

Contract: The Hallen Construction Co., Inc., 2<sup>nd</sup> Ward Gas Distribution Reinforcement



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**Contract**

**between**

**The Brooklyn Union Gas Company, d/b/a National  
Grid**

**and**

**The Hallen Construction Co., Inc.**

**for**

**2<sup>nd</sup> Ward Gas Distribution Reinforcement**

## **AGREEMENT**

This Agreement made and entered into on the date when signed by the party signing last in time, by and between The Brooklyn Union Gas Company d/b/a National Grid (hereinafter the “Company”), a New York corporation with offices at One Metrotech Center, Brooklyn, NY 11201 and The Hallen Construction Co., Inc. (hereinafter the “Contractor”), a New York corporation, having its principal place of business at 11 Commercial Street, Plainview, NY 11803 for the Work identified as:

### **2<sup>nd</sup> Ward Gas Distribution Reinforcement**

#### **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 1/21/2022
3. Exhibit B: Supplemental Conditions (to the Terms and Conditions), dated 10/13/2015
4. Exhibit C: Terms and Conditions, dated 10/13/2015
5. Exhibit D: Statement of Work (SOW) & Addendums, dated 1/19/2022
6. Exhibit E: Design Package, dated 1/18/2022
7. Exhibit F: Pricing Workbook, rev 2/10/2022
8. Exhibit G: Means & Methods, dated 2/9/2022
9. Exhibit H: Schedule, dated 2/8/2022
10. Exhibit I: Exception, Deviations & Clarifications, dated 2/10/2022
11. Exhibit J: Alternate Proposal - NA
12. Exhibit K: Vetting Questions/Contractor Proposal Resource Workbook, dated 2/10/2022
13. Exhibit L: Consolidated NY & NE OQ Task List for Construction Contractors
14. Exhibit M: Safety
  - a. Exhibit M-1: N-1402 Contractor Safety Requirements, rev 6/14/2021
  - b. Exhibit M-2: API 1173 (gas only), rev 7/2015
15. Exhibit N: Environmental

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- a. Exhibit N-1: Environmental Procedure EP6 Appendix A, rev 1/26/2022
  - b. Exhibit N-2: Environmental Procedure EP6 Appendix B, rev 5/28/2010
  - c. Exhibit N-3: Environmental Procedure EP6 Appendix C, rev 5/28/2010
16. Exhibit O: Background Check/Security
- a. Exhibit O-1: NGSP Attachment A, rev 4/17/2020
  - b. Exhibit O-2: NGSP Attachment B1, rev 1/31/2022
  - c. Exhibit O-3: NGSP Attachment B2, rev 1/31/2022
  - d. Exhibit O-4: NGSP Attachment C, rev 12/18/2019
17. Exhibit P: Department of Transportation
- a. Exhibit P-1: SHW-101 Anti-Drug & Alcohol Procedure, rev 1/24/2018
  - b. Exhibit P-2: DOT-FMCSA Drug Alcohol Prevention Plan, rev 2/11/2015
  - c. Exhibit P-3: DOT-PHMSA Drug Alcohol Prevention Plan, rev 8/20/2017
  - d. Exhibit P-4: Contractor Compliance Affidavit, rev 1/31/2022
18. Exhibit Q: Ethics
- a. Exhibit Q-1: Supplier Code of Conduct, rev 12/2021
  - b. Exhibit Q-2: Supplier Ethics Certification, dated 1/26/2022
  - c. Exhibit Q-3: Anti-Fraud & Bribery Policy, rev 9/2015

## ARTICLE 2 – NON-DISCLOSURE/CONFIDENTIALITY

Notwithstanding any other provision of this Agreement, the Parties recognize that they will share certain confidential, proprietary, and nonpublic information (“confidential information”) with each other in connection with this Agreement. Accordingly, all such confidential information exchanged by the parties in connection with this Agreement is governed by the Non-Disclosure Agreement dated (1/21/2022) attach to this Agreement as Exhibit A (“NDA”). The NDA shall continue to govern the Agreement notwithstanding any expiration or termination of such NDA.

## ARTICLE 3 - SCOPE OF WORK

The Contractor hereby agrees to provide all materials, equipment, apparatus, tools, qualified labor, qualified supervision, services, insurance and facilities necessary to perform all Work in accordance with all the specifications and contract documents associated with this Agreement.

**ARTICLE 4 - 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, 2/8/2022.

**ARTICLE 5 – AGREEMENT DURATION**

This Agreement, unless lawfully terminated earlier, shall continue in force to the extent the Contractor continues to provide services under the relevant scope of services. The Company reserves the right, at its sole option, to cancel this contract at any time and for any reason.

**ARTICLE 6 - CONTRACT PRICE**

The contract price for the Work shall be in accordance with Exhibit F: Pricing Workbook, dated 2/10/2022, 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 7 - 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:**

The Hallen Construction Co., Inc.  
Attention: Pascale J. Ambrosio  
11 Commercial Street  
Plainview, NY 11803  
pambrosio@hallen.com  
(516) 315-1871

**Company:**

The Brooklyn Union Gas Company d/b/a National Grid  
Attention: Eric Alexander  
25 Hub Drive  
Melville, NY 11747  
Eric.Alexander@nationalgrid.com  
(516) 316-4780

**ARTICLE 8 - 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.

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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:**

The Hallen Construction Co., Inc.

DocuSigned by:  
  
6F9D6A1EC8E4455...  
Signature

Pascale J Ambrosio  
Name

Executive Vice President  
Title

February 22, 2022 | 5:30 AM EST  
Date

**Company:**

The Brooklyn Union Gas Company d/b/a  
National Grid

DocuSigned by:  
  
D1E39561D43344C...  
Signature

Nicola Rigby white  
Name

VP US Procurement  
Title

February 22, 2022 | 5:23 PM EST  
Date

# Exhibit F



Option Pricing - 2nd Ward Gas Distribution Reinforcement		UOM	Lump Sum Cost
II-A.	Payment Bond in the amount of the Contract Price and as outlined in Section 36.0 of the Terms and Conditions for Construction. (see below)	Lump Sum	
II-B.	Payment Bond Adjustment: rate per thousand dollars of increase or decrease in the bond coverage amount. This rate would be an adder to the total bond rate in the amounth of the Contract Price. (see below)	per thousand	
II-C.	Performance Bond in the amount of the Contract Price and as outlined in Section 36.0 of the Terms and Conditions for Construction. (see below)	Lump Sum	
II-D.	Performance Bond Adjustment: rate per thousand dollars of increase or decrease in the bond coverage amount. This rate would be an adder to the total bond rate in the amounth of the Contract Price. (see below)	per thousand	
II-E.	Lien Bond in the amount of the Contract Price and as outlined in Section 36.0 of the Terms and Conditions for Construction. (see below)	Lump Sum	
II-F.	Lien Bond Adjustment: rate per thousand dollars of increase or decrease in the bond coverage amount. This rate would be an adder to the total bond rate in the amounth of the Contract Price. (see below)	per thousand	
II-G.	Curb to Curb Restoration - Firm Lump Sum Price to providing 2" mill and pave curb to curb along entire route.	Lump Sum	
II-H.	Clean (PIG) approx 200' of 30" pipe to transmission stanadards	Lump Sum	
II-I.	30" steel pipe offset (4 welds) (includes coating of fittings)	EA	
II-J.	20" steel pipe offset (4 welds) (includes coating of fittings)	EA	
II-K.	16" steel pipe offset (4 welds) (includes coating of fittings)	EA	
<p><b>Quanta's surety provider doesn't separate the payment and performance bond cost.</b>  <b>The \$ [REDACTED] per thousand is for a payment and performance bond.</b></p>			