Date Filed: September 28, 2026

Witness: Christopher E. Colorio, Mark P. Baldwin, John G. Griffin, Leanne M. Landry, Craig Dikeman and Matthew J. Correia
Request from: Office of Education, Outreach, and Enforcement

Question:

(MS24A-VENDOR-LINE) Refer to Exhibit ACCT-2 CLP-1 and Confidential Exhibit ACCT-2 CLP-1A-9, pp. 313-330. The Company reported an incremental charge of $187,949 for the Elecnor Hawkeye LLC vendor. Respond to the following:

a. Cite the location of the vendor's contractual Pricing Schedule Exhibit (i.e., typically referred to as Exhibit A). The contract provided in OCC-044, Att.2 (Confidential), starting at p. 1492 includes a List of Exhibits at p. 1498 which references the Pricing Schedule as Exhibit B but was unable to locate the document.
b. Referring to pp. 318-323, 327, 328, 330, explain why the equipment was charged during standby when the Company's Master Service Agreement omits billing of equipment during standby. Additionally, identify the amount ($) of equipment that was charged for standby.

Response:

Please refer to Exhibit ACCT-2 CLP-1 (MS24A), Outside Contractor-Vendor, line 256, vendor Elecnor Hawkeye LLC, totaling invoice in the amount of $187,949.

a. The Company confirms that, due to a clerical error during the submission process, the vendor's contractual Exhibit B Pricing Schedule was inadvertently omitted from the materials provided at OCC-044, Att. 2 (Confidential). The Exhibit B Pricing Schedule is now provided as EOE-209, Attachment 1 CONFIDENTIAL.

b. Under the applicable Master Service Agreement, the contractor is entitled to receive payment for equipment at 50% of the applicable equipment rate while the contractor is on standby, as expressly provided in Section 3.6, page 5 of EOE-209, Attachment 1 CONFIDENTIAL, (Exhibit B Pricing Schedule). Accordingly, the equipment charges during standby were billed pursuant to the specific standby provisions contained in the vendor's contractual Pricing Schedule. In addition, the total amount of equipment charged for standby is $11,447.38. For purposes of contractor timekeeping, a "standby" designation may reflect the operational status of the crew at a particular point in time and does not necessarily indicate that the crew or associated equipment was inactive or demobilized. During these periods, contractor resources may remain fully mobilized at the designated work or staging location, with personnel and equipment committed to Company

operations and prepared to immediately perform assigned work. For example, resources may be awaiting the next ticket or work assignment, awaiting further direction from the Company, or transitioning between assignments while remaining available to support ongoing operations. Although the contractor crew may refer to this time as “standby” on the timesheet, the resources remain deployed and unavailable for other work.