

REQUEST FOR QUOTATION

Quotes will be received in the Office of the Procurement Manager, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 3:00 pm (EDST) on October 19, 2023, for the furnishing of UG Cable Replacement.

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

SECTION I
GENERAL INSTRUCTIONS FOR INFORMAL QUOTES
GREENVILLE UTILITIES COMMISSION
REQUEST FOR QUOTATION
OCTOBER 19, 2023

1.0 NOTICE TO BIDDERS

Quotations, 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 3:00 pm (EDST) on October 19, 2023.

2.0 STANDARD FORMS REQUIRED

Each bidder must submit a proposal on the enclosed request for quotation form. **The quotation must be signed by an authorized official of the firm.**

3.0 DEPOSIT

A deposit is required for this quotation.

4.0 NC SALES TAX

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

5.0 FEDERAL EXCISE TAX

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

6.0 EXCEPTIONS TO BE CLEARLY STATED

If quote is not in strict accordance with Section II, "Specifications," bidder must list or note all exceptions **on the Request for Quotation 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 quotes and to determine the lowest responsible, responsive bid from the standpoint of quality, performance, and price.

7.0 EVALUATION AND AWARD OF QUOTATIONS

GUC reserves the right to reject any and all quotations, to waive any and all informalities, and to disregard all nonconforming or conditional quotes or counter proposals. In evaluating quotes, GUC shall consider whether the quotes 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 quote 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.

8.0 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.

9.0 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 quotes are stated both in numbers and in words, the words govern.

10.0 QUANTITIES

Quantities specified are only estimates of Greenville Utilities Commission's (GUC's) needs for a twelve month period. GUC reserves the right to purchase more or less than the stated quantities at firm prices indicated herein based on our actual needs. N/A

11.0 CONTRACT PERIOD

TBD

12.0 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.

13.0 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 labor when available.

14.0 CONTACT INFORMATION:

Questions regarding this bid request must be received by **October 2, 2023** and must be directed to Cleve Haddock, Lifetime CLGPO, Procurement Manager at (252) 551-1533, haddocgc@guc.com.

15.0 TERMS AND CONDITIONS

The attached Terms and Conditions of Greenville Utilities Commission (GUC) are considered part of the bid proposal.

CONSTRUCTION SITE(S) 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 there to, 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 substation site of any equipment and materials and complete installation at substation 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 February 1, 2023. 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 Electric Utility 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 voltage class and 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).

SECTION II
GREENVILLE UTILITIES COMMISSION
SPECIFICATIONS FOR UG CABLE REPLACEMENT
OCTOBER 19, 2023

1. SCOPE

This specification covers the installation of roll pipe, UG distribution cable, cable terminations, switching cabinets, precast pads, and padmount transformers in Moss Bend Subdivision. All equipment pads will be replaced with new precast pads, contractor should include this pricing in the price of bid. Transformer replacement will be determined prior to work start, some existing transformers may be reused. Contractors should include a separate line item on the proposal form with a per unit price for new transformer install only. GUC will provide all materials related to this project. The proposal submitted by the contractor shall include all labor, equipment, and all other necessary items to complete this project.

2. GENERAL

- 2.1. These specifications provide for the construction of underground distribution power facilities as specified by the owner. The owner is defined as the organization contracting for the services.
- 2.2. It is the responsibility of the owner to ensure that all construction work shall be accomplished in a thorough and workmanship manner in accordance with the stakingsheets, plans and specifications, and the construction drawings.
- 2.3. If construction work is performed by the Owner's force labor account crews instead of a contractor, any reference to "Contractor" in the narrative portions or drawings of this specification shall also apply to the force labor account crews.
- 2.4. The provisions of 7 CFR 1724.50, Compliance with National Electrical Safety Code(NESC) applies to all borrower electric system facilities regardless of the source of financing.
 - 2.4.1. The owner shall ensure that its electric system, including all electric distribution, transmission, and generating facilities, is designed, constructed, operated, and maintained in accordance with all

applicable provisions of the most current and accepted criteria of the NESC and all applicable and current electrical and safety requirements of any State or local government entity in which they serve.

2.4.2. Any electrical standard requirement established by GUC are in addition to, and not in substitution for or a modification of, the most current and accepted criteria of the NESC and any applicable electrical or safety requirement of any State or local governmental entity.

2.5. All work shall be done in a thorough and workmanlike manner to produce a complete and functional system with minimal interruption to customers served by existing facilities.

3. REMOVALS

3.1. Removals shall consist of removing each and every item designated on the drawings, the disassembling of structures into material items, and the transportation of the items from the site of the work to the storage area designated by the Commission.

Conductor removal shall include the coiling or reeling of the conductor removed in a workmanlike manner.

3.2. The Contractor shall reinstall, at his own expense, any other items removed by him for his own convenience.

3.3. All materials removed as part of the work and not specified to be reused will remain the property of the Commission.

4. TRANSFERRING

4.1. Transferring shall consist of disconnecting existing material and reinstalling this material in a different location on the same structure or a new structure, provided the new structure is adjacent to the existing structure.

4.2. Contractor will be responsible for all service transfers.

5. STORAGE OF MATERIAL AND EQUIPMENT

5.1. All material and equipment to be used in construction shall be stored so as to be protected from deteriorating effects of the elements. If outdoor storage cannot be avoided, the material and equipment must be protected from the elements as appropriate, and with due regard to public safety.

5.2. All materials will be furnished by owner.

6. HANDLING OF CABLE

The cable shall be handled carefully at all times to avoid damage, and shall not be dragged across the ground, fences or sharp projections. This includes setting up utility signs to mark cable laying in a vehicle traffic area to prevent cable damage. Care shall be exercised to avoid excessive bending of the cable. The ends of the cable shall be sealed at all times against moisture with suitable end caps. Where it is necessary to cut the cable, the ends will be terminated or sealed immediately after the cutting operation.

7. PLOWING *(Not applicable to the project)*

- 7.1. When cables, flexible conduit, and cable-in-conduit are to be installed by plowing, it is the responsibility of the owner to ensure that the plowing equipment be subject to the approval of the Owner and the public authorities having jurisdiction over highway and road rights-of-way. The plow shall be provided with a means to assure positive hold-down of the plow blade to provide proper depth at all times. All cable will be installed in conduit.
- 7.2. The design of the plowshare shall ensure that the cable passing through the plow will not be bent in a radius less than 12 times the outside diameter of the cable. The equipment shall be capable of extending the plow a minimum of 6 inches below the specified depth under all terrain conditions of plow utilization.
- 7.3. The owner shall ensure that equipment and construction methods used during construction cause minimum displacement of the soil. The slot made in the soil by the cable plows shall be closed immediately by driving a vehicle track or wheel over the slot or by other suitable means.
- 7.4. Starting and terminating points of the plowing operation shall be excavated prior to cable installation to reduce possible cable damage and to assure sufficient burial depth.
- 7.5. During the plowing operation, care is to be exercised to feed the cable or wire into the ground through the plow loosely and at minimum tension. Besides using proper equipment and construction methods, supervision by the owner or owner's representatives shall be furnished at all times at the site of plowing operations to assure compliance with these specifications.

- 7.6. If, during the plowing operation, the plow should strike a buried object or rock that would stop the equipment and necessitate removal of the plow from the ground, the plow must be removed from the ground carefully and, if practical, without backing the plow. If it should be necessary to back the plow to remove it from the ground, the cable must be uncovered a sufficient distance back for inspection by the Owner to determine whether the cable or wire has been damaged.
- 7.7. The cable shall be inspected carefully as it is payed out from the reel to be certain that it is free from visible defects. Every instance of damaged cable observed at any time, whether prior to installation, during installation, or when discovered by test or observation subsequent to installation in plant, shall be immediately called to the attention of the Owner. Repair or correction of such damage shall be done promptly and in accordance with the written instruction of the Owner. The location of any such repair shall be indicated on the staking sheet.

8. SPECIAL REQUIREMENTS FOR COORDINATION BETWEEN OWNER AND CONTRACTOR WHERE CABLE/CONDUIT IS TO BE INSTALLED BY PLOWING

- 8.1. Staking sheets shall be reviewed jointly in the field by the contractor and Owner prior to the start of construction. At that time, the Contractor shall propose any desirable changes or clarifications. These changes, if approved by the Owner, shall be made and recorded on the staking sheets. No changes on the staking sheets shall be made by the Contractor without the prior written approval of the Owner. A representative of the Owner shall remain in the immediate vicinity of the plowing operations at all times and will consider and possibly approve any acceptable changes proposed by the Contractor. A representative of the Owner shall also inspect any damage to cable and approve acceptable methods of repair or correction of such damage in accordance with the provisions of these specifications.
- 8.2. In the event that rock is encountered during the plowing operation so that the buried cable cannot be installed to the required minimum depths in soil, the Contractor shall determine for the Owner the nature and extent of the rock encountered. Based on this information, the Owner will determine whether the cable is to be rerouted, trenched in rock,

protected by conduit or concrete or a change made to aerial construction. This decision shall be made promptly, and appropriate changes in units shall be made on the staking sheets. Such changes shall be in writing, dated, and initialed by the Owner.

- 8.3. Due to the necessity of making on-the-spot corrections and changes on staking sheets, it may not be possible for the Owner to issue revised staking sheets to the Contractor in all cases. When changes are made, dated, and initialed by the Owner on a set of the Contractor's staking sheets, it shall be the Contractor's responsibility to transfer these changes to all other sets of staking sheets being used by the Contractor for construction purposes.
- 8.4. The Contractor shall provide a competent representative to work with the Owner on the inventory and inspection of buried cable units. The inventory of buried cable will be made as soon after the plowing operation as practical to avoid later disagreements on the quantity of cable installed when changes are required in the project.

9. TRENCHING *(Not Applicable to this Project)*

- 9.1. It is the responsibility of the owner to ensure that all trenching depths specified are listed as minimum as measured from the final grade to the top surface of the cable or conduit. The routing shall be as shown on the staking sheets and plans and specifications unless conditions encountered are such that changes are necessary to accomplish the work. In such event, the Owner shall be notified promptly. If rock or other difficult digging (i.e. trench caves in) is involved, the Contractor shall determine the nature and extent of the difficulty, and the Owner will determine whether rerouting, rock trenching, plowing, rocksawing or other changes are necessary. Loose soil or crumbly rock shall not be considered as "difficult digging." The trench widths specified are minimums and should be increased as necessary to obtain the required depths in loose soils.
- 9.2. Where trenches are intended for more than one cable, particular care shall be taken to provide for extra depth and width to allow for soil falling into the trench during the laying of the first cables.
- 9.3. Care shall be exercised to minimize the likelihood of water flow since this may cause trench damage and reduction in trench

depth. If this occurs, the trench must be cleared to the specified depth before installing the cable.

- 9.4. All trenches including secondary and service trenches shall follow straight lines between staked points to the greatest extent possible to help in cable locating. The trenches shall be dug so that the bottom has a smooth grade. Large rocks, stones and gravel in excess of 1 inch shall be removed from the bottom of the trench. Where this cannot be done, a 2 inch bed of sand or clean soil shall be placed in the bottom of the trench.
- 9.5. Construction shall be arranged so that trenches will be left open for the shortest practical time to avoid creating a hazard to the public and to minimize the likelihood of collapse of the trench due to other construction activity, rain, accumulation of water in the trench, etc.

10. INSTALLING CABLE IN TRENCH *(Not Applicable to this Project)*

- 10.1. It is the responsibility of the owner to ensure that the cable shall be placed in the trench as soon after the trenching operation as feasible. Wherever possible, cable shall be payed out from the reel mounted on a moving vehicle or trailer. The reel shall be supported so that it can turn easily without undue strain on the cable. The cable shall be carefully placed in the trench by hand. All cable placements shall be done under constant supervision to be certain that no damage to the cable occurs.
- 10.2. The cable shall be inspected carefully as it is removed from the reel in laying operations to be certain that it is free from visible defects. The Owner shall decide upon corrective action when defects are discovered.
- 10.3. Where more than one cable are to be placed in a trench, the spacings required by the specifications must be observed. Care shall be taken that any soil falling into the trench during the laying of the first cable does not reduce the clearances of the last cable below that specified. Should this occur, the excess soil shall be removed carefully by hand or with equipment so as not to damage the installed cables.
- 10.4. Sufficient slack, and in no case less than 24 inches, shall be left at all risers, transformer pads, pedestals and terminal points so that movements of cable after backfilling will not cause damaging strain on the cable or terminals. The cable trench shall be mechanically compacted 36 inches minimum from all riser poles, pads, pedestals and terminal points.

- 10.5. The ends of all secondary cable terminated below ground shall be long enough to reach at least 12 inches above the top of the underground enclosure.

11. INSTALLING CABLE BY DIRECTIONAL BORE

It is the responsibility of the owner to investigate the boring route. If the bore is in public/private right-of-way, a review of the permit is required to determine what type of construction may be required for the installation. During the boring operation, multiple bend/turns should be avoided as it increases the pulling tension on the cable. The cable and or conduits must be handled and or trained with proper guides at the entry and exit points to prevent damage. Procedures for cable handling in trenching and plowing also apply to installation by directional boring.

12. MINIMUM BENDING RADIUS OF CABLE

The minimum bending radius of primary cable is 12 times the overall diameter of the cable. The minimum bending radius of secondary and service cable is six times the overall diameter of the cable. In all cases the minimum radius specified is measured to the surface of the cable on the inside of the bend. No cable bends shall be made within 6 inches of a cable terminal base.

13. CONDUIT

- 13.1. All cable will be installed in conduit.
- 13.2. Cable Protection shall have all exposed ends of the conduit plugged during construction to prevent the entrance of foreign matter and moisture into the conduit. Burrs or sharp projections which might injure the cable shall be removed. Conduits shall be sized to meet the fill limits based on the number and size of cables to be installed. Lubricants used in the aid of cable pulling shall be compatible with both the conduit and cable.
- 13.3. Direct Buried Riser shield or conduit shall extend at least 18 inches below grade at all riser poles. If full round conduit is used as a riser shield, an end bell shall be installed on the lower end to prevent damage to the cable. Any aluminum portion of the riser shall not be placed below grade.
- 13.4. Three Phase Riser Guide conduit provides good protection when all three phases are in one conduit. The advantage of each phase in a separate conduit is having improved reliability and lower cable pulling tensions. However, the disadvantages has the separated phase and neutral currents causing induced current in magnetic metal conduits leading to increases in line

losses which develops heat that can damage the cable insulation.

- 13.5. It is the responsibility of the contractor to perform cable pulling calculations prior to pulling through a conduit system so that maximum cable tensions are not exceeded. When pulling conductors into a conduit system, the contractor shall lubricate cable as needed to reduce pulling tensions.

14. TAGGING OF CABLES AT TERMINATION POINTS

As the cables are laid, it is the responsibility of the contractor to ensure that they are identified and tagged. The identification shall be of a permanent type, such as that done on plastic or corrosion resistant metal tags. The tag shall be securely attached to the cable. Paper or cloth tags are not acceptable. Each phase shall be marked with appropriate color tape and plastic tag.

15. JOINTS/SPLICES *(Not Applicable to this Project)*

- 15.1. Cable joints/splices shall be of the pre-molded rubber, heat-shrink, or cold-shrink type, of the correct voltage rating and shall be installed in accordance with the joint/splice manufacturer's instructions. Joints/Splices that depend solely on tape for a moisture barrier shall not be used.
- 15.2. Not more than one joint/splice may be permitted for each 2000 feet of cable installed unless authorized by the Owner. No bends may be permitted within 12 inches of the end of a joint/splice. The cable or circuit numbers and the exact location of all joints/splices shall be noted on the staking sheets (as built).

16. PRIMARY CABLE TERMINATION AND STRESS CONES

- 16.1. Prefabricated stress cones or terminations shall be installed in accordance with the manufacturer's instructions at all primary cable terminals. They shall be suitable for the size and type of cable that they are used with and for the environment in which they will operate. Any indication of misfit, such as a loose or exceptionally tight fit, shall be called to the Owner's attention. The outer semi-conductive surface of the termination shall be bonded to the system neutral. A heat-shrink or cold-shrink sleeve shall be installed to seal between the body of the termination and the cable jacket.

17. SPECIAL PRECAUTION FOR CABLE JOINTS/SPLICES AND TERMINATIONS

A portable covering or shelter shall be available for use when joints/splices or terminations are being prepared and when prefabricated terminations are being switched. The shelter shall be used as necessary to keep rain, snow and windblown dust off the insulating surfaces of these devices. Since cleanliness is essential in the preparation and installation of primary cable fittings, care shall be exercised to prevent the transfer of conducting particles from the hands to insulating surfaces. Mating surfaces shall be wiped with a solvent to remove any possible accumulation of dirt, moisture or other conducting materials. A silicone grease or similar lubricant should be applied afterwards in accordance with the manufacturer's recommendations. Whenever prefabricated cable devices are opened, the unenergized mating surfaces shall be lubricated with silicone grease before the fittings are reconnected.

18. SECONDARY AND SERVICE CONNECTIONS

- 18.1. A suitable inhibiting compound shall be used with all secondary and service connections.
- 18.2. All secondary cable connections located below grade or in secondary pedestals shall be made with pre-insulated secondary connector blocks. Diving bells with open terminals, insulating boots or moisture barriers that depend solely on tape are not acceptable.
- 18.3. All transformer secondary phase terminal connections shall be completely insulated. If the secondary phase terminals are threaded studs, the connection shall be made with a pre-insulated secondary transformer connection block. If the transformer secondary phase terminals are insulated cable leads, connection shall be made with a pre-insulated secondary connector block or with a secondary prefabricated joint/splice when the transformer leads continue directly to the service.
- 18.4. If a transformer is so large that it must have secondary spades, the spades shall be taped or otherwise insulated. Boots used for insulation shall be taped or secured so that they cannot be readily slipped off.
- 18.5. Secondary connections to terminals of pole-mounted transformers shall be made so that moisture cannot get inside the cable insulation. This may be accomplished by covering

the terminals and bare conductor ends with an appropriate moisture sealant or providing a drip loop.

- 18.6. The secondary connections and insulation shall have accommodations for all future and existing services as shown on the plans and specifications.

19. PEDESTALS

Where required, pedestal stakes shall be driven vertically into the bottom of the trench before cables are replaced and shall be located as shown on the staking sheets. Pedestal posts and supporting stakes shall be in place before the cable is installed. All pedestals should be approximately at the same height above finished grade.

20. INSPECTION AND INVENTORY OF BURIED UNITS

Before any backfilling operations are begun, it is the responsibility of the owner to ensure that the Contractor and Owner shall jointly inspect all trenches, cable placement, risers, pedestal stakes, and other construction that will not be accessible after backfilling, and an inventory of units shall be taken. If corrections are required, a second inspection shall be made after completion of the changes.

21. BACKFILLING

- 21.1. The first 6 inches of trench backfill shall be free from rock, gravel or other material which might damage the cable jacket. In lieu of cleaning the trench, the Contractor may, at the Contractor's option, place a 2-inch bed of clean sand or soil under the cable and 4 inches of clean soil above the cable. Cleaned soil backfill when used shall contain no solid material larger than 1 inch. This soil layer shall be carefully compacted so that the cable will not be damaged.
- 21.2. Backfilling shall be completed in such a manner that voids will be minimized. Excess soil shall be piled on top and shall be well tamped.
- 21.3. Pieces of scrap cable or other material remaining after installation shall not be buried in the trench as a means of disposal.
- 21.4. Conduit provides protection for the cable to be installed. However, the backfilling method for cable in conduit shall be the same as direct buried cable. Additional protection can be obtained by pouring a concrete cap over a partial filled backfill above the direct buried cable or conduit.

21.5. Further protection for the conduits is done by concrete encapsulation using spacers to insure enough concrete surrounds the conduits.

22. EQUIPMENT PADS

The site for the pad shall be on undisturbed earth adjacent to but not over the trench. The site shall be cleared of all debris and excavated to the specified depth. Gravel or sand may be added to the site and thoroughly compacted. The developer/property owner shall provide the finished grade so steps can be taken to ensure foundations are installed level at the specified elevation.

Existing equipment pads shall be replaced in the same location as current equipment.

23. TRANSFORMERS

Existing transformers shall be carefully lifted to replace the existing pad. Existing transformers will not be replaced unless a conditional assessment of the transformer warrants replacement.

Transformers shall be handled carefully to avoid damage to the finish and shall be positioned in accordance with the staking sheets and the plans and specifications. Only qualified and experienced personnel shall be allowed to make connections and cable terminations.

24. BELOW GRADE ENCLOSURES

Excavations for sleeve-type transformer pads and other below-grade enclosures shall be made so as to disturb the surrounding earth as little as practical. Enclosures shall be installed with side walls plumb. When enclosures are of fiber, plastic, or other semi-flexible material, backfilling should be done with covers in place and with careful tamping so as to avoid distortion of the enclosure. When installation is complete, the cover of the enclosure shall not be lower than and not more than 2 inches higher than the grade specified by the Owner. Soil in the immediate vicinity shall be tamped and sloped away from the enclosure. At the Owner's option, the excess soil shall be removed from the site or spread evenly over the surface of the ground to the satisfaction of the Owner.

25. SACRIFICIAL ANODES

Sacrificial anodes specified shall be installed with backfill package intact and connecting leads positioned for proper connection after the equipment is in place. Anodes shall not be moved, positioned, lifted, nor lowered into place by pulling on the connecting leads.

26. GROUNDING

- 26.1. All neutral conductors, ground electrodes, sacrificial anodes and grounded parts of equipment shall be interconnected. All interconnections for grounding shall be made and consistent with installation standard used by the owner. A copper-clad or galvanized steel ground rod with minimum length of 8 feet shall be installed at all equipment locations and at all accessible cable joints/splices and taps.
- 26.2. All pad-mounted equipment enclosures, including transformers, shall be grounded in such a manner that two separate grounding paths exist between the enclosure and the grounding rod(s).

27. INSTALLED CABLE AND ACCEPTANCE TESTS

- 27.1. Continuity: After installation of the cable, authorized personnel shall perform a simple continuity test on the system. This can easily be accomplished by grounding the conductor at the source and checking for continuity from the end of each tap with an ohmmeter or with a battery and ammeter.
- 27.2. HiPot Test: In addition to continuity tests, contractors shall perform HiPot test on all cable.
- 27.3. WARNING: A hazardous voltage may exist on the cable; therefore, before handling the cable, the conductor shall be grounded to permit any charge to drain to earth.

28. PLACEMENT OF SURGE ARRESTERS

The arrester connection on a riser pole shall have the grounding conductor going from system neutral to the pole ground to surge arrester ground than to cable neutral/ground. The combination of both the line lead length and ground lead length shall be less than 3 feet. The higher margin of protection on the underground cable system is reached when the riser type class arresters are used at each overhead riser pole cable termination. Also, by the placement of a distribution class arresters at open points on the cable system to help limit the transient voltage reflection peaks. Note a higher surge arrester MCOV rating should be selected for both open and mid-point arresters on the underground cables system as compared to the MCOV rating of the overhead riser pole arrester.

Method of Award:

Will be awarded as a total quote.

GREENVILLE UTILITIES COMMISSION

REQUEST FOR QUOTATION

SPECIFICATIONS FOR UG CABLE REPLACEMENT

In the space below, please provide a price quote for the following UG Cable Replacement per the attached specifications. If your firm is unable to furnish in accordance with our specifications and you wish to offer a substitute, please provide us with full details of the equivalent.

QUOTATIONS SHOULD BE RECEIVED BY 3:00 pm ON OCTOBER 19, 2023. Quotations can be mailed or delivered to Cleve Haddock, Lifetime CLGPO, Procurement Manager, 401 South Greene Street, Greenville, N.C. 27834. Greenville Utilities Commission reserves the right to reject any and all quotes that are not in GUC's best interest.

TOTAL UG CABLE REPLACEMENT \$ _____

PER UNIT TRANSFORMER INSTALL \$ _____

*NOTE: Transformer install cost will be added to total bid cost on a per unit basis as needed.

Note: Will be awarded as a total bid.

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

[The balance of page left blank intentionally]

It is certified that this bid is made in good faith and without collusion or connection with any other person bidding on the same above listed items. It is also certified that this bid is made in good faith and without collusion or connection with any GUC employee(s).

We quote you as per instructions above. If invoice is paid within _____ days from date of receipt of invoice, a discount of _____% will be allowed.

Firm Name: _____ Phone: (_____) _____

Address: _____

City _____ State _____ Zip Code _____

Fax (_____) _____ E-mail _____

Authorized Official _____ Title _____
Typed Name

Signature Date _____

**3 Copies of your bid should be received no later than
October 19, 2023 at 3:00 pm (EDST).**

NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM(S)

INSERT

PROPOSED CONSTRUCTION SCHEDULE

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

INSERT

CONTRACTOR'S LICENSE

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

PROPOSED PROJECT MANAGEMENT STAFF
Terms and Conditions – Item 24

<u>Title/Function</u>	<u>Name</u>	<u>Years with Firm</u>	<u>Total Years Experience</u>
<u>Project Manager</u>			
<u>Site Superintendent</u>			
<u>General Foreman - Foundations</u>			

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

<u>Owner Name</u>	<u>Project Description</u>	<u>Contact Name and Phone Number</u>

LIST OF SUBCONTRACTORS
Terms and Conditions – Item 27

<u>SUBCONTRACTOR</u>	<u>PROPOSED WORK TO BE PERFORMED</u>

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):
3. ____ 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
4. ____ I employ less than twenty-five (25) employees in the State of North Carolina.
5. 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):
6. ____ 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
7. ____ Employ less than twenty-five (25) employees in the State of North Carolina.
Specify subcontractor: _____

_____ (Company Name)

By: _____ (Typed Name)

_____ (Authorized Signatory)

_____ (Title)

_____ (Date)

Awarded vendor must supply a Certificate of Liability Insurance (COI), with GUC as the Certificate Holder within 10 days of award.

Greenville Utilities Commission
401 South Greene Street
Greenville, North Carolina 27834
Attention: Cleve Haddock

Contact me at 252-551-1533 if you have any questions. Cleve Haddock

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 _____, 2023.

WHEREAS, the said Principal is herewith submitting a Proposal for

UG CABLE REPLACEMENT

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 is 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: _____
(Corporate Secretary or
Assistant Secretary Only)

Title: _____

(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

GREENVILLE UTILITIES COMMISSION

GREENVILLE, NORTH CAROLINA

SPECIFICATIONS FOR UG CABLE REPLACEMENT

EXCEPTION FORM

Specifications for: UG Cable Replacement

Bidder'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: The following is a list of exceptions to the bidding documents and/or specifications pertaining to the furnishing of UG Cable Replacement. Bidders shall identify each exception by specification page and paragraph number on this form. The omission of exception assumes complete compliance with the Specifications.

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

Firm Represented: _____

Typed Name: _____

Authorized Signature of Certification: _____

Date: _____

SECTION III

TERMS AND CONDITIONS FOR SERVICES OR THE PURCHASE OF

APPARATUS, SUPPLIES, MATERIALS, OR EQUIPMENT

NOT SUBJECT TO A FORMAL BID

These Terms and Conditions, made and entered into on this purchase order date and between GREENVILLE UTILITIES COMMISSION OF THE CITY OF GREENVILLE, PITT COUNTY, NORTH CAROLINA, with one of its principal offices and places of business at 401 S. Greene Street, Post Office Box 1847, Greenville, Pitt County, North Carolina 27835-1847, hereinafter referred to as "GUC" and the vendor as identified on the purchase order, hereinafter referred to as "PROVIDER";

1.0 TAXES

No taxes shall be included in any bid prices. GUC is exempt from Federal Excise Tax. GUC is not exempt from North Carolina state sales and use tax or, if applicable, Pitt County sales and use tax. Such taxes shall be shown as a separate item on the invoice.

2.0 INVOICES

It is understood and agreed that orders will be shipped at the established contract prices and quantities in effect on dates orders are placed. Invoicing at variance with this provision may subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate line item. All invoices must bear the GUC purchase order number. Mail all invoices to Greenville Utilities Commission, Finance Department, P. O. Box 1847, Greenville, N.C. 27835-1847.

3.0 PAYMENT TERMS

Payments for apparatus, supplies, materials, equipment or services will be made after the receipt and acceptance and after submission of a proper invoice. GUC's normal payment policy is thirty (30) days. GUC will not be responsible for any goods delivered without a purchase order having been issued. Payment will be made in U. S. currency only.

4.0 CONDITION AND PACKAGING

It is understood and agreed that any item offered or shipped shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

5.0 SPECIFICATIONS

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.**

6.0 AWARD OF CONTRACT

All purchases will be based on the lowest responsible, responsive offer that is 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 the suitability of the article(s) for the intended use, the related materials 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 Purchasing Department.

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.

7.0 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.

8.0 **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 Purchasing Buyer II, 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.

9.0 **INSURANCE**

9.1 **Coverage** – The Provider at its sole cost and expense shall provide commercial insurance of such type and with the following coverage and limits:

9.1.1 **Worker’s Compensation** – The Provider shall provide and maintain Worker’s 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 Provider’s 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.

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

9.1.3 **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.

9.2 **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. Any waiver of insurance must be approved by the Procurement Manager.

Waiver approved: _____

Procurement Manager

10.0 **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.

11.0 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.

12.0 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 Purchasing Buyer II, 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.

13.0 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.

14.0 INSPECTION AT BIDDER'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 with 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.

15.0 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.

16.0 GOVERNING LAWS

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

17.0 ADMINISTRATIVE CODE

Quotes, bids, proposals, and awards are subject to applicable provisions of the North Carolina Statutes, Rules, Regulations, or Administrative Codes.

18.0 CLARIFICATIONS/INTERPRETATIONS

Any and all questions regarding these Terms and Conditions must be addressed to the GUC Purchasing Buyer II. 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 GUC's Purchasing Buyer II.**

19.0 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.

20.0 TERMINATION OF AGREEMENT

GUC or Provider may terminate this Agreement for just cause at any time. Provider will be paid for all labor and expenses incurred as of the termination date. 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 failure to comply with the services in this agreement, (2) Provider's failure to perform in accordance with this Agreement, (3) Provider's disregard of laws and regulations related to this Agreement, (4) Provider's violation of the provisions of the Agreement, (5) Provider's failure to perform in accordance with all project requirements, or (6) Provider's failure to work in accordance with GUC's policies and/or procedures.

21.0 DELIVERY

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, 801 Mumford Road, 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 Monday-Friday 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.

22.0 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 Third Party claims, actions, costs, expenses, including reasonable attorney fees, judgments, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to third party tangible property arising out of the negligent 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, subrogations, actions, costs, judgments, or other damages, directly 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 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.

23.0 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.

24.0 WARRANTY(IES)

The Provider hereby includes all warranties, whether expressed or implied.

25.0 INTEGRATED CONTRACT

These Terms and Conditions represent the entire contract between the Parties. No verbal or other written agreement(s) shall be held to vary the provisions of this Agreement.

26.0 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.

27.0 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.

28.0 AFFIRMATIVE ACTION

The Provider will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

29.0 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.

30.0 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).

31.0 NOTICES

Notices to the Parties should be sent to the addresses specified on the first page of these Terms and Conditions.

Cleve Haddock, Lifetime CLGPO
Procurement Manager
Greenville Utilities Commission
401 South Greene Street
Greenville, N.C. 27834

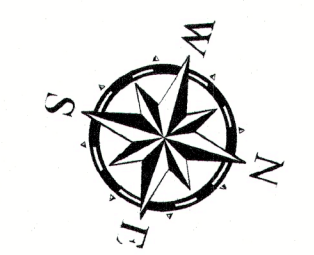
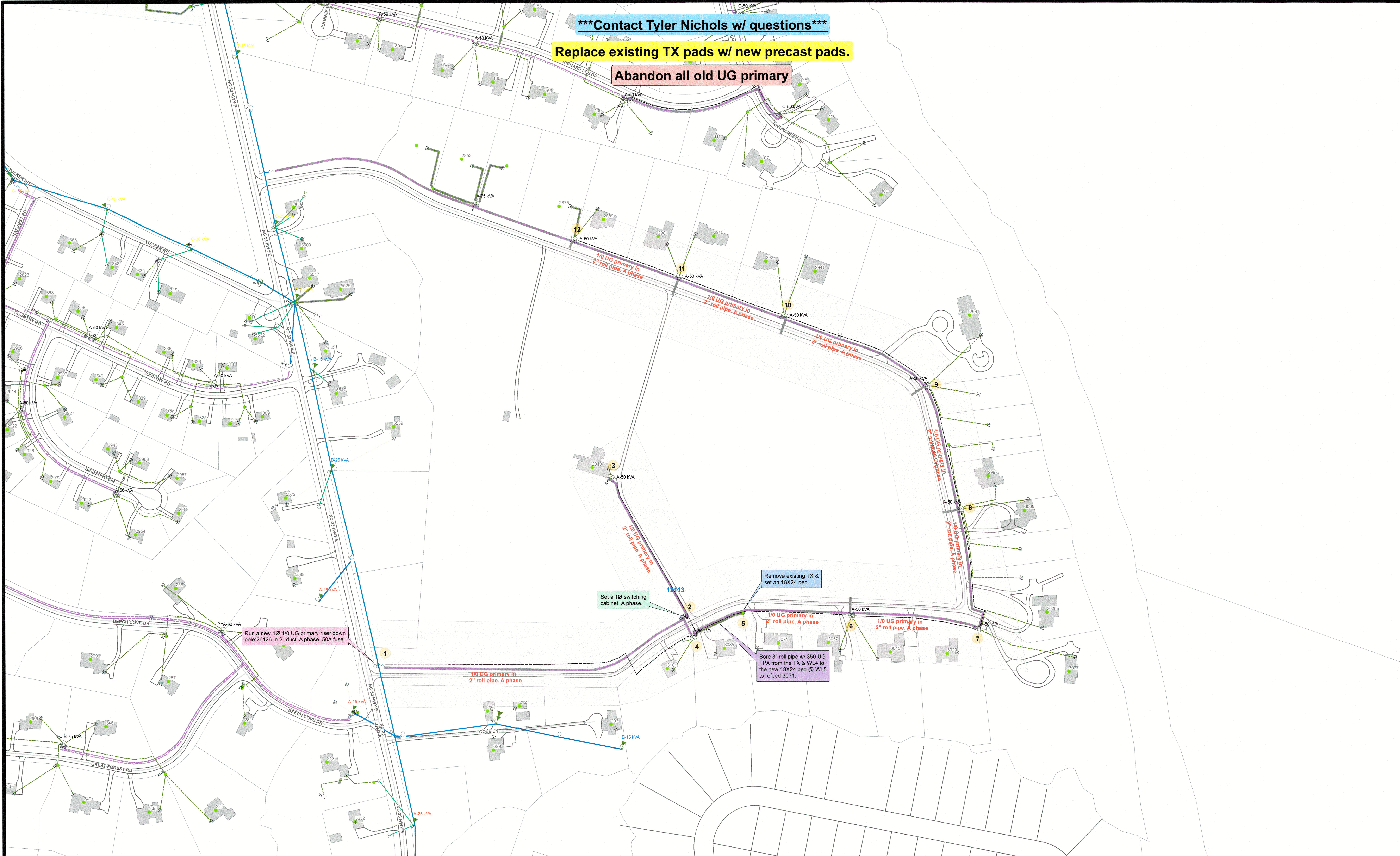
Vendor Specified on Page 1 of Section III when awarded.

Attachment A: Construction Drawing

Contact Tyler Nichols w/ questions

Replace existing TX pads w/ new precast pads.

Abandon all old UG primary



1 inch = 125 feet

Comments:

Electric Engineering Department

Author:	dunnmw	Ticket:	
Date:	7/6/2023	Work date:	
Project #:	ECO 22-23	Good thru:	
Task #:	3000EBS	Update on:	

Greenville Utilities
 3355 NC 43 N
 PO Box 1847
 Greenville, NC 27835



WO# 2309522

Pitt County Greenville North Carolina

Moss Bend S/D
Cable Replacement