



**Contract**

**between**

**National Grid USA Service Company, Inc.**

**And**

**Premier Infrastructure & Energy**

**for**

**Damage Prevention Services**  
**(SAP #4400008005)**

**December 19, 2019**

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## Contract with Premier Infrastructure & Energy – Damage Prevention

### **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. d/b/a National Grid (Owner), a Massachusetts corporation with offices at 40 Sylvan Road, Waltham, MA 02451, and Premier Infrastructure & Energy, a limited liability company having its principal place of business at 1546 Locust Ave., Bohemia, NY 11716, for the Work identified as:

### **NATIONAL GRID** Damage Prevention

#### ARTICLE 1 - SCOPE OF WORK

The Contractor hereby agrees to provide all materials, equipment, apparatus, tools, labor, Services, and facilities necessary to perform Damage Prevention services, in accordance with all of the specifications and Contract Documents associated with this Agreement.

#### 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":

	Agreement
	Terms and Conditions
Exhibit A:	Specifications
Exhibit B:	Contractor Safety Requirements
Exhibit C:	Anti-Drug and Alcohol Policy and Procedures
Exhibit D:	Equal Employment Opportunity Compliance Requirements
Exhibit E:	Exceptions and Deviations
Exhibit F:	Environmental Procedures
Exhibit G:	Security Procedures
Exhibit H:	Supplier Code of Conduct and Ethics Certification
Exhibit I:	Contractor Certificate of Insurance
Exhibity J:	Contractor Pricing

Contract with Premier Infrastructure & Energy – Damage Prevention

ARTICLE 3 - TERM

The term of this agreement shall be three (3) years, beginning February 1, 2020 and ending December 31, 2022, with two (2) one-year extension options.

ARTICLE 4 - CONTRACT PRICE

The Contract Price for the Work shall be in accordance with pricing in Exhibit J.

ARTICLE 5 - NOTICES

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

Contractor:

Marc Makely  
Premier Infrastructure & Energy  
1546 Locust Ave  
Bohemia, NY 11716  
(516) 680-0087  
mmakely@leveragepremier.com

Owner:

Barbara Daly  
National Grid  
40 Sylvan Road  
Waltham, MA 02451  
(781) 907-3881  
barbara.daly@nationalgrid.com

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.

Contract with Premier Infrastructure & Energy – Damage Prevention

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:

Premier Infrastructure & Energy

Owner:

National Grid USA Service Company  
d/b/a National Grid

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Marc Makely  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

President  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Jan 23, 2020  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Terms and Conditions**



700 Form Construction Terms and Conditions rev. February 18, 2019 (Secure).pdf

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**Non-Disclosure Agreement**



NDA - CEII CI PII\_Premier Executed.pdf

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**Exhibit A: Specifications**



Exhibit A1. National Grid Damage Prevention Specifications FINAL 2019 8.29.19.pdf

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Exhibit A2. Locate and Markout Supplier Questions Sept 11.pdf

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Exhibit A3. Premier I&E Proposal\_Final.pdf

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**Exhibit B: N-1402 Contractor Safety Requirements**



Exhibit B1. Contractor Safety Requirements N-1402.pdf

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Exhibit B2. Premier N-1401.pdf

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Exhibit B3. API 1173.pdf

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## Exhibit C: Anti-Drug and Alcohol Policy and Procedures



Exhibit C1. FMCSA\_Drug\_Alcohol\_Prevention\_Plan.pdf

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Exhibit C2. PHMSA\_Drug\_Alcohol\_Prevention\_Plan.pdf

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Exhibit C3. SHW-101\_Anti-Drug & Alcohol Contract Compliance Procedure.pdf

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Exhibit C4. Contractor Compliance Affidavit Premier I&E signed.pdf

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**Exhibit D: Equal Employment Opportunity Compliance Requirements**



Exhibit D1. EEO Certificate Comments\_Executed.pdf

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Exhibit D2. NationalGridSupplierDiversityPolicyStatement.pdf

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**Exhibit E: Exceptions and Deviations**

Payment terms on contract shall be 2% 10, net 60 days, EXCEPT for mobilization fee payment. For payment on mobilization fees of \$2,200,000 in Downstate New York and \$1,100,000 in Upstate New York, payment terms of 1.5%, net 30 shall apply.

## Exhibit F: Environmental Procedures



Exhibit F1. EP6\_AppA\_Completed.pdf

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Exhibit F2. EP6\_AppB.pdf

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Exhibit F3. EP6\_AppC.pdf

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**Exhibit G: Security Procedures**



Exhibit G1. NGSP 6 Background Check Requirements For Contracted Service Providers.pdf

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Exhibit G2. NGSP 6 Attachment B-1\_Executed.pdf

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Exhibit G3. NGSP 6 Attachment B-2\_Executed.pdf

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**Exhibit H: Supplier Code of Conduct**



Exhibit H1. Supplier Code of Conduct.pdf

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Exhibit H2. Supplier Ethics Form\_Completed.pdf

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**Exhibit I: Contractor Certificate of Insurance**



Exhibit I. COI.pdf



**Exhibit J: Pricing**



Exhibit J1. Premier Pricing UNY.pdf

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Exhibit J2. Premier Pricing DNY.pdf

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**Supplier Name:**

**PREMIER INFRASTRUCTURE & ENERGY LLC**

Upstate NY - Central		All Counties		
Item Description	UOM	Dedicated Locator		Multi-Utility Markout
GAS MARKOUT	EA	\$		N/A
ELECTRIC MARKOUT	EA	\$		N/A
GAS/ELECTRIC MARKOUT	EA	\$		N/A
FEE CALL OUT	EA	\$		N/A
LOCATOR T&M RT W/VEHICLE	HR	\$		N/A
LOCATOR T&M OT W/VEHICLE	HR	\$		N/A

Upstate NY - East		All Counties		
Item Description	UOM	Dedicated Locator		Multi-Utility Markout
GAS MARKOUT	EA	N/A		N/A
ELECTRIC MARKOUT	EA	N/A		N/A
GAS/ELECTRIC MARKOUT	EA	N/A		N/A
FEE CALL OUT	EA	N/A		N/A
LOCATOR T&M RT W/VEHICLE	HR	N/A		N/A
LOCATOR T&M OT W/VEHICLE	HR	N/A		N/A

Upstate NY - West		All Counties		
Item Description	UOM	Dedicated Locator		Multi-Utility Markout
ELECTRIC MARKOUT	EA	\$		N/A
FEE CALL OUT	EA	\$		N/A
LOCATOR T&M RT W/VEHICLE	HR	\$		N/A
LOCATOR T&M OT W/VEHICLE	HR	\$		N/A

**Supplier Name: PREMIER INFRASTRUCTURE & ENERGY LLC**

Downstate NY - NYC		Kings		Queens		Richmond	
Item Description	UOM	Dedicated Locator	Multi-Utility Markout	Dedicated Locator	Multi-Utility Markout	Dedicated Locator	Multi-Utility Markout
		GAS MARKOUT	EA	N/A	N/A	N/A	N/A
FEE CALL OUT	EA	N/A	N/A	N/A	N/A	\$	N/A
LOCATOR T&M RT W/VEHICLE	HR	N/A	N/A	N/A	N/A	\$	N/A
LOCATOR T&M OT W/VEHICLE	HR	N/A	N/A	N/A	N/A	\$	N/A

Downstate NY - Long Island		Nassau		Suffolk	
Item Description	UOM	Dedicated Locator	Multi-Utility Markout	Dedicated Locator	Multi-Utility Markout
		GAS MARKOUT	EA	\$	N/A
FEE CALL OUT	EA	\$	N/A	\$	N/A
LOCATOR T&M RT W/VEHICLE	HR	\$	N/A	\$	N/A
LOCATOR T&M OT W/VEHICLE	HR	\$	N/A	\$	N/A

**Exhibit K: Surety Bond**