



CONSTRUCTION SERVICES AGREEMENT

BETWEEN

NIAGARA MOHAWK D/B/A NATIONAL GRID

AND

**AGI CONSTRUCTION
SMITHFIELD, RHODE ISLAND**

FOR

UPNY MAIN REPLACEMENT WORK

**NATIONAL GRID SAP PURCHASE ORDER
(To Be Assigned)**

JUNE 18, 2015

COPY NO. 1

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement, made and entered into on the date when signed by the party signing last in time, by and between **Niagara Mohawk d/b/a National Grid** ("Owner" or "Company"), a New York corporation, with offices at 300 Erie Boulevard West; Syracuse, New York, 13202 and **AGI Construction** having its office and principal place of business at 34 Appian Way, Smithfield, Rhode Island, 02917.

ARTICLE 1 - SCOPE OF WORK

Contractor shall provide or perform the Work (as defined in Schedule A-1) or cause the Work to be provided or performed, in accordance with the terms of this Agreement including the Project Specification, Construction Standards, Construction Procedures, Safety & Environmental Standards, drawings and all other Contract documents in the Agreement to which reference is made, together with the Agreement, are intended to cover all supervision, labor, materials, equipment and all else requisite and proper beyond what is provided by National Grid, necessary for the successful completion of all work detailed and described as UPNY Main Replacement Project. In any case where this Specification may contradict referenced Specifications or Standards, this Specification shall govern including all Project Drawings, Project Documents, Construction Standards, Construction Procedures, Safety Standards and all other documents referenced therein). Any changes to the Scope of Work which result in a change to the Contract Price must be authorized in writing prior to performing 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" that make up the Agreement. The Agreement is comprised of the following:

- Schedule A-1: Signed Terms and Conditions 00700, December 2014.
- Schedule A-2: Supplemental Conditions (if any)

- Schedule B: Bid Specifications and Drawings
- Schedule C: National Grid Safety Procedure - “Contractor Safety Requirements”, Document No. N-1402, Rev. 7 dated (09/11/2013) & National Grid General Safety Requirements, SHE01001 Rev.1 (3-15-13)
- Schedule D: Contractor Environmental Requirements
- Schedule E: Contractor Employee Background Check Compliance
- Schedule F: SHW-101- Anti Drug & Alcohol Program
- Schedule G: Project Schedule
- Schedule H: Pricing Workbook
- Schedule I: Mutual Non-Disclosure Agreement
- Schedule J: Certificate of Insurance
- Schedule K: Subcontractor List
- Schedule L: Signed Supplier Code of Conduct

ARTICLE 3 - AGREEMENT DURATION

The Agreement shall commence on or about June 3, 2015 and proceed to on or about December 25, 2015.

ARTICLE 4 – SCHEDULE

Any Work performed under this Agreement shall be completed in accordance with the Project schedule (Schedule G). The Contractor agrees to comply with the Project Schedule as requested by National Grid in order to successfully complete all work on or about December 31, 2015. The Owner reserves the right, at its sole option, to cancel this Agreement at any time and for any reason.

ARTICLE 5 - CONTRACT PRICE

This Purchase Order is issued on a Crew Rate pricing basis (Schedule H) as set forth in AGI Construction final proposal dated May 21, 2015. The Contract Price shall be the total price to be paid by the Owner to the Contractor in accordance with the prices set forth in the proposal, unless otherwise agreed to in writing by the Owner and the Contractor.

Contractor will be responsible for all labor productivity required to achieve their quoted price. As stated at the pre-bid meeting, the Contractor shall not exceed 10% of their estimated cost for their assigned projects(s) and will be evaluated on the first project to receive approval prior to moving forward with additional locations.

The Crew rates shall be all inclusive for performing natural gas main and service installations within National Grid's (NG) service territories. All personnel shall have the applicable Operator Qualifications under the Northeast Gas Association (NGA) plan, NGA PE pipe joining certification, and in compliance with all the latest revisions to National Grid Gas Policies and Work Methods as accessed through the NG Work Methods online website.

Unit rates shall be all-inclusive, including but not limited to: all labor & equipment, fuel, insurance, taxes, profit, overhead, FICA, Worker's Compensation, holiday pay, and daily Per Diem (when applicable) and/or meal stipends. In addition, road plates and trench protective systems (e.g. shoring) are going to likely be required periodically. These items shall be readily available, when required, and the transport/delivery shall be inclusive to the crew rates.

Unit Terms: Price Per Hour: Straight Time / Overtime- NG requests that after 8 hours of straight-time, all equipment & tooling costs are covered (fully compensated) for the day. Overtime rates shall include only the incremental labor costs associated with premium time compensation, i.e. "over time" or "time and a half".

The Contract Price shall be all inclusive for the Work required by this Agreement in accordance with all the Contract Documents including, but not limited to, the Terms and Conditions).

ARTICLE 6 – SAFETY

1. The Contractor assumes complete responsibility for the safe performance of the Work and shall comply fully with:

- a. National Grid Safety Procedure N-1402 dated 9/11/13 (Schedule C)
- b. National Grid General Safety Requirements (SHE01001 Rev. 1)

ARTICLE 7 – LIMITATION

The Contractor shall not revise the scope of work or deliverable products contained therein or incur costs to National Grid's account in excess of the Contract Price without National Grid's prior written approval; such approval to be incorporated by formal amendment to this Agreement.

ARTICLE 8 – UNAUTHORIZED DISCLOSURE

The Owner considers any information provided to the Contractor in the course of business to be privileged and confidential between the Contractor and the Owner. This includes, but is not limited to, written data of any kind, business information, request for proposals, specifications, engineering data and any and all technologies and data either obtained or observed while supplying the commodity/service required by the Agreement. Unauthorized disclosure of information to third parties by you may lead to cancellation of the Agreement, loss of future business opportunities and/or the effects of any other remedies that may be available to the Owner.

ARTICLE 9 – NOTICES

Where written notice is required by this Agreement, such notice shall be deemed to be given when delivered personally, mailed by certified mail, postage prepaid and return receipt requested, or by facsimile or electronic mail, as follows:

To: National Grid

Attn: Ronald S. Micho
Global Procurement
300 Erie Blvd. W., Bldg. C-2
Syracuse, NY 13202

To: AGI Construction

Attn: Mr. Mark Albert
34 Appian Way
Smithfield, RI 02917

ARTICLE 10 – ACKNOWLEDGEMENT

The Contractor agrees that it will not be entitled to payment until this Agreement is signed and returned to the National Grid Procurement Department. In the absence of The Contractor's written acceptance, performance of any part of the Work provided for by this Agreement shall constitute acceptance of all provisions of this Agreement.

ARTICLE 11 – MISCELLANEOUS

This Agreement cannot be changed, altered, modified, amended, waived or discharged orally. Any such changes, alterations, modifications, amendments, waivers, or discharges can only be made effective when embodied in a written change order signed by an authorized representative or officer of the Owner and the Contractor.

The Agreement, as the same may be amended from time to time in writing by a change order, sets forth the full and complete understanding of the parties regarding the services to be performed by the Contractor for the Owner and supersedes any and all prior and contemporaneous agreements, commitments, understandings, and discussions, whether written or oral, which may have existed relating to the services to be performed by the Contractor. This Agreement shall not merge with or be terminated or superseded by any future agreement between the Parties that does not specifically so provide and without an Agreement Change to that effect.

ARTICLE 12 - ENTIRE AGREEMENT

This Agreement, including all Contract Documents, constitutes the entire Agreement between the Owner and the Contractor, with respect to the Work. 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. THE PARTIES HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.

Contractor: AGI Construction

By: _____

Name: _____

Title: _____

Date: _____

Owner: National Grid

By: _____

Name: Ronald S. Micho

Title: Category Manager

Date: _____

SCHEDULE A-1



00700 Terms &
Conditions for Constr



AGI 700's Sign Off
Sheet

ACCEPTANCE OF CONDITIONS

The Contractor hereby agrees that any Work (as defined in the Agreement/Purchase Order) performed for Company in compliance with any order, written or verbal, shall be governed by the terms and conditions cited in the Agreement/Purchase Order whether or not specific reference is made to the below noted Terms and Conditions by the Agreement/Purchase Order unless the Agreement/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.

AGI Construction, Inc.
Contractor

By Donald Maut

CFU
Title

Date 5/4/15

34 Appian Way
Street Address

Smithfield, RI 02917
City, State, Zip Code

Reference Terms and Conditions Document No.
00700

SCHEDULE A-2

AGI Construction Exceptions / Assumptions

(No Submittal)

SCHEDULE B

Bid Specification

(Drawings previously provided in the Request for Proposal)



2015 UPNY Gas Main
and Services Crew R2

SCHEDULE C

National Grid Safety Procedure
“Contractor Safety Requirements”, Document No. N-1402
Rev. 7 dated (09/11/2013)
&
National Grid General Safety Requirements
Document No. SHE01001
Rev.1 3-15-13)



Safety Hazards
Checklist (09-15-08).doc



SHE01001 Rev.1
(03-15-13).pdf



N-1402 Contractor
Safety Requirements.

SCHEDULE D

Contractor Environmental Requirements



EP6_AppBContractor
Env Req11.pdf



EP6 App C.pdf



Environmental
Procedure No. 6.pdf



EP17 Construction
Projects.pdf

SCHEDULE E

Contractor Employee Background Check Compliance



Background Check
B-2

SCHEDULE F

SHW-101- Anti Drug & Alcohol Program



SHW-101 Drug &
Alcohol Contractor Cc



AGI Drug and Alcohol
Program

SCHEDULE G

Project Schedule

(To be provided by Contractor prior to start of Work)

SCHEDULE H

Project Spend Distribution

(AGI Construction Final Pricing Workbook)



AGI REVISED Project
Cost Breakdown

	Plastic Main Crew-Basic: Straight Time	Plastic Main Crew-Basic: Over Time	Plastic Main Crew-Advanced: Straight	Plastic Main Crew-Advanced: Over Time	Plastic Service Crew-Basic: Straight Time	Plastic Service Crew-Basic: Over Time	Plastic Service Crew-Advanced: Straight	Plastic Service Crew-Advanced: Over Time	HDD Crew- Small Rig: Straight Time	HDD Crew- Small Rig: Over Time	HDD Crew- Medium Rig: Straight Time	HDD Crew- Medium Rig: Over Time	Total
Per Hr Rate													
Project	Number Hours	Number Hours	Number Hours	Number Hours	Number Hours	Number Hours	Number Hours	Number Hours	Number Hours	Number Hours	Number Hours	Number Hours	Number Hours
1	196	47	35	9	319	69	112	0	0	0	0	0	787
2	165	42	29	7	350	88	138	0	0	0	0	0	819
3	103	25	62	9	232	59	76	0	0	0	0	0	566
4	113	29	29	7	201	50	156	0	0	0	0	0	585
5	37	10	11	2	51	12	29	0	0	0	0	0	152
6	144	34	21	6	166	42	103	0	0	0	0	0	516
7	227	56	29	7	564	141	253	0	0	0	0	0	1277
8	200	51	42	11	641	161	209	0	0	0	0	0	1315
Reinf/Reliability	155	37	29	7	128	32	41	0	0	0	0	0	429
New Business	96	24	0	0	0	0	0	0	0	0	0	0	120
	1,436	355	287	65	2,652	654	1,117	0	0	0	0	0	6,566

	Plastic Main Crew-Basic: Straight Time	Plastic Main Crew-Basic: Over Time	Plastic Main Crew-Advanced: Straight Time	Plastic Main Crew-Advanced: Over Time	Plastic Service Crew-Basic: Straight Time	Plastic Service Crew-Basic: Over Time	Plastic Service Crew-Advanced: Straight Time	Plastic Service Crew-Advanced: Over Time	HDD Crew- Small Rig: Straight Time	HDD Crew- Small Rig: Over Time	HDD Crew- Medium Rig: Straight Time	HDD Crew- Medium Rig: Over Time	Total
Per Hr Rate													
Project													
1													
3													
3													
4													
5													
6													
7													
8													
Reinf/Reliability													
New Business													

SCHEDULE I

Mutual Non-Disclosure Agreement



AGI Construction
Mutual NDA wISA CEI

SCHEDULE J

Certificate of Insurance



SCHEDULE K

Subcontractor List

(No Submittal)

SCHEDULE L

Signed Supplier Code of Conduct



Supplier Code of
Conduct Final...