

**AGREEMENT**

**BETWEEN**

**NATIONAL GRID USA SERVICE COMPANY, INC**

**AND**

**MATRIX NORTH AMERICAN CONSTRUCTION, INC.**

**FOR**

**OVERHEAD LINE EMERGENCY RESTORATION SERVICES  
Transmission & Distribution Blanket Agreement**

**April 1, 2024**

**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 USA Service Company, Inc and MATRIX NORTH AMERICAN CONSTRUCTION, INC.**

## **Blanket Agreement**

**THIS AGREEMENT** made and entered into effective on the date when signed by the party signing last in time, 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 170 Data Drive, Waltham, Massachusetts 02451 (hereinafter collectively the "COMPANIES" and individually the "Company") ("Owner"), and **MATRIX NORTH AMERICAN CONSTRUCTION, INC.** ("Contractor"), having its office and principal place of business at 1974 Sproul Rd. Broomall, PA 19008, collectively the Parties for the Services identified hereafter as:

### **New York and New England Overhead Line Emergency Restoration Services Transmission & Distribution**

#### **ARTICLE 1 – SCOPE OF WORK**

- 1.1 The Contractor hereby agrees to meet all requirements of the full scope of work as described in the Contract Specification (see Schedules).

#### **ARTICLE 2 - CONTRACT DOCUMENTS**

- 2.1 The following documents, including all attached schedules, appendices, exhibits or other attachments thereto, that 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 order of precedence for commercial terms shall be as follows, with the caveat that if there is a conflict for field operations and invoicing, the terms of Schedule B shall take precedence over the respective terms in Schedule A:

**Schedule A:** Terms and Conditions for Overhead Line Emergency Restoration Services Form 00750 Rev. December 1, 2022

**Schedule B:** Specification

**Schedule C:** Price Schedules

**Schedule D:** Non-disclosure Agreement Rev. July 18, 2023

**Schedule E:** NGSP 6 – Attachment B-2 National Grid Requirements for Contractor Information Sheet and Compliance Statement for Employee Background Check Requirements (National Grid Level 2 Baseline and Supplemental Requirements) Rev. 12/28/22

**Schedule F:** Compliance Affidavit – Compliance with U.S. Department of Transportation Regulations 49 CFR Parts 40, 199 & 382

**Schedule G:** N-1402: Contractor Safety Requirements Rev. November 16, 2022

#### **ARTICLE 3 - TERM**

- 3.1 The Agreement shall become effective when the Agreement is executed by both parties

and shall continue in full force and effect until the expiration of all guarantees, warranties and indemnities provided for therein.

- 3.2 This Agreement shall remain valid through March 31, 2027. Company may, after providing written notice to Contractor at least thirty (30) days prior to the end of the then current Term or Renewal Term, extend the Term for two (2) consecutive renewal terms of one (1) year each (each, a "Renewal Term"). The Company reserves the right, at its sole option, to cancel this contract at any time and for any reason without liability.
- 3.3 Owner reserves the right to extend or suspend or terminate this Agreement in accordance with Schedule A, 750 Terms and Conditions.

#### **ARTICLE 4 – SCHEDULE**

- 4.1 The Contractor agrees to commence any Work to be performed under this Agreement at the time specified by Owner under this Agreement, 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 provided to and discussed with, the Owner and must be approved in writing by the Owner.

#### **ARTICLE 5 – CONTRACT PRICING**

- 5.1 The Contract price for the Work is described in Schedules B and C.

#### **ARTICLE 6 – INVOICING AND PAYMENT**

- 6.1 Contractor acknowledges that it understands that National Grid is allowed to recover the incremental cost of storm restoration not included in its base rates. By accepting this Agreement the Contractor agrees to provide Owner with timely, complete, and precise backup documents with each invoice that are sufficient to support the Owner's cost recovery reporting and audits. Invoices are to be submitted for each event (call out, storm, assignment, or emergency). Contractor agrees that it will implement management controls to ensure the accuracy of billing of resources for man hours, equipment, and miscellaneous expenses associated with the Work for each assignment.
- 6.2 Final Payment by the Owner shall not relieve the Contractor of any responsibility, warranty, or continuing obligation under the Agreement, nor shall it constitute a waiver by the Owner of any claim arising hereunder. Acceptance of the final payment shall constitute a waiver of all claims by the Contractor. Owner will not accept any changes submitted by the Contractor after final payment.
- 6.3 No payment made hereunder, except for the final payment, shall be considered as acceptance of any Work. All payments shall be subject to correction or adjustment in subsequent payments. Owner may request, and Contractor agrees to issue, a credit or refund if partial payments, upon audit, are determined as overcompensated.

- 6.4 Additional detailed information can be found in Schedules B, C, and the OHLERS Handbook.

## **ARTICLE 7 - SAFETY**

- 7.1 The Contractor agrees to provide services conforming to Owners Safety policies, procedures, and requirements, notwithstanding those incorporated into Schedule B.
- 7.2 Any and all subcontractors retained by the Contractor shall observe and operate in accordance with all terms, provisions, criteria, and requirements incumbent upon the Contractor, including Safety. Failure by any Contractor resource to adhere to Owner's Safety requirements and practices could result in removal of that (those) resources from the site.
- 7.3 It is understood that the Owner reserves the right to remove the Contractor from the site for flagrant safety violations. Such shall be the cause for Termination (Schedule A, Article Termination for Safety will allow Owner to deny Contractor's entitlement to any further compensation after the time of the incident causing termination.

## **ARTICLE 8 - NOTICES**

- 8.1 Written notices required or permitted under this Agreement shall be provided by post and email addressed to:

**For the Contractor:**

Name Daniel Fulcher

Title GM-T&D Operations

Company Matrix NAC

Address 1974 Sproul RD

Town, State, Zip Broomall, PA 19008

Email Danfulcher@matrixnac.com

**For the Owner:**

Danielle Powers

Senior Category Specialist

National Grid

170 Data Drive

Waltham, MA 02451

Danielle.Powers@nationalgrid.com

## **ARTICLE 9 - ENTIRE AGREEMENT**

- 9.1 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 10 – CONTRACT DOCUMENT RETENTION

10.1 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.

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.

Matrix North American Construction

National Grid USA Service Company, Inc.

Signature 

DocuSigned by:

Dan Fulcher

A1A88120B346492...

Dan Fulcher  
Name

General Manager Transmission and Distribution Operations  
Title

April 3, 2024 | 1:42 PM BST  
Date

Signature 

DocuSigned by:

Barbara Barrett

999FDF3F176042C...



















Barbara Barrett  
Name

Category Manager  
Title

April 22, 2024 | 9:06 PM BST  
Date

## **SCHEDULE C**

National Grid Equipment Rate Sheet for Emergency Restoration

Matrix North American Construction									
* Any standby rate or additional equipment will be based on Schedule B, Section 11.									
Unit Code	Type of Equipment	Unit Description	Notes	Example	Hourly Rate*	Requires Prior Approval	Line	Civil	
BT1	Bucket	Distribution Bucket Truck	All bucket trucks less than 60'. It is assumed most of your fleet with have material handling capabilities.		<div></div>	N	Y	N	
BT2	Bucket	Transmission Bucket Truck	All bucket trucks greater than 60'			Y	Y	N	
BT3	Bucket	Squirt Boom	Bucket does not extend over 40', and there are not outriggers			Y	Y	N	
BT4	Bucket	Track Bucket	Inclusive of trailer and required transportation			Y	Y	N	
DD1	Digger	Distribution Digger Derrick	Capable of setting up to 60' poles			N	Y	N	
DD2	Digger	Transmission Digger Derrick	Capable of setting over 60' poles			Y	Y	N	
DD3	Digger	Track Digger	Inclusive of trailer and required transportation			Y	Y	N	
DD4	Digger	Backyard machine - Walk along	Inclusive of trailer			N	Y	N	
DD5	Digger	Backyard machine - Driveable	Inclusive of trailer, towable by digger			N	Y	N	
PT1	Transportation	Pickup Truck	1/2 ton - 1 ton, all styles, inclusive of SUVs			N	Y	Y	
MT1	Miscellaneous	Mechanic Truck	Specifically for repairing line equipment			Y	Y	Y	
MT2	Miscellaneous	Tool Truck	Carrying storm relevant tooling only			Y	Y	Y	
MT3	Miscellaneous	Stakerack Truck	For material movement, debris hauling, etc			Y	Y	Y	
MT4	Miscellaneous	Cargo/Utility Trailer	For material movement, debris hauling, etc			Y	Y	Y	
MT5	Miscellaneous	Pole Trailer	No pole dinky			N	Y	N	
MT6	Miscellaneous	Pickup Truck with Plow	Rate for pickup truck and plow combined			Y	Y	Y	
CS1	Civil Support	Rubber Tire Backhoe	Inclusive of trailer and required transportation			Y	N	Y	
CS2	Civil Support	Small Dump Truck (6 Wheel) approximate capacity 2-3 CY	Light single axle - example Ford F350 through F550 dump truck			Y	N	Y	



National Grid Emergency  
Contract Rate Sheet

Contractor: Matrix North American C  
Union: IBEW 42

	April 1, 2024 - August 31, 2024			September 1, 2024 - August 31, 2025			September 1, 2025 - August 31, 2026			September 1, 2026 - August 31, 2027			September 1, 2027 - August 31, 2028			September 1, 2028 - August 31, 2029		
Classification	Straight Time	Premium Time (x1.5)	Double Time (x2)	Straight Time	Premium Time (x1.5)	Double Time (x2)	Straight Time	Premium Time (x1.5)	Double Time (x2)	Straight Time	Premium Time (x1.5)	Double Time (x2)	Straight Time	Premium Time (x1.5)	Double Time (x2)	Straight Time	Premium Time (x1.5)	Double Time (x2)
*GENERAL FOREMAN																		
FOREMAN																		
HEAD LINEMAN																		
SPLICER																		
JOURNEYMAN LINEMAN																		
APPRENTICE PERIOD 7																		
APPRENTICE PERIOD 6																		
APPRENTICE PERIOD 5																		
APPRENTICE PERIOD 4																		
APPRENTICE PERIOD 3																		
APPRENTICE PERIOD 2																		
APPRENTICE PERIOD 1																		
EQUIPMENT OPERATOR A																		
EQUIPMENT OPERATOR B																		
CABLEMAN																		
CABLE TECHNICIAN																		
DRIVER GROUNDMAN CDL																		
GROUNDMAN																		
GROUNDMAN INEXPERIENCED																		
*MATERIAL PERSON																		
*MECHANIC																		
*SAFETY PERSON																		

Please note: Updated labor pricing categories

A. Removed unutilized categories:

- a. Splicer
- b. Cableman
- c. Cable technician
- d. Groundman inexperienced
- e. Welder
- f. Technician
- g. Dynamite Man
- h. Groundman Trucker Driver B
- i. Flagman

B. Head Lineman and Working Foreman combined into one category name – Pricing was carried over to the new titled category.

\* All changes should have no cost impact on your rates, but we will leave that to you to evaluate before you sign. Execution of the contract documents provided is inclusive of the current document changes, and all enclosed documents in their current state.



National Grid Emergency Contract Rate Sheet	
Contractor:	Matrix North American C
Union:	IBEW 104

	April 1, 2024 - August 31, 2024			September 1, 2024 - August 31, 2025			September 1, 2025 - August 31, 2026			September 1, 2026 - August 31, 2027			September 1, 2027 - August 31, 2028			September 1, 2028 - August 31, 2029		
Classification	Straight Time	Premium Time (x1.5)	Double Time (x2)	Straight Time	Premium Time (x1.5)	Double Time (x2)	Straight Time	Premium Time (x1.5)	Double Time (x2)	Straight Time	Premium Time (x1.5)	Double Time (x2)	Straight Time	Premium Time (x1.5)	Double Time (x2)	Straight Time	Premium Time (x1.5)	Double Time (x2)
*GENERAL FOREMAN																		
FOREMAN																		
HEAD LINEMAN																		
SPLICER																		
JOURNEYMAN LINEMAN																		
APPRENTICE PERIOD 7																		
APPRENTICE PERIOD 6																		
APPRENTICE PERIOD 5																		
APPRENTICE PERIOD 4																		
APPRENTICE PERIOD 3																		
APPRENTICE PERIOD 2																		
APPRENTICE PERIOD 1																		
EQUIPMENT OPERATOR A																		
EQUIPMENT OPERATOR B																		
CABLEMAN																		
CABLE TECHNICIAN																		
DRIVER GROUNDMAN CDL																		
GROUNDMAN																		
GROUNDMAN INEXPERIENCED																		
*MATERIAL PERSON																		
*MECHANIC																		
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- f. Technician
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- i. Flagman

B. Head Lineman and Working Foreman combined into one category name – Pricing was carried over to the new titled category.

\* All changes should have no cost impact on your rates, but we will leave that to you to evaluate before you sign. Execution of the contract documents provided is inclusive of the current document changes, and all enclosed documents in their current state.

National Grid Emergency Contract Rate Sheet		
Contractor:	Matrix North American Co	
Union:	IBEW 1249	
Classification	Straight Time	
GENERAL FOREMAN	Premium Time (x1.5)	Double Time (x2)
FOREMAN		
HEAD LINEMAN		
SPLICER		
JOURNEYMAN LINEMAN		
APPRENTICE PERIOD 7		
APPRENTICE PERIOD 6		
APPRENTICE PERIOD 5		
APPRENTICE PERIOD 4		
APPRENTICE PERIOD 3		
APPRENTICE PERIOD 2		
APPRENTICE PERIOD 1		
EQUIPMENT OPERATOR A		
EQUIPMENT OPERATOR B		
CABLEMAN		
CABLE TECHNICIAN		
DRIVER GROUNDMAN CDL		
GROUNDMAN		
GROUNDMAN INEXPERIENCED		
*MATERIAL PERSON		
*MECHANIC		
*SAFETY PERSON		

April 1, 2024 - April 30, 2024			May 1, 2024 - April 30, 2025			May 1, 2025 - April 30, 2026			May 1, 2026 - April 30, 2027			May 1, 2027 - April 30, 2028			May 1, 2028 - April 30, 2029			May 1, 2029 - April 30, 2030		
Straight Time	Premium Time (x1.5)	Double Time (x2)	Straight Time	Premium Time (x1.5)	Double Time (x2)	Straight Time	Premium Time (x1.5)	Double Time (x2)	Straight Time	Premium Time (x1.5)	Double Time (x2)	Straight Time	Premium Time (x1.5)	Double Time (x2)	Straight Time	Premium Time (x1.5)	Double Time (x2)	Straight Time	Premium Time (x1.5)	Double Time (x2)
</																				

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National Grid Emergency Contract Rate Sheet
Contractor: <b>Matrix North American C</b> Non-Union

	April 1, 2024 - August 31, 2024			September 1, 2024 - August 31, 2025			September 1, 2025 - August 31, 2026			September 1, 2026 - August 31, 2027			September 1, 2027 - August 31, 2028			September 1, 2028 - August 31, 2029		
Classification	Straight Time	Premium Time (x1.5)	Double Time (x2)	Straight Time	Premium Time (x1.5)	Double Time (x2)	Straight Time	Premium Time (x1.5)	Double Time (x2)	Straight Time	Premium Time (x1.5)	Double Time (x2)	Straight Time	Premium Time (x1.5)	Double Time (x2)	Straight Time	Premium Time (x1.5)	Double Time (x2)
General Foreman*																		
Working Foreman																		
Foreman																		
Splicer																		
Welder																		
Technician																		
Cableman																		
Dynamite Man																		
Head Lineman																		
Journeyman Lineman																		
Apprentice Period 7																		
Apprentice Period 6																		
Apprentice Period 5																		
Apprentice Period 4																		
Apprentice Period 3																		
Apprentice Period 2																		
Apprentice Period 1																		
Groundman Truck Driver A																		
Groundman Truck Driver B																		
Equipment Operator A																		
Equipment Operator B																		
Groundman																		
Flagman																		
Mechanic*																		
Material Person*																		
Safety Person*																		

Please note: Updated labor pricing categories

A. Removed unutilized categories:

- a. Splicer
- b. Cableman
- c. Cable technician
- d. Groundman inexperienced
- e. Welder
- f. Technician
- g. Dynamite Man
- h. Groundman Trucker Driver B
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