcontractor, to (a) access Owner Information in its, or in any Subcontractor's, possession only for the purpose of performing the Work on a Project, and (b) operate, maintain and/or take appropriate and Owner-approved measures and precautions to protect its information systems against unauthorized access or disclosure of Owner Information. Contractor shall be responsible for ensuring that Owner Information is protected from damage and/or loss while in the care, custody or control of Contractor and/or any Subcontractor, including making backups of Information and using disaster recovery best practices for any computer systems used to store Information. Owner reserves the right to audit Contractor to ensure such Information is managed in accordance with this Article 46. The foregoing obligations and restrictions regarding disclosure of Information in this Article 46 shall not apply to Contractor's Confidential Information, which shall be governed by Article 34 "CONFIDENTIAL INFORMATION" The provisions of this Article shall survive the termination of the Agreement and shall bind the parties and their successors and assigns.

47. SUPPLIER DIVERSITY AND SUBCONTRACTING PLAN.

47.1. Owner fully supports the government's policies of ensuring that Small Disadvantaged Businesses (SDB), Women-Owned Small Businesses (WOSB), Service-Disabled Veteran-Owned Small Businesses (SDVOSB), Veteran-Owned Small Businesses (VOSB) and Businesses Located in and qualified as Historically Underutilized Business Zones (HUBZone) have maximum practicable opportunity to compete for contracts and subcontracts. Owner has and will continue to commit to filing annual subcontracting plans regarding the utilization of SDB, WOSB, SDVOSB, VOSB and HUBZone as contractors and subcontractors in accordance with Federal Acquisition Regulation (FAR) 52.219.

47.2. For all Work awarded to Contractor as a subcontractor under Owner's government contracts pursuant to FAR 19.704, Subcontracting Plan Requirements, and FAR Clause 52.219-9, Small Business Subcontracting Plan, Contractor shall be required to submit data and/or subcontracting plans regarding Contractor's utilization and intended utilization of such SB, SDB, WOSB, SDVOSB, VOSB and HUBZone during the term of the Agreement for such work as follows:

Eversource Energy; Manager of Supplier Diversity Program; Procurement Department; P.O. Box 270; Hartford, CT 06141-0270.

Contractor may be required to submit data and/or subcontracting plans upon request. Contractor shall supply requested documentation to Owner within a reasonable time after the request is made (but in no event more than fifteen (15) days after the request) and shall comply with such plan in performing the Work to the maximum practicable effort.

47.3. The text of FAR 52.219 may be accessed electronically at the following address: https://www.acquisition.gov/far/. To the extent applicable to Work performed pursuant to a federal

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government Agreement, this Article 47 incorporates one or more clauses by reference, with the same force and effect as if they were given in full text.

48. PRIORITY OF DOCUMENTS.

In the event of any conflict, inconsistency or ambiguity between or among the Agreement documents, the order of priority shall be: as follows, except as otherwise designated in advance and in writing by Owner: (1) Owner's Order; (2) Special Terms and Conditions (if any); (3) these General Terms and Conditions; (4) Specifications; and (5) any remaining documents referred to in the Agreement documents. The provisions of change orders and other changes, amendments, deletions, additions or other alterations to Agreement documents shall have the priority of the applicable Agreement documents to which they relate. In the absence of written direction from Owner to the contrary, the more/most stringent requirement of the Information included in the Specifications shall be deemed to apply in the event of any inconsistency, conflict, or ambiguity between or among two or more requirements therein.

49. SEVERABILITY.

In the event that any provision of the Agreement is deemed invalid or unenforceable, it shall be modified to the extent necessary to make it valid and enforceable. The remaining provisions of the Agreement shall remain fully enforceable notwithstanding the unenforceability of any individual provision.

50. FINANCIALS.

Upon written request by Owner, Contractor shall furnish the Owner, the Contractor's financial statements, including the accompanying notes thereto, for the immediately preceding quarter or fiscal year, as Owner requests, throughout the term of this Agreement. Such financial statements shall be prepared and certified internally by the chief financial officer of the Contractor and shall be reviewed annually by an independent certified public accountant hired by Contractor. All such non-public financial information shall be considered Contractor's Confidential Information.

51. PERFORMANCE ASSURANCE AND/OR LIQUIDATED DAMAGES.

51.1 Owner may require prior to the signing of the Agreement that Contractor provides performance assurance in favor of Owner with respect to all or any portion of the Work, in an amount and form and from an issuer satisfactory to Owner. Unless otherwise specified by Owner, such performance assurance shall remain in effect until the expiration of the warranty period for the applicable Work. In Owner's sole and exclusive discretion, Contractor shall increase the amount available to Owner on account of such then outstanding performance assurance within ten (10) days after written notice to Contractor. The Agreement compensation shall include Contractor's cost of procuring such performance assurance, but shall not include any cost for Contractor's extension of such performance assurance due to failure of Contractor to complete Work in accordance with the applicable Work schedule.

51.2 Owner reserves the right to supplement these terms and conditions with provisions regarding liquidated damages as stated or referenced in the Order.

52. NO GIFTS OR INDUCEMENTS.

Contractor warrants and represents to Owner that neither it nor its Contractor Resources have either provided or offered to provide any gifts, payments, or other inducements to any officer, employee or agent of Owner for any purpose. Contractor shall not provide or offer any gifts, payments, or other inducements to any officer, employee or agent of Owner for any purpose and shall ensure that no employee or agent of Contractor offers any such gifts, payments or inducements. Contractor also represents and warrants to Owner that it and its Contractor Resources has neither provided nor offered to provide any gifts, payments, or other inducements to any government official, employee or agent in violation of any laws or regulations, including the Foreign Corrupt Practices Act.

53. MOONLIGHTING RESTRICTION.

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Contractor shall neither employ, nor knowingly permit subcontractors to employ, Owner employees to perform the Work while the employees are employed by Owner.

54. CONFLICTS OF INTEREST

Contractor shall disclose to Owner any potential conflict of interest between the Contractor and Owner, and receive written permission from Owner prior to entering into any business transactions. Examples may include: 1) Contractor who has business or non-business relationships with Owner employees who can make decisions impacting Contractor's business; 2) Owner employees or their family members who have an ownership interest in Contractor's business; or (3) Contractor employees or their family members who serve as an officer, director, employee, agent or consultant of Owner or any Owner Affiliate. This policy also applies to any Subcontractor of Contractor who performs Work.

55. RESERVED.

56. APPLICABLE TO EMERGENCY RESPONSE WORK .

56.1 For purposes of this Article 55, the following capitalized terms shall have the meanings set forth below:

56.1.1 "Emergency" means any emergency event expected by Owner or declared by Owner (whether or not such event is declared an emergency by any governmental authority), including stormy weather or other adverse weather conditions that are forecasted to occur or have occurred, that causes, or may cause, damage, interruption, impact or unplanned outages to all or a portion of Owner's utility system. An Emergency does not constitute an event of Force Majeure under the Agreement.

56.1.2 "Emergency Response Work" means Emergency-related Work to be provided by Contractor pursuant to each Emergency Response Work Release, as specified by Owner. Subject to the terms of this Article 55, Emergency Response Work is included within the definition of "Work".

56.1.3 "Emergency Response Work Protocols" means Owner's Emergency Response Work protocols and work standards, procedures and manuals, including Owner's Emergency Storm Restoration Safety Guideline provided to or made available to Contractor, as may be modified from time to time by Owner.

56.1.4 "Emergency Response Work Release" means each release for Emergency Response Work pursuant to an oral communication (i.e., by telephone or in person) or written (i.e., by email, fax or other documentation, in whatever form) issued and/or approved by Owner for Emergency Response Work, in each case under the Purchase Order, and in the form and on such terms determined by Owner in good faith. Contractor's commencement of Emergency Response Work awarded to it by Owner pursuant to each Release shall constitute Contractor's acceptance of all of the provisions of the applicable Release.

56.2 Contractor agrees to provide accurate and complete Information requested by Owner, including Contractor Resources, contact, and other information, in compliance with Owner's processes and procedures, for Emergency Response Work. Contractor shall provide the Information in the **Emergency Response Contractor Profile Form**, and comply with Owner procedures and processes to maintain and update such information,

56.3 In the event of an Emergency, upon Owner's request for information regarding the availability of Contactor Resources and equipment for Emergency Response Work, Contractor shall promptly

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respond and provide such information within two (2) hours of Owner's request and make a good faith effort to make available such Resources and equipment.

56.4 Upon Owner's issuance of an Emergency Response Work Release, Contractor shall provide qualified and trained Resources and equipment that Contractor has committed to deploy, in a timely fashion, time being of the essence. Contractor shall comply with Emergency Response Work Protocols, and if applicable, furnish Contractor Resources with Personal Protective Equipment (PPE) and tools necessary to perform the Emergency Response Work. If requested by Owner, Contractor Resources shall use any and all field technology provided by Owner in connection with Emergency Response Work, including GPS and wireless communication devices; and upon request and upon completion of the Emergency Response Work, return all Owner supplied equipment, tools, instruments and technology. Contractor shall be charged for any such Owner provided items not returned. Except as otherwise agreed to in writing by Owner, compensation for Emergency Response Work shall be in accordance with the Agreement rates for Work.

57. INTERPRETATION AND CAPTIONS.

The parties acknowledge that (a) they are of equal bargaining strength and have jointly participated in the preparation of theAgreement; and (b) any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of the Agreement, any portion thereof, or any amendments thereto. The captions for the Sections and Articles contained in the Agreement have been inserted for convenience only and form no part of the Agreement and shall not be deemed to affect the meaning or construction of any covenants, agreements, conditions or terms of the Contract.

58. SURVIVAL.

All agreements, representations, warranties and covenants made by a party to the Agreement and in the certificates or other documents delivered by a party pursuant to the Agreement shall be considered to have been relied upon by the other party and shall survive Final Acceptance of the Work hereunder. All requirements, terms, conditions and provisions that by their nature are incapable of being fully performed within the period of performance hereof shall survive cancellation, termination or expiration of the Agreement, including, all of Contractor's non-disclosure obligations, warranties, and indemnities for the benefit of Owner.

59. COMPLETE AGREEMENT.

The Agreement shall constitute the complete agreement between the parties. All prior communications, whether oral or written, shall be superseded by the Agreement and shall not bind the parties. No change to the Agreement shall be binding upon the parties unless made in writing and signed by both parties.

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EXHIBIT C
Owner Emergency Response Work - Contractor Profile Input Form

Section	Data Field	Contractor Information
Contractor Information	Contracting Area	National
	Service Provided	T&D Restoration-Overhead/Underground EHV
	Contractor Name	Support Operations Services
	Contractor Address 1	16055 Space Center Blvd.
	Contractor Address 2	Suite 500
	Contractor City	Houston
	Contractor State	Texas
	Contractor Zip	77062
Primary Contact Information	Last Name	Mickalson
	First Name	Toby
	Title	SVP
	Office Phone	346-377-1850
	Mobile Phone	346-377-1850
	Alternative Phone	480-245-7200
	Fax	N/A
	Email	Toby.mickalson@mastec.com
Secondary Contact Information	Last Name	Jackson
	First Name	Steve
	Title	Director Of Operations
	Office Phone	203-232-4412
	Mobile Phone	203-232-4412
	Alternative Phone	480-245-7200
	Fax	N/A
	Email	Steve.jackson@mastec.com
Billing Contact Information	Last Name	Holmes
	First Name	Jennifer
	Title	Project Accountant
	Office Phone	281-480-4600 Ext 279
	Mobile Phone	281-798-9335
	Alternative Phone	N/A
	Fax	N/A
	Email	Jennifer.holmes@mastec.com
Resource Information	Deployment Location	Several-Variable, Chicago, Charlotte, Detroit, Miami, NJ.
	Labor - Total head count	1000+
	Equipment - General description and quantity of equipment available (include fuel type requirements: gas, diesel, etc)	Gas and Diesel, over 10,000 pieces of equipment specific for EHV T&D
	Crew size - number of persons & equipment per crew	Variable
	How are crews managed?	General Foreman for 5 crews
	Are you available 24x7?	Yes
	If no, please specify hours of operation.	
	Comments	

REDACTED

EVERSOURCE ENERGY RIGHT OF FIRST REFUSAL (ROFR)

Statement of Work

Abstract

Statement of Work (referred to as "SOW") is subject to and entered into pursuant to the General Terms and Conditions dated (TBD), between Eversource Energy Service Company ("EVERSOURCE") and (Contractor Company)

[redacted]

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1.Right of First Refusal Statement of Work

Right of First Refusal: This agreement gives Eversource the right to enter into a storm agreement with agreed upon resource requirements during an emergency response with a (Support Operations Services, LLC) before other investor-owned utilities can. If Eversource, with this right, declines to enter into a transaction, the (Support Operations Services, LLC)) is free to entertain other offers from investor-owned utilities during emergency response events.

This Right of First Refusal Statement of Work, effective the August 9, 2022), (referred to as "SOW") is subject to and entered into pursuant to the General Terms and Conditions dated (August 9, 2022) between Eversource Energy Service Company ("EVERSOURCE") and (Support Operations Services, LLC)) ("Contractor").

2.Agreement Name

Eversource Energy Right of First Refusal (ROFR)

3.Agreement Overview

(Support Operations Services, LLC)) will give Eversource the Right of First Refusal for up to (1,000) Full Time Equivalent (FTE) Line workers equating to (500 #) of crews.

- The (80 #) crews will be on-site ready to work in the Eversource Service territory within 24 hours of Eversource activating (Support Operations Services, LLC)).
- The (420 #) crews will be on-site ready to work in the Eversource Service territory within 48 hours of Eversource activating (Support Operations Services, LLC)).

As part of the RoFR Agreement Eversource agrees to pay (1,000#) FTE mentioned above for three days of storm Labor.

4.Definitions

Full Time Equivalent (FTE):

a unit to measure for line workers employed in a way that makes them comparable although they may work a different number of hours per week

Crew:

Acceptable crew composition is defined below:

- Overhead Crew with 1 bucket and maximum of 2 Workers, with at least 1 of the 2 workers being a qualified lineman at minimum.
- Overhead Crew with 1 Bucket, 1 Digger, & 2 -3 Workers (minimum 1 Journeyman Lineman - JL)
- Overhead Crew with 2 Buckets, and 3 Workers (minimum 2 JLs)
- Overhead Crew with 2 Buckets, 1 Digger, and 3 Workers (minimum 2JLs)

Ready to work:

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Crews are rested and ready to commit labor for a full 16-hour shift wherever they are directed within the Eversource Service Territory

Three days of storm labor:
Three consecutive 16-hour shifts which begins based on the provided ready to work time in official hiring email, this includes travel time to provided Eversource location identified in your hiring email. When the first bucket begins to roll, that's when the start time begins. Reference service agreements for rate details.

Contractor RoFR Notification:
This documented notification to Eversource from the contractor requires the contractor to provide proof of a bona fide offer from another investor-owned utility that has requested the used of said contractors' resources in support of a restoration event. Utility must be identified with number of resources being requested within documented notification Eversource response window is then activated.

Eversource Response Window:
A 2-hour timeframe starting upon the Contractor RoFR Notification, in which Eversource must approve or reject Contractor to work under a RoFR agreement for storm event

Hiring Notification:
Documented hiring email notifying Contractor of activation that includes detailed instructions and documentation of the required RoFR storm support

Approved Contractor RoFR Point of Contact (POC):
Identified person(s) approved to submit a Contractor RoFR Notification message to Eversource that triggers the Eversource Response Window.

Eversource Resource Support Group (ERSG):
Group within Eversource that provides hiring notification to approved Contractor RoFR POC triggering the RoFR agreement to take effect and documents the start of the three days of storm labor.

ARIBA: Cloud-based procurement, spend management and supply chain system that enable Contractors to unload invoices for Eversource payment digitally. Contractor shall use ARIBA for the upload and processing of invoices.

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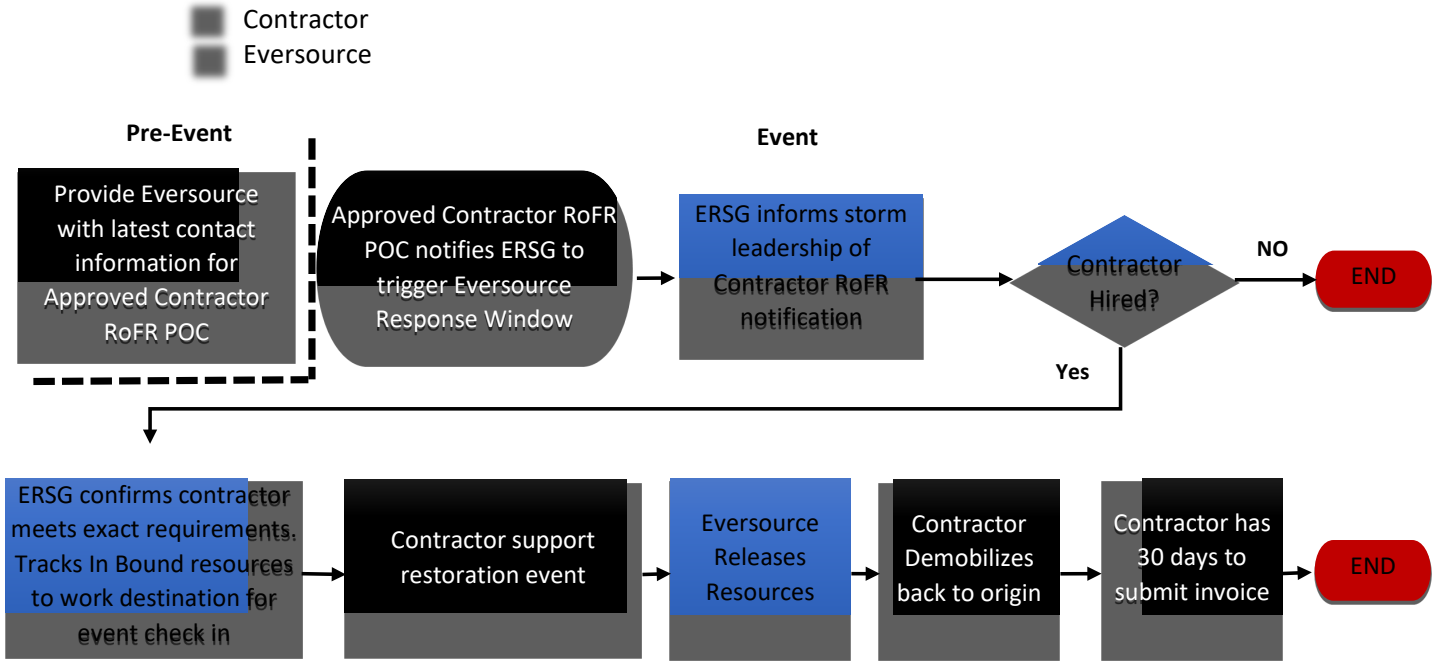
5. Detailed Agreement Process Diagram



6. Agreement Responsibilities

This section articulates the roles and responsibilities of (Support Operations Services, LLC)) and EVERSOURCE throughout the Agreement as specified in this SOW.

6.1 Contractor Responsibilities

(Support Operations Services, LLC)) will be responsible for the following:

- Provide only crews and equipment asked and agreed to through confirmation email
- Providing total (1,000 #) FTE Line workers
  - Within 24 hours: (80 #) Crews
  - Within 48 hours: (420 #) Crews
- Provide updated approved Contractor RoFR POC Information to ERSG
- Notify ERSG of changes to approved Contractor RoFR POC
- Provide Contractor RoFR Notification when your resources are being requested by other IOUs, Contractor RoFR Notification must include:
  - IOU requesting the resources
  - Number they are requesting to secure
- Confirm the receipt of hiring notification formally triggering the three days of storm labor

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- Ensure Contractor company name is displayed on vehicle door through signage or temporary magnetic sign for sub-contractors.
- File invoices using approved purchase order number provided by Eversource within 30-day post event demobilization

6.2 Eversource Responsibilities

EVERSOURCE will be responsible for the following:

- Provide Purchase Order Number for invoicing
- Make specific request for number and type of crews and equipment, I.E. Buckets, Diggers, off-road
- Approve or reject Contractor RoFR Notification within 2 hours of alert
- Provide documented detailed hiring letter upon Contractor RoFR Notification approval
- Provides start times and locations to crews
- Provide external field resource coordination representative to hired crews
- Guarantee three days of storm labor
- Provide all onboarding training and required event safety training upon storm hiring
- Provide pre-vent training as needed i.e., timesheet, roster, and software tool training as needed
- Provide exacting equipment and FTE requirements
- ERSG approves and or rejects equipment listed in roster

7. Training

- EVERSOURCE will provide incident on boarding briefings upon hiring to include roster, safety, and event specific on-board brief
- EVERSOURCE will provide training pre-event on timesheets, roster completion, invoicing, and event tools as needed

8. Communication Plan

- (Support Operations Services, LLC)) will provide approved Contractor RoFR Point of Contact as the sole contact point to submit a Contractor RoFR Notification to the Eversource Resource Support Group
- Eversource Resource Support Group will notify Eversource leadership of Contractor RoFR Notification and attain a response within 2 hours
- Eversource Resource Support Group will communicate approval or rejection of Contractor RoFR Notification
- If Hired Eversource Resource Support Group will provide Hiring Notification to (Support Operations Services, LLC))
- (Support Operations Services, LLC)) will acknowledge hiring email and return required documentation to Eversource Resource Support Group

8.1 Agreement Governance

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The primary points of contact between EVERSOURCE and (Support Operations Services, LLC)) shall be the respective Eversource Sourcing Agent and identified agreement point of contact.

8.2 EVERSOURCE Agreement Personnel

The Agreement shall be staffed with a core agreement team. Additional personnel shall be assigned to work under the direction of the core team as required to effectively implement the solution(s).

Role	Skill Level
Contractor Leadership	Contractor leadership/Agreement Point of Contact
Approved Contractor RoFR Point of Contact	Contractor Response Coordination

8.3 EVERSOURCE's Resources

Role	Skill Level
Eversource Resource Support Group	Crew Hiring
Procurement Sourcing Agent	Agreement Management
Procurement Leadership	Procurement /Sourcing Agent
Emergency Preparedness Leadership	Emergency Preparedness Organizational Response and Management

8.4 Change Management Process

Changes in scope will be managed by a formal change management process that will address changes in scope, schedule, and dollars. Changes in scope will be subject to written approval by Eversource and (Support Operations Services, LLC)). The Parties may mutually agree to offset the requested scope addition with a corresponding scope reduction.

Any changes that may arise in agreement will be documented using a change order

9. Term of the SOW

Three years, renewable for up to two more years exercised annually, subject to review and mutually agreeable amendments after the first Three months in each term

10. Rates

No upfront costs, with activated crews billed as agreed upon ERP rates between Eversource and (Support Operations Services, LLC)) See the following for agreed upon ERP rates between Eversource and (Support Operations Services, LLC)) for more details:

- **Cover Agreement Emergency Response Electric Utility Services and Response Commitment**

REDACTED

11. Out of Scope

Any change of direction not outlined in this scope of work pertaining to emergency response activation and hiring. Any additional emergency response work not listed in this SOW.

12. Assumptions

EVERSOURCE Energy makes the following pricing assumptions and clarifications in performing this work:

- All personnel being provided to Eversource are qualified in their role
- (Support Operations Services, LLC)) will still be willing to provide emergency response work outside of RoFR agreement if (Support Operations Services, LLC)) is not contacted by an IOU for an event, hence not trigging this RoFR agreement to take effect

REDACTED

Appendix A

EVERSOURCE **CREW ROSTER** V7.91g

Validate & Submit

Contractor Name

Please pick your name from the dropdown. If your company name is not on the list, please select *** NOT ON THE LIST***

Contractor Contact Information

Contact Type	Contact Role Description	Name (First MI. Last)	Phone (###-###-####)	Email
Company Contact	Contact supplying resources and Crew Roster on behalf of this company. Can be contacted with question.			
Crew Contact	Person traveling with crews that Eversource can contact for crew status.			
Event Notifications	Person to receive event related notifications such as lodging and meals. (This can be the same person for Crew Contact.)			

	City	State	ETA (Date & Time)	Month	Date	Year	Hour : Minute	AM/PM
Leaving From								

Contractor Crew Details

Crew Type	Crew ID	First Name	M	Last Name	Phone Number	Member Type	Lodging Needed	Lodging Room	Gender	Vehicle Type	Vehicle Plate	Supervisor Name	Supervisor Phone Number

REDACTED

SECONDARY SERVICES

SCHEDULE A =- Contractor Billing Rates - Labor

Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for the term of this Agreement.

EFFECTIVE DATE RANGE

START: 01/09/2024 **END: 08/31/2024**

Title	Straight Time Rate	Travel/Standby Response Rate	Emergency Response Working Rate (includes Holidays & Sundays)	Travel per diem Lodging	Travel per diem Meals
General Foreman	[redacted]				
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					

REDACTED

PRIMARY SERVICES

SCHEDULE A =- Contractor Billing Rates - Labor

Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for the term of this Agreement.

EFFECTIVE DATE RANGE

START: 01/09/2024 **END: 08/31/2024**

Title	Straight Time Rate	Travel/Standby Response Rate	Emergency Response Working Rate (includes Holidays & Sundays)	Travel per diem Lodging	Travel per diem Meals
General Foreman	[redacted]				
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					

REDACTED

TRANSMISSION LINE RATES

SCHEDULE A =- Contractor Billing Rates - Labor					
Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel shall be in effect for the term of this Agreement.					
EFFECTIVE DATE RANGE					
START: 01/09/2024			**END: 08/31/2024**		
Title	**Straight Time Rate**	**Travel/Standby Response Rate**	**Emergency Response Working Rate (includes Holidays & Sundays)**	**Travel per diem Lodging**	**Travel per diem Meals**
General Foreman	[redacted]				
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					

REDACTED

EQUIPMENT RATES

SCHEDULE A - Contractor Billing Rates - Equipment	
Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for the term of this Agreement.	
EFFECTIVE DATE RANGE	
START: 01/09/2024	**END: 08/31/2024**
Equipment	**Rate**
1/2 ton pick-up truck 2 x 4	[redacted]
1/2 ton pick-up truck 4 x 4	
10 Ton Trailer	
3/4 Ton Pick-up Truck - 4 wheel drive	
9 Ton 3x1 Trailer	
Air Compressor	
Air Compressor with Tools	
ATV with pull behind trailer	
Boom Truck	
Bucket - Squirt Boom	
Bucket Truck - 55 ML	
Bucket Truck - 55MH	
Bucket Truck - 65 ft	
Bulldozer - Small	
Compressor 850 CFM	
Digger (Corner Mounted)	
Digger Derrick	
Dump Truck	
Flatbed Truck	
Lift Gate Material Truck	
Material Trailer	
Pole Trailer	
Rack Truck - Large	
Rock Drill with truck	
Single Arbor Trailer	
Utility Truck - 1 Ton	
Wire Puller Tensioner	
Wire Trailer	
Lowboy Trailer	
Command Center	
Semi-Tractor	
Support Trailer	
Backyard Machine	

REDACTED

COVER AGREEMENT
EVERSOURCE ENERGY SERVICE COMPANY
AND
Sparks Energy, Inc
FOR
EMERGENCY RESPONSE ELECTRIC UTILITY SERVICES AND RESOURCE COMMITMENT

This Cover Agreement for Emergency Response Electric Utility Services and Resource Commitment ("Agreement") dated as of **August 9, 2022** (the "Effective Date"), combined with all other Agreement Documents identified below, constitutes the complete agreement (the "Agreement") between EVERSOURCE ENERGY SERVICE COMPANY, as agent for its affiliates ordering Emergency Response Work from Contractor ("Owner"), and Sparks Energy, Inc ("Contractor"), a Delaware Corporation with offices at 1370 Kirby Bridge Road, Danville, AL 35619, for Contractor's performance of Emergency Response Work (as defined below).

THE AGREEMENT INCLUDES THIS COVER AGREEMENT AND THE DOCUMENTS LISTED BELOW, WHICH ARE ATTACHED HERETO AND MADE A PART HEREOF, AND ALL OTHER DOCUMENTS REFERENCED IN SUCH DOCUMENTS.

- **Purchase Order/Contract (Excluding Terms and Conditions Printed on Reverse Side)**
- **Exhibit A: Emergency Response Work Pricing Schedule**
  - **Schedule A(1) : ERW Rate Schedule for:**
    - **Primary Services**
    - **Secondary Services**
    - **Transmission Services**
    - **Equipment**
- **Exhibit B: General Terms and Conditions ("GTCs") Utility Services Rev 19 dated 01/21/20**
- **Exhibit C: Emergency Response Contractor Profile Form**
- **Exhibit D: Eversource Energy Right of First Refusal (ROFR) Statement of Work**
- **Appendix A: Eversource – External Crew Roster**

I. DEFINED TERMS; INTERPRETATION

Capitalized terms used in the Agreement have the meaning given in the applicable document forming a part of the Agreement, including the Pricing Schedule, as well as Utility Services General Terms and Conditions ("GTCs"). For purposes of the Agreement, the definition of Equipment shall include all equipment and mobile equipment, including automobiles, trucks, vans, tractors, trailers, carts, flatbeds, and any other type of rolling stock provided by Contractor for use in the performance of Emergency Response Work. The terms "include(s)," "included" and "including," as well as any variations thereof, are used without limitation.

For purposes of this Agreement (consistent with GTCs), the following capitalized terms shall have the meanings set forth below:

"Emergency" means any emergency event expected by Owner or declared by Owner (whether or not such event is declared an emergency by any governmental authority), including stormy weather or other adverse weather conditions that are forecasted to occur or have occurred, that causes, or may cause, damage, interruption, impact or unplanned outages to all or a portion of Owner's affiliates' utility systems. An Emergency does not constitute an event of Force Majeure under the Agreement.

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"Emergency Response Work" means Emergency-related Work to be provided by Contractor pursuant to each Emergency Response Work Release, as specified by Owner. Emergency Response Work is included within the definition of "Work".
"Emergency Response Work Protocols" means Owner's Emergency Response Work protocols and work standards, procedures and manuals, including Owner's Emergency Storm Restoration Safety Guideline provided to or made available to Contractor, as may be modified from time to time by Owner.

"Emergency Response Work Release" means each release for Emergency Response Work pursuant to an oral communication (i.e., by telephone or in person) or written (i.e., by email, fax or other documentation, in whatever form) issued and/or approved by Owner for Emergency Response Work, in each case under the Order, and in the form and on such terms determined by Owner in good faith. Contractor's commencement of Emergency Response Work awarded to it by Owner pursuant to each Release shall constitute Contractor's acceptance of all of the provisions of the applicable Release.

II. PRIORITY OF DOCUMENTS

Notwithstanding anything to the contrary set forth in the Agreement, if the provisions of this Cover Agreement are inconsistent with or conflict with the provisions of the GTCs, the terms of this Cover Agreement shall control. If the GTCs apply to this Agreement, Article 48 of the GTCs is amended to provide that this Cover Agreement shall have second priority among the Contract documents, behind the Purchase Order (and any Emergency Response Work Releases thereunder) but greater priority than the Special Terms and Conditions (if any) and the other Contract documents. This Cover Agreement replaces the Right of First Refusal Retainer Agreement previously executed between Contractor and Eversource dated 3/8/21 which is hereby terminated.

III. TERM OF THE CONTRACT

The Contract shall be in effect for the periods specified in Purchase Order/ Contract, and shall be automatically renewed for successive one (1) year periods unless Owner notifies Contractor, in writing, at least sixty (60) calendar days before the end of the initial term or the end of any one (1) year renewal term, as the case may be, that Owner elects not to renew the Contract. Upon Owner's delivery of such non-renewal notice to Contractor, this Contract shall terminate at the end of the applicable term.

IV. SCOPE OF EMERGENCY RESPONSE WORK

Contractor shall perform and complete Emergency Response Work in accordance with the Agreement, including Owner’s Emergency Response Work Protocols. Owner may require Contractor to perform Emergency Response Work in all or any part of Owner's service territories. Contractor's commencement of Emergency Response Work awarded to it by Owner pursuant to each Emergency Response Work Release shall constitute Contractor's acceptance of all of the provisions of the applicable Emergency Response Work Release. Contractor shall be solely responsible for all means, methods, techniques and procedures for Emergency Response Work.

V. CONTRACTOR RESOURCE COMMITMENTS AND EQUIPMENT INFORMATION; RESPONSE TIME

1. Contractor shall provide Owner with emergency contact information and other information requested by Owner from time to time and, simultaneously with execution of this Cover Agreement, shall complete the Emergency Response Contractor Profile Form attached hereto as Exhibit C (“Contractor Profile”). Contractor shall keep the information in the Contractor Profile current and promptly notify Owner of any changes to the Contractor Profile in writing or using automated processes that Owner may make available from time to time.

2. Contractor hereby provides Owner with a commitment and right of first refusal for crews/FTE's/Equipment (*including Equipment and support, as requested*) as follows:

REDACTED

i. Crews/FTEs :____300_____
ii. Equipment: _____150_____

3. The foregoing shall be called the Resource Commitment ("Commitment"). In advance of or during emergency or storm events or forecasts of hazardous weather, if Owner desires a Commitment, Owner will contact Contractor as soon as reasonably practicable and notify Contractor if Owner is activating this Agreement and the number of crews/equipment Owner needs, so that Contractor may deploy any resources that are committed to Owner that Owner requests. Owner agrees to pay the standby/travel rates set forth in the attached Rate Schedule until such crews/equipment are deployed and performing Work on Owner's facilities, after which the rate schedule set forth in the applicable GTCs shall apply.

4. For any particular emergency or storm event, if Contractor receives a firm offer of work from another utility(s) that could impact the Commitment, Contractor will promptly contact the Owner's designated representative and advise Owner of the potential impact to the Commitment. Owner will have __2__ hours from notification to do one of the following:
   i. activate the crews/equipment reserved under the Commitment; or
   ii. release Contractor from the # of crews/equipment in the Commitment obligation impacted by the other customer's firm offer; or
   iii. work with Contractor to revise the Commitment for the particular event to a mutually agreeable smaller crew/equipment commitment number solely for the particular event at issue and release the remaining available crews to work for the other customer.

5. In the event that Owner does not exercise its rights to the Commitment under this Agreement and releases Contractor from all or a portion of the Commitment obligation impacted by the customer's firm offer and Contractor deploys such resources to provide Services to such other customer(s), upon completion of those Services for the other customer (and its affiliates, if applicable and requested by customer), the Commitment will apply to those resources when released by the other customer.

6. Upon Owner's request for crews under this Agreement, the Contractor will deploy the crews/equipment requested in accordance with Owner's schedule and provide the necessary paperwork to DHS (if applicable) with border crossing(s) approvals if applicable, as follows:

   i. The deployment phase shall include (#___75_____) of crews deployed to Owner's designated staging location within 12 hours of Owner's request for deployment.
   ii. Any remaining balance of crews will arrive in Owner's designated staging location within service territory within 24 hours of Owner's request.

7. Within four (4) hours after Owner's request for Contractor Crews and Equipment and information, Contractor will provide Owner with the requested information and coordinate with Owner for the deployment schedule for the Owner requested Contractor Crews and Equipment for Emergency Response Work. In addition to the Crews and Equipment subject to the Commitment, Contractor will also advise Owner any of any other available and qualified Contractor crews/equipment and if requested by Owner, provide such Contractor Crews and Equipment to Owner for Emergency Response Work.

8. If, prior to Owner's award of such Emergency Response Work to Contractor, the availability of Contractor Crews or Equipment changes, Contractor shall immediately notify Owner.

9. Contractor shall immediately confirm to Owner the amount of Contractor Crews and Equipment committed to such Emergency Response Work and provide the following information regarding the Contractor Crews and Equipment being mobilized:

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i. The number of persons available and the name, qualifications, job classification, local union affiliation and gender of each such person;
ii. The type and quantity of Equipment to be provided by Contractor;
iii. Crew information (number of crews, persons per crew, and type of Equipment assigned to each crew) Eversource – External Crew Roster (Appendix A) must be completed;
iv. The name and contact information for the on-site supervisor;
v. The name and contact information for the foreman of each work crew;
vi. The response time for mobilization of the Contractor Crews and Equipment to the Site or Owner-designated onboarding location; and
vii. Expeditiously mobilize the committed Contractor Crews and Equipment to the Site **or onboarding location designated by Owner** in accordance with the mobilization schedule specified by Owner. Contractor must notify Owner immediately if there will be any delay in deploying the requested Contractor Crews and Equipment, and in such event notify Owner in writing as to when such resources will be available and can be on Site for such Emergency Response Work;
viii. Provide at least one (1) supervisor for Contractor Crews, in addition to a foreman for each work crew; and unless defined differently in the Contract, crew will be regarded, for overhead distribution and primary, as one (1) bucket truck and two (2) qualified employees.
ix. Provide at least one English speaking crew member per crew who can translate for non-English speaking crew members.

10. In addition to complying with all other applicable provisions of the Contract, Contractor Crews performing Emergency Response Work shall:

    i. Be qualified and fit for duty (including no use of alcohol or illegal drugs, and no use of legal drugs that could adversely impact job performance).

    ii. Comply with all of Owner's Emergency Response Work Protocols; and

    iii. Not include Subcontractors or other third parties who are not employees of Contractor.

11. The Commitment means the Contractor agrees to provide the number of resources requested by Owner within the Commitment as prescribed in this Agreement to Owner for Emergency Restoration services for the length of the Emergency Restoration Event. Crews offered at Inquiry will remain available to Owner until released by Owner at the Contractor's request. In every instance Owner will determine the length of the Emergency Restoration Event.

12. The Owner retains ownership and salvage rights to all material. Return wire is to be cut up and placed in designated storage containers. Material deemed by the Owner representative as unsalvageable is to be disposed of by Contractor, at the Owner designated container.

13. Energized Conductors-The conductors involved in this contract may be energized at voltages up to 34.5kV, or higher if the Work issued involves transmission lines.

14. Terms of Engagement: All resources will remain on property until they are formally released by Owner's Management.

15. Inventory and Obtaining materials -The Contractor will sign for all material received. There will be a closing inventory when the job is completed. At no time will Contractor take any materials not authorized by the Owner representative. Contractor will be escorted to the stock area by a Owner representative.

VI. MEALS AND LODGING

REDACTED

Unless otherwise agreed in advance and in writing by Owner and Contractor, Owner will provide meals, lodging and all necessary supplies and materials for the performance of Emergency Response Work (but not tools or safety equipment or clothing) for Contractor Crews performing Emergency Response Work while they are at the Site or Owner-designated onboarding site. If it is more efficient for Contractor Crews to obtain meals that are not Owner-provided, Owner shall, if Owner or the Owner's Representative has preapproved such alternative arrangement in writing, reimburse Contractor with no markup for the reasonable cost of such meals, provided that Contractor submits itemized and signed receipts covering such expenses. No additional mark ups are allowed.

If Owner assigns lodging for Contractor's crews and any of the Contractor crews decline to stay at their assigned lodging, then any alternative lodging procured by the Contractor for such crews will be at Contractor's own expense and will not be reimbursed. Any travel time for Contractor crews to get to such alternative lodging provided by Contractor shall not be billed to Owner and will not be reimbursed.

If Owner does not provide meals and lodging, Contractor shall be compensated for meals and lodging in accordance with the applicable per diem rates set forth in the Pricing Schedule during the periods that Contractor is compensated for Contractor Crews and Equipment at the applicable Travel Time Rates set forth in the attached Pricing Schedule.

VII. EQUIPMENT AND VEHICLES

Unless otherwise agreed to in advance and in writing by Owner and Contractor, all Contractor Crews will arrive at the Site or Owner-designated onboarding site fully equipped with all tools and equipment necessary and appropriate to properly, safely and diligently perform Emergency Response Work, including all Personal Protective Equipment (PPE) and all items that are required by OSHA, federal, state or Owner safety and health regulations, including enclosed space and/or confined space entry equipment, traffic control devices, and public safety protection.

Contractor Crews mobilized for Emergency Response Work shall use any and all field technology provided by Owner in connection with such work, including GPS and wireless communications equipment. Any tools or equipment provided by Owner to Contractor Crews, including any field technology (e.g. GPS, wireless communications equipment), shall be returned to Owner upon the completion of the Emergency Response Work or otherwise as directed by Owner. Contractor will be charged for any tools or equipment not returned to Owner and/or not in good working condition.

All vehicular Equipment provided by Contractor and used by Contractor Crews shall be fully equipped and comply with all applicable state and federal laws and regulations as well as applicable safety standards, including, to the extent applicable, ANSI 92.2 2009, requiring testing of vehicles with insulated vehicle-mounted elevating and rotating aerial devices. Commercial vehicles used for Emergency Response Work must be maintained in compliance with the Federal Motor Carrier Safety Regulations (FMCSR).

Contractor Crews driving commercial vehicles must be duly trained, licensed and qualified in compliance with all applicable laws and regulations, including FMCSR.

VIII. SCHEDULE

Contractor recognizes the critical nature of Emergency Response Work and the importance to Owner of Contractor's prompt response and diligent and timely completion of all Emergency Response Work, and accordingly, time is of the essence for Contractor's response to Owner's request for information, Contractor Crews and Equipment mobilization, Contractor performance of Emergency Response Work and meeting all of Contractor's obligations under the applicable provisions of the Contract. Emergency Response Work shall begin as specified in each Emergency Response Work Release, and shall end, when the Owner has released the Contractor from restoration work by the

REDACTED

Owner's Representative. Contractor will return all material to the appropriate service center and provide completed signed time sheets.

Emergency Response Work shall be subject to any government agency mandated rest time.

IX. INVOICING AND PRICING TERMS

Contractor shall record its labor time and Equipment usage time on a daily basis using only the required timesheet form- the ERP Owner Contractor Storm Daily Time Sheet and Work Log (UNK-5008) and provide daily timesheets to the Owner's Representative for signature. Contractor shall invoice Owner upon completion of Emergency Response Work, unless such Emergency Response Work assignment extends beyond two (2) weeks, in which case Contractor may invoice Owner every two (2) weeks. Each invoice for Emergency Response Work submitted by Contractor shall be accompanied by the completed and Owner signed required time sheets and receipts for authorized expense reimbursement items for the applicable period that have been approved in writing by the Owner's Representative. Contractor shall comply with any and all reasonable requests made by Owner to expedite the invoicing process for Emergency Response Work, including the electronic submission of the completed ERP Owner Contractor Storm Daily Time Sheet and Work Log (UNK-5008) timesheets and expense receipts. Notwithstanding any conflicting provisions of Section 3.1 of the GTCs, Owner shall process and pay each correct invoice for Emergency Response Work or provide written objections to all or any portion of each disputed invoice for Emergency Response Work within sixty (60) days after receipt by Owner. Likewise, with respect to Emergency Response Work, if Owner disputes a portion of an invoice submitted by Contractor, at Owner's request Contractor shall submit a revised invoice with current date for the undisputed amount and Owner shall pay such undisputed portion within sixty (60) days after receipt thereof.

For work performed with non-union labor, the Contractor agrees that such Work will be billed at non-union labor rates. If any work involves classifications not specifically set forth in the Pricing Schedule or requires any adjustments, such rates shall be submitted to Owner for approval prior to the start of work. The Contractor shall provide revised labor billing rate schedule for all labor classifications.

All Emergency Response Work shall be invoiced at the rates set forth in the Pricing Schedule. Contractor must use ERP Owner Contractor Storm Daily Time Sheet and Work Log (UNK-5008) to track time and submit completed forms in order to receive payment.

X. OWNER'S EMERGENCY RESPONSE WORK PROTOCOLS

Contractor and all Contractor Crews shall comply with all Emergency Response Work Protocols in effect at the time Contractor Crews perform Emergency Response Work, which may be found at. www.eversource.com Eversource safety documentation will be provided during the on-boarding process.

XI. EXECUTION

This Cover Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Facsimile and portable document format (PDF) copies of signatures shall constitute original signatures.

[

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SIGNATURE PAGE TO THE COVER AGREEMENT between EVERSOURCE ENERGY SERVICE COMPANY and Sparks Energy, Inc for EMERGENCY RESPONSE ELECTRIC UTILITY SERVICES and RESOURCE COMMITMENT

IN WITNESS WHEREOF, the Parties hereby agree the terms and conditions described in the Cover Agreement are executed as of the Effective Date.

The Parties agree that the counterpart, facsimile or electronically reproduced signatures of the Parties are intended to authenticate this writing, and to have the same force and effect as manual signatures.

Sparks Energy, Inc. (CONTRACTOR)		Eversource Energy Service Company (OWNER)	
NAME	Ottis J. Sparks	NAME	[redacted]
PRINTED NAME	Ottis J. Sparks	PRINTED NAME	
TITLE	President	TITLE	Director, Procurement
DATE	09/06/2022	DATE	September 7, 2022

REDACTED

EXHIBIT A
PRICING SCHEDULE

Unless otherwise agreed to in writing by Owner, all Emergency Response Work shall be performed on a time and equipment price basis (such rates, the "Emergency Response Work Rates").

1 For purposes of this Pricing Schedule, the following capitalized terms shall have the following definitions:

"District of Service Center "refers to a Owner location where Owner and Contractors staff work to support maintenance and restoration activities.

"Receiving Center" refers to the initial reporting location for registration and safety briefings.

"Staging Areas" temporary designated locations established throughout Owner service territory which may be used to issue materials, meals, equipment parking/storage, wet fueling, lodging, safety briefings and work assignments as needed.

"Emergency Response Rates for Equipment" are the agreed rates payable for Equipment from the commencement of applicable Emergency Response Work through the termination of such Emergency Response Work, excluding when the Contractor Crews are on rest time prior to the termination of such Emergency Response Work. Equipment Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for the term of this Agreement. If Owner provides any fuel to Contractor, Contractor shall reimburse Owner for such fuel costs and at Owner's option, Owner may either invoice Contractor for such fuel costs or the cost of such fuel may be deducted from Contractor's invoice amount for Emergency Response Work.

"Standby Rates apply to labor resources only"

"Emergency Response Working Rates for Labor" are the agreed labor rates payable from the commencement of applicable Emergency Response Work through the termination of such Emergency Response Work, excluding rest time during that Emergency Response Work. Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.

"Standby Retainer Fee" is the amount paid to Contractor each calendar day they are asked and agree to go on to Standby. Once the Contractor agrees to go on to Standby, the entire Standby Retainer Fee, originally agreed to, will be paid regardless of whether or not Contractor Crews are requested to mobilize that day. The Standby Retainer Fee is equal to 8 hours straight time for every 24 hour period on standby at the Emergency Response Rates for Labor for each Contractor Labor Resource who is listed on the Standby Roster for that Standby Request. Owner will not pay the Standby Retainer Fee for any Labor Resource listed on the Standby Roster of an event who is not provided by the Contractor for that event. Owner also will not pay the Standby Retainer Fee for any Labor Resource listed on the Standby Roster of an event who is not requested by the Owner. The Standby Roster must be provided to the Owner prior to the start of the Standby Request. The Standby Retainer Fee will not include the cost associated with any Contractor Equipment. Once the contractor is activated to mobilize the mobilization rates will apply and the Standby retainer Fee will not be in effect.

"Travel Time Rates for Equipment" are the rates payable for all Equipment for the period when Contractor Crews associated with such Equipment are being compensated at the Travel Time Rates for Labor, and includes all transit costs associated with the delivery of such Equipment for the performance of Emergency Response Work, and return to the location from which the Equipment was deployed.

REDACTED

"Travel/Standby Response Rate" are the rates applicable for travel time expended by Contractor Crews located outside of Owner's service territory in which Emergency Response Work is to be performed, calculated based upon the following:

Reasonable time necessary to travel the distance from the Contractor Crews deployment location to the Site or onboarding site designated by Owner, as applicable; and

Reasonable time necessary to travel the distance from the Emergency Response Work completion location to the deployment origin of Contractor Crews.

2 Subject to the provisions of Section 4 (Rate Changes) of this Pricing Schedule, Contractor shall be compensated for Emergency Response Work performed in compliance with the Contract in accordance with the Contractor Billing Rates attached hereto as Schedule A.

3 Reimbursable Expenses: Unless otherwise agreed to in writing by Owner, all of Contractor's reimbursable expenses that are accounted for during mobilization and demobilization are at Travel per diem rates and Equipment rates as set forth per schedule A. Tolls with appropriate back up receipts will be paid as a pass thru. Contractors are not allowed to add markup for any expenses. In no event shall Owner reimburse Contractor for any expenses relating to tobacco products, alcohol, laundry, personal hygiene products or other non-Emergency Response Work-related personal expenses.

4 Rate Changes: The Contractor Billing Rates set forth in Schedule A shall be in effect for a minimum period of one year and shall not be subject to change until after the end date of the effective billing rates, as set forth in the applicable Pricing Schedule A attached hereto and as the same may be amended from time to time by mutual written agreement of the parties ("Effective Rate End Date"). If and when Contractor proposes to modify its then-applicable billing rates for the period subsequent to the Effective Rate End Date, Contractor shall provide Owner with proposed updated rates to be used for the period set forth in such proposal (which may not be for duration of less than one year). Such proposed revised billing rates shall be added to and incorporated into the Contract only upon written approval by Owner. Any dispute regarding proposed rate adjustments will be resolved in accordance with the dispute resolution process set forth in the GTCs. In the event that Contractor does not make adjustments to its rates applicable to Emergency Response Work after the applicable Effective Rate End Date, then the last Emergency Response Work Rates on file with Owner shall be used by Owner to compensate Contractor for Emergency Response Work performed after such Effective Rate End Date. No changes to the billing rates for Emergency Response Work shall be effective unless and until approved by Owner in writing.

5 Travel/Mobilization:
Travel/Mobilization shall be defined as the time Contractor crews leave the Contractor's point of origin (staging area) and arrive at the Owner's designated location, including processing at Owner receiving center if required.

Mobilization
When crews Travel to a restoration event and are requested to stand-by at the contractor's base or hotel, travel hours are paid the Travel /Standby Time Rate as outlined for the job classification in Schedule A.

Mobilization to an activated restoration event with the execution of immediate work being conducted will be paid at the Emergency Response Working Rate in Schedule A. Equipment rate applies.

REDACTED

Travel/Mobilization includes time for refueling, bathroom and food breaks and tolls. The Contractor shall submit estimated time of arrival at Owner using the Owner – External Crew Roster (Appendix A). Billing hours shall not exceed 10% of the original estimated time submitted to the Owner without an updated Owner – External Crew Roster. Any adjustments to original estimates shall require phone and written approval by the authorized agent of the Owner, and a revised Owner – External Crew Roster will be required. Estimates will be approved by Owner.

Time is of the essence; however Contractor is responsible for crew safety. Contractor shall notify Owner if they are unable to meet the estimated arrival time, for what reason, and if a new arrival time can be accepted.

Demobilization:
An official release will be issued by the Owner, exclusively. Demobilization includes notification of release by authorized Owner agent, debriefing by Owner field representative, unloading of materials and return to Contractor point of origin or release to other utility if requested. Prior to the authorized Owner representative formally releasing the Contractor, the Contractor will provide an estimate of Demobilization to the Owner Resource Management Representative.

Travel Rates will apply after demobilization.

REDACTED

SECONDARY SERVICES

SCHEDULE A =- Contractor Billing Rates - Labor					
EFFECTIVE DATE RANGE – Start: End:					
Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.	**Travel/Standby Response Rate**	**ERW Straight Time Rate**	**ERW Rate for Holidays & Sundays**	**Travel per diem Lodging**	**Travel per diem Meals**
Lead Lineman	[redacted]				
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					

REDACTED

General Foreman	[redacted]

REDACTED

PRIMARY SERVICES

SCHEDULE A =- Contractor Billing Rates - Labor *Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.*					
EFFECTIVE DATE RANGE					
START:		END:			
Title	ERW Straight Time Rate	Travel/Standby Response Rate	ERW Rate for Holidays & Sundays	Travel per diem Lodging	Travel per diem Meals
General Foreman	[redacted]				
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					

REDACTED

Groundman - experienced	[redacted]
Groundman - 1st Step	
Flagman	
Safety	
Administration	
Line Assessor	
Cut/Clear Wire Team	

TRANSMISSION LINE RATES

SCHEDULE A =- Contractor Billing Rates - Labor					
Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.					
EFFECTIVE DATE RANGE					
START:		**END:**			
Title	**ERW Straight Time Rate**	**Travel/Standby Response Rate**	**ERW Rate for Holidays & Sundays**	**Travel per diem Lodging**	**Travel per diem Meals**
General Foreman	[redacted]				
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					

REDACTED

2nd Step Apprentice	[redacted]
1st Step Apprentice	
Heavy Equipment Operator	
Material Man	
Eq Oper/Field Mech A	
Driver Groundman	
Field Mechanic B	
Field Mechanic C	
Groundman - experienced	
Groundman - 1st Step	
Flagman	
Safety	
Administration	
Line Assessor	
Cut/Clear Wire Team	

REDACTED

EQUIPMENT RATES

SCHEDULE A - Contractor Billing Rates - Equipment		
Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for Equipment deployed upon Owner's request for the term of this Agreement.		
EFFECTIVE DATE RANGE		
START: **END:**		
Equipment	**Rate**	**Travel Time Rate**
1/2 ton pick-up truck 2 x 4	[redacted]	
1/2 ton pick-up truck 4 x 4		
10 Ton Trailer		
3/4 Ton Pick-up Truck - 4 wheel drive		
9 Ton 3x1 Trailer		
Air Compressor		
Air Compressor with Tools		
ATV with pull behind trailer		
Boom Truck		
Bucket - Squirt Boom		
Bucket Truck - 55 ML		
Bucket Truck - 55MH		
Bucket Truck - 65 ft		
Bulldozer - Small		
Compressor 850 CFM		
Digger (Corner Mounted)		
Digger Derrick		
Dump Truck		
Flatbed Truck		
Lift Gate Material Truck		
Material Trailer		
Pole Trailer		
Rack Truck - Large		
Rock Drill with truck		
Single Arbor Trailer		
Utility Truck - 1 Ton		
Wire Puller Tensioner		
Wire Trailer		
Transmission Digger		
Tractor Trailer		
Bucket Truck 100-125'		
Track Mounted Bucket/Digger		

REDACTED

Fuel		Reimbursed at Cost w/ Receipts

REDACTED

EXHIBIT C
Owner Emergency Response Work - Contractor Profile Input Form

Section	Data Field	Contractor Information
Contractor Information	Contracting Area	United States
	Service Provided	Transmission & Distribution Construction Emergency Restoration Damage Assessment Secondary Restoration
	Contractor Name	Sparks Energy, Inc.
	Contractor Address 1	1370 Kirby Bridge Road
	Contractor Address 2	
	Contractor City	Danville
	Contractor State	AL
	Contractor Zip	35619
Primary Contact Information	Last Name	Sparks
	First Name	Ottis "Jay"
	Title	President
	Office Phone	256-584-9601
	Mobile Phone	256-221-1081
	Alternative Phone	256-560-5668
	Fax	256-584-9602
	Email	jsparks@sparksinc.com
Secondary Contact Information	Last Name	Screws
	First Name	Tiffany
	Title	Chief Administrative Officer
	Office Phone	256-584-9601
	Mobile Phone	256-445-2006
	Alternative Phone	
	Fax	256-584-9602
	Email	tiffany@sparksinc.com
Billing Contact Information	Last Name	Wimberley
	First Name	Jordan
	Title	Billing Specialist
	Office Phone	256-584-9601
	Mobile Phone	256-466-2559
	Alternative Phone	
	Fax	256-584-9602
	Email	jordan@sparksinc.com
Resource Information	Deployment Location	Hartford, CT
	Labor - Total head count	1200
	Equipment - General description and quantity of equipment available (include fuel type requirements: gas, diesel, etc)	Bucket Trucks x 600 Diggers x 300 Rear Lot Machines x 25 Pickups x 300 Other specialized or track equipment available All Diesel
	Crew size - number of persons & equipment per crew	1 Foreman, 1 Lineman, 1 Bucket 1 Foreman, 1 Lineman, 1 Operator, 1 Bucket, 1 Digger
	How are crews managed?	Up to 25 crews per General Foreman

REDACTED

	Are you available 24x7?	Yes
	If no, please specify hours of operation.	N/A
	Comments	

REDACTED

EVERSOURCE ENERGY RIGHT OF FIRST REFUSAL (ROFR)

Statement of Work

Abstract

Statement of Work (referred to as "SOW") is subject to and entered into pursuant to the General Terms and Conditions dated (TBD), between Eversource Energy Service Company ("EVERSOURCE") and (Contractor Company)

[redacted]

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1.Right of First Refusal Statement of Work

Right of First Refusal: This agreement gives Eversource the right to enter into a storm agreement with agreed upon resource requirements during an emergency response with a Sparks Energy, Inc. before other investor-owned utilities can. If Eversource, with this right, declines to enter into a transaction, the Sparks Energy, Inc. is free to entertain other offers from investor-owned utilities during emergency response events.

This Right of First Refusal Statement of Work, effective the August 9, 2022, (referred to as "SOW") is subject to and entered into pursuant to the General Terms and Conditions dated 1/21/20 between Eversource Energy Service Company ("EVERSOURCE") and Sparks Energy, Inc. ("Contractor").

2.Agreement Name

Eversource Energy Right of First Refusal (ROFR)

3.Agreement Overview

Sparks Energy, Inc. will give Eversource the Right of First Refusal for up to 600 Full Time Equivalent (FTE) Line workers equating to 300 of crews.

- The 150) crews will be on-site ready to work in the Eversource Service territory within 24 hours of Eversource activating Sparks Energy, Inc.
- The 150 crews will be on-site ready to work in the Eversource Service territory within 48 hours of Eversource activating Sparks Energy, Inc.

As part of the RoFR Agreement Eversource agrees to pay 600 FTE mentioned above for three days of storm Labor.

4.Definitions

Full Time Equivalent (FTE):
a unit to measure for line workers employed in a way that makes them comparable although they may work a different number of hours per week

Crew:
Acceptable crew composition is defined below:

- Overhead Crew with 1 bucket and maximum of 2 Workers, with at least 1 of the 2 workers being a qualified lineman at minimum.
- Overhead Crew with 1 Bucket, 1 Digger, & 2 -3 Workers (minimum 1 Journeyman Lineman - JL)
- Overhead Crew with 2 Buckets, and 3 Workers (minimum 2 JLs)
- Overhead Crew with 2 Buckets, 1 Digger, and 3 Workers (minimum 2JLs)

Ready to work:
Crews are rested and ready to commit labor for a full 16-hour shift wherever they are directed within the Eversource Service Territory

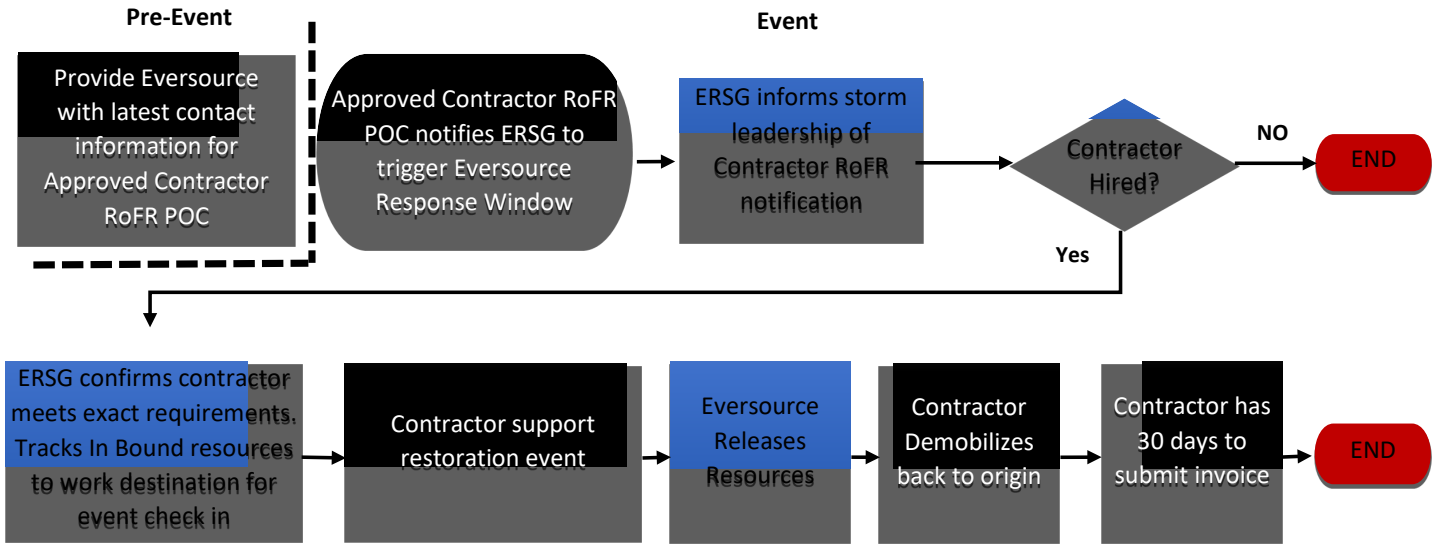
REDACTED

Three days of storm labor:
Three consecutive 16-hour shifts which begins based on the provided ready to work time in official hiring email, this includes travel time to provided Eversource location identified in your hiring email. When the first bucket begins to roll, that's when the start time begins. Reference service agreements for rate details.
Contractor RoFR Notification:
This documented notification to Eversource from the contractor requires the contractor to provide proof of a bona fide offer from another investor-owned utility that has requested the used of said contractors' resources in support of a restoration event. Utility must be identified with number of resources being requested within documented notification Eversource response window is then activated.
Eversource Response Window:
A 2-hour timeframe starting upon the Contractor RoFR Notification, in which Eversource must approve or reject Contractor to work under a RoFR agreement for storm event
Hiring Notification:
Documented hiring email notifying Contractor of activation that includes detailed instructions and documentation of the required RoFR storm support
Approved Contractor RoFR Point of Contact (POC):
Identified person(s) approved to submit a Contractor RoFR Notification message to Eversource that triggers the Eversource Response Window.
Eversource Resource Support Group (ERSG):
Group within Eversource that provides hiring notification to approved Contractor RoFR POC triggering the RoFR agreement to take effect and documents the start of the three days of storm labor.
ARIBA: Cloud-based procurement, spend management and supply chain system that enable Contractors to unload invoices for Eversource payment digitally. Contractor shall use ARIBA for the upload and processing of invoices.

REDACTED

5. Detailed Agreement Process Diagram

Contractor
Eversource



6. Agreement Responsibilities

This section articulates the roles and responsibilities of Sparks Energy, Inc. and EVERSOURCE throughout the Agreement as specified in this SOW.

6.1 Contractor Responsibilities

Sparks Energy, Inc will be responsible for the following:

- Provide only crews and equipment asked and agreed to through confirmation email
- Providing total 600 FTE Line workers
  - Within 24 hours: 150 Crews
  - Within 48 hours: 150 Crews
- Provide updated approved Contractor RoFR POC Information to ERSG
- Notify ERSG of changes to approved Contractor RoFR POC
- Provide Contractor RoFR Notification when your resources are being requested by other IOUs, Contractor RoFR Notification must include:
  - IOU requesting the resources
  - Number they are requesting to secure
- Confirm the receipt of hiring notification formally triggering the three days of storm labor
- Ensure Contractor company name is displayed on vehicle door through signage or temporary magnetic sign for sub-contractors.

REDACTED

- File invoices using approved purchase order number provided by Eversource within 30-day post event demobilization

6.2 Eversource Responsibilities

EVERSOURCE will be responsible for the following:

- Provide Purchase Order Number for invoicing
- Make specific request for number and type of crews and equipment, I.E. Buckets, Diggers, off-road
- Approve or reject Contractor RoFR Notification within 2 hours of alert
- Provide documented detailed hiring letter upon Contractor RoFR Notification approval
- Provides start times and locations to crews
- Provide external field resource coordination representative to hired crews
- Guarantee three days of storm labor
- Provide all onboarding training and required event safety training upon storm hiring
- Provide pre-vent training as needed i.e., timesheet, roster, and software tool training as needed
- Provide exacting equipment and FTE requirements
- ERSG approves and or rejects equipment listed in roster

7. Training

- EVERSOURCE will provide incident on boarding briefings upon hiring to include roster, safety, and event specific on-board brief
- EVERSOURCE will provide training pre-event on timesheets, roster completion, invoicing, and event tools as needed

8. Communication Plan

- Sparks Energy, Inc. will provide approved Contractor RoFR Point of Contact as the sole contact point to submit a Contractor RoFR Notification to the Eversource Resource Support Group
- Eversource Resource Support Group will notify Eversource leadership of Contractor RoFR Notification and attain a response within 2 hours
- Eversource Resource Support Group will communicate approval or rejection of Contractor RoFR Notification
- If Hired Eversource Resource Support Group will provide Hiring Notification to Sparks Energy, Inc.
- Sparks Energy, Inc. will acknowledge hiring email and return required documentation to Eversource Resource Support Group

8.1 Agreement Governance

The primary points of contact between EVERSOURCE and Sparks Energy Inc. shall be the respective Eversource Sourcing Agent and identified agreement point of contact.

REDACTED

8.2 EVERSOURCE Agreement Personnel

The Agreement shall be staffed with a core agreement team. Additional personnel shall be assigned to work under the direction of the core team as required to effectively implement the solution(s).

Role	Skill Level
Contractor Leadership	Contractor leadership/Agreement Point of Contact
Approved Contractor RoFR Point of Contact	Contractor Response Coordination

8.3 EVERSOURCE's Resources

Role	Skill Level
Eversource Resource Support Group	Crew Hiring
Procurement Sourcing Agent	Agreement Management
Procurement Leadership	Procurement /Sourcing Agent
Emergency Preparedness Leadership	Emergency Preparedness Organizational Response and Management

8.4 Change Management Process

Changes in scope will be managed by a formal change management process that will address changes in scope, schedule, and dollars. Changes in scope will be subject to written approval by Eversource and Sparks Energy , Inc. . The Parties may mutually agree to offset the requested scope addition with a corresponding scope reduction.

Any changes that may arise in agreement will be documented using a change order

9. Term of the SOW

Three years, renewable for up to two more years exercised annually, subject to review and mutually agreeable amendments after the first Three months in each term

10. Rates

No upfront costs, with activated crews billed as agreed upon ERP rates between Eversource and Sparks Energy, Inc. See the following for agreed upon ERP rates between Eversource and Sparks Energy, Inc. for more details:

- **Cover Agreement Emergency Response Electric Utility Services and Response Commitment**

11. Out of Scope

Any change of direction not outlined in this scope of work pertaining to emergency response activation and hiring. Any additional emergency response work not listed in this SOW.

REDACTED

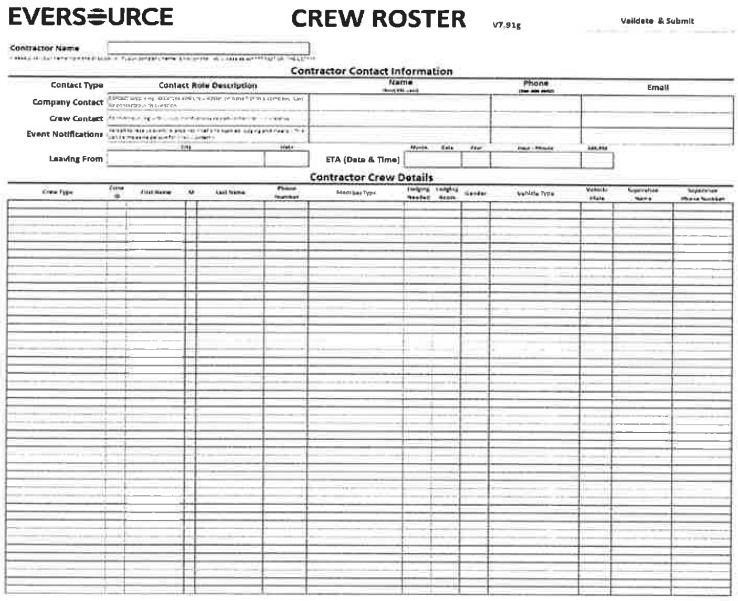
12. Assumptions

EVERSOURCE Energy makes the following pricing assumptions and clarifications in performing this work:

- All personnel being provided to Eversource are qualified in their role
- Sparks Energy, Inc. will still be willing to provide emergency response work outside of RoFR agreement if Sparks Energy, Inc. is not contacted by an IOU for an event, hence not trigging this RoFR agreement to take effect

REDACTED

Appendix A



EVERSOURCE CREW ROSTER v7.91g Validate & Submit

Contractor Name

Contractor Contact Information

Contact Type	Contact Role Description	Name	Phone	Email
Company Contact				
Crew Contact				
Event Notifications				

Leaving From ETA (Date & Time)

Contractor Crew Details

Crew Type	Crew ID	First Name	MI	Last Name	Phone Number	Member Type	Lodging Needed	Lodging Room	Gender	Vehicle Type	Vehicle Plate	Supervisor Name	Supervisor Phone Number

REDACTED

SECONDARY SERVICES

SCHEDULE A =- Contractor Billing Rates - Labor

Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for the term of this Agreement.

EFFECTIVE DATE RANGE

START: 01/01/2024 **END: 12/31/2024**

Title	Straight Time Rate	Travel/Standby Response Rate	Emergency Response Working Rate (includes Holidays & Sundays)	Travel per diem Lodging	Travel per diem Meals
General Foreman	[redacted]				
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					

REDACTED

PRIMARY SERVICES

SCHEDULE A =- Contractor Billing Rates - Labor ***Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for the term of this Agreement.***					
EFFECTIVE DATE RANGE					
START: 01/01/2024			**END: 12/31/2024**		
Title	**Straight Time Rate**	**Travel/Standby Response Rate**	**Emergency Response Working Rate (includes Holidays & Sundays)**	**Travel per diem Lodging**	**Travel per diem Meals**
General Foreman	[redacted]				
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					

REDACTED

TRANSMISSION LINE RATES

SCHEDULE A =- Contractor Billing Rates - Labor					
Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel shall be in effect for the term of this Agreement.					
EFFECTIVE DATE RANGE					
START: 01/01/2024			**END: 12/31/2024**		
Title	**Straight Time Rate**	**Travel/Standby Response Rate**	**Emergency Response Working Rate (includes Holidays & Sundays)**	**Travel per diem Lodging**	**Travel per diem Meals**
General Foreman	[redacted]				
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					

REDACTED

EQUIPMENT RATES

SCHEDULE A - Contractor Billing Rates - Equipment

Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for the term of this Agreement.

EFFECTIVE DATE RANGE

START: **01/01/2024** **END:12/31/2024**

Equipment	Rate
1/2 ton pick-up truck 2 x 4	[redacted]
1/2 ton pick-up truck 4 x 4	
10 Ton Trailer	
3/4 Ton Pick-up Truck - 4 wheel drive	
9 Ton 3x1 Trailer	
Air Compressor	
Air Compressor with Tools	
ATV with pull behind trailer	
Boom Truck	
Bucket - Squirt Boom	
Bucket Truck - 55 ML	
Bucket Truck - 55MH	
Bucket Truck - 65 ft	
Bulldozer - Small	
Compressor 850 CFM	
Digger (Corner Mounted)	
Digger Derrick	
Dump Truck	
Flatbed Truck	
Lift Gate Material Truck	
Material Trailer	
Pole Trailer	
Rack Truck - Large	
Rock Drill with truck	
Single Arbor Trailer	
Utility Truck - 1 Ton	
Wire Puller Tensioner	
Wire Trailer	
Transmission Digger Derrick	
Tractor Trailer	
Bucket Truck 100'-125'	
Track Bucket / Track Digger	

W2099270; 6)

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COVER AGREEMENT
EVERSOURCE ENERGY SERVICE COMPANY
AND
[Tempest Energy LLC_____]
FOR
EMERGENCY RESPONSE ELECTRIC UTILITY SERVICES AND RESOURCE COMMITMENT

This Cover Agreement for Emergency Response Electric Utility Services and Resource Commitment ("Agreement") dated as of **[September 12_____], 2022** (the "Effective Date"), combined with all other Agreement Documents identified below, constitutes the complete agreement (the "Agreement") between EVERSOURCE ENERGY SERVICE COMPANY, as agent for its affiliates ordering Emergency Response Work from Contractor ("Owner"), and **[Tempest Energy LLC_____]** ("Contractor"), a LLC_____ **[type of business entity]** with offices at 800 Winward Dr. Ste C_Covington, LA 70433_____, for Contractor's performance of Emergency Response Work (as defined below).

THE AGREEMENT INCLUDES THIS COVER AGREEMENT AND THE DOCUMENTS LISTED BELOW, WHICH ARE ATTACHED HERETO AND MADE A PART HEREOF, AND ALL OTHER DOCUMENTS REFERENCED IN SUCH DOCUMENTS.

- **Purchase Order/Contract (Excluding Terms and Conditions Printed on Reverse Side)**
- **Exhibit A: Emergency Response Work Pricing Schedule**
  - **Schedule A(1) : ERW Rate Schedule for:**
    - **Primary Services**
    - **Secondary Services**
    - **Transmission Services**
    - **Equipment**
- **Exhibit B: General Terms and Conditions ("GTCs") Utility Services Rev 19 dated 01/21/20**
- **Exhibit C: Emergency Response Contractor Profile Form**
- **Appendix A: Eversource – External Crew Roster**

I. DEFINED TERMS; INTERPRETATION

Capitalized terms used in the Agreement have the meaning given in the applicable document forming a part of the Agreement, including the Pricing Schedule, as well as Utility Services General Terms and Conditions ("GTCs"). For purposes of the Agreement, the definition of Equipment shall include all equipment and mobile equipment, including automobiles, trucks, vans, tractors, trailers, carts, flatbeds, and any other type of rolling stock provided by Contractor for use in the performance of Emergency Response Work. The terms "include(s)," "included" and "including," as well as any variations thereof, are used without limitation.

For purposes of this Agreement (consistent with GTCs), the following capitalized terms shall have the meanings set forth below:

"Emergency" means any emergency event expected by Owner or declared by Owner (whether or not such event is declared an emergency by any governmental authority), including stormy weather or other adverse weather conditions that are forecasted to occur or have occurred, that causes, or may cause, damage, interruption, impact or unplanned outages to all or a portion of Owner's affiliates' utility systems. An Emergency does not constitute an event of Force Majeure under the Agreement.

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"Emergency Response Work" means Emergency-related Work to be provided by Contractor pursuant to each Emergency Response Work Release, as specified by Owner. Emergency Response Work is included within the definition of "Work".
"Emergency Response Work Protocols" means Owner's Emergency Response Work protocols and work standards, procedures and manuals, including Owner's Emergency Storm Restoration Safety Guideline provided to or made available to Contractor, as may be modified from time to time by Owner.

"Emergency Response Work Release" means each release for Emergency Response Work pursuant to an oral communication (i.e., by telephone or in person) or written (i.e., by email, fax or other documentation, in whatever form) issued and/or approved by Owner for Emergency Response Work, in each case under the Order, and in the form and on such terms determined by Owner in good faith. Contractor's commencement of Emergency Response Work awarded to it by Owner pursuant to each Release shall constitute Contractor's acceptance of all of the provisions of the applicable Release.

II. PRIORITY OF DOCUMENTS

Notwithstanding anything to the contrary set forth in the Agreement, if the provisions of this Cover Agreement are inconsistent with or conflict with the provisions of the GTCs, the terms of this Cover Agreement shall control. If the GTCs apply to this Agreement, Article 48 of the GTCs is amended to provide that this Cover Agreement shall have second priority among the Contract documents, behind the Purchase Order (and any Emergency Response Work Releases thereunder) but greater priority than the Special Terms and Conditions (if any) and the other Contract documents. This Cover Agreement replaces the Right of First Refusal Retainer Agreement previously executed between Contractor and Eversource dated _N/A_____ which is hereby terminated.

III. TERM OF THE CONTRACT

The Contract shall be in effect for the periods specified in Purchase Order/ Contract, and shall be automatically renewed for successive one (1) year periods unless Owner notifies Contractor, in writing, at least sixty (60) calendar days before the end of the initial term or the end of any one (1) year renewal term, as the case may be, that Owner elects not to renew the Contract. Upon Owner's delivery of such non-renewal notice to Contractor, this Contract shall terminate at the end of the applicable term.

IV. SCOPE OF EMERGENCY RESPONSE WORK

Contractor shall perform and complete Emergency Response Work in accordance with the Agreement, including Owner's Emergency Response Work Protocols. Owner may require Contractor to perform Emergency Response Work in all or any part of Owner's service territories. Contractor's commencement of Emergency Response Work awarded to it by Owner pursuant to each Emergency Response Work Release shall constitute Contractor's acceptance of all of the provisions of the applicable Emergency Response Work Release. Contractor shall be solely responsible for all means, methods, techniques and procedures for Emergency Response Work.

V. CONTRACTOR RESOURCE COMMITMENTS AND EQUIPMENT INFORMATION; RESPONSE TIME

1. Contractor shall provide Owner with emergency contact information and other information requested by Owner from time to time and, simultaneously with execution of this Cover Agreement, shall complete the Emergency Response Contractor Profile Form attached hereto as Exhibit C ("Contractor Profile"). Contractor shall keep the information in the Contractor Profile current and promptly notify Owner of any changes to the Contractor Profile in writing or using automated processes that Owner may make available from time to time.

2. Contractor hereby provides Owner with a commitment and right of first refusal for crews/FTE's/Equipment (*including Equipment and support, as requested*) as follows:

REDACTED

i. Crews/FTEs :_____
ii. Equipment: _____

3. The foregoing shall be called the Resource Commitment ("Commitment"). In advance of or during emergency or storm events or forecasts of hazardous weather, if Owner desires a Commitment, Owner will contact Contractor as soon as reasonably practicable and notify Contractor if Owner is activating this Agreement and the number of crews/equipment Owner needs, so that Contractor may deploy any resources that are committed to Owner that Owner requests. Owner agrees to pay the standby/travel rates set forth in the attached Rate Schedule until such crews/equipment are deployed and performing Work on Owner's facilities, after which the rate schedule set forth in the applicable GTCs shall apply.

4. For any particular emergency or storm event, if Contractor receives a firm offer of work from another utility(s) that could impact the Commitment, Contractor will promptly contact the Owner's designated representative and advise Owner of the potential impact to the Commitment. Owner will have __2__ hours from notification to do one of the following:
   i. activate the crews/equipment reserved under the Commitment; or
   ii. release Contractor from the # of crews/equipment in the Commitment obligation impacted by the other customer's firm offer; or
   iii. work with Contractor to revise the Commitment for the particular event to a mutually agreeable smaller crew/equipment commitment number solely for the particular event at issue and release the remaining available crews to work for the other customer.

5. In the event that Owner does not exercise its rights to the Commitment under this Agreement and releases Contractor from all or a portion of the Commitment obligation impacted by the customer's firm offer and Contractor deploys such resources to provide Services to such other customer(s), upon completion of those Services for the other customer (and its affiliates, if applicable and requested by customer), the Commitment will apply to those resources when released by the other customer.

6. Upon Owner's request for crews under this Agreement, the Contractor will deploy the crews/equipment requested in accordance with Owner's schedule and provide the necessary paperwork to DHS (if applicable) with border crossing(s) approvals if applicable, as follows:

   i. The deployment phase shall include (#_____) of crews deployed to Owner's designated staging location within 12 hours of Owner's request for deployment.
   ii. Any remaining balance of crews will arrive in Owner's designated staging location within service territory within 24 hours of Owner's request.

7. Within two (2) hours after Owner's request for Contractor Crews and Equipment and information, Contractor will provide Owner with the requested information and coordinate with Owner for the deployment schedule for the Owner requested Contractor Crews and Equipment for Emergency Response Work. In addition to the Crews and Equipment subject to the Commitment, Contractor will also advise Owner any of any other available and qualified Contractor crews/equipment and if requested by Owner, provide such Contractor Crews and Equipment to Owner for Emergency Response Work.

8. If, prior to Owner's award of such Emergency Response Work to Contractor, the availability of Contractor Crews or Equipment changes, Contractor shall immediately notify Owner.

9. Contractor shall immediately confirm to Owner the amount of Contractor Crews and Equipment committed to such Emergency Response Work and provide the following information regarding the Contractor Crews and Equipment being mobilized:

REDACTED

i. The number of persons available and the name, qualifications, job classification, local union affiliation and gender of each such person;
ii. The type and quantity of Equipment to be provided by Contractor;
iii. Crew information (number of crews, persons per crew, and type of Equipment assigned to each crew) Eversource – External Crew Roster (Appendix A) must be completed;
iv. The name and contact information for the on-site supervisor;
v. The name and contact information for the foreman of each work crew;
vi. The response time for mobilization of the Contractor Crews and Equipment to the Site or Owner-designated onboarding location; and
vii. Expeditiously mobilize the committed Contractor Crews and Equipment to the Site **or onboarding location designated by Owner** in accordance with the mobilization schedule specified by Owner. Contractor must notify Owner immediately if there will be any delay in deploying the requested Contractor Crews and Equipment, and in such event notify Owner in writing as to when such resources will be available and can be on Site for such Emergency Response Work;
viii. Provide at least one (1) supervisor for Contractor Crews, in addition to a foreman for each work crew; and unless defined differently in the Contract, crew will be regarded, for overhead distribution and primary, as one (1) bucket truck and two (2) qualified employees.
ix. Provide at least one English speaking crew member per crew who can translate for non-English speaking crew members.

10. In addition to complying with all other applicable provisions of the Contract, Contractor Crews performing Emergency Response Work shall:

    i. Be qualified and fit for duty (including no use of alcohol or illegal drugs, and no use of legal drugs that could adversely impact job performance).

    ii. Comply with all of Owner's Emergency Response Work Protocols; and

    iii. Not include Subcontractors or other third parties who are not employees of Contractor.

11. The Commitment means the Contractor agrees to provide the number of resources requested by Owner within the Commitment as prescribed in this Agreement to Owner for Emergency Restoration services for the length of the Emergency Restoration Event. Crews offered at Inquiry will remain available to Owner until released by Owner at the Contractor's request. In every instance Owner will determine the length of the Emergency Restoration Event.

12. The Owner retains ownership and salvage rights to all material. Return wire is to be cut up and placed in designated storage containers. Material deemed by the Owner representative as unsalvageable is to be disposed of by Contractor, at the Owner designated container.

13. Energized Conductors-The conductors involved in this contract may be energized at voltages up to 34.5kV, or higher if the Work issued involves transmission lines.

14. Terms of Engagement: All resources will remain on property until they are formally released by Owner's Management.

15. Inventory and Obtaining materials -The Contractor will sign for all material received. There will be a closing inventory when the job is completed. At no time will Contractor take any materials not authorized by the Owner representative. Contractor will be escorted to the stock area by a Owner representative.

VI. MEALS AND LODGING

REDACTED

Unless otherwise agreed in advance and in writing by Owner and Contractor, Owner will provide meals, lodging and all necessary supplies and materials for the performance of Emergency Response Work (but not tools or safety equipment or clothing) for Contractor Crews performing Emergency Response Work while they are at the Site or Owner-designated onboarding site. If it is more efficient for Contractor Crews to obtain meals that are not Owner-provided, Owner shall, if Owner or the Owner's Representative has preapproved such alternative arrangement in writing, reimburse Contractor with no markup for the reasonable cost of such meals, provided that Contractor submits itemized and signed receipts covering such expenses. No additional mark ups are allowed.

If Owner assigns lodging for Contractor's crews and any of the Contractor crews decline to stay at their assigned lodging, then any alternative lodging procured by the Contractor for such crews will be at Contractor's own expense and will not be reimbursed. Any travel time for Contractor crews to get to such alternative lodging provided by Contractor shall not be billed to Owner and will not be reimbursed.

If Owner does not provide meals and lodging, Contractor shall be compensated for meals and lodging in accordance with the applicable per diem rates set forth in the Pricing Schedule during the periods that Contractor is compensated for Contractor Crews and Equipment at the applicable Travel Time Rates set forth in the attached Pricing Schedule.

VII. EQUIPMENT AND VEHICLES

Unless otherwise agreed to in advance and in writing by Owner and Contractor, all Contractor Crews will arrive at the Site or Owner-designated onboarding site fully equipped with all tools and equipment necessary and appropriate to properly, safely and diligently perform Emergency Response Work, including all Personal Protective Equipment (PPE) and all items that are required by OSHA, federal, state or Owner safety and health regulations, including enclosed space and/or confined space entry equipment, traffic control devices, and public safety protection.

Contractor Crews mobilized for Emergency Response Work shall use any and all field technology provided by Owner in connection with such work, including GPS and wireless communications equipment. Any tools or equipment provided by Owner to Contractor Crews, including any field technology (e.g. GPS, wireless communications equipment), shall be returned to Owner upon the completion of the Emergency Response Work or otherwise as directed by Owner. Contractor will be charged for any tools or equipment not returned to Owner and/or not in good working condition.

All vehicular Equipment provided by Contractor and used by Contractor Crews shall be fully equipped and comply with all applicable state and federal laws and regulations as well as applicable safety standards, including, to the extent applicable, ANSI 92.2 2009, requiring testing of vehicles with insulated vehicle-mounted elevating and rotating aerial devices. Commercial vehicles used for Emergency Response Work must be maintained in compliance with the Federal Motor Carrier Safety Regulations (FMCSR).

Contractor Crews driving commercial vehicles must be duly trained, licensed and qualified in compliance with all applicable laws and regulations, including FMCSR.

VIII. SCHEDULE

Contractor recognizes the critical nature of Emergency Response Work and the importance to Owner of Contractor's prompt response and diligent and timely completion of all Emergency Response Work, and accordingly, time is of the essence for Contractor's response to Owner's request for information, Contractor Crews and Equipment mobilization, Contractor performance of Emergency Response Work and meeting all of Contractor's obligations under the applicable provisions of the Contract. Emergency Response Work shall begin as specified in each Emergency Response Work Release, and shall end, when the Owner has released the Contractor from restoration work by the

REDACTED

Owner's Representative. Contractor will return all material to the appropriate service center and provide completed signed time sheets.

Emergency Response Work shall be subject to any government agency mandated rest time.

IX. INVOICING AND PRICING TERMS

Contractor shall record its labor time and Equipment usage time on a daily basis using only the required timesheet form- the ERP Owner Contractor Storm Daily Time Sheet and Work Log (UNK-5008) and provide daily timesheets to the Owner's Representative for signature. Contractor shall invoice Owner upon completion of Emergency Response Work, unless such Emergency Response Work assignment extends beyond two (2) weeks, in which case Contractor may invoice Owner every two (2) weeks. Each invoice for Emergency Response Work submitted by Contractor shall be accompanied by the completed and Owner signed required time sheets and receipts for authorized expense reimbursement items for the applicable period that have been approved in writing by the Owner's Representative. Contractor shall comply with any and all reasonable requests made by Owner to expedite the invoicing process for Emergency Response Work, including the electronic submission of the completed ERP Owner Contractor Storm Daily Time Sheet and Work Log (UNK-5008) timesheets and expense receipts. Notwithstanding any conflicting provisions of Section 3.1 of the GTCs, Owner shall process and pay each correct invoice for Emergency Response Work or provide written objections to all or any portion of each disputed invoice for Emergency Response Work within sixty (60) days after receipt by Owner. Likewise, with respect to Emergency Response Work, if Owner disputes a portion of an invoice submitted by Contractor, at Owner's request Contractor shall submit a revised invoice with current date for the undisputed amount and Owner shall pay such undisputed portion within sixty (60) days after receipt thereof.

For work performed with non-union labor, the Contractor agrees that such Work will be billed at non-union labor rates. If any work involves classifications not specifically set forth in the Pricing Schedule or requires any adjustments, such rates shall be submitted to Owner for approval prior to the start of work. The Contractor shall provide revised labor billing rate schedule for all labor classifications.

All Emergency Response Work shall be invoiced at the rates set forth in the Pricing Schedule. Contractor must use ERP Owner Contractor Storm Daily Time Sheet and Work Log (UNK-5008) to track time and submit completed forms in order to receive payment.

X. OWNER'S EMERGENCY RESPONSE WORK PROTOCOLS

Contractor and all Contractor Crews shall comply with all Emergency Response Work Protocols in effect at the time Contractor Crews perform Emergency Response Work, which may be found at. www.eversource.com Eversource safety documentation will be provided during the on-boarding process.

XI. EXECUTION

This Cover Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Facsimile and portable document format (PDF) copies of signatures shall constitute original signatures.

[

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SIGNATURE PAGE TO THE COVER AGREEMENT between EVERSOURCE ENERGY SERVICE COMPANY and [Tempest Energy LLC_____ _____] for EMERGENCY RESPONSE ELECTRIC UTILITY SERVICES and RESOURCE COMMITMENT

IN WITNESS WHEREOF, the Parties hereby agree the terms and conditions described in the Cover Agreement are executed as of the Effective Date.

The Parties agree that the counterpart, facsimile or electronically reproduced signatures of the Parties are intended to authenticate this writing, and to have the same force and effect as manual signatures.

Tempest Energy LLC _____ (CONTRACTOR)	Eversource Energy Service Company (OWNER)
NAME William F. Cain William F. Cain (Sep 14, 2022 10:10 CDT)	NAME
PRINTED NAME William F. Cain _____	PRINTED NAME _____
TITLE CEO _____	TITLE _____
DATE 9/14/22	DATE _____

REDACTED

EXHIBIT A
PRICING SCHEDULE

Unless otherwise agreed to in writing by Owner, all Emergency Response Work shall be performed on a time and equipment price basis (such rates, the "Emergency Response Work Rates").

1 For purposes of this Pricing Schedule, the following capitalized terms shall have the following definitions:

"District of Service Center "refers to a Owner location where Owner and Contractors staff work to support maintenance and restoration activities.

"Receiving Center" refers to the initial reporting location for registration and safety briefings.

"Staging Areas" temporary designated locations established throughout Owner service territory which may be used to issue materials, meals, equipment parking/storage, wet fueling, lodging, safety briefings and work assignments as needed.

"Emergency Response Rates for Equipment" are the agreed rates payable for Equipment from the commencement of applicable Emergency Response Work through the termination of such Emergency Response Work, excluding when the Contractor Crews are on rest time prior to the termination of such Emergency Response Work. Equipment Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for the term of this Agreement. If Owner provides any fuel to Contractor, Contractor shall reimburse Owner for such fuel costs and at Owner's option, Owner may either invoice Contractor for such fuel costs or the cost of such fuel may be deducted from Contractor's invoice amount for Emergency Response Work.

"Standby Rates apply to labor resources only"

"Emergency Response Working Rates for Labor" are the agreed labor rates payable from the commencement of applicable Emergency Response Work through the termination of such Emergency Response Work, excluding rest time during that Emergency Response Work. Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.

"Standby Retainer Fee" is the amount paid to Contractor each calendar day they are asked and agree to go on to Standby. Once the Contractor agrees to go on to Standby, the entire Standby Retainer Fee, originally agreed to, will be paid regardless of whether or not Contractor Crews are requested to mobilize that day. The Standby Retainer Fee is equal to 8 hours straight time for every 24 hour period on standby at the Emergency Response Rates for Labor for each Contractor Labor Resource who is listed on the Standby Roster for that Standby Request. Owner will not pay the Standby Retainer Fee for any Labor Resource listed on the Standby Roster of an event who is not provided by the Contractor for that event. Owner also will not pay the Standby Retainer Fee for any Labor Resource listed on the Standby Roster of an event who is not requested by the Owner. The Standby Roster must be provided to the Owner prior to the start of the Standby Request. The Standby Retainer Fee will not include the cost associated with any Contractor Equipment. Once the contractor is activated to mobilize the mobilization rates will apply and the Standby retainer Fee will not be in effect.

"Travel Time Rates for Equipment" are the rates payable for all Equipment for the period when Contractor Crews associated with such Equipment are being compensated at the Travel Time Rates for Labor, and includes all transit costs associated with the delivery of such Equipment for the performance of Emergency Response Work, and return to the location from which the Equipment was deployed.

REDACTED

"Travel/Standby Response Rate" are the rates applicable for travel time expended by Contractor Crews located outside of Owner's service territory in which Emergency Response Work is to be performed, calculated based upon the following:

Reasonable time necessary to travel the distance from the Contractor Crews deployment location to the Site or onboarding site designated by Owner, as applicable; and

Reasonable time necessary to travel the distance from the Emergency Response Work completion location to the deployment origin of Contractor Crews.

2 Subject to the provisions of Section 4 (Rate Changes) of this Pricing Schedule, Contractor shall be compensated for Emergency Response Work performed in compliance with the Contract in accordance with the Contractor Billing Rates attached hereto as Schedule A.

3 Reimbursable Expenses: Unless otherwise agreed to in writing by Owner, all of Contractor's reimbursable expenses that are accounted for during mobilization and demobilization are at Travel per diem rates and Equipment rates as set forth per schedule A. Tolls with appropriate back up receipts will be paid as a pass thru. Contractors are not allowed to add markup for any expenses. In no event shall Owner reimburse Contractor for any expenses relating to tobacco products, alcohol, laundry, personal hygiene products or other non-Emergency Response Work-related personal expenses.

4 Rate Changes: The Contractor Billing Rates set forth in Schedule A shall be in effect for a minimum period of one year and shall not be subject to change until after the end date of the effective billing rates, as set forth in the applicable Pricing Schedule A attached hereto and as the same may be amended from time to time by mutual written agreement of the parties ("Effective Rate End Date"). If and when Contractor proposes to modify its then-applicable billing rates for the period subsequent to the Effective Rate End Date, Contractor shall provide Owner with proposed updated rates to be used for the period set forth in such proposal (which may not be for duration of less than one year). Such proposed revised billing rates shall be added to and incorporated into the Contract only upon written approval by Owner. Any dispute regarding proposed rate adjustments will be resolved in accordance with the dispute resolution process set forth in the GTCs. In the event that Contractor does not make adjustments to its rates applicable to Emergency Response Work after the applicable Effective Rate End Date, then the last Emergency Response Work Rates on file with Owner shall be used by Owner to compensate Contractor for Emergency Response Work performed after such Effective Rate End Date. No changes to the billing rates for Emergency Response Work shall be effective unless and until approved by Owner in writing.

5 Travel/Mobilization:
Travel/Mobilization shall be defined as the time Contractor crews leave the Contractor's point of origin (staging area) and arrive at the Owner's designated location, including processing at Owner receiving center if required.

Mobilization
When crews Travel to a restoration event and are requested to stand-by at the contractor's base or hotel, travel hours are paid the Travel /Standby Time Rate as outlined for the job classification in Schedule A.

Mobilization to an activated restoration event with the execution of immediate work being conducted will be paid at the Emergency Response Working Rate in Schedule A. Equipment rate applies.

REDACTED

Travel/Mobilization includes time for refueling, bathroom and food breaks and tolls. The Contractor shall submit estimated time of arrival at Owner using the Owner – External Crew Roster (Appendix A). Billing hours shall not exceed 10% of the original estimated time submitted to the Owner without an updated Owner – External Crew Roster. Any adjustments to original estimates shall require phone and written approval by the authorized agent of the Owner, and a revised Owner – External Crew Roster will be required. Estimates will be approved by Owner.

Time is of the essence; however Contractor is responsible for crew safety. Contractor shall notify Owner if they are unable to meet the estimated arrival time, for what reason, and if a new arrival time can be accepted.

Demobilization:
An official release will be issued by the Owner, exclusively. Demobilization includes notification of release by authorized Owner agent, debriefing by Owner field representative, unloading of materials and return to Contractor point of origin or release to other utility if requested. Prior to the authorized Owner representative formally releasing the Contractor, the Contractor will provide an estimate of Demobilization to the Owner Resource Management Representative.

Travel Rates will apply after demobilization.

REDACTED

PRIMARY SERVICES

SCHEDULE A =- Contractor Billing Rates - Labor					
EFFECTIVE DATE RANGE – Start: End:					
Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.	**Travel/Standby Response Rate**	**ERW Straight Time Rate**	**ERW Rate for Holidays & Sundays**	**Travel per diem Lodging**	**Travel per diem Meals**
Lead Lineman				[redacted]	
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					

REDACTED

PRIMARY SERVICES UNION RATES

SCHEDULE A =- Contractor Billing Rates - Labor

Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.

EFFECTIVE DATE RANGE

START: 09/14/2022 **END: 12/31/2023**

Title	ERW Straight Time Rate	Travel/Standby Response Rate	ERW Rate for Holidays & Sundays	Travel per diem Lodging	Travel per diem Meals
General Foreman		[redacted]			
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					

REDACTED

PRIMARY SERVICES NON-UNION RATES

SCHEDULE A =- Contractor Billing Rates - Labor					
Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.					
EFFECTIVE DATE RANGE					
START: 9/14/2022		**END: 12/31/2023**			
Title	**ERW Straight Time Rate**	**Travel/Standby Response Rate**	**ERW Rate for Holidays & Sundays**	**Travel per diem Lodging**	**Travel per diem Meals**
General Foreman		[redacted]			
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					

REDACTED

EQUIPMENT RATES

SCHEDULE A - Contractor Billing Rates - Equipment

Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for Equipment deployed upon Owner's request for the term of this Agreement.

EFFECTIVE DATE RANGE

START: 9/14/2022 **END: 12/31/2023**

Equipment	Rate	Travel Time Rate
1/2 ton pick-up truck 2 x 4	[redacted]	
1/2 ton pick-up truck 4 x 4		
10 Ton Trailer		
3/4 Ton Pick-up Truck - 4 wheel drive		
9 Ton 3x1 Trailer		
Air Compressor		
Air Compressor with Tools		
ATV with pull behind trailer		
Boom Truck		
Bucket - Squirt Boom		
Bucket Truck - 55 ML		
Bucket Truck - 55MH		
Bucket Truck - 65 ft		
Bulldozer - Small		
Compressor 850 CFM		
Digger (Corner Mounted)		
Digger Derrick		
Dump Truck		
Flatbed Truck		
Lift Gate Material Truck		
Material Trailer		
Pole Trailer		
Rack Truck - Large		
Rock Drill with truck		
Single Arbor Trailer		
Utility Truck - 1 Ton		
Wire Puller Tensioner		
Wire Trailer		
Backyard Machine		
Track Bucket		
Service Truck		
Tractor Trailer		
Pole Trailer		
Track Digger		

REDACTED

EXHIBIT C
Owner Emergency Response Work - Contractor Profile Input Form

Section	Data Field	Contractor Information
Contractor Information	Contracting Area	All of Eversource service territories
	Service Provided	T&D, OH, Distribution, Emergency Storm Restoration
	Contractor Name	Tempest Energy LLC
	Contractor Address 1	800 Winward Dr. Ste C
	Contractor Address 2	
	Contractor City	Covington
	Contractor State	LA
	Contractor Zip	70433
Primary Contact Information	Last Name	Zappone
	First Name	Mike
	Title	Chief Operations Officer
	Office Phone	
	Mobile Phone	203-592-2321
	Alternative Phone	
	Fax	
	Email	mikez@tempestenergy.com
Secondary Contact Information	Last Name	Guillory
	First Name	Adam
	Title	Corp. Risk Manager & HSE Director
	Office Phone	
	Mobile Phone	504-460-7345
	Alternative Phone	
	Fax	
	Email	adamg@tempestenergy.com
Billing Contact Information	Last Name	Mayeux
	First Name	Cindy
	Title	Accounting Manager
	Office Phone	985-250-9559 ext 304
	Mobile Phone	985-788-8648
	Alternative Phone	
	Fax	
	Email	cindym@tempestenergy.com
Resource Information	Deployment Location	Throughout US
	Labor - Total head count	600 +
	Equipment - General description and quantity of equipment available (include fuel type requirements: gas, diesel, etc)	Per request
	Crew size - number of persons & equipment per crew	Per request
	How are crews managed?	All crews are managed by Tempest personnel
	Are you available 24x7?	Yes
	If no, please specify hours of operation.	
	Comments	

REDACTED

ERW Cover - Form 3 - non-COC w RFR (1.21.22)

Final Audit Report 2022-09-14

Created:	2022-09-14
By:	Kelly Ballex (kellyb@tempestenergy.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAd8vHAD2_xfTvpIE_xy_kUIDNLY1YAFGr

"ERW Cover - Form 3 - non-COC w RFR (1.21.22)" History

Document created by Kelly Ballex (kellyb@tempestenergy.com)
2022-09-14 - 2:36:34 PM GMT

Document emailed to billc@tempestenergy.com for signature
2022-09-14 - 2:37:29 PM GMT

Email viewed by billc@tempestenergy.com
2022-09-14 - 3:09:06 PM GMT

Signer billc@tempestenergy.com entered name at signing as William F. Cain
2022-09-14 - 3:10:13 PM GMT

Document e-signed by William F. Cain (billc@tempestenergy.com)
Signature Date: 2022-09-14 - 3:10:15 PM GMT - Time Source: server

Agreement completed.
2022-09-14 - 3:10:15 PM GMT

Adobe Acrobat Sign

REDACTED

UNION PRIMARY SERVICES

SCHEDULE A =- Contractor Billing Rates - Labor *Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.*					
EFFECTIVE DATE RANGE 9/1/2022 – 12/31/2024					
START:		END:			
Title	ERW Straight Time Rate	Travel/Standby Response Rate	ERW Rate for Holidays & Sundays	Travel per diem Lodging	Travel per diem Meals
General Foreman	[redacted]				
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
~~Administration~~ Superintendent					

EQUIPMENT RATES

SCHEDULE A - Contractor Billing Rates - Equipment *Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for Equipment deployed upon Owner's request for the term of this Agreement.*
EFFECTIVE DATE RANGE

REDACTED

START: 9/1/2022 END:12/31/2024		
Equipment	Rate	Travel Time Rate
1/2 ton pick-up truck 2 x 4	[redacted]	
1/2 ton pick-up truck 4 x 4		
10 Ton Trailer		
3/4 Ton Pick-up Truck - 4 wheel drive		
9 Ton 3x1 Trailer		
Air Compressor		
Air Compressor with Tools		
ATV with pull behind trailer		
Boom Truck		
Bucket - Squirt Boom		
Bucket Truck - 55 ML		
Bucket Truck - 55MH		
Bucket Truck - 65 ft		
Bulldozer - Small		
Compressor 850 CFM		
Digger (Corner Mounted)		
Digger Derrick		
Dump Truck		
Flatbed Truck		
Lift Gate Material Truck		
Material Trailer		
Pole Trailer		
Rack Truck - Large		
Rock Drill with truck		
Single Arbor Trailer		
Utility Truck - 1 Ton – Service/Mechanic Truck		
Wire Puller Tensioner		
Wire Trailer		
Backyard Machine		
Track Bucket / Track Digger		
Tractor Trailer		
Mobile Command Center		

REDACTED

REDACTED