



AGREEMENT

BETWEEN

NATIONAL GRID USA SERVICE COMPANY

AND

**UTILITY CONSTRUCTION SPECIALISTS LLC
WATERVLIET, NEW YORK**

FOR

Mohawk Harbor Ductbank Project 2016

ASSOCIATED SAP CONTRACT № 4400005800

February 19, 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 **Utility Construction Specialists LLC**, ("Contractor"), a New York corporation, with its principal place of business at 76 Crabapple Lane, Watervliet, New York 12189 (hereinafter each, individually, a "Party" and, collectively, the "Parties") for the Services identified hereafter as:

Mohawk Harbor Ductbank Project 2016

SAP Contract № 4400005800

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 Mohawk Harbor Ductbank Project in Schenectady, NY, in accordance with all of the specifications and Contract Documents associated with this Agreement.

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 Oct., 2015
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.

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 - NOTICES

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

Contractor:

Jeff O'Brien
Utility Construction Specialists, LLC

Owner:

Matthew Bieber
National Grid Global Procurement

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

ARTICLE 5 – SEVERAL LIABILITY

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

ARTICLE 6 - 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.

Mohawk Harbor

Utility Construction Specialists, LLC:

[Signature]
Signature

Jeffrey O'Brien
Name

Owner
Title

2/22/16
Date

National Grid USA Service Company, Inc.:

[Signature]
Signature

Donald P. Schaefer
Name

Category Manager - Procurement
Title

02-23-2016
Date

SCHEDULE A

Terms and Conditions for Construction, Form 00700, Rev. Oct., 2015

Reference Terms & Conditions document included in Ariba RFP

Net 30 Payment Terms

SCHEDULE B

SPECIFICATIONS

Reference all documents included in Ariba RFP

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

Mohawk Harbor Ductbank 2016

ITEM	DESCRIPTION	UOM	Unit Rate	Total	Quantity
	Install 2 way MH	/Each			20
	Install switchgear MH	/Each			19
	6-5" Conduit (concrete encased)	/LF			4714
	8-5" Conduit (concrete encased)	/LF			3210
	4-5" Conduit (concrete encased)	/LF			217
	2-5" Conduits (concrete encased) **ADDED LINE ITEM	/LF			100
	Test Holes	/Each			Entirety
	Snow Removal	/Day			Entirety
	Ground Penetrating Radar	/Day			Entirety
	Remove existing concrete loading dock and sidewalk on the Legere property	/LS			Entirety
	Restore area to grade backfill to +/-6" of original grade	/LS			Entirety
	Total Price				

D2 – Supplement Units Schedule

Mohawk Harbor Ductbank 2016

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	
	Electrician	/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