EVERSOURCE ENERGY SERVICE COMPANY
("Owner")

EXHIBIT B - PRICING SCHEDULE

The provisions of this Pricing Schedule shall control in the event of a conflict with any pricing provisions of any other Contract Documents; *provided* that the pricing and/or methodologies set forth in this Schedule shall not modify, reduce or otherwise affect in any manner whatsoever Contractor's obligation to perform the Work as described in the Contract Documents. This Pricing Schedule shall govern the pricing of all Work that is awarded on a firm fixed price, unit price, or time and material basis whether submitted by Contractor and/or any Subcontractors (including any and all other lower tier sub-Subcontractors) and establishes guidelines for the reimbursement of ordinary, necessary and reasonable business expenses incurred by Contractor. In Owner's sole discretion for each project, Owner may identify specific line items or categories (e.g. mobilization, demobilization, weather, rock/ledge, soil removal) to be invoiced on any combination of firm fixed price, unit price, or time and material pricings.

[redacted]

1. FIRM FIXED PRICE

For Work performed on a firm fixed price basis, the Contractor agrees that such Work will be billed at the firm fixed price as set forth in Appendix PS-1 PRICING SCHEDULE - FIRM FIXED PRICE or in the applicable Work Release or Project-Specific Agreement. The firm fixed price is all inclusive and includes all applicable taxes, benefits, insurance, general administrative overheads, senior management charges, profit, and all direct and indirect costs set forth in Appendix PS-3 COSTS INCLUDED WITHIN PRICING SCHEDULES or in the applicable Scope of Work document. Costs as set forth in Appendix PS-4 NON REIMBURSABLE COSTS or the applicable Scope of Work are not billable. For Change Orders, Contractor will submit a properly itemized proposal covering the additional Work and/or the Work to be deleted in accordance with Article 15 of this Agreement. The pricing methodology for proposed change shall be determined by Owner.

Unless otherwise set forth in the applicable Work Release, Project-Specific Agreement and/or Change Order, a Project priced on a firm fixed price basis shall be billed in full at Final Acceptance of such Project.

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[redacted] must be identified for a specific Scope of Work and at a defined price or pricing methodology. At Owner's discretion [redacted] can be quoted on a percentage basis.

2. UNIT PRICE

For Work performed on a unit price basis, the Contractor agrees that such Work will be billed at the units set forth in Appendix PS-2 PRICING SCHEDULE - UNIT PRICE or in the applicable Work Release or Project Specific Agreement. Such units will remain firm through the duration of this Agreement. All unit prices are all inclusive and include all applicable taxes, benefits, insurance, general administrative overheads, senior management charges, profit, and all direct and indirect costs set forth in Appendix PS-3 COSTS INCLUDED WITHIN PRICING SCHEDULES or in the applicable Scope of Work. Costs as set forth in Appendix PS-4 NON REIMBURSABLE COSTS or the applicable Scope of Work are not billable. Unless specifically identified as a separate unit in the Work Release or the Project-Specific Agreement, costs associated with mobilization, site establishments and demobilization shall be included in the unit prices.

3. TIME AND MATERIAL

For Work performed on a time and material basis, the Contractor agrees that such Work will be billed at the rates set forth in Appendix PS-6 PRICING SCHEDULE - T&M and shall be based on the following conditions:

3.1. ~~3.1.~~ All rates are all inclusive and include all applicable payroll taxes, benefits, insurance, general administrative overheads, senior management charges, profit, [redacted] expendables, consumables and all direct and indirect costs set forth in Appendix PS-3 COSTS INCLUDED WITHIN PRICING SCHEDULES or the applicable Scope of Work document. Costs as set forth in Appendix PS-4 NON REIMBURSABLE COSTS or the applicable Scope of Work document are not billable. Only job titles as set forth in this Appendix PS-6 PRICING SCHEDULE - T&M shall be billable. If any Work involves job classifications or equipment not specifically set forth in the appendix such rates shall be submitted to Owner for approval prior to the start of Work and the job classifications or equipment will be added to Appendix PS-6.

3.2 Rates shown in Appendix PS-6 PRICING SCHEDULE – T&M will be in effect for the duration of the Agreement and effected dates shall be dictated by the Terms as listed in the Appendix PS-6 PRICING SCHEDULE – T&M.

3.3. ~~3.3.~~ *Labor*. If any Services using time and material prices, in whole or in part, involves labor not specifically addressed in the unit pricing established pursuant to Section 3 of this Pricing Schedule, the hourly labor rates set forth in PRICING

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SCHEDULE - T&M attached to this Agreement shall be used for pricing labor. Labor charges shall commence at the designated time for departure from, or commencement of Work at, the show-up site (which may be the job site) for the applicable Work; ~~*provided*~~

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that if Contractor arrives late to the show-up site, such charges shall commence at the time that Contractor is prepared to leave the show-up site and/or commence such Work. Rate classifications are as follows:

(a) ~~(a)~~ "*Straight Time*" is defined as the first [redacted], between the hours of 6am - 6pm), as determined by the Owner Representative for the affected Project.

(b) ~~(b)~~ "*Overtime*" (time-and-one-half) is defined as time worked, scheduled or unscheduled, after the Straight Time hours [redacted]

(c) ~~(c)~~ "*Double Time*" applies to Sundays and Holidays when requested to Work by the Owner Representative for the affected Project, however, Holidays worked as Make-Up Days shall not be billed as Double Time but instead shall be billed as Straight Time;

[redacted]

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Notwithstanding anything to the contrary in the Contract Documents, Contractor shall perform Work using Overtime and/or Double Time rates only after written authorization by the Owner Representative for the affected Project, which may be granted or withheld in such Owner Representative's sole discretion, or as required by Law, and in such authorized cases, applicable Overtime and Double Time rates shall be used for Contractor's non-exempt ~~personnel.~~ Resources. Double Time billing rates for Holidays shall only apply to Holidays designated in this Agreement~~.~~ as listed in Master Service Agreement, Article 1). Contractor shall not be reimbursed for Holidays beyond the hours actually worked by Contractor's ~~personnel.~~ Resources. No reimbursement will be made for Holidays not worked. Owner shall not be billed for Contractor's holidays. Contractor shall not be entitled to premium time quoted, estimated and/or otherwise anticipated, but not actually worked.

The labor prices contained in PRICING SCHEDULE - T&M have been calculated consistent with the methodologies set forth in cost-plus pricing methodologies in Section 3 of this Pricing Schedule, and any labor rates not identified in PRICING SCHEDULE - T&M shall be established consistent with such methodology.

3.4. ~~3.4.~~ *Equipment*. If any Services using time and material prices, in whole or in part, involves equipment not specifically addressed in the unit pricing established pursuant to Section 3 of this Pricing Schedule, the equipment rates set forth in PRICING SCHEDULE - T&M attached to this Agreement shall be used for pricing equipment. Hourly equipment rental rates shall be the applicable weekly rate divided by 40. Equipment rates shall be used only if Contractor mobilizes equipment to a Site, and such equipment is maintained in operating condition. Costs for labor associated with the operation of such equipment are not included in such equipment rates~~,~~ and shall be determined in accordance with Section 3.3 of this Pricing Schedule. Equipment prices will apply without increase or other modification for use with Overtime and/or Double Time labor. The aggregate equipment charges for any single piece of Contractor-owned equipment used in all Work shall be limited to the fair market value of the piece of [redacted] to the ~~first~~ Work, is priced involving usage of such piece of equipment.

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The equipment prices contained in PRICING SCHEDULE - T&M have been calculated consistent with the methodologies set forth in cost-plus pricing methodologies in Section 3 of this Pricing Schedule, and any equipment rates not identified in PRICING SCHEDULE - T&M (including rental equipment) shall be established consistent with such methodology; *provided* that fuel, insurance, depreciation, overhead, profit and all costs associated with the operation and maintenance of that equipment in good working order on the job have been (and will be) included in the equipment rates. [redacted]

3.5. ~~3.5.~~ *Major Equipment*. Allowable costs may include appropriate amounts for [redacted] (equipment with an individual purchase cost of more than [redacted] specifically needed and used for Work performed on a cost-plus basis. For Contractor-owned equipment, allowable "bare" equipment rates shall be the weekly rate listed in the most current publication [redacted]) divided by 40 to arrive at a maximum allowable hourly rate to be applied to the actual hours of equipment usage. Notwithstanding anything to the contrary in this Pricing Schedule, for Contractor-owned equipment, the aggregate equipment charges for any single piece of equipment used for Work (however priced) shall be limited to the fair market value of the piece of equipment. If Contractor requires rental equipment, Contractor shall obtain the prior approval of the applicable Owner Representative before renting such equipment, and the allowable costs for such rented equipment shall not exceed the applicable State of Connecticut rates listed in the most current publication [redacted]

3.6. ~~3.6.~~ *Standby Charges*. Standby Charges for major equipment shall be included in actual costs only if Contractor mobilizes such equipment to the Site consistent with the Work Schedule, such equipment is maintained in operating condition, and the Owner's Representative directs Contractor not to use such major equipment [redacted]

3.7. ~~3.7.~~ *Materials*. Time and material prices for any materials supplied by Contractor in accordance with Section 9.1(a) of this Agreement shall be based on the cost of such materials (determined in accordance with Section 3), plus the Mark-Up Percentage Fee for materials (as set forth in PRICING SCHEDULE - T&M attached to this Agreement).

3.8. ~~3.8.~~ *Not-to-Exceed*. If specified in a Work Release, Project Specific Agreement and/or any Change Order, unless Owner initiates a Change Order, Contractor's charges for all or a portion of Services using time and material pricing shall

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not exceed a maximum amount established by the Parties, and Owner shall not be liable for any charge in excess of such maximum.

~~3.9.~~

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3.9. *Additional Fixed Rates*. All time and material rates listed in this Pricing Schedule shall remain firm through the applicable period set forth in the PRICING SCHEDULE - T&M referenced in this Section 3. Thereafter, in the event Contractor desires to modify such rates for a subsequent rate period, or to add compensable Services not identified in the Pricing Schedule, Contractor shall submit a proposal to Owner containing fixed rates for a period of not less than twelve (12) months from the applicable effective date for:

(a) ~~(a)~~ compensable Services not identified in this Pricing Schedule; and/or

(b) ~~(b)~~ the period after the expiration of the last Term ("*Last Rate Period*") for the applicable Service identified in this Pricing Schedule.

(c) ~~(c)~~ The Parties shall negotiate each such proposal in good faith, and acceptance thereof shall be evidenced by an additional rate schedule for the applicable rate period signed by both Parties that shall be appended to, and automatically constitute a part of, this Pricing Schedule.

3.10. ~~3.10.~~ Notwithstanding anything to the contrary in the Contract Documents, Contractor shall bill the Owner Overtime and/or Double Time rates only after written authorization by the Owner's Representative, which may be granted or withheld in the Owner's Representative's sole and exclusive discretion. Contractor shall not charge an extra or otherwise impose any premium for shift or night work. No payment will be made for holidays not worked. Daily time sheets with names of all Contractor's employees working on the Project and the paid hours worked by Contractor's employees will be required to be submitted to Owner for both labor and equipment used by Contractor for the relevant time periods.

3.11. ~~3.11.~~ *Intentionally omitted*

3.12. [redacted]

3.13. ~~3.13.~~ *Markup Percentage Fee.*

3.13.1. ~~3.13.1.~~ The mark-ups (each a "*Markup Percentage Fee*") set forth in PRICING SCHEDULE - T&M attached to this Pricing Schedule shall [redacted] Unless the Parties establish a

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lower mark-up in a Work Release or Project Specific Agreement for cost-based pricing, the Markup Percentage Fee set forth in PRICING SCHEDULE - T&M shall apply to each Project. The Markup Percentage Fee shall be a single mark-up as set forth in PRICING SCHEDULE - T&M applied to the net direct cost (excluding taxes and reimbursable costs) [redacted]

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[redacted] that that neither Contractor, nor any Subcontractor (at any tier) shall be entitled to, or otherwise receive any Markup Percentage Fee with respect to equipment. To the extent that any charges by any Subcontractor(s) (including any Work performed by lower tier contractors) include any cost-based pricing, the aggregate markup charged to, and paid by, Owner shall be the Markup Percentage Fee set forth in PRICING SCHEDULE - T&M as applied to the original cost; accordingly, such Subcontractor(s) shall not markup such costs, and Contractor and such Subcontractor(s) shall address the sharing of that single, combined fee in the applicable subcontract(s).

Notwithstanding anything to the contrary in this Pricing Schedule, Contractor shall not include or otherwise impose on Owner any handling charge and/or percentage mark-up for the premium portion of any service, procurement or other Work. The foregoing pricing limitations shall apply equally to any and all subcontracting undertaken, at any tier, by, and/or on behalf of, any Subcontractor.

3.13.2. ~~3.13.2.~~ Without limiting the generality of the [redacted] is intended to cover Contractor's profit and all indirect costs associated with such Work. Items intended to be covered by [redacted] include: home office expenses, branch office and field office overhead expense of any kind; project management; superintendents, general foremen; estimating, engineering; coordinating; expediting; purchasing; detailing; legal, accounting, data processing or other administrative expenses; shop drawings; Permits; auto insurance and umbrella [redacted] also covers the cost for the use of small tools (tools and equipment (power or non-power) with an individual purchase cost of less than $750.00).

4. PRICING DURING CERTAIN WORK CONDITIONS

4.1. ~~4.1.~~ *Intentionally omitted*

4.2. ~~4.2.~~ *Inclement Weather Work.* Contractor shall be responsible for ensuring safe working conditions for its workers. If Contractor has agreed to perform any Inclement Weather Work using time and material rates, Owner will pay for such labor at the rates already in effect at the time; *provided* that:

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(a) ~~(a)~~ Contractor will be paid for labor only for two (2) hours at Straight Time rates by Owner for line workers reporting for Work and, because of inclement-

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weather conditions, are determined by agreement between the applicable Owner Representative and the Contractor Representative to be unable to work; or

(b) [redacted] interferes with Work after the workers have begun such Work as determined by agreement between the applicable Owner Representative and the Contractor Representative, Owner will pay, at Straight Time rates, for the greater of four (4) hours or the actual hours worked for both labor and associated equipment directly associated with such affected Work.

4.3. ~~4.3.~~ *Trouble/Non-Storm Work*. When the Contractor's employees are directed by an Owner Representative to perform Trouble/Non-Storm Work during Normal Working Hours, Contractor shall bill the Straight Time rate. If Contractor's employees perform Trouble/Non-Storm Work that persist outside of Normal Working Hours, Contractor shall bill the Overtime rate for such portion of such Trouble/Non-Storm Work, *except* Contractor shall bill Double Time rates for any portion of Trouble/Non-Storm Work that occurs on Sundays and Holidays. For Trouble/Non-Storm Work, Owner shall pay Contractor for the greater of two (2) hours or actual time worked. Owner shall pay travel time to the applicable Site at the same rate as paid for the related Trouble/Non-Storm Work time. Contractor shall use its best efforts to assign crews residing in the State in which the Trouble/Non-Storm Work will be performed before calling in crews from other States in order to minimize initial travel time. Trouble/Non-Storm Work shall not be priced using the firm fixed price methodology. Contractor shall submit [redacted] time sheets for Trouble/Non-Storm Work to the Owner Representative for review and approval, which, once [redacted] shall constitute the Work Release for such Trouble/Non-Storm Work. Contractor shall invoice Owner upon completion of the Trouble/Non-Storm Work, unless such Trouble/Non-Storm Work assignment extends beyond two weeks, in which case, Contractor may bill every two weeks; *provided* that Contractor has submitted, and the Owner Representative has approved, the time sheets that support any such invoice. "*Normal Working Hours*" shall be 6:00 a.m. to 6:00 p.m.; ten (10) hours per day for four (4) days a week; or eight (8) hours per day for five (5) days a week, as determined at Owner's discretion, Monday through Friday.

4.4. ~~4.4.~~ *Emergency Response Work*.

(a) ~~(a)~~ Owner shall compensate Contractor for Emergency Response Work assigned to Contractor based on Contractor's applicable Emergency Response rates [redacted] from the commencement of such Emergency Response Work at the Site through the termination of Emergency Response Work at the Site, excluding rest time during that period. Emergency Response rates for labor shall be rates equal to the [redacted]

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[redacted]Rates set forth in Appendix PS-6 PRICING SCHEDULE - T&M.- Unless otherwise approved by the applicable Owner Representative, employee work hours for Emergency Response Work shall be limited to sixteen (16) continuous hours with eight (8)-

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hours of rest before returning to work. 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. Contractor's invoices for Emergency Response Work shall be accompanied by signed time sheets and receipts for reimbursable expense items for the period covered that have been approved by the applicable Owner Representative.

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

(c) ~~(c)~~ For purposes of this Paragraph 4.4, the following capitalized terms shall have the following definitions:

'Travel per diem: Lodging' is the per diem reimbursement for lodging applicable to Contractor's ~~personnel~~Resources, located outside of Owner's service territory in which Emergency Response Work is to be performed for the period that Contractor is compensated for such ~~personnel~~Resources at the Travel Time Rates for Labor. To calculate the 'Travel per diem: Lodging', the total number of hours (rounded to the nearest whole number) (including rest time) reasonably necessary for Contractor Resources to travel the distance each way between the Contractor Resources deployment location of Contractor's ~~personnel~~Resources and the Site or onboarding site designated by Owner (if Contractor ~~personnel~~Resources are to travel to such onboarding site first) shall be divided by 24 and rounded to the nearest whole number. This whole number then shall be multiplied by the per diem rate of [redacted] per person.

'Travel per diem: Meals' is the per diem reimbursement for meals applicable to Contractor's ~~personnel~~Resources located outside of Owner's service territory in which Emergency Response Work is to be performed for the period that Contractor is compensated for such ~~personnel~~Resources at the Travel Time Rates for Labor. To calculate the 'Travel per diem: Meals', the total number of hours (rounded to the nearest whole number) (including rest time) reasonably necessary for Contractor's ~~personnel~~Resources to travel the distance each way between the deployment location of Contractor's ~~personnel~~Resources and the

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Site or onboarding site designated by Owner (if Contractor ~~personnel~~Resources are to travel to such onboarding site first) shall [redacted]

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'Travel Time Rates for Labor' are the rates applicable for travel time expended by Contractor's ~~personnel~~Resources 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 deployment location of Contractor's ~~personnel~~Resources 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's ~~personnel~~Resources.

(d) ~~(d)~~ Travel Time Rates for Labor shall be as follows:

(i) ~~(i)~~ If at the time Owner requires Emergency Response Work, the responding Contractor ~~personnel~~Resources are located outside of Owner's service territory in which Emergency Response Work is to be performed (the "Normal Work Location"), Travel Time Rates for Labor for travel time for Contractor ~~personnel~~Resources to and from the Site or onboarding site designated by Owner shall be compensated at Overtime Rates, as specified in Appendix PS-6 PRICING SCHEDULE - T&M; or

(ii) ~~(ii)~~ If at the time Owner requires Emergency Response Work, Contractor is performing Work at a Site located within Owner's service territory in which Emergency Response Work is to be performed (the "Normal Work Location"), travel to and from the Site or onboarding site designated by Owner, as applicable, for Emergency Response Work shall be compensated at Straight Time, as specified in Appendix PS-6 PRICING SCHEDULE - T&M; *provided*, that if Owner requires travel outside of Normal Work Hours (as defined in Section 3 of the Pricing Schedule), to the extent travel distance from Contractor's facility is greater than travel to the Normal Work Location, Travel Time Rates for Labor shall be equal to Overtime Rates, as specified in Appendix PS-6 PRICING SCHEDULE - T&M.

During Normal Working Hours, Owner may require Contractor to report to a show up location in anticipation of performing Emergency Response

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Work. -Travel to and from the show up location shall be compensated as provided for above.- Contractor will be paid its standard labor and equipment rates for the period of time that labor and equipment is held at the show up location.–

~~(e)~~

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(e) Equipment Rates: Equipment Rates for Emergency Response Work shall be at the rates set forth in Appendix PS-6 PRICING SCHEDULE - T&M. All maintenance, fuel, delivery, and other charges associated with the equipment shall be included in the Emergency Response Rates for Equipment. If Owner provides any fuel, 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.

(f) ~~(f)~~ Reimbursable Expenses: Unless otherwise agreed to in writing by Owner, all of Contractor's reimbursable expenses shall be compensated by Owner paying the 'Travel per diem: Meals' and 'Travel per diem: Lodging' amounts calculated as provided above. Unless otherwise agreed to in writing by Owner, all of Contractor's reimbursable expenses are accounted for in the 'Travel per diem: Meals', 'Travel per diem: Lodging' and rates for Equipment set forth above, including Contractor's meals, lodging, fuel, tolls and other travel-related expenses incurred by Contractor during Emergency Response Work mobilization and de-mobilization.

(g) ~~(g)~~ If the Contractor requires lodging while performing Emergency Response Work and is located within the Owner's service territory and Contractor is required to pay for lodging because the Owner did not [redacted] Contractor will be reimbursed at the 'Travel per Diem: Lodging' rate as listed above. Provided the Owner agrees in writing, when the Contractor requires a meal the Owner does not provide to the Contractor while performing Emergency Response Work and the Contractor is located within the Owner's service territory, Owner will reimburse Contractor [redacted] per meal, up to two meals per day or [redacted] per day for more than two meals per day. 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.

5. ~~5.~~ MISCELLANEOUS

5.1. ~~5.1.~~ *Reimbursable Costs*. Contractor shall be entitled to reimbursement for the following costs associated with such Work:

5.1.1. ~~5.1.1.~~ *Excess Travel*. Unless otherwise specified in the applicable Work Release, Work performed on a firm fixed price basis or subject to a not-to- exceed amount includes travel time from the show-up site to the job site of 30 minutes of travel time each way (for Fairfield County, Connecticut), or 15 minutes of travel time each way (for all other parts of Connecticut ~~and~~,

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Massachusetts. [redacted] If Contractor expects that actual travel time for such Work will exceed such durations, then Contractor may request-

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reimbursement for excess travel time which, if approved, shall be included in the applicable Work Release or Change Order (using the hourly labor rates set forth in PRICING SCHEDULE - T&M, or such lesser rates as mutually agreed) and shall remain fixed for the duration of such Project. Unless so approved and included in the applicable Work Release or Change Order, Contractor shall not be entitled to reimbursement for such excess travel time.

5.1.2. ~~5.1.2.~~ *Meals*. Owner shall not be billed for Contractor's normal complement of employee's rooming costs or meals for any Work within Normal Working Hours. Under any of the following circumstances, Contractor will bill Owner for a fixed meal money allowance equal to [redacted] per meal for Work performed by bargaining unit members using time and equipment and/or cost- plus pricing methodologies:

(a) ~~(a)~~ after nine and one-half (9 ½) hours from start of work on a scheduled eight (8) hour work day and every five (5) hours thereafter;

(b) ~~(b)~~ after twelve (12) hours from start of work on a scheduled ten (10) hour workday and every five (5) hours thereafter; or

(c) ~~(c)~~ after ten and one-half (10 ½) hours from show-up site arrival for scheduled/unscheduled Overtime Work and every five (5) hours thereafter.

provided that (i) if, for any reason, Owner pays for, and/or provides the meals for any bargaining unit members, [redacted] Contractor shall not bill Owner for the meal money allowances for the affected workers [redacted].

~~5.2.~~

5.2. *Constructability Review*. Owner may use a constructability review process as a means of improving and/or updating the Project design prior to receiving a quote from Contractor. Contractor shall have the right to receive reimbursement for such constructability review labor for a single employee (up to the classification of general foreman) and one vehicle (pick-up truck), even if Owner does not award such work to Contractor (and/or any other contractor). Contractor invoices for constructability reviews should reference the Project name and number, Owner inquiry number, purchase order and Work Release established only for constructability reviews, appropriate "work order" from the Project, and the Owner Representative's name.

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5.3. ~~5.3.~~ *Other Reimbursable Costs*.- If Services for a Project are exclusively priced using the time and material methodology set forth in Section 3, Owner shall reimburse Contractor for the following costs without profit or mark-up whatsoever-

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(unless specifically indicated below), as incurred in performing the Work on such Project, but only if and to the extent not already included in any other respect in another aspect of time and material pricing and/or not otherwise addressed elsewhere in the Contract Documents;

(a) ~~(a)~~ to the extent authorized in writing by the Owner Representative for a Project prior to incurrence, the actual cost of any manufacturer's representatives, service engineers, start-up engineers, instrument check and calibration technicians and other manufacturer's special services;

(b) ~~(b)~~ net cost of correcting faulty materials furnished by Owner;

(c) ~~(c)~~ to the extent authorized in writing by the Owner Representative for a Project prior to incurrence, the net cost of testing services by Third Parties, unless necessary as a result of negligence on the part of Contractor and/or its Subcontractor;

(d) ~~(d)~~ net cost of Owner-requested field office facilities equipment for exclusive use by the Owner Representative for such Project;

(e) ~~(e)~~ **the actual rate charged by a Subcontractor on such Project for services rendered, plus the Markup Percentage Fee in Appendix PS-6 PRICING SCHEDULE - T&M; *provided* that flagging/police services are not subject to a subcontractor markup unless the Owner Representative for such Project specifically requests that Contractor directly retain such services, rather than just coordinate them with the flagging company or police department;**

(f) ~~(f)~~ net direct cost paid by Contractor to Third Parties as rent or similar occupancy cost for parking, show-up, laydown and/or storage area(s) acquired for such Project (plus the Markup Percentage Fee in Appendix PS-6 PRICING SCHEDULE - T&M); *provided* that notwithstanding anything in this Pricing Schedule or elsewhere in the Contract Documents, Contractor shall not be entitled to recover and/or be reimbursed for (i) the internal costs of Contractor and/or any Subcontractor in locating, negotiating, acquiring, preparing and/or otherwise arranging such parking, show-up, laydown and/or storage area(s); and/or (ii) the costs associated with acquisition of a fee interest in any parking, show-up, laydown and/or storage area(s) and/or any other real property interest in the same that extends beyond the period required to perform the Work;

(g) ~~(g)~~ net cost paid by Contractor to a Governmental Authority as a filing fees and/or other charge as a condition to the issuance of a Contractor Permit required for such Project by such Governmental Authority; *excluding*, *however*,

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any such fee and/or charge required for construction equipment; and

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(h) to the extent authorized in writing by the Owner Representative for a Project prior to incurrence, the net cost for Contractor to verify, sign for, unload and accept vendor delivered materials to the storage/staging areas.

Contractor's invoicing of reimbursable costs shall be supported by reasonably detailed documentation and such other verification as requested by Owner which, in the case of Subcontractor services (including materials and supplies), shall include signed time sheets, subcontractor invoices, and delivery receipts or other relevant documentation. Contractor shall use all reasonable efforts to mitigate the costs incurred in connection with all reimbursable costs and expenses, including, in the case of any reimbursable labor, using workers with the lowest rate appropriate for the Work.

5.4. ~~5.4.~~ *Additional Requirements*. With respect to Work using time and material and/or cost-plus pricing methodologies:

(a) ~~(a)~~ When material transport is requested by the Owner Representative for the applicable Project, Contractor shall invoice such transport charge using the hourly rate of the 5th step apprentice, or lowest job classification on the applicable Site, whichever is lower and Contractor shall only be permitted to invoice for a maximum of up to two (2) workers with respect to such material transport charge.

(b) ~~(b)~~ When Contractor performs flagging Services (pursuant and subject to the terms and conditions of Section 9.9(b) of this Agreement), Contractor shall invoice such flagging Services using the hourly rate of the 5th step apprentice, or lowest job classification on the applicable Site, whichever is lower.

(c) ~~(c)~~ If requested by Contractor in connection with the award of a Project, Contractor and the Owner Representative for such Project shall negotiate in good faith to establish in writing a reasonable guaranteed maximum for mobilization and demobilization prior to award of such Project; *provided* that if Contractor does not incur any mobilization and/or demobilization charges, then Contractor shall not invoice Owner for such expense(s). Owner shall be entitled to deny, in which case Contractor shall not be reimbursed for, mobilization and demobilization costs for failure to secure such pre-approval.

6. ~~6.~~ STATE OF CT - CONTINUING CONTRACTOR REQUIREMENTS

For Work in Connecticut, Contractor shall comply with the Continuing Contracting requirements of the State of Connecticut as in effect from time to time, including the following:

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6.1 The hourly rate charged for equipment shall not exceed the calculated hourly rate for [redacted] Book ~~as published by~~ EquipmentWatch~~.~~ (equipmentwatch.com).

6.2 ~~6.2~~ The rates charged to Owner for Work on State of Connecticut highways shall not exceed rates charged to Owner for any other Work.

6.3 ~~6.3~~ Contractor hereby grants the DOT in Connecticut and the Federal Highway Administration the right to audit all records of Contractor and its Subcontractors pertaining to highway relocation Work. ~~-~~Without limiting Contractor's obligations under this Agreement, Contractor shall maintain such records for at least (i) three (3) years after Final Acceptance of any Project that is fully or partially funded by the State of Connecticut, and (ii) five (5) years after Final Acceptance of any Project that has Federal participation.

6.4 ~~6.4~~ Contractor shall prepare, sign and obtain the written approval from the applicable DOT inspector in Connecticut of all Con 40/41s within fifteen (15) days after the date Contractor performed the applicable Work. ~~-~~Without limiting the generality of the foregoing, unless otherwise directed by the applicable Owner Representative, all Work designated with an Owner activity code of HRU, HRO, HRD or HRL shall require such preparation, submission and approval of Con 40/41s. ~~-~~Copies of the most recent versions of Con 40 and 41 are attached (reference Appendices F-01 and F-02, respectively, to Exhibit E, of this Agreement), and Contractor shall use such versions or approved modifications thereof.

6.5 ~~6.5~~ Contractor shall provide the DOT in Connecticut with the original signed Con 40/41 at the time of signing.

6.6 ~~6.6~~ Contractor shall send one copy of the approved Con 40/41 to the following Person and/or such other Persons designated in writing by Owner:

Eversource Energy Service Company
P.O. Box 5017
Hartford, Connecticut 06102-5017
Attention: Accounts Payable
~~Attention: Accounts Payable~~

~~6.7~~

6.7 As a condition of payment, Contractor shall attach one copy of each approved Con 40/41 to the corresponding invoice submitted to Owner for payment.

6.8 ~~6.8~~ In addition to the requirement to separately invoice each Project, within each Project, Contractor shall invoice Owner for Work on State of Connecticut

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highways separate from charges to Owner for any other Work.

6.9 ~~6.9~~ Annually, Contractor shall execute and submit to the following Person and/or such other Persons designated in writing by Owner a Continuing Contractor-

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Certification (reference Appendix F-03 in Exhibit E. of this Agreement), as the same may be modified from time to time by notice given by Owner to Contractor:

Eversource Energy Service Company
P.O. Box 270
Hartford, Connecticut 06141-0270
Attention: Manager, Contract Services
~~Attention: Manager, Contract Services~~

~~7.~~

7. NON-REIMBURSABLE COSTS

Notwithstanding anything to the contrary in the Work Release, Project-Specific Agreement or any other Contract Documents, and irrespective of the pricing methodology in effect for a particular Project, the following are specifically excluded from reimbursable costs, and Contractor shall bear sole responsibility for such costs:

7.1. ~~7.1.~~ general performance bonds (including any tax bond furnished to any Governmental Authority), Town-required license, and any other Permits that are not job-specific;

7.2. ~~7.2.~~ costs for adjustment and corrective work which is due to the Contractor's improper performance of the Work;

7.3. ~~7.3.~~ costs for warranty and corrective work (including factory service engineer), as required, that must be performed by Contractor to correct faulty service, equipment and/or materials furnished by Contractor;

7.4. ~~7.4.~~ any hourly rate for labor other than Straight Time *unless* such Overtime or Double Time rate has been authorized in writing by the applicable Owner Representative;

7.5. ~~7.5.~~ invoices not accompanied by Owner Representative signed timesheets/Contractor Daily Work Reports (reference Section 12.b, Exhibit E of this Agreement);

7.6. ~~7.6.~~ any extra/out of scope work not supported by a Change Order signed by Owner;

7.7. ~~7.7.~~ any cost for labor or equipment assigned to a Project using time and equipment and/or cost-plus pricing methodologies without the approval of the Owner Representative;

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7.8. ~~7.8.~~ Subcontractor charges not authorized by the applicable Owner Representative for reimbursement prior to the start of such Subcontractor's work;

~~7.9.~~

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7.9. mobilization or demobilization charges not authorized for reimbursement by the applicable Owner Representative (in accordance with Section I, Paragraph 5.4(c) above) prior to the mobilization or demobilization;

7.10. ~~7.10.~~ taking an inventory of material;

7.11. ~~7.11.~~ construction time restrictions due to compliance with requirements of Governmental Authorities;

7.12. ~~7.12.~~ removal of "stuck" vehicles from show-up sites;

7.13. ~~7.13.~~ cleaning up the show-up site or trailers; and

7.14. ~~7.14.~~ travel time and expenses to locate and secure parking, show-up, laydown and/or storage area(s).

8. ~~8.~~ SUSPENSION/CANCELLATION

Suspension and cancellation expenses under this Agreement shall be calculated using the methodologies for cost recovery set forth in Section 3 of this Pricing Schedule, plus, in the case of cancellation expenses, the applicable Markup Percentage Fee under Section I, Paragraph 3.7 of this Pricing Schedule; *provided* that:

8.1. ~~8.1.~~ labor costs shall include only those workers or crews of workers actually and to the extent affected by the suspension and/or cancellation;

8.2 material costs, if any, shall reflect Contractor's reasonably anticipated net actual cost for the purchase of the material needed as a result of the suspension and/or cancellation; and

8.3. equipment shall be priced at the lower of (i) the applicable rate(s) set forth in PRICING SCHEDULE - T&M; or (ii) the charges resulting from the cost-based pricing methodology in Section 3 above.

9. ~~9.~~ ACCURATE PRICING

9.1. ~~9.1.~~ Accurate Invoicing. Contractor shall submit, and shall cause each Subcontractor at any tier to submit, invoicing which is accurate, current and complete, and otherwise in accordance with the terms of this Agreement. If Contractor and/or any Subcontractor submits any cost and pricing data (whether approved or not) that was inaccurate, incomplete, not current, or not in compliance with the terms of this Agreement at the time of such submittal, Owner shall appropriately adjust such pricing. Such post- approval price adjustments will apply to Contractor and all levels of

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Subcontractors.

~~9.2.~~

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9.2. Labor Detail. In furtherance of Section 3 of this Pricing Schedule, for any charges using the cost-based methodology, Contractor shall provide, and shall cause each Subcontractor at any tier to provide, a breakdown of allowable labor and labor burden cost in accordance with Section I, Paragraphs 3.1 and 3.2 of this Pricing Schedule. Such information shall represent an accurate estimate of Contractor's actual labor and labor burden cost components.

9.3. ~~9.3.~~ Discounts. All net earnings from rebates, refunds or discounts shall be accounted for by Contractor and applied in a reduction of the cost of the Work. All bills to be paid by Contractor on account of the Work shall be so paid as to take advantage of any and all trade, time or other discounts.

10. ~~10.~~ AUDIT RIGHTS

10.1. ~~10.1.~~ Additional Audit Rights. In addition to the general audit rights of Owner under Article 14.11 of the Agreement, Owner shall have the right, directly and/or through its designated representatives, to examine, copy and/or scan the records of Contractor and/or any Subcontractor at any tier (during the contract period and for each Project, six (6) years after Final Acceptance of such Project) to verify the accuracy and appropriateness of the pricing data used in accordance with this Pricing Schedule. Such records shall include any and all information, materials and data of every kind and character, including records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that in Owner's judgment may have any bearing on or pertain to any matters, rights, duties or obligations under or covered by pricing under this Pricing Schedule. Such records in whatever form (hard and electronic (if available) copies) shall include written policies and procedures; time sheets; payroll registers; payroll records; cancelled payroll checks; subcontract files (including proposals of successful and unsuccessful bidders, and bid recaps); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; invoices and related payment documentation; general ledger; records detailing cash and trade discounts earned, insurance rebates and dividends; and any other records which may have a bearing on matters of interest to Owner in connection with dealings with Owner to the extent necessary to adequately permit evaluation and verification of any or all charges. Contractor shall furnish adequate and appropriate work space to Owner for the conduct of such audit.

10.2. ~~10.2.~~ Verification; Access. Without limiting any of its rights and remedies hereunder, at Law and/or in equity, Owner, directly and/or through its designated representatives, shall have (a) the right to conduct verifications such as counting

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employees at the Site, witnessing the distribution of payroll, and verifying information and amounts through interviews and written confirmations with Contractor employees, field and agency labor, and Subcontractors; and (b) reasonable access to Contractor's facilities, including the-

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right to interview all current or former employees and to discuss matters pertinent to the performance of this Agreement.

10.3. ~~10.3.~~ Cost Recovery. If an audit inspection or examination in accordance with this Pricing Schedule discloses overpricing or overcharges (of any nature including clerical errors and/or charges for Work not performed) by Contractor to Owner in excess of one percent (1%) of the aggregate billings for Work priced under this Pricing Schedule, in addition to refunding or otherwise making adjustments for the overcharges, Contractor shall fully reimburse Owner for the reasonable actual cost of Owner's audit. Any adjustments and/or payments due as a result of any such audit or inspection of Contractor's invoices and/or records shall be made within one hundred eighty (180) days after the date of the audit.

11. ~~11.~~ SUBCONTRACTORS

Contractor shall incorporate and require the incorporation of the provisions of this Pricing Schedule into all agreements with Subcontractors at any tier. Such requirements shall specifically include flow-down right of audit provisions. Contractor will cooperate fully, and will cause all Subcontractors to cooperate fully, in furnishing and/or in making readily available to Owner from time to time whenever requested, in an expeditious manner, any and all information, materials and data required under this Agreement.

12. BUSINESS EXPENSE & PERSONAL TRAVEL AND LIVING EXPENSES

Unless specifically addressed in other portions of the Contract Documents, whenever work is performed on a firm fixed price, unit price, or time and material basis, all costs including but not limited to, all business expenses and personal travel and living expenses shall be included in the firm fixed price, unit prices, or time and material rates.

13. DIRECT [redacted] COSTS

Whenever the work is to be billed at Direct [redacted] COSTS.

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Appendix PS-1

PRICING SCHEDULE - FIRM FIXED PRICE

[THIS IS A TEMPLATE AND CAN BE USED FOR FIXED PRICE WORK / A SUBSTITUTE FORM MAY BE USED IN PLACE OF THIS FORM]

The following Firm Fixed Prices (F.O.B. Project Site, freight prepaid) shall be for all costs to perform the Work.

Description of Work	Firm Fixed Price

Schedule of Values				
Description of Work	Material Price	Labor Price	Equipment Price	[redacted]
Performance Assurance				
Substantial Completion				
Final Acceptance				
Total Firm Fixed Price				

~~EVERSOURCE CONFIDENTIAL~~

~~T&D Construction Pricing Schedule 02.10.17~~

EVERSOURCE CONFIDENTIAL AND PROPRIETARY

T&D Construction Pricing Schedule 20220908

Appendix PS-2

PRICING SCHEDULE - UNIT PRICE-

See attached Unit Price Schedule

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Appendix PS-3

COSTS INCLUDED WITHIN PRICING SCHEDULES

The prices and rates set forth in ~~this appendix~~Exhibit B Pricing Schedule cover all direct and indirect costs of furnishing Work including but not limited to:

1. All business expenses
2. All personal travel and living expenses
3. All [redacted] profit;
4. Home office costs including [redacted]
   a. Contractor's business systems (accounting, computer processing, payroll, etc.)
   b. Office Managers
   c. Intellectual Property Rights
   d. Services of executive officers, senior project management, and other home office employees (including travel and living expenses)
   e. computers
   f. printers
   g. scanners
   h. conference call charges
   i. copiers
   j. [redacted]
   ~~j.~~k. Any other expenses related to the home office to support field work
5. Overhead expenses including [redacted]
   a. payroll
   b. administrative services
   c. clerical support
   d. accounting services
   e. procurement services
   f. office supplies
   g. expenses in obtaining bonds and/or permits
   h. prints and report expenses
   i. marketing services
   j. rent
   k. stationery
   l. postage
   m. communication services
6. Field Management, administrative and clerical services:

[redacted]

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~~a.~~b. costs to schedule, coordinate and manage the Work, including but not limited to scheduling manpower and equipment to address planned or emergency work lay out, coordinate joint trenching activities, traffic control arrangements, obtain permits, pre-mark CBYD or applicable equivalent in the jurisdiction in which Work is to be performed and otherwise perform preconstruction activities;

~~b.~~c. all job-Site Contractor communication costs, including [redacted] home office telephone, cell phone, text messaging, pager, radio, conference calls, and facsimile [redacted]

~~c.~~d. insurance coverages as required by the Contract Documents

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Appendix PS-4

NON REIMBURSABLE COSTS

Notwithstanding anything to the contrary in this Pricing Schedule and the other Contract Documents, Contractor shall bear sole responsibility for the following costs:

1. general performance bonds (including any tax bond furnished to any Governmental Authority), Town-required licenses, and any other Permits that are not job-specific; obtaining required insurance coverage and providing insurance certificates to Owner
2. any rate for labor other than Straight Time *unless* an Overtime or Double Time rate has been authorized in writing by the Owner's Representative;
3. any extra/out of scope work not supported by a Change Order signed by the Owner's Representative;
4. any cost for labor or equipment assigned to the Work without the approval of the Owner's Representative;
5. Subcontractor charges not authorized by the Owner's Representative for reimbursement prior to the start of such Subcontractor's work.

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Appendix PS-5

DIRECT- [redacted]

Cost Classification	Direct Actual Cost
Labor Billing Rates	[redacted]
Unit Prices	
Equipment Standby Rates	
Materials	
Subcontractors	

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Appendix PS-6

PRICING

SCHEDULE - T&M

The Pricing Schedule - T&M contains the hourly rates for labor and equipment along with information on miscellaneous rates and comments on Small Tools [redacted] that apply with this Agreement. These rates are found in attached Excel Workbooks.

[redacted]

[Applicable T&M rate sheets are to be referenced or inserted here]

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EVERSOURCE ENERGY SERVICE COMPANY

("Owner")

~~**EXHIBIT B – PRICING SCHEDULE**~~

The provisions of this Pricing Schedule shall control in the event of a conflict with any pricing provisions of any other ~~Contract~~Agreement Documents; provided that the pricing and/or methodologies set forth in this Pricing Schedule shall not modify, reduce, or otherwise affect in any manner whatsoever Contractor's obligation to perform the Work as described in the ~~Contract~~Agreement Documents. This Pricing Schedule shall govern the pricing of all Work that is awarded on a firm fixed price, unit price, or time and material basis whether submitted by Contractor and/or any Subcontractors (including any and all other lower tier sub-Subcontractors) and establishes guidelines for the reimbursement of ordinary, necessary and reasonable business expenses incurred by Contractor. In Owner's sole discretion for each project, Owner may identify specific line items or categories (e.g. mobilization, demobilization, weather, rock/ledge, soil removal) to be invoiced on any combination of firm fixed price, unit price, or time and material pricings.

For all scenarios listed below, the billing rate that is valid for the time [redacted] that the project-specific Purchase Order is issued for [redacted] in effect for the duration of that project-specific Purchase Order ~~(release)~~, regardless of [redacted] rate taking effect in the mid-project cycle, unless expressly [redacted] shall remain valid until that project-specific Purchase Order [redacted]

1. **FIRM FIXED PRICE**

For Work performed on a firm fixed price basis, the Contractor agrees that such Work will be billed at the firm fixed price as set forth in Appendix PS-1 PRICING SCHEDULE - FIRM FIXED PRICE or in the applicable ~~Work Release~~Purchase Order or Project-Specific Agreement. The firm fixed price is all inclusive and includes all applicable taxes, benefits, insurance, general administrative overheads, senior management charges, profit, and all direct and indirect costs set forth in Appendix PS-3 COSTS INCLUDED WITHIN PRICING SCHEDULES or in the applicable Scope of Work document. Costs as set forth in Appendix PS-4 NON-REIMBURSABLE COSTS or the applicable Scope of Work are not billable. For Change Orders, Contractor will submit a properly itemized proposal covering the additional Work and/or the

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Work to be deleted in accordance with Article 15 of this Agreement. The pricing methodology for proposed ~~change~~changes shall be determined by Owner.

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Unless otherwise set forth in the applicable ~~Work Release~~Purchase Order, Project-Specific Agreement and/or Change Order, a Project priced on a firm fixed price basis shall be billed in full at Final Acceptance of such Project.

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Allowances must be identified for a specific Scope of Work and at a defined price or pricing methodology. At Owner's discretion, Allowances can be quoted on a percentage basis.

[redacted]

2. UNIT PRICE

For Work performed on a unit price basis, the Contractor agrees that such Work will be billed at the units set forth in Appendix PS-2 PRICING SCHEDULE - UNIT PRICE or in the applicable ~~Work Release~~Purchase Order or Project Specific Agreement. Such units will remain firm through the duration of this Agreement. All unit prices are all inclusive and include all applicable taxes, benefits, insurance, general administrative overheads, senior management charges, profit, and all direct and indirect costs set forth in Appendix PS-3 COSTS INCLUDED WITHIN PRICING SCHEDULES or in the applicable Scope of Work. Costs as set forth in Appendix PS-4 NON-REIMBURSABLE COSTS or the applicable Scope of Work are not billable. Unless specifically identified as a separate unit in the Work Release or the Project-Specific Agreement, costs associated with mobilization, site establishments and demobilization shall be included in the unit prices.

3. TIME AND MATERIAL

For Work performed on a time and material basis, ~~the~~ Contractor agrees that such Work will be billed at the rates set forth in Appendix PS-6 PRICING SCHEDULE - T&M and shall be based on the following conditions:

~~3.1.~~3.1 All rates are all inclusive and include all applicable payroll taxes, benefits, insurance, general administrative overheads, senior management charges, profit, tools of the trade required to perform the Work tasks, expendables, consumables, and all direct and indirect costs set forth in Appendix PS-3 COSTS INCLUDED WITHIN PRICING SCHEDULES or the applicable Scope of Work document. Costs as set forth in Appendix PS-4 NON-REIMBURSABLE COSTS or the applicable Scope of Work document are not billable. Only job titles as set forth in this Appendix PS-6 PRICING SCHEDULE - T&M shall be billable. If any Work involves job classifications or equipment not specifically set forth in the appendix such rates shall be submitted to Owner for written approval prior to the start of Work and the job classifications or equipment will be added to Appendix PS-6.

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3.2 ~~3.2~~ Rates shown in Appendix PS-6 PRICING SCHEDULE – T&M will be in effect for the duration of the Agreement and effected dates shall be dictated by the Terms as listed in the Appendix PS-6 PRICING SCHEDULE – T&M.

~~3.3.~~ *Labor*. If any S[redacted] whole or in part, involves labor not specifically addressed in the unit pricing established pursuant to Section ~~3~~2 of this Pricing Schedule, the hourly labor rates set forth in PRICING SCHEDULE - T&M attached to this Agreement shall be used for pricing labor. Labor charges shall commence at the designated time for departure from, or commencement of Work at, the show-up site (which may be the job site) for the applicable Work;[redacted]

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3.3 that if Contractor arrives late to the show-up site, such charges shall commence at the time that Contractor is prepared to leave the show-up site and/or commence such Work. Rate classifications are as follows:

~~(a)~~3.3.1 "Straight Time" is defined as the first eight (8) hours of Work in a work day, or up to ten (10) hours of Work when working a four (4) day work week of ten (10) hours per day, typically beginning on a Monday (up to 10 hours per day, between the hours of 6am - 6pm), as determined by the Owner Representative for the affected Project.

~~(b)~~3.3.2 "Overtime" (time-and-one-half) is defined as time worked, scheduled or unscheduled, after the Straight Time hours have exceeded a 40-hour work week as billed to Eversource. In the event that the applicable work week is less than 40 hours, overtime shall apply for hours in excess of the first eight (8) hours of Work in a work day.

~~(c)~~3.3.3 "Double Time" applies to Sundays and Holidays when requested to Work by the Owner Representative for the affected Project, however, Holidays worked as Make-Up Days shall not be billed as Double Time but instead shall be billed as Straight Time;

~~(d)~~3.3.4 "Standby Charges" for labor, applies to Owner allowed charges on an hourly basis (if no unit price is provided in the Project-Specific Agreement or ~~Work Release~~Purchase Order) under the following conditions ("Standby Conditions");

~~1.~~*3.3.4.1* Owner-caused delays such as switching/ground changes or changes to Owner's outage schedules; or,

~~2.~~*3.3.4.2* Government actions.

[redacted] Work to the extent practicable and otherwise shall take reasonable steps to mitigate the costs of such standby such as reassigning the work force to other Sites. For all Standby Conditions, Contractor shall provide advanced written notice to the Owners Representative of any intention to bill for Standby Charges due to any of the Standby Conditions. In all cases, Owner-authorized time sheets shall be required; such Standby Charges shall be calculated based on the direct and actual impact of the delay and not exceed eight (8) hours in a single workday; and Standby rates shall be billed as set forth in Appendix PS-5 – DIRECT, INCREMENTAL COST(S). See also Standby Charges for Emergency Response Work in Section 4.4.

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If Contractor Resources are redeployed by Owner for storm or emergent response work, Contractor shall be compensated under ~~Emergent~~emergent or ~~Storm Work~~storm work (see Section 4.4).

Standby Charges shall be limited to [redacted]. Any extension beyond [redacted] requires advanced written approval of Owner.

~~(c)~~3.3.5 U[redacted]

[redacted]

Contractor shall perform Work using Overtime and/or Double Time rates only after written authorization by the Owner Representative for the affected Project, which may be granted or withheld in such Owner Representative's sole discretion, or as required by Law, and in such authorized cases, applicable Overtime and Double Time rates shall be used for Contractor's non-exempt Resources. Double Time billing rates for Holidays shall only apply to Holidays designated in this Agreement as listed in Master Service Agreement, Article 1). Contractor shall not be reimbursed for Holidays beyond the hours actually worked by Contractor's Resources. No reimbursement will be made for Holidays not worked. Owner shall not be billed for Contractor's holidays. Contractor shall not be entitled to premium time quoted, estimated and/or otherwise anticipated, but not actually worked.

The labor prices contained in PRICING SCHEDULE - T&M have been calculated consistent with the methodologies set forth in cost-plus pricing methodologies in Section 3 of this Pricing Schedule, and any labor rates not identified in PRICING SCHEDULE - T&M shall be established consistent with such methodology.

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~~3.4~~3.4 *Equipment*. If any Services using time and material prices, in whole or in part, involves equipment not specifically addressed in the unit pricing established pursuant to Section 3 of this Pricing Schedule, the equipment rates set forth in PRICING SCHEDULE - T&M attached to this Agreement shall be used for pricing equipment. Hourly equipment rental rates shall be the applicable weekly rate divided by 40. Equipment rates shall be used only if Contractor mobilizes equipment to a Site, and such equipment is maintained in operating condition. Costs for labor associated with the operation of such equipment are not included in such equipment rates and shall be determined in accordance with Section 3.3 of this Pricing Schedule. Equipment prices will apply without increase or other modification for use with Overtime and/or Double Time labor. The aggregate equipment charges for any single piece of Contractor-owned equipment used in all Work shall be limited to the fair market value of the piece of equipment at first-use in relation to the Work, is priced involving usage of such piece of equipment.

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The equipment prices contained in PRICING SCHEDULE - T&M have been calculated consistent with the methodologies set forth in cost-plus pricing methodologies in Section 3 of this Pricing Schedule, and any equipment rates not identified in PRICING SCHEDULE - T&M (including rental equipment) shall be established consistent with such methodology; provided that fuel, insurance, depreciation, overhead, profit and all costs associated with the operation and maintenance of that equipment in good working order on the job have been (and will be) included in the equipment rates. The rates of equipment listed in PS-6, where leased, shall have no markup. Markup on equipment is only permissible on leased specialty equipment (not be listed on PS-6).

~~3.5.~~3.5 *Major Equipment*. Allowable costs may include appropriate amounts for ~~Major Equipment~~major equipment (equipment with an individual purchase cost of more than [redacted]) specifically needed and used for Work performed on a cost-plus basis. For Contractor- owned equipment, allowable "bare" equipment rates shall be the weekly rate listed in the most current publication of Rental Rate Blue Book by EquipmentWatch (equipmentwatch.com) divided by [redacted] to arrive at a maximum allowable hourly rate to be applied to the actual hours of equipment usage. Notwithstanding anything to the contrary in this Pricing Schedule, for Contractor-owned equipment, the aggregate equipment charges for any single piece of equipment used for Work (however priced) shall be limited to the fair market value of the piece of equipment. If Contractor requires rental equipment, Contractor shall obtain the prior approval of the applicable Owner Representative before renting such equipment, and the allowable costs for such rented equipment shall not exceed the applicable State ~~of Connecticut~~ rates listed in the most current publication of Rental Rate Blue Book EquipmentWatch (equipmentwatch.com).

~~3.6.~~ Standby Charges. [redacted]. Standby rates shall be billed as set forth in Appendix PS-5 – DIRECT, INCREMENTAL COST(S).

~~3.7.~~3.6 *Materials*. Time and material prices for any materials supplied by Contractor in accordance with Section 9.1(a) of this Agreement shall be based on the [redacted] cost of such materials (determined in accordance with Section 3), plus the Mark-Up Percentage Fee for materials (as set forth in PRICING SCHEDULE - T&M attached to this Agreement).

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~~3.8.~~3.7 *Not-to-Exceed*. If specified in a ~~Work Release~~Purchase Order, Project Specific Agreement and/or any Change Order, unless Owner initiates a Change Order, Contractor's charges for all or a portion of Services using time and material pricing shall not exceed a maximum amount established by the Parties, and Owner shall not be liable for any charge in excess of such maximum. [redacted]

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~~3.9~~3.8 *Additional Fixed Rates*. All time and material rates listed in this Pricing Schedule shall remain firm through the applicable period set forth in the PRICING SCHEDULE - T&M referenced in this Section 3. [redacted]

[redacted]:

3.8.1 [redacted]r

~~(b)~~3.8.2 th[redacted]

~~(c)~~3.8.3 The Parties shall negotiate each such proposal in good faith, and acceptance thereof shall be evidenced by an additional rate schedule for the applicable rate period signed by both Parties that shall be appended to, and automatically constitute a part of, this Pricing Schedule.

~~3.10~~3.9 Notwithstanding anything to the contrary in the ~~Contract~~Agreement Documents, Contractor shall bill the Owner Overtime and/or Double Time rates only after written authorization by the Owner's Representative, which may be granted or withheld in the Owner's Representative's sole and exclusive discretion. Contractor shall not charge an extra or otherwise impose any premium for shift or night work. No payment will be made for holidays not worked. Daily time sheets with names of all Contractor's employees working on the Project and the paid hours worked by Contractor's employees will be required to be submitted to Owner [redacted] both labor and equipment used by Contractor for the relevant time periods.

~~3.11~~3.10 *Intentionally omitted*.

~~3.12~~3.11 Al[redacted]es, if applicable, must be identified for a specific Scope of Work and at a defined [redacted]

~~3.13.~~ [redacted]

[redacted] forth in PRICING SCHEDULE - T&M attached to this Pricing Schedule shall apply to [redacted] only. Unless the

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[redacted] g, the Markup Percentage Fee set forth in PRICING SCHEDULE - T&M shall apply to each Project. The Markup Percentage Fee shall be a single mark-up as set forth in PRICING SCHEDULE - T&M applied to the net direct cost (excluding taxes and reimbursable costs) for

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[redacted]

~~3.13.2.~~ Without limiting the generality of the foregoing, for Owner-authorized ~~change order~~Change Order Work that is performed and billed on a T&M basis, the agreed upon markup percentage for overhead and profit that is included in the PS-6 PRICING SCHEDULE T&M for all labor is intended to cover [redacted]

This ~~markup~~mark-up also covers the cost for the use of small tools (tools and equipment (power or non-power) with an individual purchase cost of less than [redacted]).

4. PRICING DURING CERTAIN WORK CONDITIONS

~~4.1.~~4.1 Intentionally omitted

~~4.2.~~4.2 *Inclement Weather Work*. Contractor shall be responsible for ensuring safe working conditions for its workers. If Contractor has agreed to perform any Inclement Weather Work using time and material rates, Owner will pay for such labor at the rates already in effect at the time; provided that:

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4.2.1 weather conditions, are determined by agreement between the applicable Owner Representative and the Contractor Representative to be unable to work; or

~~(b)~~4.2.2 if inclement weather interferes with Work after the workers have begun such Work as determined by agreement between the applicable Owner Representative and the Contractor Representative, Owner will pay, at Straight Time rates, for the greater of four (4) hours or the actual hours worked for both labor and associated equipment directly associated with such affected Work.

~~4.3.~~ *Trouble/Non-Storm Work*. When the Contractor's employees are directed by an Owner Representative to perform Trouble/Non-Storm Work during Normal Working Hours, Contractor shall bill the Straight Time rate. If Contractor's employees perform Trouble/Non-Storm Work that persist outside of Normal Working Hours, Contractor shall bill the Overtime rate for such portion of such Trouble/Non-Storm Work, except Contractor shall bill Double Time rates for any portion of Trouble/Non-Storm Work that occurs on Sundays and Holidays. For Trouble/Non-Storm Work, Owner shall pay Contractor for the greater of two (2) hours or actual time worked. Owner shall pay travel time to the applicable Site at the same rate as paid for the related Trouble/Non-Storm Work time. Contractor shall use its best efforts to assign crews residing in the State in which the Trouble/Non-Storm Work will be performed before calling in crews from other States in order to minimize initial travel time. Trouble/Non-Storm Work shall not be priced using the firm fixed price methodology. Contractor shall submit signed time sheets for Trouble/Non-Storm Work to the Owner Representative for review and [redacted] Contractor shall invoice Owner upon completion of the Trouble/Non-Storm Work, unless such Trouble/Non-Storm Work assignment extends beyond two weeks, in which case, Contractor may bill every two [redacted] "Normal Working Hours" shall be 6:00 a.m. to 6:00 p.m.; ten (10) hours per day for four

4.3 (4) days a week; or eight (8) hours per day for five (5) days a week, as determined at Owner's discretion, Monday through Friday.

~~4.4~~4.4 *Emergency Response Work*.

[redacted]

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[redacted] if expressly authorized by Owner for Emergency Response work, and rates from the commencement of such Emergency Response Work at the Site through the termination of Emergency Response Work at the Site, excluding rest time during that period. Emergency Response rates for labor shall be rates equal to the applicable Rates set forth in Appendix PS-6 PRICING SCHEDULE - T&M. Unless otherwise approved by the applicable Owner Representative, employee work hours for Emergency Response Work shall be limited to sixteen (16) continuous hours with eight (8)

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4.4.2 hours of rest before returning to work. 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. Contractor's invoices for Emergency Response Work shall be accompanied by signed time sheets and receipts for reimbursable expense items for the period covered that have been approved by the applicable Owner Representative [redacted].

~~(b)~~4.4.3 [redacted] will provide meals, lodging and all necessary supplies and materials (but not tools or safety equipment or clothing) for Contractor's Resources performing Emergency Response Work while they are at the Site or upon arrival to Owner-designated onboarding site. If it is more efficient for Contractor's Resources to obtain meals that are not Owner-provided, Owner shall, if the applicable Owner Representative has approved such alternative arrangement, reimburse Contractor with no markup for the reasonable cost of such meals, provided that Contractor submits itemized and signed receipts covering such expenses.

~~(c)~~4.4.4 For purposes of this ~~Paragraph~~Section 4.4, the following capitalized terms shall have the following definitions:

'Travel per diem: Lodging' is the per diem reimbursement for lodging applicable to Contractor's Resources, located outside of Owner's service territory in which Emergency Response Work is to be performed for the period that Contractor is compensated for such Resources at the Travel Time Rates for Labor. To calculate the 'Travel per diem: Lodging', the total number of hours (rounded to the nearest whole number) (including rest time) reasonably necessary for Contractor Resources to travel the distance each way between the Contractor Resources deployment location of Contractor's Resources and the Site or onboarding site designated by Owner (if Contractor Resources are to travel to such onboarding site first) shall be divided by 24 and rounded to the nearest whole number. This whole number then shall be multiplied by the per diem rate of $[redacted] per person.

'Travel per diem: Meals' is the per diem reimbursement for meals applicable to Contractor's Resources located outside of Owner's service territory in which Emergency Response Work is to be performed for the period that Contractor is compensated for such Resources at the Travel Time Rates for Labor. To calculate the 'Travel per diem: Meals', the total number of hours (rounded to the nearest whole number) (including rest time) reasonably necessary for Contractor's Resources to travel the distance each way between the deployment location of Contractor's Resources and the Site or onboarding site designated by

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Owner (if Contractor Resources are to travel to such onboarding site first) shall

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be divided by [redacted] and rounded to the nearest whole number. This whole number then shall be multiplied by the per diem rate of [redacted] per person.

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~~Travel~~Travel Time Rates for Labor' are the rates applicable for travel time expended by Contractor's Resources located outside of Owner's service territory in which Emergency Response Work is to be performed, calculated based upon the following:

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- *4.4.4.1* Reasonable time necessary to travel the distance from the deployment location of Contractor's Resources to the Site or onboarding site designated by Owner, as applicable; and

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- *4.4.4.2* Reasonable time necessary to travel the distance from the Emergency Response Work completion location to the deployment origin of Contractor's Resources.

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~~(d)~~4.4.5 Travel Time Rates for Labor shall be as follows:

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~~(i)~~*4.4.5.1* If at the time Owner requires Emergency Response Work, the responding Contractor Resources are located outside of Owner's service territory in which Emergency Response Work is to be performed (the "Normal Work Location"), Travel Time Rates for Labor for travel time for Contractor Resources to and from the Site or onboarding site designated by Owner shall be compensated at Overtime Rates, as specified in Appendix PS-6 PRICING SCHEDULE - T&M; or

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~~(ii)~~*4.4.5.2* If at the time Owner requires Emergency Response Work, Contractor is performing Work at a Site located within Owner's service territory in which Emergency Response Work is to be performed (the "Normal Work Location"), travel to and from the Site or onboarding site designated by Owner, as applicable, for Emergency Response Work shall be compensated at Straight Time, as specified in Appendix PS-6 PRICING SCHEDULE - T&M; provided, that if Owner requires travel outside of Normal Work Hours (as defined in Section 3 of the Pricing Schedule), to the extent travel distance from Contractor's facility is greater than travel to the Normal Work Location, Travel Time Rates for Labor shall be equal to Overtime Rates, as specified in Appendix PS-6 PRICING SCHEDULE - T&M.

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During Normal Working Hours, Owner may require Contractor to report to a show up location in anticipation of performing Emergency Response Work. Travel to and from the show up location shall be compensated as provided for above. Contractor will be paid its standard labor and equipment rates for the period of time that labor and equipment is held at the show up location.

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~~(e)~~4.4.6 Equipment Rates: Equipment Rates for Emergency Response Work shall be at the rates set forth in Appendix PS-6 PRICING SCHEDULE - T&M. All maintenance, fuel, delivery, and other charges associated with the equipment shall be included in the Emergency Response Rates for Equipment. If Owner provides any fuel, 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.

~~(f)~~4.4.7 Reimbursable Expenses: Unless otherwise agreed to in writing by Owner, all of Contractor's reimbursable expenses shall be compensated by Owner paying the 'Travel per diem: Meals' and 'Travel per diem: Lodging' amounts calculated as provided above. Unless otherwise agreed to in writing by Owner, all of Contractor's reimbursable expenses are accounted for in the 'Travel per diem: Meals', 'Travel per diem: Lodging' and rates for Equipment set forth above, including Contractor's meals, lodging, fuel, tolls and other travel-related expenses incurred by Contractor during Emergency Response Work mobilization and de-mobilization.

~~(g)~~4.4.8 If the Contractor requires lodging while performing Emergency Response Work and is located within the Owner's service territory and Contractor is required to pay for lodging because the Owner did not make lodging arrangements available for Contractor Resources, Contractor will be reimbursed at the 'Travel per Diem: Lodging' rate as listed above. Provided the Owner agrees in writing, when the Contractor requires a meal the Owner does not provide to the Contractor while performing Emergency Response Work and the Contractor is located within the Owner's service territory, Owner will reimburse Contractor [redacted] per meal, up to two meals per day or [redacted] per day for more than two meals per day. 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.

5. MISCELLANEOUS

~~5.1.~~5.1 *Reimbursable Costs*. Contractor shall be entitled to reimbursement for the following costs associated with such Work:

[redacted]

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5.1.1 reimbursement for excess travel time which, if approved, shall be included in the applicable ~~Work Release or~~ Change Order (using the hourly labor rates set forth in PRICING SCHEDULE - T&M, or such lesser rates as mutually agreed) and shall remain fixed for the duration of such Project. Unless so approved and included in the applicable ~~Work Release or~~ Change Order, Contractor shall not be entitled to reimbursement for such excess travel time.

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5.1.2 *Travel and Living Expenses*. Unless [redacted]

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~~5.2.~~5.2 *Constructability Review*. Owner may use a constructability review process as a means of improving and/or updating the Project design prior to receiving a quote from Contractor. Contractor shall have the right to receive reimbursement for such constructability review labor for a single employee (up to the classification of general foreman) and one vehicle (pick-up truck), even if Owner does not award such work to Contractor (and/or any other contractor). Contractor invoices for constructability reviews should reference the Project name and number, Owner inquiry number~~, purchase order~~ and ~~Work Release~~Purchase Order established only for constructability reviews, appropriate "work order" from the Project, and the Owner Representative's name.

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~~5.3.~~ *Other Reimbursable Costs*. If Services for a Project are exclusively priced using the time and material methodology set forth in Section 3, Owner shall reimburse Contractor for the following costs [redacted]

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5.3 [redacted] as incurred in performing the Work on such Project, but only if and to the extent not already included in any other respect in another aspect of time and material pricing and/or not otherwise addressed elsewhere in the ~~Contract~~Agreement Documents:

~~(a)~~5.3.1 to the extent authorized in writing by the Owner Representative for a Project prior to incurrence, the actual cost of any manufacturer's representatives, service engineers, start-up engineers, instrument check and calibration technicians and other manufacturer's special services;

~~(b)~~5.3.2 net cost of correcting faulty materials furnished by Owner;

~~(c)~~5.3.3 to the extent authorized in writing by the Owner Representative for a Project prior to incurrence, the net cost of testing services by Third Parties, unless necessary as a result of negligence on the part of Contractor and/or its Subcontractor;

~~(d)~~5.3.4 net cost of Owner-requested field office facilities equipment for exclusive use by the Owner Representative for such Project;

~~(e)~~5.3.5 the actual rate charged by a Subcontractor on such Project for services rendered, plus the Markup Percentage Fee in Appendix PS-6 PRICING SCHEDULE - T&M; provided that [redacted] the Owner Representative for such Project specifically requests that Contractor directly retain such services, rather than just coordinate them [redacted]

~~(f)~~5.3.6 net direct cost paid by Contractor to Third Parties as rent or similar occupancy cost for parking, show-up, laydown and/or storage area(s) acquired for such Project (plus the Markup Percentage Fee in Appendix PS-6 PRICING SCHEDULE - T&M); provided that notwithstanding anything in this Pricing Schedule or elsewhere in the ~~Contract~~Agreement Documents, Contractor shall not be entitled to recover and/or be reimbursed for (i) the internal costs of Contractor and/or any Subcontractor in locating, negotiating, acquiring, preparing and/or otherwise arranging such parking, show-up, laydown and/or storage area(s); and/or (ii) the costs associated with acquisition of a fee interest in any parking, show-up, laydown and/or storage area(s) and/or any other real property interest in the same that extends beyond the period required to perform the Work;

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~~(g)~~5.3.7 net cost paid by Contractor to a Governmental Authority as a filing fees and/or other charge as a condition to the issuance of a Contractor Permit required for such Project by such Governmental Authority; excluding, however, any such fee and/or charge required for construction equipment; and

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~~(h)~~5.3.8 to the extent authorized in writing by the Owner Representative for a Project prior to incurrence, the net cost for Contractor to verify, sign for, unload and accept vendor delivered materials to the storage/staging areas.

Contractor's invoicing of reimbursable costs shall be supported by reasonably detailed documentation and such other verification as requested by Owner which, in the case of Subcontractor services (including materials and supplies), shall include signed time sheets, subcontractor invoices, and delivery receipts or other relevant documentation. Contractor shall use all reasonable efforts to mitigate the costs incurred in connection with all reimbursable costs and expenses, including, in the case of any reimbursable labor, using workers with the lowest rate appropriate for the Work.

~~5.4~~5.4 *Additional Requirements*. With respect to Work using time and material and/or cost-plus pricing methodologies:

~~(a)~~5.4.1 When material transport is requested by the Owner Representative for the applicable Project, Contractor shall invoice such transport charge using the hourly rate of the 5th step apprentice, or lowest job classification on the applicable Site, whichever is lower and Contractor shall only be permitted to invoice for a maximum of up to two (2) workers with respect to such material transport charge.

~~(b)~~5.4.2 When Contractor performs flagging Services (pursuant and subject to the terms and conditions of Section 9.9(b) of this Agreement), Contractor shall invoice such flagging Services using the hourly rate of the 5th step apprentice, or lowest job classification on the applicable Site, whichever is lower.

~~(c)~~5.4.3 If requested by Contractor in connection with the award of a Project, Contractor and the Owner Representative for such Project shall negotiate in good faith to establish in writing a reasonable guaranteed maximum for mobilization and demobilization prior to award of such Project; provided that if Contractor does not incur any mobilization and/or demobilization charges, then Contractor shall not invoice Owner for such expense(s). Owner shall be entitled to deny, in which case Contractor shall not be reimbursed for, mobilization and demobilization costs for failure to secure such pre-approval.

6. STATE OF CT - CONTINUING CONTRACTOR REQUIREMENTS

For Work in Connecticut, Contractor shall comply with the Continuing Contracting requirements of the State of Connecticut as in effect from time to time, including the following:

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6.1 The hourly rate charged for equipment shall not exceed the calculated hourly rate for such equipment not to exceed the rates set forth in Rental Rate Blue Book EquipmentWatch (equipmentwatch.com).

6.2 The rates charged to Owner for Work on State of Connecticut highways shall not exceed rates charged to Owner for any other Work.

6.3 Contractor hereby grants the DOT in Connecticut and the Federal Highway Administration the right to audit all records of Contractor and its Subcontractors pertaining to highway relocation Work. Without limiting Contractor's obligations under this Agreement, Contractor shall maintain such records for at least (i) three (3) years after Final Acceptance of any Project that is fully or partially funded by the State of Connecticut, and (ii) five (5) years after Final Acceptance of any Project that has Federal participation.

6.4 Contractor shall prepare, sign and obtain the written approval from the applicable DOT inspector in Connecticut of all Con 40/41s within fifteen (15) days after the date Contractor performed the applicable Work. Without limiting the generality of the foregoing, unless otherwise directed by the applicable Owner Representative, all Work designated with an Owner activity code of HRU, HRO, HRD or HRL shall require such preparation, submission and approval of Con 40/41s. Copies of the most recent versions of Con 40 and 41 are attached (reference Appendices F-01 and F-02, respectively, to Exhibit E, of this Agreement), and Contractor shall use such versions or approved modifications thereof.

6.5 Contractor shall provide the DOT in Connecticut with the original signed Con 40/41 at the time of signing.

6.6 Contractor shall send one copy of the approved Con 40/41 to the following Person and/or such other Persons designated in writing by Owner:

Eversource Energy Service Company
P.O. Box 5017
Hartford, Connecticut 06102-5017
Attention: Accounts Payable

6.7 As a condition of payment, Contractor shall attach one copy of each approved Con 40/41 to the corresponding invoice submitted to Owner for payment.

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6.8 In addition to the requirement to separately invoice each Project, within each Project, Contractor shall invoice Owner for Work on State of Connecticut highways separate from charges to Owner for any other Work.

6.9 Annually, Contractor shall execute and submit to the following Person and/or such other Persons designated in writing by Owner a Continuing Contractor.

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Certification (reference Appendix F-03 in Exhibit E, of this Agreement), as the same may be modified from time to time by notice given by Owner to Contractor:

Eversource Energy Service Company
P.O. Box 270
Hartford, Connecticut 06141-0270 ~~Attention: Manager, Contract Services~~
Attention: Manager, Contract Services

7. NON-REIMBURSABLE COSTS

Notwithstanding anything to the contrary in the ~~Work Release~~Purchase Order, Project-Specific Agreement or any other ~~Contract~~Agreement Documents, and irrespective of the pricing methodology in effect for a particular Project, the following are specifically excluded from reimbursable costs, and Contractor shall bear sole responsibility for such costs:

~~7.1~~7.1 [redacted] required license, and any other Permits that are not job- specific;

~~7.2~~7.2 costs for adjustment and corrective work which is due to the Contractor's improper performance of the Work;

~~7.3~~7.3 costs for warranty and corrective work (including factory service engineer), as required, that must be performed by Contractor to correct faulty service, equipment and/or materials furnished by Contractor;

~~7.4~~7.4 any hourly rate for labor other than Straight Time unless such Overtime or Double Time rate has been authorized in writing by the applicable Owner Representative;

~~7.5~~7.5 invoices not accompanied by Owner Representative signed timesheets/Contractor Daily Work Reports (reference Section 12.b, Exhibit E of this Agreement);

7.6 [redacted]

~~7.6~~7.7 [redacted]

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~~7.7~~7.8 any cost for labor or equipment assigned to a Project using time and equipment and/or cost-plus pricing methodologies without the approval of the Owner Representative;

~~7.8~~7.9 Subcontractor charges not authorized by the applicable Owner Representative for reimbursement prior to the start of such Subcontractor's work;

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~~7.9~~7.10 mobilization or demobilization charges not authorized for reimbursement by the applicable Owner Representative (in accordance with Section ~~I, Paragraph~~ 5.4(c) above) prior to the mobilization or demobilization;

~~7.10~~7.11 [redacted]

~~7.11~~7.12 construction time restrictions due to compliance with requirements of Governmental Authorities;

~~7.12~~7.13 re[redacted]

~~7.13~~7.14 cleaning up the show-up site or trailers; and

~~7.14~~7.15 travel time and expenses to locate and secure parking, show-up, laydown and/or storage area(s).

8. **SUSPENSION/CANCELLATION**

Suspension and cancellation expenses under this Agreement shall be calculated using the methodologies for cost recovery set forth in Section 3 of this Pricing [redacted]

~~8.1~~8.1 labor costs shall include only those workers or crews of workers actually and to the extent affected by the suspension and/or cancellation;

8.2 ~~8.2~~ material costs, if any, shall reflect Contractor's reasonably anticipated net actual cost for the purchase of the material needed as a result of the suspension and/or cancellation; and

8.3 ~~8.3.~~ equipment shall be priced at the lower of (i) the applicable rate(s) set forth in PRICING SCHEDULE - T&M; or (ii) the charges resulting from the cost-based pricing methodology in Section 3 above.

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9. **ACCURATE PRICING**

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~~9.1~~9.1 *Accurate Invoicing*. Contractor shall submit, and shall cause each Subcontractor at any tier to submit, invoicing which is accurate, current and complete, and otherwise in accordance with the terms of this Agreement. If Contractor and/or any Subcontractor submits any cost and pricing data (whether approved or not) that was inaccurate, incomplete, not current, or not in compliance with the terms of this Agreement at the time of such submittal, Owner shall [redacted]

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~~9.2~~9.2 *Labor Detail*. In furtherance of Section 3 of this Pricing Schedule, for any charges using the cost-based methodology, Contractor shall provide, and shall cause each Subcontractor at any tier to provide, a breakdown of allowable labor and labor burden cost in accordance with ~~Section I, Paragraphs~~Sections 3.1 and 3.2 of this Pricing Schedule. Such information shall represent an accurate estimate of Contractor's actual labor and labor burden cost components.

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~~9.3~~9.3 *Discounts*. All net earnings from rebates, refunds or discounts shall be accounted for by Contractor and applied in a reduction of the cost of the Work. All bills to be paid by Contractor on account of the Work shall be so paid as to take advantage of any and all trade, time or other discounts.

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10. AUDIT RIGHTS

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~~10.1.~~ *Additional Audit Rights*. In addition to the general audit rights of Owner under Article 14.11 of the Agreement, Owner shall have the right, directly and/or through its designated representatives, to examine, copy and/or scan the records of Contractor and/or any Subcontractor at any tier (during the contract period and for each Project, six

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10.1 [redacted] years after Final Acceptance of such Project) to verify the accuracy and appropriateness of the pricing data used in accordance with this Pricing Schedule. Such records shall include any and all information, materials and data of every kind and character, including records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that in Owner's judgment may have any bearing on or pertain to any matters, rights, duties or obligations under or covered by pricing under this Pricing Schedule.

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Such records in whatever form (hard and electronic (if available) copies) shall include written policies and procedures; time sheets; payroll registers; payroll records; cancelled payroll checks; subcontract files (including proposals of successful and unsuccessful bidders, and bid recaps); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; invoices and related payment documentation; general ledger; records detailing cash and trade discounts earned, insurance rebates and dividends; and any other records which may have a bearing on matters of interest to Owner in connection with dealings with Owner to the extent necessary to adequately permit evaluation and verification of any or all charges. Contractor shall furnish adequate and appropriate work space to Owner for the conduct of such audit.

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~~10.2.~~ *Verification; Access.* Without limiting any of its rights and remedies hereunder, at Law and/or in equity, Owner, directly and/or through its designated representatives, shall have (a) the right to conduct verifications such as counting employees at the Site, witnessing the distribution of payroll, and verifying information and amounts through interviews and written confirmations with Contractor employees, field and agency labor, and Subcontractors; and (b) reasonable access to Contractor's facilities, including the

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10.2 right to interview all current or former employees and to discuss matters pertinent to the performance of this Agreement.

~~10.3~~10.3 *Cost Recovery*. If an audit inspection or examination in accordance with this Pricing Schedule discloses overpricing or overcharges (of any nature including clerical errors and/or charges for Work not performed) by Contractor to Owner in excess of one percent (1%) of the aggregate billings for Work priced under this Pricing Schedule, in addition to refunding or otherwise making adjustments for the overcharges, Contractor shall fully reimburse Owner for the reasonable actual cost of Owner's audit. Any adjustments and/or payments due as a result of any such audit or inspection of Contractor's invoices and/or records shall be made within one hundred eighty (180) days after the date of the audit.

11. SUBCONTRACTORS

Contractor shall incorporate and require the incorporation of the provisions of this Pricing Schedule into all agreements with Subcontractors at any tier. Such requirements shall specifically include flow-down right of audit provisions. Contractor will cooperate fully, and will cause all Subcontractors to cooperate fully, in furnishing and/or in making readily available to Owner from time to time whenever requested, in an expeditious manner, any and all information, materials and data required under this Agreement.

12. BUSINESS EXPENSE & PERSONAL TRAVEL AND LIVING EXPENSES

Unless specifically addressed in other portions of the ~~Contract~~Agreement Documents, whenever work is performed on a firm fixed price, unit price, or time and material basis, all costs including but not limited to, all business expenses and personal travel and living expenses shall be included in the firm fixed price, unit prices, or time and material rates.

13. DIRECT, INCREMENTAL COSTS

Whenever the work is to be billed at Direct, Incremental Cost(s) as defined in the Agreement, reimbursement will be made to the Contractor at the rates ~~as~~ set forth in Appendix PS-5 – DIRECT, INCREMENTAL COSTS.

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Appendix PS-1

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A Schedule of Values shall be supplied by Owner.

Appendix PS-2

PRICING SCHEDULE - UNIT PRICE

See attached Unit Price Schedule

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Appendix PS-3

COSTS INCLUDED WITHIN PRICING SCHEDULES

The prices and rates set forth in Exhibit B Pricing Schedule [redacted]

1. All business expenses;
2. All personal travel and living expenses;
3. All profit;
4. Home office costs including but not limited to;
   - ~~a.~~4.1 Contractor's business systems (accounting, computer processing, payroll, etc.)
   - ~~b.~~4.2 Office Managers;
   - ~~c.~~4.3 Intellectual Property Rights;
   - ~~d.~~4.4 Services of executive officers, senior project management, and other home office employees (including travel and living expenses);
     - ~~e. computers~~
     - ~~f. printers~~
     - ~~g. scanners~~
   - 4.5 Computers
   - 4.6 Printers
   - 4.7 Scanners
   - ~~h.~~4.8 conference call charges;
   - ~~i.~~4.9 copiers;
   - ~~j.~~4.10 home office telephone, cell phones and cell service;
   - ~~k.~~4.11 Any other expenses related to the home office to support field work;
5. Overhead expenses including but not limited to;
   - ~~a. payroll~~

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5.1 Payroll
~~b.~~5.2 administrative services
~~c.~~5.3 clerical support
~~d.~~5.4 accounting services
~~e.~~5.5 procurement services
~~f.~~5.6 office supplies
~~g.~~5.7 expenses in obtaining bonds and/or permits
~~h.~~5.8 ~~prints~~printings and report expenses
~~i.~~5.9 marketing services
~~j.~~5.10 rent
~~k.~~5.11 stationery
~~l.~~5.12 postage
~~m.~~5.13 communication services

6. Field Management, administrative and clerical services;
~~i.~~—For changes to Firm Fixed and Unit Price Agreements - Costs for Project Management, Site Superintendent, and General Foreman (unless authorized T&M work requires additional manhours or schedule duration for each of these disciplines, in which case only incremental T&M charges to manage and supervise Contractor's Resources would be allowed. Note: For authorized T&M work Contractor is reimbursed for

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6.1 any additional manhours required to manage and supervise Subcontractors through their Subcontractor Markup).

~~ii.~~6.2 For Time and Material (or direct award) Agreements – Applicable costs for Project Management, Site Superintendent, and General Foreman are billable, [redacted] is reimbursed for all manhours required to manage and supervise Subcontractors through their Subcontractor Markup,

~~b.~~6.3 costs to schedule, coordinate and manage the Work, including but not limited to scheduling manpower and equipment to address planned or emergency work lay out, coordinate joint trenching activities, traffic control arrangements, obtain permits, pre-mark CBYD or applicable equivalent in the jurisdiction in which Work is to be performed and otherwise perform preconstruction activities;

~~c.~~6.4 all job-Site Contractor communication costs, including but not limited to home office telephone, cell phone, text messaging, pager, radio, conference calls, and facsimile, internet charges;

~~d.~~6.5 insurance coverages as required by the ~~Contract~~Agreement Documents;

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Appendix PS-4

NON REIMBURSABLE COSTS

Notwithstanding anything to the contrary in this Pricing Schedule and the other ~~Contract~~Agreement Documents, Contractor shall bear sole responsibility for the following costs:

1. [redacted] Town-required licenses, and any other Permits that are not job-specific; obtaining required insurance coverage and providing insurance certificates to Owner;
2. any rate for labor other than Straight Time unless an Overtime or Double Time rate has been authorized in writing by the Owner's Representative;
3. any extra/out of scope work not e[redacted], by a Change Order [redacted] Owner's Representative;
4. any cost for labor or equipment assigned to the Work without the approval of the Owner's Representative;
5. Subcontractor charges not authorized by the Owner's Representative for reimbursement prior to the start of such Subcontractor's work.

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Appendix PS-5

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DIRECT, INCREMENTAL COST(S),

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Cost Classification	Direct Actual Cost
Labor Billing Rates	[redacted]
Unit Prices	
Equipment Standby Rates	
Materials	
Subcontractors	

Exhibit B
Pricing Schedule

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Exhibit B
Pricing Schedule

Appendix PS-6

PRICING SCHEDULE - T&M

The Pricing Schedule - T&M [redacted]

[redacted]

These rates are found in attached Excel Workbooks.

[Applicable T&M rate sheets are to be referenced or inserted here]

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