

nationalgrid

AGREEMENT

CHANGE ORDER № 3

BETWEEN

**NATIONAL GRID USA SERVICE COMPANY, INC.
MASSACHUSETTS ELECTRIC COMPANY
NANTUCKET ELECTRIC COMPANY
NEW ENGLAND POWER COMPANY
NIAGARA MOHAWK POWER CORPORATION
THE NARRAGANSETT ELECTRIC COMPANY**

AND

**THREE PHASE LINE CONSTRUCTION, INC.
FARMINGTON, NH**

FOR

**WIRELESS ATTACHMENT PROGRAM
PRIMARY FOR NEW ENGLAND**

ASSOCIATED SAP № 4400000388*

* 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 referenced by the Contractor to cite for invoicing purposes. *

December 21, 2015

AGREEMENT
CHANGE ORDER No 3

This Agreement, made and entered into on the date when signed by the party signing last in time, by and between 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", "National Grid", and individually the "Company") ("Owner"), and **Three Phase Line Construction, Inc.** (Contractor), with its principal place of business at Box 18, 25 Main Street, Farmington, NH 03835 for the Work identified as:

3rd PARTY WIRELESS ATTACHMENT PROGRAM
PRIMARY FOR NEW ENGLAND
SAP Contract 440000388

WITNESSETH:

WHEREAS, the parties agree to amend the terms and conditions of the Agreement (or "Contract") previously entered into by the parties on June 8, 2009 as between and,

WHEREAS, the Contractor has provided Owner with services upon request in accordance with the Purchase Order and Owner has elected to accept conditions for those services effective as of the date of this Purchase Order Change No. 3.

NOW, THEREFORE, in consideration of the terms and conditions previously agreed to and additional considerations incorporated herein, the parties agree that the Purchase Order shall be amended as follows:

National Grid Corporate Services, LLC. shall cease to be a party to the Agreement.

ARTICLE 3 – TERM AND SCHEDULE

3.1 This Agreement shall be extended and continue in full force until April 30, 2016, or in accordance with the Terms and Conditions 0700 as originally issued.

ARTICLE 4 - CONTRACT PRICE

4.1 This remains a Time and Expense Blanket Contract. The applicable rates for this term are attached as a revised Schedule D.


CHANGE ORDER PROVISIONS:

1. In the event any article, phrase, provision, portion or part of the Agreement or Change Order 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. In the absence of Contractor's written acknowledgement of this Agreement Amendment № 3, performance of any part of the work shall be deemed to constitute Contractor's unqualified acceptance of all provisions of this Agreement Amendment № 3.
3. Contractor's signed acknowledgement of this Agreement Amendment № 3, 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.
4. Owner reserves the right to cancel this contract at any time and for any reason upon a 30 day written notification.
5. All other terms and conditions of the original agreement and all amendments thereto remain unchanged.

IN WITNESS WHEREOF, each party hereto has caused this Agreement Amendment to be executed by its duly authorized representative on the day and year set forth below.

Three Phase Line Construction, Inc.:

**National Grid USA Service Company, Inc.
Massachusetts Electric Company
Nantucket Electric Company
New England Power Company
Niagara Mohawk Power Corporation
The Narragansett Electric Company:**

By: 

By: 

Title: Steve Astleworth
Regional Manager

Title: Jarrett D. Regard
Senior Buyer, Overhead Line Services

Date: 12/22/15

Date: 12/23/2015

SCHEDULE D

Pricing Schedules, Labor and Equipment Rates

Effective January 1, 2016 to April 30, 2016



UNION 42 MA LABOR RATES

LABOR RATES EFFECTIVE THROUGH: 8/31/16*

Contractor Job Classifications	Straight Time / Hour	Time and a Half / Hour	Double Time / Hour
Apprentice 1			
Apprentice 2			
Apprentice 3			
Apprentice 4			
Apprentice 5			
Apprentice 6			
Apprentice 7			
Driver Groundman			
Equipment Operator			
Field Mechanic (HEO)			
Foreman			
General Foreman			
Groundman			
Heavy Equipment Operator			
Journeyman			
Lead Lineman			

Per Diem: \$ [REDACTED]

*Labor rates will be adjusted by the union on 9/1/16.

Please note: These rates do not apply to Storm restoration.



UNION 42 CT LABOR RATES

LABOR RATES EFFECTIVE THROUGH: 8/31/16*

Contractor Job Classifications	Straight Time / Hour	Time and a Half / Hour	Double Time / Hour
Apprentice 1			
Apprentice 2			
Apprentice 3			
Apprentice 4			
Apprentice 5			
Apprentice 6			
Apprentice 7			
Driver Groundman			
Equipment Operator			
Field Mechanic (HEO)			
Foreman			
General Foreman			
Groundman			
Heavy Equipment Operator			
Journeyman			
Lead Lineman			

Per Diem: \$ [REDACTED]

*Labor rates will be adjusted by the union on 9/1/16.

Please note: These rates do not apply to Storm restoration.



UNION 104 MA LABOR RATES

LABOR RATES EFFECTIVE THROUGH: 8/31/16*

Contractor Job Classifications	Straight Time / Hour	Time and a Half / Hour	Double Time / Hour
Apprentice 1			
Apprentice 2			
Apprentice 3			
Apprentice 4			
Apprentice 5			
Apprentice 6			
Apprentice 7			
Driver Groundman			
Equipment Operator			
Field Mechanic (HEO)			
Foreman			
General Foreman			
Groundman			
Heavy Equipment Operator			
Journeyman			
Lead Lineman			

Per Diem: \$ [REDACTED]

*Labor rates will be adjusted by the union on 9/1/16.

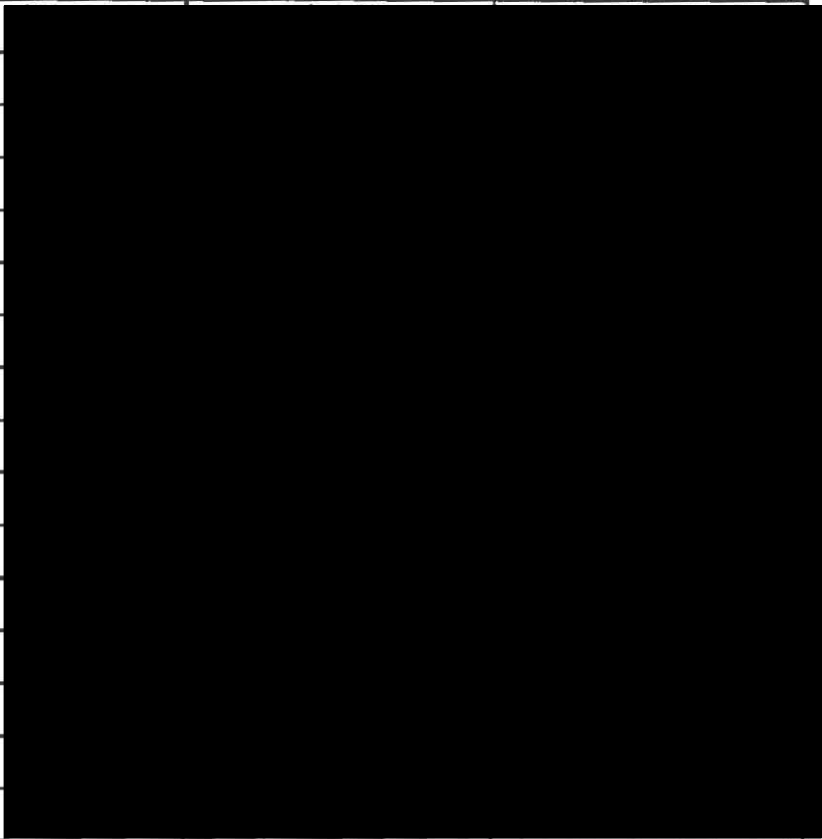
Please note: These rates do not apply to Storm restoration.



UNION 104 RI LABOR RATES

LABOR RATES EFFECTIVE THROUGH: 8/31/16*

Contractor Job Classifications	Straight Time / Hour	Time and a Half / Hour	Double Time / Hour
Apprentice 1			
Apprentice 2			
Apprentice 3			
Apprentice 4			
Apprentice 5			
Apprentice 6			
Apprentice 7			
Driver Groundman			
Equipment Operator			
Field Mechanic (HEO)			
Foreman			
General Foreman			
Groundman			
Heavy Equipment Operator			
Journeyman			
Lead Lineman			



Per Diem: \$ [REDACTED]

*Labor rates will be adjusted by the union on 9/1/16.

Please note: These rates do not apply to Storm restoration.



UNION 104N ME LABOR RATES

LABOR RATES EFFECTIVE THROUGH: 8/31/16*

Contractor Job Classifications	Straight Time / Hour	Time and a Half / Hour	Double Time / Hour
Apprentice 1			
Apprentice 2			
Apprentice 3			
Apprentice 4			
Apprentice 5			
Apprentice 6			
Apprentice 7			
Driver Groundman			
Equipment Operator			
Field Mechanic (HEO)			
Foreman			
General Foreman			
Groundman			
Heavy Equipment Operator			
Journeyman			
Lead Lineman			

Per Diem: \$ [REDACTED]

*Labor rates will be adjusted by the union on 9/1/16.

Please note: These rates do not apply to Storm restoration.



UNION 1249 NY LABOR RATES

LABOR RATES EFFECTIVE THROUGH: 8/31/16*

Contractor Job Classifications	Straight Time / Hour	Time and a Half / Hour	Double Time / Hour
Apprentice 1			
Apprentice 2			
Apprentice 3			
Apprentice 4			
Apprentice 5			
Apprentice 6			
Apprentice 7			
Driver Groundman			
Equipment Operator			
Field Mechanic (HEO)			
Foreman			
General Foreman			
Groundman			
Heavy Equipment Operator			
Journeyman			
Working Foreman			

Per Diem: \$ [REDACTED]

*Labor rates will be adjusted by the union on 9/1/16.

Please note: These rates do not apply to Storm restoration.



UNION 104N VT LABOR RATES

LABOR RATES EFFECTIVE THROUGH: 8/31/16*

Contractor Job Classifications	Straight Time / Hour	Time and a Half / Hour	Double Time / Hour
Apprentice 1			
Apprentice 2			
Apprentice 3			
Apprentice 4			
Apprentice 5			
Apprentice 6			
Apprentice 7			
Driver Groundman			
Equipment Operator			
Field Mechanic (HEO)			
Foreman			
General Foreman			
Groundman			
Heavy Equipment Operator			
Journeyman			
Lead Lineman			

Per Diem: \$ [REDACTED]
 *Labor rates will be adjusted by the union on 9/1/16.
 Please note: These rates do not apply to Storm restoration.



UNION 104N NH LABOR RATES

LABOR RATES EFFECTIVE THROUGH: 8/31/16*

Contractor Job Classifications	Straight Time / Hour	Time and a Half / Hour	Double Time / Hour
Apprentice 1			
Apprentice 2			
Apprentice 3			
Apprentice 4			
Apprentice 5			
Apprentice 6			
Apprentice 7			
Driver Groundman			
Equipment Operator			
Field Mechanic (HEO)			
Foreman			
General Foreman			
Groundman			
Heavy Equipment Operator			
Journeyman			
Lead Lineman			

Per Diem: \$ [REDACTED]

*Labor rates will be adjusted by the union on 9/1/16.

Please note: These rates do not apply to Storm restoration.