AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

THIS AGREEMENT is dated as of the 9th 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 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 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 <u>a pre-negotiated dollar amount</u> 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 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 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 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
 - I. Business Continuity Plan
 - J. Exhibits to this Agreement enumerated as follows:
 - 1. Exhibit 1, Contractor's Labor Rates
 - 2. 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:
 - 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. 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 9, 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.

	al Grid
Owner	: National Grif
ву: 🕒	Meen Krune Cllus
Title:	SR BUYER
Date:	01-15-15

OP-TECH Environmental Services, Inc.

Contractor: OP-TECH Environmental Services, Inc.

By:

Title: Charles B. Morgan, Senior Vice President

Date: January 14, 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

nationalgrid

EJCDC R-700 Standard General Conditions of the Contract Between Owner and Environmental Remediator Copyright @2000, National Society of Professional Engineers for EJCDC

Rev 2 June 4, 2012 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

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 By:

Name: Colleen G. Keane

OP-TECH/Environmental Services, Inc. Ľ(By

Name: Harold C. Piger

Title: Global Procurement Sr. Buyer

Title: Vice President

H. BIDDER SAFETY INFORMATION REQUEST

1. BUSINESS CONTINUITY PLAN

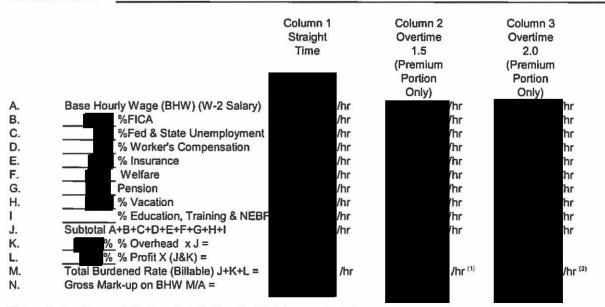
J1. EXHIBIT 1 CONTRACTOR'S LABOR RATES

Date: 11/6/2014

Company Name: OP-TECH Environmental Services, Inc.

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 (2) = M1 + J3

Company Name:

SCHEDULE D3

LABOR RATES OP-TECH Environmental Services, Inc.

Date: 11/6/2014

Column 3 Overtime 2.0 (Premium

Portion

hr (2)

Column 2 Overtime 1.5 (Premlum

Portion

Only)

/hr

/hr /hr /hr /hr

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/hr **

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

SUPERINTENDENT Job Title/Position:



45.67308

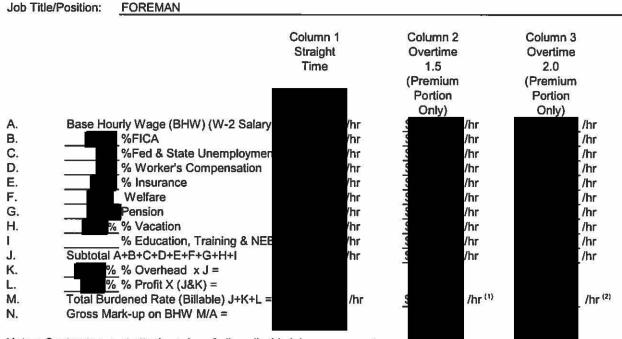
All rates subject to audit/verification. Provide supplemental sheets as applicable If included in rate, provide detail of any cost component other than those identified.

Company Name:

LABOR RATES OP-TECH Environmental Services, Inc.

Date: 11/6/2014

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



Notes: Contractor must attach copies of all applicable labor agreements

All rates subject to audit/verification.

Provide supplemental sheets as applicable

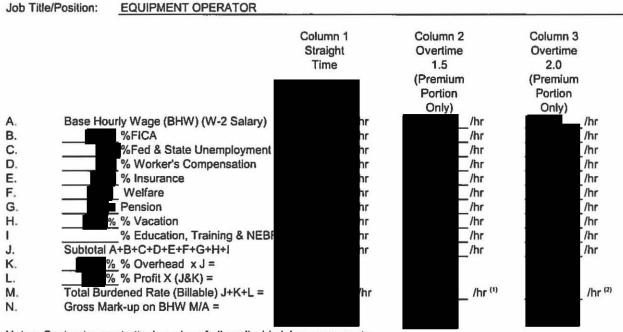
If included in rate, provide detail of any cost component other than those identified.

Company Name: OP-TECH Environmental Services, Inc.

LABOR RATES

Date: 11/6/2014

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



Notes: Contractor must attach copies of all applicable labor agreements All rates subject to audit/verification.

Provide supplemental sheets as applicable

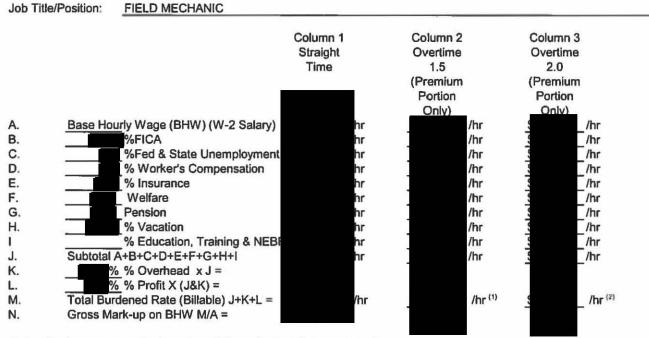
If included in rate, provide detail of any cost component other than those identified.

LABOR RATES

Company Name: OP-TECH Environmental Services, Inc.

Date: 11/6/2014

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



Notes: Contractor must attach copies of all applicable labor agreements

All rates subject to audit/verification.

Provide supplemental sheets as applicable

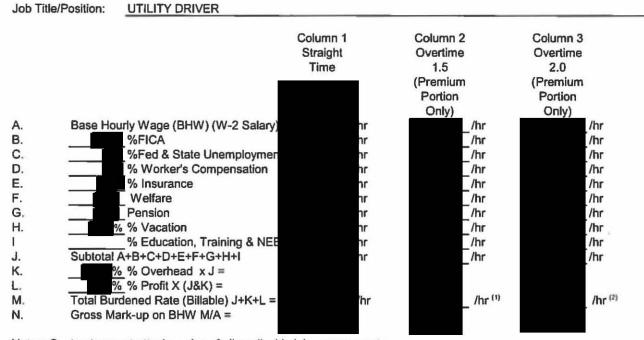
If included in rate, provide detail of any cost component other than those identified.

LABOR RATES

Company Name: OP-TECH Environmental Services, Inc.

Date: 11/6/2014

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



Notes: Contractor must attach copies of all applicable labor agreements

All rates subject to audit/verification.

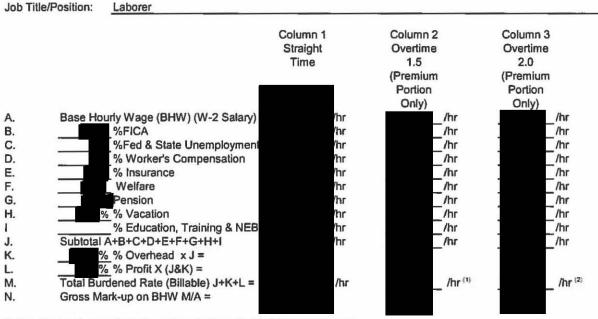
Provide supplemental sheets as applicable

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

Date: 11/6/2014

Company Name: OP-TECH Environmental Services, Inc.

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



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

SCHEDULE D3

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 SUPERINTENDENT FOREMAN EQUIPMENT OPERATOR FIELD MECHANIC UTILITY DRIVER LABORER



7/14/04

SCHEDULE D3

Overhead Breakdown

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

Description	%
Management Labor	
Plant/Warehouse	
Specialized Equipment	
Insurance	

J2. EXHIBIT 2 CONTRACTOR'S EQUIPMENT RATES

EQUIPMENT RATES NOTES

- 1. 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 pit 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 the hours per month. Rates for lesser time periods of use shall be determined by dividing monthly rates by the hours and multiplying by actual hours Equipment is used.
- 4. Equipment classifications not included in this agreement, shall be submitted and approved b the Owner prior to Equipment mobilization to the Site.
- 5 All rates shall be in effect for the term of this Agreement.

Equipment Rates

EQUIPMENT	\$/MONTH	\$/HOUR	Miniumum (If Applicable)
Excavator 2-4 metric ton			
Excavator 6-14 metric ton			
Excavator 14-20 metric ton			
Excavator 24-28 metric ton			
Excavator 33-40 metric ton			
Thumb attachment			
grapple attachment			
hydraulic breaker attachment 4000#			
Skid Steer, 2251#-2750#			
Wheel Loader, 3YD	200.299		
Generator, 65KW			
Light Tower, 4000W			
Pump, 2" Submersible			
Pump, 4" Trash			
2"x25' rubber discharge hose			
4"x20' rubber suction hose			
4"x50' rubber discharge hose			
Saw, 14" cutoff hand saw	477.04		
Dozer, 70-79HP, standard track			
Backhoe			
End Dump, Crawler 6-8CY			
plate compactor, 200#			
Roller, 5 ton, smooth single drum			

J3. EXHIBIT 3 MINI BLANKET PRICE CONSIDERATIONS

Mini-Blanket Pricing Considerations

- 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
 X
 Upstate New Yorl X
- 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
- IV. Bidding Company: OP-TECH Environmental Services, Inc. Completed By (name) William A. Hunter Title: Vice President Date: November 6, 2014

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

(e.g., Change Order Amendments)