



**BLANKET CONTRACT AND
PURCHASE ORDER**

BETWEEN

NATIONAL GRID USA SERVICE COMPANY, INC

AND

**POWERTEL UTILITIES CONTRACTORS LIMITED
WHITEFISH, ONTARIO CANADA**

FOR

**OVERHEAD LINE EMERGENCY WORK
T&D Blanket Contract**

SAP CONTRACT №. 440000tba 

November 2, 2012

AGREEMENT

THIS AGREEMENT ("Agreement" or "Contract") is made and entered into on this 2nd day of November, 2012, or 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, Niagara Mohawk Power Corporation, and National Grid Electric Services, LLC**, as Agent for the Long Island Lighting Company *d/b/a* LIPA (hereinafter collectively the "COMPANIES" and individually the "Company") ("Owner"), and **PowerTel Utilities Contractors Limited** ("Contractor"), a corporation organized and existing under the laws of the Province of Ontario, Canada, with its principal place of business at 150 Regional Road 10, Whitefish, Ontario Canada P0M 3E0 (hereinafter each, individually, a "Party" and, collectively, the "Parties") for the Services identified hereafter as:

**Blanket Contract
Overhead Line Emergency Work
Transmission and Distribution
Various Locations
SAP Contract #44000tba**

ARTICLE 1 - SCOPE OF WORK

- 1.1 The Contractor hereby agrees to provide all ~~equipment~~, equipment, apparatus, tools, labor, Services, and facilities to perform all the Work and do all things necessary to safely complete the emergency electric transmission and distribution construction services as related to weather or natural disaster recovery work as assigned by authorized Owner representatives ("the Work"); all in accordance with this Agreement.
- 1.2 Owner shall, unless otherwise provided for in writing and agreed to by both parties, provide line materials for this Work. Contractor may be required to load, haul, handle and transport said materials from or to designated storage yards to or from assigned destinations or sites at which the Work is to be performed.
- 1.3 The Owner has categorized the projects or assignments that will be released under this blanket contract as having a "High Safety Risk".
 - 1.3.1 The Contractor shall comply with all applicable safety requirements set forth in Schedule B, Article 4, Schedule B, Article 32, and Schedule E, as well as complying with applicable requirements of the United States Occupational Safety and Health Administration (OSHA), and other Federal, state, and local laws or ordinances and permits, unless superseded by National Grid procedures.

- 1.3.2 Contractor shall provide for this "High Risk" Work, trained crews knowledgeable and skilled in identifying hazards associated with the Work in accordance with all applicable OSHA rules and regulations, using contractor-furnished personal protective equipment (PPE), enhanced fall protection measures, co-worker and self rescue, and communications systems appropriate to hazard avoidance.
 - 1.3.3 Contractors are not required, for the purposes of this Agreement only, to participate in the ISNetworld safety recordation program administered for National Grid.
 - 1.3.4 Contractor is required to have a corporate Health and Safety Plan (HASP) for this Work. Upon execution of this Agreement, Contractor shall submit, in accordance with Article 7 of this Agreement ("Notices"), a copy of the HASP for review and follow-up consultation (if appropriate) by Owner's Safety Department.
 - 1.3.5 Once arriving at the designated National Grid Work facility (staging site), Contractor is to participate in a storm briefing and orientation meeting with the Owner.
 - 1.3.6 Crews are to hold daily on-site 'tailboard' safety meetings. These meetings are to be held, and attended by all crew members and the Owner's Representative, if present, prior to beginning work each day, and before moving to each new assignment, if any, on a given day. These briefings are to cover the work plan, including, but not limited to, comprehensive hazard recognition and mitigation, equipment calibration and certification reviews, issues from prior documented job briefs, and situational-dependent consideration of climate, weather, road conditions, rural or urban influences, insects, poisonous plants, and affiliated crew member performance and crew integrity.
- 1.4 The scope of work to be performed under this Agreement is 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. Requests for such services will be made by National Grid and/or its Affiliates in accordance with the Process described in Schedule C.
 - 1.5 Time allowing, Work shall be authorized only upon receipt of a signed Work Authorization Form (WAF), a blank copy of which is set forth in Schedule C. The Work Authorization Form shall identify the National Grid Company for which the Work shall be performed and that National Grid Company shall be the "Owner", for purposes of this Agreement and of such Work. It is recognized by the parties to the Agreement that there may be times when urgent Work is done prior to the execution of a relevant Work Authorization Form. At such times, the parties agree to be bound to the terms and conditions contained in the Agreement, and further agree to sign within twelve (12) hours of completion of such Work, a relevant Work Authorization Form or other form ("alternative directive") of written Work assignment issued by the Owner's field representative pursuant to Schedules A and E of this Agreement.

- 1.6 The Contractor agrees that there is no obligation to award any Work or any specific quantity of Work to the Contractor.
- 1.7 The Owner requires that the Purchase Order(s) associated with this Agreement, which enable payment for invoices, only be used for emergency Work. If Contractor has other contracts, and associated purchase orders with the Owner for other non-emergency work, the Contractor shall not co-mingle work or invoicing, unless the Owner provides prior written instructions to authorize or limit said other scheduled work be paid under this emergency Agreement.

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," the order of precedence shall be as follows:
 1. Agreement Change Orders, if any
 2. Agreement
 3. Schedule A, Special Conditions & General Pricing Guidelines
 4. Schedule B, Terms and Conditions for Construction 00700, *dated 11/11/11*
 5. Schedule C, Work Authorization
 6. Schedule D, Price Schedules
 7. Schedule E, Contracted Services Safety Requirements (latest revision)
 8. Schedule F, Environmental Requirements (latest revision)
 9. Schedule G, Contractor's Certificate of Insurance
 10. Schedule H, Engineering {Transmission and Distribution} Standards
 11. Schedule I, Security Background Check Requirements
- 2.1 The Contractor shall annually submit to the Owner, a current Certificate of Insurance (Schedule G) with minimum requirements as specified in Schedule A Terms and Conditions Article 25.
 - 2.2.1 The Certificate updates shall be submitted in accordance with Article 7.
 - 2.2.2 Contractors participating in the ISNetworld program shall also submit directly to ISN a Certificate update in accordance with the Owner's ISNetworld program requirements.

ARTICLE 3 - TERM

- 3.1 The term of this Agreement commences on or about November 2, 2012 and runs through March 31, 2015. This agreement shall automatically renew for additional one year terms, contingent upon Articles 36 and 37 of the Terms and Conditions regarding Owner's option to suspend or terminate.
- 3.2 Owner reserves the right to suspend or terminate this Agreement in accordance with Schedule B, Terms and Conditions.

ARTICLE 4 – SCHEDULE

- 4.1 Any Work to be performed under this Agreement shall commence on the date specified in the relevant Work Authorization Form, or alternative directive, and shall be completed in accordance with a schedule developed by the Contractor and accepted by the Owner. Schedules will vary depending on the particular project/assignment. The Contractor shall prepare updated schedules, forms, and reports as requested by the Owner
- 4.2 Work shall be assigned as set forth in the Specification and shall be authorized only upon receipt of a signed Work Authorization Form (WAF), a copy of which is set forth in Schedule C. The Work Authorization Form, or alternative directive, when fully executed shall become a Contract Document. Work Authorizations may be written for individual projects or for numerous projects for a specified Owner within a specified geographic area on an as needed basis. Owner will specify in each WAF the anticipated duration of the Work assignment.

ARTICLE 5 – CONTRACT PRICE

- 5.1 This is a Time and Expense Contract. Work shall be invoiced and paid in accordance with the rates set forth in Schedule D.
- 5.2 Contractors employing union labor shall enable the trades to work in harmony.
 - 5.2.1 Contractors working with a unionized labor force will follow the Local [104 (New England), 1049 (Long Island), 1249 (New York)] contract terms in effect at the time of the Work being performed.

OR
 - 5.2.2 Non-unionized Contractors will follow Special Pricing Provisions agreed to by the Owner and Contractor if and as set forth in Schedule A-1 of this Agreement.
- 5.3 In accordance with Schedule B, Article 6.5 the Contract Price and Purchase Order Payments for the Work required by this Agreement will be based on actual and verifiable time and equipment costs, and shall be in accordance with all Contract Documents, including but not limited to the Schedule B Terms and Conditions and the following:
 - 5.3.1 Reimbursement for all labor, based on the actual direct verifiable amount of time incurred in performing the Work, at the rates set forth in the Agreement. The rates shall include all indirect and overhead expenses. Labor not anticipated by or itemized in the Agreement shall not be utilized without the Owner's prior written approval.
 - 5.3.2 Reimbursement for equipment, based on the actual verifiable amount of time incurred in performing the Work, at the rates set forth in the Agreement. The equipment rates include costs for oil, grease, repair, parts, service and maintenance of any kind and, necessary attachments, insurance, profit and overhead. Fuel shall be billed separately and at cost with no markups.

- 5.3.3 Reimbursement for rental of equipment, not set forth in the Agreement, based on the actual verifiable cost for rental including necessary attachments, to the extent actually incurred in performing Work, plus the hourly operating cost found in the Rental Rate Blue Book for Construction Equipment.
- 5.3.4 Reimbursement for all Subcontractor costs actually and reasonably incurred in performing Work absent mark-ups, as approved by the Owner. Applicable Subcontractor costs shall be subject to the same terms and conditions set forth in Schedule B, Article 6 Sections 6.5.4 and 6.5.5 of this Agreement.
- 5.3.5 Reimbursement for the actual verifiable net (no mark-ups) cost of materials directly purchased in support of the Work as authorized by the Owner.
- 5.4 The Contractor shall, on a daily basis, furnish the Owner with Daily Work Reports (on forms furnished by the Owner included herein in Schedules A and E) which briefly describe the Work rendered during the preceding day and which are itemized to reflect: the names, titles and classes of all the Contractor's and the Subcontractor's personnel who performed Work, the individual and total number of hours worked, equipment used (including rented equipment), the individual and total hours worked and the total equipment hours of actual operation for the day; and quantity(ies) of Contractor furnished material(s) received and consumed for the day, and the cost thereof if requested by the Owner. All labor hours, equipment hours and material quantities shall be verified by signature of the Owner's Field Representative. A duplicate of the original signed Daily Work Report and receipts and invoices for Contractor furnished materials, rented equipment and Subcontractors shall accompany all invoices which the Contractor shall present for payment.
- 5.5 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 6 - PAYMENTS

- 6.1 Invoices are to be submitted no less than monthly. Each invoice shall include the actual verifiable quantity of labor (by classification) and equipment time (by type) expended in performing the Work (Daily Time Sheets), the actual verifiable (all receipts) quantity of materials or equipment supplied to the Project, and actual and verifiable costs for rented equipment (by type) and Subcontractors (by labor classification, equipment type, and list of materials). Each such invoice shall include attached copies of a Daily Work Report, as described in Section 5.4 herein, for each day worked.
- 6.2 All invoices shall be submitted and payments made in accordance with and subject to the Schedule B Terms and Conditions and paragraph 6.4 of this Agreement. The measurement and value of the invoiced quantities and costs shall be determined in accordance with Article 5 herein and Schedule D. The

invoice shall reference the National Grid Company for whom the Work was performed (as referenced on the WAF, if applicable), the Purchase Order Number and National Grid representative's name (responsible for authorizing the work) on the invoice.

- 6.3 During the life of this Agreement it is anticipated that the Owner will change its accounting and payment software application. Until that change is implemented, and made part of this Agreement by executed Change Order, National Grid will use a separate invoicing system for Work performed on Long Island and Staten Island. This system will be distinct from the system employed in upstate New York and New England.
- 6.4 Individual invoices shall be addressed as below, noting the National Grid affiliate company(ies) for whom the Work was performed, 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.
- 6.5 All Work shall be separately invoiced by regions in which Work was performed. Follow the instructions below. Ensure that all timesheets are legibly signed by a National Grid Representative, include the City and State where the hours were worked, and indicate the type of work: e.g. Restoration, Mobilization, Demobilization, and/or Standby.
- 6.6 Sales Tax: Do not invoice separately for 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.

For services performed in Massachusetts or Rhode Island:

Please send a **HARD COPY** of the original invoice and appropriate backup (signed timesheets, receipts for lodging, meals, tolls, etc.) to:

Leonard Dietrich
National Grid USA Service Co.
40 Sylvan Road
Waltham, MA 02451-1120

The invoice MUST include a **valid National Grid Contract Order number** and be marked to the **attention of Len Dietrich**.

Please also send an **ELECTRONIC COPY** of the invoice and backup information to Len Dietrich at Leonard.Dietrich@nationalgrid.com

Any questions should be directed to Len Dietrich. Len's phone number is 781-907-3599.

For services performed in Upstate New York:

Please send a **HARD COPY** of the original invoice and appropriate backup (signed timesheets, receipts for lodging, meals, tolls, etc.) to:

Sara Sherman
National Grid USA Service Co.
300 Erie Boulevard West
Syracuse, NY 13202

The invoice MUST include a **valid National Grid Contract Order number** and be marked to the **attention of Sara Sherman**.

Please also send an **ELECTRONIC COPY** of the invoice and backup information to Sara Sherman at Sara.Sherman@nationalgrid.com

Any questions should be directed to Sara Sherman. Sara's phone number is 315-428-5156.

For services performed on Long Island:

Please send a **HARD COPY** of the original invoice and appropriate backup (signed timesheets, receipts for lodging, meals, tolls, etc.) to:

Ronald Kenehan
Long Island Power Authority Contract Management
117 Doctors Path
Riverhead, NY 11901

The invoice MUST include a **valid National Grid Contract Order Number**, the **appropriate Storm Number** - (e.g. #1220 for Hurricane Sandy), the **appropriate RoD Team Number** (Resources on Demand), and be marked to the **attention of Ron Kenehan**.

Please also send an **ELECTRONIC COPY** of the invoice, backup information, and an Excel spreadsheet breakdown of the invoice to Ron Kenehan at rkenehan@service.lipower.org

Any questions should be directed to Ron Kenehan. Ron's phone number is 631-548-7039

For services performed in New Hampshire:

Please send a **HARD COPY** of the original invoice and appropriate backup (signed timesheets, receipts for lodging, meals, tolls, etc.) to:

Richard Foley
Liberty Utilities
11 Northeastern Boulevard
Salem, NH 03079-1953

Richard's phone number is 603-328-2738 and his email address is richard.foley@libertyutilities.com

ARTICLE 7 - NOTICES

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

Contractor:

Owner:

Michael Krueger
PowerTel Utilities Contractors ~~Inc.~~ *Limited*
150 Regional Road 10
Whitefish, Ontario Canada P0M 3E0

Michael Occhipinti, Jr.
National Grid Global Procurement
Department
175 East Old County Road
Hickville, NY 11801

A copy of any such notice shall also be forwarded to the appropriate Owner's Field Construction Supervisor and/or National Grid representative authorizing the Work.

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 The rights and obligations of each Affiliate utilizing or purchasing Services from Contractor under this agreement are several and not joint; to the extent any Affiliate is liable in connection herewith, such liability shall be borne only by that Affiliate for which the specific services giving rise to such liability were being provided or purchased.

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.

PowerTel Utilities Contractors ~~Inc.~~ *Limited* National Grid USA Service Company, Inc.:

By: *Dean G. Gatién*
DEAN G. GATIEN

By: _____
Scott D. Shupe

Title: CONTRACT ADMINISTRATOR

Title: Senior Buyer, US Procurement

Date: DECEMBER 17, 2012

Date: 12/05/12

Schedule "A"

Special Conditions & General Pricing Guidelines

Schedule "B"
Terms & Conditions for Construction 00700
Dated November 11, 2011

SCHEDULE B

**NATIONAL GRID USA SERVICE COMPANY, INC. AND
AFFILIATED COMPANIES**

TERMS AND CONDITIONS

FOR

CONSTRUCTION PURCHASE ORDERS

DOCUMENT NO. 00700, REVISED 11/11



**NATIONAL GRID USA SERVICE COMPANY, INC.
AND AFFILIATED COMPANIES**

TERMS AND CONDITIONS

FOR

**CONSTRUCTION PURCHASE ORDERS
"GENERAL CONDITIONS"**

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.

POWERTEL
Contractor

By DEAN G. GATIEN

CONTRACT ADMINISTRATOR
Title

Date 1

150 REGIONAL ROAD 10
Street Address

WHITEFISH, ONTARIO, P0M 3E0
City, State, Zip Code

Reference Terms and Conditions
Document No. 00700

Revision Date 05/05/11

**Schedule "C"
Work Authorization**

Attached to RFP

**Schedule "D"
Price Schedules**



Attached to RFP

*POWERTEL LETTER OF
RATES FOR CLASSIFICATIONS
& VARIETY OF VEHICLES
& EQUIPMENT.*

Schedule "E"
Contracted Services Safety Requirements
(latest revision)

Attached to RFP

**Schedule "F"
Environmental Requirements
(latest revision)**

Attached to RFP

Schedule "G"
Contractor's Certificate of Insurance

Attached to RFP

Schedule "H"
Engineering {Transmission and Distribution} Standards

To Be Provided at Time of Work

Schedule "I"

Security Background Check Requirements