



AGREEMENT

BETWEEN

NATIONAL GRID USA SERVICE COMPANY

AND

**SYRACUSE UTILITIES INC.
BREWERTON, NEW YORK**

FOR

QUEENSBURY DUCTBANK PROJECT 2015

ASSOCIATED SAP CONTRACT № 4400005392*

* Referenced Contract number is for 'internal use only'. Internal SAP Purchase Order's will be issued against this Contract, and those PO numbers will be referenced by the Contractor to cite for invoicing purposes. *

August 11, 2015

AGREEMENT

This Agreement, made and entered into on the date when signed by the party signing last in time ("Effective Date"), by and between **National Grid USA Service Company, Inc.**, a corporation organized and existing under the laws of the Commonwealth of Massachusetts, with its principal place of business at 40 Sylvan Road, Waltham, Massachusetts 02451 ("Owner"), and **Syracuse Utilities Inc.** ("Contractor"), a New York corporation, with its principal place of business at 9583 Brewerton Road, Brewerton, New York 13029 (hereinafter each, individually, a "Party" and, collectively, the "Parties") for the Services identified hereafter as:

Queensbury Ductbank Project 2015

SAP Contract № 4400005392

ARTICLE 1 - SCOPE OF WORK

- 1.1 The Contractor hereby agrees to provide in accordance with National Grid standards all labor, materials, equipment, accessories, and services necessary perform the Queensbury Ductbank Project in Queensbury, NY, in accordance with all of the specifications and Contract Documents associated with this Agreement.
- 1.2 The Contractor hereby agrees to perform the following Work under this Agreement, in accordance with the specifications provided in the RFP as identified in Article 2.
- 1.3 No other work shall proceed without authorization. Additional Work may be identified by Owner for which Contractor shall submit a proposal. Owner, at its sole discretion may authorize Contractor to perform said Work. All work shall be authorized only upon complete execution of a Work Authorization Form (WAF) or Field Change Form (samples included in Schedule C). Contractor shall commence performance of authorized Work immediately and in accordance with this agreement unless otherwise mutually agreed and documented.

ARTICLE 2 - CONTRACT DOCUMENTS

- 2.1 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" listed in order of precedence:

- Agreement
- Agreement Change Orders and Amendments
- Schedule A, Terms and Conditions for Construction, Form 00700, Revised Dec., 2014
- Schedule B Specifications
- Schedule C, Work Authorization Form and Field Change Form
- Schedule D, Pricing and Schedules
- Schedule E, Safety Requirements
- Schedule F, Environmental Requirements
- Schedule G, Insurance Requirements and Certificate

Schedule H, Security Requirements

In the event of conflict between the Contract Documents, the order of precedence shall be as set forth above.

- 2.2 Contractor acknowledges and agrees that corporate information and query responses entered by the Contactor into the www.ISNetworld.com application as a condition of the bid referenced in paragraph 2.2 are by reference made part of this Agreement.

ARTICLE 3 – TERM

- 3.1 The term of this Agreement shall commence on the Effective Date and continue in full force until all work listed in Schedule B has been completed and signed-off by Owner (“Term”) unless terminated earlier in accordance with this Agreement.

ARTICLE 4 – SCHEDULE

- 4.1 Any supplemental Work, extra Work, or changed Work shall be conducted in accordance with a schedule to be developed in association with a Work Authorization Form or Field Change Form (Schedule C).
- 4.2 The Contractor shall perform the Work in accordance with the schedule. Once commenced, the Work shall be prosecuted continuously to completion unless otherwise agreed to by the Company.
- 4.3 The Contractor shall maintain a labor force of sufficient size and competence to conform to and complete all Work on schedule and within the scheduled hours and days set forth in the schedule unless otherwise directed or approved by the Company.
- 4.4 Time is of the essence as to performance by the Contractor of its obligations under the Agreement. If, at any time during the term of the Agreement, except for delays occurring pursuant to Terms and Conditions for Contractor Purchase Orders Article 6 Force Majeure, in the opinion of the Company the Contractor does not meet the schedule, the Company may for each incident of delay, at no additional cost to the Company, at its sole option:
- (a) Require the Contractor to get back on schedule by working additional shifts and/or additional days and/or increasing its manpower, supervision, tools, and/or equipment.
and/or
 - (b) Treat such failure as a material breach and repudiate and terminate the Agreement and recover damages in accordance with Terms and Conditions for Contractor Purchase Orders Article 14.0 Termination.

ARTICLE 5 - CONTRACT PRICE

- 5.1 **This is a Firm Fixed Price (Lump Sum) Contract** with a value determined by the Contractors' revised submittal dated June 17, 2015. The estimated value of this Agreement is [REDACTED] although this value is neither firm nor guaranteed. The estimated value is based on the units of measure, estimated quantities and lump sum prices quoted.
- 5.2 The contract price of this Agreement shall be the total price to be paid by the Owner to the Contractor in accordance with the prices set forth in Schedule D and as specified in the relevant Work Authorization Form ("Contract Price").
- 5.3 Work shall be paid based on actual and verifiable labor and equipment costs as set forth in the Work Authorization Forms.
- 5.4 The Contractor shall, on a daily basis, furnish the Owner with daily work reports (in a format acceptable to the Owner) which briefly describe the Work rendered during the preceding day. Reports are to reflect the progress and description and number of any units completed. All quantities shall be verified by signature of the Owner's Field Representative. A duplicate of the original signed daily work report and receipts and invoices for Contractor-furnished materials, rented equipment and Subcontractors shall accompany all invoices which the Contractor shall present for payment.
- 5.5 The Contract Price shall be all-inclusive for the Work.
- 5.6 The Contractor is responsible for all applicable taxes associated with the work scope. Taxes are not applicable to labor. No sums in addition to the original contract amount will be paid by the Owner for taxes, fees, permits, or other levies which may be imposed on the work by any authority having jurisdiction over the work of services to be provided and or performed by the Contractor.

ARTICLE 6 - PAYMENTS

- 6.1 For all sums payable to the Contractor, as described in Article 5, National Grid will pay Contractor within thirty (30) days from receipt of a complete and acceptable invoice. Any allowable time for early payment discount shall begin the day the invoice is received at National Grid. The invoice date will not be used to calculate the allotted time available to exercise the specified payment discount. Unacceptable invoices may, at National Grid's option, be adjusted and paid as adjusted or returned to the Contractor for correction and re-submittal.
- 6.2 Invoices shall be submitted and payments made in accordance with and subject to the terms and conditions set forth in the Terms and Conditions. Failure by the Contractor to submit complete and timely invoices may adversely affect payment thereof by National Grid.
- 6.3 Invoices shall reference the Contract Number, the name of the Owner's Field Representative who supervised the Work, and any Work Order number identified by the Owner's Field Representative.

Send Original Invoice to:
National Grid
300 Erie Boulevard West
Syracuse, NY 13202
Attn: Nick Spagnoletti
Nicholas.Spagnoletti@nationalgrid.com
SAP Contract # 4400005392
PO# 32000TBD

- 6.4 Invoicing will be authorized for payment using National Grid's SAP enterprise system. The Contractor shall follow instructions for using this system as may be issued by the Owner following system updates.
- 6.5 Diversity Target Invoice Reporting. It is understood that National Grid has established a goal of not less than 10% of the total contract value to be subcontracted to a certified Minority or Women-owned Business Enterprise (Diverse Supplier). National Grid has partnered with CVM Solutions to manage an online Tier 2 reporting system. This online tool enables our key prime suppliers to report Tier 2 Diversity Spend via a web portal on a Quarterly basis. As a National Grid Contractor, your firm is required to report such 2nd Tier Diversity Spend.

ARTICLE 7 - NOTICES

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

Contractor:

Eugene Scorzelli
Syracuse Utilities
9583 Brewerton Rd
Brewerton, NY 13029

Owner:

Matthew Bieber
National Grid Global Procurement
40 Sylvan Rd
Waltham, MA 02451

- 7.2 A copy of any such notice shall also be forwarded to the Owner's Field Representative.

ARTICLE 8 – SEVERAL LIABILITY

The rights and obligations of each National Grid company in connection herewith shall be several and not joint.

ARTICLE 9 - 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.

Syracuse Utilities Inc.:


Signature

Eugene Scorzelli
Name

President
Title

August 21, 2015
Date

National Grid USA Service Company, Inc.:


Signature

Don Schaefer
Name

Manager, OHL Procurement
Title

08/25/2015
Date

SCHEDULE A

Terms and Conditions for Construction, Form 00700, Rev. Dec., 2014



**TERMS AND
CONDITIONS
FOR
CONSTRUCTION**

Form 00700 (Rev. 3 December 2014)

SCHEDULE B
SPECIFICATIONS

SCHEDULE C

Work Authorization Form and Field Change Form

- To be used only for Scope Changes & Additions

SCHEDULE D

PRICING & SCHEDULES

D1 – Lump Sum Units

D2 – Supplement Units Schedule

D1 – LUMP SUM UNITS

Queensbury Ductbank Project 2015

ITEM	DESCRIPTION	UOM	Unit Rate	Total	Quantity
1	Install 4-way Precast Manhole	/Each			3
2	Install 3-way Precast Manhole	/Each			2
3	Install 2-way Precast Manhole	/Each			5
4	9-5" PVC Conduit (concrete encased)	/LF			2000
5	6-5" PVC Conduit (concrete encased)	/LF			500
6	2-5" PVC Conduit (concrete encased)	/LF			1200
7	4-5" PVC Conduit (concrete encased)	/LF			175
8	Trench Patch Flush with existing asphalt assume 4" binder	/SF			s shown on plans
9	Grind and Inlay 1.5" deep by 1' wider on both sides of trench after project is complete and trench has settled	/SF			s shown on plans
10	Seed and Loam	/SY			s shown on plans
11	Test Holes	/Each			150
12	Storm drain inlet protection(Protect all storm drains in work area)	/LS			1
13	Ground Penetrating Radar	/Day			3
	Total Lump Sum Price				1

D2 – Supplement Units Schedule

Queensbury Ductbank Project 2015

Extra Unit Price Schedule

Item	Description	UOM	Price
	Flowable Fill	/CY	
	Mobilization/Demobilization	/Each	
	Ledge / Rock Removal (over 1 cubic yard)	/CY	
	Hand Excavation	/LF	
	Straw Wattles	/LF	
	Concrete	/CY	
	Asphalt	/Ton	
	Processed Gravel (furnish & install)	/CY	
	Seed and Loam	/SY	
	Hydroseed	/SY	
	Track Hoe, CAT 35 or equivalent	/Hour	
	Rubber Tire Backhoe, Case 580 or equivalent	/Hour	
	Welding Rig	/Hour	
	Low-Boy Tri-Axle	/Hour	
	Dozer, CAT D6 or equivalent	/Hour	
	Track Hoe w/chisel, CAT 335 or equivalent	/Hour	
	Front End Loader, CAT IT28 or equivalent	/Hour	
	Dump Truck, 12 to 18 CY	/Hour	
	Ground Water Pump, 3"	/Hour	
	Vacuum Truck	/Hour	
	Fuel Truck	/Hour	
	Pipe Truck	/Hour	
	Compressor, Tag-a-long	/Hour	
	Steel Plates	/Hour	
	Crew Stand-by Rate	/Crew Hour	
	Project Superintendent	/Hour	
	Foreman	/Hour	
	Equipment Operator	/Hour	
	Welder	/Hour	
	Welder Helper	/Hour	
	Laborer	/Hour	
	Teamster / Dump Truck Driver	/Hour	

SCHEDULE E

SAFETY REQUIREMENTS

SCHEDULE F

ENVIRONMENTAL REQUIREMENTS

Additional to be provided by Owner's Representative as appropriate to the Work

SCHEDULE G

INSURANCE REQUIREMENTS & CERTIFICATE

SCHEDULE H

SECURITY REQUIREMENTS