2023 – 2025 TRAFFIC CONTROL SERVICES

CONNECTICUT, MASSACHUSETTS, AND NEW HAMPSHIRE

GAS & ELECTRIC

SPECIAL TERMS AND CONDITIONS

1. INTRODUCTIONS/SCOPE OF WORK

Contractor shall provide for Connecticut Light and Power Company, Western Massachusetts Electric Company, Eversource Gas of Massachusetts ,Yankee Gas Services Co., NSTAR Electric Company, & NSTAR Gas, Public Service Co. of New Hampshire, and any other named affiliates, ("Owner"), doing business as Eversource Energy, certain services as directed, including, but not limited to providing all necessary supervision, labor, tools, equipment, fuel and transportation necessary to provide routine, emergency, and or Emergency Response Preparedness ("ERP")/Storm Response work zone protection services and uniformed, trained, and certified traffic control technicians (hereinafter referred to as "Flaggers"), as needed and as necessary for various gas and electric utility construction projects.

This contract will provide Owner with 2 service options; (a) individual flagger service; and/or (b) work zone setup which adds work zone protection at intersections and busy roads. The work zone setup includes delivery and setup of traffic control devices in work zones and provision of flaggers and other personnel to maintain work zones.

Scope of Work shall be performed in Owner's gas and electric service territories located in the states of Connecticut, Massachusetts, and New Hampshire, locations show on (Exhibits A1, A2, B1, B2, B3, C, D, and E).

Flaggers shall provide control and direction for: 1) the safe passage of vehicular traffic through and around the Work area; 2) the safe passage of pedestrian crossing around the Work area; and 3) the safety from traffic of all Owner employees, its agents or its contractors working at Work sites. Contractor must provide flagging services upon request of private companies working for Owner at the rates on file with Owner.

Owner makes no guarantee of the quantity of Work to be performed under this contract. Owner reserves the right to exclude or withdraw any Work or items of Work listed in this specification from the Contract and to have such Work performed by its own forces or others. In these cases, the Contractor shall coordinate operations with others who will perform the Work. Withdrawal or exclusion of any of these items listed within this specification shall not justify cause for adjustment of prices established for other items of Work not withdrawn or excluded.

All Work under this Agreement shall be performed in accordance with the requirements of the Occupational Safety and Health Administration (hereinafter referred to as "OSHA"), and other applicable federal, state, and local laws, ordinances, regulations, and other project and site-specific permits, the current edition of the Federal Highway Administration's Manual on Uniform Traffic Control Devices guideline (hereinafter referred to as "MUTCD"), the current edition of the Connecticut State Traffic Commission regulations (State Supplement to MUTCD), Connecticut State Statutes 13a-114, Connecticut Department of Transportation ("CDOT") requirements, the current regulations of Massachusetts Department of Transportation (MASSDOT) and all amendments to the MUTCD, the current regulations of the New Hampshire Department of Transportation ("NHDOT"), Owner's Standards, Special Terms and Conditions, and the General Terms and Conditions.

Training is the responsibility of the Contractor. Contractor may be required, at his/her cost, to attend Owner training classes related to hazards associated with Work around or near electrical utility facilities.

2. CONTRACT DEFINITIONS

Capitalized terms used in the Agreement have the meaning given in the applicable Agreement Document, including, without limitation, Article 1 of the General Terms and Conditions and Section 2 of the Special Terms and Conditions set forth below, provided that Owner may interpret any ambiguities or inconsistencies herein and/or any of the other Agreement Documents and its determination shall be binding on the Parties:

Contract Area:	"*Contract Area*" shall mean the geographic area in Owner's electric and gas service territories in the states of Connecticut, Massachusetts, and New Hampshire covered by this Agreement and awarded to the Contractor. The Contractor may occasionally be asked to perform work in a Contract Area not assigned to them at hourly rates in effect for Contractor's own area. (See Exhibits A1, A2, B1, B2, B3, C, D, and E Contract Areas).
Contractor Resource:	Contractor's and any Subcontractor's employees, contract employees, consultants, agents, and all other persons of entities employed by or under the control of Contractor or any Subcontractor.
DOT	*"DOT"* shall mean any Governmental Authority (CDOT, MASSDOT, NHDOT) substantially responsible for the negotiation of state-or commonwealth-owned rights-of-way in any State in which Contractor performs Work, including the Connecticut Department of Transportation, Massachusetts Highway Department, or New Hampshire Department of Transportation, as applicable, and any successor agencies thereto.
Emergency Work:	*"Emergency Work*" is defined as unscheduled trouble/non-ERP Storm Response Work performed during or outside of the Straight Time Hours. For Emergency Work, labor becomes billable from the time that emergency Flagger(s) leaves the local office/yard/location of notification. Labor ceases to be billable from the time when the Flagger(s) arrive back at the local office/yard/location of notification or arrive at their next Work site, whichever results in fewer hours. Owner shall compensate Contractor for Emergency Work
ERP/Storm Response:	Emergency Response Preparedness ("ERP")/ Storm Response Work is defined as unscheduled Work that begins with the Owner's declaration to Contractor of an Emergency Response Preparedness / Storm Response event through the termination of ERP/Storm Response Work at the site. For ERP/Storm Response Work, labor becomes billable from the time that Contractor

Resource(s) leave the local office/yard/location of notification. Labor ceases to be billable from the time when the Flagger(s) arrive back at the local office/yard/location of notification or arrive at their next Work site, whichever results in fewer hours.

Flagger(s): *"Flagger(s)"* shall mean a person who provides temporary traffic control, who are fully qualified and fully trained and certified to provide traffic control and flagging services.

MUTCD *"MUTCD"* shall mean the Federal Highway Administration's Manual on Uniform Traffic Control as currently modified and adopted by any State in which Contractor performs Work.

Normal Business Hours: "*Normal Business Hours*" shall mean the hours between 6:00am – 6:00pm, Monday through Friday.

Overtime: *"Overtime"* is defined as time worked by the same Flagger after the Straight Time hours have been reached, or work performed outside of "Normal Business Hours" 6:00 am – 6:00 p.m. Overtime is paid at one and one-half (1-½) times the Straight Time rate. Overtime rates also will be paid for all Work performed on Saturdays and Sundays, and the ten (10) Owner recognized holidays identified in subparagraph 9.1.4 of Special Terms and Conditions.

"Owner's Website" *"Owner's Website"* shall mean collectively Owner's Website that will store the most current versions of certain Agreement documents such as certificates, forms, Work protocols and rules, standards, guidelines, and such documents with Information relevant to the Services and Work that will be made available to Contractor upon Contactor's execution of the Eversource Confidential Infrastructure Information Non-Disclosure (Exhibit H).

Straight Time: *"Straight Time"* hourly billing rates shall mean the first forty (40) hours of Work performed by the same Flagger per week during Normal Business hours Monday thru Friday.

Work Zone Setup: *"Work Zone Setup"* shall mean the setting up and maintenance of a Work zone i.e., includes advance warning, transition and termination areas, signage and cone layout as required by location or highway permit; zone setup must conform to the US DOT Manual on Uniform Traffic Control Devices (MUCD) and equipment, signage, and cones must meet or exceed Owner standards.

3.0 **CONTRACTOR REQUIREMENTS**

3.1 Contractor's employees who perform traffic control/flagging services must have the following minimum qualifications and abilities:

- Flaggers must be persons who have successfully completed flagging training programs approved by the American Traffic Safety Services Association (ATSSA), National Safety Council, or equivalent, and will be certified and expected to adhere to all applicable Federal, State, and Local safety and health laws, rules, and policies.
- Flagger training procedures must meet the requirements of the American Traffic Safety Services Association, National Safety Council, or equivalent Flagger training program.
- Flaggers must always possess and have available at the job site a current training certification card giving the name of the Flagger, the date the flagging training program was completed, name of organization giving training, and statement that the Flagger has passed an approved Flagger training program.
- If required by governmental authorities, flagging certificates must be current and on file with the Department of Public Works in the city or town Contractor is performing services.
- Flaggers must be mentally alert and able to react in an emergency.
- Flaggers must always be neatly attired and well-groomed. Clothing must be kept clean and in good repair.
- Flaggers must wear uniforms as specified by flagging company.
- Flaggers must know the blind spots of each piece of equipment.
- Flaggers must understand and apply safe traffic control practices, even during stressful or emergency situations.
- Flaggers must hear, see, and recognize dangerous traffic situations and warn Workers in enough time to avoid injury.
- Flaggers must control signaling devices (such as paddles and flags) to provide clear and positive guidance to travelers approaching a temporary traffic control zone in frequently changing situations.
- Flaggers must not use personal multi-media or communication devices such as portable radios or cell phones (unless being used specifically for flagging crew communications), cassettes, CD players, umbrellas, or chairs at the flagging station(s).
- Flaggers must not sit while flagging, and not use cones as flag holders.
- Flaggers must always face on-coming lanes of moving traffic.
- Flaggers must not leave their post unattended.
- Flaggers must not perform maintenance or repairs of personal vehicles while on Owner property or at the Work site.
- Flaggers must be able to receive and communicate specific instructions clearly, firmly, and courteously.
- Flaggers must be able to see in all directions.
- Flaggers must be seen by motorists and pedestrians from a distance.
- Flaggers must be away from signs, equipment, and crew; and must not enter Work zone.
- Flaggers must always have an escape route and an adjustable Work location.
- Flaggers must have own transportation to and from job site(s) or if a change is made in location during the day. Locations may change during the day and Flaggers must be able to Work independently at separate locations.

- Flaggers must not report to Work under the influence of alcohol or drugs or in possession of alcohol or other drugs or they will not be permitted to Work. Use or possession of alcoholic beverages or drugs at the Work site at any time, including Owner's property, is prohibited and cause for permanent exclusion for any owner Work.
- Flaggers can expect to receive direction from the Owner's Contractor Resources, electric or gas crew chief or any member of the crew with respect to job site safety and/or Work requirements.
- Flaggers must minimize traffic hazards by establishing a good work area protection zone. This zone of protection needs to: warn oncoming travelers of your presence, establish a zone or barrier that gives you enough time to react to an out-of-control traveler and guide traffic in an orderly direct path around the Flagger and the Flagger's work zone.
- Contractor must supply "Work Ahead" signs and "Flagger Ahead" signs.

Flagger Stations:

- Flagger stations must be located such that the traveling public has enough distance to stop at an intended stopping point before entering. Flagger stations should be preceded by proper warning signs.

- Flagger stations must be illuminated during hours of darkness (1/2 hour before sunset to one-half hour after sunrise), so the Flagger is clearly visible to approaching traffic. Flaggers must stand either on the shoulder adjacent to the road controlled or in the closed lane before stopping vehicle traffic. Flaggers must only stand in the lane being used by motorists after motorists have stopped. Flaggers must always be clearly visible to the first approaching motorist. Flaggers must be stationed sufficiently in advance of Workers to warn them (for example, with audible warning devices such as horns, whistles, etc.) of approaching danger by out-of-control vehicles. The Flagger shall not permit a group of Workers to congregate around the Flagger station.

3.2 The Contractor's management staff shall perform all duties necessary to complete the Work in accordance with this Agreement, including, but not limited to:

- Supplying enough manpower and equipment required for the duration of the Work at each Work site each day.
- Providing competent, properly equipped Flaggers. Flaggers are required to bring a "STOP and SLOW" paddle and personal protective equipment and apparel to perform the Work as described in this Agreement.
- Providing Workers knowledgeable and compliant with all OSHA and MUTCD requirements.
- No overtime will apply without first obtaining the Owner's Representative written approval.
- Performing weekly random safety audits utilizing a written inspection form
- Providing at least one English speaking Flagger per crew to communicate effectively and clearly with fellow Workers.
- Monitoring employee's driving records. All drivers shall obey all traffic regulations and signs and carry a current driver's license acceptable in the state the Work is being performed for any vehicles they operate.
- Maintaining labor relations.
- Timekeeping and general Work supervision.

- Enforcing all applicable health, safety, environmental and construction requirements.
- Ensuring that a Northeast Utilities "Police Traffic Duty Record/Invoice" (Form OP5747) (Exhibit L) or Owner approved equivalent daily time sheet which has been signed by Owner Representative attached to the appropriate invoice and submitted with invoice to Owner's Accounts Payable Dept.
- Ensuring that all Workers have enough communication to stay in touch with crews during the day (i.e., cell phones).
- Providing Flaggers with current area map(s).
- Ensuring the preparation of Con 40 forms for State of Connecticut highway Work.
- Obtaining approvals for Con 40 and submitting with invoice for State of Connecticut.
- Maintaining an emergency contact list for all Workers on the job site.
- Notifying affected Owner Representative on a timely basis regarding schedule changes.
- Providing flagging supervision and handling any contractor employee problems which might arise regarding contractor's Flaggers.
- Providing periodic reports when requested by Owner
- Obtaining written pre-approval by Owner for all subcontractors prior to start of Work.
- Flagger(s) shall participate, at no additional cost to Owner, in job briefs (commonly known as Safety Briefs, toolbox discussions, tailboard discussions, etc.) with workers that will be involved in the Work

The Owner will not be responsible for transportation of the Contractor's personnel to or from the Work site(s). This includes any transportation that may be required between Work sites during the working period.

The Contractor shall maintain adequate staff at the job site for the efficient operation of the services described herein. The Contractor shall immediately provide a replacement Flagger if any Flagger leaves the site.

The Contractor shall not employ any unfit person or anyone not skilled in the Work assigned. Should Owner determine that anyone employed by the Contractor is unfit for service, Owner shall so inform the Contractor and they shall immediately remove such person from the Work site and provide a replacement Flagger as required.

The Contractor and its employees shall take all reasonable precautions in the performance of the services described herein to minimize danger from all hazards to life and property and shall comply with all health, safety and fire protection regulations and requirements of Owner. In the event the Contractor fails to comply with such regulations or requirements, Owner may terminate this Agreement as provided herein.

The Contractor shall replace or repair any fixtures, equipment, tools, and supplies provided by Owner or its contractors which are lost, damaged, or destroyed as result of acts of omission of the Contractor, its employees, or agents.

The Contractor shall furnish and be responsible for all equipment necessary to meet the requirements and performance of traffic control services.

The Contractor shall be responsible for the safety and well being of its own employees and to provide its Flaggers with the proper equipment to safely conduct all aspects of the Work.

This includes, but is not limited to, safety meetings and safety audits. Documentation of safety meetings and or programs shall be available upon request of the Owner.

The Owner requires Contractor personnel to be knowledgeable about their assigned duties and familiar with applicable requirements for safety, health, fire prevention and environmental protection associated with the performance of their Work. As evidence that its personnel have been trained to perform their assigned duties, the Contractor must have documentation of employee training available for the Owner's review. The Owner reserves the right to examine the contents of specific training programs. Training is the responsibility of the Contractor, except at the Owner's management discretion for unique site-specific circumstances, where the Owner may impose additional training requirements.

The Contractor shall be involved in all pre-job safety discussions regarding traffic control and Owner Work site safety issues with all Workers who will be involved in the job at the start of the job, when the traffic control plan changes, and before new traffic control Work assignments. These discussions must cover actual and potential traffic control hazards of the job and other associated precautions required to prevent injury or damage.

Contractor shall provide 24-hour emergency telephone numbers for principal owners and their designated representatives at time contract is awarded. Equipment must meet all applicable federal, state, and local environmental and safety standards.

In the event Contractor is unable to contact the Owner Representative or an alternate Owner Representative during an emergency, Contractor shall contact Owner's Dispatch at the Eversource System Operations Center ("SOC") located in the Eversource Energy service territory where the Work is being performed. System Operations Center phone numbers are not to be given out to any other party.

CT Electric SOC: [redacted]
MA Electric West SOC: [redacted]
MA Electric East SOC (North): [redacted]
MA Electric East SOC (South): [redacted]
MA Electric East Metro-West: [redacted]
NH Electric SOC: [redacted]
CT Gas: [redacted]
MA Gas: [redacted]

Contractors must report to their Owner Representative all Workplace hazards, unsafe conditions and safety and environmental concerns, regardless of cause.

Contractor shall report daily all contacts with the public to the Owner's Representative and shall also respond to customer complaints immediately upon notification from Owner's Representative.

The Owner strives in every way possible to maintain good relations with the public. The actions of the Contractor may reflect on the Owner; therefore, the Contractor shall consider the interests of property owners, tenants, and the public wherever involved, and shall carry out the Work in such a manner as to cause a minimum of inconvenience.

Contractor shall perform Work in a manner satisfactory to the Owner's Representative. Contractor personnel shall be thoroughly experienced with Work specified in contract.

Contractor will provide supervision to perform weekly random audits to verify Work is being performed competently.

Contractor shall start Work when ordered by Owner's Representative. Name of Owner's Representative will be furnished when service is requested. The Owner reserves the right to change such authorized representative at any time.

Contractor shall schedule and coordinate Work in a manner satisfactory to the Owner's Representative. Unreasonable delays that the Contractor may cause Owner to sustain in performance of their associated Work shall require that the Contractor pay to the Owner in the form of a credit against any outstanding payments, at the hourly rate on file per crew member multiplied times the hours of delay as determined by the Owner. Repeated failure to supply Flaggers at the requested time and location may result in a loss of geographic area or contract.

A Flagger assigned to a job site shall complete and sign the "**Police Traffic Duty Record"** (Exhibit L) or an Owner accepted equivalent form. At the end of each Workday, the Flagger must have a representative on the job site provide the accounting data (i.e., Financial Work Order nos./FWO), sign the Police Traffic Duty Report, or equivalent form, and give one carbon copy to the Owner's Representative. A copy of the signed Contractor duty report must be included with the appropriate invoice for the Work.

Contractor shall strictly observe and comply with any and all Laws, programs (including, without limitation, the ISNETworld contractor safety program, plans, standards, procedures, and other requirements adopted by or in force with respect to a Project and applicable to the Work and/or applicable Site including the applicable Work Protocols and any and all Laws, programs, plans, standards, procedures, and other requirements affecting public health, safety, and welfare; worker/occupational/industrial health and safety (including safety conscious Work environment) and environmental health and safety.

Equipment must meet all applicable federal, state, and local environmental and safety requirements.

Upon request by the Owner, the Contractor will be asked to supply the necessary signage, cones, or other safety equipment and/or set up and maintain the work zone protection for the assigned Work.

3. LOCAL OFFICE

The Contractor shall establish and maintain for the duration of the contract, an operations headquarters/depot which shall enable the Contractor to provide a guaranteed on-site emergency mobilization and response time of two (2) hours, with qualified and experienced response personnel, materials, and equipment anywhere in the Contract Area.

4. COMMUNICATIONS EQUIPMENT

Communications equipment used to meet the requirements of this contract shall be approved by the Owner.

6. SAFETY REQUIREMENTS

The Contractor shall be responsible for compliance with OSHA requirements and for providing all items required in the performance of this contract that are required by OSHA, Federal, State, local or Owner safety regulations, including but not limited, personal protective equipment and traffic control devices.

Such items include but are not limited to:

- Hard Hat (ANSI Z89.1)
- Safety Glasses with side shields (ANSI Z87.1)
- Appropriate footwear (ASTM F2413) compliant
- High intensity flashlight
- MUTCD Approved handheld Warning (for Emergency Situations Only) Flags, when used, shall be red or fluorescent orange/red in color, shall be a minimum of 24 inches square, and shall be securely fastened to a staff that is approximately 36 inches in length.
- MUTCD Approved reflective Stop/Slow Paddle. The STOP/SLOW paddle shall have an octagonal shape on a rigid handle. STOP/SLOW paddles shall be at least 18 inches wide with letters at least 6 inches high. The STOP face shall have white letters and a white border on a red background. The SLOW face shall have black letters and a black border on an orange background. When used at night, the STOP/SLOW paddle shall be retro reflectorized.
- High Visibility Traffic Vest (ANSI/ISEA 107 Class 3)

7. ENVIRONMENTAL POLICY

All Contractor employees shall be aware of the Eversource Environmental Policy (Exhibit M)

Contractors must report to their Owner Representative all workplace hazard, unsafe conditions and safety and environmental concerns, regardless off cause.

8. WORK RELATED INJURY

The Contractor shall report immediately (but in no event later than twenty-four (24) hours report each Work-related injury to the Owner's Representative or, if not available, System Operations Center where the Work is being performed, if it becomes aware of all injuries, workplace hazards, unsafe conditions/concerns, vehicle accidents, near miss events, damage to property or equipment and any other safety-related or environmental concerns, regardless of cause. Contractor management must immediately inform Owner and investigate all occupational injuries, illnesses, and safety-related incidents, and identify their causes and the actions taken to prevent recurrence in a written report and provide copies of all injury reports to Owner.

For initial reporting of incidents, (i.e., environmental incidents, injuries, and damages) use the Contractor Significant Interruption/Incident Report (Exhibit K). This form is required to be completed and submitted by the Contractor via email to the Owner Representative by the next Working day after the incident. Original must be given to the Owner Representative.

For any incident, unless otherwise directed, the Contractor shall make its records concerning the event available to Owner, and provide a detailed, final, written report of the facts concerning such event within forty-eight (48) hours of the event. This report shall include all items required under Contractor Work Rules, including the following items:

- Date & time of incident
- Weather condition at time of incident
- Location of incident
- Detailed description of incident
- Immediate action(s) already taken
- Action(s) to prevent recurrence (recommendations).
- Additional information such as vehicle types, job titles, medical treatment, nature of injury, etc.
- Report prepared by: (Name and Contractor Company)

If a more detailed report is requested by Owner, Contractor, at no cost to Owner, shall investigate of the incident and within ten (10) Business Days after such request (or such longer period authorized by the applicable Owner Representative), prepare, and issue a report that shall include at least the following root cause analysis:

- *Immediate cause.* (That single and very specific thing that occurred "at" the site of the incident that made the situation turn into an incident.)

- *Contributing cause(s)*. (All other things that led up to the incident. There can be many contribution causes.)

- *Underlying (root) cause(s).* (That single cause that, if corrected, would have prevented the incident even if most of the immediate and contributing causes still existed.)

9. BILLING RATE SCHEDULE

Contractor shall submit a separate billing rate schedule for each "Contract Area" they are interested in servicing during the contract period.

9.1. Work Hours

9.1.1 A typical workday is an eight (8) to twelve (12) hour day, Monday through Friday, between 6:00 a.m. and 6:00 p.m.

9.1.2 Straight Time hourly billing rates shall apply for the first forty (40) hours of Work performed by the same Flagger per week during Normal Business hours, Monday through Friday.

9.1.3 Overtime is defined as time worked by the same Flagger after the Straight Time hours have been reached, or work performed outside of "Normal Business Hours" 6:00 a.m. to 6 p.m. Overtime is paid at one and one-half (1-½) times the Straight Time rate. Overtime rates will also be paid for Work performed on Saturdays and Sundays. Overtime will be applied to all hours worked on Saturday and Sundays, and the ten

(10) Owner recognized holidays identified in subparagraph 9.1.4 of Special Terms and Conditions.

9.1.4 Holiday pay will be paid at the Overtime hourly rate and shall be paid for all work performed on the ten (10) Owner recognized holidays, which are New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

If the holiday falls on a weekend day and Owner observe the holiday on the Friday immediately preceding the holiday, or the Monday immediately following the holiday, holiday pay will be allowed for the day when Owner observes the holiday.

9.1.5 Travel time by Contractor's employees to and from a work site assignment shall not be considered as time worked and shall not be paid by Owner. Travel time spent traveling to different work sites during the same day shall be considered compensable work time to the extent that said travel time is deemed fair and reasonable by Owner.

9.1.6 If flagger(s) are requested to work outside of their contract areas during Emergency Work or Emergency Response Preparedness / Storm Response, labor becomes billable from the time that emergency Flagger(s) leaves the local office/yard/location of notification. Labor ceases to be billable from the time when the Flagger(s) arrive back at the local office/yard/location of notification or arrive at their next Work site, whichever results in fewer hours.

10. REQUESTS FOR FLAGGER AND WORK ZONE SETUP SERVICE LEAD AND RESPONSE TIME

Requests for service shall be made on an as needed basis with a minimum lead time of four (4) hours advance notification.

Requests for services with less than a four (4) hour advance notification may be rejected without penalty by the Contractor.

All requests shall carry a minimum of four (4) hours of service per day per Flagger or Services rendered for less than four (4) hours in one day shall be billed by the Contractor with a four (4) hour minimum.

Cancellation of a prior request for Flagger or Work Zone Setup service made with a minimum of two (2) hour notice shall not carry any penalty.

Cancellations for Flagger services only (no Work Zone Set-up) made with less than two (2) hour notice shall a carry a minimum charge equivalent to four (4) hours of work for each Flagger requested.

Cancellations for Work Zone Setup services only made with less than two (2) hour notice shall carry a minimum charge equivalent to four (4) hours for each Work Zone Setup unit rate in 2023-2025 Traffic Control Billing Rate Schedule.

The Contractor shall confirm assignments of Flaggers to requesting party within four (4) hours from the time of receipt of the request. Repeated failure by Contractor to supply

Flagger(s) at the requested time and location may result in loss of geographic area or contract.

A maximum of four (4) hours will be paid if the Flagger reports to a job site, and then is released by Owner Representative due to equipment failure, storms, or delays.

A maximum of four (4) hour will be paid if the Work Zone Setup van reports to a job site, and then is released by Owner Representative due to equipment failure, storms, or delays.

11. DEFINITION OF UNIT PRICING

The hourly unit rates included in 2023-2025 Traffic Control Billing Rate Schedule are all inclusive and include the cost of supervision, Contractor-owned materials, supplies, and equipment.

11.1. Flagging / Traffic Control Services (Labor Only) Unit Price:

a. Provide Flagger labor for traffic control necessary to support Owner's electric and gas crews or private companies performing Work for Eversource during Straight Time and Overtime periods.

b. Flagger(s) typically are assigned to Owner's electric and gas internal crews or private companies performing work for Eversource and report daily to Owner's Area Work Center; or,

c. Flagger(s) that are assigned to Owner's electric and gas crews or private companies performing work for Eversource that report to the job site and work four, ten-hour days or five, eight-hour days; as directed by Owner's electric line or gas representatives, or private companies. Hourly rates include the cost of utilization for Contractor-owned materials, supplies, and equipment. Travel time to and from assigned work area shall not be paid.

11.2 Work Zone Setup (Complete Traffic Control Services/Work Zone Protection):

a. Unit price for Work Zone Setup includes equipment necessary to maintain a work zone, including but not limited to a marked, lettered vehicle with safety (strobe) lights acting as a crash truck to Eversource vehicles and personnel, minimum of two (2) full sign patterns (fines doubled, work zone ahead, one lane ahead, flagger symbol, and end road work) and up to ten (10) signs/stands and thirty (30) cones in accordance with MUTCD. The Contractor's Work Zone Setup vehicle must be able to transport traffic control devices and shall not be a passenger sedan; but it must be a commercial vehicle and commercially insured by Contractor in accordance with Owner's General Terms and Conditions insurance requirements.

b. This price is in addition to the contracted charge per Flagger and is in accordance with the terms and conditions of this Agreement and requirements set forth in the latest MUTCD.

c. The Work Zone Setup unit rates are all inclusive and include the cost of utilization for supervision, Contractor-owned materials, supplies, and equipment. Travel time to and from assigned work area shall not be paid.

12. INVOICING AND PAYMENTS

- All invoices shall be submitted on a job-by-job or weekly basis, depending on local Owner management.

- If the Contractor arrives on site at the prearranged call out time and must wait for the Owner's crews, equipment, or instruction, that shall be deemed "standby" time. Standby time will be paid at the Straight time hourly rate.

- Contractor must reference the appropriate purchase order to be paid. Invoices without the correct purchase order number will be returned to the Contractor. In addition, Owner's accounting information (financial work order and cost control), job location, and name of Owner Representative must be noted on the invoice to process it in a timely manner.

- The Contractor must submit a copy of the original Owner's form entitled "Police Traffic Duty Record" (Exhibit L), or Owner-approved equivalent daily time sheet, with the invoice, covering all expenses incurred in connection with the performance of Work under this contract. This invoice shall be accompanied by legible supporting documents and any other information necessary to allow the Owner's Representative to verify the accuracy of the statement. After verification, the approved amount will be paid to the Contractor.

- If Contractor performs Work for another Contract Area (outside of his/her Contract Area), Contractor shall reference one of his/her own purchase order numbers on the invoice along with the name of the Owner's Representative for the Work. A separate invoice should be submitted for Work outside of the Contractor's own Contract Area.

- Separate invoices must be provided for each separate state highway Work and must be accompanied by a CDOT- signed CON 40 form. Assume that a Con 40 is required for all jobs whose activity code is HRU, HRO, HRD, or HRL, unless told otherwise by Owner representative.

- The Contractor will complete and email the form as instructed the UVL July 2021 Vendor Submission Form Template (Distribution category) (see Exhibit O) to Owner by no later than the 25th of each month as an Unvouchered Liabilities (UVL) Billing Report. The UVL Billing Form Eversource provides, in an Excel format, the information that Owner needs to record estimates for unbilled Work. All unbilled Work information reported by Contractor under Section 4 – Unbilled Services of this Form must include a financial work order number(s).

- Contractor invoices shall not be subject to adjustments, for errors or omissions, beyond six months of the date of service.

13. CONTINUING CONTRACTOR REQUIREMENTS

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

The rates charged to Owner for Work on State of Connecticut highway Work at the same rates that would be charged to Owner for any other Work.

13.1 Contractor hereby grants the Department of Transportation ("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 Contract, 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.

13.2 Contractor shall prepare, sign, and obtain the written approval from the applicable DOT inspector for all Con 40s (Exhibit J1) 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 40s.

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

13.4 Contractor shall send one copy of the approved Con 40 **prior to invoicing t**o the following Person and/or such other Persons designated in writing by Owner:

[redacted]- Accounts Payable
Eversource Energy
P.O. Box 270
Hartford, Connecticut 06141-0270

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

13.6 Contractor will bill s**eparately** for "CDOT highway work" and "other than state highway work".

Contractor shall not co-mingle invoices for CDOT highway work with other Work.

13.7 Contractor shall execute and submit to the following person and/or such other Persons designated by Owner a Continuing Contractor Certification, to be provided to winning bidder, as the same may be modified from time to time by notice given by Owner to Contractor:

Attention: [redacted]
Distribution Engineering
Eversource Energy

PO Box 270
Hartford, CT 06141-0270

13.8 For Federal Highway Administration Work performed in the States of Massachusetts and New Hampshire, Contractor will provide, upon request from Owner, all necessary reporting documentation e.g., payroll reporting, certified payroll, etc., required for verification that the work was performed.

14. OWNER'S WEBSITE

The documents titled Contractor Documents and Procedures listed in Section 16 will also be made accessible through the Owner's Website. Owner shall provide Contractor with emailed notice when the Contractor Documents and Procedures are available on Owner's Website. Due to the proprietary and confidential nature of some of the information that will be accessed from Owner's Website, the documents are password protected. Owner will provide email notification of updated Contractor Documents and Procedures and Contractor is responsible for accessing Owner's Website and following most current versions of the Contractor Documents and Procedures on the Owner's Website. Authorized users of the Owner's Website must maintain the confidentiality of this information as outlined in the Eversource Confidential Infrastructure Information Nondisclosure Agreement (Exhibit I) and shall not distribute their passwords or User IDs to any other individual. Contractor shall be required to complete and execute the Eversource Confidential Infrastructure Agreement in and return it to Manager, Contract Services by email at ContractServices@eversource.com. A password, User ID, and instructions for accessing the Owner's Website will be provided to Contractor after Contractor has completed and submitted the Confidential Information Agreement. Contractors are required to use their company's software and/or information technology practices outlined by their IT Department to access the Owner's Website.

15. EMERGENCY RESPONSE PREPARDNESS ("ERP") STORM RESPONSE

In some cases, due to emergency situations, traffic control is required without warning. In these situations, Contractor must mobilize and provide ERP storm mobilization and response time of two (2) hours, with qualified and experienced response personnel, materials, and equipment anywhere in the Contract Area.

Owner shall Compensate Contractor for ERP Work based on Contractor's applicable ERP rates from the commencement of such ERP Work through the termination of ERP Work, as determined by Owner.

For specific assignments Owner will provide meals and lodging, and the Owner Representative will specifically notify Contractor that Owner has on-boarded Contractor Resource(s) and Owner has accepted Contractor's crew roster. Owner will provide meals and lodging for this assignment. When it is more efficient for Contractor Resources to obtain meals and/or lodging that are not Owner-provided, Owner shall, only when Owner has given prior approval for an alternate arrangement, reimburse Contractor with no markup for the reasonable cost of such meals and lodging provided that Contractor submits itemized signed receipts covering such expenses, and the maximum total daily meal reimbursement will be [redacted] per person per day and the maximum total daily hotel reimbursement will be [redacted] per person per day. No additional mark ups are allowed.

All crew assignments must be either initiated or directed by Owner Representative. Contractor shall not mobilize to ERP event without prior Owner on-boarding. On-boarding represents Owner's Contractor ERP onboarding process.

16. CONTRACTOR DOCUMENTS AND PROCEDURES

The following Exhibits are incorporated herein by reference and except as specifically indicated herein, shall apply to the Work irrespective of whether any of such Exhibits have application to each region within Owner territory:

Exhibits:

Exhibit A1	CT Elec Region Boundaries
Exhibit A2	Electric MA, CT, and NH by Region
Exhibit B1	State of Mass Gas Map Oct 2020
Exhibit B2	CT Gas Map
Exhibit B3	Listing of All CT and MASS Gas Towns
Exhibit C	Eastern MA by Area
Exhibit D	Western MA by Division and Facility
Exhibit E	NH Service Territory by Region and AWC
Exhibit F	Work Protocols and Environmental Requirements
Exhibit G	SMS-POL-005 Rev 1 05-01-2021 Contractor Safety
Exhibit H	Web Site Access Registration Reqs
Exhibit I	Eversource Distribution Confidentiality Agreement Rev Oct 2019
Exhibit J1	Con 40 Form
Exhibit J2	Continuing Contractor Certification
Exhibit K	Contractor Significant Interruption Incident Report
Exhibit L	Police Traffic Duty Record
Exhibit M	Eversource Environmental Policy
Exhibit N	Invoice Instructions
Exhibit O	UVL July 2021 Vendor Submission Form
Exhibit P	Eversource Energy Emergency Response Program User Guide