nationalgrid

Contract

between

National Grid USA

and

The Hallen Construction Co., Inc.

for

Crown Heights New Governor Station Project

Brooklyn, NY

May 12, 2017

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AGREEMENT

This Agreement, made and entered into on the date when signed by the party signing last in time, by and between Brooklyn Union Gas d/b/a National Grid (Owner), a New York corporation with offices at 175 E. Old Country Road, Hicksville, NY 11801, and The Hallen Construction Co., Inc. (Contractor), a New York corporation, having its principal place of business at 4270 Austin Blvd., Island Park, NY 11558, for the Work identified as:

NATIONAL GRID

Crown Heights New Governor Station Project

ARTICLE 1 - SCOPE OF WORK

The Contractor hereby agrees to provide all materials, equipment, apparatus, tools, labor, Services, and facilities necessary to perform the Crown Heights New Governor Station Project, in Brooklyn, NY, 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

0700 Construction Terms and Conditions

Supplemental Conditions Non-Disclosure Agreement Supplier Code of Conduct

Hallen's Supplier Ethics Certification

Crown Heights Q&A

Hallen's Certificate of Insurance Hallen's Means & Methods

Hallen Equip-Resource-Loading

Hallen's Vetting Question Responses

Hallen's Schedule

Exhibit A: Specifications & Drawings:

Exhibit A1.1 G-16-23 Crown Heights Governor Bid Specification (12 2016)

Exhibit A1.2_Bid_Strategy_Crown_Heights Revised 04.06.17

Exhibit A1.3_Crown Heights Dwg - 177813 M-101 MTO
Exhibit A1.4_Crown Heights Dwg - 177813 M-102 SITE
Exhibit A1.5_Crown Heights Dwg - 177813 M-103 VAULTS
Exhibit A1.6 Crown Heights Dwg - 177813 M-104 CNTL DIAG

Exhibit A1.7_Crown Heights Dwg - 177813-S-101 Exhibit A1.8_Crown Heights Dwg - 177813-S-102 Exhibit A1.9 Crown Heights Dwg - 177813-S-103

Contract with Hallen - Crown Heights

Exhibit A1.10 Service Tapes - Crown Heights Governor

Exhibit A1.11 Crown Heights - ID 40-151

Exhibit A2 NYCDOT Street Restoration Standard Drawings

Exhibit A3 f9929001-Standard Telemetry Drawing

Exhibit B1: N-1402_Contractor Safety Requirements

Exhibit B2: API 1173

Exhibit C1: SHW-101 Anti-Drug & Alcohol Procedure

Exhibit C2: Contractor Compliance Affidavit

Exhibit C3: DOT-PHMSA Drug Alcohol Prevention Plan Exhibit C4: DOT-FMCSA Drug Alcohol Prevention Plan

Exhibit D: Equal Employment Opportunity Compliance Requirements

Exhibit E: Exceptions & Deviations

Exhibit F1: Environmental Procedure EP6_Appendix A
Exhibit F2: Environmental Procedure EP6_Appendix B
Exhibit F3: Environmental Procedure EP6_Appendix C
Exhibit G1: Security Procedure NGSP-6, Attachment A
Exhibit G2: Security Procedure NGSP-6, Attachment B1
Exhibit G3: Security Procedure NGSP-6, Attachment B2
Exhibit G4: Security Procedure NGSP-6, Attachment C

Exhibit H1: Hallen's Lump Sum Pricing Sheet

Exhibit H2: Hallen's Unit Pricing Sheet

Crown Heights - SOV

ARTICLE 3 - SCHEDULE

Any Work to be performed under this Agreement shall be commenced and completed in accordance with the work schedule delineated in Hallen's Schedule below.

ARTICLE 4 - CONTRACT PRICE

The Contract Price for the Work shall be in accordance with Exhibits H1 and H2 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

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

Contractor: Owner:

Pascale Ambrosio John Vodopija
The Hallen Construction Co., Inc. National Grid
4270 Austin Blvd. 25 Hub Drive

Island Park, NY 11558 Melville, NY 11747
Ph: 516-315-1871 Ph: 929-378-1913

Contract with Hallen - Crown Heights

pambrosio@hallen.com

john.vodopija@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.

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:	Owner:
The Hallen Construction Co., Inc.	Brooklyn Union Gas d/b/a National Grid
Lacol de la con	Challey
Signature	Signature
Pascale J. Ambrosio	Chris Kelley
Name	Name
Exec. Vice President	Senior Bayer
Title	Title
May 30, 2017	5/31/17
Date	Date

Terms and Conditions

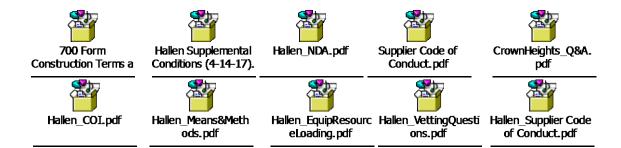


Exhibit A: Specifications & Drawings





Exhibit B: Safety Requirements





Exhibit C: Anti-Drug and Alcohol Requirements









Exhibit D: EEOC Requirements



Exhibit E: Exceptions & Deviations

Please use this form to explicitly document and submit any exceptions or deviations from the requirements, Terms and Conditions, or anything included in this RFP. Please be sure to save this document with a filename that clearly identifies your company name.

Scope: Crown Heights New Gov

Company Name: The Hallen Construction Company, Inc.

Clearly identify any exceptions and deviations by referring to the Section # and Subsection # clearly stating the item that cannot be met:

- Section 2.3: Entire paragraph has been added from previous version. Very broad.
 Assumes that Hallen is given access and time to review (and find errors and inaccuracies) all documents and conditions prior to the start of work. Makes the assumption that Hallen becomes responsible for all costs associated with non-discovery.
- Section 2.6: Hallen takes exception to the contractor establishing the correctness of design, detail and dimensions. Design is not in the contractor's scope of work.
- Section 5.2: Hallen's concern here is if a governmental agency adds an additional permitting requirement after the signing of the T & C, we will have to absorb the unanticipated cost.
- Section 8.1: The contractor will not provide a warranty for design. Design has been provided by Nat Grid.
- Section 13.1.9: Hallen takes exception to "or exacerbated by the Contractor or any Subcontractor".
- Section 21.4: Hallen takes exception to the reference to permits, under this contract.
 Nat Grid secures the necessary permits.
- 7. Section 23.3: This paragraph does not take into consideration the smaller subcontractors that we use from time to time. Given their size and nature of work, they will not be able to obtain required policy limits. Must be addressed so that we can issue new subcontracts to these smaller subs.
- 8. Section's 27.3, 27.4 and 27.5: Hallen takes exception to these entire paragraphs.

Exhibit F: Environmental Procedure EP6







F1_EP6_Appendix A., F2_EP6_Appendix B., F3_EP6_Appendix C.,

Exhibit G: Security Procedure NGSP-6



Exhibit G1_NGSP 6 Attachment A.pdf



Exhibit G2_NGSP 6 Attachment B-1.pdf



Exhibit G3_NGSP 6 Attachment B-2.pdf



Exhibit G4_NGSP 6 Attachment C.pdf

Exhibit H: Hallen Industries Pricing





ATTACHMENT A

EQUIPMENT, PERSONNEL, & SUBCONTRACTOR LISTING

(All Sub-contractors shall be listed)



ATTACHMENT B LUMP SUM BID AND OPTION PRICING SHEET



ATTACHMENT C

CHANGE IN SCOPE UNIT PRICE SHEET



ATTACHMENT D TRAFFIC STIPULATION

DOCUMENTS UPLOADED INTO ARIBA

New GOV. Crown Heights

LUMP SUM BID PRICING SPREADSHEET LUMP SUM BID PRICING Attachment B

		иом	Unit \$	
§	Description		·	
I-A.	FIRM LUMP SUM PRICING "I-A"- NEW REGULATOR STATION INSTALLATION			
I-A.1	Firm Lump Sum Price - Total Project for all removal and installation work, Tie-ins, Testing, and full restoration as described in the bid specifications.	Lump Sum		
I-A.2	Pricing Breakdown (NOTE: Total Must Equal Firm Lump Sum Price Above)			
	Mobilization & Pipe Delivery/Stringing:			
I-A.2.a.	Contractor Mobilization/Acceptance of Piping and Stringing	Lump Sum		
	Regulator Station Installation:			
I-A.2.b.	Installation of all sheeted pits as required for New Regulators.	Lump Sum		
I-A.2.c	Installation of new Regulator vaults including coordination with all vendors to deliver and install on site.	Lump Sum		
I-A.2.d.	Installation of 4" Steel and MDPE (Plastic) Inlet / Intermediate / Outlet Piping	Lump Sum		
I-A.2.e.	Installation and welding of all fittings / valves / Strainer / Regulators / Purges etc. for new regulator station, including all 1-1/4" control line piping and electrical components, control panels, pedestal and electrical conduits as specified.	Lump Sum		
I-A.2.f.	Installation of Roxtec Seals, ladders, pipe supports and all precast frames and covers to final grade.	Lump Sum		
	Testing:			
I-A.2.g.	Air Test of Entire New System	Lump Sum		
	Cathodic Protection Work			
I-A.2.h.	Cathodic Protection for entire project	Lump Sum		
	Restoration Work:			
I-A.2.j.	Paving & Restoration of roadways, sidewalks, grass, trees, shrubbery and landscaping to original condition prior to construction.	Lump Sum		

New GOV. Crown Heights

		иом	Unit \$	
§	Description	OOM	Unit \$	
II-A to II-C	OPTION PRICING - SL 51			
	ORTIONAL PRIORO			
	OPTIONAL PRICES:			
II-A.	Option Price "II-A" - CREDIT FOR CATHODIC PROTECTION OPERATIONS. This credit is being requested for those contractors who choose to utilize National Grid Corrosion personnel to perform all Cathodic Protection operations on this project. These duties will include ALL functions such as jeeping of pipe, wrapping of all welds, elbows and valves as well as installing all anodes and test stations as indicated on the design drawings. Leaving this item blank or inputting a dollar value of zero indicates that you do not choose to utilize National Grid Corrosion Technicians.	Lump Sum		
II-B.	Option Price "II-B" - TIE-INS. Firm Lump Sum Price for the contractor to perform the final tie-in welds from the new to existing gas mains. Additions and or deletions will be covered under the unit price appendix.	Lump Sum		
II-C.	Option Price "II-C" - INSTALL NECESSARY REMOTE OPENINGS to SUPPORT TIE-INS as per SOP Firm Lump Sum Price - To excavate and install up to six (6) tighsheeted remote openings for the installation of shut-down and tie-in support materials.	Lump Sum		
II-DCredit	Option Price "II-D-Credit" - INSTALL NECESSARY REMOTE OPENINGS to SUPPORT TIE-INS as per SOP - Unit Price - Provide unit price for a single remote opening as detailed in Option II-D - to be used for additional openings required or for credit if removed.	Lump Sum		

CHANGE IN SCOPE UNIT PRICE SHEET, ATTACHMENT C Crown Heights, Brooklyn, NY **Work Description** Sub § Sub § Description UOM Unit Price Item# Furnish and place acceptable clean sand backfill from non-site excavated 1.1.1 Clean Fill - 8 in. and 10 in. Pipe Trench Ft material. Includes removal and disposal of associated excess material. This §1 - Clean Fill and Contaminated Soil unit applies to trench work only. 1.1.2 Clean Fill - 12 in. and 16 in. Pipe Trench Ft These units apply to trench excavations when the NGrid Furnish & place acceptable washed sand backfill obtained from non-site representative determines that acceptable backfill material Furnish & place acceptable washed sand 1.2.1 excavated material. Includes removal and disposal of associated unsuitable /CY needs to be provided and/or if contaminated soils are encountered. Disposal of contaminated soil from project Handling of Contaminated Soil per NGrid Specifications /CY site at a DEC certified disposal facility §2 - Temporary Paving 2.1.1 2 in. thickness (hot patch) /SY These units apply to the installation of temporary paving Additional Temporary Paving above the scope of work identified in the lump sum bid. All /SY inclusive price to furnish and install hot and/or cold patch. 2.1.2 4 in. thickness (hot patch) 3.1.1 8 In. dia. pipe /EA §3 - Welding 3.1.2 10 ln. dia. pipe /EA These units apply to complete steel welds for the pipe 3.1 Butt Weld Steel Pipe (includes end preparation) 3.1.3 12 In. dia. pipe /EA diameters indicated. These units to be used for both the 3.1.4 16 ln. dia. pipe /EA addition and deletion to the original work scope. 3.2 Complete western purge and install to main per NGrid Standards 3.2.1 Western Purge /EA These unit prices cover excavating, supporting and providing clearance and installation at the obstruction location. This unit also covers vertical excavations to maintain a minimum of 12" clearance from obstruction. §4 - Obstructions Unit prices apply for increased work scope connected with Separate obstruction up to 18 inch 4.1.1 /EA unknown obstructions not shown on prints or that cannot be Note: Prices shown above are for additions and deletions. If a relocation of diameter or width field identified as a potential interference. the pipe route eliminates going under a "BID" or a designed profile obstruction, NGrid shall receive a credit in the appropriate amount stated 5.1.1 Paved Roads - 12" Steel Pipe 5.1.2 Paved Sidewalks - 12" Steel Pipe §5 - Add / Delete Complete System Add Steel System All inclusive unit price to install pipe at "Bid" defined depths. Includes, but not limited to, costs for test holes, excavation, 5.1.3 Paved Roads - 16" Steel Pipe /LF pipe welding and installation, backfill, dewatering, etc. Pavement removal and temporary pavement are to be included in this price. Dewatering is included up to, but not 5.1.4 Paved Sidewalks - 16" Steel Pipe /LF including, a well point system. Permanent paving will be covered by the applicable unit price in this appendix. Cut & Prep the end of damaged 5.2.1 steel gas pipe - 12" Steel Pipe Steel Detail - all inclusive unit price to cut and prep the end of damaged stee 5.2 gas pipe that has been identified by NGrid upon delivery. Cut & Prep the end of damaged 5.2.2 /EA steel gas pipe - 16" Steel Pipe §6 - Additional Test Holes Size of additional test holes is approx. 5 ft by 3 ft by 5 ft deep. The unit price Additional Test Holes /EA It is understood that this item will cover only the additional ncludes pavement removal, patch etc. test holes NOT covered under the Lump Sum Bid. The lump sum price covers test holes for all mains, ducts, services, pipes, structures, etc. that are shown on the Unit price for Vacuum Excavated Test Hole 6.2.1 Vacuum Excavated test hole /EA drawings or can be deducted.

CHANGE IN SCOPE UNIT PRICE SHEET, ATTACHMENT C Crown Heights, Brooklyn, NY

Crown Heights, Brooklyn, NY								
§	Sub §	Sub § Description	Item#	Work Description	UOM	Unit Price		
§7 - Miscellaneous Pits Weld Pits - An all inclusive unit price to excavate, sheet and steel plate an 8 ft x 8 ft tight sheeted weld pit, to a maximum of 8 ft in depth, within the pavement area.	7.1	This unit price covers pits not included on drawings, specifications or bid documents, and must include backfilling and pulling sheeting. This unit price covers dewatering by means of mud suckers, maximum of 3 pumps.	7.1.1	Installation of Weld Pits in Paved Roadway or sidewalk	/pit			
§8 - Road Plates	8.1	Road Plates	8.1	Steel plate rental rate - Daily Rate	/day/pit			
Total steel plate rental rate for a period exceeding 90 days	8.2	Road Plates	8.2	Steel plate rental rate - Weekly Rate	/week/pit			
use at the tie-in pits or misc. pits installed.	8.3	Road Plates	8.3	Steel plate rental rate - Monthly Rate	/month/pit			
				Removals - Concrete Sidewalk	/SY			
§9 - Removals	9.1	Unit price for Pavement Removal		Removals - Concrete road paving	/SY			
The unit prices apply to out of scope requirements for the removal of paving. It includes markout, sawcut or vermeer cut, removal and disposal of paving.	9.2	Unit Price for out of scope requirements for the removal and disposal of debris caused by others, such as scrap metal, construction or residential debris.		Removals - Blacktop paving Removals - Debris	/SY /CY			
§10 - Protection for Reduced Cover Contractor to furnish and install one inch thick steel plate as protection over the gas main installed at reduced cover when directed by NGrid.	10.1	Steel Plate Installation	10.1.1	One Inch Steel Plate Installed	/SF			
		All inclusive unit price covering installation from		Vert. Offset Installation - price per 8" to 10" Elbow	/8-10" Stl El			
§11 - Offset Installation Expense	11.1	layout to backfill for vertical offset.		Vert. Offset Installation - price per 12" Elbow	/ 12" Stl El			
Covers incremental costs associated with all inefficiencies and resultant delays when out of scope offsets are installed.		,	11.1.3	Vert. Offset Installation - price per 16" Elbow	/ 16" Stl El			
Does not include fusions / welds which are covered under Unit 3. The application of this unit is limited to unplanned			11.2.1	Horiz. Offset Installation - price per 8" to 10" Elbow	/8-10" Stl El			
offsets only, necessitated by obstructions during actual excavation for main installation, where no prior mark out, drawing, test hole or other prior information could have been	11.2	All inclusive unit price covering installation from layout to backfill for horizontal offset.	11.2.2	Horiz. Offset Installation - price per 12" Elbow	/ 12" Stl El			
available.				Horiz. Offset Installation - price per 16" Elbow	/16" Stl El			
				Perm. Paving - 2" Blacktop	/SY			
				Perm. Paving - 4" Blacktop	/SY			
\$42. Dormonant Daving Unit Prices	12.1	Permanent Paving		Perm. Paving - 10" Dense Binder Base and 2" Top Perm. Paving - 6" RCA Sub Base Mix – NYS Quality	/SY			
§12 - Permanent Paving Unit Prices Unit prices shown below are for increased work scope for		remailent raving		Perm. Paving - 6" concrete	/SY			
permanent paving and restoration items.				Perm. Paving - 8" concrete	/SY			
permanent paying and restoration terms.				Perm. Paving - 24" curb	/LF			
				Soil compaction testing services from NY State / County				
		Testing	12.2.1	approved consultant to verify municipality requirements	/Day			
§13 - Lean Concrete Bedding Installation of a lean concrete bedding over gas facilities as directed by NGrid personnel. Maximum rating of concrete not to exceed 500 psi.	13.1	Lean Concrete Bedding	13.1.1	Lean Concrete Bedding	/CY			
§14 - Electric Conduit This item is for the installation of electric conduit not identified on the Bid Drawings.		Conduit of 1" thru 4" diameter	14.1.1	Conduit of 1" thru 4" diameter	/LF			
§15 - Enecon Support This item is for the contractor to provide support to NGrid's subcontractor, Enecon, for various functions such as, vault sealing, painting of the piping, fittings and regulators. This price must include the cost for a crew to assist with opening and closing of the vaults, setting up and maintaining MPT for all crews and ensuring all workers and pedestrians are working in a safe environment. Price will be based on a crew day with 2 hours overtime to setup and remove MPT.	15.1	Crew per day cost to support Enecon.	15.1.1	Crew per day cost to support Enecon	/Crew Day			

Hallen_Unit-Pricing_CrownHeights Change in Scope

CHANGE IN SCOPE UNIT PRICE SHEET, ATTACHMENT C	
Crown Hoighto Prooklyn NV	

	Crown Heights, Brooklyn, NY Sub § Description Item# Work Description					
§16 - Hand Digging Around Tree Roots Increased work scope associated with hand digging to protect the root system of any City-owned trees in accordance with New York City Department of Parks and Recreation Forestry Protocol.		Hand Excavation		Hand Excavation	/CY	
§17 - Stipulation Time Lost crew hours due to changes in stipulation times provided.	17.1	Stipulation Time	17.1	Stipulation Time	/Hr	
§18 - Dry Hole Excavation at the direction of National Grid to investigate an anomoly in which no anomaly is discovered.	18.1	Excavated area to investigate coating anomaly in which no anomalies are discovered. Size of test holes is approx. 5 ft by 3 ft by 5 ft deep. The unit price includes pavement removal and final restoration.		Excavated area to investigate coating anomaly in which no anomalies are discovered	/ea	
§19 - Counter Sink Road Plates Cost to counter sink road plates flush with pavement surface	19.1	Counter sink road plates flush with pavement surface	19.1	Counter sink road plates flush with pavement surface	/ea	

Crown Heights Payment Schedule

Lump Sum Item Number	Milestone Description	UOF	Lump Sum Amount	Milestone Value	% Retainage	Permitted for Payment: Milestone less Retainage
I-A.2.a.	Contractor Mobilization/Acceptance of Piping and Stringing	Lump Sum				
I-A.2.b.	Installation of all sheeted pits as required for New Regulators.	Lump Sum				
I-A.2.c	Installation of new Regulator vaults including coordination with all vendors to deliver and install on site.	Lump Sum				
I-A.2.f.	Installation of Roxtec Seals, ladders, pipe supports and all precast frames and covers to final grade.	Lump Sum				
I-A.2.d.	Installation of 4" Steel and MDPE (Plastic) Inlet / Intermediate / Outlet Piping	Lump Sum				
I-A.2.e.	Installation and welding of all fittings / valves / Strainer / Regulators / Purges etc. for new regulator station, including all 1-1/4" control line piping and electrical components, control panels, pedestal and electrical conduits as specified.	Lump Sum				
I-A.2.g.	Air Test of Entire New System	Lump Sum				
I-A.2.h.	Cathodic Protection for entire project	Lump Sum				
I-A.2.j.	Paving & Restoration of roadways, sidewalks, grass, trees, shrubbery and landscaping to original condition prior to construction.	Lump Sum				
		/Lump Sum				
		Lump Sum				
		Lump Sum				
		Lump Sum				
		Lump Sum				
		Lump Sum				

^{***} Contractor to use the Invoice Summary and Change Order Invoice Summary when invoicing for completed services

Crown Heights Payment Schedule

Lump Sum Item Number	Milestone Description		Lump Sum Amount	Milestone Value	% Retainage	Permitted for Payment: Milestone less Retainage
II-A.	Option Price "II-A" - CREDIT FOR CATHODIC PROTECTION OPERATIONS. This credit is being requested for those contractors who choose to utilize National Grid Corrosion personnel to perform all Cathodic Protection operations on this project. These duties will include ALL functions such as jeeping of pipe, wrapping of all welds, elbows and valves as well as installing all anodes and test stations as indicated on the design drawings. Leaving this item blank or inputting a dollar value of zero indicates that you do not choose to utilize National Grid Corrosion Technicians.	Lump Sum				
II-B.	Option Price "II-B" - TIE-INS. Firm Lump Sum Price for the contractor to perform the final tie-in welds from the new to existing gas mains. Additions and or deletions will be covered under the unit price appendix.	Lump Sum				
II-C.	Option Price "II-C" - INSTALL NECESSARY REMOTE OPENINGS to SUPPORT TIE-INS as per SOP Firm Lump Sum Price - To excavate and install up to six (6) tigh-sheeted remote openings for the installation of shut-down and tie-in support materials.	Lump Sum				
II-DCredit	Option Price "II-D-Credit" - INSTALL NECESSARY REMOTE OPENINGS to SUPPORT TIE INS as per SOP - Unit Price - Provide unit price for a single remote opening as detailed in Option II-D - to be used for additional openings required or for credit if removed.	Lump Sum				
		Lump Sum				
		Lump Sum				
		Lump Sum				
		Lump Sum				
		Lump Sum				

^{***} retainage for each line item. Balance to be paid to Contractor upon acceptance of Project by the Company.

*** Contractor to use the Invoice Summary and Change Order Invoice Summary when invoicing for completed services