Contract Agreement

Between
Niagara Mohawk Power Corporation
National Grid USA Service Company, Inc.

and

O'Connell Electric Company, Inc.

to provide

Materials, Equipment & Construction Services

for the

UNY Bundle – Mountain Sanborn Project

November 20, 2018

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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. (herein referred to as "Owner" or "National Grid"),

a corporation with offices at 40 Sylvan Road, Waltham, MA 02451 for and on behalf of its affiliate

companies which may include the following entities: Niagara Mohawk Power Corporation, d/b/a

National Grid and O'Connell Electric Company, Inc. (herein referred to as "Contractor"), a New York

corporation with offices at 830 Phhillips Road, Victor, NY 14564, concerning the provision of materials,

equipment, and construction services for the UNY Bundle - Mountain Sanborn project as specified in

the appropriate documents. This agreement provides for the provision of contracted services by the

Contractor to the Owner for electrical construction in fully tested and commissioned status, inclusive of all

features and capabilities defined under the scope of work, and on the agreed schedule of delivery, for which

the Contractor will be remunerated by the Owner in an amount equal to the Lump Sum bid price (contract

price), paid in accordance with the Terms and Conditions of this Agreement and any subsequent awarded

projects.

ARTICLE 1 - SCOPE OF WORK

The Contractor hereby agrees to meet all requirements of the full scope of work as defined in the Contract

Specification (see Exhibits) and any subsequent Request for Proposal as tendered by National Grid, in

Ariba, inclusive of all Technical Specifications, Standards, Guidance, Notes, Addenda items, Message

Board Responses, and Clarifications, as well as documented correspondence and written responses related

to post bid Questions and Answers.

<u>ARTICLE 2 - CONTRACT DOCUMENTS</u>

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":

Terms & Conditions

0700- Terms and Conditions for Construction Purchase Orders

Exhibit A:

Contract Documents Incorporated by Reference

Exhibit B:

Pricing

Exhibit C:

Methodology, HASP, & Clarifications

Exhibit D:

Project Schedule

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ARTICLE 3 - SCHEDULE

The Contractor agrees to commence any Work to be performed under this Agreement at the time specified by Owner, and to carry it on continuously with such diligence that the Work will be completed on schedule. Any planned, contemplated, or unforeseen changes to project schedules must be documented in detail by the Contractor, inclusive of all cascading effects, particularly any change to the project end date. This information must be presented to and discussed with the Owner and must be approved in writing by the Owner's Project Manager.

<u>ARTICLE 4 - CONTRACT PRICE</u>

The Contract for the Work is based on any direct assigned or awarded Lump Sum detailed on the Work Authorization Form that will be provided to the Contractor upon award. The contract price includes the cost of a dedicated project Safety Representative.

ARTICLE 5 – INVOICING / PAYMENTS

The Contractor agrees to submit invoices as detailed herein. An original copy is to be forwarded to the "Bill to" address referenced in the Work Authorization (WA), to the attention of the Owner's Project Manager including SAP Contract #4400007510. A new Work Authorization and corresponding Purchase Order Release(s) will be issued for each subsequent project award under this agreement. A "Payment Application" is to be e-mailed to the Project Manager for review and to obtain the necessary PO Number information 5 days prior to mailing the 'final' invoice to Accounts Payable. The invoice being sent to Accounts Payable (including those submitted via the Ariba system) must include the purchase order number specific to the Work being performed. The 'final' invoice's date must be updated to the date you are submitting to Accounts Payable. Your pay terms will begin the day the invoice is received by Accounts Payable.

As per National Grid's Terms and Conditions a retainer will be held for each submitted invoice until satisfactory completion of the Project. Invoices are to contain completed work with itemized detail specific to work scope / units completed.

Invoices shall not include any Sales Tax assessment (see Terms and Conditions Payment and Taxes Section).

Upon satisfactory completion of any project award under this agreement, including the close out of any "punch list" items and submittal of a signed contractor's lien release, releasing the Owner from all claims and liens by the Contractor, their Suppliers, and Subcontractors, the Contractor will request written approval from the Owner's Project Manager to proceed with final invoicing. Upon receipt of this written approval, the Contractor can proceed with invoice submittal to collect the remaining retainage.

ARTICLE 6 - NOTICES

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

Contractor	Owner
O'Connell Electric Company, Inc.	National Grid
David Emmi	Richard Cheung
Project Manager	Buyer, Global Procurement
830 Phillips Road	40 Sylvan Road
Victor, NY 14564	Waltham, MA 02451
Ph: 585.295.6805	Ph: 781-907-3526
david.emmi@oconnellelectric.com	Richard.Cheung@nationalgrid.com

ARTICLE 7 – TERM OF AGREEMENT

The Term of this Agreement shall commence on agreed schedule as detailed in attachment. National Grid may at its discretion terminate this agreement at any time.

ARTICLE 8 - 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, not included in this contract, either written or oral are hereby annulled and superseded. No modification of any of the provisions of this Agreement shall be binding unless committed to in writing and signed by a duly authorized representative of each party hereto.

ARTICLE 9 - CONTRACT DOCUMENT RETENTION

Participant understands and agrees to the following: (a) if Participant submits a bid in connection with this RFP, Participant will (i) download and review all documentation included in the event (such documentation to be downloaded from Ariba Bid Event), and (ii) comply with all requirements and terms set forth in such documentation in Participant's bid; (b) if Participant is selected for an award as a result of this RFP and Participant's corresponding bid, unless otherwise explicitly provided in writing by National Grid, the documents contained in this RFP will be considered "Contract Documents" under the Agreement that will be executed by Participant and National Grid; and (c) Participant will retain a copy of the downloaded documentation included in the event and RFP along with the Agreement and all other Contract Documents in accordance with the terms and conditions of the Agreement, provided however Participant will retain such documents for its records for at least six (6) years following the expiration or termination of the Agreement.

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:	Owner:
O'Connell Electric Company, Inc.	National Grid USA Service Co. (dba
	National Grid)
Signature Signature	Signature
Victor E. Salerno	Matt Bieber
Name	Name
Chief Executive Officer	Category Manager
Title	Title
November 27, 2018	11/28/2018
Data	Data

Terms and Conditions



700 Form Construction Terms and Conditions rev March 26, 2018

Exhibit A: Contract Documents Incorporated by Reference

Exhibit A – Contract Documents Incorporated by Reference

Contractor understands and agrees to the following: (a) The documents listed below ("Documents") are "Contract Documents" under the Agreement between the Contractor and National Grid; (b) Contractor certifies that it has downloaded and/or received these Documents and that the terms and conditions contained therein are incorporated into the Agreement; (c) Contractor will retain a copy of the Documents along with the Agreement and all other Contract Documents in accordance with the terms and conditions of the Agreement, provided however Contractor will retain such documents for its records for at least six (6) years following termination or expiration of the Agreement; and (d) in the event of a conflict between these Documents and any document included in the RFP and Contractor's corresponding bid response for the Work, the Documents will govern.

Contract Documents Incorporated by Reference:

National Grid Request For Proposal, ARIBA document Doc1400672898 - Creation Date 7/16/2018

O'Connell Electric Project Execution, Resource Plan & Work Methods - Dated 10/27/2018

Contractor Safety Requirements N-1402 - Dated 2/26/2018

Environmental Guidance Procedures EG-303NY

Supplier Code of Conduct - Dated September 2016

Work Authorization Form

DOT Contractor Compliance Affidavit

NERC Cyber Security Standards and Requirements

Contractor: O'Connell Electric Company, Inc.

Signature

Victor E. Salerno

Name

Chief Executive Officer

Title

November 27, 2018

Date

Evhihit D. Duining	
Exhibit B: Pricing	

NG fills out Work Unit, UOM, Quantity and Operation #. The Work Unit should match a corresponding Operation # in SAP. Contractor

BID SEGMENT DESCRIPTION:

Total

Work Unit	иом	Quantity	Operatio
WR# 10015476465 - Project Work			
Pole replacements	EA	12	3133/32
Insulator replacement locations	EA	10	3133/32
Conductor replacements	Span	70	3133/32
Guy wire replacement locations	EA	4	3133/32
Insulator installation locations	EA	1	3133
WR# 10016473578 - Distribution UB for WR 15476465			
Underbuilt locations	EA	9	1068
WR# 10025671848 - Sub T I&M			
Replace wood pole	EA	1	3133
WR# 10024248957 - Sub T I&M			
Repair Woodpecker Damage	EA	1	3160
Repar/Replace Guy Wire	EA	1	3233
WR# 1003558398 - Sub T I&M			
Pole replacements	EA	32	3133/32
WR# 10013567088 - Sub T I&M			
Pole replacements	EA	2	3133/32
WR# 10015921796 - Distribution UB for 13558398			
Underbuilt locations	EA	24	1068
WR# 10013276291 - Sub T I&M			
Repair Woodpecker Damage	EA	2	3160
WR# 10013317367 - Sub T I&M			
Pole replacements	EA	1	3133/32
WR# 10015363518 - Distribution UB for 13317367			
Underbuilt locations	EA	1	1068

			Contractor s PER UNIT)	
n #	Craft Labor Hours	Craft Labor Cost	Material Cost	Equipment & Fuel Cost
06	42			
06	14			
06	21			
06	5			
	25			
	25			
	44			
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06	14			
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06	17			
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26	20			
06	28			
	20			
	20			

	Subcontractor					
(/	All figures PEF	R UNIT)				
Craft Labor Hours	Labor, Equipment & Fuel Cost	Material Cost				

				Contractor ed Totals)			
PER UNIT TOTAL	EXTENDED TOTAL	Craft Labor Hours	Craft Labor Cost	Material Cost	Equipment & Fuel Cost		Cra
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SECTION A COST ROLL-UP BY BID SEGMENT			Primary Contractor			Subcontractor					ALLOCATED P	ROJECT COSTS FI	ROM SECTION
Bid Segment		Craft Labor Hours	Craft Labor Cost	Material Cost	Equipment & Fuel Cost	Craft Lab Hours	Fauinment &	Material Cost	TOTALS		Labor	Material	ALLOCATED COST TOTALS
Total		3,553											
PROJECT WORK ACTIVITIES SUBTOTAL						0							
Total	s from Craft Labor Detail tab>	MATCH OK 3,553	GAP EXISTS		GAP EXISTS	< Tot	al from Equipmer	nt Detail tab		A			
SECTION B OTHER PROJECT COSTS			Primary	Contractor			Subcontra	ctor					
Description	Basis for Allocation to Project Work Activities	Labor Cost	Material Cost	Equipment & Fue	Other Cost		uipment, Fuel & on-Material Cost	Material Cost	TOTALS	Cost Calculati	on Basis/Assumption	s	
Stand Alone Costs													
1001 Grand Mobilization (Set up & maintain on-site facilities (trailers, sanitary, etc.))	Labor Cost												
1002 Grand Demobilization (Remove on-site facilities (trailers, sanitary, etc.))	Labor Cost												
Allocatable Costs	Basis for Allocation												
Receive, store, secure, protect, manage, and distribute all Owner furnished line materials necessary to complete the work.	Labor Cost												
Install, maintain, remove, and restore and envinronmental controls as required per 2002 EG303 and the project specific EFI, to include (but not limited to), silt fence, hay bales, construction matting, and site restoration.	Labor Cost												
2003 Lodging & per diem	Labor Cost												
2004 Dedicated On-Site Safety Supervision (Required)	Labor Cost												
2005 Project Management Staff (Upon Specific NG Request)	Labor Cost												
2006 Materials Management Staff (Upon Specific NG Request)	Labor Cost												
2007 Non-Productive Craft Labor Time: Weather	Labor Cost												
2008 Non-Productive Craft Labor Time: Safety	Labor Cost												
2009 Non-Productive Craft Labor Time: Other	Labor Cost												
OTHER PROJECT COSTS SUBTOTAL									,				
SUBCONTRACTED TOTAL			To	otals from Subcont	actor Detail tab	_	AP EXISTS	GAP EXISTS					

Project Pricing Workbook prepared by O'Connell Electric CRAFT LABOR DETAIL

Primary Contractor -- Craft Labor Detail

Contractor must identify the (non-subcontracted) craft resources involved in the project and enter total hours & total cost by resource across the entire project.

Total hours and dollars on bottom of this sheet must match the total hours

	Total Hours For	Total Labor \$ for
Labor Resource	this Resource	this Resource
MA-IBEW 104 General Foreman EXAMPLE	125	
NY-IBEW 1249 Line Working Foreman	444	
NY-IBEW 1249 Line Working Foreman	444	
NY-IBEW 1249 Line Working Foreman	444	
NY-IBEW 1249 Line Journeyman Lineman	444	
NY-IBEW 1249 Line Journeyman Lineman	444	
NY-IBEW 1249 Line Journeyman Lineman	444	
NY-IBEW 1249 Line Journeyman Lineman	444	
NY-IBEW 1249 Line Apprentice, 3rd Step/Period	444	
TOTALS	3,553	

Project Pricing Workbook prepared by O'Connell Electric EQUIPMENT DETAIL

Contractor must identify the equipment involved in the project and enter the total days by item across the entire project along with the total cost by item.

Total dollars on bottom of this sheet must match the total dollars on

Primary Contractor -- Equipment Detail

	Anticipated	Total Equipment \$ for
Equipment	Days	this Reso
Material Handling Bucket Truck 55' EXAMPLE	60	
55' Bucket Truck Material Handler	70	
Telescopic fork lift	70	
Digger Derrick 60' 4X4 / Track	70	
3/4 Ton Pickup/ 1 Ton Pickup	70	
3/4 Ton Pickup/ 1 Ton Pickup	70	
55' Bucket Truck Material Handler	70	
Skid Steer Tracked	70	
Large Dump Truck, 10, wheel, includes tri axle	70	
Tractor and Low Boy (Tractor Trailer including Low Boy)	70	
Office / Job Trailer 40'	70	
Office / Job Trailer 40'	70	
Wire Puller Four Drum 6000lbs or less	70	
TRACK DUMP TRUCK - 1500	70	
Wire / Cable Reel Trailer - Single arbor bar	70	
Wire / Cable Reel Trailer - Single arbor bar	70	
Portalets	70	
TOTALS	1120	

Project Pricing Workbook prepared by O'Connell Electric SUBCONTRACTOR DETAIL

Subcontractor Name	Subcontractor's Scope	Craft Labor Hours	Labor, Equipment & Fuel Cost	Material Cost
	CP Ward	1,200		
	Northern Clearing	720		
TOTALS		1,920		

Project Pricing Workbook prepared by O'Connell Electric

UNIT PRICING FOR ADD-ON WORK

Units provided in this section of the bid sheet

Category	Supplemental Pricing Items	Unit of Measure	Unit Price	Notes
Mob/Demob	Temporary mobilization/demobilization cycle	Per Cycle		
Unplanned Non-Outage Days	Unplanned non-outage day when other "non-outage" work is available (Single Day)(If less than 7 days notice provided)	Per Project Work Day		
Unplanned Non-Outage Days	Unplanned non-outage day when other "non-outage" work is available (Continuous)(If less than 7 days notice provided)	Per Project Work Day		
Unplanned Non-Outage Days	Unplanned non-outage day when other "non-outage" work is not available (Single Day)(If less than 7 days notice provided)	Per Project Work Day		
Unplanned Non-Outage Days	Unplanned non-outage day when other "non-outage" work is not available (Continuous)(If less than 7 days notice provided)	Per Project Work Day		
Excavation	Rock Coring 30" Diameter	Per Linear Foot		
Excavation	Rock Coring 36" Diameter	Per Linear Foot		
Excavation	Rock Coring 42" Diameter	Per Linear Foot		
Excavation	Rock Coring 48" Diameter	Per Linear Foot		
Excavation	Rock Coring 72" Diameter	Per Linear Foot		
Excavation	Rock Coring 84" Diameter	Per Linear Foot		
Excavation	Rock Coring 96" Diameter	Per Linear Foot		
Excavation	Rock Coring 108" Diameter	Per Linear Foot		
Excavation	Mobilization & demobilization of specialized drilling equipment (once per project)	Per Cycle		
Excavation	Drilling time using specialized equipment	Per Drilling Hour		
Surfacing	Supply & Install crushed stone (all sizes)	Per Ton		
Surfacing	Supply & install rip rap (6"-12" size, including fabric)	Per Ton		
Surfacing	Supply & install 3/4" surface stone	Per Ton		
Surfacing	Supply & install loam, seed, and mulch	Per 1,000 SqFt		
Surfacing	Asphalt paving in place (2-1/2" Base)	Per Ton		
Surfacing	Asphalt paving in place (1-1/2" Top Coating)	Per Ton		•
Fencing	Supply, install & remove loose rock safety fencing	Per Linear Foot		
Fencing	Supply, install & remove temporary galvanized chain link fencing, 8ft to 10ft high	Per Linear Foot		
Fencing	Supply & install new farm vehicle gate	Per Gate		
Fencing	Supply & install new Ngrid custom vehicle gate	Per Gate		
Fencing	Supply, install & remove loose rock safety fencing	Per 50 Linear Feet		<u> </u>
Foundations & Anchors	Reinforced concrete footing foundations (including forms, reinforcing, excavating,backfilling, etc.)	Per Cubic Yard		
Foundations & Anchors	Reinforced concrete drilled pier foundations (including forms, reinforcing, excavating, backfilling, etc.)	Per Cubic Yard		· · · · · · · · · · · · · · · · · · ·
Foundations & Anchors	Install Plank Anchor in accordance with the Specifications.	Per Anchor		
Foundations & Anchors	Install Helical Screw Anchor in accordance with the Specifications.	Per Anchor		<u> </u>
Foundations & Anchors	Install Rock Anchor in accordance with the Specifications.	Per Anchor		
Foundations & Anchors	Test Log, Rock, or Helical Screw anchor in accordance with the Project Specifications.	Per Anchor		
Foundations & Anchors	Supply & Install structural fill	Per Cubic Yard		•
Foundations & Anchors	Supply & Install subgrade fill	Per Cubic Yard		· · · · · · · · · · · · · · · · · · ·
Matting	Swamp/Timber mat placement or shuffling, removal & cleaning	Per Mat Per Placement/Shuffle		
Matting	Swamp/Timber mat rental	Per Mat Per Day On Site		
Matting	Swamp/Timber mat transportation to/from site (round trip)	Per Eight (8) Mats		
Matting	Laminated mat placement or shuffling, removal & cleaning	Per Mat Per Placement/Shuffle		•
Matting	Laminated mat rental	Per Day On Site		
Matting	Laminated mat transportation to/from site (round trip)	Per Mat Per Day On Site		
Environmental	Snow Removal	Per Day On Site		
Environmental	Silt fence installation	Linear Foot		<u> </u>
Environmental	Hav and/or straw bale installation	Linear Foot		
Environmental	Tay any or staw bair instantan	Each		
Environmental	Frosin Control Sock	Linear Foot		
Environmental	Straw Wattle	Linear Foot		
Environmental	Structure Work Pad	Square Feet		

Contract between National Grid USA Service Company and O'Connell Electric Co. Inc. – UNY Bundle Mountain Sanborn Project							
Exhibit C: Methodology & Clarifications							

Contract between National Grid USA Service Company and O'Connell Electric Co. Inc. – UNY Bundle Mountain Sanborn Project						
Exhibit D: Project Schedule						