



**AGREEMENT**

**BETWEEN**

**NATIONAL GRID USA SERVICE COMPANY  
WALTHAM, MASSACHUSETTS**

**AND**

**STORM SERVICES ENGINEERING, LLC  
THOMASVILLE, GA**

**FOR**

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

**CID № 4400006241\***

\* 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. \*

**September 1, 2016**



## Overhead Line Emergency Restoration Services

### Damage Assessment & Wires Down Services Agreement

CID № 4400006241

**THIS AGREEMENT** made and entered into effective the 1st day of September in the year 2016, 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 the "COMPANIES" and individually the "Company") ("Owner"), and **Storm Services Engineering, LLC.** ("Contractor"), having its office and principal place of business at 3949 Highway 93 South, Thomasville, Georgia 31792, collectively the Parties hereby

#### 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, Terms and Conditions for Construction Form 750, *rev. 10/13/15*
  3. Schedule B, Overhead Line Damage Assessment & Wires Down Services Specification, *rev. 09/02/2016*
  4. Schedule C, Non-Disclosure Agreement with CEII, *rev. 11/03/2014*
  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. 13. Schedule G, Storm Services, LLC's Contractor Compliance Affidavit – Compliance with U.S. Department of Transportation Regulations 49 CFR Parts 40, 199 & 382
  9. Schedule H, 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 5.
  - 2.3.1 Contractors participating in the ISNetworkd program shall submit directly to ISN a Certificate update in accordance with the Owner's ISNetworkd 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 on September 1, 2016 and is to remain valid through May 1, 2022.

### **ARTICLE 3 – CONTRACT PRICING**

- 5.1 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.
- 5.2 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.
- 5.5 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.
- 5.6 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.
- 5.7 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 4 – INVOICING AND PAYMENT**

- 6.1 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.
- 6.2 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 5 - NOTICES**

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

**For the Contractor:**

David Dent  
Director of Storm Restoration  
3949 HWY 93 S  
Thomasville, GA 31792  
David@Stormsl.com

**For the Owner:**

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

- 8.2 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

- 8.3 If an authorized field change, a copy of any such notice shall also be given to the appropriate Owner's field representative supervising the Work.

## **ARTICLE 6 – ENTIRE AGREEMENT:**

- 9.1 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.
- 9.2 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.
- 9.3 The Contractor represents that it has fully acquainted itself with, and has carefully examined all documents and conditions relevant to the Agreement.
- 9.4 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.

**Storm Services Engineering, LLC**

Signature Ann Hopkins  
Name Ann Hopkins  
Title Partner  
Date 9-2-16

**National Grid USA Service Company**

Signature Randall Rotermund  
Name RANDALL ROTERMUND  
Title VP US Procurement  
Date 9-12-16

# **SCHEDULE A**

**nationalgrid**

**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.

Storm Services, LLC  
Contractor (Legal name of Firm)

By Glynn Whitby  
Partner

Title

Date 8-11-2016

3949 Highway 93 South  
Street Address

Thomasville, GA 31792  
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**



**Damage Assessment  
Contract Management**

## **SCHEDULE C**

## **SCHEDULE D**

OVERHEAD LINE EMERGENCY RESTORATION SERVICES  
Damage Assessment Wires Down Services Agreement

### Price and Escalation Schedules

Labor and Equipment Price Schedule	
Resource	Hourly Rate
Contractor Field Manager	
Damage Assessor	
Assistant Damage Assessor	
Patrol Vehicle	
Wires Down Resource	

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**



## **SCHEDULE G**

## **SCHEDULE H**