

ADVERTISEMENT FOR PROPOSALS

Sealed proposals will be received in the Office of the Procurement Coordinator, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 2:00 PM (EDST) on August 1, 2018 and immediately thereafter publicly opened and read for the furnishing of Gas Fired Water Heater Installations.

Instructions for submitting proposals and complete specifications will be available in the Office of the Procurement Coordinator, 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 proposals.

Late proposals will not be considered.

SECTION I

GREENVILLE UTILITIES COMMISSION

GENERAL INSTRUCTIONS FOR REQUEST FOR PROPOSAL

1.0 NOTICE TO PROPOSERS

Sealed proposals, subject to the conditions made a part hereof, will be received in the Office of the Procurement Coordinator, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 2:00 PM (EDST) on August 1, 2018, the day of opening. **Proposals submitted in a fax or e-mail in response to this Invitation for Proposals will not be acceptable. Late Proposals will not be considered.**

1.1 PRE-PROPOSAL MEETING – A Pre-proposal meeting will be held at the Engineering Center Conference Room, Greenville Utilities Commission (801 Mumford Rd. Greenville, NC 27834) on Tuesday, July 17, 2018 at 10:00 AM (EDST).

1.1.1 The intent of the Pre-Proposal Meeting is to allow the proposers an opportunity to ask questions and make clarifications prior to submitting a proposal.

1.1.2 Only portions of the proposal/contract will be discussed. Lack of discussion or clarifications of any portion of the proposal/contract does not relieve the proposer from conforming to the provisions of the same.

2.0 STANDARD FORMS REQUIRED

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

3.0 PREPARATION OF PROPOSAL

Proposals must be in sealed envelopes clearly marked on the outside with the name of the proposal and the proposal opening date and time. Proposal shall be addressed to: PROCUREMENT COORDINATOR, GREENVILLE UTILITIES COMMISSION, P. O. BOX 1847, 401 S. GREENE STREET, GREENVILLE, NORTH CAROLINA 27835-1847.

4.0 TIME FOR OPENING PROPOSALS

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

5.0 DEPOSIT / BID BOND / PERFORMANCE BOND

A Deposit/Bid Bond is required for this proposal

A Performance Bond is required for this proposal.

6.0 NC SALES TAX

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

7.0 FEDERAL EXCISE TAX

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

8.0 EXCEPTIONS TO BE CLEARLY STATED

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

9.0 EVALUATION AND AWARD OF PROPOSALS

GUC reserves the right to reject any and all proposals, to waive any and all informalities, and to disregard all nonconforming or conditional proposals or counter proposals. In evaluating proposals, GUC shall consider whether the proposals 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 proposal is to be awarded, it will be awarded to the lowest responsible, responsive proposer 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 proposal.

10.0 PROMPT PAYMENT DISCOUNTS

Proposers 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.

11.0 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 proposals are stated both in numbers and in words, the words govern.

12.0 PROPOSAL WITHDRAWAL

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

14.0 QUANTITIES

Quantities specified are only estimates of GUC's requirements. GUC reserves the right to purchase more or less than the stated quantities at prices indicated in the submitted Proposal Form based on our actual needs.

15.0 DELIVERY

Shipments will be made to GUC only upon releases from a purchase order issued by GUC in accordance with its 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, 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.

16.0 DELIVERY TIME

Delivery time is to be stated by the proposer and will be a factor in the evaluation of proposals.

17.0 CONTRACT PERIOD

The contract period will begin at the date of issuance of an approved Purchase Order and shall not exceed **December 1, 2018**.

18.0 MANUFACTURER

Proposer is to specify the manufacturer of items being quoted where applicable.

19.0 CONTACT INFORMATION

Questions regarding this proposal request should be directed to Cleve Haddock, CLGPO Procurement Coordinator, at (252) 551-1533, haddocgc@guc.com.

20.0 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 proposal proposal.

SECTION II

GREENVILLE UTILITIES COMMISSION

TECHNICAL SPECIFICATIONS

FOR

Gas Fired Water Bath Heater Installations at

Gate Stations No. 3, No. 4 and No. 5

TABLE OF CONTENTS

1 SECTION 1 - GENERAL.....7

1.1 Scope of work.....7

1.2 Compliance7

1.3 Proposer Qualifications7

1.4 Operator Qualification [OQ].....8

1.5 Drug Testing8

1.6 Pre-Proposal Conference9

1.7 Bonds9

1.7.1 Bid Bond.....9

1.7.2 Performance Bond.....9

1.8 Insurance9

1.9 Work Hours9

1.10 Time for Completion and Liquidated Damages10

1.11 Project Manager10

1.12 Inspection10

1.13 Scheduling of work11

1.14 Plans and Specification Contradictions11

1.15 Superintendence.....11

1.16 Contractor Crew Requirements12

1.17 Implied Work.....12

1.18 Required Work Not Covered in Proposal12

1.19 Payment to Contractor12

2 SECTION 2 - GENERAL CONSTRUCTION MATERIALS13

2.1 Select Fill13

2.2 Sand13

2.3 Concrete.....13

2.4 Concrete Forms13

2.5 Reinforced Steel13

3 SECTION 3 - GENERAL CONSTRUCTION REQUIREMENTS.....14

3.1 Standards14

3.2 Mobilization.....14

3.3 Equipment, Tools, Labor and Materials.....14

3.3.1 Equipment, Tools, Labor and Materials To Be Furnished By Owner14

3.3.2 Equipment, Tools, Labor and Materials To Be Furnished By Contractor15

3.4 Inspection by The GUC16

3.5 Submittals.....16

3.5.1 As-Built Documents16

3.6 Site Construction.....16

3.7 On Site Maintenance of Traffic.....16

3.8 Removal and Disposal of Pipe, Fittings and Valves.....17

3.9 Erosion & Sediment Control17

3.10 Pipe and Materials Handling.....17

3.11 Gas Fired Water Bath Heater Installation.....18

3.11.1 Location of Other Utilities.....18

3.11.2 Piping Configuration18

3.11.3 Tie-in to Existing Gate Station Piping.....19

3.11.3.1 Installation of Pipe and Fittings.....19

3.11.3.2 Backfilling.....20

3.11.4 Removal of Facilities.....21

3.12 Clean Up.....21

4 SECTION 4 - MATERIALS FOR GAS STATION HEATER INSTALLATIONS22

4.1	Pipe	22
4.1.1	Steel Gas Pipe.....	22
4.1.1.1	Paint (Contractor to Provide)	22
4.2	Pipe Fittings	22
4.2.1	Steel Pipe Fittings.....	22
4.2.2	Flanges	22
4.2.2.1	Gaskets	22
4.2.2.1	Stud Bolts.....	23
4.2.2.1.1	Hex Nuts.....	23
4.2.3	Pipe Appurtenances.....	23
4.2.3.1	Fittings	23
4.2.3.1	Pipe nipples	23
4.3	Valves	23
5	SECTION 5 - FABRICATION	24
5.1	Contractor Qualifications	24
5.1.1	Welding Qualifications	24
5.2	Welding	24
5.2.1	Procedure.....	25
5.2.2	Inspection	25
5.3	Heater, Piping, Valves and Supports.....	26
5.4	Pressure and Leak Testing	26
5.4.1	Preparation	27
5.4.2	Procedure.....	27
6	GENERAL DESCRIPTION	29
6.1	SAFETY.....	29
6.3	SUPERVISION	29
6.4	CONTINGENCY	29

**GREENVILLE UTILITIES COMMISSION
NATURAL GAS DEPARTMENT**

**SPECIFICATIONS FOR
Gas Fired Water Bath Heater Installations
At Gate Stations No. 3, No. 4 and No. 5**

1 SECTION 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 three [3] gas fired water bath heaters and the associated inlet, outlet and bypass piping at GUC Gate Stations No. 3, No. 4 and No. 5 and all necessary appurtenances as specified herein and detailed on the Plans and/or as designated by the GUC.

There will be additional work at Gate Station No. 4. A total of four [4] valves [inlet and outlet] on each regulator run will be removed and replaced. This will require the cutting and removal of the outlet header piping and the installation of a new outlet header and four [4] flanged valves.

The work included under this contract includes the removal of pipe and flanges, the installation of inlet, outlet and bypass piping, stainless steel tubing and 1-inch rigid conduit, painting of bare pipe and fittings, and associated concrete work for pipe supports and foundations for gas fired water bath heaters.

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 GUC's Operation and Maintenance Plan, dated March 1, 2017 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. Subcontractor qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."
 4. 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.
 5. 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. 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, July 17, 2018 in the Engineering Center Conference Room, 801 Mumford Road, 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, 3 [2018] – Labor Day

1.10 Time for Completion and Liquidated Damages

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 sixty [60] 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. Carl Smith, P.E., with the GUC [(252)-551-1942] 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 each of the three [3] gate stations sites.

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

Due to the short duration of the Project, the GUC will make payments to the CONTRACTOR based upon the completion of **each** of the three [3] gate stations in its entirety.

An amount equal to 5% of the total amount due for **each** gate station 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 SECTION 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 gas fired water bath heater 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].

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.

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3 SECTION 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 each gas fired water bath heater at each gate station, inlet, outlet and bypass piping, headers, valves and appurtenances complete and tested. The work at each gate station shall be complete, tested, accepted and connected to the existing gate station inlet piping and outlet piping 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 of the three [3] project sites; 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 each 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 heaters, 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 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 storage facilities located at the Operations Center, 801 Mumford Road, Greenville, North Carolina. 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. The storage location of the gas fired water bath heaters will at GUC's storage facilities located at the Operations Center, 801 Mumford Road, Greenville, North Carolina.

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 each gas fired water bath heater 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 for pipe removal within the existing gate stations and the construction and installation of new valves, new inlet, outlet and bypass piping to the new gas fired water bath heaters at the three [3] sites.

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 each 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 GUC will collect as-built information for this project. The CONTRACTOR shall notify the GUC when the work has been completed such that the necessary data collection can be documented.

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. The CONTRACTOR shall further use due care in placing construction tools, equipment, excavated materials, and facility materials and supplies so as to cause the least possible damage to the site, the operating equipment and the least interference with the operation of the gate stations and vehicles navigating the project sites. The placing of such tools, equipment, and materials shall be subject to the approval of the GUC. The CONTRACTOR shall conduct the construction in such a manner to cause the least inconvenience to the operations of the gate stations. The CONTRACTOR shall take extreme care at each gate station when: performing excavation activities; installing concrete forms; pouring concrete; during pipe fabrication and welding; lifting of the heaters into place, as the stations will be in full operation. Any damage resulting from the placement of equipment and materials or construction operation occurring on any of the gate station sites shall be the sole responsibility of the CONTRACTOR.

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. This most likely will be required when the CONTRACTOR will transport the gas fired water bath heaters onto each site. Gate 4 may require more elaborate traffic control measures. 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

Gate Stations No. 3 and No. 5 will require the removal of flanged fittings and associated connected piping. Gate Station No. 4 will require the same work as Gate Stations No. 3 and No. 5 with the addition of cutting of piping and removing 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 each 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. Basic erosion control to minimize effects to the excavated areas are considered incidental and will not be measured for payment. The cost of any and all equipment, materials, and labor required for erosion and sediment control, as specified herein, shall be included in the lump sum price for each gate station site.

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 heaters, 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 each gate station site. The lump sum price shall include the cost of any incidental materials, welding rods, coating, equipment, labor required for valve, piping and fitting removal; associated concrete work; 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 locations of existing utilities within each gate station site are not shown on the drawings. 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 at each gate station.

It shall be the responsibility of the CONTRACTOR, to investigate and verify the existence and location of all utilities within at each site. The CONTRACTOR shall coordinate with the GUC prior to any excavation as to ascertain the existence of any abandoned or operational underground utilities at each site, 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 the assisting the GUC in utility locating operations shall be included in the lump sum price for each gate station site.

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 on any site, the GUC shall be notified

immediately. The piping for each 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.

3.11.3 Tie-in to Existing Gate Station Piping

Tie-ins to gate stations No. 3 and No. 5 existing piping will require new flange connections. The tie-in at gate station No. 4 will require new flange connections and one critical tie-in weld. The Plans depict the outlet header tee directly welded to the existing outlet piping. Depending on field conditions the CONTRACTOR may be required to use a spool piece to accommodate the tie-in. The CONTRACTOR shall notify the GUC prior to tie-in to any existing gate station piping.

Measurement and Payment

Tie-in to the existing gate station piping is considered incidental work and will not be measured for payment. The cost of any additional equipment and labor necessary for tie-in connections shall be included in the lump sum price for each facility.

3.11.3.1 Installation of Pipe and Fittings

Belt slings and/or padded calipers, which are sized to the particular pipe being installed, shall be used to handle the pipe provided such slings or calipers are free of all characteristics that might damage the pipe wall and ends. The inside of all piping shall be clean and free of slag, welding rod, metal cuttings, weld splatter, dirt and other foreign matter prior to assembling. The inside of all piping shall be cleaned by wire brushing, swabbing and blowing with compressed air. Each pipe joint shall be thoroughly swabbed to remove all dirt and foreign matter from inside of the pipe before the joints are lined and tacked. The swabbing operations shall be carried out at each pipe joint prior to tacking operations.

All open ends of pipe that will not be immediately connected to the system shall securely closed with a waterproof night cap to prevent the entrance of small animals or the introduction of foreign matter of any nature and shall not be reopened until work is resumed. The CONTRACTOR shall exercise care in joining sections of pipe in order to minimize the possibility of any foreign matter whatsoever inside the pipe and piping runs after its completion. Any foreign matter or obstruction that hinders the operation of the valves after its completion shall be removed at the expense of the CONTRACTOR.

All flanged fittings shall be inspected prior to assembly. Flanged faces and threads shall be inspected and all foreign material removed before assembly. The CONTRACTOR shall torque the threaded fasteners with industry standard requirements for the specific threaded fasteners and gaskets used in assembling the flanges.

The CONTRACTOR shall be responsible for painting all bare piping and fitting surfaces to a thickness specified in section 4.1.1.1 and in accordance with the manufacturer's recommendation and in accordance with all

applicable environmental, safety and health requirements, including those applying to disposal of materials used in the painting process.

Measurement and Payment

Pipe fabrication, installation of fittings, painting of bare pipe and fitting surfaces, and pipe support foundations are considered incidental work and will not be measured for payment. The cost of any and all equipment and labor necessary for the assembly of pipe, fittings, concrete work and lowering of gas fired water bath heaters shall be included in the lump sum price for each facility.

3.11.3.2 Backfilling

Backfilling operations shall include the furnishing of all labor, materials and equipment necessary for the backfilling and compaction of soil around the gas fired water bath heater foundations.

Unsuitable material encountered during foundation excavation shall not be used as backfill. Unsuitable material shall be removed to the limits established by the GUC and replaced with select fill. All backfill material shall be free from all objects.

The backfill placed from the bottom of the foundation to the top of grade shall be placed simultaneously on all sides of the foundation in layers not to exceed six (6) inches in depth. The backfill material shall be thoroughly compacted on all sides of the foundation to provide solid backing against the external surface of the foundation and to remove all voids. The foundation excavation may be backfilled from one foot above the foundation to the top of grade with mechanical equipment provided the material is placed in layers not to exceed six inches.

The CONTRACTOR shall use materials removed during the excavation operation for the backfilling operation, unless these materials are unsuitable as determined by the GUC.

The soil around foundations shall be compacted by means of rolling, tamping with mechanical rammers, or hand tamping such that no future settlement of the backfill will occur. If vibratory rollers are used for backfill compaction, vibratory motors shall not be activated until at least three (3) feet of backfill has been placed and compacted around the foundation. Flooding shall not be permitted as a means of backfill consolidation. Backfill compaction achieved by means of driving any type of construction equipment and/or vehicles, other than those specifically designed for trench compaction work, across any part of the trench shall not be permitted. The CONTRACTOR shall place additional fill soil and compact backfill areas where settlement occurs.

Measurement and Payment

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

3.11.4 Removal of Facilities

Prior to removing the existing piping, fittings and valves at each gate station site, the CONTRACTOR will isolate and purged the stations of natural gas under the supervision of the GUC. The CONTRACTOR will be required to unbolt and remove piping, cut sections of piping and properly dispose of unwanted materials as directed by the GUC. The limits of removal for at each gate station site are indicated on the Plans. Prior to demolition, the CONTRACTOR shall meet with the GUC to discuss the limits of removal and what [valves, piping] shall be salvaged.

The CONTRACTOR shall ensure at the tie-in locations, the pipe is cut correctly, to allow for proper beveling of the pipe to facilitate tie-in operations.

Measurement and Payment

Removal of pipe, fittings, valves and cutting of pipe is considered incidental work and will not be measured for payment. The cost of any and all equipment and labor required for removing facilities shall be included in the lump sum price for each facility.

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 existing gravel.

Final cleanup and restoration shall be performed within five [5] working days of completion of work at each gate station site or directed the GUC. The work required prior to final cleanup and restoration shall include connecting to the existing station piping for each site. 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 SECTION 4 - MATERIALS FOR GAS STATION HEATER 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 Paint (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 pressure rating in accordance with ASME B16.5 specifications. The wall thickness shall match the proposed steel pipe.

4.2.2.1 Gaskets

Gaskets shall have an ANSI 600 pressure rating and be spiral wound. Flexitallic or equivalent shall be specified.

4.2.2.1 Stud Bolts

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

4.2.2.1.1 Hex Nuts

Hex nuts shall adhere to ASTM A-194 specifications.

4.2.3 Pipe Appurtenances

4.2.3.1 Fittings

Thredolets, couplings, plugs and hex bushings shall be forged carbon steel, 3000#.

4.2.3.1 Pipe nipples

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

4.3 Valves

Valves to be installed at each gate station site 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. 1-inch valves shall be manufactured Swagelock, 3000#, Series 60, full opening, ball type with female threaded ends or equivalent.

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5 SECTION 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 each gate station site.

5.1.1 Welding Qualifications

Testing and certification of welders, whether by destructive or nondestructive 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 at each 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 each 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 either the oxyacetylene or 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 each 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 each 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 each 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 valves within the existing gate stations. 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 at each gate station sites. 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 each of the facilities.

5.4.1 Preparation

Prior to testing, each 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

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 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.

Each facility shall be tested at 1150 psig for a period no less than eight [8] hours. 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 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 1150 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. Temperatures changes may cause the pressure in the pipe section to increase. Pressure within the pipe section cannot exceed 1300 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 each 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 CONTRACTOR will not be responsible for admittance of natural gas into the facilities. The GUC may request that the CONTRACTOR be available during the gas up operations at each 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 within any gate station.**

All tie-ins not included in the hydrostatic test shall be leak tested with a foaming leak locating solution after each gate station is placed into service. 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 Gas Fired Water Heater Installations.

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, 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

Carl Smith, PE
801 Mumford Rd.
Greenville, NC 27834
(252)551-1492

6.7 Pricing

Gate Station No. 3 & 5 only include the installation of the gas fired heaters; Gate Station No. 4 includes the installation of a gas fired heater, in addition to the replacement of existing valves within the station.

Adding Heater at Gate Station No. 3: \$ _____

Adding Heater at Gate Station No. 4: \$ _____

Replacing Valves at Gate Station No. 4: \$ _____

Adding Heater at Gate Station No. 5: \$ _____

Total Project Price: \$ _____

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PRICE FORM

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

Gate Station No. 3 & 5 only include the installation of the gas fired heaters; Gate Station No. 4 includes the installation of a gas fired heater, in addition to the replacement of existing valves within the station.

Adding Heater at Gate Station No. 3: \$ _____

Adding Heater at Gate Station No. 4: \$ _____

Replacing Valves at Gate Station No. 4: \$ _____

Adding Heater at Gate Station No. 5: \$ _____

Total Project Price: \$ _____

**Three (3) copies of your proposal should be received no later than
August 1, 2018 at 2:00 PM (EDST).**

NO PROPOSALS CONSIDERED UNLESS SUBMITTED ON THE PROPOSAL FORM(S)

RETURN ALL FORM(S) PRICE, EXCEPTION, E-VERIFY, ETC.

It is certified that this proposal 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 proposal is made in good faith and without collusion or connection with any GUC employee(s).

Certified check or cash for \$_____ or bid bond for \$_____ attached.

Firm Name _____ Phone (_____) _____

Address _____

City _____ State _____ Zip Code _____

Fax (____) _____ E-Mail _____

Authorized Official _____ Title _____
Typed Name

Signature Date _____

**Three (3) copies of your proposal should be received no later than
August 1, 2018 at 2:00 PM (EDST).**

NO PROPOSALS CONSIDERED UNLESS SUBMITTED ON THE PROPOSAL FORM(S)

RETURN ALL FORM(S) PRICE, EXCEPTION, E-VERIFY, ETC.

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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 fifteen (15) 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 fifteen (15) employees in the State of North Carolina.

Specify subcontractor: _____

_____ (Company Name)

By: _____ (Typed Name)

_____ (Authorized Signatory)

_____ (Title)

_____ (Date)

PERFORMANCE BOND

Date of Execution: _____

Name of Principal
(Contractor): _____

Name of Surety: _____

Name of Contracting
Body: GREENVILLE UTILITY COMMISSION

 GREENVILLE, NORTH CAROLINA

Amount of Bond: _____

Project: GAS FIRED WATER BATH HEATER INSTALLATIONS

KNOW ALL THESE MEN BY THESE PRESENTS, 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 presents.

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 presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in five (5) counterparts.

(Proprietorship or Partnership)

ATTEST: _____

By: _____

Title: _____
(Corporate Secretary or Assistant Secretary, Only)

CONTRACTOR:

(Trade or Corporate Name)

By: _____

Title: _____
(Owner, Partner, or Corporate President or Vice President, Only)

(CORPORATE SEAL)

SURETY COMPANY:

Witness: _____

By: _____

Title: _____
(Attorney-in-Fact)

Countersigned:

N.C. Licensed Resident Agent

(SURETY SEAL)

(Name and Address – Surety Agent)

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

GREENVILLE UTILITIES COMMISSION

PROPOSAL FORM

VENDOR PROFILE QUESTIONNAIRE

1. Please provide a brief history of your firm: _____

2. Please provide your firm's office location(s): _____

3. Please provide a list of similar work completed or in process: _____

4. Please provide at least three (3) references with contact information:

5. Provide a copy of all licenses. Obtaining permits will be the responsibility of the vendor.

Questions 1–4 must be answered. GUC reserves the right to reject any proposal that has incomplete responses.

[Balance of page left blank intentionally]

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 the 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/hub/>. 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 Bidder 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 in regard to 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 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)

I hereby certify that it is our intent to perform 100% of the work required for the _____

_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type 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 _____

Do not submit with bid Do not submit with bid Do not submit with bid Do not submit with bid

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 bidders 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 of being low bidder.

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

Project ID# _____ (Project Name) 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 as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. Attach additional sheets if required

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

*Minority categories: Black, African American (B), Hispanic or 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 ID# _____ (Project Name) _____
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 as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

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

*Minority categories: Black, African American (**B**), Hispanic or 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 sub-bidder, copies of quotes received from all firms submitting quotes for that particular 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.

Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid

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 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 MBE/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.

If replacing subcontractor:

Name of replacement subcontractor: _____

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

Dollar amount of original contract \$ _____

Dollar amount of amended contract \$ _____

Other Proposed Action:

Increase total dollar amount of work
 Decrease total dollar amount of work

Add additional subcontractor
 Other

Please describe reason for requested action: _____

If adding additional subcontractor:*

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

**Please attach Letter of Intent or executed contract document*

Dollar amount of original contract \$ _____

Dollar amount of amended contract \$ _____

Interoffice Use Only:

Approval Y N

Date _____

Signature _____

Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid

Pay Application No. _____
Purchase Order No. _____

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

Project Name: _____

Prime Contractor: _____

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

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

Date: _____

Certified By: _____
Name

_____ Title

_____ Signature

MBForms 2002-
Revised July 2010

MEMORANDUM

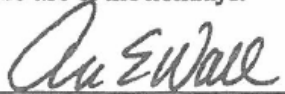
TO: All Employees
DATE: August 1, 2017
SUBJECT: 2018 HOLIDAY SCHEDULE

The following holidays will be observed by the City of Greenville and Greenville Utilities Commission during 2018:

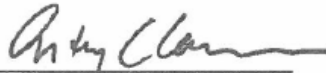
New Year's	Monday, January 1, 2018
Martin Luther King, Jr. Day	Monday, January 15, 2018
Good Friday	Friday, March 30, 2018
Memorial Day	Monday, May 28, 2018
Independence Day	Wednesday, July 4, 2018
Labor Day	Monday, September 3, 2018
Veterans Day	Monday, November 12, 2018
Thanksgiving	Thursday, November 22, 2018 Friday, November 23, 2018
Christmas	Monday, December 24, 2018 Tuesday, December 25, 2018 Wednesday, December 26, 2018
New Year's (2019)	Tuesday, January 1, 2019

For 2018, the "floating holiday" has been designated as Wednesday, December 26.

This information is being provided now in order to allow you to make personal plans for the use of the holidays.



Ann E. Wall
City Manager



Anthony C. Cannon
GUC General Manager/CEO

SECTION III

**TERMS AND CONDITIONS FOR THE PURCHASE OF
APPARATUS, SUPPLIES, MATERIALS, EQUIPMENT AND SERVICES**

These Terms and Conditions, made and entered into on this the ____ day of _____, by 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 _____, a _____ organized and existing under and by virtue of the laws of the State of _____, with one of its principal offices and places of business at _____, 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, NC 27835-1847.

3.0 PAYMENT TERMS

Payments for equipment, materials, or supplies will be made after the receipt and acceptance of the equipment, materials, supplies or services 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 QUANTITIES

Quantities specified are only estimates of GUC's requirements. GUC reserves the right to purchase more or less than the stated quantities at prices indicated in the submitted Proposal Form based on our actual needs.

5.0 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.

6.0 CONDITION AND PACKAGING

Unless otherwise indicated in the proposal, 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.

7.0 SAMPLES

Samples of items, if required, must be furnished free of expense to GUC, and if not destroyed, will, upon request, be returned at the Provider's expense. Request for the return of samples must be made at the proposal opening, otherwise, the samples will become GUC's property. Each individual sample must be labeled with Provider's name.

8.0 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.**

9.0 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 proposal does not satisfy this provision. Proposals which do not comply with these requirements will be subject to rejection.

10.0 AWARD OF CONTRACT

As directed by statute, qualified proposals will be evaluated and acceptance made of the lowest responsible, responsive proposal 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 proposal, 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 Coordinator.

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.

11.0 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.

12.0 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 proposal prior to their delivery, it shall be the responsibility of the successful Provider to notify the GUC Procurement Coordinator, 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.

13.0 INSURANCE

13.1 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:

13.1.1 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 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.

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

13.1.3 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.

13.2 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 Coordinator.

14.0 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.

15.0 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.

16.0 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.

17.0 CONFIDENTIAL INFORMATION

Except as provided by statute and rule of law, GUC will keep trade secrets 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.

18.0 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 Procurement Coordinator, 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.

19.0 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.

20.0 INSPECTION AT PROPOSER'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.

21.0 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.

22.0 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.

23.0 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.

24.0 EXECUTION

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

25.0 CLARIFICATIONS/INTERPRETATIONS

Any and all questions regarding these Terms and Conditions must be addressed to the GUC Procurement Coordinator. 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 Coordinator.**

26.0 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.

27.0 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.

28.0 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, 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.

29.0 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 losses, claims, actions, costs, expenses including reasonable attorney fees, judgments, subrogations, 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, subrogations, 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.

30.0 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.

31.0 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.

32.0 INTEGRATED CONTRACT

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

33.0 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.

34.0 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.

35.0 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.

36.0 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).

37.0 NOTICES

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

Cleve Haddock, CLGPO
Procurement Coordinator
Greenville Utilities Commission
P.O. Box 1847
Greenville, NC 27835-1847

Vendor Specified on Page 1 of Section III when awarded.

GREENVILLE UTILITIES COMMISSION

By: _____
Anthony C. Cannon

Title: General Manager/CEO
(Authorized Signatory)

Date: _____

Attest: _____

Name (Print): Amy Wade

Title: Executive Secretary

Date: _____

(OFFICIAL SEAL)

COMPANY NAME:

By: _____

Name (Print): _____

Title: _____
(Authorized Signatory)

Date: _____

Attest: _____

Name (Print): _____

Title: Corporate Secretary

Date: _____

(CORP. SEAL)

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: _____

APPROVED AS TO FORM AND LEGAL CONTENT:

By: _____
Phillip R. Dixon

Title: General Counsel

Date: _____