



AGREEMENT

BETWEEN

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

AND

Sparks Energy, Inc.

FOR

**OVERHEAD LINE EMERGENCY RESTORATION SERVICES
Transmission & Distribution Blanket Agreement**

ASSOCIATED SAP № 4400008311

* 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 15, 2020



Blanket Agreement

THIS AGREEMENT made and entered into effective 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 **Sparks Energy, Inc.** ("Contractor"), having its office and principal place of business at 1370 Kirby Bridge Road, Danville, AL 35619, collectively the Parties for the Services identified hereafter as:

New York and New England Overhead Line Emergency Restoration Services Transmission & Distribution SAP Contract № 4400008311

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 Form 00750 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

Overhead Line Emergency Restoration Services Agreement

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 B § 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 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
 2. Schedule A, Terms and Conditions for Overhead Line Emergency Restoration Services 750, Rev. March 2, 2020
 3. Schedule B, OHLERS Contract Specifications
 4. Schedule C, Price Schedules
 5. Schedule D, 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
 6. Schedule E, Compliance Affidavit – Compliance with U.S. Department of Transportation Regulations 49 CFR Parts 40, 199 & 382

7. Schedule F, Contractor's Certificate of Insurance

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 the Owner's ISNetworld 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 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.

2.4 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 N. 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 Agreement shall become effective when the Agreement 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 shall remain valid through March 31, 2024.
- 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 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

Overhead Line Emergency Restoration Services Agreement

- 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 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 № 4400008311
- 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

Overhead Line Emergency Restoration Services Agreement

- 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:

For the Owner:

Ottis Sparks
President
Sparks Energy, Inc
1370 Kirby Bridge Rd
Danville, AL 356019
jsparks@sparksinc.com

Matt Bieber
Category Manager, OHL Services
National Grid
40 Sylvan Road
Waltham, MA 02451
Matthew.Bieber@nationalgrid.com

- 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:

Avia Levin
Storm Program Manager
National Grid
40 Sylvan Road
Waltham, MA 02451
Avia.Levin@nationalgrid.com

- 8.3 If an authorized field change, a copy of any such notice shall also be given to the Overhead Line Emergency Restoration Services Agreement

appropriate Owner's Field Representative (Schedule B, RCS) supervising the Work.

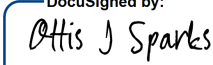
ARTICLE 9 - ENTIRE AGREEMENT

- 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 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.

Sparks Energy, Inc

National Grid USA Service Company

DocuSigned by:

 Signature _____
772001EFB9C5441...

DocuSigned by:

 Signature _____
8050B5B79E7C45E...

Name Ottis J Sparks

Name Matthew Bieber

Title President

Title Category Manager

Date 17 September 2020 | 9:13 AM PDT

Date 22 September 2020 | 12:09 PM EDT

SCHEDULE A

750 Form Emergency Construction Terms and Conditions rev. March 2, 2020



SCHEDULE B

Overhead Line Emergency Restoration Services Specification

Overhead Line Emergency Restoration Services Specification



**Contracts & Commercial
Contract Strategy**

SCHEDULE C

Price Schedules

National Grid Equipment Rate Sheet for Emergency Restoration

Sparks Energy Inc.

Per Schedule B, Section 13.2.2, equipment rates are effective until September 1, 2021 and then adjusted by 2%

Unit Code	Type of Equipment	Subset of Type	Unit Description	Notes	Example	Hourly Rate*
TP1	Transport	Passenger	Passenger Vehicle, 1/2 Ton Pickup and SUV's	Carries personnel and limited utilities	Corolla, Ford F150	
TP2	Transport	Passenger	3/4 Ton Pickup/ 1 Ton Pickup	Carries between 4-5 Resources, tools, bags, hats	Ford F250-F350	
TP3	Transport	Passenger	1-2 Ton Pick Up	Dual Wheels on the rear axle referred to as a "Dually"	Ford F450-F750	
TP4	Transport	Passenger	Plows (Pick up trucks)	Pick up trucks with plows and/or sanders for roads/walkways	Ford F250-F350 (Plow and Sander)	
TP5	Transport	Passenger	Tool Truck	Construction vehicle to hold tools required for a job	C4500	
TP6	Transport	Passenger	Electrician's Van	Full equipped vehicles with electrician's tools	E350	
TP7	Transport	Passenger	Mechanic's Truck	Complete with equipment for fixing other vehicles	F550	
TT1	Transport	Trailer	Hot Stick Trailer (<115 kV)	<115 kV Tools Included, looks similar to a "Pop-up camper" or box trailer with slots for each Hot Stick. (Hot stick used to touch and manipulate live wires)		
TT2	Transport	Trailer	Hot Stick Trailer (138-161 kV)	138-161 kV Tools Included, looks similar to a "Pop-up camper" or box trailer with slots for each Hot Stick. (Hot stick used to touch and manipulate live wires)		
TT3	Transport	Trailer	Hot Stick Trailer (345 kV)	345 kV Tools Included, looks similar to a "Pop-up camper" with slots for each Hot Stick. (Hot stick used to touch and manipulate live wires)		
TT4	Transport	Trailer	Wire Puller Less than 10,000 lbs (Single Drum)	Single wire puller, able to pull wire across distances up to 10,000 pounds, there is only one drum so only one wire will be pulled across at once.	Wagner Smith 1DPT 90	
TT5	Transport	Trailer	Wire Puller Four Drum 6000 lbs or less	A single wire puller with 4 drums, allowing for 4 new segments of wire to be pulled across at once, with a maximum of 6000 lbs	Wagner Smith 4DPT 36	
TT6	Transport	Trailer	Wire Puller Four Drum above 6000 lbs	A single wire puller with 4 drums, allowing for 4 new segments of wire to be pulled across at once, able to pull over 6000 lbs total.	Wagner Smith 4DPT 75	
TT7	Transport	Trailer	Wire Puller / Tensioner V-Groove puller	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.	Wagner Smith T-VBWPT-340-72	
TT8	Transport	Trailer	Wire Puller- Hard line wire- single	A wire puller for a much heavier grade of wire than a standard puller.		
TT9	Transport	Trailer	Wire Puller- Hard line wire- 3 Drum	A wire puller with 3 drums to pull 3 wires across at the same time, but in a heavier grade of wire than the standard wire pullers.		
TT10	Transport	Trailer	Wire / Cable Reel Trailer - Single arbor bar	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.		
TT11	Transport	Trailer	Wire / Cable Reel Trailer - Dual arbor bar			
TT12	Transport	Trailer	Wire / Cable Reel Trailer- Triple arbor bar			
TT13	Transport	Trailer	Wire / Cable Reel Trailer- Four arbor bar			
TT14	Transport	Trailer	Wire / Cable Reel Trailer - Self winding	A self-winding cable reel used to retract cable automatically	Hogg Davis Hydra 985, Altec AD-108	
TT15	Transport	Trailer	Cargo Trailer (Single Axle)	Transport and store materials and tools, enclosed	Wells Cargo, Haulmark	
TT16	Transport	Trailer	Cargo Trailer (double axle)	Transport and store materials and tools, enclosed	Wells Cargo, Haulmark	
TT17	Transport	Trailer	Pole Trailer single	Hitch attachment, attached to top of pole.	Pole dinky	
TT18	Transport	Trailer	Pole Trailer multiple	Holds multiple poles. Can be extendable or non-extendable.	Sauber	
TT19	Transport	Trailers	3- Axle Flat Bed	Different than reg 3-axle, this one made to tow behind a digger, will not be a 5th wheel trailer.	Trailenze	
TH1	Transport	Hauling	Stakerack Body	1-2 ton capacity, flatbed pickup truck with removable fencing around the edges.	F450	
AB1	Aerial Lifts	Buckets	50' Bucket Truck	Non-Material Handler		
AB2	Aerial Lifts	Buckets	55' Bucket Truck	Non-Material Handler		
AB3	Aerial Lifts	Buckets	60' Bucket Truck	Non-Material Handler		
AB4	Aerial Lifts	Buckets	65-70' Bucket Truck	Non-Material Handler		
AB5	Aerial Lifts	Buckets	50' Bucket Truck - Material Handler	Personnel and materials lift, could have an additional grapple to hold equipment when doing work off the ground.		
AB6	Aerial Lifts	Buckets	55' Bucket Truck- Material Handler	Personnel and materials lift, could have an additional grapple to hold equipment when doing work off the ground.		
AB7	Aerial Lifts	Buckets	60' Bucket Truck Material Handler	Personnel and materials lift, could have an additional grapple to hold equipment when doing work off the ground.		
AB8	Aerial Lifts	Buckets	65-70' Bucket Truck - Material Handler	Personnel and materials lift, could have an additional grapple to hold equipment when doing work off the ground.		
ED1	Excavation	Digger Derrick	Digger Derrick 47' 4X2	Digger Derrick truck with auger, this one is 2-wheel drive, used for side road and lighter duty.		
ED2	Excavation	Digger Derrick	Digger Derrick 47' 4X4 / Track	Digger Derrick truck with auger, 4x4 or Track equipment for offroading heavier duty material		
ED3	Excavation	Digger Derrick	Digger Derrick Backyard Machine	Backyard diggers to drill holes into the ground, could be used for fence post.	Skylift Super6000	
TG1	Tools	Generators	0-10 kW (max 600 V)	Portable, gasoline powered, price to include fuel		
TL1	Tools	Light Plants	Medium - Light Tower 6KW or below	Small towbehind light plant with generator on board, lights are raised from the trailer to give light to worksite.	Magnum 6KW	
TTC1	Tools	Traffic Control	Cones	Orange work zone cones (preferably with reflectorized tape)		
TH1	Tools	Hand Tools	Chain Saw	Saw used to cut wood, hand held equipment	Stihl MS441	
TH2	Tools	Hand Tools	Crimper	Used to pinch metal connectors onto another piece of metal or other material.	Greenlee gator	
TH3	Tools	Hand Tools	Jack Hammer up to 90 lbs / hand held rock drill	Hand held hammer with pick used to break concrete or asphalt		
TH4	Tools	Hand Tools	Pump 3" or smaller	Small water pump to remove or bring water to a certain area		
TH5	Tools	Hand Tools	60 Ton Press	includes pumps, hoses and dies		
TA1	Tools	Access	Matting	standard fiber or HDPE panel mat for vehicle support on lawns or ROW - price per mat unit, furnish, install & remove	e.g., DuraDeck® or AltumaMATS®	

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

SCHEDULE D

Overhead Line Emergency Restoration Services Agreement

Attachment B-1 – National Grid Requirements for Contractor Employee Background Check & Contractor Compliance Statement (for National Grid Level 1 Baseline Requirements Only) 05-31-17

The entity or entities engaged or to be engaged under this contract to perform services for National Grid are alluded to in this document as “Contractor.” The individuals who will perform work for National Grid under this contract, including employees, principals, sole proprietors, and contingent staff provided by the Contractor, are referred to as “Contractor Employees.”

Contractor must be able to evidence to National Grid or its agent that it has verified Contractor Employees’ identities and that all Contractor Employees are legally eligible to work in the country where the work is to be performed. National Grid requires that U.S. Contractors complete a Consent Based Social Security Number Verification (CBSV) on their Contractor Employees and match the results with other identification documents provided by their employees during their hiring practices. This represents a minimum background check requirement. Additional requirements may be deemed appropriate by National Grid or the Contractor or may be required by law, regulation, or other bodies having jurisdiction over the work of the Contractor. These background checks must be completed for all Contractor Employees before they begin work under the contract, whether brought on at the outset of a contract or at any other point in the contract term. If it is determined at any time that a Contractor Employee does not meet the background requirements or has falsified a document that is or was part of the background check, Contractor shall notify National Grid Security immediately. National Grid Security will determine if the Contractor Employee must be removed from the work and will notify Contractor in writing of its determination. Contractor must maintain a record of all background checks and correspondence with National Grid regarding background checks performed during the term of the contract and shall provide confirmation to National Grid upon request that the necessary background checks were performed and there were no adverse results. Upon reasonable notice, National Grid may perform an audit of Contractor’s background check records, background check program and all supporting documents concerning the background of any Contractor Employee performing work for National Grid should questions arise of character, veracity of previous employment and education, or allegations of criminal activity on the part of Contractor Employees or upon request from the National Grid business unit; provided that National Grid may be asked to sign an additional confidentiality agreement in form and substance reasonably satisfactory to Contractor. National Grid’s direct costs and the cost for any contracted audit services will be at the expense of National Grid. National Grid reserves the right to revise its requirements for Contractor Employee background checks during the contract term, which the Contractor must comply with. Any such revisions will be provided in writing. The Contractor may choose to not accept the revisions and renegotiate or terminate the contract.

SCHEDULE E

Overhead Line Emergency Restoration Services Agreement

CONTRACTOR COMPLIANCE AFFIDAVIT

Compliance with U.S. Department of Transportation Regulations 49 CFR PARTS 40, 199 & 382

Contractor shall comply with all state and federal drug and alcohol testing regulations applicable to operators of pipeline facilities and LNG storage facilities and contractors performing operating, maintenance or emergency-response functions thereon ("covered functions"), specifically those regulations codified in Title 49, Parts 199 and 40, et seq. of the Code of Federal Regulations. Contractor shall comply with all federal drug and alcohol testing regulations applicable to contractors performing FMCSA "safety-sensitive" functions specifically codified in Title 49, Parts 382 and 40, et seq. of the Code of Federal Regulations.

Contractor shall demonstrate such compliance by (i) submitting to National Grid's service agent The Transportation Advisor (TA Monitor) a copy of the written Anti-Drug/Alcohol Misuse Plan maintained and followed by Contractor pursuant to the regulations and all other data and information required to demonstrate compliance and (ii) submitting an affidavit to National Grid stating that all employees of Contractor performing safety sensitive functions for National Grid pursuant to this Agreement have passed a pre-employment drug test and are covered by a drug and alcohol program conforming to the requirements, and that any of the Contractor's employees or employees of subcontractors performing covered and/or safety sensitive functions for National Grid pursuant to this Agreement shall submit to required drug and alcohol tests to be conducted by Contractor or by National Grid.

Contractor shall allow National Grid and the appropriate state and federal authority's access to its property and records for the purpose of monitoring Contractor's compliance with federal drug and alcohol testing requirements.

Contractor shall also provide an education and training program regarding the effects and consequences of drug use and alcohol misuse as provided for in 49 CFR 199. The Contractor must provide National Grid's service agent TA with all required information. TA will provide each contractor with login credentials for reporting purposes. The Contractor shall ensure that any subcontractors engaged by the Contractor to perform both covered functions and safety sensitive functions are in compliance with the requirements.

National Grid's Service Agent for contractor monitoring:

The Transportation Advisor, Inc.

TA Monitor, P.O. Box 558

Palmer, MA 01069

Telephone (800) 608-8890

info@transadvisor.com

Contact: Lisa Murray Eileen Withers

The Contractor shall indemnify and hold the company harmless from any losses, damages, penalties (including but not limited to fines) or injuries including attorney's fees and expenses, suffered by the company due to the Contractor's non-compliance with these requirements.

Any question related to this contract provision should be directed to the National Grid Purchasing Agent.

SCHEDULE F

Overhead Line Emergency Restoration Services Agreement