



Contract Agreement

between

**National Grid USA Service Company, Inc.
("National Grid USA")**

and

Matrix SME Inc.

to provide

Construction Related Services

for the

Oneida Station 13.5kV Rebuild Project

Project Location: 4966 Hill Road Verona, New York

National Grid PO Contract No. 4400003551

May 1, 2013

National Grid Ariba Event Reference:

Doc239624060 - RFP068-13 Oneida Substation Construction

AGREEMENT

This Agreement, made and entered into on the date when signed by the party signing last in time, by and between National Grid USA Service Company, Inc and its affiliates (Owner), a Massachusetts corporation with offices at 40 Sylvan Road, Waltham, MA 02451, and existing under the law of the State of Massachusetts, 40 Sylvan Road Waltham MA 02145, and Matrix SME (Contractor), having its principle place of business at 601 New Brunswick Ave. Rahway, NJ 07065 is for the Work identified as:

This project will provide for the replacement of the existing 13.2 kV outdoor metal clad switchgear, the replacement of transformers #3 and #4 with 24/32/40 MVA 115kV to 13.2kV transformers and feeder getaways install. Locating the new indoor switchgear inside the control building to support the future 115kV yard rebuild.

Oneida Station 13.5kV Rebuild Project Purchase Order Contract No. 4400003551

ARTICLE 1 - SCOPE OF WORK

The Contractor hereby agrees to provide all equipment, apparatus, tools, minor construction labor services and materials except those specified in the Material List of the Substation Field Issue as furnished by the OWNER to perform construction activities throughout the entire construction timeline in accordance with all of the specifications and contract documents associated with this Agreement. Where a conflict is identified in these documents by the CONTRACTOR, it shall immediately be brought to the OWNER'S representative for resolution prior to beginning the affected work.

Contractor will be working in an energized yard and near or directly under overhead conductors. It is imperative that low headroom excavating equipment and hand-digging and vacuum excavation be considered in order to maximize clearances away from energized rigid bus, conductors, equipment and buried utilities. It is also imperative to schedule civil-related work activities to accommodate the electrical activities on site during several time-sensitive planned power outage intervals associated with this project. Contractor may be required to mobilize civil crews several times to complete some areas of the work.

ARTICLE 2 - CONTRACT DOCUMENTS

The following documents, including all attached schedules, appendices, exhibits 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":

Schedule A, Non Disclosure Agreement

Terms and Conditions 00700, dated Revision Date 10/27/11

Schedule B, Scope of Work and Specifications

Schedule C, Pricings

Schedule D, Contractor Submittals

Schedule E, Payment Schedule

Schedule F, Safety Requirements

Schedule G, Environmental Requirements

Schedule H, Background Check

Schedule I, Certificate of Insurance

Schedule J, Contractor's Scheduling Requirements

ARTICLE 3 – SCHEDULE

3.1 The Work to be performed under this Agreement shall be commenced on the date specified in the Owner's notice to proceed, and shall be prosecuted to completion in accordance with Article 13.0 of National Grid 00700 Terms and Conditions, a copy of which is incorporated herein by reference as Schedule J.

3.2 The Contractor shall develop a Project Schedule in accordance with the requirements set forth in Schedule J, "Contractor's Scheduling Requirements."

The Contractor agrees to commence any Work to be performed under this Agreement at the time specified by National Grid, and to carry it on continuously with such diligence that the Work will be completed on schedule. Any agreed upon changes to project schedule(s) listed in Schedule J will be summarized by National Grid and will be acknowledged in writing by Contractor.

ARTICLE 4 - CONTRACT PRICE

4.1 The Contract Price for the Oneida Station 13.5kV Rebuild Project is:

\$ [REDACTED] USD

Two million sixty-four thousand three hundred thirty-eight dollars

Contract price included providing one dedicated project Safety Representative for the entire project.

Unit price for Soil Removal is \$65.00 per cubic yard for disposal to the AVA landfill

4.2 The Contract Price shall be adjusted for additions, deletions, or changes to the Work as set forth in Section 10.1 of the Terms and Conditions. The Project Price shall be all-inclusive for the Work required by this Agreement as set forth in the Contract Documents including, but not limited to, the Terms and Conditions.

4.3 All "Change Order" must be presented and approved by a National Grid representative before the "out-of-scope" work is performed. A unit sheet itemizing the tasks performed shall be submitted at the conclusion of the day the "Change Order" are performed. "Extra's" will be charged according to predefined T & M rate in Schedule C.

4.4 10% retainer will be held for each submitted invoice until final acceptance is approved by National for work completed including meeting specifications and schedule requirements.

ARTICLE 5 – INVOICING / PAYMENTS

5.1 The Contractor shall submit one invoice for each milestone payment due Contractor as set forth in payment schedule listed in Schedule E.

5.2 Upon receipt of an invoice acceptable to the Owner certifying the respective milestone activity stated in contractor's schedule has occurred and upon the Owner's concurrence that said milestone activity has successfully completed, the Owner will make payments to the Contractor as set forth below:

- 5.3 As part of National Grid's terms and conditions a 10% retainer will be held for each submitted invoice until project closeout. Invoices are to contain completed work with itemized detail specific to work scope / units completed, reflecting a 10% retainer (e.g. Work completed worth \$500,000. Invoice submitted total is \$450,000 referencing and additional line item for a \$50,000 retainer).
- 5.4 Upon project closeout, the Contractor will be required to submit a summary invoice inclusive of all 10% retainer fees. Each of the fees is to reference the Contractor's original invoice inclusive of scope of work and applicable funding#.
- 5.5 Payment term is Net 30 days.

ARTICLE 5 - NOTICES

Notices required or permitted under this Agreement shall be addressed to:

Contractor	Owner
Matrix SME Kevin Kirby Construction Manager 601 New Brunswick Ave. Rahway, NJ 07065 Tel: 732-388-3540 kkirby@matrixsme.com	National Grid USA Service Company, Inc. Yiu Wong, Senior Buyer, Procurement -Substation & Underground Line Construction 40 Sylvan Road Waltham, MA 02451 Ph: 781-907-3676 yiu.wong@nationalgrid.com

ARTICLE 6 – TERM OF AGREEMENT

The Term of this Agreement shall be the period beginning with the executed date within this agreement and ending upon completion of all applicable contract deliverables as approved by National Grid and defined in attached project schedule(s) listed in Schedule J

ARTICLE 7 - ENTIRE AGREEMENT

This Agreement, including all Contract Documents, constitutes the entire Agreement between the Owner and the Contractor, with respect to the Work specified, and all previous representations relative thereto, either written or oral are hereby annulled and superseded. No modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

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.

Contractor:

Matrix SME, Inc.

Signature

Name

Title

Date

Owner:

National Grid USA Service Company, Inc.

Signature

Name

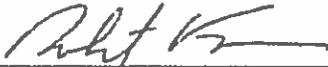
Title

Date

**Schedule A - Non Disclosure Agreement
Terms and Conditions**

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

MATRIX SME

By: 
Name: ROBERT KORMAN
Title: ESTIMATING MANAGER

(National Grid Business Entities)

By: _____
Name:
Title:

ACCEPTANCE OF CONDITIONS

The Contractor hereby agrees that any Work (as defined in the Purchase Order) performed for Company in compliance with any order, written or verbal, shall be governed by the terms and conditions cited in the Purchase Order whether or not specific reference is made to the below noted Terms and Conditions by the Purchase Order unless the Purchase Order specifically contains terms and conditions other than those contained in said Terms and Conditions; then those terms will apply to the extent that they are different.

Receipt of the below noted Terms and Conditions is hereby acknowledged on the date executed below, and the undersigned agrees to be bound to same and the signatory represents complete authority to sign on behalf of the Contractor.

MATRIX SERVICE INDUSTRIAL CONTRACTORS, INC
Contractor

By: _____

VICE PRESIDENT
Title

Date: 10/27/11

1510 CHESTER PIKE, STE 500
Street Address

EDDYSTONE, PA 19027
City, State, Zip Code

Reference Terms and Conditions Document No. 00700

Revision Date 10/27/11

Schedule B - Scope of Work and Specifications

The following applicable Scope of Work / Design Packages with supporting documents are referenced and incorporated as part of this contract agreement and are archived in the Ariba sourcing event Doc239624060 RFP068-13 Oneida Substation Rebuild:

Ariba RFP Section	Document Name
8	<p><u>Addendum #1 – 2/20/2013</u> Oneida Sub Rebuild Pre Bid Meeting Note.pdf SP.08.00.001 Standard Construction Specification for Electric Stations 2.pdf Oneida Station Rebuild Commissioning Reasonability Martix Final.pdf</p> <p><u>Addendum #2 – 3/4/2013</u> N13001010.pdf 2000MCM cable cut sheet and conduit ventilator.pdf MS4168 MS5013 Spec.zip PR1003 FTT&BF Testing.pdf SMP400.80.2.pdf Soil Boring Logs 60488010 - 2 pages.pdf</p> <p><u>Addendum #3 – 3/5/2013</u> OCIP Information</p>
9	<p><u>Technical Specifications</u></p> <p>9.1 - Oneida Station 13.2kV Rebuild Scope of Work 12-11-12.pdf 9.2 - Oneida Substation Rebuild Drawing Package 2-20-13.zip 9.3 - National Grid - Oneida Station 501 Distribution Rebuild Electrical BOM 2-20-13.xls 9.4 - Oneida Rebuild Project Construction Schedule 2-15-13.xls</p>

Schedule C - Pricings

ONEIDA SUBSTATION REBUILD

03/01/2013 Rev-2

INSTRUCTIONS:
 Labor Manhours under Prime Labor and Construction contracts is for Prime hours and rates only. It will be subcontracted show dollars and hour under appropriate Subcontract column.
PROJECT NUMBER: 13013A (03/01/2013) 03/01/2013

PROJECT NUMBER (03/01/2013) 03/01/2013	REMOVAL COSTS		INSTALL COSTS		SUB-CONTRACT LABOR \$	SUB-CONTRACT LABOR Manhours	ADDITIONAL SUB-CONTRACT \$	ADDITIONAL SUB-CONTRACT Manhours	MATERIAL SUPPLIES	GENERAL EXPENSES	SPECIAL CONST. EQUIPMENT	TOTAL
	PRIME LABOR	PRIME CONSTRUCTION	PRIME LABOR	PRIME CONSTRUCTION								
	Manhours	Manhours	Manhours	Manhours								
Work associated with Oneida Substation Rebuild, based on project scope of work document. Mobilization DeMobilization Major Equipment Installations Site Work General Building Equipment Work Protection and Relay Work Switchyard General Work General Electrical Close Out Final Demolition Close-out Commissioning and Documentation Testing and Commissioning Distribution Work Per Drawing N-13001 (Issue 01/11/2013)												
TOTALS & LUMP SUM TOTAL												

Storm Control Measure Per SWPPP Estimate Range
 Please do not include the Storm Control Measure cost in this lump sum bid.

Major Equipment and Material Mark-Up Percentage

Low	High
%	%

Special Construction Equipment Mark-Up Percentage

Low	High
%	%

COPPER COST BARS - REQUIRED
 PLEASE USE A 1% BASE PRICE THAT YOU BELIEVE BEST REPRESENTS THE COPPER BASE YOUR COMPANY CAN LOCK IN FOR CONTRACT DURATION (ASSUMING THE AWARD AND ACTUAL LOCK IN OCCUR IN APR 2013)

Notes:

- Major Equipment Installations - Equipment provided by National Grid and to be installed by Contractor.
- Two (2) 115kV, 12.5kV, 40MVA transformers.
- Two (2) 13.2kV capacitor banks.
- Two (2) 12.5kV, 40MVA circuit breakers.
- One (1) 15kV, 13 position motor controller.
- Fourteen (14) relay and control panels 32" x 30" x 90".
- Two (2) galvanized steel "A" frame towers.
- One (1) 60' galvanized steel lighting mast.
- Galvanized steel support structures needed to complete this project. These parts include but are not limited to switch stands, bus supports, additional misc. steel parts, etc.
- Testing and Commissioning - shall be according to Oneida STATION REBUILD Commissioning Responsibility Matrix Final.
- Lump Sum metal include one full time safety representative for prime project period.

QUALIFYING NOTES AND INFORMATION

- WHAT WOULD BE THE COST OF PERFORMANCE AND PAYMENT BOND, IF IT IS REQUIRED?
- NET PREMIUM OF FORM 1 (See COF) Lumped PR 29 Form 1 Attach. as an BA Section 33.11 ADD ALL INSURANCE PREMIUM TOTAL.
- PLEASE CONFIRM THAT THE INSURANCE PREMIUM TOTAL FROM LINE 8 (ABOVE) IS NOT INCLUDED IN YOUR LUMP SUM BID.
- WHAT IS THE % OF CONTINGENCY DOLLARS INCLUDED IN YOUR LUMP SUM BID?
- PLEASE CONFIRM THAT YOUR LABOR & MATERIAL RATES ARE LOCKED IN FOR THE CONTRACT DURATION.
- WHAT RATE OF INFLATION HAVE YOU BUILT IN TO YOUR BID.
- WHAT IS THE % OF NET MARGIN (PROFIT) INCLUDED IN YOUR LUMP SUM BID?

2013	2014
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MATERIAL COST SCHEDULE WITH ADDITIONAL ITEMS OR QTY'S

MATRIX SUP.

Division Substation Bay/Field

Sheet No. 11

REVISIONS: If All items used for project and included in price bid.

Item #	Part #	SECTION: OTHER EQUIPMENT, MATERIALS, CONDUCTORS, CABLES, & SUPPLIES	MFGD SPEC	APPROVED SUPPLIER(S)	ALTERNATE SUPPLIER	Material Cost Extension			
						Unit of Measure	Estimated Qty.	Material Cost	Subtotal
A123	40-35-233	BUS TUBING 3-1/2" ALUMINUM, SCHEDULE 40	FT						
A124	40-38-204	CABLE BARE 200 ALUMINUM 19 STRANDS	FT						
A125	40-38-204	CABLE BARE 200 ALUMINUM 19 STRANDS	FT						
A126	75-07-412	BUS TUBING 3-1/2" ALUMINUM, SCHEDULE 40	FT						
A128	40-35-019	CABLE BARE 40 AWG, 19 STRANDS SOFT DRAWN COPPER	FT						
A129		19/5 COPPERWELD CONDUCTOR	FT						
A130	40-15-005	COPPER WIRE BARE #2 SOFT DRAWN	FT	ERCO					
A131	35-01-030	POTENTIAL EQUALIZING GRID MESH 6"x10" EWF SPACES	EA	SOUTHWIRE					
A132	40-15-032	WIRE BARE SOFT DRAWN, 10 #7 STRONG	FT	ERITECH					
A133	35-03-222	GROUND ROD COPPER SECTIONAL 5/8" X 6'	EA	SEFCOR					
A134	35-03-036	BRAID COPPER FLEXIBLE TANGLED 19 L X 1 W	EA						
A135	35-03-632	CABLE 1000 VOLT 40 AWG COPPER 19 STRANDS CONCENTRIC INSULATION (INSULATION SHIELD 10 #14 COPPER CONCENTRIC)	FT						
A136	32-01-023	CABLE 1000 VOLT 40 AWG COPPER 19 STRANDS CONCENTRIC INSULATION (INSULATION SHIELD 10 #14 COPPER CONCENTRIC) STANDARD 414 LATEST ISSUE	FT						
A137	40-35-224	CABLE BARE 18 AWG ALUMINUM 7 STRANDS	FT						
A138	51-07-252	CABLE 1000 VOLT 40 AWG COPPER 19 STRANDS CONCENTRIC INSULATION (INSULATION SHIELD 10 #14 COPPER CONCENTRIC)	FT						
A139	75-07-411	BUS TUBING 2 1/2" ALUMINUM, SCHEDULE 40	FT						
A140	40-24-147	WIRE SWITCHGEAR TYPE BENSION INSULATION RIBBY ONLY PICKETED FLAME REST SINGLE CONDUCTOR NO 14 AWG STRANDING ALUMINUM 19 STRANDS	FT						

Schedule D - Contractor Submittals

Schedule E - Payment Schedule

Schedule F - Safety Requirements

Schedule G – Environmental Requirements

Schedule H - Background Check

Schedule I - Certificate of Insurance & OCIP

Schedule J – Contractor’s Schedule Requirements