



Contract Agreement

Between

**Niagara Mohawk Corporation
National Grid USA Service Company, Inc.**

and

Riggs Distler & Co, Inc.

**to provide
Materials, Equipment & Construction Services
for the
Schenectady Capital Project (UNY Bundle Wave 2)**

December 27, 2018

**Please Note: This Document contains Confidential, sensitive information
that is not to be reproduced or distributed outside of the project team
leadership and executive reviewers of National Grid and Riggs Distler**

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Contract between National Grid USA Service Company and Riggs Distler – **Schenectady Capital Project (UNY Bundle Wave 2)**

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 Corporation, d/b/a National Grid** and **Riggs Distler & Co, Inc.** (herein referred to as “Contractor”), a New Jersey based corporation with offices at **4 Esterbrook Lane, Cherry Hill, NJ 08003**, concerning the provision of materials, equipment, and construction services for the **Schenectady Capital Project (UNY Bundle Wave 2)** 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.

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" 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:	Riggs Dister’s Request For Proposal
Exhibit D:	Bid Questions & Responses
Exhibit E:	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.

ARTICLE 4 - CONTRACT PRICE

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 #4400007555. **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.

Contract between National Grid USA Service Company and Riggs Distler – **Schenectady Capital Project (UNY Bundle Wave 2)**

ARTICLE 6 - NOTICES

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

Contractor	Owner
<i>Riggs Distler</i> Dan Butler Project Manager 4 Esterbrook Lane Cherry Hill, NJ 08003 Ph: 860-883-6103 DButler@riggsdistler.com	<i>National Grid</i> Richard Cheung Buyer, Global Procurement 40 Sylvan Road Waltham, MA 02451 Ph: 781-907-3526 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

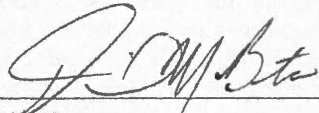
Participant understands and agrees to the following: (a) if Participant submits a bid in connection with this RFP, Participant will (i) download and review all documentation included in the event (such documentation to be downloaded from Ariba Bid Event), and (ii) comply with all requirements and terms 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.

Contract between National Grid USA Service Company and Riggs Distler – Schenectady Capital Project
(UNY Bundle Wave 2)


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:
Riggs Distler & Co, Inc.

Owner:
National Grid USA Service Co.
(dba National Grid)



Signature



Signature

DANIEL M. BUTLER

Name

Matt Bieber

Name

PROJECT MANAGER

Title

Category Manager

Title

12/28/18

Date

1/3/2019

Date

Contract between National Grid USA Service Company and Riggs Distler – **Schenectady Capital Project**
(UNY Bundle Wave 2)

Terms and Conditions



700 Form Construction Terms and Conditions rev July 10, 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 Doc 1475051422 – Dated 11/19/2018

Contractor Safety Requirements – Dated 2/28/2018

Environmental Guidance Procedures EG-303NY

Supplier Code of Conduct – Dated May 2018

Work Authorization Form

DOT Contractor Compliance Affidavit

NERC Cyber Security Standards and Requirements

Contractor:


Signature

DANIEL M. BUTLER
Name

PROJECT MANAGER
Title

12/23/18
Date

Exhibit B: Pricing



**TRANSMISSION LINE / SUBSTATION
Project Pricing Workbook**

Submitted by:

Riggs Distler & Co., Inc.

Company Name

Schenectady Capital Bundle

Project Name

INSTRUCTIONS and NOTES

1. The requested data is to be entered into the Workbook **as it has been provided**, in the original Excel format **without any alteration whatsoever** to the template.
2. Sales Tax on Materials (Only for NY, RI and VT) should be included in the unit price



See Next Tab

A large blue arrow pointing to the right, containing the text "See Next Tab" in white, bold, sans-serif font.

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

BID SEGMENT DESCRIPTION:

Total

SECTION A -- WORK UNITS (Total)				Primary Contractor (All figures PER UNIT)				Subcontractor (All figures PER UNIT)			PER UNIT TOTAL	EXTENDED TOTAL	Primary Contractor (Extended Totals)				Subcontractor (Extended Totals)		
Work Unit	UOM	Quantity	Operation #	Craft Labor Hours	Craft Labor Cost	Material Cost	Equipment & Fuel Cost	Craft Labor Hours	Labor, Equipment & Fuel Cost	Material Cost			Craft Labor Hours	Craft Labor Cost	Material Cost	Equipment & Fuel Cost	Craft Labor Hours	Labor, Equipment & Fuel Cost	Material Cost
A1	Rosa Rd 57 Balltown Rd Conversion (Balltown Rd)																		
A2	WR 16405906																		
A3	Pole Locations (Install/Remove/Replacement/Crossarm Changes)	each	53	1071	12						636				0	\$0	\$0		
A4	Single Transformer (Install/Removal/Replacement)	each	16	1077	9						144				0	\$0	\$0		
A5	Three Phase Transformer (Install/Removal/Replacement)	each	3	1077	9						27				0	\$0	\$0		
A6	Ratio Transformer Install	each	13	1077	9						117				0	\$0	\$0		
A7	Ratio Transformer Removal	each	6	1077	5						27				0	\$0	\$0		
A8	Primary Conductor (Install/Removal/Replacement)	span	17	1068	25						425				0	\$0	\$0		
A9	Secondary Conductor (Incl. Services - Install/Removal/Replacement)	span	20	1068	2						30				0	\$0	\$0		
A10	Cutout (Install/Removal/Replacement)	each	113	1072	1						113				0	\$0	\$0		
A11	Anchor (Install/Removal/Replacement)	each	29	1071	4						116				0	\$0	\$0		
A12	Down & Span Guys (Install/Removal/Replacement)	each	55	1071	1						69				0	\$0	\$0		
A13	Lightning Arrestor (Install/Removal/Replacement)	each	63	1072	1						63				0	\$0	\$0		
A14	Transformer Conversion Locations	each	25	1077	1						13				0	\$0	\$0		
A15	Gang Operated Loadbreak (Install/Remove/Replacement)	each	2	1072	15						30				0	\$0	\$0		
A16	DSD Switch (Install/Removal/Replacement)	each	3	1072	2						6				0	\$0	\$0		
A17	Capacitor Bank Removal	each	2	1074	12						24				0	\$0	\$0		
A18	Streetlight (Install/Removal/Replacement)	each	3	1611	1						2				0	\$0	\$0		
A19	Weaver 52 Emmet 02 Feeder Tie (Lottridge St)										0				0	\$0	\$0		
A20	WR 25472669										0				0	\$0	\$0		
A21	Pole Locations (Install/Remove/Replacement/Crossarm Changes)	each	4	1071	24						96				0	\$0	\$0		
A22	Three Phase Transformer (Install/Removal/Replacement)	each	2	1077	12						24				0	\$0	\$0		
A23	Ratio Transformer Install	each	3	1077	4						12				0	\$0	\$0		
A24	Primary Conductor (Install/Removal/Replacement)	span	3	1068	5						15				0	\$0	\$0		
A25	Secondary Conductor (Incl. Services - Install/Removal/Replacement)	span	5	1068	1						5				0	\$0	\$0		
A26	Cutout (Install/Removal/Replacement)	each	9	1072	1						9				0	\$0	\$0		
A27	Anchor (Install/Removal/Replacement)	each	1	1071	4						4				0	\$0	\$0		
A28	Down & Span Guys (Install/Removal/Replacement)	each	1	1071	2						2				0	\$0	\$0		
A29	Gang Operated Loadbreak (Install/Remove/Replacement)	each	1	1072	15						15				0	\$0	\$0		
A30	Lynn 55 Weaver 51 Feeder Tie (Helderberg Ave)										0				0	\$0	\$0		
A31	WR 17276592										0				0	\$0	\$0		
A32	Pole Locations (Install/Remove/Replacement/Crossarm Changes)	each	33	1071	13						429				0	\$0	\$0		
A33	Single Transformer (Install/Removal/Replacement)	each	6	1077	9						54				0	\$0	\$0		
A34	Three Phase Transformer (Install/Removal/Replacement)	each	2	1077	12						24				0	\$0	\$0		
A35	Ratio Transformer Install	each	3	1077	9						27				0	\$0	\$0		
A36	Ratio Transformer Removal	each	6	1077	4						24				0	\$0	\$0		
A37	Primary Conductor (Install/Removal/Replacement)	span	32	1068	9						288				0	\$0	\$0		
A38	Secondary Conductor (Incl. Services - Install/Removal/Replacement)	span	25	1068	1						25				0	\$0	\$0		
A39	Cutout (Install/Removal/Replacement)	each	30	1072	1						30				0	\$0	\$0		
A40	Anchor (Install/Removal/Replacement)	each	1	1071	4						4				0	\$0	\$0		
A41	Down & Span Guys (Install/Removal/Replacement)	each	10	1071	2						20				0	\$0	\$0		
A42	Weaver 51 Pleasant St Conversion (Pleasant St)										0				0	\$0	\$0		
A43	WR 17992961										0				0	\$0	\$0		
A44	Pole Locations (Install/Remove/Replacement/Crossarm Changes)	each	24	1071	21						504				0	\$0	\$0		
A45	Single Transformer (Install/Removal/Replacement)	each	5	1077	9						45				0	\$0	\$0		
A46	Three Phase Transformer (Install/Removal/Replacement)	each	1	1077	12						12				0	\$0	\$0		

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

BID SEGMENT DESCRIPTION:

Total

SECTION A -- WORK UNITS (Total)				Primary Contractor (All figures PER UNIT)				Subcontractor (All figures PER UNIT)			PER UNIT TOTAL	EXTENDED TOTAL	Primary Contractor (Extended Totals)				Subcontractor (Extended Totals)		
Work Unit	UOM	Quantity	Operation #	Craft Labor Hours	Craft Labor Cost	Material Cost	Equipment & Fuel Cost	Craft Labor Hours	Labor, Equipment & Fuel Cost	Material Cost			Craft Labor Hours	Craft Labor Cost	Material Cost	Equipment & Fuel Cost	Craft Labor Hours	Labor, Equipment & Fuel Cost	Material Cost
A47	Ratio Transformer Install	each	16	1077	9						144		\$0		0	\$0	\$0		
A48	Ratio Transformer Removal	each	3	1077	4						12		\$0		0	\$0	\$0		
A49	Primary Conductor (Install/Removal/Replacement)	span	15	1068	40						600		\$0		0	\$0	\$0		
A50	Secondary Conductor (Incl. Services - Install/Removal/Replacement)	span	3	1068	75						225		\$0		0	\$0	\$0		
A51	Cutout (Install/Removal/Replacement)	each	61	1072	1						61		\$0		0	\$0	\$0		
A52	Anchor (Install/Removal/Replacement)	each	1	1071	4						4		\$0		0	\$0	\$0		
A53	Down & Span Guys (Install/Removal/Replacement)	each	2	1071	2						4		\$0		0	\$0	\$0		
A54	Lightning Arrestor (Install/Removal/Replacement)	each	3	1072	1						3		\$0		0	\$0	\$0		
A55	Transformer Conversion Locations	each	20	1077	1						10		\$0		0	\$0	\$0		

Project Pricing Workbook prepared by Riggs Distler & Co., Inc.
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

Primary Contractor -- Craft Labor Detail

Labor Resource	Total Hours For this Resource	Total Labor \$ for this Resource
<i>MA-IBEW 104 -- General Foreman</i> EXAMPLE	125	\$13,750
NY-IBEW 1249 Line -- General Foreman	352	[REDACTED]
NY-IBEW 1249 Line -- Working Foreman	1,407	
NY-IBEW 1249 Line -- Journeyman Lineman	2,813	
TOTALS	4,572	[REDACTED]

Project Pricing Workbook prepared by Riggs Distler & Co., Inc.
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 the Summary sheet.

Primary Contractor -- Equipment Detail

Equipment	Anticipated Days	Total Equipment \$ for this Resource
<i>Material Handling Bucket Truck 55'</i> EXAMPLE	60	\$15,000
3/4 Ton Pickup/ 1 Ton Pickup	60	
55' Bucket Truck Material Handler	60	
55' Bucket Truck Material Handler	60	
Digger Derrick	60	
Wire Puller Less than 10,000lbs (Single Drum)	60	
Wire / Cable Reel Trailer- Four arbor bar	60	
TOTALS	360	

Project Pricing Workbook prepared by Riggs Distler & Co., Inc.

SUBCONTRACTOR DETAIL

Subcontractor Name	Subcontractor's Scope	Craft Labor Hours	Labor, Equipment & Fuel Cost	Material Cost
Donnelly Construction	Traffic Control	1,440	[REDACTED]	
TOTALS		1,440	[REDACTED]	\$0

Project Pricing Workbook prepared by Riggs Distler & Co., Inc.

Units provided in this section of the bid sheet involve a mix of project-

UNIT PRICING FOR ADD-ON WORK

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		
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		
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		
Environmental	Hay and/or straw bale installation	Linear Foot		
Environmental	Stone Constrution Entrance 16' x 50'	Each		
Environmental	Erosion Control Sock	Linear Foot		
Environmental	Straw Wattle	Linear Foot		
Environmental	Structure Work Pad	Square Feet		

Exhibit C: Riggs Distler's Request For Proposal

Exhibit D: Bid Questions & Responses

Exhibit E: Project Schedule