AGREEMENT BETWEEN OWNER AND CONTRACTOR

SIR CONSTRUCTION/ENVIRONMENTAL REMEDIATION MINI-BLANKET REFERENCE SAP PURCHASE ORDER NUMBER: tbd

THIS AGREEMENT is dated as of the 7th day of January, 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 USA ("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 Environmental Strategies & Applications, Inc. (hereinafter called "Contractor"), having its principal corporate place of business at 495 Union Avenue, Suite 1D, Middlesex, NJ 08846

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 described as follows:

Projects such as, but not limited to: soil excavation/dewatering and waste management for a variety of purposes including investigation, pre-design, and other studies, small scale demolition such as individual former structures, treatment system installation, limited cap installation typically including pavement or gravel surface covers, installation or decommissioning of utilities, hazardous material abatement.

Article 2. THE PROJECT

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

SITE INVESTIGATION & REMEDIATION (SIR) CONSTRUCTION/ENVIRONMENTAL REMEDIATION

Article 3. CONTRACT TIMES

3.01. Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within the number of calendar days as identified within the Contractor's Schedule following the Owner's issuance of the notice to proceed and completed and ready for final payment in accordance with paragraph 13.09 of the General Conditions within the number of calendar days as identified within the Schedule plus an additional 30 days of Owner's issuance of the notice to proceed.

3.02. Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence of this Agreement.
- B. Contractor and Owner further recognize that Owner will suffer financial loss if the Work is not completed within the times specified 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 Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.01.A for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner the pre-negotiated dollar amount for each day that expires after the time specified in paragraph 3.01.A for completion and readiness for final payment.

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 the Bid Schedule of Values and incorporated into the Work. Lump Sum price items shall be all inclusive and shall include all Work reasonably associated with or implied by the lump sum price including, but not limited to, make ready work, temporary facilities and construction, supply of materials and equipment, profit, overhead, required taxes, permits, licenses and any other items specified or implied by the Contract Documents.
- 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.
- A. Progress Payments and Retainage. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment, on or about the fifth (5th) day of each month during performance of the Remediation as provided in paragraphs 5.01.A.1 and A.2 below.

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. Ten percent (10%) 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. 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.
- F. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- G. Contractor has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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
 - Business Continuity Plan
 - J. Exhibits to this Agreement enumerated as follows:
 - 1. Exhibit 1, Contractor's Labor Rates
 - Exhibit 2, Contractor's Equipment Rates
 - 3. Exhibit 3, Mini Blanket Price Considerations
 - K. The following, which may be delivered, prepared, or issued on or after the Effective Date of the Agreement, and are not attached hereto:
 - 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. There are no Contract Documents other than those listed in this Article 7.
- 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 ISNetworld; should Contractor fail to maintain a passing grade, all remediation activities being performed must safely cease until satisfaction of ISNetworld requirements.
- 8.09. Contract Duration: The term of this contract shall be for a two (2) year period beginning January 7, 2015 with the option to extend the durational 3 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	Environmental Strategies & Applications, Inc.
Owner: National Grid	Contractor: Stephen E Fauer
By: Colleen Keane Olline	By: Stephen E Fauer By: Type & Fauer
Title: Sr Buyer	Title: President
Date: 01-09-15	Date: <u>January</u> 9, 2015

B. GENERAL TERMS & CONDITIONS FOR ENVIRONMENTAL REMEDIATION

STANDARD GENERAL CONDITIONS OF THE CONTRACT BETWEEN

NATIONAL GRID USA SERVICE COMPANY, INC. AND AFFILIATED COMPANIES

AND

ENVIRONMENTAL REMEDIATOR



C. CONTRACTOR'S PROPOSAL INCLUDING CLARIFICATIONS

NA

D. BACKGROUND CHECKS LEVEL 1 & LEVEL 2

E. ENVIRONMENTAL REQUIREMENTS

F. CERTIFICATE OF INSURANCE

G. MUTUAL NON-DISCLOSURE AGREEMENT

IN WITNESS WHEREOF, this Non-Disclosure Agreement has been executed by authorized representatives of the Parties as of the date first above written.

National Grid

Environmental Strategies & Applications, Inc.

By:

Name: Stephen E. Fauer

Name: Colleen G. Keane

Title: Global Procurement Sr. Buyer

Title: President

H. BIDDER SAFETY INFORMATION REQUEST

I. BUSINESS CONTINUITY PLAN

J1. EXHIBIT 1 CONTRACTOR'S LABOR RATES

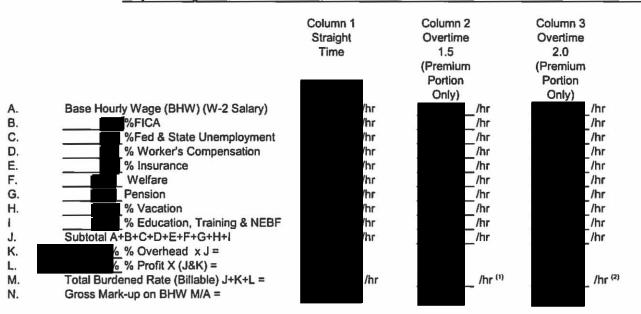
LABOR RATES

Company Name: Environmental Strategies & Applications, Inc. Date: 11/5/2014

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

Job Title/Position:

Project Manager



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.

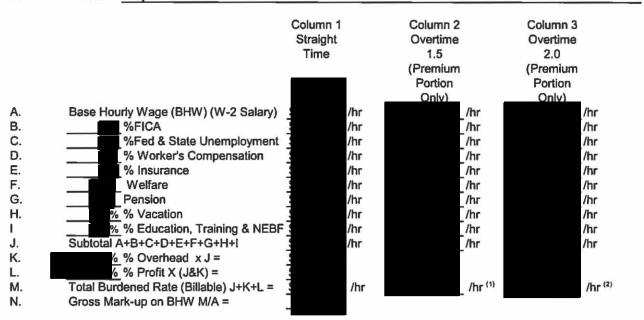
 $^{(1)} = M1 + J2$

LABOR RATES

Company Name: Environmental Strategies & Applications, Inc. Date: 11/5/2014

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

Job Title/Position: Project Scientist I



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.

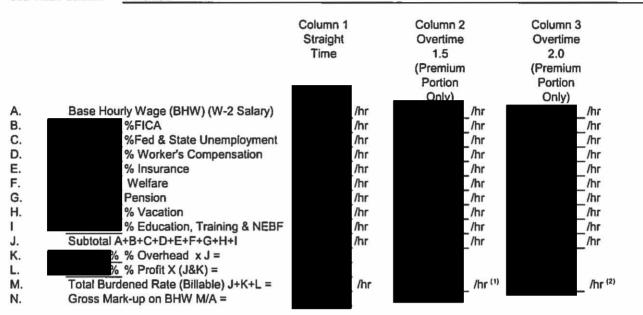
 $^{(1)} = M1 + J2$

LABOR RATES

Company Name: Environmental Strategies & Applications, Inc. Date: 11/5/2014

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

Job Title/Position: Foreman



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.

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

LABOR RATES

Company Name:

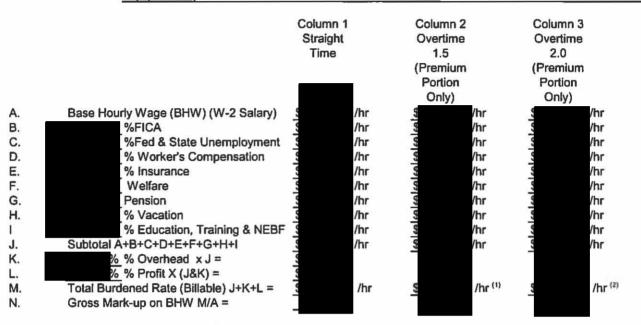
Environmental Strategies & Applications, Inc.

Date: 11/5/2014

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

Job Title/Position:

Equipment Operator



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.

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

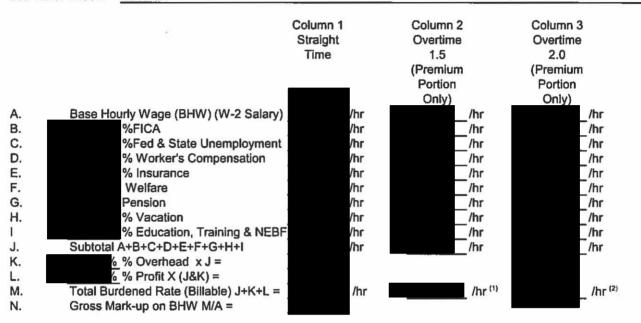
^{(2) =} M1 + J3

LABOR RATES

Company Name: Environmental Strategies & Applications, Inc. Date: 11/5/2014

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

Job Title/Position: Laborer



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.

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

#REF!

SUMMARY OF STRAIGHT TIME HOURLY RATE

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

Project Manager Project Scientist Foreman Equipment Operator Laborer **APPRENTICE 6 LINEMAN APPRENTICE 5, LINEMAN II APPRENTICE 4 LINEMAN APPRENTICE 3, LINEMAN III** APPRENTICE 2 LINEMAN **APPRENTICE 1 LINEMAN** LEAD ELECTRICIAN **JOURNEYMAN ELECTRICIAN** APPRENTICE 7 ELECTRICIAN **APPRENTICE 6 ELECTRICIAN APPRENTICE 5 ELECTRICIAN** APPRENTICE 4 ELECTRICIAN **APPRENTICE 3 ELECTRICIAN APPRENTICE 2 ELECTRICIAN** APPRENTICE 1 ELECTRICIAN BAREHAND SUPERINTENDENT **BAREHAND FOREMAN** BAREHAND LEAD LINEMAN BAREHAND JOURNEYMAN LINEMAN

Overhead Breakdown

Bidders shall provide a breakdown of costs included in overhead percentage component of the labor rates

evernous percentage compenent of the labor rates		
Description	%	

-1	,	

J2. EXHIBIT 2 CONTRACTOR'S EQUIPMENT RATES

EQUIPMENT RATES NOTES

- All Equipment rates are quoted without operator, but shall include fuel and other operating, maintenance and repair costs, all necessary attachments, and all markups for insurance, overhead and profit.
- 2. Equipment rates shall not exceed % of the monthly rates, including all applicable modifiers and hourly operating cost found in the Rental Rate Blue Book for Construction Equipment, published by Equipment Watch, 1735 Technology Drive, Suite 410, San Jose, CA 95110-13333 which is incorporated by reference as if fully set forth in this Agreement. T Contractor shall provide photocopied backup documentation from the Blue Book for each pic of Equipment. Additional rates and their justification for Subcontractor Equipment and/or Equipment not in the following list shall be provided to and accepted by the Owner prior to performing work.
- 3. Monthly rates shall be based on hours per month. Rates for lesser time periods of use shall be determined by dividing monthly rates by hours and multiplying by actual hours Equipment is used.
- 4. Equipment classifications not included in this agreement, shall be submitted and approved be the Owner prior to Equipment mobilization to the Site.
- 5 All rates shall be in effect for the term of this Agreement.

National Grid

Description	Units	Price
Utility Truck	Day	
Backhoe	Day	
Mini Excavator	Day	
Medium Track hoe with Thumb	Day	
Medium Track hoe hammer	Day	
Skid Steer with Hammer	Day	
Skid Steer with Rubber Tires	Day	
Skid Steer with Tracks	Day	
Dump Truck with Driver	Day	
Triaxle Dump Truck with Driver	Day	
Electric Dewatering Pumps 50 gpm 25 ft. of discharge hose(Lay flat 2")	Day	
20 ft. suction hose	Day Day	
Generator (2,500 watt)	Day	
Fuel	Per Gallon	
Concrete Flat work (2-man crew)	Day	
Concrete (min 4 CY)	CY	
Concrete (over 200 sqft)	Sqft	
Asphalt (per sqyd)	SqYd	
Dense Graded Aggregate (DGA) (min of 22 tons)	Ton	
3/4" Clean Stone (min of 22 tons)	Ton	
Demolition Saw	Day	
Demo Blades	each	
Alr Jack hammer	Day	
Compressor	Day	
Electric Jack Hammer	Day	
Bits	each	
Sawzaw	Day	
Sawzaw Blades	each	
Geoprobe (54 DT)	Day	
Geoprobe (78 DT)	Day	
Macro tubes (4' liner no soil catcher)	each	
Macro tubes (5' liner no soil catcher)	each	
screen 1" (0.010)	each	
Riser 1" (540 pvc)	each	
1" points	each	
bentonite (30 mesh) 50 lbs	each	
hole plug medium chip/50 lbs	each	
sand - well gravel #1 50 lbs	each	
screen 2" riser 2"	each each	
riser 2" 2" point female	each	
2" point remaie 2" point male	each	
2" male plug	each	
portland cement 94 lbs	each	
poly tubing 3/8X1/4 (100')	foot	
poly tubing 1/4X3/16 (100')	foot	
poly tubing 3/8X1/2 (100')	foot	
Care Drill	each	
Steel point	each	
Aluminum points	each	
ear plugs (box of 200)	each 1	
safety glasses	each	
PVC gloves / pair	each	
rubber boots (disposable)	each	
white Tyvek (per suit)	each	
yellow Tyvek (per suit)	each	
half face res.	each	
Full face res.	each	
organic/hepa cart.	each	
Hepa cart.	each	
Tool Trailer (rake, shovels, wheel barrels, tyvek	each	
rake	each	
wheel barrels Rubber over boots	each	
	each	

J3. EXHIBIT 3 MINI BLANKET PRICE CONSIDERATIONS

Mini-Blanket Pricing Considerations

1. In what National Grid Regions will the pricing (labor & equipment) provided in this bid, be applicable?

place an X on the line for the applicable Region(s)

Downstate New York

X

New England

Upstate New York

II. Payment Terms

e.g., 2%10 net 30

III. Volume Discount Schedule

discounts would be applied to invoices once threshold was met

Dollar Thresholds

0 - \$25,000

\$25,001 - \$50,000

>\$50,000

Percent Discount



IV. Bidding Company:

Environmental Strategies & Applications, Inc. (ESA)

Completed By (name):

Stephen E. Fauer

Title:

President

Date: 5-Nov-14

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

(e.g., Change Order Amendments)