

## PROFESSIONAL SERVICES AGREEMENT

This agreement ("Agreement") is entered into, to be effective as of April 10, 2024 ("Effective Date"), by and between **VERMONT ELECTRIC COOPERATIVE, INC.**, a Vermont cooperative with a principal place of business at 42 Wescom Road, Johnson, Vermont ("VEC"), and **ALAMON, INC.** ("Contractor").

### RECITALS

WHEREAS, Contractor has experience and expertise in the business of providing professional services related to electric system assessment and reporting;

WHEREAS, VEC desires to have Contractor provide such services to VEC; and,

WHEREAS, Contractor desires to supply such services to VEC on the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, Contractor and VEC hereby agree as follows:

1. Contractor Services. Contractor agrees to provide, in accordance with the terms of this Agreement, the services as set forth on an Exhibit A in the form of the Exhibit A attached hereto or in other statements of work developed subsequently and identified as an Exhibit A (the "Services"). Contractor shall control the manner in which the Services are provided, giving due consideration to the requests of VEC. Unless otherwise mutually agreed, the Services shall be performed on or at a VEC facility.
  - 1.1. Nothing in this Agreement shall preclude VEC from retaining the services of other persons or entities providing similar functions as those of the Contractor or from independently developing or acquiring materials or programs that are similar to, or competitive with, the Services.
  - 1.2. Contractor shall not enter into any subcontracts for the performance of the Services, or assign or transfer any of its rights or obligations under this Agreement, without VEC's prior written consent. VEC's consent to Contractor's right to subcontract any of the Services shall not relieve Contractor of any of its duties or obligations under this Agreement, and Contractor shall indemnify and hold VEC harmless from any payment required to be paid to any such subcontractors.
2. Term and Termination. This Agreement is legally binding as of the Effective Date, and, unless earlier terminated as provided herein, shall continue until terminated by VEC. VEC may terminate this Agreement, in whole or in part, at any time for any reason upon ten (10) days' written notice to Contractor.
  - 2.1. Termination for Default. The occurrence of any of the following shall constitute an event of default under the Agreement (an "Event of Default"), upon which VEC may by written notice to Contractor, and without prejudice to any other right or remedy available to VEC, terminate the Agreement for default:

- (a) Failure of Contractor to perform its obligations in the manner or within the time provided within the time provided in Exhibit A to the Agreement, or as may be modified or extended by VEC pursuant to the change control procedures set forth in the Agreement;
  - (b) Failure of Contractor to supply sufficient skilled personnel or suitable materials or equipment to permit it to meet the schedule set forth in Exhibit A
  - (c) Behavior by Contractor that is dishonest, fraudulent or constitutes a conflict of interest with its obligations under the Agreement;
  - (d) Contractor is adjudged bankrupt or insolvent; makes a general assignment for the benefit of its creditors; or a trustee or receiver is appointed for Contractor or for any of Contractor's property; or
  - (e) Failure of Contractor to comply with any other provision of the Agreement.
- 3.2 Notice, Opportunity to Cure and Right to Terminate. Upon the occurrence of an Event of Default, VEC may notify the Contractor in writing of the nature of the Event of Default and of its intention to terminate the Agreement for Default. If the Contractor does not cure such Default within fourteen days from receipt of notification, or sooner if safety is involved, or fails to provide satisfactory evidence that such Default will be corrected within a reasonable time, VEC may, by written notice to the Contractor, terminate the Agreement for Default.
- 3.3 Contractor's Obligations Upon Termination for Default. In case of a termination for Default, the Contractor shall be paid for all work satisfactorily performed up to the date of termination subject to VEC's right to set-off. Upon VEC termination for Default, the Contractor shall:
- (a) Immediately discontinue work on the date specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the terminated work;
  - (b) Inventory, maintain and turn over to VEC all data, designs, licenses, materials, tools, and property furnished by the Contractor or provided by VEC for performance of the terminated work;
  - (c) Promptly obtain cancellation upon terms satisfactory to VEC of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated work or assign those agreements as directed by VEC;
  - (d) Cooperate with VEC in the transfer of data, designs, licenses and information and disposition of work in progress so as to mitigate damages; and
  - (e) Comply with other reasonable requests from VEC regarding the terminated work.
- 3.4 Limitation of Remedy. In the event VEC terminates the Agreement for Default, VEC shall have no liability to Contractor except for Services satisfactorily completed prior to termination. Without limiting any other remedies it might have, VEC may take possession of the work in process or VEC may procure, upon such terms and in such a manner as VEC may deem appropriate, services similar to those so terminated.

- 3.5 Rights of VEC Not Affected. If VEC has terminated the Agreement for Default, such termination shall not affect any right of VEC against Contractor then existing or which may thereafter accrue. In addition, VEC may exercise any rights, claims or demands which Contractor may have against third parties in connection with the Agreement and for such purposes Contractor does hereby assign, transfer, and set over unto VEC all such rights, claims, and demands, to the extent that Contractor is able to assign, transfer and set over unto VEC all such rights, claims and demands without prior consent of the respective third parties. Any retention or payment of monies by VEC due Contractor will not release Contractor from compliance with the Agreement.
- 3.6 Survival of Terms. Upon termination, the obligations under the Agreement shall be terminated except as to the Paragraphs headed “Confidential Information,” “Audit/Inspection,” “Ownership of Project Materials,” “Mutual Representations and Warranties,” “Representations and Warranties by Contractor,” “General Indemnity,” “Insurance,” and “Safety Representations and Warranties.”
3. VEC Resources. The expectation is that the Contractor will provide all tools needed to complete the Services. Where VEC provides resources to Contractor, Contractor agrees to keep such resources in good order and to return the resources to VEC in substantially the same condition as Contractor received them, except for ordinary wear and tear.
4. Fees and Billing Procedures. VEC agrees to pay Contractor for the Services in accordance with the fee(s) set forth in Exhibit A.
- 4.1. Time of Payment. Unless otherwise stated in Exhibit A, any sum due Contractor for Services performed which payment is not otherwise specified shall be due and payable 30 days after receipt by VEC of an invoice from Contractor.
- 4.2. Services Provided on an Hourly Basis. Where the Services are billed to VEC on an hourly basis, Contractor shall submit to VEC an accurate time sheet approved and signed by Contractor and by the VEC Project Manager or designee. Contractor shall direct its employees to work only such number of hours as are approved in advance by VEC. Contractor shall be paid for all approved hours worked, including those hours worked in excess of eight hours per day, at the hourly rates set forth in Exhibit A. Hours billed shall reflect actual time performing the Services and shall not include travel time.
- 4.3. Services Provided on Fixed Price. Where the Services are billed to VEC on a fixed price basis, Contractor shall submit to VEC an accurate invoice applicable to the percentage of work complete against the total fixed price portion of the services being performed.
- 4.4. Billing Procedures. Contractor shall bill to VEC the sums due pursuant to Exhibit A by Contractor’s invoice, on a monthly basis in arrears, which shall contain:
- (a) VEC work order number, if any, and invoice number;
  - (b) project name;

- (c) description of Services rendered;
- (d) name of Contractor's staff, number of hours, and hourly rate of each of Contractor's staff where Services are billed to VEC on an hourly basis;
- (e) travel expenses, if any;
- (f) discounts, if applicable;
- (g) special charges, if any;
- (h) taxes, if any; and,
- (i) total amount due, and
- (j) estimated percentage of work complete per task.

Where Contractor is engaged in more than one project for VEC, Contractor shall submit a separate invoice for each project. Unless otherwise specified by VEC, Contractor shall forward invoices in hardcopy format to:

Vermont Electric Cooperative, Inc.  
c/o Accounts Payable  
42 Wescom Road  
Johnson, VT 05656

OR e-mail to: [accountspayable@vermontelectric.coop](mailto:accountspayable@vermontelectric.coop)

- 4.5. No Additional Charges. Except for the fees described in Exhibit A, approved expenses, if any, and changes in scope agreed upon in writing, VEC shall not be billed for, or be obligated to pay to Contractor any charges, expenses, or other amounts for the Services or otherwise.
- 4.6. Credits. Any amounts due from Contractor may be applied by VEC against any fees due to Contractor. Any such amounts due from Contractor that are not applied against fees due shall be paid to VEC by Contractor within 30 days following VEC's request.
- 4.7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Contractor invoice rendered pursuant to this Agreement shall be solely for the convenience of the parties. No such term or condition shall be binding upon VEC, and no action by VEC (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding VEC with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Contractor and VEC in a separate writing signed by both parties.
- 4.8. Taxes. Contractor represents and warrants that it is an independent contractor for purposes of federal, state, and local employment taxes. Contractor agrees that VEC is not responsible to collect or withhold any federal, state, or local employment

taxes, including, but not limited to, income tax withholding and social security contributions for Contractor or its employees. Any and all taxes, interest or penalties, including, but not limited to, any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by Contractor or, if assessed against and paid by VEC, shall be reimbursed by Contractor upon demand by VEC.

- 4.9. Payment not Acceptance. No payment by VEC to Contractor under this Agreement shall be evidence of, or construed to be, acceptance of defective, faulty, improper or non-conforming work or services by Contractor or any contractor, subcontractor or consultant retained by the Contractor, nor shall payment relieve the Contractor of any responsibility for failure to meet the warranties made in the Agreement.
- 4.10. Audit/Inspection. Contractor shall maintain complete and accurate records of all costs incurred for the Services, using accounting and control systems in accordance with generally accepted accounting principles. During the term of this Agreement and for a period of three (3) years after completion of the Services and final payment to Contractor for the Services, VEC shall be afforded access, upon reasonable advance notice, to examine, audit and reproduce the Contractor's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other documents or data relating to costs incurred for the work under this Agreement. Any such examination or audit shall take place at times as mutually agreed during normal business hours. VEC shall bear all costs and expenses for any examination or audit. Nothing herein gives VEC, its representatives, or anyone else the right to examine or audit the confidential, privileged, or proprietary information of Contractor or the make-up of the billing rates of Contractor.
5. Change Control Procedure. VEC or Contractor may, at any time upon written notice to the other party, request increases or decreases to scope of the Services under Exhibit A.
  - 5.1. VEC Increases to Scope. If VEC requests an increase in the scope of Services under this Agreement, VEC shall notify Contractor in writing, and, not more than 5 business days (or other mutually agreed upon period) after receiving the request, Contractor shall provide the VEC Project Manager with a written response that shall include a statement as to whether or not the change has an associated cost or schedule impact. If the change has an associated cost or schedule impact, the statement shall include the price increase or credit, and the specific impact on the schedule. If Contractor's response is approved by the VEC Project Manager, VEC's Project Manager shall issue a change control form, which must be approved by the VEC Project Manager and accepted by the Contractor in order to become effective.
  - 5.2. Contractor Increases to Scope. Contractor may request additions to scope by providing the VEC Project Manager with a written request that shall include a statement as to whether or not the change has an associated cost or schedule impact. If the change has an associated cost or schedule impact, the statement shall include the price increase or credit, and the specific impact on the schedule. If Contractor's request is approved by the VEC Project Manager, VEC's Project Manager shall issue a change control form, which must be approved by the VEC Project Manager and accepted by the Contractor in order to become effective.

- 5.3. Decreases to Scope. VEC shall have the right, in its sole discretion, and for any reason whatsoever, to decrease the scope of the Services. In such case, the fee for Services will be reduced by an amount consistent with the decrease in scope. At VEC's discretion, the project schedule may be adjusted to reflect a decrease in scope.
  - 5.4. Any changes to Scope, once approved by the VEC Project Manager and accepted by the Contractor, will be bound by the terms of this agreement unless other terms are specifically agreed upon in writing.
6. Ownership of Project Materials/Surrender of Materials upon Termination or Project Completion.
- 6.1. All designs, drawings, blueprints, or other technical or written materials furnished to Contractor by VEC, provided by Contractor as part of the Services under the Agreement, or otherwise purchased or paid for by VEC and shall be VEC's sole and exclusive property. Contractor shall not copy or otherwise use any such materials for any purpose other than completion of the Services as contemplated by the Agreement.
  - 6.2. Upon termination of this Agreement, in whole or in part, or on completion of the project, Contractor shall immediately return to VEC all properties received from VEC, or created or received by Contractor on behalf of VEC, and which are related to the terminated portion of this Agreement.
7. Confidential Information
- 7.1. The term "Confidential Information" shall mean all information relating to the Services to be provided and any information that relates to VEC's business and affairs, which Contractor directly or indirectly receives or acquires from or anyone on behalf of VEC, either in writing or verbally, or through observation, except information falling into any one of the following categories: (i) information which was in Contractor's possession on a non-confidential basis prior to Contractor's receipt or acquisition thereof from VEC; (ii) information which is lawfully in the public domain at the time of Contractor's receipt or acquisition thereof from VEC, other than through the process of tendering for or performing the Services; (iii) information which becomes part of the public domain through no act of Contractor or of any third party under an obligation of confidence with respect to such information; and (iv) information which is lawfully obtained by Contractor from a third party, provided that the third party is under no obligation of confidence with respect to the information.
  - 7.2. Contractor shall keep all Confidential Information in confidence and shall not disclose it to others without the prior written approval of VEC. Contractor shall not use the Confidential Information, except in performance of the Services. Contractor shall not disclose the Agreement and components thereof to others without the prior written approval of VEC, except as necessary to perform the Services.
  - 7.3. Notwithstanding Paragraph 7.2, Contractor may disclose Confidential Information to those of its employees, subcontractors and suppliers and their respective employees if disclosure is required in order for Contractor to perform the Services, provided Contractor shall ensure that its employees and agents comply with, and shall

contractually require its subcontractors and suppliers and their respective employees and agents to comply with Paragraph 7.2 of this Agreement.

- 7.4. The Parties agree that the terms and conditions of this Agreement are to be kept confidential between the Parties except to the extent that they mutually agree otherwise in writing or as ordered by a court of law or other legally constituted tribunal of competent jurisdiction.

8. Mutual Representations and Warranties. Each of VEC and Contractor represent and warrant that:

- 8.1. It is a business duly formed, validly existing, and in good standing under the laws of its state of domicile.
- 8.2. It has all requisite power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement.
- 8.3. This Agreement, when executed and delivered, shall be a valid and binding obligation of it enforceable in accordance with its terms.
- 8.4. It is duly licensed, authorized, or qualified to do business and is in good standing in every jurisdiction in which a license, authorization, or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it, except where the failure to be so licensed, authorized, or qualified would not have a material adverse effect on its ability to fulfill its obligations under this Agreement.
- 8.5. It shall comply with all applicable federal, state, local, international, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement.
- 8.6. There is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement.

9. Representations and Warranties by Contractor. Contractor represents and warrants that:

- 9.1. Contractor is possessed of superior knowledge with respect to the Services and is aware that VEC is relying on Contractor's skill and judgment in providing the Services to VEC.
- 9.2. Contractor knows the particular purpose for which the Services are required.
- 9.3. Contractor's staff members assigned to perform the Services have the experience and are qualified to perform the tasks involved with providing the Services in an efficient and timely manner. The Services shall be performed in a competent and professional workmanlike manner and in accordance with the highest professional standards.

Contractor acknowledges that VEC is relying on Contractor’s representation of its experience and expertise, as well as that of its staff, and that any substantial misrepresentation may result in damage to VEC and its customers.

10. General Indemnity. Contractor agrees to indemnify, defend, and hold VEC, its officers, directors, agents, and employees (each, an “Indemnified Party” and collectively, the “Indemnified Parties”) harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (collectively “Claims”), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from any VEC Indemnified Party, by reason of any Claim arising out of or relating to any negligent act, error or omission, or misconduct of Contractor, its officers, directors, agents, employees, and subcontractors, during the performance of this Agreement, including, without limitation, Claims arising out of or relating to: (a) a violation of HIPAA; (b) a violation of federal, state, local, international, or other laws or regulations for the protection of persons or members of a protected class or category of persons; (c) sexual discrimination or harassment based upon any protected characteristic; (d) bodily injury (including death) or damage to tangible personal or real property; or, (e) breaches of any representations made under this Agreement; provided, however, that the foregoing indemnity shall not apply to the extent that the applicable Claim resulted from the negligent acts or omissions of VEC, its officers, directors, agents, or employees.

11. Indemnification Procedures. Promptly after receipt by VEC of a threat of any action, or a notice of the commencement, or filing of any action against VEC or any VEC Indemnified Party, VEC shall give prompt written notice thereof to Contractor, provided that failure to give or delay in giving such notice to Contractor shall not relieve Contractor of any liability it may have to VEC or any VEC Indemnified Party except to the extent that Contractor demonstrates that the defense of such action is prejudiced thereby. VEC shall not independently defend or respond to any such claim; provided, however, that: (a) VEC may defend or respond to any such claim, at Contractor's expense, if VEC determines, in its sole discretion, that such defense or response is necessary to preclude a default judgment from being entered against VEC; and, (b) VEC shall have the right, at its own expense, to monitor Contractor's defense of any such claim. Contractor shall have sole control of the defense and of all negotiations for settlement of such action. At Contractor’s request, VEC shall cooperate with Contractor in defending or settling any such action; provided, however, that Contractor shall reimburse VEC for all reasonable out-of-pocket costs incurred by VEC (including, without limitation, reasonable attorneys’ fees and expenses) in providing such cooperation.

12. Insurance

12.1. Contractor shall, at its own cost and expense, procure and maintain in full force and effect during the term of this Agreement, policies of insurance, of the types and in the minimum amounts stated herein, with responsible insurance carriers duly qualified in those states (locations) where the Services are to be performed, covering the operations of Contractor, pursuant to this Agreement.

<b>TYPES OF INSURANCE</b>	<b>LIMITS OF LIABILITY</b> (Minimum Amounts)
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Comprehensive or Commercial General Liability and Third Party Property Damage	\$1,000,000 per occurrence, \$2,000,000 aggregate
Excess Liability insurance	\$6,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Workers' Compensation/ Employer's Liability	\$500,000 per accident

- 12.2. VEC shall be named as an additional insured in such policies except Workers Compensation/Employer's Liability and Professional Liability which shall contain standard cross liability clauses. Contractor shall cause the liability it assumed under this Agreement to be specifically insured under the contractual liability section of the liability insurance policies. The liability policy shall be primary without right of contribution from any insurance by VEC. Such policies shall require that VEC be given not less than 30-days prior written notice of any cancellation thereof or material change therein.
- 12.3. Contractor shall provide VEC with certificates of insurance evidencing all of the above coverage, including all special requirements specifically noted above, and shall provide VEC with certificates of insurance evidencing renewal or substitution of such insurance 30 days prior to the effective date of such renewal or substitution.
13. Safety Representations and Warranties. The Contractor represents and warrants that
- 13.1. Contractor will conduct all work in accordance with all applicable state and federal safety laws and rule; and
- 13.2. Contractor will immediately report to VEC any work practices or conditions that deviate from these requirements.
14. Safety Requirements
- 14.1. Safety Training. Prior to conducting any field work on VEC Property, Contractor shall ensure that its employees, staff, independent contractor and subcontractor personnel complete VEC's safety orientation and training program. Contractor shall provide a copy of its safety manual, which shall include all safety policies and procedures, to the VEC Project Manager.
- 14.2. Drug Free Workplace Act of 1988. VEC requires all Contractors to comply with the requirements of the Drug Free Workplace Act of 1988. Contractor employees and subcontractors are expected to report to work in an appropriate mental and physical condition for work. Use of controlled substances during work under this contract or while on VEC Property is strictly prohibited and grounds for termination for cause.
- 14.3. Safety Equipment and Personal Protective Equipment ("PPE"). The Contractor is required to provide all appropriate safety equipment, including PPE and Fire Resistant ("FR") Clothing. Contractor shall ensure that equipment and PPE are functioning properly, well maintained, and periodically inspected.

14.4. Work Stoppage. Any VEC employee or representative that observes an unsafe work practice or condition is authorized to request a work stoppage. Unsafe work practices or conditions shall be immediately reported to VEC. All damages, whether direct or consequential, as a result of safety-related work stoppages, shall be borne by the Contractor.

14.5. Workplace Auditing.

14.5.1. All work performed by the Contractor is subject to unannounced safety and environmental inspections and audits (collectively referred to as audits) by VEC. The audits may include, but not be limited to 1) documentation (e.g., training records, environmental checklists, tailboard form); 2) adherence to appropriate environmental and safety work practices; 3) proper use of personal protective equipment (PPE); 4) compliance with applicable OSHA/VOSHA standards; 5) compliance with environmental permits; and 6) compliance with environmental and safety guidance documents.

14.5.2. VEC reserves the right to take any action appropriate in response to such audits.

15. General.

15.1. Relationship between VEC and Contractor. Contractor represents and warrants that it is an independent contractor with no authority to contract for VEC or in any way to bind or to commit VEC to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of VEC. Under no circumstances shall Contractor, or any of its staff, hold itself out as or be considered an agent, employee, joint venture, or partner of VEC. In recognition of Contractor's status as independent contractor, VEC shall carry no Workers' Compensation insurance or any health or accident insurance to cover Contractor or Contractor's agents or staff. VEC shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither Contractor nor its staff, shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or pension plan of VEC.

15.2. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont and the federal laws of the United States of America. Contractor hereby consents and submits to the exclusive jurisdiction and forum of the state and federal courts in the State of Vermont in all questions and controversies arising out of and relating to this Agreement, as consistent with the Dispute Resolution process agreed to in Section 15.3.

15.3. Dispute Resolution. In the event of any dispute under this agreement, the parties agree to first negotiate in good faith to resolve the dispute. If negotiation fails, the parties agree to submit the dispute to mediation at a mutually agreeable location, with a mutually agreeable, impartial mediator. If that fails, except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or

prevent irreparable harm pending the selection and confirmation of the arbitrator(s), all disputes, controversies, or differences which may arise between the parties, out of, in relation to, or in connection with this Agreement, or the breach thereof, will be finally settled by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association in effect as of the date the dispute arises. The arbitration will be subject to and governed by the procedures and requirements of the Vermont Arbitration Act except as permissibly modified herein. Unless otherwise agreed, all hearings will be held in Johnson, Vermont. The arbitrator's award may be enforced in any court of competent jurisdiction.

#### **ACKNOWLEDGMENT OF ARBITRATION:**

**I understand that this agreement contains an agreement to arbitrate. After signing this document, I understand that I will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, I agree to submit any such dispute to an impartial arbitrator.**

- 15.4. Compliance With Laws; VEC Policies and Procedures. Both parties agree to comply with all applicable federal, state, and local laws, and regulations. Contractor shall comply with VEC policies and procedures where they are posted, conveyed, or otherwise made available to Contractor. Without limiting Contractor's other obligations of indemnification herein, Contractor shall defend, indemnify, and hold VEC Indemnified Parties harmless from and against any and all Claims, including reasonable expenses suffered by, accrued against, or charged to or recoverable from any VEC Indemnified Party, on account of the failure of Contractor to perform the obligations imposed in this section.
- 15.5. Compliance with Equal Opportunity and Affirmative Action Laws. **To the extent applicable, the provisions of 41 C.F.R Part 60-1.4(a) are incorporated herein by reference. This regulation prohibits discrimination against qualified individuals on the basis of race and sex and requires government contractors and subcontractors to employ and advance in employment qualified women and minorities. In addition, pursuant to 41 C.F.R Part 60-1.7 and 41 C.F.R. Part 60-2.1(b)(2), Contractor is notified that if the contract is for \$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.**

**To the extent applicable, Contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5 (a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

**To the extent applicable, Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified**

**protected veterans, and requires affirmative action by covered prime contractors to employ and advance in employment qualified protected veterans.**


- 15.6. Force Majeure. Neither party shall be liable for delays or any failure to perform under this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. However, the delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. The delayed party must provide written notification to the other party promptly upon the occurrence of any such event, or performance by the delayed party will not be considered excused pursuant to this Section, and inform the other party of its plans to resume performance.
- 15.7. Advertising and Publicity. Contractor shall not refer to VEC directly or indirectly in any advertisement, news release, or publication without prior written approval from VEC.
- 15.8. No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.
- 15.9. Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, and notice mailed shall be deemed effective on the third day following its placement in the mail addressed to the addressee.
- 15.10. Assignment of Agreement. This Agreement and the obligations of Contractor hereunder are personal to Contractor and its staff. Neither Contractor nor any successor, receiver, or assignee of Contractor shall directly or indirectly assign this Agreement or the rights or duties created by this Agreement, whether such assignment is effected in connection with a sale of Contractor's assets or stock or through merger, an insolvency proceeding or otherwise, without the prior written consent of VEC.
- 15.11. Entire Agreement. This Agreement and its attached exhibits constitute the entire agreement between the parties and supersede any and all previous representations, understandings, or agreements between VEC and Contractor as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by the parties.

- 15.12. Cumulative Remedies. All rights and remedies of VEC herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance against Contractor for the enforcement of this Agreement, and temporary and permanent injunctive relief.
- 15.13. Severability. In the event any provision of the Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect under applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

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Executed on the dates set forth below by the undersigned authorized representative of VEC and Contractor to be effective as of the Effective Date.

**VERMONT ELECTRIC COOPERATIVE,  
INC.**

By: 

Name: Peter J. Rossi

Title: Chief Operating Officer

Date: April 10, 2024

**ALAMON, INC.**

By: 

Name: Matthew Warner

Title: Operations Manager

Date: April 10, 2024

**Address for Notice:**

Vermont Electric Cooperative  
42 Wescom Road  
Johnson, VT 05656

Attention: Victoria Brown,  
General Counsel

**Address for Notice:**

Alamon, Inc.  
315 West Idaho  
Kalispell, MT 59901

Attention: **[Amanda Staggs, Operations]**

## EXHIBIT A

### Contractor's Statement of Work


This Exhibit A - Contractor's Statement of Work will be incorporated in and governed by the terms of the Professional Services Agreement by and between **VERMONT ELECTRIC COOPERATIVE, INC** ("VEC") and **ALAMON, INC.** ("Contractor") dated **April 10, 2024** (the "Agreement"). Unless expressly provided for in this Exhibit A, in the event of a conflict between the provisions contained in the Agreement and those contained in this Exhibit A, the provisions contained in the Agreement prevail.

Project Description:	Substation Wooden Structure Pole Inspection & Treatment
VEC Project Manager(s)	Shawn Juaire (802) 393-1539
VEC Safety Manager	John Varney (802) 730-4117
Contractor Contact	Matthew Warner, <a href="mailto:matthew.warner@alamon.com">matthew.warner@alamon.com</a> , (406) 885-5645
Responsibilities, Deliverables, and/or Activities:	<p>Inspection and treatment of approximately 7,500 wooden utility poles consisting of:</p> <p>A. Contractor will perform and provide the following:</p> <ol style="list-style-type: none"><li>1. Visual Report</li><li>2. Sound &amp; Bore</li><li>3. External Treat</li><li>4. Excavated Reject</li><li>5. Internal Treatment</li><li>6. G fume</li><li>7. Stencil (VEC Provided)</li><li>8. Guy Guard Installed (VEC Provided)</li><li>9. Excessive Brush Removal</li><li>10. Pole top picture</li><li>11. Entire Structure Picture (see example on page 11)</li><li>12. Partial Inspection reporting</li></ol> <p>B. Contractor will perform the following reporting:</p> <ol style="list-style-type: none"><li>1. Reporting and tracking to be done in weekly groups, along with a parallel YTD report.</li><li>2. Reports to include inspections, rejects, maintenance needs, not in field finds, and no access to structures, with reasons.</li><li>3. Contractor shall deliver a weekly progress report to VEC's contact person by 10:00 AM EST every Monday via email throughout the duration of the project. The report must indicate the following at a minimum:<ul style="list-style-type: none"><li>• Area(s)/street(s) collected in the previous week,</li><li>• Area(s)/street(s) slated for the coming week, and</li><li>• Number of crews working.</li></ul></li></ol> <p>C. Contractor will follow these specifications when taking photos:</p> <ul style="list-style-type: none"><li>• Contractor shall take clear photos without obstructions of each pole tag, the associated VEC equipment, and attachments on the pole.</li><li>• Contractor shall provide a photo of pole top electrical facilities.</li><li>• Contractor shall provide a photo showing entire structure and facilities.</li></ul> <p>This work will be performed consistent with Contractor's Pole Inspection Program Proposal dated March 6, 2025, which is incorporated into this Exhibit A as Attachment 1.</p>
Services Fees or Rate:	
Start Date:	May 5, 2025
Estimated End Date:	December 12, 2025

Executed on the dates set forth below by the undersigned authorized representative of VEC and Contractor to be effective as of the Effective Date.

**VERMONT ELECTRIC COOPERATIVE, INC.**

**ALAMON, INC.**

By: 

By: 

Name: Peter J. Rossi

Name: Matthew Warner

Title: Chief Operating Officer

Title: Operations Manager

Date: May 1, 2025

Date: May 1, 2025

EXHIBIT A

Contractor’s Statement of Work

This Exhibit A - Contractor’s Statement of Work will be incorporated in and governed by the terms of the Professional Services Agreement by and between VERMONT ELECTRIC COOPERATIVE, INC (“VEC”) and ALAMON, INC. (“Contractor”) dated April 10, 2024 (the “Agreement”). Unless expressly provided for in this Exhibit A, in the event of a conflict between the provisions contained in the Agreement and those contained in this Exhibit A, the provisions contained in the Agreement prevail.

Table with 2 columns and 8 rows. Row 1: Project Description: Substation Wooden Structure Pole Inspection & Treatment. Row 2: VEC Project Manager(s): Isaac Gillen (802) 730-3043. Row 3: VEC Safety Manager: John Varney (802) 730-4117. Row 4: Contractor Contact: Matthew Warner, matthew.warner@alamon.com, (406) 885-5645. Row 5: Responsibilities, Deliverables, and/or Activities: Inspection and treatment of approximately 99 wooden substation structure poles. Alamon employees will need a qualified VEC escort to enter substations. Required PPE will be FR clothing, hard hat, safety glasses and safety toe foot wear. A. The following Substations are to be inspected in 2025. B. Contractor will: Visusal Report, Sound & Bore, External Treatment, Excavated Reject, Internal Treatment, G fume, Partial inspection reporting. Row 6: Services Fees or Rate: [Redacted]. Row 7: Start Date: May 5, 2025. Row 8: Estimated End Date: December 12, 2025.

Executed on the dates set forth below by the undersigned authorized representative of VEC and Contractor to be effective as of the Effective Date.

VERMONT ELECTRIC COOPERATIVE, INC.

ALAMON, INC.

By: [Signature of Peter J. Rossi]

By: [Signature of Matthew Warner]

Name: Peter J. Rossi

Name: Matthew Warner

Title: Chief Operating Officer

Title: Operations Manager

Date: May 1, 2025

Date: May 1, 2025