

Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty
DE 21-138
Calendar Year 2022 Vegetation Management Program (VMP) Plan
Department of Energy Data Requests - Set 1

Date Request Received: 3/28/22
Request No. DOE 1-6

Date of Response: 4/11/22
Respondent: Heather Green

REQUEST:

Reference joint testimony of Steele, Green, Tebbetts at Bates 17. Please provide the Request for Proposals (RFP) and date submitted to the contractors Asplundh and Davey Tree. Please provide copies of the awarded contracts, date effective, length of contract term, and pricing.

RESPONSE:

See Attachment DOE 1-6.1.docx for the Request for Proposals (RFP), which was submitted to the contractors on July 7, 2019.

See Confidential Attachment DOE 1-6.2 for the Asplundh contract, which contains the effective date (March 15, 2021), its length (four years), and pricing terms.

See Confidential Attachment DOE 1-6.3 for the Davey Tree contract, which contains its effective date (July 1, 2021), its length (no fixed term), and the pricing terms.

Confidential Attachment DOE 1-6.2 and Confidential Attachment DOE 1-6.3 contain third-party pricing information that is “confidential, commercial, or financial information” protected from disclosure by RSA 91-A:5, IV. Therefore, pursuant to Puc 203.08(d), the Company has a good faith basis to seek confidential treatment of this information and will submit a motion confirming confidential treatment prior to the final hearing in this docket

AGREEMENT

This Agreement ("Agreement"), effective **March 15, 2021**, by and between **LIBERTY UTILITIES (GRANITE STATE ELECTRIC) CORP.**, a New Hampshire corporation, ("Company") having its principal offices at **15 Buttrick Road, Londonderry, NH, 03053** and **ASPLUNDH TREE EXPERT, LLC**, a Pennsylvania limited liability company, ("Contractor") having its principal office at 708 Blair Mill Road, Will Grove, PA 19090. Company and Contractor may be referred to individually as a "Party" or collectively as "Parties" below.

WHEREAS:

Company owns and operates an electric power system in the state of New Hampshire and

A. Company desires to engage the Contractor to perform Cycle Trim and Vegetation Management services for its electric circuit distribution system within its New Hampshire Service Areas and Contractor shall complete all work and services in full accordance with Prudent Practices required for all work to accomplish the intent of these documents to be known as the "**2021-2024 Electric Distribution Vegetation Management Cycle Trim**" fully satisfying the terms further defined hereafter (the "Project"); and

B. Contractor is qualified to perform and complete all work and services required for the Project as further defined hereafter and has agreed to such engagement on the terms and subject to the conditions of this Agreement.

Company and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

1.0 Work

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work under this Contract, as defined throughout this Agreement, generally encompasses the Vegetation Management and Services and completion of all work required for the Project at different locations as requested by Company on or before the Guaranteed Completion Date in complete accordance with the terms of this Agreement. Contractor shall be liable and responsible for any and all work, acts or omissions performed by any consultants, subcontractors and/or contractors retained by Contractor to perform any portion of the Work.

2.0 Contract Documents — Entire Agreement

2.01 This Agreement, and any other documents, including **Exhibit A** incorporated by reference herein, is the complete, integrated agreement between Company and Contractor relating to the Project, superseding all prior agreements or undertakings. This Agreement shall be effective upon execution of the same by the Parties. Any exceptions or terms in Contractor's proposal are hereby void unless expressly incorporated into this Agreement. No course of prior dealing or performance between Company and Contractor or usage of trade shall be relevant to supplement, explain, interpret, or modify any term, condition, or instruction used in this Agreement.

2.02 The Contract Documents are as follows:

<u>Document</u>	<u>Document Description</u>	<u>Document Number</u>
1.	Agreement	
2.	General Terms and Conditions ("General Conditions") Form 3A	
3.	Company's Contractor Safety Requirements	Exhibit A
4.	Insurance Coverage Limits	Exhibit B
5.	Attachments	
	RFP	Attachment A
	Bid Proposal	Attachment B
	Revision to Initial Proposal	Attachment C
	Pricing Spreadsheet	Attachment D
	Purchase Order	Attachment E
4.	Reference Documents	
	Maps (Issued via email attachment with the RFP on 7.18.2020)	Reference A

2.03 Contractor undertakes full responsibility and liability for the consequences of its failure to comply with all Agreement requirements.

2.04 Contractor shall act as Company's representative, assume all duties responsibilities and have the rights and authority assigned to Contractor in the Contract Documents in connection with completion of the Work according to the Contract Documents. Company may, at any time and at its sole option, perform any of the duties assigned to the Contractor.

2.05 Anything mentioned in this Specification and not shown on any referenced Drawings, or shown on any referenced Drawings and not mentioned in this Specification, shall be of like effect as if shown and mentioned in both. In the event of a conflict pertaining to technical issues, the provision imposing the more stringent obligation or the most specific obligation on Contractor shall apply. In the event of a conflict between the Contract Documents, the order of precedence of the Contract Documents shall be as follows:

- A. Change Orders
- B. Agreement

- C. General Conditions
- D. Company Furnished Materials List
- E. The Drawings and Documents
- F. The Technical Specifications
- G. Bonds – N/A

3.0 Liquidated Damages and Schedule Guarantee

3.01 The time of the Completion of Construction (Contract Time) of the Project is of the essence of the Contract. Should the Contractor neglect, refuse or fail to complete the construction within the time herein agreed upon, after giving effect to extensions of time, if any, herein provided, then, in that event and in view of the difficulty of estimating with exactness damages caused by such delay, Company shall have the right to deduct from and retain out of such monies which may be then due, or which may become due and payable to the Contractor the sum as shown below in percent of lump sum price per uncompleted feeder until such time as the work is satisfactorily completed, as liquidated damages and not as a penalty. This amount will be deducted from any monies due the Contractor. Shall the Contractor successfully complete the work beyond the guaranteed completion date, the monies due to Contractor shall be paid in full.

3.02 Guaranteed Completion Dates. The Work will achieve the Completion Dates as set forth in the table below. These terms shall have the meanings given in Article 1.00 of the General Conditions. These dates shall be incorporated into the Project Schedule so that the Work shall progress in a manner to guarantee completion of these milestones by the guaranteed dates.

TABLE 3.02 – GUARANTEED COMPLETION DATES

Scope of Work (As shown in Section 01 11 00)			Guaranteed Milestone		Completion Date	Liquidated Damage Value
Yr	District	Feeder	Length	Unit	Pending PUC Adjustments	
Roadside Distribution*						
	Salem	13L3	29.66	Miles	12.31.2021	10% held back until satisfactory completion of work
2021	Lebanon	11L2	88.57	Miles	12.31.2021	10% held back until satisfactory completion of work
2021	Charlestown	12L2	55.22	Miles	12.31.2021	10% held back until satisfactory completion of work
2021	Salem	13L1	29.06	Miles	12.31.2021	10% held back until satisfactory completion of work
2021	Salem	14L1	28.65	Miles	12.31.2021	10% held back until satisfactory completion of work
2021	Lebanon	16L2	3.72	Miles	12.31.2021	10% held back until satisfactory completion of work
2021	Rdsd SubTotal	-	234.87	Miles		
Off Road Distribution/Sub Transmission/ROW **						
			Length	Unit		
2021	Lebanon	11L4 / 11L1*	7.41 x 2	Miles (Sideline)	12.31.2021	10% held back until satisfactory completion of work
2021	Lebanon	1303/1304 (1363,1313,1333)	99.22	Acre (Floor)	12.31.2021	10% held back until satisfactory completion of work
2021	OffRd SubTotal	-	114.04	-		
Yr	District	Feeder	Length	Unit	Pending PUC Adjustments	
Roadside Distribution*						
2022	Lebanon	11L3	8.07	Miles	12.31.2022	10% held back until satisfactory completion of work
2022	Lebanon	6L4	0.96	Miles	12.31.2022	10% held back until satisfactory completion of work
2022	Lebanon	7L2	33.39	Miles	12.31.2022	10% held back until satisfactory completion of work
2022	Salem	19L8	16.28	Miles	12.31.2022	10% held back until satisfactory completion of work
2022	Salem	19L6	10.24	Miles	12.31.2022	10% held back until satisfactory completion of work
2022	Lebanon	11L2	5.41	Miles	12.31.2022	10% held back until satisfactory completion of work
2022	Charlestown	12L1	124.82	Miles	12.31.2022	10% held back until satisfactory completion of work
2022	Salem	18L4	3.47	Miles	12.31.2022	10% held back until satisfactory completion of work
2022	Rdsd SubTotal	-	202.65	Miles		

Off Road Distribution/Sub Transmission/ROW **			Length	Unit		
2022	Lebanon	1L4 / 1L1+	88.40	Acre (Floor)	12.31.2022	10% held back until satisfactory completion of work
2022	OffRd SubTotal	-	88.40	-		
Yr	District	Feeder	Length	Unit	Pending PUC Adjustments	
Roadside Distribution*						
2023	Lebanon	1L1+	13.35	Miles	12.31.2023	10% held back until satisfactory completion of work
2023	Lebanon	6L3	26.79	Miles	12.31.2023	10% held back until satisfactory completion of work
2023	Salem	13L2	23.75	Miles	12.31.2023	10% held back until satisfactory completion of work
2023	Salem	14L3	33.60	Miles	12.31.2023	10% held back until satisfactory completion of work
2023	Salem	14L4	16.49	Miles	12.31.2023	10% held back until satisfactory completion of work
2023	Monroe	15H1+	11.41	Miles	12.31.2023	10% held back until satisfactory completion of work
2023	Lebanon	16L1	41.74	Miles	12.31.2023	10% held back until satisfactory completion of work
2023	Lebanon	16L3	9.24	Miles	12.31.2023	10% held back until satisfactory completion of work
2023	Lebanon	16L5	9.29	Miles	12.31.2023	10% held back until satisfactory completion of work
2023	Salem	18L2	10.91	Miles	12.31.2023	10% held back until satisfactory completion of work
2023	Salem	18L3	5.95	Miles	12.31.2023	10% held back until satisfactory completion of work
2023	Lebanon	39L1	1.87	Miles	12.31.2023	10% held back until satisfactory completion of work
2023	Charlestown	40L1	9.40	Miles	12.31.2021	10% held back until satisfactory completion of work
2023	Rdsd SubTotal	-	213.79	Miles		
Off Road Distribution/Sub Transmission/ROW **			Length	Unit		
2023	Monroe	15H1+	1.18 x 2	Miles (Sideline)	12.31.2023	10% held back until satisfactory completion of work
2023	Monroe	15H1+	13.92	Acre (Floor)	12.31.2023	10% held back until satisfactory completion of work
2023	Salem	2376W	1.02 x2	Miles (Sideline)	12.31.2023	10% held back until satisfactory completion of work
2023	Salem	2376W	10.67	Acre (Floor)	12.31.2021	10% held back until satisfactory completion of work
2023	OffRd SubTotal	-	28.99	-		
Yr	District	Feeder	Length	Unit	Pending PUC Adjustments	
Roadside Distribution*						
2024	Charlestown	40L3	28.76	Miles	12.31.2024	10% held back until satisfactory completion of work
2024	Lebanon	6L2	4.00	Miles	12.31.2024	10% held back until satisfactory completion of work
2024	Lebanon	7L1	78.29	Miles	12.31.2024	10% held back until satisfactory completion of work
2024	Salem	9L1	10.40	Miles	12.31.2024	10% held back until satisfactory completion of work
2024	Salem	9L2	1.36	Miles	12.31.2024	10% held back until satisfactory completion of work
2024	Salem	9L3	15.33	Miles	12.31.2024	10% held back until satisfactory completion of work
2024	Lebanon	11L1	14.67	Miles	12.31.2024	10% held back until satisfactory completion of work
2024	Salem	14L2	35.43	Miles	12.31.2024	10% held back until satisfactory completion of work
2024	Lebanon	39L2	30.32	Miles	12.31.2024	10% held back until satisfactory completion of work
2024	Rdsd SubTotal	-	218.55	Miles		
Off Road Distribution/Sub Transmission/ROW **			Length	Unit		
2024	Lebanon	1303/1304 (1363,1313,1333)	6.3 x 2	Miles (Sideline)	12.31.2024	10% held back until satisfactory completion of work
2024	Salem	2352 (2393, 2353)**	3.15 X 2	Miles (Sideline)	12.31.2024	10% held back until satisfactory completion of work
2024	Salem	2352 (2393, 2353)**	30.13	Acre (Floor)	12.31.2024	10% held back until satisfactory completion of work
2024	Salem	2353**	0.28	Miles (Sideline)	12.31.2024	10% held back until satisfactory completion of work
2024	Salem	2353**	1.72	Acre (Floor)	12.31.2024	10% held back until satisfactory completion of work
2024	Salem	2376**	0.28	Miles (Sideline)	12.31.2024	10% held back until satisfactory completion of work
2024	Salem	2376**	1.72	Acre (Floor)	12.31.2024	10% held back until satisfactory completion of work
2024	Salem	2393**	0.89	Miles (Sideline)	12.31.2024	10% held back until satisfactory completion of work
2024	Salem	2393**	6.57	Acre (Floor)	12.31.2024	10% held back until satisfactory completion of work
2024	OffRd SubTotal	-	60.49	-		

3.03 If the amount due and to become due from Company to Contractor is insufficient to pay in full any such liquidated damages, Contractor shall pay to Company the amount necessary to affect such payment in full. Provided, however, that Company

shall promptly notify the Contractor in writing of the manner in which the amount retained, deducted or claimed as liquidated damages was computed. Contractor shall pay to Company such amounts within thirty Days (30) after receipt of Company's invoice. Late payments by Contractor shall be subject to interest at the Prime Rate (as of the Effective Date of this Agreement) plus 2%.

3.04 Contractor's failure to comply with the Guaranteed Completion Dates may result in Company incurring damages in amounts difficult to ascertain with certainty. It is agreed, therefore, that the liquidated damages specified in this Article represent reasonable amounts to compensate Company for failure to perform and are not to be construed as a penalty. Consequently, Company will not be required to prove that it has incurred actual damages. Further, Company shall be able to enforce its rights to liquidated damages under this Article, without consideration as to whether time is a material aspect of this Agreement. Upon failure by Contractor to meet any of the schedule or performance guarantees above, Contractor shall be liable and responsible to Company for payment of the liquidated damages corresponding to such failure, as set forth herein.

3.05 Concurrent Delay. Liquidated damages pursuant to this Agreement shall not begin to, or continue to, accrue if, for reasons not caused by or the fault of Contractor, Company would not have been able to operate the Facility even if Contractor had achieved the agreed completion date ("Concurrent Delay"). Contractor's liability for liquidated damages shall begin or continue to accrue on the date that the Concurrent Delay ends and the sole reason for delay is Contractor's failure to meet the requirements of the applicable guaranteed completion date.

3.06 Beginning with Calendar Year 2022, for Circuit years 2022, 2023, and 2024, Traffic Control performed past the deadline, after giving effect to extensions of time, will not be reimbursed unless previously agreed upon by both Parties.

4.0 Contract Price

4.01 As full compensation for the complete and faithful performance of the Work, and all other covenants under this Agreement, Company shall pay Contractor the Contract Price. The Contract Price shall be paid in accordance with this Article 4.00 and Article 14.00 of the General Terms and Conditions, and shall be subject to increases or decreases only as expressly specified in this Agreement

4.02.0 Contract Price:

		4 Yr
Time Frame	Type	Asplundh New
4 Year Total	Rdsd SubTotal	
4 Year Total	OfRd SubTotal	
4 Year Total	Rmvls	
4 Year Total	ALL	
		\$ 9,012,924

4.03

A. As a total consideration for the performance of all Work hereunder, Company shall pay Contractor pursuant to the terms of this Agreement, subject to additions and deductions by contract price adjustments as provided in the Contract Documents. All royalties and fees for patents covering materials, articles, apparatus, devices, equipment or processes used in the Work shall be included in the Contract Price, and the Contractor shall pay all royalties and license fees.

B. The Cost of the Work, if not explicitly defined elsewhere in the bidding documents or Article 4.0 of the Agreement, shall be in accordance of Paragraph 11.02 of the General Terms and Conditions.

4.04 Payment to the Contractor upon the termination of this Agreement for Company's convenience shall be determined in accordance with Paragraph 15.02E of the General Conditions and shall not under any circumstances exceed the Contract Price. Late payments by Company shall be subject to interest at the Prime Rate (as of the Effective Date of this Agreement) plus 2%.

4.05 Submittal and Processing of Payments: Contractor shall submit Applications for Payment according to the General Conditions. Applications for Payment will be processed by Contractor or Company as provided in the General Conditions.

4.06 The prices included in this Contract Price include provisions for the payment of all monies which will be payable by the Contractor or Company in connection with the construction of the Project on account of taxes imposed by any taxing authority upon the sale, purchase or use of the materials, supplies and equipment, or services or labor of installation thereof, to be incorporated in the Project as part of such Construction Units. The Contractor agrees to pay all such taxes, except taxes upon the sale, purchase or use of Company Furnished Materials and it is understood that, as to Company Furnished Materials, the values stated in the list of Company Furnished Materials include taxes upon the sale, purchase or use of Company Furnished Materials, if applicable. The Contractor will furnish to the appropriate taxing authorities all required information and reports pertaining to the Project, except as to Company Furnished Materials.

5.0 Indemnity.

To the fullest extent permitted by law, Contractor and its successors, assigns and guarantors, shall defend, indemnify and hold harmless Company and Company's agents, representatives, officers, directors, parents, subsidiaries, affiliates, consultants, insurers and/or sureties, from and against any and all liabilities, claims, direct damages, direct losses, costs, expenses (including but not limited to, attorney's fees, court costs and appellate proceedings), injuries, causes of action, or judgments occasioned by, contributed to and/or in any way caused, in whole or in part, by Contractor, its respective agents or employees, or any subcontractor, Contractor, consultant or sub-contractors of Contractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and subcontractor employees, in the performance of the Work

covered by this Agreement by whoever performed, including but not limited to any active or passive negligence of Company, and/or any act or omission of Company, unless such negligence, act and/or omission of Company was the sole cause of such liability and/or claim. Contractor shall defend Company at Contractor's expense with legal counsel reasonably acceptable to Company. This Indemnity Clause shall apply to any claim arising out of, related to or in any way incident to the performance of the Work of Contractor that is sustained or asserted before or after completion of the Work or termination of this Agreement. This Indemnity Clause extends to and includes all claims, just or unjust, based on a tort, strict liability, contract, lien, statute, stop notice, rule, safety regulation, ordinance or other affiliated relief or liability, and whether the injury complained of arises from any death, personal injury, sickness, disease, property damage (including loss of use), economic loss, patent infringement, copyright infringement, or otherwise, even if such claim may have been caused in part by Contractor as set forth above. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor and/or Project Manager or any subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnity clause shall apply solely to the extent that such liability claim, damage, loss or expense is caused by Contractor.

6.0 Force Majeure.

No Party shall be liable to the other Party for any delay or failure in the performance of any of its obligations hereunder if and to the extent such delay or failure is a result of Force Majeure. The term "Force Majeure" means any act or event that (i) delays the affected Party's performance of its obligations in accordance with the terms of the Project Agreement or Purchase Order, (ii) is beyond the reasonable control of the affected Party and is not due to its fault or negligence, (iii) is not reasonably foreseeable, and (iv) could not have been prevented or avoided by the affected Party through the exercise of due diligence, including (to the extent consistent with the foregoing) any act of God, pandemics, any act or omission of any government authority, explosions, fire, riot, and war. Force Majeure shall not include: (a) economic hardship; (b) any labor strike, labor dispute, work stoppage, boycotts, walkouts and other labor difficulties or shortages resulting therefrom, except for nationwide strikes meeting all of the requirements specified in the definition of Force Majeure; (c) the inability to obtain labor, equipment or other materials or supplies for the Work; (d) changes in market conditions; (e) failure to timely apply for permits or approvals; (f) any act or event to the extent resulting from the fault or negligence of any person claiming Force Majeure; or (g) the financial inability of any person to perform its obligations under the Project Agreement or Purchase Order. The protections afforded under this section shall be of no greater scope and no longer duration than is required by the Force Majeure. Notwithstanding this section, no Force Majeure shall relieve, suspend or otherwise excuse any Party from performing any obligation to make any payment owed to another Party or to indemnify, defend, or hold harmless another Party. Upon the occurrence of a Force Majeure (or as soon as reasonably practicable thereafter), the Party declaring the Force Majeure shall act to resume normal performance of the affected Project Agreement or Purchase Order and Work within the shortest time practicable, taking into account the consequences resulting from such event of Force Majeure.

7.0 Safety.

Contractor shall be solely and exclusively responsible for compliance with any and all federal, state, and local safety laws, ordinances, regulations and rules relating to performance of

the Work. Contractor acknowledges and shall comply with Company's Contractor Safety Program attached as Exhibit A, including any and all updates or changes to such Safety Program. Contractor shall insure that any and all sub-contractors, consultants or other entities retained by Contractor to perform the work shall comply with Company's Contractor Safety Program. Contractor shall comply with any and all safety requirements set forth in General Conditions.

8.0 Contractor's Representations and Responsibilities

8.02 In order to induce Company to enter into this Agreement, Contractor makes the following representations:

A. Contractor represents and warrants that it is a contractor with significant experience in successfully completing Projects such as the one under this Agreement and that it is duly licensed under the laws of the State of New Hampshire to perform the Work under this Agreement consistent with Prudent Practices, and that any portion of the Work to be performed or furnished by any Subcontractor or Supplier shall be qualified and properly licensed. Contractor shall seek and obtain any government approval, consent, license, ruling, permit, certification, exemption, or registration as needed for full and faithful performance of the Work.

B. Contractor represents and warrants that it has examined and carefully studied the Contract Documents and other related data identified in the Bid Documents, considered the existing visible, known and disclosed conditions at the Site and taken into account these conditions with respect to completing the Work on time and in accordance with all terms and conditions under this Agreement.

C. Contractor has visited the Site and become familiar with and is satisfied as to the general visible, known and disclosed Site conditions (including the visible, known and disclosed existing physical and operational conditions) that may affect cost, progress, performance and furnishing of the Work.

D. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

E. To the extent that Company has provided the same, Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environment Condition, if any, at the Site.

F. Contractor will obtain and carefully study all such additional supplementary examinations, investigations, explorations, tests, utility locates, studies and data that Contractor deems necessary concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance and furnishing of the Work or that relate to any aspect of the means, methods, techniques, sequences and

procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

G. Contractor is aware of the general nature of the work to be performed by Company at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Contractor or Company written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

K. Contractor shall pay all license fees and royalties and will assume all costs incident to the use in the performance of the Work or the incorporation of the Work of any equipment, invention, design, process, product or device that is the subject of patent rights or copyrights held by others. Contractor will indemnify and hold harmless Company and Contractor and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees and court and arbitration costs) arising out of any alleged infringement of patent rights, trade secret, trademark or copyrights to the extent caused by Contractor and incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents and shall defend all such claims in connection with any alleged infringement of such rights.

9.0 Further, Contractor hereby undertakes the following obligations:

A. Contractor shall perform or cause to be performed any and all Work and Services required in connection with the procurement, site clearance, construction, erection, execution, installation, commissioning, demolition, restoration and completion of the Project, and shall provide all materials, equipment, machinery, tools, labor, transportation, administration and other Work and items required to complete and deliver to Company the fully operational Project, including, without limitation, all express obligations of Contractor under this Agreement, at a price as listed on the Proposal, and otherwise in accordance with the Contract Documents and applicable Laws (collectively, the "Work"), as further defined hereafter.

B. Should anything necessary for clear understanding of the Work be omitted from the General Terms and Conditions, Specifications, the Attachments, Drawings, or should the requirements appear to be in conflict, or if any errors, inconsistencies or omissions are discovered by the Contractor, the Contractor shall secure written instructions from Company before proceeding with the Work affected thereby. All such noted conflicts to be considered by Company should be submitted prior to executing this Agreement, but if found after contract execution, the Contractor must submit, in writing, to Company prior to Notice to Proceed. It is understood and

agreed that the Work shall be performed according to the intent of the Contract Documents. Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. Contractor shall be responsible for errors, inconsistencies, and omissions in any Contract Documents prepared by Contractor.

C. Contractor shall perform all of the Work in accordance with Prudent Practices, applicable laws, the Contract Documents, and the Project Documents.

D. The Work shall utilize Contractor's reasonable care, skill and diligence, and be done expeditiously and in a good and workmanlike manner.

E. Contractor's Work shall be sufficient, complete and adequate in all respects necessary to enable the Project to satisfy all obligations under this Agreement to the extent required for Substantial Completion and Final Completion.

F. Contractor shall perform the Work consistent with known Site conditions.

10.0 **Insurance and Bonding.** Contractor shall maintain in effect at all times during performance of services as described in this Agreement, insurance coverage, requirements and limits set forth in Exhibit B attached to this Agreement. Such insurance coverage shall be provided by carrier(s) authorized in the state with a rating of A-/XV or greater in AM Best.

11.0 **Governing Law.** This Agreement shall be construed and governed by the laws of the State of New Hampshire without regard to the principles of conflicts of law.

12.0 **Miscellaneous**

12.02 Terms:

A. Terms used in this Agreement that are defined in the General Terms and Conditions shall have the meanings stated in the General Terms and Conditions.

12.02 Assignment of Contract:

A. No assignment by Contractor of any rights or interests in the Contract Documents will be binding on Company without the written consent of Company (except to the extent that the effect of this restriction may be modified or limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

B. The Contractor shall perform the Work directly and shall not subcontract more than twenty-five percent (25%) of the Project, to be calculated on the basis of the total Contract price.

12.03 Successors and Assigns:

A. No assignment by Contractor of any rights or interests in the Contract Documents will be binding on Company without the written consent of Company (except to the extent that the effect of this restriction may be modified or limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

B. The Contractor shall perform the Work directly and shall not subcontract more than twenty-five percent (25%) of the Project, to be calculated on the basis of the total Contract price.

12.03 Successors and Assigns:

A. Company and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other Party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

12.04 Severability:

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Company and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Company and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Company and Contractor. All portions of the Contract Documents have been signed, initialed, or identified by Company and Contractor.

This Agreement will be effective on DATE, which is the Effective Date of the Agreement.

COMPANY

CONTRACTOR

LIBERTY UTILITIES
(GRANITE STATE ELECTRIC) CORP

ASPLUNDH TREE EXPERT, LLC

By: 

By: 

Name: SUSAN FLUCK

Name: RALPH Guadagno

Title: PRESIDENT

Title: Vice President

Date: 3/30/2021

Date: 3/29/21

EXHIBIT A
COMPANY'S CONTRACTOR SAFETY PROGRAM

EXHIBIT B**INSURANCE COVERAGE LIMITS**

Without in any way limiting Contractor's liability, the Contractor shall maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage:

COVERAGE**LIMITS / AMOUNTS**

- | | |
|---|--------------|
| 1. Worker's Compensation and Employers' Liability: | |
| a. Workers' Compensation | Statutory |
| b. Employers' Liability: | |
| i. Each Accident | \$ 1,000,000 |
| ii. Disease-Policy Limit | \$ 1,000,000 |
| iii. Disease-Each Employee | \$ 1,000,000 |
| 2. Comprehensive General Liability Insurance-Occurrence Form | |
| a. General Aggregate | \$ 2,000,000 |
| b. Products-completed Operations Aggregate | \$ 1,000,000 |
| c. Broad Form Property Damage including Completed Operations | \$ 1,000,000 |
| d. Personal and Advertising Injury | \$ 1,000,000 |
| e. Each Occurrence | \$ 1,000,000 |
| 3. Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles | |
| a. Combined Single Limit Per Accident | \$ 1,000,000 |
| b. For bodily Injury and Property Damage | |
| 4. Commercial Excess or Umbrella Liability | |
| a. Each Occurrence | \$ 4,000,000 |
| b. Aggregate | \$ 4,000,000 |
| 5. Performance Bond – If required by Company, and at Company's expense, the contractor shall be required to furnish non-revocable security binding the contractor to provide faithful performance of the contract in the amount of 100% of the total contract price payable to Company. Performance security shall be in the form of a performance bond, certified check or cashier's check. This security must be in the possession of the Company by the due date and time cited for this solicitation. | |
| 6. Payment Bond – If required by Company, and at Company's expense, the contractor shall be required to furnish non-revocable security for the protection for all persons supplying labor and materials to the contractor or any subcontractor for the performance of any work related to the contract. Payment Security shall be in the amount of 100% of the total contract price payable to Company. | |
| 7. Reserved. | |

8. Commercial General Liability Insurance, Automobile Liability Insurance and Builder's Risk Insurance policies shall be endorsed to provide the following:
 - a. Named as additional insured: the Company and the Company's officers, agents, employees and volunteers to the extent of the Contractor's obligations under the Agreement.
 - b. That such policies are primary insurance to any other insurance available to the additional insured's, with respect to any claims arising out of this Agreement to the extent of the Contractor's obligations under the Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
9. Professional Liability (E&O) Insurance - If contractor is providing any professional services, the contractor must obtain professional liability insurance coverage for errors, acts or omissions arising out the scope of services performed under this agreement:

\$2,000,000 Combined Single Limit Each Occurrence (Minimum)
10. All policies shall be endorsed to provide: Thirty (30) days advance written notice of cancellation and non-renewal of coverage, mailed to the Company.
11. Certificates of insurance, in form and with insurers authorized in the state with a rating of A-/XV or greater in AM Best, evidencing all coverages above, shall be furnished before commencing services under this contract. Contractor agrees to provide or obtain certified copies of any policy or endorsement on Company's request if a claim under the Agreement is made which is applicable to the policy.
12. This Agreement shall terminate immediately upon any lapse of required insurance coverage.

Attachment A: RFP

Attachment B: Bid Proposal

**ASPLUNDH TREE EXPERT CO.**

56 Sol Joseph Rd., Plymouth MA 02360

September 15, 2020

Dana Rogers
Buyer
Liberty Utilities
11 Northeastern Boulevard
Salem, NH 03079
RE: RFP0LUGSE-8830VMCT

Dear Dana Rogers:

We are pleased to submit this proposal to Liberty Utilities regarding our prices for 2021-2024.

Over the past 10 years working for Liberty Utilities we have been able to establish a locally experienced workforce that has proven to be a safe and efficient group of employees who understand the expectation of Liberty.

Safety is the cornerstone of our company. The strong values that we incorporate into the work place with each of our employees is critical to a culture that we expect surrounding the performance of the work. SafeProduction is a motto Asplundh developed to help our employees know that they can be safe and productive at the same time. We believe strongly in this motto and are committed as a company to providing all of the necessary resources to ensuring its success.

We have looked at each circuit designated for cycle trim for each of the four years. Our pricing is based on the trimming as it stands alone. (As it was in 2020). In previous years we subsidized our pricing by the number of unit removals we did. Removal budgets come and go and as we saw this year the reduction of the unit removals could have a devastating effect on our ability to produce a rate of return.

Asplundh is a company with over 34,000 employees many of who are employed throughout the New England region. This assures Liberty that not only do we have the local work force to meet your day to day needs but the support of hundreds of additional crews nearby in the event of a major storm event. Our storm response is and has been second to none throughout New England. Asplundh has a coordinated Storm Response Center located in our corporate offices that works closely with me and Sean. This assures our customers of a quick turn around when additional crews are needed for Emergency Responses.

Please don't hesitate to reach out to me with any questions or clarifications you may have.

We are looking forward to being able to provide Liberty Utilities with the kind of safe reliable service you have come to expect over these next four years from our company who is the leader in the vegetation industry.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ralph Guadagno".
Ralph Guadagno

For Pricing, please see Attachment D, Pricing Spreadsheet.

T&E Rates - Labor

Classification	Straight Time	Overtime	Double Time
General Foreman			
Foreman or equivalent			
Journeyman or equivalent			
Equipment Operator			
Trainee 3 Yr or equivalent			
Trainee 2 Yr or equivalent			
Trainee 1 Yr or equivalent			
Truck Driver			
Field Mechanic			
Groundman or equivalent			
Special Large Equipment Operator			
Flagger	\$ -	\$ -	\$ -

T&E Rates - Equipment

Unit Description	Straight Time	Overtime	Double Time
32" Tree Spade w/Operators			
44" Tree Spade w/Operators			
4x4 Tractor w/Chipper			
5-7 Ton Equipment Trailer			
6 Wheel Log Truck			
70" Tree Spade w/Operator			
Backhoe			
Backpack Motorized			
Backyard Lift 40-42 Height w/Trailer			
Bigfoot 60FT			
Bigfoot 70FT			
Brush Farm Hog Trailer			
Brush Saw			
Bucket 40FT-Mini			
Bucket 45Ft-Mini			
Bucket 50FT-Mini			
Bucket 55FT			
Bucket 70FT			
Chipper 20" or Larger			
Chipper 20" Tow Behind			
Chipper Drum 12"			
Chipper Drum 18"			
Chipper on 4x4			
Chipper Self-Propelled Back Lot			
Chipper Self-Disk			
Chipper Truck Crew Cab			
Dozer 850			
Dozer Cat d-4 or JD 450			
Dozer Cat D-5 or JD 550			
Dozer Cat D-6			
Dozer Cat D-7			
Dozer Cat D-8			
Dozer JD 650			

Dump Truck Siongle Axle	
Dump Truck Tandem Axle	
Equipment Trailer 20 Ton	
Flatbed Rollback	
Flextrack Carrier w/Dump Bed	
Gradeall	
H/D Skid Steer w/40 Bucket	
H/D Skid Steer w/Grapple	
H/D Skid Steer w/Mower Deck	
H/D Skid Steer WOTJ Shipper	
Hay Mulching Machine	
Hydro Axe/Kreshaw	
Jaraff Type Tree Pruner	
Loader JD 455/555	
Log Loader	
Mechanic Service Truck	
Mower 4x4 Tractor	
Mower - Excavator	
Mower - Hydro Axe	
Mower - Tractor	
Mower - Other	
Pickup 4x4	
Pickup 4x4 Spray Unit	
Pickup Crew Cab 4x4	
Pickup Truck	
Power Saw	
Rear Lot Aerial Lift	
Ribber Tired Loader	
Skid Mounted Straw Mulcher/Bale Chopper	
Skidder Bucket 40FT	
Skidder Bucket 45Ft	
Skidder Bucket 50FT	
Skidder Bucket 55FT	
Skidder Bucket 70FT	
Skidder Bucket Other	
Skidder Spray unit	
Skidder JD 440	or Equivelant
Skidder JD 540	or Equivelant
Small Trackster 4x4 ATV	
Split Dump / Brush Truck	
Spray Nurse Truck 500 Gallon	
Sprayer - Hand Pump	
Sprayer - Motorized Backpack	
Sprayer - Skidder mounted	
Sprayer - Truck Mounted	
Stump Grinder	
Timbco w/Operator	
Tracked Excavator 150/160 Class	
Tracked Excavator 200 Class	
Tracked Spray 300 Gallon Tank	
Tracked Whole Tree Chipper	

Tractor and Lowboy 40 Ton	
Trailer 6-12 Ton	
Truck 1 Ton 4x4 dump	
Truck 1 Ton 4x4 Flatbed	
Truck Mounted Lift 4x4 All Ter. Bigfoot	
Truck Rollback w/Hyd/ Flatbed	
Truck Trailer Mounted Hydroseeder	
Whole tree Harvester	
Working Van	
Feller Bunker - Timbco 425	
Feller Bunker - Timbco 445	or Larger



Attachment I: Anti-Drug and Alcohol Requirements

COMPLIANCE WITH ANTI-DRUG & ALCOHOL PROGRAM REGULATIONS

Bidders must comply with Department of Transportation (DOT) regulations for drug and alcohol testing of covered classifications in accordance with 49 CFR Part 199 and Part 40. The following monitoring procedures will be enforced to assure contractor compliance with DOT drug and alcohol testing regulations:

1. **Qualifying Potential Contractor:** Potential contractors must submit a copy of their anti-drug and alcohol misuse prevention plans and Affidavit of Compliance with DOT regulations for review by Liberty Utilities' EHSS Manager. Written plans shall satisfy standards as expressed in model plans issued by DOT.
2. **Monitoring Contractor Compliance:** Contractors may be required to provide information (name, job title) on their employees who will perform covered functions for Liberty Utilities (Energy North Natural Gas) Corp.
3. **Statistical Data:** Contractors will be required to submit drug and alcohol testing statistical information on a quarterly basis. The format shall conform to the DOT MIS reporting requirements.
4. **Records and Access:** Contractors shall retain copies of appropriate records required by Part 199 and Part 40. The records shall be readily accessible by Liberty Utilities, DOT, and representatives of those state agencies under which jurisdiction the Company operates.

Questions concerning procedures and/or requirements of this program should be addressed to Kevin Spottiswood at (603) 216-3639.



**AFFIDAVIT OF COMPLIANCE
WITH
ANTI-DRUG & ALCOHOL PROGRAM REGULATIONS**

Grafton, N.H. ss.

Lebanon 9/15/20
(CITY) (DATE)

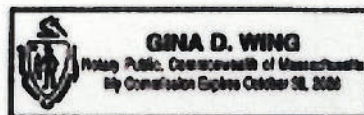
I, Ralph Guadagno, being duly sworn, depose and state that

Asplundh Tree Expert, LLC has complied with the requirements and guidelines pursuant to 49 CFR Part 199, Part 40, and other pertinent provisions and regulations. All necessary data, results and information have been submitted to the designated Liberty Utilities (Energy North Natural Gas) Corp. personnel and will be furnished upon request throughout the term of the Agreement.

[Signature]
(NAME)

Signed under the pains and penalties of perjury.

Subscribed and sworn to before me this 15th day of SEPTEMBER 20 20.



[Signature]
NOTARY PUBLIC
Commonwealth of Massachusetts
Plymouth County

**Attachment B-1 – LIBERTY UTILITIES (GRANITE STATE ELECTRIC) CORP.
Requirements for Contractor Employee Background Check & Contractor
Compliance Statement**

(Level 1 Baseline Requirements Only)

Revision 1/2014

The entity or entities engaged or to be engaged under this contract to perform services for LIBERTY UTILITIES (GRANITE STATE ELECTRIC) CORP. (the "Company") are referred to in this document as "Contractor." The individuals who will perform work for the Company under this contract, including employees, principals, sole proprietors, and contingent staff provided by the Contractor, are referred to as "Contractor Employees."

Contractor must be able to evidence to the Company or its agent that it has verified Contractor Employees' identities and that all Contractor Employees are legally eligible to work in the country where the work is to be performed. The Company requires that U.S. Contractors complete a Consent Based Social Security Number Verification (CBSV) on their Contractor Employees and match the results with other identification documents provided by their employees during their hiring practices. This represents a minimum background check requirement. Additional requirements may be deemed appropriate by the Company or the Contractor or may be required by law, regulation, or other bodies having jurisdiction over the work of the Contractor. These background checks must be completed for all Contractor Employees before they begin work under the contract, whether brought on at the outset of a contract or at any other point in the contract term. If it is determined at any time that a Contractor Employee does not meet the background requirements or has falsified a document that is or was part of the background check, Contractor shall notify Liberty Utilities Security immediately. Liberty Utilities will, in its sole discretion, determine if the Contractor Employee must be removed from the work and will notify Contractor in writing of its determination. Contractor must maintain a record of all background checks and correspondence with the Company regarding background checks performed during the term of the contract and shall make all records and correspondence available to the Company or its agent upon reasonable notice. The Company or its agent may perform audits of Contractor's background check records, background check program, and all supporting documents concerning the background of any Contractor Employee performing work for the Company. The Company's direct costs and the cost for any contracted audit services will be at the expense of the Company. The Company reserves the right to revise its requirements for Contractor Employee background checks during the contract term, which the Contractor must comply with. Any such revisions will be provided in writing to the contractor.

Contractor Certifies by signing below that it understands the Company's requirements for Contractor Employee background checks as defined above for this contract and that it is in full compliance with them.

Asphandh Tree Export, LLC 708 Blair Mill Rd Willow Grove PA 19090
Company Name Company Address

Rafael Guzman [Signature] 9/15/20
Officer/Principal Name Signature Date

To be completed by LIBERTY UTILITIES (GRANITE STATE ELECTRIC) CORP. Procurement:

PO # _____ Contract Expiration Date: _____

Attachment B-2 – LIBERTY UTILITIES (GRANITE STATE ELECTRIC) CORP. Contractor Information Sheet and Compliance Statement for Employee Background Check Requirements
(for Level 2 Baseline and Supplemental Requirements)

1. Contractor Name: Asplundh Tree Experts, LLC

PO #: _____
(to be inserted by LIBERTY UTILITIES (GRANITE STATE ELECTRIC) CORP.)

2. Address: 708 Blair Mill Rd.
Willow Grove PA 19090

3. Who would you like LIBERTY UTILITIES (GRANITE STATE ELECTRIC) CORP. to contact regarding questions on the information provided below?

Name: RALPH Guadagno

Telephone #: 508-824-3030

Fax #: 508-224-5155

E-Mail: Rguadagno@Asplundh.com

4. Does Contractor perform employee checks internally, or are they performed by outside firms or agencies?
☐ - Internal ☒ - External

5. List the names and contact information of any agencies or firms engaged by Contractor to perform employee background checks.

Company Name/Contact	Address	Phone
<u>Accurate Background Inc.</u>	<u>7515 Irvine Centre Dr.</u>	<u>800-216-3024</u>
	<u>Irvine, CA 92618</u>	

6. Contractor certifies by signing and initialing below that it understands LIBERTY UTILITIES (GRANITE STATE ELECTRIC) CORP.'S requirements for Contractor Employee background checks as defined in "Personnel Background Checks (For LIBERTY UTILITIES (GRANITE STATE ELECTRIC) CORP. Level 2 Baseline & Supplemental Requirements)", and that it is in full compliance with all applicable requirements.

Background Checks	Initial
a. CBSV/Identification Verification and Eligibility to Work in the Country	<u>RG</u>
b. Social Security Trace	<u>RG</u>
c. Seven-year Criminal History Background Checks	<u>RG</u>
d. Seven-year Sex Offender Registry Search	<u>RG</u>
e. Seven-year Residential Address Verification (new hires)	<u>RG</u>
f. Three-year Employment Verification (new hires)	<u>RG</u>
g. Motor Vehicle Driving Record Check and Annual Reviews (if applicable)	<u>RG</u>
h. Previously Terminated or Removed Workers	<u>RG</u>
i. Supplemental Requirements as checked	<u>RG</u>
j. Sub-Contractor Requirements	<u>RG</u>

RALPH Guadagno V.P.

Signature

Date

9/15/20

Attachment C: Revision to Initial Proposal

From: Ralph Guadagno rguadagno@Asplundh.com

Sent: Monday, March 15, 2021 14:32

To: Dana Rogers Dana.Rogers@libertyutilities.com

Dana Rogers | Liberty Utilities (New Hampshire) | Senior Buyer

P: 603-216-3551 | C: 603-327-5042 | E: Dana.Rogers@libertyutilities.com

15 Buttrick Road, Londonderry, NH 03053

Subject: Asplundh Tree Experts, LLC.

Dana,

Good afternoon, we appreciate the opportunity to reestablish the longstanding working relationship between Asplundh Tree Experts and Liberty Utilities. As discussed we have several identified increases in costs as it relates to returning to the Liberty account. It is our belief that a 6.25% increase to our lump sum projects for years 2021-2024 captures those increases. The hourly and removal pricing would remain as submitted.

In addition, once we are back working at full capacity we could provide a schedule to complete 2021 work. Although there maybe carry over work into 2022 both the carryover and 2022 work plan would be accomplished in 2022.

Please let me know if you have any questions.

Thank you,

Ralph

Attachment D: Pricing Spreadsheet

Yr	District	Feeder	Length	Unit	Lump Sum Bid Price	A: Price per mile/acre (For monthly payments)	B: Price per mile (For adjustments: additional or reduced work)	Calculation Increase of 6.25%
Roadside Distribution*								
2021	Salem	13L3	29.66	Miles			*see clarifications	
2021	Lebanon	1L2	88.57	Miles			*see clarifications	
2021	Charlestown	12L2	55.22	Miles			*see clarifications	
2021	Salem	13L1	29.06	Miles			*see clarifications	
2021	Salem	14L1	28.65	Miles			*see clarifications	
2021	Lebanon	16L2	3.72	Miles			*see clarifications	
2021	Rdsd SubTotal	-	234.87	Miles	\$ 1,971,645.13	\$ 8,666.82	\$	\$ 1,971,448.69
Off Road Distribution/Sub Transmission/ROW **								
2021	Lebanon	1L4 / 1L1*	7.41 x 2	Miles (Sideline)				
2021	Lebanon	1303/1304 (1363,1313,1333)	99.22	Acre (Floor)				
2021	OfRd SubTotal	-	-	-	\$ 125,092.17	\$ 3,347.04	\$	\$ 2,096,737.30
					Total 2021			
Yr	District	Feeder	Length	Unit	Lump Sum Bid Price	A: Price per mile/acre (For monthly payments)	B: Price per mile (For adjustments: additional or reduced work)	
Roadside Distribution*								
2022	Lebanon	1L3	8.07	Miles			*see clarifications	
2022	Lebanon	6L4	0.96	Miles			*see clarifications	
2022	Lebanon	7L2	33.39	Miles			*see clarifications	
2022	Salem	19L8	16.28	Miles			*see clarifications	
2022	Salem	19L6	10.24	Miles			*see clarifications	
2022	Lebanon	11L2	5.41	Miles			*see clarifications	
2022	Charlestown	12L1	124.82	Miles			*see clarifications	
2022	Salem	18L4	3.47	Miles			*see clarifications	
2022	Rdsd SubTotal	-	202.65	Miles	\$ 1,638,058.38	\$ 6,848.08	\$	\$ 1,638,001.47
Off Road Distribution/Sub Transmission/ROW **								
2022	Lebanon	1L4 / 1L1*	88.40	Acre (Floor)				
2022	OfRd SubTotal	-	-	-				
					TOTAL 2022			\$ 1,703,323.86

Yr	District	Feeder	Length	Unit	Lump Sum Bid Price	A: Price per mile/acre (For monthly payments)	B: Price per mile (For adjustments: additional or reduced work)
Roadside Distribution*							
2023	Lebanon	1L1*	13.35	Miles			*see clarifications
2023	Lebanon	6L3	26.79	Miles			*see clarifications
2023	Salem	13L2	23.75	Miles			*see clarifications
2023	Salem	14L3	33.60	Miles			*see clarifications
2023	Salem	14L4	16.49	Miles			*see clarifications
2023	Monroe	15H1*	11.41	Miles			*see clarifications
2023	Lebanon	16L1	41.74	Miles			*see clarifications
2023	Lebanon	16L3	9.24	Miles			*see clarifications
2023	Lebanon	16L5	9.29	Miles			*see clarifications
2023	Salem	18L2	10.91	Miles			*see clarifications
2023	Salem	18L3	5.95	Miles			*see clarifications
2023	Lebanon	39L1	1.87	Miles			*see clarifications
2023	Charlestown	40L1	9.40	Miles			*see clarifications
2023	Rdspd SubTotal	-	213.79	Miles	\$ 1,662,195.19	\$ 7,657.85	
Off Road Distribution/Sub Transmission/ROW **							
2023	Monroe	15H1*	1.18 x 2	Miles (Sideline)			
2023	Monroe	15H1*	13.92	Acre (Floor)			
2023	Salem	2376W	1.02 x2	Miles (Sideline)			
2023	Salem	2376W	10.67	Acre (Floor)			
2023	OfRd SubTotal				\$ 31,544.99	\$ 4,464.77	
TOTAL 2023							
							\$ 1,693,740.18

Yr	District	Feeder	Length	Unit	Lump Sum Bid Price	A: Price per mile/acre (For monthly payments)	B: Price per mile (For adjustments: additional or reduced work)
Roadside Distribution*							
2024	Charlestown	40L3	28.76	Miles			*see clarifications
2024	Lebanon	6L2	4.00	Miles			*see clarifications
2024	Lebanon	7L1	78.29	Miles			*see clarifications
2024	Salem	9L1	10.40	Miles			*see clarifications
2024	Salem	9L2	1.36	Miles			*see clarifications
2024	Salem	9L3	15.33	Miles			*see clarifications
2024	Lebanon	11L1	14.67	Miles			*see clarifications

2024	Salem	14L2	35.43	Miles			*see clarifications	
2024	Lebanon	39L2	30.32	Miles			*see clarifications	
2024	Rdsd SubTotal	-	218.55	Miles	\$ 1,793,750.75	\$ 8,500.16	\$	\$ 1,793,555.78
Off Road Distribution/Sub Transmission/ROW **								
2024	Lebanon	1303/1304 (1363,1313,1333)	6.3 x 2	Miles (Sideline)				
2024	Salem	2352 (2393, 2353)**	3.15 X 2	Miles (Sideline)				
2024	Salem	2352 (2393, 2353)**	30.13	Acre (Floor)				
2024	Salem	2353**	0.28	Miles (Sideline)				
2024	Salem	2353**	1.72	Acre (Floor)				
2024	Salem	2376**	0.28	Miles (Sideline)				
2024	Salem	2376**	1.72	Acre (Floor)				
2024	Salem	2393**	0.89	Miles (Sideline)				
2024	Salem	2393**	6.57	Acre (Floor)				
2024	OfRd SubTotal				\$ 94,634.97	\$ 6,180.51	\$	
					TOTAL 2024			\$ 1,888,385.72

TOTAL 2021-2024	\$ 7,382,187.05
-----------------	-----------------

\$3,300,253.56	Total Roadside
\$ 96,810.47	Total Off Road
\$3,397,064.04	TOTAL 2021-2024

\$ 2,096,737.30	TOTAL 2021
\$ 1,703,323.86	TOTAL 2022
\$ 1,693,740.18	TOTAL 2023
\$ 1,888,385.72	TOTAL 2024
\$ 7,382,187.05	TOTAL 2021-2024

Attachment E: Purchase Order

MASTER SERVICE AGREEMENT

This Agreement ("Agreement"), effective **July 01, 2021**, by and between **Liberty Utilities (Granite State Electric) Corp.**, a **New Hampshire** corporation, ("Company") having its principal offices at **15 Buttrick Road, Londonderry, NH 03053**, and **The Davey Tree Expert Company**, an **Ohio** corporation, ("Contractor") having offices at **1500 North Mantua Street, Kent, Ohio 44240**. Company and Contractor may be referred to individually as a "Party" or collectively as "Parties" below.

NOW THEREFORE, in consideration of the mutual terms, conditions and covenants hereinafter set forth, the Parties covenant and agree as follows:

1. Master Agreement. This Agreement sets forth the terms and conditions that apply to all requests for services (the "Services") which Company will purchase from Contractor and all orders for goods (the "Goods") which Company may place with Contractor from time to time during the term of this Agreement. Any Services or Goods provided pursuant to this Agreement shall be specifically defined in separate purchase orders (the "Purchase Order"), substantially in the form attached hereto as **Exhibit A**. In the event Contractor supplies Goods in conjunction with any Purchase Order or otherwise, the terms and conditions of **Exhibit C** to this Agreement will apply to such purchase in addition to the terms and conditions contained herein. If only Services are supplied under this Agreement, Exhibit C will be of no effect. Company and Contractor may enter into separate statements of work (each, a "Statement of Work" and periodically referred to herein as "Work"), substantially in the form attached hereto as **Exhibit B**, generally describing certain Services and Goods to be provided by Contractor under this Agreement. Statements of Work may include, but will not be limited to, pricing, schedule, specifications and Goods in accordance with a particular Statement of Work. Company may issue a Purchase Order referencing the appropriate Statement of Work, and such Purchase Order will describe the specific Services and Goods that the Parties mutually agree Contractor will provide to Company.

2. Standard of Performance. Contractor shall perform the Work in a good and workmanlike manner and in conformity with any and all applicable and customary industry standards and with Company's specifications. Contractor represents that it is competent and qualified by experience to perform the Work in accordance with the standards and specifications described herein. Any Work not conforming to the standards or specifications shall be re-performed or corrected by Contractor as soon as possible at Contractor's sole cost, or, at Company's election, Company may terminate this Agreement in accordance with Paragraph 16 below. Contractor shall be solely and exclusively responsible for the methods and means of performing the Work under this Agreement. Contractor shall be liable and responsible for any and all acts and omissions performed by any consultants, contractors and/or subcontractors retained by Contractor to perform any portion of the Work.

3. Term. This Agreement shall remain in effective until terminated pursuant to Paragraph 16 hereof.

4. Contract Documents. The following documents, including all attached schedules, appendices, exhibits or other attachments thereto, are incorporated by reference as if fully set forth herein, and are hereinafter referred to collectively and individually as the "Contract Documents" or the "Agreement", the order of precedence shall be as follows:

4.1 Change Order. At any time and for any reason either Party may submit

proposed changes or additions to or deletions from the Work covered by any Purchase Order, but no such changes, additions, or deletions shall become effective or paid for by the Company unless authorized by the Company in advance in writing pursuant to a change order (each a "Change Order") executed by Company and Contractor. Neither this Agreement nor any Purchase Order may be altered, changed or amended, except by Change Order or another instrument in writing, executed by the Company and Contractor

4.2 Purchase Order. Each Purchase Order, Statement of Work, or Project Agreement, will include or reference a complete and full description of the Services to be performed, documentation of other materials to be produced, the schedule for completion of each of the foregoing, the applicable charges, and such additional information as the Parties shall agree upon (collectively, the "Deliverables").

4.3 Contractor Rate Sheets. Contractor rate sheets may be updated annually, and not more frequent. Contractor shall submit to Company for review on or around November 30 of the year prior to going into effect. The rates shall only be binding upon approval from Contractor and Company.

4.4 Agreement. This Master Service Agreement.

5. Price and Payment. Payment to Contractor shall be based on Time and Expense, Not-To-Exceed value, or other mutually agreed upon pricing arrangement set forth in the applicable Purchase Order. With respect to Purchase Orders issued on lump-sum basis, the lump sum payments shall be the only payment Contractor shall receive for the performance of the Work. With respect to Purchase Orders including a not-to-exceed value, then Contractor shall use best efforts to complete the Work for less than the not-to-exceed value; provided further, Company shall not be responsible for any cost in excess of the not-to-exceed value, unless authorized by Company in writing by a Change Order. With respect to Purchase Orders issued on a cost-reimbursement basis, Contractor will use commercially reasonable efforts to perform such Work in the most efficient manner possible in compliance with the specifications in the applicable Purchase Order, the terms hereof, and the not-to-exceed amount, if any, stated in such Purchase Order. In no event shall charges exceed Contractor's applicable agreed upon rates. The cost of the work shall be calculated in accordance with Paragraph 6.

Unless another payment schedule is specified in the Statement of Work or on the Purchase Order, Contractor shall submit all invoices to Company within ten (10) days of completion of all Work hereunder. Company shall pay the undisputed amount of the invoice within sixty (60) days of receipt of the invoice and completion of the Work to Company's reasonable satisfaction. Company shall not be responsible for payment of any invoice or portion of any invoice that Company in good faith disputes, until such time as the dispute is resolved. All invoices must reference the Purchase Order, project, or appropriate Company contact person.

6. Cost of the Work. The Cost of the Work means the sum of all costs necessarily incurred and paid by Contractor in the proper performance of the Work. All Costs of the Work shall be supported by reasonable documentation demonstrating the actual costs incurred and the necessity of incurring such cost. Except as otherwise may be agreed to in writing by Company, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized within Paragraph 6.2 below.

6.1 Time, Equipment and Materials Costs. The Cost of the Work may include:

a. Costs for employees in the direct employ of Contractor in the performance of the Work under the schedules of job classifications agreed upon by Company and Contractor shall be the rates included in this Agreement as – Rates for Time and Material Work, or as otherwise agreed within the Purchase Order.

b. Cost of all equipment and materials furnished and incorporated in the Work including costs of transportation and storage and suppliers' field services required in connection therewith.

c. Payments made by Contractor to subcontractors for Work performed by subcontractors. If required by Company and the subcontract value is greater \$50,000. If a subcontract provides that the subcontractor is to be paid on the basis of Cost of the Work plus a fee, the subcontractor's Cost of the Work shall be determined in the same manner as Contractor's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents as applicable.

d. Payments made by Contractor to engineers and/or special consultants not employees of Contractor for professional design services (including, but not limited to, engineers, architects, testing laboratories, surveyors, attorneys, and accountants) retained for services specifically related to the Work.

e. Supplemental costs for Change Order Work may include the following:

1. The proportion of necessary and incremental transportation, travel and subsistence expenses of Contractor's employees incurred in discharge of duties to the extent connected with the Change Order Work.

2. Costs, including transportation and maintenance, of all materials, supplies, equipment, machinery, temporary facilities at the Project Site, and hand tools not owned by the workers specifically necessary or consumed in the performance of the Change Order Work.

3. Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others according to rental agreements approved by Company and the costs of transportation, loading, unloading, installation, dismantling, and removal thereof – all according to terms of said rental agreements. The rental of such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Change Order Work.

4. Sales, consumer, use, or similar taxes related to the Work and for which Contractor is liable, imposed by laws and regulations.

5. Cost of incremental premiums for additional bonds and/or insurance required because of the Change Order Work.

6.2 Exclusions from Cost of the Work. The Cost of the Work shall not include any of the following:

a. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, attorneys, auditors, accountants, timekeepers, and clerks whether at the Project Site or in Contractor's principal or branch office for

general administration of the Work and not specifically included in the agreed-upon schedule of job classifications referred to in Paragraph 6.1a or specifically covered by Paragraph 6.1.d, all of which are to be considered administrative costs covered by the Contractor's fee.

b. Expenses of Contractor's principal and branch offices other than Contractor's office at the Project Site.

c. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

d. Cost of premiums for all bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by Paragraph 6.1.e.5).

e. Costs due to the negligence of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including, but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to the property.

f. Other overhead, office supplies, computer and technology fees, or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 6.1.

6.3 Contractor's Fee. The Contractor's Fee allowed to Contractor for overhead and profit shall be determined as follows:

a. A mutually agreed fee or, in the event the Parties cannot agree upon a fee, Contractor's fee for overhead and profit on Change Orders priced by Paragraph 7 (whether additive or deductive) shall be ten percent (10%) of the Cost of the Change Order Work.

b. When both additions and credits are involved in any one change, the adjustment in Contractor's Fee shall be computed on the basis of the net change.

c. In no case shall the Contractor's Fee be applied to the Contractor's Fee of a subcontractor, the fee shall only be applied to the direct costs incurred.

d. Sales, consumer, use, or similar taxes related to the Work and for which Contractor is liable shall not be included in the Cost of the Work subject to a Contractor's Fee.

6.4 Lump Sum Contract Price. The total amount agreed upon to be paid by Company for the full and faithful performance of all Work as defined within the Statement of Work, subject to additions and deductions by contract price adjustments as provided in Article 7.

7. Change Orders. A change in price or schedule for a Purchase Order or Work Order may only be changed by a written change order or a written amendment ("Change Order"). Any claim for an increase or decrease in the Price or schedule shall be based on written notice delivered by the Party making the claim to the other Party promptly (but in no event later than ten (10) days) after the claiming Party's knowledge of the occurrence of the event giving rise to the claim and stating the general nature of the claim.

7.1 The written notice shall include the amount of the claim with supporting data within the time specified above, unless an additional period of time to ascertain more accurate

data in support of the claim is necessary given the circumstances, and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. If the Parties cannot reach agreement on the claim, claims for adjustment shall be determined according to the dispute resolution procedures as specified within this Agreement. No claim for any Change Order or price adjustment will be valid if not first submitted according to this Article.

7.2 The value of any Work covered by a Change Order or of any claim for a price adjustment shall be determined in one of the following ways:

- a. By unit prices included in the Purchase Order or Statement of Work.
- b. By mutual acceptance of a lump sum or unit price. This shall apply in cases where unit prices do not exist for the work included.
- c. In the case the Parties cannot agree on the claim under a lump sum, on the basis of the Cost of the Work plus a Contractor's Fee for overhead and profit (determined as provided in Paragraph 6).

8. Sales and Use Taxes. Contractor shall, where applicable, separately list on its invoices all valid sales taxes on services provided hereunder. Prior to starting the Work and/or procurement of goods and services, Contractor shall obtain the necessary permits and licenses to remit sales, use, gross receipts and like taxes to the applicable taxing authority.

9. Independent Contractor. In performing the Work under this Agreement, Contractor is an independent contractor. This Agreement does not in any way create an employer/employee relationship between Company and Contractor. Contractor shall act at its own risk and expense in its fulfillment of the terms and obligations of this Agreement and agrees to employ and direct any persons performing any Work hereunder.

10. Company Ownership of Work Product. All Work product conceived, created, developed, made or acquired by Contractor, either individually or jointly with others that is deliverable within the Scope of Work shall be Company's sole and exclusive property. Notwithstanding the foregoing, Company has no rights in or to any pre-existing intellectual property ("IP") and/or any embedded IP in the deliverables and/or derivative IP separate and apart from the deliverables or for any use in any product not reasonably contemplated as an intended result of the Services or application of the deliverables.

11. Insurance. For the entire period of this Agreement, Contractor shall at all times maintain its certificate as a Company approved contractor in ISNetwork. **{OR}** Contractor shall maintain in effect at all times during performance of services as described in this Agreement, insurance coverage, requirements and limits set forth in **Exhibit D** attached to this Agreement. Such insurance coverage shall be provided by carrier(s) satisfactory to Company.

12. Indemnity. Contractor and its successors, assigns and guarantors, shall defend, indemnify and hold harmless Company and Company's agents, representatives, officers, directors, parents, subsidiaries, and affiliates from and against any and all liabilities, claims, direct damages, direct losses, costs, expenses (including but not limited to, reasonable attorney's fees, court costs and appellate proceedings), injuries, causes of action, or judgments caused by the negligent or willful acts or omissions of Contractor, its respective agents or employees, or any subcontractor, engineer, consultant or sub-contractors of Contractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and subcontractor employees, in the performance of the Work covered by

this Agreement. Contractor's indemnity, defense, and hold harmless obligations shall not extend to any claim or liability that is alleged to be caused by the negligence or willful misconduct of Company or other third party not controlled by Contractor; rather, such indemnification claims shall be administered based upon a determination of the proportional fault of each party. Contractor shall defend Company at Contractor's expense with legal counsel reasonably acceptable to Company, Company will provide reasonable cooperation, and Company will not unreasonably withhold consent to settle any claims for which Contractor is providing defense or indemnification. This Indemnity Clause extends to and includes all claims, just or unjust, based on a tort, strict liability, contract, lien, statute, stop notice, rule, safety regulation, ordinance or other affiliated relief or liability, and whether the injury complained of arises from any death, personal injury, sickness, disease, property damage (including loss of use), economic loss, patent infringement, copyright infringement, or otherwise, even if such claim may have been caused by Contractor as set forth above. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor and/or Project Manager or any subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnity clause shall apply solely to the extent that such liability claim, damage, loss or expense is caused by Contractor. This Paragraph 12 shall survive the completion of Contractor's applicable Services or Work for a period of two (2) years.

13. Safety. Contractor shall be responsible for project safety. Contractor shall be responsible for compliance with any and all federal, state, and local safety laws, ordinances, regulations and rules relating to performance of the Work. Contractor acknowledges and shall comply with Company's Contractor Safety Program attached as **Exhibit E**, including any and all updates or changes to such Safety Program. Contractor shall insure that any and all sub-contractors, consultants or other entities retained by Contractor to perform the work shall comply with Company's Contractor Safety Program.

13.1 ISNetworld. To the extent subscription or enrollment in ISNetworld is required for the Work under Company's Contractor Safety Program, contractor shall comply with such requirement for Contractor and any all sub-contractors, consultants or other entities retained by Contractor to perform the work.

13.2 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to prevent damage, injury or loss to:

- a. All employees, subcontractors and suppliers on the Work and other persons and organizations on the Site or who may be affected thereby;
- b. All the Work and materials and equipment to be incorporated in the Work, whether in storage on or off the project site; and
- c. Other property at the project site or adjacent to the project site including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation or replacement in the course of construction.

13.3 Contractor shall perform the Work consistent with practices, methods, standards and acts (including, but not limited to, those engaged in or approved by a significant portion of the electric utility industry for similarly situated facilities) which, in the exercise of the reasonable judgment of an experienced contractor and designer of similarly equipped facilities,

and in light of the facts known or which should have been known at the time the decision was made, would have been expected to accomplish the desired result in a manner consistent with, and in view of, the laws, this Agreement, the Contract Documents, adherence to applicable electric utility industry codes and standards, reliability, safety, protection of equipment, expedition and economy, and shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards for such safety and protection.

Contractor shall notify Company of adjacent property and of underground facilities and utility Company when prosecution of the Work may affect them. Contractor shall cooperate with all such Company of adjacent property and of underground facilities and utility Company in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property caused by Contractor, any subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable shall be remedied by Contractor (except damage or loss attributable to the fault of drawings or technical specifications or to the acts or omissions of Company or anyone employed by Company or anyone for whose acts Company may be liable and not caused by the fault or negligence of Contractor).

Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as care, custody and control of the Work is transferred to Company. Contractor shall designate a safety representative at the project site. Contractor shall promptly report to Company the occurrence of any recordable safety incident or significant near miss.

Despite anything in this Agreement to the contrary, Company has the right to stop the Work if Company reasonably deems it necessary for safety reasons.

14. Applicable Law/Venue. This Agreement shall be construed and governed by the laws of the State of **New Hampshire** without regard to the principles of conflicts of law. Contractor and Company hereby irrevocably submit to the jurisdiction of any state or federal court sitting in the State of **New Hampshire** in any action or proceeding arising out of or related to this Agreement, and agree that no Party shall seek removal or bring any such action or proceeding in any other Court.

15. Assignment. Contractor shall not assign or transfer this Agreement or its rights and obligations hereunder or subcontract the Work or any part thereof, without Company's prior written consent. Company may assign or transfer this Agreement and its rights and obligations hereunder at any time without the consent of Contractor.

16. Termination. Either Party may terminate this Agreement or any Purchase Order hereunder at any time for its sole convenience by giving the other Party at least thirty (30) days' prior written notice of such termination. In the event that Contractor is in material breach of this Agreement, Company shall provide written notice of the breach to Contractor, and Contractor shall cure the breach within seven (7) calendar days. In the event the breach is not cured to Company's reasonable satisfaction, Company may immediately terminate the Agreement. In the event of termination, Contractor shall be entitled to payment for Work performed up to the effective date of termination, less any reasonable cost to Company to re-perform or correct any non-standard or defective Work.

17. Permits and Licenses. Contractor shall secure, at its sole expense, all necessary permits and licenses necessary to the performance and completion of the Work and Contractor shall pay in connection therewith all valid and applicable fees, assessments, or taxes levied by units of government with jurisdiction.

18. General. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining terms and provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law. All exhibits and attachments to this Agreement are an integral part of this Agreement, as if fully set forth herein. In the event of any conflict between the terms of this Agreement and any exhibit or attachment hereto, the terms of this Agreement shall apply. This Agreement may be signed in multiple counterparts, which when taken together, shall constitute the original. A facsimile, electronic or PDF signature shall be fully binding upon the Company and Contractor to the same extent as an original signature.

19. Subcontracting. Contractor shall not subcontract the Work without the prior written consent of the Company. If subcontracting is permitted by the Company, then Contractor shall enter into agreements with such subcontractors to require them to perform Work and manufacture or deliver goods in accordance with all applicable laws and the terms of the Agreement (i) any subcontracted work that is done in a time and material method cannot pass through more than a ten percent (10%) markup in aggregate of all contractors. Contractor shall be liable for any acts or omissions of subcontractors as if the acts or omissions were those of persons directly employed by Contractor. Contractor agrees to incorporate the terms of the Agreement into all agreements with its subcontractors. No subcontract shall relieve Contractor from any of its obligations or liabilities under the Agreement. Contractor shall require that any permitted subcontractors maintain insurance that meets or exceeds the requirements set out in Paragraph 11. Presuming Contractor has been paid all sums due and owing under this Agreement, Contractor shall not permit any liens, mechanics' liens, mechanics' notices of intention, or the like to be filed against the Work by reason of labor, services, equipment or materials supplied or claimed to have been supplied to or on behalf of the Contractor or its subcontractor(s), as applicable. Contractor shall be fully responsible to Company for any and all acts and omissions of any Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

20. Continuation During Disputes. Pending resolution of any dispute under a Purchase Order, Contractor and Company shall proceed with the performance of its undisputed obligations consistent with its respective position in the dispute, including payment of undisputed amounts.

21. Force Majeure. No Party shall be liable to the other Party for any delay or failure in the performance of any of its obligations hereunder if and to the extent such delay or failure is a result of Force Majeure. The term "Force Majeure" means any act or event that (i) delays the affected Party's performance of its obligations in accordance with the terms of the Project Agreement or Purchase Order, (ii) is beyond the reasonable control of the affected Party and is not due to its fault or negligence, (iii) is not reasonably foreseeable, and (iv) could not have been prevented or avoided by the affected Party through the exercise of due diligence, including (to the extent consistent with the foregoing) any act of God, pandemics, any act or omission of any government authority, explosions, fire, riot, and war. Force Majeure shall not include: (a) economic hardship; (b) any labor strike, labor dispute, work stoppage, boycotts, walkouts and other labor difficulties or shortages resulting therefrom, except for nationwide strikes meeting all of the requirements specified in the definition of Force Majeure; (c) the inability to obtain labor, equipment or other materials or supplies for the Work; (d) changes in market conditions; (e) failure

to timely apply for permits or approvals; (f) any act or event to the extent resulting from the fault or negligence of any person claiming Force Majeure; or (g) the financial inability of any person to perform its obligations under the Project Agreement or Purchase Order. The protections afforded under this section shall be of no greater scope and no longer duration than is required by the Force Majeure. Notwithstanding this section, no Force Majeure shall relieve, suspend or otherwise excuse any Party from performing any obligation to make any payment owed to another Party or to indemnify, defend, or hold harmless another Party. Upon the occurrence of a Force Majeure (or as soon as reasonably practicable thereafter), the Party declaring the Force Majeure shall act to resume normal performance of the affected Project Agreement or Purchase Order and Work within the shortest time practicable, taking into account the consequences resulting from such event of Force Majeure.

22. Limitation of Liability. Except as expressly provided herein, neither Party shall be liable to the other for any incidental, indirect, special, punitive, or consequential damages, including loss of use, loss of power or loss of revenue. Company agrees to limit Contractor's liability to Company and to all persons having contractual relationships with Company to the insurance limits stated in the applicable ISNetworkworld certificate for this Agreement.

23. Attachments:

Exhibit A	Form of Purchase Order
Exhibit B	Form of Statement of Work
Exhibit C	Additional Terms Applicable to the Purchase of Goods
Exhibit D	Insurance Coverage Limits
Exhibit E	Company's Contractor Safety Program

IN WITNESS WHEREOF, this Agreement is effective on the day and year first above written.

COMPANY

Liberty Utilities (Granite State Electric) Corps.

By: Neil Proudman Digitally signed by Neil Proudman
Date: 2021.07.22 12:26:16 -04'00'

Name: _____

Title: _____

CONTRACTOR

The Davey Tree Expert Company

By: Brent R. Repenning DocuSigned by:
06EA8556B286432...

Name: Brent R. Repenning

Title: Executive Vice President

EXHIBIT A



Purchase Order

Page: 1 of 4

Empire District Electric Co

602 S. Joplin Avenue
Joplin MO 64801
United States

Dispatched		Electronic Document Exchange
Purchase Order	Date	Revision
PO001-0000157795	2018-09-28	
Payment Terms	Freight Terms	Ship Via
20 Days	Destination	Common
Buyer	Phone	Currency
Ginny Burrow		USD

Vendor: 0000000416

Stuart C. Irby Co.
12628 E Hwy 86
Neosho MO 64850
United States

Ship To: 2115 State Hwy 14 East

(Storeroom)
Ozark MO 65721
United States

Attention: See Detail Below

Bill To: P.O. Box 127
Joplin MO 64802
United States

Tax Exempt? N		Tax Exempt ID:		Replenishment Option: Standard		
Line- Sch	Item/Description	EDE Item #	Quantity	UOM	PO Price	Extended Amt Due Date

EXAMPLE

Unauthorized

11-15

INSTRUCTIONS TO VENDORS

1. **ALL COMMUNICATIONS PERTAINING TO THIS ORDER MUST BE DIRECTED TO THE PURCHASING DEPARTMENT.**
2. Provide an **ACKNOWLEDGMENT** giving shipping dates.
3. Mail itemized invoice for each complete or partial shipment to the attention of **ACCOUNTS PAYABLE**, PO Box 127, Joplin, MO 64802 or send email to accounts.payable@empiredistrict.com.
4. Payment of this purchase order will be by invoice **ONLY**. Discount and payment will be based on acceptable material from date received or date of invoice, whichever is later.
5. Sales tax is not included in gross price and will be paid in addition to the amount stated if applicable.
6. Invoices for transportation charges must be substantiated by original freight bill together with bill of lading.
7. All invoices, shipping papers, memoranda and packages must show the purchase order number.
8. Include packing slip with each shipment.
9. Partial of a line item will be accepted. If supplier splits shipment at their option, supplier assumes any freight difference.
10. This order is subject to and contingent upon the terms and conditions on the face side and below.

TERMS AND CONDITIONS

1. By accepting or filing this order or any part thereof, the seller agrees to and shall be bound by all of the terms and conditions as contained in this purchase order, regardless of whether the order is construed as an offer, acceptance, or confirmation. If construed as an acceptance or confirmation, such acceptance or confirmation is expressly conditioned on vendor's assent to any additional or different terms contained herein. None of the terms or conditions may be added to, modified, superseded or otherwise altered except by permission in writing from an authorized representative of the purchaser.
2. (a) It is a condition of this order, and by filing this order the Vendor will be deemed to have expressly warranted that all items furnished and delivered by Vendor hereunder will be free from claim of patent, copyright and trademark infringements and unfair competition. Vendor hereby covenants and agrees to indemnify, hold harmless and defend the Purchaser, its directors, officers, employees, stockholders, agents, and independent contractors, and each of them (the "Indemnified Parties"), from and against all liabilities, obligations, suits, actions, claims, demands, losses, damages, fines, penalties, amounts paid in settlement, assessments, judgments, indemnities, contributions, costs and expenses (including, without limitation, reasonable fees and expenses of counsel) imposed upon, incurred or asserted, instituted or recovered against any of the Indemnified Parties (regardless of whether or not same are groundless, false or fraudulent), arising out of, resulting from, or in any way connected with any alleged infringement of any patent, copyright or trademark in the items furnished by Vendor to Purchaser hereunder, or any alleged unfair competition, or resulting from the sale or use of such item by the Purchaser allegedly in violation of rights under such patent, copyright or trademark, or allegedly resulting in unfair competition.
 (b) In the event the items being sold to Purchaser hereunder are subject to any license, Vendor hereby grants to Purchaser a personal, nonexclusive, nontransferable right to use such license. Vendor hereby covenants and agrees to indemnify, hold harmless and defend the Purchaser, its directors, officers, employees, stockholders, agents, and independent contractors, and each of them (the "Indemnified Parties"), from and against all liabilities, obligations, suits, actions, claims, demands, losses, damages, fines, penalties, amounts paid in settlement, assessments, judgments, indemnities, contributions, costs and expenses (including, without limitation, reasonable fees and expenses of counsel) imposed upon, incurred or asserted, instituted or recovered against any of the Indemnified Parties (regardless of whether or not same are groundless, false or fraudulent), resulting from any alleged violation of any such license rights.
 (c) In the event any actual proceeding is brought against any Indemnified Party with respect to which indemnity may be sought under Paragraph 2 (a) and 2 (b) hereof, the Purchaser, upon written notice from the Indemnified Party, shall assume the investigation and defense thereof, including the employment of counsel, and assume the payment of all expenses relating to, with full power to litigate, compromise the settle the same; provided that the Indemnified Parties shall have the right to review and reasonably approve or disapprove any such compromise settlement. Each Indemnified Party shall have the right to employ separate counsel in any such action or proceeding and participate in the investigation and defense thereof and the Indemnified Party shall pay the reasonable fees and expenses of such separate counsel; provided, however, that unless such separate counsel is employed with approval of the Vendor, which approval shall not be unreasonably withheld, the Vendor shall not be required to pay the fees and expenses of such separate counsel.
3. (a) The items being delivered under this purchase order are subject to Purchaser's inspection, approval and rejection within a reasonable time after delivery. Purchaser hereby reserves its rights to revoke prior acceptance of the items being sold hereunder in accordance with the Missouri Uniform Commercial Code.
 (b) In the event the Purchaser's specifications are not met, the items may be returned by Purchaser to Vendor, at Vendor's expense, and Purchaser will have no further obligation under this agreement, but shall retain all other rights and legal remedies which it may possess.
4. Vendor hereby expressly warrants that the items delivered under this purchase order will be of the kind and quality described in the purchase order, will be in accordance with Purchaser's specifications, and will be free of all defects in workmanship or material. Vendor agrees that these warranties shall survive acceptance of the items.
5. Vendor agrees that all items being delivered under this purchase order shall be subject to all other warranties, expressed or implied, under the Missouri Uniform Commercial Code, including warranties of merchantability, fitness for a particular purpose and quality, and that such warranties are not disclaimed, limited or waived; Vendor further agrees that Purchaser shall have all rights and remedies available to Purchaser under the Missouri Uniform Commercial Code upon breach by Vendor of the above warranties.
6. If prices are higher than specified, do not ship until agreed to by the purchaser. If price omitted, it is agreed that the material shall be billed at the price last quoted or paid, or the prevailing market price whichever is lower. Seller also agrees that no prices billed hereunder will exceed those permitted by applicable governmental price regulations. No charges will be allowed for boxing, crating, drayage or storage without consent from this purchaser.
7. Invoices lacking terms will be considered net 30 days, unless otherwise shown on this order.
8. The purchaser reserves the right to cancel order if shipment is not made as promised. Order further subject to cancellation contingent upon strikes, fires, acts of God, government, carriers, and all other causes beyond purchaser's control.
9. C.O.D. shipments, unless authorized, will not be accepted.
10. This order is placed by the purchaser with the understanding, and the seller by its acceptance hereof agrees and warrants, that no Federal, State or other law has been violated in the manufacture or sale of the goods to be furnished hereunder, including, but not limited to, compliance with OSHA hazard communication regulations, material safety data sheets, EPA regulations and the furnishing of necessary data to buyer for its compliance with the Missouri "Toxic Substance in Workplace" statute. (V.A.M.S. Section 292.600, et seq.)
11. The rights and obligations of the purchaser and seller shall be governed by the laws of the state of Missouri.
12. The conditions of sales contracts and/or acknowledgments are not to supersede the instructions, terms and conditions of this purchase order.

THE EMPIRE DISTRICT ELECTRIC COMPANY:

To the extent applicable, the contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. In addition, pursuant to 41 CFR Part 60-1.7 and 41 CFR Part 60-2.1 (b)(2), the purchaser is notified that if the contract is for more \$50,000 or more, it must file a Standard Form 100 and, if it has 50 or more employees, it may be required to develop an Affirmative Action Plan. Vendors are expected to comply with the same regulations, which are incorporated herein by reference, to the extent applicable to this purchase order.

Unauthorized

EXHIBIT B

STATEMENT OF WORK
PURSUANT TO
MASTER SERVICE AGREEMENT
BY AND BETWEEN
LIBERTY UTILITIES (GRANITE STATE ELECTRIC) CORP. AND THE DAVEY EXPERT
TREE COMPANY

THIS STATEMENT OF WORK, dated July 01, 2021, by and between **Liberty Utilities (Granite State Electric) Corp.** (“COMPANY”) and The Davey Tree Expert Company. (“Contractor”) is subject to the terms and provisions of, and is made a part of, that certain **MASTER SERVICE AGREEMENT** (the “Agreement”), effective July 01, 2021, between Company and Contractor.

The Parties agree as follows:

A. Scope of Services

Contractor will perform vegetation management and/or line clearance work in association with storm/emergency response.

The scope of work to be performed is electric distribution emergency response services including, but not limited to, storms and localized catastrophic damage to Distribution facilities in the Owner’s New Hampshire Service Territory. Requests for such services will be made by Owners and/or its Affiliates with as much advance notification as possible, given the event circumstances and likelihood of impending requirement.

The Contractor is to provide all materials, equipment, apparatus, tools, labor, services, and facilities to perform all the Work and do all things necessary to safely complete the emergency electric distribution vegetation management and/or line clearance services as related to weather or natural disaster recovery work as assigned by authorized Owner representatives..

The Owner has categorized the projects or assignments that will be released under the awarded blanket contract as having a "High Safety Risk." Contractor shall provide for this “High Safety Risk” Work trained crews knowledgeable and skilled in identifying hazards associated with the Work in accordance with all applicable OSHA rules and regulations, using contractor-furnished personal protective equipment (PPE), enhanced fall protection measures, co-worker and self rescue, and communications systems appropriate to hazard avoidance.

Contractor is required to have a corporate Health and Safety Plan (HASP) for this Work. Upon execution of this Agreement, Contractor shall submit, in accordance with Article 7 of this Agreement (“Notices”), a copy of the HASP for review and follow-up consultation (if appropriate) by Owner’s Safety Department.

Once arriving at the designated Owner’s Work facility (staging site), Contractor is to participate in a storm briefing and orientation meeting with the Owner.

Crews are to hold daily on-site ‘tailboard’ safety meetings. These meetings are to be held, and attended by all crew members and the Owner’s Representative, if present, prior to beginning work each day, and before moving to each new assignment, if any, on a given day. These briefings are to cover the work plan, including, but not limited to, comprehensive hazard recognition and mitigation, equipment calibration and certification reviews, issues from prior documented job briefs, and situational-dependent consideration of climate, weather, road conditions, rural or urban influences, insects, poisonous plants, and affiliated crew member performance and crew integrity.

Service Territories: - We have 3 major operating areas within the Liberty Utilities (Granite State Electric) Corp. territory. Communities serviced in each of the areas include:

- A) **Salem Area:** Includes Salem, Windham, Derry (Rockingham County), and Pelham (Hillsborough County)
- B) **Charlestown Area:** Includes Charlestown, Acworth, Langdon (Sullivan County), and Marlow, Alstead, Surry, Walpole (Cheshire County)
- C) **Lebanon Area:** Includes Lebanon, Enfield, Hanover, Canaan, Orange, Grafton, Lyme, Bath, Monroe (Grafton County), and Plainfield, Cornish (Sullivan County)

1. **Right of First Refusal/ Owner’s Right of Release** – Liberty Utilities (Granite State Electric) Corp. reserves the right of first refusal on standby and assigned crews with the right to keep crew(s) engaged during the event and the ability to release the crew(s) at GSE’s discretion.
2. **Daily Meal Allowance** – Liberty Utilities (Granite State Electric) Corp. will cover daily meal allowances for two (2) meals per day up to \$25 per meal per authorized individual at one of several designated eating establishments within each of the three areas. Each individual will be required to sign a crew sheet at the chosen designated restaurant prior to leaving that establishment.
3. **Hotel Fee/Designated Hotels** – Liberty Utilities (Granite State Electric) Corp. will pay the hotel fee at designated hotels within each of the service areas. Individuals will be assigned to a designated hotel and listed on crew sheets provided to the hotel. Generally, two (2) persons will be assigned to a room.
4. **ISN** – please advise if you are already an ISNetworld member. Contractor is not required, for the purposes of this Agreement only, to participate in the ISNetworld safety recordation program administered for Owner.
5. **Safety** - Contractor shall comply with all applicable safety requirements of the United States Occupational Safety and Health Administration (OSHA), and other Federal, state, and local laws or ordinances and permits, unless superseded by Owner procedures. Contractor must provide trained work crews knowledgeable of OSHA rules and electrical hazards outfitted with contractor supplied personal protection equipment, enhanced fall

protection measures, co-worker and self-rescue and communication systems to hazard avoidance. Contractor is required to have a Corporate Health and Safety plan and conduct daily crew briefings with employees on potential hazards they may encounter as part of their duties.

6. **Work Authorization Form** - Time allowing, Work shall be authorized only upon receipt of a signed Work Authorization Form (WAF). The Work Authorization Form shall identify the Company for which the Work shall be performed and that Company shall be the "Owner," for purposes of this Agreement and of such Work. It is recognized by the parties to the Agreement that there may be times when urgent Work is done prior to the execution of a relevant Work Authorization Form. At such times, the parties agree to be bound to the terms and conditions contained in the Agreement, and further agree to sign within twelve (12) hours of completion of such Work, a relevant Work Authorization Form or other form ("alternative directive") of written Work assignment issued by the Owner's field representative. Contractor Employees will be required to submit a signed Work Authorization Form requiring approval from the Owner representative. All Work Authorization forms associated with Emergency Work are to be submitted to Granite State Electric Company c/o Liberty Utilities 15 Buttrick Road, Londonderry, NH 03053 Attn: Accounts Payable. Each invoice will reference the Purchase Order associated with Emergency Storm work.

The Contractor agrees that there is no obligation to award any Work or any specific quantity of Work to the Contractor.

The Owner requires that the Purchase Order(s) associated with this Agreement, which enable payment for invoices, only be used for emergency Work. If Contractor has other contracts, and associated purchase orders with the Owner for other non-emergency work, the Contractor shall not co-mingle work or invoicing, unless the Owner provides prior written instructions to authorize or limit said other scheduled work be paid under this emergency Agreement. .

7. **Fuel** - Fuel purchases are to be reimbursed at cost. Receipts with documentation will be required to be submitted in order to facilitate reimbursement.
8. **Background Check Requirements** – The following Background Check requirements must be adhered to for all contracted workers performing vegetation management/line clearance storm/emergency work:



Background Check
Requirements.pdf

B. Compensation

The Company agrees to pay Contractor according to the rates listed in Exhibit A and shall be updated annually.

Northern Unionized Labor Rates

5. **Hourly Rates.** Unless other rates are agreed to in a writing identified as an amendment to this Agreement and signed by both parties, Customer agrees to pay for Davey's services at the following hourly rates:

Personnel	ST Rate	OT Rate	DT Rate
Grounds Person			
Tree Trimmer			
Crew Foreman			
Supervisor			
On-Site Safety Coordinator			
Mobile Mechanic			
Equipment	Hourly Rate		
Aerial Lift Under 60' – 2WD			
Aerial Lift Under 60' – 4WD			
Aerial Lift Over 60'			
Manual Crew Truck			
Pickup Truck			
Disc Chipper			

The ST Rate shall apply for all hours worked under eight (8) hours per day, Monday through Friday. The OT Rate shall apply for all hours worked in excess of eight (8) hours per day and Saturdays. The DT Rate shall apply for all hours worked on Sundays or established holidays. In the event of a mid-week call out, OT hours will start once the employee has accumulated forty (40) ST hours for the week.

6. **Calculation of Hours and Minimum Charge.** Customer understands that Davey personnel and equipment may work at the Job Site for twelve (12) to sixteen (16) hours per day. Customer agrees to pay for all Davey personnel and equipment time at the Job Site. Customer agrees to pay a minimum charge of twelve (12) hours each day for each Davey employee and piece of equipment at the Job Site.

7. **Travel Time.** Customer agrees to pay for all time incurred by Davey personnel, at the hourly rates set forth above, to travel to and from the Job Site, transport or dispose of waste from the Job Site, or acquire materials or supplies necessary to complete the Scope of Work at the Job Site. Customer understands that Davey personnel may travel from out of state to respond to an emergency or storm clean-up situation, and Customer agrees to pay for such out-of-state personnel, at the hourly rates set forth above, to travel from their home area to the Job Site and to return to their home area. Customer further agrees to pay the following rates per mile for the relocation of Davey equipment to the Job Site and return of Davey equipment to its place of origin at the following rates per mile:

Equipment	Rate Per Mile
Aerial Lift Under 60'	
Aerial Lift Over 60'	
Manual Crew Truck	
Pickup Truck	

8. **Costs.** Customer agrees to pay all costs necessary to complete the Scope of Work at the Job Site, including, but not limited to, all costs to acquire necessary equipment, materials, supplies, and services.

Northern Non-Union Labor Rates

5. **Hourly Rates.** Unless other rates are agreed to in a writing identified as an amendment to this Agreement and signed by both parties, Customer agrees to pay for Davey's services at the following hourly rates:

Personnel	ST Rate	OT Rate	DT Rate
Grounds Person			
Tree Trimmer			
Crew Foreman			
Supervisor			
On-Site Safety Coordinator			
Mobile Mechanic			
Equipment	Hourly Rate		
Aerial Lift Under 60' - 2WD			
Aerial Lift Under 60' - 4WD			
Aerial Lift Over 60'			
Manual Crew Truck			
Pickup Truck			
Disc Chipper			

The ST Rate shall apply for all hours worked under eight (8) hours per day, Monday through Friday. The OT Rate shall apply for all hours worked in excess of eight (8) hours per day and Saturdays. The DT Rate shall apply for all hours worked on Sundays or established holidays. In the event of a mid-week call out, OT hours will start once the employee has accumulated forty (40) ST hours for the week.

6. **Calculation of Hours and Minimum Charge.** Customer understands that Davey personnel and equipment may work at the Job Site for twelve (12) to sixteen (16) hours per day. Customer agrees to pay for all Davey personnel and equipment time at the Job Site. Customer agrees to pay a minimum charge of twelve (12) hours each day for each Davey employee and piece of equipment at the Job Site.

7. **Travel Time.** Customer agrees to pay for all time incurred by Davey personnel, at the hourly rates set forth above, to travel to and from the Job Site, transport or dispose of waste from the Job Site, or acquire materials or supplies necessary to complete the Scope of Work at the Job Site. Customer understands that Davey personnel may travel from out of state to respond to an emergency or storm clean-up situation, and Customer agrees to pay for such out-of-state personnel, at the hourly rates set forth above, to travel from their home area to the Job Site and to return to their home area. Customer further agrees to pay the following rates per mile for the relocation of Davey equipment to the Job Site and return of Davey equipment to its place of origin at the following rates per mile:

Equipment	Rate Per Mile
Aerial Lift Under 60'	
Aerial Lift Over 60'	
Manual Crew Truck	
Pickup Truck	

8. **Costs.** Customer agrees to pay all costs necessary to complete the Scope of Work at the Job Site, including, but not limited to, all costs to acquire necessary equipment, materials, supplies, and services.

The prices included in this Price shall include provisions for the payment of all monies which will be payable by the Contractor in connection with the construction of the Project on account of taxes imposed by any taxing authority upon the sale, purchase or use of the materials, supplies and equipment, or services or labor of installation thereof, to be incorporated in the Project.

C. Delivery or Work Schedule

The schedule shall be as follows: [N/A – to be determined at time of event]

D. Delivery or Work Location

The services will be performed at [N/A – to be determined at time of event]

E. Invoicing Instructions

Contractor will invoice Company as indicated on any Purchase Order referencing this Statement of Work. Contractor will submit invoices in accordance with the Agreement, unless other terms are specifically set forth here: All billing and work flow shall be performed within Name Billing System.

Invoices will reference the applicable Purchase Order number and be distributed as indicated in such Purchase Order.

F. Term of Statement of Work

The term of this Statement of Work begins on July 01, 2021.

G. Legal Terms and Conditions

The legal terms and conditions governing this Statement of Work are contained in the Agreement between the Parties. In order to be effective, any modifications, additions, or deletions to the legal terms and conditions applicable to this Statement of Work must be specifically set forth here:

In the event of any conflict between the legal terms and conditions set forth here and the legal terms and conditions contained in the Agreement, the legal terms and conditions set forth here will control only for work performed under this Statement of Work.

H. Entire Agreement

This Statement of Work, any Purchase Order issued by Company referencing this Statement of Work and the Agreement constitute the entire agreement between Company and Contractor with respect to the subject matter of this Statement of Work, and this Statement of Work may not be amended or modified except by a written document signed by both Parties and made in accordance with the Agreement.

I. Contractor's Representations and Responsibilities

Contractor represents and warrants that it has examined and carefully studied the Drawings and Technical Specifications and other related data identified in the Bid Documents, considered the existing visible, known and disclosed conditions at the Site and taken into account these conditions with respect to completing the Work on time and in accordance with all terms and conditions under this Agreement.

Contractor has visited the Site and become familiar with and is satisfied as to the general visible, known and disclosed Site conditions (including the visible, known and disclosed existing physical and operational conditions) that may affect cost, progress, performance and furnishing of the Work.

Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

J. Change Orders

The Compensation Price may only be changed by a Change Order. Any claim for an increase or

decrease in the Price shall be based on written notice delivered by the Party making the claim to the other Party promptly (but in no event later than fifteen (15) Days after the claiming Party's knowledge of the occurrence of the event giving rise to the claim and stating the general nature of the claim.

Notice shall include the amount of the claim with supporting data within the time specified above, unless an additional period of time to ascertain more accurate data in support of the claim is necessary given the circumstances, and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. If the Parties cannot reach agreement on the claim, claims for adjustment in the Contract Price shall be determined according to the dispute resolution procedures specified in Article 13.1 of the Independent Contractors Agreement. No claim for an adjustment in the Contract Price will be valid if not first submitted according to this Paragraph J.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

- I. By unit prices included in the Proposal.
- II. By mutual acceptance of a lump sum or unit price. This shall apply in cases where unit prices do not exist for the work included.
- III. In the case the Parties cannot agree on the claim under a lump sum, on the basis of the actual cost of the work plus a Contractor's Fee of 10% for overhead and profit. Cost of the work shall be based upon approved rate sheets and direct expenses incurred.

K. Contractor's Fee

The Contractor's Fee (10%) allowed to Contractor for overhead and profit shall be determined as follows:

- I. When both additions and credits are involved in any one change, the adjustment in Contractor's Fee shall be computed on the basis of the net change.
- II. In no case shall the Contractor's Fee be applied to the Contractor's Fee of a Subcontractor, the fee shall only be applied to the direct costs incurred.
- III. Sales, consumer, use, or similar taxes related to the Work and for which Contractor is liable shall not be included in the Cost of the Work subject to a Contractor's Fee.

COMPANY

Liberty Utilities (Granite State Electric) Corps.

By: Neil Proudman Digitally signed by Neil Proudman
Date: 2021.07.22 12:26:42 -04'00'

Name: _____

Title: _____

CONTRACTOR

The Davey Tree Expert Company

By: Brent R. Repenning DocuSigned by:
06EA8556B286432...

Name: Brent R. Repenning

Title: Executive Vice President

EXHIBIT C

ADDITIONAL TERMS APPLICABLE TO THE PURCHASE OF GOODS

1. **Application.** The Provisions of this Exhibit are applicable only if Goods (including, but not limited to, materials and equipment) are being supplied under the Agreement.
2. **Goods.** Supplier agrees to sell, deliver and install all Goods described in any Purchase Order to this Agreement.
3. **Price.** The price for the Goods is as stated in any Purchase Order hereto and shall be paid to Contractor pursuant to the terms and conditions of the Agreement.
4. **Delivery and Installation.** Time is of the essence to this Agreement. The Goods shall be delivered, installed and in good working order on or before the installation date specified in the Purchase Order.
5. **Risk of Loss.** The risk of loss from any casualty to the Goods, regardless of the cause, shall be on Contractor until the Goods have been accepted by Company.
6. **Title.** Contractor warrants that the Goods at the time of delivery shall be free from any security interest or other lien or encumbrance, and that Contractor has complete and good title to the Goods.
7. **Warranty on Goods and Materials.** Contractor warrants that the Goods and any materials will be (a) newly manufactured, unless expressly agreed to otherwise in a writing signed by both Parties, (b) conform to the specifications in the Purchase Order or Statement of Work, (c) be free from defects and all liens, security interests, claims and encumbrances, and (d) be merchantable and fit for their intended purpose. For a period of one (1) year after Company's acceptance of the Goods or materials, Contractor will repair or replace any defective Goods or materials at its expense after Company's notice to Contractor. Any Goods or materials that are repaired or replaced hereunder shall have a one (1) year warranty from the date of repair or replacement. If Contractor fails to promptly repair or replace a defect, Company may cause the defect to be corrected at the expense of Contractor. If Contractor is not the manufacturer of the Goods, Contractor will pass through to Company any additional manufacturer warranties, and at the request of Company, make warranty claims against the manufacturer on Company's behalf.

If a defect exists in the Goods or materials that was not and normally would not be revealed, discovered or located before the end of a warranty period by any reasonably careful inspection (hereinafter "Latent Defect"), Company will promptly notify Contractor when such Latent Defect becomes apparent and Contractor shall repair or replace the Goods or materials at its expense.

8. **Freight.** Unless otherwise provided in a Purchase Order, the delivery of all the Goods shall be as specified by Company, FOB destination, freight collect.

EXHIBIT D**Insurance Coverage Limits**

Without in any way limiting Contractor's liability, the Contractor shall maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage:

COVERAGE**LIMITS / AMOUNTS**

- | | |
|---|--------------|
| 1. Worker's Compensation and Employers' Liability: | |
| Workers' Compensation | Statutory |
| Employers' Liability: | |
| Each Accident | \$ 1,000,000 |
| Disease-Policy Limit | \$ 1,000,000 |
| Disease-Each Employee | \$ 1,000,000 |
| 2. Comprehensive General Liability Insurance-Occurrence Form | |
| General Aggregate | \$ 2,000,000 |
| Products-completed Operations Aggregate | \$ 1,000,000 |
| Broad Form Property Damage including Completed Operations | \$ 1,000,000 |
| Personal and Advertising Injury | \$ 1,000,000 |
| Each Occurrence | \$ 1,000,000 |
| 3. Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles | |
| Combined Single Limit Per Accident | \$ 1,000,000 |
| For bodily Injury and Property Damage | |
| 4. Commercial Excess or Umbrella Liability | |
| Each Occurrence | \$ 4,000,000 |
| Aggregate | \$ 4,000,000 |
| 5. Performance Bond – The contractor shall be required to furnish non-revocable security binding the contractor to provide faithful performance of the contract in the amount of 100% of the total contract price payable to Company. Performance security shall be in the form of a performance bond, certified check or cashier's check. This security must be in the possession of the Company by the due date and time cited for this solicitation. | |
| 6. Payment Bond – The contractor shall be required to furnish non-revocable security for the protection for all persons supplying labor and materials to the contractor or any subcontractor for the performance of any work related to the contract. Payment Security shall be in the amount of 100% of the total contract price payable to Company. | |
| 7. Builder's Risk Insurance or Installation Floater, as appropriate Estimated Full Replacement Written on an "all-risk" basis Value of the Project Any One Occurrence | |
| 8. Commercial General Liability Insurance, Automobile Liability Insurance and Builder's Risk Insurance policies shall be endorsed to provide the following: | |

- a. Named as additional insured: the Company and the Company's officers, agents, employees and volunteers.
 - b. That such policies are primary insurance to any other insurance available to the additional insured's, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
9. Professional Liability (E&O) Insurance - If contractor is providing any professional services, the contractor must obtain professional liability insurance coverage for errors, acts or omissions arising out the scope of services performed under this agreement:

\$2,000,000 Combined Single Limit Each Occurrence (Minimum)
10. All policies shall be endorsed to provide: Thirty (30) days advance written notice of cancellation and non-renewal of coverage, mailed to the Company.
11. Certificates of insurance, in form and with insurers satisfactory to the Company, evidencing all coverages above, shall be furnished before commencing services under this contract.
12. This Agreement shall terminate immediately upon any lapse of required insurance coverage.

EXHIBIT E
COMPANY'S CONTRACTOR SAFETY PROGRAM



Contractor Safety
Requirement.pdf



Purchase Order

Page 1
 Purchase Order No. P0000018886
 Revision # 0
 Date 8/6/2021

Liberty Energy Utilities (New Hampshire) Corp.

Bill to: nhaccounting@libertyutilities.com
 Accounts Payable
 15 Buttrick Rd, Londonderry NH 03053

Ship To: Liberty Utilities NH
 15 BUTTRICK RD
 LONDONDERRY NH 03053

DAVEY TREE EXPERT COMPANY
 1500 NORTH MANTUA STREET
 P O BOX 5193
 KENT OH 44240-5193

Attn: HEATHER GREEN

Buyer: Dana Rogers
 Phone: 603-216-3551
 Email: Dana.Rogers@libertyutilities.com

Payment Terms		FOB		Ship Via	
NET 30		Origin		BEST WAY	

L/N	LU Item Number	Item Description	UOM	QTY	Req. Date	Unit Price	CUR	Ext. Price																																						
1	2021 CYCLE TRIM	PLANNED CYCLE TRIM SPEND FOR 2021 CIRCUIT TRIMMING FOR BALANCE OF CY2021 DAVEY PLANS TO COMPLETE BETWEEN 30-50 MILES REMAINING OF THE 2021 CIRCUITS Name of Company: The Davey Tree Expert Company Liberty Utilities Unit Price Bid Sheet: CY2021 Circuits <table border="1"> <thead> <tr> <th>Yr</th> <th>District</th> <th>Feeder</th> <th>Length</th> <th>Unit</th> <th>Lump Sum Bid Price</th> </tr> </thead> <tbody> <tr> <td colspan="6">Roadside Distribution*</td> </tr> <tr> <td>2021</td> <td>Charlestown</td> <td>12L2</td> <td>55.22</td> <td>Miles</td> <td rowspan="4"></td> </tr> <tr> <td>2021</td> <td>Salem</td> <td>13L1</td> <td>29.06</td> <td>Miles</td> </tr> <tr> <td>2021</td> <td>Salem</td> <td>14L1</td> <td>28.65</td> <td>Miles</td> </tr> <tr> <td>2021</td> <td>Lebanon</td> <td>16L2</td> <td>3.72</td> <td>Miles</td> </tr> <tr> <td>2021</td> <td>Rdsd SubTotal</td> <td>-</td> <td>116.65</td> <td>Miles</td> <td>\$1,048,368</td> </tr> </tbody> </table>	Yr	District	Feeder	Length	Unit	Lump Sum Bid Price	Roadside Distribution*						2021	Charlestown	12L2	55.22	Miles		2021	Salem	13L1	29.06	Miles	2021	Salem	14L1	28.65	Miles	2021	Lebanon	16L2	3.72	Miles	2021	Rdsd SubTotal	-	116.65	Miles	\$1,048,368					
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2	2021 HAZARD/TREE REMOVAL	BUDGETED SPEND FOR 2021 HAZARD TREE REMOVAL <table border="1"> <thead> <tr> <th></th> <th></th> <th><u>Straight Time</u></th> <th><u>Over-Time</u></th> <th><u>Double Time</u></th> </tr> </thead> <tbody> <tr> <td colspan="5">Hourly Labor Costs</td> </tr> <tr> <td>Supervisor (Storm)</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Work Planner</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Foreman</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Trimmer</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Groundman</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Flagger</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>			<u>Straight Time</u>	<u>Over-Time</u>	<u>Double Time</u>	Hourly Labor Costs					Supervisor (Storm)					Work Planner					Foreman					Trimmer					Groundman					Flagger								
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Purchase Order

Page 2
 Purchase Order No. P0000018886
 Revision # 0
 Date 8/6/2021

			<u>Hourly Equipment Costs (a)</u> <table><tr><td>Two Wheel Drive Aerial Truck</td><td></td></tr><tr><td>Two Wheel Drive Aerial Truck (65')</td><td></td></tr><tr><td>Four Wheel Drive Aerial Truck</td><td></td></tr><tr><td>Customer Service Aerial (35')</td><td></td></tr><tr><td>Tractor with Mower</td><td></td></tr><tr><td>Standard Utility Dump</td><td></td></tr><tr><td>Drum Chipper</td><td></td></tr><tr><td>Disc Chipper</td><td></td></tr><tr><td>Extra Chainsaw - Small</td><td></td></tr><tr><td>Extra Chainsaw - Large</td><td></td></tr><tr><td>Backpack Sprayer</td><td></td></tr><tr><td>4x4 Pickup</td><td></td></tr><tr><td>6x6 ATV</td><td></td></tr><tr><td>Skidder</td><td></td></tr><tr><td>Log Loader</td><td></td></tr></table>					Two Wheel Drive Aerial Truck		Two Wheel Drive Aerial Truck (65')		Four Wheel Drive Aerial Truck		Customer Service Aerial (35')		Tractor with Mower		Standard Utility Dump		Drum Chipper		Disc Chipper		Extra Chainsaw - Small		Extra Chainsaw - Large		Backpack Sprayer		4x4 Pickup		6x6 ATV		Skidder		Log Loader																	
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3	T&M		BUDGETED SPEND FOR HOURLY T&M WORK <u>Unit Price Schedule (Per Tree)</u> <table><tr><th colspan="5">Removals</th></tr><tr><th>Diameter Class</th><th>(M) Maintained Roadside</th><th>(R) Unmaintained Roadside</th><th>(UM) Unmaintained Off Road/ ROW</th><th>Limb Lead</th></tr><tr><th>(DBH)</th><th></th><th></th><th></th><th></th></tr><tr><th></th><th>(Lump Sum)</th><th>(Lump Sum)</th><th>(Lump Sum)</th><th>(Lump Sum)</th></tr><tr><td>5"-8"</td><td></td><td></td><td></td><td></td></tr><tr><td>9-12"</td><td></td><td></td><td></td><td></td></tr><tr><td>13-18"</td><td></td><td></td><td></td><td></td></tr><tr><td>19-24"</td><td></td><td></td><td></td><td></td></tr><tr><td>25+ "</td><td>T&M</td><td>T&M</td><td>T&M</td><td>T&M</td></tr></table>						Removals					Diameter Class	(M) Maintained Roadside	(R) Unmaintained Roadside	(UM) Unmaintained Off Road/ ROW	Limb Lead	(DBH)						(Lump Sum)	(Lump Sum)	(Lump Sum)	(Lump Sum)	5"-8"					9-12"					13-18"					19-24"					25+ "	T&M	T&M	T&M	T&M
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			LOT	100,000.00	8/6/2021	US\$1.00	USD	US\$100,000.00																																													
4	CONTINGENT		20% CONTINGENT FOR MUTUALLY-AGREED UPON CHANGE ORDERS																																																		
			LOT	175,816.00	8/6/2021	US\$1.00	USD	US\$175,816.00																																													

Special Instructions:
 PROVIDE NECESSARY LABOR, MATERIALS, AND EQUIPMENT TO PERFORM VEGETATION MANAGEMENT SERVICES TO INCLUDE BUT NOT LIMITED TO CYCLE TRIM AND HAZARD TREE REMOVAL FOR THE LIBERTY 2021 CYCLE TRIM CIRCUITS PER THE REQUIREMENTS SET FORTH IN RFP# LUGSE-8830VMCT-2014 AND THE CURRENT MASTER SERVICES AGREEMENT IN PLACE BETWEEN LIBERTY AND DAVEY.

Subtotal	US\$900,000.00
Trade Discount	US\$0.00
Freight	US\$0.00
Miscellaneous	US\$0.00
Tax	US\$0.00
Total	US\$900,000.00

Neil Proudman

Digitally signed by Neil Proudman

Date: 2021.08.10 14:55:16 -04'00'

Authorized Signature

Links to the policy that all suppliers are to adhere to are listed below:

Supplier Code of Conduct: <http://investors.algonquinpower.com/Cache/1500116881.PDF?O=PDF&T=&Y=&D=&FID=1500116881&iid=4142273>



Purchase Order

Page 3
 Purchase Order No. P0000018886
 Revision # 0
 Date 8/6/2021

TERMS AND CONDITIONS

1. **Purchase Order, Acceptance and the PO Agreement:** These terms and condition apply to the sale and delivery of any goods set out on the attached or referenced PO form ("Goods"), to the performance of any work or services associated with such sale and delivery or set out on the PO form ("Work"), and to the supply of any product(s) resulting from work or services set out on the PO form (which supply could consist of delivery, assembly, manufacture or other mode of supply) ("Work Product"). The PO form, these terms and conditions and any other attachments referenced on the PO form together comprise the Purchase Order. In case of conflict or inconsistency, the order of priority is: the PO form, these terms and conditions, the attachments. The earliest of Supplier's acknowledgment or signing of the PO form, Supplier's shipment of Goods under the Purchase Order or Supplier's commencement of Work under the Purchase Order constitutes Supplier's acceptance of the provisions of the Purchase Order. Once accepted, the Purchase Order becomes the whole agreement between the parties with respect to the subject matter hereof, and such agreement is called the "PO". For clarity, the effectiveness of the PO is not conditional on the making of a down payment or any other conditions, unless stated on the PO form. This PO may not be changed or waived, and no substitutions may be made, except by written agreement of authorized representatives of the parties. The Buyer may request change(s) to this PO, and Supplier agrees to promptly make and agree to any such PO change(s), provided: (i) Supplier has the resources to effect the change(s); and (ii) any resulting difference in price or time for performance is equitably adjusted. The PO number on the PO form shall not be repeated for other orders.
2. **Representations, Warranties and Standards:** Supplier represents that it has good and proper authority to enter into the PO. Supplier warrants that it will have good title to the Goods at the time of delivery and to the Work Product at the time of supply, free and clear of encumbrances except those previously disclosed to Buyer. Supplier agrees to comply with all applicable federal, state, provincial and local laws, rules and regulations applicable to Supplier's performance of its obligations under the PO. Without limiting the applicability of law, Supplier makes those of the following warranties that are appropriate for any Goods delivered or Work Product supplied or Work performed under the PO: (1) the Goods, Work Product and Work will conform to all specifications, standards, drawings, requirements and quotations communicated by Buyer and with applicable law; (2) the Goods and Work Product will be free from defects in design (except to the extent designed by Buyer), material and workmanship; (3) the Goods and Work Product will be fit for their intended purpose(s) as communicated by Buyer or as otherwise ought to be known by Supplier; (4) the Work will be performed, the Goods will be delivered and the Work Product will be supplied in a timely manner and in accordance with good industry standards and applicable law, regulations and codes; and (5) the sale, installation and use of any article in the Goods, the Work or the Work Product will not infringe any intellectual property right. If Supplier has obtained any manufacturer's warranty in respect of the Goods or Work Product or any item thereof, it shall use reasonable commercial efforts to assign such warranty to Buyer, but a failure to do so does not limit the warranties in this section. **If applicable, this contractor and subcontractor shall also abide by the requirements of 41 CFR § 60-300.5(a) and 41 CFR § 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.**
3. **Delivery, Title, Inspection, Acceptance:** Title and risk of loss pass to Buyer at the place of, and at the time immediately following, delivery or unloading at the "ship to site" (the "Site"). In respect of Work Product: (i) in the case of delivery or other supply from outside the Site, title and risk of loss pass at the same time and place as described for Goods; and (ii) in the case of assembly or manufacture or other supply at the Site, title and risk of loss pass at the time of payment therefor. In the case of delivery of Goods or Work Product, Supplier shall provide: (i) for insurance while the Goods or Work Product are in transit that is customary in the industry, adequate to cover full loss, and that names Buyer as an additional insured if reasonably requested by Buyer; (ii) adequate packing so that the items are not damaged during delivery and handling except in reasonably unforeseeable circumstances; (iii) such documentation with delivery as reasonably requested by Buyer. In the case of shipments into the United States or into Canada from a different country than the destination country, Supplier shall ensure that the shipment includes any documentation required (including certificates of origin and invoices), and shall take such other actions required, for customs clearance into the United States or Canada, as the case may be. If such actions require involvement of a customs broker or other agent, Supplier shall seek the approval of Buyer to such agent, which approval shall not be unreasonably withheld or delayed. If requested by Buyer, Supplier shall arrange for the issuance of a data report on the Goods or Work Product to be issued and signed by an independent authorized inspection agency. Buyer may at its own cost inspect the Goods, the performance of the Work and the Work Product, and a failure to inspect within a reasonable period of time shall not be considered acceptance. Such inspection may include attendance by Buyer or its representative at the Supplier's, manufacturer's or other persons' site on reasonable notice. Buyer may, with reason, by notice reject or advise of defects in the Goods or Work Product or performance of the Work. Notwithstanding any other provision, if title and risk of loss to Goods or Work Product that are rejected are held by Buyer at the time of rejection, title and risk of loss are deemed to pass back to Supplier at the time of notification of rejection. Buyer has no obligation to pay for rejected Goods or Work Product, and Supplier shall refund Buyer any payment it had received for such Goods or Work Product.
4. **Remedies:** In the case of a breach of warranty set out in section 2 or the provision of notice of rejection or defects from Buyer to Seller set out in section 3, Supplier shall, at the option of Buyer, promptly replace or repair the affected Goods or Work Product or reperform the Work, all to the reasonable satisfaction of Buyer. If Supplier fails to do so with diligence Buyer may do so or may engage a third party to do so. Supplier shall be liable and pay for all for all costs and expenses associated with the replacement (subject to the next sentence), repair or reperformance, and such costs and expenses may be set off from purchase amounts owing. In the case of replacement of Goods or Work Product that have been rejected by Buyer and for which supplier has refunded any payment, Buyer shall be liable to pay for replacements for the rejected Goods or Work Product, but only up to the amount of the original purchase price.
5. **Termination:** Buyer may by notice terminate this PO or any order under it at any time for cause or convenience. The causes for termination include: (1) a breach by Supplier of its obligations hereunder, provided Supplier was provided notice of default and did not remedy the default within 3 days of the notice or any such other date as may be reasonably required and indicated in the notice; (2) the financial condition of Supplier appears unsatisfactory to Buyer, acting reasonably; (3) impropriety by someone under the control of Supplier; (4) the continuation of, or the failure to remedy the effects of, an event of force majeure (described in section 7) for a period of more than 30 days. In the event of termination for cause or convenience Buyer will pay Supplier for Goods delivered, or Work Product supplied or Work performed to the date of termination, as the case may be, and such Goods and Work Product shall be the property of Buyer. In addition: (a) in the event of termination for cause, Buyer will be entitled to excess costs incurred by Buyer arising from the termination and all other remedies available at law; (b) in the event of termination for convenience, Buyer shall pay Supplier for any direct and reasonable net out-of-pocket expenses incurred arising from the termination. Except in the case of a default in payment terms that is not disputed, Supplier may not terminate this PO or any order under the PO, but may claim as its exclusive remedy direct damages for contract breach. In the case of default in payment terms that is not disputed, Supplier may on notice terminate this PO or any order, provided Buyer was provided notice of default and did not remedy the payment default within 5 business days of the notice. In the event of termination or completion of the PO, the terms relating to confidentiality, indemnity and warranty shall survive for 18 months thereafter, except that the performance of every warranty remedy shall trigger an additional warranty under section 2 applicable to the remedy that will survive for 18 months again after completion of the remedy.
6. **Price, Payment, Charges:** Price(s) stated on the PO form shall be described net of taxes, freight, duties, carrying and other charges. To be recoverable such other charges must be actually incurred by Supplier and agreed to by Buyer. If no price is stated because it cannot be determined with certainty, the reasonable estimate of the parties at the time of this PO of the price for the scope of the delivery of the Goods, the supply of the Work Product or the performance of the Work, as the case may be, at the date of this PO (as set out in a quote or otherwise) shall be considered the price for purposes of the PO. If there is a change to the price or to the amounts or types of charges, the change must be agreed to by Buyer, and Buyer shall not otherwise be liable for prices billed and payment in excess of the stated or estimated amounts. Buyer may hold payment until satisfied that Supplier's labour and materials bills associated with the Work have been paid, and may set off amounts owing as elsewhere described in the PO.
7. **Force Majeure:** Neither party shall be responsible for any delay or failure to perform its obligations hereunder when due to force majeure events of: fire; flood; explosion; act of terror; or any other event beyond its control that renders performance impossible or radically different than what is expected hereunder. The force majeure event must affect the party to this PO directly, as opposed to one of its suppliers, unless the delay or failure of the supplier could not have been anticipated by the party or, if anticipated, could not have been alleviated insofar as it affects the other party using best efforts. If a force majeure event occurs, the party affected shall give prompt notice to the other and use all commercially reasonable steps to eliminate and mitigate the effects on the other party of the force majeure event.
8. **Site Presence:** If the delivery of Goods, the supply of Work Product or the performance of Work entails the presence of personnel, vehicles or property of Supplier or its contractors on Buyer's site ("Supplier's Site Presence"), Supplier agrees that its personnel and contractors will comply with applicable health, safety and environmental laws, regulations, practices and codes and the applicable policies and procedures of Buyer, and will also use due care in order to ensure that no damages arise from Supplier's Site Presence, including damages to the Site such as releases from vehicles. Buyer may request that any person or property not meeting this requirement be removed from the Site, and Supplier shall promptly cause such removal without liability or recourse to Buyer. Notwithstanding the section "Indemnity", Supplier shall be responsible for, and indemnifies Buyer for any and all damages or claims, injury to persons and damage to property (including Supplier's and its contractors' and their visitors' personnel and property) and other damages arising by virtue of Supplier's Site Presence, including reasonable attorney's fees and costs, except to the extent due to the negligence of Buyer. Supplier warrants that it is fully insured and that the insurance includes worker's compensation insurance for Supplier's personnel and is adequate to provide coverage for any injuries sustained by any person on the Site or for any property damaged during the performance of this PO the Site. Supplier shall ensure that any of its contractors used hereunder have similar insurance. If Buyer requests, Supplier shall provide such certificates of insurance.
9. **Indemnity:** Each party indemnifies the other for all damages and claims, including those of third parties, arising from its performance or non-performance of the terms of this PO, whether arising in contract, tort, or other form or legal theory, subject to the section "Site Presence". In addition, Supplier indemnifies Buyer for any claim of infringement of intellectual property rights arising from the Goods, Work or Work Product.
10. **Other:** All documents and information provided from one party to the other relating to performance of the PO are confidential and may not be disclosed except with the consent of the other party. The provincial or state law of the Site (the "Jurisdiction") and federal laws applicable therein shall govern this PO. In the event of conflict or dispute, either party may submit the issue to binding arbitration under the arbitration laws of the Jurisdiction. The PO is not assignable by a party without the consent of the other party, not to be unreasonably withheld. If a party subcontracts all or a portion of its obligations under the PO, it remains liable to Buyer for such obligations.