

**EVERSOURCE ENERGY
GENERAL TERMS AND CONDITIONS
CONSERVATION and LOAD MANAGEMENT**

IN WITNESS, WHEREOF, Owner and Consultant have executed and delivered this Agreement as of the Effective Date. This Agreement shall not be binding upon Owner until it has been executed by an authorized representative of Owner.

*RISE Engineering, a division of
Thielsch Engineering, Inc.*

Contractor or Consultant

Jean-Paul
Vandeputte

Digitally signed by Jean-Paul
Vandeputte
DN: cn=Jean-Paul Vandeputte, o=RISE
Engineering, ou,
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Date: 2020.03.10 15:33:36 -04'00'

By: _____

Printed Name: Jean-Paul Vandeputte

Title: Director of Engineering

Date: 3/10/2020

**Eversource Energy Service Company,
Owner**



By: _____

Printed Name: June Wooding

Title: Category Lead

Date: 5_22_2020

Eversource Energy GENERAL TERMS and CONDITIONS
CONSERVATION and LOAD MANAGEMENT

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1. DEFINITIONS.

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

- 1.1 ACCEPTANCE: The Owner's determination that the Contractor has completed the Work in compliance with the Agreement requirements and satisfied the requirements as applicable, in Article 11 "REQUIREMENTS FOR ACCEPTANCE".
- 1.2 AFFILIATE: Any company or other business entity that (i) is controls, (ii) is controlled by or (iii) is under common control with a Party or its parent. A company or other business entity shall be deemed to control a company if it has the power to direct or cause the direction of the management or policies of such company or other business entity, whether through the ownership of voting securities, by contract, or otherwise.
- 1.3 AGREEMENT: The collective term used to describe all documents comprising each agreement between the parties for the Work, including the Order, General Terms and Conditions, the Exhibits and Attachments to the General Terms and Conditions, Special Terms and Conditions (if applicable), Specifications, any items specifically incorporated by reference and/or issued (including any documents issued with respect to any change order, modification or amendment) or provided by Owner to Contractor in connection herewith, and any amendments to the foregoing agreed to in writing by the parties. If the Order that references this Agreement inadvertently also references standard terms, PO General Terms and Conditions Rev. 1 (04.02.15) ("PO GTCs"), such PO GTCs shall not apply or bind either party and shall be superseded by the terms of this Agreement.
- 1.4 BUSINESS DAYS: Any day other than Saturday, Sunday and days observed as legal holidays by the federal or state government applicable to the Owner's Site(s) of Agreement performance.
- 1.5 CONFIDENTIAL INFORMATION: Confidential and/or proprietary information of a party to this Agreement. Owner's Confidential information includes written, oral, or electronic information and Information containing personal financial information, employee or customer information, personally identifiable information, protected health information, proprietary information or any other information that Owner designates as confidential and desires to protect against unrestricted disclosure or competitive use, including, business plans, marketing strategies, bidding activities, commercial, technical and performance information, Agreements, financial Information, research documentation, information about investors or any company or individual with whom Owner does business, information considered by Owner to be a trade secret and/or of a commercially valuable and sensitive nature or information that may otherwise be deemed confidential by law or regulatory agency, including Information described in Section 34.9 "CONFIDENTIAL INFORMATION". The parties intend that the designation of Contractor's Information as Confidential Information shall be limited to non-public financial information and non-public information that has unique commercial value and was developed independently from the Work.
- 1.6 CONTRACTOR: The entity issued an Order by Owner.
- 1.7 CONTRACTOR'S REPRESENTATIVE: The individual identified by Contractor with authority to act on behalf of Contractor in performance of the Agreement.
- 1.8 CONTRACTOR RESOURCES: Contractor's and any Subcontractor's employees, contract employees, consultants, agents, and all other persons or entities employed by or under the control of Contractor or any Subcontractor.
- 1.9 CUSTOMER: An entity or person that is a utility customer for whom Contractor is providing conservation and load management services authorized by Owner.

- 1.10 DIRECT ACTUAL COSTS: Reasonable direct expenses actually incurred, supported with adequate documentation, to perform a task.
- 1.11 ENVIRONMENTAL LAWS: shall mean all applicable laws and any administrative or judicial interpretations thereof relating to: (a) the regulation, protection or use of the environment; (b) the conservation, management, development, control and/or use of natural resources and wildlife; (c) the management, manufacture, possession, use, generation, transportation, treatment, storage, disposal, release, threatened release, abatement, removal, remediation, or handling of, or exposure to, any Hazardous Materials; or (d) noise.
- 1.12 EQUIPMENT: A specific component, part, system, or material provided by Contractor under the Agreement. As used in the Agreement and as the context requires, the term "equipment" includes the Equipment.
- 1.13 EVERSOURCE: Eversource Energy Service Company, a Connecticut corporation, for itself or as agent for its Affiliates, dba Eversource Energy.
- 1.14 FINAL ACCEPTANCE: Owner's written acknowledgement, determined in its sole discretion, that Contractor has completed all or a specified portion, if required or contemplated by the Agreement, of the Work in accordance with the requirements of the Agreement.
- 1.15 FINAL PAYMENT: That payment to be made to Contractor by Owner after Final Acceptance.
- 1.16 HAZARDOUS MATERIALS: The collective term used to describe (a) any petrochemical or petroleum products, oil, waste oil, asbestos in any form that is or could become friable, urea formaldehyde foam insulations, lead-based oil paint and polychlorinated biphenyls; (b) any products, mixtures, compounds, materials or wastes, air emissions, toxic substances, wastewater discharges and any chemical, material or substance that may give rise to liability pursuant to, or is listed or regulated under, or the human exposure to which or the release of which is controlled or limited by applicable Environmental Laws; and (c) any materials or substances defined in Environmental Laws as "hazardous", "toxic", "pollutant", or "contaminant", or words of similar meaning or regulatory effect.
- 1.17 INFORMATION: All intellectual property, computer software and documentation, studies, data, reports, documents, designs, plans, drawings, calculations, test results, Specifications, electronic communications and data, or other information, in whatever form or media. This includes any patents, trademarks, service marks, copyrights, or trade secrets or any devices, designs, methods, or written works developed or capable of being developed during the course of this agreement
- 1.18 ORDER: The document issued by Owner for specific Work, which shall be a Purchase Order for any procurements by such Owner. Any PO GTCs that may be referenced in the Order shall be excluded from the Agreement to which these General Terms and Conditions are referenced or attached and are hereby deleted. Any additional or conflicting terms and conditions in Contractor's confirmation thereof, or Contractor's documentation, including invoices, are hereby expressly rejected and excluded from the Agreement, are inapplicable to the Agreement, shall not be considered part of the Order(s), and shall be of no force and effect.
- 1.19 The document issued by Owner for specific Work, which shall be either: (a) a Purchase Order for any procurements by Eversource; provided however, that the default Purchase Order General Terms and Conditions referenced in the Purchase Order(s) shall be excluded from the Agreement to which these General Terms and Conditions are attached, are hereby deleted and shall not bind either party; or (b) a Purchase Order or Agreement form, for any procurements by any Eversource Affiliate provided however, that the default Purchase Order General Terms and Conditions referenced in the preprinted terms on the back of Owner's Purchase Order or Agreement form shall be excluded from the Agreement to which these General Terms and Conditions are attached, are hereby deleted and shall not bind either party. Any additional or conflicting terms and conditions in Contractor's confirmation thereof, or Contractor's documentation, including invoices, are hereby expressly rejected and excluded from the Agreement, are inapplicable to the Agreement, shall not be considered part of the Order(s),

and shall be of no force and effect.

- 1.20 OWNER: shall mean Eversource or its affiliated company or companies listed in the "Furnish and Ship To" block on the face of the first page of the Purchase Order under which the Agreement is issued, or the Eversource Affiliate that has ordered the Work. Each Owner shall be solely responsible to Contractor for Work awarded by such Owner. No Eversource Affiliate that is not the Owner as to any particular Work awarded shall be jointly and severally liable for Owner obligations hereunder with respect to such Work.
- 1.21 OWNER'S REPRESENTATIVE: The individual(s) identified in Owner's Order with authority to act on behalf of Owner concerning the Agreement, or otherwise identified by the Owner in writing in the Agreement.
- 1.22 RESERVED
- 1.23 SERVICES: A specific service furnished by or on behalf of Contractor under the Agreement and as part of the Work. Such Services may include the following services: design, engineering, technical, consulting, preparation and/or compilation of Information; procurement maintenance, equipment replacement or modification, repair, inspection, supervision; supply, transportation, installation, startup, testing of materials and equipment; the supply of labor; and any other services to be performed as specified in the Agreement.
- 1.24 SITE: The location at which the Work is to be performed. The Site can include Owner's property, Owner rights of way, Customer's premises or property, or other property not owned by Owner where Work is to be performed.
- 1.25 SPECIAL TERMS AND CONDITIONS: The Special Terms and Conditions, if any, attached hereto and made a part of the Agreement.
- 1.26 SPECIFICATIONS: The Work requirements, specifications or technical specifications, which may include instructions, scope or statement of work, written requirements for materials, equipment, construction, systems, standards, Information and workmanship for the Work and performance of Services, as provided, supplemented or revised from time to time by Owner.
- 1.27 SUBCONTRACTOR: Any subcontractor, licensor or supplier, at any tier, who furnishes materials, supplies, equipment, facilities and/or Services to Contractor to meet Contractor's obligations to perform Work under the Agreement.
- 1.28 WORK: The terms used to describe collectively, all Equipment, materials, Information and Services, as referenced in the Agreement documents and all related duties, obligations and responsibilities undertaken or required to be undertaken by Contractor under the Agreement.

2. CONTRACTOR'S BILLING RATES.

Whenever Contractor performs Work on a time and materials basis (including but not limited to Work performed as a change or addition to the scope of Work described in the Agreement) Contractor shall be compensated at the billing rates set forth in the Order. Any adjustments to billing rates that are in compliance with Agreement terms must be provided to Owner for review in the form of a new rate schedule in advance of any invoicing based on such new rates. Owner may reject any invoices using billing rates that are inconsistent with Owner's current rate schedule on file.

3. TERMS OF PAYMENT.

- 3.1 Owner shall pay all undisputed charges indicated in properly itemized and supported invoices for Work performed by Contractor and Accepted by Owner in accordance with the terms of the Agreement, within thirty (30) days after receipt of invoice by Owner. If Owner disputes a portion of an invoice, at Owner's request Contractor shall submit a revised invoice for the undisputed amount and Owner shall pay such undisputed portion within thirty (30) days after receipt thereof. Upon Owner's request,

Contractor shall provide documentation regarding un-vouchered liabilities including: a) the estimated dollar amount of all Work performed but not invoiced for that month or previous months, and b) any invoice submitted but not yet paid. Documentation must include Owner's Order number and, if applicable, release number.

- 3.2 Contractor must invoice for Work in a timely fashion and within the period specified by Owner. Subject to Owner's invoicing instructions, Contractor shall issue its final invoice to Owner within one hundred eighty (180) days of the completion of the Work being invoiced
- 3.3 Each invoice shall (a) be certified in writing as correct by Contractor's Representative; (b) be itemized (with reasonable detail) to fully describe each element of cost charged to Owner and any negotiated early payment discounts and (c) if applicable, contain a certification acceptable to Owner to the effect that all Subcontractors have been paid in full for completed Work as reflected in the immediately preceding invoice. For time and material Work, Contractor shall bill in accordance with Owner's billing instructions.
- 3.4 Owner may withhold payment of all or part of any invoice to such extent as may be necessary to protect itself from loss caused by: (a) defective Work not remedied; (b) claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor and/or Owner in connection with the Work; (c) failure of Contractor to make payments properly to Subcontractors for material, labor or equipment; (d) reasonable indication that the unpaid balance is insufficient to cover the cost to complete the Work; (e) reasonable indication that the Work will not be completed within the Agreement schedule; (f) unsatisfactory performance of the Work by Contractor; (g) failure of Contractor to perform any of its obligations under the Agreement; or (h) failure of Contractor to pay any amounts due Owner. Owner shall notify Contractor of the grounds for any withholding, and when the above grounds are removed, or Contractor provides performance assurance satisfactory to Owner that will protect Owner for the amount withheld, payment will be made of the amounts withheld. When deemed reasonable by Owner, Owner may use such funds to rectify the situation causing the withholding of funds.
- 3.5 To the extent permitted by law, Owner shall have the right to set-off against any sums due Contractor under the Agreement any claims Owner may have against Contractor under the Agreement or, under any other agreement between Owner and Contractor, or that Owner may otherwise have against Contractor without prejudice to the rights of the parties with respect to such claims. In the case of Work incorrectly performed or incomplete, an equitable deduction from the Agreement price may be made.\
- 3.6 Except for Work performed at a fixed price, Contractor shall make available to Owner during the Work and for a period of three (3) years following Final Acceptance of all Work, all source documents necessary to verify the elements of all billable charges, including: each worker's name, charge classification, and hours worked; computer usage summaries; and original documentation of all reimbursable expenses (e.g. receipts for travel, business expense and employee expense). Upon five (5) business days prior notice by Owner, this information shall be available for audit by Owner during normal business hours, at Contractor's principal office or at any other location agreed to by the parties.

3.7 RESERVED.

3.8 RESERVED.

4. TAXES.

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

- 4.2 Taxes on Contractor's Purchases. If Owner informs Contractor that Owner has a tax exemption certificate or a direct pay permit that applies to a specified portion of the Work, Contractor shall notify its Subcontractors and suppliers that their Services performed for, materials supplied for Contractor's use in, and/or equipment supplied for installation as part of the specified "tax exempt portion" or "direct pay portion" of the Work are either exempt from sales and use taxes or Owner pays such taxes directly. Consequently, these Subcontractors and suppliers should not collect such taxes from Contractor and Contractor's prices and Billing Rates to Owner should reflect such tax exemption or Owner's direct payment on Contractor's purchases from Subcontractors and suppliers for the tax exempt or direct pay portion of the Work. Subcontractors and suppliers providing Services, materials and or equipment for any portions of the Work that are neither tax exempt nor direct pay shall apply any normally applicable sales or use taxes to such "normal tax" portions of the Work and Contractor's prices and Billing Rates will be deemed to include any and all applicable taxes on such normal tax portions of the Work. If Owner does not inform Contractor that it has a tax exemption certificate or a direct pay permit that applies to a portion of the Work, Contractor should presume that its purchases from Subcontractors and suppliers associated with the Work are subject to any applicable sales and/or use taxes on such purchases and Contractor will be deemed to have included any and all applicable taxes on its purchases from Subcontractors and suppliers in the prices and Billing Rates stated in the Agreement provided that any Billing Rates using markup percentages will not apply to taxes paid for such purchases.
- 4.3 Income, Property and Payroll Taxes. Notwithstanding any provision of the Agreement, Owner shall not be required to pay or reimburse Contractor for any taxes levied against Contractor's income, property or payroll.
- 4.4 Non-Resident Tax Bonds. If required by applicable law, Contractor and all Subcontractors shall provide to Owner a certificate of compliance with the non-resident contractor bonding provisions applicable to the Work. Contractor shall furnish such certificate to Owner in the case of (i) Contractor, no later than the earlier to occur of thirty (30) days after the effective date of the Agreement, or the date of commencement of the Work, and (ii) each Subcontractor, within the earlier to occur of thirty (30) days after Contractor's retention thereof, or the date of commencement of the Work under such subcontract. Absent such certificates, Owner shall be entitled to withhold amounts otherwise due to Contractor hereunder in accordance with applicable law.
- 5. CHANGES AND ADDITIONS.**
- 5.1 Either party may request changes or additions to the Work by submitting a written request to the other. Changes requested by Contractor shall not, however, be implemented until approved in writing by Owner. All changes shall be made in accordance with approved Owner procedures included in the Agreement documents or otherwise provided to Contractor.
- 5.2 Owner shall have the right to require Contractor to delete from, change or add to the Work, in each case to the extent that any such deletions, changes, additions or other alterations are of the character described in the scope of Work, and to the extent such deletions, changes or additions are within the general expertise of Contractor Resources performing the Work. If such deletions, changes or additions are scheduled to be completed by or within six (6) months following the then-scheduled completion date for the Work as specified in the Agreement, such Work shall be performed at Contractor's time and material rates in effect for the Agreement, unless the parties agree in writing to another method of compensation.
- 5.3 If a deletion, change or addition will increase or decrease the cost or time required to complete the Work, the party requesting the change or addition will set forth in its request the appropriate adjustment to compensation or completion deadlines. Written acceptance by the party receiving the request for change or addition shall be a binding resolution between parties of the issues set forth in the request.

- 5.4 At no time shall the Work be delayed by Contractor due to a dispute between the parties concerning the cost or time required to accomplish a deletion, change or addition requested by either party.
- 5.5 Contractor shall not commence or undertake any portion of any Work for which it contends that any extra compensation or schedule adjustment is or will be owed or due or payable, without prior written authorization from Owner, and such authorization shall be required for payment of any extra compensation to, or adjustment of any schedule requirement for the benefit of, Contractor. In all instances, Contractor shall orally notify the Owner's Representative of any circumstances that could result in a change in the scope of the Work (or a claim therefor) as soon as possible after the occurrence of the event or incident, and in writing within twenty-four (24) hours after such occurrence. Thereafter, Contractor shall submit to Owner appropriate detailed supporting documentation, justifying the basis for the claim, within ten (10) Business Days after the date of the event or incident giving rise to such claim. Without relieving Contractor of its obligations hereunder, any claims by Contractor for increased compensation or extension of completion deadlines shall be irrevocably waived and released unless Contractor provides such immediate oral notice and twenty-four (24) hour written notice and thereafter submits such detailed supporting documentation for the claim to Owner within such ten (10) Business Day period.

5.6 RESERVED.

6. INFORMATION.

- 6.1 If Contractor is required to provide Information, complete and accurate Information shall be submitted in sufficient time for review and approval by Owner prior to starting Work affected by such documents. All equipment and material shall conform to the details shown on Information approved by Owner.
- 6.2 Once Information has been approved by Owner, Contractor shall not make any changes in Information without the prior written approval of Owner.
- 6.3 It is the obligation of the Contractor to review and evaluate the Specifications, and to promptly provide written notice to the Owner of any errors, omissions or discrepancies that the Contractor discovers. Contractor shall immediately notify Owner and request additional instruction in writing whenever Owner-provided Information is found to be unclear, incorrect or conflicting. Contractor shall not undertake any Work based upon such Information until such discrepancy has been resolved by Owner. The Contractor shall not proceed with uncertainty, and any cost incurred that could reasonably have been avoided through timely correction of the Specifications shall be the responsibility of the Contractor.
- 6.4 Preliminary, certified for manufacture, or certified for construction and as-built drawing shall be submitted to Owner for approval in the requested by Owner. Any drawing shall be produced in accordance with any Specifications and acceptable industry practices and shall be legible such that Owner is able to clearly distinguish all characters and lines.
- 6.5 For Work that includes Information that is not prepared exclusively and solely for Owner, Contractor shall retain title to any such Information (excluding any portion thereof that contains Owner's Confidential Information) that is subject to Contractor's patents, copyrights, trademarks, service marks, intellectual property rights or proprietary interests provided that Owner shall have unrestricted and non-exclusive rights and license to use such Information. For Work that includes Information that is prepared exclusively and solely for Owner and/or Customer, all such Information is the proprietary Information of Owner and shall be subject to the requirements applicable to Owner's Confidential Information as set forth in Article 34 "CONFIDENTIAL INFORMATION" herein, whether or not each such document is so identified.

- 6.6 Contractor shall be responsible for the completeness and accuracy of the Information it provides and shall correct, at its expense, all errors or omissions therein. Without limitation of any and all other rights and remedies available to Owner, the reasonable cost necessary to correct matters attributable to such errors shall be chargeable to Contractor.
- 6.7 Contractor shall provide Owner and Customer with all Information necessary for Owner's use and understanding of the Work and the installation, operation, maintenance and repair thereof, and to allow Owner to satisfy any legal process, or filing or disclosure requirement required under law or regulation or requirement of a governmental body. Except for Information deemed to be proprietary to Contractor under the terms of the Agreement, and except as set forth in this Article 6, all Information supplied or delivered to Owner pursuant to the Agreement shall be the property of Owner. Contractor may retain for its records only, copies of any Information furnished to Owner, and unless otherwise agreed to by the parties, shall treat such Information in accordance with the requirements applicable to owner's Confidential Information.
- 6.8 Contractor shall keep such full and detailed accounts for proper financial management under this Agreement as Owner may reasonably request. Contractor shall also promptly provide other information, copies of such reports, and other information reasonably requested at no cost to Owner.
- 6.9 The interpretation of the Specifications shall rest with the Owner's Representative, whose decision in any matter shall be final and binding, subject to the dispute resolution provisions of this Agreement. The Specifications are intended to state in general what is required for the Work, and the omission of minor details shall not operate to relieve the Contractor from the obligation to provide all things necessary for the completion in proper working order of the entire Work outlined therein in accordance with the best construction or industry practices.

7. ELECTRONIC DELIVERY OF INFORMATION.

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

8. DELAYS.

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

8.2 Delays in Performance for Reasons Other Than Force Majeure.

8.2.1 Owner or Customer, to the extent authorized by Owner, may at any time request Contractor to delay performance or delivery of all or any portion of any Work to be provided under the Agreement. Contractor shall use its best efforts to accommodate such delay. However, if Contractor is unable to accommodate all or a portion of Owner's request, it shall notify Owner

in sufficient time for Owner to take alternative measures, including, but not limited to, directing Contractor to place the affected Work or portion thereof, including any materials or supplies, in storage at a site authorized by Owner.

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

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

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

8.3 RESERVED.

8.4 RESERVED.

9. FORCE MAJEURE.

9.1 Neither party shall be liable to the other for loss or damage resulting from any delay or failure of a party to perform its contractual obligations due to conditions or circumstances which are beyond that party's control, including: acts of God; war; acts of a public enemy; riot; civil commotion, sabotage; Federal, state or municipal action, inaction or regulation; strikes or other labor troubles (excluding those involving such party's employees); fire; flood; accidents; epidemics; quarantine restrictions; embargoes; damage to or destruction in whole or in part of office equipment or manufacturing plant, to the extent such facilities are necessary to proper performance of the party's obligations under any Agreement and alternate facilities are not reasonably available; and inability to obtain raw material, labor, fuel or supplies; provided however, that such failure or delay is not caused by that party's failure to satisfy its obligations under the Agreement or could not have been prevented by reasonable precautions taken by the non-performing party or could not reasonably be circumvented by the non-performing party through the use of alternate sources or plans or other means.

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

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

10. INSPECTION.

10.1 Contractor shall advise Owner in writing of each location where Work is being performed, or where materials or Equipment are being manufactured, stored, or prepared for use under the Agreement, in each case, reasonably in advance of conducting such Work or storing such items to allow Owner to

witness or inspect the same. Contractor shall, on behalf of itself and its Subcontractors, provide unrestricted access to such locations for inspection of Work.

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

10.3 RESERVED.

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

11. REQUIREMENTS FOR ACCEPTANCE.

Acceptance of Work shall be conditioned upon Contractor submitting to Owner's Representative, and/or Customer to the extent applicable, the following:

11.1 written documentation that the Work is complete;

11.2 for Work performed for any Customer, certification by Customer that the Work has been completed to Customer's satisfaction;

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

11.4 all Information required under the Agreement.

11.5 RESERVED.

12. RESERVED

13. SUSPENSION OF WORK

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

14. TERMINATION FOR CAUSE.

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

14.1.1 insolvency of Contractor;

14.1.2 filing of a voluntary petition in bankruptcy by Contractor;

14.1.3 filing of an involuntary petition in bankruptcy against Contractor;

14.1.4 appointment of a receiver or trustee for Contractor;

14.1.5 execution by Contractor of an assignment or any general assignment (other than an assignment undertaken in connection with a financing) for the benefit of creditors;

- 14.1.6 commencement of any legal proceeding against Contractor that, in Owner's opinion, may interfere with Contractor's ability to perform in accordance with the Agreement; or
 - 14.1.7 Contractor consolidates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and/or sells, assigns or otherwise transfers the Agreement; in each case without Owner's advance written consent.
- 14.2 If Contractor fails to diligently perform the Work in accordance with the Agreement or if Contractor otherwise breaches any of the terms of the Agreement, in addition to Owner rights set forth in Section 14.1 above and Section 25.7 regarding safety or environmental violations, Owner shall have the right without any liability being owed thereby by Owner to Contractor, upon giving Contractor written notice of default and allowing Contractor a period of five (5) Business Days or such other period as may be agreed upon by the parties or as may be determined by Owner to be necessitated by exigent circumstances to remedy such deficiency. In the event such default is not completely remedied, Owner may cancel the Agreement in whole or in part upon giving written notice to Contractor; and complete the Work itself or to have the Work completed by another entity, with any additional cost associated therewith being the liability of the Contractor.
- 14.3 Upon receipt of any notice of termination as described in Section 14.1 or Section 14.2 above, Contractor shall immediately cease Work, commence demobilization of any affected Contractor Resources, and, if requested by Owner, promptly remove from the Site all materials and equipment which have not been either fully or partially paid for by Owner. Contractor shall promptly settle the liabilities and claims arising out of the termination of subcontracts and orders and shall use its best efforts to minimize any associated costs.
- 14.4 Contractor shall maintain a written, detailed inventory of all Equipment in storage at the Site(s), in route to the Site(s), in storage or manufactured away from the Site(s), and on order from its suppliers and Subcontractors. Upon Owner's written request and to the extent that title has not transferred earlier pursuant to Article 26 "DELIVERY, TITLE AND RISK OF LOSS TO EQUIPMENT AND MATERIALS," Contractor shall promptly transfer title and deliver to Owner or Customer completed or partially completed Work and/or contract rights of Contractor relating to the Work, and Contractor shall execute and deliver such documents and take all such actions as Owner may require for the purpose of vesting in Owner or Customer such ownership, rights and benefits of Contractor with respect to the Work.
- 14.5 In the event any termination under this Article 14 is subsequently determined pursuant to the dispute resolution process set forth in Article 39 "DISPUTE RESOLUTION; NEGOTIATION; MEDIATION; ARBITRATION", to have been made without cause, such termination shall be deemed a Termination for Convenience under Article 15 hereof.
- 15. TERMINATION FOR CONVENIENCE.**
- 15.1 Owner shall have the right to terminate and/or cancel the Agreement or all or any portion of the Work for any reason, or for Owner's convenience, and at its sole and exclusive discretion, upon at least one (1) day's prior written notice to Contractor specifying when such termination becomes effective. Upon such effective date, Contractor shall immediately cease Work, commence demobilization of any affected Contractor Resources, and, if requested by Owner, promptly remove from the Site all materials and equipment which have not been either fully or partially paid for by Owner. Contractor shall promptly settle the liabilities and claims arising out of the termination of subcontracts and orders and shall use its best efforts to minimize any associated costs. After termination, Contractor shall cooperate with Owner to the fullest extent for the purpose of allowing Owner or its designee to fully perform all functions previously performed by Contractor under the Agreement.
- 15.2 Upon Owner's request and to the extent that title has not transferred earlier pursuant to Article 26, Contractor shall promptly transfer title and deliver to Owner completed or partially completed Work (including Information or other work product related to the Work) and/or contract rights of Contractor relating to the Work for which Owner has made payment, and Contractor shall execute and deliver such documents and take all such actions as Owner may require for the purpose of vesting in Owner

such ownership, rights and benefits of Contractor with respect to the Work.

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

16. OWNER'S REPRESENTATIVE STATUS.

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

17. CONTRACTOR'S SUPERVISORY DUTIES.

17.1 Prior to commencing any Work, Contractor shall identify to Owner a Contractor's Representative authorized to receive all communications from Owner, provide all approvals or authorizations required from Contractor and act on behalf of Contractor in all matters concerning the Work. Owner reserves the right to require the removal and replacement of Contractor's Representative for any reason.

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

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

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

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

17.6 RESERVED.

17.7 RESERVED.

18. INDEPENDENT CONTRACTOR.

Contractor Resources shall perform all Work as independent contractors and shall not be deemed to

be the employees or agents of Owner for any purpose whatsoever.

19. SUBCONTRACTING.

- 19.1 Contractor shall provide Owner with notice of any Work that it desires to subcontract along with a list of proposed Subcontractors. Owner shall have the right to refuse any proposed Subcontractor and Contractor shall not enter into any such subcontract with any such Subcontractor as to which Owner has made an objection. Contractor shall not make any substitution of proposed Subcontractors prior to or during the term of this Agreement without prior written approval from Owner. Neither Contractor nor any Subcontractor shall assign any Work under this Agreement without the written consent of Owner.
- 19.2 Irrespective of Owner's consent or the terms of any agreement between Contractor and any Subcontractor, Contractor shall (a) be fully responsible to Owner for acts and omissions of all Contractor Resources; (b) remain fully responsible for the full and faithful performance of the Agreement; (c) direct and control the activities of all Contractor Resources; (d) remain fully bound by all terms and conditions of the Agreement including all requirements for indemnity and warranty. Contractor shall include all Agreement provisions related to any subcontracted Work in the written agreement between Contractor and such Subcontractor for such Work, including warranty, insurance, audit and indemnity provisions. Contractor shall be responsible for the satisfaction of all contractual and legal obligations to such subcontractor and supplier.
- 19.3 Owner shall have the right to request that Contractor terminate any subcontract and remove any Contractor Resources determined by Owner, in its sole discretion, to be unqualified or unfit to perform the Work or any portion thereof.
- 19.4 Nothing contained in the Agreement documents shall create any direct contractual relation between any Subcontractor and Owner.
- 19.5 Contractor shall not allow access to the Site(s) or any portion thereof under the control of the Contractor by any person not acting under the direction and control of Contractor, other than Owner, the Owner's Representative, other authorized representatives of Owner, other contractors engaged by Owner and governmental authorities.
- 19.6 RESERVED.

20. COMPLIANCE.

- 20.1 Contractor and Contractor Resources shall comply with all laws, regulations and requirements applicable to the Work, including international, federal, state and local laws, and the laws applicable to any location where any Work is to be performed, constructed, manufactured, stored or delivered. Such compliance shall include environmental, human rights, labor, employment, non-discrimination and anti-corruption laws (including the Foreign Corrupt Practices Act), and all applicable maritime, customs, export, and import laws, requirements, rules and regulations, and the applicable laws, requirements, rules and regulations of the country of origin or destination, any intermediate country, and the United States in the performance of the Work. The country of any location where Work is to be performed, whether it is the country of origin or destination or any intermediate country must be a member of the International Labor Organization (ILO). The costs of such compliance with the foregoing requirements shall be borne exclusively by Contractor and Contractor shall defend, indemnify, and hold Owner harmless from any liabilities, damages, fines, penalties and costs arising from Contractor's noncompliance with this Article 20.
- 20.2 Contractor and Contractor Resources shall comply with Owner's requirements, procedures, and policies including without limitation those found in the Exhibits hereto, and as additionally incorporated by reference in the Order or Agreement documents and/or issued in connection with the Work and as in effect from time to time.
- 20.3 **THIS SECTION IS APPLICABLE TO WORK PERFORMED PURSUANT TO A FEDERAL**

GOVERNMENT CONTRACT OR FEDERALLY FUNDED CONTRACT: In connection with its performance of Work pursuant to a federal government contract or federally funded contract, in addition to all other legal compliance obligations, Contractor shall comply with all laws and regulations specific to and applicable to such contracts, including without limitation, regulations and laws regarding employment and non-discrimination, Executive Order 11246 and the regulations issued pursuant thereto (generally Part 60-1 of Title 41 of the Code of Federal Regulations), unless exempted by said regulations. **The Equal Opportunity Clause set forth in 41 CFR Section 60 1.4(a)), is hereby incorporated by reference. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. This contractor and subcontractor shall abide by the requirements of 41CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.** Contractor and all of its Subcontractors shall comply with the provisions and regulations pertaining to nondiscrimination and affirmative action in employment (41 CFR Sections 60 1.4, 1.40, 1.41 and 1.42), and the filing of Standard Form 100 (EEO 1). Contractor certifies, in accordance with the requirements of 41 CFR Section 60 1.8), that its facilities for employees are not segregated. Further, Contractor will comply with the provisions of (unless exempted from) the notice posting requirements of Executive Order 13496 set forth in 29 CFR Part 471, Appendix A to subpart A, which is incorporated herein by reference.

- 20.4 Code of Business Conduct - Because Owner places such a high priority on ethical and legal conduct, Owner requires all Contractors and their Contractor Resources to read, understand and comply with Owner's Supplier Code of Business Conduct, available on the Eversource.com website. Owner values its relationships with its suppliers and contractors and shares the following core values with contractors and suppliers wanting to conduct business with Owner: 1) Maintain and adhere to the highest ethical standards; 2) Comply with all federal, state and local laws and regulations, as well as all of Owner's policies and procedures, including this Code; 3) Embed safety in every aspect of work performed; 4) Foster a diverse and inclusive work environment that ensures everyone is treated with respect and dignity 5) Avoid any and all conflicts of interest, and the appearance of such; and 6) Keep property, resources and information secure, and keep confidential Owner's customer, employee and shareholder information. Contractor's failure to conduct business in a manner that meets these standards could result in a termination of the Agreement under Section 14.2.
- 20.5 For all Equipment and Services supplied by Contractor and used for Owner's high and medium impact Bulk Electric Systems (BES) and Cyber Systems as described in North American Electric Reliability Corporation (NERC) CIP Reliability Standards, including, without limitation CIP-013, Contractor shall comply with Owner's Supply Chain Cyber Security Risk Management Program requirements as set forth in the Contractor CIP Compliance Agreement, incorporated by reference if applicable to such Equipment and Services.

21. SITE REQUIREMENTS.

- 21.1 For all Work to be performed at a Site, Contractor Resources shall comply with Owner's and Customer's requirements, procedures, and policies and training requirements, including those relating to safety, security, environmental practices and access authorization, currently in effect, copies of which are available upon request.
- 21.2 Owner shall have the right to place its forces or any other contractor's forces at the Site to perform work not included in the Agreement. All Work performed by Contractor shall be undertaken in full cooperation with Owner's personnel or the personnel of other contractors at the Site, in order to achieve the least possible interference with the continuity and efficiency of all Owner's interests or

activities at the Site. Contractor's Contractor Resources shall work in harmony with all such other personnel, and in accordance with Owner's schedules.

- 21.3 Contractor represents that prior to commencing Work it has advised its Contractor Resources of Owner's and Customer's requirements, procedures and policies; satisfied the applicable training requirements; and conducted such inspections and made such inquiries as it deems necessary concerning the conditions at each Site which might affect Contractor's execution and completion of the Work. Contractor agrees and acknowledges that Information provided by Owner and Customer concerning Site conditions has been used for reference only and shall not be claimed to relieve Contractor from its obligation to independently assess the requirements of the Work.
- 21.4 Contractor shall plan and execute the Work in such a way to avoid any unscheduled interruption of utility service.
- 21.5 The Contractor shall use only the established roads for the performance of the Work, and any such temporary roads approved by Owner and necessary for the Work. When necessary to cross curbing, sidewalks or similar features, they must be properly protected, and if damaged, shall be restored to previous condition at the Contractor's expense.

22. INCIDENTAL MATERIALS AND CONSUMABLES.

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

23. HAZARDOUS MATERIALS.

- 23.1 Contractor shall provide to Owner's Representative or designee a written description of and purpose for the use of any products or processes in the Work that are Hazardous Materials or may result in the generation of Hazardous Materials. Such written submission must identify, prior to the start of the Work and to the satisfaction of Owner's Representative or designee, the practices used to minimize such generation and demonstrate that it has taken all possible steps to eliminate or reduce to the maximum extent possible such generation.
- 23.2 Contractor shall ensure the environmentally responsible management of any Hazardous Materials included in or resulting from the Work. In performing the Work, Contractor shall comply fully with all Environmental Laws. Contractor is solely responsible for the proper identification and labeling, documentation, handling, storage, minimization, processing and recycling of any and all such Hazardous Materials. Unless otherwise indicated, Contractor shall be responsible for manifesting, transporting and removing from Site any and all Hazardous Materials. Contractor shall be liable for any and all costs incurred by Owner, at Owner's sole discretion, for the storage, handling, processing, removal and disposal thereof.
- 23.3 Contractor shall defend and indemnify Owner, its parent, affiliates and its and their employees, agents, officers and directors and hold it and them harmless from any and all damages, claims, demands, or suits of any kind for injury to persons, including death, and damage to property suffered by any person (including Contractor Resources) or by any firm or corporation arising out of, or claimed to have arisen out of, any acts or omissions of Contractor and Contractor Resources related to or involving Hazardous Materials generated during the course of the Work or brought to the Site by the Contractor or Contractor Resources. This indemnification shall include any liability or claims related to the storage, handling, processing, release, or removal from Site of any such Hazardous Materials by Contractor, Contractor Resources, transporters, recyclers, or any treatment, storage or disposal facility used by

Contractor or such other persons. Further, this indemnification shall include liability for any and all costs or penalties (including legal, attorney, administrative, or regulatory fees and expenses) incurred or imposed as a result of actions pursued by federal, state or local governments or agencies related, in any way whatsoever, to the management of such Hazardous Materials.

23.4 RESERVED.

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

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

24. RESERVED

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

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

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

- 25.3 While performing all Work, Contractor shall, and shall ensure that Contractor Resources strictly observe and fully comply with all federal, state, and local safety laws, rules and regulations applicable to the Work and/or the Site. Contractor shall provide and maintain all necessary precautions for the protection and safety of the public. It shall continuously take all necessary precautions to protect Owner's property from injury or loss arising in connection with the Agreement. In addition, when performing Work in close proximity to Owner's employees, Owner's safety rules shall be applicable.
- 25.4 Contractor shall train all Contractor Resources who carry out Work in the vicinity of energized conductors and equipment, in approved methods of artificial resuscitation, before such persons begin any Work.
- 25.5 Except with respect to Hazardous Materials, for which the provision of MSDS is required, pursuant to Article 23 "HAZARDOUS MATERIALS", upon Owner request, Contractor shall furnish to Owner's Representative Material Safety Data Sheets (MSDS) for any other product intended for use with the Work and make copies of such MSDS available to Owner at the Site or other mutually agreed upon location. No product for which an MSDS submittal has been requested shall be used until the MSDS has been reviewed by Owner.
- 25.6 For any Work that takes place at Owner facilities, Contractor shall comply with Owner's security requirements then in effect. Contractor Resources shall strictly adhere to the security regulations and obey the directions of Owner's security personnel. Contractor shall develop and, after review and approval by Owner, implement a security program to account for and protect all tools and equipment under its sole and exclusive care, custody and control in the performance of the Work. Owner shall not be liable to Contractor for loss of or damage to such tools or equipment.
- 25.7 Owner may immediately suspend or terminate all or any portion of the Work, without any added cost to Owner, and with no adjustments made to the schedule for the Work, if Owner determines that any safety or environmental violations have occurred, including conditions that could result in injury to any individual or damage to property or to the environment.
- 25.8 RESERVED.
- 25.9 In the event that Owner personnel observe and/or determine that a portion of Contractor's Work has been performed in nonconformance with the Agreement and if the continued existence of that portion of the Work in its then current state poses a threat of property damage or bodily injury to Owner, Owner personnel, other persons or the public, Owner shall have the right, at Contractor's expense, to correct or make arrangements for another contractor to correct the nonconforming Work or place the nonconforming Work in a safe condition. Owner shall notify Contractor verbally as soon as possible after discovering the nonconforming Work. If Owner has not yet paid for the Work, Owner may deduct the costs of affecting such repair from the outstanding amount due for the Work. If Owner has already paid for the Work, Contractor shall reimburse Owner for Owner's Direct Actual Costs for such repair. Contractor shall make good any damage resulting from lack of protective precautions. It shall adequately protect adjacent private and public property.
- 25.10 Contractor shall exercise the utmost care and shall carry on all activities under the supervision of properly qualified Contractor Resources. In the event of an emergency affecting the safety of the public, the Work, or property, or in the event of a release of Hazardous Materials, Contractor shall as soon as reasonably practicable but in no event later than four (4) hours from the occurrence, notify Owner of the occurrence and details of such events. Contractor is hereby permitted to act at its own discretion to prevent such threatened loss or injury without special instructions or authorization from Owner's Representative except in the event of a release of Hazardous Materials. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement or by arbitration.
- 25.11 Contractor shall have obtained criminal background checks and drug tests for all Contractor Resources prior to using such Contractor Resources to perform Work for Customers at Customer Sites.

Contractor shall not assign Work to Contractor Resources that present a risk of injury to any individual or damage to or loss of property.

- 25.12 Contractor shall have obtained identity verification, criminal background checks (federal, state and county checks for prior 7 years) and drug tests for all Contractor Resources prior to using such Contractor Resources to perform Work at customer facilities or Owner Sites. Contractor shall not assign Work to Contractor Resources that have any record of convictions (including any record since employment with Contractor) for any felonies and misdemeanors involving violence, sexual offense, drugs, theft, computer crimes or identity theft, or otherwise present a risk of injury to any individual or damage to or loss of property.
- 25.13 For any serious safety incident that (1) occurs during any work that is under Contractor’s supervision at any of Contractor’s work locations, (2) is required to be reported to OSHA and (3) results in either a fatality of any employee of, or hospitalization of one (1) or more employees of, Contractor or a subcontractor to Contractor, Contractor shall notify Owner within five (5) Days after such safety incident.

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

- 26.1 Whenever Contractor provides Work that will not be subject to further work by Contractor, title and risk of loss shall pass to Customer, if performed at Customer’s Site, or Owner, if performed for Owner or at Owner’s Site, upon the performance and delivery of the Work as set forth in the Agreement documents and Acceptance.
- 26.2 Except as provided for in Section 26.1 above, title and risk of loss to all equipment and materials supplied by Contractor shall pass to Customer if performed at Customer’s Site or Owner, if performed for Owner or at Owner’s Site, upon Acceptance of Work by Owner or Customer, as applicable.
- 26.3 Title to all materials to be removed by Contractor shall pass to Contractor upon the loading of the materials into the containers supplied by Contractor or onto Contractor’s truck, whichever occurs first. For purposes of this Section 26.3, the term Contractor shall include any Subcontractor performing Work under the Agreement.
- 26.4 RESERVED.
- 26.5 Contractor shall deliver the equipment and materials purchased by Owner location stated in the Agreement in accordance with the delivery dates and any schedule of performance provided in the Agreement, time being of the essence for each such delivery for which a date or a length of time is fixed for delivery.

27. CLEANUP.

For Work performed at any Site, Contractor shall at all times keep the Site free from accumulations of waste material or rubbish. Unless otherwise directed by Owner, Contractor shall remove at its sole cost and expense from the Site and from all public and private property all temporary structures, rubbish and waste materials resulting from its operations.

28. RESERVED.

29. RESERVED.

30. REMOVAL OF EQUIPMENT.

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

Contractor.

31. INSURANCE BY CONTRACTOR.

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

- 31.1 Workers' Compensation in the amounts mandated by law (statutory coverage) and Employers Liability Insurance with limits of not less than \$1,000,000.
- 31.2 Commercial General Liability Coverage on Form CG 00 01 or its equivalent excluding Professional Liability but including Operations, Products and Completed Operations, Underground (XCU) Hazard, Contractual Liability and Broad Form Property Damage Liability written in one or more layers with a combined single limit for Bodily Injury and Property Damage of not less than \$2,000,000 per occurrence and annual aggregate. Products and Completed Operations coverage shall remain in effect for a minimum of three (3) years from the date of final payment under the Agreement or Acceptance of all Work under the Agreement, whichever is later, unless the Work is to be performed solely in CT, in which case the required coverage should be in force for two (2) years from such date.
- 31.3 Automobile Liability Coverage, including all owned, non-owned, and hired vehicles, written in one or more layers with a combined single limit for Bodily Injury and Property Damage of not less than \$2,000,000 per accident.
- 31.4 RESERVED
- 31.5 All policies contemplated in this Article 31 other than Workers' Compensation shall be endorsed to include Owner, its affiliates and their respective directors, officers, employees, and agents (including the Owner's Representative), as additional insureds as respects any and all personal and/or bodily injury and/or property damage claims arising out of Contractor's operations hereunder. Upon Owner's request, such endorsement shall be extended to include Customers as additional insureds. The limits required under this Article 31 may be satisfied by a combination of primary and excess (umbrella) coverage layers. The foregoing insurance policies, including Workers' Compensation shall include a waiver of any right of subrogation of the insurers thereunder against the additional insureds thereunder, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under such policy. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with policy provisions. All policies shall require thirty (30) days written notice to be given to Owner of cancellation, termination and/or material change in any policy.
- 31.6 Contractor shall provide certificates of insurance and copies of additional insured endorsements and all applicable endorsements to Owner to evidence Contractor's insurance policies within thirty (30) days of the award of any Agreement but in no event later than prior to the commencement of any Work. Contractor shall ensure that its broker shall provide Owner with replacement certificates and additional insured endorsements evidencing required insurance coverage prior to the expiration of prior certificates. Failure to provide such certificates and additional insured endorsements shall be grounds for withholding payment and/or termination of the Agreement. Owner shall have the right to review policy documents in the event a claim is filed thereunder.
- 31.7 Such insurance coverage shall be primary and non-contributory to any other coverage available to Owner or its affiliates and shall not be deemed to limit Contractor's liability under the Agreement.
- 31.8 Contractor shall have and maintain in effect the insurances required by this Article 31 for the duration of the Agreement and thereafter for any period of continuing contractual obligations, including

Contractor's warranty obligations

- 31.9 Contractor shall be solely responsible for payment of any and all deductible or self-insured retention amounts relating to any and all of the policies of insurance required by this Article 31 regardless of the number of losses.
- 31.10 For any Services to be provided by any Subcontractor, Contractor shall require such Subcontractor to provide the foregoing insurance coverages and amounts and comply with the requirements set forth in this Article 31, including additional insured, primary and non-contributory and waiver of subrogation.

32. INDEMNIFICATION BY CONTRACTOR.

To the fullest extent permitted by Law, Contractor shall be responsible for and shall indemnify, and shall defend and save Owner, its affiliates and their respective employees, trustees, shareholders, officers, and directors, as well as their respective agents and consultants, and the Customer for whom the Work has been performed (each, an "*Indemnified Person*") harmless from and against any and all costs and expenses (including all costs and expenses of litigation, as well as related attorneys' fees), losses, liabilities, fines, penalties, damages, claims, demands, judgments, awards, obligations, actions, or proceedings arising from the acts or omissions of Contractor Resources or related to the Work or Contractor's obligations under the Agreement Documents. Contractor further agrees to obtain, and maintain at its expense, such insurance as will insure the provisions of all indemnity obligations in the Agreement. Nothing in this Article shall derogate or reduce Contractor's obligations under Article 31 hereof.

33. INFRINGEMENT OF PROPRIETARY RIGHTS.

- 33.1 Contractor shall indemnify, defend and hold harmless Owner, its parent, affiliates and its and their employees, agents, officers, and directors from any and all liabilities, penalties, damages, claims, actions or proceedings based upon any allegation that (i) any portion or all of the Work furnished under the Agreement, or any use thereof for purposes intended by the Agreement constitutes an infringement of any patent, copyright, trademark or other proprietary interest or (ii) Contractor has, other than solely for Owner's benefit in connection with the Work, made use of Information in which a third party claims a proprietary interest which Information was obtained by Owner from third parties under agreements for confidentiality.
- 33.2 If Owner provides Contractor notice of a claim of infringement with respect to any material, equipment or Information used in connection with the Work (collectively, the "Product") or Owner's use of all or any portion of the Product is enjoined due to a claim of infringement, Contractor shall promptly and at its sole expense either (i) procure for Owner the right to continue using the Product or (ii) replace the Product with non-infringing and functionally equivalent Product, (iii) modify the Product so that it becomes non-infringing and functionally equivalent, or (iv) take such other action as is necessary to assure Owner's uninterrupted use of the Product.

34. CONFIDENTIAL INFORMATION.

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

Information to the limited extent required (i) for financing, acquisition or conveyance of ownership share, licensing, construction, startup, commissioning operation, maintenance or repair of the facility at which the Work is performed, and (ii) to comply with any request or order of a governmental agency or court. Each party shall have the right to disclose the other party's trade secret or other Confidential Information (a) to federal, state, or local government officials, to their attorneys, or in a sealed court document, for the purpose of reporting or investigating a suspected violation of the Defend Trade Secrets Act of 2016; or (b) to their attorneys or in a sealed court document in connection with a lawsuit for retaliation by an employer for reporting a suspected violation of the Defend Trade Secrets Act of 2016. If Owner discloses Contractor's Confidential Information to any governmental agency or court, Owner shall, to the extent it does not violate or fail to comply with any such request or order, advise Contractor prior to disclosure and, at Contractor's sole cost and expense, cooperate in any effort by Contractor to minimize the amount of Confidential Information disclosed, secure confidential treatment of such Confidential Information, or seek permission from such governmental agency or court to revise the Confidential Information in a manner consistent with Contractor's interests, the interests of Owner, and in a manner that meets the requirements of the governmental authority or court.

- 34.3 Any Information transmitted to either party will not be deemed Confidential Information if that Information is: (a) in the receiving party's possession without restriction on disclosure prior to disclosure hereunder; (b) at the time of disclosure, generally available to the public without restriction on disclosure; (c) after disclosure, generally available to the public without restriction on disclosure, by publication or otherwise, through no fault of the receiving party; or (d) after the time of disclosure, received from a third party who imposes no obligation of confidentiality and who, insofar as the receiving party can reasonably determine, did not acquire any such Confidential Information directly or indirectly from the other party subject to requirements of confidentiality.
- 34.4 Contractor shall notify Owner as soon as possible in writing if any Confidential Information provided to Owner has been changed to a non-proprietary status.
- 34.5 The provisions of this Article 34 shall also apply to Information that a party identifies and establishes in writing to the others as having been obtained from third parties under agreements for confidentiality.
- 34.6 Owner may demand the return and/or disposal of its Confidential Information at any time upon giving of written notice to Contractor. Within fifteen (15) days of receipt of such notice, Contractor shall return all of the original Confidential Information and shall dispose of all copies, reproductions or extracts (both written and electronic) in its possession and in the possession of any representatives to whom it was disclosed using methods authorized by the National Association for Information Destruction for the media on which the Confidential Information is stored. Except as may otherwise be agreed upon by the parties in writing, Contractor shall provide Owner with written certification of the return and/or disposal of such Confidential Information promptly following the return or disposal of such Confidential Information.
- 34.7 In the event any Confidential Information of Owner is disclosed to Contractor by Owner under this Article 34, Contractor shall not make use of such Confidential Information, other than for Owner's sole benefit and for the sole purpose related to the Work for which the Confidential Information has been disclosed.
- 34.8 The provisions of this Article shall survive the termination of the Agreement and shall bind the parties and their successors and assigns
- 34.9 RESERVED.
- 34.10 **THIS SECTION IS APPLICABLE TO CUSTOMER PERSONAL INFORMATION:** Customer Confidential Information shall be kept confidential by Contractor and its agents, employees, and representatives in compliance with all applicable federal and state laws, including Connecticut, New Hampshire and Massachusetts (M.G.L. c. 93H) personal information laws and laws and regulations applicable to persons who own, license, store or maintain personal information about residents of

Connecticut and New Hampshire and the Commonwealth of Massachusetts, and Contractor shall take appropriate measures to protect Customer Confidential Information in compliance with Section 17.4 and industry best practices. Contractor shall encrypt all personal information containing financial account or credit or debit account numbers, driver's license numbers, state issued identification numbers or Social Security numbers when such personal information is stored on laptops or other portable devices or transmitted across public networks or wirelessly.

35. WARRANTY.

35.1 Services Warranty.

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

35.1.2 Within the period of two (2) years after Final Acceptance of all Work under the Agreement, if Owner determines that any portion of the Services performed by, though, and/or on behalf of Contractor fails to comply with the warranties set forth above, or if a defect or error is discovered in any Information supplied with such Services, Contractor shall, at its sole cost and at Owner's option, (i) correctly re-perform such Services or correct the defect or error in the Information, or (ii) return to Owner the charges paid by Owner and attributable to such Services or defective or erroneous Information supplied. Owner shall have the right to set-off against other amounts due Contractor hereunder or otherwise any amount owed by Contractor to Owner under this Article 35.

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

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

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

35.4 Equipment and Materials Warranty.

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

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

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

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

35.6 Additional Warranty Provisions.

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

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

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

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

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

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

35.7 Subcontractor Warranties.

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

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

36. LIMITATION OF LIABILITY.

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

HAS NOT YET BEEN PAID BY OWNER WITH RESPECT TO THE WORK.

- 36.2 EXCEPT TO THE EXTENT ALLOWED UNDER THE INSURANCE, WARRANTY OR INDEMNITY PROVISIONS OF THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- 36.3 CONTRACTOR WAIVES ALL CLAIMS AGAINST UTILITY FOR ANY LIABILITY OR LOSS IN CONNECTION WITH: (i) PAYMENT OF ALL FEDERAL, STATE AND LOCAL TAXES OR CONTRIBUTIONS IMPOSED OR REQUIRED UNDER UNEMPLOYMENT INSURANCE, SOCIAL SECURITY AND INCOME TAX LAWS WITH RESPECT TO CONTRACTOR'S WORK UNDER THE CONTRACT; (ii) ALL LOSSES IN CONNECTION WITH ANY CLAIMS FOR LOST WAGES, SEVERANCE PAY, PENSIONS OR OTHER BENEFITS WITH RESPECT TO CONTRACTOR'S WORK UNDER THE CONTRACT; AND (iii) ALL CLAIMS FOR LIABILITY FOR DAMAGE TO CONTRACTOR'S PERSONAL PROPERTY OR INJURY TO CONTRACTOR RESOURCES IN CONNECTION WITH THE CONTRACT.
- 36.4 The parties understand and agree that the liability of Contractor to Owner under the Agreement, at law, and/or in equity shall not be limited by the amount of insurance coverage required or made available pursuant to the provisions of Article 31 "INSURANCE BY CONTRACTOR".
- 37. RIGHTS AND LIABILITIES OF PRINCIPALS.**
All benefits, protections, indemnifications and other rights in favor of Owner under the Agreement shall also benefit, protect and indemnify the principals of Owner.
- 38. WAIVER OF MECHANIC'S LIENS.**
Owner may condition payment to Contractor upon the receipt of lien waivers and releases from Contractor and all applicable Subcontractors. Contractor, for itself and Subcontractors at any tier, shall suffer no liens to exist upon any Site or other Owner property or equipment and shall be responsible for any costs or liabilities arising from any liens. Upon Owner's request, Contractor shall obtain, without additional cost to Owner, a bond satisfactory to Owner to indemnify Owner against such liens and charges.
- 39. DISPUTE RESOLUTION; NEGOTIATION; MEDIATION; ARBITRATION.**
- 39.1 The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives with authority to settle the dispute and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any party may give the other written notice of any dispute, which notice shall include a summary of that party's position and the name and title of the executive who will be representing that party. Within twenty (20) days after delivery of the notice, unless otherwise agreed, the receiving party shall respond with a summary of that party's position and the name and title of the executive who will represent that party. Within forty-five (45) days after the initial notice, unless otherwise agreed, the Parties' executives shall meet at a mutually acceptable time and place to attempt to resolve the dispute. All reasonable requests for information, essential to a matter of import in the dispute, made by one party to the other in support of the negotiation will be honored, and all negotiations pursuant to this Article 39 shall be confidential and treated as compromise and settlement negotiations.
- 39.2 If the dispute has not been resolved by negotiation within sixty (60) days after the disputing party's notice, or if the Parties failed to meet or arrange to meet within sixty (60) days, unless otherwise agreed, the Parties shall proceed to mediation under the then current CPR Mediation Procedure, and, unless otherwise agreed, will select a mediator from the CPR Panels of Distinguished Neutrals.
- 39.3 Any dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof, that has not been resolved by a non-binding procedure as provided herein within ninety

(90) days of the initiation of such procedure, unless otherwise agreed, shall be finally resolved by arbitration in accordance with the then current CPR Non-Administered Arbitration Rules or, at Owners option, the then current CPR Administered Arbitration Rules. The Parties may mutually agree to arbitration in accordance with the then current CPR Expedited Arbitration Rules for disputes involving amounts in the aggregate under Three Million Dollars (\$3,000,000), and for disputes involving amounts in the aggregate equal to or greater than Three Million Dollars (\$3,000,000), shall be decided by three arbitrators, unless the Parties mutually agree to a decision by fewer than three arbitrators. The arbitrators shall be in accordance with the "screened" appointment procedure provided in CPR Rule 5.4, with each Party selecting one arbitrator and the third arbitrator, who will serve as the panel chair, will be selected pursuant to CPR Rule 6. Unless otherwise mutually agreed, the arbitrators shall be selected from the CPR Panels of Distinguished Neutrals. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. Unless otherwise agreed to by the parties, the place of arbitration shall be at Owner's option, Hartford, Connecticut, Manchester, New Hampshire or Boston, Massachusetts.

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

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

40. ADVERTISING.

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

41. BINDING EFFECT; ASSIGNMENT.

The Agreement shall be binding upon the parties and their respective successors and permitted assigns. Owner may assign this Agreement to any Affiliate of Owner. Contractor is not authorized to and shall not directly or indirectly (through an equity sale, merger or other transaction) sell, assign or otherwise transfer the Agreement, in whole or in part, or any of the Work to be performed hereunder, without the prior written consent of Owner, which may be granted or withheld in Owner's sole discretion. Without waiving any rights and remedies Owner may have against Contractor, upon discovering that Contractor has purported to sell, assign or otherwise transfer, in whole or in part, the Agreement or any of the Work to be performed, without the Owner's prior written consent, Owner may, at its sole option and in its sole discretion, deem such action to be binding and enforceable against such assignee, successor, or transferee, or may deem such action to be null,

void, and of no force or effect.

42. WAIVERS.

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

43. APPLICABLE LAW.

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

44. NOTICES; DEMANDS.

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

45. RIGHT TO AUDIT.

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

46. DOCUMENT RETENTION.

Except as set forth in Section 6.5 "INFORMATION", Article 34 "CONFIDENTIAL INFORMATION" and below in this Article 46, all Information shall remain the exclusive property of Owner, regardless of where it is stored. Contractor shall preserve Owner's Information in its care, custody or control for a period of six (6) years following Final Acceptance of the Work or return such Information to Owner in a form acceptable to Owner. Contractor shall not destroy any such Owner Information prior to the expiration of such six (6) year period absent Owner's prior written consent. Owner reserves the right to access such Owner Information at any time while such Information is in Contractor's possession and such Information shall be provided to Owner on a timely basis whenever requested, regardless of whether such requests are for audits, regulatory or legal proceedings such as lawsuits or arbitrations. Any Owner Information in Contractor's possession shall be disclosed to third parties only as necessary to comply with applicable laws and government orders or requests so long as Owner receives advance written notice of such disclosure and an opportunity to contest such requests. Contractor agrees to access Information in its possession only for the purposes of performing the Work and to operate or maintain its information systems and will take appropriate and Owner approved measures and precautions to protect against unauthorized access or disclosure. Contractor agrees for itself, and on behalf of any Subcontractor, to (a) access Owner Information in its, or in any Subcontractor's, possession only for the purpose of performing the Work on a Project, and (b) operate, maintain and/or take appropriate and Owner-approved measures and precautions to protect its information systems against unauthorized access or disclosure of Owner Information. Contractor shall be responsible for ensuring that Owner Information is protected from damage and/or loss while in the care, custody or control of Contractor and/or any Subcontractor, including making backups of Information and using disaster recovery best practices for any computer systems used to store Information. Owner reserves the right to audit Contractor to ensure such Information is managed in accordance with this Article 46. The foregoing obligations and

restrictions regarding disclosure of Information in this Article 46 shall not apply to Contractor's Confidential Information, which shall be governed by Article 34 "CONFIDENTIAL INFORMATION" The provisions of this Article shall survive the termination of the Agreement and shall bind the parties and their successors and assigns.

47. SUPPLIER DIVERSITY AND SUBCONTRACTING PLAN

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

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

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

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

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

48. PRIORITY OF DOCUMENTS.

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

49. SEVERABILITY.

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

50. FINANCIALS.

Upon written request by Owner, Contractor shall furnish the Owner, the Contractor's financial

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

51. PERFORMANCE ASSURANCE AND/OR LIQUIDATED DAMAGES

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

52. NO GIFTS OR INDUCEMENTS.

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

53. MOONLIGHTING RESTRICTION.

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

54. CONFLICTS OF INTEREST.

- 54.1 Contractor shall disclose to Owner any potential conflict of interest between the Contractor and Owner and receive written permission from Owner prior to entering into any business transactions. Examples may include: 1) Contractor who has business or non-business relationships with Owner employees who can make decisions impacting Contractor's business; 2) Owner employees or their family members who have an ownership interest in Contractor's business; or (3) Contractor employees or their family members who serve as an officer, director, employee, agent or consultant of Owner or any Owner Affiliate. This policy also applies to any Subcontractor of Contractor who performs Work.
- 54.2 Contractor shall disclose to Customer any potential conflict of interest between the Contractor and Subcontractor that the Contractor recommends to perform work and receive written permission from the Customer prior to entering into any business transactions. Examples may include: 1) Contractor who has business or non-business relationships with Subcontractor employees who can make decisions impacting Subcontractor's business, or 2) Contractor's employees or their family members who have an ownership interest in Subcontractor's business; or (3) Contractor employees or their family members who serve as an officer, director, employee, agent or consultant of Subcontractor, or affiliated company of Subcontractor.

55. RESERVED.**56. RESERVED.****57. INTERPRETATION AND CAPTIONS.**

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

58. SURVIVAL.

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

59. COMPLETE AGREEMENT.

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

ENERGY EFFICIENCY WORK COVER AGREEMENT ADDENDUM FOR COVID-19

This ENERGY EFFICIENCY WORK ADDENDUM FOR COVID-19 (“Addendum”) dated effective as of January 26, 2021 is hereby incorporated into and attached to the General Terms and Conditions for Conservation and Load Management Services (“GTCs”) that are part of the Agreement between Eversource Energy Service Company, for itself and as agent for those Affiliates doing business as Eversource Energy (i.e., NSTAR Electric Company, NSTAR Gas Company, The Connecticut Light and Power Company, Yankee Gas Services Company, and Public Service Company of New Hampshire, each an “Owner” or “Eversource”) and Rise Engineering, Inc. (“Contractor”), for the Market Rate Residential Existing Buildings (RCD).

The Parties acknowledge that the Services provided by Contractor’s Resources are at Customer Sites and agree that due to conditions related to the pandemic of coronavirus disease 2019 (“COVID-19”), additional precautions and measures are necessary and that Contractor is required to comply with and take the additional precautions and measures set forth and referenced in this Addendum when performing Services, in addition to complying with all applicable federal, state and local laws, regulations and executive orders, and to mitigate the safety and health risks associated with providing Customer requested Services at Customer Sites.

Accordingly, Contractor agrees to comply with the additional requirements set forth in this Addendum for the period designated by Eversource, in Eversource’s sole and absolute discretion, within the duration of the Agreement term.

- 1. Definitions.** Except as otherwise set forth in this Addendum, all capitalized terms used in this Addendum shall have the meanings given to them in the other documents forming a part of the Agreement, including in Article 1: Definitions of the General Terms and Conditions.
- 2. Policies and Procedures:** For all Work to be performed at Customer Sites, Contractor shall comply and ensure that all Contractor Resources performing Services comply with all applicable requirements, procedures, guidelines and protocols provided by Eversource or its contractors to Contractor including, without limitation, those specifically relating to COVID-19 (e.g., minimum PPE and use, distancing from Customer, isolation from occupied/finished space, health and safety protocols for taking measurements and product installation, compliance monitoring). Contractor will ensure that Contractor Resources will comply with all of such requirements, as the same may be updated from time to time by Eversource and provided to Contractor. See <https://eheinc.com/our-insights/resource/covid-19-health-safety-guidance-and-supporting-materials-for-energy-efficiency-vendors/>
- 3. Training:** Contractor shall ensure that all Contractor Resources performing any Services at Customer Sites have taken and successfully completed training and certifications required by Eversource prior to Contractor assigning any such Contractor Resources to perform any Services at any Customer Sites.
- 4. Personal Protective Equipment (PPE):** Contractor shall ensure that Contractor Resources follow safety rules and regulations applicable to the PPE use, and comply with all Eversource and Contractor policies and procedures. Contractor shall provide Contractor Resources with appropriate PPE as required and Contractor shall have the sole responsibility to see that Contractor Resources are (1) informed on and properly trained as to PPE use and (2) that safety practices and PPE use is correctly followed.

5. **Compliance:** Contractor shall, and shall ensure that Contractor Resources strictly observe and fully comply with all applicable federal, state, and local laws, rules, regulations, executive orders and OSHA requirements applicable to Contractor's Services, the Work and/or the Site, including, without limitation, any of the federal, state, and local laws, rules, regulations and executive orders specifically related to COVID-19, soliciting or communicating with Customers regarding Services and performing any Services at Customer Sites. In no event shall any Services be performed at any Site while there are any governmental or regulatory restrictions or prohibitions on performing any such Services at that Site.
6. **Suspension or Termination:** Contractor acknowledges and agrees that Eversource's immediate suspension and termination rights under Section 25.7 of the GTCs extend to any noncompliance by Contractor or Contractor's Resources of Contractor obligations under this Addendum, as determined by Eversource, in its sole discretion.
7. **Contractor Indemnity and Liability Obligations:** CONTRACTOR ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT THERE ARE ADDITIONAL RISKS IN PROVIDING SERVICES TO CUSTOMERS RELATED TO COVID-19. IN PROVIDING ANY SERVICES TO ANY CUSTOMER, CONTRACTOR ASSUMES ALL ASSOCIATED RISKS, INCLUDING, WITHOUT LIMITATION, THE RISKS ASSOCIATED WITH COVID-19. CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR IS VOLUNTARILY AGREEING TO PROVIDE SERVICES TO CUSTOMERS WITH KNOWLEDGE OF THE DANGER AND RISKS INVOLVED. ACCORDINGLY, AND IN CONSIDERATION FOR THE OPPORTUNITY TO PROVIDE CUSTOMERS WITH SERVICES UNDER THE AGREEMENT, AS MODIFIED BY THIS ADDENDUM, CONTRACTOR HEREBY AGREES TO RELEASE EVERSOURCE FROM ANY COVID-19 RELATED CLAIMS AND ACCEPT AND ASSUME ANY AND ALL RISKS OF RELATED OR RESULTING ILLNESS, INJURY, DEATH OR PROPERTY DAMAGE. In addition, and as additional consideration, Contractor agrees that all of the indemnity and liability obligations under the General Terms and Conditions Articles 32 and 36 shall extend to any Customer and third party COVID-19 related claims arising from or related to the Work or Contractor and Contractor's Resources acts or omissions.
8. **Conflicts:** Notwithstanding anything to the contrary contained in the Agreement, in the event of conflict between the terms contained in this Addendum and the terms contained in the Agreement, the order of priority shall be: the terms (1) appearing on the face of Eversource's Purchase Order; (2) in this Addendum; (3) in the General Terms and Conditions; (4) in any remaining Agreement documents referred to on Eversource's Purchase Order and signed and accepted by the Eversource.
9. **Effect:** Except as expressly modified by this Addendum, all other terms and conditions of the Agreement, including without limitation the General Terms and Conditions, shall remain unchanged and apply in full force and effect.

Scope of Work (SOW) for Residential Coordinated Delivery

1. PROGRAM OVERVIEW

A. PROGRAM OBJECTIVE

The overall objective of the Residential Coordinated Delivery (RCD) Initiative is providing Home Energy Assessments (HEAs) and comprehensive information to customers that will result in the installation of energy efficiency measures in customer homes. The Program uses a fuel blind approach, meaning that all end uses are examined regardless of the heating fuel used.

B. RCD DESCRIPTION

Eversource Gas of Massachusetts' (EGMA's) RCD Initiative is consistent with the RCD Initiative offered by each Massachusetts' Program Administrators (PAs), in compliance with the gas and electric Three Year Energy Efficiency Plan for 2019-2021, as approved by the Department of Public Utilities.

The primary services provided by the CONSULTANT are:

- Staffing and maintenance of a call center to handle incoming calls from EGMA customers seeking information on the RCD Initiative and other EGMA services and initiatives;
- Performance of in-home and virtual energy assessments of 1-4 family buildings upon customer request, either directly by the CONSULTANT's own staff or through arrangements with approved Home Performance Contractors (HPCs);
- Performance of in-home and virtual energy assessments to 5 – 10 unit properties and 11+ unit townhome facilities that have individual residentially metered mechanical equipment (heating, domestic hot water and cooling systems) for the dwelling units, shall be served directly by the CONSULTANT's own staff.
 - HPCs working under participation agreements with CONSULTANT shall remain limited to serving only those eligible customers residing in 1 - 4 unit properties. EGMA and CONSULTANT will work together to define HPC qualifications and program related protocols to be implemented when instructed by EGMA in writing to potentially allow HPCs to serve 5 – 10 unit properties and 11+ unit townhome facilities.
- Installation of low-cost "immediate savings measures" (ISMs) at the time of the home energy assessment; or facilitating fulfillment of ISMs through EGMA's designated fulfillment vendor (currently The Energy Federation).
- Arrangements for the installation of recommended weatherization and other Program improvements upon customer request, including in-progress and final inspections of work performed by Independent Insulation Contractors (IICs) and HPCs; and,
- Arrangements for financing and other special initiatives that are made available from time to time by EGMA.

C. TARGET MARKET

The target market for the Initiative includes 1 - 10 family buildings and 11+ townhome style facilities that have individual residentially metered mechanical equipment (heating, domestic hot water and cooling

systems) for the dwelling units occupied by EGMA customers. All other customers who reside in other types of buildings (i.e., garden apartments, high rise buildings, etc.) are not included in this SOW. The target market does not include buildings occupied by EGMA customers who receive the low-income gas rate; those customers are served by another lead vendor.

D. RCD IMPLEMENTATION STRATEGY

The Initiative delivers comprehensive services and significant financial incentives to eligible residential customers who seek to make cost-effective energy improvements to their homes. The Initiative is designed to reduce and/or eliminate the market barriers that may otherwise limit the adoption of efficiency technologies by this customer segment. These barriers include the initial cost of efficiency improvements, the time inconvenienced in identifying a credible contracting resource, and the difficulties in sorting out competing and contradictory claims of energy savings made by product manufacturers and installation contractors.

Implementation Strategy by building type:

1. 1 – 4 unit facilities: Extend all Initiative services to eligible customers residing in 1 – 4 unit properties as described in this SOW
2. 5 to 10 unit properties: Extend all Initiative services to eligible customers residing in 5 – 10 unit properties as described in this SOW except as noted below
 - a. Eligible customers may be served individually and independently but it is expected that the CONSULTANT will attempt to enroll all eligible customers in the building with the goal of completing comprehensive program eligible energy efficiency improvements for the entire property.
 - b. For Non-Weatherization Common Area measures (commercially or residentially metered) except for Immediate Savings Measures (ISMs) such as energy efficient bulbs/lamps, low flow showerheads and faucet aerators, power strips, t-stats, etc.; the services shall be provided as outlined in Attachment A.
 - c. Sampling: While each individually metered customer is eligible for a Home Energy Assessment (HEA) or Special Home Visit (SHV), in some instances not all units in a facility may require direct access to determine energy efficiency opportunities. For any dwelling unit that does not receive an HEA or SHV, if a program eligible measure is directly installed (e.g. bulbs, showerheads, smart strips, thermostats, etc.), CONSULTANT shall bill for such measures as per the unit pricing schedule.
3. 11+ unit townhome facilities: Provide services to eligible customers in 11+ unit townhome style facilities that have individual residentially metered mechanical equipment (heating, domestic hot water and cooling systems) for the dwelling units.
 - a. Eligible customers may be served individually and independently but it is expected that the CONSULTANT will attempt to enroll all eligible customers in the building with the goal of completing comprehensive program eligible energy efficiency improvements for the entire property.
 - b. For Non-Weatherization Common Area measures (commercially or residentially metered) except for Immediate Savings Measures (ISMs) such as energy efficient bulbs/lamps, low flow showerheads and faucet aerators, power strips, t-stats, etc.; the services shall be provided as outlined in Attachment A.
 - c. Sampling: A Sampling approach must be utilized where there is a Central Decision Maker

that would authorize the installation of program eligible measures. For any unit that does not receive an HEA or SHV, if a program eligible measure is directly installed (e.g. in unit bulbs, showerheads, smart strips, thermostats, etc.), CONSULTANT shall bill for such measures as per the unit pricing schedule.

- d. For facilities where each individual unit owner (e.g. condo owner) has full and sole authority to implement program eligible weatherization work, CONSULTANT may conduct a Home Energy Assessment (HEA) or Special Home Visit (SHV) beyond the sampling limitations noted in D.3.c.

E. SCOPE OF WORK

1. EGMA RESPONSIBILITIES

EGMA is responsible for:

Providing customer information to the CONSULTANT to assist with marketing efforts: including names, addresses, account numbers, telephone numbers, email addresses, annual consumption, rate codes, and referrals from other Programs.

Ongoing Initiative development and refinement, in conjunction with other PAs and stakeholders.

Monitoring and oversight of CONSULTANT performance, including:

- a. Reviewing and approving any change orders or modifications to Initiative implementation procedures;
- b. Reviewing and approving all forms, Initiative materials, procedures, protocols and software proposed for use by the CONSULTANT in implementing the Initiative;
- c. Reviewing all management reports from the CONSULTANT;
- d. Reviewing the quality and conduct of work performed, including conducting random site inspections through a third-party quality control vendor and EGMA Internal Auditor;
- e. Monitoring and tracking the resolution of customer complaints or inquiries;
- f. Verifying, approving and processing CONSULTANT invoices in a timely manner.
 Providing a principal EGMA point of contact(s).

2. CONSULTANT RESPONSIBILITIES

The CONSULTANT is responsible for recruiting, managing and training its own field staff, as well as the HPC, IIC, & Facilitated Services (FSC) subcontractors. The CONSULTANT must ensure that all subcontractors adhere to Initiative requirements and Owner's applicable terms and conditions. The CONSULTANT provides in field training, QA/QC and technical review to ensure consistent Initiative delivery and that accurate information is provided to the customer. The CONSULTANT will procure all equipment and materials necessary for Initiative implementation for CONSULTANT responsibilities.

The CONSULTANT must receive and answer phone calls from customers who are requesting a home energy assessment. The CONSULTANT will screen the customers for Initiative eligibility. Additionally, the CONSULTANT will respond to customers who submit a request for an assessment to an email address maintained by EGMA and designated for such inquiries.

The CONSULTANT is responsible for scheduling and coordinating home energy assessments, as well as coordinating and assigning the installation of measures by the IICs. The CONSULTANT will track the schedules for all subcontractors. The CONSULTANT will provide HPC & IIC schedules in a timely manner to the QA/QC vendor(s) and the EGMA Internal Auditor so that QA/QC assessments

may be conducted.

The CONSULTANT will coordinate regular meetings with EGMA's participating IICs and HPCs to notify them of any Initiative changes and provide a forum for discussion of the Initiative. If the CONSULTANT also provides services for another PA, RCD meetings may be held jointly.

Additional CONSULTANT responsibilities include drafting, developing and producing forms and other printed materials necessary for implementation of the Initiative. All forms must be submitted to EGMA for approval and finalized prior to use by CONSULTANT.

RCD SPECIFIC TASKS

a. CUSTOMER SERVICE

The CONSULTANT will establish and provide appropriate staffing for a call center and field office located within EGMA's territory. The call center will be staffed by live personnel dedicated to EGMA activities only from 8 am to 5 pm on all normal business days, with supplemental evening and weekend hours as call volume warrants.

CONSULTANT staff will be available to handle incoming calls from a toll free telephone line established and paid for by EGMA. The CONSULTANT's VoIP (Voice over Internet Protocol) telephone system will afford it substantial capability to effectively receive, transfer, and make outgoing calls. CONSULTANT staff will be able to send overflow calls to supplemental staff located in a different RISE office if conditions warrant; calls to the office can be routed immediately to staff who may be in the field; or CONSULTANT staff may take a phone unit home with them to accept calls during non-regular business hours to ensure more complete coverage.

During the initial incoming phone call, the CONSULTANT will screen the customer for eligibility; determine the type of service that is appropriate, and as needed, schedule an appointment for a specific time and date. Accommodations will be made regularly for customers whose own schedules require appointments off-hours.

The CONSULTANT shall maintain the capacity to utilize VPN connections to access the office-based scheduling system to arrange for scheduling of Energy Assessment requests from remote-based locations and events.

The CONSULTANT shall provide adequate staffing to ensure that all requests for services, complaints or inquiry received during normal business hours will be responded to by the end of that same business day, or within 24 hours of receipt. Calls received after normal business hours will be returned by 10 am the next business day.

CONSULTANT staff shall be fully trained and conversant in all EGMA initiatives available for residential sector customers, including services for income-eligible customers, customers who occupy units in multifamily sites, and other rebates and incentives offered by EGMA.

Using the resources of both in-house staff and Home Performance Contractors (HPCs), the CONSULTANT will seek to complete each Assessment within fifteen (15) business days of each request for service, subject to customer availability. As part of its regular monthly reporting to EGMA (or more frequently as circumstances warrant), the CONSULTANT will provide backlog management data to EGMA, which shall include an aging of unscheduled requests for Energy Assessments; data on the number of scheduled requests by HPC and CONSULTANT staff; and projections of the expected "time-to-serve" based on available resources. The CONSULTANT Initiative Manager will work in concert with the EGMA

Initiative Manager to develop plans and strategies to be pursued in the event that the projected "time-to-serve" is expected to exceed the 15 business day standard for any extended period of time.

The CONSULTANT EPlus integrated program software tool will be used by the Energy Specialist to enter all required data in order to produce a site-specific "Energy Action Plan" that is presented and reviewed with the customer prior to the conclusion of the site visit. In addition, EPlus also allows the Energy Specialist to compile and present a contract proposal for recommended improvements directly out of the software while still on site. EPlus runs on tablets/laptops with portable printers that each member of the residential staff carries with them to each site visit. The CONSULTANT will provide the customer with an Assessment report, emailed or printed at customer request, upon completion of the Assessment and before departing the home.

The CONSULTANT will implement a process for pursuing those customers who do not install the measures recommended by the Assessment. Each CONSULTANT Energy Specialist is responsible for follow up after the assessment with eligible customers who have opportunities under the Initiative to invest in efficiency improvements. Follow up includes a telephone call to determine the customer's intended course of action; an email or letter; and a survey regarding their audit experience.

b. MANAGEMENT OF IICs AND HPCs

Primary responsibility for establishing criteria for approving firms as qualified IICs and HPCs rests with the CONSULTANT; the criteria are subject to EGMA approval. The CONSULTANT will create and process the applications and collect the documentation that will be required of each firm that seeks HPC and/or IIC status from EGMA.

The CONSULTANT will assign weatherization installation work orders to qualified IICs using an equitable and transparent merit-based allocation system and evaluation criteria, as outlined in Attachment B. The CONSULTANT will provide EGMA with a copy of CONSULTANT policies regarding any disciplinary action for non-complying contractors. The CONSULTANTs will base their evaluation of IICs on a minimum fifty percent QA/QC rate or other rate as directed by EGMA.

The CONSULTANT will ensure that HPCs and IICs adhere to Safe Work Practices, including working in accordance with all Local, State and Federal codes. EGMA has a zero tolerance policy for unsafe or unethical work practices. The CONSULTANT will inform EGMA when the CONSULTANT has reason to believe or has received a customer complaint indicating that an HPC or IIC may have used unsafe or unethical practices. The CONSULTANT will inform EGMA of the outcome of the CONSULTANT's review of the HPC's or IIC's practices.

The CONSULTANT will ensure that HPCs and IICs use technically sound installation practices conforming to the Building Performance Institute (BPI) approach or standard industry practices and Initiative standards. In addition, the CONSULTANT will ensure that HPCs and IICs perform installations consistent with energy efficient upgrades offered or recommended at the time of Assessment.

The CONSULTANT is responsible for overseeing and ensuring the quality and integrity of data submitted by participating IICs relating to weatherization installation, including timeliness, accuracy and comprehensiveness of data

The CONSULTANT must record and maintain records containing all pertinent information related to the work performed and measures installed in customer homes, including frequency and nature of customer complaints, any necessary remediation, or repairs resulting from failed

quality assurance/quality control activities.

The CONSULTANT will provide HPCs with the EPlus tool for tracking and processing activity and invoicing for participating customers and will train in its use. Receipt of such data in acceptable format is a precondition for payment of any HEA fees. Similarly, receipt of data on installed measures, along with documentation of acceptance by the customer is a precondition of payment of any incentives that would be due to the customer or its designee.

The CONSULTANT is responsible for timely payments to subcontracting IICs and HPCs for qualified and completed installations. The CONSULTANT must keep records of the payments to IICs and HPCs and will provide them to EGMA if requested. Payments to IICs and HPCs will be made on terms of 2% 10, net 30 from the date of receipt of all required documentation for completed projects. CONSULTANT payment under RCD terms is not subject to receipt of payment from EGMA by the CONSULTANT.

c. REBATE PROCESSING AND FULFILLMENT

From time to time, usually as a result of a special program, the CONSULTANT may be asked to process incentive checks. Subject to expected volume, the CONSULTANT shall establish and maintain a separate checking account that will allow the EGMA Initiative brand identity to be listed on each payment check issued.

The CONSULTANT shall issue payment within 10 business days of receipt of all required documentation from the participating customer. Payment will be made from the EGMA branded account and will be accompanied by an EGMA-pre-approved letter from the EGMA Initiative Manager congratulating the participant on their participation in the Initiative.

d. HEAT LOAN ADMINISTRATION

The CONSULTANT will designate a "HEAT Loan Administrator" ("HLA") at the CONSULTANT to handle all inquiries and processing of HEAT Loan applications for EGMA customers.

The CONSULTANT will provide training to all call center and field staff regarding HEAT Loan applications, processing, and eligibility requirements. Such training will be updated as warranted by program changes and enhancements.

The CONSULTANT will assist the PAs in developing and producing HEAT Loan forms and collateral materials. The CONSULTANT shall provide all such forms, Lender Lists, and documents as may be required to comply with the requirements of the program as established by the Massachusetts PAs. The CONSULTANT shall update such forms from time to time as required and shall update Lender lists as new Lenders join the program.

The CONSULTANT will inform each customer receiving a home energy assessment that the HEAT Loan Program exists and will provide the customer with information on how to apply. An application for the HEAT Loan will be included in each audit packet presented to the customer.

Field staff shall review the availability of HEAT Loans with all eligible customers and shall assist customer as required in directing them through the appropriate steps.

Heat Loan applications received by the CONSULTANT shall be reviewed by the HLA. Upon confirmation that the application is complete, and the improvements are eligible for financing, the CONSULTANT shall issue a HEA Loan Authorization Form that the customer may take to a participating Lender to apply for a HEAT Loan.

The CONSULTANT will follow-up with customers who indicate on their contract that they will be applying for the HEAT Loan and assist customers in the resolution of any issues relating to the HEAT Loan Program. The CONSULTANT will review contractor proposals and required supporting documentation to verify Program eligibility, including any follow up, if documentation or information on the application is incomplete or requires clarification.

Upon receipt of notification that energy efficiency installation is complete, the CONSULTANT shall perform a post-installation inspection to verify that the work was performed as specified. If the installation passes the inspection, the HLA shall issue the required documentation to the customer to allow the customer to receive its disbursement from the Lender; and will process Certificates of Completion when projects are completed.

Using the EPlus tracking system, the CONSULTANT shall track the progress of each HEAT Loan application to final approval. All requested reports will be generated through EPlus and provided to EGMA. Data on all approved loans will be transmitted to the Statewide Interest Subsidy Payment Agent using procedures and file formats already in place with the CONSULTANT for other MA PA RCD Programs.

The CONSULTANT will provide monthly reporting to PAs and additional ad hoc reporting as requested. The CONSULTANT will invoice EGMA monthly for HEAT Loan services.

e. FACILITATED BARRIER EVALUATION SERVICES

CONSULTANT to provide offers for Facilitated Barrier Evaluation Services to EGMA customers when performing HEAs. The offer will be made when the following barriers to installing weatherization measures are identified:

- i. Knob and tube wiring present
- ii. Combustion safety failure of appliances
- iii. IC rated light evaluation

The offer consists of a service where a participating Facilitated Services Contractor (FSC) performs a site visit and evaluates the identified barrier. The FSC will be assigned through an allocation process to those customers accepting the offer. Upon completion of the evaluation, the FSC will invoice CONSULTANT for the completed service and Consultant will provide payment at program pricing for approved payment requests.

CONSULTANT shall perform the following:

- i. PROVIDE OFFERS: When barriers are identified at HEA services CONSULTANT will offer the customer the option for pre-weatherization facilitated barrier evaluations.
- ii. ASSIGNMENTS TO FSC: CONSULTANT will assign accepting customer projects to an FSC through an assignment system approved by EGMA. FSC will in turn complete evaluation of barriers to weatherization measures.
- iii. CONTRACTOR MANAGEMENT: CONSULTANT shall provide FCS recruitment as needed to meet program demand and oversight and management of FSC participation, customer services, and timeliness.
- iv. PAYMENTS: FSC will submit documentation of completed services through appropriate Workflow Management System. Requests for payments to FSC will be reviewed and approved for services and measures completed based on payment terms in CONSULTANT’s Contractor Participation Agreements.
- v. REPORTING: Regular reporting on customer participation, counts of completed

barrier evaluations, outcomes of the evaluations, costs, customer service, time to serve, etc. will be completed via EGMA invoicing and ad hoc reporting activities.

f. QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC)

The CONSULTANT will have procedures for Quality Assurance/Quality Control (QA/QC) of all home energy assessments and facilitated service evaluations, performed by both the CONSULTANT and subcontractors. EGMA requires the CONSULTANT to perform in field QA/QC for approximately fifty percent (50%) of weatherization projects or other rate as directed by EGMA.

The CONSULTANT shall submit its recordkeeping policies and procedures (both paper and electronic) and explain how it will review and inspect completed work. The CONSULTANT shall submit a monthly report containing a description of the QC activities.

The statewide Third Party QA/QC Vendor will perform additional quality assurance inspections of Initiative services and installations using BPI and EGMA requirements. These inspections will include both in-field/in-process, post-assessment and post-installation evaluations. The CONSULTANT will ensure that issues identified by the QA/QC vendor are resolved and the actions taken are reported to EGMA on a timely basis.

EGMA's Internal Auditor may perform or attend QA/QC visits. As requested by the Internal Auditor, the CONSULTANT must provide scheduling information for both home energy assessments and weatherization work.

The CONSULTANT is responsible for quality control of energy assessments conducted by in-house CONSULTANT personnel. Direct, personal involvement of senior CONSULTANT managers in the daily delivery of services will be provided. This includes frequent visits to sites during all stages of the process, from initial assessment to final follow up visits. This hands-on management helps identify potential problems before they can build and leads to a process of continuous evaluation and improvement. It will also facilitate interaction and reporting with EGMA Initiative manager,

The CONSULTANT will send a customer satisfaction survey to each single family program participant. This will afford the customer the opportunity to provide feedback (anonymously if so desired) and to identify any matter which deserves further attention. The survey is also available for completion on-line if an email is provided.

As described elsewhere in this SOW (see "Management of IICs and HPCS"), quality control over the work of IICs and HPCS will primarily take the form of completion of a project scoring system for each inspected project. The results of these scores are tabulated and stored, and can be reported in appropriate format no less frequently than monthly.

The CONSULTANT will utilize procedures and practices that it already has in place with the Third Party QA/QC vendor for use in other RCD initiatives. This includes exchange of schedule information concerning energy assessments and project installation start dates. The CONSULTANT Program Manager shall be the recipient of all return information back from the Third Party QA/QC vendor to assure senior management attention to any findings that require follow up and/or corrective action.

The same weekly transfer process that is used with the Third Party Vendor will also be used to communicate upcoming schedules to the EGMA Internal Auditor. In addition, the CONSULTANT will explore avenues for providing direct, read-only access to the SharePoint CONSULTANT portal so that EGMA staff can view schedules in real-time.

g. TRACK, ANALYZE, AND REPORT PROGRAM DATA

The CONSULTANT shall utilize EGMA's computerized tracking system to report on a measure-by-measure basis at each location where work is performed and must meet all regulatory and PA-specific reporting requirements. In addition, the CONSULTANT may also use its own a data tracking system.

The CONSULTANT will collect all data necessary for continuing Initiative management, monitoring, and evaluation, including information provided by the IICs and HPCs.

The CONSULTANT will provide monthly reporting on CONSULTANT activities, including Home Energy Assessments installations and saved therms in a format to be determined by EGMA, by the first working day of the following month or as directed by EGMA. The CONSULTANT will provide additional regulatory reporting as needed.

The CONSULTANT will use its energy analysis and data management system, "EPlus" software to collect, store, and retrieve data from intake to assessment to project completion. As necessary or convenient for both parties, the CONSULTANT may make some functions of EPlus available to EGMA for ad hoc inquiries and/or accessing reports.

h. CHANGE ORDERS

All changes mutually agreed upon in Scope, Schedule, or Price shall be achieved through the change management process and may affect the overall cost and timeline associated with this SOW. All changes shall be incorporated via an Amendment to this SOW.

ATTACHMENT A

For all identified ECMs that are not ISMs in 5-10 unit buildings and 11+ townhome facilities, the CONSULTANT will refer to and use the following documents:

1. The most recent version of the Massachusetts Statewide Screening Tool (excel workbook updated periodically by the MA PAs). The Screening Tool confirms cost effectiveness for custom measures.
2. Proposed custom measure upgrade must be submitted to EGMA for review, and if confirmed cost effective, EGMA will provide an incentive to be used for the customer contract.

ATTACHMENT B**Independent Installation Contractor Merit Based Allocation System and Evaluation Criteria**

Contractors are allocated work according to a merit based allocation system. Contractors whom perform well are awarded more work than those performing poorly. Jobs are evaluated and scored based upon the established criteria outlined below. 50+% of all work will require an inspection, and all inspected jobs will be scored.

Objectives are as follows:

- All fully participating contractors are kept as fully scheduled as their capacity to perform work allows; and
- All other contractors are tracked closely to help them improve their performance and become fully participating contractors.

All scores will be totaled into a rolling average for each contractor. Rolling Average Score values defined as:

90 - 100 Full participant status:

- Work will be assigned on a rotating basis as available, based on Contractor's capacity.

80 - 89 Conditional participant status:

- Work assignments will be reduced to a backlog level of no more than two assigned jobs. This will remain the case until the Rolling Average Score exceeds 89. All jobs will be inspected.

60 - 79 Probationary status:

- Work assignments will be suspended unless and until a Rolling Average Score of at least 80 is attained through inspection and scoring of work contracted directly by the contractor.

Below 60 Suspended:

- A Rolling Average Score below 60 reflects consistently poor quality work and will result in suspension from the IIC list and from all participation in Home Energy Services Program.

CONSULTANT will calculate a Rolling Average for each contractor at the end of each month. That average will look at a 3-month date range, that is, the average of the previous 3-month's scores.

There will be some contractors who will fall from the "Fully Participating" rolling average score category to the "Conditional" category. For those firms, we will do an increased volume of inspections. Also, they must have no more than two jobs per crew on the schedule looking forward at any time. The contractor's will remain scheduled in this way until such time as their rolling average score improves to be back in the Fully Participating category.

There will be rare contractors who fall into "Probationary" rolling average score status. No work will be assigned to those firms. However, they can inform the CONSULTANT of work they have contracted on their own within the program. The Lead Vendor will inspect and score 100% of those jobs. If the contractor's performance improves to the point that they achieve a rolling average score equivalent to the "Conditional" category, work will then be assigned to them from the program. However, they must have no more than two jobs on the schedule looking forward and those jobs must be inspected and all of them scored. They will be scheduled in this manner until such time as Lead Vendor is confident that they can be accepted as "Conditional" contractors and then inspected as necessary.

Any contractor that falls to the Suspended category will be identified to EGMA and will be sent a formal notice of disqualification from further participation in the program.

CONSULTANT will review the Evaluation Scoring Criteria semi-annually with EGMA and will make revisions as deemed necessary as directed by EGMA.

ATTACHMENT C

Pricing

Service	Unit	Price	Details
Call Center Services (Monthly program administration)	Monthly		See Note 1
Contractor Management Fee	Per LV project		See Note 2
HPC Management Fee	Per HPC project		See Note 3
HEAT Loan Administration	Per application		Per HEAT Loan application processed
Base Assessment (RISE)	Per Assessment		
Special Home Visit (Rise)	Per Visit		
Base Assessment (HPC)	Per Assessment		
HPC Conversion Performance Bonus	Per Wx Job		See Note 4
HPC Retest return fee	Per Job		
Blower Door & Combustion Safety Tests	Per Job		
Combustion Safety Test only	Per Job		
Blower Door Test only	Per Job		
PPE audit/inspection w coveralls	Per Visit		
PPE audit/inspection	Per Visit		
PPE Weatherization	Per Job		
Quality Assurance/ Quality Control Visit	Per Visit		See Note 5.
Facilitated Services Fee	Per Completed Evaluation		See Note 6.
Project Management Fee for Custom Measures	Per Therm		See Note 7.
Marketing Support	Per Hour		
Personnel Cost for Ad Hoc Support	Unit	Price	Details
Principal	Per Hour		Except in rare special circumstances where the scope of a requested service falls well outside the SOW parameters. All Ad Hoc Support to be pre approved by EGMA on a case by case basis.
Consultant (programming)	Per Hour		
Senior Professional	Per Hour		
Staff Professional	Per Hour		
Professional (auditor/inspector)	Per Hour		
Office Support	Per Hour		

Notes

1. To include all indirect costs of Program Administration, including all EGMA call center intake, data tracking and reporting, and program support.
2. To be billable when customers contract through the Lead Vendor for major measure installations. We are proposing a variable fee structure since many elements of this aspect of program delivery are volume based. This fee does not apply to work performed by HPCs or installations performed directly under contract to customers by IICs. When this fee is charged for a project, there will be no Rebate Processing Fee and no QA/QC fees.
3. To be billable when customers contract through the HPC for major measure installations. We are proposing a variable fee structure since many elements of this aspect of program delivery are volume based. When this fee is charged for a project, there will be no Rebate Processing Fee and no QA/QC fees.
4. To be billed by HPC on weatherization invoice.
5. To be billable for QA/QC site visits for installations contracted by the customer directly with an HPC or an IIC.
6. This fee is payable to the CONSULTANT. The CONSULTANT shall also bill EGMA as a pass through cost the fee paid to the Facilitated Services Contractor. This fee is currently a fixed fee of \$250 per evaluation but may be changed as determined by EGMA and verified via email to the CONSULTANT.
7. Charge based on therm savings for custom projects for 5 - 10 unit buildings or 11+ townhome facilities. Therm Savings calculated via the Statewide Screening Tool

DESCRIPTION	Unit	2021
ATTIC FLAT		
ATTIC FLAT - 3" OPEN R-10 CELLULOSE	sqft	
ATTIC FLAT - 4" OPEN R-14 CELLULOSE	sqft	
ATTIC FLAT - 5" OPEN R-19 CELLULOSE	sqft	
ATTIC FLAT - 6" OPEN R-22 CELLULOSE	sqft	
ATTIC FLAT - 7" OPEN R-26 CELLULOSE	sqft	
ATTIC FLAT - 8" OPEN R-30 CELLULOSE	sqft	
ATTIC FLAT - 9" OPEN R-33 CELLULOSE	sqft	
ATTIC FLAT - 10" OPEN R-37 CELLULOSE	sqft	
ATTIC FLAT - 11" OPEN R-40 CELLULOSE	sqft	
ATTIC FLAT - 12" OPEN R-42 CELLULOSE	sqft	
ATTIC FLAT - 13" OPEN R-45 CELLULOSE	sqft	
ATTIC FLAT - 14" OPEN R-49 CELLULOSE	sqft	
ATTIC FLAT - 15" OPEN R-49 CELLULOSE	sqft	
ATTIC FLAT - 4" FLOORED R-13 DENSE CELLULOSE	sqft	
ATTIC FLAT - 5" FLOORED R-16 DENSE CELLULOSE	sqft	
ATTIC FLAT - 6" FLOORED R-19 DENSE CELLULOSE	sqft	
ATTIC FLAT - 7" FLOORED R-22 DENSE CELLULOSE	sqft	
ATTIC FLAT - 8" FLOORED R-25 DENSE CELLULOSE	sqft	
ATTIC FLAT - 9" FLOORED R-28 DENSE CELLULOSE	sqft	
ATTIC FLAT - 10" FLOORED R-32 DENSE CELLULOSE	sqft	
ATTIC FLAT - 11" FLOORED R-35 DENSE CELLULOSE	sqft	
ATTIC FLAT - 12" FLOORED R-38 DENSE CELLULOSE	sqft	
ATTIC FLAT - 13" FLOORED R-42 DENSE CELLULOSE	sqft	
ATTIC FLAT - 14" FLOORED R-49 DENSE CELLULOSE	sqft	
ATTIC FLAT - R-13 UNFACED FIBERGLASS	sqft	
ATTIC FLAT - R-13 FACED FIBERGLASS	sqft	
ATTIC FLAT - R-19 UNFACED FIBERGLASS	sqft	
ATTIC FLAT - R-19 FACED FIBERGLASS	sqft	
ATTIC FLAT - R-30 UNFACED FIBERGLASS	sqft	
ATTIC FLAT - R-30 FACED FIBERGLASS	sqft	
ATTIC FLAT - R-38 UNFACED FIBERGLASS	sqft	
ATTIC FLAT - R-38 FACED FIBERGLASS	sqft	
ATTIC FLAT - DAMMING R-38 FIBERGLASS	sqft	
ATTIC - FLIP/SLASH EXISTING INSULATION	sqft	
ATTIC - REMOVE EXISTING INSULATION	sqft	
ATTIC SLOPE		
SLOPE - 4" DENSE R-13 CELLULOSE	sqft	
SLOPE - 5" DENSE R-16 CELLULOSE	sqft	
SLOPE - 6" DENSE R-19 CELLULOSE	sqft	
SLOPE - 7" DENSE R-22 CELLULOSE	sqft	

SLOPE - 8" DENSE R-26 CELLULOSE	sqft
SLOPE - 9" DENSE R-29 CELLULOSE	sqft
SLOPE - 10" DENSE R-32 CELLULOSE	sqft
SLOPE - 4" INT DRILL R-13 CELLULOSE	sqft
SLOPE - 5" INT DRILL R-16 CELLULOSE	sqft
SLOPE - 6" INT DRILL R-19 CELLULOSE	sqft
SLOPE - 7" INT DRILL R-22 CELLULOSE	sqft
SLOPE - 8" INT DRILL R-26 CELLULOSE	sqft
SLOPE - 9" INT DRILL R-29 CELLULOSE	sqft
SLOPE - 10" INT DRILL R-32 CELLULOSE	sqft
SLOPE - R-13 FIBERGLASS	sqft
SLOPE - R-19 FIBERGLASS	sqft
SLOPE - R-30 FIBERGLASS	sqft
SLOPE - FLIP/SLASH EXISTING INSULATION	sqft
SLOPE - REMOVE EXISTING INSULATION	sqft
KNEEWALL	
KNEEWALL - R-13 FIBERGLASS	sqft
KNEEWALL - R-19 FIBERGLASS	sqft
KNEEWALL - 2" RIGID BOARD	sqft
KNEEWALL - R-13 FIBERGLASS + 2" RIGID BOARD	sqft
KNEEWALL - 4" DENSE R-13 CELLULOSE	sqft
KNEEWALL - 5" DENSE R-16 CELLULOSE	sqft
KNEEWALL - 6" DENSE R-19 CELLULOSE	sqft
KNEEWALL - FLIP/SLASH EXISTING INSULATION	sqft
KNEEWALL - REMOVE EXISTING INSULATION	sqft
KNEEWALL FLOOR	
KNEEWALL FLOOR - 3" OPEN R-10 CELLULOSE	sqft
KNEEWALL FLOOR - 4" OPEN R-14 CELLULOSE	sqft
KNEEWALL FLOOR - 5" OPEN R-19 CELLULOSE	sqft
KNEEWALL FLOOR - 6" OPEN R-22 CELLULOSE	sqft
KNEEWALL FLOOR - 7" OPEN R-26 CELLULOSE	sqft
KNEEWALL FLOOR - 8" OPEN R-30 CELLULOSE	sqft
KNEEWALL FLOOR - 9" OPEN R-33 CELLULOSE	sqft
KNEEWALL FLOOR - 10" OPEN R-37 CELLULOSE	sqft
KNEEWALL FLOOR - 11" OPEN R-40 CELLULOSE	sqft
KNEEWALL FLOOR - 12" OPEN R-42 CELLULOSE	sqft
KNEEWALL FLOOR - 13" OPEN R-45 CELLULOSE	sqft
KNEEWALL FLOOR - 14" OPEN R-49 CELLULOSE	sqft
KNEEWALL FLOOR - 15" OPEN R-49 CELLULOSE	sqft
KNEEWALL FLOOR - 4" DENSE R-13 CELLULOSE	sqft
KNEEWALL FLOOR - 5" DENSE R-16 CELLULOSE	sqft
KNEEWALL FLOOR - 6" DENSE R-19 CELLULOSE	sqft
KNEEWALL FLOOR - 7" DENSE R-22 CELLULOSE	sqft

KNEEWALL FLOOR - 8" DENSE R-25 CELLULOSE	sqft
KNEEWALL FLOOR - 9" DENSE R-28 CELLULOSE	sqft
KNEEWALL FLOOR - 10" DENSE R-32 CELLULOSE	sqft
KNEEWALL FLOOR - 11" DENSE R-35 CELLULOSE	sqft
KNEEWALL FLOOR - 12" DENSE R-38 CELLULOSE	sqft
KNEEWALL FLOOR - 13" DENSE R-42 CELLULOSE	sqft
KNEEWALL FLOOR - 14" DENSE R-49 CELLULOSE	sqft
KNEEWALL FLOOR - R-13 UNFACED FIBERGLASS	sqft
KNEEWALL FLOOR - R-13 FACED FIBERGLASS	sqft
KNEEWALL FLOOR - R-19 UNFACED FIBERGLASS	sqft
KNEEWALL FLOOR - R-19 FACED FIBERGLASS	sqft
KNEEWALL FLOOR - R-30 UNFACED FIBERGLASS	sqft
KNEEWALL FLOOR - R-30 FACED FIBERGLASS	sqft
KNEEWALL FLOOR - R-38 UNFACED FIBERGLASS	sqft
KNEEWALL FLOOR - R-38 FACED FIBERGLASS	sqft
KNEEWALL FLOOR - FLIP/SLASH EXISTING INSULATION	sqft
KNEEWALL FLOOR - REMOVE EXISTING INSULATION	sqft
KNEEWALL SLOPE	
KNEEWALL SLOPE - R-19 FIBERGLASS	sqft
KNEEWALL SLOPE - R-30 FIBERGLASS	sqft
KNEEWALL SLOPE - 2" RIGID BOARD	sqft
KNEEWALL SLOPE - R-19 FIBERGLASS & 2" RIGID BOARD	sqft
KNEEWALL SLOPE - 4" DENSE R-13 CELLULOSE + 2" RIGID BOARD	sqft
KNEEWALL SLOPE - 6" DENSE R-19 CELLULOSE + 2" RIGID BOARD	sqft
KNEEWALL SLOPE - 8" DENSE R-25 CELLULOSE + 2" RIGID BOARD	sqft
KNEEWALL SLOPE - 10" DENSE R-32 CELLULOSE + 2" RIGID BOARD	sqft
KNEEWALL SLOPE - FLIP/SLASH EXISTING INSULATION	sqft
KNEEWALL SLOPE - REMOVE EXISTING INSULATION	sqft
HATCHES AND ACCESSES	
ATTIC HATCH - INSULATE ONLY	ea
ATTIC HATCH - WEATHERSTRIP ONLY	ea
ATTIC HATCH - INSULATE & WEATHERSTRIP	ea
ATTIC DOOR - INSULATE & WEATHERSTRIP	ea
KNEEWALL HATCH - INSULATE & WEATHERSTRIP	ea
FINISHED CEILING ACCESS	ea
FINISHED KNEEWALL ACCESS	ea
PULL DOWN STAIR - THERMADOME	ea
PULL-DOWN STAIR - THERMADOME W/ WOOD BUILD-UP	ea
PULL-DOWN STAIR - THERMAL TENT	ea
ACCESS THRU PLASTER & LATH	ea
TEMPORARY ATTIC ACCESS THRU DRYWALL	ea
TEMPORARY ATTIC ACCESS THRU ROOF	ea
ROOF ACCESS WITH ROOF VENT	ea

ROOF STRIP ACCESS UP TO 5 FT	Inft
ROOF STRIP ACCESS BEYOND 5 FT	ea
SHEATHING ACCESS	ea
WHOLE HOUSE FAN COVER	ea
VENTING	
8" ROOF VENT	ea
12" ROOF VENT - MUSHROOM	ea
TURBINE VENT	ea
RIDGE VENT	ea
12" X 12" GABLE VENT - ALUMINUM	ea
12" X 12" GABLE VENT - VINYL	ea
12" X 12" GABLE VENT - WOOD	ea
12" X 18" GABLE VENT - ALUMINUM	ea
12" X 18" GABLE VENT - VINYL	ea
12" X 18" GABLE VENT - WOOD	ea
12" X 24" GABLE VENT - ALUMINUM	ea
12" X 24" GABLE VENT - VINYL	ea
12" X 24" GABLE VENT - WOOD	ea
18" X 24" GABLE VENT - ALUMINUM	ea
18" X 24" GABLE VENT - VINYL	ea
18" X 24" GABLE VENT - WOOD	ea
4" x 16" SOFFIT VENTS	ea
6" x 16" SOFFIT VENTS	ea
8" x 16" SOFFIT VENTS	ea
PERFORATED SOFFIT PANELS	ea
4" FLAPPER ONLY	ea
4" INSULATED HOSE ONLY	ea
4" FLAPPER KIT THRU ROOF	ea
4" FLAPPER KIT THRU GABLE	ea
4" FLAPPER KIT THRU SOFFIT	ea
4" FLAPPER KIT THRU ROOF W/ CEILING KIT	ea
6" FLAPPER ONLY	ea
6" INSULATED HOSE ONLY	ea
6" FLAPPER KIT THRU ROOF	ea
6" FLAPPER KIT THRU GABLE	ea
6" FLAPPER KIT THRU SOFFIT	ea
6" FUTURE FLAPPER KIT THRU ROOF	ea
KITCHEN EXHAUST THRU ROOF - ELECTRIC STOVE ONLY	ea
VENTILATION CHUTES	ea
DRYER - VENT TO OUTSIDE	ea
AIR SEALING	
AIR SEALING	per hr
DUCT SEALING	per

	hr
FSK PAPER AIR BARRIER	sqft
WEATHERSTRIP DOOR ONLY	ea
DOOR SWEEP ONLY	ea
WEATHERSTRIP DOOR & ADD SWEEP	ea
PIPE TENTING	lnft
TRANSITIONS - OPEN	lnft
TRANSITIONS - FLOORED	lnft
TRANSITIONS - DENSE PACK	lnft
EXTERIOR WALLS	
WALLS - VINYL SIDED 4" CELLULOSE	sqft
WALLS - WOOD SIDED 4" CELLULOSE	sqft
WALLS - ASPHALT SIDED 4" CELLULOSE	sqft
WALLS - ALUMINUM SIDED 4" CELLULOSE	sqft
WALLS - SQUARE CHANNEL VINYL 4" CELLULOSE	sqft
WALLS - ASBESTOS SIDED 4" CELLULOSE	sqft
WALLS - MULTI-LAYER 4" CELLULOSE	sqft
WALLS - INTERIOR DRILL & PLUG 4" CELLULOSE	sqft
WALLS - EXTERIOR DRILL & PLUG 4" CELLULOSE	sqft
WALLS - BLOWN FIBERGLASS	sqft
WALLS - THIN BATT	sqft
WALLS - 3RD STORY ADDER	sqft
COMMON WALLS	
COMMON WALL - 4" CELLULOSE	sqft
COMMON WALL - R-13 FIBERGLASS	sqft
COMMON WALL - R-19 FIBERGLASS	sqft
COMMON WALL - R-30 FIBERGLASS	sqft
COMMON WALL - 2" RIGID BOARD	sqft
COMMON WALL - R-13 FIBERGLASS + 2" RIGID BOARD	sqft
COMMON WALL - R-19 FIBERGLASS + 2" RIGID BOARD	sqft
COMMON WALL - R-30 FIBERGLASS + 2" RIGID BOARD	sqft
COMMON WALL - INSULATE PLASTERED STAIRWELL	ea
BASEMENT	
BASEMENT CEILING - R-13 FIBERGLASS	sqft
BASEMENT CEILING - R-19 FIBERGLASS	sqft
BASEMENT CEILING - R-30 FIBERGLASS	sqft
BASEMENT CEILING - R-19 FIBERGLASS - RANDOM	sqft
BASEMENT CEILING - ENCAPSULATED R19 FG BATT	sqft
BASEMENT SILLS - R-19 FIBERGLASS	sqft
BASEMENT SILLS - 2" RIGID BOARD	sqft
BASEMENT - INSULATE BULKHEAD DOOR & WEATHERSTRIP	ea
BASEMENT - FLIP/SLASH EXISTING INSULATION	sqft
BASEMENT - REMOVE EXISTING INSULATION	sqft

BASEMENT - SITE BUILT BASEMENT DOOR	ea
CRAWLSPACE	
CRAWLSPACE - 6MIL GROUND COVER	sqft
CRAWLSPACE - 10MIL GROUND COVER	sqft
CRAWLSPACE - R-13 FIBERGLASS	sqft
CRAWLSPACE - R-19 FIBERGLASS	sqft
CRAWLSPACE - R-30 FIBERGLASS	sqft
CRAWLSPACE - R-19 FIBERGLASS - RANDOM	sqft
CRAWLSPACE - R-30 FIBERGLASS - RANDOM	sqft
CRAWLSPACE - 2" RIGID BOARD	sqft
CRAWLSPACE - R-19 FIBERGLASS & 2" RIGID BOARD	sqft
CRAWLSPACE - R-30 FIBERGLASS & 2" RIGID BOARD	sqft
CRAWLSPACE - FLIP/SLASH EXISTING INSULATION	sqft
CRAWLSPACE - REMOVE EXISTING INSULATION	sqft
CRAWLSPACE - INSULATE DOOR	ea
CRAWLSPACE - MAKE ACCESS DOOR	ea
CRAWLSPACE WALL - 2" RIGID BOARD	sqft
OVERHANG	
OVERHANG - 4" DENSE R-13 CELLULOSE	sqft
OVERHANG - 6" DENSE R-19 CELLULOSE	sqft
OVERHANG - 8" DENSE R-25 CELLULOSE	sqft
OVERHANG - 10" DENSE R-32 CELLULOSE	sqft
OVERHANG - 12" DENSE R-38 CELLULOSE	sqft
OVERHANG - 2" RIGID BOARD	sqft
OVERHANG - R-13 FIBERGLASS & 2" RIGID BOARD	sqft
OVERHANG - R-19 FIBERGLASS & 2" RIGID BOARD	sqft
OVERHANG - R-30 FIBERGLASS & 2" RIGID BOARD	sqft
GARAGE	
GARAGE CEILING - 4" DENSE R-13 CELLULOSE	sqft
GARAGE CEILING - 5" DENSE R-16 CELLULOSE	sqft
GARAGE CEILING - 6" DENSE R-19 CELLULOSE	sqft
GARAGE CEILING - 7" DENSE R-22 CELLULOSE	sqft
GARAGE CEILING - 8" DENSE R-25 CELLULOSE	sqft
GARAGE CEILING - 9" DENSE R-28 CELLULOSE	sqft
GARAGE CEILING - 10" DENSE R-32 CELLULOSE	sqft
GARAGE CEILING - 11" DENSE R-35 CELLULOSE	sqft
GARAGE CEILING - 12" DENSE R-38 CELLULOSE	sqft
DUCT/PIPE INSULATION	
DUCT INSULATION	sqft
1/2" ARMAFLEX OR EQUIVALENT (FHW PIPES ONLY)	lnft
3/4" ARMAFLEX OR EQUIVALENT (FHW PIPES ONLY)	lnft
HEAT PIPE INSULATION 1/2"	lnft
HEAT PIPE INSULATION 3/4"	lnft

HEAT PIPE INSULATION 1"	lnft
HEAT PIPE INSULATION 1 1/4"	lnft
HEAT PIPE INSULATION 1 1/2"	lnft
HEAT PIPE INSULATION 2"	lnft
HEAT PIPE INSULATION 2 1/2"	lnft
HEAT PIPE INSULATION 3"	lnft
HEAT PIPE INSULATION 3 1/2"	lnft
HEAT PIPE INSULATION 4"	lnft
HEAT PIPE INSULATION 5"	lnft
HEAT PIPE INSULATION 6"	lnft
HEAT PIPE INSUL 1/2" TEE-ELB	ea
HEAT PIPE INSUL 3/4" TEE-ELB	ea
HEAT PIPE INSUL 1" TEE-ELB	ea
HEAT PIPE INSUL 1 1/4" TEE-ELB	ea
HEAT PIPE INSUL 1 1/2" TEE-ELB	ea
HEAT PIPE INSUL 2" TEE-ELB	ea
HEAT PIPE INSUL 2 1/2" TEE-ELB	ea
HEAT PIPE INSUL 3" TEE-ELB	ea
HEAT PIPE INSUL 3 1/2" TEE-ELB	ea
HEAT PIPE INSUL 4" TEE-ELB	ea
HEAT PIPE INSUL 5" TEE-ELB	ea
HEAT PIPE INSUL 6" TEE-ELB	ea
ASSOCIATED SERVICES	
COMPREHENSIVE HOME ENERGY ASSESSMENT (HPC ONLY)	ea
SPECIAL HOME VISIT (HPC ONLY)	ea
PERMIT FEE	ea
BLOWER DOOR TEST ONLY	ea
COMBUSTION SAFETY TEST ONLY	ea
BLOWER DOOR AND COMBUSTION SAFETY TEST	ea
TRUE FLOW TEST	ea
INLINE FAN INSTALL	ea

Property Impact and Incidental Property Damage Procedure

I. PURPOSE

This procedure serves as the standard for customer communications, work site management and remediation of property damage to be followed when an Eversource employee(s) and/or contractor(s):

- Anticipates customer property impacts to the original condition of a customer's property while performing work on behalf of the company or the customer.
- Encounters a situation where property impacts were not anticipated but were determined to be required.
- Causes incidental customer property damage while performing work on behalf of the company or the customer.

This procedure excludes property impacts caused by minor and major storm events and necessary rights-of-way activities. This procedure also provides requirements for employees when the recovery and claims processes are implemented and does not waive Eversource's rights and remedies.

II. AREAS/PERSONS AFFECTED

- Eversource employees
- Eversource contractors

III. POLICY

Eversource's mission to deliver reliable energy and superior customer service requires all of us to conduct work in a manner that ensures our employees' and customers' safety, and results in the desired customer outcomes through proactive communications. This includes taking steps to avoid causing property impacts and/or incidental customer property damage, when possible. Doing so will further our commitment to meet the highest expectations of our customers.

IV. DEFINITIONS

Customer Property Impact – Changes to the original condition of a customer's property that are anticipated and/or known prior to, or while performing, the work.

Customer Resolution Group – The department within the Customer Group responsible for implementation and management of the recovery process associated with customer property impacts and incidental property damage.

Emergent Work – Work that is performed to ensure public or employee safety or to restore service to our customers.

Incidental Customer Property Damage – Customer property damage that occurs when a change in the condition of a customer's property occurs as a result of a preventable, unintended consequence while performing work.

Local Control – Decisions made by operating company leadership.

Feasible – Practical and achievable activities within work scope, timing and resources.

Property Impact and Incidental Property Damage Procedure

V. WORK SITE STANDARDS AND MANAGEMENT PROTOCOL

Treat each customer interaction as an opportunity to build trust, instill confidence and demonstrate respect for our customers' time, property and information needs.

Attempt to notify the customer(s) prior to beginning any work on their property.

Minimize our impact to customer property when performing our work.

If impact or damage occurs, work with the customer to safely restore his or her property to its pre-work condition, or to the extent feasible.

Procedure Description

Workers will ensure work sites are free from accumulations of waste material, debris or rubbish associated with the work.

Cleaning will be conducted on a daily basis. All equipment, temporary structures, waste and other surplus construction materials will be removed at the end of the day, unless required for later stages of the work. Materials left on site will be secured through job completion.

When planned field work has the potential to result in an impact to the customer's property, steps will be taken to notify the customer of the impact and any necessary repairs.

If a customer's property is damaged, the field worker(s) on site will talk with his or her supervisor. Then he or she will attempt to notify the customer/property owner of what happened and how we are going to fix it.

If the customer is not at the location where impact occurred, the worker will place a door hanger to provide notification, reassuring the customer of the company's commitment to make it right. This may include remediation steps to restore the customer's property to its pre-work condition, to the extent feasible. If this cannot be achieved, the recovery process (see Appendix A) will begin.

Known Property Impact

VI. PROCEDURE

A. Known or Potential Customer Property Impact Associated with Planned or Emergent Work and Further Repair

Steps shall always be taken to avoid customer property impact, when possible. Examples include positioning a vehicle to avoid impact to customer property and consideration of boring versus direct burial excavation.

When customer property impact cannot be avoided, the field employee will attempt to notify the customer of the impact beforehand, when possible. If the customer is not at the location (for example, at the home or business) nor available by telephone, a Supervisor or Designee will follow up and contact the customer as soon as possible, but no more than two business days, to:

- a. Discuss the work and repairs completed and/or under way.
- b. Schedule the repairs at a mutually agreed upon date and time.

Responsibilities

Employee/Contractor in Charge of the Job

1. Notify the customer (face to face, door hanger, telephone call) with general work scope and impact to the property. This includes explaining how repairs shall be handled and any follow-up actions and communications associated with the repair plan. A door hanger will be left for the customer, even if the customer is home, in order to provide the customer with the Eversource supervisor's name and phone number.

NOTE: Repairs shall be consistent with Eversource's Remediation Standards. (see Appendix F)

2. Complete the work associated with the job and the repair(s), if possible.

If the repair has commenced or is completed immediately following the job, proceed to Step 3.

If the repair was not completed immediately following the job, i.e., repairs will be made at a later date/time, proceed to Step 4.

3. Review the repair(s) with the customer, if possible.
 - If the customer is satisfied with the work and no further action is required, document the customer's satisfaction on the Property Impact/Incidental Damage Form (See Appendix B for the form).
 - If the customer is not satisfied with the work, document that a call-back is required on the Property Impact/Incidental Damage Form and inform the customer that a company representative will be in contact within two business days or less.
 - If the customer was not available to discuss the damage and subsequent repairs, leave a door hanger.
4. Fill out and provide the Property Impact/Incidental Property Damage Form to the Supervisor or Designee for further action by the end of the business day.

Known Property Impact

NOTE: Any customer interaction that may result in additional inquiries (for example, media or regulatory) shall immediately be reported to the Supervisor or Manager responsible for the planned or emergent work that was performed to ensure his or her awareness and to notify Community Relations, as appropriate.

Supervisor or Designee

If the work in the field was completed as specified, there is no follow up work, and the customer was directly notified and is satisfied, the process ends. If not, proceed to step 5.

5. The Supervisor or Designee shall contact the customer(s) involved as soon as possible, but no more than two business days, to:
 - Explain the property impact and the repair action plan to the customer(s) not present at the location when the work was done (including the schedule for repairs, if not already completed), or
 - Further discuss the repair(s) if they are not to the customer's satisfaction.
 - If the customer is not satisfied with the repair action plan or remains dissatisfied with the repairs that have already taken place, scan a copy of the completed Property Impact/ Incidental Property Damage Form and forward to the appropriate Manager or Designee as soon as possible, but no more than two business days.
6. Record the information from each Property Impact/Incidental Damage Form into the tracking system. Refer to section C of this document, Property Impact/Incidental Damage Tracking and Reporting System.
7. If the repair work was performed when the job was completed, record the date, scope of work performed and the contractor (and contracting firm), if applicable, who completed the work. Once the cost of the repair becomes available or a reasonable cost estimate may be obtained, the Supervisor or Designee records this information into the Property Impact/Incidental Damage Tracking and Reporting System.
8. If the repair work was not performed when the job was completed, the Supervisor or Designee will schedule the work with the contractor and the customer and will record the date in the Property Impact/Incidental Damage Tracking and Reporting System. If this date changes, the revised date must also be entered into the Property Impact /Incidental Damage Tracking and Reporting System, along with whether the change was initiated by the customer or the company.

After the scheduled repair has been completed, the Supervisor or Designee will update the Property Impact/Incidental Damage Tracking and Reporting System with the date that the work was performed and the scope of work completed. If the work was performed by a contractor, then the name of the contractor and contracting firm will also be included in the Property Impact/Incidental Damage Tracking and Reporting System.

Once the cost of the repair becomes available, or a reasonable cost estimate may be obtained, the Supervisor or Designee records the information into the Property Impact/Incidental Damage Tracking and Reporting System.

9. For those jobs where the customer has or will be required to file a claim, scan the Property Impact/Incidental Damage Form and attach it to an email that will be sent to the appropriate Claims email box (see Appendix C).

Known Property Impact

- The name of the eastern Massachusetts email box is: claims.admin@eversource.com
- The name of the Connecticut, New Hampshire and western Massachusetts email address is: TrsNU-Claims_Administration_@eversource.com

Manager Level or Designee

10. If the customer concern has been elevated to the Manager level, the Manager or Designee shall review the Property Impact/Incidental Damage Form and contact the customer(s) as soon as possible, but no more than two business days to resolve the open issues.
 - If after discussing the repair with the customer and the customer agrees to further repairs, proceed with repairs accordingly and update the additional action steps in the Property Impact/Incidental Damage Tracking and Reporting System.
 - In the event the customer remains dissatisfied, update the additional action steps in the Property Impact/Incidental Damage Tracking and Reporting System and notify the Director or Designee for further direction and action. This must take place as soon as possible, but no more than two business days from receipt of notice of escalation.

Director Level or Designee

11. If the customer remains dissatisfied and the concern is elevated to the Director level or Designee, review the Property Impact /Incidental Damage Form and contact the customer(s) as soon as possible, but no more than two business days to resolve the open issues.
 - If after discussing the repair with the customer and the customer agrees to further repairs, proceed with repairs and update the additional action steps in the Property Impact/Incidental Damage Tracking and Reporting System.
 - In the event the customer remains dissatisfied, and within two business days of being notified, scan and email the Property Impact/Incidental Property Damage Tracking Form, along with a summary in the body of the email of the conversation with the customer and any other pertinent information not included on the form, to the Customer Resolution group, who will initiate the recovery process.

The Customer Resolution Group email address is: ExecutiveInquiries@eversource.com

See Appendix D, Known Customer Property Impact Process Flow, for visual overview of the steps outlined above.

Incidental Property Damage

B. Incidental Customer Property Damage or Further Repair

Steps shall always be taken to avoid incidental customer property damage.

Incidental customer property damage occurs when a change in the condition of a customer's property occurs as a result of a preventable, unintended consequence.

Examples include, but are not limited to, damaging a fence, a mailbox or causing landscape damage, such as putting a rut in a lawn or damaging a flower bed.

When incidental customer property impact occurs, the employee/contractor in charge of the job shall immediately report the incident to the Supervisor or Manager responsible for the job.

Responsibilities

Employee/Contractor in Charge of the Job

1. When incidental customer property damage occurs, immediately report the incident to the Supervisor or Manager responsible for the job.
2. Notify the customer (face to face, door hanger, telephone call) of the incidental property damage. This may include explaining how repair(s) shall be handled and any follow-up actions and communications associated with the repair plan. A door hanger will be left for the customer, even if the customer is home, in order to provide the customer with the Eversource supervisor's name and phone number.

NOTE: Repairs shall be consistent with Eversource's Remediation Standards. (See Appendix F)

3. Complete the work associated with the job and the repair(s), if possible.
4. Review the repair with the customer, if possible.
 - If repair is not complete, provide status to customer and indicate that follow-up contact will be made by a company representative, within 2 business days.
 - If the customer is satisfied with the work and no further action is required, document the customer's satisfaction on the Property Impact /Incidental Property Damage Tracking Form and notify the Supervisor. (See Appendix B for the form)
 - If the customer is not satisfied with the work, document that a call-back is required on the Property Impact /Incidental Damage Form and inform the customer that the Supervisor responsible for the job will be in contact as soon as possible, but no more than two business days.
 - If the customer was not available to discuss the damage and subsequent repairs, leave a door hanger.
5. Fill out and provide the Property Impact/Incidental Property Damage Form to the Supervisor or Designee for further action by the end of the business day.

NOTE: Any customer interaction that may result in additional inquiries (for example, media or regulatory) shall immediately be reported to the Supervisor or Manager responsible for the

Incidental Property Damage

planned or emergent work that was performed to ensure his or her awareness and to notify Community Relations, as appropriate.

Supervisor or Designee

6. The Supervisor or Designee shall contact the customer(s) involved by telephone as soon as possible, but no more than two business days to:
 - Reach a customer who was not at home and received a door hanger to explain the property impact and the repair action plan (including the schedule for repairs).
 - Reach a customer who was dissatisfied with our repairs to discuss the repairs and opportunities to achieve customer satisfaction.
 - Notify the customer that a Claims Representative will call to discuss the situation if the required repair cannot be completed via local control (see Appendix C). Do not make a commitment on behalf of the company.

If the customer is not satisfied with the repair action plan or remains dissatisfied with the repairs that have already taken place, scan a copy of the completed Property Impact/Incidental Damage Form and forward to the appropriate Manager or Designee.

7. Record the information from each Property Impact/Incidental Damage Form into the tracking system. Refer to Section C of this document, Property Impact/Incidental Damage Tracking and Reporting System.
8. If the repair work was performed when the job was completed, record the date, scope of work performed and the contractor (and contracting firm), if applicable, who completed the work. Once the cost of the repair becomes available or a reasonable cost estimate may be obtained, the Supervisor or Designee records this information into the Property Impact /Incidental Damage Tracking and Reporting System.
9. If the repair work was not performed when the job was completed, the Supervisor or Designee will schedule the work with the contractor and the customer and record the date in the Property Impact/Incidental Damage Tracking and Reporting System. If this date changes, the revised date must also be entered into the Property Impact/Incidental Damage Tracking and Reporting System, along with whether the change was initiated by the customer or the company.

After the scheduled repair has been completed, the Supervisor or Designee will update the Property Impact/Incidental Damage Tracking and Reporting System with the date that the work was performed and the scope of work completed. If the work was performed by a contractor, then the name of the contractor and contracting firm will also be included in the Property Impact/Incidental Damage Tracking and Reporting System.

Once the cost of the repair becomes available, or a reasonable cost estimate may be obtained, the Supervisor or Designee records the information into the Property Impact/Incidental Damage Tracking and Reporting System.

10. For those jobs where the customer will be required to file a claim, scan the form and attach it to an email that will be sent to the appropriate Claims email box (see Appendix C).
 - The name of the eastern Massachusetts email box is: claims.admin@eversource.com.

Incidental Property Damage

- The name of the Connecticut, New Hampshire and western Massachusetts email address is: TrsNU-Claims_Administration_@eversource.com

Manager Level or Designee

11. If the customer concern has been elevated to the Manager level, the Manager or Designee shall review the Property Impact/Incidental Damage Form and contact the customer(s) as soon as possible, but no more than two business days to resolve the open issues.
 - If after discussing the repair with the customer and the customer agrees to further repairs, proceed with repairs accordingly and update the additional action steps in the Property Impact/Incidental Damage Tracking and Reporting System.
 - In the event the customer remains dissatisfied, update the additional action steps in the Property Impact/Incidental Damage Tracking and Reporting System and notify the Director or Designee for further direction and action. This must take place as soon as possible, but no more than two business days from receipt of notice of escalation.

Director Level or Designee

12. If the customer remains dissatisfied and the concern is elevated to the Director Level or Designee, review the Property Impact /Incidental Damage Form and contact the customer(s) as soon as possible, but no more than two business days to resolve the open issues.
 - If after discussing the repair or the repair plan with the customer and the customer agrees to further repairs, proceed with the repairs and update the additional action steps in the Property Impact /Incidental Damage Tracking and Reporting System.
 - In the event the customer remains dissatisfied, within two business days of being notified, scan and email the Property Impact/Incidental Damage Form, along with a summary in the body of the email of the conversation with the customer, to the Customer Resolution group, who will initiate the recovery process.

The Customer Resolution Group email address is: ExecutiveInquiries@eversource.com

See Appendix E, Incidental Customer Property Damage or Further Repair Process Flow, for visual overview of the steps outlined above.

Incidental Property Damage

C. Property Impact/Incidental Damage Tracking and Reporting System

As previously outlined in this procedure, employees responsible for the job in the field will complete a Property Impact/Incidental Damage Form and provide the Supervisor responsible for the job with a copy of the completed form.

The Supervisor or Designee is required to track each Property Impact/Incidental Damage Form in the Property Impact/Incidental Damage Tracking and Reporting System.

In addition to the data on the form being completed by the employee or contractor involved in the property impact or incidental property damage, the Supervisor or Designee is also required to include the additional information referenced in this procedure. This includes, and is not limited to, the date the work is scheduled (if not completed on same day as the property impact or damage), the date the work is completed, the scope of the required work, the employee or contractor who performed the work, and the cost or cost estimate for the work.

This information will be combined into reports which will track activity for the new process over time, and the information will be shared with employees, contractors and management.

VII. REVISION HISTORY

Revision Number	Date	Reason
Rev 0	August 2013	Original issue
Rev 1	October 2013	Appendix F Revision
Rev 2	November 2013	Purpose and Definition Revisions, Page 1
Rev 3	February 2015	As of 2/2/15, Northeast Utilities is doing business as Eversource Energy ("Eversource")

VIII. APPENDIX

- Appendix A – Recovery Process
- Appendix B – Property Impact/Incidental Damage Form
- Appendix C – Claims Process
- Appendix D – Known Customer Property Impact Process Flow
- Appendix E – Incidental Customer Property Damage or Further Repair Process Flow
- Appendix F – Eversource Remediation Standards



Property Impact and Incidental Property Damage Procedure, Appendix A

Recovery Process

The recovery process was designed to resolve customer issues involving property impacts or incidental property damage that have been escalated beyond the management staff within the business area responsible for the field work or the Claims area. The recovery process is being managed by the Customer Resolution Group, which currently handles other escalated customer issues for Eversource.

- If a customer is not satisfied after speaking with management staff in the area responsible for the field work or the Claims representative, then the Customer Resolutions Group – which is responsible for the recovery process – will be notified. Specifically, the Property Impact/Incidental Damage Form completed by the field employee will be scanned and sent to the Executive Inquiries email box at ExecutiveInquiries@eversource.com. Also included in the body of the email will be a summary of any subsequent conversations that took place with the customer and any other pertinent information not included on the Property Impact/Incidental Damage Form. The originator of the email will receive an email confirming receipt of the form.
- The Customer Resolutions staff will contact the customer within two business days of receipt of scanned form, and explain that his or her issues are under additional review.
- The Customer Resolutions staff will then review what has happened, and will determine whether or not the resolution offered to the customer was consistent with the new Property Impact and Incidental Property Damage Procedure. If additional action is required, the Customer Resolutions staff will work with their single point-of-contact in the business area responsible for the field work, and the customer, to bring the issue to closure. If the action taken was deemed to be appropriate, then the Customer Resolutions staff will notify the customer. Bringing the issue to closure with the customer will occur within three business days.
- The Customer Resolutions staff will notify the single point of contact responsible for field work and the Claims representative (if applicable) of issue closure.

Property Impact and Incidental Property Damage Procedure, Appendix B

Property Impact / Incidental Damage		
<input type="checkbox"/> PROPERTY IMPACT <input type="checkbox"/> INCIDENTAL DAMAGE		
BUSINESS GROUP		
ELECTRIC <input type="checkbox"/> CT <input type="checkbox"/> EAST MA <input type="checkbox"/> NH <input type="checkbox"/> WEST MA	GAS <input type="checkbox"/> CT <input type="checkbox"/> MA	TRANSMISSION <input type="checkbox"/>
DIVISION	DISTRICT / AWC	DEPARTMENT
DATE OF INCIDENT	TIME OF INCIDENT	
EMPLOYEE NAME	CREW LEAD NAME	<input type="checkbox"/> EVERSOURCE <input type="checkbox"/> CONTRACTOR
RESPONSIBLE EVERSOURCE SUPERVISOR	CONTRACTOR COMPANY NAME (IF APPLICABLE)	CONTRACTOR SUPERVISOR NAME
WORK ORDER OR TROUBLE TICKET NUMBER (IF APPLICABLE)		
ADDRESS OF INCIDENT		TOWN / STATE
TYPE OF DAMAGE / IMPACT		
CONTACT TYPE <input type="checkbox"/> FACE-TO-FACE <input type="checkbox"/> NONE <input type="checkbox"/> TELEPHONE <input type="checkbox"/> OTHER (DESCRIPTION) _____ <input type="checkbox"/> DOOR HANGER		
CONTACT NAME	CONTACT PHONE NO.	CONTACT E-MAIL (OPTIONAL)
IS THE CONTACT PERSON THE PROPERTY OWNER? <input type="checkbox"/> YES <input type="checkbox"/> NO	PROPERTY OWNER NAME OR BUSINESS	PROPERTY OWNER PHONE NO.
STATUS OF REMEDIATION <input type="checkbox"/> COMPLETED <input type="checkbox"/> NOT COMPLETED	RESOLUTION	
IF REPAIR HAS BEEN COMPLETED, IS CUSTOMER SATISFIED OR IS A CALL-BACK FROM SUPERVISOR OR DESIGNEE REQUIRED? <input type="checkbox"/> CUSTOMER IS SATISFIED <input type="checkbox"/> CALL-BACK REQUIRED		
EMPLOYEE SIGNATURE		TODAY'S DATE
SUPERVISOR SECTION		
INITIAL FOLLOW-UP CALL:		
SUPERVISOR NAME	SUMMARY	
DATE CONTACT MADE		
CONTACT NAME		
9275 REV. 2-15		

Property Impact and Incidental Property Damage Procedure, Appendix C

Claims Process

The goal is to have repairs made via local control; however, there will be instances based on cost considerations and the availability of contractor resources when the customer will be asked to work through the Claims process for compensation. The first step will be for a Claims Representative to contact the customer.

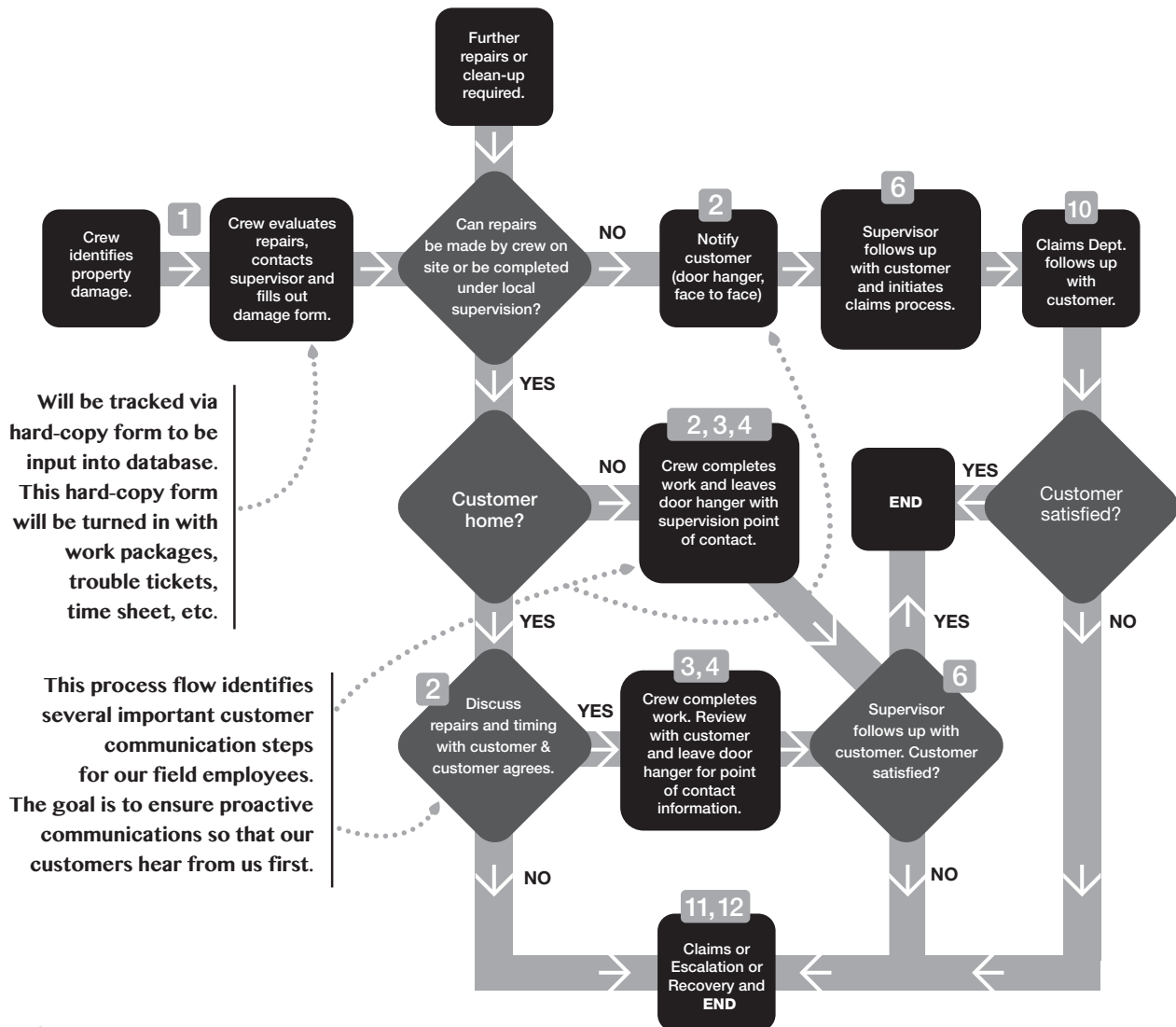
- When a property impact or incidental property damage occurs, the field employee or contractor will complete a Property Impact/Incidental Damage Form and will submit it to a Supervisor or his or her Designee.
- The Supervisor or Designee will scan the Property Impact/Incidental Damage Form completed by the employee and send it to the Claims email box at *claims.admin@eversource.com* for eastern Massachusetts and *TrsNU-Claims_Administration_@eversource.com* for Connecticut, New Hampshire and western Massachusetts.
- The Claims Representative will contact the customer and begin the process of opening a claim. This initial contact with the customer will take place within two business days of the Claims Representative receiving the scanned Property Impact/Incidental Damage Form.
- The Claims Representative will make a decision within five business days regarding what level of compensation will be offered, will notify the customer, and will contact the Supervisor or Designee with the same information.
- In the event that a customer is not satisfied after these process steps have occurred, the Claims Representative will contact the Customer Resolution Group, which is responsible for managing the Recovery process. The Claims Representative will scan the completed employee form received from the field manager and send it to the Executive Inquiries email in-box (*ExecutiveInquiries@eversource.com*). Also included in the email will be the name and telephone number for the customer and any other pertinent information, including a summary of any interactions that took place with the customer after the form was completed by the field employee. The Claims Representative will receive an email confirming receipt of the form.

Property Impact and Incidental Property Damage Procedure, Appendix E

Process Flow: Planned or Emergent Work

This is a high-level visual overview of the steps outlined in the "Property Impact and Incidental Property Damage" Procedure

INCIDENTAL CUSTOMER PROPERTY DAMAGE OR FURTHER REPAIR



LEGEND



Decision Point



Action Step

1

Numbering corresponds to procedure step

Property Impact and Incidental Property Damage Procedure, Appendix F

Eversource Remediation Standards

With proactive communications with our customers, we take a first and important step in ensuring their confidence in us. Together with one company-wide standard for how we will remediate any damage, we ensure a consistent and positive service experience.

These minimum standards have been developed for in-scope activities and impacts. They describe the steps we will take to return the customer’s property to its pre-work condition.

Minimum Remediation Standards We Will Follow

Damage Types	Minimum Standards We Will Follow
Oil spill remediation to fix a stained driveway	<ul style="list-style-type: none"> • Clean the driveway with an absorbent to ensure the surface is functional and safe and meets the customer’s satisfaction.
Debris removal from non-storm related tree maintenance work/capital projects	<ul style="list-style-type: none"> • Remove and dispose of all trimmings and debris associated with the tree work from the job site unless directed otherwise by the customer/property owner. Wood that can be chipped is removed. Firewood-sized pieces are left for the customer/property owner. • After 7 days, we will retrieve the wood, if required.
Transmission Rights-of-Way (ROW) work	<ul style="list-style-type: none"> • For routine maintenance, all stumps shall be less than 3 inches in height and all slash shall be wind-rowed along the right-of-way edge or diced in general areas. In sensitive areas, slash shall be diced, chipped or removed from the right-of-way depending on the physical limitations of the site. • For reclamation and risk tree removal, property owners will be provided options for wood disposal and site cleanup.
Integrated Rights-of-Way (ROW) vegetation management work	<ul style="list-style-type: none"> • Current policies specify a variety of control methods for brush on ROWs.

(continued...)

Property Impact and Incidental Property Damage Procedure, Appendix F

Minimum Remediation Standards We Will Follow — continued

Damage Types	Minimum Standards We Will Follow
Removal of plantings around padmount transformers (identified during surveys/inspections)	<ul style="list-style-type: none"> • Repair/replace the property to the customer’s satisfaction, attempt to obtain similar materials, and restore the property to its original condition or to the extent feasible, while ensuring minimum clearances for padmount transformers are maintained.
Structure damage – siding, mailboxes, stone walls, fences, attic vents, vehicles	<ul style="list-style-type: none"> • Repair/replace the property to the customer’s satisfaction, attempt to obtain similar materials, and restore the property to its original condition or to the extent feasible. • If this can’t be achieved, the recovery process will continue to the next step.
Subsurface damage – underground dog fencing, underground sprinkler system, septic systems, well cap damage, customer-owned electrical wiring	<ul style="list-style-type: none"> • Repair/replace the property to the customer’s satisfaction, attempt to obtain similar materials, and restore the property to its original condition or to the extent feasible. • If this can’t be achieved, the recovery process will continue to the next step.
Surface repairs – damaged driveways, pavers or sidewalks	<ul style="list-style-type: none"> • Repair/replace the property to the customer’s satisfaction, attempt to obtain similar materials, and restore the property to its original condition or to the extent feasible. • If this can’t be achieved, the recovery process will continue to the next step.

(continued...)

Property Impact and Incidental Property Damage Procedure, Appendix F

Minimum Remediation Standards We Will Follow — continued

Damage Types	Minimum Standards We Will Follow
Damaged Driveway	<ul style="list-style-type: none"> • A qualified contractor will be hired by Eversource to excavate and remediate the damaged section plus a 1-foot extension for the integrity of the repair. • The contractor will make repairs consistent with/appropriate for the existing type/style and condition of the driveway area. • If this can't be achieved, the recovery process will continue to the next step.
Damaged Sidewalk	<ul style="list-style-type: none"> • Workers are required to adhere to all local town/city/state construction standards. • Same-day patch repair will be made to address local public safety. • Follow-up repairs will be made within 90 days (as seasonal conditions permit) to permanently remediate the damaged area and may include: <ul style="list-style-type: none"> ▪ Saw cutting and paving 1 foot beyond the damaged section for a continuous bituminous concrete surface ▪ Seam-to-seam replacement up to the expansion joint for a concrete surface
Landscaping – ruts, trenching, shrub damage, sod, debris, emergency tree trimming, dirt mounds by pole sets (dead grass), holes from removed poles	<p>Customers will be provided these options:</p> <ul style="list-style-type: none"> • Eversource will authorize first-line management to offer alternative solutions to the customer, e.g., reimbursement if customer makes own repairs. • Eversource will repair or replace the landscaping materials to restore the condition of the property/site to its pre-work condition. • If this can't be achieved, the recovery process will continue to the next step. • Removal of debris resulting from maintenance on our equipment (e.g., pole setting) <p>Note: Debris from emergent tree or limb work will be the responsibility of the tree owner.</p>

EVERSOURCE CONTRACTOR BACKGROUND CHECK POLICY**Definitions**

As used in this Policy: (i) Owner refers to any subsidiary(ies) of Northeast Utilities dba Eversource Energy contracting for services; (ii) Contractor refers to the individual or entity contracting to provide services to Owner; (iii) Contract refers to any purchase order, Contract or agreement between Owner and Contractor; (iv) Contractor Representative(s) refers to employees, subcontractors and agents of the Contractor that may provide services to Owner pursuant to a Contract.

Policy Statement

Throughout the Contract term, Contractors are required to ensure that each Contractor Representative providing services for Owner successfully passes a background check which meets the minimum requirements set forth in this Policy, as such may be amended from time to time. These background checks are to be completed by the Contractor at the Contractor's expense prior to the commencement or continuation of work for Owner. The Contractor shall maintain documentation regarding these background checks through the term of the Contract and for a period of three years following the expiration or termination of the Contract, which documentation shall be made available for review and audit by Owner upon request. Notwithstanding any provision in this Policy, Contractor shall comply with all applicable laws and regulations in conducting background checks and maintaining information relating thereto including, without limitation, the Fair Credit Reporting Act and the Consumer Credit Reporting Reform Act of 1996.

Minimum Requirements

Two levels of baseline background checks are required for Contractor Representatives, depending upon the nature and location of the work that they will perform. Additional requirements beyond these minimums may be required by Owner based upon risk assessments or legal requirements.

Level 1 baseline background checks require identity verification and verification of legal rights to work in the USA (or other host country where the services for Owner are performed) and are required of all Contractor Representatives performing services for Owner.

Level 2 baseline background checks require, in addition to Level 1 checks, a seven-year criminal history search, a seven-year Sex Offender Registry check, a seven-year residential address verification, three-year employment history verification, and motor vehicle driving record checks (if responsibilities include driving) and are required for all Contractor Representatives performing services for Owner and meet any one or more of the following criteria:

- When a criminal background check is required by law, regulation or other legal requirement.
- Where a Contractor Representative will have direct contact with customers in a non-public location.
- Where a Contractor Representative will have access to non-public personal information or other information required to be protected under applicable law, regulation or other legal requirement.
- Where a Contractor Representative will have unescorted access to locations containing critical cyber assets (e.g. SCADAS, Computer Rooms, Tel Data Rooms) or where critical functions are performed, or other locations deemed sensitive by Owner. This will include critical Gas and Electric infrastructure locations such as substations, gate

stations, compressor stations, energy control centers, energy management systems, remote monitoring and control locations, communications centers, and critical backup systems.

- Where a Contractor Representative will have direct and/or remote electronic access to Owner cyber assets (hardware/software) or records (electronic, paper, etc.).
- Where a Contractor Representative will provide software, database, application development services, critical systems operation, management, maintenance, or repair services, physical or computer security services, or compliance services for Owner, whether on-site or remotely.
- Where a Contractor Representative will have access to information or systems where there is a risk that significant damage or loss could occur.

In the event that Contractor determines to employ or retain any person who has a current misdemeanor case pending or has been convicted of a misdemeanor in the last five years, Contractor shall notify Owner by email and telephone (Scott.McKenzie@NU.com, 860-665-5297) of its intention to do so, together with Attachment C "Contractor Background Check Exception Request Form." In no event shall Contractor assign a person who the Contractor has actual knowledge of having a current felony case pending or having been convicted of a felony.

Supplemental Background Check Requirements

Owner, in its sole discretion, may require additional checks to be performed if warranted by the nature of the work and the location where the work will be performed. In addition, Regulatory requirements may dictate that supplemental background checks be performed. For example, access to highly sensitive information or critical infrastructure locations may warrant supplemental checks such as credit history or homeland security checks.

Supplemental checks that may be required include, but are not limited to the following:

- Five (5) panel drug screening
- Education/verification of degrees
- Validations of required licenses (professional and/or legally required)
- Credit history
- Global screening of offshore international/foreign national persons
- Homeland Security checks
- US Citizenship and Immigration Services E-Verify
- Criminal History Check updates every 7 years

Minimum Background Screening Requirements

1. Identification Verification/Eligibility to Work in the Country

Contractors performing services for Owner must provide evidence to Owner or its agent that Contractor has verified the identities of all Contractor Representatives and that all such Contractor Representatives are legally eligible to work in the country where the work is to be performed. Owner requires that U.S. Contractors complete a Social Security trace and or a Consent Based Social Security Number Verification – CBSV on all Contractor Representatives

and match results of this check with other identification documents provided by Contractor Representatives.

2. Criminal History Background Checks

Contractors shall ensure that all Contractor Representatives performing work or providing services to Owner are subjected to a criminal history background check. Such checks shall be conducted on all names, including alias names that are provided or developed, and include County, State, and Federal checks based on jurisdictions of work and residence for the past 7 years, as well as international jurisdictions, if available. Checks must be performed on all current Contractor Representatives and any new Contractor Representatives hired or assigned to support the Owner Contract. If the Contractor has had a pre-employment criminal history check process in place and can provide documented evidence that Contractor Representatives assigned to the Owner Contract have been subjected to the criminal history check within the last 3 years, then additional checks are not necessary. Contractor Representatives who work in certain sensitive areas that fall under regulatory requirements, i.e., NERC, are subject to additional criminal history checks. See Supplemental Background Check Requirements above.

The following criteria will be used as guidance by Contractor in making the determination of whether a given Contractor Representative will be allowed to perform work specified in the Contract. These criteria should also be evaluated by the Contractor prior submitting Attachment #1 "Contractor Background Check Exception Request Form" to Owner:

- Number of convictions
- Nature, seriousness and date(s) of occurrence of the offense
- Rehabilitation
- Relevance of the crime committed in relationship to the work to be performed
- Unreasonable risk posed to Owner property or to the safety of employees, other Contractors and/or customers

During the term of the Contract, if the Contractor becomes aware of information concerning a criminal conviction of a Contractor Representative that would fit the above criteria, this information shall be immediately provided to Owner's Security Department for determination whether the Contractor Representative should be allowed to continue providing services for Owner.

3. Sex Offender Registry Search

Consistent with the scope of the Criminal History Search, a search will be conducted in the Contractor Representative's provided and developed names, in the state(s) of the Contractor Representative's residence and place of work, if a statewide repository is maintained and accessible as public record.

4. Residential Address Verification

Contractors must perform a seven-year address verification on all **new** Contractor Representatives hired or retained to support the Contract.

5. Employment History Verification

Contractors must perform a three-year prior employment history verification on all **new** Contractor Representatives hired to support the Contract. This check may also reveal prior employment with Owner that must be further explored by Contractor.

6. Motor Vehicle Driving Record Check

All Contractor Representatives who are required to operate a motor vehicle in conjunction with the Contract must be legally licensed and hold a valid driver's license appropriate to the vehicle being driven. This requirement applies to both Contractor-owned or leased vehicles and Owner-owned/leased vehicles. A motor vehicle driving record check to include a commercial driver

license search, when applicable, must be conducted by the Contractor annually in order to validate this requirement.

7. Contractor Representatives Previously Terminated or Removal from Owner Work for Cause

Contractor shall not permit Contractor Representatives to perform services for Owner who were:
(i) previously employed by Owner and were terminated by Owner for cause; or (ii) who were previously removed from working on any Contract for Owner.

8. Owner's Right to Amend Requirements for Contractor Background Checks

Owner reserves the right to amend its requirements for Contractor background checks at any time during the Contract term.

ATTACHMENT #1

Eversource Background Check Exception Request Form

Section A: Contractor Background Check Exception Request	
Requestor's First and Last Name and Phone Number:	Name of Contractor:
Date of Exception Request:	PO or Contract Number:
Description of work/services provided by Contractor:	
Location where work/services are provided:	
Description of exception requested and rationale for exception:	

ACKNOWLEDGEMENT BY REQUESTOR

By signing below, I hereby certify that the information submitted on this form is accurate and complete.

Requestor's Signature: _____ Date: _____

Section B: Eversource Management Review/Authorization	
Conclusion, recommendation, and agreed action, if any:	
Business Risk Description/Impact Assessment:	
Start and end period for which exception is granted:	
Name of Procurement Manager:	Title:
Signature:	Date:
Name of Corporate Security Manager:	Title:
Signature:	Date:

Note: Exceptions shall not be granted that:

- Allow unescorted access to critical assets
- Violate regulatory requirements

CONTRACTOR/VENDOR SCREENING MATRIX

In accordance with the background check policy, please use the below reference table to determine when a contractor/employee meets the requirements in Eversource’s background check Policy. (ex. If a single misdemeanor is found the individual will Fail check for Year 1, Year 2, and Year 3).

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Any felony conviction	F	F	F	F	F	F	F
More than one misdemeanor conviction for violence	F	F	F	F	F	F	F
Single misdemeanor conviction for violence	F	F	F	P	P	P	P
Misdemeanor drug possession conviction	F	F	F	P	P	P	P
Misdemeanor conviction for computer crimes	F	F	F	P	P	P	P
All other convictions not included in the above categories	P	P	P	P	P	P	P
DMV – Multiple D.U.I. / D.W.I	F	F	F	P	P	P	P
Multiple DMV Moving Violation (s)	P	P	P	P	P	P	P

P = Pass
 F = Fail

INFORMATION (“CORI”) POLICY

This policy is applicable to the criminal history screening of prospective and current employees.

Where Criminal Offender Record Information (CORI) and other criminal history checks may be part of a general background check for employment, the following practices and procedures will be followed.

I. CONDUCTING CORI SCREENING

CORI checks will be conducted only as authorized by the Massachusetts Department of Criminal Justice Information Services (“DCJIS”) and MGL c. 6, §172, and only after a CORI Acknowledgement Form has been completed. If a new CORI check is to be made on a subject within a year of his/her signing of the CORI Acknowledgement Form, the subject shall be given seventy two (72) hours notice that a new CORI check will be conducted.

II. ACCESS TO CORI

All CORI obtained from the DCJIS is confidential, and access to the information will be limited to those individuals who have a “need to know.” This may include, but not be limited to, hiring managers, staff submitting the CORI requests, and staff charged with processing job applications. Eversource must maintain and keep a current list of each individual authorized to have access to, or view, CORI. This list must be updated every six(6) months and is subject to inspection upon request by the DCJIS at any time.

III. CORI TRAINING

An informed review of a criminal record requires training. Accordingly, all personnel authorized to review or access CORI at Eversource.

will review, and will be thoroughly familiar with, the educational and relevant training materials regarding CORI laws and regulations made available by the DCJIS.

Additionally, if (Requestor Organization Name) is an agency required by MGL c. 6, s. 171A, to maintain a CORI Policy, all personnel authorized to conduct criminal history background checks and/or to review CORI information will review, and will be thoroughly familiar with, the educational and relevant training materials regarding CORI laws and regulations made available by the DCJIS.

IV. USE OF CRIMINAL HISTORY IN BACKGROUND SCREENING

CORI used for employment purposes shall only be accessed for applicants who are otherwise qualified for the position for which they have applied. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determinations of suitability based on background checks will be made consistent with this policy and any applicable law or regulations.

V. VERIFYING A SUBJECT'S IDENTITY

If a criminal record is received from the DCJIS, the information is to be closely compared with the information on the CORI Acknowledgement Form and any other identifying information provided by the applicant to ensure the record belongs to the applicant.

If the information in the CORI record provided does not exactly match the identification information provided by the applicant, a determination is to be made by an individual authorized to make such determinations based on a comparison of the CORI record and documents provided by the applicant.

VI. INQUIRING ABOUT CRIMINAL HISTORY

In connection with any decision regarding employment, the subject shall be provided with a copy of the criminal history record, whether obtained from the DCJIS or from any other source, prior to questioning the subject about his or her criminal history. The source(s) of the criminal history record is also to be disclosed to the subject.

VII. DETERMINING SUITABILITY

If a determination is made, based on the information as provided in section V of this policy, that the criminal record belongs to the subject, and the subject does not dispute the record's accuracy, then the determination of suitability for the position will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to, the following:

- (a) Relevance of the record to the position sought;
- (b) The nature of the work to be performed;
- (c) Time since the conviction;
- (d) Age of the candidate at the time of the offense;
- (e) Seriousness and specific circumstances of the offense;
- (f) The number of offenses;
- (g) Whether the applicant has pending charges;
- (h) Any relevant evidence of rehabilitation or lack thereof; and
- (i) Any other relevant information, including information submitted by the candidate or requested by the organization.

The applicant is to be notified of the decision and the basis for it in a timely manner.

VIII. ADVERSE DECISIONS BASED ON CORI

If an authorized person is inclined to make an adverse decision based on the results of a criminal history background check, the applicant will be immediately notified. The subject shall be provided with a copy of this CORI policy and a copy of the criminal history. The source(s) of the criminal history will also be revealed. The subject will then be provided with an opportunity to dispute the accuracy of the CORI record. Subjects shall also be provided a copy of DCJIS' *Information Concerning the Process for Correcting a Criminal Record*.

IX. SECONDARY DISSEMINATION LOGS

All CORI obtained from the DCJIS is confidential and can only be disseminated as authorized by law and regulation. A central secondary dissemination log shall be used to record any dissemination of CORI outside this organization, including dissemination at the request of the subject.

**Eversource Contractor Safety and Health Work Rules
 Appendix H
 (Effective Date 2/1/17)**

I. Introduction

1. These Work Rules govern the safety and health aspects of the way that Contractors and their subcontractors and agents perform work at Eversource facilities, properties or work sites.

These Work Rules convey Eversource’s minimum expectations regarding safety and health practices and may exceed the requirements of federal, state and local regulatory agencies.

All Contractors are required to comply with the requirements of the Occupational Safety and Health Administration (OSHA), all other applicable federal, state, and local laws, ordinances, regulations, and other project and site-specific permits. If policies and safety related work methods are unique to Eversource Energy that go above and beyond the minimum requirements set forth by OSHA or regulatory standard; contractors will achieve compliance of these Eversource safety rules or policies either by adopting the Eversource methodology or providing a method which will meet or exceed the Eversource safety rules. These Work Rules are in addition to any safety and health procedures, policies, guidance, and/or work instructions of the Contractor. Failure to comply with any portion of these Work Rules is a breach of contract, and is just cause for placement in a probationary program and/or expulsion from Eversource properties and/or termination of the contract.

2. Contractors are required to inform their employees, subcontractors, and agents of these Work Rules prior to the start of work and to ensure compliance with the Work Rules.
3. All Contractors and their employees are responsible for ensuring safety and health compliance. This includes adherence to the following:
 - a) State, federal, and local safety and health requirements that are in effect or that may take effect during the work;
 - b) Guidance and work instructions;
 - c) Site-specific rules and/or addenda.

It is the responsibility of the Contractor to enforce these safety requirements with her/his own personnel as well as with personnel of sub-contractors who he/she engages for performing the requested work action. Compliance with these safety requirements does not (1) relieve or diminish the responsibility of the Contractor to perform the work in a manner that complies with applicable Federal, State and local laws, rules, regulations and/or requirements and with all applicable provisions of the Contractor’s contract with Eversource regarding the work (the “Contract”), nor (2) relieve the Contractor from liability to Eversource or others for negligent or improper performance of the work, as provided in the Contract.

4. Each Contractor is and shall remain an independent Contractor as to all work performed under the contract. Nothing herein shall relieve Contractors of their sole responsibility for the safety of their employees and their work performance. As such, Eversource expects them to take appropriate action to ensure that safety and health requirements are adhered to.
5. Neither compliance with these Work Rules nor Eversource’s approval of any actions or procedures of the Contractor shall relieve the Contractor of its obligation to always use due care in performing work and to take any additional precautions necessary to prevent injury, adverse effects to the public, and/or property damage. The Contractor shall ensure safe work practices, protect their employees and monitor the project’s safety and health effects during the work.

6. Safety Statistics - Contractors, subcontractors, and other Contractor representatives must maintain work site records of miles driven, hours worked, and of all incidents, near miss events, injuries and illnesses occurring and reported at the work site, specifically identifying those injuries that meet the Occupational Safety and Health Administration (OSHA) definition of "recordable." Eversource shall be provided with copies of such work site injury, work hour and mileage records at the completion of the job or as requested.

Eversource's focus on evaluating Contractor safety performance, as demonstrated by work site injury and illness statistics, indicates to Contractors that satisfactory performance extends far beyond pre-bid and pre-job submittals and discussions. Such statistics can also be used to measure the effectiveness of Contractor safety programs and the Contractor's performance of the work.

7. The Contractor shall assign or designate a competent person(s) as required per OSHA at each job site. The competent person is one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them. Contractors will document such designation and shall maintain such documentation upon the work site and make it available to Eversource representatives at their request.

Contractor's competent person shall take appropriate corrective actions for safety violations committed by personnel of Contractor or its sub-contractors. However, if the Eversource liaison notes safety violations either as to personnel or equipment, the Eversource liaison will be empowered to halt work progress at the Contractor's expense until such time that the unsafe condition has been corrected.

8. Penalty for Non-Conformance - Any Contractor or sub-contractor who fails to take the necessary safety corrective measures to conform to these safety requirements shall be brought to the attention of Eversource, with a recommendation for one or more of the following remedies with regard to the contractor:
 1. Suspension of work in progress.
 2. Probation or termination of any and all active contracts.
 3. Removal of the contractor from Eversource's approved contractor list.

II. General Safety and Health Rules

1. Planning and Forethought - The Contractor shall exercise planning and forethought regarding all work. As a minimum, this requires the Contractor to apply the same planning and management skills to the safety aspects of the job as to the bid preparation, work assignment, job scheduling, and other productivity and quality aspects.

To facilitate this planning process, Contractors are required to complete a Job Hazard Assessment (JHA) for each phase of the job they are working. The JHA shall be communicated to all workers. In some cases, a Contractor shall develop a site specific safety plan for the work and/or assign a person with full-time or collateral safety oversight responsibilities. These documents along with documentation showing that JHAs have been reviewed with employees shall be maintained by the contractor and provided to Eversource upon request.

2. Emergency Response/Medical - Prior to the start of work, Contractors must coordinate their emergency response/E-911 protocol plans with Eversource. This may include preferred means of reporting and responding to medical, security emergencies, evacuation alarms and routes, available medical treatment facilities, etc. Contractors shall be equipped with their own first aid kits and are responsible for arranging for transportation for their employees to receive medical attention for minor injuries.

3. Safety Oversight - Certain jobs based on size and/or complexity may require contractor safety oversight. At a minimum, jobs with 30 or more employees (including sub-contractors) for extended periods of time (2 weeks or greater) shall require a full time safety professional. Oversight shall be coordinated with Eversource and jobs meeting the size or complexity requiring contractor safety oversight will be identified during the pre-bid process.
4. Job Brief - High Exposure Contractors (Civil, Line, Electrical, Test, Vegetation Management, Gas, General Construction, etc.) must conduct documented Job Briefs (commonly known as Safety Briefs, toolbox discussions, tailboard discussions, etc.) with all workers that will be involved in the job at the start of each shift, when the scope of work changes, and/or before new work assignments. These discussions must cover at a minimum: Hazards associated with the job, work procedures involved, special precautions, energy source controls, source of where energy is coming from, personal protective equipment requirements, scope of work, location, rescue process, special tools and equipment required to perform work safely and Eversource site specific safety requirements. Contractors shall maintain such documentation upon the work site and make it available to Eversource representatives at their request.

All other contractors (Low Exposure) shall perform a similar Job Brief, but it need not be documented.

5. Training - Contractors shall have training and certification records, licenses, and other such documentation for their employees that are pertinent to the work to be performed either on site or available within twenty-four hours and subject to review by Eversource, upon formal request.
 - A. Eversource Safety Orientation Review - Contractors shall provide a review of the Eversource Contractor Safety and Health Work Rules (and applicable addendums) and all specific JHAs and safety plans to all personnel and all subcontractors prior to commencing work activities. The review shall be documented (Appendix E Eversource Contractor Safety Awareness of the pre-qualification questionnaire).
 - B. OSHA 10 Hour Training - All Vegetation Management, General Construction, Civil, Line, Electrical and Test contractor Supervisors with greater than 6 employees under their routine direct supervision shall have at a minimum a 10-hour OSHA training certificate (General Industry, Construction or Transmission & Distribution (T&D)). Contractors under other contract types may be required to have training at the discretion of Eversource.
6. Inspection and Maintenance Records - Inspection, maintenance, repair, and certification records of cranes, hoists, personnel lifts, scaffolds, excavations, etc., are subject to Eversource review and must be readily available, upon formal request.
7. Alcohol, Controlled Substances, and Weapons - No alcoholic beverages, beverages labeled as non-alcoholic, controlled substances (other than prescribed drugs), or weapons are allowed on Eversource facilities, properties or work sites, including parking lots, nor shall any worker under the influence of alcohol and/or drugs be allowed on Eversource facilities, properties, or work sites. The sale or use of alcohol and/or controlled substances on Eversource facilities, properties, or work sites is strictly prohibited. All Contractor and sub-contractor personnel reporting for work in an unfit condition to safely perform assigned work functions shall be immediately dismissed from the work site.
8. Regulatory Inspections - Contractors shall promptly inform the Eversource liaison of any and all inspections, visits, observations, audits, or inquiries of any kind (telephone, electronic, in-person, etc.) (collectively "Inspections") affecting or pertaining in any way to the Contractors' work under the contract by any federal, state or local agency, and the reasons therefore. Contractors shall keep the Eversource liaison updated on the status of any regulatory matters arising out of such Inspections, including but not limited to safety, health citations and/or violations.

III. Specific Safety and Health Rules

1. Trenching and Excavating - No trenching or excavation work may begin until the Contractor has designated a competent person to oversee the work and has informed Eversource of the name(s) of the competent person(s) and the basis for such determination. Contractors are to assume the soil is Type C unless they prove otherwise with appropriate engineering tests. Contractor is responsible for contacting the appropriate "Call Before You Dig" or "Dig Safe" agency the requisite number of days (typically 2 to 3 business days) prior to the planned start of any excavation. An active "Call Before You Dig" or "Dig Safe" clearance is required before any mechanical excavation work. All unattended trenches and excavations at a minimum shall be guarded to prevent inadvertent falls. Contractors must also comply with all state specific regulations, including responsibility for maintaining and renewing mark-outs.

Work areas shall be cleaned up at the end of each day or more often if conditions warrant. Excess backfill material shall be removed promptly and transported to designated facilities in accordance with Eversource Environmental Materials Handling Guidelines. All street surfaces and sidewalks swept clean at the end of each day.

2. Scaffolding - No scaffolding work may begin until the Contractor has designated a competent person to oversee the work and has informed Eversource of the name(s) of the competent person(s) and the basis for such determination. 100% fall protection or restraint is required at all times during erection, maintenance, use and dismantling of the scaffold whenever the fall hazard is six (6) feet or greater unless the competent person possesses documentation clearly describing why using 100% fall protection or restraint is not feasible or creates greater hazards. The documentation shall also describe the methods that will be implemented to achieve as close to 100% fall protection or restraint as possible. Scaffold components may not be used for fall protection or restraint anchorage unless Contractor similarly possesses documentation by a "qualified person" as defined by OSHA 29CFR 1926.450 validating the suitability of the components for such use. All documentation must be readily available for review by Eversource. In addition, from the time scaffold erection is begun until scaffold dismantling is completed, the competent person shall inspect all scaffolding and associated components at least once each work shift prior to their use and shall affix signs, tags, or equivalent means to conspicuously mark whether the scaffolding is or is not safe to use. Transfer of responsibility for the maintenance and inspection of the scaffolding must be coordinated and clearly noted among Eversource and other parties involved.
3. Fall Protection - 100% fall protection is required for all workers exposed to fall hazards of four (4) feet or greater from structures that support overhead electrical lines (e.g., poles, towers, structures), six (6) feet or greater, in other construction activities, and lesser heights with the potential for serious injury, unless the competent person possesses documentation clearly describing why using 100% fall protection or restraint is not feasible or creates greater hazards. The documentation shall also describe the methods that will be implemented to achieve as close to 100% fall protection or restraint as possible.
4. Housekeeping - Contractors shall keep the job site neat, clean, and free of debris, trash, and hazards. Contractor shall store all materials in a neat and orderly fashion. At a minimum, the Contractor shall police the work area at the end of each shift.
5. Hot Work - Hot work is any work that involves the use of burning or welding equipment, brazing equipment, explosives, open flames, grinders, and any other activity that produces a flame, spark, or excessive heat. Hot work shall be coordinated with the Eversource liaison in advance. Hot work requires the Contractor to conduct a hazard assessment and take appropriate actions to prevent the ignition of combustible and flammable materials, including but not limited to the use of welding tarps, fire watches, and the ready availability of fire extinguishers rated for the specific nature of the anticipated fire hazard(s). Fire watches shall remain in place 30 minutes after hot work stops. Any local or state required hot work permits shall be secured by the contractor.

6. Smoking - Smoking is prohibited in and within 25 feet of all Eversource facilities, within 25 feet of flammable materials, and in other areas designated as such.
7. Hoisting and Rigging - Contractors must certify that all operators of mobile equipment such as cranes, derricks, boom lifts, etc., have been trained and certified on the proper operation of the equipment. Non-operators, such as Signal Persons, shall also be trained and have proper certifications. Copies of this training and certification shall be maintained on the project by the Contractor and provided to Eversource upon request. Mobile crane operators must be qualified on each specific crane (type & rating) they are assigned to operate through a testing and qualification procedure.

The Contractor shall not move loads suspended from mobile equipment without the load being secured to prevent swinging. Tag lines shall be used on all loads except when there is a danger of the equipment, load, or tag line making contact with energized parts. Swing load radius must be flagged and kept clear during operation of all cranes. Lifting devices and hardware (slings, chain, shackles, etc.) shall be rated and properly connected for the application. Load charts shall be available and no load may be lifted until its weight has been determined.

Certain high risk hoisting operations will require a comprehensive lift plan. Plans shall be coordinated with the Eversource liaison.

8. Guarding of Holes and Openings - The Contractor shall guard or place appropriate barricades around temporary openings in floors, walls, excavations, etc., to prevent inadvertent entry. Covers over excavations or floor holes shall be of sufficient strength (2 times maximum load), conspicuously marked to indicate the hazard and the danger of removal, and secured to prevent inadvertent movement or removal whenever feasible.
9. Ladders - Only ladders constructed of fiberglass may be used in and around electrical equipment, including substations. Ladders are to be properly positioned. Straight and extension ladders are to be tied off at the top and bottom or footed by another person. Step ladders may be used only in the fully open position with the spreader brackets locked in place. No person may stand or sit on the steps or platforms on which standing or sitting is prohibited.
10. Tools and Equipment - Contractors are responsible for providing proper tools and equipment. Except in rare or emergency situations, Eversource will not provide or lend tools or equipment, including personal protective equipment (PPE). Tools and equipment shall be maintained in safe condition and used as designed and without removing, defeating, or otherwise compromising guards or other safety devices.
11. Walks and Roadways - When working on Eversource facilities, properties, or work sites, Contractors shall not hinder or obstruct the normal flow of vehicular or pedestrian traffic without prior coordination with the Eversource Liaison. In such cases, appropriate actions must be taken to alert traffic of the hazard and/or control the flow of traffic to ensure safety. In such cases, Contractor shall provide approved lights, barriers, signs, warning devices, signal persons, and/or other precautions appropriate to the situation.
12. Lock out/Tag out - Work at Eversource facilities may require the use of a lock out/tag out system. The Contractor is to coordinate lock out/tag out with the Eversource liaison. In some cases, the Contractor may be required to comply with Eversource's lock out/tag out requirements.

Switching and Tagging - all T&D switching and tagging must comply with the applicable operating company procedures, including placement on the Eversource Qualified Person's Lists (QPL). Request additional information from your Eversource liaison.

13. Confined Space Entry (including Enclosed Space Entry) - Contractor is to consider all confined spaces as permit-required confined spaces (except enclosed spaces per OSHA 1910.269) until informed otherwise by Eversource or until Contractor conducts a written hazard assessment that documents otherwise. The Contractor is to coordinate all entries into confined spaces (whether permit-required confined spaces, non-permit confined spaces, or enclosed areas) with the Eversource liaison, the local facilities/building supervisor, and other work groups to ensure each other's activities will not affect the safety or health of any person.
14. Personal Protective Equipment (PPE) - As a minimum, most physical work requires the use of safety glasses (including side shields) meeting the ANSI Z87 standard, safety shoes meeting the ASTM F 2413-05 international standard, and head protection shall be ANSI Z89.1 Type I class E&G. EH Rated Safety Footwear meeting ASTM F2413-05 (M I/75/C75/Mt75), (steel toe or composite) footwear will be required for all electrical overhead, underground and substation work. Contractors shall comply with local Eversource PPE requirements for the location or the type of work. Determining any additional PPE requirements is the responsibility of the Contractor. The Contractor's PPE hazard assessment certifications are subject to review by Eversource.

OH Line Work - Class II high voltage rubber gloves and sleeves or greater are required to be worn at all times whenever an employee is exposed to conductors that could be energized or become energized. Exceptions to this requirement will be provided by the Eversource liaison and/or Eversource Safety.

15. Barriers, Warnings, Signs, and Signage - Work areas, whether indoors or outdoors, restricted to entry by authorized persons shall be clearly marked and delineated. Unless otherwise permitted, such marking shall consist of conspicuous rope or tape barrier with appropriate DANGER, CAUTION, or other appropriate signs that (1) note the nature of the hazard and (2) provide guidance to the reader. When the signs or barriers are not available or their use is not practicable, such as for a momentary hazard exposure, the Contractor shall post employees to prevent others from being exposed to the hazard(s).
16. Work Area Protection - Traffic control must meet the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD) guideline. 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 you and your work zone.

All workers, who are exposed either to traffic (vehicles using the highway for purposes of travel) or to work vehicles and construction equipment within the work zone must wear high-visibility safety apparel that meets performance Class 2 or 3 requirements.
17. Communications with Eversource Personnel - Planned work activities which may affect Eversource personnel or disrupt their work shall be coordinated with the Eversource liaison and communicated to such personnel far enough in advance to allow for coordination, accommodations, or resolution of conflicts.
18. Asbestos, Lead, and Other Hazardous Substances - Asbestos, lead, and other hazardous substances may exist on or at Eversource facilities, properties and work sites. Eversource will inform the Contractor of the known presence, location, and quantity of such substances in or adjacent to areas in which the Contractor is expected to work, and the Contractor shall so inform its employees, bring to Eversource's attention any suspect or questionable substances that may be encountered during the course of work, and take appropriate precautions.
19. Nail Guns and Powder-Actuated Tools - Nail guns, Hilti Guns, powder activated nail gun and similar tools shall be used in such a manner to ensure the projected fastener cannot miss or penetrate the intended surface and strike an unintended person or object, including but not limited to the fastener becoming an airborne projectile. Precautions include but are not limited to directing the line of fire

away from other persons, including passersby, preventing access to the opposite sides of nailing surfaces (e.g. walls) and preventing access closer than 20 feet to Hilti or powder activated nail i.e., gun use. Powder actuated tools shall require the use of a Hot Work Permit in the area of natural gas, propane or LNG facilities (see Rule #5)

20. Arc Rated Flame Resistant (FR) Clothing/Arc Flash Protection - The wearing of arc rated flame resistant clothing is required in certain locations (e.g., substations, energized distribution primary zone) and while performing certain electrical or natural gas activities. The Contractor is to consult with the Eversource liaison to determine the specific requirements for FR Clothing, including arc flash protection. All FR clothing shall meet ASTM F1506 or ASTM F1959 and OSHA 29 CFR 1910.269 for electrical work. All FR clothing shall meet NFPA 2112 and 2113 for affected natural gas, propane or LNG work activities.

21. Electrical Awareness - Low and high voltage electrical lines and equipment exist throughout the Eversource system. The Contractor must provide, to all persons working under a contract, or ensure they have received, electrical awareness training appropriate to the work they will be performing. The intent of the training is to ensure persons understand the hazards of electricity and the actions they must take to prevent inadvertent contact.

Persons may enter a substation or switchyard only if they have: (1) attended a pre-entry safety training class and are escorted by an approved escort; (2) received a pre-entry safety briefing appropriate to the work they will be performing and are escorted by an approved escort; or (3) completed unescorted access training and been granted unescorted access privileges by appropriate Eversource personnel.

22. Grounding for the Protection of Employees - To work lines or equipment as deenergized, the lines or equipment shall be deenergized, tested for potential and grounded according to current OSHA regulations. Equipotential zone - Temporary protective grounds shall be placed at such locations and arranged in such a manner as to prevent each employee from being exposed to hazardous differences in electrical potential.

Protective grounding equipment shall be capable of conducting the maximum fault current that could flow at the point of grounding for the time necessary to clear the fault. Contact your Eversource liaison for specifics on work location fault currents. Work on transmission lines shall require an ampacity greater than or equal to that of 4/0 copper, unless engineering study proves otherwise.

23. Vehicle Operation - Vehicles shall be parked to avoid backing whenever practical. If backing is necessary, it shall be done upon arrival. Before moving a parked vehicle, operators shall conduct a circle safety check to identify persons and objects. If more than one employee is in/on/near a vehicle, one employee shall be positioned outside the vehicle to aid the driver when backing is necessary.

24. Hazard Communication - All Safety Data Sheets and associated instruction/warning sheets must be provided to Eversource upon request. Contractor must also have a copy of its Hazard Communication program available. All containers used to handle chemicals, fluids, or hazardous material must be labeled. Minimum label requirements are product name, manufacturer or distributor, and hazard warning and shall meet OSHA and/or the United Nations Globally Harmonized System (GHS) of Classification and Labeling of Chemicals.

25. Event Reporting - Contractors shall report immediately (no later than end of shift) to the Eversource liaison, the following:

- all workplace hazards, unsafe conditions / concerns, injuries, illnesses, vehicle accidents, near miss events, outages (gas and electric) damage to property or equipment and other safety-related or environmental incidents (e.g., near-misses, fires, spills);
- safety, health, or environmental inspections or other inquiries by governmental authorities, deviations from governmental or site requirements;
- All work related fatalities, impatient hospitalizations, amputations and losses of an eye.

Eversource also requires Contractor management to analyze all occupational injuries, illnesses, vehicle accidents and other safety-related or environmental incidents, identify their causes and actions taken to prevent recurrence in a written report; and, provide copies of all injury reports and analysis to Eversource. All Incident Analysis Reports (including corrective actions) shall be completed and submitted within 10 days. Shorter time frames (eg: within 24 hours) may be imposed by Eversource for serious events.

IV. Host Employer and Contract Employer Responsibilities (also refer to Appendix I)

1. Employer Information Transfer Policy - When a contract employee is performing work at a location owned by a particular employer, the contractor’s direct employer (the Contract Employer) and the Host Employer have certain specific responsibilities. The *Host Employer* is the employer that operates or controls the operating procedures for an electric power generation, transmission, or distribution installation on which a contract employer is performing work. The *Contract Employer* is the direct employer (other than a host employer), of a contract employee performing work for the Host Employer.
2. Before contract work begins, the Host Employer informs contract employers of:
 - The characteristics of the Host Employer’s installation that are related to the safety of the work to be performed.
 - This Host Employer provides known information based on Existing Characteristics and Conditions. (Existing Characteristics and Conditions are facts the host employer can obtain from its existing records through the exercise of reasonable diligence of the electric system.)
 - Conditions related to the safety of the work to be performed, that are known to the host employer.
 - The Host Employer is only required to provide information to contract employers that the host employer can obtain from its existing records through the exercise of reasonable diligence.
 - Information about the design and operation of the host employer’s location that the contract employer might need in order to make assessments.
 - Any other information about the design and operation of the host employer’s installation that is known by the host employer, which the contract employer requests (and that are related to the protection of the contract employees).
3. Similarly, Contract Employers must comply with the following requirements:
 - The Contract Employer ensures that each of its employees is instructed in the hazardous conditions relevant to the employee’s work that the Contract Employer is aware of as a result of information communicated to the Contract Employer by the Host Employer.
 - Before work begins, the Contract Employer advises the Host Employer of any unique hazardous conditions presented by the Contract Employer’s work.
 - The Contract Employer advises the Host Employer of any unanticipated hazardous conditions found during the Contract Employer’s work that the Host Employer did not mention The Contract Employer provides this information to the host employer upon discovering the hazardous condition.
 - The Contract Employer and the Host Employer coordinate their work rules and procedures so that every employee of the contract employer and the host employer is protected, as required.
 - Contractors conduct a detailed Job Briefs to cover all known hazards.

APPENDIX F**CONTRACTOR'S RESPONSIBILITIES FOR SAFETY AND HEALTH COMPLIANCE**

Any questions pertaining to these specifications should be directed to the Procurement Agent or a Eversource company representative.

1. Contractor is aware of and has reviewed all safety and health practices, programs or specifications which Contractor has agreed to use and abide by, including without limitation, the following:
 - Eversource Contractor Work Rules and addenda;
 - All safety and health practices and programs;
 - All safety and health practices, programs or specifications set forth in the General Terms and Conditions or other contract documents;
 - All safety and health special conditions or other specifications;
2. All Contractor employees and subcontractors have been or will be made aware of all such specifications before starting work.
3. All Contractor employees and subcontractors will utilize and abide by these specifications.

EVERSOURCE MUTUAL NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT

1. In connection with discussions between Eversource Energy Service Company (“**Eversource**”) and RISE Engineering (“**Company**”), with respect to potential transactions involving the purchase and/or sale of goods, services and/or other items (the “**Transactions**”), each party (as to information disclosed by it, the “**Disclosing Party**”) is prepared to furnish the other party (as to information received by it, the “**Receiving Party**”) with certain confidential and proprietary information. “**Confidential Information**” as used in this agreement (the “**Agreement**”) shall mean all such confidential information that is or has been disclosed by the Disclosing Party or its Affiliates (defined below), including information that is clearly marked “Confidential” or otherwise identified as confidential, including the subject matter and content of any discussions or communications between the parties (or any of its officers, directors, shareholders, employees, agents or affiliates), whether in writing or otherwise, and irrespective of the method or medium of transmission, which may relate to, concern or contain the Disclosing Party’s confidential information relating to, without limitation, operations, systems, assets, critical infrastructure information, policies and procedures, business objectives, products, product designs, technology, pricing, finances or financial performance; acquisition, operational or marketing strategies or projections. Confidential Information also includes, but is not limited to, personal data as defined in this Agreement or by applicable law, whichever is broader, and personal data shall not be required to be marked “Confidential” or “Proprietary” to be treated as Confidential Information under this Agreement. As used in this Agreement, “**personal data**” means any information relating: (x) to an identified; or (y) to a directly or indirectly identifiable, natural person. All other information shall be deemed to be non-confidential. As used in this Agreement, an “**Affiliate**” with respect to a party means any entity (including without limitation any individual, corporation, company, partnership, limited liability company or group) that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such party.

2. The Receiving Party agrees, except as required by law, to: (a) protect the confidentiality of the other party’s Confidential Information in whatever form maintained, including any notes, summaries, reports, analyses, or other material derived by the Receiving Party, its Affiliates, or its or their Authorized Parties (defined below), in whole or in part, from the Confidential Information (collectively, “**Notes**”); (b) use the Confidential Information and Notes only for the purposes of evaluating possible Transactions and the terms thereof; (c) use the same degree of care as with its own confidential information, which shall be at least a reasonable standard of care, to prevent disclosure of the Confidential Information and Notes, except to its Affiliates, and its or their officers, directors, employees, agents, advisors, representatives, service providers, consultants and/or subcontractors (collectively, “**Authorized Parties**”), solely to the extent necessary to permit them to assist the Receiving Party in evaluating Transactions; and (d) not disclose to persons (other than those described in clause (c) above) that the Confidential Information has been made available, that the Receiving Party is considering Transactions or that the parties have had or are having discussions or negotiations with respect thereto. The Receiving Party further agrees that prior to disclosing any Confidential Information to its Affiliates, or its or their Authorized Parties, as allowed hereunder, the Receiving Party shall advise such Affiliates and/or Authorized Parties of the confidential nature of the Confidential Information, and either: (x) direct them to abide by the terms of this Agreement; or (y) ensure they are under written agreement with the Receiving Party that establishes confidentiality and use restrictions regarding such Confidential Information that are no less restrictive than those set forth herein. The Receiving Party agrees to be responsible for any breach of this Agreement by it, its Affiliates, or its or their Authorized Parties. Each party acknowledges that money damages would not be a sufficient remedy for any breach of this Agreement. Accordingly, in the event of any such breach, in addition to any other remedies at law or in equity that a party may have, it shall be entitled to seek equitable relief, including injunctive

relief, specific performance, or both (although neither party shall be entitled to any special, consequential, indirect, punitive, or exemplary damages as a result of a breach of this Agreement, whether a claim is asserted in contract, tort, or otherwise). Nothing herein is intended to limit or abridge the protection of trade secrets under applicable trade secrets law, and trade secrets shall be maintained as such until they fall into the public domain. Company shall limit its disclosure to Eversource to Confidential Information directly related to the Transaction. All other information disclosed to the Receiving Party shall be considered non-confidential, unless the information disclosed contains any confidentiality markings.

3. This Agreement shall be inoperative as to particular portions of the Confidential Information disclosed by the Disclosing Party if such information: (a) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, its Affiliates, or its or their Authorized Parties; (b) was available on a non-confidential basis prior to its disclosure to the Receiving Party; (c) is or becomes available to the Receiving Party, its Affiliates, or its or their Authorized Parties on a non-confidential basis from a source other than the Disclosing Party when such source is not, to the best of the Receiving Party’s knowledge, subject to a confidentiality obligation with the Disclosing Party; or (d) was independently developed by the Receiving Party, its Affiliates, or its or their Authorized Parties, without reference to the Confidential Information, and the Receiving Party can verify the development of such information by written documentation.

4. If either party decides not to proceed with a Transaction, or upon any other termination of this Agreement, the Receiving Party will, upon request from the Disclosing Party, promptly: (a) return or destroy all Confidential Information disclosed to it; and (b) destroy, with such destruction to be certified by the Receiving Party, all Notes, without retaining any copy thereof. No such termination of the Agreement or return or destruction of the Confidential Information or Notes will affect the confidentiality obligations of the Receiving Party, its Affiliates, or its or their Authorized Parties, all of which will continue in effect as provided in this Agreement. Nothing in this Section 4 shall require either party or any of their respective Affiliates and/or Authorized Parties to return, destroy, or delete copies of any computer records and/or files containing the Confidential Information that have been created pursuant to automated processes such as document retention/archiving and/or back-up policies/procedures, provided that each and any such copies: (x) are kept confidential and cannot be accessed in the regular course of business; (y) are maintained and archived in compliance with reasonable information security standards; and (z) are properly deleted as required by the Receiving Party’s document retention/archiving and/or back-up policies/procedures.

5. Each party shall retain ownership of all Confidential Information and intellectual property it had prior to commencement of the discussions and evaluation referred to in this Agreement. Eversource shall own exclusively all rights in ideas, strategies, plans, and data, created in or resulting from Transaction related discussions between Company and Eversource, including all proprietary information and other intellectual property rights. Except as set forth in this Agreement, nothing in this Agreement shall be deemed to grant a license directly or by implication, estoppel, or otherwise, although the parties may provide for such a license in an express written agreement.

6. If either party or any of their respective Affiliates or Authorized Parties is requested or required, by interrogatories, subpoena, or similar legal process, to disclose any Confidential Information or Notes, such party agrees to provide the Disclosing Party with prompt written notice of each such request, to the extent practicable, so that the Disclosing Party may seek an appropriate protective order, waive compliance by the Receiving Party with the provisions of this Agreement, or both. If, absent the entry of a protective order or receipt of a waiver, the Receiving Party is, in the opinion of its counsel, legally compelled to disclose such

EVERSOURCE MUTUAL NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT

Confidential Information or Notes, the Receiving Party may disclose such Confidential Information or Notes to the persons and to the extent required without liability under this Agreement and will use its best efforts to obtain confidential treatment for any Confidential Information or Notes so disclosed.

7. This Agreement contains the entire understanding between the parties relating to the subject matter contained herein and supersedes all prior and collateral communication, reports, and understandings between the parties relating thereto. This Agreement is not intended as a teaming, joint venture, or other such arrangement. No change, modification, addition to, or waiver of, any provision of this Agreement shall be binding unless in writing and signed by authorized representatives of both parties. Except as provided herein, the parties agree that any disclosures contemplated hereunder, and any discussions or communications between the parties relating thereto, shall not restrict either party's right to take whatever future actions such party unilaterally determines to be in its best interests, including: (a) the right to discontinue discussions with the other party at any time; or (b) to undertake similar discussions or to enter into agreements or relationships with third parties covering subjects related to the matters covered herein. All provisions of this Agreement are severable, and if any provision or part thereof is deemed invalid or otherwise unenforceable, then such term shall be construed to reflect the closest lawful interpretation of the parties' original intent, and the remaining provisions of this Agreement shall remain valid, enforceable, and binding. This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature page of any such counterpart, or any facsimile transmission thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any facsimile transmission of any signature of a party shall be deemed an original and shall bind such party. The Receiving Party shall notify the Disclosing Party in writing immediately upon discovery of any loss, unauthorized disclosure, or use of the Confidential Information and/or Notes, or any other breach of this Agreement by the Receiving Party, its Affiliates, or its or their Authorized Parties. In any such event, the Receiving Party shall help the Disclosing Party in every reasonable way to regain possession of the Confidential Information and/or Notes, and shall prevent any further unauthorized disclosure or use. This Agreement will be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign this Agreement or any of their rights and obligations hereunder, or delegate the performance thereof to a third party without the prior written consent of the other party. For the avoidance of doubt, the Disclosing Party's Affiliates disclosing Confidential Information under this Agreement shall be third party beneficiaries of this Agreement. Except as expressly provided in the foregoing sentence, nothing in this Agreement is intended to or shall confer to any third party any benefit or right to enforce any term of this Agreement. Any failure by a party hereto to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of that party's right to subsequently enforce such provision or any other provision of this Agreement.

8. Company and Eversource each agree to take such measures as may be necessary to ensure that the disclosure of Confidential Information complies with any export control laws which may govern such disclosure. The Receiving Party shall indemnify and hold the Disclosing Party harmless from all claims, demands, damages, costs, fines, penalties, attorneys' fees, and all other expenses arising from its, its Affiliates, or its or their Authorized Parties failure to comply with this clause and/or applicable export control laws and regulations.

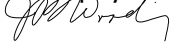
9. This Agreement shall be effective when duly signed by both parties and shall continue for a period of two (2) years from such date and thereafter will not be automatically renewed. This Agreement can be terminated by either party in writing upon thirty (30) days' written notice.

Any and all obligations of confidentiality shall nonetheless survive any such termination and/or expiration of this Agreement for a period of five (5) years unless otherwise agreed between the parties in writing provided however that for Confidential Information containing personal data or critical infrastructure information, Company's obligations of confidentiality shall nonetheless survive any such termination and/or expiration of this Agreement for so long as such information is under the control of Company.

10. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Connecticut, excluding its conflict of laws rules. If the parties have a controversy, dispute or difference arising out of this Agreement, either party may initiate litigation in the courts of Hartford County, Connecticut with subject matter jurisdiction. The parties submit to the jurisdiction of said courts and waive any defense of *forum non conveniens*. The parties waive all rights to jury trials.

This Agreement shall commence on the date last signed below.

Eversource Energy Service Company

Signature: 

Print or Type Name: June Wooding

Title: Category Lead

Date: 5-22-2020

Company: RISE Engineering, a division of Thielsch Engineering, Inc.

Signature: Jean-Paul Vandeputte
Digitally signed by Jean-Paul Vandeputte
DN: cn=Jean-Paul Vandeputte, o=RISE Engineering, ou=
email=JP.Vandeputte@RISEEngineering.com, c=US
Date: 2020.03.10 15:42:13 -0400

Print or Type Name: Jean-Paul Vandeputte

Title: Director of Engineering

Date: 3/10/2020

Instructions

This questionnaire is to be completed by the Eversource Project Team, the 3rd Party Vendor, and the Eversource CIS/Security Architecture Team.

The Eversource Project Team completes the "Project Team Questionnaire" and "Infrastructure Questionnaire" worksheets (blue tabs).

- 1** The Project Team may update some of the questions (e.g. if not a hosted solution, change it to appropriate service) to help us put questions and answers into better context.
- 2** The Eversource Project Team forwards this questionnaire to the 3rd Party Vendor. The 3rd Party Vendor completes all "Vendor Response" sections on tabs numbered 0 through 9 (green tabs).
- 3** Once completed, the 3rd Party vendor sends the questionnaire back to the Eversource Project Team.
- 4** The Eversource Project Team forwards the questionnaire to Eversource Energy Enterprise Security Architect & CISRAQ Assessor (Paulo H. Silva)
 The CISRAQ Assessor engages with the Project Team as needed to clarify vendor responses, gather additional information, and communicate the project's security risks. Once these steps have been completed, the CISRAQ is updated and approved with recommendations which will be tracked throughout the lifecycle of the project.
- 5**



Vendor Questionnaire Completion	# of Questions	Completion
0 - Vendor Overview	10	100.0%
1 - Information Security Management	22	100.0%
2 - Personnel Security	6	100.0%
3 - Systems Development and Maintenance	6	100.0%
4 - Application Security	18	100.0%
5 - System Security	10	100.0%
6 - Network Security	11	100.0%
7 - Data Security	14	100.0%
8 - Access Control	24	100.0%
9 - Vulnerability Management	11	100.0%
Total	122	100.0%

Information Security Completion	Expectations Met	Follow Up Required	Completion
1 - Information Security Management	90.9%	0	100.0%
2 - Personnel Security	100.0%	0	100.0%
3 - Systems Development and Maintenance	100.0%	0	100.0%
4 - Application Security	72.2%	0	100.0%
5 - System Security	100.0%	0	100.0%
6 - Network Security	100.0%	0	100.0%
7 - Data Security	85.7%	0	100.0%
8 - Access Control	91.7%	0	100.0%
9 - Vulnerability Management	100.0%	0	100.0%
Total	93.4%	0	100.0%

Document Change Log			
Version	Author	Date	Comments
1	Paulo H. Silva	11/24/2015	Initial Draft
2	Paulo H. Silva	12/8/2015	Updated based on initial external reviews and feedback.
5	Paulo H. Silva	12/11/2015	Eversource Integration -Test
6	Ed Witkovic	12/29/2015	Added Infrastructure Services information
7	Paulo H. Silva	2/27/2016	Updated Formulas to accommodate Ed's changes.
8	Dave Benton, Rich Barstow, Mike Tetto	12/29/2019	Refresh with input from CIP-013

Purchase Order Details

11087285: RISE Market Rate Residential Existing Buildings(RCD) 2021 - 22 EGMA PO(1)		Status :APPROVED	
Revision: 0	Date of Issue: 4/9/21	Ship Via:	
Procurement Agent: JUNE WOODING	Requested Delivery Date: 12/2/20	F.O.B.:	
Agent Email: june.wooding@eversource.com	Payment Terms: NET 30	WM Project :	
Agent Phone: 7814413376	Freight Terms:	WM WO/WR	

Vendor ID:RISEENIN-003 **Contract #:**CW2279432
Vendor Name:RISE ENGINEERING **Phone:**
 1341 ELMWOOD AVE **Fax:**
 CRANSTON, RI, 02910
Contact:
Ship To:EAST SPRINGFIELD, MA ELECTRIC WORK CENTER
 300 CADWELL DR
 SPRINGFIELD, MA, 01104 **Bill To:**EVERSOURCE BILL TO
 P.O. BOX 5017
 HARTFORD, CT, 06102-5017
Attention:CYNTHIA SHEPARD **Attention:**
Contact #: **Contact #:**
Drop Ship

PO Line: 1									
Item	Description	Qty	Units	Unit Cost	Line Cost	Tax	Total	Total Line Cost:	Required Date
	Market Rate Residential Existing Buildings			0.00	5000000.00		5000000.00	5000000.00	12/2/20
Additional Desc :									
Approved Mfg#	Model #	Part #	Instructions :						
								Total PO Cost:	5000000.00USD

Purchase Order Details

Terms and Conditions

CONTRACTOR WORK RULES

IN ACCEPTING THIS PURCHASE ORDER, THE CONTRACTOR ACKNOWLEDGES THAT IT IS FAMILIAR WITH THE SITE AND UNDERSTANDS SPECIFIC SAFETY AND ENVIRONMENTAL REQUIREMENTS FOR THE WORK REQUIRED. THE CONTRACTOR ALSO ACKNOWLEDGES THAT ALL OF ITS EMPLOYEES AND SUBCONTRACTORS WILL WORK IN ACCORDANCE WITH ALL OF THE SAFETY AND ENVIRONMENTAL REQUIREMENTS CONTAINED IN THE EVERSOURCE ENERGY WORK RULES INCLUDING, BUT NOT LIMITED TO: THE MOST CURRENT REVISION OF ‘CONTRACTOR SAFETY STANDARDS’ (FOUND AT THE EVERSOURCE ENERGY WEBSITE EVERSOURCE.COM VIA PATH > ABOUT US > BUILDERS & CONTRACTORS > CONTRACTOR SAFETY REQUIREMENTS (<http://eversource.com/content/builders-contractors>) THE CONTRACTORS SAFETY POLICIES AND PROCEDURES, AND IN ACCORDANCE WITH THE MOST CURRENT EDITIONS OF OSHA REGULATIONS 29CFR1910/1926. FAILURE TO COMPLY WITH THE EVERSOURCE ENERGY WORK RULES MAY RESULT IN TERMINATION OF THIS PURCHASE ORDER.

THE CONTRACTOR IS REMINDED THAT 29CFR1910.269 ESTABLISHES ADDITIONAL SPECIFIC REQUIREMENTS FOR WORK PERFORMED ON ELECTRIC POWER GENERATION, CONTROL, TRANSFORMATION, TRANSMISSION, AND DISTRIBUTION LINES AND EQUIPMENT, INCLUDING THE NEED TO PROVIDE WORKERS TRAINED IN FIRST AID AND CARDIOPULMONARY RESUSCITATION.

CONTRACTORS PERFORMING WORK AT OR IN THE VICINITY OF YANKEE GAS FACILITIES ARE REQUIRED TO BE OPERATOR QUALIFIED IN ACCORDANCE WITH 49CFR192 SUBPART N. REQUIRED TASKS TO BE DETERMINED BY YANKEE GAS DEPENDING ON THE TYPE OF WORK TO BE PERFORMED.

EVERSOURCE ENERGY RESERVES THE RIGHT TO REVIEW ANY AND ALL CONTRACTOR DOCUMENTATION APPLICABLE TO THE WORK, INCLUDING SAFETY MANUALS, POLICIES, PROCEDURES, TRAINING, AND QUALIFICATION RECORDS.

STANDARD: EEO/AA TYPE: PURCH TITLE: EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION

COMPLIANCE WITH LAW - SELLER SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, ORDINANCES, REGULATIONS, RULES AND ORDERS RESPECTING THE GOODS AND SERVICES PROVIDED UNDER THIS PO. THE “EQUAL OPPORTUNITY CLAUSE” (41CFR 60-1.4), THE “AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES CLAUSE” (41 CFR 60-741.4), THE AFFIRMATIVE ACTION AND NONDISCRIMINATION OBLIGATIONS OF CONTRACTORS AND SUBCONTRACTORS REGARDING SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA,

Purchase Order Details

RECENTLY SEPARATED VETERANS, AND OTHER PROTECTED VETERANS CLAUSE” (41 CFR60-250.5) AND ALL OTHER APPLICABLE FEDERAL, STATE, AND LOCAL EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION LAWS, ARE HEREBY INCORPORATED HERE IN BY REFERENCE.

SELLER SHALL COMPLY WITH THE PROVISIONS OF EXECUTIVE ORDER 13201 (29CFR PART 470).

PO GENERAL TERMS AND CONDITIONS DATED 04/02/15 APPLY TO ALL MATERIALS OR SERVICES

IN THE ABSENCE OF ANY OTHER REFERENCED CONTRACT OR CONTRACT TERMS, THE PO GENERAL TERMS AND CONDITIONS REV. 1 DATED 04/02/15 (“PO GTCs”) SHALL APPLY TO ALL MATERIALS OR SERVICES RELATED TO THIS ORDER. IF OTHER CONTRACT TERMS ARE REFERENCED THAT DISCLAIM PO GTCs, PO GTCs SHALL NOT APPLY.

EVERSOURCE TERMS & CONDITIONS CAN BE FOUND AT THE DOING BUSINESS WITH US LINK BELOW:

<http://www.eversource.com/content/supplier-terms-conditions>

STANDARD: INVLOOK TYPE: PURCH TITLE: INVOICE LOOK-UP PROGRAM NOTIFICATION FOR VENDORS

PLEASE PROVIDE THIS INFORMATION TO YOUR ACCOUNTS RECEIVABLEDEPARTMENT: AS A SUPPLIER TO EVERSOURCE, YOU CAN NOW CHECK THE STATUSOF YOUR INVOICES ON-LINE.

ENTER YOUR ZIP CODE, LOG IN ON TOP RIGHT WITH SAME LOGIN AND SCROLLTO BOTTOM OF PAGE. CLICK ON AFFILIATES UNDER DOING BUSINESS WITH US, WHICH IS ON RIGHT SIDE OF SCREEN, CLICK ON SUPPLIER ESOURCING INGREEN BOX ON LEFT IT IS THE LAST ONE LISTED. SCROLL DOWN AND ON THE LEFT AND CLICK ON CHECK INVOICE STATUS. THEN GO TO BOTTOM OF PAGE ANDENTER YOUR 8-DIGIT PO AND INVOICE AND SUBMIT. IF YOU RECEIVE MESSAGETO CONTACT ACCOUNTS PAYABLE AFTER YOU ENTER THE 8-DIGIT PURCHASE ORDER# AND INVOICE #, AND HIT SUBMIT, YOU CAN EMAIL FROM THE SITE. IN THE EMAIL, PLEASE PROVIDE YOUR INVOICE #, INVOICE DATE, INVOICE AMOUNT,AND PO AND RELEASE IF APPLICABLE. IF YOU ARE INQUIRING ABOUT AN NSTARINVOICE, PLEASE CONTACT ACCOUNTS PAYABLE AT 860-665-4592 AND PROVIDEYOUR INVOICE #, INVOICE DATE, INVOICE AMOUNT, AND CONTRACT OR PO ANDRELEASE, IF APPLICABLE.

THIS DOCUMENT SHOULD BE REVIEWED AT DOING BUSINESS WITHEVERSOURCE AT EVERSOURCE.COM

INVOICE INSTRUCTIONS

INVOICES WILL NOT BE PAID IF THEY ARE SUBMITTED WITHOUT A TYPED REFERENCE TO THE APPROPRIATE 8 DIGIT PURCHASE ORDER. PO NUMBERS MUST BE TYPED ON THE FACE OF THE INVOICE. HAND WRITTEN PO NUMBERS CANNOT BE ACCEPTED.

AS A SUPPLIER TO EVERSOURCE, YOU CAN NOW CHECK THE STATUS OF YOUR INVOICES ON-LINE USING THE WEBSITE BELOW.

www.eversource.com/invoice-lookup

THE METHOD USED TO TRANSMIT THE PURCHASE ORDER WILL DETERMINE THE APPROPRIATE INVOICING METHOD.



Purchase Order Details

PURCHASE ORDERS SENT VIA EDI SHOULD BE INVOICED VIA EDI

PURCHASE ORDERS SENT VIA EMAIL SHOULD HAVE A PRINTED INVOICE MAILED TO THE ADDRESS FOUND ON THE PURCHASE ORDER

PURCHASE ORDERS SENT VIA ARIBA LIGHT SHOULD BE INVOICED THROUGH THE LINK FOUND IN THE ORIGINAL EMAIL NOTIFICATION.

PURCHASE ORDERS SENT VIA ARIBA SHOULD BE INVOICED THROUGH THE ARIBA PORTAL.

LABELING

ITEMS WHICH HAVE EVERSOURCE ITEM NUMBERS MUST BE CLEARLY MARKED WITH OUR ITEM NUMBER AND PURCHASE ORDER NUMBER IN BOTH A NUMERICAL AND, IF WITHIN YOUR CAPABILITY, A BAR CODE LABEL IN CODE 39 FORMAT. SUCH LABELING SHOULD BE ON EACH CARTON OR PACKAGE.

THIS DOCUMENT SHOULD BE REVIEWED AT DOING BUSINESS WITH EVERSOURCE AT EVERSOURCE.COM

FIRST AMENDMENT**TO THE****COVER AGREEMENT****FOR**

Home Energy Services (N/K/A as Residential Coordinated Delivery (RCD) Services Implementation FORMASS SAVE Home Energy Services (HES) (N/K/A RCD) Program (a.k.a piggyback).

BETWEEN

EVERSOURCE ENERGY SERVICE COMPANY (“Owner”), for itself or as agent for its Affiliates, dba EVERSOURCE ENERGY (“Eversource”), and RISE Engineering (“Contractor”)

THIS FIRST AMENDMENT TO THE COVER AGREEMENT (this "Amendment") made as of February 25, 2021, between Owner, and Contractor.

WHEREAS, Owner and Contractor entered into the Cover Agreement, dated as of February 20, 2020, (the "Agreement"); and

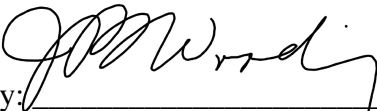
WHEREAS, Owner and Contractor wish to amend certain terms of the Agreement.

NOW, THEREFORE, in consideration of the promises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Contractor, intending to be legally bound, agree as follows:

1. Definitions. Undefined initially capitalized terms used in this Amendment shall have the meaning given in the Agreement.
2. Amendment to Agreement. The Agreement shall be amended as follows:
 - a) Adding Eversource Gas Company of Massachusetts (EGMA) dba Eversource Energy to this Agreement as the former Columbia Gas is now an Eversource affiliate under this name.
 - b) Extend to March 31, 2022
3. Effect of this Amendment. In the event of any conflict between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall control. Except as amended by the provisions of this Amendment, the Agreement shall remain in full force and effect.

- 4. Entire Agreement. This Amendment sets forth the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements between the Parties, written or oral, specifically relating to such matters.
- 5. Binding Effect. This Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date indicated in the first paragraph above.

<p>RISE Engineering, Contractor</p> <p>By: <u>Vincent R. Graziano</u></p> <p>Name: <u>Vincent R. Graziano</u></p> <p>Title: <u>President</u></p> <p>Date: <u>March 1, 2021</u></p>	<p>Eversource Energy Service Company</p> <p>By: <u></u></p> <p>Name: <u>June Wooding</u></p> <p>Title: <u>Category Lead</u></p> <p>Date: <u>3/1/2021</u></p>
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SECOND AMENDMENT**TO THE****COVER AGREEMENT****FOR**

Home Energy Services (N/K/A as Residential Coordinated Delivery (RCD) Services Implementation for MASS SAVE Home Energy Services (HES) (N/K/A RCD) Program (a.k.a piggyback).

BETWEEN

EVERSOURCE ENERGY SERVICE COMPANY (“Owner”), for itself or as agent for its Affiliates, dba EVERSOURCE ENERGY (“Eversource”), and RISE Engineering (“Contractor”)

THIS FIRST AMENDMENT TO THE COVER AGREEMENT (this "Amendment") made as of August 2, 2021, between Owner, and Contractor.

WHEREAS, Owner and Contractor entered into the Cover Agreement, dated as of February 20, 2020, (the "Agreement"); and

WHEREAS, Owner and Consultant executed the FIRST AMENDMENT on March 10, 2021 to include new service territory and extend the Agreement till March 31, 2022.

WHEREAS, Owner and Contractor wish to amend certain terms of the Agreement.

NOW, THEREFORE, in consideration of the promises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Contractor, intending to be legally bound, agree as follows:


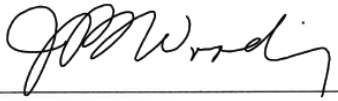
1. Definitions. Undefined initially capitalized terms used in this Amendment shall have the meaning given in the Agreement.

2. Amendment to Agreement. The Agreement shall be amended as follows:

- a) To include additional scope of work as part of the Agreement as set forth in Attachment A, attached hereto.

- 3. Effect of this Amendment. In the event of any conflict between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall control. Except as amended by the provisions of this Amendment, the Agreement shall remain in full force and effect.
- 4. Entire Agreement. This Amendment sets forth the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements between the Parties, written or oral, specifically relating to such matters.
- 5. Binding Effect. This Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date indicated in the first paragraph above.

<p>RISE Engineering, Contractor</p> <p>By: <u></u></p> <p>Name: <u>Brian Kerney</u></p> <p>Title: <u>Director of Residential Service</u></p> <p>Date: <u>8/12/21</u></p>	<p>Eversource Energy Service Company</p> <p>By: <u></u></p> <p>Name: <u>June Wooding</u></p> <p>Title: <u>Category Lead</u></p> <p>Date: <u>8/12/2021</u></p>
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ATTACHMENT A – SCOPE OF WORK

As the Lead Vendor (LV) for Eversource Gas of MA, **RISE Engineering** (“RISE”) presents this proposal to provide ancillary Lead Vendor services in support of the DOE Home Score initiative in MA.

Scope and Deliverables

By the end of 2021, RISE will begin delivering DOE Home Scores on behalf of Eversource Gas of MA (EGMA).

RISE has drafted implementation plans for DOE Home Score and Remote Mentoring and Desktop Quality Assurance for EGMA that have high levels of similarities with other MA Program Administrators. These documents provide details on RISE’s approach to delivering the DOE Home Score. See Attachments A and B.

RISE will:

- Set up Energy Specialists for DOE simulation training
 - Plan to start with RISE Energy Specialist first then HPCs
 - Will be a rolling admissions process to the DOE training and Home Score offering
 - RISE will consider a DOE simulation Prep class/presentation to help Energy Specialists complete the simulation training easier
- Provide mentoring services as required by DOE Home Score to Energy Specialist
 - This entails one in-person or remote session on a “faux” customer home, usually the home of the Energy Specialist or a friend/family member
 - The Energy Specialist must conduct at least 3 Home Scores that are reviewed/approved by the RISE mentor before they are given to the customer prior to offering the Home Score on a consistent basis
- Provide the initial DOE Home score to qualifying customers
- Provide, in most cases, a Desktop QA of 5% of the initial Home Scores
 - In-person QA may be used as part of other LV QA/QC services or if additional mentoring is required for an individual
 - Consultate with Energy Specialist that don’t come within 1pt of QA results
- Provide rescoring for customers that had an initial DOE Home Score
 - RISE’s intention is to set up the Rescore process in a way that it can be completed by office administrative staff at the time of invoicing for the weatherization project.
 - This effort may initially start as a Desktop Rescore until the system is ready to perform this function
- Provide 10% QA/QC on Rescoring
 - QA/QC requirement is 5% above DOE requirement due to the nature of the Rescore being conducted electronically versus an individual entering revised inputs.

- Provide Assessment and QA/QC tracking and administrative services
- Lead Mentor Role will provide oversight to the Home Score program/process and is responsible for activities including, but no limited to:
 - Enrolling auditors
 - Providing mentoring services
 - Tracking QC percentages and equity
 - DOE Home Score portal admin and maintenance
 - Ensuring compliance with DOE and PA services
 - Creating and maintaining Home Score manual

Budget

RISE will charge per the attached schedule, Exhibit A.

EXHIBIT A

Proposed DOE Home Score Pricing – 2021-2022			
Service	Rate	Unit	Details
Fixed			
Monthly admn		Per month	EGMA portion - Reporting, invoicing, program support, supervisory oversight (Shared expense amongst other PAs)
Variable			
Lead Mentor		Per hour	Mentoring new auditors, DOE administration functions, documentation, auditor resource (To be shared amongst other PAs)
RISE auditor Training		Per auditor	DOE estimates training to be 8-12 hours plus mentoring session
HPC training		Per auditor	Pass through cost based on statewide pricing agreement
Initial Score		Per score	Add-on fee to Comprehensive audit
QC of initial Score		Per score	5% of initial Scores
Rescore		Per score	Post weatherization score, Approx 40% of initial scores
QC of rescore – piggyback on inspection		Per score	10% of rescors Anticipate the majority will be a piggyback fee as an add-on activity to our inspections, but desktop or standalone visits may be used.
QC of rescore – desktop		Per score	QC rescore option
QC of rescore – standalone visit		Per score	QC rescore option

2020-2021 Residential Allocation				
Sponsor	gas *	electric **	combined	%
CLC	0	179,292	179,292	32%
Eversource Gas of MA	296371	0	296,371	52%
Liberty Utilities	52386	0	52,386	9%
Unitil - Electric	0	25,614	2,5614	5%
Unitil - Gas	14,449	0	14,449	3%
Total	363,206	204,906	568,112	100%

Note: National Grid Cape to contribute to some cost allocations as appropriate.