AGREEMENT AMENDMENT NO. 1

BETWEEN

NATIONAL GRID USA SERVICE COMPANY
WALTHAM, MASSACHUSETTS

AND

POWER LINE CONTRACTOR'S INC

FOR

OVERHEAD LINE EMERGENCY RESTORATION SERVICES
Transmission & Distribution Blanket Agreement

ASSOCIATED SAP № 4400003223

* 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. *

June 1, 2014

Acknowledgement Copy 2
Overhead Line Emergency Restoration Services
Transmission & Distribution Blanket Agreement

AGREEMENT AMENDMENT NO. 1

THIS AGREEMENT AMENDMENT NO. 1 made and entered into effective this 1st day of June in the year 2014, 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, and Niagara Mohawk Power Corporation (hereinafter collectively the “COMPANIES” and individually the “Company”) (“Owner”), and POWER LINE CONTRACTOR’S INC. (“Contractor”), having its office and principal place of business at 285 Salem Street, WOBURN MA 01888, collectively the Parties hereby

WITNESSETH:

WHEREAS, the parties agree to amend the terms and conditions of the Agreement (or “Contract” and associated SAP Contract) previously entered into by the parties on 4/1/2012 and,

WHEREAS, the Contractor has provided Owner with services upon request in accordance with the Agreement and Owner has elected to accept conditions for those services effective as of the date of this Amendment No. 1.

NOW, THEREFORE, in consideration of the terms and conditions previously agreed to and additional considerations incorporated herein, the parties agree that the Agreement shall be amended 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 for including, but not limited to storms and localized catastrophic damage to T&D facilities in the National Grid United States Service Territory. Specific requests for such services and event-specific details will be made by National Grid and/or its Affiliates in accordance with the Process described in Schedules B and/or C.

1.2 The Contractor, which is, and shall at all times remain, an independent Contractor, hereby agrees to provide all materials (not otherwise furnished by Owner), labor, equipment, apparatus, tools, facilities, testing, and services to do all things necessary to safely complete the emergency or disaster recovery electric transmission and distribution construction and restoration services 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 Schedule A, Terms and Conditions 750 sections Articles 7 and 8, and Schedule B sections 11 and 12.

1.3 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, store in a secure place, 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 and as may be required for the performance of the Work in accordance with the Agreement, and all manufacturers' recommendations. The Contractor shall cooperate with the Owner regarding all security measures. The Contractor shall be solely responsible for handling, unloading, storage and protection of equipment and material, whether Owner or Contractor furnished, against deterioration or damage from any cause, vandalism, and theft until Contractor's Release.

1.4 The Contractor shall inspect all Work and make or cause to be made all tests required by the Agreement, and ensure that all Work is performed and completed in compliance with associated standards, specifications, industry codes, laws, and regulations.

1.5 Contractor shall perform, and its personnel shall be subject to, background checks in accordance with Owner's most recent Security policy. Owner's Security Department will provide policy or procedure changes in accordance with Agreement Article 8, Notices.

1.6 The Contractor agrees that Owner has no obligation to award any Work or any specific quantity of Work to the Contractor. In the event Contractor mobilizes resources following a call-out by the Owner, and upon their arrival the Owner does not assign Work to those resources at the site assigned show-up, the Contractor will be reimbursed in accordance with Articles 5 and 6, and Schedules B and D.

1.7 Once arriving at the designated National Grid Work facility or staging site, Contractor is to participate in a storm briefing and orientation meeting with the Owner (Schedule 8 § 4). The Contractor may be required to participate in special training.

1.8 The Owner may at its sole discretion interrupt, suspend, or delay execution of all or any part of the assignment for any reason whatsoever upon written notice to the Contractor specifying the nature and expected duration of the interruption, suspension, or delay. Contractor shall recognize and invoice for appropriate stand-by.

1.9 Contractor agrees not to depart from an assignment until it secures from the Owner a release from emergency services in accordance with Schedule B-1 § 8.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The original Agreement ("Contract") Documents are superseded by 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, with the caveat that if there is a conflict for field operations and invoicing, the terms of Schedule B shall take precedence over the respective terms in Schedule A:
1. Agreement Amendment
2. Schedule A, Terms and Conditions for Construction 750, dated 5/13/14
3. Schedule B, Specifications and References
5. Schedule D, Price Schedules
6. Schedule E, Contractor's Certificate of Insurance
7. Schedule F, Security
8. Agreement

2.2 Insurance Updates. Contractor shall maintain insurance coverage for the duration of this Contract/Agreement/Purchase Order. Said coverage shall meet or exceed the levels specified by the Terms and Conditions of Schedule A that are associated with this Contract.

2.2.1 The Contractor shall annually submit by January 20 to the Owner, a current Certificate of Insurance (Schedule E) with minimum requirements as specified in Schedule A, Terms and Conditions, Article 13. The Certificate updates shall be submitted in accordance with Article 8 by Contractors that DO NOT participate in Owner's ISNetword Program.

2.2.2 Contractors participating in the ISNetworld program shall submit directly to ISN a Certificate update in accordance with the Owner's ISNetworld program requirements.

2.2.3 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.

2.3 Contractor is to submit by May 30, 2014 to the National Grid Procurement Organization (Article 8) any rate adjustments to the prior year's rate schedules (Schedule D). Rates are to be submitted in Excel spreadsheet format as issued by Owner, or they will be rejected. Failure to submit new rates on time will result in payment for subsequent events under the existing, prior year's rates, delays in review and payment, or invoice rejection.

2.4 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 or materials 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 introduction and storage of their materials and 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 Owner.

2.5 Definitions associated with this Agreement are included below, supplemented by others in Schedule A, Terms and Conditions 750, §1, and Schedule B, Specifications § 1.2.
"Contract Number" means the SAP numeric associated with the Agreement, and from which Purchase Orders are created to decrement a funding limit established for the particular SAP master services contract.

"Contractor" means the party identified as such in the Agreement, and, if authorized by Owner, its successors and assigns.

"Emergency Work" means the Company's declaration that a situation or occurrence of a serious nature (earthquake, tornado, severe sleet, snow, ice and/or ice, extreme heat) demanding immediate action for the commencement of physical repair activities of the Company's electric lines and associated facilities. It is further understood that the Company, not the Contractor, shall decide when an emergency exists or when it is over. This decision rests solely with the Company.

"Purchase Order" ("PO") means the serially numbered document issued by the Owner for accounting purposes and related to the SAP® Contract No. PO numbers will be referenced by the Contractor for invoicing purposes. The SAP Contract number identified as such in the Agreement is used for Owner's internal record and accounting purposes.

"Release" means that hour designated by the Owner when the Contractor's restoration services are no longer needed and the Contractor is authorized to demobilize. Release is to be documented on that date's Time Sheet (Schedule B).

"Specification" means, as may be amended from time to time, the technical requirements and procedures including any accompanying appendices, attachments or exhibits referred to therein and incorporated by reference in the Agreement as if fully set forth therein.

"Subcontractor" means any organization, firm or individual, regardless of tier, which the Contractor retains during the term of the Agreement to provide labor, materials, services, and/or equipment in connection with the Agreement.

**ARTICLE 3 - TERM**

3.1 The Amended Agreement shall become effective on June 01, 2014 or when the Amendment is executed by both parties and shall continue in full force and effect until the expiration of all guarantees, warranties and indemnities provided for therein.

3.2 This Agreement is amended to remain valid through March 31, 2019.

3.3 Owner reserves the right to extend or suspend or terminate this Agreement in accordance with Schedule A, 750 Terms and Conditions, Article 14.

**ARTICLE 4 - SCHEDULE**

4.1 Any Work to be performed (an 'assignment') under this Agreement shall commence on the date specified in the relevant Storm Support Confirmation Form (SSC), or alternative directive, and shall be completed in accordance with a schedule developed by the

Overhead Line Emergency Restoration Services Agreement
Contractor and accepted by the Owner. Schedules will vary depending on the particular assignment.

4.2 The Contractor may be reassigned to provide services in another operating region, depending on the scope or circumstances of the emergency, and shall accordingly coordinate a response schedule with the Owner’s Field Representatives. The Contractor shall prepare updated schedules, forms, and reports as requested by the Owner.

4.3 Work shall be assigned as set forth in the Specification and shall be authorized only upon receipt of a signed SSC.

ARTICLE 5 – 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, especially Schedule B, and shall be paid at the annual 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.

5.3 Reimbursement for rental of equipment, not set forth in the Agreement, or not otherwise identified and accepted in writing by Owner prior to mobilization, but verified by Contract Administrator as deployed at Owner’s request, shall be based on the the requirements of Schedule A § 9.5.3.

ARTICLE 6 – INVOICING AND PAYMENT

6.1 Contractor acknowledges that it understands that National Grid is allowed to recover the incremental cost of storm restoration not included in its base rates. By accepting this Agreement the Contractor agrees to provide Owner with timely, complete, and precise backup documents with each invoice that are sufficient to support the Owner’s cost recovery reporting and audits. Invoices are to be submitted for each event (call out, storm, assignment, or emergency). Contractor agrees that it will implement management controls to ensure the accuracy of billing of resources for man hours, equipment, and miscellaneous expenses associated with the Work for each assignment.

6.2 The SAP Contract Number henceforth associated with this Agreement is assigned to align with the Owner’s former ERP System Purchase Order Number referenced in the original Agreement as follows:

SAP Contract № 4400003223 (PO № N/A)
6.3 The SAP Contract Number represents an element of the Owner's Purchasing and account management system. Contractor is not to use or substitute use of this number on its invoicing in the place of Purchase Orders. Purchase Orders are drawn against the funding associated with the respective SAP Contract Numbers. Owner's operations, engineering or project management representative requesting Work will coordinate Work assignments with the Contractor in accordance with the Agreement, and the Owner's requesting entity shall establish a Purchase Order number to be associated with the respective assignments. Owner's Work requesting entity is responsible for providing Contractor with a proper PO number before final invoice submittal.

6.4 In addition to the specific requirements for each payment as outlined in Schedule B-1 § 12, 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.

6.5 Adequate supporting documentation must be provided to validate the labor and equipment hours and expenses associated with the support services provided (see Schedule B-1, § 11 and § 12). National Grid will not process invoices that are incomplete or illegible.

6.6 At times the Owner may elect to enable charter flights to mobilize crews. Invoicing shall reflect only the labor hours for resources so chartered. With Owner's prior written approval, Contractor may fly resources to the site using a commercial carrier. Owner will reimburse without markups only the most direct economy class air ticket with full receipts supporting the invoice. With prior written approval, the Owner will reimburse the Contractor for labor (de)mobilized by commercial or charter air to the “site” from a location other than Contractor's home portal. Owner will pay economy class air fare, basic baggage, taxi, and employee waiting time for the most direct (time) flight connections.

6.7 Reimbursement for all Subcontractors is subject to Owner's prior authorization to subcontract in each specific instance of change, and shall be based on costs actually and reasonably incurred in performing changes. Applicable Subcontractor costs shall be subject to the same terms and conditions set forth in the Agreement, unless otherwise agreed to by Owner.

6.8 All invoices submitted by Contractor shall be accompanied by an affidavit in which Contractor states that it has paid any and all subcontractors that provided services to Contractor in connection with or related to the Services provided by Contractor under this Agreement. Company may withhold payment of all or a portion of Contractor's submitted invoices unless and until Company has been provided with evidence of Contractor's payment of its subcontractors. Contractor shall indemnify, defend and hold Company harmless from and against any and all claims for payment by Contractor's agents, employees, representatives, and subcontractors.

6.9 Upon request the Contractor shall furnish to the Owner a Certified Payroll.

6.10 Final Payment by the Owner shall not relieve the Contractor of any responsibility, warranty, or continuing obligation under the Agreement, nor shall it constitute a waiver by the Owner of any claim arising hereunder. Acceptance of the final payment shall
constitute a waiver of all claims by the Contractor. Owner will not accept any changes submitted by the Contractor after final payment.

6.11 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 7 - SAFETY

7.1 The Contractor agrees to provide services conforming to Owners Safety policies, procedures and requirements, notwithstanding those incorporated into Schedule B-1, §4.

7.2 Any and all subcontractors retained by the Contractor shall observe and operate in accordance with all terms, provisions, criteria, and requirements incumbent upon the Contractor, including Safety. Failure by any Contractor resource to adhere to Owner’s Safety requirements and practices could result in removal of that (those) resources from the site.

7.3 It is understood that the Owner reserves the right to remove the Contractor from the site for flagrant safety violations. Such shall be the cause for Termination (Schedule A, Article Termination for Safety will allow Owner to deny Contractor’s entitlement to any further compensation after the time of the incident causing termination.

7.4 Contractors are not required, for the purposes of this Agreement only, to participate in the ISNetworld safety recordation program administered for National Grid. However, Contractors and subcontractors otherwise performing non-emergency services work (normal high- and medium-risk project work) for the Owner as ISN participants shall continue to operate in accordance with Owner’s Safety Program when required to also provide emergency services under this Agreement.

7.5 Owners Safety Department shall provide policy and procedural changes in accordance with Agreement Article 8, Notices.

ARTICLE 8 - NOTICES

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

For the Contractor:
Brendon M. Regan  
POWER LINE CONTRACTOR'S INC  
285 Salem Street  
WOBURN MA 01888

For the Owner:
Donald Schaefer  
Category Manager, OHL Services  
National Grid  
Procurement Department, C-2  
175 Old Country Road  
Hicksville, NY 11801  
donald.schaefer@nationalgrid.com

Overhead Line Emergency Restoration Services Agreement
8.2 A copy of any notice shall also be emailed only to the Owner’s (Schedule B, ERL) External Resource Manager for the Work:

Richard Addotta
Storm Program Manager
National Grid, 3E
40 Sylvan Road
Waltham, MA 02451
richard.addotta@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 (Schedule B, RCS) supervising the Work.

AGREEMENT AMENDMENT PROVISIONS:

1. 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.

2. The Contractor represents that it has fully acquainted itself with, and has carefully examined all documents and conditions relevant to the Agreement.

3. In the absence of Contractor’s written acknowledgement of this Amendment Order № 1, performance of any part of the work shall be deemed to constitute Contractor’s unqualified acceptance of all provisions of this Amendment № 1.

4. Contractor’s signed acknowledgement of this Amendment № 1, in addition to other things, shall operate as a release to Owner of any and all claims (except those previously tendered and not adjudicated) and of all liability to the Contractor for any and all things done or furnished in connection with the work through and including the date of such acknowledgement.

5. Owner reserves the right to cancel this contract at any time and for any reason upon a 30-day written notification.

6. All other terms and conditions of the original agreement and all amendments thereto remain unchanged.

POWER LINE CONTRACTOR’S INC

National Grid USA Service Company

Signature ____________________________
Name ______________________________
Title ________________________________
Date ________________

Signature ____________________________
Name Ross Turrini
Title VP, US Procurement
Date ________________ , 2014
Schedule A

nationalgrid

TERMS AND CONDITIONS FOR
OVERHEAD LINE EMERGENCY RESTORATION SERVICES

Document 750
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.

Power Line Contractors Inc

By

Title

Date

Street Address

City, State, Zip Code

Reference Terms and Conditions Document No. 0750

Revision of May 13, 2014
SCHEDULE B

Specifications and References

Schedule B: OHLERS Contract Specification
Schedule B

Overhead Line Emergency Restoration Services Specification
AWNOLEDGEMENT OF RECEIPT

The Contractor hereby acknowledges receipt of “Overhead Emergency Restoration Services (OHLERS) Schedule B, Revision 2, dated July 2014” which supersedes the original version of May 2014.

Effective July 9, 2014 the Contractor agrees that any Work (as defined in the Agreement/Purchase Order) performed for Company will be in compliance with this specification. Whether or not a specific reference is made to the below noted specification revision by the Agreement/Purchase Order, this document will govern any work performed beyond this date.

Receipt of the below noted specification revision 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.

[Signature]
Contractor

By

[Signature]

Title

Date

10/23/14

Street Address

285 Salem St.

City

Woburn

State, mail code

MA 01801

Country

USA

Reference Overhead Emergency Restoration Services Contract Specifications
OHLERS Schedule B, Revision 2, July 2014
SCHEDULE C

- Not Used -

{See Schedule B, Appendices 5 & 6}
SCHEDULE D

LABOR AND EQUIPMENT RATES
SCHEDULE D-1

Labor Rates
### Straight Time

<table>
<thead>
<tr>
<th>Foreman</th>
<th>General Foreman</th>
<th>Apprentice Period 1</th>
<th>Apprentice Period 2</th>
<th>Apprentice Period 3</th>
<th>Apprentice Period 4</th>
<th>Apprentice Period 5</th>
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<th>Lead Line</th>
<th>Electrician</th>
<th>Assistant Engineer</th>
<th>Mechanic A</th>
<th>Mechanic B</th>
<th>Mechanic C</th>
<th>Other</th>
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### Premium Time (1.5X)

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<th>Apprentice Period 3</th>
<th>Apprentice Period 4</th>
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<th>Mechanic B</th>
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<td>Total BIEW Costs based on Gross Pay</td>
<td>$31.04/hr</td>
<td>$31.80/hr</td>
<td>$32.46/hr</td>
<td>$33.12/hr</td>
<td>$33.78/hr</td>
<td>$34.44/hr</td>
<td>$35.10/hr</td>
<td>$31.26/hr</td>
<td>$31.98/hr</td>
<td>$32.60/hr</td>
<td>$33.32/hr</td>
<td>$34.04/hr</td>
<td>$34.76/hr</td>
<td>$35.48/hr</td>
<td>n/a</td>
</tr>
<tr>
<td>Total BIEW Costs based on Hours Worked</td>
<td>$31.04/hr</td>
<td>$31.80/hr</td>
<td>$32.46/hr</td>
<td>$33.12/hr</td>
<td>$33.78/hr</td>
<td>$34.44/hr</td>
<td>$35.10/hr</td>
<td>$31.26/hr</td>
<td>$31.98/hr</td>
<td>$32.60/hr</td>
<td>$33.32/hr</td>
<td>$34.04/hr</td>
<td>$34.76/hr</td>
<td>$35.48/hr</td>
<td>n/a</td>
</tr>
<tr>
<td>Supervision and Support</td>
<td>$1.11/hr</td>
<td>$1.11/hr</td>
<td>$1.11/hr</td>
<td>$1.11/hr</td>
<td>$1.11/hr</td>
<td>$1.11/hr</td>
<td>$1.11/hr</td>
<td>$1.11/hr</td>
<td>$1.11/hr</td>
<td>$1.11/hr</td>
<td>$1.11/hr</td>
<td>$1.11/hr</td>
<td>$1.11/hr</td>
<td>$1.11/hr</td>
<td>n/a</td>
</tr>
<tr>
<td>Admin Overheads</td>
<td>$0.56/hr</td>
<td>$0.56/hr</td>
<td>$0.56/hr</td>
<td>$0.56/hr</td>
<td>$0.56/hr</td>
<td>$0.56/hr</td>
<td>$0.56/hr</td>
<td>$0.56/hr</td>
<td>$0.56/hr</td>
<td>$0.56/hr</td>
<td>$0.56/hr</td>
<td>$0.56/hr</td>
<td>$0.56/hr</td>
<td>$0.56/hr</td>
<td>n/a</td>
</tr>
<tr>
<td>Profit</td>
<td>$5.00/hr</td>
<td>$5.00/hr</td>
<td>$5.00/hr</td>
<td>$5.00/hr</td>
<td>$5.00/hr</td>
<td>$5.00/hr</td>
<td>$5.00/hr</td>
<td>$5.00/hr</td>
<td>$5.00/hr</td>
<td>$5.00/hr</td>
<td>$5.00/hr</td>
<td>$5.00/hr</td>
<td>$5.00/hr</td>
<td>$5.00/hr</td>
<td>n/a</td>
</tr>
<tr>
<td>Total All Inclusive Hourly Rate</td>
<td>$38.67/hr</td>
<td>$39.48/hr</td>
<td>$40.29/hr</td>
<td>$41.10/hr</td>
<td>$41.91/hr</td>
<td>$42.72/hr</td>
<td>$43.53/hr</td>
<td>$38.84/hr</td>
<td>$39.65/hr</td>
<td>$40.36/hr</td>
<td>$41.07/hr</td>
<td>$41.79/hr</td>
<td>$42.51/hr</td>
<td>$43.23/hr</td>
<td>n/a</td>
</tr>
</tbody>
</table>

* It is understood that support resources marked with an asterisk shall be provided in accordance with resource allowance tables in Schedule B, SECTION 11.

Statutory Costs include: Workers Compensation, FICA/Medicare/Taxes, Federal and State Unemployment, etc.

Total BIEW Costs based on Gross Pay are union benefits based on total gross pay. Examples include NEAT, NEBP, NEIF, OSHA Trust Fund, etc.

Total BIEW Costs based on Hours Worked are union benefits based on hourly pay or per hour worked. Examples include MELCAF, NLGCC, LMCC, Insurance Fund, Pension Fund, Unemployment Fund, etc.

Supervision and Support covers all on-site Management including Field Supervision.

Administrative Overheads covers all back office Management and support.

Other Costs is an additional category that the vendor may utilize in the event that a cost could not be categorized by any of the other categories.

The Vendor should include a description of Other Costs in the cover letter that accompanies their submission of proposed rates.
<table>
<thead>
<tr>
<th></th>
<th>Straight Time</th>
<th>PREMIUM TIME (1.5X)</th>
<th>PREMIUM TIME (2X or 2.5X)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BEW Costs</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Base Rate</td>
<td>Rate</td>
<td>Base Rate</td>
</tr>
<tr>
<td></td>
<td>$/hr</td>
<td>$/hr</td>
<td>$/hr</td>
</tr>
<tr>
<td></td>
<td>Rate</td>
<td></td>
<td>Rate</td>
</tr>
<tr>
<td></td>
<td>$/hr</td>
<td></td>
<td>$/hr</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th><strong>Total BEW Costs</strong></th>
<th><strong>Total BEW Costs</strong></th>
<th><strong>Total BEW Costs</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Costs based on Gross Pay</td>
<td>Costs based on Gross Pay</td>
<td>Costs based on Gross Pay</td>
</tr>
<tr>
<td></td>
<td>$/hr</td>
<td>$/hr</td>
<td>$/hr</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th><strong>Supervision and Support</strong></th>
<th><strong>Other Costs</strong></th>
<th><strong>Administrative Overheads</strong></th>
<th><strong>Profits</strong></th>
<th><strong>Total - All Inclusive Hourly Rate</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$/hr</td>
<td>$/hr</td>
<td>$/hr</td>
<td>$/hr</td>
<td>$/hr</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* It is understood that support resources marked with an asterisk shall be provided in accordance with resource allowance tables in Schedule B, SECTION 11.

Salary Costs include: Workers Computation, FICA/Medicare/Taxes, Federal and State Unemployment, etc.

Total BEW Costs based on Gross Pay are union benefits based on total / gross pay. Examples include NEAT, MEBF, HBIF, OSHA Trust Fund, etc.

Total BEW Costs based on Hours Worked are union benefits based on hourly pay or per hour worked. Examples include HELCAF, RMACC, BMECC, Insurance Fund, Pension Fund, Market Recovery Fund, etc.

Supervision and Support covers all on-site Management including Field Supervision.

Administrative Overheads covers all back office Management and support.

Other Costs is an additional category that the vendor may utilize in the event that a cost could not be categorized by any of the other categories.

The Vendor should include a description of Other Costs in the cover letter that accompanies their submission of proposed rates.
### Company Name: Power Line Contractors, Inc.

Schedule of Hourly Wages - ISAW 1240 (New York)
Rates and Fringe Benefits for the period May 3, 2014 - May 2, 2015

### Table: Hourly Wage Schedule

<table>
<thead>
<tr>
<th>Base Rate</th>
<th>Statutory Costs</th>
<th>Total IBEW Costs based on Gross Pay</th>
<th>Total IBEW Costs based on Hours Worked</th>
<th>Supervision and Support</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>($/hr)</td>
<td>($/hr)</td>
<td>($/hr)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*It is understood that support resources marked with an asterisk shall be provided in accordance with resource allowance tables in Schedule B, SECTION 11.

Statutory Costs include: Workers Compensation, FICA/Medicare/Taxes, Federal and State Unemployment, etc.

Total IBEW Costs based on Gross Pay are union benefits based on gross pay. Examples include NEAT, NBRF, NEIF, OSHA Trust Fund, etc.

Total IBEW Costs based on Hours Worked are union benefits based on hourly pay or per hour worked. Examples include NELCAF, NLCC, LMCC, Insurance Fund, Pension Fund, Market Recovery Fund, etc.

Supervision and Support covers all off-site management including Field Supervision.

Administrative Overheads covers all back office management and support.

Other Costs is an additional category that the vendor may utilize in the event that a cost could not be categorized by any of the other categories.

The Vendor should include a description of Other Costs in the cover letter that accompanies their submission of proposed rates.
SCHEDULE D-2

Equipment Rates
# National Grid Equipment Rate Sheet for Emergency Restoration

**Contractor:** Power Line Contractors, INC

<table>
<thead>
<tr>
<th>Type of Equipment</th>
<th>Subset of Type</th>
<th>Unit Description</th>
<th>Notes</th>
<th>Example</th>
<th>Hourly Rate*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transport</td>
<td>Passenger</td>
<td>Passenger Vehicle, 1/2 Ton Pickup and SUVs</td>
<td>Carries personnel and limited utilities</td>
<td>Corolla, Ford F150</td>
<td>$900</td>
</tr>
<tr>
<td>Transport</td>
<td>Passenger</td>
<td>3/4 Ton Pickup</td>
<td>Carries between 4.5 tons, tools, basic tools</td>
<td>Ford F-250, F-150</td>
<td>$750</td>
</tr>
<tr>
<td>Transport</td>
<td>Passenger</td>
<td>1-1/2 Ton Pick Up</td>
<td>Dual Wheel with the rear axle rated as a &quot;dually&quot;</td>
<td>Ford F-350, F-250</td>
<td>$800</td>
</tr>
<tr>
<td>Transport</td>
<td>Passenger</td>
<td>Pows (Pick up trucks)</td>
<td>Pick up trucks with poles and/or Sanders for roads/paths</td>
<td>Ford F-350, F-350 (Pow and Sanders)</td>
<td>$1000</td>
</tr>
<tr>
<td>Transport</td>
<td>Passenger</td>
<td>Tool Truck</td>
<td>Construction vehicle to hold tools required for a job</td>
<td>CAD</td>
<td>$1500</td>
</tr>
<tr>
<td>Transport</td>
<td>Passenger</td>
<td>Electrician’s Van</td>
<td>Full equipped vehicles with equipment’s tools</td>
<td>LGV</td>
<td>$2000</td>
</tr>
<tr>
<td>Transport</td>
<td>Passenger</td>
<td>Mechanics’ Truck</td>
<td>Complete with equipment for fixing other vehicles</td>
<td>LGV</td>
<td>$2000</td>
</tr>
<tr>
<td>Transport</td>
<td>Trailer</td>
<td>Hot Stick Trailer (&lt;115 kV)</td>
<td>A single wire puller, able to pull wire at distances up to 10,000 feet</td>
<td>Wagner Smith 1DP 99</td>
<td>$3000</td>
</tr>
<tr>
<td>Transport</td>
<td>Trailer</td>
<td>Hot Stick Trailer (1-136-161 kV)</td>
<td>A single wire puller with 4 drums, allowing for new segments of wire to be pulled across at once, with a maximum of 6000 lbs.</td>
<td>Wagner Smith 1DP 75</td>
<td>$3500</td>
</tr>
<tr>
<td>Transport</td>
<td>Trailer</td>
<td>Wire Puller Trailer (345 kV)</td>
<td>A single wire puller with 4 drums, allowing for new segments of wire to be pulled across at once, able to pull over 6000 lbs total.</td>
<td>Wagner Smith T-VBWPT 340-72</td>
<td>$4000</td>
</tr>
<tr>
<td>Transport</td>
<td>Trailer</td>
<td>Wire Pulfer</td>
<td>Single wire puller, able to pull wire at distances up to 10,000 feet, with only one drum so only one wire will be pulled at once.</td>
<td>Smith 1DP 99</td>
<td>$4000</td>
</tr>
<tr>
<td>Transport</td>
<td>Trailer</td>
<td>Wire Pulfer Four Drum</td>
<td>A single wire puller with 4 drums, allowing for new segments of wire to be pulled across at once, with a maximum of 6000 lbs.</td>
<td>Wagner Smith 1DP 75</td>
<td>$4500</td>
</tr>
<tr>
<td>Transport</td>
<td>Trailer</td>
<td>Wire Pulfer Four Drum above 6000 lbs</td>
<td>A single wire puller with 4 drums, allowing for new segments of wire to be pulled across at once, able to pull over 6000 lbs total.</td>
<td>Wagner Smith T-VBWPT 340-72</td>
<td>$5000</td>
</tr>
<tr>
<td>Transport</td>
<td>Trailer</td>
<td>Wire Pulfer / Tensioner V-Groove puller</td>
<td>Allows you to pull old conductor with new conductor, this varies from the other pullers, old wire is able to be pulled out while the new one is pulled in</td>
<td>Smith 1DP 99</td>
<td>$5500</td>
</tr>
<tr>
<td>Transport</td>
<td>Trailer</td>
<td>Wire Pulfer - Hand line wire - single</td>
<td>A wire pulfer for a much heavier grade of wire than a standard pulfer.</td>
<td>Smith 1DP 99</td>
<td>$6000</td>
</tr>
<tr>
<td>Transport</td>
<td>Trailer</td>
<td>Wire Pulfer - Hand line wire - 3 Drum</td>
<td>A wire pulfer with 3 drums to pull 3 wires at the same time, but in a heavier grade of wire than the standard wire pulfer.</td>
<td>Smith 1DP 99</td>
<td>$6500</td>
</tr>
<tr>
<td>Transport</td>
<td>Trailer</td>
<td>Wire / Cable Reel Trailer - Single arbor bar</td>
<td>Trailer with drums to wind up cable or wire, the arbors allow the wire to be reeled in a different way and in different quantities.</td>
<td>Smith 1DP 99</td>
<td>$7000</td>
</tr>
<tr>
<td>Transport</td>
<td>Trailer</td>
<td>Wire / Cable Reel Trailer - Double arbor bar</td>
<td>Trailer with drums to wind up cable or wire, the arbors allow the wire to be reeled in a different way and in different quantities.</td>
<td>Smith 1DP 99</td>
<td>$7500</td>
</tr>
<tr>
<td>Transport</td>
<td>Trailer</td>
<td>Wire / Cable Reel Trailer - Triple arbor bar</td>
<td>Trailer with drums to wind up cable or wire, the arbors allow the wire to be reeled in a different way and in different quantities.</td>
<td>Smith 1DP 99</td>
<td>$8000</td>
</tr>
<tr>
<td>Transport</td>
<td>Trailer</td>
<td>Wire / Cable Reel Trailer - Four arbor bar</td>
<td>Trailer with drums to wind up cable or wire, the arbors allow the wire to be reeled in a different way and in different quantities.</td>
<td>Smith 1DP 99</td>
<td>$8500</td>
</tr>
<tr>
<td>Transport</td>
<td>Trailer</td>
<td>Wire / Cable Reel Trailer - Self winding</td>
<td>Self-winding cable reel used to retract cable automatically.</td>
<td>Smith 1DP 99</td>
<td>$9000</td>
</tr>
<tr>
<td>Aerial Lifts</td>
<td>Booms</td>
<td>Bucket Truck, Non-Metallic Handler</td>
<td>Personal and materials lift, could have an additional grapple to hold equipment when doing work off the ground.</td>
<td>Non-Metallic Handler</td>
<td>$10000</td>
</tr>
<tr>
<td>Aerial Lifts</td>
<td>Booms</td>
<td>Bucket Truck, Non-Metallic Handler</td>
<td>Personal and materials lift, could have an additional grapple to hold equipment when doing work off the ground.</td>
<td>Non-Metallic Handler</td>
<td>$10000</td>
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<td>Non-Metallic Handler</td>
<td>$10000</td>
</tr>
<tr>
<td>Excavator</td>
<td>Digger Derrick</td>
<td>Digger Derrick 47-4X2</td>
<td>Digger Derrick truck with auger, this one is 2-wheel drive, used for front end and side road digging.</td>
<td>Skytrak Super4000</td>
<td>$12000</td>
</tr>
<tr>
<td>Excavator</td>
<td>Digger Derrick</td>
<td>Digger Derrick 47-4X4</td>
<td>Digger Derrick truck with auger, this one is 4-wheel drive, used for front end and side road digging.</td>
<td>Skytrak Super4000</td>
<td>$12000</td>
</tr>
<tr>
<td>Excavator</td>
<td>Digger Derrick</td>
<td>Digger Derrick 47-4X4</td>
<td>Digger Derrick truck with auger, this one is 4-wheel drive, used for front end and side road digging.</td>
<td>Skytrak Super4000</td>
<td>$12000</td>
</tr>
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<td>Skytrak Super4000</td>
<td>$12000</td>
</tr>
</tbody>
</table>

* *Any standby rate or additional equipment will be based on Schedule B-1, Section 11.*
SCHEDULE E

INSURANCE

Annually the Contractor is to submit a current Certificate of Insurance documenting the coverages as specified in Terms and Conditions 750, Article 13.