

AGREEMENT

This Agreement, made and entered into effective July 15, 2017 by and between **National Grid USA Service Company, Inc.** ("Company"), a Massachusetts corporation having its principal place of business at 40 Sylvan Rd., Waltham, MA 02451; and **Henkels & McCoy, Inc.** ("Contractor") having its office and principal place of business at 985 Jolly Road, Blue Bell, PA 19422 for the Work identified as Local Law 30 associated with National Grid Gas Operations in New York City.

ARTICLE 1 - SCOPE OF WORK

The Contractor hereby agrees to provide all qualified labor, materials, tools, apparatus, equipment, supervision, services, facilities and insurance to perform all Work in accordance with this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

The following documents, as amended from time to time consistent with industry standards for the services specified and the intended use by the Company, 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":

1. Agreement
2. NDA
3. 700 Form Terms and Conditions dated 7/8/16
4. Schedule A - Supplemental Conditions
5. Schedule B – Scope of Work
6. Schedule C – Question & Answer during RFP
7. Schedule D – Pricing & Bid Submission
8. Schedule E - National Grid Contractor Safety Requirements
9. Schedule F - National Grid Environmental Requirements

10. Schedule G - National Grid Background Check Requirements
11. Schedule H – Anti-Drug & Alcohol Contractor Compliance
12. Schedule I – Supplier Code of Conduct
13. Schedule J – Sustainability Policy
14. Schedule K – Anti-Fraud & Bribery Policy
15. Schedule L – Equal Employment Opportunity Compliance Requirements

ARTICLE 3 - AGREEMENT DURATION

This Agreement shall commence, or shall be deemed commenced, on July 15, 2017 and unless lawfully terminated earlier shall continue in force until March 31, 2018. The Company reserves the right, at its sole option, to cancel this contract at any time and for any reason.

ARTICLE 4 - CONTRACT PRICE

The Contract Prices for the Work shall be in accordance with Schedule D below.

ARTICLE 5 – TAXES

The Contractor is responsible for all applicable taxes associated with the workscope. Taxes are not applicable to labor. No sums in addition to the original contract amount will be paid by the Company 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/ performed by the Contractor.

ARTICLE 6 – ACKNOWLEDGEMENT

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 7 – 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 Agreement Change signed by an authorized representative or officer of the Company and the Contractor.

The Agreement, as the same may be amended from time to time in writing by an Agreement Change, sets forth the full and complete understanding of the parties regarding the services to be performed by the Contractor for the Company 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. THE PARTIES HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.

ARTICLE 8 – NOTICES

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

To Company:

National Grid USA Service Company
40 Sylvan Road
Waltham, MA 02451

To Contractor:

Henkels & McCoy, Inc.
450 Davis Drive
Plymouth Meeting, PA 19462

Attention: Gas Construction, Global
Procurement

Attention: James A. Duffy, Regional VP

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.

Company:

National Grid USA Service Company, Inc.

By: 

Name: Michelle R. Holiday-Levy

Title: Procurement Director - Gas Construction

Date: 9.12.2017

Contractor:

Henkels & McCoy, Inc.

By: 

Name: James A. Duffy

Title: Regional Vice President

Date: 9/12/17



**TERMS AND
CONDITIONS
FOR
CONSTRUCTION**

Form 00700 (Rev. July 8, 2016)

**SCHEDULE A
SUPPLEMENTAL CONDITIONS
to
TERMS AND CONDITIONS FOR CONSTRUCTION
Document No. 00700, (Rev. July 8, 2016)**

between

NATIONAL GRID USA SERVICE COMPANY, INC.

and

HENKELS & MCCOY, INC.

JULY 15, 2017

The following terms and conditions are hereby incorporated by reference in the Agreement. In the case of a conflict between these Supplemental Conditions and any other Contract Document, these Supplemental Conditions shall prevail.

INSURANCE

Article 23.1.4 shall be modified to change the first sentence to read as follows: **Umbrella or Excess Liability, with a minimum per occurrence Limit of \$4,000,000 ... or \$15,000,000 if the Work involves Downstate New York gas mains and services...."**

Additional Statement:

Henkels & McCoy recognizes that due to the nature of the Local Law 30 contract work and National Grid's quick turnaround requirement, Henkels & McCoy is prepared to move forward under the current National Grid contract terms as provided by National Grid. However, concurrently, Henkels & McCoy is submitting our list of clarifications/exceptions as the basis of negotiation for a longer term two year agreement.

SCHEDULE B

Scope of Work

SCHEDULE C

Questions & Answers During RFP

Questions & Answers during RFP

None

SCHEDULE D

Pricing & Bid Submission

		LOCAL LAW 30 BID FORM	T&M Rates	
CONTRACTOR TO FILL IN ALL YELLOW HIGHLIGHTED AREAS:		Contractor Name: Henkels & McCoy	Preferred Cost Centers: 622 Springfield 623 Canarsie 626 Staten Island	
			Optional Cost Centers: 625 Redhook 621 Bay Ridge	
Line #	Description	UOM		
1	3 Man Crew - Straight Time	Hourly		
2	4 Man Crew - Straight Time	Hourly		
3	5 Man Crew - Straight Time	Hourly		
4	3 Man Crew - Overtime	Hourly		
5	4 Man Crew - Overtime	Hourly		
6	5 Man Crew - Overtime	Hourly		

Please provide a cost breakdown of your pricing					
% Breakdown of Cost Components					
Work Type	Labor	Equipment & Materials	Back Office & Administrative Support	Overhead & Profit	Total
3 Man Crew - Straight Time					
4 Man Crew - Straight Time					
5 Man Crew - Straight Time					
3 Man Crew - Overtime					
4 Man Crew - Overtime					
5 Man Crew - Overtime					

SCHEDULE E

Safety Requirements

SCHEDULE F

Environmental Requirements

SCHEDULE G

Background Check Requirements

SCHEDULE H

Anti-Drug & Alcohol Contractor Compliance

SCHEDULE I

Supplier Code of Conduct

SCHEDULE J

Sustainability Policy

SCHEDULE K

Anti-Fraud & Bribery Policy

SCHEDULE L

Equal Employment Opportunity Compliance Requirements