

**BLANKET CONTRACT AND
PURCHASE ORDER**

BETWEEN

NATIONAL GRID USA SERVICE COMPANY, INC

AND

**Allan Briteway Electrical Contractors Inc
130 Algonquin Parkway
Whippany, NJ 07981**

FOR

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

PO No. 0000155133

PO No. 681301

July 1, 2012

AGREEMENT

THIS AGREEMENT ("Agreement" or "Contract") is made and entered into on this 1st day of July, 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, Granite State Electric Company, Niagara Mohawk Power Corporation, and National Grid Electric Services, LLC**, (hereinafter collectively the "COMPANIES" and individually the "Company") ("Owner"), and Allan Briteway Electrical Contractors ("Contractor"), a corporation organized and existing under the laws of the State New Jersey, with its principal place of business at 130 Algonquin Parkway, Whippany, NJ 07981 (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
PO #0000155133 & PO# 681301**

ARTICLE 1 - SCOPE OF WORK

- 1.1 The Contractor hereby agrees to provide all materials, 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
- 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 is commence services on or about July 1, 2012 and 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

- 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.

- 6.4 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.

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

Send Original Invoice to: If Transmission	If Distribution
<i>{cite the specific, appropriate company}</i>	<i>{cite the specific, appropriate company}</i>
New England Power Company Granite State Electric Company Massachusetts Electric Company Nantucket Electric Company The Narragansett Electric Company New England Power Company Niagara Mohawk Power Corporation	New England Power Company Granite State Electric Company Massachusetts Electric Company Nantucket Electric Company The Narragansett Electric Company New England Power Company Niagara Mohawk Power Corporation
Accounts Payable Dept.- Building C-1	Accounts Payable Dept.- Building C-1
300 Erie Boulevard West	300 Erie Boulevard West
Syracuse, NY 13202	Syracuse, NY 13202
ATTN: Danielle Hilton PO# 0000151133	ATTN: Leonard Dietrich PO# 0000151133

6.4.2 Work performed on Long Island/metro NY for the Owner shall be separately mailed as follows:

Send Original Invoice to:
National Grid Electric Services, LLC

Accounts Payable, C-1
Department K

300 Erie Boulevard West

Syracuse, NY 13202

Attn: Ronald Kenehan
PO# 681301

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

ARTICLE 7 - NOTICES

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

Contractor:
Allan Briteway Electrical
Contractors

130 Algonquin Parkway
Whippany, NJ 07981

Attn: William Brown

Owner:
Michael Occhipinti, Jr.

National Grid Global Procurement
Department

175 East Old County Road
Hicksville, 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.

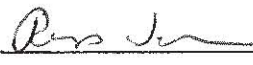
8.2 The rights and obligations of each Affiliate utilizing or purchasing Services from Contractor under this agreement are several and not joint; to the extent any Affiliate is liable in connection herewith, such liability shall be borne only by that Affiliate for which the specific services giving rise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

**Allan Briteway Electrical Contractors
COMPANY, INC.:**

NATIONAL GRID USA SERVICE

By: 
William Brown

By: 
Ross Turrini

Title: President

Title: Vice President, US Procurement

Date: 4-12-2012

Date: 7/19/2012

Schedule "A"
Special Conditions & General Pricing Guidelines

Attached to RFP

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

Attached


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.

Contractor: Allan Briteway Electrical Contractors

By: William Brown, President

Signed: 

Address: 130 Algonquin Parkway
Whippany New Jersey 07981

Date: 4-12-2012

Reference Terms and Conditions Document No.
00700

Revision Date 05/05/11

**Schedule "C"
Work Authorization**

Attached to RFP

Schedule "D"
Price Schedules

Attached

Contractor (name)	Union #	Classification	Straight Time	OT Premium Only	PT Premium Only	Billable Rate OT Overtime	Billable Rate PT Premium Time
Allan Briteway	104	APPRENTICE PERIOD 1					
Allan Briteway	104	APPRENTICE PERIOD 2					
Allan Briteway	104	APPRENTICE PERIOD 3					
Allan Briteway	104	APPRENTICE PERIOD 4					
Allan Briteway	104	APPRENTICE PERIOD 5					
Allan Briteway	104	APPRENTICE PERIOD 6					
Allan Briteway	104	APPRENTICE PERIOD 7					
Allan Briteway	104	CABLEMAN					
Allan Briteway	104	DRIVER GROUNDMAN CDL					
Allan Briteway	104	EQUIPMENT OPERATOR A					
Allan Briteway	104	EQUIPMENT OPERATOR B					
Allan Briteway	104	FLAGMAN					
Allan Briteway	104	FOREMAN					
Allan Briteway	104	GENERAL FOREMAN					
Allan Briteway	104	GROUNDMAN					
Allan Briteway	104	INEXPERIENCED DRIVER GROUNDMAN					
Allan Briteway	104	JOURNEYMAN LINEMAN					
Allan Briteway	104	LEAD LINEMAN					
Allan Briteway	104	MATERIAL PERSON					
Allan Briteway	104	MECHANIC					
Allan Briteway	104	SAFETY PERSON					
Allan Briteway	1049	APPRENTICE PERIOD 1					
Allan Briteway	1049	APPRENTICE PERIOD 2					
Allan Briteway	1049	APPRENTICE PERIOD 3					
Allan Briteway	1049	APPRENTICE PERIOD 4					
Allan Briteway	1049	APPRENTICE PERIOD 5					
Allan Briteway	1049	APPRENTICE PERIOD 6					
Allan Briteway	1049	APPRENTICE PERIOD 7					
Allan Briteway	1049	EQUIPMENT OPERATOR					
Allan Briteway	1049	FLAGMAN					
Allan Briteway	1049	GENERAL FOREMAN					
Allan Briteway	1049	GROUNDMAN					
Allan Briteway	1049	JOURNEYMAN LINEMAN					
Allan Briteway	1049	MATERIAL PERSON					
Allan Briteway	1049	MECHANIC					
Allan Briteway	1049	SAFETY PERSON					
Allan Briteway	1049	WORKING FOREMAN					
Allan Briteway	1249	APPRENTICE PERIOD 1					
Allan Briteway	1249	APPRENTICE PERIOD 2					
Allan Briteway	1249	APPRENTICE PERIOD 3					
Allan Briteway	1249	APPRENTICE PERIOD 4					
Allan Briteway	1249	APPRENTICE PERIOD 5					
Allan Briteway	1249	APPRENTICE PERIOD 6					
Allan Briteway	1249	APPRENTICE PERIOD 7					
Allan Briteway	1249	FLAGMAN					
Allan Briteway	1249	GENERAL FOREMAN					
Allan Briteway	1249	GROUNDMAN					
Allan Briteway	1249	GROUNDMAN DIGGING MACHINE OPERATOR					
Allan Briteway	1249	GROUNDMAN TRUCK DRIVER (TT YEO W/CDL A					
Allan Briteway	1249	GROUNDMAN TRUCK DRIVER / EO W/CDL B					
Allan Briteway	1249	JOURNEYMAN LINEMAN					
Allan Briteway	1249	MATERIAL PERSON					
Allan Briteway	1249	MECHANIC FIRST CLASS					
Allan Briteway	1249	SAFETY PERSON					
Allan Briteway	1249	WORKING FOREMAN					

Contractor Name	EQUIPMENT	Hourly Rate
Allan Briteway Electrical Contractors	4 wheel pick up 1 ton crew cab	\$
Allan Briteway Electrical Contractors	4 Wheel Pick Up, 3/4 ton	\$
Allan Briteway Electrical Contractors	4 Wheel Pick Up, 3/4 ton crew cab	\$
Allan Briteway Electrical Contractors	60 ft 6x6 digger	\$
Allan Briteway Electrical Contractors	60 ft digger 6x4	\$
Allan Briteway Electrical Contractors	60 ft digger derrick track	\$
Allan Briteway Electrical Contractors	65 ft 6x6 digger	\$
Allan Briteway Electrical Contractors	80 ft digger derrick 4x4	\$
Allan Briteway Electrical Contractors	80 ft track digger derrick	\$
Allan Briteway Electrical Contractors	argo	\$
Allan Briteway Electrical Contractors	atv 4x4	\$
Allan Briteway Electrical Contractors	Back Yard Mini-derrick (combo bucket and digger)	\$
Allan Briteway Electrical Contractors	backhoe 4x4	\$
Allan Briteway Electrical Contractors	backhoe/loader	\$
Allan Briteway Electrical Contractors	boom truck 15 ton	\$
Allan Briteway Electrical Contractors	Bucket Truck 100-105 6x6	\$
Allan Briteway Electrical Contractors	Bucket truck 36-55 2x2	\$
Allan Briteway Electrical Contractors	bucket truck 50 -70 ft	\$
Allan Briteway Electrical Contractors	Bucket truck 50 ft 4x4	\$
Allan Briteway Electrical Contractors	Bucket truck 55-60 4x4	\$
Allan Briteway Electrical Contractors	Bucket Truck 75-100	\$
Allan Briteway Electrical Contractors	Bucket Truck 95 6x6	\$
Allan Briteway Electrical Contractors	bucket truck with material handler - 48 ft	\$
Allan Briteway Electrical Contractors	bucket truck with material handler - 50 -65 ft	\$
Allan Briteway Electrical Contractors	bulldozer	\$
Allan Briteway Electrical Contractors	crane 38 ton	\$
Allan Briteway Electrical Contractors	excavator	\$
Allan Briteway Electrical Contractors	Flat bed with winch	\$
Allan Briteway Electrical Contractors	large dump truck > 10 yd	\$
Allan Briteway Electrical Contractors	pole trailer	\$
Allan Briteway Electrical Contractors	puller single	\$
Allan Briteway Electrical Contractors	puller v groove	\$
Allan Briteway Electrical Contractors	reel trailer - tensioner	\$
Allan Briteway Electrical Contractors	small dump truck < 10 yd	\$
Allan Briteway Electrical Contractors	tensioner large	\$
Allan Briteway Electrical Contractors	tensioner small	\$
Allan Briteway Electrical Contractors	track bucket with 100 ft	\$
Allan Briteway Electrical Contractors	track bucket with 125 ft	\$
Allan Briteway Electrical Contractors	track bucket with 55 ft material handler	\$
Allan Briteway Electrical Contractors	track bucket with dump	\$
Allan Briteway Electrical Contractors	wire trailer	\$

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

Submitted through ISNetworld

Schedule "F"
Environmental Requirements
(latest revision)

Submitted through ISNetworld

Schedule "G"
Contractor's Certificate of Insurance

Attached

Schedule "H"
Engineering {Transmission and Distribution} Standards

To Be Provided at Time of Work