MASTER SERVICES AGREEMENT

FOR

CONSTRUCTOR OF CHOICE

BETWEEN

NORTHEAST UTILITIES SERVICE COMPANY, as agent for THE CONNECTICUT LIGHT AND POWER COMPANY, WESTERN MASSACHUSETTS ELECTRIC COMPANY, AND PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, AS OWNER

AND

[__ES Boulos Company], AS CONTRACTOR

DATED: [_February 16_], 2010

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MASTER SERVICES AGREEMENT
FOR
CONSTRUCTOR OF CHOICE

THIS MASTER SERVICES AGREEMENT FOR CONSTRUCTOR OF CHOICE is made as of the [16th___] day of [February_____],2010 ("*Effective Date*"), by and between **NORTHEAST UTILITIES SERVICE COMPANY, as agent for THE CONNECTICUT LIGHT AND POWER COMPANY, WESTERN MASSACHUSETTS ELECTRIC COMPANY, and PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE** ("*Owner*"), a Connecticut corporation, with offices at 107 Selden Street, Berlin, Connecticut 06037, and [____ES Boulos Company_____] ("*Contractor*"), a [_CT_____] corporation, with offices at [_45 Bradley Drive Westbrook Maine 04092_____].

W I T N E S S E T H:

WHEREAS, Contractor is in the business of, *inter alia*, building electric transmission facilities and working within energized substations, and desires to provide, or cause to be provided, to Owner, various services including installation of materials and equipment, construction, commissioning, supervision, and related services; and

WHEREAS, Owner may from time to time engage Contractor to provide to Owner, or cause to be provided to Owner, through one or more subcontracts entered into with one or more Third Parties (as defined below) construction services including, *inter alia*, installation of materials and equipment, construction, commissioning, supervision, and related services for Project(s) (as defined below), under the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound, the Parties agree as follows:

ARTICLE 1. DEFINITION OF TERMS; INTERPRETATION

1.1 Definitions. As used herein, the following terms shall have the following meanings, provided that Owner may interpret any ambiguities or inconsistencies herein, and/or in any of the other Contract Documents, and Owner's determination shall be binding on the Parties:

"*Acceptance Test*" and "*Acceptance Testing*" shall mean, with respect to a Project, the tests described in the test plan developed in accordance with Section 16.2.

"*Affiliate*" shall mean, when used with reference to a specified Person, any Person that directly or indirectly controls or is controlled by or is under common control or ownership with the specified Person, including, in case of each Party, the ultimate parent company of such Party. For purposes of this definition, "*control*" means the power to direct the management and policies of the specified Person.

"*Agreed Change*" shall mean, with respect to a Project, any addition, deletion, or

alteration in any Work that is agreed upon between the Parties and is not the subject of any Claim or Dispute at the time of issuance of an Agreed Change Order.

"*Agreed Change Order*" shall mean, with respect to a Project, the written document issued by Owner and signed by both Parties implementing an Agreed Change pursuant to the provisions of this Agreement, and the applicable Work Release or Project-Specific Agreement.

"*Agreement*" shall mean this Master Services Agreement For Constructor of Choice, including all exhibits, schedules and appendices hereto, and any and all amendments hereto agreed to in writing by the Parties.

"*Agreement Date*" shall mean, with respect to each Project-Specific Agreement or Work Release, the effective and/or issuance date of such Project-Specific Agreement or Work Release.

"*Bankrupt*" shall mean, with respect to a Person, if such Person or any of its Affiliates (a) files a petition or otherwise commences a proceeding under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (b) makes an assignment or any general arrangement (other than an assignment undertaken in connection with a financing) for the benefit of creditors, (c) otherwise becomes bankrupt or insolvent (however evidenced), (d) has a liquidator, administrator, receiver, bankruptcy trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, *provided* that if such action is taken without the consent of such Person, then such Person shall be allowed twenty (20) days to dismiss such appointment, or (e) is generally unable to pay its debts as they fall due.

"*Business Day*" shall mean any day other than Saturday, Sunday and a Holiday.

"*CBYD*" shall have the meaning set forth in Section 12.7.

"*Certificate of Completion and Request for Final Acceptance*" shall mean, with respect to a Project, the certificate in the form set forth in Exhibit A to this Agreement.

"*Certificate of Readiness for Testing*" shall mean, with respect to a Project, the certificate in the form set forth in Exhibit B to this Agreement.

"*Certificate of Substantial Completion*" shall mean the certificate in the form set forth in Exhibit C to this Agreement.

"*CFR*" shall mean the Code of Federal Regulations.

"*C.G.S.*" shall mean the Connecticut General Statutes.

"*Change*" shall mean any Agreed Change or Directed Change.

"*Change Order*" shall mean any Agreed Change Order or Directed Change Order, each substantially in the form set forth in Appendix E-1 to this Agreement.

"*Claim*" shall mean the assertion by Contractor or Owner of a position, right, and/or remedy and/or demand for monetary or other relieve, including the documentary submission made by Contractor or Owner to evidence the making of a Claim.

"*Claiming Party*" shall have the meaning set forth in the definition of Force Majeure.

"*Construction Documents*" shall mean, with respect to a Project, all drawings, including design, development and construction drawings, computer software, plans, studies, data, reports, calculations, specifications, engineering data (including that furnished pursuant to the applicable Technical Specifications), and other documents that describe the Work and are developed pursuant to the Contract Documents.

"*Construction Maintenance and Environmental Requirements"* shall mean the construction, maintenance and environmental requirements attached as Appendix J-7 of the Work Protocols.

"*Construction Services*" shall mean those services to be performed by or on behalf of Contractor in connection with a Project, as the same are more particularly described in Schedule 5.1 hereof.

"*Contract Compensation*" shall mean, with respect to a Project, the total compensation to be paid to Contractor for all Construction Services performed by or on behalf of Contractor hereunder, calculated as those percentages provided in the applicable Work Release or Project-Specific Agreement of the total Dollar amount of all Subcontractors entered into in connection with the procurement of equipment or materials or construction of such Project, subject to the limitations set forth in Section 7.2 hereof.

"*Contract Documents*" shall mean this Agreement and, with respect to a Project, the applicable Work Release or Project-Specific Agreement, the applicable Technical Specifications, all other Exhibits, Schedules and Appendices hereto and thereto, any items specifically incorporated by reference and/or issued (including any documents issued with respect to any Change Orders) or provided by Owner to Contractor in connection herewith (including pursuant to Section 10.1), and any amendments to the foregoing agreed to in writing by the Parties.

"*Contractor*" shall mean [_ES Boulos Company_____] and its successors and permitted assigns.

"*Contractor Permits*" shall mean all of the Permits required to perform the Work in accordance with the terms hereof and designated as "Contractor Permits" in a Project-Specific Agreement, *excluding, however*, Owner Permits (if any) identified in the applicable Work Release or Project-Specific Agreement.

"*Contractor Representative*" shall mean the representative of Contractor designated pursuant to Section 11.2(a).

"*CONVEX*" shall mean The Connecticut Valley Electric Exchange, of which The Connecticut Light and Power Company is a member. CONVEX is responsible for operating the generating and transmission systems in the State of Connecticut and in western Massachusetts.

"*CPM Schedule*" shall have the meaning set forth in the applicable Work Schedule.

"*CPR*" shall mean the CPR Institute for Dispute Resolution (formerly known as the Center for Public Resources).

"*Critical Path*" shall mean, in connection with a Project, the particular sequence of tasks, activities, and/or other Milestones associated with performance of the Work that must be accomplished as scheduled in order for the Work and such Project as a whole to be completed on time and in accordance with the applicable Contract Documents, including the applicable Work Schedule; each Critical Path task, activity, or other Milestone is in whole or in part a condition precedent for a later Critical Path task, activity, or other Milestone and may not be delayed without adversely affecting the ability of the Parties to complete the Work within the time scheduled for Substantial Completion and Final Acceptance in accordance with the applicable Work Schedule, and for Owner to complete a Project on or before the date specified by Owner in the Project-Specific Agreement with respect to each Project.

"*D&M Plans"* shall mean the Development and Management Plans, if any, approved by the Siting Council with respect to a Project.

"*DEP*" shall mean any Governmental Authority substantially responsible for the Environment in any state or commonwealth in which Contractor performs Work, including the Connecticut Department of Environmental Protection, Massachusetts Department of Environmental Protection, and the New Hampshire Department of Environmental Services, as applicable, and any successor agencies thereto.

"*Direct, Incremental Cost(s)*" shall mean a measure of all reasonable charges incurred by a Party, including labor, fringe benefits, charges for direct supervisory personnel, equipment, materials, rental charges, and as-billed charges of Subcontractors/suppliers, excluding profit.

"*Directed Change*" shall mean any addition, deletion, or other alteration in the Work that, with respect to scope, compensation, schedule, or other matters, is not agreed upon between Contractor and Owner at the time of issuance of a Directed Change Order and which is therefore the subject of Owner's written direction issued and applicable to Contractor's performance thereof pursuant to this Agreement; a Directed Change may or may not be the subject of a Claim or Dispute.

"*Directed Change Order*" shall mean the written document issued and signed by Owner implementing a Directed Change pursuant to the provisions of this Agreement and/or any Work Release or Project-Specific Agreement.

"*Dispute*" shall mean a disagreement in whole or in part between Contractor and owner with respect to a Claim including (a) any disagreement as to whether a Claim exists r is well founded and/or (b) any disagreement as to the nature and/or extent of scope, schedule, cost,

and/or other impacts of a Claim.

"*Dollars*" or "*$*" shall mean United States of America Dollars.

"*DOT*" shall mean any Governmental Authority substantially responsible for the negotiation of state- or commonwealth-owned rights-of-way in any State in which Contractor performs Work, including the Connecticut Department of Transportation, Massachusetts Highway Department, or New Hampshire Department of Transportation, as applicable, and any successor agencies thereto.

"*Double Time*" has the meaning set forth in Section I, Paragraph 1.2 of the Pricing Schedule.

"*Drawdown Schedule*" shall mean, with respect to a fixed, lump sum Project, the schedule of payments on account of all or a portion of the Contract Compensation based on Contractor's satisfaction of Key Milestones.

"*Drawing*" shall mean the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work on a Project, generally including plans, elevations, sections, details, schedules and diagrams.

"*E-Business*" shall have the meaning set forth in Section 25.13.

"*Effective Date*" has the meaning set forth in the first paragraph of this Agreement.

"*Electric System Control Center*" or "*ESCC*" shall mean the entity responsible for operating the generating and transmission systems in the State of New Hampshire.

"*Encroachment Agreement*" shall mean any encroachment agreement or similar arrangement by and between Owner and the applicable DOT, as the same may be amended from time to time. Owner shall provide Contractor with a copy of the applicable Encroachment Agreement for any Project affected by the terms and provisions of such particular Encroachment Agreement, and Contractor (and each of its Subcontractors) shall abide by, and be bound by, the terms and conditions of such Encroachment Agreement with respect to its performance of the Work on such Project.

"*Environment***"** shall mean soil, land surface or subsurface strata, real property surface waters, groundwater, wetlands, sediments, drinking water supply, ambient air (including indoor air) and any other environmental medium or natural resource.

"*Environmental Coordinator*" shall mean, if required for a Project, the Person designated by Contractor as the on-Site environmental coordinator for the Work pursuant to Section 12.4(f).

"*Environmental Inspector*" shall mean, if required for a Project, the environmental inspector (or its representative) for the Project as designated from time to time by the applicable Governmental Authority.

"*Environmental Laws*" shall mean all applicable Laws and any administrative or judicial interpretation thereof relating to (a) the regulation, protection and use of the Environment; (b) the conservation, management, development, control and/or use of land, natural resources and wildlife; (c) the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, release, threatened release, abatement, removal, remediation, or handling of, or exposure to, any Hazardous Material; or (d) noise.

"*EPA*" shall mean the United States Environmental Protection Agency and any successor agency thereto.

"*Event of Default*" shall have the meaning set forth in Section 20.4.

"*Excess Soil*" shall mean any soil or other materials (including Rock and debris) excavated from a Site that is not used as backfill at such Site in connection with the Work, in all cases in accordance with the terms and conditions hereof and Law.

"*Executive Sponsor*" shall mean an executive officer of Contractor having overall responsibility for Contractor's performance hereunder and holding the position of Vice President or above within the corporate organization of Contractor's ultimate parent.

"*Final Acceptance*", unless otherwise defined in the Work Release or Project-Specific Agreement, shall mean, with respect to a Project, Owner's written determination, as determined by Owner in its sole and exclusive discretion, pursuant to Article 16, that Contractor has completed the Work on such Project in accordance with the following: (a) fulfillment of all physical and regulatory and technical requirements of the applicable Contract Documents, (b) permanent operation as a fully and properly functioning component of the Owner's electrical transmission system since Substantial Completion, and (c) compliance with all other requirements of the applicable Contract Documents to the satisfaction of Owner including (i) delivery of all documentation required or requested in connection therewith (including all certificates, approvals, as-built drawings, records or other documentation required under this Agreement with respect to the Work); (ii) completion of construction of such Project, including all Punch List Items; (iii) interconnection of such Project with the other components related to such Project as an integrated and fully functional unit; (iv) removal, transportation, and disposal of any and all waste(s) and debris (including construction debris); and (v) completion of restoration of the Site in accordance with the applicable Permits and this Agreement.

"*Final Payment*" shall mean, with respect to a Project, (a) that payment to be made to Contractor by Owner after Final Acceptance, or (b), when Owner waives the requirement in Section 16.8 hereof that Contractor submit a Certificate of Completion and Request for Final Acceptance, and opts not to issue a formal notice of Final Acceptance to Contractor, that payment to be made following Owner's receipt of Contractor's final invoice for Work on a Project.

"*Force Majeure*" shall mean an event or circumstance which prevents one Party from performing its obligations under this Agreement and/or under any Work Release or Project-Specific Agreement, which event or circumstance (a) was not anticipated as of the date of the Agreement and/or such Work Release or Project-Specific Agreement, (b) is not within the

reasonable control of the Party asserting the effects of such event or circumstances as an excuse for delay in accordance with Section 13.5 (the "*Claiming Party*"), (c) does not result from the fault or negligence of the Claiming Party, (d) the Claiming Party is unable to overcome or avoid or cause to be avoided by the exercise of Prudent Industry Practices, and (e) is caused by one or more of the following (to the exclusion of all other events or circumstances):

(i) acts of God (including fires, floods or other significant and unusual natural catastrophes) having general application to the applicable Site; *excluding, however*, inclement weather (including rain, snow, ice, high winds and extreme heat) experienced from time to time;

(ii) any Governmental Authority having jurisdiction over the Work on a Project suspends or otherwise prohibits the conduct of the Work on such Project, *excluding, however*, (1) any actions by any Governmental Authority resulting from the breach or alleged breach by the Claiming Party of any Law (including any Permit); and (2) any delay, rejection or other adverse action (including the imposition of conditions) taken with respect to any Permit for the Work on a Project to be acquired by the Claiming Party after the Effective Date; or

(iii) acts of terrorism or sabotage.

For the avoidance of doubt, neither (1) strikes, work stoppages or other labor disputes affecting Contractor and/or any Subcontractor, nor (2) commercial impracticability experienced by Contractor (including market changes, increased costs and/or insufficient money) shall constitute a Force Majeure.

"*Governmental Authority*" shall mean any federal, state, local or other governmental, regulatory or administrative agency, commission, department, board, or other governmental subdivision, court, tribunal, arbitral body, ISO-NE, DOT, EPA, DEP, the Connecticut Siting Council, the Massachusetts Energy Facilities Siting Board, the New Hampshire Siting Evaluation Committee or any other governmental or quasi-government authority or any Person exercising or purporting to exercise any governmental authority or prerogative.

"*Hazardous Materials*" shall mean (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 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.

"*Hold Point*" shall mean a step, identified by Owner in the Project-Specific Agreement, in the construction, fabrication, examination, testing, and/or commissioning process where Contractor must wait for signed approval of Owner to proceed.

"*Holiday*" shall mean a day when the following holidays are observed by Owner: New Years Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day; *provided* that (a) for Work in Massachusetts, Patriot's Day shall be included as a Holiday; (b) for Work in Connecticut, Good Friday shall be included as a Holiday; and (c) if a holiday calls on a weekend day and Owner observes the Holiday on the Friday immediately preceding such weekend day Holiday or on the Monday immediately following the weekend day Holiday, such day of observance shall be deemed a Holiday.

"*Indemnified Environmental Obligations*" has the meaning set forth in Section 22.2.

"*Indemnified Persons*" has the meaning set forth in Section 22.1.

"*Information*" shall mean all Intellectual Property, applicable Contract Documents, Construction Documents, computer software and documentation, studies, data and databases, reports, documents, designs, plans, drawings, calculations, specifications, and other documents and information arising out of and/or produced in connection with any of the Work for each Project, all in whatever form or media..

"*Intellectual Property*" shall mean any and all (a) patents, trademarks, servicemarks, copyrights, or trade secrets developed or capable of being developed, (b) devices, drawings designs, methods, specifications, calculations, data, studies, analyses or written Works developed or capable of being developed, (c) software programs and applications, (d) instructions and operating and maintenance manuals, and (e) other Information entitled to protection under Law and owned, prepared and/or furnished by, through, or on behalf of Contractor to, for, or on behalf of Owner in accordance with any requirement(s), term(s), condition(s), or provision(s) of this Agreement or any applicable Work Release or Project-Specific Agreement; *provided* that Intellectual Property shall not include any of the foregoing owned, held or developed by Contractor in connection with services or Work on a Project performed before the Effective Date.

"*ISO-NE*" shall mean ISO New England, Inc., and any successor thereto as the independent system operator (including regional transmission organization) for the regional transmission grid that includes portions of Owner's system.

"*Key Milestone(s)*" shall mean a Milestone applicable to a Project, and associated with a payment to Contractor for Construction Services.

"*Key Personnel*" shall mean the Executive Sponsor, Contractor Representative and any individuals (including personnel of Subcontractors) assigned to the Work on a Project from time to time by Contractor in accordance with the terms hereof holding the position of "General Foreman" (or equivalent) or above.

"*Last Rate Period*" has the meaning set forth in Section I, Paragraph 1.6 of the Pricing Schedule.

"*Law*" shall mean any and all constitutions, charters, acts, statutes, laws, ordinances, codes, rules, regulations, orders, consent decrees, specified standards or objective criteria of any Governmental Authority, whether or not contained in any Permit, applicable to all or any portion of the Work or the Contract Documents; any other legislative or administrative actions of the United States of America, the State of Connecticut, the Commonwealth of Massachusetts, any county or municipality having jurisdiction concerning all or any portion of the Work or the Contract Documents, or any other Governmental Authority, applicable to all or any portion of the Work or the Contract Documents; any and all final decrees, judgments or orders of any court applicable to all or any portion of the Work or the Contract Documents; any and all codes of conduct that must be met in order to perform all or any portion of the Work or the Contract Documents; and any and all applicable design, engineering, construction, building, safety, fire, blasting or electrical codes applicable to all or any portion of the Work or the Contract Documents. "Law" shall include Environmental Law.

"*Lien*" shall mean any lien, security interest, charge, claim (including any statutory, contractual or other right of any Subcontractor), mortgage, pledge, equitable interest, encumbrance, restriction on transfer, conditional sale or other title retention device or arrangement, transfer for security for the payment of any indebtedness, or other restriction or blemish on the free and full use and ownership of property.

"*Material Handling Guideline*" shall mean the Material Handling Guideline shall mean any material handling guideline applicable to a Project pursuant to Section 12.4(c).

"M.G.L." shall mean the Massachusetts General Laws.

"*Milestone*", "*Milestone Schedule*" and "*Milestone Deadline*" shall be as defined in the Work Schedule applicable to a Project.

"*Non-Owner Jobs*" has the meaning set forth in Section 5.5.

"*OSHA*" shall mean the United States Occupational Safety and Health Administration or any successor agency thereto.

"*Overtime*" has the meaning set forth in Section I, Paragraph 1.2 of the Pricing Schedule.

"*Owner*" shall mean for that portion of Work located in Connecticut, The Connecticut Light and Power Company, and for that portion of Work located in Massachusetts, Western Massachusetts Electric Company, and for that portion of Work located in New Hampshire, Public Service Company of New Hampshire, each (acting herein through its duly authorized agent, Northeast Utilities Service Company) and each of their respective successors and permitted assigns.

"Owner Permits" shall mean the Permits required to perform the Work in accordance with the terms hereof and specifically designated (if at all) to be obtained by Owner in the applicable Work Release or Project-Specific Agreement.

"*Owner Representative*" shall mean, with respect to a Project, the representative of

Owner designated pursuant to Section 11.2(b).

"*Party*" shall mean either Contractor or Owner, and "*Parties*" shall mean both of them.

"*Performance Consumables*" shall mean the consumables (including utilities) required or consumed by Contractor in connection with the Work on a Project prior to Final Acceptance.

"*Permits*" shall mean all approvals (including D&M Plans), certificates, permits, consent orders, Encroachment Agreements, rights and licenses as may be required or necessary for the proper execution and completion of a Project or any of the Work, as required by any Governmental Authority or Law.

"*Person*" shall mean a natural person, a corporation, a partnership, a limited liability company, a limited liability partnership, or any other entity.

"*Pre-existing Hazardous Materials*" shall mean Hazardous Materials existing at the Site, excluding any and all Hazardous Materials managed, used, stored, generated and/or otherwise brought onto or released from the Site by Contractor, any Subcontractor and/or any of their respective agents or employees; and excluding Hazardous Materials brought onto or released from the Site, to the extent reasonably preventable by Contractor, any Subcontractor and/or their respective agents or employees in accordance with Prudent Industry Practices.

"*Power Cable*" shall mean, if applicable to a Project, the power cable included in the Work, the associated components consisting only of splices, terminations and arresters, together with any of the foregoing furnished hereunder as spare parts in accordance with Section 9.17.

"*Price Adjustment*" shall mean, with respect to a Project, an adjustment, up or down, of the Contract Compensation in accordance with Section 14.3 as a result of Contractor achieving or failing to achieve established performance criteria.

"*Pricing Schedule*" shall mean the schedule rates, charges and methodologies applicable to the Construction Services and to Change Orders and Changes as set forth in Exhibit G hereto.

"*Project*" shall mean any particular project that may, in the exercise of Owner's sole discretion, be awarded under this Agreement to Contractor, as may be more particularly described in the applicable Work Release or Project-Specific Agreement.

"*Project Drawings*" shall collectively mean the Drawings prepared for a Project.

"*Project-Specific Agreement*" shall mean the agreement entered into by the Parties with respect to each Project in substantially the form of Attachment H-1 or Attachment H-2.

"*Property Owner Arrangements*" shall mean any restriction or agreement applicable to a Site, including any Encroachment Agreement and/or similar agreement by Owner with any Governmental Authority and agreement with private property owners, easement, use and occupancy agreement, and licenses, all as may be more particularly described in the applicable Work release or Project-Specific Agreement.

"*Prudent Industry Practices*" shall mean good utility practices and those practices, methods, procedures and standards generally prevailing, and as may change from time to time, that are commonly used or applied in the United States in the economical and prudent installation, construction, removal and disposal of electric utility transmission, distribution and substation facilities similar to the applicable Project. Prudent Industry Practices shall also include any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost. Prudent Industry Practices are not intended to be the optimum practice, method, or act to the exclusion of all others, but rather to be a spectrum of acceptable practices, methods, or acts generally accepted in the utility industry for the construction, removal and disposal of electric transmission and distribution facilities in the United States.

"*Punch List Items*" shall have the meaning set forth in Section 16.6.

"*Purchase Order*" or "*Purchase Order Release*" shall mean a purchase order or blanket purchase order release issued by Owner's purchasing department via its e-MIMS or successor supply chain management system.

"*Qualifications Statement*" shall mean the statement in the form set forth in Exhibit I to this Agreement.

"*QC Inspector*" shall mean, if required, the quality control inspector (or its representative) for the Project as retained pursuant to an applicable Permit.

"*Readiness for Testing*" shall mean that a Project and all components and subsystems of such Project have been checked for proper operation, and are otherwise ready to the satisfaction of Owner for commencement of the Acceptance Testing related to Substantial Completion.

"*Resident Contractor*" shall mean with respect to a Project, the representatives of Contractor designated pursuant to Article 6.

"*Resident Contractor Services*" shall mean the Construction Services to be provided by or on behalf of Contractor, as such services are more particularly described on Schedule 5.1 hereof.

"*RFP*" shall mean, with respect to a Project, the request for proposals issued by Contractor in accordance with Owner's requirements for engaging Subcontractors and providing for bids on the basis of a fixed price.

"*Rock*" shall mean any solid rock or ledge in each case measuring one (1) cubic yard or greater in volume (as measured for each continuous encounter) with a minimum dimension in any direction being at least two (2) feet; *provided* that lignite, clay shale, sand shale, sandstone, and siltstone, shall not be considered solid rock or ledge. Rock must be hard and tightly bonded and shall resist the ripping effect of a Cat 225 excavator or its equivalent.

"*Scrap*" shall mean used, obsolete, surplus, scrap or excess material or equipment resulting or arising from Work at a Site which material or equipment has been identified by Owner and/or Contractor as having potential commercial value.

"*Services*" shall mean those services to be performed by or on behalf of Contractor in Connection with this Agreement, as the same are geneally described in Schedule 5.1 hereof and are to be described more particularly in the Technical Specifications and Work Release or Project-Specific Agreement for each Project.

"Significant Subcontractor" means with respect to any Project, any Subcontractor supplying materials and/or services and/or requiring payments in excess of the sum of Fifty Thousand Dollars ($50,000.00) in the aggregate.

"*Site*" shall mean the location(s) at which any of the Work on a Project is to be performed. A site may include Owner's property, Owner rights-of-way, or other property not owned by Owner where Work or any other work related to a Project is to be performed, as may be more particularly described in any applicable Contract Documents.

"*Siting Council*" shall mean the Connecticut Siting Council or its successor.

"*Soil Handling Guideline*" shall mean the Soil Handling Guideline attached hereto as Appendix J-8.

"*Specialist Subcontractor*" shall mean any Subcontractor supplying services and/or materials on a Project with respect to splicing, cable terminations, cable manufacturing, blasting, jack and bore, or horizontal directional drilling.

"*Straight Time*" has the meaning set forth in Section I, Paragraph 1.2 of the Pricing Schedule.

"*Subcontractor*" shall mean any Third Party supplying services, materials, supplies, equipment and/or facilities, of whatever nature or tier to Contractor to meet the requirements of the applicable Contract Documents with respect to a Project.

"*Substantial Completion*" shall mean, with respect to a fixed, lump sum Project, the date on which (a) such Project has been integrated to Owner's satisfaction with all other components of Owner's electric system, including the successful performance and completion of all related tests, and the full and unconditional energizing of such Project in service for use as an integral component of the regional electric transmission grid, based on the Acceptance Tests applicable thereto and otherwise in accordance with Article 16; (b) if applicable, the Site has been fully restored, except for vegetative growth; and (c) any components of the Project damaged or broken during delivery, storage, installation and/or commissioning have been fully repaired or replaced to Owner's satisfaction.

"*Substantial Completion Deadline*" shall mean the date specified by Owner in the Project-Specific Agreement with respect to a Project**,** as the same may be modified, if at all, pursuant to a Change Order.

"*Technical Specifications*" shall mean collectively the information, engineering data, job

instructions, plans, Project Drawings, and conditions, and any environmental information on any Pre-Existing Hazardous Materials, including civil, environmental, electrical and mechanical specifications describing the Work on a Project, all as may be set forth in the applicable Work Release or Project-Specific Agreement.

"*Third Party*" shall mean any Person other than the Parties or any of their respective Affiliates.

"*U.S.C.*" shall mean the United States Code.

"*Warranty Period*" shall mean, with respect to a Project, the period that commences with the achievement of Substantial Completion for such Project and expires five (5) years after Final Acceptance of such Project except as otherwise set forth in this Agreement or the applicable Work Release or Project-Specific Agreement; *provided* that (a) for any defect in the Work that is latent and not discoverable by Owner's reasonably careful inspection during such five (5) year warranty period, the applicable warranty period shall be extended to a total cumulative period of seven (7) years; and (b) such period shall be extended in accordance with Sections 18.8 and/or 18.14.

"*Witness Point*" shall mean a step, designed by Owner in the Project-Specific Agreement, in the construction, fabrication, examination, and/or testing process where Contractor must contact Owner for authorization to proceed.

"*Work*" shall mean, with respect to a Project, collectively all the services and duties, obligations, and responsibilities undertaken and/or required to be undertaken by Contractor pursuant to this Agreement, a Work Release or a Project-Specific Agreement, including those relating to the installation of materials and equipment, construction, commissioning, supervision and related services and incidentals for such Project under the terms and conditions of this Agreement, all in accordance with the applicable Contract Documents.

"*Work Protocols*" shall mean Owner's Work protocols for the Project(s), a copy of which is attached hereto as Exhibit J, as the same may be amended from time to time by Owner effective upon notice to Contractor.

"*Work Release*" shall mean the agreement that (a) may be entered into by the Parties with respect to a Project, or (b) will result from a Purchase Order or Purchase Order Release, of other documentation issues and/or approved by Owner, in each case in the form and on such terms as determined by Owner in its sole discretion.

"*Work Schedule*" shall mean, with respect to a Project, the schedule for completion of the Work.

1.2 Contract Documents. The following exhibits, schedules and appendices attached hereto are made a part of the Contract Documents applicable to each Project and Contractor and its subcontractors of all tiers, must adhere to them and fulfill their respective requirements they contain:

Exhibit A Certificate of Completion and Request for Final Acceptance
Exhibit B Certificate of Readiness for Testing
Exhibit C Certificate of Substantial Completion
Exhibit D Reserved
Exhibit E Project Forms
Appendix E-1 Form of Change Order
Appendix E-2 Reserved
Appendix E-3 Form of Lien Waivers and Releases
Attachment E-3.1 Partial Lien Waiver and Release (CT)
Attachment E-3.2 Final Waiver of Lien (Subcontractors) (CT)
Attachment E-3.3 Partial Waiver and Subordination of Lien (MA)
Attachment E-3.4 Final Waiver of Lien (Subcontractors) (MA)
Attachment E-3.5 Partial Waiver and Subordination of Lien (NH)
Attachment E-3.6 Final Waiver of Lien (Subcontractors) (NH)
Appendix E-4 Unvouchered Liabilities (UVL)
Exhibit F Reserved
Exhibit G Pricing Schedule
Appendix G-1 Labor Rate Schedule
Appendix G-2 Vehicle Rental List
Appendix G-3 Material Price List
Exhibit H Forms of Project-Specific Agreement
Attachment H-1 Form of T&E Project-Specific Agreement
Attachment H-2 Form of Fixed Price Project Specific Agreement
Exhibit I Form of Qualifications Statement
Exhibit J Work Protocols
Appendix J-1: Contractor Work Rules (including Addenda).
Appendix J-2: Portable Grounds for Personnel Protection in Substations (TD 703).
Appendix J-3: Owner's Environmental Policy.
Appendix J-4: Handling and Use of Sulfur Hexaflouride Gas (TD 710).
Appendix J-5: Protective Switching and Tagging Procedures (CONVEX 6401)
Appendix J-6: Distribution System Protective Work Clearances (TD 800)
Appendix J-7: Construction and Maintenance Environmental Requirements
Appendix J-8: Soil Handing Guidelines
Appendix J-9. Disposal of Wood Poles (TD 234)
Appendix J-10 When To Wear Fire Retardant Clothing (TD 211)
Appendix J-11: Transferring Ownership for Re-Use of Treated Wood (TD234)
Exhibit K Final Disposal of Scrap

Schedule 5.1 Construction Services
Schedule 7.3_ Human Error and Safety Incentive Program
Schedule 8.1 Minimum Drawing Requirements
Schedule 9.18(c) Form of Daily Log
Schedule 11.2(a) Contractor Representative Appointment Form [see

	Schedule 6 of PSA]
Schedule 11.2(b)	Owner Representative Appointment Form [see Schedule 5 of PSA]
Schedule 11.4(e)	Owner Second Tier Procurement Program
Schedule 11.5(c)	Form of Outage Report
Schedule 12.5(d)	Certification of Safety and Environmental Compliance
Schedule 12.8	Non-Discrimination; Small, Small Disadvantaged and Women Owned Small Businesses; Subcontracting Plan
Schedule 13.10	Reporting and Meetings Requirements
Schedule 19.2	Performance Assurance

1.3 Entire Agreement; Interpretation.

(a) This Agreement, together with all the applicable Work Releases (if any) and/or Project-Specific Agreements (if any), contains the entire agreement between the Parties pertaining to the Work and supersedes any and all prior oral or written agreements, proposals, negotiations and representations with respect to that subject matter.

(b) No amendments or modifications of this Agreement or any Project-Specific Agreement, as applicable, shall be valid unless evidenced in writing and signed by duly authorized officers of Owner and Contractor.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, CONTRACTOR ACKNOWLEDGES THAT CONTRACTOR SHALL BE DEEMED TO HAVE ACCEPTED A WORK RELEASE SIMULTANEOUSLY WITH CONTRACTOR'S COMMENCEMENT OF PERFORMANCE OF THE WORK SUBJECT TO SUCH WORK RELEASE, IRRESPECTIVE OF WHETHER CONTRACTOR HAS COUNTERSIGNED, ACKNOWLEDGED AND/OR OTHERWISE ACCEPTED SUCH WORK RELEASE IN WRITING. IN SUCH EVENT, THE PARTIES SHALL BE BOUND BY THE WORK RELEASE (AND OTHER CONTRACT DOCUMENTS) AS ISSUED BY OWNER.

(c) The Contract Documents are complementary; what is called for by one is as binding as if called for by all. Insofar as possible, all requirements, terms, conditions, and provisions of the Contract Documents shall be construed and interpreted consistently. To the extent any activity or requirement is not specifically called out, but is necessary in Owner's opinion to the performance of the Work to complete the Work, such activity or requirement shall be deemed to have been implied by the Parties and called for just as if it had been expressly set forth at length in the Contract Documents. In any case of inconsistency, conflict, or ambiguity between, within or among this Agreement, the Purchase Order/Work Release, the Project-Specific Agreement (if any), the exhibits, the schedules, the appendices and any of the other Contract Documents, the order of precedence shall be as follows except as otherwise determined by Owner; *provided* that in all instances, the more stringent requirement applicable to Contractor's obligations shall be deemed to apply:

(i) any verbiage on the face of the applicable Purchase Order/Work Release;

(ii) the Project-Specific Agreement (where applicable);

(iii) the body of this Agreement;

(iv) the Technical Specifications (including Project Drawings and designs) provided or developed as part of the Work, to the extent applicable; *provided* that, in the absence of direction from Owner to the contrary, the more stringent requirement of the applicable Technical Specifications shall be deemed to apply in the event of any inconsistency, conflict, or ambiguity between or among two or more requirements therein;

(v) Pricing Schedule;

(vi) all other exhibits;

(vii) the schedules;

(viii) the appendices; and

(ix) any documents furnished or issued by Owner to Contractor in accordance herewith (including any documents issued with respect to any Change Orders).

Notwithstanding anything to the contrary in the foregoing, Owner's interpretation shall prevail in the event of any inconsistency, conflict, or ambiguity within, between, or among this Agreement, any Work Release, the applicable Project-Specific Agreement (if any), the exhibits, the schedules, the appendices and any of the other Contract Documents.

(d) Reference to a given article, section, exhibit, schedule or appendix is reference to an article, section, exhibit, schedule or appendix of this Agreement, unless otherwise specified. The terms "hereof", "herein", "hereto", "hereunder" and "herewith" refer to this Agreement as a whole.

(e) All terms defined in Section 1.1 or in other provisions of this Agreement in the singular shall have the same meanings when used in the plural and vice versa.

(f) Except where otherwise expressly provided or unless the context otherwise necessarily requires: (i) reference to a given Law shall mean such Law in effect as amended or modified as of the date on which the reference is made, or performance and/or compliance is required; (ii) reference to a given agreement or instrument is a reference to that agreement or instrument as originally executed, and as modified, amended, supplemented and restated through the date as of which reference is made to that agreement or instrument or performance is required under that agreement or instrument; (iii) "includes", "including" or any other variant thereof means "including, without limitation,"; (iv) the phrase "and/or" shall be deemed to mean the words both preceding and following such phrase, or either of them; (v)

reference to a Person includes its heirs, executors, administrators, successors and permitted assigns; and (vi) any pronoun includes the corresponding masculine, feminine or neuter forms. The words "will" and "shall" are used interchangeably throughout this Agreement and the Purchase Order/Work Release or Project-Specific Agreement (where applicable); the use of either connotes a mandatory requirement; and the use of one or the other will not mean a different degree of right or obligation for either Party. The captions for the articles and sections contained in this Agreement and in each Work Release or any Project-Specific Agreement have been inserted for convenience only and form no part of the Contract Documents and shall not be deemed to affect the meaning or construction of any of the covenants, agreements, conditions or terms of the Contract Documents.

(g) Unless otherwise indicated, whenever the Contract Documents refer to a number of days, such number shall refer to calendar days.

(h) Whether or not specifically provided, all Work shall be performed to the satisfaction of Owner, in its sole discretion.

(i) Owner's determination on all matters forming the basis for any action taken or to be taken under the Contract Documents shall be conclusive and binding as between the Parties and any surety or issuer of any bond, guaranty, or letter of credit.

(j) Failure of Owner to exercise any of its rights under the Contract Documents or under any Project-Specific Agreement will not excuse Contractor from compliance with the provisions of the Contract Documents, nor constitute a waiver of, or otherwise prejudice any rights or remedies of Owner.

(k) No consent, approval or other authorization required hereunder from Owner shall be effective for any purpose unless such consent, approval or other authorization shall be in writing and signed by Owner or the Owner Representative for the applicable Project.

(l) Unless otherwise specified herein, all certifications required from Contractor hereunder shall be made by the Contractor Representative for the affected Project or an executive officer of Contractor, as determined by Owner, and shall constitute a sworn statement that the Person executing such certification (i) has reviewed the underlying submission with diligence; (ii) has made the appropriate inquiry of Persons familiar with the Work embodied in such submission; and (iii) believes that, based on such review and inquiry, such submission does not contain any untrue statement of a material fact, or omit to state a material fact necessary in order to make the information so furnished, in the light of the circumstances under which such information is furnished, not misleading.

(m) The Parties acknowledge that (i) they are of equal bargaining strength and have jointly participated in the preparation of this Agreement, and (ii) any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, any portion hereof, or any amendment thereto.

ARTICLE 2. THE WORK

2.1 All Inclusive. This Agreement establishes the terms and conditions under which Owner may engage, in its sole discretion, Contractor for Work during the term of this Agreement. This Agreement establishes the terms and conditions applicable to all Work and, for each Project, shall be supplemented by the applicable Work Release or Project-Specific Agreement. If awarded to Contractor, the Work will include all Services to be provided by Contractor, including Construction Services and related services, either directly or through the retention of Subcontractors, as authorized under the applicable Work Release, Project-Specific Agreement or Notice to Proceed (if utilized).

2.2 Applicable Owner. Each Owner shall use this Agreement for purposes of awarding Work within its service territory, and each Owner shall be solely responsible to Contractor for Work awarded by such Owner. Such usage of the terms and conditions of the Contract Documents by one Owner shall not create any obligation and/or liability whatsoever of the other Owner to Contractor, and each Work Release shall indicate the Owner awarding the applicable Work. Notwithstanding any provision to the contrary herein and/or any of the other Contract Documents, The Connecticut Light and Power Company, Western Massachusetts Electric Company and Public Service Company of New Hampshire shall not be jointly and severally liable for Owner obligations hereunder.

2.3 Qualifications. Contractor has been qualified according to Owner's standards to be eligible to perform the Work; *provided, however*, that Owner reserves the right to require that Contractor submit additional qualifications for specialized tasks required for a Project. Prior to commencing Work under a Purchase Order/Work Release or a Project-Specific Agreement, Contractor may be requested to submit a Qualifications Statement. Owner shall determine if Contractor remains sufficiently qualified and otherwise suitable to perform the Work. Owner may, at its sole discretion, not accept Contractor for all or any portion of the Work and/or take any action it chooses with regard to Contractor's Qualifications Statement, all without liability on the part of Owner to any party.

Designated Owner for Work in CT, NH or MA. In the event that the Work covered by a Work Release or Project-Specific Agreement is located within the State of Connecticut, then the designated "Owner" under such Work Release or Project-Specific Agreement shall be The Connecticut Light and Power Company. In the event that the Work covered by a Work Release or Project-Specific Agreement is located within the Commonwealth of Massachusetts, then the designated "Owner" under such Work Release or Project-Specific Agreement shall be Western Massachusetts Electric Company. In the event that the Work covered by a Work Release or Project-Specific Agreement is located within the State of New Hampshire, then the designated "Owner" under such Work Release or Project-Specific Agreement shall be Public Service Company of New Hampshire.

ARTICLE 3. SCOPE - GENERAL

3.1 Basis of Work. Contractor shall perform and complete the Work as an independent contractor, including: furnishing all equipment, materials, supplies, labor, general management and management support, physical and human resources, coordination, project management and otherwise conducting operations; and performing services of whatever kind or nature as may be required by the applicable Contract Documents or implied by the circumstances to achieve Final

Acceptance of such Project in full compliance with the applicable Work Schedule and otherwise comply with all requirements of the applicable Construction Documents and Contract Documents (including the applicable Technical Specifications) to the satisfaction of Owner. Contractor shall be solely responsible for all construction means, methods, techniques and procedures in connection with the performance of the Work. Contractor shall be responsible for overall control of the construction activities on each Site within the requirements of the applicable Contract Documents.

3.2 Owner's Discretion. Subject to the provisions of Section 20.2, Owner may, at any time and within its discretion, cancel or change the scope of Work for a Project or Notice to Proceed, all without liability of Owner, including having the Work or any part thereof performed by Owner's forces. Unless otherwise indicated by Owner, any such scope modification affecting a Project shall not affect any other Project.

3.3 Contractor's Representations. Notwithstanding any statements made or information furnished by or on behalf of Owner, Contractor represents and acknowledges that:

(a) Review. Contractor will, prior to commencing the Work related to each Project, examine and review the applicable Site, and applicable climatic conditions, topography, soil structure, subsurface features, hydrology, existing facilities and structures, existing or prospective obstructions, roads, right-of-ways, and lay-down areas and any other Site conditions, and, if the Work includes excavation, then subject to a Change Order issued under Sections 15.4, 15.5, 15.6 and/or 15.7 with respect to certain matters encountered during such excavation; accordingly Contractor accepts the obligation to complete the Work in accordance with all requirements of the Agreement and the applicable Work Release or Project-Specific Agreement, within the time specified in the applicable Work Schedule and for the Contract Compensation notwithstanding such examination(s) and review(s) or any impact(s) of or change(s) in any climatic, geological, or Site condition or feature.

(b) Design. Contractor will analyze and assess the design of each Project, including those designs referenced and/or incorporated in the applicable Technical Specifications; accordingly, Contractor (if the Work includes excavation) accepts the obligation to complete the Work in accordance with all requirements within the time specified in the applicable Work Schedule and for the applicable Contract Compensation notwithstanding the initial preparation of all or any portion of such design by others and the completeness and accuracy of any such designs, in whole or in part.

(c) Site. Contractor will, prior to commencing the Work related to each Project, examine and review the applicable Permits, ISO-NE, Site, and related documentation as may be known and reasonably available pertaining to technical, engineering, design, operations, maintenance, and quality assurance; environmental management, waste quantity, and Site characterization; safety conscious work environment and other Owner programs, processes and procedures; and other information and data associated with the present status and condition of such Site and of such Project. Accordingly, Contractor accepts the obligation to complete the Work in accordance with all requirements of the applicable Contract Documents within the time specified in the applicable Work Schedule and for the applicable Contract Compensation notwithstanding such examination(s) and review(s) or the completeness or accuracy of any such

information and data. **CONTRACTOR SPECIFICALLY REPRESENTS THAT CONTRACTOR HAS CONDUCTED OR SHALL CONDUCT AT LEAST ONE COMPREHENSIVE SITE VISIT PRIOR TO BEGINNING THE WORK.**

(d) Examination. Contractor will, prior to commencing the Work related to each Project, examine and review any and all representations made by or on behalf of Owner pertaining to the Work, the applicable Site and Site characterization; accordingly, Contractor accepts the obligation to complete the Work in accordance with all requirements of the applicable Contract Documents within the time specified in the applicable Work Schedule and for the applicable Contract Compensation notwithstanding such examination(s) and review(s), or the completeness or accuracy of any representation(s) made by or on behalf of Owner. **OWNER MAKES NO GUARANTEES AND/OR WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH (i) ANY REPRESENTATIONS OF OWNER NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT OR THE APPLICABLE WORK RELEASE OR PROJECT-SPECIFIC AGREEMENT, AND/OR (ii) ANY OF THE MATERIALS ATTACHED HERETO AND/OR PROVIDED TO CONTRACTOR IN CONNECTION HEREWITH OR THEREWITH (INCLUDING DRAWINGS AND DESIGN). ALL OF SUCH INFORMATION HAS BEEN PROVIDED ON AN "AS IS, WHERE IS" BASIS SOLELY AS AN ACCOMMODATION TO CONTRACTOR, WITHOUT RECOURSE TO, OR LIABILITY OF WHATEVER NATURE OF, OWNER, ITS AFFILIATES AND THEIR RESPECTIVE CONTRACTORS. CONTRACTOR SPECIFICALLY ACKNOWLEDGES ITS OBLIGATION TO VERIFY AND OTHERWISE OBTAIN ALL INFORMATION REQUIRED BY CONTRACTOR TO PERFORM ITS OBLIGATIONS HEREUNDER AND THEREUNDER AND ASSESS THE RISK OF UNDERTAKING THE WORK.**

(e) Investigation. Before commencing the Work for a Project, Contractor will make all investigations essential to a full understanding of such Work and the difficulties which will or may be encountered in the performance thereof, including any and all Laws and requirements for Permits (whether already issued or required to be issued) and the legal and regulatory setting (including the role of any relevant Governmental Authority) as well as the results of Owner's efforts to date in preparing for such Project, and all other legal and regulatory processes of every kind and nature which are or may become related to the Work; accordingly, Contractor accepts the obligation to complete the Work in accordance with all requirements of the applicable Contract Documents within the time specified in the applicable Work Schedule and for the applicable Contract Compensation notwithstanding such investigation(s), and/or any changes (including changes in the application or interpretation of existing requirements) in Law.

3.4. Compliance with Owner's Quality Control/Quality Assurance Standards. In the performance of its Work hereunder and under each Work Release, Contractor shall comply in all respects with Owner's quality control and quality assurance standards, manuals and protocols. Prior to Contractor commencing any Work, to the extent not incorporated into the applicable Technical Specifications, Owner shall furnish to Contractor copies of any applicable quality control/quality assurances standards, manuals and protocols of Owner then in effect.

ARTICLE 4. RESERVED

ARTICLE 5. CONSTRUCTION SERVICES

5.1 Construction Services. The potential scope of Construction Services to be provided by or on behalf of Contractor is set forth in Schedule 5.1 hereof. Contractor agrees that if and when awarded Work by Owner, Contractor will perform such Work in accordance with the terms and conditions of this Agreement, the applicable Work Release or Project-Specific Agreement, and the Work Protocols. For any Project, any portion of the Work with respect to Construction Services shown on Project Drawings and not mentioned or described in the applicable Technical Specifications, and any portion of the Work with respect to Construction Services described in the applicable Technical Specifications and not shown on the Project Drawings, shall nevertheless be deemed to be included within the scope of the Work with respect to Construction Services in the same manner as if they had been expressly shown on the Project Drawings and/or described in the applicable Technical Specifications. All designs and Drawings prepared or furnished by Contractor with respect to a Project shall be reviewed and sealed by a professional engineer licensed in the State of Connecticut. Contractor's Construction Services described in Schedule 5.1 are in addition to any other such services which are required to be undertaken by Contractor pursuant to other provisions of the Contract Documents.

5.2 Subcontractors. If Contractor desires to use one or more Significant Subcontractors to provide Construction Services on a Project for which a RFP was not issued, then Contractor shall, at Contractor's sole cost and expense and prior to entering into any such subcontract with a Significant Subcontractor, issue one or more RFPs to be conducted on a competitive basis and in consultation with Owner. After negotiation with bidders, and subject to Owner’s prior review, Contractor shall enter into one or more such subcontracts. Notwithstanding the foregoing, Owner reserves the right to reject any proposed Subcontractor.

5.3 Identified Materials. To the extent that in a Third Party's response to any such RFP (including responses to questions posed by Contractor), any such Third Party identifies equipment, materials and/or supplies that such Third Party intends to procure, acquire and/or otherwise furnish in connection with the Work (including Power Cables), Contractor shall not use and/or install, or allow any such Third Party to use and/or install, any alternate or substitute equipment, materials and/or supplies from those so proposed, and/or vary from, or otherwise alter and/or change the manufacturing process for any of such equipment, materials and/or supplies as so proposed, in each case without the prior written approval of Owner, in Owner's sole discretion.

5.4 Notice to Proceed. With respect to a fixed price or lump sum Work Release or Project-Specific Agreement, Owner may in its discretion choose to use one or more Notices to Proceed with respect to a Project, which will authorize Contractor to commence Work on Construction Services as set forth in the applicable Notice to Proceed. Owner may, in its discretion, direct the specific services to be performed under any such Notice to Proceed. Contractor will perform only those Construction Services specified by Owner in writing in any such Notice to Proceed.

5.5 Non-Owner Jobs. Contractor acknowledges that Owner has entered into this Agreement in reliance on, among other things, Contractor's ability to perform Work from time to time awarded by Owner to Contractor during the term of this Agreement; accordingly,

Contractor shall manage its resources and work force in a manner that enables Contractor to accept and fulfill Work as so awarded. Contractor shall not (a) withdraw, suspend, demobilize and/or otherwise cease performing any Work in whole or in part; and/or (b) reassign, divert, remove and/or otherwise reduce its work force performing and/or assigned to perform any Work, in each case to perform any other work (including mutual aid and/or work for other utility customers (whether or not storm/emergency work)) (collectively, "*Non-Owner Jobs*"). If Owner releases Contractor to perform such Non-Owner Job, Contractor shall use its best efforts to complete such Non-Owner Job in an expeditious manner and return to perform the affected Work as soon as possible; *provided* that (i) unless schedule relief is granted in connection with such release, Contractor shall perform the affected Work in accordance with the Work Schedule; (ii) Contractor shall not be entitled to relief, in the form of a Change Order or otherwise resulting from, or relating to, any delays associated with any Non-Owner Job(s); and (iii) Owner reserves the right to withdraw any affected Work as a result of any Non-Owner Job irrespective of such release. Contractor shall notify Owner of any Non-Owner Job that will not affect Contractor's ability to perform Work on any Project, but could affect Contractor's ability to accept additional Work Releases from Owner. In such case, if requested by Owner (or its designee), the Parties shall meet and discuss any potential Work that could be affected by Contractor's acceptance of such Non-Owner Job, and Contractor shall manage its resources and/or forces if requested by Owner to accommodate such potential Work.

ARTICLE 6. RESIDENT CONTRACTOR SERVICES DURING CONSTRUCTION

6.1 Resident Contractor. Contractor shall provide a full-time Resident Contractor for each Project to provide the Resident Contractor Services for such Project.

6.2 Selection. If not an employee of Contractor, the Resident Contractor shall be selected by Contractor by an RFP, subject to prior review of Owner. Notwithstanding the foregoing, Owner shall have the right to reject any individual proposed as the Resident Contractor.

6.3 Compensation. The cost of such Resident Contractor will be included in Contractor’s lump sum compensation for its Construction Services. For Work performed on a time and materials basis, and if applicable under the Pricing Schedule, Contractor shall apply a per diem rate, inclusive of mileage and other expenses (i.e., Owner will not reimburse Contractor for Resident Contractor’s individual mileage and other expenses) when invoicing Owner pursuant to Section 14.3 for the costs of providing the Resident Contractor.

ARTICLE 7. PAYMENTS TO CONTRACTOR

7.1 Payments – Construction Services. For all Construction Services provided to Owner by or on behalf of Contractor with respect to a Project pursuant to the terms of the applicable Contract Documents and to Owner’s satisfaction, Contractor shall be paid as follows:

(a) For Construction Services performed on a time and materials, or on a per unit basis, such Construction Services shall be invoiced in accordance with the Pricing Schedule. The total value of such invoiced Construction Services shall not exceed the Dollar amount specified by Owner in the applicable Work Release or Project-Specific

Agreement. The materials will be paid for at actual cost plus the applicable markup identified in the Pricing Schedule. Contractor must substantiate these amounts by documentation and other proof as requested by Owner.

(b) For Construction Services performed on a lump sum basis, Contractor shall be entitled to a fixed, lump sum amount calculated as one or more percentages of the total Dollar amount of the subcontracts entered into in connection with Work. All costs of Contractor to provide the Construction Services for a Project, including mark-ups and overhead and profit, are included in this lump sum. Payments with respect to each Project shall be made according to an Owner-approved schedule of values for such Project and the procedures set forth in this Agreement. To the extent required to determine the amount of Contract Compensation, Owner's determination of the percentage of each Project completed shall be final and binding on the Parties.

7.2 Reimbursable Expenses.

(a) Payment. Contractor shall be entitled to reimbursable expenses in addition to compensation for labor and consisting of the actual cost or expense incurred by Contractor, specifically in furtherance of the Work on a Project. The cumulative total of reimbursable expenses payable to Contractor with respect to a Project may not exceed the amount specified by Owner in the applicable Project-Specific Agreement. All requests for reimbursable expenses shall be accompanied by receipts for such expenses and/or other evidence satisfactory to Owner.

(b) Definition. Allowable reimbursable expenses consist of those expenses listed on the Pricing Schedule which shall be reimbursed at the rates specified in the Pricing Schedule.

7.3 Human Error and Safety Incentive Program. Notwithstanding any payment otherwise due Contractor pursuant to the terms of this Agreement, Contractor and Owner shall participate in the Incentive-Deduction Program as set forth in Schedule 7.3 in accordance with the terms set forth therein. Owner may in its absolute discretion at any time, including after November 30, 2010, terminate, extend, modify, amend, replace, or otherwise alter the Incentive-Deduction Program, including termination of the incentive payment and deduction structure, upon five (5) Business Days prior notice in writing to Contractor. Such notice by Owner may include a replacement Schedule 7.3 which shall take effect upon the date of issuance by Owner without any further action, approval or notice by Owner or Contractor. In the absence of any such notice, the Incentive-Deduction Program shall expire on November 30, 2010.

7.4 Exclusions. Notwithstanding anything to the contrary in the Pricing Schedule and the other Contract Documents, Contractor shall bear sole responsibility for, and the Contract Compensation shall exclude, the following costs:

(a) , town-required licenses, and any other Permits that are not job-specific;

(b) costs for adjustment and corrective work which is due to Contractor's failure to perform the Work in accordance with the Contract Documents and costs relating to

willful misconduct and/or the negligent performance of Work by or on behalf of Contractor;

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

(d) costs relating to the exercise of remedies by Owner as a result of Contractor's failure to perform the Work in accordance with, and/or other breach of, the Contract Documents, including those resulting from terminating, shutting down, withdrawing, and/or supplementing Work by Contractor (including any dispute resolution proceeding arising therefrom);

(e) costs incurred by Contractor in connection with its performance of indemnification and similar obligations under this Agreement;

(f) any rate for labor other than straight time *unless* an overtime rate has been authorized in writing by the Owner Representative;

(g) any extra/out of scope work not supported by a Change Order signed by Owner;

(h) any cost for labor or equipment assigned to the Work without the approval of the Owner Representative;

(i) Subcontractor charges not authorized by the Owner Representative for reimbursement prior to the start of such Subcontractor's work;

(j) mobilization or demobilization charges not authorized for reimbursement under the Contract Documents;

(k) taking an inventory of material;

(l) construction time restrictions due to compliance with requirements of Governmental Authorities;

(m) removal of "stuck" vehicles from show-up sites;

(n) cleaning up the show-up site or trailers; and

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

ARTICLE 8. DESIGN DRAWINGS

8.1 Drawings. For each Project, Contractor shall maintain a currently marked set of Drawings at the applicable Site, and Owner shall have access to such Drawings upon request. At least thirty (30) days prior to Final Acceptance of a Project, Contractor shall deliver

to Owner original versions of all of the related Project Drawings and/or other portions of the Technical Specifications marked, if appropriate, to reflect all changes thereto in connection with the performance of the Work for such Project, and Contractor shall provide, at no cost or expense to Owner, any and all assistance required by the Owner Representative for such Project in connection with the preparation of the as-built drawings for the Project from such marked Project Drawings, other Technical Specifications or otherwise. All Drawings shall conform to Owner's minimum requirements set forth in Schedule 8.1 attached hereto and shall be produced in accordance with acceptable industry practices and Owner's requirements in Appendix E-5 of the Work Protocols, as amended and supplemented, and shall conform to any other requirements issued by Owner from time to time. Contractor shall conduct installation inspections and provide Owner with the results thereof (including copies of all tests results and photographs (or similar documentary evidence)), all in accordance with the Technical Specifications. All designs and Drawings, if any, prepared or furnished by Contractor for a Project shall be reviewed and sealed by a professional engineer licensed in the state or commonwealth in which the Work is or will be performed. Contractor shall employ a drawing control method or system in the field office to document and track all issued for construction drawings Contractor receives as well as all authorized engineering change notices. Contractor shall maintain one (1) set of record drawings to be used as the final set of field mark ups. Contractor shall follow Owner’s standard ADM-04 (as may be amended from time to time by Owner in its discretion) in preparing and submitting all field mark up drawings and any supporting documentation to the engineer of record.

8.2 Compliance. All materials, equipment and/or supplies procured or incorporated in each Project shall conform to the details shown on Drawings proposed by Contractor and approved by Owner. Once design documents have been approved by Owner, Contractor shall not make any changes in design documents without the prior written approval of Owner. Contractor shall immediately notify Owner whenever design documents, any Construction Documents and/or the applicable Technical Specifications are found in Contractor's view to be unclear, incorrect or conflicting. Contractor shall not undertake any Work based upon such documents until such discrepancy has been resolved by Owner, and Owner's decision in such regard shall be binding upon the Parties and any surety or issuer of any bond, guaranty, or letter of credit. Contractor specifically acknowledges that each Project, in its entirety, must be designed and function as an integrated unit within Owner's system.

8.3 Ownership. Owner shall own any and all design documents, Drawings, and other Information arising out of, or resulting from, performance of all Work by, through, or on behalf of Contractor, including any such Intellectual Property that is or may be the subject of one or more patents, copyrights, trademarks, service marks, proprietary interests and/or data rights. Title to all Information shall pass to Owner upon submission or other delivery. Contractor may retain, for its records only, copies of any Information furnished to Owner and, unless otherwise agreed to by the Parties in writing, shall treat such Information in accordance with the requirements applicable to Owner’s Information in accordance with Section 25.7.

8.4 Accuracy. All Information furnished or to be furnished by Contractor pursuant to the terms of this Agreement and the applicable Work Release or Project-Specific Agreement will not, at the time the same is furnished, contain any untrue statement of a material fact or omit to

state a material fact necessary in order to make the Information so furnished, in the light of the circumstances under which such Information is furnished, not misleading.

8.5 No Reliance. Approval of Contractor's design documents shall in no way reduce or modify Contractor's obligations to meet performance and other requirements of the applicable Contract Documents. Such approval or authorization represents only the consent of Owner, and shall neither relieve Contractor of its obligation to fully comply with the terms of this Agreement, the applicable Work Release or Project-Specific Agreement, or the other applicable Contract Documents, nor substitute Owner's judgment for that of Contractor concerning the propriety, usefulness, or suitability of such action in fulfilling Contractor's obligations concerning any of the Work for any Project. Owner does not in any way assume any part of Contractor's responsibility for acceptable documents or for the satisfactory performance of resulting Work for any Project furnished in accordance with acceptable documents.

ARTICLE 9. CONTRACTOR'S WORK ON SITE

9.1 Care. Contractor shall exercise reasonable care in the handling of equipment, materials and supplies associated with Work to be conducted at a Site. Contractor shall perform all Work in accordance with the applicable Work Protocols.

9.2 Required Rights. If necessary for a Project, Contractor shall be responsible, at its sole cost and expense, for acquiring all necessary rights for parking, laydown and/or storage area(s) and a construction field office, each in the vicinity of (but not on) the applicable Site and otherwise in accordance with the terms and conditions of this Agreement (including the applicable Permits and the Work Protocols) and the applicable Work Release or Project-Specific Agreement. Contractor shall not permit any personal vehicle parking, staging or other activities not directly required for the conduct of physical Work in any state/commonwealth road, any DOT right of way, and/or any other area owned by, or subject to the control of, DOT and/or other Governmental Authority. Contractor shall provide, at its sole cost and expense, reasonable security measures to adequately protect such parking, laydown and/or storage area(s) and field offices, and the materials, equipment and supplies stored thereon.

9.3 Performance Consumables.

(a) Consumables. Contractor shall provide, at its sole cost and expense, all Performance Consumables for each Project. Contractor, at its sole expense and prior to delivering Performance Consumables at a Site, shall inspect or test such Performance Consumables to ensure compliance with the applicable Technical Specifications. Evidence of compliance may consist of Contractor's testing and inspection records or those of the manufacturer for batches, groups, or lots, of the Performance Consumables used hereunder; *provided* that Owner reserves the right to order Contractor to conduct additional tests at Contractor's expense to confirm compliance with the Contract Documents, including the Technical Specifications, and the applicable Work Release or Project-Specific Agreement.

(b) Equipment. Contractor shall provide for any necessary disassembly and reassembly and all other items necessary and normal to complete the Work, including all necessary construction tools and equipment, and all process fluids and chemical charges. Contractor shall solely bear all costs and expenses associated with the furnishing, replacement, repair or loss of any such tools and equipment. Contractor shall immediately notify the Owner Representative for each affected Project of any set of circumstances in which Contractor would not possess and/or have immediate and unrestricted access to all or any portion of the tools and equipment (including vehicles) required to perform any of the Work, which notice shall include the reasons for, and extent of, such failure and any corrective action commenced and/or proposed by Contractor.

9.4 Work Protocols. All Work shall be performed in strict compliance with the applicable Permits and Work Protocols.

9.5 Public Access. If a Site is located on public streets, public property, Owner's property and/or easements across private property, Contractor shall coordinate all access in advance with Owner Representative for such Project. Contractor shall be responsible for

complying with all DOT and/or local municipal requirements with respect to such Site, and any restriction or agreement applicable to private property including those shown in the applicable Permits. Prior to commencing any on-Site Work, Contractor shall review the applicable Project Drawings to confirm the sufficiency of the permanent rights acquired by Owner and determine if any additional permanent rights are necessary to install such Project. If Contractor has reasonable doubt about the sufficiency, location and/or extent of any right-of-way or private property rights acquired by Owner pursuant to Section 10.2, Contractor shall request that Owner Representative for such Project determine what rights exist and whether it is desirable, in Owner's opinion, to obtain additional permanent rights from the public or private property owner for such Project. Notwithstanding the issuance of a Work Release, Project-Specific Agreement and/or Notice to Proceed (if any), no physical Work shall proceed in the affected area until any of such required permanent public or private property rights have been properly secured by Owner. Contractor shall be entitled to relief in the form of a Change Order issued pursuant to Section 13.7 due to delays resulting from the acquisition of permanent public or private property rights, *if* all of the following conditions have been satisfied:

(i) the applicable Project Drawings specifically identify the area affected by such Work as being within the Site;

(ii) Owner has failed to obtain rights to such affected area as indicated on the applicable Project Drawings on or before the date on which the affected Work is scheduled to commence in accordance with the applicable Work Schedule; and

(iii) alternate means and method of construction cannot mitigate such failure by Owner;

provided that Contractor shall not be entitled to any relief whatsoever in the form of a Change Order issued pursuant to Section 13.7 or otherwise to the extent that any horizontal directional drilling operations undertaken as part of such Project require such additional access, usage or other property rights, even if horizontal directional drilling has been noted on the applicable Project Drawings as an option in lieu of jack and bore operations. Contractor shall immediately (but in no event more than twenty-four (24) hours after the occurrence) notify Owner of any landowner concerns for resolution in accordance with the applicable Permits, if any.

9.6 Temporary Rights. Contractor shall have the right, at Contractor's sole cost and expense, to arrange for temporary permission from any property owner to facilitate Contractor's means and methods and/or to access a portion of a Site in a manner different than the access rights (if any) obtained by Owner and shown on the applicable Project Drawings, subject in all instances to compliance with the applicable Permits, including any applicable Governmental Authority approval of any such temporary rights obtained by Contractor. Contractor shall (i) keep Owner Representative and Environmental Inspector for such Project reasonably apprised of Contractor's plans to make such supplemental and/or alternate arrangements, and in all instances, provide to Owner Representative for such Project a copy of the final, execution version of such arrangement at least five (5) Business Days before execution thereof; (ii) provide to Owner Representative for such Project a description thereof and other information requested by Owner for filing with the applicable Governmental Authority; and (iii) refrain from using such

supplemental and/or alternate rights until the Governmental Authority has approved the same. Contractor shall not be entitled to any relief in the form of a Change or otherwise resulting from, or relating to, any delays in receiving Governmental Authority approval of such supplemental and/or alternate arrangement(s). Contractor agrees to indemnify and hold Owner harmless against any obligations, liabilities, damages or claims that may arise from such supplemental and/or alternate arrangement(s).

9.7 Modifications. Contractor shall provide sufficient notice (but in no event less than ten (10) Business Days before the scheduled Work) to the Owner Representative for such Project of any modifications to the existing Site and/or Project as depicted on the applicable Construction Documents and/or Permits. Contractor shall bring proposals for those changes to the attention of such Owner Representative sufficiently in advance so that the construction progress is not affected, recognizing the need for the approval of the applicable Governmental Authorities and/or any affected property owner. Work in affected areas shall not proceed until all necessary approvals for such modifications have been received from the Owner Representative for such Project from the relevant Governmental Authorities and/or any affected property owner, and Contractor shall not be entitled to any relief (schedule, economic or otherwise) in the form of a Change or otherwise resulting from, or relating to, such approval process and any related delays.

9.8 Site Preparation. Contractor shall be responsible, at its sole cost and expense, for preparing each Site for the Work (including grading). Without limiting the generality of the foregoing, Contractor shall clear brush and tree limbs only to the extent necessary to perform the Work and in strict compliance with the applicable Permits and Property Owner Arrangements.

9.9 Traffic Control. Contractor shall be responsible, at its sole cost and expense, for the development, preparation and implementation of all traffic safety and control (state, local or otherwise, including police), if required in connection with the Work in accordance with Law, the applicable Permits, DOT, the applicable Work Protocols and otherwise. Contractor shall keep Owner fully informed with respect to the development of all traffic and/or safety plans, shall submit each of such plans to Owner for review and approval in Owner's discretion at least ten (10) Business Days before the due date therefor, and shall make such changes or other modifications to any of such plans as requested by Owner (subject to the requirements of the applicable Permits and each applicable Governmental Authority). Contractor acknowledges that DOT may require a minimum of thirty (30) days to review plans with respect to vault installation, long-term lane or shoulder closures and/or traffic shifts prepared to be done in connection with any Project. Contractor shall not be entitled to any relief (schedule, economic or otherwise) in the form of a Change or otherwise resulting from, or relating to, the inability to perform the Work during the hours set forth in the applicable Permits and/or any requirements (including with respect to detours, and lane closure restrictions) that differ from those set forth in any of the applicable Contract Documents. Contractor specifically assumes the full and sole obligation and responsibility to implement and comply with all traffic, safety and control plans (state, local or otherwise) developed for a Project, irrespective of (i) Contractor's role in the development of such plans, and (ii) any changes or other modifications made or imposed with respect to such plans (including permissible hours of operation), regardless of whether the same arise or result from any acts or omissions of Contractor and/or its Subcontractors. Contractor shall keep Owner Representative for such Project fully apprised of such traffic and safety related

plans in the weekly reports submitted pursuant to Section 13.10; *provided* that Contractor shall immediately notify Owner in writing of any and all modifications (proposed or implemented) thereto, including permissible hours of operation.

9.10 Security. Contractor shall provide with respect to each Project, at its sole cost and expense, reasonable security measures to adequately protect the public, each Site, including parking, field offices, and show-up/laydown area(s), and the materials, equipment and supplies stored thereon during the construction period. Without limiting the generality of the foregoing, during construction periods, Contractor shall provide barriers and/or security, as appropriate, to provide adequate public safety and to control unauthorized use of and access to each Site and any right-of-way. Contractor shall not allow access to the non-public portion of each Site by any Person not acting under the direction and control of Contractor, other than Owner, Owner's authorized representatives, other contractors engaged by Owner, and Governmental Authorities.

9.11 Access. Contractor shall be responsible, at Contractor's sole cost and expense, for any disruption of services furnished to, impairment of access used by, and/or temporary relocation of, any Persons as a result of any Work. Without limiting the generality of the foregoing, Contractor shall notify all residents and businesses sufficiently in advance of any expected service (electric, gas, telephone, water, sewer or otherwise) interruptions and immediately after any unanticipated interruptions, in each case to minimize the inconvenience and damage associated therewith and to otherwise schedule and perform the Work in a manner that conforms with the reasonable requests of the affected Person. Contractor shall immediately notify Owner of all such public interaction in accordance with Section 9.18(c) and otherwise shall comply with Owner's community and public relations protocol established pursuant to Section 9.18(a).

9.12 Excess Soil. Contractor shall remove Excess Soil from each Site in accordance with the requirements of Governmental Authorities (including DOT), the applicable Permits and Work Protocols (including the Soil Handling Guideline), and Contractor shall otherwise take all reasonable measures to minimize any impact on the Work area. Contractor shall receive and own all Excess Soil generated in connection with construction and/or restoration, all of which shall be disposed of by Contractor, at Contractor's sole cost and expense. Subject to Section 15.5 with respect to contaminated soil, the Contract Compensation includes the cost of hauling and/or disposing of Excess Soil.

9.13 Restoration. Contractor shall promptly repair and restore all property after completion of that portion of the Work affecting a Site, in all cases in accordance with any applicable Property Owner Arrangements and the requirements of all Permits (including DOT requirements regarding paving, markings, signs and guardrails). Without limiting the generality of the foregoing, Contractor shall obtain all relevant concurrence of DOT and the applicable municipal authority and/or system owner with respect to maintaining the integrity of the existing facilities located within the road and/or the associated right of way. Contractor shall protect all survey monuments located within the right of way and re-establish in conformity with survey standards then currently established for the State of Connecticut any survey monuments disturbed and/or destroyed. Contractor also shall be responsible, at Contractor's sole cost and expense, for all damages to Owner's or Third Party property resulting from any Work, including all compensation to Third Parties required under any applicable Property Owner Arrangements

and/or the applicable Permits (including any damages to water resources and/or existing structures associated with any blasting). Contractor shall immediately report any such damage, suspected or actual, to Owner Representative for such Project, followed by a written report of the incident and proposed remediation with five (5) Business Days after the event. In the case of Third Party property, Contractor shall comply with the community and public relations protocol established pursuant to Section 9.18(a).

9.14 Daily Clean-up. Contractor shall supply manpower and equipment required for general Site clean-up operations each day at each Site, and Contractor shall keep each Site and all work areas in a neat, clean and safe condition and reasonably free from Contractor's waste materials and rubbish during the performance of the Work (including any timber not designated for use by the applicable landowner and brush and chips that require disposal off-Site in accordance with the applicable Permits). Upon completion of any portion of the Work, in addition to the restoration and monitoring warranty set forth in Section 18.9, and except for Scrap otherwise managed pursuant to Section 9.19, Contractor will promptly remove from each Site all of its equipment, temporary structures, waste and surplus construction and other materials and ancillary facilities not to be used at or near the same location during later stages of the Work. Within five (5) Business Days before Substantial Completion of a Project, except for Scrap otherwise managed pursuant to Section 9.19, Contractor shall, at Contractor's expense and to Owner's satisfaction, dispose of all plant, ancillary facilities, buildings, rubbish waste, unused materials and other equipment and materials belonging to it or used in the performance of the Work, *except* for equipment required by Contractor for the completion of Punch List Items for such Project. Before Final Payment for a Project, Contractor shall remove any remaining equipment and leave the Site in a neat, clean and safe condition and in compliance with the terms and conditions of all applicable Property Owner Arrangements and the applicable Permits. If Contractor fails to complete removal when required in accordance with the foregoing, and thereafter within five (5) Business Days after notice from Owner, Owner may elect to (i) retain all or any portion of such remaining equipment, materials and supplies as its property, (ii) remove and dispose of all or any portion of such items, and/or (iii) restore such Site to the required condition, all at the expense of Contractor.

9.15. Owner's Review and Inspection Rights.

(a) Owner's Access. All Work shall be performed subject to reasonable review and access rights of Owner to determine conformance of the Work with the requirements of the applicable Contract Documents. Without limiting the generality of the foregoing:

(i) Contractor shall advise Owner in writing of each location where Work is being performed and where materials, equipment or supplies are being manufactured, stored, or prepared for use, 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 also provide Owner with timely notice of the date, time and location of all tests affecting the Work;

(ii) Contractor, its Subcontractors, and those under Contractor's control shall provide Owner access to such locations for inspection and

observation of Work, services, equipment, materials, supplies, and tests without advance notice to Contractor, during normal business hours; and

(iii) If any Work is enclosed, covered or obscured by Contractor and/or its Subcontractors, without providing notice and an opportunity for inspection by Owner, Contractor shall, upon Owner's request and at Contractor's sole cost and expense, (1) immediately take whatever steps are necessary to provide Owner with the opportunity to conduct an inspection of the Work, and (2) properly restore the Work.

Owner shall have the right to order, at Contractor's sole cost and expense, the reinspection of any Work; *provided* that for any reinspection not resulting from the circumstances described in clause (iii) above, if such Work is found to be in accordance with the Contract Documents, Owner shall pay such cost of reinspection and proper restoration of the Work.

(b) Witness and Hold Points. The Parties shall reasonably coordinate any applicable Witness Points and Hold Points set forth in the applicable Work Release or Project-Specific Agreement; *provided* that (i) Contractor shall have sole responsibility with respect to the scheduling of such tests and points to ensure the successful conduct and performance thereof with adequate time for inspection, stoppage and re-performance, in all cases without any adverse effect on the applicable Work Schedule; (ii) all tests and the results thereof and all Work subject to Witness Points and/or Hold Points shall be satisfactory to Owner in its discretion; and (iii) Contractor shall not be entitled to any relief (schedule, economic or otherwise) in the form of a Change or otherwise resulting from, or relating to, any delays in the conduct or performance of any tests and/or Work subject to Witness Points and/or Hold Points.

(c) Right to Reject. Owner shall have the right to reject at any time any portion of the Work (including construction, materials, equipment, installation, tools or supplies) that does not conform to the requirements of the applicable Contract Documents. Owner shall notify Contractor of such nonconformity promptly after discovery.

(d) No Endorsements. Owner's inspection (directly or by or through the Owner Representative for a Project or any other Person) of (i) any equipment, supplies or materials during manufacture, storage, or preparation for use, and/or (ii) any applicable Construction Documents shall not be deemed to be an effort on the part of Owner to detect patent discrepancies and defects with respect to such Work; *however*, neither Owner, Owner Representative for a Project, nor any other Person on behalf of Owner shall have any obligation to perform such inspections, and no acceptance or endorsement of equipment, supplies, materials and/or any Construction Documents shall result from such inspections or other actions by Owner and/or any such Person acting on its behalf. No act or failure to act by Owner and/or any such Person acting on its behalf in connection with witnessing or observing any inspection, test, Witness Point and/or Hold Point, shall constitute a waiver of Contractor's obligations(s) to satisfy the purpose, or underlying requirements, of any such inspection, test, Witness Point and/or Hold Point, or shall affect or impair any of Contractor's obligation(s) in any way, or Owner's right at any time to avail itself of any right(s) and/or remedy(ies) to which Owner is or may be entitled in

connection therewith under this Agreement, under any applicable Work Release or Project-Specific Agreement , at Law, and/or in equity by reason of Contractor's breach or default or otherwise.

9.16 No Corrupt Practices.

(a) Ethical Standards. Contractor shall maintain, and cause each of its Subcontractors at any tier and Persons under the control of Contractor and/or any Subcontractor to maintain, the highest business ethics standards to avoid any impropriety, conflict of interest and/or other set of facts that could be construed as having an adverse impact on the dealing with, or reputation of, Owner and/or any Person acting (or purporting to act) on behalf and/or under the authority of Owner (including any Owner Representative).

(b) No Payments. Contractor, each Subcontractor and such Persons under their respective control shall not pay, offer or promise to pay, or give any money or anything of value, directly or indirectly, to any Person involved with any Project, any officer or employee of a Governmental Authority, or to any political party or candidate for political office for the corrupt purpose of inducing any such Person, official, party or candidate to misuse its position or to influence any act or decision of a Governmental Authority in order to obtain, retain or direct business to or otherwise influence a decision in favor or for the direct or indirect benefit of Contractor and/or any Subcontractor, in violation of any Laws. Without limiting the generality of the foregoing, Contractor, each Subcontractor and Persons under their respective control shall not influence, or attempt to influence or cause to be influenced, any officer, employee and/or advisor of Owner or any of its Affiliates in any manner which might tend to impair the objectivity or independence of judgment of such Person.

(c) Notice. Contractor, each Subcontractor and such Persons under their respective control shall immediately report to Owner any solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any Person acting (or purporting to act) on behalf and/or under the authority of Owner (including any Owner Representative).

(d) No Conflicts. Contractor, each Subcontractor and such Persons under their respective control shall not undertake, directly or indirectly, any private business, commercial or entrepreneurial relationship, whether or not pursuant to employment, contract or other agreement (express or implied) with, or sell any interest in Contractor, any Subcontractor and/or any amounts payable hereunder to, any officer, employee, contractor (including any Owner Representative) and/or advisor of Owner or any of its Affiliates having any duties or responsibilities in connection with the Project. Upon Contractor's written request, Owner, in its sole discretion, may grant a waiver of the foregoing restriction if the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

9.17. Spare Parts. If applicable, Contractor shall develop, in consultation with Owner and before the occurrence of Readiness for Testing of each Project, a list of spare parts, necessary or advisable for the long-term operation and maintenance of such Project. Contractor shall coordinate the delivery of any such spare parts with Owner in connection with Acceptance Testing of such Project (but in no event shall delivery occur later than Readiness for Testing) to ensure the orderly and secure storage thereof at Owner's facilities. Contractor also shall advise Owner as soon as practicable in advance of any manufacturing process of the availability of such spare parts in connection with such process, especially for spare parts that require specialized tooling and/or customized processing. If requested by Owner, Contractor shall make available for purchase by Owner in accordance with the Pricing Schedule an adequate supply of spare parts for each Project. Such supply shall be available at such pricing and on such delivery schedule for a period of five (5) years after Final Acceptance of such Project. Thereafter, if parts are originally manufactured by Contractor, Contractor will make such parts or equivalent parts available on commercially reasonable terms.

9.18. Community and Public Relations.

(a) Development. Owner may establish a community and public relations protocol for a Project to provide to Contractor and Subcontractors for direction, guidance and issue resolution in the following areas: public relations, local government contacts, local interest groups, press releases, media calls, the Project toll-free telephone information line, and the Project website. Contractor shall comply with such protocol, if established, as the same may be amended by Owner from time to time upon written notice to Contractor, and Contractor shall not publicize the Work through any medium without the prior written approval of Owner Representative for such Project. In the absence of specific direction and/or in exigent circumstances, Contractor shall direct all matters concerning community and/or public relations to Owner Representative for such Project.

(b) Notice. Contractor shall provide the maximum possible advance notice to Owner Representative for such Project whenever Contractor believes, or has reason to believe, that Contractor's use of roadways, rights-of-way, or equipment setup sites for a Project may pose potential specific concerns with respect to the Environment, public relations, police, traffic, dust, noise, disruption to the public or any business, or other problems that implicate community relations.

(c) Encounters with Public. Contractor shall (i) provide Owner Representative with immediate oral notice of any encounters with members of the public regarding or affecting the Work, (ii) provide Owner Representative with a written description of each such encounter within one Business Day of providing such oral notice, and (iii) respond to any complaints received from the public immediately upon notification from Owner Representative for such Project.

9.19. Scrap. Unless otherwise expressly provided in the Contract Documents, at least five (5) Business Days prior to the commencement of Work, Contractor shall notify the Owner’s Representative of any Scrap to be generated from the Work and request direction regarding storage or disposal of such Scrap. Contractor shall comply with directions regarding Scrap disposal or storage provided by Owner’s Representative. Except with respect to Scrap that Owner expressly

directs Contractor to dispose of or otherwise take title to and manage, Owner shall retain title in all Scrap; provided, however, that Contractor shall bear risk of loss for Scrap that Owner wishes to retain until Contractor delivers such Scrap to the point of storage designated by Owner.

9.20. Material Handling and Storage. Contractor shall procure, acquire and otherwise furnish, at Contractor's sole cost and expense, all equipment, materials and supplies required to perform and complete the Work in accordance with the terms and conditions of this Agreement and the applicable Project-Specific Agreement. To the extent that in its response to an RFP (including responses to questions posed by Owner), any Subcontractor identified equipment, materials and/or supplies that such Subcontractor intended to procure, acquire and/or otherwise furnish in connection with the Work (including Power Cables), Contractor shall ensure that such Subcontractor shall not use and/or install any alternate or substitute equipment, materials and/or supplies from those so proposed, and/or vary from, or otherwise alter and/or change the manufacturing process for any of such equipment, materials and/or supplies as so proposed, in each case without the prior written approval of Owner, in Owner's discretion.

ARTICLE 10. RESPONSIBILITIES OF OWNER

10.1. Engineering Data. Within a reasonable period after Contractor's request, Owner shall make reasonable efforts to make available to Contractor, without warranty or recourse to Owner, all design and Project Drawings, specifications, technical descriptions and other pertinent information in Owner's possession and actually known by the Owner Representative for a Project or any employee of Owner dedicated to such Project, regarding the Project and the applicable Site.

10.2. Site.

(a) Site. Owner possesses (through franchise or other means), has acquired, or will acquire as contemplated in Section 10.2(d), the right to locate each Project in the property identified for such purpose in the applicable Project Drawings. Contractor shall be entitled to relief in accordance with, and subject to the terms and conditions of Section 9.5 if Owner fails to obtain such right.

(b) Access Generally. If a Site cannot be accessed from public property or Owner's property, Owner shall provide Contractor the temporary and/or permanent rights of ingress and egress to such Site over such property, to the extent identified and distinguished in the applicable Project Drawings.

(c) Reserved.

(d) Timely Access. Owner shall acquire the foregoing permanent and temporary property rights, to the extent identified and distinguished in the applicable Project Drawings, sufficiently in advance of the requirement thereof to avoid any delays in the performance of the Work in accordance with the applicable Work Schedule (including that portion relating to the issuance by Owner of the Notice to Proceed for the affected portion of the Site); *provided* that Contractor shall advise Owner of Work progress in sufficient time to ensure that such obligations can be performed without adverse impact to the applicable Work Schedule,

taking into account the time requirements of eminent domain and early entry proceedings. To the extent that Contractor desires to obtain temporary property rights from a private property owner in accordance with Section 9.5, the Parties shall fully cooperate and coordinate with each other with all due diligence and in any event to avoid delays in the applicable Work Schedule and to comply with the applicable Permits.

10.3 Permits. Contractor shall perform, at Contractor's sole cost and expense, those obligations under the applicable Permits, if any, designated by Owner in Owner's sole discretion, as well as the obligations set forth in Section 12.3 and the applicable Work Release and/or Project-Specific Agreement. Owner shall perform the obligations, if any, retained by Owner under the applicable Permits sufficiently in advance of the requirement thereof to avoid any delays in the performance of the Work in accordance with the applicable Work Schedule; *provided* that Contractor shall advise Owner of Work progress in sufficient time to ensure that such obligations can be performed without adverse impact to the applicable Work Schedule. To the extent that any obligation retained by Owner under the applicable Permits requires action by, or the participation of, Contractor, the Parties shall fully cooperate and coordinate with each other with all due diligence and in any event to avoid delays in the applicable Work Schedule, and Contractor shall provide Owner with such other reasonable assistance as Owner may request in its performance of such obligations.

ARTICLE 11. RELATIONSHIP OF PARTIES

11.1. Independent Contractor; No Agency.

(a) Status. Contractor shall perform this Agreement, each Work Release and Project-Specific Agreement, each Project and all Work as an independent contractor and shall not be an agent or an employee of Owner.

(b) No Relationship. Nothing in any of the Contract Documents creates or is intended to create an association, trust, partnership, joint venture or other entity or similar legal relationship between the Parties, or impose a trust, partnership or fiduciary duty, obligation, or liability on or with respect to either Party.

(c) Oversight. The Work involves the coordination of numerous physical and regulatory activities important to Owner. Accordingly, Owner shall oversee Contractor's performance to promote Contractor's compliance with the applicable Contract Documents and the other aspects of each Project, and Owner may, in its sole and exclusive discretion, in connection therewith inspect, audit, observe, and/or monitor Contractor's performance (and failure(s) to perform) hereunder and the performance (or failure(s) to perform) of Subcontractors at any tier for any purpose related to such oversight. Notwithstanding the foregoing or any other provision elsewhere in this Agreement, the applicable Work Release or Project-Specific Agreement or any of the other Contract Documents, the Parties understand and acknowledge that Owner shall take such actions to protect its own interests hereunder and in accordance with its obligations to its customers. Such actions shall not imply any relationship between the Parties other than Owner and independent contractor.

11.2. Representatives.

(a) Contractor Representative. Contractor shall designate, at all times during its performance of the applicable Work, a Contractor Representative for each Project by completing the form set forth in Schedule 11.2(a) for delivery to Owner within five (5) Business Days after the Project is awarded to Contractor and shall promptly update the information provided on such Schedule after any changes thereto. The Contractor Representative for each Project shall serve at the applicable Site as a full-time project manager, shall be responsible for planning, scheduling, updating, and reporting on the applicable Work Schedule, and shall be deemed Key Personnel. Each Contractor Representative shall be authorized to act on behalf of, and otherwise bind, Contractor and receive direct communications from Owner. Each Contractor Representative shall be available (and Contractor shall appoint, in writing, an alternate contact) on a continuous basis, 24 hours, 7 days a week. Contractor may change the Contractor Representative for a Project by prior written notice to, and the prior written approval of, Owner. Owner reserves the right to require the removal and replacement of any Contractor Representative for any reason and without cost or expense whatsoever to Owner.

(b) Owner Representative. Owner shall designate an Owner Representative for each Project by completing the form set forth in Schedule 11.2(b) for delivery to Contractor within five (5) Business Days after the Project is awarded to Contractor and shall promptly update the information provided on such Schedule after any changes thereto. Each Owner Representative shall be authorized to act on behalf of Owner and receive direct communications from Contractor. Each Owner Representative will perform inspection of the Work and has authority to stop the Work whenever such stoppage may be necessary to insure the proper execution of the applicable Contract Documents. Each Owner Representative also has authority to reject any and all Work and materials that do not conform to the applicable Contract Documents and to answer questions that arise in the execution of the Work. Each Owner Representative shall be available (and Owner may appoint, in writing, an alternate contact) on a continuous basis, 24 hours, 7 days a week. Owner may change an Owner Representative by written notice to Contractor.

11.3. Staffing.

(a) Qualified Staff. For each Project awarded to Contractor, Contractor shall assemble and maintain a work force, including Key Personnel, professionally qualified and properly trained to complete the Work in accordance with the applicable Work Schedule and to fully meet the requirements, terms, conditions, and provisions of this Agreement, the applicable Work Release or Project-Specific Agreement and all other applicable Contract Documents. Contractor shall provide and employ technically qualified, skilled, and experienced supervising construction managers, engineers, technical assistants and other key personnel in connection with the execution of the Work. Whenever required by Law (including DOT requirements), Contractor shall employ the services of only licensed or certified personnel (including professional engineers and certified welders) to perform the Work, and Contractor shall furnish to Owner, within two (2) Business Days after Owner's written request, copies of all credentials, certifications or other evidence of such qualifications of such personnel. Owner reserves the right to require additional qualifications for specialized tasks required for a Project. Contractor shall promptly notify Owner in writing of any changes in the trade classifications or union affiliations of any of Contractor's employees.

(b) Reserved.

(c) Facilities. Contractor shall provide, at Contractor's sole cost and expense, central administrative office space, office staff and necessary field offices to provide the administrative and clerical support necessary to complete the Work in accordance with the applicable Contract Documents.

(d) Supervision. Contractor shall use its best skill and attention to ensure the efficient and continuous supervision of labor forces required to complete the Work. All craft workers shall be continuously assigned to the Work, and Contractor shall exercise its best efforts to provide additional temporary craft workers and equipment if requested by Owner during emergency conditions affecting Owner's facilities. In order to ensure public safety, each crew shall have at least one English speaking member with supervisory responsibilities. Contractor shall not demobilize its work force to perform other work without the consent of Owner. Contractor shall at all times enforce strict discipline and good order among its forces, and shall avoid employing any unfit person or anyone not skilled in the tasks assigned under this Agreement and the applicable Contract Documents. Owner shall have the right to request Contractor to remove and replace (at no cost to Owner) any Person determined by Owner to be unqualified or unfit to perform the Work, in which case Contractor shall do so (including reassignment to other work) to the extent allowable under Contractor's labor agreement(s) and Law.

(e) Key Personnel. As required by the Work or requested by Owner, Contractor shall, subject to Owner approval, name or cause to be named Contractor employees and others, as applicable, as Key Personnel with respect to a Project, irrespective of whether such personnel are within or part of the organization of Contractor or of any Subcontractor. With respect to and for the duration of Work to be performed with respect to a Project, Contractor shall not remove, replace, or reassign Key Personnel without the prior written consent of Owner. If Key Personnel become unavailable for performance of Work for any reason, Contractor shall immediately notify Owner and submit a full explanation, including proposed substitute Key Personnel, in sufficient detail (including a written qualification statement of training and work experience) to permit Owner's evaluation of the situation. Owner reserves the right to reject, at no cost to Owner, any proposed substitute that Owner, in the exercise of its reasonable discretion, believes to be unsuitable, and Contractor shall propose other substitutes. Owner's rejection or failure to reject a proposed substitute shall not relieve Contractor of its obligations pursuant to the applicable Contract Documents, nor represent any waiver by Owner of any right or remedy under this Agreement or under the applicable Work Release or Project-Specific Agreement, at Law, and/or in equity.

(f) Review. The Contractor Representative for each Project shall review and consult with the Owner Representative for each Project on a regular basis concerning all Work assignments with respect to the applicable Project to ensure adequacy of designated Work requirements, materials, and equipment.

(g) Labor Disputes. Contractor shall be responsible for all labor relations with respect to the Work. Contractor shall be solely responsible for costs incurred due to any strikes,

Work stoppages or other labor disputes affecting any of the Work., and Contractor shall not be entitled to any relief (schedule, economic or otherwise) in the form of a Change or otherwise resulting from, or relating to, any such labor actions

(h) Employee Misconduct. If (i) Contractor or any Subcontractor terminates or reassigns any direct or indirect employee (including union workers) due to malfeasance (including failure to perform with the requisite skill, noncompliance with technical specification, and/or other actions that could impair the integrity of the Work or Owner's property), and (ii) such employee performed Services, Contractor shall immediately notify Owner of such termination or reassignment, which notice shall include the nature and duration of such Services, the performance location(s), and the nature of the malfeasance.

(i) Removal. Within five (5) Business Days after Owner's request, Contractor shall provide to Owner the names, classifications and job locations of personnel providing and/or expected to provide Services on behalf of Contractor and/or any Subcontractor. Notwithstanding the foregoing, at least three (3) Business Days prior to Contractor placing or assigning any Contractor or Subcontractor personnel who are former employees of Owner or any of its Affiliates at a Site, Contractor shall provide Owner the names, classifications and job locations of such Contractor and Subcontractor personnel. 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's Affiliates to the extent allowable under Contractor's labor agreement(s) and Law). Owner's requests and/or reviews concerning any Contractor personnel 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.

11.4. Subcontractors.

(a) RFP Process. With respect to each Project, Contractor shall develop with the consent of Owner and implement a RFP to select each Specialist Subcontractor and Significant Subcontractor, Contractor shall provide written notice to Owner identifying each proposed Specialist Subcontractor and Significant Subcontractor and the value of the subcontracted Work. Owner shall have the right to refuse, in its sole discretion and at no additional cost any such proposed Specialist Subcontractor and Significant Subcontractor, and Contractor shall not enter into any such subcontract with any such Specialist Subcontractor and Significant Subcontractor as to whom Owner has made an objection. Contractor shall not make any substitution of proposed Specialist Subcontractors and Significant Subcontractor for any Project without first identifying such substitute to Owner in accordance with this Section 11.4(a).

(b) Notice. Contractor shall promptly notify Owner in writing of any changes in the trade classifications or union affiliations of any of the Specialist Subcontractors' or Significant Subcontractors' applicable employees. Neither Contractor nor any Specialist Subcontractor shall assign any Work under the Contract Documents without the written consent of Owner.

(c) Subcontracts. Neither this Agreement, any Work Release, any Project-

Specific Agreement, the Contract Documents, nor any other Construction Documents shall create a contractual relationship between Owner and any Subcontractor of any tier. Contractor will incorporate and/or require the incorporation of the following into all of Subcontractor agreements at any tier and/or any other agreements applicable to the Work:

(i) Contractor's right to make unrestricted assignments to Owner;

(ii) Owner's right to audit all records relating to such agreement and the Work and Subcontractor's obligation to comply with the document retention requirements set forth in the Contract Documents;

(iii) a waiver and release of any right(s) to any mechanic's or other Lien under any applicable statute or otherwise;

(iv) an acknowledgement that such Subcontractor shall not for any purpose whatsoever be or be deemed to be an employee or agent of Owner or in any way in privity with Owner;

(v) Owner's right to enter into places of manufacture of such Subcontractor after the occurrence of an Event of Default;

(vi) such Subcontractor's obligation to pay any amounts due to any lower tier Subcontractor, whether for labor performed or materials furnished, not later than thirty (30) days after the date that such Subcontractor receives payment from Contractor which encompasses the labor performed or materials furnished by such lower tier Subcontractor;

(vii) such Subcontractor's obligation to comply with Section 9.16;

(viii) subcontracting plan requirements in accordance with Schedule 12.8;

(ix) provisions relating to the calculation of suspension and cancellation expenses based on the methodology applicable to Contractor under Sections 20.1 and 20.2, respectively, as applicable, and expressly prohibiting any recovery, claim or other reimbursement for Work not actually performed and/or goods not fabricated;

(x) the provisions of all Permits applicable to any Person directly or indirectly performing services and/or furnishing goods to, or for the benefit of, Owner;

(xi) Owner’s right in its sole discretion to pass through Claims directly against the Subcontractor(s); and

(xii) the provision for Owner's determination to be final and binding, including those relating to termination or suspension of the Work; and Change Orders.

Contractor also shall ensure that (1) all Subcontractors at any tier shall be bound by the requirements, terms, conditions and provisions of this Agreement (including the provision of indemnities in favor of the Indemnified Persons) and each applicable Work Release or Project-Specific Agreement insofar as the same are applicable to the Work to be performed by such Subcontractor; (2) all Subcontractors are eligible to perform Work for Governmental Authorities, and otherwise have not been barred (and are not subject to any proceedings that could result in being barred) from entering into any contracts with any Governmental Authorities; (3) all such subcontracts shall include by reference, be subject to and consistent with, and require Subcontractors to satisfy, all applicable terms and conditions of this Agreement; and (4) Contractor shall provide a complete copy of each subcontract to Owner promptly after execution and each Change Order issued under such subcontract promptly after issuance.

(c) Contractor's Responsibility. Contractor shall be fully responsible for the performance or non-performance of all Subcontractors. Irrespective of the wording of any subcontract, purchase order, or other agreement entered into by Contractor or by any Subcontractor at any tier for Work or in any way related to Work, and irrespective of the existence or non-existence of Owner's consent thereto, no subcontract, purchase order, or other agreement related to this Agreement or the applicable Work Release or Project-Specific Agreement, in whole or in part, or to any Work to be performed, shall relieve Contractor of its responsibility and liability for the full and faithful performance of the applicable Contract Documents. Contractor shall be fully responsible to Owner for acts and omissions of its Subcontractors and of Persons either directly or indirectly employed by them. Contractor shall direct and control the activities of all such Subcontractors, and shall remain fully bound by all terms and conditions of this Agreement and each applicable Work Release or Project-Specific Agreement including all requirements for indemnity and warranty.

(d) Payment. Contractor shall pay each Subcontractor in accordance with the terms and conditions of the subcontract between them and applicable Law. Contractor shall not allow access to any Site or any portion thereof by any Person not acting under the direction and control of Contractor, other than Owner, Owner's authorized representatives, other contractors engaged by Owner, and Governmental Authorities.

(e) Reports. With respect to each Project, Contractor shall submit to Owner Representative for such Project before the fifteenth (15th) day of each January, April, July and October through Final Acceptance of such Project information regarding Contractor's use of minority and protected class business enterprises or diverse suppliers in substantially the form of Schedule 11.4(e) hereto.

11.5. Owner's Existing Electric Transmission and Distribution System.

(a) Interruptions. Contractor shall plan, design and phase the construction of the Work for each Project to minimize interference with Owner's operation and maintenance of its electric transmission and distribution system. Contractor shall advise the Owner Representative for such Project sufficiently in advance (but in no event less than seventy (70) days before the scheduled date for the relevant Work and in accordance with the time period(s) in the applicable CONVEX or ESCC procedures for Work involving substations) of any construction activities that could or will interfere with such system and/or require electrical line and substation outages; *provided* that Owner reserves the right to require additional notice from Contractor if the scheduled date for any outage materially differs from the anticipated date therefor set forth in Contractor's schedule maintained in accordance with Section 13.9, in which case Contractor shall not be entitled to any relief (schedule, economic or otherwise) in the form of a Change or otherwise resulting from, or relating to, such additional notice requirement. When interruptions are unavoidable, their duration, time of day and day of the week shall be coordinated with and approved by the Owner Representative for such Project. The Parties shall reasonably cooperate and coordinate to avoid and/or minimize any and all of such disruptions and otherwise. No Work requiring an electrical line and/or substation outage will begin without the specific written approval of Owner Representative for such Project. Contractor shall not perform any Work which will affect the energized portions of Owner's electrical distribution/transmission system except upon Owner's written request.

(b) Outages. Contractor specifically acknowledges that there will be times when line and/or substation outages will not be available, or times when line outages may require immediate restoration upon request from Owner and/or ISO-NE. Contractor will be responsible for managing the Work around such occurrences in a way that minimizes any impact to cost or schedule. If an outage materially impacts cost or schedule, Contractor may submit a Change Order requesting cost and/or schedule relief; provided, however, that Owner may in its discretion deny such Change Order if Contractor has not minimized the impact to cost and/or schedule, and may, in the exercise of reasonable discretion, limit the requested cost and/or schedule relief.

(c) Notice. Contractor shall immediately notify the Owner Representative for such Project if it becomes aware of any injury, damage to, or outage of the energized portions of Owner's electric distribution/transmission system or the facilities of Owner's customers. Contractor shall subsequently submit to the Owner Representative for each Project an incident and/or outage report in the form of Schedule 11.5(c) attached hereto, and Owner may require Contractor, at no cost to Owner, to provide a root cause analysis for the interruption to the extent such interruption was caused by Contractor and/or any Subcontractor; and/or (ii) notify Owner promptly of any information known to Contractor and/or any Subcontractor with respect to the root cause of any such interruption, regardless of whether such interruption was caused by Contractor or any Subcontractor..

(d) Notice. While modifying any existing structures, Contractor shall promptly notify the Owner Representative for such Project of any corroded, deteriorated, or otherwise damaged equipment to determine what corrective action is required.

11.6. Training.

(a) Required Training. Contractor shall require Persons performing the Work (including Subcontractors) to be familiar with the applicable Work Protocols and to fully complete and satisfy all training and other educational programs required in connection with the Work to be performed by such Person, as set forth in the applicable Technical Specifications and/or applicable Work Release or Project-Specific Agreement. If Owner provides such training, Contractor shall be responsible for assembling personnel and coordinating all training sessions and shall be responsible for the costs associated with any such training sessions by others as required by the applicable Work Release or Project-Specific Agreement, Contractor shall be responsible, at Contractor's sole cost and expense, for assembling personnel and holding all of such required training sessions, and shall provide a training plan for review and approval by Owner at least thirty (30) Business Days before commencing any such training. Contractor shall not allow any employee, agent, contractor or other Person under the direction and control of Contractor, including any Subcontractor and its employees, agents and contractors, to enter on any Site and/or perform any Work absent such training. Contractor shall maintain complete and accurate records (including completion certifications from Persons performing such training) with respect to all such training at Contractor's field office, and Owner shall be entitled to review and/or copy all of such records upon notice to Contractor. Without limiting the generality of the foregoing, before commencing any Work at a Site, Contractor shall furnish Owner with a certificate, in form and substance acceptable to Owner, to the effect that Contractor has reviewed and understands the applicable Permits and other requirements affecting the Work and relating to the Environment.

(b) Operations. If required for a Project, Contractor shall administer and conduct a training program for the training of Owner's operating personnel, which program shall provide for thorough familiarization and training of such personnel in the operation of any Project. Such training shall be conducted prior to Substantial Completion of such Project.

11.7. Interfaces; Interconnection.

(a) Reserved.

(b) Permits. Contractor acknowledges that certain Work may be performed in areas subject to Permits applicable to that portion of a Site and/or element of the applicable Project. With respect to such Work and that portion of such Site, and in addition to its obligation to comply with the applicable Permits, Contractor shall fully comply with the requirements of all applicable Permits, as the same may be amended from time to time in accordance with their respective terms and/or Law. To the extent that the Work plan submitted to Owner and the Environmental Inspector for such Project in accordance with Section 12.1(a) does not specifically address the requirements of any of such affected locations, in advance of commencing any Work at that portion of such Site, Contractor shall submit a supplemental Work plan to Owner and the Environmental Inspector that specifically addresses compliance with such requirements.

(c) Owner's Forces. Owner shall have the right to place its forces or those of its contractors at a Site to perform work not included in this Agreement or in any applicable

Work Release or Project-Specific Agreement or required as part of a Project. Contractor's forces shall work in harmony with all such other forces. Contractor shall be responsible for harmonious labor relations among its own employees; and with respect to Contractor's presence at such Site its own employees, Subcontractors, Owner employees and the employees of any other contractors authorized by Owner to be on such Site.

(d) Cooperation. Contractor shall ensure that its forces coordinate and cooperate with the forces of any and all other contractors working on a Project. The Contractor Representative for such Project shall interface, on a daily basis, with Owner and other Owner contractors working on other portions of such Project. Contractor shall participate as a key team member in efforts to coordinate the overall structure and activities of a Project, and Contractor shall perform the Work in a manner consistent with the plan for such Project. Without limiting the generality of the foregoing, Contractor acknowledges that (i) contractors installing other aspects of a Project may require access to, and will be working in, the public roads and property, transition stations, substations, and others areas that will affected by a Project; and (ii) Governmental Authorities and/or Owner may restrict the simultaneous disturbance of contiguous and non-contiguous areas by multiple contractors working on a Project, including for traffic and safety concerns. Contractor shall not be entitled to any relief in the form of a Change or otherwise resulting from, or relating to, any delays or costs in connection with any such coordination with other aspects of a Project and other improvements, including the need to revise Contractor's planned Work on a Site or any portion thereof to accommodate such other aspects of such Project (for traffic-related requirements or otherwise).

(e) Coordination. If required as a part of a Project, Contractor shall coordinate the Work with other construction projects and other improvements (by any Governmental Authority or others) occurring on any portion of a Site, including the various projects identified in the applicable Permits and/or transportation projects published by the applicable DOT. Contractor shall not be entitled to any relief or compensation in the form of a Change or otherwise resulting from, or relating to, any delays and/or costs incurred in connection with any such construction projects and other improvements, including the need to revise Contractor's planned Work on a Site or any portion thereof to accommodate such other projects or the effects thereof (on traffic-related requirements or otherwise).

11.8. Owner's Systems. In the event Contractor and/or Contractor's employees are given access to certain of Owner's computer equipment, Contractor shall not use Owner's computer equipment and/or information for any purposes other than that involved in this Agreement or the applicable Work Release or Project-Specific Agreement. Contractor shall keep confidential in accordance with Section 25.7 any information it obtains in the course of performing Work. Contractor shall cause its employees to comply with applicable provisions of Owner's information security policy as they pertain to Owner's employees. Contractor shall be fully liable for the acts and omissions of its employees, Subcontractors, and all persons under its or their control.

11.9. No Endorsement. Owner's (directly or by or through any Owner Representative or any other Person) review and comment on, and/or participation in negotiations with regard to, any plans, applications, requests, specifications, and/or proposals regarding any Work, the applicable Contract Documents or Permits and/or any of the related contracts shall not (a)

constitute the endorsement by Owner (and/or any Owner Representative or any such other Person) of the rights, obligations and/or commitments of the respective parties thereto; (b) result in Owner (and/or any Owner Representative or any such other Person) assuming any liability or other obligation to Contractor or any other Person (including Subcontractors) with respect to any of such documents; and/or (c) release or otherwise diminish the obligations of Contractor herein or otherwise with respect to any Work, including any Work Schedule.

ARTICLE 12. COMPLIANCE WITH LAWS AND RULES

12.1. Lawful Compliance. Contractor shall perform all Work in compliance with all Laws, including all Permits (including all conditions and requirements thereof, irrespective of whether a Contractor Permit or an Owner Permit) and Environmental Laws. Without limiting the generality of the foregoing:

(a) Reports. All Work shall be performed in full compliance with the applicable Permits. Contractor shall prepare all reporting for filing, if required by a Permit and submit such filings to Owner sufficiently in advance to allow Owner's review and approval thereof, in Owner's discretion, but in no event less than ten (10) Business Days before the due date therefor. In advance of commencing physical Work at a Site in accordance with the applicable Work Schedule, Contractor shall submit a Work plan to Owner and the Environmental Inspector that specifically addresses compliance with all applicable provisions of any applicable Permits. Contractor specifically acknowledges the authority of the Environmental Inspector to stop any construction activities that are inconsistent with the applicable Permits and/or Law (including Environmental Laws and/or orders of a Governmental Authority). Contractor shall conduct the Work in a manner that avoids the issuance of a cease and desist order or similar action by the Environmental Inspector, and Contractor shall be solely responsible for any adverse effect (including delays in the applicable Work Schedule) resulting from any such actions taken by the Environmental Inspector for such Projects, including any Work stoppage. Contractor shall immediately notify Owner of any variation from and/or violation of any applicable Permits or any complaint or similar negative report from the Environmental Inspector;

(b) Employment Laws. Contractor shall comply with all Laws regarding employment, wages, Workers' compensation, discrimination and similar Laws, including the provisions of 29 CFR Part 470;

(c) Explosives. Contractor shall strictly observe, comply with, provide, possess, handle, store and otherwise maintain, use, and pay for any explosives applicable to any of the Work in strict accordance with all Laws, safety practices, DOT requirements, and any applicable Permits. Contractor represents, for itself and for all Subcontractors at any tier, that it has acquainted itself with blasting and the use of explosives and that, in any operation requiring blasting in the performance of the Work, it will use only employees who are expert in blasting and the use of explosives. Contractor shall be solely responsible for any use of explosives and for the method and manner of such use and shall not rely upon any statement, representation, or advice of Owner or anyone acting by or through Owner in authorizing or approving the propriety or manner or method of use thereof; *provided* that Contractor may not employ or use explosives at the Site for any purpose without the prior written consent of Owner; and *provided further* that Contractor shall notify Owner, the applicable state fire marshal (and/or other state official that

regulates the use of explosives), the QC Inspector for such Project, and DOT or the appropriate town official (as the case may be, depending on the location of the blasting) in writing no less than ten (10) Business Days before each transport or use of explosives at the Site; and

(d) DOT. Contractor shall perform all Work in conformance with, and shall cause each Project to conform with, all applicable national, state and local engineering, environmental, construction, safety, and electrical codes and standards, and, in any event, in accordance with the applicable Technical Specifications and DOT regulations and requirements. Contractor shall prepare all information required under the Permits issued by DOT and submit such information to Owner at least ten (10) Business Days before the due date therefor. Contractor shall bear sole responsibility for knowing and complying with (and/or seeking a variance from) all applicable DOT, municipal and other local working hour restrictions or limits. Contractor specifically acknowledges that the QC Inspector for such Project may be retained to oversee any construction activities on behalf of DOT and shall report directly to DOT. Contractor shall conduct all Work in a manner that avoids the issuance of an adverse report by the QC Inspector, and Contractor shall be solely responsible for any adverse effect (including delays in the applicable Work Schedule) resulting from any such actions taken by DOT as a result of the activities of QC Inspector for such Project or otherwise, including any cease and desist or similar order. Contractor shall immediately notify Owner of any variation from and/or violation of a Permit and/or any complaint or similar negative report from the QC Inspector for such Project.

12.2. Prudent Industry Practices. Contractor shall at all times perform all Work, and cause each Project to be designed and constructed, in accordance with Prudent Industry Practices.

12.3. Permits.

(a) Wetlands. Contractor shall perform all Work with no impact on wetlands and wetland buffer areas, and no or very low impact on upland areas of the right-of-way, and legal accesses across lands adjacent to the rights-of-way, in all instances in compliance with the applicable Permits. Contractor shall accomplish, minimize and mitigate such low impacts to the greatest extent possible by selection of appropriate vehicles (including the use of track vehicles and removable wood mats) and selection of appropriate construction techniques. Contractor shall plan and conduct construction so as to eliminate any need to become involved with wetland permitting. Irrespective of the need for any Permit, Contractor shall notify Owner, the Environmental Inspector for such Project and municipalities as soon as practical (but in any event no less than ten (10) Business Days) before commencing Work that could affect wetlands, and Contractor shall not subject any Project to a cease and desist order.

(b) Contractor Permits. Contractor shall secure and maintain all Contractor Permits required for a Project, at Contractor's sole cost and expense (including costs of preparation, any filing fees and/or charges, and any bonds or other performance assurance relating to such Permits), in a manner that does not adversely affect the applicable Work Schedule. Contractor shall advise Owner of any information required in the permitting process that relates to, and/or must be supplied by, Owner as soon as possible, but in no event less than thirty (30) days before the anticipated submission date of an application, and Owner shall use commercially reasonable

efforts to provide such information within thirty (30) days after Contractor's request therefor. Contractor shall prepare all applications for such Contractor Permits sufficiently in advance of the requirement thereof to perform its obligations hereunder, and Contractor shall submit the appropriate application or request, with any required supporting documentation, to Owner Representative no less than thirty (30) days before the anticipated submission date, in which case Owner shall review and provide any comments on such application or request within fifteen (15) days after Contractor's submission. Contractor shall furnish to Owner copies of each application for a Contractor Permit simultaneously with the submission thereof to the applicable Governmental Authority. Contractor shall furnish to Owner copies of all Contractor Permits within five (5) Business Days after issuance, and in any event before the commencement of any physical Work affected by such Permit. If appropriate, or required by Law, Owner may request that certain Contractor Permits be issued and/or held in the name of Owner.

(c) Owner Permits. Owner shall secure and maintain, at Owner's sole cost and expense (including costs of preparation and any filing fees and/or charges), Owner Permits required for a Project. Owner shall prepare all applications for Owner Permits sufficiently in advance of the requirement thereof to avoid any delays in the performance of the Work in accordance with the applicable Work Schedule; *provided* that Contractor shall advise Owner of Work progress in sufficient time to ensure that all Owner Permits required for each portion of such Work can be obtained without adverse impact to the applicable Work Schedule. To the extent that any application for Owner Permits requires action by, or the participation of, Contractor, Owner shall submit the appropriate request, with any required supporting documentation, to Contractor Representative for such Project. Contractor shall (i) take the required action with respect to all such permitting matters within five (5) Business Days after such request by Owner and with all due diligence and in any event to avoid delays in the permitting process and the applicable Work Schedule; (ii) in connection with such response, supply any information required in the permitting process that relates to the applicable Project (to the extent not otherwise available herein and/or in connection with the performance of the Work); and (iii) be responsible for providing Owner with such other reasonable cooperation and assistance as Owner may request in its efforts to obtain and comply with Owner Permits. Owner shall furnish to Contractor copies of Owner Permits issued after the Effective Date within five (5) Business Days after issuance.

(d) Changes. Contractor shall orally notify the Owner Representative for each Project immediately (with written confirmation within twenty-four (24) hours) in the event that Contractor makes any changes to the design, prosecution or other aspect of the Work that requires a change or other modification to any applicable Permit. The Party responsible for initially obtaining the affected Permit shall retain responsibility for, and shall use reasonably diligent efforts to procure, such Permit modification, and the Parties shall reasonably cooperate to minimize any adverse affect on the applicable Work Schedule (including Critical Path events). Notwithstanding anything in the foregoing or elsewhere in this Agreement or in any applicable Work Release or Project-Specific Agreement, Contractor shall not proceed with any aspect of the Work that would violate a Permit absent such modification, and Contractor shall not be entitled to any relief (schedule, economic or otherwise) in the form of a Change or otherwise resulting from, or relating to, such Permit modification process and any related delays.

(e) Other Permits. To the extent applicable to the Work, Owner shall advise

Contractor of any permits, approvals, licenses and variances required or procured for other portions of a Project, and the Parties shall reasonably cooperate and coordinate to effect the timely and consistent procurement of such authorizations, including, if appropriate, the preparation by Contractor of that portion of any application relating to the Work.

(f) Cooperation. The Parties shall reasonably coordinate permitting activities, consistent with their respective obligations hereunder, under the applicable Work Release or Project-Specific Agreement, and the applicable Work Schedule. If any Permit requires submissions or other filings on a periodic, occurrence and/or other basis, Contractor shall prepare such submission and submit such information to Owner sufficiently in advance to allow for Owner's review and approval in Owner's discretion, but in no event less than ten (10) Business Days before the due date therefor. Such submission to Owner with any Contractor Permit shall not relieve Contractor from its obligation to timely make such filing with the appropriate Governmental Authorities in accordance with such Contractor Permit, a copy of which shall be simultaneously sent to Owner. Any drawings, specifications, plans and/or engineering data submitted by Contractor to Owner for further submission or filing in connection with any Permit for a Project shall not satisfy or otherwise relieve Contractor from its obligation hereunder to independently furnish such information to Owner.

12.4. Environmental Requirements.

(a) Compliance. Contractor shall, and shall ensure that all Subcontractors at any tier strictly observe and comply with any and all Environmental Laws applicable to the Work and/or a Site, and with the applicable Work Protocols with respect to the Environment. Prior to beginning any Work on a Site, Contractor shall identify to the Owner Representative for such Project any and all chemical products that will be used in performing the Work, and Contractor shall ensure that any chemicals intended for use in association with the Work have been pre-approved in writing by the Owner Representative for such Project. Such requests for pre-approval must contain the following information: (i) Material Safety Data Sheet (MSDS), (ii) specific end use and location at the applicable Site, (iii) the anticipated schedule for use, (iv) quantity to be brought on the applicable Site, and (v) such other information required to prepare reports required under the applicable Permits. Pre-approval will be based on Owner's assessment of the following: (1) health and safety hazards, (2) potential for such chemicals to degrade plant systems or components, (3) the potential for creating Hazardous Materials, (4) availability of suitable alternatives, (5) environmental hazards, and (6) fire hazards. No chemical products may be delivered to any Site without such written pre-approval by the Owner Representative for such Project. Once Contractor has identified a chemical product and received the necessary pre-approval, any such product shall be delivered, prior to its use, to Contractor's storage facility for proper labeling. A substitute product may only be used following receipt of express written permission by the Owner Representative for such Project. Contractor shall be solely responsible for any costs or expenses incurred by Owner as a result of Contractor's use of such a product.

(b) Descriptions. In compliance with Owner's Construction Maintenance and Environmental Requirements, Contractor shall provide to the Owner Representative for each Project a written description of and justification for the use of any products or processes in the Work that may result in the generation of any Hazardous Materials. Such justification must identify, prior to the start of the Work and to the satisfaction of the Owner Representative for such Project, the practices used to minimize such generation and demonstrate that Contractor has taken all possible steps to eliminate or reduce such generation to the maximum extent possible.

(c) Material Handling Guideline. Contractor shall comply with the Material Handling Guideline (including all supplements and amendments), which shall constitute a Contract Document for each Project, and Contractor's obligations thereunder shall be in addition to Contractor's obligations under this Agreement, the Work Protocols, the other Contract Documents, the Permits and Law. The use of the term "any applicable" with respect to the Material Handling Guideline shall mean and include that portion of the Material Handling Guideline that relates to the referenced Work.

(d) Management. Without limiting Contractor's obligations under Section 12.1, Contractor shall ensure the environmentally responsible management of any Excess Material and/or Hazardous Materials that result from and/or are encountered during any of the Work. In performing the Work, Contractor shall comply fully with all Environmental Laws pertaining to the management of such Excess Material and/or Hazardous Materials (and, to the extent consistent with Environmental Laws, the Work Protocols and the Material Handling Guideline). Notwithstanding the generality of the foregoing:

(i) Contractor shall be solely responsible for the proper identification, documentation, handling, storage, minimization, processing, usage, recycling and/or disposal of any and all Excess Materials and/or Hazardous Materials managed, used, stored and/or generated by Contractor, any Subcontractor and/or any of their respective agents or employees in connection with any of the Work, together with timely notice to any Governmental Authority as required by Law (with a copy to Owner). Contractor shall be responsible for manifesting, transporting, removing from Site, and disposing of any and all of such Hazardous Materials, and 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; and

(ii) without prejudice to Contractor's right to propose a Change in accordance with Section 15.5, Contractor shall fully comply with Law and the Soil Handling Guideline with respect to any pre-existing Hazardous Materials encountered during any excavation required as part of the Work. Contractor shall be solely responsible for the proper identification, handling, storage, and minimization (through re-use, trenching methodologies or otherwise) of any such pre-existing Hazardous Materials. If Contractor shall fail to timely perform such identification, handling, storage, and/or minimization,

Contractor shall be liable for any and all costs incurred by Owner, at Owner's sole discretion, for such performance.

(e) Identification of Site. Contractor shall use the EPA ID number assigned to a Site for any pre-existing Hazardous Materials encountered during excavation of a Site. The use of such EPA ID number shall not constitute assumption of environmental liability by Owner. In the event Owner has no EPA ID number for a Site, Contractor shall apply for a temporary EPA ID number. Contractor shall use Contractor's EPA ID number for Hazardous Materials generated, stored, managed, used and/or disposed of by Contractor, any Subcontractor and/or any of their respective agents or employees in connection with the Work.

(f) Noncompliance. If Contractor shall fail to perform any obligation set forth in this Section 12.4, Contractor shall be liable for any and all fees, costs and expenses, including legal fees, incurred by Owner, at Owner's discretion, in performing such obligations, including the storage, handling, processing, removal and disposal of Hazardous Materials.

(g) Notice. Contractor shall identify to the Owner Representative for each Project all wastes that it reasonably believes constitute Hazardous Materials. Final classification of such waste shall be at the sole discretion of the Owner Representative for such Project. Unless directed otherwise by Owner, and in addition to Contractor's obligations under the Soil Handling Guideline for pre-existing Hazardous Materials encountered during any excavation, Contractor shall promptly remove from the affected Site and dispose of any and all Hazardous Materials from such Site in accordance with the terms of this Agreement, the applicable Work Release or Project-Specific Agreement and Law. In the event that Contractor fails to complete such removal in a timely fashion following completion of any phase of the Work, Owner may, at its sole discretion, arrange for its removal and disposal at the sole expense of Contractor. Such expenses to be borne by Contractor include the costs of laboratory testing, storage fees, processing, treatment, recycling, transportation, and disposal. In such event, the manifesting, transportation, removal and disposal from the affected Site of any and all Hazardous Materials shall be effected by Owner in Contractor’s name, at Contractor's sole expense. Owner reserves the right to set-off against amounts due to Contractor hereunder to effect reimbursement for such fees, costs and/or other expenses, and/or to directly invoice Contractor for such fees, costs and/or other expenses.

(h) Environmental Coordination. Contractor shall appoint and maintain an on-Site Environmental Coordinator for each Project prior to performing any Work on a Site. Each Environmental Coordinator shall be (i) fully trained in environmental requirements (including OSHA 1910.120 b) (twenty-four hour HAZWOPER)), the applicable Permits, and the obligations of Contractor under this Agreement (including the applicable Work Protocols); (ii) authorized to implement Contractor's spill prevention plan; and (iii) vested with the authority and discretion to stop any Work that could result in injury to any individual or damage to the Environment. Each Environmental Coordinator (1) shall oversee soil screening (including pursuant to the Soil Handling Guideline), daily tailboards (environmental only), dewatering duties, spill response, soil stockpiling and any emerging environmental issues; and (2) may assist the safety coordinator appointed by Contractor pursuant to Section 12.5(c), but shall not have any other duties which will interfere with his duties or obligations as an Environmental Coordinator. Contractor may change an Environmental Coordinator by written notice to, and the

prior written approval of, Owner. Owner shall have the right to request Contractor to remove and replace (at no cost to Owner) an Environmental Coordinator if Owner determines that such Person is unqualified or unfit to perform such function, and/or is failing to properly perform such function, in which case Contractor shall do so (including reassignment to other work for Third Parties) to the extent allowable under Contractor's labor agreement(s) and Law.

12.5. Safety; Health. Contractor shall, and shall ensure that all Subcontractors at any tier also, strictly observe and comply with any and all Laws, programs, plans, standards, procedures, and other requirements adopted by or in force with respect to a Project and applicable to the Work and/or the applicable Site including the applicable Work Protocols and any and all Laws, programs, plans, standards, procedures, and other requirements affecting public health, safety, and welfare; worker/occupational/industrial health and safety (including safety conscious Work environment); and environmental health and safety. Without limiting the generality of the foregoing:

(a) Instructions. Contractor and/or its Subcontractors, agents, or those under their respective control or employment shall be instructed in, familiar with and required to follow safety rules and regulations applicable to the Work being performed including Owner's contractor work rules (including addenda), safety rules, guidance, and standard transmission and distribution procedures incorporated in the applicable Work Protocols. Contractor’s and/or its Subcontractor’s work force shall be trained in and familiar with the safety-related work practices, safety procedures and other safety requirements that pertain to their respective job assignments and also shall be trained in and familiar with any other safety practices including applicable emergency procedures (including manhole rescue) that are not specifically addressed but are related to the Work and are necessary for their safety and health. Contractor shall have the sole responsibility to ensure that all such Persons are so informed and that safety practices are followed.

(b) Plan. Contractor shall submit a detailed safety and hazard assessment job plan at least ten (10) Business Days before commencing Work activities on a Site, which plan shall include the applicable portions of the applicable Work Protocols and shall comply with the requirements of the applicable Permits regarding the work zone safety plan for construction. Contractor shall comply with such plan and shall not amend any of the provisions thereof without prior written approval of the applicable Owner Representative for such Project. Owner's review and/or approval of such plan shall not relieve Contractor of any obligations under this Agreement, the applicable Work Release or Project-Specific Agreement, and/or under Law.

(c) Coordinator. Prior to undertaking any Work on a Site, Contractor shall, if requested, appoint in writing and maintain, at all times during its performance of the Work, a Site safety coordinator for each Project who shall be present at all times during performance of Work on the applicable Site. Each Site safety coordinator shall be (i) fully trained in safety requirements, the applicable Permits, and the obligations of Contractor under this Agreement and the applicable Work Release or Project-Specific Agreement (including with respect to safety and the applicable Work Protocols); (ii) authorized to implement Contractor's safety and hazard assessment job plan; and (iii) vested with the power and discretion to stop any Work that could result in injury to any individual or damage to property or to the Environment. Each Site safety coordinator shall not have any other duties except those associated with safety (and shall not be

an Environmental Coordinator). Contractor may change a Site safety coordinator by written notice to, and the written approval of, Owner. In all instances, Contractor shall supply the name, title and resume of the individual(s) who will perform the role of safety coordinator. Owner shall have the right to request Contractor to remove and replace (at no cost to Owner) a Site safety coordinator if Owner determines that such Person is unqualified or unfit to perform such function or failing to perform such function, in which case Contractor shall do so (including reassignment to other work for Third Parties) to the extent allowable under Contractor's labor agreement(s) and Law.

(d) Certification (Appendix F). Promptly upon execution of this Agreement, Contractor shall execute and submit to Owner a certification of Contractor's responsibilities for safety and environmental compliance in the form of Schedule 12.5.

(e) Suspension. Owner has the right to verify, through regular inspections, that each Contractor and Subcontractor employee is complying with all safety-related work practices; *provided* that (i) Owner shall have no obligation to perform any such inspections; and (ii) any such inspections performed by Owner shall in no way reduce or modify Contractor's obligations to meet all safety-related work practices and other requirements of the applicable Contract Documents. The Owner Representative for a Project shall be authorized to suspend all or any portion of the Work, without any added cost to Owner, and with no adjustments made to the applicable Work Schedule, if such Owner Representative determines that any safety, health and environmental violations have occurred, including conditions that could result in injury to any individual or damage to property or to the Environment.

12.6 Protection of the Public, Work and Property.

(a) Protection. For each Project, Contractor shall continuously provide and maintain (i) adequate protection of the Work, the property of Owner and its Affiliates, and the property of Third Parties (including adjacent private and public property) from damage, destruction, loss, and injury directly or indirectly arising out of, resulting from, or in any way related to the performance of or failure to perform any of the applicable Contract Documents; and (ii) all necessary precautions for the protection and safety of the public (including workers and other individuals at the applicable Site). Contractor shall at all times exercise the utmost care with regard to all activities, excavations, equipment, machinery, and materials and supplies to prevent damage, loss, liability, or injury to persons and property, shall carry on all activities under the supervision of properly qualified personnel, and shall use such adequate protective devices, warning signs, dikes, crossover points, and barriers as may reasonably be required under the circumstances.

(b) Damages. Contractor shall be solely responsible for all damages to public property (including that of any Governmental Authority) and/or private property (including that of Owner) as a result of any of the Work, irrespective of whether Contractor instituted reasonable protective precautions. The Contractor Representative for such Project shall immediately report in writing to the Owner Representative for such Project all damages, suspected or actual. In addition to its indemnity obligations under Article 22, Contractor shall keep Owner fully advised of the status of its investigation, settlement discussions or litigation arising from any claim of injury or damage to Third Parties alleged to be caused by Contractor or any Subcontractor.

(c) Emergency. In the event of any emergency endangering life or property (including any condition that could result in DOT requesting the immediate removal or repair of any of the Work), Contractor shall take such action as may be reasonable and necessary, at Contractor's sole cost and expense, to prevent, avoid, or mitigate injury, damage, removal or loss. Contractor shall immediately report such incident to the Owner Representative for such Project, and the Parties shall coordinate and cooperate in addressing the situation. Owner shall have the right to direct Contractor to take additional precautions at Contractor's expense. If such emergency involves a state/commonwealth road, Contractor also shall coordinate and cooperate, at Contractor's expense, with DOT to remedy such emergency and otherwise satisfy DOT's requirements.

(d) Non-Compliance. In the event that Owner personnel observe and/or determine that a portion of the Work has been performed in nonconformance with the applicable Contract Documents 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, Contractor, Contractor personnel, Subcontractors, Subcontractor personnel, the public, and/or any member of the public, Owner shall have the right, without prior notice to Contractor, to correct the nonconforming Work or place the nonconforming Work in a safe condition. Owner shall notify Contractor orally as soon as possible after discovering such nonconforming Work. Owner shall confirm the observation in writing within ten (10) Business Days. If Owner has not yet paid for the Work, Owner may deduct the costs of effecting such repair from the outstanding amount due for the Work. If Owner has already paid for the Work, Owner shall have the right to set-off against other amounts due to Contractor hereunder and/or to invoice Contractor for such repair.

12.7. Call Before You Dig ("*CBYD*")/Dig Safe.

(a) Connecticut. In Connecticut, by Law, all Persons are required to call CBYD services three (3) Business Days before doing any excavation, digging holes or trenching, regardless of whether it is within the street line or on private property. Contractor will comply with Connecticut State Regulations Sections 16-345-1 to 16-345-9, inclusive, and shall obtain information regarding the existence of any underground facilities by calling:

Connecticut: 1-800-922-4455 (or any successor number)

Contractor also shall contact Connecticut Department of Transportation District 3 Electrical (at 203.882.2033; Banner Drive, Milford, Connecticut as of the Effective Date) for information regarding underground facilities in State of Connecticut roads at least five (5) Business Days before doing any such excavation. Contractor shall promptly report all problems associated with the quality and timeliness of markouts ("locates") to Owner Representative for such Project. Contractor is responsible for locating any underground utilities before excavation, and if any underground utilities are damaged or discovered during construction, all activities shall stop and Owner Representative for such Project shall be notified. The Parties shall proceed in accordance with Section 15.6 if such discovery results in a Change Order; otherwise, Contractor shall be responsible for noncompliance with this Section 12.7 (including any delays in the applicable Work Schedule) and/or addressing the effects of all utilities shown on the Contract Documents, irrespective of such markouts.

(b) Massachusetts. In Massachusetts, under Massachusetts Law (M.G.L. ch. 82 § 40, et seq.), any Person making an excavation in any public or private way, any company right-of-way or easement or any public or privately owned land or ways is required to premark not more than 500 feet of the proposed excavation and notify the Massachusetts underground plant damage prevention system (Dig Safe) at least 72 hours (exclusive of Saturdays, Sundays and legal holiday) but not more than 30 days before the proposed excavation is to be made. Contractor shall fully comply with such law at all times and shall obtain information regarding the existence of any underground facilities by calling **1-800-DIG-SAFE (344-7233)**, or any successor number. Contractor shall also, as necessary or required, contact Massachusetts Highway Department and/or the local municipal road agent or public works department to obtain information regarding the location of any underground State or municipal facilities before excavation in any public highway or roadway right of way.

(c) New Hampshire. In New Hampshire, under New Hampshire Law (RSA) 374:48, et seq), any Person performing an excavation is required to notify the New Hampshire underground utility damage prevention system (Dig Safe) at least 72 hours before excavating on private property or in a public way, right of way, easement, public street or other public place. Contractor shall fully comply with such law at all times and shall obtain information regarding the existence of any underground facilities by calling **1-800-DIG SAFE (344-7233)**, or any successor number. Contractor shall also, as necessary or required, contact New Hampshire Department of Transportation and/or the local municipal road agent or public works department to obtain information regarding the location of any underground state or municipal facilities before excavation in any public highway or roadway right of way.

(d) Quality Control. Contractor shall promptly report all problems associated with the quality and timeliness of markouts ("locates") to the Owner Representative for such Project. Contractor is responsible for locating any underground utilities before excavation, and if any underground utilities are damaged or discovered during construction, all activities shall stop and Owner Representative for such Project shall be notified. The Parties shall proceed in accordance with Article 15 if such discovery results in a Change to the Work; otherwise, Contractor shall be responsible for noncompliance with this Section 12.7 (including any delays in the applicable Work Schedule) and/or addressing the effects of all utilities shown on the Contract Documents, irrespective of such markouts.

12.8. Small Disadvantaged Businesses ("*SDB*"); Women Owned Small Businesses ("*WOSB*"); Service-Disabled Veteran-Owned Small Businesses ("*SDV*"), Veteran-Owned Small Businesses ("*VE*") and Businesses Located in and Qualified as Historically Underutilized Business Zones ("*HUBZone*"); Subcontracting Plan.

(a) Compliance. Owner is a government contractor and fully supports the government's policies of ensuring that SDB, WOSB, SDV, VE and HUBZone have every opportunity to compete for government contracts and subcontracts. Owner has and will continue to commit to filing annual subcontracting plans regarding the utilization of SDB, WOSB, SDV, VE and HUBZone as contractors and subcontractors in accordance with Federal Acquisition Regulation (FAR) 52.219. Contractor will be required to submit data and/or subcontracting plans regarding

Contractor's utilization and intended utilization of such SDB, WOSB, SDV, VE and HUBZone during the term of the Contract Documents, as more particularly set forth in Section 12.8(b).

(b) Subcontracting Plan. In compliance with Owner's obligations under FAR 52.219-9(d), Contractor shall supply Contractor's subcontracting plan to Owner within a reasonable time after the Effective Date (but in no event more than sixty (60) days after the Effective Date) and shall fully comply with such plan in performing the applicable Work. At the time of each application for payment by Contractor under the Contract Documents, Contractor shall submit to the Owner's Representative information regarding Contractor's use of diverse suppliers in substantially the form of Schedule 12.8.

ARTICLE 13. PERIOD OF PERFORMANCE

13.1. Effective Date. This Agreement shall be effective as of the Effective Date (as defined in the first paragraph of this Agreement) and shall apply to all Projects. Owner reserves the right to terminate this Agreement as to future Services at any time upon thirty (30) days written notice to Contractor; *provided* that Owner's exercise of such termination right shall not affect in any manner Contractor's obligations hereunder, under each Work Release and Project-Specific Agreement, and the other Contract Documents with respect to Work awarded and/or Service performed prior to such termination.

13.2. Commencement and Completion.

(a) Commencement. Contractor shall commence the Work for each Project upon Owner's issuance of a Work Release, Project-Specific Agreement, or Notice to Proceed (if applicable). Contractor specifically acknowledges that Owner may issue one or more Notices to Proceed with respect to different elements of the Work for each Project (including Construction Services, the ordering of equipment, materials and supplies, the commencement of physical Work on all or a portion of the applicable Site, and other aspects that reflect developments affecting such Project). Owner reserves the right to determine the locations at which Contractor shall commence the Work and the sequence in which Contractor shall perform parts of the Work. With respect to a Project for which Owner opts to use Notices to Proceed, Contractor shall not commence any physical Work on any portion of a Site absent Owner's issuance of a Notice to Proceed applicable to such portion of the Site. For any Project for which Owner utilizes Notices to Proceed, any Work performed by Contractor without an executed Notice to Proceed will be performed at the sole risk of and expense to Contractor.

(b) Completion. Contractor shall perform and complete the Work for each Project in accordance with the applicable Work Schedule and other requirements of this Agreement and the applicable Work Release or Project-Specific Agreement. No Project shall be deemed completed until Contractor has met all requirements of the applicable Contract Documents and until Final Acceptance of such Project by Owner.

13.3. Prosecution of the Work.

(a) Diligence. Once commenced, Contractor shall ensure that it and its Subcontractor(s) at every tier shall prosecute the Work required for each Project continuously,

diligently, and at such a rate and in such a manner as necessary for compliance with all requirements including the achievement of Substantial Completion and Final Acceptance in accordance with this Agreement and the applicable Work Release or Project-Specific Agreement and any requirements regarding completion of the Work set forth in such Work Release or Project-Specific Agreement. In no event shall the prosecution of any Work with respect to any Project be interrupted or slowed because of the existence of any Claim, Dispute, or other controversy, whether related to that or another Project unless Owner otherwise directs in writing. If Contractor and/or any Subcontractor(s) shall experience any delay not otherwise excused under Section 13.5, Contractor shall, at no additional cost to Owner, add such personnel and/or crew(s), Work such overtime and/or additional shifts, establish expedited, priority treatment for the acquisition, fabrication and delivery of the materials, equipment and supplies necessary to complete the Work (and/or acquire the same elsewhere), and perform such other act(s) as may be necessary to complete the Work within the time set forth in the applicable Contract Documents. Without prejudice to Owner's rights, Owner reserves the right to issue a Change Order to accelerate certain or all phases or aspects of the Work related to any Project in order to timely achieve applicable Critical Path events, and Contractor shall not be entitled to any compensation of whatever nature (including overtime, additional labor and/or shifts, additional or different materials and/or equipment or other costs incurred to comply with such accelerated schedule); *provided* that the foregoing Change Order and Contractor's compliance therewith shall not prejudice Contractor's right to Dispute a Directed Change Order pursuant to Section 15.13 based on Contractor's ability to satisfy the Critical Path scheduling through the means then proposed by Contractor.

(b) Notice. Each Party shall give the other prompt written notice of any circumstances which may delay performance of Work related to any Project. Contractor shall notify the Owner Representative for such Project of any such circumstance orally as soon as possible after such circumstance occurs and in writing within twenty-four (24) hours after such circumstance occurs. Contractor shall record the cause of any resulting delay and the time lost in its reports and time sheets and make such reports and time sheets available for audit by Owner.

13.4. Time is of the Essence. **Both Contractor and Owner recognize the importance to Owner of timely completion of all Work related to each Project awarded to Contractor, and accordingly time is of the essence of this Agreement and any applicable Work Release or Project-Specific Agreement with respect to Contractor's performance of the applicable Contract Documents, including achieving Substantial Completion and Final Acceptance with respect to each Project.**

13.5. Force Majeure.

(a) Notice. Whenever either Party believes that any Force Majeure or other situation is delaying or threatens to delay the timely performance of the Work related to any Project, such Party shall immediately give written notice thereof, including all relevant information with respect thereto, to the other Party, but in no event more than two (2) Business Days after the occurrence of such Force Majeure. If a Claiming Party wishes to claim relief by reason of Force Majeure, it shall give written notice stating the date of commencement of such Force Majeure event and the predicted extent, estimated consequences and the cause thereof to the other Party as soon as reasonably possible after becoming aware of such event or

circumstance, but in no event more than five (5) Business Days after the issuance or receipt, as the case may be, of the notice required by the immediately preceding sentence. The Claiming Party also shall keep the other Party fully informed of any developments with respect to the Force Majeure and shall give notice to the other Party of the cessation of the relevant event or circumstance of Force Majeure as soon as practicable after becoming aware of such cessation.

(b) Requests. Neither Party shall be liable for delay and/or failure to perform with respect to a Project if and to the extent such delay and/or failure is due to Force Majeure, *provided* that:

(i) Any delay and/or failure to perform by a Subcontractor at any tier of either Party shall not be excusable unless (1) such delay and/or failure to perform arises out of causes beyond the control and without the fault or negligence of the Claiming Party; (2) such delay results from an event or circumstance that would have constituted a Force Majeure hereunder or under any Project-Specific Agreement if suffered with respect to a Party; and (3) the supplies and/or services to be furnished by such Subcontractor are not obtainable from other sources at comparable costs in sufficient time to permit its commitments to be met pursuant to the Contract Documents; and

(ii) Any Claiming Party shall use its best efforts to remove the cause of delay and/or failure to perform as quickly as practicable.

(c) Extension of Time. In the event of a Force Majeure with respect to a Project, Contractor shall be entitled to an extension of time as determined by Owner equal to the time lost by reason of the duration of the Force Majeure with respect to a Project to the extent that such duration results in an actual and unavoidable delay in the Critical Path of the affected Work. For such purpose, Contractor shall maintain a record of the number of days, or parts thereof, allegedly upon which, on account of delays caused by a Force Majeure, it is impossible to proceed with Work on the Critical Path. If only a portion of the Work is delayed on account of delays caused by a Force Majeure, the portion of the Work affected and the time lost by reason thereof shall be determined by Owner. Owner's judgment with respect to such duration and/or the effect of the Force Majeure with respect to a Project shall be conclusive and binding as between the Parties and any surety or issuer of any bond, guaranty, or letter of credit. If warranted, Owner shall issue a Change Order pursuant to Section 15.9 to effect such extension.

(d) Disputes. If either Party claims relief for Force Majeure with respect to a Project and the other Party Disputes the existence, nature, extent or condition of the event or circumstances giving rise to such Claim for relief, then such Dispute shall be resolved pursuant to Article 23.

(e) Other Rights. This Section 13.5 shall not affect Owner's rights set forth in Section 20.3.

(f) Non-Compliance. If Contractor fails to comply with this Section 13.5,

Contractor shall be deemed to have waived any Claim arising out of or resulting from any such delay.

13.6. RESERVED

13.7. Delays in Performance

(a) Owner's Delay. If (i) Contractor has notified Owner, specifically referencing this Section 13.7(a), of a failure by Owner to meet an obligation specifically set forth in this Agreement or in the applicable Work Release or Project-Specific Agreement as an Owner obligation with respect to a Project, and Owner determines that it failed to meet such obligation within a reasonable period (of not less than five (5) Business Days) after receipt of such notice, and (ii) such failure solely and exclusively results in Contractor experiencing a delay in a Critical Path event applicable to such Project, then Owner shall issue a Change Order pursuant to Section 15.8 (1) appropriately adjusting the applicable Work Schedule in a manner and amount determined by Owner, and (2) compensating Contractor using the Pricing Schedule for the actual damages directly resulting from such failure limited as follows for and to the extent of any such delay in accordance with the following:

(i) Contractor shall be compensated in accordance with the cost-based methodology set forth in the Pricing Schedule for up to eight (8) hours per day, to the extent of any such delay. Contractor shall record the cause of the delay and the lost time in its time sheets and reports issued pursuant to part 4 of Schedule 13.10 and make such records available for audit by Owner. Such delay shall be deemed to begin at the time Contractor's forces are actually present and able to perform the Work associated with such Critical Path event, but are prevented in whole or in part from performing such Work due to Owner's failure as aforesaid, as determined by Owner. Compensation for delay shall be made at Final Acceptance of the affected Project.

(ii) The duration of any delay shall be computed by Owner in increments of one (1) hour. Compensation shall be made only to the extent that Contractor's forces are actually affected as determined by Owner. The Parties shall consult at least weekly concerning anticipated, ongoing and recently resolved delays. Contractor shall use its best efforts to minimize the costs it incurs for each such delay by rescheduling its activities, redeploying its forces, or by other appropriate action, and Contractor shall maintain a log of any delay for each Project and the duration of each such delay.

(iii) Owner's judgment with respect to such duration and/or the effect of such delay shall be conclusive and binding as between the Parties and any surety or issuer of any bond, guaranty, or letter of credit.

Contractor shall notify the Owner Representative of the affected Project of any delay subject to this Section 13.7(a) orally as soon as possible after such delay occurs and in writing within twenty-four (24) hours after such delay occurs. In such event, in accordance with Section 15.8, Contractor shall submit a proposal with respect to such potential Change, specifically identifying, among other things, the direct and continuing impact or effect of Owner's failure to perform, within five (5) Business Days after the expiration of the cure period referenced in clause (i) of this Section 13.7(a). Any Claims by Contractor resulting from any such delay caused by Owner shall be irrevocably waived and released unless Contractor provides such immediate oral and written notice to Owner and thereafter submits such detailed statement for the Claim to Owner within such five (5) Business Day period. Owner may issue an appropriate Change Order with respect to the applicable Work Schedule in accordance with Section 15.8 in connection with the cessation of such delay.

(b) Concurrent Delay. In no event shall Contractor be entitled to any compensation or adjustment to the applicable Work Schedule for any Project for any delay caused by Owner's failure to meet any obligation under this Agreement or the applicable Work Release or Project-Specific Agreement if there is a simultaneous or concurrent delay to the Work with respect to a Project caused by, or attributable to (by assumption of risk or otherwise), Contractor.

(c) Float. The float in the applicable Work Schedule for each Project shall be available to both Parties on a good faith, non-discriminatory basis. Notwithstanding anything herein to the contrary, Contractor shall not be entitled to any extensions or compensation resulting from any delays unless and until the delay exceeds the total available float for a particular Critical Path event.

13.8. Liquidated Damages for Unexcused Delays. The Parties recognize that the timely performance by Contractor of all Work is critically important to Owner's ability to address transmission system constraints, Owner's successful and timely integration of each Project in service for use as an integral component of the regional electric transmission grid, and the satisfaction of Owner's obligation to meet its commitments to customers, government agencies, and the general public; any delay not excused by Force Majeure is unexcused; and against such background, Contractor's failure to complete a Project in a timely manner will result in considerable inconvenience and expense to Owner, the full nature and extent of which cannot be reasonably ascertained at this time, but which are acknowledged by both Parties to be substantial. Based upon the foregoing, in the event that Contractor fails, for reasons not attributable to Force Majeure, to achieve Substantial Completion for a Project by the Applicable Substantial Completion Date applicable thereto, and without limitation of Owner's set-off rights under Section 14.9, Contractor shall pay to Owner as liquidated damages and not as a penalty those amount specified in the Project-Specific Agreement.

13.9. Scheduling. Unless otherwise agreed, Contractor and Owner shall utilize Critical Path scheduling and earned value reporting for each Project to help plan and monitor the

progress of Contractor's performance of the Work in accordance with the applicable Work Schedule, as more particularly described in the applicable Work Release or Project-Specific Agreement. Accordingly, for each Project, Contractor shall furnish its Milestone and other schedule(s), task and activity logic diagram(s), and such other data as may be reasonably required by Owner to monitor and oversee Contractor's performance, and Contractor shall furnish updates of such information no less frequently than once each week as a portion of the weekly status report issued pursuant to part 2 of Schedule 13.10. Use of all schedules and updates is subject to approval by Owner. Contractor shall not engage in preferential logic, float sequestering, or other scheduling techniques that enable Contractor to use available float without the prior approval of Owner. Owner shall have the right pursuant to the terms of the applicable Work Release or Project-Specific Agreement to correct the applicable Work Schedule to account for poor scheduling practices (including nontraditional logic and excessive Work activity durations).

13.10. Reports; Meetings; Records. For each Project, Contractor shall comply with the reporting, meeting and record retention requirements set forth on Schedule 13.10.

ARTICLE 14. COMPENSATION; PAYMENTS

14.1. Total Consideration. The Contract Compensation (or so much of it as is actually paid pursuant to this Agreement and the applicable Work Release or Project-Specific Agreement for Contractor's timely, correct, and proper performance of the Work hereunder) in accordance with this Article 14 and Article 7 are all of the compensation Contractor is entitled to receive from Owner for each Project, including, to the extent set forth in such Work Release or Project-Specific Agreement, compensation adjustments based on Contractor's performance (including incentive, bonus and/or liquidated damage arrangements). Owner shall compensate Contractor for all Services provided by or on behalf of Contractor for a Project pursuant to the terms of the applicable Contract Documents, including expenses to the extent reimbursable pursuant to the applicable provisions of the Pricing Schedule. . As consideration therefor, Contractor assumes all obligations with respect to the Work for each Project including (i) furnishing (including shipping and transportation costs) necessary equipment, materials, supplies, and services called for hereunder and under the applicable Work Release or Project-Specific Agreement, or necessarily implied, for the timely, correct, and proper performance of the Work; (ii) the cost of performing all Work; (iii) the cost to Contractor, and to all Persons performing Work by, through, or on behalf of Contractor at any tier, of all job, indirect, overhead, and general and administrative expenses; (iv) the profits of Contractor, and of all Persons performing Work by, through, or on behalf of Contractor at any tier; (v) all risks of every description arising out of, resulting from, or in any way relating to the prosecution of or failure to prosecute the Work including Contractor's risks under this Agreement, the applicable Work Release or Project-Specific Agreement and otherwise at Law and in equity; (vi) the costs and expenses of whatsoever kind or nature incurred by, through, or on behalf of Contractor in consequence of Owner supplementing or withdrawing or temporarily shutting down all or any portion of the Work applicable to each Project pursuant to Article 20; and (vii) the costs and expenses of whatsoever kind or nature incurred by, through, or on behalf of Contractor in consequence of Contractor's obligations to warrant its performance and to save, indemnify, hold harmless, and defend the Indemnified Persons and each of them as provided for herein.

14.2. Changes. For each Project, that portion of the Work affected by one or more Changes shall be priced in accordance with the applicable provisions of this Section 14.2. The manner and method of any payment by, or credit to, Owner for each Agreed Change Order and for each Directed Change Order shall be addressed in the provisions of each such Agreed Change Order and Directed Change Order.

14.3. Invoicing and Payment; Unvouchered Liabilities.

(a) Invoicing and Payment. Except with respect to Work performed by Contractor on a fixed, lump sum basis, in which case invoicing will be performed by Contractor in accordance with the applicable fixed, lump sum Work Release or Project-Specific Agreement, and except as otherwise provided in the applicable Work Release or Project Specific Agreement, Contractor shall prepare and submit to Owner invoices on a monthly or more frequent basis for each Project (in accordance with the notice instructions set forth in Section 25.3, the applicable Work Release or Project-Specific Agreement and the Pricing Schedule for the Work) on the [____] (_day of each month (unless submitted more frequently) for any payments that accrued (including under any Changes) during the period elapsed from the issuance of the immediately preceding invoice for such Project and for which Contractor is entitled to be paid as of the date of submission pursuant to the provisions of this Agreement. Any invoice submitted before such [_thirtyth____] (_30th_) day of the month shall be held by Owner until such day and shall be deemed to have been submitted on such designated day for all purposes hereof, including the terms of payment. Each invoice (a) shall be certified in writing as correct by the Contractor Representative for such Project, (b) shall contain a certification, in form and substance acceptable to Owner, that all Subcontractors have been paid in full for Work performed and supplies furnished for such Project as reflected in the immediately preceding invoice and that there are no mechanics Liens, suits or Claims against Contractor for non-payment, (c) shall be itemized (with reasonable detail) to fully describe each element charged to Owner, (d) for Work that is not performed on a firm, lump sum or unit basis, shall be accompanied by Contractor's daily time reporting sheets for the relevant period showing all labor provided and expenses charged to the Project, in such detail as Owner may require, and (e) shall clearly identify the applicable work order, activity numbers or other account numbers designated by Owner for each Work activity assigned, and (f) to the extent based upon the achievement of certain Milestone(s), shall be accompanied by written concurrence by the Owner Representative for such Project with the satisfaction of such Milestone. Contractor's certification of payment due shall constitute a representation to Owner, that, to the best of Contractor's knowledge, information and belief, the Work for such Project has progressed to the point indicated and the quality of the Work is completed in accordance with the applicable Contract Documents. Payment of each such Contractor invoice shall be conditioned on the Owner Representative for such Project certifying to Owner that all Work described therein has been correctly and properly performed and timely invoiced in compliance with the requirements, terms, conditions, and provisions of the applicable Contract Documents. Owner shall make payments to Contractor for all Work so certified by the Owner Representative for such Project within sixty (45) days after Owner's receipt of Contractor's correct invoice (or such shorter period, if any, required by Law). The invoiced amount shall be discounted by [_zero___] percent (_0_%) for payments made by Owner within thirty (30) days after receipt of such correct invoice. Payment shall be made in Dollars by wire transfer, or by other mutually agreeable method(s), to an account from time to time designated in

writing by Contractor. Notwithstanding the foregoing, Owner may refuse to pay any amount invoiced by Contractor if such invoiced amount is (a) for Work performed more than one hundred twenty (120) days prior to Owner's receipt of the initial invoice for such amount, or (b) is first received by Owner more than one hundred twenty (120) days after Final Acceptance (in either case referred to as a "Late Invoice"). Owner shall not have any obligation to Contractor to pay the amount of any Late Invoice, and Contractor hereby irrevocably waives and releases, any right or claim to payment(s) on account of each and every such Late Invoice. Owner may condition payment to Contractor upon the receipt of partial and final Lien waivers and releases and other documents from Contractor and all applicable Subcontractors, in substantially the forms attached to Appendix E-6 to Exhibit E, as applicable. No retainage shall be withheld from any payment; *however*, Owner may withhold payment of all or part of any invoice submitted with respect to a Project to such extent as may be necessary to protect itself from loss caused by:

(i) defective Work performed with respect to such Project not remedied;

(ii) claims filed or reasonable evidence indicating probable filing of claims by other Person(s) against Contractor and/or Owner in connection with any of the Work;

(iii) failure of Contractor to make payments properly to Subcontractors for material, labor or equipment supplied to such Project;

(iv) reasonable doubt that all of the Work with respect to such Project can be completed for the then unpaid balance;

(v) reasonable indication that the Work will not be completed in full compliance with the applicable Work Schedule;

(vi) unsatisfactory prosecution of any of the Work with respect to such Project by Contractor;

(vii) failure of Contractor to perform any of its obligations (including completion of any Punch List Items) under any of the applicable Contract Documents; and/or

(viii) Contractor's failure to have previously discussed the invoiced Work with the Owner Representative for such Project and/or the circumstances that resulted in a disagreement between the Contractor Representative for such Project and the Owner Representative for such Project, in each case in accordance with Schedule 13.10.

Owner shall notify Contractor of any withholding of payment and the grounds therefor, and when such grounds are resolved or Contractor provides a financial security or other assurance reasonably satisfactory in form and amount to Owner, payment of the amounts withheld will be made. When deemed reasonable by Owner, Owner may use such funds to rectify the situation giving rise to the withholding of funds. All Claims and Disputes shall be resolved before Final Payment hereunder shall be due or payable to Contractor.

(b) Unvouchered Liabilities. Subject to Section 14.3(i), Contractor shall be responsible for submitting unvouchered liabilities ("*UVLs*") via fax (Fax # (860) 665-6550) to Owner's contract services department on the twenty-fourth (24th) day of each month in the format set forth in Appendix E-9 to Exhibit E. The UVLs shall include the following:

(1) All invoices submitted to Owner for the current month or unpaid invoices from previous months.

(2) An estimate of all Work performed but not invoiced for that month or previous months.

(3) The Project number and accounting information for services and estimates.

14.4. Taxes.

(a) Contractor's Obligations. Unless otherwise set forth in an applicable Work Release or Project-Specific Agreement, the Pricing Schedule excludes any present or future Federal, State, county, municipal or other sales, use, excise or similar tax. For each Project, for a period of three (3) years following completion of the Work on that Project, Owner shall pay to Contractor as additional compensation any such taxes which Contractor is obligated by law to pay for all Work accepted and purchased by Owner; *provided* that (i) Contractor submits written notice to Owner within fourteen (14) days of Contractor's receipt of notification of any imposition of such taxes; and (ii) Contractor shall not be so reimbursed for any taxes paid for materials, equipment and services covered by a tax exemption certificate or a direct pay permit furnished by Owner pursuant to Section 14.4(b). Owner may, however, direct Contractor to withhold such payment and to contest the amount of any such tax imposition. Contractor shall fully cooperate with Owner in any such tax contest. Owner shall reimburse Contractor for any interest or penalties actually paid by Contractor as a result of Owner's exercise of its rights to contest the imposition of any taxes. Notwithstanding the obligations of Owner set forth above, Owner shall not be required to pay any taxes levied against Contractor's income or payroll. Need some clarity on this

(b) Tax Exempt 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. Owner shall not pay or otherwise reimburse Contractor for any taxes covered by a tax exemption certificate or Owner's direct payment permit even if Contractor, any of its Subcontractors and/or suppliers paid such tax.

(c) 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, or the date of initial 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.

14.5. Invoice Adjustments. Contractor may adjust any invoice previously rendered for any arithmetic, computational or other error, within one hundred eighty (180) days after the date of the invoice, but in no event more than one hundred eighty (180) days after Final Acceptance of an applicable Project, and any invoice, including such an adjusted invoice, rendered under this Agreement or any applicable Project-Specific Agreement shall be binding and conclusive on Contractor with respect to the amounts accrued during such invoiced period unless adjusted by Contractor within such 180 day period. Payment of any invoice shall not prejudice Owner's right to challenge the correctness of all or any portion of any invoice rendered and/or adjusted by Contractor under this Agreement or the applicable Work Release or Project-Specific Agreement; *provided* that Owner issues such challenge within the later to occur of one (1) year after Final Acceptance of such Project, or one hundred eighty (180) days after the completion of any audit pursuant to Sections 14.6 and/or 14.11. Any billing adjustment or billing challenge shall be given as soon as possible in writing and shall state the specific basis for the challenge or adjustment. If it is determined that a payment is required from one Party to the other, such payment shall be made within thirty (30) days after such determination.

14.6. Accounting for Non-Fixed Price Agreed Change(s) and Directed Change(s). Contractor shall accumulate and furnish and/or cause each Subcontractor to furnish any and all cost information, source documents and accounting data reasonably requested by Owner with respect to any actual or proposed Change not based upon a fixed price. Costs shall be accumulated by Contractor for each Agreed Change Order and for each Directed Change Order not based upon a fixed price. Each such cost accumulation shall be maintained for each Project in a separate set of accounts, on a job cost basis in accordance with generally accepted accounting principles. All costs, accounts, and records for or related to each Agreed Change Order and for or related to each Directed Change Order, including records of Subcontractors, shall be subject to audit (at Contractor's office located in **[_Westbrook Maine_____]**) by Owner or, at Owner's discretion, its designated representative(s). Issuance of an Agreed Change Order or a Directed Change Order and/or Contractor's compliance with the provisions of this Section 14.6 shall not be deemed or construed or interpreted as approval by Owner of any Claim asserted by Contractor or of the validity of any such Claim. If Contractor should fail to observe or comply with any requirement or provision of this Section 14.6, Contractor shall be deemed conclusively to have waived and released, and Owner shall be entitled to disallow, any Claim for Work directly or indirectly arising out of, resulting from, or in any way related to any applicable Agreed Change Order(s) and/or Directed Change Order(s). Contractor's obligation and Owner's rights under this Section 14.6 for each Project shall survive for a period of five (5) years after Final Acceptance of such Project.

14.7. Payment to Subcontractors. For each Project, Contractor shall pay all Subcontractors (including vendors of materials, equipment and/or supplies) promptly, in compliance with the applicable subcontract and Law; *provided* that Owner, in its discretion and upon notice to Contractor, may pay amounts directly to any Subcontractors for a Project.

Without limiting the generality of the foregoing, Contractor shall pay any amounts due to any Subcontractor, whether for labor performed or materials furnished for a Project, not later than thirty (30) days after the date that Contractor receives payment from Owner which encompasses the labor performed or materials furnished by such Subcontractor. Contractor shall keep each Site and each Project free from any Liens. Owner may condition payment to Contractor upon the receipt of Lien waivers and releases and other documents from Contractor and all applicable Subcontractors. Contractor, for itself and Subcontractors at any tier, shall suffer no Liens to exist upon any Site.

14.8. Reserved.

14.9. Set-Off. Owner shall have the right to set-off against any sums due Contractor hereunder and/or under the applicable Work Release or Project-Specific Agreement, with respect to a Project any Claims Owner may have against Contractor under this Agreement and/or under the applicable Work Release or Project-Specific Agreement, or any other contract between Owner and Contractor applicable to such Project, without prejudice to the rights of the Parties in respect of such Claims.

14.10. Invoices to Contractor. With respect to each invoice issued by Owner pursuant hereto, and without prejudice of Owner's rights and remedies hereunder, under the applicable Work Release or Project-Specific Agreement, at Law and/or in equity (including set-off rights), Contractor shall pay to Owner the full amount of such invoice within thirty (30) days after the issue date of such invoice. Payment shall be made in Dollars by wire transfer to an account from time to time designated by Owner in each invoice, or by another method(s) specified in such invoice. Owner may adjust any invoice previously rendered with respect to any Project for any arithmetic, computational or other error, within one hundred eighty (180) days after the date of the invoice.

14.11. Right to Audit. Owner shall have the right, directly or through its designated representatives, to inspect, audit and make copies of all of Contractor's and any Subcontractor's books, records, correspondence, receipts, vouchers and memoranda relating to or affecting any of the Contract Documents and/or relating to the Work related to any Project. Contractor and any Subcontractors shall preserve all such records for a period of six (6) years after Final Acceptance or Final Payment, whichever is later, under the last Work Release or Project-Specific Agreement in effect, and shall provide access to the principal office of Contractor or Subcontractor, as the case may be, in the United States for such audit during normal business hours.

ARTICLE 15. CHANGES IN THE WORK

15.1. Changes.

(a) Change Order Requests. Either Party may submit a Change Order Request to the other Party. Changes requested by Contractor shall not, however, be implemented until embodied in an Agreed Change Order. Contractor shall be responsible for providing any required notice of a Change Order to any surety or issuer of any bond, guaranty, or letter of credit of such occurrence. The Contractor shall forward all Change Orders requests to the Owner's Representative and shall forward a copy to the Transmission Contracts Administrator as identified in the blanket release order.

(b) Owner's Rights. Owner shall have the right to require Contractor to delete from, change, add to and/or otherwise alter 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 (as set forth in the Contract Documents), and to the extent such deletions, changes, additions and/or other alterations are within the general expertise of Contractor's or Subcontractors' personnel performing such Work.

(c) Notice. The Party submitting a Change Order Request will set forth in such Change Order Request the requested change to the Work, the Work Schedule and/or any other terms and/or conditions of the Contract Documents.

(d) Change Orders. If the Parties agree to an Agreed Change Order (or if Contractor automatically accepts Owner's Change Order Request under the provisions of Section 15.13), or Owner issues a Directed Change Order pursuant to this Article 15, the Work performed or to be performed shall be deemed to include or reflect such Changes reflected in the applicable Change Order. Upon receipt of an Agreed Change Order or a Directed Change Order, Contractor shall forthwith proceed to perform the Work, as changed, in accordance with the Agreed Change Order or Directed Change Order, as applicable, and all other terms and conditions of the Contract Documents for the Work, as changed by such Change Order.

(e) Evaluation. Contractor's entitlement to schedule relief, if any, under Change Orders issued by Owner pursuant to this Article 15 shall be evaluated based on those Critical Path activity(ies) materially affected by such Change.

(f) Limitation. Notwithstanding anything in this Article 15 or elsewhere in the Contract Documents, Contractor shall not be entitled to issue, make a Claim for and/or receive any Change for whatever reason, except under the facts and circumstances set forth in Sections 15.2 and 15.4 through 15.9, inclusive.

(g) No Delay. In no event and under no circumstances shall Claims or Disputes directly or indirectly arising out of, resulting from, or in any way related to any potential, actual or asserted Change(s) in the Work related to any Project serve as a basis for delay or non-performance by Contractor of Work for that or any other Project.

(h) Notice. In no event shall Contractor commence or undertake 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 in the form of a Change Order from Owner issued in accordance with this Article 15, and such prior written authorization shall be the only valid basis for payment of any extra compensation or adjustment of any schedule requirement to or for the benefit of Contractor. In all instances, Contractor shall orally notify the Owner Representative for such Project of any circumstances which could result in a Change (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, in accordance with Section 15.10, a written proposal with respect to such potential Change within five (5) Business Days after the date of the event or incident giving rise to such Claim. Any Claims by Contractor for increased compensation or extension of completion deadlines shall be irrevocably waived and released unless Contractor provides such immediate oral and written notice and thereafter submits such detailed statement for the Claim to Owner within such five (5) Business Day period.

(i) Limitation. Notwithstanding anything in this Article 15 or elsewhere in this Agreement or in any applicable Work Release or Project-Specific Agreement, Contractor shall not be entitled to issue any Claim and/or receive any Change for whatever reason, except under the facts and circumstances set forth in Sections 15.2 through 15.8.

15.2. Owner Changes Increasing the Work. Owner reserves the right, in its sole and exclusive discretion, to issue Change Orders that increase or similarly alter the scope of the Work. To the extent such increase or similar alteration to the scope of Work has material Critical Path impact, the Work Schedule shall be equitably adjusted. Other terms and conditions of the Contract Documents also are subject to modification pursuant to a Change Order increasing or similarly altering the scope of Work. If Owner, in its sole and exclusive discretion, issues any Change Order that increases or similarly alters the scope of the Work, the Work, as changed, shall be performed on the basis of an Agreed Change Order, subject to the provisions of Section 15.13.

15.3. Owner Changes Decreasing the Work.

(a) Owner's Rights. Owner reserves the right, in its sole and exclusive discretion and without prejudice to Owner's rights under Article 20, to issue Change Orders that decrease or similarly alter the scope of the Work for any Project. If Owner, in its sole and exclusive discretion, issues any Change Order that decreases or similarly alters the scope of the Work for any Project, and/or deletes or otherwise dispenses with any portion of the Work for any Project, the Work, as changed, shall be performed on the basis of an Agreed Change Order, subject to the provisions of Section 15.13. In any such case, Owner shall be entitled to receive a suitable and equitable credit against the Contract Compensation and an appropriate adjustment with respect to such credit shall be made to reflect any overpayment(s) that may have been made by Owner to Contractor; *provided* that (i) no Claim for compensation shall be made by Contractor for any loss of anticipated overhead or profit with respect thereto; and (ii) for any Work being performed on a firm, lump sum basis that includes allocated elements, the amount of such credit shall reflect such allocation to the fullest extent possible. In any such event, Owner shall be entitled to make a suitable and equitable adjustment in the applicable Work Schedule (to the extent of material Critical Path impact) and other terms and conditions of the Contract

Documents, if and as applicable.

(b) Effect. In the event that Owner elects to delete a portion of the Work for any Project, Contractor shall, subject to the provisions of Article 20, have no further responsibility with respect thereto, *except* that:

(i) if Owner elects to complete such Work with others, Contractor shall cooperate with Owner and with Owner's other contractors and suppliers to facilitate completion of such deleted portion of the Work;

(ii) Contractor's warranty obligations shall apply to any deleted portion of the Work to the extent that Contractor was responsible for performing such Work prior to its deletion or to the extent that Contractor actually performed or invoiced for such Work, whichever is greater;

(iii) Contractor's indemnity obligations shall apply to any deleted portion of the Work to the extent that Contractor was responsible for performing such Work prior to its deletion or to the extent that Contractor actually performed or invoiced for such Work, whichever is greater; and

(iv) such deletion shall not affect or impair in any manner whatsoever Contractor's obligations with respect to the remaining portion of the Work.

15.4. Changes for Artifacts. If the Work related to a Project requires excavation, then Contractor shall orally notify the Owner Representative for such Project immediately (with written confirmation within twenty-four (24) hours) in the event that Contractor encounters any artifacts, human remains or other items of archeological or historical significance at the Site. In such event, and irrespective of whether such discovery entitles Contractor to a Change Order, Contractor shall fully comply with the applicable provisions of the applicable Permits (including the immediate suspension of excavation in the affected area pending further direction in accordance with any such applicable Permit) and shall use all reasonable efforts to mitigate the financial and/or scheduling impact on Owner of any such discovery. Contractor shall submit to Owner in accordance with Section 15.10 a written proposal with respect to a potential Change to the Contract Compensation for such Project directly resulting from each such discovery as soon as practicable, but in no case later than five (5) Business Days after each such discovery. Without relieving Contractor of its obligations under the Contract Documents, any Claims by Contractor resulting from any such discovery shall be irrevocably waived and released unless Contractor provides such immediate verbal and written notice to Owner and thereafter submits such proposal to Owner within such five (5) Business Day period. If Contractor has complied with this Section 15.4, including the foregoing notice and submission requirements, Owner shall issue a Change Order for such Project and the Contract Compensation for such Project and the applicable Work Schedule (if materially affected by the Change), if and as appropriate, shall be adjusted to offset the actual, demonstrable effect of such discovery, with any Dispute resolved

pursuant to Section 15.13. Without limiting the generality of the foregoing, (a) the discovery of any such artifacts, human remains or other items of archeological or historical significance shall not relieve Contractor of any obligations under the Contract Documents including the compliance with Law (including any applicable Permits); (b) Contractor shall be responsible, at Contractor's sole cost and expense, for all damages to any such items resulting from the Work; and (c) any Change Order issued by Owner pursuant to this Section 15.4 shall not provide any relief to Contractor for any consequences resulting from any noncompliance.

15.5. Changes for Preexisting Hazardous Materials. If the Work related to a Project requires excavation, then Contractor shall orally notify the Owner Representative for such Project immediately (with written confirmation within twenty-four (24) hours) in the event that Contractor encounters any preexisting Hazardous Materials at such Site (including contaminated soil discovered during excavation) that have not been identified in the Contract Documents or Construction Documents. In such event, and irrespective of whether such discovery entitles Contractor to a Change Order, Contractor shall use all reasonable efforts to mitigate the financial impact on Owner of any such occurrence, in all cases in compliance with Law (including securing and storing such materials) and the Soil Handling Guideline; *provided* that Contractor shall not further disturb such condition prior to providing to Owner notice of such condition, *unless* action by Contractor is required by Law. Contractor shall submit to Owner in accordance with Section 15.10 a proposal with respect to a potential Change to the Contract Compensation for such Project directly resulting from each such discovery of Hazardous Materials as soon as practicable, but in no case later than five (5) Business Days after each such discovery. Any Claims by Contractor resulting from any such discovery shall be irrevocably waived and released unless Contractor provides such immediate verbal and written notice to Owner and thereafter submits such proposal to Owner within such five (5) Business Day period. If Contractor has complied with this Section 15.5, including the foregoing notice and submission requirements, Owner shall issue a Change Order for such Project and the Contract Compensation for such Project, if and as appropriate, shall be adjusted to offset the actual, demonstrable effect of such Hazardous Materials (including the cost determined in accordance with the Pricing Schedule of disposal by Contractor in compliance with Law), with any Dispute resolved pursuant to Section 15.13. *Notwithstanding anything to the contrary in this Section 15.5 or elsewhere in this Agreement, in the applicable Work Release or Project-Specific Agreement, or any of the other Contract Documents, Contractor shall not be entitled to schedule relief in any form or manner whatsoever in connection with encountering any such pre-existing Hazardous Materials, it being understood that Owner has assumed the financial obligation consistent with the Pricing Schedule of paying for the storage (if required under the Soil Handling Guideline) and disposal of such pre-existing Hazardous Materials, but Contractor has assumed sole responsibility for any delays and/or other timing and scheduling constraints associated with such pre-existing Hazardous Materials.* Without limiting the generality of the foregoing, (a) the discovery of any Hazardous Materials shall not relieve Contractor of any obligations hereunder including the compliance with Law (including the applicable Permits); and (b) any Change Order issued by Owner pursuant to this Section 15.5 shall not provide any relief to Contractor for any consequences resulting from any such noncompliance. Notwithstanding anything to the contrary in this Section 15.5 or elsewhere in the Contract Documents, Contractor shall not be entitled to a Change Order and shall be fully liable for all costs and expenses for identifying, testing, treating, removing, transporting and disposing of Pre-existing Hazardous Materials related to Contractor's breach of any of its obligations under the Contract Documents, negligence or willful misconduct

with respect to any such Pre-Existing Hazardous Materials.

15.6 Changes for Unforeseen Site Conditions. Contractor shall orally notify the Owner's Representative immediately (with written confirmation within one (2) Business Day) in the event that, during excavation of the Site, Contractor encounters any subsurface Site condition that Contractor could not have reasonably foreseen that materially and adversely affects the Critical Path and that, in each case, does not appear in any of the Contract Documents or the Construction Documents in any manner, has not been identified during Contractor's due diligence (including surveying) and cannot be reasonably avoided without crossing over or under such condition(s). Contractor shall not be entitled to any relief if such condition(s) appear in any of the Contract Documents or the Construction Documents (even if the actual location differs from that depicted therein). Contractor shall comply with Law and shall use all reasonable efforts to mitigate the financial and/or scheduling impact on Owner of any of such newly discovered condition(s). Contractor shall submit to Owner in accordance with Section 15.10 a written proposal with respect to a potential Change directly resulting from each such discovery as soon as practicable, but in no case later than ten (10) Business Days after each such discovery. Without relieving Contractor of its obligations under the Contract Documents, any Claims by Contractor resulting from any such discovery shall be irrevocably waived and released unless Contractor provides such immediate oral notice and one (1) Business Day written notice to Owner and thereafter submits such proposal to Owner within such ten (10) Business Day period. If Contractor has complied with this Section 15.6, including the foregoing notice and submission requirements, Owner shall issue a Change Order, and the Contract Compensation and/or Work Schedule (to the extent materially or adversely affecting the Critical Path), if and as appropriate, shall be adjusted to offset the actual, demonstrable effect of such discovery, with any Dispute resolved pursuant to Section 15.13. Without limiting the generality of the foregoing, (a) the discovery of any such unforeseen Site conditions shall not relieve Contractor of any obligations under the Contract Documents including compliance with Law; and (b) any Change Order issued by Owner pursuant to this Section 15.6 shall not provide any relief to Contractor for any consequences resulting from any such non-compliance.

15.7. Changes for Rock. If the Work related to a Project requires excavation, then Contractor shall orally notify the Owner Representative for such Project as soon as possible and in writing within twenty-four (24) hours in the event that during excavation of the Site, Contractor encounters any Rock on such Site (except for rock shown on the applicable Contract Documents or other documents or materials available to Contractor.) Contractor shall use all reasonable efforts to mitigate the financial impact on Owner of any such occurrence. Contractor shall submit to Owner in accordance with Section 15.10 a proposal with respect to a potential Change to the Contract Compensation for such Project directly resulting from each such discovery of Rock as soon as practicable, but in no case later than five (5) Business Days after each such discovery. Any Claims by Contractor resulting from any such discovery shall be irrevocably waived and released unless Contractor provides such immediate verbal and written notice to Owner and thereafter submits such proposal to Owner within such five (5) Business Day period. If Contractor has complied with this Section 15.7, including the foregoing notice and submission requirements, Owner shall issue a Change Order for such Project and the Contract Compensation for such Project, if and as appropriate, shall be adjusted to offset the actual, demonstrable effect of such Rock (including the cost determined in accordance with the Pricing Schedule), with any Dispute resolved pursuant to Section 15.13. *Notwithstanding*

anything to the contrary in this Section 15.7 or elsewhere in this Agreement, in the applicable Work Release or Project-Specific Agreement, or in any of the other Contract Documents, Contractor shall not be entitled to schedule relief in any form or manner whatsoever in connection with encountering Rock, it being understood that Owner has assumed the financial obligation consistent with the Pricing Schedule of paying for removal of Rock, but Contractor has assumed sole responsibility for any delays and/or other timing and scheduling constraints associated with Rock. Without limiting the generality of the foregoing, (a) the discovery of any Rock shall not relieve Contractor of any obligations hereunder including compliance with Law (including any applicable Permits (including any blasting requirements and the disposal of Rock at Contractor's expense)); (b) Contractor shall be responsible, at Contractor's sole cost and expense, for all damages resulting from removing Rock, including all compensation to landowners resulting from blasting; and (c) any Change Order issued by Owner pursuant to this Section 15.7 shall not provide any relief to Contractor for any consequences resulting from any noncompliance herewith.

15.8. Changes due to Critical Path Delay Caused by Owner.

(a) Delay. If, notwithstanding Contractor's mitigation efforts, Owner determines that Contractor has experienced a delay in a Critical Path event for a Project as a direct result of Owner's failure to perform its obligation hereunder, and not in any way as a result of a Force Majeure event, after notice and cure pursuant to Section 13.7(a), then Owner shall issue a Change Order limited to the portion of the Work affected by such delay and the duration of the delay to the Critical Path (i) adjusting the applicable Work Schedule to offset the actual, demonstrable effect of such delay in such Critical Path (or, in Owner's sole discretion, in lieu of schedule relief, the Contract Compensation shall be so adjusted in accordance with the Pricing Schedule to reflect the actual, demonstrable effect of additional Work resulting from such delay), and (ii) compensating Contractor for actual damages directly resulting from such delay, in each case in accordance with Section 13.7(a). Any Dispute with respect to the foregoing shall be resolved pursuant to Section 15.13. Such Change Order shall be issued by Owner after receipt of Contractor's proposal under Section 15.10 in compliance with the time requirements of Section 13.7(a).

(b) Suspension. If, notwithstanding Contractor's mitigation efforts, Owner determines that Contractor experiences a delay in a Critical Path event for a Project as a direct result of Owner exercising its right to temporarily suspend the Work in accordance with Section 20.1, then Owner shall issue a Change Order adjusting the applicable Work Schedule to offset the actual, demonstrable effect of such delay in the Critical Path, with any Dispute resolved pursuant to Section 15.13; *provided* that (i) if Owner has not notified Contractor of such suspension prior to crew arrival at job site, or such suspension exceeds one (1) hour, then Owner will compensate Contractor pursuant to the Pricing Schedule for Contractor's affected labor and equipment through the end of the scheduled work day, if no other productive work is available; (ii) in lieu of schedule relief, Owner, in Owner's sole discretion, may accelerate and/or maintain the Work Schedule and adjust the Contract Compensation for such Project in accordance with the Pricing Schedule to reflect the actual, demonstrable effect of additional Work resulting from such delay; and (iii) such Change Order shall include demobilization and remobilization expenses under the circumstances set forth in Section 20.1(b). Such Change Order shall be issued by Owner after receipt of Contractor's proposal under Section 15.10 in compliance with

the time requirements of Section 13.7(a).

15.9. Changes Caused by Force Majeure. Notwithstanding the Claiming Party's mitigation efforts, in the event and to the extent that a Force Majeure results in an actual, unavoidable and material delay in a Critical Path Event, the Claiming Party shall give the other Party written notice thereof promptly after the Claiming Party learns of the effects of the Force Majeure in accordance with Section 13.5. The Claiming Party shall propose such Changes to the applicable Work Schedule, as it believes to be necessary, by reason of such Force Majeure as soon as possible, but not later than five (5) Business Days after the cessation of the Force Majeure. The Parties shall then agree upon an equitable adjustment with respect to the affected Project(s), with any unresolved Dispute being subject to Section 15.13. Notwithstanding anything to the contrary in the foregoing or elsewhere in this Agreement or in the applicable Work Release or Project-Specific Agreement, Contractor shall not be entitled to any adjustment to the Contract Compensation or any other financial compensation of whatever nature as a result of the occurrence of a Force Majeure; *provided* that in lieu of schedule relief, Owner, in Owner's discretion, may accelerate and/or maintain the Work Schedule and adjust the Contract Compensation for such Project in accordance with the Pricing Schedule to reflect the actual additional Work that, but for the schedule delay caused by such Force Majeure, would not have been required to meet the schedule for completing the affected portion of the Work.

15.10. Change Proposals. As part of each Change Order Request made by Contractor under this Article 15, Contractor shall submit a written proposal (including a proposed form of Change Order), at no additional cost to Owner, detailing at a minimum a summary of the Change(s) proposed, person-hours by labor category to be added or deducted by reason of the proposed Change(s), unit pricing (if applicable), and the impacts (if any) expected to be occasioned thereby on the cost of the Work, the applicable Work Schedule and/or any of Contractor's obligations (including the Performance Warranties for the affected Project). Such written proposal details shall, for any Change(s) proposed by Contractor in accordance with Sections 15.4 through 15.7, be submitted to Owner at the same time as Contractor's notice to Owner of the Change(s) proposed to be made and, for any Change(s) proposed or directed by Owner, be submitted to Owner within five (5) Business Days after Owner's written request therefor. Unless otherwise directed by Owner, any Change proposal(s) may be based upon either a firm fixed price or time and equipment or unit pricing; *provided* that:

(a) Contractor's proposal may include cost-plus time and material pricing on an exception basis if justified by the circumstances;

(b) all pricing methodology shall be compliant with the Pricing Schedule; *provided* that if the Pricing Schedule does not specifically address any costs, Contractor's pricing thereof shall be set forth in detail and the pricing methodology for such cost shall be consistent with the methodology used in creating the Pricing Schedule;

(c) such proposal shall set forth in reasonable detail the facts or assumptions and the calculation(s) used in arriving at the pricing (using the Pricing Schedule or such underlying methodology); and

(d) Contractor shall use commercially reasonable efforts to mitigate the

financial impact on Owner of any Change.

Owner reserves the right, in its sole discretion, to reject (in whole or in part) the pricing of Work under Change Orders on firm fixed price and/or unit and/or time and equipment pricing, and direct the use of cost-plus time and material pricing in accordance with the Pricing Schedule (or such consistent methodology referenced above). Contractor shall, at the request of Owner, solicit proposals for the performance of Change Order Work from any qualified Subcontractor identified by Owner. Such proposals shall be provided to Owner, and Owner may, at its option, direct Contractor to engage such Subcontractor to perform the subject Work; *provided* that any such direction shall not diminish or otherwise impair Contractor's obligations with respect to such Work.

15.11. Value Engineering. Contractor shall make reasonable efforts to identify potential Changes to each Project which may enhance its efficiency, reliability, serviceability and/or economy of operation and/or maintenance, accelerate the applicable Work Schedule, reduce the cost(s) of construction, installation or assembly, or otherwise enhance such Project's benefits to Owner. Contractor, in its reasonable judgment, may propose to Owner any such potential Change, along with the proposed adjustment of the Contract Compensation, the applicable Work Schedule or any other terms and conditions of the Contract Documents (including the Performance Warranties for the affected Project) pursuant to a Change Order Request. Owner shall consider any such proposed Change Order Request and may approve, in its sole and exclusive discretion, any such Change Order Request, whereupon an appropriate Agreed Change Order shall be duly executed and delivered by Owner and Contractor.

15.12. Work by Others; Subcontractors. Owner may at its option contract with one or more Third Parties for the performance of Work that would otherwise result in a Change Order with respect to a Project; *provided* such Work shall be of a nature so as to have no effect on any Performance Warranty for the affected Project. Contractor shall have no warranty responsibility for such work performed by others. Contractor shall reasonably cooperate with such Third Parties, and Owner shall ensure that such Third Party work will be performed so as to not unreasonably interfere with Contractor's activities or achievement of Substantial Completion.

15.13. Claims/Disputes Involving Changes. Within five (5) Business Days after receipt of any Change Order Request from Owner, Contractor shall notify Owner of any Claim with respect to all or any portion of Owner's Change Order Request. Failure of Contractor to notify Owner of any such Claim within such five (5) Business Day period shall automatically constitute acceptance by Contractor of such Change Order Request thereby resulting in an Agreed Change Order. Acceptance by Contractor of such Change Order Request (in writing or through Contractor's failure to assert a Claim with respect to such Change Order Request within such five (5) Business Day period) shall be a final and binding settlement and release between the Parties with respect to the matters set forth in such accepted Change Order Request. If Contractor provides Owner timely notice of any Claim with respect to any portion of Owner's Change Order Request, and the Parties are unable to agree upon an Agreed Change Order pursuant to Owner's Change Order Request, or if Owner believes that Owner's proposed changes must be implemented without the delay reasonably necessary to permit the Parties to establish an Agreed Change Order, Owner may (at any time) issue a Directed Change Order. Contractor shall fully comply with each Directed Change Order without delay and without any other impact to Contractor's performance of Contractor's obligations under

the Contract Documents, subject to subsequent Dispute resolution. At Owner's option, any Agreed Change Order or Directed Change Order may provide for Work to be performed by Contractor on a time and equipment basis (with a not-to-exceed cap), on a firm fixed price basis, or on a cost-plus basis (with a not-to-exceed cap), as more fully described in the Pricing Schedule.

ARTICLE 16. TESTING AND ACCEPTANCE OF THE WORK; DRAWINGS

16.1. RESERVED

16.2. Acceptance Test Procedures. If the applicable Work Release or Project-Specific Agreement requires one or more Acceptance Tests, at least thirty (30) days prior to the anticipated date for each Acceptance Test for each such Project, Contractor shall prepare and submit a test plan for such Acceptance Test to Owner for review and approval. Such Acceptance Test plans shall set forth in reasonable detail the procedures to be used, the specific measurements to be made, the proposed usage of permanent and temporary instrumentation and the organization of the test team, the staffing and monitoring requirements during the applicable Acceptance Testing, and the Acceptance Test schedule.

16.3. Acceptance Testing.

(a) Notice. If the applicable Work Release or Project-Specific Agreement requires one or more Acceptance Tests, Contractor shall provide Owner and Owner Representative with at least ten (10) Business Days' prior written notice of the commencement of each Acceptance Test to be conducted by Contractor for each such Project. Contractor shall conduct each such Acceptance Test and provide information with respect to the results thereof in accordance with the approved test plan. Pursuant to Section 9.15, Owner and Owner Representative for such Project shall have the right to monitor the conduct of each such Acceptance Test.

16.4. Certificate of Substantial Completion. Only with respect to fixed, lump sum Projects, if such a Project successfully passes all Acceptance Testing pertaining to Substantial Completion to Owner's satisfaction, Contractor shall issue to Owner and Owner Representative for such Project a Certificate of Substantial Completion. Within ten (10) Business Days after receipt of a Certificate of Substantial Completion from Contractor, Owner shall inspect all Work, and either (a) deliver to Contractor a written acknowledgment that Substantial Completion has been achieved to Owner's satisfaction, as determined in Owner's sole discretion, or (b) notify Contractor in writing that Substantial Completion has not been achieved to Owner's satisfaction, as determined in Owner's sole discretion, stating in reasonable detail its reasons therefor. In the event Owner asserts that Substantial Completion has not occurred, Contractor shall promptly take such corrective action as will cause Substantial Completion to occur and shall issue to Owner and Owner Representative for such Project another Certificate of Substantial Completion. Such procedure shall be repeated as necessary until Owner issues a written acknowledgment that Substantial Completion has occurred to Owner's satisfaction, with the concurrence of the Owner Representative for such Project. Substantial Completion shall be deemed to have been achieved as of the date upon which Owner executes the Certificate of Substantial Completion.

16.5. Use Prior to Acceptance. Whenever Owner determines that any portion of the

Work performed by Contractor is in a condition suitable for use and the best interest of Owner requires such use, Owner may take possession of, or use, such portion. Such use by Owner shall not be construed as constituting acceptance for any purpose whatsoever (including commencement of the Warranty Period), and shall neither relieve Contractor of any of its responsibilities under the Contract Documents, nor act as a waiver by Owner of any of conditions of acceptance; *provided* that (i) Contractor shall not be liable for the cost of repairs, rework, or renewals which may be required due to ordinary wear and tear resulting from such use; and (ii) risk of damage or loss with respect to such Work shall reside with Owner for so long as Owner continues such use.

16.6 Punch List Items. With respect to fixed, lump sum Projects, Substantial Completion shall not be delayed due to minor deficiencies in a Project as a whole or due to items or Work remaining to be performed or corrected which will not materially affect the safe and normal operation of the Project in accordance with Prudent Industry Practices and Law (including the applicable ISO-NE requirements) and as contemplated under the Contract Documents. At least ten (10) Business Days before Contractor expects Substantial Completion to occur, Contractor shall provide to Owner a list of any such items for Work remaining to be performed or corrected ("*Punch List Items*"). Owner and the Owner Representative for such Project shall be entitled to verify such list of Punch List Items, and to modify such list of Punch List Items to the extent necessary to allow for Final Acceptance, within such ten (10) Business Day period; *provided* that such verification shall not limit, impair or otherwise affect Contractor's obligation to fully and completely perform all of the Work (even if omitted from the Punch List Items). Notwithstanding the occurrence of Substantial Completion, Contractor shall remain obligated to complete the Punch List Items in accordance with the Contract Documents. If Contractor fails to complete the Punch List Items within ninety (90) days after Substantial Completion (or such longer period as agreed by the Parties in connection with the creation of the list of Punch List Items), Owner may notify Contractor of its intent to complete any outstanding Punch List Items, and if Contractor fails to provide reasonable assurance to Owner's satisfaction with respect to the completion of such outstanding Punch List Items within five (5) Business Days after receipt of Owner's notice, Owner shall have the right, at Contractor's sole cost and expense, to effect completion. Owner shall have the right to set-off against other amounts due to Contractor hereunder and/or to invoice Contractor for such expense. Final Acceptance of a Project shall not occur until the full and final acceptance of all Punch List Items to the satisfaction of Owner.

16.7. Releases and Waivers. In addition to the conditional Lien waivers that Owner may require Contractor to provide with each invoice in accordance with Section 14.3, for every fixed price Project, Contractor shall deliver as a condition of Final Acceptance of each such Project (a) an affidavit of Contractor providing that releases or waivers of all Liens in connection with the Work (including releases or waivers for all labor, services, materials and equipment for which a Lien could be filed) have been obtained and/or that such costs have been paid or otherwise satisfied; and (b) original, fully executed Lien waivers and releases from Contractor, all Subcontractors and all other Persons possessing Lien rights related to the Work, except to the extent that Contractor demonstrates to Owner’s satisfaction that a lien waiver from one or more of the Subcontractors or other Persons is not necessary because they do not have any Lien rights. Owner may also require, as a condition of Final Acceptance and any payment (including Final Payment), that Contractor deliver to Owner such affidavit and such waivers and releases for any

Project for which the Work is performed on a time and equipment basis.

16.8. Notice of Final Acceptance. With respect to every Project under this Agreement, when Contractor believes that Final Acceptance of a Project has occurred, it shall deliver, with the invoice for Final Payment for such Project, to Owner and the Owner Representative a Certificate of Completion and Request for Final Acceptance, together with an affidavit of environmental compliance if required by any applicable Permits and in form and substance acceptable to Owner. Within ten (10) Business Days after receipt of the Certificate of Completion and Request for Final Acceptance, Owner shall review and inspect the Work, and either (a) deliver to Contractor a written acknowledgment (by countersigning such certificate) that Final Acceptance of a Project has occurred to Owner's satisfaction, as determined in Owner's sole discretion, or (b) withhold, in Owner's sole and exclusive discretion, Final Acceptance in writing with a reasonably detailed explanation of the reasons for such disapproval. In the event Owner asserts that Final Acceptance of a Project has not occurred, Contractor shall promptly take such corrective action as will cause Final Acceptance of such Project to occur and shall issue to Owner and the Owner Representative for such Project another Certificate of Completion and Request for Final Acceptance. Such procedure shall be repeated as necessary until Owner issues such acknowledgment, with the concurrence of the Owner Representative for such Project. Final Acceptance of a Project shall be deemed to have been achieved as of the date upon which Owner issues its acknowledgment. Notwithstanding the foregoing, Owner may in its sole discretion waive the requirement that Contractor deliver a Certificate of Completion and Request for Final Acceptance and either (a) issue a notice of Final Acceptance to Contractor in a form (including electronic (e.g., e-mail)) selected by Owner in its sole discretion in which case the date on which such notice is issued shall be the date Final Acceptance is deemed to have been achieved, or (b) treat the date of Owner’s issuance of Final Payment as the date on which Final Acceptance is deemed to have been achieved.

16.9. Nature of Approval. Neither Owner's acknowledgement of Substantial Completion or Final Acceptance of a Project, nor its failure to grant the same, nor its other acceptance, approval, and/or acquiescence nor its failure to grant the same in connection with any act, omission, performance, or conduct by Contractor, or by any Subcontractor at any tier, shall relieve or be deemed to relieve Contractor of any warranty, code, standard, or other duty of any kind or nature to which Contractor is otherwise obligated pursuant to any requirement, term, condition, or provision of the Contract Documents and/or pursuant to any Law.

16.10. Reserved.

ARTICLE 17. TITLE AND RISK OF LOSS

17.1. Title to Project. Title to each Project, including all materials, equipment (including spare parts, if any, supplied in accordance with Section 9.17) and/or supplies furnished as part of the Work shall pass from Contractor to Owner immediately upon payment from Owner to Contractor for Work that involves such materials, equipment and/or supplies; *provided* (i) that any title with respect to a fixed lump sum Project that has not transferred prior to Substantial Completion of such Project shall transfer to Owner at that time, and any title with respect to any other Project that has not transferred prior to Final Acceptance shall transfer to Owner at that time, and (ii) that title to all cable and other related items of equipment constituting

Power Cable (including spare parts) shall automatically and without further action by the Parties transfer to Owner simultaneously with the arrival of cable and other Power Cable at the Site of such Project or Contractor's storage facility in the state/commonwealth in which the applicable Work is being performed, or Owner's payment for such cable or Power Cable whichever occurs earlier. Such title shall pass without any further act or documentation. Without limiting the foregoing, upon written request by Owner, Contractor shall execute and deliver all appropriate instruments, if any, necessary to evidence transfer of title and take such actions as Owner reasonably requests to protect and perfect Owner's interest in each Project. In the event Owner is unable, after reasonable effort, to secure the signature of Contractor on any document or documents needed to transfer title to any materials, equipment and/or supplies, for any reason whatsoever, Contractor hereby irrevocably designates and appoints Owner and its duly authorized officers and agents as Contractor's agent and attorney-in-fact to act for and on behalf of Contractor in connection with transfer of title to Owner with the same legal force and effect as if executed by Contractor. Contractor warrants that at the time of transfer pursuant to this Section 17.1, good and marketable title to all materials, equipment and/or supplies installed by Contractor in such Project, free and clear of all Liens. In connection with Final Acceptance of each Project, the Parties shall reasonably cooperate to apportion (using the Federal Regulatory Energy Commission (or its successor) plant unit code breakdown method unless otherwise agreed in writing by the Parties) the value of such Project by each town within a Site, for purposes of future personal property taxes applicable thereto. Notwithstanding anything to the contrary in this Agreement or any applicable Work Release or Project-Specific Agreement, the passage of title shall not relieve Contractor of any of its obligations to perform the Work and/or otherwise fulfill its obligations under this Agreement or such Work Release or Project-Specific Agreement.

17.2. Risk of Loss. The care, custody and control, and risk of damage or loss of the Work for each Project, including materials, equipment and supplies whether stored at or off the Site of such Project, shall remain with Contractor until Substantial Completion of such Project, at which time care, custody and control and risk of damage or loss for the materials, equipment and/or supplies incorporated into such Project shall reside with Owner. The passage of title to Owner for any items (including Power Cable) prior to Substantial Completion of a Project shall not affect in any manner whatsoever the retention of risk of loss and liability by Contractor, and Contractor shall maintain insurance coverage in accordance with Section 19.1 to protect the interest of Owner in materials, equipment and supplies owned by Owner and to be installed or otherwise used by Contractor in connection with the Work.

17.3. Owner Equipment, Materials, and Supplies.

(a) No Obligation. Owner shall have no obligation to furnish any facilities, equipment, materials, and/or supplies in aid of any of the Work. Circumstances may arise where Contractor will request that Owner make available to Contractor certain equipment or facilities and operators for the performance of certain Work. If Owner supplies equipment or facilities under a Work Release or Project-Specific Agreement and/or Owner agrees to such request, in Owner's sole and exclusive discretion, such equipment or facilities will be for Contractor's account at rates specified by Owner and subject to such terms and conditions (which may be in addition to those set forth in this Agreement or in any applicable Work Release or Project-Specific Agreement) as owner may require. Contractor shall bear full responsibility for the care,

custody, and control of all equipment, materials, and supplies furnished to or for the benefit of Contractor by Owner pursuant to the provisions of this Section 17.3.

(b) Condition. Contractor shall assure itself of the condition of such Owner equipment and facilities before use and hereby assumes all risks and responsibilities in the use of such facilities and equipment. Contractor agrees to indemnify and hold Owner harmless against any obligations, liabilities, damages or claims that may arise from such use, and shall provide any insurance coverage that Owner may require with respect to such use. Before returning such equipment and facilities to Owner, Contractor shall verify that no part of such equipment or facilities loaned to Contractor has been over-stressed or damaged in any way as a result of its use.

(c) Personnel. In the event such Owner equipment is furnished with an operator, such operator will perform his services under the complete direction and control of Contractor and shall be considered Contractor's employee for all purposes other than the payment of wages, worker's compensation or other benefits paid directly to him by Owner.

ARTICLE 18. WARRANTIES

18.1. General. Contractor warrants that any and all goods, services, and Information provided or delivered to Owner hereunder shall be suited to its intended application and function and, in addition and not by way of limitation, that any and all Work performed by, through, or on behalf of Contractor shall conform to any and all requirements, terms, conditions, and provisions of this Agreement, each Work Release and Project-Specific Agreement and the other Contract Documents and shall be performed or provided in accordance with the highest professional standards applicable to the construction industry, to the utility industry, and to electrical transmission activities. The warranties provided for in this Agreement or in each applicable Work Release or Project-Specific Agreement shall apply regardless of where the Work is performed.

18.2. RESERVED

18.3. Services.

(a) Warranty. Contractor warrants that any and all services performed or provided by, through, or on behalf of Contractor as a part of or in connection with all of the Work shall:

(i) be performed by personnel who are fully qualified and competent and whose recommendations, guidance and performance reflect professional knowledge, judgment, and performance in accordance with the highest standards applicable to the utility and construction industries; and

(ii) comply with and conform to all provisions of this Agreement, each applicable Work Release and Project-Specific Agreement, and the applicable Construction Documents and Contract Documents, and

to any and all provisions of any and all Laws.

(b) Corrective Action. If Owner determines that during the Warranty Period applicable to such Project, any portion of the services of, through, and/or on behalf of Contractor fails to comply with the warranties set forth in Section 18.3(a), or if a defect or error is discovered in any design, plan, drawing, specification, data or any other 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 design, plan, drawing, specification, data or Information, or (ii) fully reimburse Owner for all costs incurred by Owner to effect such corrective action. If Owner directs Contractor to re-perform or correct such Work, and Contractor fails to correct defective or nonconforming services within a reasonable time after written notice from Owner (taking into account the circumstances at the time with respect to the operation of the Project), Owner may notify Contractor of its intent to complete such Work, and if Contractor fails to provide reasonable assurance to Owner's satisfaction with respect to the immediate completion of such Work within five (5) Business Days (or such shorter period as may be appropriate under exigent circumstances) after receipt of Owner's notice, Owner may correct the same at Contractor's expense. Owner shall have the right to set-off against other amounts due to Contractor hereunder and/or to invoice Contractor for such expense.

18.4. Workmanship. Contractor warrants all of the Work to be free of defects in workmanship. If Owner determines that during the Warranty Period applicable to a Project, any portion of the Work fails to comply with such warranty, or if a defect or error is discovered in any design, plan, drawing, specification, data or any other Information supplied with such services, Contractor shall, at its sole cost and at Owner's option, (a) correctly perform such services or correct the defect or error in the design, plan, drawing, specification, data or Information within five (5) Business Days (or such shorter period as may be appropriate under exigent circumstances) after receipt of Owner's notice, or (b) fully reimburse Owner for all costs incurred by Owner to effect such corrective action. If Owner directs Contractor to re-perform or correct such Work, and Contractor fails to correct defective or nonconforming services within such designated time period, Owner may correct the same at Contractor's expense. Owner shall have the right to set-off against other amounts due to Contractor hereunder and/or to invoice Contractor for such expense.

18.5. Equipment, Materials and Supplies. During the Warranty Period applicable to a Project, Contractor warrants that all equipment, materials and supplies furnished by, through, or on behalf of Contractor for use or consumption in the course of or for incorporation into the Work (including warranty repairs) shall:

(a) be free from defects in title (including any Liens), material and workmanship;

(b) comply with and conform to all provisions of this Agreement and any applicable Work Release or Project-Specific Agreement, including the applicable Technical Specifications, ISO-NE requirements, and to any and all provisions of any and all Laws;

(c) if specified in the applicable Technical Specifications, equal or exceed the type, grade, quality, and condition so specified or, if not specified in the applicable Technical

Specifications be new, fit for the purpose intended under this Agreement or under the applicable Work Release or Project-Specific Agreement, of first quality and of a type, grade, quality, and condition equal to the highest standards applicable to the electric transmission and distribution industry; and

(d) be furnished by a fully qualified and experienced source whose facilities are employed and whose personnel are educated, trained, and experienced in the procurement of raw materials, components, and/or assemblies; production process(es) and actual production; inspection, testing and quality assurance; and logistics, all as applicable to the equipment, materials, and/or supplies being furnished as part or in aid of the Work.

If the warranty set forth above is breached, Contractor shall at its cost and expense and at Owner's option, either repair or replace the affected equipment and/or materials. The nature and extent of any such repair or replacement shall be determined by Owner, in its discretion. If Contractor fails to so repair or replace within a reasonable time after written notice from Owner (taking into account the circumstances at the time with respect to the operation of the affected Project), Owner may notify Contractor of its intent to complete such Work, and if Contractor fails to provide reasonable assurance to Owner's satisfaction with respect to the immediate completion of such Work within five (5) Business Days (or such shorter period as may be appropriate under exigent circumstances) after receipt of Owner's notice, Owner may correct the same at Contractor's expense. Owner shall have the right to set-off against other amounts due to Contractor hereunder and/or to invoice Contractor for such expense.

18.6. Non-Infringement. Contractor warrants that:

(a) Contractor shall convey to Owner unrestricted and exclusive right, title, and interest in and to (i) all of the Work, (ii) all materials, equipment and/or supplies, and (iii) all Information, in whatever form, applicable thereto including the unrestricted and exclusive right to use such Information for whatever purpose Owner may wish; and

(b) neither Contractor nor any Subcontractor, nor any other Third Party shall have any right, title, or interest in or to any of the Work, or any portion thereof including any patent, copyright, trademark, or data rights affecting the Work that is or would be under certain circumstances inconsistent with Owner's unrestricted and exclusive right, title, and interest therein;

(c) Contractor has, and/or when licensed to Owner in accordance with this Agreement will have, good title to and owns all Intellectual Property;

(d) all such Intellectual Property is, and/or when so licensed will be, the original development of Contractor and does not infringe upon intellectual property or other rights of others (including any patent, copyright, trade secret or other proprietary rights);

(e) Contractor has full power and authority to grant the rights with respect to Intellectual Property granted within this Agreement to Owner; and

(f) Contractor has not previously conveyed or otherwise granted (and will not

grant) any other rights in the Intellectual Property to any Person that conflict with, or could otherwise impair, the rights granted to Owner pursuant hereto.

Without limitation of any other rights and/or remedies that Owner may have under the Contract Documents, at law and/or in equity, if during the Warranty Period, the warranty set forth above is breached, then Contractor shall indemnify each Indemnified Person pursuant to Section 22.3 with respect to any Infringement Losses.

18.7. Completion. Contractor warrants that it shall complete the Work related to each Project in accordance with the applicable Work Schedule. If any Work falls behind schedule due to causes attributable to Contractor or any Person under its control, Contractor shall, at its sole expense, use its best efforts to restore such Work to schedule, including placing its forces and those of its Subcontractors on extended working hours, assigning additional forces to the Work, and establishing expedited, priority treatment for the acquisition, fabrication, and delivery of the materials, equipment and supplies necessary to complete the Work. Contractor warrants that, as of and upon Final Acceptance of a Project, all Work shall conform to all requirements of this Agreement and the applicable Work Release or Project-Specific Agreement to Owner's satisfaction.

18.8. Performance Warranties. Without limitation of the other warranties set forth in this Article 18 or in the applicable Work Release or Project-Specific Agreement, Contractor absolutely and unconditionally warrants the performance of each Project as described in the applicable Work Release or Project-Specific Agreement, and the applicable Technical Specifications for the period and with the consequences set forth therein.

18.9. Restoration and Monitoring Warranties. Without limitation of the other warranties set forth in this Article 18 or in the applicable Work Release or Project-Specific Agreement, Contractor absolutely and unconditionally warrants the Work for the Warranty Period or such other period (if any) set forth in the applicable Work Release or Project-Specific Agreement for the period set forth therein for such Work, irrespective of any defect in the design, installation and/or workmanship of such warranted Work. If Owner determines that any of such Work requires reperformance, restoration, replacement and/or monitoring during the applicable period under the applicable Work Release or Project-Specific Agreement, Contractor shall, at its sole cost, repair or replace the affected Work within the applicable repair period set forth in the applicable Work Release or Project-Specific Agreement; *provided* that if such Work relates to any property owned by a Governmental Authority, and such Governmental Authority or its designee has effected such repair or replacement, Contractor shall fully and immediately after notice from (a) such Governmental Authority, pay to such Governmental Authority all costs and expenses incurred by such Governmental Authority in connection with such action; and/or (b) Owner, reimburse Owner for all payments made by Owner to, or for the benefit of, such Governmental Authority in connection with such action; *provided, further*, that solely in the event of any Force Majeure event described in subsections (i) and (iii) of the definition of Force Majeure set forth in Section 1.1, Contractor shall not be responsible for, and shall have no obligation to pay for and/or restore, replace and/or monitor any of the Work described in the applicable Work Release or Project-Specific Agreement. If Contractor fails to effect such repair or replacement within such designated repair period, Owner may correct the same at Contractor's expense. Owner shall have the right to set-off against other amounts due to Contractor hereunder

and/or to invoice Contractor for such expense.

18.10. Reserved.

18.11. Conditions of Warranty. The warranties set forth in Section 18.3, 18.4, and 18.5 shall exclude, and Contractor shall not be responsible for, unauthorized repairs, replacement, or corrections made to any of the Work by Persons other than Contractor, any Subcontractor, or any other Person at the direction of Contractor; *provided* that in emergency conditions, including periods of transmission system constraint, Owner and/or its designees shall be entitled to perform such repairs, replacement, or corrections without loss of warranty coverage so long as Owner or its designee(s) shall perform such work in accordance with Prudent Industry Practices. The warranties provided for in this Article 18 and in the applicable Work Release or Project-Specific Agreement shall apply regardless of where the Work is performed. Contractor shall perform and/or provide all materials and services required in connection with any request by Owner pursuant to this Article 18, even if Contractor asserts that the same has been excluded from warranty coverage. If any repair effected by, and/or on behalf of, Contractor is not entitled to warranty coverage under this Agreement or the applicable Work Release or Project-Specific Agreement, then Owner shall pay Contractor for the cost of such repair. In such event, labor costs shall be determined in accordance with the cost-based methodologies (including the Markup Percentage Fee) set forth in the Pricing Schedule, and all parts shall be priced as set forth in the Pricing Schedule. Contractor shall identify and notify Owner in writing of any potential Claim regarding warranty coverage as soon as possible, but in no event more than fifteen (15) days after completing the relevant repair, and Contractor shall bear the burden of proof regarding any Claim that any repair is not entitled to warranty coverage. Any Dispute with respect to warranty coverage shall be resolved pursuant to Article 23.

18.12. Subcontractor Warranties. Contractor shall obtain usual and customary warranties from Subcontractors including vendors of materials, equipment and/or supplies. Such warranties shall be obtained for the benefit of Owner as well as for Contractor, and in the case of landscaping affecting property owned by any Governmental Authority, such warranties shall be enforceable directly by such Governmental Authority. Contractor shall ensure that the benefit(s) of any warranty(ies) offered by any Subcontractor at any tier are passed through to Owner, shall provide a copy of the terms of any such Subcontractor warranty(ies) to Owner, and shall identify relevant Subcontractor contact(s) and otherwise actively assist Owner, as required or desired by Owner and without additional charge, in enforcing any such warranty(ies) in the event such enforcement should become necessary. 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.

18.13 Repairs.

(a) Damages. Contractor shall be responsible for all physical damage to a Project(s) and/or Owner's electric transmission and/or distribution system resulting from any breach of Contractor's warranties hereunder. If such damage relates to portions of such system outside of the affected Project(s), Owner shall be entitled to effect repairs at Contractor's sole cost and expense. Owner shall provide notice to Contractor of any such damage outside of the affected Project(s) after becoming aware of the relationship to such Project(s); *provided* that

Owner's failure to provide such notice shall not relieve Contractor of any of its obligations hereunder, or otherwise prejudice or impair Owner's rights and remedies against Contractor with respect to such damage.

(b) Repair. Contractor shall consult with Owner and use its best efforts to perform remedial actions in a manner and at a time so as to minimize the disruption of the normal operations of the affected Project, and Contractor shall coordinate all repair and other warranty activities with Owner, CONVEX, ESCC and/or ISO-NE. Contractor specifically acknowledges the crucial nature of the Project(s) to the reliability of the transmission grid and shall take all actions necessary to preserve the integrity of such grid, to minimize the interruption of service to Owner's customers, and to promote the public safety.

(c) Removal. If it is necessary to remove any equipment and/or materials from a Site in order for Contractor to repair, modify or replace the same, Contractor shall provide the personnel and equipment necessary for such removal and reinstallation at its own expense, and to the extent permitted under Law (including the applicable CONVEX, ESCC and ISO-NE rules), Contractor shall furnish temporary and/or permanent replacements for such equipment and/or materials to ensure uninterrupted service of the affected Project. Owner shall provide reasonable access to the applicable Site and the affected Project for such services.

(d) Costs. Any cost of shipment of repaired, modified or replacement equipment and/or materials to or from Contractor's plant or any other off-Site facility shall be borne by Contractor. Owner shall retain title to such equipment and/or materials, but Contractor shall bear the risk of loss with respect to such equipment and/or materials after removal from the affected Project; *provided* that if Contractor, or Owner acting at Contractor's request, removes any equipment and/or materials from the affected Project and installs a permanent replacement, title to and risk of loss of (i) such replacement shall pass to Owner upon installation, free and clear of any Liens; and (ii) such replaced equipment and/or materials shall pass to Contractor at the time of removal from the affected Project, subject to any rights retained by Owner for insurance purposes and/or the settlement of any other claims and/or issues.

18.14. Warranty Period for Repairs and/or Replacements. For Work altered, adjusted, redesigned, repaired, replaced, and/or re-performed after Final Acceptance of a Project, the Warranty Period for such Work shall equal a period equal to the greater of (a) the remainder of the original Warranty Period applicable thereto, plus two (2) years, or (b) three (3) years from and after such alteration, adjustment, redesign, repair, replacement, and/or re-performance.

18.15 Non-exclusivity of Warranties. Owner's rights under this Article 18 are in addition to, and not in limitation of, any and all other rights and/or remedies under the Contract Documents (including indemnification rights), at law and/or in equity related to any and all matters giving rise to Owner's rights (or Owner's assertion of rights) under this Article 18.

ARTICLE 19. INSURANCE; PERFORMANCE SECURITY

19.1. Insurance.

(a) Prior to commencing any Work, Contractor shall, at its sole cost and

expense, obtain and maintain in effect the insurance coverages (with deductibles to be paid by Contractor) from insurers with an A.M. Best rating of A- or better, in form and substance satisfactory to Owner, with the indicated amounts in force during all Work and, except as otherwise specified, for two (2) years after Final Acceptance of a Project as set forth below

(i) Workers' Compensation - Statutory coverage and Employers Liability Insurance with limits of not less than $1,000,000.00.

(ii) Comprehensive or Commercial General Liability Coverage on standard bureau form excluding Professional Liability but including Operations, Products and Completed Operations, 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 $10,000,000.00 per occurrence and annual aggregate.

(iii) Comprehensive Automobile Liability Coverage, including all owned, non-owned, and hired vehicles, with a combined single limit for Bodily Injury and Property Damage of not less than $5,000,000.00 per accident.

(iv) If the scope of Work pursuant to a Work Release or Project-Specific Agreement includes any engineering design obligations, Errors and Omissions coverage for professional services and products provided by Contractor with a limit of not less than $5,000,000.00 per occurrence and annual aggregate. Such coverage shall remain in effect for a minimum of seven (7) years following Final Acceptance of all Work on a Project.

The limits required under clauses (ii) and (iii) above may be satisfied by a combination of primary and excess (umbrella) coverage layers. Owner reserves the right to require additional coverage(s) and/or limits for any Project, as set forth in the applicable Work Release.

(b) All policies contemplated in this Article 19, other than Workers' Compensation and Errors and Omissions coverage (if applicable), shall be endorsed to include Owner, its Affiliates and their respective directors, officers, employees and agents, as additional insureds as respects any and all third party bodily injury and/or property damage claims arising out of Contractor's operations hereunder. All policies shall require thirty (30) days prior written notice to be given to Owner of cancellation and/or material change in any policy.

(c) To the extent that Contractor has not provided insurance coverage for any Subcontractor under its policies, Contractor shall require each such Subcontractor to maintain the same insurance coverage as required for Contractor under Section 19.1(a) above, other than the errors and omissions coverage; *provided* that all Subcontractors shall provide Owner with evidence of Workers' Compensation coverage (unless exempted by applicable Law). All policies so maintained by each such Subcontractor, other than Workers' Compensation, shall be endorsed

to include Owner, its Affiliates and their respective directors, officers, employees and agents, as additional insureds as respects any and all third party bodily injury and/or property damage claims arising out of such Subcontractor's operations hereunder. All such policies shall require thirty (30) days written notice to be given to Owner of cancellation and/or material change in any policy.

(d) Contractor shall provide to Owner certificates to evidence such policies of such insurance (i) prior to commencement of any Work on a Project, or in the case of Subcontractors, Contractor's retention thereof, and (ii) at least fifteen (15) days before the expiration of the then current certificate of insurance. Owner shall have the right to immediately withhold payment and/or terminate all or any portion of the applicable Contract Documents and/or the Work of Contractor if Contractor fails to provide any of such certificates.

(e) The foregoing insurance coverage shall be primary to any other coverage available to Owner or its Affiliates, and shall not be deemed to limit Contractor's liability under this Agreement or any applicable Work Release or Project-Specific Agreement.

(f) The foregoing insurance policies 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.

(g) Owner and Contractor waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the term of this Agreement and any applicable Project-Specific Agreement.

(h) For any Work for a Project performed in connection with Contractor's warranty obligations under this Agreement or the applicable Work Release or Project-Specific Agreement, Contractor and, if applicable, any Subcontractors, shall have and maintain in effect the insurance coverages required by this Section 19.1 that are relevant to such Work, in the amounts and on the terms provided in this Section 19.1. Notwithstanding anything to the contrary in this Section 19.1, if the scope of Work includes professional services, Contractor and any Subcontractor whose scope of work includes professional services shall procure tail coverage through the applicable Warranty Period for a Project on each errors and omissions policy maintained in accordance herewith upon the expiration and/or non-renewal thereof, unless Contractor's (or the applicable Subcontractor's) replacement errors and omissions policy provides continuing coverage for the Work through the applicable Warranty Period for such Project.

(i) Contractor and, as applicable, Subcontractors shall be solely responsible for payment of any and all deductible amounts relating to any and all of the polices of insurance required by this Article 19.

(j) Endorsements Eliminating Exclusions. If any policies referenced in this Section 19.1 exclude coverage of hazards described in Manufacturer's and Contractor's Liability Manual issued by the National Bureau of Casualty & Surety's Underwriters under the following symbols:

x. Damage caused by blasting and explosion;
c. Collapse or structural injury due to excavation, tunneling, demolition, etc; and
u. Damage to underground property arising out of excavating or drilling in streets or highways with mechanical equipment,

and Contractor is to perform any of the operations referred to under said symbols, then the exclusion or exclusions relating to such operations shall be eliminated by endorsement to said policies prior to the performance of any Work for a Project.

19.2. Performance Assurance. Simultaneously with the award of each Project, Contractor shall provide, at Contractor's sole cost and expense, performance assurance in favor of Owner with respect to such Project, in an amount and form and from an issuer satisfactory to Owner and otherwise in accordance with the requirements set forth in Schedule 19.2 hereto. Such performance assurance shall remain in effect from the date such Project is awarded to Contractor until the expiration of the applicable Warranty Period. If Owner draws or takes any other action that reduces the amount available to Owner under such performance assurance during the applicable Warranty Period, Contractor shall replenish or otherwise increase the amount available to Owner to the required amount in accordance with Schedule 19.2 within ten (10) days after such draw or other action.

ARTICLE 20. SUSPENSION AND TERMINATION

20.1. Owner's Right to Temporarily Suspend. Owner may suspend the Work at any time by instructing Contractor to stop all or any portion of the Work with respect to any or all of the Project(s) and to continue at a later date at Owner's convenience, and Contractor shall not be entitled to make any Claim for additional compensation by reason thereof until, for any such request, a total of fifteen (15) days has elapsed; *provided* that:

(a) Notice. If such suspension could have a material adverse effect on the applicable Work Schedule, particularly Critical Path events of the affected Project, then Contractor shall notify the Owner Representative for the affected Project of any such circumstances orally as soon as possible after the issuance of the suspension notice and in writing within twenty-four (24) hours after such issuance. Thereafter, in accordance with Section 15.10, Contractor shall submit to Owner a proposal with respect to such potential Change in the applicable Work Schedule(s), specifically identifying, among other things, the continuing impact or effect of the suspension, within five (5) Business Days after the date of such suspension notice. Without relieving Contractor of its obligations hereunder, any Claims by Contractor for an extension of completion deadlines shall be irrevocably waived and released unless Contractor provides such immediate oral and written notice(s) and thereafter submits such detailed statement for the Claim to Owner within such five (5) Business Day period. Owner may issue an appropriate Change Order with respect to the applicable Work Schedule(s) in accordance with Section 15.8 in connection with the termination of such suspension; and/or

(b) Extended Suspension. For any suspension lasting more than fifteen (15) consecutive days, Owner shall issue a Change Order to reimburse Contractor for its actual and reasonable demobilization and remobilization expenses (calculated in accordance with the

Pricing Schedule) incurred as a result of such extended suspension under this Section 20.1 based on an itemized accounting. Demobilization and remobilization expenses are limited to reasonable Direct, Incremental Costs that are actually incurred by Contractor solely as a result of suspension (including, as determined by Owner, subject to compliance with the requirements of Section 11.4(c)(viii), reimbursement of reasonable charges of Subcontractors), in all cases excluding profit or mark-up of any kind.

Contractor shall use all reasonable efforts to mitigate the financial and/or scheduling impact on Owner of any such suspension. If the Work or any part thereof related to any or all of the Project(s) is suspended by Owner, Contractor shall resume the affected Work within five (5) Business Days after the date fixed in the written notice from Owner to Contractor to do so.

20.2. Termination for Convenience. Owner shall have the right to terminate and/or cancel all or any portion of the Contract Documents and/or all or any of the Project(s), or all or any portion of the Work related to any or all of the Project(s) for any reason, 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. In such event:

(a) Winding-Up. Contractor shall immediately proceed (unless otherwise directed by Owner) to take all actions necessary to cease and wind up the affected Work, demobilize any affected forces, and cooperate with and follow any and all written instructions issued by Owner in connection therewith including any Owner instructions for (i) bringing the affected Work to an orderly halt; (ii) canceling or assigning affected subcontracts and/or purchase orders, (iii) turning over all completed and in process documentation and other completed and in process deliverable Work product, (iv) documenting the status of in process and planned Work of the affected Project(s), (v) promptly removing from the applicable Site(s) all materials and equipment which have not been (after giving effect to this Section 20.2) either fully or partially paid for by Owner, and (vi) otherwise assisting Owner in bringing the affected Work to an orderly, safe, and controlled conclusion or transition, as directed by Owner.

(b) Information. Contractor shall provide a written, detailed inventory of all materials and equipment in storage at the affected Site(s), in route to such Site(s), in storage or manufacture away from such Site(s), and on order from Subcontractors. Upon Owner's request and to the extent that title has not transferred earlier pursuant to Section 17.1, Contractor shall promptly transfer title and deliver to Owner completed or partially completed Work affected by such termination (including drawings, designs or other work product generated by the Work) and/or contract rights of Contractor relating to the affected Project(s), 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 affected Project(s). If and as Owner so authorizes or permits in writing, Contractor shall sell at a price approved by Owner, or Contractor may retain at a price mutually agreed, equipment, materials, and supplies used in the affected Work. The proceeds of any such sale or the price agreed upon between Contractor and Owner, as applicable, shall be paid by, or credited to, Owner in such manner as Owner may direct for Owner's purposes.

(c) Compensation. As full and final compensation for Contractor's services with respect to the affected Project(s), Owner shall pay to Contractor, upon Contractor's

satisfaction of all requirements of this Agreement and each applicable Work Release or Project-Specific Agreement, as applicable, with particular attention to the requirements, terms, conditions, and provisions of this Section 20.2, the sum of:

(i) with respect to Projects (a) priced on a firm fixed price basis, a percentage of the Contract Compensation equivalent to the percentage of the Work completed with respect to the affected Project(s) in compliance with this Agreement and the applicable Work Release or Project-Specific Agreement and based on the applicable Work Schedule(s) through the effective date of termination (using Owner's earned value methodology), *less* that portion of the Contract Compensation for the affected Project(s) previously paid to Contractor, or (b) priced on a time and equipment or cost plus basis, the outstanding Contract Compensation for Work performed through termination;

(ii) reasonable demobilization expenses (calculated in accordance with Section 20.1, except that Contractor shall be entitled to the Markup Percentage Fee (as defined in the Pricing Schedule) allowable under the Pricing Schedule for such expenses) of Contractor for equipment and personnel, *provided* that such expenses are actually and reasonably incurred by Contractor solely as a result of such cancellation or termination; plus

(iii) reimbursement (subject to compliance with the requirements of Section 11.4(c)(viii)) of liabilities and claims arising out of the cancellation of subcontracts and orders not assigned to Owner pursuant to Section 20.2(b);

provided that the payment due Contractor under this Section 20.2(c), when aggregated with all other previous or pending payments to Contractor hereunder, shall not exceed the Contract Compensation otherwise payable to Contractor with respect to the affected Project(s). Contractor shall promptly settle, on commercially reasonable terms, the liabilities and claims arising out of the cancellation of subcontracts and orders not assigned to Owner pursuant to Section 20.2(b). Contractor shall use its best efforts to minimize all such costs of termination. As a condition to Owner's obligation to reimburse Contractor for such costs, Contractor shall provide Owner with an itemized accounting of all termination costs.

(d) Effect. As of the effective date of termination, Owner shall have no further obligation to Contractor with respect to the affected Project(s) except for payment of such sum(s) as may become due and payable pursuant to Section 20.2(c). As of the effective date of termination, Contractor shall (i) 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 this Agreement or under the applicable Work Release or Project-Specific Agreement with respect to the affected Project(s); and (ii) have no other obligation to Owner *except* for complying with all requirements, terms, conditions, and provisions of this Section 20.2 and such other obligations that Contractor has under this Agreement or under the applicable

Work Release or Project-Specific Agreement as by their terms, expressed or implied, are to continue after completion of the affected Work, including Contractor's warranty and indemnity obligations.

20.3. Termination Due to Force Majeure. If either (a) a suspension of performance by Contractor with respect to the affected Project(s) as a result of a Force Majeure exceeds fifteen (15) days, or (b) the total number of days in which a suspension of performance by Contractor with respect to the affected Project(s) as a result of all Force Majeures in the aggregate exceeds fifteen (15) days, Owner may terminate the affected Project, *provided* that Owner gives Contractor written notice of its intent to terminate not less than five (5) Business Days prior to the designated termination date and Contractor fails to resume performance with respect to the affected Project before such designated date. Such termination shall be deemed to be a termination by Owner for convenience under Section 20.2.

20.4. Events of Default.

(a) Events of Default. Upon the occurrence of any of the following (each an "*Event of Default*"):

(i) any representation or warranty made by Contractor shall be false or misleading in any material respect;

(ii) Contractor refuses, neglects or fails in any respect to prosecute any Work (or any portion thereof) in full compliance with the applicable Work Schedule;

(iii) Contractor refuses or fails to supply enough properly trained and skilled workers or proper equipment, materials, or supplies to undertake and complete all Work;

(iv) Contractor fails without reasonable grounds to make timely and proper payment(s) to any Subcontractor;

(v) Contractor consolidates or amalgamates 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 this Agreement, any Work Release or Project-Specific Agreement, or other Contract Documents, in each case without Owner's consent in breach of Section 25.2;

(vi) Contractor fails to perform any obligation set forth in this Agreement, any Work Release or Project-Specific Agreement, or other Contract Documents, or under any other material agreement or obligation owed by Contractor to Owner (other than the events that are otherwise specifically covered as a separate Event of Default), and Contractor fails to cure such breach within forty-eight (48) hours after receipt of notice of such failure; *provided* (i) if such breach involves any of the circumstances set forth in Section 20.5(b), as determined by Owner in its sole discretion, Contractor shall not be entitled to any cure right; and (ii) if such failure is capable of cure and Contractor shall be pursuing such cure with due diligence, but such cure cannot be effected within such forty-eight (48) hours with the exercise of reasonable diligence, and such failure does not materially and adversely affect the Work Schedule, then such cure period may be extended for an additional five (5) days with Owner's written consent (which shall

not be unreasonably withheld); *provided*, that any and all such cures shall be at Contractor's sole cost and expense; *provided, further*, that if any such breach occurs more than once, then any cure right under this Section 20.4(a)(vi) with respect to such subsequent failure to perform shall be at the sole and exclusive discretion of Owner.

(vii) Contractor or any of its Affiliates becomes Bankrupt;

(viii) commencement of any legal proceeding against Contractor that may interfere with Contractor's ability to perform in accordance with this Agreement, any Work Release or Project-Specific Agreement, or any of the other Contract Documents;

(ix) Contractor acts in bad faith;

(x) Contractor unreasonably delays any of the Work or any part thereof;

(xi) Contractor fails to maintain any required insurance coverage (as set forth in Section 19.1); or

(xii) Contractor fails to comply with applicable Law and/or any Permit,

then Owner, without prejudice to any other right or remedy Owner may have under this Agreement, under the applicable Work Release or Project-Specific Agreement, the other Contract Documents, at Law, or in equity, and without notice to any surety or issuer of any bond, guaranty, or letter of credit, may terminate all or any portion of the Contract Documents and/or all or any portion of the Work of Contractor by giving written notice of such termination to Contractor and noting therein the effective date of termination.

(b) Right to Cover; Costs of Cover.

(i) Right to Cover. If, pursuant to an Event of Default, Owner terminates all or any portion of any of the Contract Documents and/or all or any portion of the Work, without limiting any other rights or remedies available to Owner under the Contract Documents, at law and/or in equity, Owner may obtain all or any portion of the Work terminated thereby from another contractor with any and all cost to Owner in excess of what Owner would have been liable to pay Contractor therefor being chargeable to Contractor.

(ii) Costs of Cover. Owner's cost of cover pursuant to Section 20.4(b)(i) shall include Owner overhead and supervision expenses, attorneys' fees and other costs and expenses of whatsoever kind or nature incurred by Owner in connection with the exercise of Owner's rights under Section 20.4(b)(i).

(c) Winding Up. Upon receipt of any notice of termination as described in Section 20.4(a), Contractor, at Contractor's sole cost and expense, shall immediately proceed unless otherwise directed by Owner (in writing), to take any and all actions necessary to cease and wind up the affected Work, demobilize any affected personnel and cooperate with and follow any and all written instructions issued by Owner in connection therewith, including any Owner instructions for (i) bringing the affected Work to an orderly halt; (ii) canceling or assigning subcontracts

and/or purchase orders; (iii) turning over all completed and in process documentation and other completed and in-process deliverable work product; (iv) documenting the status of completed, in-process and planned Work affected by such termination; (v) promptly removing from the Site all equipment, materials and/or supplies for the affected Work, as well as equipment, materials and/or supplies of Contractor and/or Subcontractor(s) specified by Owner; and (vi) otherwise assisting Owner in bringing the affected Work to an orderly, safe and controlled conclusion or transition, all as directed by Owner. If and to the extent requested by Owner in writing, and to the extent that title has not transferred earlier pursuant to Article 10, Contractor, at Contractor's sole cost and expense, shall promptly transfer title and deliver to Owner such completed or partially completed Work (including drawings, designs and other work product related to such Work), as well as any and all contract rights of Contractor relating to such Work. Contractor, at Contractor's sole cost and expense, shall promptly settle the liabilities and claims arising out of the termination of subcontracts and orders. Contractor, at Contractor's sole cost and expense, 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 such Work. If and as Owner so authorizes or permits (in writing), Contractor shall, at Contractor's sole cost and expense, sell at a price approved by Owner, or Contractor may retain at a price mutually agreed, equipment, materials and/or supplies used in such Work. The proceeds of any such sale or the price agreed upon between Contractor and Owner, as applicable, shall be paid to, or credited to, Owner in such manner as Owner may direct for Owner's purposes.

(d) Information. Upon receipt of any notice of termination as described in Section 20.4(a), Contractor, at Contractor's sole cost and expense, shall provide a written, detailed inventory of all equipment, materials and/or supplies for the affected Work in storage at the Site, in route to the Site, in storage or manufactured away from the Site, and/or on order from its suppliers and Subcontractors for such Work.

(e) Effect. As of the effective date of termination of all or any portion of the Contract Documents and/or the Work pursuant to this Section 20.4, Owner shall have no further obligation or liability to Contractor whatsoever for such terminated portion of the Contract Documents and/or the Work. As of the effective date of termination of all or any portion of the Contract Documents and/or the Work pursuant to this Section 20.4, and without limiting Contractor's liability to Owner under the Contract Documents, at law and/or in equity, Contractor, at Contractor's sole cost and expense, shall cooperate with Owner to the fullest extent for the purpose of allowing Owner or its designee to perform fully all functions previously performed or required to be performed by Contractor under the Contract Documents. Termination of any portion of the Contract Documents and/or the Work pursuant to this Section 20.4 shall not affect any other portion of the Contract Documents and/or the Work.

20.5. Right to Shut Down. In the sole and exclusive judgment of Owner, and without prejudice to any other rights that Owner may have under this Agreement, under any applicable Work Release or Project-Specific Agreement, the other Contract Documents, at Law, or in equity, if

(a) Contractor fails to strictly comply with any requirement(s) or provision(s) of (i) the applicable Technical Specifications, and/or (ii) Article 12; and/or

(b) any acts or omissions of Contractor in the opinion of Owner result in or are reasonably likely to result in (i) a disruption of the operation of Owner's electric system or of service to Owner's customers, and/or (ii) a condition that endangers or is reasonably likely to endanger life or property,

then Owner shall have the right, at its sole and exclusive discretion, to immediately and temporarily shut down Contractor's operation(s) affected thereby unless and until Owner is assured to its reasonable satisfaction that subsequent operations will strictly comply with such requirements, terms, conditions, and provisions, and Owner shall not be liable by reason thereof for any Claim, Dispute, extra compensation or time extension or payment reimbursement resulting therefrom or otherwise. The provisions of this Section 20.5 are in addition to any rights that Owner may otherwise have under this Agreement (including as a result of any associated Event of Default), under each applicable Work Release and Project-Specific Agreement, the Other Contract Documents, at Law, and/or in equity.

20.6. Right to Withdraw. In the sole and exclusive judgment of Owner, and without prejudice to any other rights that Owner may have under this Agreement, under each applicable Work Release and Project-Specific Agreement, the other Contract Documents. at Law, or in equity, if, in the opinion of Owner, Contractor fails at any time to prosecute any of the Work with promptness and diligence according to the requirements of this Agreement and the applicable Work Release or Project-Specific Agreement, including the provisions of the Technical Specifications for any Project, the applicable Work Schedule, and Article 9, or if Contractor, in the opinion of Owner, should refuse or fail at any time to supply personnel, supervision, or equipment, materials, or supplies of the proper quantity or quality, then Owner, after giving notice thereof to Contractor, may withdraw any portion of the affected Work designated by Owner that, in Owner's sole and exclusive opinion, Contractor will be unable to complete by the date fixed for such completion, due consideration having been given to the progress of the Work at the date such notice is given, and may complete the Work on such withdrawn portion by itself or through any other contractor(s), subcontractor(s), or supplier(s) of Owner. In such event:

(a) Cooperation. Contractor shall fully cooperate with Owner and with any other contractor(s), subcontractor(s), and supplier(s), as applicable, and carefully fit and coordinate its own Work with the Work of Owner and any other contractor(s), subcontractor(s), and supplier(s).

(b) Compensation. Contractor shall not be entitled to receive compensation for any portion of the Work withdrawn pursuant to the provisions of this Section 20.6. If Contractor, prior to receiving notice of withdrawal of a portion of the Work pursuant this Section 20.6, has completed a part thereof in accordance with the Contract Documents, Contractor shall be entitled to receive compensation for such completed part of the Work (using Owner’s earned value methodology). If the cost to Owner of completing the withdrawn portion of the Work (including any and all amounts previously paid to Contractor), Claims, losses, damages, Owner overhead and supervision expenses, reasonable attorneys’ fees and expenses of litigation and other Dispute resolution proceedings, if any, and other costs and expenses of whatsoever kind or nature incurred by Owner is more than the earned value of the Work properly performed by Contractor in compliance with all applicable requirements of the Contract Documents prior to the

effective date of withdrawal, then Contractor shall pay such excess to Owner together with the amount(s) of all other damage(s) suffered by Owner as a result of Contractor's failure to perform. Contractor shall not be entitled to receive, and hereby irrevocably waives and releases, any right or claim to further payment(s) on account of such withdrawn Work, even if the costs of completion and other amounts incurred by Owner are less than, in the aggregate, that portion of the Contract Compensation related to the affected Project(s) reasonably allocated by Owner thereto.

(c) Effects. As of the effective date of withdrawal, Owner shall have no further obligation to Contractor with respect to the withdrawn portion of the Work. As of such effective date, Contractor shall (i) cooperate with Owner to the fullest extent for the purpose of allowing Owner or its designee to fully perform such withdrawn Work; and (ii) have no other obligation to Owner with respect to the withdrawn portion of the Work *except* for satisfying any and all obligations directly or indirectly arising out of, resulting from, or related to Contractor's default(s) and/or breach(es) and/or violation(s), complying with all requirements, terms, conditions, and provisions of this Section 20.6 and such other obligations that Contractor has under this Agreement, under each applicable Work Release and Project-Specific Agreement, and/or under the other Contract Documents, as by their terms, expressed or implied, are to continue after completion of the Work and/or termination of this Agreement, including Contractor's warranty and indemnity obligations, which obligations shall not be reduced by reason of Owner's withdrawal of Work.

The provisions of this Section 20.6 are in addition to any rights that Owner may otherwise have under this Agreement (including as a result of any associated Event of Default), under each applicable Work Release or Project-Specific Agreement, the other Contract Documents, at Law, and/or in equity with respect to the facts and circumstances that give rise to withdrawal of the Work or any portion thereof.

20.7. Right to Supplement. In the sole and exclusive judgment of Owner, and without prejudice to any other rights that Owner may have under this Agreement, under each Work Release and Project-Specific Agreement, the other Contract Documents, at Law, or in equity, if, in the opinion of Owner, Contractor fails at any time to prosecute any of the Work with promptness and diligence according to the requirements of this Agreement and the applicable Work Release or Project-Specific Agreement, and other Contract Documents, including the provisions of the Technical Specifications of the affected Project, the applicable Work Schedule, and Article 9, or if, in the opinion of Owner, Contractor refuses or fails at any time to supply personnel, supervision, or equipment, materials, or supplies of the proper quantity or quality, then Owner, after giving written notice thereof to Contractor, may supplement the Work, or affected portion thereof, by providing such additional labor and/or equipment, materials, and/or supplies (directly or through any other contractor(s), subcontractor(s), or supplier(s)) as it deems necessary to rectify Contractor's default or to complete such Work by the date fixed for its completion. With respect to any Work supplemented by Owner:

(a) Cooperation. Contractor shall fully cooperate with Owner and with any other contractor(s), subcontractor(s), and supplier(s), as applicable, and carefully fit and coordinate its own Work with the work of Owner and any other contractor(s), subcontractor(s), and supplier(s).

(b) Compensation. Contractor shall be liable to Owner for any and all costs and expenses of Owner for supplementing any and all Work (including overhead and supervision expenses, reasonable attorneys' fees and expenses of litigation and other Dispute resolution proceedings, if any, and other costs and expenses of whatsoever kind or nature incurred by Owner). Owner shall have the right to set-off against other amounts due to Contractor hereunder and/or to invoice Contractor for such amount. Owner shall have no obligation to Contractor by reason of such supplementation or otherwise, including any warranty obligation. Notwithstanding such supplemental Work, Contractor shall continue to have all obligations (including warranty obligations) to Owner under this Agreement, under each applicable Work Release and Project-Specific Agreement, the other Contract Documents, at Law, and in equity as if no supplementation had occurred, and Contractor shall comply with the provisions of this Section 20.7 applicable to supplementation.

Owner's judgment forming the basis for any action taken or to be taken under this Section 20.7 shall be conclusive and binding as between the Parties and any surety or issuer of any bond, guaranty, or letter of credit. Owner's cost in supplementing and completing a portion of the Work shall be certified by Owner and, as certified, shall control as between the Parties and any surety or issuer of any bond, guaranty, or letter of credit. The provisions of this Section 20.7 are in addition to any rights that Owner may otherwise have under this Agreement (including as a result of any associated Event of Default), under each applicable Work Release or Project-Specific Agreement, at Law, and/or in equity with respect to the facts and circumstances that give rise to supplementing of the Work or any portion thereof.

20.8. Remedies Cumulative. Any right(s) and remedy(ies) of Owner as set forth in any provision of this Agreement is/are cumulative and is/are in addition to any other right(s) and remedy(ies) of Owner under any other provision of this Agreement and each applicable Work Release or Project-Specific Agreement, and otherwise at Law and/or in equity. Failure of Owner to exercise any of its rights will not excuse Contractor from compliance with the provisions of this Agreement, nor constitute a wavier of, or otherwise prejudice any rights and remedies of Owner.

ARTICLE 21. LIMITATIONS ON LIABILITY

21.1. Maximum Liability. Except as specifically set forth in Section 21.3, Contractor shall not be liable to Owner in an amount greater than the aggregate of the Contract Compensation for all Projects, whether or not received by Contractor for any cause arising out of or resulting from this Agreement and any Project-Specific Agreement, any Project or any Work to be performed hereunder or thereunder. Owner's aggregate liability to Contractor with respect to such Project shall not exceed, under any circumstances whatsoever, that portion of the Contract Compensation due under Article 7 that has not yet been paid by Owner with respect to such Project.

21.2. Consequential Damage(s). EXCEPT AS SET FORTH IN SECTION 21.3, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CONTRACTOR WAIVES AND RELEASES ALL

CLAIMS AGAINST OWNER FOR ANY LIABILITY OR LOSS IN CONNECTION WITH: (a) 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 THIS AGREEMENT AND/OR UNDER EACH WORK RELEASE AND PROJECT-SPECIFIC AGREEMENT; (b) ALL LOSSES IN CONNECTION WITH ANY CLAIMS FOR LOST WAGES, SEVERANCE PAY, PENSIONS OR OTHER BENEFITS WITH RESPECT TO CONTRACTOR'S WORK UNDER THIS AGREEMENT AND/OR UNDER EACH WORK RELEASE AND PROJECT-SPECIFIC AGREEMENT; AND (c) ALL CLAIMS FOR LIABILITY FOR DAMAGE TO CONTRACTOR'S PERSONAL PROPERTY OR INJURY TO CONTRACTOR OR ITS PERSONNEL IN CONNECTION WITH THIS AGREEMENT AND EACH WORK RELEASE AND PROJECT-SPECIFIC AGREEMENT.

21.3. Exceptions to Contractor's Limitation(s) of Liability. Nothing contained in this Article 21 shall limit, alter, or modify the rights or remedies of Owner or the liability of Contractor for (a) any intentional acts of Contractor, any Subcontractor, their respective Affiliates or the respective directors, officers, employees or agents of Contractor, any Subcontractor or their respective Affiliates, (b) liquidated damages, (c) Contractor's and its Affiliates' internal costs related to meeting warranty obligations, (d) indemnities, (e) losses or damages covered by insurance proceeds (including those that would have been available under any of the insurance policies required to be obtained and maintained by Contractor and all Subcontractors under this Agreement, but for the fact that Contractor or any Subcontractor failed to obtain or maintain any such policy in accordance with the terms and conditions of this Agreement), and/or (f) compliance with Law, in each case irrespective of whether Contractor's obligations with respect thereto may be construed as special, indirect, incidental, consequential, or penal damages or whether Contractor has assumed or may incur liability of any nature whatsoever to anyone not a party to this Agreement or any applicable Work Release or Project-Specific Agreement.

21.4. Effect of Insurance. The Parties understand and agree that the liability of Contractor to Owner under this Agreement, under any Work Release or Project-Specific Agreement, at Law, and/or in equity shall not be limited by the amount of insurance coverage required pursuant to the provisions of Section 19.1.

ARTICLE 22. INDEMNIFICATION

22.1. General Indemnification. Subject to the provisions of Section 22.8, Contractor shall be responsible for and shall indemnify, and shall defend and save Owner, its Affiliates and their respective employees, trustees, shareholders, officers, and directors, as well as their respective agents and consultants (each, an "*Indemnified Person*") harmless from and against any and all costs and expenses (including all costs and expenses of litigation, as well as related attorneys' fees), losses, liabilities, fines, penalties, damages, claims, demands, judgments, awards, obligations, actions, or proceedings whatsoever related to the Work or Contractor's obligations under the Contract Documents.

22.2. Environmental Indemnification. Contractor agrees to indemnify each Indemnified Person against, and defend and hold each of them harmless from any liability, claim, complaint,

demand, action, cause of action, audit, investigation, proceeding, obligation, loss, cost, damage, judgment, adjudication, arbitration decision, penalty (including fees and fines), or expense (including court costs, attorneys' fees and/or enhanced oversight expenses) (collectively, the "*Indemnified Environmental Obligations*") suffered or incurred by any of them as a result of, arising out, and/or relating to any acts or omissions of Contractor, any Subcontractors, agents, or employees related to or involving Hazardous Materials discovered, encountered, used, generated, stored, handled, processed, released, removed and/or disposed of by any of such Persons during the course of any of the Project(s) and/or any of the Work, including any such Indemnified Environmental Obligation alleged, asserted, initiated or otherwise existing in respect of injury to persons, including death, and damage to property and/or natural resources suffered by any Person (including employees or agents of Contractor and any Subcontractor). The foregoing indemnification shall include any Indemnified Environmental Obligation related to the storage, handling, processing, release, or removal on or from Site(s) of any such Hazardous Materials by Contractor, any Subcontractors, transporters, recyclers, or any treatment, storage or disposal facility or location used by Contractor or such other Persons, whether or not based upon any act or omission on or off the Site(s). Further, such indemnification shall include Indemnified Environmental Obligations suffered, incurred or imposed as a result of actions pursued by any Governmental Authority related, in any way whatsoever, to any Hazardous Materials.

22.3. Infringement Indemnification.

(a) Indemnification. Contractor agrees to indemnify each Indemnified Person against, and defend and hold each of them harmless from any liability, obligation, loss, cost, damage, judgment, adjudication, arbitration decision, penalty (including fees and fines), or expense (including court costs and attorneys' fees) suffered or incurred by any of them as a result of, arising out of, and/or relating to (i) the infringement or alleged infringement of any patent, copyright, trademark, service mark, and/or other proprietary interest and/or data right relating to the use or design of any equipment, materials, supplies, computer software program or application, or document furnished or used in the performance of the Projects and/or any of the Work under this Agreement or under any Work Release or Project-Specific Agreement or to any process(es), or action(s) employed by or on behalf of Contractor or of any Person or entity under agreement to Contractor at any tier, in connection with the performance of Work hereunder, and whether or not based upon any act or omission on or off the Site; and/or (ii) any allegation that 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. Without limiting the generality of the foregoing, such indemnification shall include all damages and injuries occasioned by any infringement associated with equipment, designs, processes and actions, whether owned or rented by Contractor or Owner and whether furnished for the Work by or through Contractor or one of its Subcontractors at any tier, it being Contractor’s obligation to satisfy itself of the non-infringing nature of all equipment, designs, processes and actions used in the performance of the Work.

(b) Additional Undertakings. In addition to the indemnification set forth in Section 22.3(a), if an Indemnified Person provides Contractor notice of a claim of infringement and/or the use of all or any portion of any equipment, materials or Information is enjoined due to such claim of infringement, Contractor shall promptly and at its sole expense either (i) procure

for Owner the right to continue using the affected property, (ii) replace the affected property with non-infringing and functionally equivalent property, (iii) modify the affected property so that it becomes non-infringing and functionally equivalent, or (iv) take such other action as is necessary to ensure the Indemnified Person's uninterrupted use of the affected property.

22.4. Indemnification Notice. Whenever a claim for indemnification shall arise under this Article 22, the affected Indemnified Person shall give notice to Contractor of the claim, including reasonable detail about the facts and circumstances thereof. Such notice shall be given as soon as reasonably practical following the time that such Indemnified Person realized its entitlement to indemnification hereunder or suit or claims are brought against such Person, whichever is later. Notwithstanding the foregoing, the failure to provide such notice shall not prejudice, impair or otherwise adversely affect in any manner whatsoever the rights of the Indemnified Person and the obligations of Contractor, and such Indemnified Person shall have no liability to Contractor as a result of the failure to provide notice.

22.5. Indemnification Procedure.

(a) Contractor's Defense. If Contractor has acknowledged, by notice given to the Indemnified Person within a reasonable period after receiving the notice under Section 22.2 (based on the circumstances, but no more than five (5) Business Days after receipt of such notice), its indemnification obligation with respect to a particular claim in accordance with the terms hereof, Contractor, upon giving notice to the Indemnified Person, may assume, at its sole cost and expense, the defense of such claim. Counsel selected for such defense shall be reasonably acceptable to the Indemnified Person, and the Indemnified Person shall be entitled to participate in (but not control) such defense through its own counsel and at its own expense; *provided* that if the counsel selected by Contractor advises that, due to actual or potential conflicts, separate counsel should represent the Indemnified Person, the expense of such separate counsel shall be an indemnified expense in accordance with the terms hereof. The Indemnified Person shall reasonably cooperate with Contractor in connection with the defense of such claim. Notwithstanding anything to the contrary in this Agreement or in any applicable Work Release or Project-Specific Agreement, an Indemnified Person shall have the right to retain separate counsel to represent such Indemnified Person, at the sole cost and expense of such Indemnified Person unless such cost and expense are subsequently determined to be an indemnified expense.

(b) Indemnified Person Defense. If Contractor does not acknowledge its indemnification obligation for a particular claim, or does not timely assume the defense thereof, the Indemnified Person may defend such claim in such manner as it may deem appropriate. Contractor shall bear all of the costs and expenses, including reasonable attorneys' fees, incurred by the Indemnified Person in connection with such defense, all of which shall be paid from time to time pursuant to Section 14.3. Contractor shall be entitled to participate (but not control) such defense through its own counsel and at its own expense. Contractor shall reasonably cooperate with the Indemnified Person in connection with the defense of such claim.

(c) Consents. Notwithstanding its control of a defense, Contractor shall not (i) make any admission or take any other action that is binding on, or otherwise attributable to any Indemnified Person; and/or (ii) consent to any settlement, entry of judgment, or other disposition, in all instances without the prior written consent of the affected Indemnified Person.

22.6. Contractor's Indemnities to be Broadly Construed. The Parties understand and agree that the provisions of this Article 22 shall be broadly construed to accomplish the purpose of protecting Owner and the other Indemnified Persons from any loss or liability for any of the causes enumerated herein. Any vagueness, ambiguity, or inconsistency in the application of the various provisions of this Article 22 shall be resolved accordingly; *provided* that, notwithstanding the potential applicability of more than one indemnity provision in this Article 22, an Indemnified Person shall not, for each loss or liability, be entitled to recover more than once for each item of damage, cost, or expense associated therewith. Indemnification shall apply irrespective of the date of the assertion of any claim against an Indemnified Person and/or whether the Indemnified Person suffers or incurs any loss or liability before or after Final Acceptance of all of the Projects.

22.7. Insurance. Contractor shall obtain, and maintain at its sole expense, such insurance as will insure the provisions of this Article 22 and all other indemnity obligations in this Agreement (including under Sections 9.6 and 17.3(b)) and in any Work Release and any Project-Specific Agreement; *provided* that the amount of available insurance shall not limit or otherwise restrict Contractor's obligations hereunder. Nothing in this section shall derogate or reduce Contractor's obligations under Section 19.1, and this Article 22 shall not prejudice or otherwise impair the rights of Owner with respect to insurance coverage.

22.8 Indemnification Limitation. Any indemnification or similar hold harmless obligation(s) under the Contract Documents shall not be enforceable to the extent that a court of competent jurisdiction conclusively determines that such obligation(s) is/are prohibited by Law.

ARTICLE 23. DISPUTE RESOLUTION; ARBITRATION

23.1. Negotiation Between Executives. The Parties shall attempt in good faith to resolve any Dispute arising out of or relating to this Agreement, any Work Release or Project-Specific Agreement and/or the Work, promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the Persons with direct responsibility for administration of this Agreement and the applicable Work Release or Project-Specific Agreement. Any Party may give the other Party written notice of any Dispute not resolved in the normal course of business. Such notice shall include: (a) a statement of that Party's position and a summary of arguments supporting that position; and (b) the name and title of the executive who will be representing that Party and of any other Person who will accompany the executive. Within fifteen (15) days after delivery of the notice, the receiving Party shall respond with: (i) a statement of that Party's position and a summary of arguments supporting that position; and (ii) the name and title of the executive who will represent that Party and of any other Person who will accompany the executive. Within thirty (30) days after delivery of the initial notice, the executives of both Parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute. All reasonable requests for information made by one Party to the other will be honored. All negotiations pursuant to this Section 23.1 are confidential and shall be treated as compromise and settlement negotiations for purposes of Law and rules of evidence.

23.2. Mediation. If the Dispute has not been resolved by negotiation within forty-five

(45) days after the disputing Party's notice, or if the Parties failed to meet within thirty (30) days, each as contemplated in Section 23.1, the Parties shall endeavor to settle the Dispute by mediation under the then current CPR Mediation Procedure; *provided, however*, that if one Party fails to participate as provided herein, the other Party can initiate mediation prior to the expiration of the forty-five (45) days. Unless otherwise agreed, the Parties will select a mediator from the CPR Panels of Distinguished Neutrals.

23.3. Arbitration. Any Dispute arising out of or relating to this Agreement or any applicable Work Release or Project-Specific Agreement, including the breach, termination or validity thereof, which has not been resolved by a non-binding procedure as provided herein within ninety (90) days of the initiation of such procedure, shall be finally resolved by arbitration in accordance with the then current CPR Rules for Non-Administered Arbitration by a sole arbitrator, for Disputes involving amounts in the aggregate under Three Million Dollars ($3,000,000.00), or three arbitrators, for Disputes involving amounts in the aggregate equal to or greater than Three Million Dollars ($3,000,000.00), of whom each Party shall designate one in accordance with the "screened" appointment procedure provided in CPR Rule 5.4, with the third arbitrator selected pursuant to CPR Rules 5 and 6; *provided, however*, that if either Party will not participate in a non-binding procedure, the other may initiate arbitration before expiration of the above period. 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. The place of arbitration shall be Hartford, Connecticut.

23.4. Powers of Arbitrator(s). The arbitrator(s) are not empowered to award damages in excess of compensatory damages (including liquidated damages specified herein) 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. All costs of the arbitration shall be paid equally by the Parties, unless the award shall specify a different division of the costs. Each Party shall be responsible for its own expenses, including attorney's fees. Both Parties shall be afforded adequate opportunity to present information in support of its position on the Dispute being arbitrated. The arbitrator may also request additional information from the Parties.

23.5. Deferral. The Parties may agree to defer such arbitration proceeding, without prejudice to the Indemnified Person(s), pending the resolution of a particular Claim Disputed by Contractor.

23.6. Continued Performance. Unless otherwise directed by Owner, Contractor shall continue performance of all of the Projects and all of the Work in conformance with the requirements of this Agreement and each applicable Work Release and Project-Specific Agreement notwithstanding the existence of any Claim, Dispute and/or proceeding between the Parties. Nothing herein shall prejudice, impair or otherwise prevent Owner from receiving equitable relief, including an order for specific performance and/or an injunction, from an appropriate Governmental Authority (including under Section 23.7) pending the conclusion of any mediation and/or arbitration proceeding.

23.7. Compelled Arbitration. Each Party will proceed in good faith to conclude the arbitration proceeding as quickly as reasonably possible. If a Party refuses to participate in an

arbitration proceeding, 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.

ARTICLE 24. REPRESENTATIONS OF CONTRACTOR.

Contractor represents and warrants to Owner that as of the Effective Date of this Agreement and the "Effective Date" of each Work Release and each Project-Specific Agreement:

(a) Contractor is duly organized, validly existing and in good standing under the laws of **[___Connecticut_____]**, is duly qualified to do business in the state/commonwealth in which the Work will be performed, and has the power and authority to enter and perform its obligations under this Agreement and under each Work Release and each Project-Specific Agreement.

(b) Other than Contractor Permits to be obtained after the Effective Date in accordance with the applicable Work Schedule, Contractor possesses all Permits and licenses, and its employees and any contractors or subcontractors hold all necessary and required licenses, necessary for Contractor to legally perform all of the Work and its other obligations under this Agreement and under each Work Release and each Project-Specific Agreement.

(c) The execution, delivery and performance of this Agreement and each Work Release and each Project-Specific Agreement are within Contractor's powers, have been duly authorized by all necessary action, and do not violate any of the terms and conditions in its governing documents.

(d) Contractor has duly executed and delivered this Agreement and each Work Release and each Project-Specific Agreement, and, assuming the due authorization, execution and delivery thereof by Owner, this Agreement and each Work Release and each Project-Specific Agreement constitutes a valid and binding obligation of Contractor enforceable against it in accordance with its terms, *except* as (i) such enforceability may be limited by Laws affecting creditors' rights generally, and (ii) the application of general equitable principles may limit the availability of certain remedies.

(e) Contractor's entry into this Agreement and any Work Release or Project-Specific Agreement and performance of its obligations hereunder and thereunder does not conflict with the terms of any Law or judgment applicable to it and does not and will not contravene or result in any default under any agreement or instrument to which it is a party or by which any of its properties may be bound.

(f) There is no suit, action, proceeding or investigation pending or, to Contractor's knowledge, threatened against or affecting Contractor before any Governmental Authority which is reasonably likely to result, either in any case or in the aggregate, in any material adverse change in the business prospects, condition (financial or otherwise), or operations of Contractor or its ability to carry out the terms of this Agreement and each Work

Release and each Project-Specific Agreement.

(g) Neither Contractor, nor any of its Affiliates is insolvent or Bankrupt, has filed (or is contemplating the filing of) or had filed against it a petition in bankruptcy, has made an assignment for the benefit of creditors or otherwise had a receiver or trustee appointed with respect to its properties or affairs and has not incurred any obligations or liabilities, contingent or otherwise, which would cause it to become insolvent. Contractor is not aware of any facts, events and/or circumstances that may question and/or otherwise undermine the financial condition of Contractor.

(h) Contractor is knowledgeable, capable, and technically, commercially, and financially ready, willing, and able to perform the Work in accordance with all requirements, terms, conditions, and provisions of this Agreement and any Work Release or Project-Specific Agreement. The Work Schedules will be prepared after reasonable due diligence and will accurately reflect all material milestones for the applicable Project. Contractor has adequate resources to fully and timely complete the Work.

(i) Neither Contractor nor any of its Affiliates has paid, offered or promised to pay, or give any money or anything of value, directly or indirectly, to any Person (including any officer or employee of a Governmental Authority, or to any political party or candidate for political office) for the corrupt purpose of inducing any such Person, official, party or candidate to misuse its position or to influence any act or decision of a Governmental Authority in connection with the Project(s) or any portion thereof.

(j) Neither Contractor nor any of its Affiliates that will perform any of the Work has been suspended, excluded or debarred from, or otherwise declared (or accepted being) ineligible with respect to, the performance of any Work for any Governmental Authority, including the State of Connecticut, the Commonwealth of Massachusetts, the State of New Hampshire, and/or the United States Federal government or any of their respective agencies, and there is no suit, action, proceeding or investigation pending or, to Contractor's knowledge, threatened against or affecting Contractor which is reasonably likely to result in such debarment, suspension, exclusion or ineligibility.

(k) The information and certifications provided by Contractor to Owner in Contractor's bid remains complete and accurate in all material respects as of the Effective Date. Without limiting the generality of the foregoing, all technical information submitted to Owner by Contractor as part of the RFP process remains complete, true and accurate in all material respects as of the Effective Date. Neither Contractor nor any of its Affiliates is aware of any results (through experience, testing, performance or otherwise) that contradict or otherwise are inconsistent with the content and/or conclusions of any of such information, or that could otherwise render all or portions of any of such information misleading.

ARTICLE 25. MISCELLANEOUS PROVISIONS

25.1. Governing Law.

(a) THIS AGREEMENT AND EACH APPLICABLE WORK RELEASE OR

PROJECT-SPECIFIC AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER AND THEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CONNECTICUT, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW; *PROVIDED* THAT IF AN ENTIRE PROJECT IS LOCATED OUTSIDE OF THE STATE OF CONNECTICUT, THEN THE LAW OF THE STATE/COMMONWEALTH WHERE THE PROJECT 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 PROJECT.

(b) Contractor acknowledges and agrees that Owner would be damaged irreparably in the event any of the provisions of this Agreement or any applicable Work Release or Project-Specific Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, Contractor agrees that Owner shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and any applicable Work Release or Project-Specific Agreement and to enforce specifically this Agreement and any applicable Work Release or Project-Specific Agreement and the terms and provisions hereof and thereof in any action instituted in connection herewith in addition to any other remedy to which it may be entitled hereunder or thereunder, at Law or in equity.

(c) THE PARTIES HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF CONNECTICUT FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT AND EACH APPLICABLE WORK RELEASE AND/OR PROJECT-SPECIFIC AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREON. EACH PARTY HEREBY IRREVOCABLY WAIVES AND RELEASES, TO THE FULLEST EXTENT PERMITTED BY LAW, (i) ANY OBJECTION TO THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT; AND (ii) ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(d) IF CONTRACTOR DOES NOT MAINTAIN A REGISTERED AGENT IN CONNECTICUT, OWNER MAY SERVE CONTRACTOR BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO THE CORPORATE SECRETARY OF CONTRACTOR AT THE ADDRESS SET FORTH IN SECTION 25.3, WHICH SERVICE SHALL BE ACCEPTED BY CONTRACTOR.

(e) **CONTRACTOR HEREBY WAIVES AND RELEASES ITS RIGHT TO CLAIM A TRIAL BY JURY WITH RESPECT TO ANY ACTION BY OR AGAINST OWNER ARISING HEREUNDER AND/OR UNDER ANY WORK RELEASE OR PROJECT-SPECIFIC AGREEMENT.**

25.2. Binding Effect; Assignment. This Agreement and each Work Release and each Project-Specific Agreement shall be binding upon the Parties and their respective successors and permitted assigns. Contractor is not authorized to and shall not directly or indirectly (through an equity sale, merger or other transaction) sell, assign or otherwise transfer this Agreement or any

Work Release or Project-Specific Agreement, in whole or in part, or any of the Work to be performed hereunder, without the prior written consent of Owner; *provided* that the foregoing shall not preclude Contractor from engaging Subcontractors in accordance with Section 11.4. Any purported sale, assignment or other transfer of this Agreement or any Work Release or Project-Specific Agreement, in whole or in part, or of any of the Projects or any of the Work to be performed hereunder, or under the applicable Project-Specific Agreement, without the prior written consent of Owner shall be null, void, and of no force or effect and shall be, at the sole and exclusive election of Owner, grounds for immediate termination of this Agreement, and any applicable Work Release or Project-Specific Agreement, in whole or in part, by reason of an Event of Default.

25.3. Notices; Demands. All notices, demands or requests required or permitted to be given under the Contract Documents shall be in writing. Any such notice or other communication hereunder shall be deemed duly given (a) upon confirmation of hand delivery, (b) upon confirmation of facsimile (*provided* that such facsimile and confirmation thereafter shall be immediately sent by mail or courier as provided in this Section 25.3), (c) one (1) Business Day following the date sent when sent by overnight delivery, and (d) five (5) Business Days following the date mailed when mailed by registered or certified mail return receipt requested and postage prepaid, at the following address:

To Owner:

Northeast Utilities Service Company
107 Selden Street
Berlin, Connecticut 06037
Facsimile: 860.665.6487
Attention: Thomas L. Duval, Contract Administrator

With a copy to:

Northeast Utilities Service Company
107 Selden Street
Berlin, Connecticut 06037
Facsimile: 860.665.5504
Attention: General Counsel

provided that all requests for payment to Owner shall be submitted to:

Northeast Utilities Service Company
P.O. Box 5017
Hartford, Connecticut 06102-5017
Attention: Accounts Payable Dept.

with copies of such requests for payment to the applicable Owner Representative and to:

Northeast Utilities Service Company
107 Selden Street

Berlin, Connecticut 06037
Facsimile: 860.665.2322
Attention: Thomas L. Duval, Transmission Contracts Administration

and engineering data submitted by Contractor to Owner shall be addressed in accordance with the applicable Technical Specifications.

To Contractor:

_ES Boulos Company_____
_70 Commercial Street_____
_Lewiston Maine 04240_____
Facsimile: _207-784-9426_____
Attention: __Rick Hanlin_____

Either Party may send any such notice or other communication using any other means (including personal delivery, expedited courier, messenger service, telex, ordinary mail, or electronic mail), but no such notice or other communication using such other means shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Either Party may change the address to which notices and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

25.4. Non-Waiver. Either Party by written notice to the other, may (a) extend the time for the performance of any of the obligations or other actions of the other; (b) waive any inaccuracies in the representations or warranties of the other contained in this Agreement or in any applicable Work Release or Project-Specific Agreement; (c) waive compliance with any of the covenants of the other contained in this Agreement or in any applicable Work Release or Project-Specific Agreement; and (d) waive or modify performance of any of the obligations of the other. Except as provided in the preceding sentence, no action taken pursuant to this Agreement or any applicable Work Release or Project-Specific Agreement, including any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representations, warranties, covenants or agreements contained herein. The waiver by any Party of a breach of and/or other non-compliance with any provision of this Agreement or any applicable Work Release or Project-Specific Agreement shall not operate or be construed as a waiver of any subsequent breach or non-compliance.

25.5. Invalid Provisions. If any provision of this Agreement or any applicable Work Release or Project-Specific Agreement is held to be illegal, invalid or unenforceable under present or future Laws effective during the term of this Agreement or any applicable Work Release or Project-Specific Agreement, such provision shall be fully severable and this Agreement or any applicable Work Release or Project-Specific Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement or any applicable Work Release or Project-Specific Agreement, and the remaining provisions of this Agreement or any applicable Work Release or Project-Specific Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement or any applicable Project-

Specific Agreement.

25.6. Survival. All agreements, representations, warranties and covenants made by the Parties herein or in any applicable Work Release or Project-Specific Agreement and in the certificates or other documents delivered pursuant thereto shall be considered to have been relied upon by the other Party and shall survive Final Acceptance of a Project. All requirements, terms, conditions, and provisions which by their nature are incapable of being performed within the period of performance hereof shall survive cancellation, termination, or expiration of this Agreement and any applicable Work Release or Project-Specific Agreement, including all of Contractor's non-disclosure obligations, warranties, and indemnities for the benefit of Owner.

25.7. Confidentiality.

(a) In their performance of the Work, Contractor, and any subcontractors, at any tier, shall (i) be bound by and comply with the North American Electric Reliability Council ("NERC") Critical Infrastructure Protection ("CIP") standards (CIP-002 through CIP-009), regarding critical assets and critical cyber assets pertaining to the reliability and availability of the Bulk Electric System in North America, applicable to Owner and the Work; and (ii) shall treat as Confidential Information and keep confidential any Critical Energy Infrastructure Information (CEII), as such CEII is defined by Federal Energy Regulatory Commission ("FERC"), pursuant to 18 C.F.R. §388, and in accordance with the requirements of any nondisclosure agreement between the Parties.

(b) Subject to the provisions of Section 25.7(a), during the term of this Agreement and for a period of five (5) years after Final Acceptance of a Project, Contractor shall (a) keep confidential the terms of this Agreement and any applicable Work Release or Project-Specific Agreement, all Intellectual Property, any information it obtains in the course of performing Work (including as a result of any access granted to Owner's systems) under this Agreement or under any applicable Work Release or Project-Specific Agreement (including as a result of any access granted to Owner's systems), and all other information furnished by Owner in furtherance hereof and conspicuously marked as "Confidential Information" (including any information obtained from Third Parties under agreements for confidentiality); (b) not disclose or reveal, except as permitted pursuant to this Section 25.7, any such confidential information to any Person other than on a confidential basis to Contractor's employees directly involved with the transactions contemplated; and (c) not use such information other than for Owner's sole benefit and for the sole purpose related to the Projects and the Work for which the information has been disclosed. Contractor shall notify Owner of any unauthorized disclosure, and Contractor shall be responsible for any breach hereof by Contractor and its representatives. Contractor and/or its representatives may disclose such confidential information under any of the following conditions:

(i) if required by Law, including as required in connection with Permits contemplated hereunder; *provided* that Contractor shall, to the extent it does not violate or fail to comply with any such Law, advise Owner prior to disclosure and cooperate in any effort by Owner to minimize the amount of confidential information disclosed, secure confidential treatment of such confidential information, or seek permission from the applicable Governmental Authority to revise the confidential information in a manner consistent with Owner's interests, while meeting the requirements of such Governmental Authority;

(ii) to Subcontractors, attorneys for, or consultants or independent public accountants of, Contractor, and/or any Person who has provided financing to Contractor for the Work, in each case who shall be bound by a confidentiality agreement embodying the terms of this Section 25.7;

(iii) if required to be disclosed in connection with the prosecution or defense of any litigation;

(iv) if such confidential information is or becomes part of the public domain by means other than actions taken by Contractor or on its behalf; *provided* that any filing by Owner in any regulatory proceeding shall not be deemed to be a public disclosure with respect to that portion of such filing that receives protected, confidential or similar treatment in such proceeding;

(v) if Contractor rightfully received such confidential information from sources other than Owner without breach of an obligation of confidentiality;

(vi) if Contractor independently developed such information without reliance on the confidential information disclosed by Contractor; or

(vii) if agreed to in writing by Owner.

Contractor acknowledges that Owner would not have an adequate remedy at Law and would be irreparably harmed if such Party breached this Section 25.7; accordingly, without prejudice to the rights and remedies otherwise available, Owner shall be entitled to equitable relief by way of injunction to prevent breaches of this Section 25.7 by Contractor or any other recipients of such confidential information.

25.8. Non-Solicitation. Contractor shall not, during its business relationship with Owner, and for one (1) year thereafter, except with prior written consent of Owner, directly or indirectly solicit for hire, or encourage the solicitation or hiring by any employer other than Owner, of any person who is employed by Owner at any time during the term of the business relationship with Owner for any position as an employee, independent contractor, consultant or otherwise. The foregoing restriction shall not apply to any person after twelve (12) months have elapsed subsequent to the date on which such person's employment by Owner has terminated.

25.9. Publicity. Except as required by Law, Contractor shall not publicize (including through any advertising or other promotional activity) the relationship between the Parties, the Project(s) or the Work, this Agreement, any applicable Work Release or Project-Specific Agreement or the transactions contemplated hereunder or thereunder without the consent of Owner prior to Final Acceptance of the last Project to be completed, and thereafter, Contractor shall obtain Owner's approval of any press release, advertisement or other publicity relating to the relationship of the Parties and/or the transactions contemplated hereby. Notwithstanding anything to the contrary in the foregoing, all of Contractor's publicity and related activities shall comply with the community and public relations protocol pursuant to Section 9.18(a).

25.10. No Third Party Rights. Except as set forth below and for those indemnity undertakings affording protection to Indemnified Persons, nothing contained in this Agreement or in any applicable Work Release or Project-Specific Agreement shall be construed or interpreted in any manner whatsoever to confer any rights of any nature upon any person or entity not a party signatory to this Agreement or any applicable Work Release or Project-Specific Agreement. No Subcontractor at any tier shall for any purpose whatsoever be or be deemed to be an employee or agent of Owner or in any way in privity or in a contractual relationship with Owner. Notwithstanding anything to the contrary herein, all benefits, protections,

indemnifications and other rights in favor of Owner under this Agreement and under each Work Release and each Project-Specific Agreement shall also benefit, protect and indemnify the officers and directors of Owner.

25.11. Multiple Counterparts. This Agreement and any applicable Work Release or Project-Specific Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in, making proof of this Agreement or any applicable Work Release or Project-Specific Agreement or the terms hereof to produce or account for more than one of such counterparts *provided* that the counterpart produced bears the signature of the Party sought to be bound.

25.12 No Gifts Or Inducements**.** Contractor warrants and represents to Owner that it has neither provided nor 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 and such gifts, payments or inducements. In addition to the foregoing, Contractor warrants and represents to Owner that it has neither provided nor offered to provide any gifts, payments, or other inducements to any government official, employee or agent in violation of any applicable Law, including without limitation the Foreign Corrupt Practices Act and will indemnify Owner for any violation thereof.

25.13 Electronic Delivery of Information. In performing Services under the Contract Documents, Owner and/or Contractor may wish 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 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. The Parties shall use commercially reasonable efforts 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 elects to transmit information or documents relating to any of the Contract Documents (including acceptance of a Work Release or Project-Specific Agreement) and/or perform Services under any of the Contract Documents (including a Work Release or Project-Specific Agreement using E-Business, Contractor shall be deemed to have accepted and be bound by the terms of this Agreement and the NUSCO Purchasing Department E-Business Trading Partner Agreement attached hereto as Schedule 25.13.

25.14 Moonlighting Restriction. Contractor shall neither directly or indirectly employ, nor knowingly permit Subcontractors to so employ, employees of Owner or any of its Affiliates to perform Work while such employees are employed by Owner or any of its Affiliates.

[*Signature page follows*]

Owner and Contractor have executed 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.

NORTHEAST UTILITIES SERVICE COMPANY, as agent for THE CONNECTICUT LIGHT AND POWER COMPANY, WESTERN MASSACHUSETTS ELECTRIC COMPANY, AND PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, Owner

By: Elizabeth A Maldonado
Name: Elizabeth A. Maldonado
Title: Director - Purchasing
Duly authorized

[E.S. Boulos Company_____], Contractor

By Denis R St Pierre
Name: Denis R. St. Pierre
Title: Director
Duly authorized