

**GREENVILLE UTILITIES COMMISSION
GREENVILLE, NORTH CAROLINA**

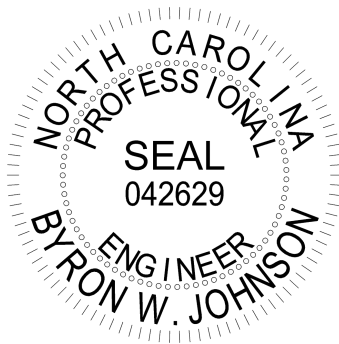
**SPECIFICATIONS AND BID DOCUMENTS
FOR THE INSTALLATION OF
GREENVILLE 230kV WEST POD NO. 2
FOUNDATIONS AND OIL CONTAINMENT**

<p>ISSUED FOR BIDS</p>

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FOR THE INSTALLATION OF
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FOUNDATIONS AND OIL CONTAINMENT**

ISSUED FOR BIDS



**Booth & Associates, LLC
Consulting Engineers
5811 Glenwood Avenue, Suite 109
Raleigh, North Carolina 27612
Firm License No. F-0221**

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12/4/2018

**GREENVILLE UTILITIES COMMISSION
GREENVILLE, NORTH CAROLINA**

**SPECIFICATIONS AND BID DOCUMENTS
FOR THE INSTALLATION OF
GREENVILLE 230kV WEST POD NO. 2 FOUNDATIONS AND OIL CONTAINMENT**

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NOTICE TO PROSPECTIVE BIDDERS

Sealed Proposals for the installation of the Greenville 230kV West POD No. 2 Foundations and Oil Containment, complete and conforming to the bid documents, as set forth in the Bid Schedule, will be received by Greenville Utilities Commission, North Carolina (hereinafter referred to as the Owner) at the offices of the Procurement Coordinator, Greenville Utilities Commission, 401 S. Greene Street, Greenville, NC 27834 on or before **2:00 PM, local time, Thursday, January 3, 2019**, at which time the Proposals will be opened and read. Any Proposal received subsequent to that time will be promptly returned to the Bidder unopened.

All questions concerning this bid must be received by **Tuesday, December 11, 2018**.

The Specifications, together with all necessary forms and other documents for the Bidder, may be obtained from the office of the Procurement Coordinator, Greenville Utilities Commission, 401 S. Green Street, Greenville, North Carolina during regular office hours, which are 8:30 AM - 5:00 PM Monday through Friday. Greenville Utilities Commission reserves the right to reject any or all bids.

Proposals and all supporting instruments must be submitted on and in the format of the forms furnished in the Form of Proposal of these bid documents and must be delivered in a sealed envelope addressed to the Owner. Proposals must be filled in with indelible ink. No alteration or interlineations will be permitted unless made before submission and initialed and dated.

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

The name and address of the Bidder, its license number (if a license is required by the State), and the following description must appear on the envelope in with the Proposal is submitted:

**"BID FOR THE INSTALLATION OF
GREENVILLE 230kV WEST POD NO. 2 FOUNDATIONS AND OIL CONTAINMENT
2:00 PM, LOCAL TIME, THURSDAY, JANUARY 3, 2019"**

Each Proposal shall be accompanied by a cashier's check, or certified check drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation, or the Savings Association Insurance Fund, or a Bid Bond in an amount equal to not less than five percent (5%) of the total amount of the Proposal; said deposit to be retained by the Owner as liquidated damages in event of failure of the Successful Bidder to execute the Contract within ten (10) days after the award.

The Owner reserves the rights to (1) waive minor irregularities or minor errors in any Proposal if it appears to the Owner that such irregularities or errors were made through inadvertence. Any such irregularities or errors so waived must be corrected on the Proposal prior to its acceptance by the Owner; (2) reject any or all Proposals and to hold any or all Proposals for a period of sixty (60) days from the date of opening thereof; (3) accept the bid, in its opinion, that represents the lowest responsible, responsive bid from the standpoint of quality, performance, and price; and (4) award purchase order(s) to Bidder(s) for any schedule(s) individually or collectively from the Bid Schedules.

**GREENVILLE UTILITIES COMMISSION OF THE
CITY OF GREENVILLE, NORTH CAROLINA**

By: Anthony C. Cannon
General Manager/ CEO

Date: _____

DEFINITIONS

Whenever the following terms or pronoun in place of them are used in these "Instructions to Bidders", "Form of Proposal", "Technical Specifications", "Contract", bond, etc., the intent and meaning shall be interpreted as follows:

Owner	Greenville Utilities Commission Greenville, North Carolina
General Manager/ CEO	Anthony C. Cannon; or his authorized assistant
Consulting Engineer	Booth & Associates, LLC
Observer	An authorized representative of the Owner assigned to make any or all necessary observations of work performed and equipment and/or apparatus furnished by the Bidder
Bidder	Any individual, firm, or corporation submitting a Proposal for the work contemplated, acting directly or through a duly authorized representative; or party of the second part of the Contract, acting directly or through a duly authorized representative
Subcontractor	An individual, firm, or corporation who contracts with the Bidder to perform part of the latter's Contract
Surety	The body, corporate or individual, approved by the Owner, which is bound with and for the Bidder who is primarily liable and which engages to be responsible for his acceptable performance of the work for which he has contracted
Form of Proposal, Proposal	The approved, prepared form on which the Bidder is to submit or has submitted his Proposal for the work contemplated
Bid Security	To all bids there shall be attached cash, cashier's check, or certified check from the Bidder upon a bank or trust company insured by the Federal Deposit Insurance Corporation or the Savings Associates Insurance Fund, or in lieu thereof, a Bid Bond
Plans, Drawings	All Drawings or reproductions of Drawings pertaining to the construction under the Contract
Technical Specifications	The directions, provisions, and requirements contained herein pertaining to the method and manner of performing the work or to the quantities and qualities of materials to be furnished under the Contract
Contract	The agreement covering the furnishing of equipment and/or apparatus and the performance of the work. The Contract shall include the "Instructions to Bidders", "General Conditions", "Form of Proposal", "Plans", "Technical Specifications", and Acknowledgments
Performance Bond	The approved form of security to be approved by the Owner furnished by the Bidder and his Surety as a guarantee of good faith on the part of the Bidder to accept the work in accordance with the terms of the Specifications and Contract

Payment Bond

The approved form of security to be approved by the Owner furnished by the Bidder and his Surety as a guarantee for payment of all Subcontractors on the part of the Bidder in acceptance of the work in accordance with the terms of the Specifications and Contract

Work

The performance of the project covered by the Specifications or the furnishing of labor, machinery, equipment, tools, or any other article or item being purchased by the Owner

Emergency

A temporary unforeseen occurrence or combination of circumstances which endangers life and property and calls for immediate action or remedy

Work at Site of Project

Work to be performed, including work normally done on the location of the project

Bid Documents

Include all sections of the Request for Bids, Form of Proposal, Technical Specifications and Appendices, Addendum/Clarifications/Bulletins, and Drawings

The subheadings in these Specifications are intended for convenience or reference only and shall not be considered as having any bearing on the interpretations thereof.

INSTRUCTIONS TO BIDDERS

1.0 Proposals

- 1.1 Only those Proposals made in accordance with these instructions will be considered.
- 1.2 Bids not received on Booth & Associates, LLC *Form of Proposal* contained herein will be considered unresponsive. The forms shall be filled out complete; any omissions may cause the entire Proposal to be rejected.
- 1.3 Proposals must be made on the *Form of Proposal* provided herein and must not be altered, erased, or interlined in any manner. The Bidder shall fill in the *Form of Proposal* as detailed in the Terms and Conditions. The Bidder may retain one (1) copy, but the original, fully executed, must be inserted in or attached to the Bid Documents. Also, one (1) additional copy of all executed forms and supporting information shall be supplied.
- 1.4 Proposals must be enclosed in a sealed envelope, addressed to the Owner. The outside of the envelope must be marked as required in the "Notice to Prospective Bidders" and the Bidder's name, bid opening date and time and the Bidder's license number shall be shown thereon.
- 1.5 Additional copies of these Specifications may be obtained upon request from the Engineer by approved Bidders upon payment of a fifty dollar (\$50.00) non-refundable fee per copy.
- 1.6 Proposals shall include a *Form of Exceptions* utilizing forms provided which shall itemize each and every exception from the Specifications. The *Form of Exceptions* shall state the section, subsection, and paragraph designations from the part of the Specifications to which exception is taken and explain in detail the nature of the exception. A copy of this *Form of Exceptions* is included in the Form of Proposals. Exceptions will not necessarily eliminate a Bidder from consideration, even if bids without exceptions are received from others. The treatment of exceptions will be based entirely on the overall best interests of the Owner.
- 1.7 Modifications to bids must be by removal of the Bidder's original bid and the submittal of a completely revised bid package in full compliance with the Drawings, Specifications, and Bid Documents. This is required prior to the time of opening bids. No oral or telephonic Proposals will be accepted.
- 1.8 Should the Bidder find discrepancies in or omissions from the Drawings or Documents or should he be in doubt as to their meaning, he shall at once notify the Engineer who will send written instructions to all Bidders. Neither the Owner nor the Engineer will be responsible for any oral instructions. If Plans and Specifications are found to disagree after Contract is awarded, the Engineer shall be the judge as to what was intended. The Successful Bidder is hereby made responsible for the furnishing of the necessary labor, tools and equipment reasonably inferred or evidently necessary for the proper execution and completion of the work; for any additional work involved in the correction of apparent errors or inconsistencies, and in executing the true intent and meaning of the Drawings and Specifications as interpreted by the Engineer and all such labor and equipment shall be provided at the Contractor's expense, and under no condition will any such labor and equipment be allowed as an extra.

If, within 24 hours after bids are opened, any Bidder files a duly signed written notice with the Owner and promptly thereafter demonstrates to the reasonable satisfaction of the Owner that there was a substantial mistake in the preparation of its bid, that Bidder will not be permitted to modify its bid, but may withdraw its bid in its entirety, and the Bid Security will be returned. Thereafter, the bidder will be disqualified from further bidding on the installation of the project herein specified.

2.0 Payment

Payment by the Owner to the Successful Bidder shall be made periodically based on the actual percentage of completion, and it is demonstrated that any equipment or materials furnished meets the Specifications.

Invoices for labor shall be submitted in triplicate to the Owner's Engineer for review and approval. There shall be a ten-percent (10%) retainage until the equipment and installation, as per Specifications, have been approved and accepted by the Owner and the Owner's Engineer.

The address for submittal of all invoices is Booth & Associates, LLC at 5811 Glenwood Avenue, Suite 109, Raleigh, North Carolina 27612, Attention: Byron W. Johnson, PE.

3.0 Bid Security

- 3.1 Each Proposal shall be accompanied by a cashier's check, or certified check drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation, or the Savings Association Insurance Fund, or a Bid Bond in an amount equal to not less than five percent (5%) of the total amount of the Proposal; said deposit to be retained by the Owner as liquidated damages in event of failure of the Successful Bidder to execute the Contract within ten (10) days after the award.
- 3.2 Bid Bond shall be conditioned that the Surety will upon demand forthwith make payment to the Obligee upon said Bond if the Bidder fails to execute the Contract in accordance with the Bid Bond, and upon failure to immediately make payment, the Surety shall pay to the Obligee an amount equal to double the amount of said Bond. Standard Form of Bid Bond is included in these Specifications.
- 3.3 Only one (1) bid Surety is required, the amount of which shall be based on the total amount of all bid schedules.

4.0 Bulletins and Addenda

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

5.0 Award of Contract

- 5.1 The award of the Contract will be made to the lowest acceptable Bidder as soon as practicable. The bid shall be awarded to the Bidder who, in the judgment of the Owner, offers the best value to the Owner. Factors to be considered by the Owner are specified in Paragraph 5.3. The Owner reserves the right to reject any and all bids.
- 5.2 The Owner reserves the right to waive minor irregularities or minor errors in any Proposal if it appears to the Owner that such irregularities or errors were made through inadvertence. Any such irregularities or errors so waived must be corrected on the Proposal prior to its acceptance by the Owner.
- 5.3 In estimating the lowest cost to the Owner as one of the factors in deciding the award of the Contract, the Owner will consider, in addition to the prices quoted in the Proposal, the following:
 1. Completion date,
 2. Adherence to the Plans and Specifications,
 3. Contractor capabilities, crew experience, and past performance,
 4. Conditional quotations (Only firm fixed prices in U.S. dollars),
 5. Any additional factors deemed appropriate by the Owner.
- 5.4 In the event the Bidder proposes any change or deviation from the Engineer's Plans and Specifications, such proposed changes or deviations must be submitted at the time bids are opened on the *Form of Exceptions* included. The Owner reserves the right to reject any proposed changes or deviations. All exceptions must be stated on the *Form of Exceptions*. Failure to provide a *Form of Exceptions* with the Proposal shall imply strict adherence to all details of the Plans and Specifications.
- 5.5 The Contract, when awarded, shall be deemed to include the Specifications for the equipment, and the Bidder shall not claim any modification thereof resulting from any representative or

promise made at any time by any officer, agent, or employee of the Owner or by any other person.

6.0 Performance and Payment Bonds

- 6.1 The Successful Bidder shall be required to furnish separate Performance and Payment Bonds executed on the forms bound herein in amounts at least equal to one hundred percent (100%) of the Contract price as security for the faithful performance of this Contract and as security for the payment of all persons performing labor and furnishing materials and equipment in connection with this Contract.
- 6.2 Performance and Payment Bonds shall be with a Surety company authorized and licensed to do business in the State of North Carolina and shall be for the full Contract sum.

7.0 Examination of Conditions

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

8.0 Subcontractors

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

9.0 Completion

- a. The award of this Contract shall be issued as soon as possible, subsequent to the bid opening, by issuance of written contract to the Contractor by the Engineer or notification from the Owner. Work on the projects shall begin on February 5, 2019.
- b. The completion date for the projects' on-site activities shall be 60 days from February 5, 2019.
- c. Time for completion shall be extended for delays due to bad weather days or other special cases with the written consent of the Owner and/or Engineer.
- d. The Contractor shall include in the Proposal a project construction schedule using the completion date above, indicating each major construction activity with duration and the total number of calendar days of construction time he proposes to perform his work based on the above completion date.

10.0 Liquidated Damages

Time is of the essence, and it is critical that the work be performed on schedule and time is allowed for the completion of the work in the Contract Agreement included herewith. Damages for delay shall be at the rate of one thousand dollars (\$1,000.00) per calendar day for failure of the Contractor to complete the work within the Construction Schedule. No credit shall be given for early completion of the work.

11.0 Bids to be Retained

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

12.0 Delivery Location

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

13.0 Form of Proposal

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

14.0 Contractor's Insurance

14.1 General Liability

Commercial General Liability Insurance, (with coverage consistent with ISO Form CG 00 01 12 07 or its equivalent) with a limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) per project or per location general aggregate, and a deductible or self-insured retention not to exceed Twenty-five Thousand Dollars (\$25,000) per occurrence, covering liability for bodily injury and property damage, arising from premises, operations, independent contractors, personal injury/advertising injury, contractual liability, and products/completed operations for not less than two (2) years from the Substantial Completion Date.

14.2 Automobile Liability

Commercial Automobile Liability Insurance, including coverage for liability arising out of the use of owned (if any), non-owned, leased or hired automobiles, for both bodily injury and property damage in accordance with Applicable Legal Requirements, with a limit of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence.

14.3 Workers Compensation

Worker's Compensation Insurance, with statutory limits, covering all of Subcontractor's employees, on terms and conditions as required by applicable Law and imposed by worker's compensation, occupational disease or similar laws, including the Longshore and Harbor Workers' Act, the Federal Employers' Liability and the Jones Act, if applicable.

14.4 Employers Liability

Employers' Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident, One Million Dollars (\$1,000,000) each employee for bodily injury by disease, and One Million Dollars (\$1,000,000) policy limit.

14.5 Umbrella Liability

Subcontractor must provide an Umbrella form (not Excess Liability form) that provides additional liability for underlying General Liability, Auto Liability, and Employer Liability.

- Level 1 Contracts (Contract Value \$200,000 to \$499,999) - \$1,000,000
- Level 2 Contracts (Contract Value \$500,000 to \$999,999) - \$3,000,000
- Level 3 Contracts (Contract Value \$1,000,000 & up)- \$5,000,000

15.0 Contractor's License

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

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

GENERAL CONDITIONS

1.0 Drawings and Specifications

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

2.0 Clarifications and Detailed Drawings

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

3.0 Change in Drawings and/or Specifications

The Owner, or the Engineer on behalf of the Owner, may make changes to Drawings and/or Specifications after award of the Contract or while construction is in progress. The compensation for such changes shall be agreed upon in writing between the Contractor and the Owner prior to commencement of work involving the change. No payment shall be made to the Contractor for correcting work not in compliance with Specifications. Once the change of work has been agreed upon between all parties, the Engineer will initiate a change order.

Records of conditions above and below ground, water records or other observations which may have been made by or for Owner shall be made available to Contractor for its information, upon request. Site subsurface conditions which differ materially from the results reasonably indicated in any reports furnished by Owner or undertaken by Contractor shall be deemed to be changed work.

Except as otherwise set forth in the Contract, all loss or damage to Contractor arising out of the Work or from the action of the elements, or from any unforeseen circumstance in the prosecution of the Work including inefficiencies or claims of inefficiencies, shall be sustained and borne by Contractor at its own cost and expense.

4.0 Copies of Bid Documents

The Engineer will furnish free of charge to each pre-qualified Bidder one (1) copy of bid documents. Additional sets of these Specifications for approved Bidders, and sets for Bidders seeking approval may be obtained upon request for a non-refundable payment of Fifty Dollars (\$50) per set.

5.0 Working Drawings and Specifications at the Job Site

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

6.0 Ownership of Drawings and Specifications

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

7.0 Materials, Equipment, And Employees

7.1 The Contractor shall, unless otherwise specified, supply and pay for all labor, equipment, transportation, tools, apparatus, lights, heat, sanitary facilities, water, and incidentals necessary for the entire proper and substantial completion of his work. The Contractor shall install, maintain, and remove all equipment of the construction and be responsible for the safe, proper,

and lawful construction, maintenance, and use of same. The Contractor shall construct, in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the Plans, stated in the Specifications, or reasonably implied there from, all in accordance with the Contract Documents. Some of the major material items required for the work will be furnished by the Owner as outlined in the Technical Specifications. **All other necessary materials are to be furnished by the Contractor as outlined in the Technical Specifications.**

- 7.2 The Contractor shall not re- use any “removed” materials in the completion of this project unless indicated as a transfer unit on the construction drawings. Materials damaged or lost during construction of the work due to carelessness of the Contractor’s personnel, shall be replaced in kind by the Contractor at no cost to the Owner.
- 7.3 If at any time during the construction and completion of the work covered by these Specifications, the conduct of any workman of the various crafts is adjudged ungentlemanly and a nuisance to the Owner or the Engineer, or if any workman is considered incompetent or detrimental to the work, the Contractor shall order such parties to be immediately removed from the grounds.
- 7.4 Any superintendent or foreman of the Contractor who ignores or refuses to follow written instructions of the Owner or the Engineer or his representative at the site shall be immediately removed and replaced.
- 7.5 The Contractor shall insure that at all times he has sufficient crew compliments, both in terms of numbers and experience of personnel to perform work tasks safely, both for workers and the general public. Any instance noted to the contrary of this requirement may result in the complete shutdown of work on the project.

8.0 Royalties, Licenses, and Patents

It is the intention of the Contract Documents that the work covered herein will not constitute in any way on an infringement on any patent whatsoever. The Contractor shall protect and save harmless the Owner against suit on account of alleged or actual infringement. The Contractor shall pay all royalties and/or license fees required on account of patented articles or processes, whether or not the patent rights are evidenced hereinafter.

9.0 Indemnification

- 9.1 Bidder agrees to indemnify and save GUC of the City of Greenville, Pitt County, North Carolina, and the City of Greenville, North Carolina, its co-owners, joint-venturers, agents, employees, and insurance carriers harmless from any and all Third Party claims, actions, costs, expenses, including reasonable attorney fees, judgments, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to third party tangible property arising out of the negligent performance of the terms of this Contract by Bidder; including, but not limited to, Bidder’s employees, agents, subcontractors, and others designated by Bidder to perform work or services in, about, or attendant to, the work and services under the terms of this Contract. Bidder shall not be held responsible for any losses, expenses, claims, subrogation, actions, costs, judgments, or other damages, directly and proximately caused by the negligence of Greenville Utilities Commission of the City of Greenville, Pitt County, North Carolina. Insurance covering this indemnity agreement by Bidder 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 the Bidder.

10.0 Surveys

Unless otherwise specified, the Owner, will furnish all surveys and locations for locating the principal component parts of the work. Stakes missing at the time of construction will be replaced within a reasonable amount of time after notification by the Contractor.

11.0 Uncorrected Faulty Work

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

12.0 Delays and Extension of Time

- 12.1 The time to be allowed for construction of these facilities is stated in the Instructions to Bidders. The Contractor, upon notice of award of Contract, shall prepare a construction schedule based on the allowed time, and submit such schedule to the Engineer for approval. A Pre-Construction Conference will be scheduled for all parties concerned.
- 12.2 If the Contractor is delayed at any time in the progress of the work by any act of negligence by the Owner or the Engineer, or by any separate Contractor employed by the Owner or by changes ordered in the work, then the time of completion shall be extended for such reasonable time as the Engineer may decide.
- 12.3 No extension of time for completion will be made for ordinary delays and accidents. Extensions may be granted for delays ordered by the Owner or the Engineer if the request has been made in writing within forty-eight (48) hours after the order to cease work has been given.

13.0 Liquidated Damages

Time is of the essence, and it is critical that the work be performed on schedule and time is allowed for the completion of the work in the Contract Agreement included herewith. Damages for delay shall be at the rate of one thousand dollars (\$1,000.00) per calendar day for failure of the Contractor to complete the work within the Construction Schedule. No credit shall be given for early completion of the work.

14.0 Correction of Work Before Final Payment

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

15.0 Correction of Work AFTER Final Payment

Neither the final certificate, final payment, acceptance of the premises by the Owner, nor any provision of the Contract, nor any other act or instrument of the Owner or Engineer shall relieve the Contractor from responsibility for negligence, or faulty materials or workmanship, or failure to comply with the Drawings and Specifications. He shall correct or make good any defects due thereto and repair any damage resulting there from which may appear during the period of the guarantee following final acceptance of the work by the Owner. The Owner will report any defects as they may appear to the Engineer who will give the instructions for a time limit for completion of corrections to the Contractor.

16.0 The Owner's Right to Perform Work

The Owner may perform or have performed by others work which is described in the Specifications to be performed by the Contractor, due to early delivery of equipment prior to the execution of this

Contract. Upon the execution of the contract, the work performed will be deducted from the Contractor's price by the unit price set forth in the *Form of Proposal*.

If during the progress of the work or during the period of guarantee, the Contractor fails to execute the work properly or to perform any provision of the Contract, the Owner, after five (5) days' written notice to the Contractor from the Engineer or the Owner, may perform or have performed that portion of the work and may deduct the cost thereof from any amounts due or to become due the Contractor, such action and cost of same having been first approved by the Engineer. Should the cost of such action of the Owner exceed the amount due or to become due the Contractor, then the Contractor or his surety, or both, shall be liable for and shall pay to the Owner the amount of said excess.

17.0 Contractor's Affidavit

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

18.0 Assignments

The Contractor shall not assign any portion of this Contract nor subcontract it in its entirety. Except as may be required under terms of the Payment and/or Performance Bond, no funds or sums of money due or to become due the Contractor under this Contract may be assigned.

19.0 Guarantee

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

20.0 Engineer's Status

The Engineer has authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the Contract. He shall also have authority to reject all work and materials which do not conform to the Contract, to direct the application of forces to any portion of the work as in his judgment is required, to order the forces increased or diminished, and to decide questions which arise in the execution of the work.

The Engineer is the interpreter of the conditions of the Contract and the judge of its performance, and he shall use his powers under the Contract to enforce its faithful performance.

21.0 Engineer's Decisions

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

22.0 Right-Of-Way

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

23.0 Accidents

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

24.0 Equal Employment Opportunity

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

- 24.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or physical handicap. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or physical handicap. Such action shall include but not be limited to the following employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of the nondiscrimination clause.
- 24.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or physical handicap.
- 24.3 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or other understanding, a notice advertising the labor union or workers' representative of the Contractor's commitments under the Equal Employment Opportunity Section of this Contract and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 24.4 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Owner contracts.
- 24.5 The owner has adopted an Affirmative Action & Minority & Women Business Enterprise Plan (M/WBE) Program. Contractors submitting a proposal are attesting that they also have taken affirmative action to ensure equality of opportunity in all aspects of employment, and to utilize M/WBE supplies of material and/or labor.

25.0 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.

26.0 Government Restrictions

In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the successful Bidder 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

27.0 Patents and Copyrights

The Bidder 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.

28.0 Patent and Copyright Indemnity

The Bidder 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 Bidder shall be notified promptly in writing by GUC of any such claim; (2) that Bidder 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 Bidder 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 Bidder or from the use of combination of products provided by the Bidder with products provided by GUC or by others; and (5) should such product(s) become, or in the Bidder's opinion likely to become, the subject of such claim of infringement, then GUC shall permit Bidder, at Bidder'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.

29.0 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 Bidder'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 Bidder may be grounds for rejection of the Bidder's proposal. The Bidder 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.

30.0 Confidential Information

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

31.0 Assignment

No assignment of the Bidder's obligations or the Bidder'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 Bidder, GUC may:

- Forward the Bidder's payment check directly to any person or entity designated by the Bidder, and

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

32.0 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.

33.0 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.

34.0 Administrative Code

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

35.0 Execution

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

36.0 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 Bidder and the GUC Procurement Coordinator.**

37.0 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.

38.0 Termination of Agreement

GUC or Bidder may terminate this Agreement for just cause at any time. Bidder 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) Bidder's persistent failure to perform in accordance with the Terms and Conditions, (2) Bidder's disregard of laws and regulations related to this transaction, and/or (3) Bidder's substantial violation of the provisions of the Terms and Conditions

39.0 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.

40.0 Integrated Contract

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

41.0 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.

42.0 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.

43.0 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.

44.0 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).

45.0 Notices

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

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

SPECIAL CONDITIONS

1.0 Defective Workmanship

The acceptance of any workmanship by the Owner shall not preclude the subsequent rejection thereof if such workmanship shall be found to be defective after installation, and any such workmanship found defective before final acceptance of the work or within two (2) years after completion shall be remedied or replaced, as the case may be, by and at the expense of the Contractor. In the event of failure by the Contractor to do so, the Owner may remedy such defective workmanship and in such event the Contractor shall pay to the Owner the cost and expense thereof. The Contractor shall not be entitled to any payment hereunder so long as any defective workmanship, of which the Contractor shall have had notice, shall not have been remedied or replaced, as the case may be.

2.0 Materials

2.1 At or prior to the commencement of construction, the Owner shall make available to the Contractor all materials which the Owner has on hand, and from time to time as such additional deliveries of materials, if any, are received by the Owner, the Owner shall make such materials available to the Contractor; Provided, however, that the Contractor or his authorized representative shall give to the Owner a receipt in such form as the Owner shall approve for all materials furnished to the Contractor by the Owner. Upon completion of the project, the Contractor shall return all materials furnished by the Owner which are in excess of those required for the construction. Excess will be determined by comparison of Contractor's material receipts with final inventory as approved by the Owner. The Contractor shall also return to the Owner all material, usable and scrap, removed during construction. The Contractor will reimburse the Owner, at the current invoice cost to the Owner, for loss and/or breakage resulting from Contractor's negligence, of materials furnished to the Contractor by the Owner.

The winning Bidder will use the material package supplied by the Owner. The structures and equipment list is located in the Appendices.

2.2 The Control House foundation details will be provided to the Contractor prior to start of construction. The Contractor's per unit pricing for pad-type foundations, provided in the Bid Proposal, will be used for payment of the Control House foundation.

3.0 Defective Materials (Supplied by Contractor)

3.1 All materials supplied by the Contractor shall be subject to the inspection, tests and approval of the Owner. The Contractor shall furnish all information required concerning the nature or source of any materials and provide adequate facilities for testing and inspecting the materials at the plant of the Contractor.

3.2 The materials furnished hereunder shall become the property of the Owner when delivered at the point to which shipment is to be made. The Owner may, however, reject any materials and/or warranties of the Contractor and manufacturers. Recognition and subsequent rejection of any defective materials may occur either before or after incorporation of such materials into the work, provided such rejection is made within one (1) year of date of delivery of the materials. Upon any such rejection, the Contractor shall replace the rejected materials with materials complying with the Specification for Materials and warranties at the substation site. The Owner shall return the rejected materials F.O.B. truck at the same destination. In the event of the failure of the Contractor to so replace rejected materials, the Owner shall make such replacement and the cost and expense thereof shall be paid by and recoverable from the Contractor.

4.0 Storage of Materials

The substation structures, equipment, poles, and hardware for this construction will be delivered and stored at the Station site, shown on the Vicinity Map in the Appendices. All driveways and public roadways must be kept clear. No parking, storage or staging of materials shall be placed in a driveway or roadway, causing said roadway impassable any time.

5.0 Protection to Persons and Property

The Contractor shall at all times take all reasonable precautions for the safety of employees on the work and of the public, and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes, as well as the safety rules and regulations of the Owner. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America unless such instructions are incompatible with Federal, State, or Municipal laws or regulations.

The following provisions shall not limit the generality of the above requirements:

- 5.1 The Contractor shall so conduct the substation construction as to cause the least possible obstruction of public highways or streets.
- 5.2 The Contractor shall provide and maintain all such guard lights and other protection for the public as may be required by applicable statutes, ordinances, and regulations or by local conditions.
- 5.3 The Contractor shall do all things necessary or expedient to protect properly any and all parallel, converging, and intersecting lines, joint line poles, highways, railways and any and all property of others from damage, and in the event that any such parallel, converging and intersecting lines, joint line poles, highways, railways or other property are damaged in the course of the construction of the line, the Contractor shall at his own expense immediately restore any or all of such damaged property to as good a state as before such damage occurred.
- 5.4 The Contractor shall enter and exit the right-of-way at those locations specified by Owner or the Engineer.

It shall be the responsibility of the Contractor to maintain safe and unobstructed control of traffic along all state roads, highways, and all other streets within the project area. The Contractor shall obtain sufficient and suitable traffic cones, barriers, warning signs, and other devices necessary to maintain a safe work environment for crews and the general public. Traffic control must be provided for in accordance with the Manual of Uniform Traffic Control Devices (MUTCD), the North Carolina Department of Transportation (NC D.O.T.) Supplement to the MUTCD, all local ordinances, and as approved by local and state authorities.

- 5.5 All ditches and access ways disturbed shall be returned to their pre-existing condition at the end of construction.
- 5.6 Any and all excess earth, rock, debris, underbrush, and other useless material shall be removed by the Contractor from the site of the work as rapidly as practicable as the work progresses.
- 5.7 Before beginning work in or around any areas where underground facilities are known to exist, the Contractor shall locate all such facilities including water, sewer, gas, telephone and electrical lines.
- 5.8 Upon violation by the Contractor of any provisions of this section, after written notice of such violation given to the Contractor by the Owner, the Contractor shall immediately correct such violation. Upon failure of the Contractor to do so, the Owner may correct such violation at the Contractor's expense.
- 5.9 The Contractor shall submit to the Owner monthly reports in duplicate of all accidents, giving such data as may be prescribed by the Owner.

6.0 Supervision and Inspection

- 6.1 The Contractor shall cause the construction work to receive constant supervision by a competent superintendent (hereinafter called the "Superintendent") who shall be present at all times during working hours where construction is being carried on. The Contractor shall also employ, in connection with the construction of the substation capable, experienced, and reliable foremen and such skilled workmen as may be required for the various classes of work

to be performed. Directions and instructions given to the Superintendent by the Owner shall be binding upon the Contractor.

- 6.2 The Owner reserves the right to require the removal from the project of any employee of the Contractor if, in the judgment of the Owner, such removal shall be necessary in order to protect the interest of the Owner. The Owner shall have the right to require the Contractor to increase the number of his employees and to increase or change the amount or kind of tools and equipment if at any time the progress of the work shall be unsatisfactory to the Owner; the failure of the Owner to give any such directions shall not relieve the Contractor of his obligations to complete the work within the time and in the manner specified in this Proposal.
- 6.3 The manner of performance of the work, and all equipment used therein, shall be subject to the inspection, tests and approval of the Owner. The Contractor shall have an authorized agent accompany the Owner when final inspection is made and, if requested by the Owner, when any other inspection is made.
- 6.4 In the event that the Owner shall determine that the construction contains or may contain numerous defects, it shall be the duty of the Contractor, if requested by the Owner to have an inspection made by the Engineer for the purpose of determining the exact nature, extent, and location of such defects.

7.0 Temporary Construction

All temporary construction required to accomplish the work covered in these Specifications shall be the sole responsibility of the Contractor. The Contractor shall furnish all labor and materials necessary for temporary construction including the installation and removal of structures, poles, insulators, hardware, guys, anchors, etc. All materials used for temporary construction shall be removed from the site as soon as practicable and the site restored to as good a state as before such construction. All temporary materials supplied by the Contractor will remain the property of the Contractor. All temporary construction shall be performed and shall adhere to the same safety and code requirements as the proposed work and shall be covered by all requirements of these Plans, Specifications, and Contract Documents.

No extra pay item will be issued for temporary construction, or for subsequent removal of same.

8.0 Normal Work Week

- 8.1 The Contractor shall provide the Owner quoted prices on a per-hour basis, for various personnel and equipment, assuming a normal work week as being forty (40) hours.
- 8.2 The Contractor shall state in the Proposal his normal work week for the project.
- 8.3 Work on weekends or generally accepted holidays will only be allowed if specific outage arrangements are required or the Contractor falls behind in meeting the project's scheduled completion date.
- 8.4 The Contractor will not be paid for inclement weather days or for travel time to and from the job site, unless expressly requested by the Contractor as a written stipulation to his original Proposal.

9.0 Job-Site Obligations

- 9.1 Except as otherwise provided in the Contract, necessary sanitary conveniences for use by the Contractor's employees and Subcontractors at the Jobsite shall be furnished and maintained by the Contractor in such manner and at such locations as shall be approved by the Company Representative and their use shall be strictly enforced.
- 9.2 The Contractor shall, at all times, keep its work areas in a neat, clean, and safe condition. The Contractor shall be responsible for continuous clean up and removal of its trash, debris, waste materials and scrap and disposal of same off the Jobsite. Upon completion of any portion of the Work, the Contractor shall immediately remove all of its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of the Work. Upon completion of the Work and before final payment is made, the

Contractor shall, at its expense, satisfactorily dispose of all plant, buildings, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the Work, including return to the Owner's warehouse or designated lay down area(s), at the Owner's option of any salvageable materials for which the Owner has reimbursed the Contractor or that has been supplied by the Owner for incorporation into the Work but not used; and the Contractor shall leave the premises in a neat, clean and safe condition acceptable to the Company Representative. In the event of the Contractor's failure to comply with the foregoing, the same may be accomplished by the Owner at the Contractor's expense.

- 9.3 The Owner reserves the right to authorize its agents or designees to enter the Jobsite as it may elect for the purpose of inspecting the Work, or constructing or installing such collateral work as it may desire, or testing, boring or surveying, or any other purpose.
- 9.4 The Contractor understands and agrees that duly authorized representatives of government agencies having appropriate jurisdiction may enter the Jobsite at any time and from time to time.
- 9.5 If any Work or part thereof shall be covered contrary to the requirements of the Contract or the request of the Owner or Engineer, it must, if required by the Company Representative, be uncovered for observation and inspection and covered again at the Contractor's sole expense.
- 9.6 If any other Work that the Company Representative has not specifically requested to observe and inspect prior to being covered has been covered, the Owner or Engineer may request to see such Work or part thereof and it shall be uncovered by the Contractor. If such Work or part thereof is found to be in accordance with the Contract, the cost of uncovering and covering again shall, by appropriate Change Form, be charged to the Owner. If such Work or part thereof fails to meet the requirements of the Contract, the Contractor shall pay all costs of uncovering, correcting, and covering again and any additional costs resulting there from.
- 9.7 The Contractor shall conduct daily and weekly on-site safety meetings at the beginning of each work period. These meetings should not preclude the Contractor from conducting tailgate safety meetings before each new work period, after break, different work assignments, etc. as determined by OSHA and other applicable safety laws and regulations. In addition, the Contractor shall be required to attend onsite safety meetings with the Owner.
- 9.8 All personnel / visitors / individuals shall have a safety briefing by the Contractor prior to entering the energized substation area.
- 9.9 The Contractor shall facilitate a formal safety program for all individuals entering the site.
- 9.10 The Contractor shall provide the Owner a copy of the Contractor's Safety Manual, outlining policies, procedures, documentation and training. The Owner will provide the Contractor with a copy of the Owner's Safety Manual. The Contractor shall perform the work using the more stringent of the two policies.

CONTRACT AGREEMENT

THIS CONTRACT, made this _____ day _____, 2019, by _____, hereinafter called Bidder, and GREENVILLE UTILITIES COMMISSION (GUC) OF THE CITY OF GREENVILLE, PITT COUNTY, NORTH CAROLINA, a corporation, hereinafter called the Owner.

WITNESSETH

THAT WHEREAS, a Contract for
**GREENVILLE UTILITIES COMMISSION
SUBSTATION WORK FOR
GREENVILLE 230kV WEST POD NO. 2 FOUNDATIONS AND OIL CONTAINMENT**

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

AND WHEREAS, it was provided in said award that a formal Contract would be executed by and between Bidder and Owner, evidencing the terms of said award, and that Bidder would commence the work to be performed under this agreement on a date to be specified in a written order of Owner, and would fully complete all work thereunder no later than 60 days from the date of contract.

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

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

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

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

- a) Governing Law - This Contract shall be construed and enforced in accordance with the laws of the State of North Carolina. All parties agree to the jurisdiction of the Courts of North Carolina with respect to any action or dispute arising between the parties.
- b) Further Assurances - The parties hereto agree to execute and deliver any and all papers and documents which may be necessary to carry out the terms of this Contract.
- c) Entire Contract - This Contract (including materials incorporated herein by reference) constitutes the entire agreement between the parties hereto and there are no agreements, representations, or warranties which are not set forth herein. All prior negotiations, agreements, and understandings are superseded hereby. This Contract may not be amended or revised except by a writing signed by all parties hereto. This Contract shall be construed and interpreted without any presumption either for or against the party who caused its preparation.

- d) Binding Effect - This Contract shall be binding upon an inure to the benefit of the heirs, legal representatives, successors and assigns of the respective parties hereto, provided that this Contract and all rights hereunder may not be assigned by any party hereto without the written consent of the other party.
- e) Time of Performance - Time is of the essence with regard to the performance of this Contract.
- f) Survivability - The terms of this Contract shall survive execution and delivery of any deeds or bills of sale called for hereunder.
- g) Headings - The headings in the paragraphs of this Contract are inserted for convenience only and do not constitute a part hereof.

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

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

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

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

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

PROVIDE CURRENT LIABILITY INSURANCE CERTIFICATE(S)

Instructions to Bidders, 14.0 Contractor's Insurance

COVERAGES:

1. Workmen's Compensation Insurance shall include all of the Bidder's employees employed at the site of the project under his Contract. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workmen's Compensation Statute, the Bidder shall provide adequate coverage for the protection of his employees not otherwise protected.
2. Public Liability and Property Damage Insurance shall be in such amounts as to adequately protect the Owner and the Bidder from claims for damages for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this Contract, whether such operations be by himself or by anyone directly or indirectly employed by him. The amount of such insurance shall be for the following:

Public Liability Insurance for bodily injury or death \$1,000,000 for one person, and \$2,000,000 for each accident.

Property Damage Insurance \$2,000,000 for each accident and \$2,000,000 aggregate for accidents during the policy period.

3. Motor Vehicle Liability Insurance shall be for the following amounts:

Bodily injury or death \$1,000,000 for one person and \$2,000,000 for each accident.

Property damage is \$2,000,000 for each accident.

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

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

CERTIFICATE HOLDER:

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

EXPIRATION:

Each certificate must not terminate before the contract completion date.

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

BIDDER:

(Imprint Corporate Seal
Below this line) _____(SEAL)

By _____(SEAL)

Title _____

ATTEST:

By: _____

Title: _____

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

By _____
Anthony C. Cannon

Title: General Manager / CEO

ATTEST:

By: _____
Amy Wade

Title: Executive Secretary

APPROVED AS TO FORM AND LEGALITY:

By: _____
Phillip R. Dixon

Title: General Counsel

CONTRACT INSTRUCTIONS

INSTRUCTIONS FOR PROPER SIGNING

If Bidder is an individual, sign on first line only and designate trade name below first line, thus:

_____John Jones_____(SEAL)
Trading as Jones Paving Company

If Bidder is a partnership, sign partnership name on first line; have at least one general (not limited) partner sign on second line, and put his designation as partner on third line, thus:

_____JONES PAVING COMPANY_____(SEAL)
By _____John Jones_____(SEAL)
Title _____General Partner_____

If Bidder is a corporation, sign corporate name on first line (exactly) as such appears on the corporate seal, have the President or a Vice President sign on second line, put his title on third line, have the Secretary or Assistant Secretary sign on the left "Attest" line (adding the word "Assistant" before the word "Secretary" if the Assistant Secretary is signing), and imprint corporate seal above the word "Attest", thus:

_____JONES PAVING COMPANY, INC._____(SEAL)
By _____John Jones_____(SEAL)
Title _____President_____

ATTEST:

_____Thomas Jones_____
Assistant Secretary

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

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

By: _____
Phillip R. Dixon

Title: _____
General Counsel

Date: _____

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

By: _____
Jeff W. McCauley

Title: _____
Chief Financial Officer

Date: _____

**GREENVILLE UTILITIES COMMISSION
GREENVILLE, NORTH CAROLINA**

**SUBSTATION INSTALLATION CONTRACT FOR
GREENVILLE 230KV WEST POD NO. 2 FOUNDATIONS AND OIL CONTAINMENT**

1.2.FORM OF PROPOSAL

1.3. (Provide two (2) copies)

Respectfully submitted this ____ day of _____, 2019.

OWNER: Greenville Utilities Commission 401 South Greene Street Greenville, North Carolina 27834 P.O. Box 1847 Greenville, North Carolina 27835 Mr. Cleve Haddock, CLGPO Procurement Coordinator Office: 252-551-1533 Cell: 252-551-3302 Email: Haddocgc@guc.com	BIDDER: <table border="1" style="width:100%; border-collapse: collapse;"><tr><td style="width:50%;">NAME</td><td style="width:50%;">TITLE</td></tr><tr><td colspan="2">STREET ADDRESS</td></tr><tr><td colspan="2">CITY/STATE/ZIP</td></tr><tr><td colspan="2">PHONE:</td></tr><tr><td colspan="2">FAX:</td></tr><tr><td colspan="2">E-MAIL:</td></tr><tr><td colspan="2">SIGNATURE</td></tr></table>	NAME	TITLE	STREET ADDRESS		CITY/STATE/ZIP		PHONE:		FAX:		E-MAIL:		SIGNATURE	
NAME	TITLE														
STREET ADDRESS															
CITY/STATE/ZIP															
PHONE:															
FAX:															
E-MAIL:															
SIGNATURE															
MANUFACTURER OF PROPOSED EQUIPMENT															
MANUFACTURER															
STREET ADDRESS															
CITY / STATE / ZIP															

TERMS AND CONDITIONS

1. The undersigned, hereafter called the Contractor, hereby declares that the only person or persons interested in this Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.
2. The Contractor further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the locations where the work is to be done; that he has examined the Technical Specifications for the work and Contract Documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.
3. The Contractor proposes and agrees, if this Proposal is accepted, to contract with the Owner in the form of Contract specified, to furnish all necessary labor, equipment, and materials, except materials and equipment specified to be furnished by the Owner, required for the installation of the station, complete in accordance with the Plans, Specifications and Contract Documents, to the full and entire satisfaction of the Owner with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and Contract Documents, as filed on Change Order forms. No changes in work shall begin without prior written approval by the Owner or its representative Engineer.
4. The Bid Schedule is subject to the following terms and conditions which, by reference, are made a part of this Proposal.
5. The prices of materials set forth herein do not include any sums which are or may be payable by the Contractor on account of North Carolina Sales Tax upon the sale, purchase, or use of the materials hereunder, the amount thereof shall be added to the purchase price and paid by the Owner after the Contractor has ascertained the actual sales tax to be included in the Contract price.
6. The prices quoted in the Proposal shall be firm unless otherwise clearly noted in the Proposal.
7. The price quoted includes delivery FOB substation site of any equipment and materials and complete installation at substation site. The prices of the equipment and installation set forth herein shall include the cost of delivery at the Contractor's risk to the site.
8. The Contractor shall provide the Owner quoted prices on a per-hour basis, for various personnel and equipment, assuming a normal work week as being forty (40) hours.
9. The Contractor shall state his normal work week for the project:
_____ Five (5), eight (8) hour days (Monday through Friday)
_____ Four (4), ten (10) hour days (Monday through Thursday)
_____ Other, _____
10. Work on weekends or generally accepted holidays will only be allowed if specific outage arrangements are required, or if the Contractor falls behind in meeting the project's scheduled completion date. If the Contractor deems this necessary, he must receive the Owner's written approval five (5) business days prior to beginning the revised work scheme.
11. The time of completion for the project is of the essence.
12. The Contractor shall submit a proposed project construction schedule with the Proposal for review and approval by the Owner and Engineer. The targeted date for completion is April 6, 2019. If this date is not possible, please present an alternate date.
13. The time for delivery and installation shall be extended for the period of any reasonable delay due exclusively to causes beyond the control and without fault of the Contractor, including acts of God, fires, floods, strikes, and delay in transportation

14. The Contractor will not be paid for inclement weather days or for travel time to and from the job site, unless expressly requested by the Contractor as a written stipulation to his original Proposal.
15. The Contractor-furnished materials shall conform to the "Technical Specifications" attached hereto and made a part hereof.
16. Title to the materials furnished by the Contractor shall pass to the Owner upon completion of the installation at the point above specified.
17. This Proposal is made pursuant to the provisions of the Notice and Instructions to Bidders, the Specifications, and the Contractor agrees to the terms and conditions thereof.
18. The Contractor warrants the accuracy of all statements contained in the Bidders Qualifications, if any shall be submitted, and agrees that the Owner shall rely upon such accuracy as a condition of the Contract in the event that this Proposal is accepted.
19. The Contractor warrants that the Contractor-furnished Materials will conform to the performance data and guarantees attached which, by this reference, are made a part of this Proposal. Any exceptions or deviations from the Plans and Specifications must be clearly stated in the Proposal to warrant consideration.
20. The Contractor assumes liability for the proper care, handling, storage, and security of all materials furnished to the Contractor by the Owner for the project.
21. The undersigned further agrees that in case of failure on his part to execute said Contract within ten (10) consecutive calendar days after written notice has been given of the Award of the Contract, bid security accompanying this bid, and the monies payable thereon, shall be paid into the funds of the Owner's account set aside for this project, as liquidated damages for such failure, otherwise, the check, cash, or Bid Bond accompanying the Proposal shall be returned to the undersigned.
22. The Contractor shall maintain during the course of the project and shall provide the Owner/Engineer one (1) complete set of "as-constructed" drawings upon the completion of the project.
23. The Contractor warrants that it possesses Electric Utility Contractor's License for the State of North Carolina. A copy of the license shall be included in this *Form of Proposal*.
24. The Contractor shall submit, in the *Form of Proposal*, the proposed project management staff, i.e., project manager, site superintendent, general foreman, etc. The qualifications / work experience level of the Bidder's proposed work force shall be included as well. The Contractor shall provide evidence of a minimum of 60% of the proposed work force having five (5) years or more tenure with the Bidder's firm. If other personnel are actually assign to the project, similar information will be required prior to construction assignment.
25. The Contractor shall provide a list of recent projects of similar voltage class and complexity, along with the Owner and contact information of the representative who was reported to directly.
26. If the proposed staff along with their qualifications is not provided, the bid may be subject to non-compliance, thus, making it unacceptable.
27. The Contractor shall provide a list of subcontractors (if any) in the proposal and their respective support services which will be used by the Contractor when undertaking this project. All subcontractors will be subject to review and approval by the Owner.
- 28. A mandatory pre-construction meeting will be scheduled at a later time based on the construction schedule at the POD No.2 site.**

INSERT

ADDENDA / CLARIFICATIONS / BULLETINS

Instructions to Bidders, 4.0 Bulletins and Addenda

REPLACE
Labor, Material and Unit Pricing Proposals

Page P-5 through P-6

INSERT

PROPOSED CONSTRUCTION SCHEDULE

*Instructions to Bidders, 9.0 Completion
Form of Proposal, Terms and Conditions – Item 12*

INSERT

CERTIFICATE(S) OF INSURANCE

Instructions to Bidders, 14.0 Contractor's Insurance

INSERT

CONTRACTOR'S LICENSE

*Instructions to Bidders, 15.0 Contractor's License
Form of Proposal, Terms and Conditions – Item 23*

Instructions to Bidders, 5.0 Award of Contract

230kV POD WEST NO.2 SUBSTATION FOUNDATIONS AND OIL CONTAINMENT

The following is a list of exceptions to the Bidding Documents and/or Technical Specifications pertaining to the furnishing of the subject materials. Bidders shall identify each exception by Specification page and paragraph number on this form. The omission of exception implies complete compliance with Plans and Specifications.

EXCEPTION/VARIATION[illegible]

EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

General Conditions, 24.0 Equal Employment Opportunity

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

Bidder:

By:

Date:

PROPOSED PROJECT MANAGEMENT STAFF

Form of Proposal, Terms and Conditions – Item 24

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

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

REFERENCES

Form of Proposal, Terms and Conditions – Item 25

CONTACT INFORMATION FOR RECENT SIMILAR PROJECTS

Owner Name	Project Description	Contact Name and Phone Number

LIST OF SUBCONTRACTORS
Form of Proposal, Terms and Conditions – Item 27

SUBCONTRACTOR	PROPOSED WORK TO BE PERFORMED

Letter of Compliance to E-Verify for Greenville Utilities Commission

1. I have submitted a bid for contract or desire to enter into a contract with the Greenville Utilities Commission;
2. As part of my duties and responsibilities pursuant to said bid and/or contract, I affirm that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
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)

**LETTER OF COMPLIANCE TO THE
IRAN DIVESTMENT ACT CERTIFICATION**

Name of Vendor or Bidder: _____

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

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

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

Signature	Date
-----------	------

Printed Name	Title
--------------	-------

BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT WE _____

_____ as Principal, and _____

as Surety, who is duly licensed to act as Surety in North Carolina, are held and firmly bound unto the Greenville Utilities Commission, Greenville, NC, as Obligee, in the penal sum of _____

_____ DOLLARS (\$_____) (5% Bid Bond), lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

SIGNED, Sealed and dated this _____ day of _____, 2019.

WHEREAS, the said Principal is herewith submitting a Proposal for

**INSTALLATION OF THE
GREENVILLE 230KV WEST POD NO.2 FOUNDATIONS AND OIL CONTAINMENT**

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

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

Principal

By _____ (SEAL)

Corporate Surety

By _____ (SEAL)