Leak Survey Contract: Upstate NY 2013 - 2015

nationalgrid

Contract
with

Premier Utility Services, LLC
for
Leak Survey Services
Upstate NY
2013 - 2015
PO # 4400003509

April 8, 2013

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AGREEMENT

1 Parties in Agreement

This Agreement ("Agreement") made and entered into on the date when signed by the party signing last in time, by and between National Grid USA and affiliated Companies ("National Grid" or "Company"), a corporation in New York, with offices at 300 Erie Blvd. West, Syracuse, NY 13202, and Premier Utility Services, LLC ("Contractor"), a New York corporation having its principal place of business at 100 Marcus Blvd., Suite # 3, Hauppauge, NY 11788.

2 Term

The Agreement shall become effective on 4/1/13 and shall continue in full force and in effect until the completion of the term, to expire on 3/31/15, and the expiration of all guarantees, warranties and indemnities provided for therein.

3 Scope of Work

- 3.1 The Contractor agrees to perform all the Work and do all that is necessary to perform the Work in accordance with the Agreement including the Contract Documents. The Company does not guarantee the Contractor any level or quantity of Work in this Agreement.
- 3.2 The Contractor assumes full responsibility for the Work until its acceptance by the Company.
- 3.3 This Agreement covers the following bid area(s): Upstate NY
- 3.4 The Company does not guarantee the Contractor any level or quantity of Work pursuant to this Agreement. The Company reserves the right during the Term of the Agreement to award any Leak Survey projects to third parties or to perform any Leak Survey projects utilizing Company crews. The Company will maintain an organization of its own to perform any or all of the Work contemplated under the Agreement and shall have the right to perform any or all of the Work.

4 Contract Documents

The following documents, including all attached schedules, appendices, exhibits, enclosures, plans or other attachments thereto, are incorporated by reference as if fully set forth herein, and are hereinafter referred to collectively and individually as the "Contract Documents" or the "Agreement":

- § Terms and Conditions
- § Exhibit A UNY Leak Survey Specification
- § Exhibit B1 Safety Procedure Contracted Services
- § Exhibit B2 Contractor Safety Requirements
- § Exhibit C1 Anti-Drug & Alcohol Specification CMD-101
- § Exhibit C2 Global Alcohol & Drugs Policy
- § Exhibit D EEOC Requirements
- § Exhibit E Exceptions & Deviations Form
- § Exhibit F1 Environmental Procedure EP6
- § Exhibit F2 Environmental Procedure EP17
- § Exhibit G1 Contractor Background Check Requirements NGSP 6
- § Exhibit G2 NGSP 6 Attachment A
- § Exhibit G3 NGSP 6 Attachment B-2

- § Exhibit G4 NGSP 6 Attachment C
- § Exhibit H Pricing Workbook

5 <u>Notices</u>

Any notice to be given under this Agreement shall be in writing and delivered to the address listed below:

Company Point of Contact:

Tom Picciott Leak Survey Supervisor National Grid 300 Erie Blvd. West Syracuse, NY 13202 Ph: 315-428-5996 Thomas.Picciott@us.ngrid.com

Contractor Point of Contact:

David Haller
Manager of Gas Operations
Premier Utility Services, LLC
100 Marcus Blvd., Suite #3
Hauppauge, NY 11788
Ph: 800-262-8600
dhaller@premierlocatingllc.com

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

	National Grid USA	Premier Utility Locating, LLC		
Ву:	John Committee of the c	Vafal The		
Typed:	JoHA J. RAVALAULA	VINCENT MARCHESE THE		
Title:	DIRECTOR	VICE PRESIDENT		
Date:	5/6/13	4/16/13		

Terms and Conditions



SCHEDULE B

NATIONAL GRID USA SERVICE COMPANY, INC. AND AFFILIATED COMPANIES

TERMS AND CONDITIONS

FOR

CONSTRUCTION PURCHASE ORDERS

DOCUMENT NO. 00700, *REVISED 11/11*

Exhibit A: Leak Survey Specification



Contract Specification

Gas Leak Survey Services

National Grid's Upstate New York Territory

February 11th, 2013

Exhibit B: Safety Requirements





Exhibit C: Anti-Drug & Alcohol Requirements





Exhibit D: Equal Employment Opportunity Requirements



Exhibit E: Exceptions and Deviations Form

Please use this form to explicitly document and submit any exceptions or deviations from the requirements, Terms and Conditions, or anything included in this RFP. Please be sure to save this document with a filename that clearly identifies your company name.

Scope: Performance of Gas Leak Survey services in upstate NY.

Company Name: Premier Utility Services, LLC

Clearly identify any exceptions and deviations by referring to the Section # and Subsection # clearly stating the item that cannot be met:

All exceptions have been satisfactorily addressed in the revised terms and conditions attached as part of this contract.

Exhibit F: Environmental Procedures





Exhibit G: Security Procedure NGSP-6









Exhibit H: Bid Pricing Workbook

Contractor		Premier Utility Services, LLC	Line Item Descriptions 4-1-2013 - 3/31/2019		013 - 3/31/2015
Bid Region	Unit #	Work Type	Contract Desc 40 Character Set Up Info	UOM	Finalized Unit Price
Upstate New York	2	Walking survey(3&5 yr) with inside inspections (knock on door) per mile (note 6&8)	SVC, WLKG SRVY W/INSIDE INSPCTN UNY	mile	
Upstate New York	4	Business District Survey with inside inspections (knock on door) per mile (note 6&8)	SVC, BUS DIST SRVY W/INSIDE INSPCTN UNY	mile	
Upstate New York	5a	Outside Atmospheric only inspection with inside inspection (knock on door) per mile (note 6&8) - consecutive homes	SVC, OUTSD ATMSPHRC W/INSIDE INSPCTN UNY	mile	
Upstate New York	6a	Painting: Inside (note 2)	SVC, PNTNG INSIDE UNY	each	
Upstate New York	7	Transmission Line Survey/Patrol per mile (area TBD)	SVC, XMSN LINE SRVY/PTRL UNY	mile	
Upstate New York	7a	Transmission Line Survey/Patrol per mile without Installing Markers	SVC, XMSN LINE SRVY/PTRL W/O MRKRS UNY	mile	
Upstate New York	8	Surveyor Rate - Fully Equipped w/Vehicle	SVC, SURVYR FULLY EQUIP W/CAR UNY	hour	
Upstate New York	Va I	Surveyor Rate - Fully Equipped w/Vehicle for Grade 2 & 3 Leaks Founds	SVC, SURVYR FULLY EQUIP W/CAR GR 2&3 UNY	each	
Upstate New York	9	Arrange/schedule inside inspection (call center) per each (note 7)	SVC, SCHDL INSIDE INSPCTNS UNY	each	
Upstate New York		Perform scheduled inside inspection per address (single address) (note 1,3,4,5&9) without wrench repair	SVC, INSIDE INSPCTN CMPL W/O WRNCH UNY	each	
Upstate New York	7()2	Perform scheduled inside inspection per address (single address) (note 1,3,4,5&9) without leak check	SVC, INSIDE INSPCTN CMPL W/O LEAK CK UNY	each	
Upstate New York	13	Outside pipe painting per address	SVC, OUTSD PIPE PNTNG PER ADDRSS UNY	each	
Upstate New York	16	Schedule, supervise and Monitor survey activities for year	SVC, MGMT LEAK SRVY PRGM UNY	Lump Sum	
Upstate New York	17	Back Office: Print/prepare service cards and maps for year	SVC, BK OFC PREP PRNT SVC MAPS UNY	Lump Sum	
Upstate New York	18	Additional charge for inspection of each additional meter on multimeter inside sets	SVC, INSIDE INSPCTN CMPLTD ADD CHG UNY	each	