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**Contract**

**between**

**Niagara Mohawk Power Corporation  
d/b/a National Grid**

**and**

**John Anderson Construction, Inc.**

**for**

**Pipeline 33 Emergent Washout 10-Inch Replacement  
(C085995)**

Contract: John Anderson Construction, Inc. – Pipeline 33 Emergent Washout 10-Inch Replacement (C085995)

## **AGREEMENT**

This Agreement made and entered into on the date when signed by the party signing last in time, by and between Niagara Mohawk Power Corporation d/b/a National Grid (hereinafter the “Company”), a New York State corporation with offices at 300 Erie Blvd, West Syracuse, NY 13202 and John Anderson Construction, Inc. (hereinafter the “Contractor”), a Pennsylvania corporation, having its principal place of business at 2033 Pennsylvania Avenue East, Warren, PA 16353 for the Work identified as:

### **Pipeline 33 Emergent Washout 10-Inch Replacement (C085995)**

#### ARTICLE 1 - 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" or “Agreement”. In the event of a conflict between documents comprising this “Agreement”, they are listed below in descending order of precedence.

1. Agreement
2. Exhibit A: Non-Disclosure Agreement, dated 01-08-2021
3. Exhibit B: Supplemental Conditions (to the Terms and Conditions)
4. Exhibit C: Terms and Conditions, rev. July 1, 2020
5. Exhibit D: Statement of Work (SOW) & Addenda
  - a. Exhibit D-1: SOW – Contract Specifications: Pipeline 33 Emergent Washout 10-Inch Replacement (C085995), dated 01-14-2021
  - b. Exhibit D-2: Technical Specifications: Pipeline 33 Emergent Washout 10-Inch Replacement (C085995), dated 01-14-2021
  - c. Exhibit D-3: Exhibit D-3: Stormwater Pollution Prevention Plan, dated 12-15-2020
  - d. Exhibit D-4: NYSDEC General Permit Conditions, dated 05-05-2020
  - e. Exhibit D-5: Nationwide Permit 3 (Maintenance) Verification, dated 01-27-2021
6. Exhibit E: Design Package, IFC 10-09-2020, rev. 10-28-2020
7. Exhibit F: Pricing Workbook, rev. 03-12-2021
8. Exhibit G: Means & Methods, dated 02-19-2021
9. Exhibit H: Schedule, dated 02-19-2021
10. Exhibit I: Exceptions, Deviations & Clarifications
  - a. Exhibit I-1: JAC Clarification Call Questions and Answers, dated 03-09-2021
  - b. Exhibit I-2: National Grid UNY Wave 2 Clarification Response, dated 03-03-2021

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- c. Exhibit I-3: FY22 UNY Wave 2 Pre-Bid Clarifications, dated 01-29-2021
  - d. Exhibit I-4: FY22 UNY Wave 2 Bidder Clarifications, dated 02-12-2021
11. Exhibit J: RESERVED.
12. Exhibit K: Vetting Questions/Contractor Proposal Resource Workbook, dated 02-19-2021
13. Exhibit L: Consolidated NY & NE OQ Task List for Construction Contractors, dated 04-01-2018
14. Exhibit M: Safety
- a. Exhibit M-1: N-1402 Contractor Safety Requirements, rev. 01-13-2020
  - b. Exhibit M-2: API 1173 (gas only), rev. 07-2015
15. Exhibit N: Environmental
- a. Exhibit N-1: Environmental Procedure EP6 Appendix A, dated 02-17-2021
  - b. Exhibit N-2: Environmental Procedure EP6 Appendix B, rev. 05-28-2010
  - c. Exhibit N-3: Environmental Procedure EP6 Appendix C, rev. 05-28-2010
16. Exhibit O: Background Check/Security
- a. Exhibit O-1: NGSP Attachment A, dated 12-03-2020
  - b. Exhibit O-2: NGSP Attachment B1, dated 02-17-2021
  - c. Exhibit O-3: NGSP Attachment B2, dated 02-17-2021
  - d. Exhibit O-4: NGSP Attachment C
17. Exhibit P: Department of Transportation
- a. Exhibit P-1: SHW-101 Anti-Drug & Alcohol Procedure, rev. 01-24-2018
  - b. Exhibit P-2: DOT-FMCSA Drug Alcohol Prevention Plan, rev. 02-11-2015
  - c. Exhibit P-3: DOT-PHMSA Drug Alcohol Prevention Plan, rev. 08-20-2017
  - d. Exhibit P-4: Contractor Compliance Affidavit, dated 02-17-2021
18. Exhibit Q: Ethics
- a. Exhibit Q-1: Supplier Code of Conduct, rev. 11-2019
  - b. Exhibit Q-2: Supplier Ethics Certification, dated 02-17-2021
  - c. Exhibit Q-3: Anti-Fraud & Bribery Policy, rev. 09-2014

**ARTICLE 2 - SCOPE OF WORK**

The Contractor hereby agrees to provide all materials, equipment, apparatus, tools, labor, services, and facilities necessary to perform Pipeline 33 Emergent Washout 10-Inch Replacement (C085995) in accordance with all the specifications and contract documents associated with this Agreement.

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ARTICLE 3 - SCHEDULE

Any work to be performed under this Agreement shall be commenced and completed in accordance with the work schedules delineated in Exhibit H: Schedule, dated 02-18-2021.

ARTICLE 4 - CONTRACT PRICE

The contract price for the Work shall be in accordance with Exhibit F: Pricing Workbook, dated 03-12-2021, below, and shall be equitably adjusted to cover any additions, deletions or changes to the Project pursuant to Section 6.0 of the Terms and Conditions and for any adjustments required under Section 35.0 of the Terms and Conditions.

ARTICLE 5 - NOTICES

All legal and contractual notices will be given to the designated Party by registered mail, certified mail or express (overnight) delivery service, postage prepaid, to the intended Party at the following address or at such changed address as may from time to time be designated in a notice similarly delivered or mailed to:

**Contractor:**

John Anderson Construction, Inc.  
  
Attn: John D. Anderson  
2033 Pennsylvania Avenue East  
Warren, PA 16365

**Company:**

Niagara Mohawk Power Corporation  
d/b/a National Grid  
Attn: Gas Construction Procurement  
40 Sylvan Road  
Waltham, MA 02451

ARTICLE 6 - ENTIRE AGREEMENT

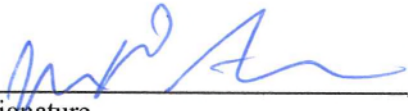
This Agreement, including all Contract Documents, constitutes the entire Agreement between the Company and the Contractor, with respect to the Work specified, and all previous representations relative thereto, either written or oral are hereby annulled and superseded. No modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

Contract: John Anderson Construction, Inc. – Pipeline 33 Emergent Washout 10-Inch Replacement (C085995)

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:**

**John Anderson Construction, Inc.**

  
\_\_\_\_\_  
Signature

**John D. Anderson**  
\_\_\_\_\_  
Name

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

**04/07/2021**  
\_\_\_\_\_  
Date

**Company:**

**Niagara Mohawk Power Corporation  
d/b/a National Grid**

DocuSigned by:  
  
\_\_\_\_\_  
Signature

**Alex Schwerin**  
\_\_\_\_\_  
Name

**Category Manager**  
\_\_\_\_\_  
Title

**April 13, 2021 | 10:23 AM EDT**  
\_\_\_\_\_  
Date

**EXHIBIT A**

Non-Disclosure Agreement

**EXHIBIT B**

Supplemental Conditions  
(to the Terms and Conditions)

# **EXHIBIT C**

## Terms and Conditions

## **EXHIBIT D**

Statement of Work (SOW) & Addenda

**EXHIBIT E**

Design Package

**EXHIBIT F**

Pricing Workbook

Lump Sum Pricing - PL 33 Washout Repair				UOM	Rate	Est Qty	EXT
<b>Item Number</b>	<b>WBS Code</b>	<b>WBS Description</b>	<b>Firm Lump Sum Price - Total Project</b>  <i>Description of Project*: Replacement/relocation of a segment of an existing 10" natural gas transmission pipeline using both HDD and direct bury methods. Pipeline 33 is currently exposed within the banks of Sandy Creek in the Town of Adams, NY. The direct bury portion of the pipeline in agricultural fields is to correct insufficient cover conditions identified by the Corporation. All retired piping shall be removed.</i>	<b>Lump Sum</b>			
1a	08.04B.CD.01.02	Site Set up	Contractor mobilization and demobilization; laydown area set up; erosion and sedimentation controls; sanitary, office, and/or equipment/material storage facilities	Lump Sum		1	
1b			Driller mobilization and demobilization	Lump Sum		1	
2	08.04B.CD.01.03	Site Security	Temporary fencing	Lump Sum		1	
3a	08.04B.CD.01.01	Temporary Access Works	Supply, installation, and removal of commercial matting	Lump Sum		1	
3b			Supply of materials, installation, and removal of construction entrances	Lump Sum		1	
3c			Supply, installation, and removal of matted access roads	Lump Sum		1	
4	08.04B.PC.02.01	Demolition/ Decommissioning/ Removal	Verification of no liquids in retired pipe, removal of all retired pipe and placement in onsite dumpsters, preparation for and offsite removal of any spoils or waste materials as needed	Lump Sum		1	
5a	08.04B.CD.03.01	Transmission Pipe Installation	Fabrication and installation of all pipe and fittings via open cut and fabrication of tie in pieces (does not include tie in event)	Lump Sum		1	
5b			Fabrication and installation of all pipe via HDD	Lump Sum		1	
6	08.04B.PC.04.01	Paving and Restoration	Restoration of site, including creek bank and creek bed restoration, grading, and supply of any restoration materials required	Lump Sum		1	
7	08.04B.CC.01	Preliminary Commissioning (testing)	Pre-pull back hydrotest and 12-hour hydrotest of full installation	Lump Sum		1	
8	08.04B.CC.02.02	Gas in – Tie in	Tie-in to existing pipe and support for gas in	Lump Sum		1	
9	08.04B.CC.02.01	Shut-Down	Support for pipeline isolation	Lump Sum		1	
10a	08.04.17.02	Contractor Project Management	Contractor project manager	Lump Sum		1	
10b			Contractor full-time site safety supervisor	Lump Sum		1	
11	08.045.02.02	Performance Payments	Performance and payment bonds	Lump Sum		1	
12	08.04.18.01	Contractor Fee	Contractor profits and overheads	Lump Sum		1	

\*Descriptions provided are not to be interpreted as Construction Specifications. Refer to Contract Specifications and Scope of Work, Section 1.0 Project Description and Scope of Work and tab WBS Dictionary.

<b>Contact Name &amp; Title</b>
John Anderson
President

# Equipment Rates

## Sheet Instructions:

The bidder should add and delete the labor / equipment classifications as necessary in order to account for any resources that will be used to complete the project as provided in the drawings as well as any resources required to complete out of scope services. Hourly equipment unit rates included in this section, and approved for compensation by National Grid, shall include fuel, maintenance, OSHA Compliance, profit and all other operating costs. Payment shall only be considered for actual days requested at the job site.

Equipment Type	per hour	per day	per week	per month
Compressor, trailer-mounted 160 - 185 CF with hoses and tools				
Power Generator, 2500 watts				
Utility Truck, fully equipped				
Crew Truck w/ tools				
Welding Rig, truck-mounted with equipment				
Flood Light Bank/Light Tower				
Arrow Board, illuminated				
Dump truck, > 12 CY				
Dump truck, > 25 CY				
Jersey Barriers, <= 200 LF (price per linear foot, inclusive of delivery, installation, and removal)				
Jersey Barriers, >200 LF (price per linear foot, inclusive of delivery, installation, and removal)				
Pump w/ hoses, 4"				
Pump w/ hoses, 6"				
Excavator DX63				
Excavator DX140				
Excavator DX255				
Excavator DX300				
Excavator DX350				
Tractor 160-200 HP 4WD				
Case Tractor 300 HP 4WD				
New Holland Tractor 85 HP 4WD				
New Holland Tractor 72 HP 4WD				
Skidsteer				
JLG Forklift				
Articulated Dump Truck				
Tracked Dump Truck				
Welding Skid				
Sand Blasting Skid				

# Equipment Rates

Mulcher	
Seeder	
Spreader	
Set of discs	
Chisel plow	
Rock hound	
Pipe Wagon	
Hydro Vac Trailer w/ tools	

# Labor Rates

## Sheet Instructions:

The bidder should add and delete the labor/equipment classifications as necessary in order to account for any resources that will be used to complete the project as provided in the drawings as well as any resources required to complete out of scope services.

Definitions	
Straight Time	Hours worked between 7am and 7pm
Saturday / extended day premium time	Hours worked on Saturday between 7am and 7pm; or any hours worked beyond an 8 hour shift
Sunday and holiday premium time	Hours worked on Sunday or federally recognized holiday between 7am and 7pm
Night Differential	Rate differential for hours worked during daytime hours of 7pm and 7am; to be applied to all day rates listed above

Labor Classification	Time Classification	UOM	Rate
Foreman	Straight Time	per Hour	
	Saturday / extended day premium time	per Hour	
	Sunday and holiday premium time	per Hour	
	Night Differential	per Hour	
Laborer	Straight Time	per Hour	
	Saturday / extended day premium time	per Hour	
	Sunday and holiday premium time	per Hour	
	Daytime Differential	per Hour	
Operating Engineer/Operator, excavator	Straight Time	per Hour	
	Saturday / extended day premium time	per Hour	
	Sunday and holiday premium time	per Hour	
	Daytime Differential	per Hour	
Operating Engineer/Operator, backhoe/tractor/digger/loader	Straight Time	per Hour	
	Saturday / extended day premium time	per Hour	
	Sunday and holiday premium time	per Hour	
	Daytime Differential	per Hour	
Chauffeur/dump truck driver	Straight Time	per Hour	
	Saturday / extended day premium time	per Hour	
	Sunday and holiday premium time	per Hour	
	Daytime Differential	per Hour	
Flagger	Straight Time	per Hour	
	Saturday / extended day premium time	per Hour	
	Sunday and holiday premium time	per Hour	
	Daytime Differential	per Hour	
Timberman Foreman	Straight Time	per Hour	
	Saturday / extended day premium time	per Hour	
	Sunday and holiday premium time	per Hour	
	Daytime Differential	per Hour	
Timberman	Straight Time	per Hour	
	Saturday / extended day premium time	per Hour	
	Sunday and holiday premium time	per Hour	

# Labor Rates

	Daytime Differential	per Hour
Maintenance Person	Straight Time	per Hour
	Saturday / extended day premium time	per Hour
	Sunday and holiday premium time	per Hour
	Daytime Differential	per Hour
Welder and Welding Rig	Straight Time	per Hour
	Saturday / extended day premium time	per Hour
	Sunday and holiday premium time	per Hour
	Daytime Differential	per Hour

# Labor Rates

Welder Helper	Straight Time	per Hour	
	Saturday / extended day premium time	per Hour	
	Sunday and holiday premium time	per Hour	
	Daytime Differential	per Hour	
Superintendent	Straight Time	per Hour	
	Saturday / extended day premium time	per Hour	
	Sunday and holiday premium time	per Hour	
	Daytime Differential	per Hour	
Safety Foreman	Straight Time	per Hour	
	Saturday / extended day premium time	per Hour	
	Sunday and holiday premium time	per Hour	
	Daytime Differential	per Hour	
Environmental Foreman	Straight Time	per Hour	
	Saturday / extended day premium time	per Hour	
	Sunday and holiday premium time	per Hour	
	Daytime Differential	per Hour	
Field Office Manager	Straight Time	per Hour	
	Saturday / extended day premium time	per Hour	
	Sunday and holiday premium time	per Hour	
	Daytime Differential	per Hour	

Family	Item #	Item	Description	Notes / Size	UOM	Volume Interval	Rate	Qty	Ext
Miscellaneous	1	Silt fence	Furnish, install & remove silt fence		Per LF				
Miscellaneous	2	Sand	Furnish, Deliver and Install		per CY				
Miscellaneous	3	Straw bale	Furnish, install & remove straw bale		Each				
Miscellaneous	4	Tree Guards	Tree guards installed, maintained and removed		Each				
Miscellaneous	5	Well Point System	Daily rate to setup and operate Well Point System. Includes all labor and equipment.		per Day				
Miscellaneous	6	Rock Removal	Rock in solid beds or masses, in its original formation, which cannot be excavated by ordinary excavation equipment, such as trenchers, backhoes or track excavators, shall be billed using the cubic yard unit price. This includes all means required to remove the rock (e.g. hoe rams, air hammers, etc.) and installation of rock shield and supply and installations of suitable padding/backfill material. Actual yardages that will be paid are limited to the following: Pipe diameter plus six inches on each side and below for trenching. The upper limit shall be defined as the depth to the top of the pipe, less any overburden above the consolidated rock. Excavations are limited to rock removal sufficient to complete tie-in and or retirement activities only, including room for tooling and equipment. This price shall include proper disposal. These numbers are for pay limit calculation purposes only, quantities in excess of this limit will not be considered for payment. Rock removal pay limits apply to open trench rock removal. All storage/handling/placement of select backfill materials shall be included in the unit rate for rock removal. Does not include rock encountered during HDD.		per CY				

# **EXHIBIT G**

## Means & Methods

**EXHIBIT H**

Schedule

# **EXHIBIT I**

Exceptions, Deviations & Clarifications

**EXHIBIT J**  
RESERVED.

**EXHIBIT K**

Vetting Questions/Contractor Proposal Resource Workbook

# **EXHIBIT L**

Consolidated NY & NE OQ Task List for Construction Contractors

**EXHIBIT M**

Safety

**EXHIBIT N**

Environmental

**EXHIBIT O**

Background Check/Security

**EXHIBIT P**

Department of Transportation

# **EXHIBIT Q**

Ethics