

ADVERTISEMENT FOR BIDS

Sealed proposals will be received in the Office of the Procurement Manager, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 2:00 pm (EDST) on September 14, 2022, and immediately thereafter publicly opened and read for the furnishing of Multiple High Pressure Natural Gas Facilities – Station Construction.

Instructions for submitting bids and complete specifications will be available in the Office of the Procurement Manager, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina during regular office hours, which are 8:30AM – 5:00PM Monday through Friday.

Greenville Utilities Commission reserves the right to reject any or all bids. **Late bids will not be considered.**

Notice to Bidders:

Greenville Utilities Commission is committed to the health and safety of our customers and employees. We are taking the spread of COVID-19 very seriously and continue to monitor the latest Local, State, and Federal guidance.

**GREENVILLE UTILITIES COMMISSION
GREENVILLE, NORTH CAROLINA**

**SPECIFICATION AND BID DOCUMENTS
FOR THE MULTIPLE HIGH PRESSURE NATURAL GAS FACILITIES – STATION CONSTRUCTION**

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GENERAL INSTRUCTIONS FOR FORMAL BIDS

RELATED TO THE MULTIPLE HIGH PRESSURE NATURAL GAS FACILITIES – STATION CONSTRUCTION

1. NOTICE TO BIDDERS

Sealed bids, subject to the conditions made a part hereof, will be received in the Office of the Procurement Manager, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 2:00 pm (EDST) on September 14, 2022, the day of opening. Bids submitted in a fax or e-mail in response to this Invitation for Bids **will not be acceptable.**

2. STANDARD FORMS REQUIRED

Each bidder must submit a proposal on the enclosed bid forms. **The bid must be signed by an authorized official of the firm. Return only the attached Proposal Form. Do not return the Advertisement for Bids, Instructions to Bidders or Specifications.**

3. PREPARATION OF BID

Bids must be in sealed envelopes clearly marked on the outside with the name of the bid and the bid opening date and time. Bid shall be addressed to PROCUREMENT MANAGER, GREENVILLE UTILITIES COMMISSION, 401 S. GREENE STREET, GREENVILLE, NORTH CAROLINA 27834.

4. TIME FOR OPENING BIDS

Bids will be opened promptly and read at the hour and on the date set forth in the advertisement in the Office of the Procurement Manager, Greenville Utilities Main Office, 401 S. Greene Street, Greenville, North Carolina. Bidders or their authorized agents are invited to be present.

5. BID SECURITY

- 5.1 Each Proposal shall be accompanied by a cashier's check, or certified check drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation, or the Savings Association Insurance Fund, or an original signed/sealed Bid Bond in an amount equal to not less than five percent (5%) of the total amount of the Proposal; said deposit to be retained by the Owner as liquidated damages in event of failure of the Successful Bidder to execute the Contract within ten (10) days after the award.
- 5.2 Bid Bond shall be conditioned that the Surety will upon demand forthwith make payment to the Obligee upon said Bond if the Bidder fails to execute the Contract in accordance with the Bid Bond, and upon failure to immediately make

payment, the Surety shall pay to the Obligee an amount equal to double the amount of said Bond. Standard Form of Bid Bond is included in these Specifications.

- 5.3 Only one (1) bid Surety is required, the amount of which shall be based on the total amount of all bid schedules.

6. ADDENDA / CLARIFICATIONS / BULLETINS

Any bulletins issued during the time of bidding or addenda to Specifications are to be considered covered in the Proposal, and in executing a Contract will become a part thereof. Receipt of addenda shall be acknowledged by the bidder in the Proposal Forms.

7. NC SALES TAX

Do **not** include NC sales taxes in bid figure; however, Greenville Utilities Commission (GUC) does pay sales tax. Sales tax should be added to the invoice as a separate item.

8. FEDERAL EXCISE TAX

GUC is exempt from Federal Excise Tax and will issue a Federal Exemption Certificate upon request to the successful bidder.

9. EXCEPTIONS TO BE CLEARLY STATED

If bid is not in strict accordance with Section II, "Specifications," bidder must list or note all exceptions **on the Request for Proposal Form**, otherwise, it is fully understood that the successful bidder will furnish equipment and/or materials exactly as specified. GUC reserves the right to accept or reject bids with noted minor deviations from specifications and to determine the lowest responsible, responsive bid from the standpoint of quality, performance, and price.

10. DISCREPANCY

Should the Bidder find discrepancies in or omissions from the Drawings or Documents or should he be in doubt as to their meaning, he shall at once notify the Engineer who will send written instructions to all Bidders. Neither the Owner nor the Engineer will be responsible for any oral instructions. If Plans and Specifications are found to disagree after Contract is awarded, the Engineer shall be the judge as to what was intended. The Successful Bidder is hereby made responsible for the furnishing of the necessary labor, tools and equipment reasonably inferred or evidently necessary for the proper execution and completion of the work; for any additional work involved in the correction of apparent errors or inconsistencies, and in executing the true intent and meaning of the Drawings and Specifications as interpreted by the Engineer and all such labor and equipment shall be provided at the Contractor's expense, and under no condition will any such labor and equipment be allowed as an extra.

11. EVALUATION AND AWARD OF BIDS

GUC reserves the right to reject any and all bids, to waive any and all informalities, and to disregard all nonconforming or conditional bids or counter proposals. In evaluating bids, GUC shall consider whether the bids comply with the prescribed requirements, plus all alternates or options requested. GUC reserves the right to include or exclude any option or alternative in GUC's opinion is in GUC's best interests. If a bid is to be awarded, it will be awarded to the lowest responsible, responsive bidder whose evaluation by GUC indicates that the award will be in GUC's best interests. Only firm prices will be considered for award of this bid.

12. PROMPT PAYMENT DISCOUNTS

Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it may be considered in the award of the contract.

13. NUMERICAL ERRORS

In the case of a discrepancy between a unit price and the extension (the unit price multiplied by the number of units); the unit price governs. In the case where numerical bids are stated both in numbers and in words, the words govern.

14. BID WITHDRAWAL

A bidder must notify GUC in writing of its request to withdraw a bid within seventy-two (72) hours after the bid opening, not including Saturdays, Sundays, or holidays. In order to justify withdrawal, the bidder must demonstrate that a substantial error exists and that the bid was submitted in good faith.

15. MINORITY BUSINESS PARTICIPATION PROGRAM

GUC has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. Firms submitting a proposal are attesting that they also have taken affirmative action to ensure equality of opportunity in all aspects of employment, and to utilize M/WBE suppliers of materials and/or labor.

16. PERFORMANCE AND PAYMENT BONDS

- 16.1 The Successful Bidder shall be required to furnish separate Performance and Payment Bonds executed on the forms bound herein in amounts at least equal to one hundred percent (100%) of the Contract price as security for the faithful performance of this Contract and as security for the payment of all persons performing labor and furnishing materials and equipment in connection with this Contract.

- 16.2 Performance and Payment Bonds shall be with a Surety company authorized and licensed to do business in the State of North Carolina and shall be for the full Contract sum.

17. EXAMINATION OF CONDITIONS

Prior to the submission of the Proposal, the Bidder shall make and shall be deemed to have made a careful examination of the Plans and Specifications on file with the Owner and with the Engineer, and all other matters that may affect the cost and the time of completion of the work.

18. SUBCONTRACTORS

The Bidder shall include in the Proposal a listing of all subcontractors (if any) and their respective support services to be utilized during the project. All subcontractors will be subject to approval by the Owner and Engineer.

19. COMPLETION

- 19.1 The award of this Contract shall be issued as soon as possible, subsequent to the bid opening, by issuance of written contract to the Contractor by the Engineer or notification from the Owner. Work on the projects shall begin after award of Contract and no later than October 17, 2022.
- 19.2 The completion date for the projects' on-site activities shall be February 14, 2023.
- 19.3 Time for completion shall be extended for delays due to bad weather days or other special cases with the written consent of the Owner and/or Engineer.
- 19.4 The Contractor shall include in the Proposal a project construction schedule using the completion date above, indicating each major construction activity with duration and the total number of calendar days of construction time he proposes to perform his work based on the above completion date.

20. BIDS TO BE RETAINED

No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of sixty (60) days pending the execution of a Contract by the Successful Bidder. Should the Successful Bidder default and not execute a Contract, the Contract will be offered to the next lowest responsible, responsive Bidder.

21. DELIVERY

The prices quoted shall include delivery of any Contractor-furnished materials and equipment to the project site, and complete installation of said materials and equipment and installation of the Owner- furnished materials. The location of the gate station is shown on the Vicinity Map in the Construction Drawings.

22. FORM OF PROPOSAL

Those bids not received on the Form of Proposal contained herein will be considered unresponsive. The forms shall be filled out completely. Any omissions may cause the entire Proposal to be rejected.

23. CONTRACTOR'S INSURANCE

- 23.1 General Liability: Commercial General Liability Insurance, (with coverage consistent with ISO Form CG 00 01 12 07 or its equivalent) with a limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) per project or per location general aggregate, and a deductible or self-insured retention not to exceed Twenty-five Thousand Dollars (\$25,000) per occurrence, covering liability for bodily injury and property damage, arising from premises, operations, independent contractors, personal injury/advertising injury, contractual liability, and products/completed operations for not less than two (2) years from the Substantial Completion Date.
- 23.2 Automobile Liability: Commercial Automobile Liability Insurance, including coverage for liability arising out of the use of owned (if any), non-owned, leased or hired automobiles, for both bodily injury and property damage in accordance with Applicable Legal Requirements, with a limit of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence.
- 23.3 Workers Compensation: Worker's Compensation Insurance, with statutory limits, covering all of Subcontractor's employees, on terms and conditions as required by applicable Law and imposed by worker's compensation, occupational disease or similar laws, including the Longshore and Harbor Workers' Act, the Federal Employers' Liability and the Jones Act, if applicable.
- 23.4 Employers Liability: Employers' Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident, One Million Dollars (\$1,000,000) each employee for bodily injury by disease, and One Million Dollars (\$1,000,000) policy limit.
- 23.5 Umbrella Liability: Subcontractor must provide an Umbrella form (not Excess Liability form) that provides additional liability for underlying General Liability, Auto Liability, and Employer Liability.
 - 23.5.1** Level 1 Contracts (Contract Value \$200,000 to \$499,999) - \$1,000,000
 - 23.5.2** Level 2 Contracts (Contract Value \$500,000 to \$999,999) - \$3,000,000
 - 23.5.3** Level 3 Contracts (Contract Value \$1,000,000 & up) - \$5,000,000

24. CONTRACT PERIOD

The Work will be completed and ready for final payment within 120 days after the date when the Contract Times commence to run.

25. CONTRACTOR'S LICENSE

In accordance with the State of North Carolina General Statutes, Contractors performing work of this caliber in the State must be licensed to do so. A current copy of the Contractor's State of North Carolina Board for General Contractor's License must be submitted with this Proposal in the Form of Proposal. Additionally, a valid license must be maintained during the course of the work.

Contractor represents and warrants that it is fully experienced in projects of the nature, scope and magnitude of the Work, properly qualified, registered, licensed, equipped, organized and financed to perform the Work.

26. CONTACT INFORMATION

Questions regarding this bid request should be directed to Cleve Haddock, CLGPO, Procurement Manager, at (252) 551-1533, haddockc@guc.com. **All questions regarding this bid must be received by or before 5:00 pm (EDST) on August 31, 2022.**

27. TERMS AND CONDITIONS

The attached Terms and Conditions apply to all purchases made by Greenville Utilities Commission (GUC) and must be considered as part of the bid proposal.

GENERAL CONDITIONS

RELATED TO THE MULTIPLE HIGH PRESSURE NATURAL GAS FACILITIES – STATION CONSTRUCTION

1. DRAWINGS AND SPECIFICATIONS

The Drawings and Specifications are complementary, one to the other. That which is shown on the Drawings or called for in the Specifications shall be as binding as if it were both called for and shown. The intention of the Drawings and Specifications is to include all labor, materials, transportation, equipment and any and all other items necessary to do a complete job which may include manufactured items and field service assistance. In case of discrepancy or disagreement in the Contract, the order of precedence shall be: Contract, Specifications, Drawings.

Any deviation from specifications must be clearly pointed out, otherwise, it will be considered that items offered are in strict compliance with specifications, and the Provider will be held responsible. Deviations must be explained in detail. **The Provider shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable**

2. CLARIFICATIONS AND DETAILED DRAWINGS

In such cases where the nature of the work requires clarification by the Engineer, such clarification shall be furnished by the Engineer with reasonable promptness by means of written instructions or Detail Drawings or both. Clarifications and Drawings shall be consistent with the intent of Contract Documents and shall become a part thereof.

3. CHANGE OF DRAWINGS AND/OR SPECIFICATIONS

- 3.1 The Owner, or the Engineer on behalf of the Owner, may make changes to Drawings and/or Specifications after award of the Contract or while construction is in progress. The compensation for such changes shall be agreed upon in writing between the Contractor and the Owner prior to commencement of work involving the change. No payment shall be made to the Contractor for correcting work not in compliance with Specifications. Once the change of work has been agreed upon between all parties, the Engineer will initiate a change order.
- 3.2 Records of conditions above and below ground, water records or other observations which may have been made by or for Owner shall be made available to Contractor for its information, upon request. Site sub-surface conditions which differ materially from the results reasonably indicated in any reports furnished by Owner or undertaken by Contractor shall be deemed to be changed work.
- 3.3 Except as otherwise set forth in the Contract, all loss or damage to Contractor arising out of the Work or from the action of the elements, or from any

unforeseen circumstance in the prosecution of the Work including inefficiencies or claims of inefficiencies, shall be sustained and borne by Contractor at its own cost and expense.

4. WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE

Contractor shall maintain, in readable condition on site, one (1) complete set of as-built working Drawings and Specifications for his work. Such Drawings and Specifications shall be available for use by the Engineer or Owner. During construction, the Contractor will work diligently to keep the Owner abreast of gas system conditions, so as not to interfere with normal or emergency operations.

5. OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

All Drawings and Specifications are instruments of service and remain the property of the Engineer whose name appears thereon. The use of these instruments on work other than this Contract without permission is prohibited. All copies of Drawings and Specifications other than Contract copies shall be returned to the Engineer upon request after completion of the work.

6. MATERIALS, EQUIPMENT, AND EMPLOYEES

- 6.1 The Contractor shall, unless otherwise specified, supply and pay for all labor, equipment, transportation, tools, apparatus, lights, heat, sanitary facilities, water, and incidentals necessary for the entire proper and substantial completion of his work. The Contractor shall install, maintain, and remove all equipment of the construction and be responsible for the safe, proper, and lawful construction, maintenance, and use of same. The Contractor shall construct, in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the Plans, stated in the Specifications, or reasonably implied there from, all in accordance with the Contract Documents. Some of the major material items required for the work will be furnished by the Owner as outlined in the Technical Specifications. All other necessary materials are to be furnished by the Contractor as outlined in the Technical Specifications.
- 6.2 The Contractor shall not re- use any "removed" materials in the completion of this project unless indicated as a transfer unit on the construction drawings. Materials damaged or lost during construction of the work due to carelessness of the Contractor's personnel, shall be replaced in kind by the Contractor at no cost to the Owner.
- 6.3 If at any time during the construction and completion of the work covered by these Specifications, the conduct of any workman of the various crafts is adjudged ungentlemanly and a nuisance to the Owner or the Engineer, or if any

workman is considered incompetent or detrimental to the work, the Contractor shall order such parties to be immediately removed from the grounds.

- 6.4 Any superintendent or foreman of the Contractor who ignores or refuses to follow written instructions of the Owner or the Engineer or his representative at the site shall be immediately removed and replaced.
- 6.5 The Contractor shall always ensure that he has sufficient crew compliments, both in terms of numbers and experience of personnel to perform work tasks safely. both for workers and the general public. Any instance noted to the contrary of this requirement may result in the complete shutdown of work on the project.

7. SURVEYS

Unless otherwise specified, the Contractor, will furnish all surveys and locations for locating the principal component parts of the work.

8. UNCORRECTED FAULTY WORK

The Contractor shall be notified of faulty or damaged work and shall have the option to respond in a reasonable period. Should the correction of faulty or damaged work be considered inadvisable or inexpedient by the Owner or the Engineer, the Owner shall be reimbursed by the Contractor for the same by a deduction in the Contract prices arrived at by a fair estimate of the probable cost of correction, approved by the Engineer.

9. CORRECTION OF WORK BEFORE FINAL PAYMENT

- 9.1 Any work, materials, or other parts of the work which have been condemned or declared not in accordance with the Contract by the Owner or the Engineer shall be removed from the work site by the Contractor and shall be immediately replaced by new work in accordance with the Contract at no additional cost to the Owner. Work or property of others or the Owner damaged or destroyed by virtue of such faulty work shall be made good at the expense of the Contractor whose work is faulty.
- 9.2 Correction of condemned work described above shall commence within twenty-four (24) hours after receipt of notice from the Owner or the Engineer and shall be pursued to completion.
- 9.3 Final payment will not be made until certificates of the engineer have been duly issued.

10. CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final certificate, final payment, acceptance of the premises by the Owner, nor any provision of the Contract, nor any other act or instrument of the Owner or Engineer shall relieve the Contractor from responsibility for negligence, or faulty materials or workmanship, or failure to comply with the Drawings and Specifications. He shall correct or

make good any defects due thereto and repair any damage resulting there from which may appear during the period of the guarantee following final acceptance of the work by the Owner. The Owner will report any defects as they may appear to the Engineer who will give the instructions for a time limit for completion of corrections to the Contractor.

11. THE OWNER'S RIGHT TO PERFORM WORK

- 11.1 The Owner may perform or have performed by others work which is described in the Specifications to be performed by the Contractor, due to early delivery of equipment prior to the execution of this Contract. Upon the execution of the contract, the work performed will be deducted from the Contractor's price by the unit price set forth in the *Form of Proposal*.
- 11.2 If during the progress of the work or during the period of guarantee, the Contractor fails to execute the work properly or to perform any provision of the Contract, the Owner, after five (5) days' written notice to the Contractor from the Engineer or the Owner, may perform or have performed that portion of the work and may deduct the cost thereof from any amounts due or to become due the Contractor, such action and cost of same having been first approved by the Engineer. Should the cost of such action of the Owner exceed the amount due or to become due the Contractor, then the Contractor or his surety, or both, shall be liable for and shall pay to the Owner the amount of said excess.

12. CONTRACTOR'S AFFIDAVIT

The final payment of retained amount due the Contractor on account of the Contract shall not become due until the Contractor has furnished to the Owner, with a copy to the Engineer, an affidavit signed, sworn and notarized to the effect that all payments for materials, services, or any other reason in connection with his Contract have been satisfied and that no claims or liens exist against the Contractor in connection with this Contract. In the event that the Contractor cannot obtain similar affidavits from Subcontractors to protect the Contractor and the Owner from possible liens or claims against the Subcontractor, the Contractor shall state in his affidavit that no claims or liens exist against any Subcontractor to the best of his (the Contractor's) knowledge and if any appear afterwards, the Contractor shall save the Owner harmless on account thereof.

13. GUARANTEE

The Contractor shall guarantee his work against defect due to faulty workmanship or negligence for a period of two (2) years following final acceptance of the work. He shall make good such defective workmanship and any damage resulting therefrom without cost to the Owner.

14. ENGINEER'S STATUS

The Engineer shall, within a reasonable time after their presentation to him, make decisions

on all claims of the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents. All such decisions by the Engineer shall be final.

15. ENGINEER'S DECISIONS

The Engineer shall, within a reasonable time after their presentation to him, make decisions on all claims of the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents. All such decisions by the Engineer shall be final.

16. RIGHT-OF-WAY

The Owner will obtain all easements and/or rights-of-way required for the project.

17. ACCIDENTS

The Contractor shall provide at the site such equipment and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the work. The Contractor will provide a written report to the Owner of all accidents within twenty-four (24) hours of the event.

18. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Contractor agrees as follows:

- 18.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or physical handicap. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or physical handicap. Such action shall include but not be limited to the following employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of the nondiscrimination clause.
- 18.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or physical handicap.
- 18.3 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or other understanding, a notice advertising the labor union or workers' representative of

the Contractor's commitments under the Equal Employment Opportunity Section of this Contract and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

18.4 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Owner contracts.

18.5 The owner has adopted an Affirmative Action & Minority & Women Business Enterprise Plan (M/WBE) Program. Contractors submitting a proposal are attesting that they also have taken affirmative action to ensure equality of opportunity in all aspects of employment, and to utilize M/WBE supplies of material and/or labor.

19. INFORMATION AND DESCRIPTIVE LITERATURE

Providers are to furnish all information requested. Further, as may be specified elsewhere, each Provider must submit with its proposal: cuts, sketches, descriptive literature, and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid does not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.

20. AWARD OF CONTRACT

As directed by statute, qualified bids will be evaluated and acceptance made of the lowest responsible, responsive bid most advantageous to GUC as determined upon consideration of such factors as prices offered, the quality of the article(s) offered, the general reputation and performance capabilities of the Provider, substantial conformity with the specifications and other conditions set forth in the bid, the suitability of the article(s) for the intended use, the related services needed, the date(s) of delivery and performance, and such other factors deemed by GUC to be pertinent or peculiar to the purchase in question.

Acceptance of the order includes acceptance of all terms, conditions, prices, delivery instructions, and specifications as shown on this set of Terms and Conditions and in this order or attached to and made a part of this order.

The conditions of this order cannot be modified except by written amendment in the form of "Amended Purchase Order," which has been approved by GUC's Procurement Manager.

In the event of a Provider's failure to deliver or perform as specified, GUC reserves the right to cancel the order or any part thereof, without prejudice to GUC's other rights. The Provider agrees that GUC may return part of or all of any shipment at Provider's expense. GUC may charge the Provider with all reasonable expenses resulting from such failure to deliver or perform.

21. MEDIATION/BINDING ARBITRATION

In the event of any dispute between the Parties, the Parties agree to submit any dispute to non-binding mediation before a mutually agreeable Mediator prior to initiating litigation. If the Parties are unable to agree upon a Mediator within thirty (30) days after demand therefore, either Party may petition a Court of competent jurisdiction for the designation of a qualified Mediator for these purposes. Each Party shall bear its own costs and expenses of participating in the mediation (including, without limitation, reasonable attorneys' fees), and each Party shall bear one-half (1/2) of the costs and expenses of the Mediator. Unless otherwise agreed, the Parties will hold the mediation in Greenville, North Carolina. The matters discussed or revealed in the mediation session shall not be disclosed in any subsequent litigation.

In the event the matter is not resolved in mediation, either Party may request arbitration. The parties shall jointly select an Arbitrator, and shall be bound by the decision of the Arbitrator with respect to any dispute between the parties with respect to this Agreement. If the parties are unable to mutually agree upon an Arbitrator, the Parties shall each select an Arbitrator, and the two Arbitrators so selected shall select a third Arbitrator, and the decision of the majority of the Arbitrators shall be conclusive and binding upon the Parties. The Parties at all times agree to equally split the costs of any Arbitrator(s) selected in an effort to resolve the dispute between the Parties. Any party desiring to resolve a dispute under the terms of this Agreement shall notify the other Party in writing, and the Parties shall seek to agree upon a mutually agreed-upon Arbitrator within a period of ten (10) days from the date of such written demand. If the Parties are unable to agree within such ten (10) day period, the Parties shall each select an Arbitrator, and the two (2) Arbitrators so selected shall select a third Arbitrator within fifteen (15) days from the date of the written demand for arbitration, and a decision shall be rendered by the Arbitrator(s) so selected within five (5) days after such Arbitrator(s) is selected.

22. GOVERNMENT RESTRICTIONS

In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the successful Provider to notify the GUC Procurement Manager, at once, indicating in its letter the specific regulation which required such alterations. GUC reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or, in the sole discretion of GUC, to cancel the contract.

23. INSURANCE

- 23.1 **Coverage** – During the term of the contract, the Provider at its sole cost and expense shall provide commercial insurance of such type and with the following coverage and limits:
- 23.1.1 Workers' Compensation** – The Provider shall provide and maintain

Workers' Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$1,000,000 each accident, covering all Providers' employees who are engaged in any work under the contract. If any work is sublet, the Provider shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.

23.1.2 General Liability – Commercial Liability Coverage written on an “occurrence” basis in the minimum amount of \$1,000,000 per occurrence.

23.1.3 Automobile – Automobile Liability Insurance, to include coverage for all owned, hired, and non-owned vehicles used in connection with the contract with a minimum combined single limit of \$1,000,000 per accident.

23.2 **Requirements** - Providing and maintaining adequate insurance coverage is a material obligation of the Provider. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized to do business in North Carolina by the Commissioner of Insurance. The Provider shall at all times comply with the terms of such insurance policies and all requirements of the insurer under any of such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Provider shall not be interpreted as limiting the Provider's liability and obligations under the contract. It is agreed that the coverage as stated shall not be canceled or changed until thirty (30) days after written notice of such termination or alteration has been sent by registered mail to GUC's Procurement Manager.

24. PATENTS AND COPYRIGHTS

The Provider shall hold and save GUC, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses, including reasonable attorney fees, on account of any copyrighted articles or any patented or unpatented invention, device or appliance manufactured or used in the performance of this contract.

25. PATENT AND COPYRIGHT INDEMNITY

The Provider will defend or settle, at its own expense, any action brought against GUC to the extent that it is based on a claim that the product(s) provided pursuant to this agreement infringe any U.S. copyright or patent; and will pay those costs, damages, and attorney fees finally awarded against GUC in any such action attributable to any such claim, but such defense, settlements, and payments are conditioned on the following: (1) that Provider shall be notified promptly in writing by GUC of any such claim; (2) that Provider shall have sole control of the defense of any action on such claim and of all negotiations for its settlement or compromise; (3) that GUC shall cooperate with Provider in a reasonable way to facilitate the settlement of defense of such claim; (4) that such claim does not arise

from GUC modifications not authorized by the Provider or from the use of combination of products provided by the Provider with products provided by GUC or by others; and (5) should such product(s) become, or in the Provider's opinion likely to become, the subject of such claim of infringement, then GUC shall permit Provider, at Provider's option and expense, either to procure for GUC the right to continue using the product(s), or replace or modify the same so that it becomes non-infringing and performs in a substantially similar manner to the original product.

26. EXCEPTIONS

All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price catalogs, and other documents as part of a Provider's response will be waived and have no effect on this Request for Proposal or any other contract that may be awarded resulting from this solicitation. The submission of any other terms and conditions by a Provider may be grounds for rejection of the Provider's proposal. The Provider specifically agrees to the terms and conditions set forth in this set of Terms and Conditions by affixing its name on the signatory page contained herein.

27. CONFIDENTIAL INFORMATION

Except as provided by statute and rule of law, GUC will keep trade secrets in which the Provider does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Provider. Cost information shall not be deemed confidential. The determination of whether a matter is confidential will be determined by North Carolina law.

28. ASSIGNMENT

No assignment of the Provider's obligations or the Provider's right to receive payment hereunder shall be permitted without the express written consent of GUC, provided however, upon written request approved by the GUC Procurement Manager, solely as a convenience to the Provider, GUC may:

- Forward the Provider's payment check directly to any person or entity designated by the Provider, and
- Include any person or entity designated by Provider as a joint payee on the Provider's payment check.
- In no event shall such approval and action obligate GUC to anyone other than the Provider, and the Provider shall remain responsible for fulfillment of all contract obligations.

29. ACCESS TO PERSON AND RECORDS

GUC shall have reasonable access to persons and records of Provider as a result of all contracts entered into by GUC.

30. INSPECTION AT PROVIDER'S SITE

GUC reserves the right to inspect, at a reasonable time, the item, plant, or other facilities of a prospective Provider prior to contract award and during the contract term as necessary for GUC's determination that such item, plant, or other facilities conform to the specifications / requirements and are adequate and suitable for the proper and effective performance of the contract. Provider may limit GUC's access to restricted areas.

31. AVAILABILITY OF FUNDS

Any and all payments of compensation of this specific transaction and any continuation or any renewal or extension are dependent upon and subject to the allocation of GUC funds for the purpose set forth in this Agreement.

32. GOVERNING LAWS

All contracts, transactions, agreements, etc., are made under and shall be governed by and construed in accordance with the laws of the State of North Carolina.

33. ADMINISTRATIVE CODE

Bids, proposals, and awards are subject to applicable provisions of the North Carolina Administrative Code and General Statutes and Laws of the State of North Carolina.

34. EXECUTION

In the discretion of GUC, failure of a duly authorized official of Provider to sign the Signatory Page may render the bid invalid.

35. CLARIFICATIONS/INTERPRETATIONS

Any and all questions regarding these Terms and Conditions must be addressed to the GUC Procurement Manager. Do not contact the user directly. **These Terms and Conditions are a complete statement of the parties' agreement and may only be modified in writing signed by Provider and the GUC Procurement Manager.**

36. SITUS

The place of all contracts, transactions, agreements, their situs and forum, shall be North Carolina, where all matters, whether in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

37. TERMINATION OF AGREEMENT

GUC or Provider may terminate this Agreement for just cause at any time. Provider will be paid for all time and expenses incurred as of the termination date. Termination for just cause by either party shall be by certified letter and shall be effective thirty (30) days after signed and acknowledged receipt of said letter. Just cause shall be based on reasonable grounds, and there must be a fair and honest cause or reason for such action. The causes for termination, include, but are not limited to: (1) Provider's persistent failure to perform in accordance with the Terms and Conditions, (2) Provider's disregard of laws and regulations related to this transaction, and/or (3) Provider's substantial violation of the provisions of the Terms and Conditions.

38. DELIVERY

Shipments will be made only upon releases from a purchase order issued by GUC in accordance with GUC's current needs.

Time is of the essence with respect to all deliveries under this Agreement. Delivery of all equipment, materials, or supplies shall be made Free on Board (FOB) GUC Warehouse, 701 Utility Way, Greenville, North Carolina 27834, unless otherwise specified. The agreed price for such equipment, materials, or supplies shall include all costs of delivery and ownership, and risks of loss shall not be transferred from Provider to GUC until express written acceptance of delivery and inspection by GUC. Delivery hours are between 8:00 AM and 4:30 PM Tuesday-Thursday only. **GUC's purchase order number is to be shown on the packing slip or any related documents.** GUC reserves the right to refuse or return any delivery with no purchase order number or which is damaged. GUC will not be charged a restocking fee for any delivery which is refused or returned.

39. INDEMNITY PROVISION

Provider agrees to indemnify and save GREENVILLE UTILITIES COMMISSION of the City of Greenville, Pitt County, North Carolina, and the City of Greenville, North Carolina, its co-owners, joint venturers, agents, employees, and insurance carriers harmless from any and all losses, claims, actions, costs, expenses including reasonable attorney fees, judgments, sub rogations, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property of whatsoever nature of any person arising out of or incident to the performance of the terms of this Contract by Provider, including, but not limited to, Provider's employees, agents, subcontractors, and others designated by Provider to perform work or services in, about, or attendant to, the work and services under the terms of this Contract. Provider shall not be held responsible for any losses, expenses, claims, sub rogations, actions, costs, judgments, or other damages, directly, solely, and proximately caused by the negligence of Greenville Utilities Commission of the City of Greenville, Pitt County, North Carolina. Insurance covering this indemnity agreement by the Provider in favor of Greenville Utilities Commission of the City of Greenville, Pitt County, North Carolina, and the City of Greenville, North Carolina, shall be provided by Provider.

40. FORCE MAJEURE

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. In any such event of force majeure, the parties shall advise each other of such event, and the parties shall negotiate an equitable adjustment to their respective obligations under this Agreement.

41. WARRANTY(IES)

The Provider hereby includes all warranties, whether expressed or implied, including, but not limited to, the Implied Warranty of Merchantability and the Implied Warranty of Fitness for a Particular Purpose.

42. INTEGRATED CONTRACT

These Terms and Conditions, Instructions to Bidders, Specifications, and the selected Provider's bid represents the entire contract between the Parties. No verbal or other written agreement(s) shall be held to vary the provisions of this Agreement.

43. CONTRACT PROVISIONS

Each of the provisions of these Terms and Conditions shall apply to the full extent permitted by law, and the invalidity in whole or in part of any provision shall not affect the remainder of such provision or any other provisions.

44. E-VERIFY

E-Verify - I understand that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25 et seq. I am aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of my knowledge, any subcontractors employed by me as a part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.

45. IRAN DIVESTMENT ACT CERTIFICATION

By acceptance of this purchase order, Vendor/Contractor certifies that, as of the date of the purchase order or contract, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4. In compliance with the requirements of the Iran

Divestment Act and N.C.G.S. § 143C-6A-5(b), Vendor/Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

46. NOTICES

Notices to the Parties should be sent to the names and addresses specified below:

Cleve Haddock, CLGPO
Procurement Manager
Greenville Utilities Commission
401 South Greene Street
Greenville, NC 27834

CONTRACT AGREEMENT

THIS CONTRACT made this _____ day of _____, 2022, by _____, hereinafter called Bidder, and GREENVILLE UTILITIES COMMISSION (GUC) OF THE CITY OF GREENVILLE, PITT COUNTY, NORTH CAROLINA, a corporation, hereinafter called the Owner.

WITNESSETH

THAT WHEREAS, a Contract for

**GREENVILLE UTILITIES COMMISSION
MULTIPLE HIGH PRESSURE NATURAL GAS FACILITIES
OLD TAR ROAD STATION CONSTRUCTION**

has recently been awarded to Bidder by the Owner at and for a total price of _____ AND 00/100 (\$ _____) named in the Bidder's Proposal attached hereto;

AND WHEREAS, it was provided in said award that a formal Contract would be executed by and between Bidder and Owner, evidencing the terms of said award, and that Bidder would commence the work to be performed under this agreement on a date to be specified in a written order of Owner, and would fully complete all work thereunder no later than 120 days from the date of contract.

NOW, THEREFORE, Bidder doth hereby covenant and agree with Owner that it will well and faithfully perform and execute such work and furnish such work and furnish such materials and equipment in accordance with each and every one of the conditions, covenants, stipulations, terms, and provisions contained in said Specifications in accordance with the Plans, at the total price named therefore in the Bidder's Proposal attached hereto, and will well and faithfully comply with and perform each and every obligation imposed upon it by said Plans and Specifications and the terms of said award.

Bidder shall promptly make payments to all laborers and others employed thereon.

Bidder shall be responsible for all damages to the property of the owner that may be consequent upon the normal procedure of its work or that may be caused by or result from the negligence of Bidder, its employees, or agents during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. Bidder must restore all property so injured to a condition as good as it was when Bidder entered upon the work.

By execution of this Contract, both parties acknowledge the following conditions as a part of their respective obligations:

- a) Governing Law – This Contract shall be construed and enforced in accordance with the law of the State of North Carolina. All parties agree to the jurisdiction of the Courts of North Carolina with respect to an action or dispute arising between the parties.

- b) Further Assurances – The parties hereto agree to execute and deliver any and all papers and documents which may be necessary to carry out the terms of this Contract.
- c) Entire Contract – This Contract (including materials incorporated herein by reference) constitutes the entire agreement between the parties hereto and there are no agreements, representations, or warranties which are not set forth herein. All prior negotiations, agreements, and understandings are superseded hereby. This Contract may not be amended or revised except by a writing signed by all parties hereto. This Contract shall be construed and interpreted without any presumption either for or against the party who caused its preparation.
- d) Binding Effect – This Contract shall be binding upon an inure to the benefit of the heirs, legal representatives, successors and assigns of the respective parties hereto, provided that this Contract and all rights hereunder may not be assigned by any party hereto without the written consent of the other party.
- e) Time of Performance – Time is of the essence with regard to the performance of this Contract.
- f) Survivability – The terms of this Contract shall survive execution and delivery of any deeds or bills of sale called for hereunder.
- g) Headings – The headings in the paragraphs of this Contract are inserted for convenience only and do not constitute a part hereof.

Bidder shall furthermore be responsible for and required to make good at its expense any and all damages of whatever nature to persons or property arising during the period of the Contract caused by carelessness, neglect, or want of due precaution on the part of Bidder, its agents, employees, or workmen. Bidder shall also indemnify and save harmless the Owner, and the officers and agents thereof, from all third party claims, suits, and proceedings of every name and description which may be brought against the Owner, or the officers and agents thereof, for or on account of any injuries or damages to persons or property received or sustained by any person or persons, firm, or corporation, by or in consequence of any materials used in said work, to the extent caused by the negligence of Bidder, its agents, employees, servants, or workmen.

It is agreed and understood that the Notice to Prospective Bidders, Definitions, Instructions to Bidders, and Technical Specifications, the accepted Bidder's Proposal, and the enumerated addenda are incorporated in this Contract by reference and are an integral part thereof as set forth herein.

And the Owner doth hereby covenant and agree with Bidder that it will pay to Bidder, when due and payable under the terms of said Specifications and said award, the above-mentioned sum; and that it will well and faithfully comply with and perform each and every obligation imposed upon it by said Specifications and the terms of said award.

Bidder shall, upon completion of all work awarded under this Contract, furnish to the Owner invoices or copies of invoices for all materials purchased for said work; and such invoices shall state the amount of North Carolina sales tax paid for said materials. Bidder shall also furnish the Owner and affidavit certifying the total costs of materials purchased for all work performed under the Contract and the total amount of state sales tax paid for said materials.

Whenever used herein, the singular shall include the plural, the plural the singular, and the use of any genders shall be applicable to all genders as the context may require.

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PROVIDE CURRENT LIABILITY INSURANCE CERTIFICATE(S)

Section I General Instructions, 23. Contractor's Insurance

COVERAGES:

1. Workmen's Compensation Insurance shall include all of the Bidder's employees employed at the site of the project under his contract. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workmen's Compensation Statute, the Bidder shall provide adequate coverage for the protection of his employees not otherwise protected.
2. Public Liability and Property damage Insurance shall be in such amounts as to adequately protect the Owner and the Bidder from claims for damages for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this Contract, whether such operations be by himself or by anyone directly or indirectly employed by him. The amount of such insurance shall be for the following:
 - 2.1. Public Liability Insurance for bodily injury or death \$1,000,000 per one person, and \$2,000,000 for each accident.
 - 2.2. Property Damage Insurance \$2,000,000 for each accident and \$2,000,000 aggregate for accidents during the policy period.
3. Motor Vehicle Liability Insurance shall be for the following amounts:
 - 3.1. Bodily injury or death \$1,000,000 for one person and \$2,000,000 for each accident.
 - 3.2. Property damage is \$2,000,000 for each accident.

Copies of Certificates of Insurance for all aforementioned policies shall be furnished by the Bidder and shall be attached to the respective pages of the Contract Agreement at the time of signing.

It shall be understood that the above required insurance shall not be canceled or changed until thirty (30) days after written notice of such termination or alteration has been sent by registered mail to the certificate holder. Each certificate must not terminate before the contract completion date.

CERTIFICATE HOLDER:

Greenville Utilities Commission
401 South Green Street
Greenville, NC 27835-1847
Contact: Mr. Cleve Haddock, CLGPO
Phone: 252-551-1533

IN TESTIMONE WHEREOF, Bidder and Owner have duly signed and sealed this Contract.

BIDDER:

(Imprint Corporate Seal
Below this line)

_____ (SEAL)

By _____ (SEAL)

Title _____

ATTEST:

By: _____

Title: _____

**GREENVILLE UTILITIES COMMISSION
(GUC) OF THE CITY OF GREENVILLE,
PITT COUNTY, NORTH CAROLINA**

By _____
Anthony C. Cannon

Title _____
General Manager/CEO

ATTEST:

By: _____
Amy Wade

Title: _____
Executive Secretary

APPROVED AS TO FORM AND LEGALITY:

By: _____
Phillip R. Dixon

Title: _____
General Counsel

CERTIFICATE OF ATTORNEY
GREENVILLE UTILITIES COMMISSION (GUC)
OF THE CITY OF GREENVILLE,
PITT COUNTY, NORTH CAROLINA

This is to certify I have examined the attached Contract Documents, and after such examination I am of the opinion that such Documents conform to the laws of the State of North Carolina, the execution of the Contract is in due and proper form, the representatives of the respective contracting parties have full power and authority to execute such contract on behalf of the respective contracting parties, and the foregoing agreements constitute valid and binding obligations on such parties.

By: _____
Phillip R. Dixon

Title: _____
General Counsel

Date: _____

This instrument has been pre-audited in the manner required by the local Government Budget and Fiscal Control Act.

By: _____
Jeff W. McCauley

Title: _____
Chief Financial Officer

Date: _____

GREENVILLE UTILITIES COMMISSION
GREENVILLE, NORTH CAROLINA

MULTIPLE HIGH PRESSURE NATURAL GAS FACILITIES – STATION CONSTRUCTION CONTRACT
FOR OLD TAR ROAD

FORM OF PROPOSAL
(Provide two (2) copies)

Respectfully submitted this _____ day of _____, 2022.

OWNER:	BIDDER:	
Greenville Utilities Commission 401 South Greene Street Greenville, North Carolina 27834 P.O. Box 1847 Greenville, North Carolina 27835 Mr. Cleve Haddock, CLGPO Procurement Manager Office: 252-551-1533 Cell: 252-551-3302		
	NAME	TITLE
	STREET ADDRESS	
	CITY/STATE/ZIP	
	PHONE:	
	FAX:	
	EMAIL:	
	SIGNATURE	

TERMS AND CONDITIONS

1. The undersigned, hereafter called the Contractor, hereby declares that the only person or persons interested in this Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.
2. The Contractor further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the locations where the work is to be done; that he has examined the Technical Specifications for the work and Contract Documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.
3. The Contractor proposes and agrees, if this Proposal is accepted, to contract with the Owner in the form of Contract specified, to furnish all necessary labor, equipment, and materials, except materials and equipment specified to be furnished by the Owner, required for the installation of the station, complete in accordance with the Plans, Specifications and Contract Documents, to the full and entire satisfaction of the Owner with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and Contract Documents, as filed on Change Order forms. No changes in work shall begin without prior written approval by the Owner or its representative Engineer.
4. The Bid Schedule is subject to the following terms and conditions which, by reference, are made a part of this Proposal.
5. The prices of materials set forth herein do not include any sums which are or may be payable by the Contractor on account of North Carolina Sales Tax upon the sale, purchase, or use of the materials hereunder, the amount thereof shall be added to the purchase price and paid by the Owner after the Contractor has ascertained the actual sales tax to be included in the Contract price.
6. The prices quoted in the Proposal shall be firm unless otherwise clearly noted in the Proposal.
7. The price quoted includes delivery FOB gate station site of any equipment and materials and complete installation at Old Tar Road Gate Station site. The prices of the equipment and installation set forth herein shall include the cost of delivery at the Contractor's risk to the site.
8. The Contractor shall provide the Owner quoted prices on a per-hour basis, for various personnel and equipment, assuming a normal work week as being forty (40) hours.

9. The Contractor shall state his normal work week for the project:
Five (5), eight (8) hour days (Monday through Friday)
Four (4), ten (10) hour days (Monday through Thursday)
Other,
10. Work on weekends or generally accepted holidays will only be allowed if specific outage arrangements are required, or if the Contractor falls behind in meeting the project's scheduled completion date. If the Contractor deems this necessary, he must receive the Owner's written approval five (5) business days prior to beginning the revised work scheme.
11. The time of completion for this project is of the essence.
12. The Contractor shall submit a proposed project construction schedule with the Proposal for review and approval by the Owner and Engineer. The targeted date for completion is June 3, 2021. If this date is not possible, please present an alternate date.
13. The time for delivery and installation shall be extended for the period of any reasonable delay due exclusively to causes beyond the control and without fault of the Contractor, including acts of God, fires, floods, strikes, and delay in transportation.
14. The Contractor will not be paid for inclement weather days or for travel time to and from the job site, unless expressly requested by the Contractor as a written stipulation to his original Proposal.
15. The Contractor-furnished materials shall conform to the "Technical Specifications" attached hereto and made a part hereof.
16. Title to the materials furnished by the Contractor shall pass to the Owner upon completion of the installation at the point above specified.
17. This Proposal is made pursuant to the provisions of the Notice and Instructions to Bidders, the Specifications, and the Contractor agrees to the terms and conditions thereof.
18. The Contractor warrants the accuracy of all statements contained in the Bidders Qualifications, if any shall be submitted, and agrees that the Owner shall rely upon such accuracy as a condition of the Contract if this Proposal is accepted.
19. The Contractor warrants that the Contractor-furnished Materials will conform to the performance data and guarantees attached which, by this reference, are made a part of this Proposal. Any exceptions or deviations from the Plans and Specifications must be clearly stated in the Proposal to warrant consideration.

20. The Contractor assumes liability for the proper care, handling, storage, and security of all materials furnished to the Contractor by the Owner for the project.
21. The undersigned further agrees that in case of failure on his part to execute said Contract within ten (10) consecutive calendar days after written notice has been given of the Award of the Contract, bid security accompanying this bid, and the monies payable thereon, shall be paid into the funds of the Owner's account set aside for this project, as liquidated damages for such failure, otherwise, the check, cash, or Bid Bond accompanying the Proposal shall be returned to the undersigned.
22. The Contractor shall maintain during the project and shall provide the Owner/Engineer one (1) complete set of "as-constructed" drawings upon the completion of the project.
23. The Contractor warrants that it possesses Public Utilities Contractor's License for the State of North Carolina. A copy of the license shall be included in this Form of Proposal.
24. The Contractor shall submit, in the Form of Proposal, the proposed project management staff, i.e., project manager, site superintendent, general foreman, etc. The qualifications / work experience level of the Bidder's proposed work force shall be included as well. The Contractor shall provide evidence of a minimum of 60% of the proposed work force having five (5) years or more tenure with the Bidder's firm. If other personnel are assigned to the project, similar information will be required prior to construction assignment.
25. The Contractor shall provide a list of recent projects of similar complexity, along with the Owner and contact information of the representative who was reported to directly.
26. If the proposed staff along with their qualifications is not provided, the bid may be subject to non-compliance, thus, making it unacceptable.
27. The Contractor shall provide a list of subcontractors (if any) in the proposal and their respective support services which will be used by the Contractor when undertaking this project. All subcontractors will be subject to review and approval by the Owner.
28. A mandatory pre-construction meeting will be scheduled at a later time based on the construction schedule.
29. Uniform Guidance: Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

INSERT

ADDENDA / CLARIFICATIONS / BULLETINS

Section I General Instructions, 6. Bulletins and Addenda

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Date: _____

GREENVILLE UTILITIES COMMISSION
PROPOSAL FORM
OLD TAR ROAD STATION CONSTRUCTION

Bidder's Name: _____

The undersigned bidder hereby declares that it has carefully examined the enclosed detailed specifications for furnishing GUC with the below listed item(s). The undersigned bidder further agrees, if this proposal is accepted within thirty (30) days from the date of the opening, to furnish any or all of the item(s) upon the quoted price.

ITEM NO.	DESCRIPTION	TOTAL PRICE
I	Equipment Foundation	\$ _____
II	AC Mitigation Installation	\$ _____
III	Equipment, Piping, and Instrument and Electrical Installation	\$ _____
IV	Mechanical and Electrical Tie-Ins	\$ _____
V	Commissioning and Gas-Up Site Facilities	\$ _____
VI	Final Station Atmospheric Corrosion Prevention	\$ _____
VII	Final Station Stone and Grading	\$ _____
VIII	Final Station Fence Installation	\$ _____
VI	Maintenance of Erosion and Sedimentation Controls	\$ _____
	TOTAL BID	\$ _____

Method of Award: GUC will award this bid as a total bid.

Complete and Check All Math: It is the responsibility of the Bidder to extend bid prices and supply a total for all item(s).

Vendor Name: _____

GREENVILLE UTILITIES COMMISSION

EXCEPTION/VARIATION FORM

Specifications for: Multiple High Pressure Natural Gas Facilities – Station Construction

Provider’s Certification: This is to certify that it is our intent to furnish equipment, material, services, etc. in absolute compliance with the bid specification except where expressly noted below.

Instructions: List all exceptions or variations to these bid specifications. Providers shall identify each exception or variation by specification page. The omission of exception or variation information shall be deemed by the Commission as the Provider’s intent to absolutely comply with the bid specification. If additional space is required, Provider may reproduce this form as necessary.

<u>Page #</u>	<u>Exception/Variation</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Authorized Signature of Certification: _____

Print Name: _____

Firm Represented: _____

Address: _____

INSERT

PROPOSED CONSTRUCTION SCHEDULE

General Instructions, 19. Completion Terms and Conditions – Item 12

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INSERT

CERTIFICATE(S) OF INSURANCE

General Instructions, 23. Contractor's Insurance

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CONTRACTOR'S LICENSE

***General Instructions, 25. Contractor's License
Terms and Conditions – Item 23***

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EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

General Conditions, 17. Equal Employment Opportunity

The Contractor shall include the provisions of the Equal Employment Opportunity, as found in General Conditions section, in every Subcontract unless exempted by rules, regulations, or orders of the Owner so that such provisions will be binding upon each Subcontractor.

Bidder: _____

By: _____

Date: _____

Special Instructions to Bidders

**City of Greenville/Greenville Utilities Commission
Minority and/or Women Business Enterprise (M/WBE) Program**

**GUC
Construction Guidelines and Affidavits
\$100,000 and above**

These instructions shall be included with each bid solicitation.

**City of Greenville/Greenville Utilities Commission
Minority and/or Women Business Enterprise Program**

\$100,000 and Construction Guidelines for M/WBE Participants

Policy Statement

It is the policy of the City of Greenville and Greenville Utilities Commission to provide minorities and women equal opportunity for participating in all aspects of the City’s and Utilities’ contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchases, and professional and personal service contracts.

Goals and Good Faith Efforts

Bidders responding to this solicitation shall comply with the M/WBE program by making Good Faith Efforts to achieve the following aspiration goals for participation.

	GUC	
	MBE	WBE
Construction This Goal includes Construction Manager at Risk	7%	4%

Bidders shall submit M/WBE information with their bids on the forms provided. This information will be subject to verification by GUC prior to contract award. **As of July 1, 2009, contractors, subcontractors, suppliers, service providers, or M/WBE members of joint ventures intended to satisfy GUC M/WBE goals shall be certified by the NC Office of Historically Underutilized Businesses (NC HUB) only.** Firms qualifying as “WBE” for GUC’s goals must be designated as a “women-owned business” by the HUB Office. Firms qualifying as “MBE” for GUC’s goals must be certified in one of the other categories (i.e.: Black, Hispanic, Asian American, American Indian, Disabled, or Socially and Economically Disadvantaged). Those firms who are certified as both a “WBE” and “MBE” may only satisfy the “MBE” requirement. A complete database of NC HUB certified firms may be found at <http://www.doa.nc.gov/hun/>. An internal database of firms who have expressed interest to do business with the City and GUC is available at www.greenvillencmwbe.org. However, the HUB status of these firms must be verified by the HUB database. GUC shall accept NCDOT certified firms on federally funded projects only. Please note: A contractor may utilize any firm desired. However, for participation purposes, all M/WBE vendors who wish to do business as a minority, or a female must be certified by NC HUB.

The Bidder shall make good faith efforts to encourage participation of M/WBEs prior to submission of bids in order to be considered as a responsive bidder. Bidders are cautioned that even though their submittal indicates they will meet the M/WBE goal, they should document their good faith efforts and be prepared to submit this information, if requested.

The M/WBE's listed by the Contractor on the **Identification of Minority/Women Business Participation** which are determined by the GUC to be certified shall perform the work and supply the materials for which they are listed unless the Contractors receive prior authorization from the GUC to perform the work with other forces or to obtain materials from other sources.

If a contractor is proposing to perform all elements of the work with his own forces, he must be prepared to document evidence satisfactory to the owner of similar government contracts where he has self-performed.

The Contractor shall enter into and supply copies of fully executed subcontracts with each M/WBE or supply signed Letter(s) of Intent to the Project Manager after award of contract and prior to Notice to Proceed. Any amendments to subcontracts shall be submitted to the Project Manager prior to execution.

Instructions

The Bidders Shall Provide with the bid the following documentation:

Identification of Minority/Women Business Participation
(if participation is zero, please mark zero – Blank forms will be considered nonresponsive)

Affidavit A (if subcontracting)

OR

Identification of Minority/Women Business Participation
(if participation is zero, please mark zero – Blank forms will be considered nonresponsive)

Affidavit B (if self-performing; must attest that bidder does not customarily subcontract work on this type of project – includes supplies and materials)

Within 72 hours or 3 business days after notification of being the apparent low bidder who is subcontracting anything must provide the following information:

Affidavit C (if aspirational goals are met or are exceeded)

OR

Affidavit D (if aspirational goals are not met)

After award of contract and prior to issuance of notice to proceed:

Letter(s) of Intent or Executed Contracts

****With each pay request, the prime contractors will submit the Proof of Payment Certification, listing payments made to M/WBE subcontractors.**

*****If a change is needed in M/WBE Participation, submit a Request to Change M/WBE Participation Form. Good Faith Efforts to substitute with another M/WBE contractor must be demonstrated.**

Minimum Compliance Requirements:

All written statements, affidavits, or intentions made by the Bidder shall become a part of the agreement between the Contractor and the GUC for performance of contracts. Failure to comply with any of these statements, affidavits or intentions or with the minority business guidelines shall constitute a breach of the contract. A finding by the GUC that any information submitted (either prior to award of the contract or during the performance of the contract) is inaccurate, false, or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the GUC whether to terminate the contract for breach or not. In determining whether a contractor has made Good Faith Efforts, the GUC will evaluate all efforts made by the Contractor and will determine compliance regarding quantity, intensity, and results of these efforts.

Greenville Utilities Commission AFFIDAVIT A – Listing of Good Faith Efforts

County of _____

(Name of Bidder)

Affidavit of _____

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

1 – (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government-maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.

2 – (10 pts) Made the construction plans, specifications and requirements available for review for review by prospective minority businesses or providing these documents to them at least 10 days before the bids are due.

3 – (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.

4 – (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.

5 – (10 pts) Attended Prebid meetings scheduled by the public owner.

6 – (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.

7 – (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.

8 – (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder’s suppliers in order to help minority businesses in establishing credit.

9 – (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.

10 – (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

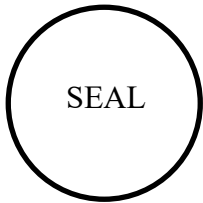
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the identification of Minority/Women Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d). Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority/women business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20_____

Notary Public _____

My Commission expires _____

Greenville Utilities Commission - AFFIDAVIT B - Intent to Perform Contract with Own Workforce

County of _____

Affidavit of _____
(Name of Bidder)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type of project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20_____

Notary Public _____

My commission expires _____

Greenville Utilities Commission – AFFIDAVIT C – Portion of the Work to be Performed by M/WBE Firms

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by M/WBE businesses as defined in GS143-128.2(g) and the COG/GUC M/WBE Plan sec. III is equal to or greater than 11% of the bidder’s total contract price, then the bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification.

Affidavit of _____ I do hereby certify that on the
(Name of Bidder)

(Project Name)

Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises and a minimum of _____% of the total dollar amount of the contract with women business enterprises. Minority/women businesses will be employed a construction subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following firms listed below.

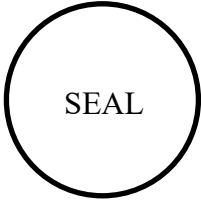
Name and Phone Number	*M/WBE Category	Work Description	Dollar Value

*M/WBE categories: Black, African American (**B**), Hispanic, Latino (**L**), Asian American (**A**), American Indian (**I**), Female (**F**), Socially and Economically Disadvantaged (**S**), Disabled (**D**)

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with M/WBE Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

Greenville Utilities Commission – AFFIDAVIT D – Good Faith Efforts

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder)

If the goal of 11% participation by minority/women business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of _____ I do hereby certify that on the
(Name of Bidder)

_____ (Project Name)

Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises and a minimum of _____% of the total dollar amount of the contract with women business enterprises. Minority/women businesses will be employed a construction subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following firms listed below.

Name and Phone Number	*M/WBE Category	Work Description	Dollar Value

*M/WBE categories: Black, African American (B), Hispanic, Latino (L), Asian American (A), American Indian (I), Female (F), Socially and Economically Disadvantaged (S), Disabled (D)

Examples of documentation required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible, responsive sub-bidder, copies of quotes received from all firms submitting quotes for that subcontract.

- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with M/WBE Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

**LETTER OF INTENT
M/WBE Subcontractor Performance**

Please submit this form or executed subcontracts with M/WBE firms after award of contract and prior to issuance of notice to proceed.

PROJECT: _____
(Project Name)

TO: _____
(Name of Prime Bidder/Architect)

The undersigned intends to perform work in connection with the above project as a:

____ Minority Business Enterprise ____ Women Business Enterprise

The M/WBE status of the undersigned is certified by the NC Office of Historically Underutilized Businesses (required). ____ Yes ____ No

The Undersigned is prepared to perform the following described work or provide materials or services in connection with the above project at the following dollar amount:

Work/Materials/Service Provided	Dollar Amount of Contract	Projected Start Date	Projected End Date

(Date)

(Address)

(Name & Phone No. of M/WBE Firm)

(Name & Title of Authorized Representative of M/WBE)

(Signature of Authorized Representative of M/WBE)

REQUEST TO CHANGE M/WBE PARTICIPATION

Submit changes only if notified as apparent lowest bidder, continuing through project completion)

Project: _____

Bidder or Prime Contractor: _____

Name & Title of Authorized Representative: _____

Address: _____ **Phone #:** _____

_____ **Email Address:** _____

Total Contract Amount (including approved change orders or amendments): \$ _____

Name of Subcontractor: _____

Good or service provided: _____

Proposed Action:

- _____ Replace subcontractor
- _____ Perform work with own forces

For the above actions, you must provide one of the following reasons (Please check applicable reason):

_____ The listed MBE/WBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract.

_____ The listed MBE/WBE is bankrupt or insolvent.

_____ The listed MBW/WBE fails or refuses to perform his/her subcontract or furnish the listed materials.

_____ The work performed by the listed subcontractor is unsatisfactory according to industry standards and is not in accordance with the plans and specifications; or the subcontractor is substantially delaying or disrupting the progress of the work.

Proof of Payment Certification
M/WBE Contractors, Suppliers, Service Providers

Project Name: _____ Pay Application No. _____

Prime Contractor: _____ Purchase Order No. _____

Current Contract Amount (including change orders): \$ _____

Requested Payment Amount for this Period: \$ _____

Is this the final payment? Yes No

Firm Name	*M/WBE Category	Total Amount Paid from this Pay Request	Total Contract Amount (including changes)	Total Amount Remaining

*M/WBE categories: Black, African American (**B**), Hispanic, Latino (**L**), Asian American (**A**), American Indian (**I**), Female (**F**), Socially and Economically Disadvantaged (**S**), Disabled (**D**)

Date: _____

Certified By: _____

Name

Title

Signature

PROPOSED PROJECT MANAGEMENT STAFF

Terms and Conditions – Item 24

Title/Function	Name	Years with Firm	Total Years Experience

CONTRACTOR HAS DOES NOT HAVE SIXTY PERCENT (60%) OF PROPOSED WORK FORCE WITH FIVE (5) YEARS CONTINUOUS SERVICE WITH BIDDER'S FIRM

REFERENCES

Terms and Conditions – Item 25

CONTACT INFORMATION FOR RECENT SIMILAR PROJECTS

Owner Name	Project Description	Contact Name and Phone Number

LIST OF SUBCONTRACTORS

Terms and Conditions – Item 27

SUBCONTRACTOR	PROPOSED WORK TO BE PERFORMED

LETTER OF COMPLIANCE TO E-VERIFY
for Greenville Utilities Commission

1. I have submitted a bid for contract or desire to enter into a contract with the Greenville Utilities Commission;

2. As part of my duties and responsibilities pursuant to said bid and/or contract, I affirm that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
 - a. ____ After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

 - b. ____ I employ less than fifteen (15) employees in the State of North Carolina.

3. As part of my duties and responsibilities pursuant to said bid and/or contract, I affirm that to the best of my knowledge and subcontractors employed as a part of this bid and/or contract, are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
 - a. ____ After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retains the record of the verification of work authorization while the employee is employed and for one year thereafter; or

 - b. ____ Employ less than fifteen (15) employees in the State of North Carolina.

Specify subcontractor: _____

_____ (Company Name)

By: _____ (Typed Name)

_____ (Authorized Signatory)

_____ (Title)

_____ (Date)

LETTER OF COMPLIANCE TO THE
IRAN DIVESTMENT ACT CERTIFICATION

Name of Vendor or Bidder: _____

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 143C-6A-5(a)**

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

Signature Date

Printed Name Title

BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT WE _____

_____ as Principal, and _____ as Surety, who is duly licensed to act as Surety in North Carolina, are held and firmly bound unto the Greenville Utilities Commission, Greenville, NC, as Obligee, in the penal sum of _____ DOLLARS (\$ _____) (5% Bid Bond), lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, successors and assigns, jointly and severally, firmly by these present.

SIGNED, Sealed and dated this _____ day of _____, 2022.

WHEREAS, the said Principal is herewith submitting a Proposal for

MULTIPLE HIGH PRESSURE NATURAL GAS FACILITIES – STATION CONSTRUCTION

and the Principal desires to file this Bid Bond in Lieu of making the cash deposit as required by the bidding documents contained herein;

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such that if the principal shall be awarded the Purchase Order for which the bid is submitted and shall accept the Purchase Order within ten (10) days after the award of same to the principal, then this obligation shall be null and void; but if the principal fails to so accept such purchase order as required by the bidding documents contained herein, the Surety shall, upon demand, forthwith pay to the Obligee the amount set forth in the first paragraph hereof, and upon failure to forthwith make such payment, the Surety shall pay the Obligee an amount equal to double the amount of this Bid Bond as set forth in the first paragraph hereof. Power of Attorney from the Surety to its Attorney in-Fact is attached hereto.

Principal

By _____ (SEAL)

Corporate Surety

By _____ (SEAL)

PERFORMANCE BOND/PAYMENT BOND

Date of Execution: _____

Name of Principal: _____

(Contractor) _____

Name of Surety: _____

Name of Contracting
Body: _____

Amount of Bond: _____

Project: _____

KNOW ALL THESE MEN BY THESE PRESENT, That We, the Principal and Surety above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal entered into a certain Contract with the Contracting Body, identified as shown above and hereto attached.

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions there of that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under the several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed, and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in five (5) counterparts.

Witness:

CONTRACTOR:

(Proprietorship or Partnership)

(Trade or Corporate Name)

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

(Corporate Secretary or
Assistant Secretary Only)

(CORPORATE SEAL)

Witness:

SURETY COMPANY:

Countersigned:

By: _____

Title: _____

(Attorney-in-Fact)

N.C. Licensed Resident Agent

(Name and Address – Surety Agent)

(SURETY SEAL)

Surety Company Name and N.C.
Regional or Branch Office Address

SPACE FOR ATTACHING POWER OF ATTORNEY
(Performance Bond)

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TECHNICAL SPECIFICATIONS

MULTIPLE HIGH PRESSURE NATURAL GAS FACILITIES – STATION CONSTRUCTION

1. GENERAL

1.1 Scope of work

The work included under this Contract shall include supplying all necessary materials not supplied by the Greenville Utilities Commission [GUC], labor and equipment to install the high pressure natural gas facility and all necessary appurtenances as specified herein and detailed on the Plans and/or as designated by the GUC.

The work included under this contract includes the AC mitigation, equipment piping and instrument and electrical installation, mechanical and electrical tie-ins, commissioning and gas-up of site facilities, coating of bare pipe and fittings, grading and installation of stone, installation of fencing, maintaining the erosion and sedimentation controls, and associated concrete work for pipe supports and foundations for station construction and SCADA equipment installation.

The GUC reserves the right to add to or delete from the work once the CONTRACTOR has mobilized. This work must be performed in the order directed by the ENGINEER. The GUC also reserves the right to extend the term of the Contract to allow for completion of any additional work added to this Contract.

Award of this Contract shall in no way restrict the GUC from using its own construction crews or from hiring additional CONTRACTORS to perform the same or similar type work.

1.2 Compliance

The CONTRACTOR shall comply with all provisions of the latest version of GUC's Operation and Maintenance Plan and CFR Title 49, Part 192.

1.3 Proposer Qualifications

1.3.1 To demonstrate Proposer's qualifications to perform the Work, Proposer shall submit with Proposal (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:

1. Each Proposal must contain evidence of Proposer's qualification to do business in North Carolina or covenant to obtain such qualifications prior to award of the Contract.
2. Each Proposal must contain evidence of the Proposer's North Carolina Contractor licensing required for this project.

3. Each Proposal must include a copy of the Proposer’s Safety Performance over the past 3 years, including but not limited to, Total Recordable Injury Rate and Days Away from Work or Restricted.
4. Subcontractor qualification information; coordinate with provisions of Article 12 of these Instructions, “Subcontractors, Suppliers, and Others.”
5. Proof of five (5) years of recent and current experience with similar natural gas main or pipeline projects constructed under the requirements of Title 49, Part 192, having similar sized steel pipe, and including horizontal directional drilling.
6. Minority and/or Women Business Enterprise Program.
 - a. Refer to SECTION D – Special Instructions to Proposers for the project MBE/WBE goals related requirements.

1.3.2 A Proposer’s failure to submit required qualification information within the times indicated may disqualify Proposer from receiving an award of the Contract.

1.3.3 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Proposer’s qualifications.

1.3.4 Proposer is advised to carefully review those portions of the Proposal Form requiring Proposer’s representations and certifications.

1.3.5 OPERATOR QUALIFICATIONS

- a. Successful Proposer will be required to meet the Greenville Utilities Commission Operator Qualification requirements for all covered tasks included in the Work under this Contract.

1.4 Operator Qualification [OQ]

CONTRACTORS are required to provide a current copy of the Company’s Operator Qualification [OQ] Plan for natural gas distribution and facility work prior to award of the Contract. Copies of all employee OQ qualifications shall be provided to the GUC prior to beginning the work. The OQ written plan and employee records shall be in accordance with Title 49 of the Code of Federal Regulations, Chapter I, Part 192 [49 CFR 192], Subtitle N, “Qualification of Pipeline Personnel.” Qualification documentation shall be provided for all new employees prior to performing work on the GUC’s natural gas system. The GUC may, at its discretion, accept the provisions of a CONTRACTOR’s Plan. CONTRACTORS shall make available, upon request, written records of their employee’s qualifications. At a minimum these records shall include:

- Identification of qualified individual[s]
- Identification of covered task[s] each individual is qualified to perform
- Date that current qualification was received
- Method of evaluation used to obtain qualification
- Name of individual or organization for each covered task

- Training program outlines and materials
- List of non-qualified individuals that will be performing tasks on behalf of the GUC while under the direction of a contract qualified individual.

1.5 **Drug Testing**

Any and all employees of the CONTRACTOR who will be involved with the installation of the natural gas facility construction and maintenance operations required by this contract shall be required to participate in an anti-drug/drug testing program. This program shall be administered in accordance with Title 49 of the Code of Federal Regulations, Chapter I, Part 199 [49 CFR 199], "Drug Testing," and Subtitle A, Part 40, "Procedures for Transportation workplace Drug Testing Programs." The program must have been in force for no less than 12 months and the CONTRACTOR must show proof of enforcement to the Owner.

The CONTRACTOR shall furnish the GUC with documentation of participation in a qualified drug-testing program (Contractor shall provide a Anti-Drug and Alcohol Program and the Contractors previous 3 years of PHMSA MIS Forms, if applicable). Prior to the performance of any fusion, welding and/or tie-in operations, a negative [no evidence of drug use] test must be documented for all employees who will be involved with these operations.

1.6 **Pre-Proposal Conference**

A pre-proposal conference will be held on at 10:00 AM, September 7, 2022 in the Engineering & Operations Conference Room, 3355 NC 43 North, for the purposes of explaining the Scope of work and answering questions related to the project.

1.7 **Bonds**

1.7.1 **Bid Bond**

A bid bond in the amount of five percent [5%] of the total proposal is required per Bonds of the General Conditions. The Bid Bond shall be submitted with the Bid Form on or prior to the date and time set for proposal opening.

1.7.2 **Performance Bond**

The successful Proposer shall be required to provide a performance and payment bond in the amount of one hundred percent [100%] of the contract price per Bonds of the General Conditions.

The bond shall be executed with the Contract and delivered to the GUC within ten [10] days after the date of official Notice of Award.

1.8 **Insurance**

See Insurance of the General Conditions.

1.9 **Work Hours**

Works hours shall be coordinated and scheduled with the GUC. The CONTRACTOR will not be allowed to gain access to any gate station site without the presence of GUC personnel or designated Inspector. The CONTRACTOR will typically be allowed to work from 7:00am to 5:30pm on Monday through Friday.

Work after 5:30pm [night work] is not included in the Contract normal working hours and will not typically be allowed. Occasional work after the normal work hours provided for in this section may be allowed with the GUC's approval, but is not an expressed privilege of the Contract. The GUC may, upon the request of the CONTRACTOR, allow night work with the understanding that the work as described above is being performed entirely for the convenience of the CONTRACTOR, as long as a GUC inspector is available to be onsite and no other GUC personnel are required to be available for assistance. If the CONTRACTOR chooses to perform the night work for his convenience, all additional costs, without exception, to the CONTRACTOR including labor, rental equipment, etc., will not be considered a basis for additional compensation to the CONTRACTOR.

Weekend work is not included in the Contract normal working hours and the CONTRACTOR will not be allowed to perform any work required by the Contract except for cleanup.

The following holidays are observed by the GUC and work by the CONTRACTOR on these days, other than cleanup, will not be allowed:

- September, 5 [2022] – Labor Day
- November, 11 [2022] – Veterans Day
- November, 24-25 [2022] – Thanksgiving
- December, 23-26 [2022] – Christmas
- January, 1 [2023] – New Year's
- January, 16 [2023] – Martin Luther King, Jr. Day
- April, 7 [2023] – Good Friday

1.10 Time for Completion

If awarded the Contract, the CONTRACTOR shall agree to commence the work covered by these Specifications within ten [10] calendar days after receipt of the written "Notice to Proceed" from the Owner or as mutually agreed upon by both parties and to fully complete the work within one hundred and twenty [120] consecutive calendar days.

Considerations for holidays and inclement weather have been included in the development of the Time for Completion and no extension of the Contract Period will be allowed for weather related downtime, unless the downtime related to inclement weather exceeds the above 10-Year Normals for the Greenville area as recorded by the Greenville Water Treatment Plant.

The GUC may grant to the CONTRACTOR an extension of the Contract Period for additional work resulting from any modification[s] to the scope of the project, for delays caused by the GUC or for other reasons beyond the control of the CONTRACTOR which in the GUC's judgment would justify such extension. A request for a time extension shall be made within seven [7] calendar days following any event causing a delay.

No extension of the Contract Period will be allowed when the actual installed quantities as described in the original contract [Plans and Specifications] are less than twenty-five [25] percent in excess of the estimated Contract quantities. If the CONTRACTOR is requested by the GUC to install facilities that are not described in the original contract, then the CONTRACTOR shall submit a written request for an extension of time to complete the work. The GUC will review the request for additional time and make a determination at that time, or defer to a later date within the Contract Period, as to the allowance for additional Contract Time. If the GUC determines that additional Contract Time is justified, then the GUC shall make a determination for the length of extension allowed.

The assessment of liquidated damages for failure to complete the work within the Contract Period shall not constitute a waiver of the GUC's right to collect any additional damages that the GUC may sustain by failure of the CONTRACTOR to carry out the terms of the Contract.

1.11 Project Manager

Mr. Dillon E. Wade, P.E., with the GUC [(252)-551-1594] is the designated Project Manager.

1.12 Inspection

The GUC and the Inspector[s] shall have access to the work at all times. The Inspector[s] will be on site to inspect the piping configuration, gas fired water bath heater foundations and all welds prior to pressure testing the facilities. The GUC shall be present for all special testing or approval of the work that is required by the Specifications, the GUC's instructions, laws, ordinances, or any public authority.

The GUC, in order to be present, shall be given 72 hours notice prior to any required testing or approval. The CONTRACTOR shall have no claim against the GUC for time or monies when sufficient notice is not given.

The GUC may require re-examination of any of the work. If required, the CONTRACTOR shall provide all labor and equipment necessary to expose the any of the work. If the work is determined to be in accordance with the Specifications, the GUC will pay the costs of re-examination and replacement. If the work is not in accordance with the Specifications, the CONTRACTOR shall pay such costs.

Inspector[s] will be stationed at the work site to inspect welds and report to the GUC as to the progress of the work, the manner in which it is being performed, and also to report whenever it appears that the materials furnished by either the GUC or the CONTRACTOR or the work performed by the CONTRACTOR fails to meet the requirements of the Plans or Specifications.

If a dispute arises between the Inspector and the CONTRACTOR as to the materials furnished or to the manner of performing the work, the Inspector shall have the authority to reject the questionable materials or suspend the work until the issue can be referred to and a decision can be made by the GUC. Inspectors are not allowed to revoke, alter, enlarge, relax or release any requirements of these Specifications or to issue instructions contrary to the Contract Documents. Inspectors shall in no case act as foremen or perform duties for the CONTRACTOR or interfere with the management of the work by the CONTRACTOR.

The GUC will make a final inspection of the work included in the Contract as soon as possible after notification from the CONTRACTOR that the work is substantially complete and ready for inspection. If any of the work is not acceptable at the time of the inspection, the GUC will advise the CONTRACTOR, in writing, as to the particular item[s] to be completed or corrected before the work can be given final approval and final payment for the work is approved.

1.13 Scheduling of work

The CONTRACTOR shall provide a schedule of the work to the GUC prior to beginning the work to ensure it meets the GUC requirements. The schedule shall include the completion date for the gate station.

1.14 Plans and Specification Contradictions

Where contradictions in the Plans and Specifications occur, the more restrictive provision shall apply unless otherwise authorized by the GUC. The CONTRACTOR shall immediately notify the GUC of any such contradiction and shall abide by the GUC's decision.

1.15 Superintendence

The CONTRACTOR shall keep on the work at all times during its progress a competent resident Superintendent, having a minimum of three [3] years of experience in the installation of natural gas distribution facilities. The Superintendent shall represent all work performed by all of the CONTRACTOR's crews and shall not function as the foreman for any individual crew when more than one crew is onsite performing work required by the Contract. The Superintendent shall not be replaced without written notice to the GUC except under extraordinary circumstances, as determined by the GUC. The Superintendent will be the CONTRACTOR's representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications to or

from the Superintendent shall be binding as if given to or received from the CONTRACTOR.

1.16 Contractor Crew Requirements

The CONTRACTOR shall provide a sufficient number of crews to efficiently complete the work required by the Contract within the Contract Period. For the purpose of this Contract, the term crew shall be defined as a collective group of CONTRACTOR personnel consisting of a foreman and other necessary personnel knowledgeable and able to perform a specific task or tasks. The CONTRACTOR shall provide the GUC with five [5] working days' notice prior to introducing new crews to the Project. The GUC reserves the right to limit the number of crews or request additional crews to complete the work associated with this Project.

1.17 Implied Work

All incidental work required through the Plans and/or the Specifications, or as otherwise directed by the GUC, for which no payment is specifically provided, and any and all work or materials not specified herein which may fairly be implied as included in the Contract and necessary to complete the work, and which the GUC shall judge to be so included, shall be executed and/or furnished by the CONTRACTOR without extra compensation.

1.18 Required Work Not Covered in Proposal

For any required work that is not covered in the Proposal, a price must be submitted to and approved by the GUC prior to performing the work. Any work performed without prior, written approval from the GUC will be performed at the sole expense of the CONTRACTOR.

1.19 Payment to Contractor

GUC will make payments to the CONTRACTOR based on a mutually agreeable schedule.

An amount equal to 5% of the total amount due for the gate construction will be deducted and retained by the GUC for a period of one [1] month. The one [1] month period is to ensure the facilities are operating to the complete satisfaction of the GUC.

2. GENERAL CONSTRUCTION MATERIALS

The CONTRACTOR shall supply and pay for all labor and materials necessary for the completion of the work specified herein and on the Plans, except as otherwise expressly provided for in the Contract Documents. Unless otherwise specified, all materials shall be new.

2.1 Select Fill

Material used for bedding or backfill material purposes shall consist of approved materials; typically clean topsoil or other borrow material capable of achieving necessary compaction required for protection of the pipe and trench stabilization, as approved by the GUC.

2.2 Sand

Sand shall be naturally occurring sand or manufactured stone sand. Natural sand shall consist of grains of hard, sound material, predominantly quartz, occurring in natural deposits. Manufactured sand shall consist of sound crushed particles of minimum NCDOT Grade B stone, essentially free from flat or elongated pieces, with sharp edges and corners removed. All sand shall be clean and free from foreign matter such as loam, dirt, sticks, roots, leaves, silt, vegetable matter and oil or dyestuffs.

2.3 Concrete

Concrete shall have a 28-day compressive strength of 3,500 psi.

2.4 Concrete Forms

Round Sonotube shall be used for pipe support bases and concrete forms [plywood] shall be used for foundations. Reinforced concrete structures shall be detailed and constructed in accordance with the current with ACI "Standard Specification for Structural Concrete" [ACI 301-10] and "Building Code Requirement for Structural Concrete" [318-14]. Contractor shall refer to GUC GREENVILLE NO. 2 REPLACEMENT PIPE SUPPORT DETAILS page 9 of 26 of the plans for form details.

2.5 Reinforced Steel

Reinforced steel shall conform to ASTM A615, Grade 60 and shall have fusion bonded epoxy powder coating conforming to ASTM D3963. Reinforcing steel shall not be tack welded.

3. GENERAL CONSTRUCTION REQUIREMENTS

3.1 Standards

The work covered by these Specifications consists of, and includes, the performance of all operations and the furnishing of all labor, equipment, supplies and other facilities and incidental materials, as required, necessary for the installation of the gate station, inlet, outlet and bypass piping, headers, valves and appurtenances complete and tested. The work at the gate station shall be complete, tested, accepted and connected as indicated on the Plans.

All work on the natural gas distribution system shall be performed in accordance with: Title 49 of the Code of Federal Regulations, Chapter I, Part 192 [49 CFR 192], "Transportation of Natural and other Gas by Pipeline: Minimum Federal Safety

Standards,” as amended; the GUC’s Operation and Maintenance Plan, as amended; and any other applicable standards which are hereby incorporated into these Specifications by reference.

General construction operations applicable to natural gas facilities installation shall be performed in accordance with: Title 29 of the Code of Federal Regulations, Chapter I [29 CFR 1926], Occupational Safety and Health Standards for the Construction Industry; and any other applicable standards which are hereby incorporated into these Specifications by reference.

3.2 **Mobilization**

The CONTRACTOR shall furnish all equipment, materials and labor necessary for the performance of construction preparatory operations, including but not limited to: the movement of personnel, material and equipment to and from each the site; the establishment of the CONTRACTOR’s storage and equipment areas as allowed by the GUC; the establishment of signs; and all other facilities necessary to perform the work as specified herein.

Measurement and Payment

The cost of mobilization is considered incidental to the work and a specific contract unit price will not be provided. The cost of any and all bonds, licenses, equipment, materials, labor, etc., required for startup or mobilization operations shall be included in the lump sum price for the gate station site.

3.3 **Equipment, Tools, Labor and Materials**

3.3.1 Equipment, Tools, Labor and Materials To Be Furnished By Owner

The GUC shall supply no equipment, tools, or labor necessary for the completion of the work as specified herein.

The GUC shall supply the CONTRACTOR with gas fired water bath heater, all pipe, elbows, tees, end caps, flanges, stud bolts, nuts, gaskets, pipe supports and anchors, appurtenances for sensing lines and taps, stainless steel tubing, rigid conduit, regulators, and valves necessary for the completion of the work specified herein. Material furnished by the GUC will be available to the CONTRACTOR at the GUC’s Warehouse facilities located at 701 Utility Way, Greenville, North Carolina 27834. The CONTRACTOR shall requisition materials on the form provided by the GUC and shall account for or return all materials so requisitioned. No separate payment will be made to the CONTRACTOR for time, labor and equipment necessary for the CONTRACTOR to receive and haul materials from the GUC’s storage facilities to the work site[s]; such costs are to be included in and absorbed by the price proposal for each site in the CONTRACTOR’s proposal.

3.3.2 Equipment, Tools, Labor and Materials To Be Furnished By Contractor

The CONTRACTOR shall supply and pay for all labor and materials necessary for the completion of the work specified herein. The CONTRACTOR shall supply any and all materials incidental to the installation of the gate station not supplied by the GUC as described in 3.3.1 Equipment, Tools, Labor and Materials To Be Furnished by OWNER, including but not limited to: select fill, sand and stone; concrete; testing equipment and fittings and appurtenances; welding consumables, and possible traffic control signage; and possible erosion and sediment control measures. Unless otherwise specified, all materials shall be new.

The CONTRACTOR shall provide and pay for all equipment, tools and labor necessary for the proper completion of the work specified herein, including but not limited to: lifting equipment for the gas fired water bath heater excavation equipment for foundations; pipe cutting, welding equipment and supplies; pipeline testing equipment and appurtenances; and any and all applicable safety equipment which may be required.

Workmanship, tools, equipment and materials shall be of good quality meeting established industry standards. The CONTRACTOR shall, as required by the GUC, furnish satisfactory evidence as to the kind and quality of materials that the CONTRACTOR provides.

Only equipment that will not damage the surfacing along any improved roadways that access the site shall be used. When crossing improved roadways with equipment that will damage them; wood boards, flat pads or other approved methods shall be used to prevent damage to the roadway that accesses the gate station site. The CONTRACTOR shall repair any and all resulting damage at no cost to the GUC.

The CONTRACTOR shall, as required by the GUC, furnish a complete list of equipment that will be employed on the job from the commencement of the work and until the GUC accepts the job.

3.4 Inspection by The GUC

The CONTRACTOR shall produce evidence, as required by the GUC and Inspector[s] that any and all items of the work have been installed in accordance with the project Plans and Specifications. The Inspector[s] will evaluate welds and the GUC will conduct field inspections and witness field tests as specified herein.

3.5 Submittals

All submittals shall be identified as required by the GUC, and shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and any and all other data which may be required by the GUC to show

that the materials and equipment the CONTRACTOR proposes to provide and use are in accordance with required Specifications.

3.5.1 As-Built Documents

The CONTRACTOR will collect as-built information for this project. As-built drawings, material maps, and weld maps shall ensure compliance with TVC material requirements under the Mega Rule. The CONTRACTOR shall notify the GUC when the work has been completed such that the necessary data collection can be documented and reviewed.

3.6 Site Construction

The CONTRACTOR shall confine construction operations to the immediate vicinity for each of the project sites as shown on the Plans and in no case shall the CONTRACTOR encroach beyond the limits as set by the GUC.

3.7 On Site Maintenance of Traffic

The CONTRACTOR may be required to provide maintenance of traffic for vehicles immediately prior to the entrance going into each site. If requested by the GUC, the CONTRACTOR shall provide such a plan for portions of the work prior to beginning work to be performed under this Contract. The submitted traffic plan shall be reviewed by the GUC.

All materials, equipment and labor used for traffic control measures shall meet the requirements of the NCDOT.

Measurement and Payment

Maintenance of traffic is considered incidental work and will not be measured for payment. The cost of any and all equipment and labor required for maintenance of traffic, as specified herein, shall be included in the lump sum price for each facility.

3.8 Removal and Disposal of Pipe, Fittings and Valves

The limits of fitting and piping removal is indicated on the project Plans.

Measurement and Payment

The removal and disposal of pipe, fittings and valves as described above, is considered incidental work and will not be measured for payment. The cost of any and all equipment, material and labor required for removal and disposal operations shall be included in the lump sum price for each gate station site.

3.9 Erosion & Sediment Control

The CONTRACTOR may be required to provide a means of protecting and minimizing the effects of erosion and sediment displacement at the site during

foundation excavation activities. This activity will also displace site gravel which will have to be regraded once the foundation are cured.

Any erosion and sediment control measures that are used shall be directed by the GUC, in accordance with the North Carolina Erosion and Sediment Control Planning and Design Manual, the North Carolina Erosion and Sediment Control Field Manual, latest editions.

Measurement and Payment

Due to the nature of this project, only minimal erosion control measures are expected. The cost of any and all equipment, materials, and labor required for erosion and sediment control, as specified herein, shall be included in the Proposal Form at a lump sum cost.

3.10 Pipe and Materials Handling

The CONTRACTOR shall load, unload, haul, receive, sign for, store, and otherwise be responsible for all materials. All materials shall be handled and placed in a manner that prevents damage.

All equipment (gas fired water bath heater, pipes, valves and appurtenances) shall be lifted, rolled, or otherwise handled either manually or by mechanical means so as not to sustain any damage. In all cases, materials shall be handled and stored in a manner suitable to the GUC; which will facilitate inspection.

3.11 Gas Fired Water Bath Heater Installation Measurement and Payment

The installation will be paid for in the lump sum price for Equipment, Piping, and Instrument and Electrical Installation. The lump sum price shall include the cost of any incidental materials, welding rods, coating, equipment, labor required for valve, piping and fitting removal; pipe installation and connections, including: installation of valves, pipe, tees, elbows, flanges, end caps, appurtenances; testing, testing apparatus, such as blind flanges, spool pieces and end caps; regrading site and clean up.

3.11.1 Location of Other Utilities

The CONTRACTOR shall work with the GUC on the location of existing utilities to ensure there is no conflict with the proposed heater foundations, pipe support foundations, and tubing and conduit lines. In addition, the CONTRACTOR shall maintain a valid NC811 locate request during all excavation activities.

It shall be the responsibility of the CONTRACTOR, to investigate and verify the existence and location of all utilities within the project limits. The

CONTRACTOR shall coordinate with the GUC prior to any excavation as to ascertain the existence of any abandoned or operational underground utilities, which could adversely affect the CONTRACTOR to perform the work.

The CONTRACTOR is required to maintain a minimum clearance of two feet between any underground utility line and cutting edge of any power-operated excavating equipment. Care should be taken or excavation should be performed with hand tools if the excavation is within two feet of any utility.

If during the course of the excavation, a utility line has been exposed, before backfilling, the CONTRACTOR must inspect these facilities to ascertain if the facilities have been damaged. If damage of any kind is discovered or suspected, it is the CONTRACTOR's responsibility to notify the GUC.

Measurement and Payment

Utility locating operations is considered incidental work and will not be measured for payment. The cost of any and all equipment and labor required for assisting the GUC in utility locating operations shall be included in the lump sum equipment foundation line item.

3.11.2 Piping Configuration

The CONTRACTOR shall field verify all dimensions as noted on the drawings prior to fabricating pipe sections. If the CONTRACTOR reveals from field verification that the proposed station piping will not fit, the GUC shall be notified immediately. The piping for the gate station shall be installed true to the horizontal and vertical alignment as indicated on the Plans or as otherwise directed by the GUC. The CONTRACTOR shall make no deviations to the proposed piping configuration unless otherwise directed to do so by the GUC.

3.12 Clean Up

The CONTRACTOR shall keep each of the sites reasonably clear of construction debris during the progress of the work. Cleanup shall consist of all work necessary to restore the affected area to pre-construction condition as quickly as possible. This operation shall include, but not be limited to, the removal excess piping material, excess excavated materials and equipment. The CONTRACTOR will keep the site surfaces clear and separated of soil [compacted or loose] from the gravel. Final cleanup and restoration shall be performed within five [5] working days of completion of work at the station site or as directed by the GUC. The work required prior to final cleanup and restoration shall include all connections. This cleanup shall continuously follow, as described above, to the GUC's satisfaction.

Measurement and Payment

Cleanup operations are considered incidental work and will not be measured for payment. The cost of any and all equipment and labor required for cleanup shall be included in the lump sum price for each facility.

4. MATERIALS FOR GAS STATION INSTALLATIONS

Material descriptions are included to provide the CONTRACTOR with information necessary for proper equipment selection and installation procedures. The GUC will provide materials as described in 3.3.1 Equipment, Tools, Labor and Materials To Be Furnished By OWNER.

4.1 Pipe

4.1.1 Steel Gas Pipe

All steel gas pipes shall be either electric resistance welded or seamless in accordance with API standard 5L, Grade X-42/52. The appropriate API monogram, size, grade and process of manufacturer shall be stenciled on the pipe. All steel gas pipes shall be bare, with no coating and have a standard wall thickness.

4.1.1.1 Coating (Contractor to Provide)

Prime coat - *Zinc Clad 4100 Organic Zinc Primer (color Gray/Green)

Intermediate coat - Macropoxy 646 Fast Cure Epoxy (color Mill White)

Finish coat - Hi-Solids Polyurethane or Acrolon Ultra (color ASTM 49 Gray)

4.2 Pipe Fittings

4.2.1 Steel Pipe Fittings

Steel pipe fittings shall have ends beveled for welding to match the wall thickness of the existing and proposed steel pipe. All steel gas pipe fittings used in the Work shall be standard weight weld end fittings conforming to ANSI B16.9 specifications. All elbows shall be long radius.

Each fitting or other components must bear a marking as prescribed in the specification or standard to which it was manufactured, or to indicate size, material, manufacturer, pressure rating, type, grade and model. All markings must remain clearly visible until the item is installed.

4.2.2 Flanges

Flanges shall be forged steel, raised faced, weld neck, ANSI 600 or ANSI 150 pressure rating in accordance with ASME B16.5 specifications, as noted on drawings. The wall thickness shall match the proposed steel pipe.

4.2.2.1 Gaskets

Gaskets shall have an ANSI 600 or ANSI 150 pressure rating and be spiral bound, as noted on drawings. Flexitallic or equivalent shall be specified.

4.2.2.2 Stud Bolts

Stud bolts shall adhere to ASTM A-193 specifications, Grade B-7.

4.2.2.2.1 Hex Nuts

Hex nuts shall adhere to ASTM A-194 specifications.

4.2.3 Pipe Appurtenances

4.2.3.1 Fittings

Thread-o-lets, couplings, plugs and hex bushings shall be forged carbon steel, 3000#.

4.2.3.2 Pipe nipples

Pipe nipples shall be carbon steel, ASTM A-106, Grade B and threaded on both ends.

4.3 Valves

Up-stream of the station relief valve, inline valves to be installed shall be ANSI 600 pressure rating, full opening, ball type, flanged end, either wrench operated [4-inch] or equipped with a hand wheel [6-inch] and shall be a Series T-31 manufactured by Cameron as depicted on the Plans. Down-stream and at the relief, inline valves to be installed shall be ANSI 150 pressure rating, full opening, ball type, flanged end, either wrench operated [4-inch] or equipped with a hand wheel [6-inch] and shall be a Series T-31 manufactured by Cameron as depicted on the Plans. 1/2-inch valves shall be manufactured Chemoil , 3000# , full opening, ball type with female threaded ends or equivalent.

5. FABRICATION

5.1 Contractor Qualifications

The CONTRACTOR shall use only competent and skilled workmen for the performance of any and all work on the natural gas facilities, as specified herein. The workmen shall not perform any welding operations on any pipe or associated fittings within the system until they have been qualified to perform such operations in accordance with the test requirements specified in 5.1.1 Welding Qualifications.

The CONTRACTOR shall furnish evidence, as required by and to the satisfaction of the GUC, that the specified testing requirements have been met for each employee prior to their utilization on the work.

Measurement and Payment

Qualification of the CONTRACTOR's personnel for welding operations is considered incidental and will not be considered for payment. All costs associated with qualifying the CONTRACTOR's personnel, including but not limited to testing and certification, as specified herein, shall be included in the lump sum price for the gate station site.

5.1.1 Welding Qualifications

Testing and certification of welders by destructive inspection methods, shall be in accordance with the Minimum Federal Safety Standards for welding and the American Petroleum Institute Standard 1104 [API 1104], "Standard for Welding Pipelines and Related Facilities," which are hereby incorporated by reference and made a part of these Specifications.

The Contractor shall provide documentation to the GUC, as evidence that all welders performing welds for the Contractor on GUC's facilities are certified according to the above requirements.

5.2 Welding

All steel pipe and/or fittings, connections and other fabrications within the gate station site shall be welded, unless otherwise specified or directed by the GUC.

All welds shall be performed in accordance with the requirements of API 1104 and all other requirements as set forth in the GUC's, Natural Gas System Operations and Procedures Manual. The kind, character and disposition of all welds shall be subject to the approval of the GUC.

Measurement and Payment

Welding operations are considered incidental work and will not be measured for payment. The cost of any and all equipment, material and labor required for the performance of welding operations and inspection thereof, including: welding rods, fluxes, filler metals, wind guards and welding machines, shall be included in the lump sum price for the facility.

5.2.1 Procedure

All welding material and/or equipment shall, at all time, be protected from damage and kept in good working condition. Filler metals and fluxes shall be protected from deterioration and excessive moisture changes. Welding rods and other materials that show signs of deterioration or damage shall be replaced. Welding machines, which, in the opinion of the GUC, are in poor repair or are not of sufficient capacity to perform the Work shall be replaced at the Contractor's expense.

Suitable wind guards shall be provided to protect the Work during periods of excessive wind.

The Contractor shall, at the direction of the GUC, temporarily suspend all welding operations whenever conditions are not conducive to the performance of good work.

All steel pipe, fittings, connections and fabrications shall be butt welded by the shielded metal arc welding process using a manual welding technique, unless alternative methods have been submitted to and approved by the GUC.

All surfaces to be welded shall be properly cleaned and free of material that may be detrimental to the integrity of the completed weld. The ends of pipe and/or fittings at all welded joints shall be properly beveled using an appropriate pipe-beveling machine. The beveled edge of the pipe shall be clean free of rust, paint, moisture, burr, and the like, prior to line-up of the pipe joints for welding.

Each completed weld shall be free of overlaps, undercuts, excessive convexity, scale, oxides, pinholes, non-metallic inclusions, air pockets and all other defects.

Arc burns on the pipe and/or fittings shall be removed by grinding, provided the resulting pipe wall thickness is not less than ninety [90] percent of the required design wall thickness. Arc burns that grinding cannot repair and repair attempts that result in less than ninety [90] percent of the original wall thicknesses shall be cut out.

All welds shall be air-cooled. Accelerated cooling by any method shall not be permitted.

5.2.2 Inspection

Nondestructive testing procedures shall be implemented, as required by the GUC, to determine the quality of all [100%] the welds at the gate station site.

The GUC shall, require x-ray or other nondestructive testing of any and all welds prior to the initiation of coating or coating repair procedures. Should any weld prove to be defective for any reason, the CONTRACTOR shall assume any and all costs associated with the testing, cutting out and replacement of the weld.

The CONTRACTOR shall be required to notify the GUC concerning the completion of all welding at the gate station site. The GUC will have an Inspector, inspect the welds performed once the CONTRACTOR has given the GUC notification of completion and prior to pressure testing.

The Inspector shall make all determinations as to what constitutes an acceptable weld as well as the disposition of all defective welds. These determinations shall be made upon completion of either a visual or a radiograph inspection.

5.3 **Heater, Piping, Valves and Supports**

The gas fired water bath heater, pipe, valves, and fittings, shall be installed along the horizontal and vertical piping runs as indicated on the Plans. The location of heater and valves at gate station site will be strictly adhered to.

The CONTRACTOR shall take extreme care in the installation of the heater as not hinder the equipment's operation and performance. The CONTRACTOR will be responsible to install concrete foundations and piping run supports as indicated on the Plans.

Prior to installation, all valves shall be fully opened and fully closed a sufficient number of times to ensure that all parts are in proper working order.

All valves shall be in the open position during pressure testing, and shall remain as such upon completion of the tests. **Under no circumstances shall the CONTRACTOR operate any existing valves. GUC personnel shall perform all valve operations and gas-in operations as required.**

The CONTRACTOR will be required to install concrete foundations forms for pipe supports. The depths of the forms and locations of pipe supports are indicated on the Plans. Additionally, the CONTRACTOR will be required to install adhesive anchor bolts to securely fasten the gas fired water bath heater and pipe supports to the top of concrete.

5.4 **Pressure and Leak Testing**

Each facility shall be pressure and leak tested, as specified herein. The CONTRACTOR shall provide the necessary materials, blind flanges, pancakes, spool pieces, appurtenances, labor and pumps required to pressurize each facility in a satisfactory and efficient manner. The dead weight tester and pressure recorder shall be calibrated within the past six [6] months and used to monitor and record the results. **All pressure and leak testing shall be done in the presence of the GUC. Tests done without supervision will not be accepted and the CONTRACTOR shall be required to retest at his expense.**

The CONTRACTOR will be required to test each facility in its entirety, without the heater within the piping run and the inlet and outlet piping capped prior to their connection points.

Each facility shall be pressure tested using water. The method and procedure for each pressure test shall be subject to the approval of the GUC.

Natural gas shall not be admitted into any facility prior to the GUC's approval and the successful completion of all required pressure tests.

Measurement and Payment

Pressure and leak testing operations are considered incidental work and will not be measured for payment. The cost of any and all equipment, material and labor required for pressure and leak-testing operations shall be included in the lump sum price for the facility.

5.4.1 Preparation

Prior to testing, the facility shall be thoroughly cleaned to remove all foreign matter which may have been trapped inside the pipe during construction. The CONTRACTOR shall provide the required equipment to clean the facility of all debris. The facility shall be tested as soon as possible following satisfactory cleaning.

The CONTRACTOR shall submit a test schedule to the GUC for approval, twenty-four (24) hours prior to commencing any testing operations.

5.4.2 Procedure

This facility has two pressure classifications, ANSI Class 150 and ANSI Class 600. ANSI Class 150 fittings and piping shall be tested at minimum of 90 psig (no greater than 100 psig) for a minimum of eight [8] hours. Nitrogen is a suitable test medium for ANSI Class 150 fittings and piping (GUC's Operation and Maintenance Plan shall be referenced for testing procedures). ANSI Class 600 fittings and piping shall be tested at a minimum of 1500 psig (no greater than 1800 psig) for a period no less than eight [8] hours. Water shall be the test medium for ANSI Class 600 fittings and piping (procedures are listed below).

All pressure tests shall be monitored by means of chart recording devices with an attached pressure gauge located, as directed by the GUC, at each facility to be tested. The chart recording devices shall be capable of recording the sustained test pressure and temperature for the duration of the test. The gauge shall be liquid filled and capable of measuring pressures to a minimum of two thousand [2000] psig. The CONTRACTOR shall provide evidence of recent and accurate calibration of all chart-recording instruments. The date and time of the commencement and completion of the pressure test shall be recorded on the pressure chart, which shall be signed by the CONTRACTOR's superintendent and the GUC.

The original test chart shall be submitted along with a Test Record form to the GUC for verification.

The hourly pressure along with the ambient temperature at the beginning and end of the test shall be recorded for the duration of the test on the GUC's standard form. The date and time of the commencement and completion of the pressure test shall be recorded on the form, which shall be signed by the CONTRACTOR's inspector and submitted to the GUC for verification.

- 1) The segments of pipe and fittings to be tested shall be considered short sections of pipe and post installation test is impractical. A pre-installation hydrostatic test for the section of pipe shall be conducted.
- 2) The CONTRACTOR shall ensure that the test manifolds, fittings and hoses are pressure rated to operate under the anticipated test pressure. Fittings for the manifolds shall be class 3000# in accordance with ANSI B-16.9.
- 3) The CONTRACTOR shall ensure the gauges and pumps are in good working order.
- 4) Blind flanges with appropriate vents and fill connections can be used to test the sections of pipe. The sections of pipe shall be filled with a steady flow of water to minimize the amount of air in the line.
- 5) Once a steady stream of water is evident and entrapped air is not present, the fill connection and vents can be closed and the sections of pipe can be subjected to the pressure test.
- 6) A positive displacement pump shall be used to gradually raise the pressure in the section of pipe to a test pressure of 1500 psig.
- 7) The CONTRACTOR shall monitor the pressure and check for leakage. If the pipe shows leakage the CONTRACTOR shall make any repairs that are required until a satisfactory test is obtained. If leaks are discovered and are repaired, a new test period must start at the required test pressure.
- 8) Once the required test pressure is reached and stabilized, a hold period shall commence. Temperature changes may cause the pressure in the pipe section to increase. Pressure within the pipe section cannot exceed 1800 psig. The contractor shall bleed off excess pressure by opening the vent valve. In addition, during this period, test medium may be added as required to maintain the minimum test pressure. The addition of small amounts of test medium due to small leakage around the test headers is normal. However, the requirement to add large or continuous amounts of test medium indicates leakage and should be investigated.

- 9) The length of the pressure test period shall be eight [8] hours. Pressure and temperature readings shall be recorded at fifteen-minute intervals for the entire test. The pressures shall be verified from the dead weight tester. The GUC inspector shall sign the test records. The records shall be retained by GUC upon the successful completion of the pressure test.
- 10) Upon completion of a successful test, the pressure in the pipe segments shall be bled off through the vent valve.
- 11) The sections of pipe shall have the moisture removed by using an air compressor. The pipe segments are small enough that visual and physical inspection by the GUC inspector will be adequate to ensure the pipe segments are dry.
- 12) Test record documentation shall include but not to limited:
 - a. Test date
 - b. Test pressure
 - c. Test medium
 - d. Test duration
 - e. Pressure recording charts
 - f. Leaks and failure noted and their disposition
 - g. Pipe segment lengths, pipe grade, fittings and wall thickness

Upon the successful completion of the hydrostatic test, and after the gate station site has been cleaned and approved in every respect to the satisfaction of the GUC, the CONTRACTOR shall commence tie-in operations.

The OWNER shall be responsible for admittance of natural gas into the facilities. The CONTRACTOR shall be available during the gas up operations at the facility to ensure flange connections and the tie-in welds at each facility are satisfactory. **Under no circumstances shall the CONTRACTOR operate any existing valves.**

All tie-ins not included in the hydrostatic test shall be leak tested with a foaming leak locating solution after the gate station is placed into service. Tie-ins and joints not included in the hydrostatic test shall be minimized. Leaks or defects in the pipe, valves, and fittings discovered during the pressure and/or foaming leak locating solution tests, shall be located, repaired or replaced, and re-tested by the CONTRACTOR, at the CONTRACTOR's expense, as directed by the GUC.

6. General Description

The successful Contractor will supply labor, tools, materials and equipment as specified necessary to provide services capable of the construction of a Natural Gas Gate Station Installation.

6.1 Safety

Job site activities shall at all times be conducted in accordance with all applicable Federal, State and Local requirements, to include but not limited to, Greenville Utilities Commission's Operations and Maintenance Plan, the North Carolina Occupational Safety and Health Standards, The National Electrical Safety Code and the North Carolina Manual on Uniform Traffic Control Devices for Streets and Highways.

6.2 Damage to Facilities

The Contractor shall be responsible for damages to any Greenville Utilities owned facilities caused by its employees.

6.3 Supervision

The Contractor shall remain in close communication with the GUC Representative at all times. No work shall commence unless it has been directed by the GUC Representative.

6.4 Contingency

Any situation which occurs such that the Contractor cannot satisfactorily perform the job, should be brought to the attention of the Greenville Utilities Representative immediately. The Contractor will be required to respond to customer complaints within 24 hours. If the GUC Representative deems a complaint valid, the Contractor will be expected to resolve the claim immediately. The successful Contractor is responsible for all costs as a result of its, and/or employee(s) negligence.

6.5 Site Visits Contact

Dillon E. Wade, P.E.
3355 NC 43 N
Greenville, NC 27834
(252) 551-1594