



AGREEMENT

BETWEEN

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

AND

**STUART C. IRBY, CO.
HOUSTON, TEXAS**

FOR

GAS NON STOCK MATERIALS WAREHOUSING

**CONTRACT IDENTIFICATION NUMBER FOR
SAP: 4400005009**

JANUARY 15, 2015

COPY 1

AGREEMENT

This Agreement, made and entered into on the date December 15th, 2014 when signed by the party signing last in time, by and between **National Grid USA Service Company, Inc.**, referred to herein as “National Grid”, a corporation organized and existing under the laws of the Commonwealth of Massachusetts, with its principal place of business at 40 Sylvan Road, Waltham, Massachusetts, 02451; and **Stuart C. Irby, Co.**, referred to herein as “Service firm”, a Mississippi company, having its principal offices at 390 Benmar Street, Suite 100, Houston, Texas, 77060:

The Following **Scope of Services** will be provided to National Grid by Service Firm:

- Services to include receiving National Grid gas materials from various suppliers, Performing initial visual inspections of materials delivered, allocating space (hold Area) for all National Grid gas materials until National Grid Quality Inspectors can Review and approve material to be received in the National Grid SAP System.
- **Service Firm will coordinate with local crane company to handle specific deliveries which exceed the 8,000 LB. requirement. National Grid will notify Service Firm 48 hours in advance of anticipated delivery of these specific heavy duty materials which will require special unloading from a local crane company. Service Firm will take all the proper precautions and follow all the specific safety procedures (including OSHA Rules) while unloading and loading specific designated heavy materials.**
- Service Firm will not move National Grid gas materials to designated Service Firm warehouse location until National Grid Quality Inspector provides approval to do so.
- When the Approval is given by National Grid Quality Inspector to put away gas materials, Service Firm to corral National Grid gas materials and assign a location within the designated National Grid warehouse space at Service Firm warehouse.

- Service Firm to assure all National Grid gas materials are located and assembled by work order number in the same warehouse location with the exception of gas pipe which will be located in the Service Firm yard. Materials will be shrink wrapped.
- Service Firm will follow all National Grid steel pipe handling requirements (see National Grid steel pipe handling requirements Article 4) when handling National Grid steel pipe.
- Service Firm will deliver National Grid gas materials including steel pipe when requested to designated Job Sites.
- Service Firm will maintain National Grid work order numbers and the various purchase order numbers associated with each work order. Service Firm will create their own internal purchase order numbers to match National Grid purchase order numbers.
- All deliveries that will be made to National Grid job sites by Service Firm will require the associated paperwork match each purchase order line item by line item. **No Exceptions.** (Reference Article 5)
- Service Firm will allow National Grid crews including contractor crews to pick-up National Grid gas materials when requested.
- National Grid will provide a two (2) hour notice when gas material pick-ups are requested.

The following documents, including all attached schedules, appendices, exhibits or other attachments thereto, shall together constitute a binding Agreement between the Parties and 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":

1. Agreement
2. Schedule A, National Grid Terms & Conditions for Services Firm 00300, R7 dated November 2014.
3. Schedule B, Supplemental Terms and Conditions -dated 1/15/15
4. Schedule C, Pricing (Rates Sheet)
5. Schedule D, Confidentially Agreement (NDA)
6. Schedule E, Background Check Policy
7. Schedule F, Safety Plan
8. Contract Change Orders, if any

ARTICLE 1 - AGREEMENT DURATION

This Agreement shall commence, or shall be deemed commenced, on January 15, 2015 and unless lawfully terminated earlier shall continue in force for a period of One (1) year. This Agreement may be extended at the sole discretion of the Owner by a minimum period of one (1) year on up to three occasions, subject to a maximum total extension of three (3) years, by way of a written notice by National Grid to the Service firm prior to the expiration. This Agreement shall be deemed to remain in force to the extent the Service Firm continues to provide the Services under this Agreement.

ARTICLE 2 – SERVICE FIRM’S GENERAL OBLIGATIONS

The Service firm shall, ensure that its employees, agents follow and understand the following:

- 2.1 Undertake the Project Services as defined herein including any further services instructed by National Grid in accordance with this Agreement.
- 2.2 Perform the Project Services in a timely and efficient manner in compliance with all Requirements, all relevant technical, professional or other applicable standards, including but not limited to policies, standards and specification issued by National Grid, and all other applicable provisions of this Agreement.

- 2.3 Carry out the Project Services at a minimum in accordance with Good Industry Practice.
- 2.4 Maintain relevant records and information relating to the Project Services in accordance with Good Industry Practice and the detailed record keeping outlined in the Agreement. This includes providing all relevant purchase order documents and the appropriate heat numbers that go with each line item.
- 2.5 To the extent applicable to the Project Services comply with any requirements of National Grid, including but not limited to health and safety, IT security and operational requirements which apply to access to and use of any of National Grid's sites, facilities, equipment and/or systems.
- 2.6 Ensure the complete accuracy of the services as outlined and requested by National Grid. Any corrections, additional work and incurred expenses brought on to the Service firm as a result of the inaccuracy will be borne solely on the Service firm.
- 2.7 Prepare for and attend quarterly performance review meetings with the appropriate National Grid representatives, for the purpose of measuring the Service Firm's performance in accordance with the key performance indicators that are being developed. The Service Firm shall ensure the meetings are attended by the executive sponsor, project manager(s), sr. engineer(s), and others requested by National Grid. The associated cost incurred by the Service Firm to prepare and attend these meetings is not directly related to delivery of the Project Services, and shall not be considered reimbursable. In addition, the Service Firm shall prepare for and attend any post-project service review meeting, as deemed necessary by National Grid.

ARTICLE 3 – PERSONNEL

All personnel provided by the Service Firms to perform work for National Grid, shall require approval from National Grid's authorized representative prior to performing the work.

ARTICLE 4- GAS PIPE HANDLING REQUIREMENTS

- 4.1 All personnel involved in loading/unloading and the handling of the tubular products shall have proper Personal Protective Equipment per NG Standards. Loading/ unloading around overhead electrical wires shall require a safety meeting, spotter, proper grounding and warning signage on equipment
- 4.2 The carrier shall operate in accordance with applicable laws and in compliance with U.S. DOT, FMCSR, OSHA, EPA regulations. The driver shall be able to communicate fluently.
- 4.3 Carriers shall transport, with each shipment, any and all necessary documentation Including but not limited to Bills of Lading, CMTR's and OSHA-compliant Material Safety Data Sheets.
- 4.4 Carrier and driver shall have appropriate training and experience in handling tubular products and proper use of side rails and installation of strapping and dunnage.
- 4.5 Carriers shall provide hardwood lumber for stripping/layering material. At a minimum eight foot long 4 x 4" pieces are required between each row of product with hardwood wedges, to allow for unloading with a forklift or the placement of nylon strapping. Remove any dunnage to a secure area to prevent a trip hazard during the unloading process.

- 4.6 Pipe shall be secured with wedges and/or straps so as to prevent them from falling off the trailer and/or vehicle during the transportation and offloading process. If wedges are used, a minimum of two wedges shall be installed on the outside edge of each row of product. The wedges shall be secured in place to prevent dislodging during pipe offloading.
- 4.7 The driver shall level the trailer prior to loading/unloading; a safety zone (established by NG) shall be established around the loading/unloading area. Drivers will not be allowed to enter this area while equipment is being operated in the safety zone. Drivers are required to clock wheels on the tractor and trailer. Drivers shall install at least two side rails on each side of the truck/trailer prior to removing tie down straps/unsecuring product. The side rails shall be installed to prevent product from falling off truck/trailer while not obstructing safe offloading of product.

ARTICLE 5 – RETURN MATERIAL AUTHORIZATION, GAS NON-STOCK MATERIAL

- 5.1 Observe and document **any** non-conformity and damage, reasons for non-conformance are as follows:
- a. Mismatch in part received to **description** on Packaging List.
 - b. Mismatch in **quantity** received vs. packaging list/ BOL and Bill of Material and part ordered.
 - c. Mismatch in **part number** received vs. packaging list/BOL and Bill of Material and part ordered.
 - d. Observed **Physical Damage** to the part or assembly.
- 5.2 Document physical “as received” damage.
- a. A photograph that depicts the damage to the part should be taken and forwarded to the National Grid Quality Assurance point of contact.

5.3 Notification to National Grid of damaged items received that are non-conforming. The following identification of non-conforming or damaged part(s):

- a. Send an email to nationalgrid2@mailnj.custhelp.com
- b. This referenced info should be included in the email:
 - i. Item mismatch – discrepancy between descriptions on packing slip vs. description on part.
 - ii. Under/Over shipment – discrepancy between packing list quantity and what was actually received- document each quantity.
 - iii. Packing slip Number
 - iv. Date/Time of identification of Non-Conformance
 - v. Picture of damaged unit.

5.4 Move parts to corral location to await disposition by National Grid.

ARTICLE 6 – DELIVERY DIRECTIONS AND PROPER DOCUMENTATION

Make note that the following information shall accompany all shipments relating to this purchase order. All information shall include the following NO EXCEPTIONS or the delivery will be refused. Failure to provide this notification can result in delays in payments and unloading the material at National Grid's specified delivery location or refusal to accept delivery. In this instance National Grid will not be responsible for any charges associated with the unloading delays or return shipment to vendor.

Documentation:

All shipping documentation and proper CMTR's/Testing Requirements shall be sent via email to the associated engineer on the Purchase Order prior to shipment. Documentation shall also be sent with the shipment with the proper mark for contact. These contacts will be provided with the Purchase Order.

The following information, as a minimum, shall be provided in the notification prior to shipping:

- All associated CMTR's and Testing Requirements Documentation
- Purchase Order number on all material or skids, pallets, boxes, etc.
- Type of material/equipment with correct description being delivered
- Volume/quantity of material/equipment being delivered
- Weight(s) of material/equipment in total and per skid, container or crate
- Is material/equipment mounted on skids for handling by fork lifts or is a crane required
- Tracking number or numbers
- Number of trucks performing delivery (your trucks or Third Party) see our MP1 shipping instructions attached
- Scheduled date(s) of delivery
- Storage requirements – indoor vs. outdoor

Proper Mark-for Documentation for Delivery

The vendor shall provide verbal notification to National Grid's representative. Supplier must provide a minimum of *three working days* prior to shipment of the material in this Purchas Order.

Stuart C. Irby will only accept shipments:

- Monday- Thursday from 7:00 AM to 2:30 PM
- No Friday or Holiday deliveries
- Emergency after hours and Fridays can be accommodated with proper notification and documentation.

NOTE: All material shipped under this Purchase Order shall be marked with:

- National Grid Purchase Order
- Project Name
- Mark for: < contact name>
- Phone Number
- Delivery Address

*******Drop Shipments*******

If your company has to drop ship material, all of the above instruction must apply to these 3rd party drop shipments. If they do not follow these instructions the shipment will be refused. No Exceptions.

ARTICLE 7 - PRICING

1. National Grid will have fixed unit pricing for 1 year.
2. National Grid will have the option to opt out of contract with prior 60 day notice.
3. No other charges apply.
4. Any price adjustments or amendments to the contract prior to the project end date must be given to National Grid with a 60 day notice.
5. Unit price does not include sales tax.

ARTICLE 8 – PROJECT RELEASE AND PAYMENTS

8.1 The Service Firm agrees and acknowledges that it has not entered into this Agreement with National Grid in reliance upon any statement, estimate or forecast of the volume, monetary amount or duration of the Project Services that may have been expressed or given in any communication from National Grid. The Service Firm agrees and acknowledges that it is appointed by National Grid to provide the Project Services under this Agreement on the basis of a non-exclusive arrangement with no guarantee of any minimum award of Project Services and further that National Grid may secure any services similar in nature to the Project Services from any other person or entity without the consent of or any liability whatsoever toward the Service Firm. Accordingly, only such Project Services as may be instructed by National Grid through a Project Release of this Agreement shall constitute a commitment by or an obligation on National Grid. The Service Firm shall not be entitled to recover any costs associated with any perceived

reduction or shortfall in the Project Services compared to any statements estimates or forecasts provided by National Grid.

8.2 During the Term of this Agreement National Grid may instruct the Service Firm to carry out Project Services in relation to various Projects by issuing a Project Release to the Service Firm either orally or via a written notice. The following individuals are authorized for Contract Releases:

- TBD
- TBD
- TBD
- TBD
- TBD

National Grid and the Service Firm agree and acknowledge that in the event of any such Project Release being issued the Parties shall be bound by the provisions of the Project Release governing the particular Project and in the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of the relevant Project Release then the provision of this Agreement prevail where this Agreement or the Project Release expressly state otherwise. In the avoidance of doubt the Project Release shall only need to be signed by National Grid and issued to the Service firm for the Parties to be bound by the provision of said Project Release.

8.3 The Payment entitlement of the Service Firm under each Project Release shall be determined as set out in such Project Release, by reference to the rates and pricing information contained in Schedule C–Pricing (Rate Sheet) of this Agreement.

8.4 National Grid may from time to time make necessary changes to the conditions incorporated into each Project Release. Any change will be agreed to between the parties.

- 8.5 The Service Firm agrees that it shall share cost information with National Grid and/or its authorized representative(s) on an open book basis to ensure that the components which make up any Service Firm's claimed payment are clearly defined.
- 8.6 National Grid shall be entitled to audit various elements of any arrangement, Agreement, methods and processes that the Service firm implements pursuant to this Agreement, including auditing any Project Release(s) to ensure compliance with pricing, and any Project Release(s) to monitor compliance with technical safety and procedural requirements.
- 8.7 All invoices shall be submitted and payments made in accordance with and subject to the terms and conditions set forth in the General Conditions. The invoice shall reference the Project Agreement Number and Purchase Order Number. Included will also be the following: The name of the National Grid Employee authorizing Project Releases. The invoice must include the following:
- a. Date of Service Work performed and
 - b. Services provided with complete description by line item
 - c. Unit price per line item and extended price
 - d. Date of Invoice and Invoice number
 - e. The information above must be on each invoice in order to process payment.
 - f. Service Firm shall send original invoice to:

National Grid
Accounts Payable Dept.
Building C-2 Attention: Mike Corbett
300 Erie Boulevard West
Syracuse, NY 13202

Additionally, Service firm is to send complete hard copy of invoice – via E-Mail to the National Grid Project Representative; currently James Bova:

James.Bova@nationalgrid.com and Tom Picciott

Thomas.picciott@nationalgrid.com

ARTICLE 9- SCHEDULE

Any Project Service to be performed under this Agreement shall be commenced on the date specified in the relevant Project Release, and shall be completed in accordance with regulatory requirements as applicable and in accordance with the applicable schedule. The Service Firm shall prepare updated schedules as requested by National Grid Project Owner, currently James Bova and Tom Picciott.

ARTICLE 10 - CONFIDENTIALITY

The Service Firm shall keep confidential all information connected with the business of National Grid or the business of any third party with whom National Grid has a business relationship and which comes to the Service Firm's knowledge under or as a result of entering into this Agreement.

ARTICLE 11 - ENTIRE AGREEMENT

This Agreement, including all Contract Documents, constitutes the entire Agreement between the Owner and the Service Firm, with respect to the subject matter herein, 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.

ARTICLE 12- BACKGROUND CHECK POLICY (LEVEL 1)

Service Firm will adhere to National Grids Background Check Policy Level 1 referenced in Schedule F attached below.

ARTICLE 13- ADDITIONAL NATIONAL GRID COMPANIES

With the approval of the Owner any current or future affiliate of such companies may become a party to this Agreement at its discretion. The Service Firm agrees that it shall execute any documents, including any amendments to this Agreement or any letter of acknowledgement that such affiliate reasonably believes to be necessary to effect its inclusion as a party under this Agreement. Once included as a party, such affiliate may exercise all rights afforded to the Owner under this 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

Service firm:

Stuart C. Irby, Co.

National Grid USA Service Co., Inc.

By: _____

By: _____

Sign: _____

Sign: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE A

TERMS AND CONDITIONS

Document 0300's Revision 7 Dated November 2014



300 Services Terms
rev 7 Nov 2014.pdf

SCHEDULE B

SUPPLEMENTAL TERMS & CONDITIONS



Supplemental
Conditions to TOC for

SCHEDULE C

PRICING (RATES) SHEET

FACILITY- \$ [REDACTED] SQ. FT. WAREHOUSE (MINIMUM 6,000)

FACILITY - \$ [REDACTED] SQ. FT. YARD (NO MINIMUM)

LABOR - \$ [REDACTED] MAN-HOUR (Covers Supervisor, administrative, and Material Handler positions.) Duties to be performed in accordance with the Scope of Services referenced in the Agreement. (Daily time sheets will be kept by individuals working no projects.)

DELIVERY CHARGE – [REDACTED]/LOADED MILE. (E.G. DELIVERY TO UTICA, 55 MILES X \$ [REDACTED] = \$ [REDACTED]. DELIVERY TO ALBANY, APPROX \$ [REDACTED])

15,000 lb. flat-bed daily rate - \$ [REDACTED] (Min. 16 events annually)

Crane and Operator rental – 4-hour rate. \$ [REDACTED] per event



lifting machine.pdf

JPW proposes to supply the following cranes and forklifts as needed to off-load and reload your equipment.

- A- Transport 36,000 pound capacity forklift to Irby Utilities and off-load parts or reload parts. Four hour minimum \$ [REDACTED] after 4 and not more than 8 hours \$ [REDACTED]
- B- For items that require a crane JPW will supply crane with licensed operator and one certified rigger / signal person. 4 hour minimum \$ [REDACTED] after 4 hours and not more than 8 hours \$ [REDACTED]

All rates are portal to portal JPW Thompson Rd.

JPW would require a 48 advanced notice for scheduling.



Irby Utilities-1 jpw
quote.doc

SCHEDULE D

CONFIDENTIALLY AGREEMENT (NDA)



Irby_National
Grid_Signed NDA.pdf

SCHEDULE E

LEVEL 1 BACKGROUND POLICY



NGSP 6 Attachment
B-1 Level 1 Backgrou

SCHEDULE F

SAFETY PLAN



**IRBY Safety
Plan_Grid Gas Logistic**