

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

**EMERGENCY/NON-EMERGENCY SPILL RESPONSE & ENVIRONMENTAL SERVICES
REFERENCE SAP PURCHASE ORDER NUMBER: tbd**

THIS AGREEMENT is dated as of the 20th day of May, 2015 by and between National Grid (hereinafter called "Owner"), is made and entered on the date when signed by the party signing last in time, by and between one or more of the following affiliates of National Grid US ("National Grid") with its principal place of business at 40 Sylvan Rd, Waltham, MA 02154:

National Grid Electric Services LLC
National Grid Corporate Services, LLC
New England Power Company
Massachusetts Electric Company
Nantucket Electric Company
Niagara Mohawk Power Corporation
The Narragansett Electric Company
Boston Gas Company
The Brooklyn Union Gas Company
Colonial Gas Company
Essex Gas Company
KeySpan Gas East Corporation

and OP-TECH Environmental Services, Inc. (hereinafter called "Contractor"), having its principal corporate place of business at 1 Adler Drive, East Syracuse, NY 13057

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

1.01. Contractor shall complete all Work as specified or indicated by the respective Owner representative. The Work is generally includes as follows:

Notifications, response, cleanup, disposal, and documentation sufficient for closure of spill events. Other non-spill environmental services may include:

- Cleaning manholes, vaults, trench drains
- Hauling subsequent regulated waste to approved locations
- Management of spoils
- General cleaning of company facilities of hazards (e.g., lead, biological agents)

Article 2. THE PROJECT

2.01. The Work under the Contract Documents may be the whole or only a part is generally described as follows:

EMERGENCY/NON-EMERGENCY SPILL RESPONSE & ENVIRONMENTAL SERVICES

Article 3. CONTRACT TIMES

3.01. Days to Achieve Substantial Completion and Payment

A. The Work will be completed per the agreement between Owner & Contractor.

3.02. Liquidated Damages

A. Contractor and Owner recognize that time is of the essence for Emergency Spill Response as indicated in the Specifications of this Agreement.

B. Contractor and Owner further recognize that Owner will suffer financial loss if the Work is not completed as indicated by agreement in paragraph 3.01.A, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The parties also recognize the delays, expenses and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner a pre-negotiated dollar amount for each day that expires after the time specified in paragraph 3.01.A for Substantial or Full Completion.

Article 4. INITIAL CONTRACT PRICE

4.01. Owner shall pay Contractor the following sum(s) for completion of the Work in accordance with the Contract Documents.

A. For all Work other than Unit Price Remediation, an amount equal to the sum of each separately identified Lump Sum price item contained in a quote requested for a particular project and incorporated into the Work.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item contained in the Bid Schedule of Values times the estimated quantity of that item. As provided in paragraph 10.04.B of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by Owner. Unit prices have been computed as provided in paragraph 10.04.A of the General Conditions. The Schedule of Values submitted with the Bid and attached hereto shall become a part of this Agreement.

C. Final adjustments to the Initial Contract Price shall be in accordance with Article 10 of the General Conditions.

Article 5. PAYMENT PROCEDURES

5.01. Contractor shall submit and Owner will process Applications for Payment in accordance with Article 13 of the General Conditions, or as otherwise negotiated prior to start of work. For larger Projects, progress payments may be utilized as agreed upon in advance of the start of work.

A. Progress Payments and Retainage. All such payments will be measured by the Schedule of Values submitted with the Bid and established under paragraph 2.06.A of the General Conditions (and in the case of Unit Price Remediation based on the number of units completed), unless other payment agreements have been negotiated (e.g., lump sum payment upon project completion). If Progress Payments are the agreed upon method:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the sum of the individual Payment Items identified in the Schedule of Values completed during billing period, but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold in accordance with paragraph 13.04.B of the General Conditions.

2. An agreed upon percent retainage will be withheld from each progress payment.

3. Upon Substantial Completion, payment will be made in an amount sufficient to increase total payments to Contractor to ninety (90) percent of the Contract Price (with the balance being retainage), less such amounts as Owner may withhold in accordance with paragraph 13.04.B of the General Conditions.

B. Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 13.09 of the General Conditions, Owner shall pay the remainder of the Contract Price.

Article 6. CONTRACTOR'S REPRESENTATIONS

6.01. Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents listed in paragraphs 7.01 below. Project specific Contract Documents shall be provided as appropriate for respective Projects.

B. Contractor will visit each Project Site ("Site") and become familiar with and will be satisfied as to the general, local and Site conditions that may affect cost, progress, performance or furnishing of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.

D. As applicable, Contractor will carefully study all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified or made available by Owner.

E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

Article 7 – CONTRACT DOCUMENTS

7.01 The Contract Documents comprise the following:

- A. This Agreement
- B. General Terms & Conditions for Environmental Remediation
- C. Contractor's Proposal including Clarifications
- D. Background Check Level 1 and Level 2
- E. Environmental Requirements
- F. Certificate of Insurance
- G. Mutual Non-Disclosure Agreement
- H. Bidder Safety Information Request
- I. Exhibits to this Agreement enumerated as follows:

1. Exhibit 1, Contractor's Labor Rates
2. Exhibit 2, Contractor's Equipment Rates
3. Exhibit 3, Price Considerations

J. The following, which may be delivered, prepared, or issued on or after the Effective Date of the Agreement, and are not attached hereto:

1. All written amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Paragraph 3.03.A of the General Conditions

7.02 The documents listed in Paragraph 7.01 above are attached to this Agreement (except as expressly noted otherwise above). Documents not attached are incorporated by reference.

7.03 The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.03.A of the General Conditions.

Article 8. MISCELLANEOUS

8.01. The Standard General Conditions of the Contract between National Grid USA Service Company, Inc. and Affiliated Companies (Owner) and Environmental Remediator (Contractor) are referred to herein as the General Conditions.

8.02. Terms used in this Owner-Contractor Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated therein.

8.03. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.04. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.05. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.06. Work in Harmony: Contractor is reminded that a mandatory requirement is to "Work in Harmony" with the local trades. The Contractor shall become familiar with all local conditions and practices so as not to encounter work interference and/or disruption of work at Site. Any delays and/or costs incurred due to such failure are the sole responsibility of the Contractor.

8.07. Contractor shall use only the Owner approved facility disposal and treatment facilities.

8.08. Contractor shall maintain a passing grade in ISNetwork; should Contractor fail to maintain a passing grade, all remediation activities being performed must safely cease until satisfaction of ISNetwork requirements.

8.09. Contract Duration: The term of this contract shall be for a three (3) year period beginning May 31, 2015 with the option to extend the duration 2 additional years at 1 year intervals. Renewal options shall be negotiated between Owner and Contractor prior to the expiration date.

8.10. There is no guaranteed level of business by issuance of this contract.

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.

NATIONAL GRID US

Owner: NationalGrid US

Contact Name: Colleen G. Keene

Signature: 

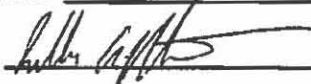
Title: Sr Buyer

Date: 05-28-15

OP-TECH Environmental Services, Inc.

Contractor: _____

Contact Name: William A. Hunter

Signature: 

Title: Vice President

Date: 5/27/2015

**B. GENERAL TERMS & CONDITIONS FOR
ENVIRONMENTAL REMEDIATION**

C. CONTRACTOR'S PROPOSAL INCLUDING CLARIFICATIONS

**D. BACKGROUND CHECKS
LEVEL 1 & LEVEL 2**

E. ENVIRONMENTAL REQUIREMENTS

F. CERTIFICATE OF INSURANCE

G. MUTUAL NON-DISCLOSURE AGREEMENT

H. BIDDER SAFETY INFORMATION REQUEST

I1. EXHIBIT 1
CONTRACTOR'S LABOR RATES

SUMMARY OF STRAIGHT TIME HOURLY RATE

**DO NOT ENTER DATA ON THIS SHEET THIS SHEET WILL
FILL IN AUTOMATICALLY FROM INDIVIDUAL LABOR RATE
SHEETS**

SUPERINTENDENT	\$
GENERAL FOREMAN	\$
FOREMAN	\$
FIELD TECHNICIAN	\$
JR. FIELD TECHNICIAN	\$
EQUIPMENT OPERATOR	\$
FIELD MECHANIC	\$
MATERIAL MANAGER	
CONTRACT COORDINATOR	\$
LABORER	\$
SAFETY MANAGER	\$
ADMINISTRATIVE ASSISTANT	\$
PROJECT MANAGER	\$
BLANK 2	
BLANK 3	
BLANK 4	

LABOR RATES

Company Name: OP-TECH Environmental Services, Inc.Date: 24-Mar-15

Instructions: Complete this form for each classification of Contractor's personnel who will be working on this project.

Job Title/Position: SUPERINTENDENT

		Column 1 Straight Time	Column 2 Overtime 1.5 (Premium Portion Only)	Column 3 Overtime 2.0 (Premium Portion Only)
A.	Base Hourly Wage (BHW) (W-2 Salary)	/hr	/hr	/hr
B.	%FICA	/hr	/hr	/hr
C.	%Fed & State Unemployment	/hr	/hr	/hr
D.	% Worker's Compensation	/hr	/hr	/hr
E.	% Insurance	/hr	/hr	/hr
F.	Welfare	/hr	/hr	/hr
G.	Pension	/hr	/hr	/hr
H.	% Vacation	/hr	/hr	/hr
I.	% Education, Training & NEBF	/hr	/hr	/hr
J.	Subtotal A+B+C+D+E+F+G+H+I	/hr	/hr	/hr
K.	% Overhead x J =			
L.	% Profit X (J&K) =			
M.	Total Burdened Rate (Billable) J+K+L =	/hr	/hr ⁽¹⁾	/hr ⁽²⁾
N.	Gross Mark-up on BHW M/A =			

Notes: Contractor must attach copies of all applicable labor agreements

All rates subject to audit/verification.

Provide supplemental sheets as applicable

If included in rate, provide detail of any cost component other than those identified.

⁽¹⁾ = M1 + J2

⁽²⁾ = M1 + J3

LABOR RATES

Company Name: OP-TECH Environmental Services, Inc.Date: 24-Mar-15

Instructions: Complete this form for each classification of Contractor's personnel who will be working on this project.

Job Title/Position: GENERAL FOREMAN

		Column 1 Straight Time	Column 2 Overtime 1.5 (Premium Portion Only)	Column 3 Overtime 2.0 (Premium Portion Only)
A.	Base Hourly Wage (BHW) (W-2 Salary)	hr	/hr	/hr
B.	%FICA	hr	/hr	/hr
C.	%Fed & State Unemployment	hr	/hr	/hr
D.	% Worker's Compensation	hr	/hr	/hr
E.	% Insurance	hr	/hr	/hr
F.	Welfare	hr	/hr	/hr
G.	Pension	hr	/hr	/hr
H.	% Vacation	hr	/hr	/hr
I.	% Education, Training & NEBF	hr	/hr	/hr
J.	Subtotal A+B+C+D+E+F+G+H+I	hr	/hr	/hr
K.	% Overhead x J =			
L.	% Profit X (J&K) =			
M.	Total Burdened Rate (Billable) J+K+L =	/hr	/hr ⁽¹⁾	/hr ⁽²⁾
N.	Gross Mark-up on BHW M/A =			

Notes: Contractor must attach copies of all applicable labor agreements

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If included in rate, provide detail of any cost component other than those identified.

⁽¹⁾ = M1 + J2

⁽²⁾ = M1 + J3

LABOR RATES

SCHEDULE D3

LABOR RATES

Company Name: OP-TECH Environmental Services, Inc.

Date: 24-Mar-15

Instructions: Complete this form for each classification of Contractor's personnel who will be working on this project.

Job Title/Position: FOREMAN

		Column 1 Straight Time	Column 2 Overtime 1.5 (Premium Portion Only)	Column 3 Overtime 2.0 (Premium Portion Only)
A.	Base Hourly Wage (BHW) (W-2 Salary)	/hr	/hr	/hr
B.	%FICA	/hr	/hr	/hr
C.	%Fed & State Unemployment	/hr	/hr	/hr
D.	% Worker's Compensation	/hr	/hr	/hr
E.	% Insurance	/hr	/hr	/hr
F.	Welfare	/hr	/hr	/hr
G.	Pension	/hr	/hr	/hr
H.	% Vacation	/hr	/hr	/hr
I.	% Education, Training & NEBF	/hr	/hr	/hr
J.	Subtotal A+B+C+D+E+F+G+H+I	/hr	/hr	/hr
K.	% Overhead x J =			
L.	% Profit X (J&K) =			
M.	Total Burdened Rate (Billable) J+K+L =	/hr	/hr ⁽¹⁾	/hr ⁽²⁾
N.	Gross Mark-up on BHW M/A =			

Notes: Contractor must attach copies of all applicable labor agreements

All rates subject to audit/verification.

Provide supplemental sheets as applicable

If included in rate, provide detail of any cost component other than those identified.

$$^{(1)} = M1 + J2$$

$$^{(2)} = M1 + J3$$

LABOR RATES

Company Name: OP-TECH Environmental Services, Inc.Date: 24-Mar-15

Instructions: Complete this form for each classification of Contractor's personnel who will be working on this project.

Job Title/Position: FIELD TECHNICIAN

		Column 1 Straight Time	Column 2 Overtime 1.5 (Premium Portion Only)	Column 3 Overtime 2.0 (Premium Portion Only)
A.	Base Hourly Wage (BHW) (W-2 Salary)	/hr	/hr	/hr
B.	%FICA	/hr	/hr	/hr
C.	%Fed & State Unemployment	/hr	/hr	/hr
D.	% Worker's Compensation	/hr	/hr	/hr
E.	% Insurance	/hr	/hr	/hr
F.	Welfare	/hr	/hr	/hr
G.	Pension	/hr	/hr	/hr
H.	% Vacation	/hr	/hr	/hr
I.	% Education, Training & NEBF	/hr	/hr	/hr
J.	Subtotal A+B+C+D+E+F+G+H+I	/hr	/hr	/hr
K.	% Overhead x J =			
L.	% Profit X (J&K) =			
M.	Total Burdened Rate (Billable) J+K+L =	/hr	/hr ⁽¹⁾	/hr ⁽²⁾
N.	Gross Mark-up on BHW M/A =			

Notes: Contractor must attach copies of all applicable labor agreements

All rates subject to audit/verification.

Provide supplemental sheets as applicable

If included in rate, provide detail of any cost component other than those identified.

⁽¹⁾ = M1 + J2

⁽²⁾ = M1 + J3

LABOR RATES

Company Name: OP-TECH Environmental Services, Inc.Date: 24-Mar-15

Instructions: Complete this form for each classification of Cocontractor's personnel who will be working on this project.

Job Title/Position: JR. FIELD TECHNICIAN

		Column 1 Straight Time	Column 2 Overtime 1.5 (Premium Portion Only)	Column 3 Overtime 2.0 (Premium Portion Only)
A.	Base Hourly Wage (BHW) (W-2 Salary)	/hr	/hr	/hr
B.	%FICA	/hr	/hr	/hr
C.	%Fed & State Unemployment	/hr	/hr	/hr
D.	% Worker's Compensation	/hr	/hr	/hr
E.	% Insurance	/hr	/hr	/hr
F.	Welfare	/hr	/hr	/hr
G.	Pension	/hr	/hr	/hr
H.	% Vacation	/hr	/hr	/hr
I.	% Education, Training & NEBF	/hr	/hr	/hr
J.	Subtotal A+B+C+D+E+F+G+H+I	/hr	/hr	/hr
K.	% Overhead x J =			
L.	% Profit X (J&K) =			
M.	Total Burdened Rate (Billable) J+K+L =	/hr	/hr ⁽¹⁾	/hr ⁽²⁾
N.	Gross Mark-up on BHW M/A =			

Notes: Contractor must attach copies of all applicable labor agreements

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Provide supplemental sheets as applicable

If included in rate, provide detail of any cost component other than those identified.

⁽¹⁾ = M1 + J2

⁽²⁾ = M1 + J3

LABOR RATES

Company Name: OP-TECH Environmental Services, Inc.Date: 24-Mar-15

Instructions: Complete this form for each classification of Contractor's personnel who will be working on this project.

Job Title/Position: EQUIPMENT OPERATOR

		Column 1 Straight Time	Column 2 Overtime 1.5 (Premium Portion Only)	Column 3 Overtime 2.0 (Premium Portion Only)
A.	Base Hourly Wage (BHW) (W-2 Salary)	/hr	/hr	/hr
B.	%FICA	/hr	/hr	/hr
C.	%Fed & State Unemployment	/hr	/hr	/hr
D.	% Worker's Compensation	/hr	/hr	/hr
E.	% Insurance	/hr	/hr	/hr
F.	Welfare	/hr	/hr	/hr
G.	Pension	/hr	/hr	/hr
H.	% Vacation	/hr	/hr	/hr
I.	% Education, Training & NEBF	/hr	/hr	/hr
J.	Subtotal A+B+C+D+E+F+G+H+I	/hr	/hr	/hr
K.	% Overhead x J =			
L.	% Profit X (J&K) =			
M.	Total Burdened Rate (Billable) J+K+L =	/hr	/hr ⁽¹⁾	/hr ⁽²⁾
N.	Gross Mark-up on BHW M/A =			

Notes: Contractor must attach copies of all applicable labor agreements

All rates subject to audit/verification.

Provide supplemental sheets as applicable

If included in rate, provide detail of any cost component other than those identified.

⁽¹⁾ = M1 + J2

⁽²⁾ = M1 + J3

LABOR RATES

SCHEDULE D3

LABOR RATES

Company Name: OP-TECH Environmental Services, Inc.

Date: 24-Mar-15

Instructions: Complete this form for each classification of Contractor's personnel who will be working on this project.

Job Title/Position: FIELD MECHANIC

		Column 1 Straight Time	Column 2 Overtime 1.5 (Premium Portion Only)	Column 3 Overtime 2.0 (Premium Portion Only)
A.	Base Hourly Wage (BHW) (W-2 Salary)	/hr	/hr	/hr
B.	%FICA	/hr	/hr	/hr
C.	%Fed & State Unemployment	/hr	/hr	/hr
D.	% Worker's Compensation	/hr	/hr	/hr
E.	% Insurance	/hr	/hr	/hr
F.	Welfare	/hr	/hr	/hr
G.	Pension	/hr	/hr	/hr
H.	% Vacation	/hr	/hr	/hr
I.	% Education, Training & NEBF	/hr	/hr	/hr
J.	Subtotal A+B+C+D+E+F+G+H+I	/hr	/hr	/hr
K.	% Overhead x J =			
L.	% Profit X (J&K) =			
M.	Total Burdened Rate (Billable) J+K+L =	/hr	/hr ⁽¹⁾	/hr ⁽²⁾
N.	Gross Mark-up on BHW M/A =			

Notes: Contractor must attach copies of all applicable labor agreements

All rates subject to audit/verification.

Provide supplemental sheets as applicable

If included in rate, provide detail of any cost component other than those identified.

⁽¹⁾ = M1 + J2

⁽²⁾ = M1 + J3

LABOR RATES

Company Name: OP-TECH Environmental Services, Inc.Date: 24-Mar-15

Instructions: Complete this form for each classification of Contractor's personnel who will be working on this project.

Job Title/Position: CONTRACT COORDINATOR

		Column 1 Straight Time	Column 2 Overtime 1.5 (Premium Portion Only)	Column 3 Overtime 2.0 (Premium Portion Only)
A.	Base Hourly Wage (BHW) (W-2 Salary)	/hr	/hr	/hr
B.	%FICA	/hr	/hr	/hr
C.	%Fed & State Unemployment	/hr	/hr	/hr
D.	% Worker's Compensation	/hr	/hr	/hr
E.	% Insurance	/hr	/hr	/hr
F.	Welfare	/hr	/hr	/hr
G.	Pension	/hr	/hr	/hr
H.	% Vacation	/hr	/hr	/hr
I.	% Education, Training & NEBF	/hr	/hr	/hr
J.	Subtotal A+B+C+D+E+F+G+H+I	/hr	/hr	/hr
K.	% Overhead x J =			
L.	% Profit X (J&K) =			
M.	Total Burdened Rate (Billable) J+K+L =	/hr	/hr ⁽¹⁾	/hr ⁽²⁾
N.	Gross Mark-up on BHW M/A =			

Notes: Contractor must attach copies of all applicable labor agreements

All rates subject to audit/verification.

Provide supplemental sheets as applicable

If included in rate, provide detail of any cost component other than those identified.

⁽¹⁾ = M1 + J2

⁽²⁾ = M1 + J3

LABOR RATES

Company Name: OP-TECH Environmental Services, Inc.

Date: 24-Mar-15

Instructions: Complete this form for each classification of Contractor's personnel who will be working on this project.

Job Title/Position: LABORER

		Column 1 Straight Time	Column 2 Overtime 1.5 (Premium Portion Only)	Column 3 Overtime 2.0 (Premium Portion Only)
A.	Base Hourly Wage (BHW) (W-2 Salary)	/hr	/hr	/hr
B.	%FICA	/hr	/hr	/hr
C.	%Fed & State Unemployment	/hr	/hr	/hr
D.	% Worker's Compensation	/hr	/hr	/hr
E.	% Insurance	/hr	/hr	/hr
F.	Welfare	/hr	/hr	/hr
G.	Pension	/hr	/hr	/hr
H.	% Vacation	/hr	/hr	/hr
I.	% Education, Training & NEBF	/hr	/hr	/hr
J.	Subtotal A+B+C+D+E+F+G+H+I	/hr	/hr	/hr
K.	% Overhead x J =			
L.	% Profit X (J+K) =			
M.	Total Burdened Rate (Billable) J+K+L =	/hr	/hr ⁽¹⁾	/hr ⁽²⁾
N.	Gross Mark-up on BHW M/A =			

Notes: Contractor must attach copies of all applicable labor agreements

All rates subject to audit/verification.

Provide supplemental sheets as applicable

If included in rate, provide detail of any cost component other than those identified.

⁽¹⁾ = M1 + J2

⁽²⁾ = M1 + J3

LABOR RATES

Company Name: OP-TECH Environmental Services, Inc.

Date: 24-Mar-15

Instructions: Complete this form for each classification of Contractor's personnel who will be working on this project.

Job Title/Position: SAFETY MANAGER

		Column 1 Straight Time	Column 2 Overtime 1.5 (Premium Portion Only)	Column 3 Overtime 2.0 (Premium Portion Only)
A.	Base Hourly Wage (BHW) (W-2 Salary)	/hr	/hr	/hr
B.	%FICA	/hr	/hr	/hr
C.	%Fed & State Unemployment	/hr	/hr	/hr
D.	% Worker's Compensation	/hr	/hr	/hr
E.	% Insurance	/hr	/hr	/hr
F.	Welfare	/hr	/hr	/hr
G.	Pension	/hr	/hr	/hr
H.	% Vacation	/hr	/hr	/hr
I.	% Education, Training & NEBF	/hr	/hr	/hr
J.	Subtotal A+B+C+D+E+F+G+H+I	/hr	/hr	/hr
K.	% Overhead x J =			
L.	% Profit X (J&K) =			
M.	Total Burdened Rate (Billable) J+K+L =	/hr	/hr ⁽¹⁾	/hr ⁽²⁾
N.	Gross Mark-up on BHW M/A =			

Notes: Contractor must attach copies of all applicable labor agreements

All rates subject to audit/verification.

Provide supplemental sheets as applicable

If included in rate, provide detail of any cost component other than those identified.

⁽¹⁾ = M1 + J2

⁽²⁾ = M1 + J3

LABOR RATESCompany Name: OP-TECH Environmental Services, Inc.Date: 24-Mar-15

Instructions: Complete this form for each classification of Contractor's personnel who will be working on this project.

Job Title/Position: ADMINISTRATIVE ASSISTANT

		Column 1 Straight Time	Column 2 Overtime 1.5 (Premium Portion Only)	Column 3 Overtime 2.0 (Premium Portion Only)
A.	Base Hourly Wage (BHW) (W-2 Salary)	_____ /hr	_____ /hr	_____ /hr
B.	_____ % FICA	_____ /hr	_____ /hr	_____ /hr
C.	_____ % Fed & State Unemployment	_____ /hr	_____ /hr	_____ /hr
D.	_____ % Worker's Compensation	_____ /hr	_____ /hr	_____ /hr
E.	_____ % Insurance	_____ /hr	_____ /hr	_____ /hr
F.	_____ Welfare	_____ /hr	_____ /hr	_____ /hr
G.	_____ Pension	_____ /hr	_____ /hr	_____ /hr
H.	_____ % Vacation	_____ /hr	_____ /hr	_____ /hr
I.	_____ % Education, Training & NEBF	_____ /hr	_____ /hr	_____ /hr
J.	Subtotal A+B+C+D+E+F+G+H+I	_____ /hr	_____ /hr	_____ /hr
K.	_____ % % Overhead x J =	_____	_____	_____
L.	_____ % % Profit X (J&K) =	_____	_____	_____
M.	Total Burdened Rate (Billable) J+K+L =	_____ /hr	_____ /hr ⁽¹⁾	_____ /hr ⁽²⁾
N.	Gross Mark-up on BHW M/A =	_____	_____	_____

Notes: Contractor must attach copies of all applicable labor agreements

All rates subject to audit/verification.

Provide supplemental sheets as applicable

If included in rate, provide detail of any cost component other than those identified.

⁽¹⁾ = M1 + J2

⁽²⁾ = M1 + J3

LABOR RATES

Company Name: OP-TECH Environmental Services, Inc.Date: 24-Mar-15

Instructions: Complete this form for each classification of Contractor's personnel who will be working on this project.

Job Title/Position: PROJECT MANAGER

		Column 1 Straight Time	Column 2 Overtime 1.5 (Premium Portion Only)	Column 3 Overtime 2.0 (Premium Portion Only)
A.	Base Hourly Wage (BHW) (W-2 Salary)	/hr	/hr	/hr
B.	%FICA	/hr	/hr	/hr
C.	%Fed & State Unemployment	/hr	/hr	/hr
D.	% Worker's Compensation	/hr	/hr	/hr
E.	% Insurance	/hr	/hr	/hr
F.	Welfare	/hr	/hr	/hr
G.	Pension	/hr	/hr	/hr
H.	% Vacation	/hr	/hr	/hr
I.	% Education, Training & NEBR	/hr	/hr	/hr
J.	Subtotal A+B+C+D+E+F+G+H+I	/hr	/hr	/hr
K.	% Overhead x J =			
L.	% Profit X (J&K) =			
M.	Total Burdened Rate (Billable) J+K+L =	/hr	/hr ⁽¹⁾	/hr ⁽²⁾
N.	Gross Mark-up on BHW M/A =			

Notes: Contractor must attach copies of all applicable labor agreements

All rates subject to audit/verification.

Provide supplemental sheets as applicable

If included in rate, provide detail of any cost component other than those identified.

⁽¹⁾ = M1 + J2

⁽²⁾ = M1 + J3

12. EXHIBIT 2
CONTRACTOR'S EQUIPMENT RATES

EMERGENCY/nonEMERGENCY SPILL RESPONSE EQUIPMENT & MATERIAL RATE SHEET

EQUIPMENT

Item	\$ Rate	Daily	Other Equivalent Equipment
Air Mover Vactor	\$	Daily Rate	
High powered vacuum truck/cusco	\$	Daily Rate	
5800cfm air mover/guzzler	\$	Daily Rate	
Tractor with rolloff trailer	\$	Daily Rate	
Pickup/van/car/crew cab	\$	Daily Rate	
Response vehicle -Box van (16' and over) w/power lift gate	\$	Daily Rate	
Vacuum truck, straight	\$	Daily Rate	
Lumex RA915+Hg vapor analyzer	\$	Daily Rate	
18" containment boom ft/day	\$	Daily Rate	
Roll off container with tarp & bows	\$	Daily Rate	
Air compressor 175cfm	\$	Daily Rate	
Stake body/utility truck	\$	Daily Rate	
Level C w/CPOF1,2 or polytyvec/changeout	\$	Daily Rate	
Box truck 10 wheel	\$	Daily Rate	
Backhoe loader, 1 yard bucket	\$	Daily Rate	
Bobcat loader/mini excavator	\$	Daily Rate	
Modified level D (tyvec, gloves and boots)	\$	Daily Rate	
10 inch swamp boom per foot per day	\$	Daily Rate	
Dump Truck (10 wheel permitted)	\$	Daily Rate	
Trailer, Heavy Equipment	\$	Daily Rate	
5 Yard Drum Truck	\$	Daily Rate	
Spill Response Trailer	\$	Daily Rate	
Pressure Washer	\$	Daily Rate	
Generator	\$	Daily Rate	
Pump, Medium Duty, 2"	\$	Daily Rate	
Portable Lights	\$	Daily Rate	
Drum Vac	\$	Daily Rate	
Tractor/Lowboy (Prime Mover)	\$	Daily Rate	
6 ton Utility Trailer	\$	Daily Rate	
Box Truck (6 wheel) w/ lift gate (Isuzu)	\$	Daily Rate	
Excavator < 20,000 lb.	\$	Daily Rate	
Excavator < 50,000 lb.	\$	Daily Rate	
Loader, 3-4 CY	\$	Daily Rate	
Plate Tamper (33")	\$	Daily Rate	
Plate Tamper (25") / Jumping Jack	\$	Daily Rate	
Vibratory Roller	\$	Daily Rate	

MATERIALS**CONSUMABLES WILL BE PAID AS USED AND AUDITABLE**

Item	\$ Rate	Daily	Other Equivalent Equipment
Absorbent boom, 5in x 10 ft x 4/bale	\$	per bale	
Pink stuff degreaser	\$	per gallon	
55 G / 205 L steel drum, reconditioned 1A2/Y1.2/100 (17-H)	\$	each	
Duct tape	\$	per roll	
Flex hose (6inch 100 foot roll)	\$	per roll	
Rags, 50 lb / 23 kg	\$	50 lb box	
Absorbent pad (101 grade) 100/bale	\$	per bale	
Polysheet 6mil 20ft x 100ft	\$	per roll	
Speedi dry	\$	per bag	
Absorbant Boom, 8in x 10 ft x 4/bale	\$	per bale	
Universal Pads (100/bale)	\$	per bale	
Roll, Absorbent Sweep, 3/8" x 19" x 100'	\$	per roll	
Plastic Bags, 6 mil	\$	each	
85 gallon Steel Overpack	\$	each	
95 gallon Plastic Overpack	\$	each	
Haz Mat Box w/ liner and pallet	\$	each	
5 gallon pail	\$	each	
Level B, SCBA/in-line air	\$	Daily	
Level A PPE	\$	Daily	
Leather Work Gloves	\$	per pair	
Nitrile Gloves	\$	per pair	
Polycoated Disposable Coveralls (Shieldtech 35)	\$	per suit	
Dielectric Gloves & Boots	\$	Daily	
Flame Retardant Coveralls	\$	Daily	

13. EXHIBIT 3
PRICE CONSIDERATIONS

Emergency Spill Response Pricing Considerations

Please answer the sections below, by either placing an X on your position, or a figure as applicable

- I. In what National Grid Regions will the required service & pricing (labor & equipment & considerations) provided in this bid, be applicable?

New England

NE RI Capital _____
 NE RI Coastal _____
 NE N Central _____
 NE N Western _____
 NE S Southeast _____
 NE S South Shore _____
 NE N MV and Granite State Electric _____
 NE N North Shore _____

New York South

Long Island _____
 Nassau County _____
 Suffolk County _____
 NYC _____
 Queens (Queens County) _____
 Brooklyn (Kings County) _____
 Staten Island (Richmond County) _____

New York North

NY West ☒
 NY Central ☒
 NY East ☒

- II. Contract pricing: the RFP states pricing to be firm & fixed for the first year of the contract.
 Will you hold your pricing for the first year, with subsequent years to be negotiated if necessary: ☒ Yes ☐ No

- III. Payment Terms ☐ discount if paid in 10 days; net 30
 e.g., 2%10 net 30

- IV. Annual Volume Discount Schedule (Assuming Primary Awards for NY West and NY Central Regions)

discounts would be applied to invoices once threshold was met

Dollar Thresholds

\$500,000
 \$1,000,000
 \$1,500,000
 \$2,000,000
 \$3,000,000
 \$3,500,000
 \$4,000,000
 \$4,500,000

Percent Discount



- Annual Volume Discount Schedule (Assuming Primary Awards for NY West, NY Central, and NY East Regions)

Dollar Thresholds

\$500,000
 \$1,000,000
 \$1,500,000
 \$2,000,000
 \$3,000,000
 \$3,500,000
 \$4,000,000
 \$4,500,000

Percent Discount



- V. Bidding Company: OP-TECH (an NRC Company)
 Completed By (name): Bill Hunter
 Title: VP
 Date: 5/15/2015

**J. DOCUMENTS WHICH MAY NOT BE ISSUED UNTIL AFTER THE
AGREEMENT EFFECTIVE DATE**

(e.g., Change Order Amendments)