



AGREEMENT

BETWEEN

National Grid USA Service Company, Inc. for and on behalf of its
affiliated company
KEYSPAN GAS EAST CORPORATION
d/b/a NATIONAL GRID
("National Grid")

AND

ASPLUNDH CONSTRUCTION CORP.
YAPHANK, NEW YORK

FOR

PAVING SERVICES

LONG ISLAND
SUFFOLK COUNTY, NEW YORK

SAP CONTRACT NO.
3200105269

EFFECTIVE APRIL 1, 2014

**FORM OF AGREEMENT
For the Provision of Paving Services for
Long Island, Suffolk County**

This Agreement made and entered into is effective April 1, 2014, by and between National Grid USA Service Company, Inc. for and on behalf of its affiliated company, KeySpan Gas East Corporation *d/b/a* National Grid ("National Grid"), hereafter referred to as "Owner" and Asplundh Construction Corp. ("Contractor"), a New York corporation, having its principal place of business at 93 Sills Road, Yaphank, New York, 11980.

WHEREAS, on January 20, 2014, National Grid issued a request for proposals ("RFP") via its Ariba platform for the provision of paving services in National Grid's Long Island, Suffolk County service territory ("Services" or "Work");

WHEREAS, on February 18th, 2014, Contractor, in response to the RFP submitted a proposal;

WHEREAS, Contractor agrees to perform the Services as set forth in the Services description of the RFP and as further set forth in this Agreement; and

WHEREAS, Contractor represents that it is fully experienced, qualified, able and willing to execute the Services subject to and in accordance with the documents referred to in Article 2 of this Form of Agreement;

NOW IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1 - SCOPE OF WORK

The general scope of work consists of paving services throughout the National Grid Suffolk County, Long Island service territory. This complete scope of work will be

referred to as "The Project." The Contractor hereby agrees to provide all labor, materials, equipment, apparatus, tools, services, and facilities and everything else requisite and proper and to perform all the Work and do all things necessary to successfully complete the Project in its entirety all in accordance with this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

The following documents and documents referenced therein shall be read as one and shall constitute the entire express agreement ("Agreement") between the Parties with respect to the Services. The Agreement shall consist of all attached schedules, appendices, exhibits or other attachments thereto or referenced therein, which 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," including the following:

1. This Form of Agreement;
2. National Grid USA and Affiliated Companies Terms and Conditions for Construction Purchase Orders, Document No. 00700, dated revised 2/18/2014 ("Terms and Conditions");
3. Schedule A - Project Specification, including the following:
 - a. Permanent Paving Contract Specifications, Long Island Region, State of New York, Nassau County, Suffolk County and the Queens 5th Ward, January 2014, LI Specifications, Rev. 3;
 - b. National Grid, Gas Work Method, General Construction and Maintain Procedures, Backfill and Restoration, Doc # CNST 01003, Rev. 1.0, 02/01/13;
 - c. CNST – 7010 – Process Initiation for Permanent Pavement Replacement, 4/12/05 for LI;
 - d. PBWK-5075: Substructure Damage Prevention Program, 8/1/2005;
 - e. Dense Graded Aggregate Base Course, Recycled Concrete Aggregate (RCA);

4. Schedule B - Pricing Schedule – Final Pricing Workbook, dated 04/04/2014;
5. Schedule C - Background Check Requirement
 - a. Attachment A – National Grid Requirements for Contractor Employee Background Checks (National Grid Level 2 Baseline & Supplemental Requirements), Revised 12/18/12;
 - b. Attachment B-2, Contractor Information Sheet and Compliance Statement for Employee Background Check Requirements (National Grid Level 2 Baseline and Supplemental Requirements) 10/21/13;
6. Schedule D - Safety Requirements
 - a. National Grid Safety Procedure, N-1401, Contracted Services, 02/01/2011;
 - b. National Grid Safety Procedure, N-14-2, Contractor Safety Requirements, 9/11/2013;
 - c. National Grid Safety Procedure, Q 1702, Work Zone Traffic, 06/01/09;
 - d. SAFE-5050: General Safety Requirements, 04/01/2007;
 - e. Gas Operating Procedure, National Grid General Safety Requirements 090001-PL, Rev. 0;
 - f. National Grid, Safety Procedure, Contractor Safety Requirements, 08/01/2010;
 - g. National Grid Gas Policy Safety, Doc. # SHE01001, General Safety Requirements, 03/15/13; and
7. Schedule E – Environmental Requirements
 - a. National Grid Environmental Procedure No. 6, Contracted Services, 10/1/13;
 - b. Asplundh Construction Corp. Bidder Environmental Information Request Form, Contracted Service – Environmental Procedure No. 6 – Appendix A – Rev. No. 5, February 19, 2014;
 - c. National Grid Contractor Environmental Requirements, Contracted Services – Environmental – Procedure No. 6 – Appendix B – Rev. No. 5;

- d. National Grid Environmental Requirements, Contracted Services – Environmental Procedure No. 6 – Appendix C – Rev. No. 5;
- 8. Schedule F – Equal Employment Opportunity Compliance, Equal Opportunity Compliance Certificate; and
- 9. Request for Proposals dated January 20, 2014 and the documents referenced therein.

Terms and expressions used in this Form of Agreement shall have the meanings given them in the Terms and Conditions. The provisions of the Agreement and all the Contract Documents are intended to complement each other. The Parties agree that in the event of a conflict among the Contract Documents, the terms of the Contract Documents shall govern in the priority listed above.

ARTICLE 3 - SCHEDULE

The term of this Agreement shall commence on or about April 1, 2014 and shall continue for the three (3) year period through March 31, 2017 unless earlier terminated by either Party pursuant to the terms of the Agreement.

ARTICLE 4 - CONTRACT PRICE

This Agreement is issued as a unit price contract.

The Contract Price shall be the total paid by the Owner to the Contractor in accordance with the unit prices set forth in the Agreement ("Contract Unit Prices"), unless otherwise agreed to in writing by the Owner and the Contractor. Contractor will be responsible for all labor productivity required to achieve the unit prices set forth in the Agreement.

The Contract Unit Prices 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 5 - PAYMENTS

The measurement and value of completed Work shall be determined in accordance with field recorded completion data, together with such supporting evidence as may be required by the Owner.

ARTICLE 6 - NOTICES

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

Contractor:

Asplundh Construction Corp.

93 Sills Road

Yaphank, NY 11980

Attention: Frank Giordano

Owner:

National Grid

175 E. Old Country Road

Hicksville, NY 11801

Attention: Reginald Bell

A copy of any such notice shall also be forwarded to the Office of the General Counsel at the same address, to Procurement Agent and to Engineer.

ARTICLE 7 – AGREED TO MODIFICATIONS TO THE TERMS AND CONDITIONS

The following modifications to the Terms and Conditions are agreed by the Parties;

- a. Section 22.2a of the Terms and Conditions is revised to read as follows:
"any and all claims and/or liability for damage to property, injury or death of any person, including, but not limited to, the Contractor's employees, Subcontractors, and the Subcontractor's employees, or any other liability incurred by the Owner or its affiliates, including expenses, legal or otherwise, caused wholly or in part, by any act or omission, negligent or otherwise of the Contractor, its Subcontractors and their officers, directors, employees, agents, servants, or assigns, arising out of or connected with

the Agreement, regardless of whether caused in part by a party indemnified hereunder except to the extent caused by the negligence of willful misconduct to Owner; and"

- b. Section 22.5 of the Terms and Conditions is revised to read as follows:
"Except as otherwise provided herein, neither Party shall be liable to the other for consequential, special, incidental, or punitive damages (including attorney's fees or litigation costs) for performance or non-performance of the Agreement or for any actions undertaken in connection with or related to the Agreement, including without limitation damage claims based on causes of action for breach of contract, tort (including negligence), or any other theory of recovery."
- c. Section 22.7 of the Terms and Conditions is deleted.
- d. Section 36.3 (h) is revised to read as follows:
"(h) require that the Contractor's equipment remain on Site for the purpose of completing the Work."
- e. All other terms and conditions in the Terms and Conditions shall remain unchanged.

ARTICLE 8 - SEVERABILITY

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.

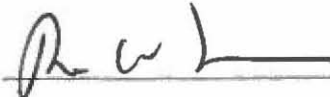
Contractor:

Owner:

Asplundh Construction Corp.

National Grid USA Service Company, Inc.

By: 

By: 

Print: Frank V. Giordano

Print: Ross W. Turrini

Title: Vice President

Title: Vice President

Date: May 14, 2014

Date: 5/27/2014

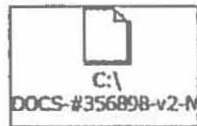
NATIONAL GRID USA AND AFFILIATED COMPANIES

TERMS AND CONDITIONS

FOR

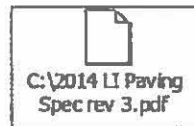
CONSTRUCTION PURCHASE ORDERS

DOCUMENT NO. 00700, REVISED 02/18/2014



SCHEDULE A

PROJECT SPECIFICATIONS



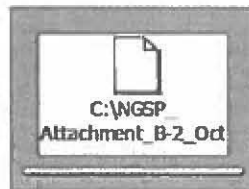
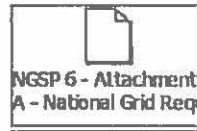
SCHEDULE B

UNIT PRICING



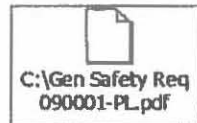
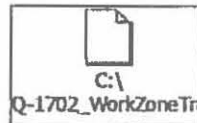
SCHEDULE C

BACKGROUND CHECK REQUIREMENTS



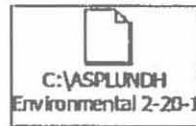
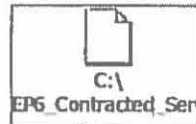
SCHEDULE D

SAFETY REQUIREMENTS



SCHEDULE E

Environmental Requirements



SCHEDULE F

Equal Employment Opportunity Compliance

