



**CONTRACT PURCHASE AGREEMENT**

**BETWEEN**

**KEYSPAN GAS EAST CORPORATION  
HICKSVILLE, NEW YORK**

**AND**

**ASPLUNDH CONSTRUCTION CORPORATION  
YAPHANK, NEW YORK**

**FOR**

**CUTCHOGUE GAS MAIN REINFORCEMENT PROJECT**

**SAP CONTRACT ID# 4400003719**

**July 29, 2013**

**COPY NO. 1**

## **CONTRACT PURCHASE AGREEMENT**

This Contract Purchase Agreement, made and entered into on the date when signed by the party signing last in time, by and between **KeySpan Gas East Corporation** (Owner), a New York corporation, with offices at 175 East Old Country Road, Hicksville NY 11801 and **Asplundh Construction Corporation**. (Contractor) having its office and principal place of business at 93 Sills Road, Yaphank, New York, 11980, for the Work (“Work”) identified as follows:

- Cutchogue Gas Main Reinforcement Project

### **ARTICLE 1 - SCOPE OF WORK (“Work”)**

The Contractor hereby agrees to provide all qualified Labor, Supervision, Services, Equipment, Materials, Apparatus, Tools (to the extent not furnished by the Owner), and all else requisite and proper for the successful completion of the “Work”. All of the work to be performed in accordance with the attached Cutchogue Project Specification, G-13-02 dated March 2013 (Schedule B) including all Project Drawings, Project Documents, Construction Standards, Construction Procedures, Safety Standards and all other documents referenced therein.

**Project Scope Summary:** The overview of the scope of work includes the installation of approximately 27,500 ft. of 12 in. 350 psig rated steel gas main initially operating at 60 psig, and installed to transmission gas pipeline standards in Cutchogue / Southold, to be located along Middle Road (CR 48), Ackerly Pond Lane, Main Road (NYS Rt. 25), and to the tie in locations.

## **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". The Agreement is comprised of the following in descending order of precedence:

- Agreement
- Schedule A - Signed Terms and Conditions 00700 dated 09/30/2011 & Asplundh Certificate of Insurance
- Schedule B - Cutchogue Project Specification G-13-02, March 2013
- Schedule C - National Grid Safety Procedure - "Contractor Safety Requirements" Document No. N -1402, Rev. 6 dated (02/01/2011) & National Grid General Safety Requirements – SHE01001 Rev. 1 dated (3-15-2013)<sup>(1)</sup>
- Schedule D - Contractor Environmental Requirements
- Schedule E - Contractor Employee Background Check Compliance
- Schedule F - CMD -101-Anti Drug Program
- Schedule G – Supplemental Conditions & Clarifications

## **ARTICLE 3 - AGREEMENT DURATION**

The Agreement shall commence on or about July 19, 2013 and proceed to on or about November 15, 2013. The Owner reserves the right, at its sole option, to cancel this contract at any time and for any reason.

## **ARTICLE 4 – SCHEDULE**

Any Work performed under this Agreement shall be completed as noted within (**Attachment B**) included in the Agreement. The Contractor will work the schedule as requested by the Owner. The work shall commence on or about August 4, 2013 and

proceed to on or about November 15, 2013. The Owner reserves the right, at its sole option, to cancel this contract at any time and for any reason.

#### **ARTICLE 5 - CONTRACT PRICE**

This Purchase Order is issued for a Fixed Firm Price of [REDACTED] **Attachment A**) as set forth in Asplundh Construction Corporation proposal dated July 1, 2013 including the revised Unit Price proposal. 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.

Please note that the following options are included in the contract value:

Option Price III-A for the Office Trailer \$ \$ [REDACTED]

Option Price III-B for Caliper Contractor \$ [REDACTED]

Option Price III-D for Asphalt Overlay \$ [REDACTED]

Cathodic Protection Credit \$ [REDACTED]

Total Contract Value (with Options) \$ [REDACTED]

The contract also includes Unit Price rates to be utilized only for instances of a written change to the Agreement. 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.

Taxes: The work scope associated with this project is considered Capital Improvement and as a result is not taxable.

#### **ARTICLE 6 – PAYMENTS**

1. For all sums payable to Contractor, as described in Article 5, National Grid will pay Contractor within thirty (30) days from receipt of an acceptable invoice. Any allowable time for early payment discount will begin the day the invoice is received at National Grid. The invoice date will not be used to calculate the allotted time

available for National Grid to exercise the specified payment discount. Unacceptable invoices may, at National Grid's option, be adjusted and paid as adjusted, or returned to Contractor for correction and re-submittal.

2. All invoices shall be submitted and payments made in accordance with and subject to the terms and conditions set forth in National Grid and Affiliated Companies Terms and Conditions for Construction Purchase Orders Document No. 00700 (11/18/11) as amended.
3. Invoicing will be authorized for payment utilizing National Grid's SAP system. The Contractor shall utilize this system for processing invoices.

#### **ARTICLE 7 – 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 (Schedule B)
  - b. National Grid General Safety Requirements (SHE01001 Rev. 1)
  - c. National Grid and Affiliated Companies Terms and Conditions for Construction Purchase Orders Document No. 00700 (11/30/2011)

#### **ARTICLE 8 – 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 Owner 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 9 – LIMITATION**

The Contractor shall not revise the scope of work or deliverable products contained therein

or incur costs to the purchaser's account in excess of the total Agreement without the Owner's prior written approval; such approval to be incorporated by formal amendment to this Agreement.

#### **ARTICLE 10 – UNAUTHORIZED DISCLOSURE**

The Owner considers any information provided to you 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 11 – 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 12 – 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 Owner 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 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. THE PARTIES HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.

**ARTICLE 13 - ENTIRE AGREEMENT**

This Agreement, including all Contract Documents, constitutes the entire Agreement between the Owner and the Contractor, with respect to the Work specified in the relevant Work Authorization Form, 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:**  
**Asplundh Construction Corporation**

**Owner:**  
**KeySpan Gas East Corporation**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Ronald S. Micho

Title: \_\_\_\_\_

Title: Category Manager

Date: \_\_\_\_\_

Date: July 29, 2013





# **SCHEDULE A**

**NATIONAL GRID AND AFFILIATED COMPANIES**

**TERMS AND CONDITIONS**

**FOR**

**CONSTRUCTION PURCHASE ORDERS**

**DOCUMENT NO. 00700 (11/18/2011)**



National Grid USA  
Service Company & A



Asplundh Signed  
Terms & Conditions.p

**&**

**CERTIFICATE OF INSURANCE**



Asplundh COI.pdf

# **SCHEDULE B**

## **CUTCHOGUE PROJECT SPECIFICATION G-13-02**

**MARCH 2013**



G-13-02 - Cutchogue  
Reinforcement-FINAL

## **SCHEDULE C**

**NATIONAL GRID SAFETY PROCEDURE  
“CONTRACTOR SAFETY REQUIREMENTS”  
DOCUMENT NO. N-1402, REV. 6  
DATED (02/01/2011)**



Contractor Safety  
Requirements (02-01)

**NATIONAL GRID GENERAL SAFETY REQUIREMENTS  
DOCUMENT NO. SHE01001 REV. 1  
DATED (03/15/2013)**



General Safety  
Requirements SHE01001

<sup>1</sup>SHE01001 Rev.1 dated 03-15-13 cancels and supersedes General Safety requirements SAFE5050-LI-NYC and 090001-PL

# SCHEDULE D

## CONTRACTOR ENVIRONMENTAL REQUIREMENTS



ENVIRONMENTAL  
EP17 Construction Pr



ENVIRONMENTAL  
EP6 AppB.pdf



ENVIRONMENTAL  
EP6 AppC.pdf

# **SCHEDULE E**

## **CONTRACTOR EMPLOYEE BACKGROUND CHECKS**

**(Previously submitted via ISNetworld)**



Asplundh  
Background Check.pc

# **SCHEDULE F**

## **CMD-101 ANTI DRUG PROGRAM**

**(Previously submitted via ISNetworld)**

# **SCHEDULE F**

## **Supplemental Conditions & Clarifications**



Asplundh Follow Up  
Questions-Cutchogue

# ATTACHMENT A

## PRICING

The Firm Lump Sum price for this project will be \$ [REDACTED] (\$ [REDACTED]) since NGRID will be handling the Cathodic Protection for this project and Asplundh's credit for this work is \$ [REDACTED]

Please also note that the following options totaling \$ [REDACTED] will be included in the contract value.

Option Price III-A for the Office Trailer \$ [REDACTED]

Option Price III-B for Caliper Contractor \$ [REDACTED]

Option Price III-D for Asphalt Overlay \$ [REDACTED]

Total Contract Value (with Options) \$ [REDACTED]

(Includes Option Price III-C Credit for Cathodic Protection ([REDACTED]))



Original Pricing  
Submittal\Asplundh.x



Asplundh  
Clarification.docx



Asplundh  
Methogology.docx

**Please note that the price of the following item should be [REDACTED] not \$ [REDACTED]**

- II-A.2.h Welding of 12" Steel Gas Main – Rt. 25



# **ATTACHMENT B**

## **SCHEDULE**



Asplundh Cutchogue  
revised schedule.xlsx