



AGREEMENT

BETWEEN

**GRANITE STATE ELECTRIC COMPANY
MASSACHUSETTS ELECTRIC COMPANY
NANTUCKET ELECTRIC COMPANY
THE NARRAGANSETT ELECTRIC COMPANY
NEW ENGLAND POWER COMPANY
NATIONAL GRID CORPORATE SERVICES, LLC.
NIAGARA MOHAWK POWER CORPORATION**

AND

**ALLAN BRITWAY ELECTRICAL CONTRACTOR'S INC.
WHIPPANY, NEW JERSEY**

FOR

OVERHEAD LIVE LINE INSPECTION SERVICES PROGRAM

PO NO. 0000155192

OCTOBER 05, 2011

COPY 2
OWNER'S CONFIRMATION COPY

AGREEMENT

This Agreement, made and entered into on the date when signed by the party signing last in time, by and between **Granite State Electric Company**, a corporation organized and existing under the laws of the State of New Hampshire, with its principal place of business at 9 Lowell Road, Salem, New Hampshire 03079; **Massachusetts Electric Company**, a corporation organized and existing under the laws of the Commonwealth of Massachusetts with its principal place of business at 55 Bearfoot Road, Northborough, Massachusetts 01532; **Nantucket Electric Company**, a corporation organized and existing under the laws of the Commonwealth of Massachusetts, with its principal place of business at 25 Research Drive, Westborough, Massachusetts 01582; **The Narragansett Electric Company**, a corporation organized and existing under the laws of the State of Rhode Island, with a principal business address of 280 Melrose Street, Providence, Rhode Island 02907; **New England Power Company**, a corporation organized and existing under the laws of the Commonwealth of Massachusetts, with its principal place of business at 25 Research Drive, Westborough, Massachusetts, 01582; **National Grid Corporate Services, LLC.**, a limited liability company organized and existing under the laws of the State of New York, with its principal place of business at 175 East Old Country Road, Hicksville, New York 11801; and **Niagara Mohawk Power Corporation**, a corporation organized and existing under the laws of the State of New York, with its principal place of business at 300 Erie Boulevard West, Syracuse, New York 13202; hereafter referred to as "Owner" and **ALLAN BRITWAY ELECTRICAL CONTRACTOR'S INC.** (Contractor), a Pennsylvania corporation, having its principal place of business at 160 Algonquin Parkway, Whippany, New Jersey, for the Work identified as:

OVERHEAD LIVE LINE INSPECTION PROGRAM

Associated with
PO #00001355192

ARTICLE 1 - SCOPE OF WORK

- 1.1 The Contractor hereby agrees to provide all materials, equipment, apparatus, tools, labor, Services, and facilities and to perform all the Work and do all things necessary to perform the work associated with overhead electric transmission, sub-transmission, and distribution line inspections using live line techniques as assigned on National Grid facilities across New York and New England, all in accordance with this Agreement.
- 1.2 Primary locales of Work prescribed will be in Upstate New York and New England. This Contract shall also be valid for Work on Long Island, as a contingency, for at the time of award no allowances are in place for Live Line activities on facilities owned by the Long Island Power Authority (LIPA).
- 1.3 The Specification for each Work action shall be as prescribed by the National Grid Line Inspection Department and or as may be applicable to the individual Work assignments and prescriptions.

ARTICLE 2 - CONTRACT DOCUMENTS

- 2.1 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":

1. Agreement
 2. Schedule A, Terms and Conditions 00700, dated revised 09/30/08
 3. Schedule B, Specification (not used)
 4. Schedule C, Work Authorization Form
 5. Schedule D, Pricing Schedules, Labor and Equipment Rates
 6. Schedule E, Safety Requirements
 7. Schedule F, Environmental Requirements
 8. Schedule G, Additional Insurance Requirements (none)
 9. Schedule H, Background Check Requirement
 10. Schedule I, Release and Bond Forms (none)
- 2.2 Contractor acknowledges and agrees that by its complete acquisition of the line predecessor firm Albert Fry III aka Fry Electric, line operations services of which were purchased by Allan Briteway Electrical Contractors, in a direct transfer of terms, conditions, and pricing.
- 2.3 Contractor acknowledges and agrees that various of the aforementioned documents, procedures, assumptions, conditions, proposals, and pricing that were associated with the on-line **Ariba bid event entitled "SS – Live Line Services – 031710"** and **Doc15296353** are integral with and to this Agreement.
- 2.4 Should assignments/prescriptions for Long Island Work be made relative to Article 1, paragraph 1.2 above, Contractor acknowledges that pricing and function of this Agreement shall remain valid, and that a Contract Change Order will be executed to incorporate certain contract language associated with Owner's maintenance agreement with the Long Island Power Authority, and or its assigns.

ARTICLE 3 – TERM AND SCHEDULE

- 3.1 This Agreement shall be effective for a nominal (3) three year term beginning on October 10, 2011, or when the Agreement is executed by all parties, whichever occurs last in time. It shall continue in full force until October 31, 2014, or in accordance with the Terms and Conditions 0700. At the Owner's option, the Agreement may be extended annually for two (2) additional years.
- 3.2 The Work to be performed under this Agreement shall be in accordance with the specific Work assigned as documented with Work Authorization(s), a copy of which form shall be used is incorporated herein by reference as Schedule C.
- 3.3 Any Work to be performed under this Agreement shall be commenced on the date specified in the relevant Work Authorization Form, and shall be completed in accordance with the schedule developed by the Contractor and accepted by the Owner. The Contractor shall prepare updated schedules as may be requested by the Owner and as set forth more fully in any relevant Work Authorization.

ARTICLE 4 - CONTRACT PRICE

- 4.1 This is a Unit Price, plus Time and Expenses, Blanket Contract, and is based on the units of measure, estimated quantities and unit prices quoted in response to Ariba bid event Doc15296353 by predecessor firm Albert Fry III aka Fry Electric, line operations services of which were purchased by Allan Briteway Electrical Contractors, in a direct transfer of terms, conditions, and pricing.
- 4.2 The Contract Price shall be the total price to be paid by the Owner to the Contractor in accordance with the prices set forth in Schedule D-1 and as specified in the relevant Work Authorization Forms assigning and scheduling elements of the Work.
- 4.3 Any aspect of the Work that is assigned and determined by the Owner to be out-of-scope for the units established in this Agreement shall be paid based on actual and verifiable Labor and Equipment costs as set forth in Schedule D-2, the Work Authorization Form, and Terms and Conditions of Schedule A.
- 4.4 Rates of Schedule D are fixed and firm for the first two (2) years of the contract, effective upon the date of execution of this contract. Annual rate proposals may be submitted at twelve month intervals thereafter, unless otherwise agreed to in writing by both parties.
- 4.4 No later than February 28 each year, the Contractor shall submit a written request for rate adjustment for the following National Grid fiscal year starting on April 1.
- 4.5 Work being performed under a Work Authorization issued within the term of the Agreement, whether extended or not, shall continue in force in relation to that Work until the date that the Work under the relevant Work Authorization is completed and the term of the Agreement, with respect to such Work, shall be extended accordingly.
- 4.6 The Contract Price shall be all inclusive for the Work required by this Agreement in accordance with all the Contract Documents including, but not limited to, the Terms and Conditions.

ARTICLE 5 - PAYMENTS

- 5.1 Not less than monthly the Contractor shall submit to the Owner its invoice, in a form acceptable to the Owner, for the total number of units of Work completed through the last Day of the preceding month.
- 5.2 The measurement and value of such completed Work shall be determined in accordance with each Work Authorization Form, and Schedule D, together with such supporting evidence as may be required by the Owner. The Owner will pay to the Contractor, subject to the Terms and Conditions, the amount invoiced less previous payments. The Contractor shall submit at least one invoice for each Work Authorization.
- 5.3 All invoices shall be submitted and payments made in accordance with and subject to the Terms and Conditions. Individual invoices shall be addressed as below, noting the National Grid affiliate company(ies) for whom the Work was performed, the Purchase Order Number, an appropriate Work description (e.g. Work Authorization Form number or circuit or name citation), and reference the name of the Owner's Representative monitoring the Contractor's Work performance.

5.3.1 All upstate New York and New England Work shall be invoiced as follows:

Send Original Invoice to:
<i>{cite the specific, appropriate company}</i> New England Power Company Granite State Electric Company Massachusetts Electric Company Nantucket Electric Company The Narragansett Electric Company New England Power Company Niagara Mohawk Power Corporation
300 Erie Boulevard West Accounts Payable Dept.- Building C-1 Syracuse, NY 13202
ATTN: Matthew Bard PO# 0000137786

5.3.2 Pursuant to Article 1, paragraph 1.2 and Article 2, paragraph 2.3, invoices for Work performed on Long Island/metro NY for the Owner shall be separately mailed as follows:

Send Original Invoice to:
National Grid Electric Services, LLC
Accounts Payable, C-1 Department K 300 Erie Boulevard West Syracuse, NY 13202
Attn: Howard De Nardo PO# XXXXX

5.4 Sales Tax: National Grid **will not pay sales tax** to vendors unless collection and payment of sales tax is required by law irrespective of the existence of a Direct Payment Permit, e.g., the purchase of motor fuel. Copies of our Direct Payment Permits are accessible online at www2.nationalgridus.com/corpinfo/purchasing/payment_all_all.jsp.

ARTICLE 6 - NOTICES

Notices required or permitted under this Agreement shall be addressed to:

Contractor:

Owner:

Allan Briteway Electrical Contractors
160 Algonquin Parkway
Whippany, NJ 07891

National Grid
300 Erie Blvd. West
Syracuse, NY 13202
Procurement Department, C-2

Attention: Rich Kashinsky

Attention: Scott D. Shupe

ARTICLE 7 – SEVERAL LIABILITY

The rights and obligations of each National Grid company in connection herewith shall be several and not joint.

ARTICLE 8 - ENTIRE AGREEMENT

This Agreement, including all Contract Documents, constitutes the entire Agreement between the Owner and the Contractor, with respect to the Work specified, and all previous representations relative thereto, either written or oral are hereby annulled and superseded. No modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly authorized representative on the day and year set forth below.

**Granite State Electric Company
Massachusetts Electric Company
Nantucket Electric Company
The Narragansett Electric Company
New England Power Company
National Grid Corporate Services, LLC.
Niagara Mohawk Power Corporation:**

Allan Briteway Electrical Contractors Inc.:

By: William M Brown
William M Brown
Title: President
Date: 10/10/11

By: Ross Turrini
Ross Turrini
Title: Vice President, US Procurement
Date: 10/6/2011

SCHEDULE A

NATIONAL GRID USA AND AFFILIATED COMPANIES

TERMS AND CONDITIONS

FOR

CONSTRUCTION PURCHASE ORDERS

DOCUMENT NO. 00700, *Revised 09/30/08*

nationalgrid

**NATIONAL GRID USA
AND AFFILIATED COMPANIES**

**TERMS AND
CONDITIONS**

FOR

**CONSTRUCTION
PURCHASE ORDERS**

DOCUMENT NO. 00700

ACCEPTANCE OF CONDITIONS

The Contractor hereby agrees that any Work (as defined in the Agreement/Purchase Order) performed for Company in compliance with any order, written or verbal, shall be governed by the terms and conditions cited in the Agreement/Purchase Order whether or not specific reference is made to the below noted Terms and Conditions by the Agreement/Purchase Order unless the Agreement/Purchase Order specifically contains terms and conditions other than those contained in said Terms and Conditions; then those terms will apply to the extent that they are different.

Receipt of the below noted Terms and Conditions is hereby acknowledged on the date executed below, and the undersigned agrees to be bound to same and the signatory represents complete authority to sign on behalf of the Contractor.

Allen Briteway Electrical Contractors
Contractor

By William M. Brown

President
Title

Date 10/4/11

130 Algonquin Parkway
Street Address

Whippany NJ 07981
City, State, Zip Code

Reference Terms and Conditions Document No.
00700

Revision Date 05/05/11

SCHEDULE B

**Special Conditions
Or
Specifications**

{None}

SCHEDULE C

WORK AUTHORIZATION FORM

SCHEDULE D

Pricing Schedules, Labor and Equipment Rates

Schedule D-1

Unit Prices for Tower Inspections

Allan Briteway

10/05/2011

ITEM	COST PER UNIT
1 POLE STRUCTURE	
2 POLE STRUCTURE	
3 POLE STRUCTURE	
4 LEG STRUCTURE	
2 LEG "Flex" TOWER	

CLARIFICATIONS:

Mob and Demo is not included on any of the tower inspection bid prices.

This is to be negotiated prior to the start of each job.

The work to be performed by a climbing crew, no allowance for an aerial lift has been included for the 4 leg tower structure

No allowances have been made to repair any items. Any repair will be considered an extra and will be billed at the time and material rates

Allan Briteway Electrical Contractors will be reimbursed for time spent if a tower or structure is deemed unsafe to climb and inspect. This price will be the unit price or time and material rate whichever is greater.

Schedule D-2-1

Labor Rates for out-of-scope work

Allan Briteway Electrical Contractors Inc

Schedule of Hourly Wages

Rates and Fringe Benefits- 1249 Distribution and Transmission

	Base Rate	Insure.	Work. Comp	Taxes, Soc Sec. etc	Health Welfare	Pension	Annuity	Ed. Fund	Vacation	Industry	Unemply.	Holiday	per diem if applicable	OH / Profit	Total - All Inclusive Hourly Rate
Gen Fore															
Fore															
Working Foreman															
Journeyman															
7th app															
6th App															
5th App															
4th App															
3rd App															
2nd App															
1st App															
Chief Mechanic															
Digging Machine Operator															
Ground-Tractor Tlr															
Groundhand															
PREMIUM TIME- time and half															
Gen Fore															
Fore															
Wkg Foreman															
Journeyman															
7th AP															
6th AP															
5th ap															
4th ap															
3rd ap															
2nd ap															
1st ap															
Chief Mechanic															
Digging Machine Op															
Ground Tractor Trailer															
Ground hand															

NOTE: LABOR RATE WILL BE [REDACTED] LESS per hour if per diem is not applicable
 rates will increase when local ibew 1249 contract renews

Allan Briteway Electrical Contractors Inc
 Schedule of Hourly Wages
 Rates and Fringe Benefits- 1049 Distribution and Transmission

Base Rate	Insure.	Work. Comp	Taxes, Soc Sec. etc	Health Welfare	Pension	Annuity	Ed. Fund	Vacation	Industry	Unemply.	Holiday	per diem if applicable	OH / Profit	Total - All Inclusive Hourly Rate
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Gen Fore														
Fore														
Working Foreman														
Journeyman														
7th app														
6th App														
5th App														
4th App														
3rd App														
2nd App														
1st App														
Chief Mechanic														
Equip op a														
Groundhand														
PREMIUM TIME- time and half														
Gen Fore														
Fore														
Wkg Foreman														
Journeyman														
7th AP														
6th AP														
5th ap														
4th ap														
3rd ap														
2nd ap														
1st ap														
Chief Mechanic														
Equip op a														
Ground hand														

NOTE: LABOR RATE WILL BE \$ [REDACTED] LESS per hour if per diem is not applicable
rates will increase when IBEW Local 1049 renews

Allan Briteway Electrical Contractors Inc
 Schedule of Hourly Wages
 Rates and Fringe Benefits- 104 Distribution and Transmission

	Base Rate	Insure.	Work. Comp	Taxes, Soc Sec. etc	Health Welfare	Pension	Annuity	Ed. Fund	Vacation	Industry	Unemply.	Holiday	per diem if applicable	OH / Profit	Total - All Inclusive Hourly Rate
	Gen Fore														
Fore															
Working Foreman															
Journeyman															
7th app															
6th App															
5th App															
4th App															
3rd App															
2nd App															
1st App															
Chief Mechanic															
Equip op a															
Groundhand															
PREMIUM TIME- time and half															
Gen Fore															
Fore															
Wkg Foreman															
Journeyman															
7th AP															
6th AP															
5th ap															
4th ap															
3rd ap															
2nd ap															
1st ap															
Chief Mechanic															
Equip op a															
Ground hand															

NOTE: LABOR RATE WILL BE \$ [REDACTED] LESS per hour if per diem is not applicable
Rates will increase when ibew Local 104 contract renews

Schedule D-2-2

Equipment Rates for out-of-scope work

Allan Briteway
Electrical
Contractors

RFP:

Equipment Rate(s)

Contractor to attach equipment rate sheet showing hourly, daily, weekly or monthly rates:

All equipment rate(s) are quoted without operator(s), and shall include all operating/maintenance and repair costs including fuel, lubricants, insurance, overhead and profit.

- 1
- 2 Equipment classification not included in this Schedule shall be submitted to and approved by the Owner prior to mobilization at the Site
- 3 Rate(s) shall be in effect for the term of the Agreement

Overhead line work

EQUIPMENT	Per Hr.	Per Month	Minimum if applicable
3/4 Ton Pickup			
1 Ton Pickup			
Flatbed, 1 Ton w/ Winch			
Mechanics Truck w Winch & Comp.			
Heavy Duty Line Truck			
Bucket Truck, 36-55' 2x2			
Bucket Truck 50 4x4			
Bucket Truck 50-70 ' 2x2			
Bucket Truck 55-60 4x4			
Bucket Truck, EHV 75-100'			
Bucket Truck 95 6x6			
Bucket truck 100-105 6x6			
High Ranger, 95"			
Small Digger Derrick			
Large Digger Derrick			
47' 4x4 digger truck			
60 ft digger 6x4			
60 ft 6x6 digger			
65 ft 6x6 digger			
Track Digger Derrick			
Track Machine Bucket w/ 55' M/H			
Track Machine Bucket 95 ft 6x6			
Track Machine w/ Dump or Flatbed			
Track Skid Steer			
Excavator			
Backhoe/Loader			
Backhoe - 4x4			
Bulldozer			

SCHEDULE E

SAFETY REQUIREMENTS

- N-1402, National Grid Contractor Safety Requirements (*separate transmittal*)
- Other documents associated with Owner's ISNetworld program

SCHEDULE F

ENVIRONMENTAL REQUIREMENTS

- EP-6, National Grid USA Environmental Requirements (on file in ISNetworld)
- EG-303, ROW Access, Maintenance and Construction Best Management Practices (*via separate email transmittal 10/5/11*)

SCHEDULE G

Insurance Certificate

Additional Insurance Requirements:

- Contractor shall annually update on ISNetworld

SCHEDULE H

**SECURITY
BACKGROUND CHECK REQUIREMENTS**

On file in ISNetworld

SCHEDULE I

RELEASE AND BOND FORMS (Not Applicable)