

**Project-Specific  
Engineer and Procure Contractor of Choice Agreement  
For  
North Woodstock S/S 34.5kV Breaker Addition Project**

By and between

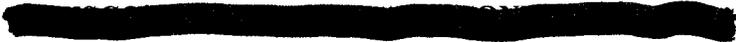
**NORTHEAST UTILITIES SERVICE COMPANY  
as agent for PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE,  
AS OWNER**

and

**E. S. BOULOS COMPANY, AS CONTRACTOR**

**Dated May 6, 2008**

{W1383562}



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**PROJECT-SPECIFIC ENGINEER AND PROCURE  
CONTRACTOR OF CHOICE AGREEMENT**

This PROJECT-SPECIFIC ENGINEER AND PROCURE CONTRACTOR OF CHOICE AGREEMENT ("Agreement") made as of the 6<sup>th</sup> day of May, 2008 ("*Effective Date*"), by and **NORTHEAST UTILITIES SERVICE COMPANY** as agent for **PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE**, ("*Owner*"), a Connecticut corporation, with offices at 107 Selden Street, Berlin, Connecticut 06037, and **E. S. BOULOS COMPANY** ("*Contractor*"), a Maine corporation, with offices at 70 Commercial Street Lewiston, Maine 04240.

W I T N E S S E T H:

WHEREAS, Contractor is in the business of, *inter alia*, designing and building electric transmission facilities and working within energized substations, and desires to provide, or cause to be provided, to Owner, various services including design, engineering, procurement and installation of materials and equipment, construction, commissioning, supervision, and related services; and

WHEREAS, Owner and Contractor have entered into a Master Services Agreement for Engineer and Contractor of Choice dated as of July 22, 2005 ("Master Services Agreement") pursuant to which Contractor has agreed to provide to Owner, or cause to be provided to Owner, through one or more subcontracts entered into with one or more Third Parties (as defined below), Design and Engineering Services and Construction Services for the Project, under the terms and conditions of the Master Services Agreement and this Agreement; and

Whereas, Owner desires to engage Contractor to undertake the Project and perform the Work (as defined herein) pursuant to the terms and conditions of the Master Services Agreement and this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound, the Parties agree as follows:

**ARTICLE 1. DEFINITION OF TERMS; INTERPRETATION**

1.1 Definitions. As used herein, the following terms shall have the following meanings, provided that Owner may interpret any ambiguities or inconsistencies and its determination shall be binding on the Parties:

Undefined capitalized terms used in this Agreement shall have the meaning given in the Master Services Agreement.

"*Agreement*" shall mean this Project-Specific Engineer and Procure Contractor of Choice Agreement, including all exhibits, schedules and appendices hereto, and any and all amendments hereto agreed to in writing by the Parties.

"*Contract Documents*" shall mean this Agreement, all Project Drawings, the Technical Specifications, the applicable D&M Plans, all other exhibits, schedules and appendices hereto and thereto, any items specifically incorporated by reference (including the Master Services Agreement) and/or issued (including any duly executed Scope Change Request and Authorization Form) or provided by Owner to Contractor in connection herewith, and any amendments to the foregoing agreed to in writing by the Parties.

"*Effective Date*" has the meaning set forth in the first paragraph of this Agreement.

"*Master Services Agreement*" shall have the meaning set forth in the Preamble to this Agreement.

"*Milestones*" shall mean the milestones specified in the Work Schedule.

"*Project*" shall mean the electrical transmission/substation project described in the Technical Specifications.

"*Substantial Completion Date*" shall mean the date on which the Project is installed, has successfully passed all acceptance testing, and has been commissioned for commercial use.

"*Technical Specifications*" shall mean that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services attached hereto as Exhibit A.

"*Witness and Hold Points*" shall mean those Witness Points and Hold Points designated in the Technical Specifications.

"*Work*" shall mean collectively all of the services and duties, obligations and responsibilities required to be undertaken by Contractor and any Subcontractor pursuant to this Agreement. Work shall only include the services of Contractor and its Subcontractors. It shall not include the activities of Owner, or any other person.

"*Work Schedule*" shall mean the schedule for completion of the Work of the Project, a copy of which is attached hereto as Exhibit B.

1.2 Contract Documents. The following exhibits, schedules and appendices attached hereto are made a part of the Contract Documents and Contractor and its Subcontractors of all tiers, must adhere to them and fulfill any requirements they contain:

List of Exhibits:

- Exhibit A: Technical Specifications
- Exhibit B: Work Schedule
- Exhibit B-1: Scheduling
- Exhibit C: Permits
- Schedule 4: Compensation
- Schedule 5: Owner Representative Form
- Schedule 6: Contractor Representative Form

1.3 Entire Agreement; Interpretation.

(a) Entire Agreement. This Agreement together with applicable provisions of the Master Services Agreement contains the entire agreement between the Parties pertaining to the Project and the Work and supersedes any and all prior oral or written agreements, proposals, negotiations and representations with respect to that subject matter;

(b) Amendment. No amendments or modifications of this Agreement shall be valid unless evidenced in writing and signed by duly authorized officers of Owner and Contractor.

**ARTICLE 2. CONTRACTOR'S SERVICES**

2.1 Engagement. Contractor shall undertake the Project and provide the Design and Engineering Services and Construction Services in accordance with applicable provisions of the Master Services Agreement and this Agreement. The scope of Contractor's services is described in the Technical Specifications for the Project.

2.2 Staffing/Key Personnel.

(a) Staffing Plan

Contractor has submitted and Owner has approved a list with names of individuals, along with their job classifications and the allocation of each individual's hours for Design and Engineering Services to the Project ("Staffing Plan").

(b) Key Project Personnel

The Staffing Plan includes certain Key Project Personnel, who have been assigned to the Project and shall not be removed or reassigned without prior written approval by Owner which may not be unreasonably withheld.

(c) Changes In Key Project Personnel

If any Key Project Personnel are to be reassigned or replaced for any reason, the Contractor shall provide Owner with the individual's name and reason for reassignment or replacement and, written qualification statements of persons with equivalent training and work experience to be considered as replacement candidates, together with such additional information and documentation as Owner may reasonably request. Other significant changes to the Staffing Plan shall require the prior written consent of Owner, which may not be unreasonably withheld.

(d) Required Training

Contractor shall train (or cause to be trained) its personnel to perform the Work for the Project.

(e) Permits

Contractor shall obtain and maintain the Contractor Permits listed on Exhibit C.

### **ARTICLE 3. WORK SCHEDULE/MILESTONES**

Contractor will perform its duties in allocating resources and managing the Work to conform to the Work Schedule and to meet the Milestones.

### **ARTICLE 4. COMPENSATION AND PAYMENT**

Owner shall compensate Contractor for satisfactory performance of the Work under this Agreement in accordance with the Master Services Agreement, as more particularly set forth on Schedule 4.

### **ARTICLE 5. OWNER REPRESENTATIVE**

Owner shall designate, at all times during its performance of the Work, an Owner Representative by completing the form set forth in Schedule 5 for delivery to Contractor within five (5) Business Days after the Effective Date and shall promptly update the information provided on such schedule after any changes thereto.

### **ARTICLE 6. CONTRACTOR'S REPRESENTATIVE**

Contractor shall designate, at all times during its performance of the Work, a Contractor Representative by completing the form set forth in Schedule 6 for delivery to Owner within five (5) Business Days after the Effective Date and shall promptly update the information provided on such schedule after any changes thereto.

### **ARTICLE 7. LIMITATION OF LIABILITY**

7.1 EXCEPT AS PROVIDED IN SECTION 7.3 BELOW, CONTRACTOR'S LIABILITY TO OWNER UNDER THIS AGREEMENT, WHETHER BASED UPON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, TORT, CONTRACT, STRICT LIABILITY,

OR OTHERWISE, SHALL NOT EXCEED THE SUM OF \$700,000.00 WHICH IS THE NOT-TO-EXCEED AMOUNT SET FORTH IN SCHEDULE 4.

7.2 EXCEPT AS PROVIDED IN SECTION 7.3, BELOW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

7.3 NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL THE LIMITATION OF LIABILITY SET FORTH IN SECTIONS 7.1 AND 7.2 APPLY TO BODILY INJURY, PERSONAL INJURY OR CONTRACTOR'S THIRD PARTY INDEMNITY OBLIGATIONS OR WARRANTY OBLIGATIONS. IN ADDITION, AS SET FORTH IN SECTION 19.1(e) OF THE MASTER SERVICES AGREEMENT, ANY RECOVERY AVAILABLE UNDER THE INSURANCE COVERAGES REQUIRED BY THE MASTER SERVICES AGREEMENT SHALL NOT BE DEEMED TO LIMIT CONTRACTOR'S LIABILITY HEREUNDER.

7.4 CONTRACTOR WAIVES ALL CLAIMS AGAINST OWNER FOR ANY LIABILITY OR LOSS IN CONNECTION WITH: (i) PAYMENT OF ALL FEDERAL, STATE AND LOCAL TAXES OR CONTRIBUTIONS IMPOSED OR REQUIRED UNDER UNEMPLOYMENT INSURANCE, SOCIAL SECURITY AND INCOME TAX LAWS WITH RESPECT TO CONTRACTOR'S WORK UNDER THIS AGREEMENT; (ii) ALL LOSSES IN CONNECTION WITH ANY CLAIMS FOR LOST WAGES, SEVERANCE PAY, PENSIONS OR OTHER BENEFITS WITH RESPECT TO CONTRACTOR'S WORK UNDER THIS AGREEMENT; AND (iii) ALL CLAIMS FOR LIABILITY FOR DAMAGE TO CONTRACTOR'S PERSONAL PROPERTY OR INJURY TO CONTRACTOR OR ITS PERSONNEL IN CONNECTION WITH THIS AGREEMENT.

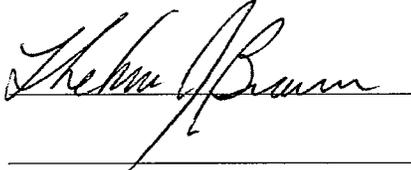
#### **ARTICLE 8. TIME OF THE ESSENCE.**

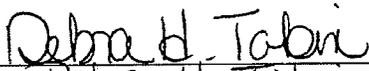
For purposes of this Agreement, time is of the essence concerning dates, deadlines and time periods.

*[signature page to follow]*

Signed in the Presence of:

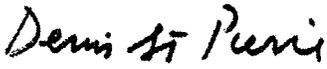
NORTHEAST UTILITIES  
SERVICE COMPANY, as agent for  
PUBLIC SERVICE COMPANY OF  
NEW HAMPSHIRE, Owner

  
\_\_\_\_\_

By:   
Name: Debra H. Tobin  
Title: Contract Administrator  
Duly authorized

ES BOULOS COMPANY, Contractor

\_\_\_\_\_  
  
\_\_\_\_\_

  
By: \_\_\_\_\_  
Name: Denis St. Pierre  
Title: Director  
Duly authorized

## **Exhibit A**

### **Technical Specifications**

**Technical Specifications.** Provide Engineering and procurement services to support our  
**North Woodstock S/S 34.5kV Breaker Addition**

Project in accordance with the workscope defined in your proposal dated May 5, 2008.

**Exhibit B**  
**Work Schedule**

Work Schedule/Engineering and Design Milestones will be as currently defined in the Contractor proposal dated May 5, 2008.

## Appendix B-1

### Scheduling

#### Contractors' Schedule

1. Contractor shall be responsible for determining the sequence and time estimates of the construction activities; *however*, Owner reserves the right to require Contractor to modify any portion of the Schedule for a Project that Owner determines to be impractical, unfeasible, or unreasonable, and as required to coordinate Contractor's activities with those of other contractors for such Project and to ensure the progress and completion of the Work by the scheduled date and otherwise in accordance with the applicable Work Schedule. Contractor shall not be entitled to extra compensation for complying with these requirements. Activity description and the activity duration, start and finish date, shall be shown on the Contractor Schedule for each activity. The Critical Path shall be determined and shall be clearly indicated on all the diagrams.
  
2. Owner's review and approval (directly or by or through the Owner Representative for a Project or any other Person) of the Schedule shall in no way (i) amend, modify or otherwise change the applicable Work Schedule; (ii) release, discharge or otherwise relieve Contractor of any of its obligations to meet performance and other requirements of the Contract Documents; (iii) substitute Owner's judgment for that of Contractor concerning the means and method for timely and fully satisfying the applicable Work Schedule; or (iv) constitute a waiver of any right(s) and/or remedy(ies) under this Agreement, the applicable Project-Specific Agreement, at Law, and/or in equity to which Owner is or may be entitled in connection with Contractor's failure to fully comply with the applicable Work Schedule. Owner in no way assumes any part of Contractor's responsibility for the satisfactory performance of Work in accordance with the applicable Work Schedule.
  
3. Contractor shall coordinate through the Owner Representative for a Project the various contractors involved with such Project to integrate the schedule of construction activities.
  
4. Contractor shall be responsible for providing schedule updates to the Owner Representative on a weekly basis.



**Exhibit C**

**Permits**

**Permits.** *All permits required for construction shall be secured by the Contractor.*



#### **Schedule 4**

#### **Compensation**

**Compensation.** All work defined in this PSA agreement will be performed in accordance with the approved rates specified in our OC MSA agreement. All charges shall not exceed [REDACTED] unless authorized by our company representative, Eric Woodman or his designee.

**Timely Delivery of "As-built" Drawings.** The timely delivery of as-built drawings is very important to Owner. Contractor shall deliver such drawings within 30 days after the contractor receives the field marked prints. If the complete as-built drawings are not within this time period, Owner may withhold the amount retained as set forth in Article 4 of this Agreement until the drawings have been delivered to Owner.

**REDACTED**

[REDACTED]

**Schedule 5**

**Owner Representative Appointment Form**

Contractor Name: E. S. Boulos Company

Contract Date: May 23, 2008

Pursuant to Article 5 of the Project-Specific Engineer and Procure Contractor of Choice Agreement to provide Engineering and Procurement services to support PSNH's **North Woodstock S/S 34.5kV Breaker Addition** project, dated May 6, 2008 ("*Project-Specific Agreement*"), between Public Service Company of New Hampshire ("*Owner*") and E. S. Boulos Company ("*Contractor*"), Owner hereby appoints the following Person as the Owner Representative for the Project (as defined in the Project-Specific Agreement):

**Name:** Eric Woodman  
**Business Address:** 780 North Commercial Street  
Manchester, NH 03105  
**Business Telephone:** 603-634-2710  
**Business Facsimile #:** 603-634-2209  
**Business E-Mail:** woodmej@nu.com  
**Pager:** 603-771-8862

**Name and Telephone of  
Administrative Assistant:** Lynne Breton, 603-634-2251

Owner hereby appoints the following Person as the alternate Owner Representative for the Project to act with the full power and authority of the above-appointed Owner Representative in the event that such Owner Representative is unavailable, incapacitated or otherwise unable to immediately carry out the duties of the Owner Representative as required under the Agreement and the Project-Specific Agreement:



**Schedule 6**

**Contractor Representative Appointment Form**

Contractor Name: E. S. BOULOS COMPANY

Contract Date: May 23, 2008

Pursuant to Article 6 of the Project-Specific Engineer and Procure Contractor of Choice Agreement to provide Engineering and Procurement services to support PSNH's **North Woodstock S/S 34.5kV Breaker Addition** project, dated May 6, 2008 ("*Project-Specific Agreement*"), between Public Service Company of New Hampshire ("*Owner*") and E.S. Boulos Company ("*Contractor*"), Contractor hereby appoints the following Person as the Contractor Representative for the Project (as defined in the Project-Specific Agreement):

**Name:** Ricardo Arietti

**Business Address:** 70 Commercial Street  
Lewiston, ME 04240

**Business Telephone:** 207-784-0906 ext. 129  
**Business Facsimile #:** 207-784-9426  
**Business E-Mail:** rarietti@esboulos.com  
**Cell Phone:** 207-713-2135  
**Pager:** N/A

**Name and Telephone of Administrative Assistant:** Pam Breton, 207-784-0906 ext.110

**Home Address:** Ricardo Arietti  
444 West Auburn Road  
Auburn, ME 04210

**Home Telephone:** 207-713-2135  
**Home Facsimile #:** N/A  
**Home E-Mail:** N/A

Contractor hereby appoints the following Person as the alternate Contractor Representative for the Project to act with the full power and authority of the above-appointed Contractor Representative in the event that such Contractor Representative is unavailable, incapacitated or otherwise unable to immediately carry out the duties of the



Contractor Representative as required under the Agreement and the Project-Specific Agreement:



**Name:** Richard Hanlin  
**Business Address:** 70 Commercial Street  
Lewiston, ME 04240  
**Business Telephone:** 207-784-0906 ext. 115  
**Business Facsimile #:** 207-784-9426  
**Business E-Mail:** rhanlin@esboulos.com  
**Cell Phone:** 207-838-6441  
**Pager:** N/A  
**Name and Telephone of  
Administrative Assistant:** Pam Breton, 207-784-0906 ext. 110  
**Home Address:** Richard Hanlin  
5 Ripley Hill Road  
Sabattus, ME 04280  
**Home Telephone:** 207-375-4145  
**Home Facsimile #:** N/A  
**Home E-Mail:** rhanlin@aol.com

Unless otherwise defined herein, initially capitalized terms used herein shall have the meanings ascribed to them in the Agreement and in the Project-Specific Agreement.

E. S. BOULOS COMPANY

By: Denis St Pierre

Name: Denis St. Pierre

Title: Director

Date: May 23, 2008

Each of the undersigned hereby acknowledges the foregoing appointment and the accuracy of the information contained in this appointment with respect to such Person.

Richard J. Smith  
Contractor Representative

Date: May 23, 2008

Richard Hanlin  
Alternate Contractor Representative

Date: May 23, 2008



Acknowledgment of Receipt:

NORTHEAST UTILITIES SERVICE  
COMPANY, as agent for Public Service Company of New Hampshire

By: Debra H. Tabiri

Name: Debra H. Tabiri

Title: Contract Administrator

Date: 8/24/08



**Name:** Ingrid Rahaim  
**Business Address:** 780 North Commercial Street  
Manchester, NH 03105  
**Business Telephone:** 603-634-3380  
**Business Facsimile #:** 603-634-2209  
**Business E-Mail:** rahaii@nu.com  
**Name and Telephone of  
Administrative Assistant:** Lynne Breton, 603-634-2251

Unless otherwise defined herein, initially capitalized terms used herein shall have the meanings ascribed to them in the Agreement and the Project-Specific Agreement.

NORTHEAST UTILITIES SERVICE  
COMPANY, as agent for PUBLIC SERVICE  
COMPANY OF NEW HAMPSHIRE

By: Debra H. Tobin  
Name: Debra H. Tobin  
Title: Contract Administrator  
Date: 5/27/08



Each of the undersigned hereby acknowledges the foregoing appointment and the accuracy of the information contained in this appointment with respect to such Person.

Shehna J. Brown  
Owner Representative

\_\_\_\_\_  
Alternate Owner Representative

Date: 6/2/08

Date: \_\_\_\_\_

Acknowledgment of Receipt:

E. S. BOULOS COMPANY

By: Denis St Pierre

Name: Denis St. Pierre

Title: Director

Date: May 23, 2008

