



**AGREEMENT**

**BETWEEN**

**NATIONAL GRID USA SERVICE COMPANY**

**AND**

**OSMOSE UTILITIES SERVICES, INC.**

**FOR**

**OVERHEAD LINE EMERGENCY RESTORATION SERVICES  
Damage Assessment & Wires Down Services Agreement**

**CID № 4400006475\***

\* Referenced Contract number is for 'internal use only'. Internal SAP Purchase Order's will be issued against this Contract, and those PO numbers will be indexed to the Contractor's invoicing for payment purposes. \*

**April 10, 2017**



## Overhead Line Emergency Restoration Services

### Damage Assessment & Wires Down Services Agreement

CID № 4400006475

**THIS AGREEMENT (“Agreement”)** made and entered into on the date when signed by the party signing last in time, by and between **National Grid USA Service Company, Inc.**, a corporation organized and existing under the laws of the Commonwealth of Massachusetts, with its principal place of business at 40 Sylvan Road, Waltham, Massachusetts 02451 for and on behalf of its affiliate companies which may include the following entities: **Massachusetts Electric Company, Nantucket Electric Company, New England Power Company, The Narragansett Electric Company, and Niagara Mohawk Power Corporation** (hereinafter collectively referred to as the “Companies” or the “Owner”, and each individually a “Company”), and **Osmose Utilities Services, Inc.**, (the “Contractor”), a Delaware corporation, having its principal place of business at 635 Highway 74 South, Peachtree City, Georgia 30269, (the Companies and the Contractor shall hereinafter be collectively referred to as the “Parties,” and each a “Party.”)

#### WITNESSETH:

**WHEREAS**, the Contractor has provided Owner with services upon request in accordance with the Agreement and,

**WHEREAS**, Owner has elected to accept conditions for those services effective as of the date of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants set forth herein, the Parties agree as follows:

#### ARTICLE 1 – SCOPE OF WORK

- 1.1 The scope of work to be performed under this Agreement is the provision of electric Transmission and Distribution (T&D) emergency response services including, but not limited to, storms and localized catastrophic damage to T&D facilities in the National Grid United States Service Territory.
- 1.2 The Contractor shall provide all materials (not otherwise furnished by Owner), labor, equipment, apparatus, tools, facilities, testing, and services to do all things necessary to safely provide support personnel qualified and equipped in accordance with the requirements defined in Schedule B to assess and/or protect damaged T&D assets as requested by the Owner in response to the circumstances of each event for which the Contractor is called out and as assigned by authorized Owner’s representatives (“the Work”). Contractor shall provide and render said services in accordance with terms and conditions as included hereafter in this Agreement, and shall submit for payment and be paid for the Work as prescribed in Agreement

- 1.3 The Contractor agrees that Owner has no obligation to award any Work or any specific quantity of Work to the Contractor.
- 1.4 Contractor agrees not to depart from an assignment until it secures from the Owner a release from emergency services.
- 1.5 The Contractor acknowledges that the Owner may enter into other contracts related to restoration services and may require any other contractor, including the Owner or its affiliates, to provide labor to the assignments related to those given the Contractor. Such other contracts shall not be cause for the Contractor to claim a change under Schedule A, Terms and Conditions 750, Article 9.0. The Contractor shall afford reasonable opportunity to and cooperate with other contractors, the Owner, or its affiliates for the execution of their work. The Contractor also acknowledges that coordination with others may entail occasional rescheduling of the Work. Any difference or conflict which may arise between the Contractor and others shall be resolved as determined by the Company.

## **ARTICLE 2 - CONTRACT DOCUMENTS**

- 2.1 The following documents, including all attached schedules, appendices, exhibits or other attachments thereto, that 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 for commercial terms shall be as follows:
  1. Agreement
  2. Schedule A,
    1. Supplemental Conditions to National Grid Terms and Conditions for Overhead Line emergency Restoration Services Form 750, *rev. 10/13/15*
    2. National Grid Terms and Conditions for Overhead Line emergency Restoration Services Form 750, *rev. 10/13/15*
  3. Schedule B, Overhead Line Damage Assessment & Wires Down Services Specification, *rev. 09/02/2016*
  4. Schedule C, Osmose Utilities Services, Inc. – Damage Assessment and Wires Down Services Non-Disclosure Agreement with CEII, CI, & PI *rev. 09/10/2015, effective July 29, 2016*
  5. Schedule D, Price & Escalation Schedules
  6. Schedule E, NGSP 6 – Attachment B-1 National Grid Requirements for Contractor Employee Background Check & Contractor Compliance Statement (for National Grid Level 1 Baseline Requirements Only), *rev. 07/20/2016*
  7. Schedule F, National Grid Environmental Requirements – Contracted Services – Environmental Procedure No. 6 – Appendix C – Rev. No. 5
  8. Schedule G, Contractor's Certificate of Insurance
- 2.2 The Contractor shall annually submit by January 20 to the Company, a current Certificate of Insurance (Schedule I) in accordance with the requirements as specified in Schedule A and Article 6.
  - 2.3.1 Contractors participating in the ISNetworld program shall submit directly to ISN a Certificate update in accordance with the Owner's ISNetworld program requirements.

- 2.3.2 Failure to comply with either the timely certificate submittal or complete coverage requirements could result in Owner's Release from the assignment and payment of only limited obligations for services rendered by the Contractor, and denial of demobilization costs from the point of release.

### **ARTICLE 3 - TERM**

- 3.1 The Agreement shall become effective when signed by the party signing last in time, and is to remain valid through May 1, 2022.

### **ARTICLE 4 – CONTRACT PRICING**

- 4.1 This is a Time and Expense Contract. Reimbursements made under the Purchase Order(s) associated with this Agreement shall only be for Emergency Work activities authorized under this Agreement, regardless of any other Purchase Orders, Agreements, or Contracts the Contractor may have with the Owner.
- 4.2 Pricing for Purchase Order payments of invoices received under this Contract shall be based on actual and verifiable hourly costs, and shall be in accordance with all Contract Documents, and shall be paid at the Labor and Equipment hourly rates as included as Schedule D. Contractor acknowledges that Owner will reimburse in accordance only with these rates, regardless of any agreement between the Contractor and any other entity. Owner will reimburse only for resources that are previously approved to mobilize. Rates not listed herein will not be reimbursed without written acceptance by the Owner prior to submittal of an invoice.
- 4.3 Resource callouts cancelled by National Grid during mobilization shall be compensated based on recalculation of mobilization time based on agreed mobilization hours (Storm Support Confirmation Initial), Estimated Time of Arrival (Crew Transfer Sheet), and time of cancellation.
- 4.4 Excluding resource callouts canceled by National Grid during mobilization, Contractor shall only be compensated for those resources that report to their assigned destination. Resources not able to report for service due to weather, road closings, etc... shall not be compensated.
- 4.5 National Grid will not reimburse the Contractor for any equipment that breaks down during an event or does not make it to assigned destination for any reason. National Grid reserves the right to stop paying labor hours for resources stranded with the broken down equipment.

### **ARTICLE 5 – INVOICING AND PAYMENT**

- 5.1 The Contractor's submittal of an invoice shall represent a certification by Contractor that it has complied with the quality assurance requirements, scheduling requirements, the safety requirements, environmental requirements, and all other terms and conditions set forth in this Agreement.

5.2 No payment made hereunder, except for the final payment, shall be considered as acceptance of any Work. All payments shall be subject to correction or adjustment in subsequent payments. Owner may request, and Contractor agrees to issue, a credit or refund if partial payments, upon audit, are determined as overcompensated.

## **ARTICLE 6 - NOTICES**

6.1 Written notices required or permitted under this Agreement shall be provided by post and email addressed to:

For the Contractor:

David R. Hagley  
Osmoste Utilities Services, Inc.  
635 Highway 74 South  
Peachtree City, GA 30269  
Osmostecontracts@osmoste.com

For the Owner:

Jarrett Regard  
Sr. Buyer  
National Grid  
Procurement Department, C-2  
300 Erie Blvd W  
Syracuse, NY 13202  
Jarrett.Regard@nationalgrid.com

6.2 A copy of any notice shall also be emailed only to the Owner's manager for the Work:

Mark Domino  
Engineer Manager  
National Grid  
40 Sylvan Road  
Waltham, MA 02451  
Mark.Domino@nationalgrid.com

## **ARTICLE 7 – SEVERAL LIABILITY**

7.1 The rights and obligations of the Companies under this Agreement shall be several and not joint. For the avoidance of doubt, each of the Companies shall be solely liable, to the exclusion of all of the other Companies, for the performance of the Company's obligations under this Agreement with respect to the Contractor's Work in the their respective states of incorporation or organization, as applicable.

## **ARTICLE 8 – ENTIRE AGREEMENT:**

8.1 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.

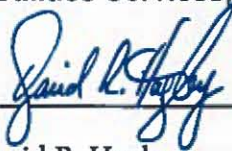
8.2 In the event any article, phrase, provision, portion or part of the Agreement or Amendment is deemed invalid, against public policy, void or otherwise unenforceable by

a court of competent jurisdiction, the parties shall negotiate in good faith an equitable adjustment in the affected provision of the Agreement; however, the validity and enforceability of the remaining parts thereof and any other part or provision of the Agreement shall be otherwise fully enforceable.


- 8.3 The Contractor represents that it has fully acquainted itself with, and has carefully examined all documents and conditions relevant to the Agreement.
- 8.4 In the absence of Contractor's written acknowledgement of this Agreement, performance of any part of the work shall be deemed to constitute Contractor's unqualified acceptance of all provisions of this Agreement.

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.

**Osmose Utilities Services, Inc.**

Signature   
Name David R. Hagley  
Title Sr. Vice President  
Date April 13, 2017

**National Grid USA Service Company, Inc.**

Signature   
Name Jarrett Regard  
Title Sr. Buyer  
Date 4 / 13 / 2017

# **SCHEDULE A1**



SUPPLEMENTAL CONDITIONS  
TO  
NATIONAL GRID TERMS AND CONDITIONS  
FOR  
OVERHEAD LINE EMERGENCY RESTORATION SERVICES  
Form 00750 (Rev. October 13, 2015)

The following terms and conditions are hereby incorporated by reference in the Agreement and shall supersede the sections of National Grid Terms and Conditions for Overhead Line Emergency Restoration Services, Form 00750, Rev. October 13, 2015 indicated. In the case of a conflict between these Supplemental Conditions and any other Contract Document, these Supplemental Conditions shall prevail.

**Section 3.1**

To the fullest extent allowed by law, the Contractor shall indemnify, defend, and save harmless the Indemnified Parties from any loss, damage, liability, cost, third party suit, charge, expense, or third party cause of action, including the Indemnified Parties' legal expenses, whether unconditionally certain or otherwise, as they exist on the effective date of the Agreement or arise at any time thereafter, (including but not limited to reasonable fees and disbursements of counsel incurred by an Indemnified Party in any action or proceeding between an Indemnified Party and any third party arising out of any damage or injury to property of an Indemnified Party, the Contractor and/or third parties (including real property, personal property and environmental damages), persons (including injuries resulting in death), or economic damages, directly or indirectly caused by or arising out of or in any way connected with (i) any act or omission of the Contractor in breach of the Agreement, (ii) any negligence, willful misconduct, or breach of law of the Contractor, its agents, employees, Subcontractors, and suppliers, (iii) any third party claim under U.S. law pertaining to copyright infringement, trademark infringement, libel, slander, defamation, invasion of privacy, piracy, or plagiarism arising from the Company's use, consistent with the terms of the Agreement, of the final deliverables (except to the extent that such third party claim arises from materials supplied by the Company, or any unauthorized modifications to the deliverables by the Company), (iv) any equipment, property or facilities used by the Contractor, its agents, employees, Subcontractors, and suppliers, or (v) failure of the Contractor or its Subcontractors to comply with Laws and Standards. The Indemnified Parties shall not be indemnified or held harmless against liability for damage arising out of bodily injury to persons or damage to property to the extent such damage is caused by or results from the negligence of the Indemnified Parties.



## **SCHEDULE A2**



**TERMS AND  
CONDITIONS  
FOR  
OVERHEAD LINE EMERGENCY RESTORATION SERVICES**

**Form 00750 (Rev. October 13, 2015)**


ACCEPTANCE OF CONDITIONS

It is understood and herewith accepted that in the event any article, phrase, provision, portion or part of the Agreement is deemed invalid, against public policy, void or otherwise unenforceable by a court of competent jurisdiction, the parties shall negotiate in good faith an equitable adjustment in the affected provision of the Agreement; however, the validity and enforceability of the remaining parts thereof and any other part or provision of the Agreement shall be otherwise fully enforceable.

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.

Osrose Utilities Services, Inc.  
Contractor (Legal name of Firm)

By  \_\_\_\_\_

Sr. Vice President  
Title

Date April 13, 2017

635 Highway 74 S  
Street Address

Peachtree City, GA 30269  
City, State, Zip Code

Reference Terms and Conditions Document No. 0750

*Revision of August 12, 2015*

## **SCHEDULE B**

# **Overhead Line Damage Assessment & Wires Down Services Specification**

The logo for National Grid, featuring the word "nationalgrid" in a blue, lowercase, sans-serif font. The "i" in "grid" has a small blue diamond above it.

**Damage Assessment  
Contract Management**

## **SCHEDULE C**

## NON-DISCLOSURE AGREEMENT

**This Non-Disclosure Agreement (“Non-Disclosure Agreement”)** dated as of **July 29, 2016**, (the “*Effective Date*”), between Osmose Utilities Services, Inc. (*Legal name of Service Firm/Consultant/Contractor*) a corporation (*Type of legal entity*) with offices at 635 Highway 74 South, Peachtree City, Georgia 30269 (*Address of Service Firm/Consultant/Contractor*) and National Grid USA Service Company, Inc. d/b/a National Grid (“*National Grid*” or “*Company*”), a corporation, having offices at 300 Erie Blvd W, Syracuse, NY 13202 (each, individually, a “*Party*” and, collectively, the “*Parties*”).

**WHEREAS**, the Parties and their respective Affiliates (as such term is defined below) possess certain confidential and proprietary Information (as such term is defined below); and

**WHEREAS**, each Party may elect, in its sole discretion, to disclose Information to the other Party or its Representatives (as such term is defined below) in connection with National Grid Request for Proposal Doc809810489 - JDR\_National Grid\_Damage Assessment and Wires Down Emergency Restoration Services\_FY17 (the “*Purpose*”), subject to the terms and conditions of this Non-Disclosure Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1. *Certain Definitions.*

(a) The term “*Information*” means

(i) all financial, technical and other non-public or proprietary information which is furnished or disclosed orally, in writing, electronically or in other form or media by the Disclosing Party and/or its Representatives to the Recipient and/or its Representatives in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed; and

(ii) all memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or any other thing prepared or derived from the information described in §1(a)(i), above; and

(iii) all CEII (as such term is defined below).

(b) The term “*Recipient*” means a Party to whom the other Party or its Representatives discloses Information.

(c) The term “*Disclosing Party*” means the Party disclosing Information in its possession, or on whose behalf Information is disclosed, to a Recipient.

## **SCHEDULE D**



OVERHEAD LINE EMERGENCY RESTORATION SERVICES  
 Damage Assessment and Wires Down Services Agreement  
 NGUS CID 4400006475

**Price and Escalation Schedules**

Labor and Equipment Price Schedule	
Resource	Hourly Rate
Contractor Field Manager	
Damage Assessor	
Assistant Damage Assessor	
Patrol Vehicle	
Wires Down Crew (2 Person)	

Annual Escalation % Schedule	
Period	Escalation %
2017 Labor Rate Escalation %	
2018 Labor Rate Escalation %	
2019 Labor Rate Escalation %	
2020 Labor Rate Escalation %	
2021 Labor Rate Escalation %	
2017 Equipment Rate Escalation %	
2018 Equipment Rate Escalation %	
2019 Equipment Rate Escalation %	
2020 Equipment Rate Escalation %	
2021 Equipment Rate Escalation %	

## **SCHEDULE E**

# **SCHEDULE F**

# **NATIONAL GRID ENVIRONMENTAL REQUIREMENTS**

*Contracted Services – Environmental Procedure No. 6 – Appendix C – Rev. No. 5*

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## **INTRODUCTION**

National Grid is committed to conducting business in a manner that preserves the quality of the environment by continuously seeking ways to minimize the environmental impact of past, present and future operations. We are also committed to conducting our activities to meet all applicable laws and regulations, as well as company policies and the requirements of our Environmental Management System (EMS) and require the same of our vendors. Therefore, environmental performance is a consideration in the selection of contractors. National Grid's Environmental Policy should be viewed at <http://www.nationalgridus.com/>.

National Grid retains the right to require the contractor to immediately cease work activities if, in the opinion of National Grid, the contractor is not performing work in an environmentally-responsible manner or is in violation of National Grid procedures.

## **APPLICABILITY**

This document applies to all contractors, vendors, consultants and others (hereinafter collectively referred to as 'vendors') who have a contractual relationship with National Grid.

## **COMPLIANCE WITH REGULATORY REQUIREMENTS**

Vendors are required to comply with Federal, state and local environmental regulations and all other applicable laws, ordinances, and regulations, and project and site-specific permits. Compliance of personnel with all environmental and other applicable regulatory law and regulations is essential in protecting the environment.

## **SPILL PREVENTION**

The Vendor shall conduct all activities in a manner that will prevent a release to the environment. Spill prevention measures, including maintaining spill control materials, may be required based on the activity being performed and the potential for spills.

Immediate notification by the Vendor to the appropriate Company representative is required for all environmental incidents resulting in a release of oil/hazardous materials or damage to public or private property. A written report describing the incident and proposing preventative measures must be provided to the Company within 24 hours of the incident.

The Vendor is responsible to make all required notifications to regulatory agencies in the required time frame and to ensure that the release is properly responded to, including cleanup and disposal of waste materials. The Vendor is responsible for hiring contractors for the cleanup of releases, as necessary. The Vendor may request assistance from the Owner in determining whether notifications are required and for guidance in response actions. If the Vendor does not respond appropriately, the Owner reserves the right to assume response actions and recover costs incurred from the Vendor.

## **DISPOSAL**

The Vendor will work with the Owner to characterize all work-related wastes to ensure proper management and shall arrange for disposal in accordance with Federal, state and local regulations. The Vendor will work with the Owner to prevent pollution at the source, minimize waste generation and recycle/reuse materials when economically feasible (e.g., recycle oily soil via asphalt batching). There shall be no onsite disposal of wastes unless specified by the Owner elsewhere in the Agreement.

## **CHEMICALS**

The Vendor shall provide a Material Safety Data Sheet (MSDS) for each material to be used during the work. All chemicals must be approved for use by the Safety Department and the Environmental Department.

All unused chemical (non-waste) products originally brought to the property by the Vendor shall remain the responsibility of the Vendor and shall be removed by the Vendor at the conclusion of the Vendor's onsite activities.

# **SCHEDULE G**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/20/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Niagara Risk Management, Inc 726 Exchange Street Suite 900  Buffalo NY 14210	CONTACT NAME: Christie Geiger	
	PHONE (A/C, No, Ext): (716)819-5500 FAX (A/C, No): (716)819-5140 E-MAIL ADDRESS: Christie.Geiger@fnrm.com	
INSURED Osmose Utilities Services Inc 635 Highway 74  Peachtree City GA 30269	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Zurich American Insurance	16535
	INSURER B: Lloyd's of London	15792
	INSURER C: QBE Insurance Corporation	39210
	INSURER D: Travelers Property Casualty Co	25674
	INSURER E: National Fire & Marine Company	20079
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 16-17 OUS REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	GLO 0381439 01	7/1/2016	7/1/2017	MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> XCU included					GENERAL AGGREGATE \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC					\$	
A E	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO			BAP 0381440 01	7/1/2016	7/1/2017	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS		X	42XSF30266601	7/1/2016	7/1/2017	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS		X				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
A C	UMBRELLA LIAB						EACH OCCURRENCE \$ 50,000,000
	<input checked="" type="checkbox"/> OCCUR	X	X	BE 44196661	7/1/2016	7/1/2017	AGGREGATE \$ 50,000,000
	<input type="checkbox"/> EXCESS LIAB						\$
	<input checked="" type="checkbox"/> CLAIMS-MADE			CCU3977239	7/1/2016	7/1/2017	\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	WC 03821438 01	7/1/2016	7/1/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B D	Professional Liability			POSM00116/POSM00216	7/1/2016	7/1/2017	Per claim/agg 3,000,000
	Lease Rented Equipment			P-630-6E274546-TIL-16	7/1/2016	7/1/2017	Pet Item 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Per project aggregate applies. National Grid USA, its subsidiaries and affiliates are named additional insured on a primary and non-contributory basis in above liability policies when required by written contract. A waiver of subrogation in favor of National Grid USA, its subsidiaries and affiliates on the General Liability, Auto Liability and Workers compensation policies when required by written contract. 30 days notice of cancellation applies when required by written contract. General Liability policy includes coverage for contractual liability, cross liability (separation of insureds), XCU Hazards. USL&H, Jones Act and Alternate Employer coverage is provided on the workers compensation policy.

### CERTIFICATE HOLDER

### CANCELLATION

National Grid USA its subsidiaries and affiliates Attn: Risk Management Bldg. A-4 300 Erie Boulevard West Syracuse, NY 13202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  M Bonetto/CGEIGE

## COMMENTS/REMARKS

Blanket Waiver of Subrogation coverage must be included on the Contractor's Equipment policy. If Blanket coverage isn't maintained, the Waiver of Subrogation must be listed in favor of "National Grid USA, its subsidiaries and affiliates".

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



**Endorsement for Motor Carrier Policies of Insurance for Public Liability  
under Sections 29 and 30 of the Motor Carrier Act of 1980**


**FORM MCS-90**

Issued to Osmose Utilities Services, Inc. of Georgia  
*(Motor Carrier name)* *(Motor Carrier state)*

Dated at Schaumburg on this 30th day of June, 2016

Amending Policy Number: BAP 0381440-01 Effective Date: July 1, 2016

Name of Insurance Company: Zurich American Insurance Company

Countersigned by:   
*(authorized company representative)*

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

- This insurance is primary and the company shall not be liable for amounts in excess of \$ 1,000,000.00 for each accident.
- This insurance is excess and the company shall not be liable for amounts in excess of \$ \_\_\_\_\_ for each accident in excess of the underlying limit of \$ \_\_\_\_\_ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: (800) 352-2150.

Cancellation of this endorsement may be effected by the company of the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

**DEFINITIONS AS USED IN THIS ENDORSEMENT**

**Accident** includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

**Motor Vehicle** means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

**Bodily Injury** means injury to the body, sickness, or disease to any person, including death resulting from any of these.

**Property Damage** means damage to or loss of use of tangible property.

**Environmental Restoration** means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

**Public Liability** means liability for bodily injury, property damage, and environmental restoration.

*(continued on next page)*



The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon,

or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of anyone accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

**SCHEDULE OF LIMITS — PUBLIC LIABILITY**

Type of carriage	Commodity transported	January 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Property (nonhazardous)	\$750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403.	\$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$5,000,000

\*The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.