

Contract between National Grid USA Service Company, Inc. and **Utility Construction Specialists LLC –
Electric Civil Construction COC Framework Agreement**



Contract Agreement

Between

National Grid USA Service Company, Inc.

and

Utility Construction Specialists LLC

to provide

**Materials, Equipment & Construction Services in
support of**

**Electric Civil Construction COC Framework
Agreement
New York Service**

4/1/2024

**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 and Utility
Construction Specialists LLC**

Contract between National Grid USA Service Company, Inc. and **Utility Construction Specialists LLC –
Electric Civil Construction COC Framework Agreement**

Table of Contents

The following documents, including all Schedules, exhibits or attachments thereto, are incorporated into this Agreement by reference as if fully set forth herein. All documents below, referred to collectively and individually as the “Contract Documents” or “Agreement”, are intended to be complementary and contain the entire agreement between the parties with respect to its subject matter and supersede all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing, with respect thereto. In the event of conflict between the documents comprising this Agreement, they are listed below in descending order of precedence:

1. This Agreement
2. Exhibit A – Supplemental Terms and Conditions
3. Exhibit B – 700 Form Construction Terms and Conditions ((Rev. March 14th, 2024) (“Terms & Conditions”))
4. Exhibit C – Non-Disclosure Agreement
5. Exhibit D – Construction Specification with Unit Library
8. Exhibit E –Labor, Equipment, & Material Rate File
9. Exhibit F – Commercial Incentives
10. Exhibit G – Contractor Safety Requirements
11. Exhibit H – Environmental Requirements
12. Exhibit I – Compliance Requirements
13. Exhibit J – Background Check Requirements – National Grid Level 2
13. Exhibit K – Procurement Key Performance Indicator

Contract between National Grid USA Service Company, Inc. and **Utility Construction Specialists LLC – Electric Civil Construction COC Framework Agreement**
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), a corporation with offices at 170 Data Drive, Waltham, MA 02451 for and on behalf of its affiliate companies which may include the following entities: National Grid USA Service Company, Inc. and **Utility Construction Specialists LLC**. (herein referred to as Contractor), a **New York** based company having its international headquarters at **76 Crabapple Lane, Watervliet, NY 12189**, concerning the provision of materials, equipment, and construction services for the Electric Civil Construction COC Framework as 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.

National Grid – Electric Civil Construction Services
Contractor of Choice: Eastern New York
Contract ID: C1679

ARTICLE 1 - SCOPE OF AGREEMENT

This Agreement sets out the general terms and conditions pursuant to which Contractor shall provide the Services to National Grid. 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. The parties acknowledge and agree that this Agreement does not commit National Grid to appoint Contractor to provide any services nor does it commit Contractor to provide any services to National Grid, unless agreed between the parties in writing and set out in a Project Statement in accordance with Article 3 below.

ARTICLE 2 - 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 3 - CONTRACT PRICE

Contract between National Grid USA Service Company, Inc. and **Utility Construction Specialists LLC – Electric Civil Construction COC Framework Agreement**

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 4 - NOTICES

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

Contractor	Owner
<i>Utility Construction Specialists LLC.</i> Matt Scorzelli 76 Crabapple Lane Watervliet, NY, 12189 Ph: 315-676-2021 Matt.scorzelli@syracuseutilities.com	<i>National Grid USA Service Company, Inc.</i> Sarah Reynolds Buyer, Global Procurement 300 Erie Blvd W. Syracuse, NY 13202 Sarah.reynolds2@nationalgrid.com

ARTICLE 5 – ADDITIONAL NATIONAL GRID COMPANIES

With the approval of National Grid, any current or future U.S. affiliate of National Grid may become a party to this Agreement at its discretion, subject to satisfactory completion of Contractor's client acceptance policies and procedures. Contractor agrees that it shall execute any documents, including any amendment to this Agreement, or any letter of acknowledgement, that such U.S. affiliate reasonably believes to be necessary to affect its inclusion as a party under this Agreement. Once included as a party, such affiliate may exercise all rights afforded to National Grid under this Agreement.

ARTICLE 6 – TERM OF AGREEMENT

The Term of this Agreement shall commence on **April 1, 2024**, for a term of **four (4) years with a “buyer” option for a one (1) year extension**. National Grid may at its discretion terminate this agreement at any time.

ARTICLE 7 – 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.

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

Contract between National Grid USA Service Company, Inc. and **Utility Construction Specialists LLC – Electric Civil Construction COC Framework Agreement**
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.

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.

Utility Construction Specialists LLC.

**National Grid USA Service Company,
Inc. (dba National Grid)**

DocuSigned by:

8075FBE46019401...
Signature

Matt Scorzelli
Name

CEO
Title

April 4, 2024 | 3:33 PM BST
Date

DocuSigned by:

D1E30661D43244C...
Signature

Nicola Rigby-white
Name

VP US Procurement
Title

April 11, 2024 | 8:47 PM BST
Date

Exhibit E: Labor, Equipment, & Material Rate File

Contractor Name:	Utility Construction Specialists, LLC
-------------------------	---------------------------------------

Cost Breakdown

Type	%
Field Labor	
Equipment	
Fuel	
Overhead	
Profit	
Total (Must total 100%)	

Proposed Annual Labor	
Adjustment %	

General Contractor	
Markup %	

Unit Code	Family	Type of Work	Unit	UOM	Applicable	Note	Service Territory: Eastern NY 4/1/24-3/31/28	
							Unit Price	Min Duration
EQ101	Standard Equipment	Attachment	Brush cutter / brush mower attachment for skid steer	Per Hr	Hourly			N/A
EQ102	Standard Equipment	Attachment	Mulcher	Per Hr	Hourly	Barrel & Tow Behind		N/A
EQ103	Standard Equipment	ATV	ATV (mule with tracks)	Per Hr	Hourly			N/A
EQ104	Standard Equipment	Backhoe	Rubber Tire Backhoe, Case 580 or equivalent	Per Hr	Hourly			N/A
EQ105	Standard Equipmnet	Backhoe	Backhoe w/Ho-Ram Attachment	Per Hr	Hourly			N/A
EQ106	Standard Equipment	Bridging	Cribbing	Per Day	Hourly	Unit covers the cost of rent sections of bridging and various sizes of cribbing. They are placed over ditches or on steep slopes to gain access to a site.		N/A
EQ107	Standard Equipment	Bull Dozer	D3 Bulldozer or equivalent	Per Hr	Hourly	D3 or equivalent - smaller one		N/A
EQ108	Standard Equipment	Bull Dozer	D5 Bulldozer or equivalent	Per Hr	Hourly	D5 or equivalent - is the bigger one most commonly used		N/A
EQ109	Standard Equipment	Bull Dozer	D6 Bulldozer or equivalent	Per Hr	Hourly	D6 or equivalent - is the biggest one we would sometimes use to expedite projects. Prior approval from NG CS is required.		N/A
EQ110	Standard Equipment	Compactor	Plate compactor	Per Hr	Hourly			N/A
EQ111	Standard Equipment	Compactor	Rammer Compactor (trench type)	Per Hr	Hourly			N/A
EQ112	Standard Equipment	Compressor	Compressor, Tag-a-long	Per Hr	Hourly			N/A
EQ113	Standard Equipment	Compressor	400 CFM HP air-compressor	Per Hr	Hourly			N/A
EQ114	Standard Equipment	Compressor	825-950 CFM air-compressor (for 18" drill)	Per Hr	Hourly			N/A
EQ115	Standard Equipment	Compressor	1300 CFM HP air-compressor (for 24" drill)	Per Hr	Hourly			N/A
EQ116	Standard Equipment	Direction Drill	Directional Drill Machine	Per Hr	Hourly			N/A
EQ117	Standard Equipment	Dump Truck	Small Dump Truck (6 Wheel) approximate capacity 2-3 CY	Per Hr	Hourly	Light single axle - example Ford F350 through F550 dump truck		N/A
EQ118	Standard Equipment	Dump Truck	Medium Dump Truck (6 Wheel) approximate capacity 5-7 CY	Per Hr	Hourly	Medium single axle - example Ford F-750		N/A
EQ119	Standard Equipment	Dump Truck	Large Dump Truck (6 Wheel) approximate capacity 10-12 CY	Per Hr	Hourly	Heavy tandem axle		N/A
EQ120	Standard Equipment	Dump Truck	Ten Wheeler Tri-Axle approximate Capacity 12+ CY	Per Hr	Hourly	Tri axle		N/A
EQ121	Standard Equipment	Excavator	Small Excavator (10,000 to 30,000 lbs)	Per Hr	Hourly			N/A
EQ122	Standard Equipment	Excavator	Medium Excavator (between 30,000- 50,000 lbs)	Per Hr	Hourly			N/A
EQ123	Standard Equipment	Excavator	Large Excavator(above 50,000 lbs)	Per Hr	Hourly			N/A
EQ124	Standard Equipment	Excavator	Excavator (Mini) up to 10,000lbs	Per Hr	Hourly			N/A
EQ125	Standard Equipment	Excavator	Small Excavator w/ Ho Ram Attachment	Per Hr	Hourly			N/A
EQ126	Standard Equipment	Excavator	Medium Excavator w/ Ho Ram Attachment	Per Hr	Hourly			N/A
EQ127	Standard Equipment	Excavator	Large Excavator w/ Ho Ram Attachment	Per Hr	Hourly			N/A
EQ128	Standard Equipment	Excavator	Excavator (Mini) w/ Ho Ram Attachment	Per Hr	Hourly			N/A
EQ129	Standard Equipment	Loader	Skid Steer Loader	Per Hr	Hourly			N/A
EQ130	Standard Equipment	Loader	Front End Loader 5cy	Per Hr	Hourly			N/A
EQ131	Standard Equipment	Loader	Front End Loader 7cy	Per Hr	Hourly			N/A
EQ132	Standard Equipment	Pick up	Service Truck F-350	Per Hr	Hourly			N/A
EQ133	Standard Equipment	Pick up	Pickup F-250	Per Hr	Hourly			N/A
EQ134	Standard Equipment	Pick up	Pickup (Small)	Per Hr	Hourly			N/A
EQ135	Standard Equipment	Pressure Washer	Pressure Washer	Per Hr	Hourly			N/A
EQ136	Standard Equipment	Pump	Vac - "mud sucker pump"	Per Hr	Hourly	Excessive Pumping		N/A
EQ137	Standard Equipment	Rock Drill	18" Rock Drill	Per Hr	Hourly			N/A
EQ138	Standard Equipment	Rock Drill	24" Rock Drill	Per Hr	Hourly			N/A
EQ139	Standard Equipment	Roller	Vibratory Roller (< = 5 tons)	Per hr	Hourly			N/A
EQ140	Standard Equipment	Roller	Vibratory Roller (> 5 Ton)	Per Hr	Hourly			N/A
EQ141	Standard Equipment	Saw	Chainsaw	Per Hr	Hourly			N/A
EQ142	Standard Equipment	Saw	Road saw (Capable of cutting to 10" depth)	Per Hr	Hourly			N/A
EQ143	Standard Equipment	Steel Plate	Steel Plate up to 5' X 10'	Per Day	Hourly	Unit covers to cost to rent a steel plate up to 5'X10'.		N/A
EQ144	Standard Equipment	Steel Plate	Steel Plate larger than 5' X 10'	Per Day	Hourly	Unit covers to cost to rent a steel plate larger than 5'X10'.		N/A
EQ145	Standard Equipment	Tower	Light Tower	Per Hr	Hourly			N/A
EQ146	Standard Equipment	Traffic Control	Electronic Message signboard	Per Day	Hourly			N/A
EQ147	Standard Equipment	Traffic Control	Traffic barrels with flashing	Per Day	Hourly			N/A
EQ148	Standard Equipment	Traffic Control	Attenuator Crash Truck for Work Area Protection	Per Day	Hourly			N/A
EQ149	Standard Equipment	Traffic Control	Barrier Vehicle	Per Day	Hourly			N/A
EQ150	Standard Equipment	Traffic Control	Arrow Board - Tow behind	Per Day	Hourly			N/A
EQ151	Standard Equipment	Traffic Control	Jersey barriers	Per Day	Hourly			N/A
EQ152	Standard Equipment	Traffic Control	Power lighting stand/plant	Per Day	Hourly			N/A
EQ153	Standard Equipment	Trailer	Trailer with water	Per Hr	Hourly			N/A
EQ154	Standard Equipment	Trailer	Equipment trailer 20 ton	Per Hr	Hourly			N/A
EQ155	Standard Equipment	Trailer	Landscape Trailer up to 3 ton	Per Hr	Hourly			N/A
EQ156	Standard Equipment	Trailer	Utility Trailer 6 ton	Per Hr	Hourly			N/A
EQ157	Standard Equipment	Trailer	Low-Boy Tri-Axle Trailer	Per Hr	Hourly			N/A
EQ158	Standard Equipment	Trailer	Cable Reel Trailer	Per Hr	Hourly			N/A
EQ159	Standard Equipment	Trench	Walk behind trencher	Per Hr	Hourly			N/A
EQ160	Standard Equipment	Truck	Welding Truck	Per Hr	Hourly			N/A
EQ161	Standard Equipment	Truck	Digger-derrick ("pole setter" / auger truck)	Per Hr	Hourly			N/A
EQ162	Standard Equipment	Truck	Tool Truck	Per Hr	Hourly	What is included in the tool truck is included in Appendix A of the Civil Specification		N/A
EQ163	Standard Equipment	Vacuum Excavation	Tow Behind Vacuum Excavation	Per Hr	Hourly	Unit includes the per hour cost of the Vacuum Excavator. Unit also includes the disposal of all excavated material.		N/A
EQ164	Standard Equipment	Vacuum Excavation	6 Wheel Vacuum Excavation	Per Hr	Hourly	Unit includes the per hour cost of the Vacuum Excavator. Unit also includes the disposal of all excavated		N/A
EQ165	Standard Equipment	Vacuum Excavation	10 Wheel Vacuum Excavation	Per Hr	Hourly	Unit includes the per hour cost of the Vacuum Excavator. Unit also includes the disposal of all excavated		N/A

