



AGREEMENT

BETWEEN

NATIONAL GRID USA SERVICE COMPANY

AND

**ALLAN BRITEWAY ELECTRICAL CONTRACTORS, INC.
WHIPPANY, NEW JERSEY**

FOR

2014 NEP TRANSMISSION TOWER PAINTING PROJECT

ASSOCIATED SAP CONTRACT № 4400004273*

* Referenced Contract number is for 'internal use only'. Internal SAP Purchase Order's will be issued against this Contract, and those PO numbers will be indexed to the Contractor's invoicing for payment purposes. *

April 29, 2014

COPY 2

OWNER'S CONFIRMATION COPY

AGREEMENT

This Agreement, effective as of this 29th day of April 2014, or on the date when signed by the party signing last in time, made and entered into, by and between **National Grid USA Service Company, Inc.**, for and on behalf of its affiliate company **New England Power Company**, both corporations organized and existing under the laws of the Commonwealth of Massachusetts, with a principal place of business at 40 Sylvan Road, Waltham, Massachusetts 02451 each d/b/a "National Grid" (hereinafter collectively the "COMPANIES" and individually the "Company") ("Owner"), and **Allan Briteway Electrical Contractors, Inc.** ("Contractor"), a corporation organized and existing under the laws of the State New Jersey, with its principal place of business at 130 Algonquin Parkway, Whippany, NJ 07981 (hereinafter each, individually, a "Party" and, collectively, the "Parties") for the Services identified hereafter as:

2014 NEP TRANSMISSION TOWER PAINTING PROJECT

SAP Contract № 4400004273

ARTICLE 1 - SCOPE OF WORK

- 1.1 The Contractor hereby agrees to provide all materials, labor, and equipment to prepare, prime, coat, and clean up following delivery of services (the Work") to paint certain electric transmission line structures, all in accordance with this Agreement.
- 1.2 Work includes but is not limited to, furnishing all material and labor associated with traffic controls, staging areas, paint and primer, paint application related materials, inventory management, inventory security, site management, meetings, training, environmental and runoff controls, snow removal, environmental controls and site restoration, and any and all temporary features as needed for completing the Work as the site conditions encountered may warrant or change during the duration of the project.
- 1.3 The designated Work locations are as follows (See MAPS schedule B):
 - Double Circuit Line # M13/N12:
 - Towers # 1 – 9 located between Somerset and Sykes Rd
 - Towers # 38/1, 39-1, and 40-1 located between Canonicus and Dexter Street at the Sakonnet River
 - Double Circuit Line # M13/L14:
 - Towers # 11A – 18A, # 22A – 24A between Bell Rock Rd and Bates St Tap, near/at the crossings of Route 195 and Route 24
 - Towers# 19 - 21 between Bates St Tap and Canonicus
- 1.4 Owner reserves the option of adding to or deleting from the list of sites identified in ¶ 1.3.

- 1.5 Contractor is to physically inspect entire work right-of-ways and work sites prior to mobilization. Upon adequate notice from the Contractor, Owner will make arrangements for access improvements any and all matting.
- 1.6 The Contractor hereby agrees to perform the following Work under this Agreement, in accordance with the specifications provided in Article 2.
- 1.7 The Owner has categorized this Work as "High Risk." The Contractor assumes responsibility for the safe performance of the work and shall comply with all applicable safety requirements set forth in Article 2, Schedules A and E, including those for "Medium Risk" Work activities.
- 1.8 The Contractor may be required to perform additional work. Such out-of-scope work as outlined in the Agreement as 'unit priced items' will be executed by the Contractor as part of the job requirements, and shall be paid in accordance with Schedule D.
- 1.9 No other work shall proceed without authorization. Additional Work may be identified by Owner for which Contractor shall submit a proposal. Owner, at its sole discretion may authorize Contractor to perform said Work. All work shall be authorized only upon complete execution of a Work Authorization Form (WAF) or Field Change Form (samples included in Schedule C). Contractor shall commence performance of authorized Work immediately and in accordance with this agreement unless otherwise mutually agreed and documented.

ARTICLE 2 - CONTRACT DOCUMENTS

- 2.1 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" listed in order of precedence:

Agreement
Agreement Change Orders and Amendments
Schedule A, Terms and Conditions 00700, *dated January 17, 2014*
Schedule A-1, Supplemental and Special Conditions
Schedule B Specifications
Schedule C, Work Authorization Form and Field Change Form
Schedule D, Pricing and Schedules
Schedule E, Safety Requirements, *dated February 01, 2011*
Schedule F, Environmental Requirements
Schedule G, Insurance Requirements and Certificate
Schedule H, Security Requirements
Schedule I, Bonding Requirements *{not required}*

- 2.2 Contractor acknowledges and agrees that corporate information and query responses entered by the Contactor into the www.ISNetworld.com application are by reference made part of this Agreement.

- 2.3 Contractor acknowledges and agrees that corporate information, query responses, or policy affirmations as entered or periodically updated by the Contractor into the Owner's Communi-T Master Data Tool (CMDT) are by reference made part of this Agreement.

ARTICLE 3 – TERM

- 3.1 This Agreement shall be effective beginning on May 1, 2014, or when the Agreement is executed by all parties, whichever occurs last in time. It shall continue in full force and effect until December 31, 2014, or in accordance with the provision of Article 14 of the Terms and Conditions 0700.
- 3.2 Contractor's Work activities must be scheduled, managed, and completed by October 21, 2014. All submittals and payments must be completed by December 31, 2014, at which time the SAP Contract will be closed to transactions.

ARTICLE 3 – SCHEDULE

- 4.1 Any Work to be performed under this Agreement shall be commenced in accordance with the schedule(s) developed by the Contractor and accepted by the Company's Project Manager for each individual Work Request associated with this Project. The Owner and Contractor will discuss at a pre-construction meeting the required modification of the proposed schedule (Schedule D-4). The Contractor shall prepare updated schedules as requested by the Project Manager(s).
- 4.2 Any supplemental Work, extra Work, or changed Work shall be conducted in accordance with Schedule A, § 33 and a schedule to be developed in association with a Work Authorization Form or Field Change Form (Schedule C).
- 4.3 The Contractor shall perform the Work in accordance with the schedule. Once commenced, the Work shall be prosecuted continuously to completion unless otherwise agreed to by the Company.
- 4.4 The Contractor shall maintain a labor force of sufficient size and competence to conform to and complete all Work on schedule and within the scheduled hours and days set forth in the schedule unless otherwise directed or approved by the Company.
- 4.5 Time is of the essence as to performance by the Contractor of its obligations under the Agreement. If, at any time during the term of the Agreement, except for delays occurring pursuant to Terms and Conditions for Contractor Purchase Orders Article 6, *Force Majeure*, in the opinion of the Company the Contractor does not meet the schedule, the Company may for each incident of delay, at no additional cost to the Company, at its sole option:
- (a) Require the Contractor to get back on schedule by working additional shifts and/or additional days and/or increasing its manpower, supervision, tools, and/or equipment.
- and/or
- (b) Treat such failure as a material breach and repudiate and terminate the

Agreement and recover damages in accordance with Terms and Conditions for Contractor Purchase Orders Article 14.0, Termination.

ARTICLE 5 - CONTRACT PRICE

- 5.1 **This is a Unit Price, plus Time and Expense Blanket Contract** that is based on the Contractors' submittal dated April 30, 2014.
- 5.2 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 Unit Price Schedule, attached hereto as Schedule D-1, and any authorized and approved extra work as specified in the relevant Work Authorization Form in accordance with the Time and Expense rates set forth in Schedules D-2 and D-3.
- 5.3 Each unit price shall be all inclusive, unless otherwise stated, and shall include all work reasonably associated with or implied by the unit as applicable, including but not limited to, make ready work, temporary facilities, labor, materials (not specified as being supplied by Owner), services, equipment, documents, profit, taxes, insurance, and other overheads, and incidental and miscellaneous items necessary to perform the Work. Unless otherwise agreed to in writing by the Owner and Contractor each unit price shall remain applicable regardless of the final quantity of units used.
- 5.4 Unit prices as set forth in Schedule D-1 are fixed and firm for the term of the contract, as are the labor and equipment rates of Schedules D-2 and D-3. Fuel, lubricants and all maintenance shall be included in the equipment rates as set forth in Schedule D-3.
- 5.5 The Contractor shall, on a daily basis, furnish the Owner with daily work reports (in a format acceptable to the Owner) which briefly describe the Work rendered during the preceding day. Reports are to reflect the progress and description and number of any units completed. All quantities shall be verified by signature of the Owner's Field Representative. A duplicate of the original signed daily work report and receipts and invoices for Contractor-furnished materials, rented equipment and Subcontractors shall accompany all invoices which the Contractor shall present for payment.
- 5.6 The work of this scope is considered exempt Capital Improvement and is not taxable in Rhode Island.
- 5.7 The Contractor is responsible for all applicable taxes associated with the work scope. 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 world by any authority having jurisdiction over the work of services to be provided and or performed by the Contractor.

ARTICLE 6 - PAYMENTS

- 6.1 Allan Briteway Electrical Contractor's National Grid Supplier Identification Number is 1000007151.

- 6.2 For all sums payable to the Contractor, as described in Article 5, National Grid will pay Contractor in accordance with Terms and Conditions § 8. Any allowable time for early payment discount shall begin the day the invoice is received at National Grid. The invoice date will not be used to calculate the allotted time available to exercise the specified payment discount. Unacceptable invoices may, at National Grid's option, be adjusted and paid as adjusted or returned to the Contractor for correction and re-submittal.
- 6.3 The Contractor shall submit one invoice upon Final Acceptance of the Work by the Owner. The invoice shall be submitted and payment made in accordance with and subject to the terms and conditions set forth in the Terms and Conditions. Failure by the Contractor to submit complete and timely invoices may adversely affect payment thereof by National Grid.
- 6.4 All invoices for scheduled Work shall be submitted and payments made in accordance with and subject to the Terms and Conditions. The invoice shall reference the Purchase Order Number, the name of the Owner's Field Representative who supervised the Work, and any Work Order number identified by the Owner's Field Representative.

CONTRACTOR -	OWNER'S REPRESENTATIVE -
Send Original Invoice to:	Send Confirmation within SAP and attach the annotated Invoice copy to:
National Grid	National Grid
PM&CC, Vege and Maint. Mgt, 3W	Accounts Payable, C-1
40 Sylvan Road	300 Erie Boulevard West
Waltham, MA 13202	Syracuse, NY 13202
Attn: Nick Gibson	
PO# 32000TBD	PO# 32000TBD

- 6.5 Invoicing will be authorized for payment using National Grid's SAP enterprise system. The Contractor shall follow instructions for using this system as may be issued by the Owner following system updates.
- 6.6 Diversity Target Invoice Reporting. It is understood that National Grid has established a goal of not less than 10% of the total contract value to be subcontracted to a certified Minority or Women-owned Business Enterprise (Diverse Supplier). As a National Grid Contractor, your firm is required to quarterly report such 2nd Tier Diversity Spend as directed in separate post-award communications.

ARTICLE 7 - NOTICES

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

Contractor:	Owner:
Rich Kashinsky	Scott D. Shupe
Allan Briteway Electrical Contractors	National Grid Global Procurement, C-2
130 Algonquin Parkway	300 Erie Boulevard West
Whippany, New Jersey 07981	Syracuse, New York 13202

- 7.2 A copy of any such notice shall also be forwarded to the Owner's Field Representative.
- 7.3 Contractor is to advise Owner of any substantive corporate changes that could affect administration, data records or payments. Changes, such as phone numbers, legal address, 'remit to' address, ACH/banking, TIN, etc. are to be reported to Owner's Communi-T Master Data Tool (CMDT) using Contactor's password. CMDT instructions will be communicated separately. Failure to make updates could delay payments.

ARTICLE 8 – SEVERAL LIABILITY

Notwithstanding Schedule A § 22 and § 23, the rights and obligations of each National Grid company in connection herewith shall be several and not joint.

ARTICLE 9 - 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.

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.

Allan Briteway Electrical Contractors, Inc.:

William H. Brown
Signature

William H. Brown
Name

President
Title

5/6/14
Date

National Grid USA Service Company, Inc.

New England Power Company:

Scott D. Shupe
Signature

Scott D. Shupe
Name

Sr. Buyer, US Procurement OHL
Title

April 29, 2014
Date

SCHEDULE A



**NATIONAL GRID USA SERVICE COMPANY, INC.
AND AFFILIATED COMPANIES**

TERMS AND CONDITIONS

FOR

CONSTRUCTION PURCHASE ORDERS

DOCUMENT NO. 00700, *REVISED 1/17/14*

ACCEPTANCE OF CONDITIONS

The Contractor hereby agrees that any Work (as defined in the Agreement/Purchase Order) performed for Company in compliance with any order, written or verbal, shall be governed by the terms and conditions cited in the Agreement/Purchase Order whether or not specific reference is made to the below noted Terms and Conditions by the Agreement/Purchase Order unless the Agreement/Purchase Order specifically contains terms and conditions other than those contained in said Terms and Conditions; then those terms will apply to the extent that they are different.

Receipt of the below noted Terms and Conditions is hereby acknowledged on the date executed below, and the undersigned agrees to be bound to same and the signatory represents complete authority to sign on behalf of the Contractor.

Allen Briteway Electrical Contractors Inc
Contractor

By William J. Brown

President
Title

Date 5/6/14

130 Algonquin Pkwy
Street Address

Whippany NJ 07981
City, State, Zip Code

Reference Terms and Conditions Document No. 00700

Revision Date 01/16/14

SCHEDULE A-2

SCHEDULE A-1

SUPPLEMENTAL AND SPECIAL CONDITIONS

The following Supplemental and Special Conditions shall modify, delete and/or add to the General Conditions and/or other Agreement Documents. In the case of a conflict between the Supplemental and Special Conditions and any other provision of an Agreement Document, the provisions of the Supplemental and Special Conditions shall prevail.

GENERAL CONDITIONS

G-01	Definitions	The following definitions shall apply to this Agreement (Contract):
	Agreement	The executed legal instrument binding all signatory parties with regard to this work. Fully defined at Schedule A, ¶ 1.2
	Contract	The SAP reference associated with this Agreement establishing an account from which Purchase Orders are drawn for payment of invoices for the Work.
	Demobilization	This unit includes costs associated with closing down a completed or cancelled project.
	Fittings	Term includes all hardware, connectors and other components that comprise, for instance, the insulator string and conductor connector except insulators.
	ISNetwork	A third party services contracted by National Grid to receive, store, manage and maintain various records for National Grid related to safety, vendor onboarding, insurance, and policy affirmations. For all routine, scheduled, and bid work for which National Grid has determined to be of 'high' or "medium' risk for worker safety, ISN membership and participation – sustained with a satisfactory grade – must be maintained for the duration of the Agreement and Contract.
	Mobilization	Costs include, but are not limited to: receiving, handling, offloading, storing, inventorying, and securing materials; picking up and transporting materials from National Grid's material transfer point to the contractor's material storage yard; rentals, improvements, utilities, maintenance, restoration of contractor's storage yard and show ups.

SCHEDULE B SPECIFICATIONS

WORK LOCATIONS, PAINTING VICINITY MAPS



SCHEDULE C

**To be used only for Scope Changes
Additions & Additions**

- **Work Authorization Form**
- **Field Change Form**

SCHEDULE D

PRICING & SCHEDULES

D-1 – Fixed Prices

D-2 – Labor & Equipment Rates (extra's only)

D-3 – Equipment Rates (extra's only)

D-4 – Milestone Schedule

D-1 – Fixed Price Schedule

NEP 2014 Tower Painting Project

Unit Price Schedule

D-2 – Labor Rate Schedule (Extra's Only)

NEP 2014 Tower Painting Project



AB labor rates for line
painting 2014.xls

D-3 - Equipment Rate Schedule (Extra's Only)

NEP 2014 Tower Painting Project



allan briteway
equipment rates for li

RFP:

allan briteway equipment rates - line painting

Equipment Rate(s) for Discrete Project (limited term)

1. All equipment rate(s) are quoted *without operator(s)*, and shall include all operating/maintenance and repair costs *including fuel*, lubricants, hoses, belts, tracks, insurances, overhead and profit.
2. Equipment classification not included in this Schedule shall be submitted to and approved by the Owner prior to mobilization at the Site
3. Rate(s) shall be in effect for the term of the Agreement as stated therein.

Overhead line work

EQUIPMENT	HOURLY	WEEKLY	MONTHLY	Miniumum if applicable
3/4 TON PICK UP				
1 TON PICK UP				
FLATBED 1 TON W/WINCH				
MECHANICS TRK W/WINCH/COMPRESSOR				
HEAVY DUTY LINE TRUCK				
BUCKET TRUCK 36-55 2X2				
BUCKET TRUCK 50' 4X4				
BUCKET TRUCK 50-70				
BUCKET TRUCK 55-60 4X4				
BUCKET TRUCK EHV 75-100				
BUCKET TRUCK 95 6X6				
BUCKET TRUCK 100-105 6X6				
125' TWO MAN BUCKET				
SMALL DIGGER TRUCK				
47' 4X4 DIGGER TRUCK				
LARGE DIGGER TRUCK				
60' DIGGER 6X4				
60' 6X6 DIGGER				
65' 6X6 DIGGER				
60' TRACK DIGGER DERRICK				
80' TRACK DIGGER DERRICK 4X4				
80' TRACK DIGGER DERRICK TRACK				
TRACK BUCKET W/55' MATERIAL HANDLER				
TRACK BUCKET 95' 6X6				
TRACK MACHINE W/DUMP OF FLATBED				
TRACK BUCKET 100'				
TRACK BUCKET 125'				
EXCAVATOR				
BACKHOE/LOADER				
BACKHOE 4X4				
BULLDOZER				
ROAD TRACTOR				
MATERIAL HANDLER <48'				
MATERIAL HANDLER 50'-65'				

D4 – Milestone Schedule

NEP 2014 Tower Painting Project

- All work must be completed by October 21, 2014
- Refer to commitments at Pre-Construction

SCHEDULE E

SAFETY REQUIREMENTS

- N-1402 CONTRACTOR SAFETY REQUIREMENTS, Rev. No.7, 9/11/2013
- www.ISNetworld.com under ID #400-176996

SCHEDULE F

NEP 2014 Tower Painting Project

ENVIRONMENTAL REQUIREMENTS

Including but not limited to:

- **National Grid EG-303 NE**
- **National Grid EG-124 RI Waste Paint-related Materials**
- **National Grid EG-501 RI Release Notification**
- **National Grid EP-17 Construction Projects**
- **National Grid EG-1702 Projects Involving Painted Surfaces**

Additional to be provided by Owner's Representative as appropriate to the Work




Refer as well to Contractor Information Website
– See Schedule A-1, SC-4 -

SCHEDULE G

INSURANCE REQUIREMENTS & CERTIFICATE

See Schedule A-1, Special Condition SC-3
Regarding ISN annual update

(current COI screen capture shown below)

Search Results	Allan Briteway Electrical Contractors, Inc.	Detail	Insurance Document Review
I-RAVS Review Search Details			
General Information			
Owner Client:	National Grid US	Documents Submitted:	
Certificate Holder:	National Grid USA, its subsidiaries and affiliates	Submitted By:	Marie Elton 
Country:	United States	Date Submitted:	03/14/2014 9:33 AM
Contractor:	Allan Briteway Electrical Contractors, Inc.  130 Algonquin Pkwy Whippany, NJ 07981 United States	RAVS Status:	
Review ID:	REV31414298437473	Owner Client Status:	Accepted
		Reviewed By:	ISNetworld
		Review Date:	03/18/2014 9:17 PM

SCHEDULE H

SECURITY REQUIREMENTS

Level 2

{ON FILE}

SCHEDULE I

BONDING REQUIREMENTS

(None)