ADVERTISEMENT FOR BIDS

Sealed proposals will be received in the Office of the Purchasing Technician, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 2:00 PM (EDST) on July 2, 2013 and immediately thereafter publicly opened and read for the furnishing of an overhead electric construction crew.

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

Greenville Utilities Commission reserves the right to reject any or all bids.

SECTION I

GENERAL INSTRUCTIONS FOR FORMAL BIDS

RELATED TO OVERHEAD ELECTRIC CONSTRUCTION SERVICES

1.0 NOTICE TO BIDDERS

Sealed bids, subject to the conditions made a part hereof, will be received in the Office of the Purchasing Technician, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 2:00 PM (EDST) on July 2, 2013, the day of opening. Bids submitted in a fax or e-mail in response to this Invitation for Bids will not be acceptable.

2.0 STANDARD FORMS REQUIRED

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

3.0 PREPARATION OF BID

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

4.0 TIME FOR OPENING BIDS

Bids will be opened promptly and read at the hour and on the date set forth in the advertisement in the Office of the Purchasing Technician, Greenville Utilities Main Office, 401 S. Greene Street, Greenville, North Carolina 27834. Bidders or their authorized agents are invited to be present.

5.0 **DEPOSIT**

A deposit is **NOT** required for this bid.

6.0 NC SALES TAX

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

7.0 FEDERAL EXCISE TAX

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

8.0 EXCEPTIONS TO BE CLEARLY STATED

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

9.0 EVALUATION AND AWARD OF BIDS

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

10.0 PROMPT PAYMENT DISCOUNTS

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

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 bids are stated both in numbers and in words, the words govern.

12.0 BID WITHDRAWAL

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

13.0 MINORITY BUSINESS PARTICIPATION PROGRAM

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

14.0 DELIVERY TIME

Delivery time is to be stated and will be considered in the evaluation of bids if applicable.

15.0 CONTRACT PERIOD

It is the intent of Greenville Utilities Commission (GUC) to enter into a multi-year contract at the time the contract is awarded by GUC to the successful bidder for a total contract period not to exceed four (4) years. **Prices shall remain fixed during the first year** with option for annual extensions at the same or negotiated unit prices for up to four (4) additional years if market and service conditions so warrant and prove to be in the best interest of GUC.

16.0 CONTACT INFORMATION

Questions regarding this bid request should be directed to Jeff Byrd, Electric Distribution Engineer at (252) 551-1568, byrdwj@guc.com, Cleve Haddock, Purchasing Technician at (252) 551-1533, haddocqc@guc.com

17.0 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 bid proposal.

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SECTION II

GREENVILLE UTILITIES COMMISSION

SPECIFICATIONS FOR

OVERHEAD ELECTRIC CONSTRUCTION CREW

JULY 2, 2013

General Description

The intent of these specifications is to describe a crew structure specifically designed to accommodate all types of overhead electric distribution construction activities.

The labor force proposed and the equipment requested shall meet the minimum requirements as set forth in these specifications.

The anticipated scope of this contract is for one (1) year with an anticipated use of crew for approximately twenty-six (26) weeks of labor and equipment on a cost plus basis. The twenty-six (26) weeks anticipated usage is only an estimate of GUC's needs in the next 12 months. Actual usage may be more or less. GUC reserves the right to contract for more or less than the stated 26 weeks at the same firm prices indicated herein. This labor force will assist in the completion of a number of planned improvement projects throughout the year, each project estimated to last from three to eight weeks.

Projects may be assigned intermittently throughout the contract year. Greenville Utilities requests that the Contractor begin any specific project within three weeks from time of notification to begin work on the particular project. Greenville Utilities intends to retain this work force for the contract year for emergency assistance during situations affecting its service area.

Greenville Utilities reserves the right to terminate this contract based on the performance of the crew or the reduction of anticipated workload. If agreeable with both parties, the contract can be renewed for the same time period (1-year) at the same firm unit prices or mutually agreeable prices.

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.

Work Week

The workweek will be within Greenville Utilities normal working hours. These hours are 7:00 am to 5:30 pm Monday through Friday excluding holidays, as shown on the attached holiday schedule. No travel time will be awarded the Contractor. Time lost due to inclimate weather may be made up during our regular working hours only.

Damage to Facilities

The Contractor shall be responsible for damages to any Utilities or customer-owner facilities caused by its forces.

Housekeeping

Contractor shall at all times keep the site free of accumulations of waste materials or trash caused by his work force. At the completion of work at each job site, Contractor shall remove all tools and surplus materials and leave site in satisfactory condition.

Supervision

The Contractor shall remain in close communication with the Greenville Utilities representative. No work shall commence that has not been directed by the Greenville Utilities representative.

Payment

Invoices will be submitted weekly for work done during the previous week.

Insurance

The Contractor shall submit proof of Comprehensive General Liability Insurance carried in the minimum amount of \$1,000,000. A broad form property damage endorsement must be attached to the policy. Automobile Liability Insurance in the minimum amount of \$1,000,000 must be carried and proof of same submitted to Greenville Utilities with the execution of the contract for the procurement of labor. The Contractor's Certificate of Insurance shall also include Workers' Compensation Insurance.

Description of Labor

The crew structure shall consist of the following line personnel:

Line Crew Leader: Under general supervision, directs and performs supervisory and

skilled work at the journeyman lineman level. Leads and directs the work of a line crew in all phases of overhead electrical line

work.

First Class Lineman: Under general supervision, performs skilled work at the

journeyman level in construction and maintenance of electric

distribution lines.

Second Class Lineman: Under direct supervision, performs skilled work at the first class

lineman level. Work is restricted to primary voltage at 7200 volts

or less without supervision of a first class lineman.

Third Class Lineman: Under direct supervision, performs semi-skilled work related to

electric power line construction. Work is restricted to secondary

voltage performed from bucket or pole.

Line Truck Operator: Operates line truck while setting and removing poles in or around

energized lines. Supports activities of upper class lineman on

ground.

All personnel shall possess a considerable amount of experience in construction of overhead electrical distribution systems. All personnel shall be able to proficiently operate all equipment assigned to the crew. All personnel shall possess a valid current North Carolina Commercial driver's license.

Description of Equipment

Bucket Truck: Bucket truck shall be less than 10 years old. It shall be an Altec AA750M, Hi-Ranger 5TC55 with two man bucket and material handling package or equivalent. The unit provided shall be in good working order and at a minimum be equipped with the following tools and equipment:

Quantity	<u>Item</u>
6 16 18 2 2 6 10 4 1 1 1 1 1 1 2 4 4	36" x 36" rubber blankets 6" connector type rubber hoses blanket pins canvas utility buckets #1 insulated bolt cutters 2/0 cu x 10' mechanical jumpers DOT approved traffic cones DOT approved warning signs fiberglass "shot gun stick" fiberglass finger stick 600V volt meter phase rotation meter 35 kV phasing stick hydraulic impact drill 3/4-ton chain hoist 1-ton belt hoist #6-#2 conductor grips
Quantity	<u>Item</u>
4 4 4 4 2 1 1 1 1 1 1 1 1 0 2	#2-2/0 conductor grips 2/0-4/0 conductor grips 4/0-556 conductor grips 556-795 conductor grips hand lines extension ladder compression tool "O" "D" compression tool "5/8" "D" compression tool XPJ 12A hydraulic dynapress large ampact tool 6" distribution stringing blocks sets of standard lineman's tools hydraulic impact wrench

Line Truck:

Line truck shall be less than 10 years old. It shall be an Altec D-945, Telect 4045 or equivalent. The unit provided shall be in good working order and at a minimum be equipped with the following tools and equipment:

Quantity	<u>Item</u>
1 2 2 4 10 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 2 2 4 4 4 4	20,000 lb. front winch canvas utility buckets #1 insulated bolt cutters 2/0 cu mechanical jumpers DOT approved traffic cones DOT approved warning signs fiberglass "shot gun stick" fiberglass finger stick 600V volt meter 8' digging bar 5' shovels 10' spoons 10" spade hydraulic tamp 45 lb. hydraulic hammer/5/8" ground rod adapter anchor attachment set of slack blocks 4" hydraulic impact drill 3/4-ton chain hoist 1-ton belt hoist #6-#2 conductor grips #2-2/0 conductor grips 2/0-4/0 conductor grips 556-795 conductor grips
Quantity	<u>ltem</u>
4 1 2 1 2 1 1 1 1 10 1 10 4 1 1	3/8" guy grips "flats" power take-up reel on hydraulic winch hand lines extension ladder cant hooks compression tool "O" "D" compression tool "5/8" "D" compression tool XPJ 6" distribution stringing blocks set of standard lineman's tools collar ropes 4' slings set of pole claws steel pole sling 12,000 lb. GVW pole trailer

Crew Cab:

Crew cab provided to enable entire crew to be transported in one vehicle. Unit shall be 1995 model or newer. Truck shall be in good working order and, at a minimum, be equipped with the following tools and equipment:

<u>Quantity</u>	<u>ltem</u>
10	DOT approved traffic cones
1	35' telescopic finger stick
1	ratchet & socket set
1	600V volt meter
1	20" chain saw

3,000 lb. hydraulically operated puller/tensioner with 6,000 ft. pulling rope and associated stringing equipment with a minimum of 120 six inch stringing blocks available for wire pulling.

Additional Specialized Equipment

Bucket Truck	100 foot working height	\$/hr
Bucket Truck	70 foot wide track mount	\$/hr
Digger Derrick	30,000 lb 60 ft sheave	\$/hr
Digger Derrick	30,000 lb wide track mount	\$/hr

All specialized equipment shall be available within two weeks of request. Specialized equipment shall be utilized for a minimum of 40 hours per request.

Pole and Primary Assemblies Installation/Removal

Bidders are to include **unit pricing** for the following construction units and are to be included as part of the bid and contract. **Bids will be evaluated based on the lowest cost plus overhead and equipment rates.** Cost plus overhead and equipment rates shall be used for billing purposes unless determined otherwise on specific case by case basis and previously approved by GUC representative.

Poles-Install

All poles to be set at an embedment depth of 10" of pole length plus 2 feet. All wood pole installations shall include pole butt grounding plate and #4 bare copper ground wire from butt grounding plate to neutral position typically 27 feet above ground level, stapled every 12".

Install	P35W	35/5 pole wood	\$
Install	P40W	40/4 pole wood	\$
Install	P45W	45/4 pole wood	\$
Install	P50W	50/3 pole wood	\$
Install	P55W	55/3 pole wood	\$
Install	P60W	60/2 pole wood	\$
Install	P65W	65/2 pole wood	\$
Install	P70S	70-LD-1 steel pole	\$
Install	P75S	75-LD-1 steel pole	\$
Install	P80S	80-LD-2 steel pole	\$
Install	P85S	85-LD-2 steel pole	\$
Install	P90S	90-LD-2 steel pole	\$
Install	P35C	35 ft concrete pole	\$

Install	P25CD	25 ft concrete pole decorative	\$
Install	P25AD	25 ft aluminum pole decorative	\$
Install	P25AF	25 ft aluminum pole decorative 4 bolt flange	\$
Install	FA6X6	Foundation anchor 6" X 6' screw in type	\$

Poles-remove

All pole items shall be removed and returned to central warehouse located at 801 Mumford Rd. Greenville, NC.

Remove	P35W	35/5 pole wood	\$
Remove	P40W	40/4 pole wood	\$
Remove	P45W	45/4 pole wood	\$
Remove	P50W	50/3 pole wood	\$
Remove	P55W	55/3 pole wood	\$
Remove	P60W	60/2 pole wood	\$
Remove	P65W	65/2 pole wood	\$
Remove	P70S	70-LD-1 steel pole	\$
Remove	P75S	75-LD-1 steel pole	\$
Remove	P80S	80-LD-2 steel pole	\$
Remove	P85S	85-LD-2 steel pole	\$
Remove	P90S	90-LD-2 steel pole	\$
Remove	P35C	35 ft concrete pole	\$
Remove	P25CD	25 ft concrete pole decorative	\$
Remove	P25AD	25 ft aluminum pole decorative	\$
Remove	P25AF	25 ft aluminum pole decorative 4 bolt flange	\$
Remove	FA6X6	Foundation anchor 6" X 6' screw in type	\$

Primary Assemblies Install

Install	A-1	Single phase straight line tangent	\$
Install	A-2	Single phase light angle double pin	\$
Install	A-3	Single phase vertical suspension	\$
Install	A-4	Single phase double dead-end	\$
Install	A-5	Single phase dead end	\$
Install	B-1	Two phase straight line tangent	\$
Install	B-2	Two phase light angle double pin	\$
Install	B-3	Two phase vertical suspension	\$
Install	B-4	Two phase vertical double dead-end	\$
Install	B-5	Two phase dead-end	\$
Install	B-7	Two phase dead end on arm	\$
Install	C-1HEC	Three phase straight line tangent narrow profile	\$
Install	C1-1EC	Three phase straight line tangent fiberglass arm	\$
Install	C2H-1VEC	Three phase straight line tangent "Z" on insulator	
		Bracket	\$
Install	C2H-1VEC	Three phase straight line tangent "Z" horizontal post insulator	\$
Install	C2HEC	Three phase light angle narrow profile double pin	\$
Install	C2-1EC	Three phase light angle fiberglass double arm	
		double pin	\$
Install	C-3	Three phase vertical suspension	\$
Install	C-4	Three phase vertical double dead-end	\$
Install	C-5	Three phase dead-end	\$

Install	C7EC	Three phase dead end on arm		\$
Install	M54EC	Stand-off insulator		\$
Install	M56EC	_ightning Arrester		\$
Install	M315HEC	Gang Operated Switch Horizonta	al	\$
Install	M315PEC	Gang operated switch phase over		\$
Install	M315VEC	Gang operated switch vertical	. [\$
Install	M315DEC	Gang operated switch delta		\$
Install	M2-1EC	Ground Rod 20 foot driven 5/8" >	: 12' and 5/8" x8'	\$
Install	M2-12EC	Pole Ground	, . ,	\$
Install	M59EC	200 amp fused disconnect		\$
Install	M3-4IL	600 amp in-line switch		\$
Install	M3-4LD	600 amp line-drop switch		\$
Install	E1-1EC	Down guy		\$
Install	E1-1FEC	Down guy w/Fiberglass Stick		\$
Install	E1-1SWEC	Down guy-Fiberglass Sidewalk		\$
Install	E2-2EC	Span guy		\$
Install	E2-2FEC	Span guy w/Fiberglass stick		\$
Install	E3-10EC	Plastic guy Guard		\$
Install	F2-XEC	10" Screw Anchor		\$
Install	F2-EXEC	Anchor Extension		\$
Install	G105	CSP Transformer single phase		\$
Install	G109	Conventional Transformer single	nhasa	\$
Install	G210	Conventional open delta bank	priasc	\$
Install	G312	Conventional wye bank		\$
Install	LT-O	Open light fixture on 4 ft arm		\$
Install	LT-C	Cobra Head fixture on 8 ft arm		\$
Install	LT-D	Decorative fixture on tennon		\$
Install	C-1/0	1/0. ACSR conductor		\$
Install	C-336	336 mcm ACSR conductor		\$
Install	C-795	795 mcm AAC conductor		\$
Install	CTPX-6	# 6 triplex		\$
Install	CTPX-2	# 2 triplex		\$
Install	CTPX-1	1/0 triplex		\$
Install	CTPX-4	4/0 triplex		\$
motan	011 X- 1	+/O triplex		Ψ
Primary Asso	emblies Remo	9		
Remove	A-1	Single phase straight line	tangent	\$
Remove	A-2	Single phase light angle	•	\$
Remove	A-3	Single phase vertical sus	-	\$
Remove	A-4	Single phase double dea	-	\$
Remove	A-5	Single phase dead end		\$
Remove	B-1	Two phase straight line to	angent	\$
Remove	B-2	Two phase light angle do		\$
Remove	B-3	Two phase vertical suspe		\$
Remove	B-4	Two phase vertical doubl		\$
Remove	B-5	Two phase dead-end	-	\$
Remove	B-7	Two phase dead end on	arm	\$
Remove	C-1HE			r
	Ç .	Profile	3-11-11 5 11-4-11	\$
Remove	C1-1E		tangent fiberglass	т
		Arm	g :	\$
				т

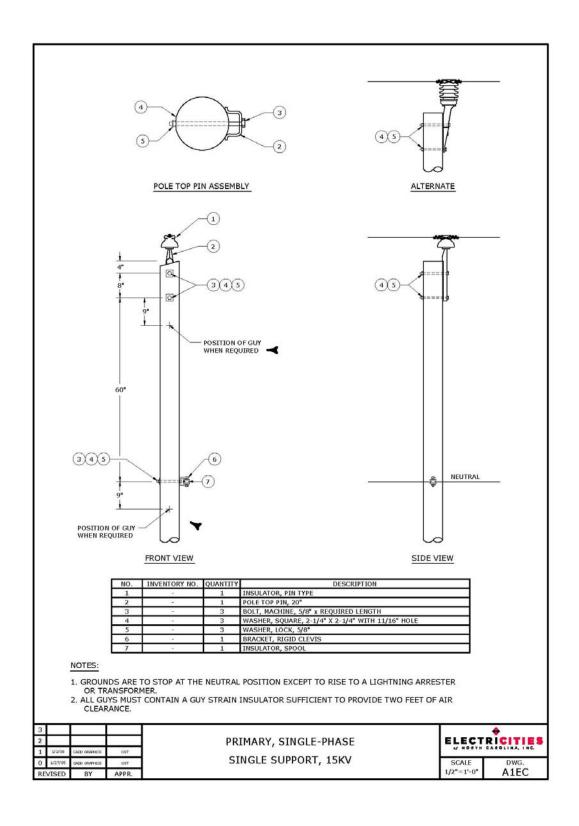
Remove C2H-1VEC Three phase straight line tangent "Z" on insulator bracket	\$
Remove C2H-1VEC Three phase straight line tangent "Z" horizontal post insulator	\$
Remove C2HEC Three phase light angle narrow profile double pin	\$
Remove C2-1EC Three phase light angle fiberglass double arm double pin	\$
Remove C-3 Three phase vertical suspension	\$
Remove C-4 Three phase vertical dead-end	\$
Remove C-5 Three phase dead-end	\$
Remove C7EC Three phase dead end on arm	\$
Remove M54EC Stand-off insulator	\$
Remove M56EC Lightning Arrester	\$
Remove M315HEC Gang Operated Switch Horizontal	\$
Remove M315PEC Gang operated switch phase over phase	\$
Remove M315VEC Gang operated switch vertical	\$
Remove M315DEC Gang operated switch delta	\$
Remove M21EC Ground Rod 20 foot driven	
5/8" x 12' and 5/8" x8'	\$
Remove M59EC 200 amp fused disconnect	\$
Remove M3-4NP 600 amp in-line switch	\$
Remove M3-4LD 600 amp line drop switch	\$
Remove E1-1EC Down guy	\$
Remove E1-1FEC Down guy w/Fiberglass Stick	\$
Remove E1-1SWEC Down guy-Fiberglass Sidewalk	\$
Remove E2-2EC Span guy	\$
Remove E2-2FEC Span guy w/Fiberglass stick	\$
Remove E3-10EC Plastic guy Guard	\$
Remove F2-XEC 10" Screw Anchor	\$
Remove F2-EXEC Anchor Extension	\$
Remove G105 CSP Transformer single phase	\$
Remove G109 Conventional Transformer single phase	\$
Remove G210 Conventional open delta bank	\$
Remove G310 Conventional wye bank	\$
Remove LT-O Open light fixture on 4 ft arm	\$
Remove LT-C Cobra Head fixture on 8 ft arm	\$
Remove LT-D Decorative fixture on tennon	\$
Remove C-1/0 1/0. ACSR conductor	\$
Remove C-336 336 mcm ACSR conductor	\$
Remove C-795 795 mcm AAC conductor	\$
Remove CTPX-6 # 6 triplex	\$
Remove CTPX-2 # 2 triplex	\$
Remove CTPX-1 1/0 triplex	\$
Remove CTPX-4 4/0 triplex	\$

Award of Bids

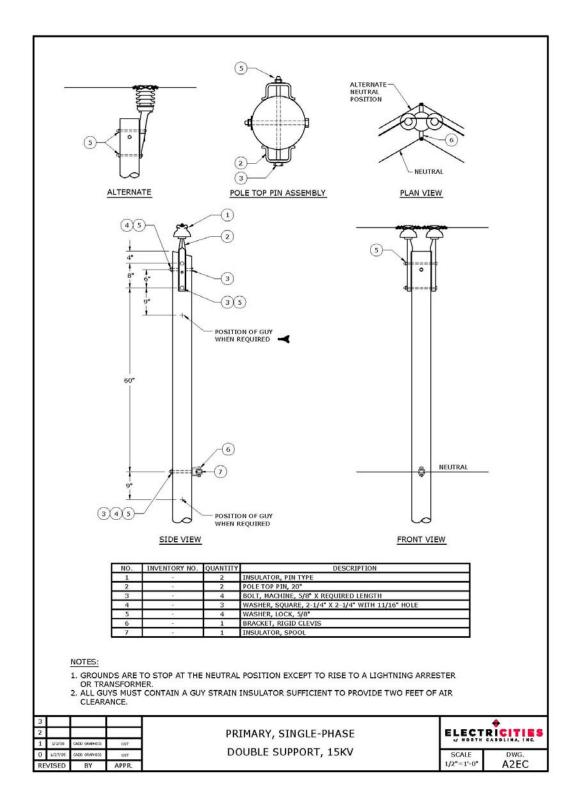
Bids will be awarded to the lowest responsible, responsive bidder for the following crews and equipment:

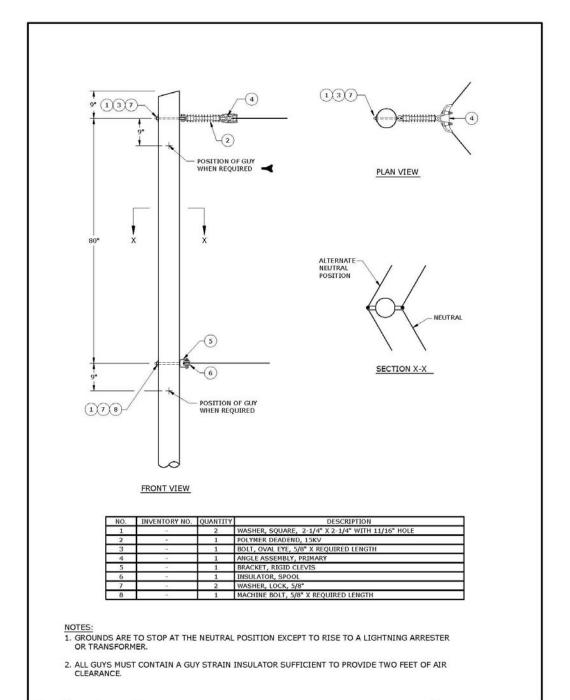
<u>Hours</u>	<u>ltem</u>
1040 1040 1040 1040 1040	Crew Leader First Class Lineman Second Class Lineman Third Class Lineman Line Truck Operator
<u>Hours</u>	<u>Item</u>
1040 1040 1040	Line Truck Bucket Truck Crew Cab
40	Puller/Tensioner

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Insert Prints pages 14-53

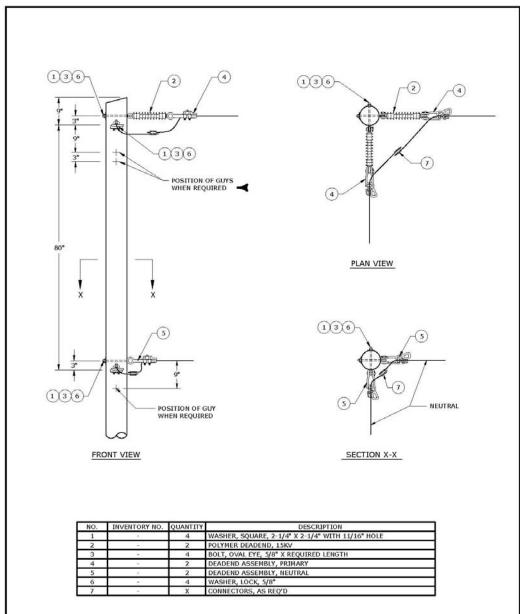




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0	1/27/05	CADD GRAPHICS	OST
1	1/2/08	CADO GRAPHICS	OST
2			
3			

PRIMARY, SINGLE-PHASE SUSPENSION STRUCTURE, 15KV



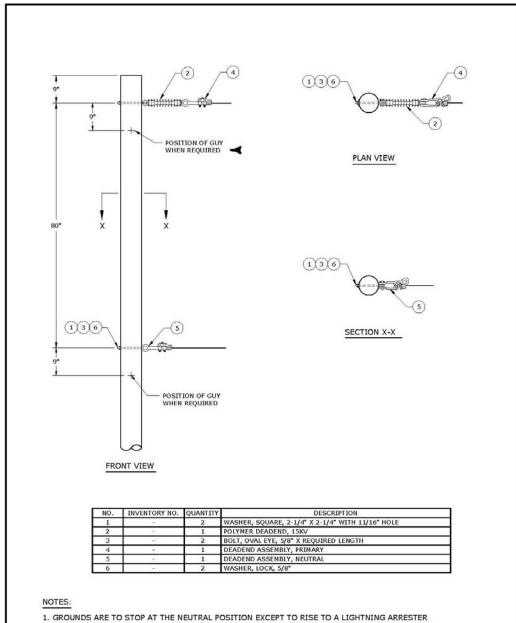


- 1. GROUNDS ARE TO STOP AT THE NEUTRAL POSITION EXCEPT TO RISE TO A LIGHTNING ARRESTER OR TRANSFORMER.
- ALL GUYS MUST CONTAIN A GUY STRAIN INSULATOR SUFFICIENT TO PROVIDE TWO FEET OF AIR CLEARANCE.

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1	1/2/08	CADO GRAPHICS	OST
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PRIMARY, SINGLE PHASE CORNER STRUCTURE, 15KV



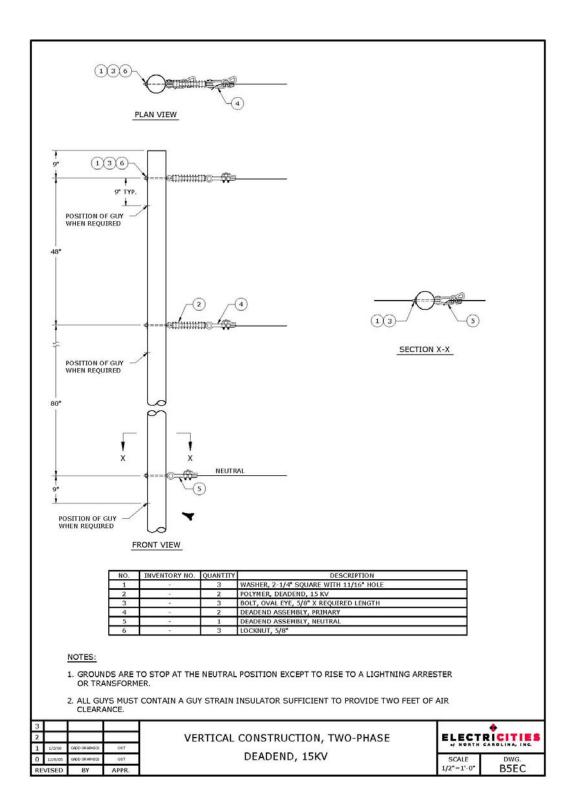


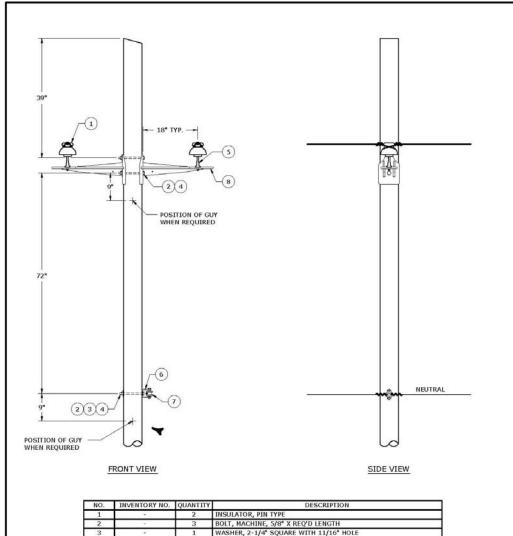
- 1. GROUNDS ARE TO STOP AT THE NEUTRAL POSITION EXCEPT TO RISE TO A LIGHTNING ARRESTER OR TRANSFORMER.
- 2. ALL GUYS MUST CONTAIN A GUY STRAIN INSULATOR SUFFICIENT TO PROVIDE TWO FEET OF AIR CLEARANCE.

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1	1/2/08	CADO GRAPHICS	OST
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PRIMARY, SINGLE-PHASE DEADEND STRUCTURE, 15KV







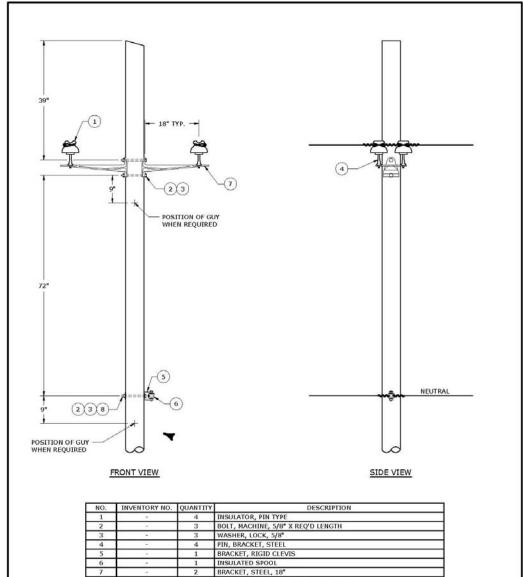
NO.	INVENTORY NO.	QUANTITY	DESCRIPTION	
1	-	2	INSULATOR, PIN TYPE	
2	-	3	BOLT, MACHINE, 5/8" X REQ'D LENGTH	
3		1	WASHER, 2-1/4" SQUARE WITH 11/16" HOLE	
4	-	3	WASHER, LOCK, 5/8"	
5	100	2	PIN, BRACKET, STEEL	
6		1	BRACKET, RIGID CLEVIS	
7	-	1	INSULATED SPOOL	
8		2	BRACKET, STEEL, 18"	

- 1. GROUNDS ARE TO STOP AT NEUTRAL POSITION EXCEPT TO RISE TO A LIGHTNING ARRESTER OR TRANSFORMER.
- 2. ALL GUYS MUST CONTAIN A GUY STRAIN INSULATOR SUFFICIENT TO PROVIDE TWO FEET OF AIR CLEARANCE.

3			
2			
1	1/2/08	CADD GRAPHICS	OST
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DE	VISED	RY	ADDD

NARROW PROFILE CONSTRUCTION BRACKET TYPE, TWO-PHASE, 15KV





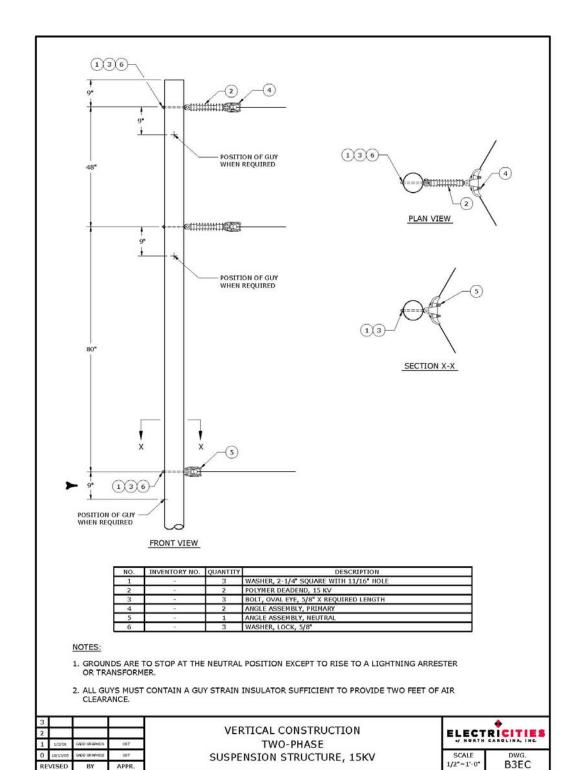
NO.	INVENTORY NO.	QUANTITY	DESCRIPTION	
1	-	4	INSULATOR, PIN TYPE	
2	-	3	BOLT, MACHINE, 5/8" X REQ'D LENGTH	
3		3	WASHER, LOCK, 5/8"	
4	- 2	4	PIN, BRACKET, STEEL	
5		1	BRACKET, RIGID CLEVIS	
6		1	INSULATED SPOOL	
7	-	2	BRACKET, STEEL, 18"	
8	140	1	WASHER, 2-1/4" SQUARE WITH 11/16" HOLE	

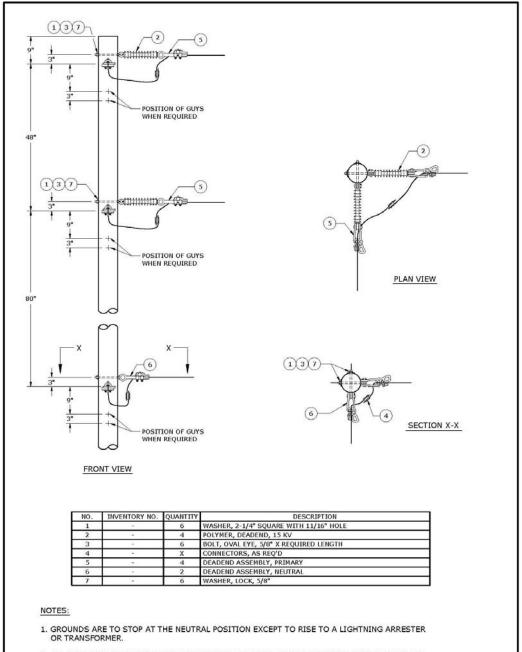
- 1. GROUNDS ARE TO STOP AT NEUTRAL POSITION EXCEPT TO RISE TO A LIGHTNING ARRESTER OR TRANSFORMER.
- 2. ALL GUYS MUST CONTAIN A GUY STRAIN INSULATOR SUFFICIENT TO PROVIDE TWO FEET OF AIR CLEARANCE.

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1	1/2/07	CADD GRAPHICS	OST
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NARROW PROFILE CONSTRUCTION BRACKET TYPE, TWO-PHASE DOUBLE PIN, 15KV





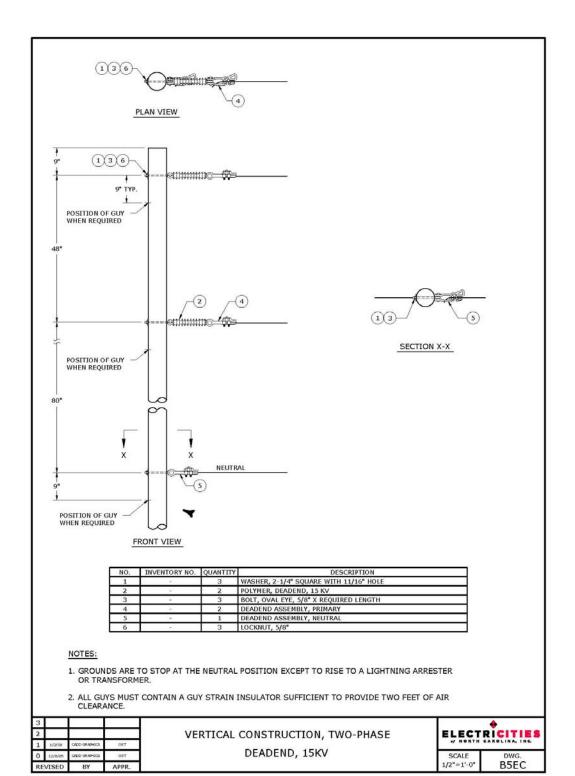


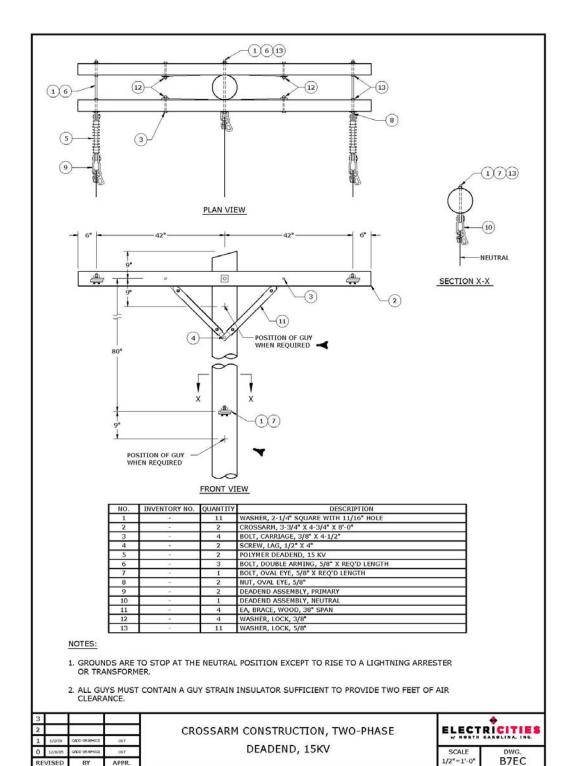
ALL GUYS MUST CONTAIN A GUY STRAIN INSULATOR SUFFICIENT TO PROVIDE TWO FEET OF AIR CLEARANCE.

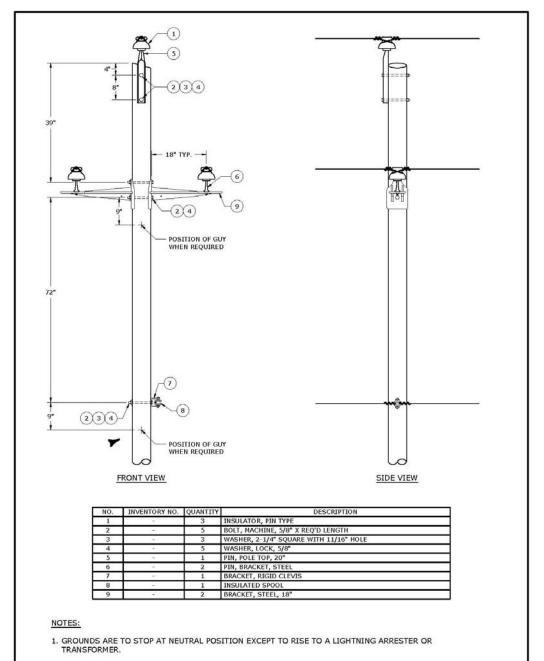
RE	VISED	BY	APPR.
0	10/13/05	CADD GRAPHICS	OST
1			
2			
3			

VERTICAL CONSTRUCTION, TWO PHASE CORNER STRUCTURE, DOUBLE DEADEND, 15KV







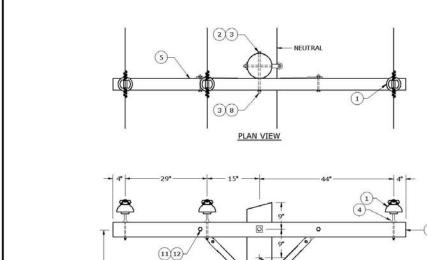


2. ALL GUYS MUST CONTAIN A GUY STRAIN INSULATOR SUFFICIENT TO PROVIDE TWO FEET OF AIR CLEARANCE.

RE	VISED	BY	APPR.
0	1/28/05	CADO GRAPHICO	OST
1	11/10/05	CADD GRAFFECS	OST
2	1/2/08	CACCO GRAPHICS	OST
3			

NARROW PROFILE CONSTRUCTION BRACKET TYPE, THREE-PHASE, 15KV





POSITION OF GUY WHEN REQUIRED

POSITION OF GUY WHEN REQUIRED

POSITION OF GUY WHEN REQUIRED

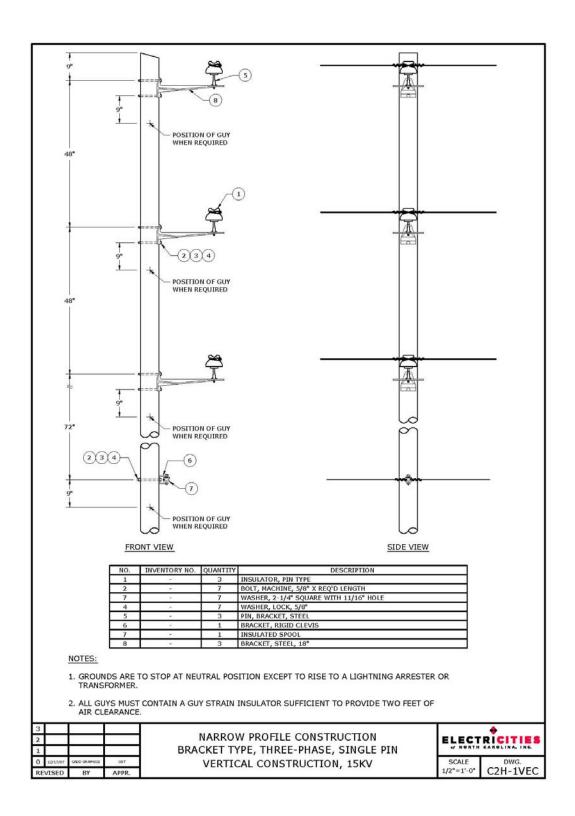
NO.	INVENTORY NO.	QUANTITY	DESCRIPTION	
1	3	3	INSULATOR, PIN TYPE	
2		1	BOLT, MACHINE, 5/8' X REQ'D LENGTH	
3		3	WASHER, 2-1/4" SQUARE WITH 11/16" HOLE	- 1
4	- 2	3	PIN, CROSSARM, STEEL	
5		1	CROSSARM, 3-3/4" X 4-3/4" X 8'-0"	
6	(%)	1	SCREW, LAG, 1/2" X 4"	
7		2	EA, BRACE, WOOD, 38" SPAN	
8		2	WASHER, LOCK, 5/8"	- 3
9	- 9	1	BRACKET, RIGID CLEVIS	
10		1	INSULATED SPOOL	
11		2	BOLT, CARRIAGE, 3/8" X 4-1/2"	
12	1.5	2	WASHER, LOCK, 3/8"	

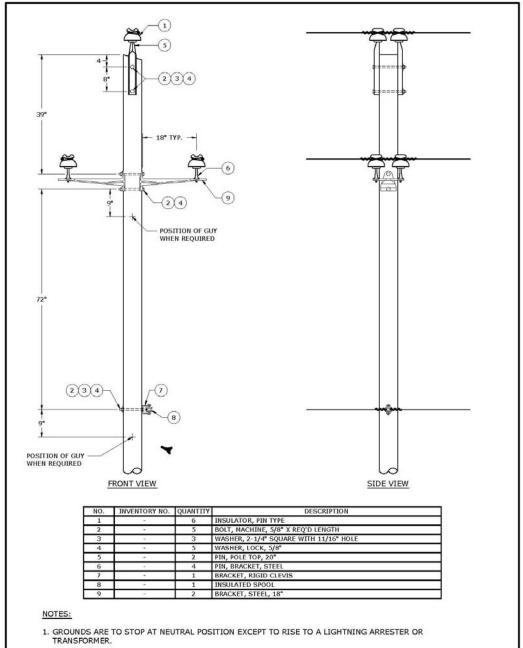
- 1. GROUNDS ARE TO STOP AT THE NEUTRAL POSITION EXCEPT TO RISE TO A LIGHTNING ARRESTER OR TRANSFORMER.
- 2. ALL GUYS MUST CONTAIN A GUY STRAIN INSULATOR SUFFICIENT TO PROVIDE TWO FEET OF AIR CLEARANCE.

DE	VISED	RY	APPR
0	1/28/05	CADD GRAPHICS	OST
1	12/14/07	CADD GRAFFECS	OST
2			
3			

CROSSARM CONSTRUCTION, THREE-PHASE
CENTER PHASE ON ARM, 15KV

ELECT	RICITIES
SCALE	DWG.
1/2"=1'-0"	C1-1EC



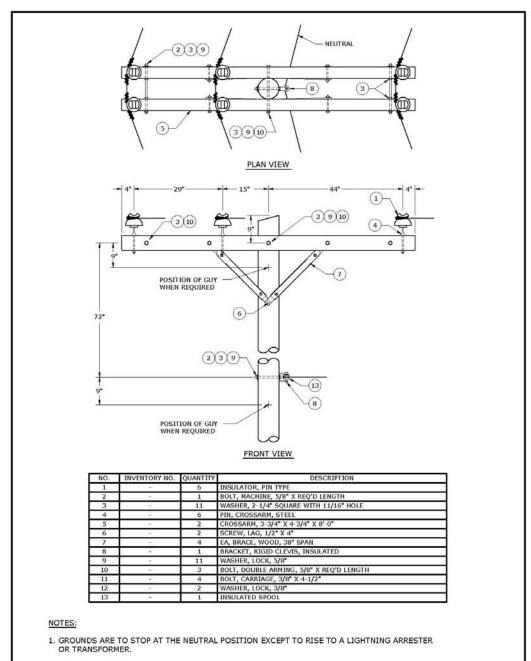


- 2. ALL GUYS MUST CONTAIN A GUY STRAIN INSULATOR SUFFICIENT TO PROVIDE TWO FEET OF AIR CLEARANCE.

DE	VISED	RY	APPR
0	1/27/05	CADD GRAVHICS	OST
1	12/0/05	CACO GRAFFECS	OST
2	1/2/08	GACO GRAPHICS	OST
3			

NARROW PROFILE CONSTRUCTION BRACKET TYPE, THREE-PHASE DOUBLE PIN, 15KV





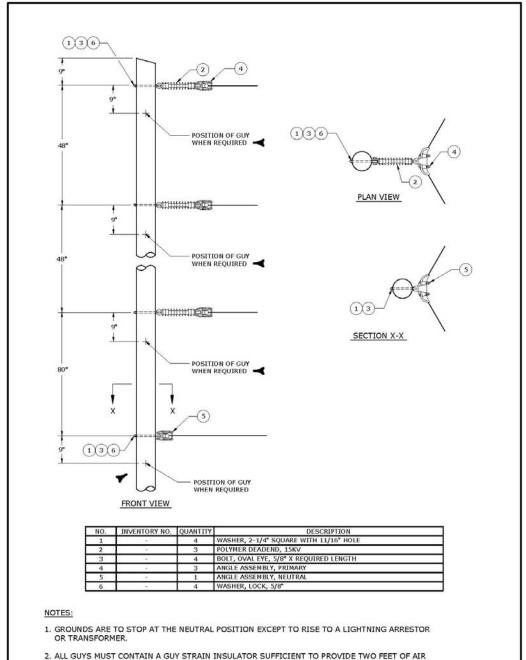
2. ALL GUYS MUST CONTAIN A GUY STRAIN INSULATOR SUFFICIENT TO PROVIDE TWO FEET OF AIR CLEARANCE.

REVISED		RY	APPR
0	1/28/05	CADD GRAVHICS	OST
1	1/2/08	CACO GRAFFECS	OST
2	2/19/09	GACO GRAPHICS	OST
3			

CROSSARM CONSTRUCTION THREE-PHASE

► CENTER PHASE ON DOUBLE ARMS, 15KV



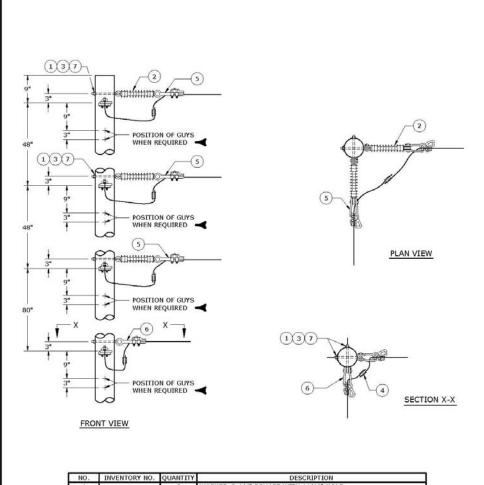


2. ALL GUYS MUST CONTAIN A GUY STRAIN INSULATOR SUFFICIENT TO PROVIDE TWO FEET OF AIR CLEARANCE.

REVISED		RY	APPR
0	1/28/05	CADD SRAFFICE	OST
1	1/2/08	CACO GRAFFECS	OST
2			
3			

VERTICAL CONSTRUCTION THREE-PHASE SUSPENSION STRUCTURE, 15KV





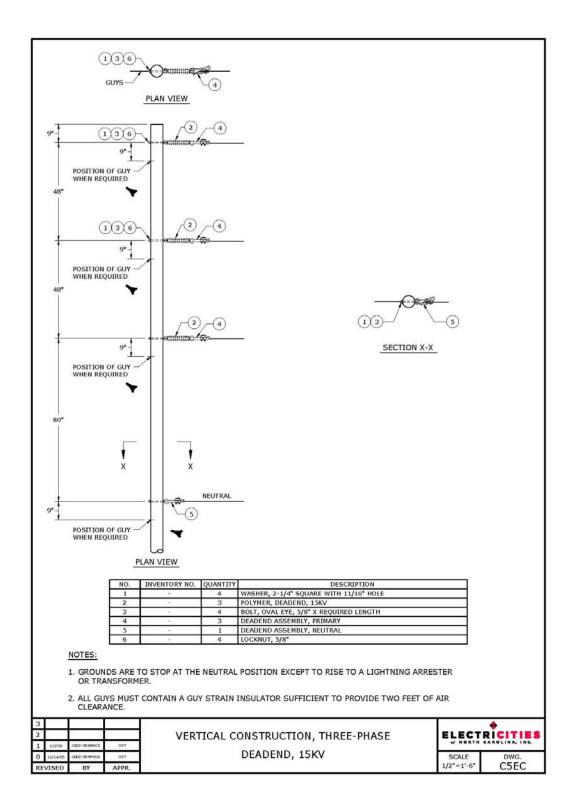
NO.	INVENTORY NO.	QUANTITY	DESCRIPTION
1		8	WASHER, 2-1/4" SQUARE WITH 11/16" HOLE
2		6	POLYMER, DEADEND, 15KV
3		8	BOLT, OVAL EYE, 5/8" X REQUIRED LENGTH
4		X	CONNECTORS, AS REQ'D
5	-	6	DEADEND ASSEMBLY, PRIMARY
6	-	2	DEADEND ASSEMBLY, NEUTRAL
7		8	WASHER, LOCK, 5/8"

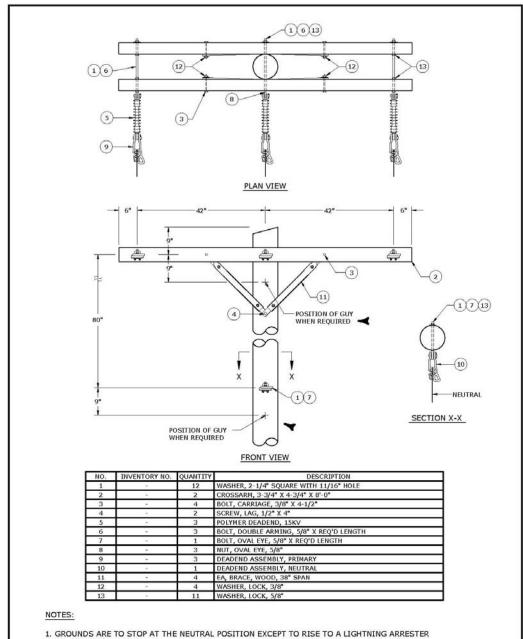
- 1. GROUNDS ARE TO STOP AT THE NEUTRAL POSITION EXCEPT TO RISE TO A LIGHTNING ARRESTER OR TRANSFORMER.
- 2. ALL GUYS MUST CONTAIN A GUY STRAIN INSULATOR SUFFICIENT TO PROVIDE TWO FEET OF AIR CLEARANCE.

DEMICED		BV	ADDD
0	1/28/05	CADD GRAVHICS	OST
1	1/2/08	CACO GRAFFECS	OST
2			
3			

VERTICAL CONSTRUCTION, THREE-PHASE CORNER STRUCTURE, DOUBLE DEADEND, 15KV





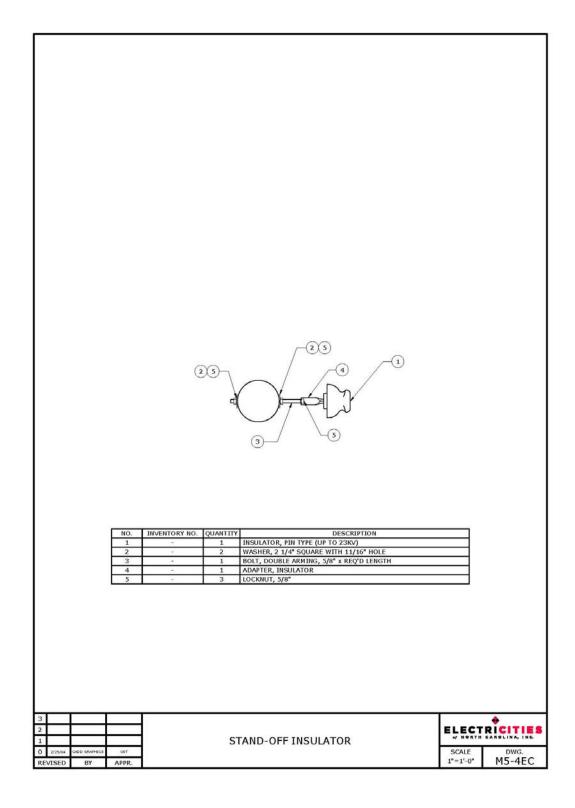


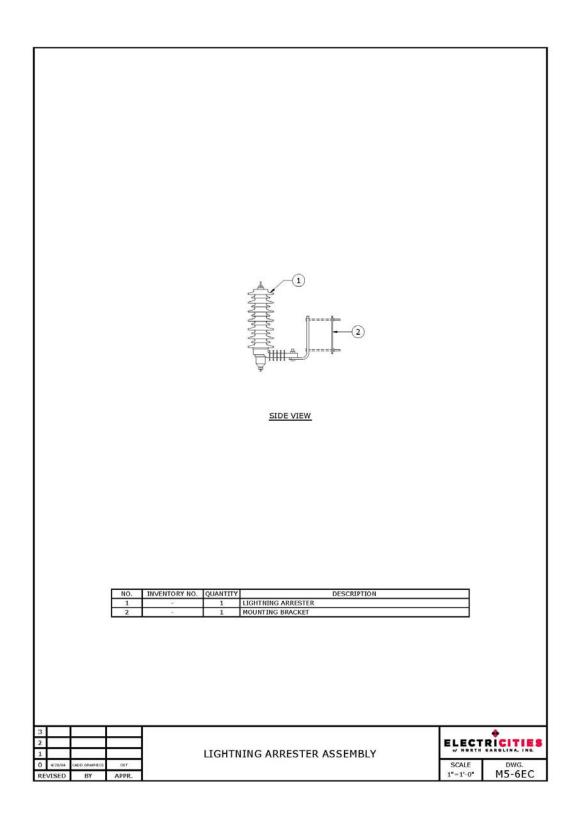
- 1. GROUNDS ARE TO STOP AT THE NEUTRAL POSITION EXCEPT TO RISE TO A LIGHTNING ARRESTER OR TRANSFORMER.
- 2. ALL GUYS MUST CONTAIN A GUY STRAIN INSULATOR SUFFICIENT TO PROVIDE TWO FEET OF AIR CLEARANCE.

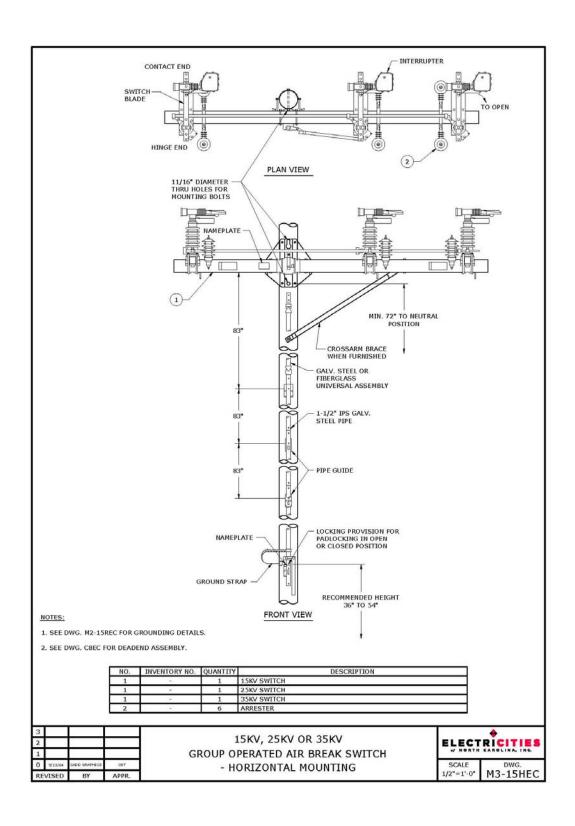
DE	MISED	RV	ADDD
0	1/28/05	CADD GRAPHICS	OST
1	11/10/05	CADD GRAFFECS	OST
2	1/2/08	CACO GRAPHICS	OST
3			

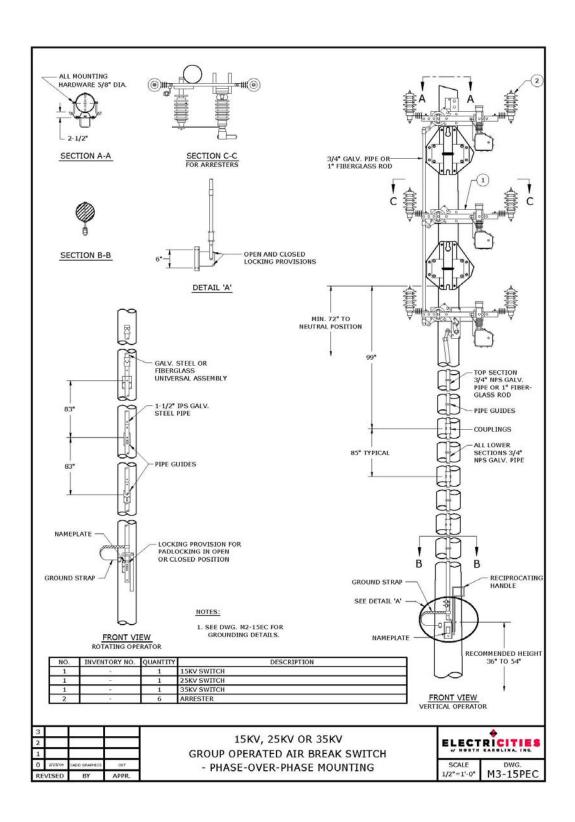
CROSSARM CONSTRUCTION, THREE-PHASE DEADEND, 15KV

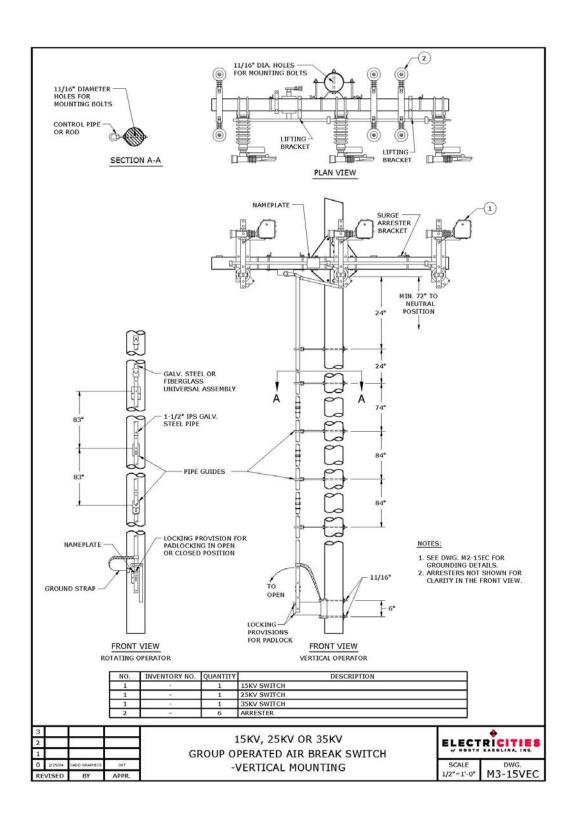


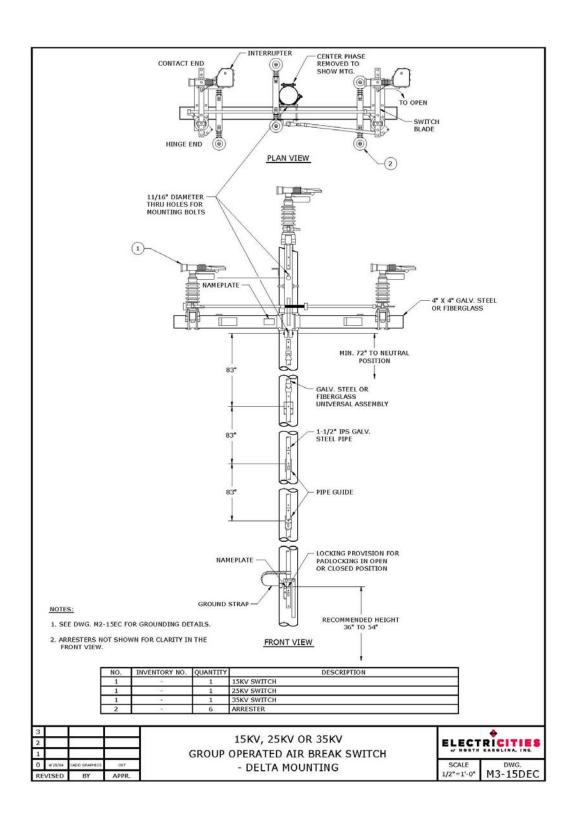


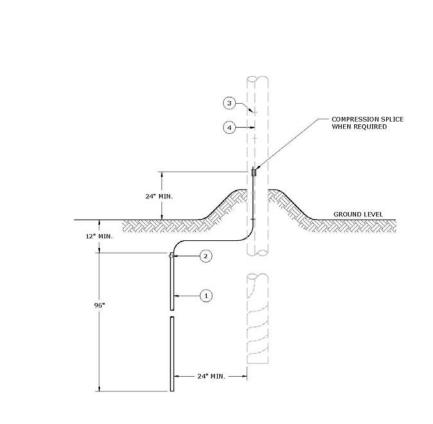












NO.	INVENTORY NO.	QUANTITY	DESCRIPTION
1	19	1	ROD, GROUND, 5/8" DIA. x 8'-0"
2		1	CLAMP, GROUNDING ROD
3	181	81	STAPLE, GROUND WIRE, AS REQUIRED
4			GROUND WIRE, #4 S.D. CU MIN. OR EQUIV. (REQ'D LENGTH)

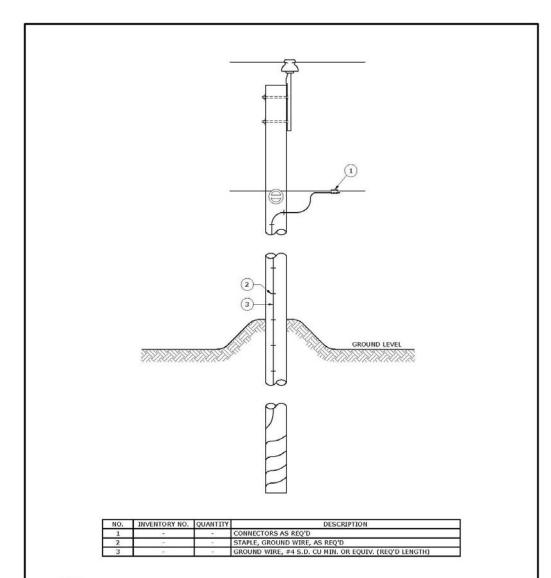
- 1. GROUND WIRE TO BE LOCATED ON SAME SIDE AS NEUTRAL CONDUCTOR AND IN QUADRANT OPPOSITE CLIMBING SPACE OR POLE TOP PIN.

 2. STAPLES ON GROUND WIRE SHALL BE 2'-0" APART. EXCEPT FOR A DISTANCE OF 8'-0" ABOVE GROUND AND 8'-0" FROM TOP OF POLE, WHERE THEY SHALL BE 6" APART.

 3. GROUND WIRE TO CLEAR ALL HARDWARE BY 2" MINIMUM, AND SHALL BE STAPLED TO MAINTAIN THIS

- GROUND WIRE TO CLEAR ALL HARDWARE BY 2 MINIMUM, AND SHALL BE STAPLED TO MAINTAIN THIS POSITION.
 GROUND WIRE MOULDING MAY BE INSTALLED AT DISCRETION OF OWNER.
 INSTALL MULTIPLE GROUND RODS (STACKED OR SEPARATED) AS REQUIRED TO ACHIEVE 25 OHM RESISTANCE. MULTIPLE SEPARATED GROUNDS SHALL HAVE A MINIMUM 6 FT. SEPARATION.
 GROUNDS ARE TO STOP AT NEUTRAL POSITION EXCEPT TO RISE TO A LIGHTNING ARRESTER OR TRANSFORMER.

3 2 1				GROUNDING ASSEMBLY		RICITIES
0	2/2/05	CADD GRAPHICS	OST	GROUND ROD TYPE	SCALE	DWG.
RI	EVISED	BY	APPR.		1/2"=1'-0"	M2-1EC



- NOTES:

 1. GROUND WIRE TO BE LOCATED ON SAME SIDE AS NEUTRAL CONDUCTOR AND IN QUADRANT OPPOSITE CLIMBING SPACE OR POLE TOP PIN.

 2. STAPLES ON GROUND WIRE SHALL BE 2'-0" APART, EXCEPT FOR A DISTANCE OF 8'-0" ABOVE GROUND AND 8'-0" FROM TOP OF POLE, WHERE THEY SHALL BE 6" APART.

 3. GROUND WIRE TO CLEAR ALL HARDWARE BY 2" MINIMUM, AND SHALL BE STAPLED TO MAINTAIN THIS POSITION.

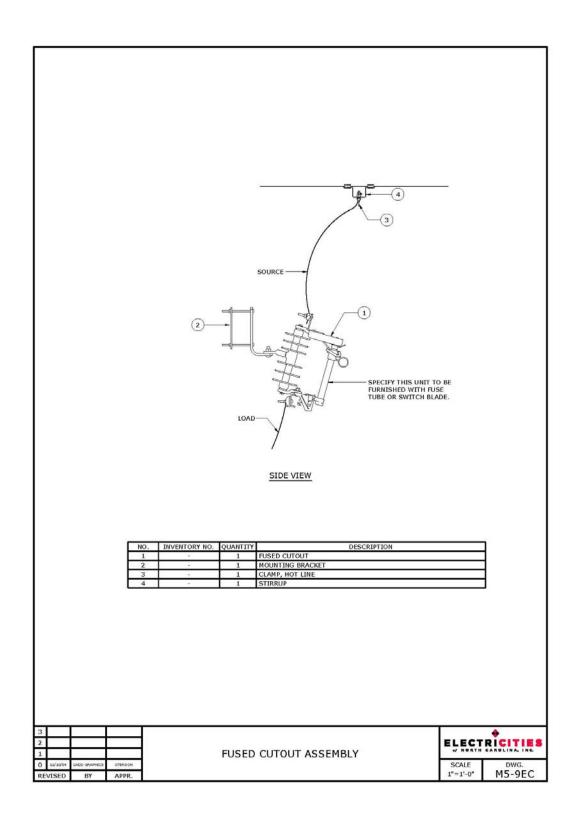
 4. GROUND WIRE MOULDING MAY BE INSTALLED AT DISCRETION OF THE OWNER.

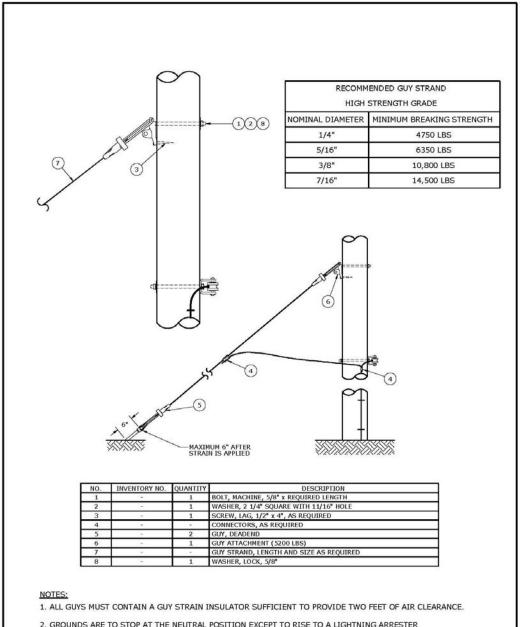
 5. GROUNDS ARE TO STOP AT NEUTRAL POSITION EXCEPT TO RISE TO A LIGHTNING ARRESTER OR TRANSFORMER.

- TRANSFORMER.

 6. BUTT PLATE IS NOT TO BE CONSIDERED AS GROUNDING ELECTRODE AS DESCRIBED BY NESC FOR MULTI-GROUNDED SYSTEM.

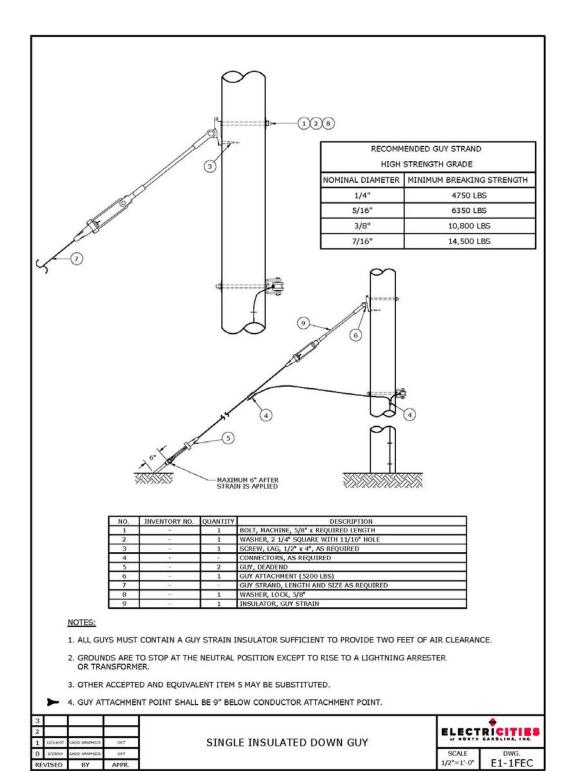
3 2 1				GROUNDING ASSEMBLY		RICITIES
0	2/25/04	CADD GRAPHICS	OST	BUTT AND PLATE TYPE	SCALE	DWG.
REV	VISED	BY	APPR.		1/2"=1'-0"	M2-12EC

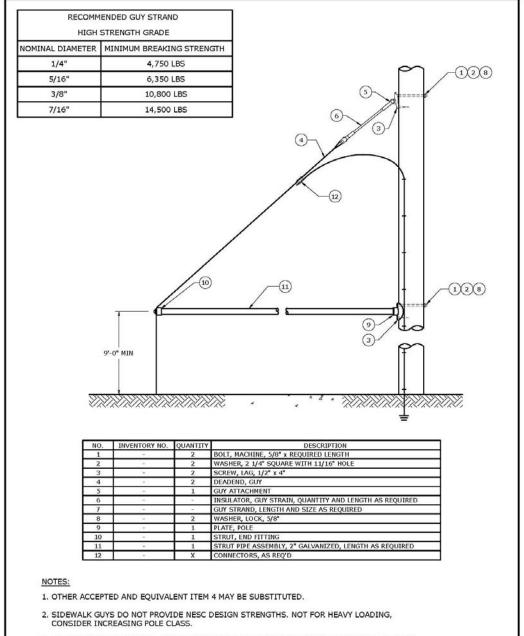




- 2. GROUNDS ARE TO STOP AT THE NEUTRAL POSITION EXCEPT TO RISE TO A LIGHTNING ARRESTER OR TRANSFORMER.
- 3. OTHER ACCEPTED AND EQUIVALENT ITEM 5 MAY BE SUBSTITUTED.
- ➤ 4. GUY ATTACHMENT POINT SHALL BE 9" BELOW CONDUCTOR ATTACHMENT POINT.

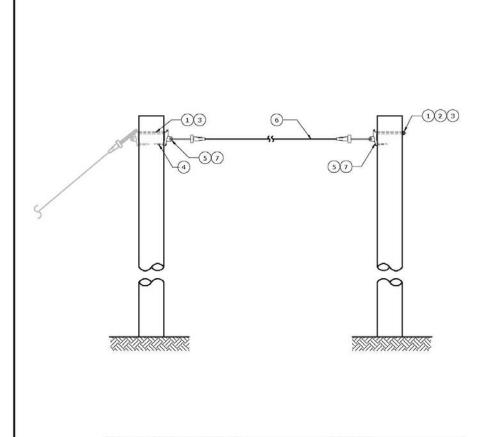
2	12/14/07	CADO GRAPHICS	OST	SINGLE DOWN GUY	ELECT	RICITIES
0	2/25/04	CADD GRAPHICS	OST	THROUGH BOLT TYPE	SCALE	DWG.
RE	VISED	BY	APPR.		1/2"=1'-0"	E1-1EC





- ALL GUYS MUST CONTAIN A GUY STRAIN INSULATOR SUFFICIENT TO PROVIDE TWO FEET OF AIR CLEARANCE.
- ➤ 4. GUY ATTACHMENT POINT SHALL BE 9" BELOW CONDUCTOR ATTACHMENT POINT.

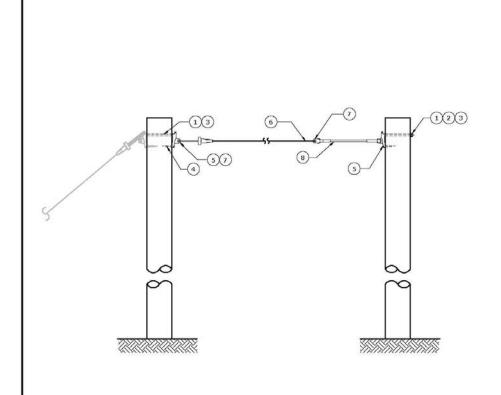
3 2 1	12/14/07	CADO GRAPHICS	OST	SIDEWALK GUY	ELECTRICITIES	
0	5/17/04	CADD GRAPHICS	OST		SCALE	DWG.
RE	VISED	BY	APPR.		1/2"=1'-0"	E1-1SWEC



NO.	INVENTORY NO.	QUANTITY	DESCRIPTION	
1	-	2	BOLT, MACHINE, 5/8" x REQUIRED LENGTH	
2		1	WASHER, 2 1/4" SQUARE WITH 11/16" HOLE	
3	-	4	WASHER, LOCK, 5/8"	
4	14.	2	SCREW, LAG, 1/2" x 4", AS REQUIRED	
5	-	2	GUY ATTACHMENT	
6	-		GUY STRAND, SIZE AND LENGTH AS REQUIRED	
7	-	2	GUY, DEADEND	

- 1. ALL GUYS MUST CONTAIN A GUY STRAIN INSULATOR SUFFICIENT TO PROVIDE TWO FEET OF AIR CLEARANCE.
- 2. GROUNDS ARE TO STOP AT THE NEUTRAL POSITION EXCEPT TO RISE TO A LIGHTNING ARRESTER OR TRANSFORMER.
- 3. OTHER ACCEPTED AND EQUIVALENT ITEM 7 MAY BE SUBSTITUTED.
- ► 4. GUY ATTACHMENT POINT SHALL BE 9" BELOW CONDUCTOR ATTACHMENT POINT.

2					ELECT	RICITIES
1	12/14/07	CACO GRAPHECS	OST	SPAN GUY		
0	2/25/04	CADD GRAPHECS	OST		SCALE	DWG.
RE	VISED	BY	APPR.		1/2"=1'-0"	E2-2EC



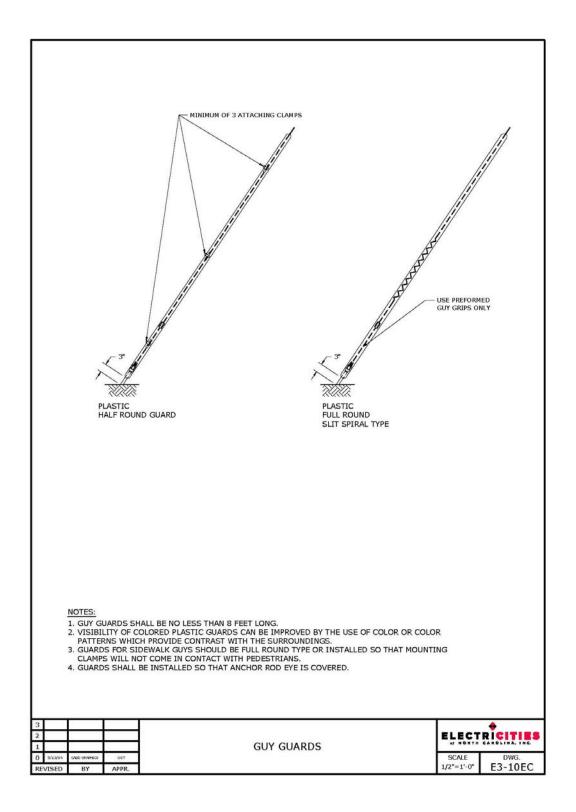
NO.	INVENTORY NO.	QUANTITY	DESCRIPTION	
1	-	2	BOLT, MACHINE, 5/8" x REQUIRED LENGTH	
2	- 2	1	WASHER, 2 1/4" SQUARE WITH 11/16" HOLE	
3	-	4	WASHER, LOCK, 5/8"	
4	14	2	SCREW, LAG, 1/2" x 4", AS REQUIRED	
5	-	2	GUY ATTACHMENT	
6	-		GUY STRAND, SIZE AND LENGTH AS REQUIRED	
7	-	2	GUY, DEADEND	
8	-	1	INSULATOR, GUY STRAIN	

- 1. ALL GUYS MUST CONTAIN A GUY STRAIN INSULATOR SUFFICIENT TO PROVIDE TWO FEET OF AIR CLEARANCE.
- 2. GROUNDS ARE TO STOP AT THE NEUTRAL POSITION EXCEPT TO RISE TO A LIGHTNING ARRESTER OR TRANSFORMER.
- 3. OTHER ACCEPTED AND EQUIVALENT ITEM 7 MAY BE SUBSTITUTED.
- ► 4. GUY ATTACHMENT POINT SHALL BE 9" BELOW CONDUCTOR ATTACHMENT POINT.

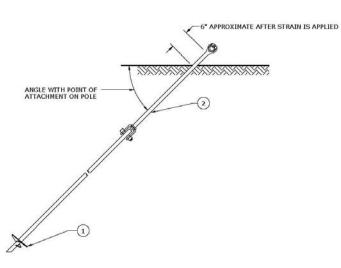
REVISED		RY	APPR	
0	2/25/04	CADD GRAPHECS	OST	
1	12/14/07	CADO GRAPHECS	OST	
2		2		
3				

INSULATED SPAN GUY





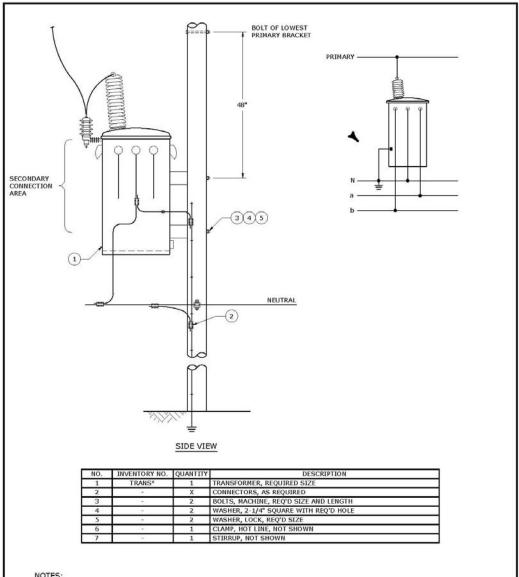
RECOMMENDED ANCHOR SIZES							
SIZE "X"	8"	10"	15"	SOIL CLASS			
HOLDING STRENGTH	11,000 LBS	13,000 LBS	16,000 LBS	5			
HOLDING STRENGTH	9,000 LBS	10,000 LBS	15,000 LBS	6			
HOLDING STRENGTH	6,000 LBS	7,000 LBS	12,000 LBS	7			



NO.	NO. INVENTORY NO. C		DESCRIPTION	
1	380	1	SCREW ANCHOR, SIZE AS REQUIRED	
2		1	EXTENSION ROD, QUANTITY AND LENGTH AS REQUIRED	

- 1. USE THE NUMBER OF EXTENSION RODS NEEDED TO REACH THE DEPTH WHERE MAXIMUM HOLDING POWER IS OBTAINED.
- 2. GROUNDING OF THE GUY IS NOT RECOMMENDED TO PREVENT CATHODIC CORROSION OF THE ANCHOR.
- 3. ALL GUYS MUST CONTAIN A GUY STRAIN INSULATOR SUFFICIENT TO PROVIDE TWO FEET OF AIR CLEARANCE.
- 4. SEE DWG. F1-XEC FOR SOIL CLASSIFICATION DATA.

3 2				SCREW ANCHOR ASSEMBLY	ELECTRICITIES		
0	3/11/05	CADD GRAPHICS	OST		SCALE	DWG.	
RE	VISED	BY	APPR.		1/2"=1'-0"	F2-XEC	



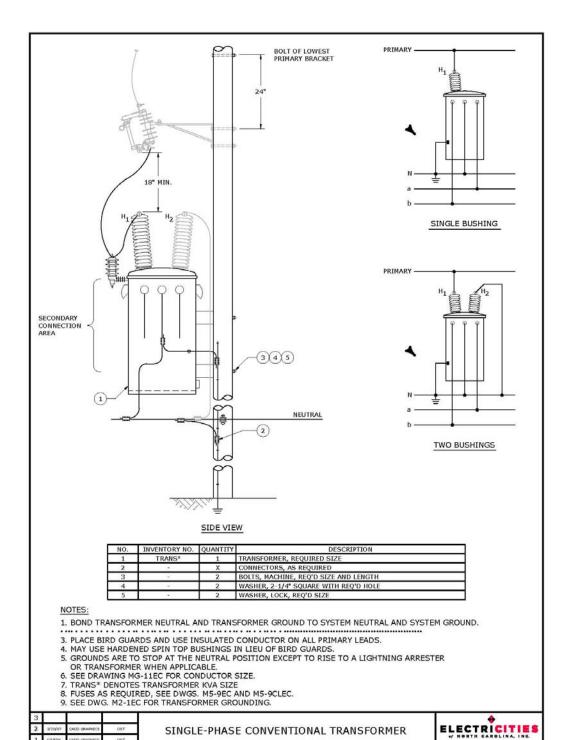
- 1. BOND TRANSFORMER NEUTRAL AND TRANSFORMER GROUND TO SYSTEM NEUTRAL AND SYSTEM GROUND.

- 1. BOND TRANSFORMER NEUTRAL AND TRANSFORMER GROUND TO SYSTEM NEUTRAL AND SYSTEM G.
 3. PLACE BIRD GUARDS AND USE INSULATED CONDUCTOR ON ALL PRIMARY LEADS.
 4. MAY USE HARDENED SPIN TOP BUSHINGS IN LIEU OF BIRD GUARDS.
 5. GROUNDS ARE TO STOP AT THE NEUTRAL POSITION EXCEPT TO RISE TO A LIGHTNING ARRESTER OR TRANSFORMER WHEN APPLICABLE.
 6. SEE DRAWING MG-11EC FOR CONDUCTOR SIZE.
 7. TRANSF DENOTES TRANSFORMER KVA SIZE.
 8. CURRENT LIMITING FUSES AS REQUIRED. SEE DWG. M5-9CLEC.
 9. SEE DWG. M2-1EC FOR TRANSFORMER GROUNDING.

REVISED		RV	ADDD
0	4/28/04	CADO GRAPHICS	OST
1	6/15/06	CADO GRAPHICS	OST
2	3/20/07	CADO GRAPHICS	OST
3			

SINGLE-PHASE CSP TRANSFORMER ➤ 240/120 VOLT

ELECTRICITIES SCALE 1/2"=1'-0" G105EC

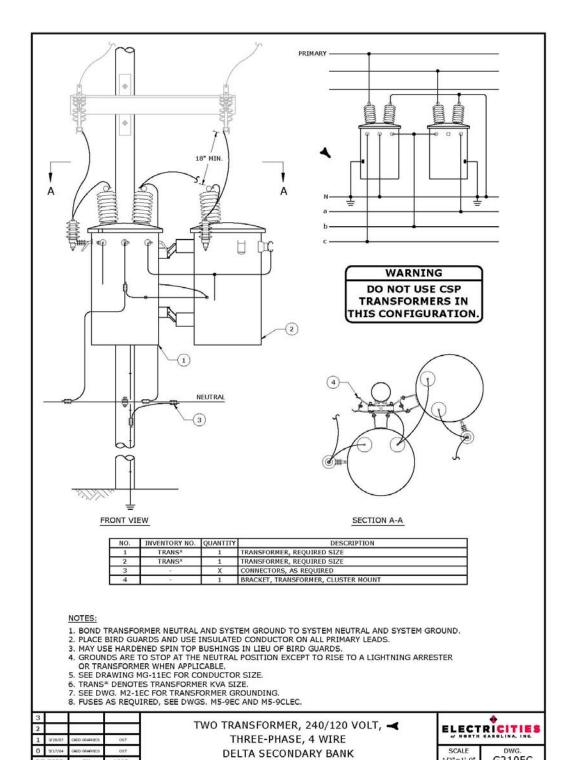


➤ 240/120 VOLT

Overhead Electric Construction Crew, 07.02.13

SCALE 1/2"=1'-0'

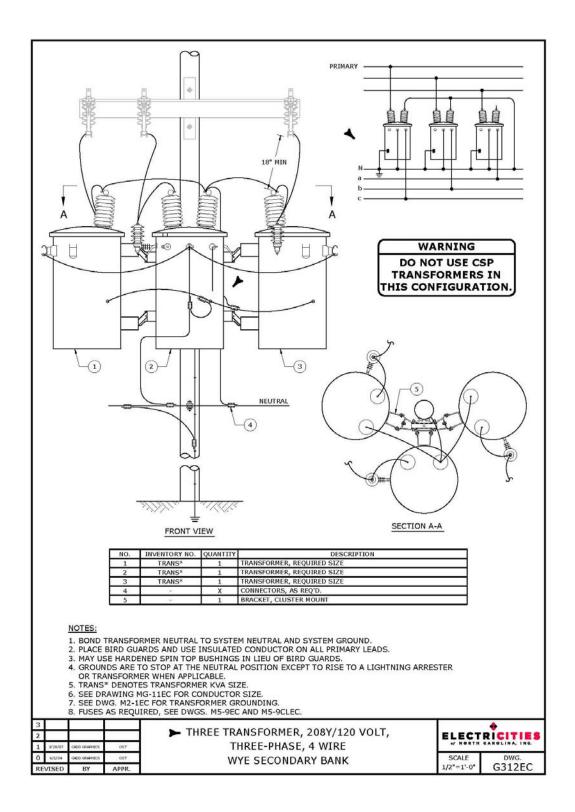
G109EC



Overhead Electric Construction Crew, 07.02.13

1/2"=1'-0'

G210EC



SUBMIT BID ON ATTACHED PROPOSAL FORM(S)

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Vendo	r Name:
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GREENVILLE UTILITIES REQUEST FOR QUOTATION

OVERHEAD ELECTRIC CONSTRUCTION CREW

PROPOSAL FORM

The undersigned bidder hereby declares that he has carefully examined the enclosed detailed Specifications for the furnishing of Greenville Utilities with an overhead electric construction crew. The undersigned bidder further agrees, if this proposal be accepted within thirty (30) days from the date of the opening, to consummate the contract within 10 days after acceptance.

ITEM NO.	QUANTITY	DESCRIPTION	UNIT HR PRICE	EXTENSION
ı		OH ELECTRIC CONSTRUCTION CREW		
	1040 hrs.	Crew Leader	\$	\$
	1040 hrs.	First Class Lineman	\$	\$
	1040 hrs.	Second Class Lineman	\$	\$
	1040 hrs.	Third Class Lineman	\$	\$
	1040 hrs.	Line Truck Operator	\$	\$
	1040 hrs.	Line Truck	\$	\$
	1040 hrs.	Bucket Truck	\$	\$
	1040 hrs.	Crew Cab	\$	\$
	40 hrs.	Puller/Tensioner	\$	\$
		TOTAL		\$
		Complete and Check All Math: It is the responsibility of the Bidder to extend unit prices and supply a total for all items.		

GREENVILLE UTILITIES REQUEST FOR QUOTATION

OVERHEAD ELECTRIC CONSTRUCTION CREW (STORM RATES)

PROPOSAL FORM

The undersigned bidder hereby declares that he has carefully examined the enclosed detailed Specifications for the furnishing of Greenville Utilities with an overhead electric construction crew. The undersigned bidder further agrees, if this proposal be accepted within thirty (30) days from the date of the opening, to consummate the contract within 10 days after acceptance.

ITEM NO.	QUANTITY	DESCRIPTION	UNIT HR PRICE	EXTENSION
1		OH ELECTRIC CONSTRUCTION CREW (STORM RATES)		
	1040 hrs.	Crew Leader	\$	\$
	1040 hrs.	First Class Lineman	\$	\$
	1040 hrs.	Second Class Lineman	\$	\$
	1040 hrs.	Third Class Lineman	\$	\$
	1040 hrs.	Line Truck Operator	\$	\$
	1040 hrs.	Line Truck	\$	\$
	1040 hrs.	Bucket Truck	\$	\$
	1040 hrs.	Crew Cab	\$	\$
	40 hrs.	Puller/Tensioner	\$	\$
		TOTAL		\$
		Complete and Check All Math: It is the responsibility of the Bidder to extend unit prices and supply a total for all items.		

Vendor Name:	

STORM/EMERGENCY POLICY

Please include/attach your company policy as it would pertain to service(s) provided in the event of storms, hurricanes, tornadoes, etc. in regard to this RFB.

[Balance of page left blank intentionally]

GREENVILLE UTILITIES COMMISSION

PROPOSAL FORM(S)

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 \$	<u>n/a</u> or bid bond fo	r \$ <u>n/a</u> attached.
Firm Name		Phone ()
Address		
City	State	Zip Code
Fax ()	E-Mail	
Authorized Official	Typed Name	Title
	Signature	Date

Three (3) copies of your proposal should be received no later than July 2, 2013 at 2:00 PM (EDST).

NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM

(RETURN ONLY THIS FORM AND EXCEPTION FORM)

GREENVILLE UTILITIES COMMISSION

GREENVILLE, NORTH CAROLINA

OVERHEAD ELECTRIC CONSTRUCTION CREW

EXCEPTION/VARIATION FORM

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

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

Page #		Exception/Variation
	-	
	=	
	_	
	_	
	-	
	_	
	-	
	-	
	_	
	-	
		fication:
Firm Represented	d:	
Address:		

Holiday Schedule MEMORANDUM

TO: All Employees

DATE: September 14, 2012

SUBJECT: 2013 HOLIDAY SCHEDULE

The following holidays will be observed by the City of Greenville and Greenville Utilities Commission during 2013:

New Year's Tuesday, January 1, 2013

Martin Luther King, Jr. Day Monday, January 21, 2013

Good Friday Friday, March 29, 2013

Memorial Day Monday, May 27, 2013

Independence Day Thursday, July 4, 2013

Labor Day Monday, September 2, 2013

Veterans Day Monday, November 11, 2013

Thanksgiving Thursday, November 28, 2013

Friday, November 29, 2013

Christmas Tuesday, December 24, 2013

Wednesday, December 25, 2013

New Year's (2014) Wednesday, January 1, 2014

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

dr

Barbara Inpremil

City Manager

Anthony C. Cannon

GUC General Manager/CEO

SECTION III

SERVICES AGREEMENT

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OF
places
)
DER".

1.0 GUC'S REQUEST FOR PROPOSAL

The Provider's performance of the services set forth in Section II shall be in accordance with the requirements and this Agreement.

2.0 **SERVICES**

Provider, as an independent contractor, agrees to perform during the term of this Agreement, each and every service set forth in Section II "Specifications for Grading and Earthwork for Dickinson Avenue Substation."

3.0 STANDARD OF SKILL

Provider and Provider's staff, if any, is skilled to perform the work agreed to be done pursuant to this Agreement. GUC relies upon the skill of the Provider and Provider's staff, if any, to do and perform such work in a skillful manner.

4.0 INDEPENDENT CONTRACTOR

Provider is retained and employed by GUC only to the extent set forth in this Agreement, and the Provider's relationship to GUC is that of an independent contractor. Provider shall not be considered to have the status of an employee under this Agreement or be entitled to participate in any insurance, medical care, vacation, sick leave, or other benefits provided for GUC's officers and employees.

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 CONTRACT PERIOD

This Agreement shall be for a one (1) year period. Based on mutual agreement between the parties, this agreement may be renewed for additional annual renewal extensions, not exceeding a total four (4) year contract term. The pricing for annual renewal will be subject to

the mutual agreement between the parties and will be adjusted for price escalation/deescalation based on the Consumer Price Index.

7.0 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.

8.0 INVOICES

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.

9.0 PROGRESS REPORTING AND PAYMENT

Provider shall submit invoices to GUC on a monthly basis for services rendered to the date thereof. Such invoices shall be supported by appropriate documentation based upon on agreed percent completion of each Item of the project. A retainage of 10% will be held until final acceptance by Greenville Utilities upon completion of the project. GUC's normal payment policy is thirty (30) days. Payment will be made in U.S. currency only. GUC shall give Provider prompt written notice of disputed items in an invoice and shall pay Provider the undisputed portion of the invoice.

10.0 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.

11.0 MEDIATION 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 COST OF LITIGATION

If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party all costs and expenses in such amount as the court may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of actual costs and expenses and reasonable attorneys' fees paid or incurred in good faith.

13.0 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, (4) Provider's failure to perform in accordance with the scope of work as outlined in Section II, or (5) Provider's failure to follow GUC's policies and procedures.

14.0 SAFETY REQUIREMENT

GUC reserves the right to issue restraint or cease and desist orders to the Provider when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. Any hazardous condition noted by the Provider, which is not the result of its operations, shall immediately be reported to GUC.

15.0 **INSURANCE**

- **15.1** 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:
 - 15.1.1 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.
 - **15.1.2 General Liability** Commercial Liability Coverage written on an "occurrence" basis in the minimum amount of \$1,000,000 per occurrence.
 - **15.1.3 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.
- 15.2 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 Purchasing Technician.

15.3 Miscellaneous Insurance Requirement.

- **15.3.1** Recovery from Provider's Insurance. Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, the Provider shall look solely to its insurance for recovery.
- 15.3.2 Failure to Secure. If Provider at any time during the term of this Agreement, should fail to secure or maintain any insurance required under this Agreement, GUC shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and GUC shall be compensated by the Provider for the cost of the insurance premiums at the maximum rate permitted by law computed from the date written notice is received that the premiums have been paid. Such costs can be assessed by deducting such costs from any amounts due and payable to the Provider as compensation under the terms of this Agreement.

- 15.3.3 Additional Insured. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as an additional insured, and an additional insured named under this Agreement shall not be held liable for any premium or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute toward any loss or expense covered by the insurance provided by this policy. Proceeds from any policy or policies shall be payable to GUC primarily, and to the Provider secondarily, if necessary.
- **15.3.4** Evidence of Insurance. If requested by GUC, Provider shall furnish Certificates of Insurance evidencing the required coverages or the original of the insurance policies for review by GUC's Purchasing Technician.

16.0 CONFIDENTIALITY

Provider acknowledges and agrees that in the course of the performance of the services pursuant to this Agreement, Provider may be given access to, or come into possession of, confidential information of GUC which may contain trade secrets, proprietary data, privileged material, or other confidential information. Provider acknowledges and agrees, except if required by law or by judicial or administrative order, trial, or other governmental proceeding pertaining to this matter, that it will not use, duplicate, or divulge to others any such information, including without limitation, trade secrets belonging to or disclosed to Provider by GUC without first obtaining written permission from GUC. "Confidential information" as used herein, includes information developed during this Agreement. All tangible embodiments of such information shall be delivered to GUC by Provider upon termination hereof, or upon request by GUC, whichever first occurs. GUC acknowledges Provider has the right to maintain its own set of work papers which may contain confidential information.

Confidentiality requirements shall not apply where (a) the information is, at the time of disclosure by the Provider, then in the public domain; (b) the information is known to the Provider prior to obtaining the same from GUC; (c) the information is obtained by the Provider from a third party who did not receive the same directly or indirectly, from the GUC or who received it from the GUC without breach of this Agreement; or (e) the information is subpoenaed by court order or other legal process, but in such event, Provider shall notify GUC, who, at its sole cost and discretion, may seek to quash such demand. Provider's obligations of confidentiality shall be binding for a period of three (3) years from the earlier of termination of the Agreement or the completion of Provider's Services.

17.0 ASSIGNMENT

No assignment of the Provider's obligations or the Provider's right to receive payment hereunder shall be permitted without the express written consent of GUC, provided however, upon written request approved by the GUC Purchasing Technician or designee, 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.

18.0 <u>INTEGRATED CONTRACT</u>

This Agreement together with the GUC's Request for Proposal, and Provider's response thereto, represents the entire and sole agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings, representations, or consulting agreements whether written or oral. This Agreement cannot be modified, changed, or amended, except in writing signed by the Parties.

19.0 NUISANCE

Provider shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

20.0 PERMITS AND LICENSES

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

21.0 CONFLICT OF INTEREST

Provider agrees to be familiar with and comply with all applicable federal, state, and local conflict of interest laws.

22.0 WAIVER

The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. A waiver by GUC of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.

23.0 RELATIONSHIP

Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between Provider and GUC; and neither Party shall have the right, power, or

authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.

24.0 SEVERABILITY

If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

25.0 GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina.

26.0 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.

27.0 ADMINISTRATIVE CODE

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

28.0 EXECUTION

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

29.0 CLARIFICATIONS/INTERPRETATIONS

Questions regarding this Services Agreement must be addressed to the Purchasing Technician.

30.0 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.

31.0 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.

32.0 CONTRACT PROVISIONS

Each of the provisions of this Services Agreement 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.

33.0 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/services offered on this bid prior to their delivery, it shall be the responsibility of the successful Provider to notify the Purchasing Technician, 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.

34.0 PATENTS AND COPYRIGHTS

The Provider shall hold and save GUC, its officers, agents, and employees, harmless from thirdparty liability, 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, violating the rights in patent or copyright of a third party.

35.0 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.

36.0 LIMITATIONS

Neither party shall be liable to the other party for loss of profits or revenue; loss of use; loss of opportunity; loss of goodwill; cost of substitute facilities, good or services; cost of capital; cost of replacement power; governmental and regulatory sanctions; and claims of customers for such damages; or for any special, consequential, incidental, indirect or exemplary damages. The warranties, obligations, liabilities and remedies of the parties, as provided herein, are exclusive

and in lieu of any others available at law or in equity. Provider's total aggregate liability under this Agreement shall not exceed the compensation received by Provider under this agreement. To the fullest extent allowed by law, releases from, waivers of, and limitations of liability shall apply notwithstanding the breach of contract, tort including negligence, strict liability or other theory of legal liability of the party released or whose liability is limited.

37.0 NOTICES

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

Cleve Haddock Finance/Purchasing, Buyer II Greenville Utilities Commission P.O. Box 1847 Greenville, NC 27835-1847

Jeff Byrd Electric Distribution Engineer Greenville Utilities Commission P.O. Box 1847 Greenville, NC 27835-1847

Vendor Specified on Page 1 of Section III when awarded.

GREENVILLE UTILITIES COMMISSION	COMPANY NAME:
By: Anthony C. Cannon Title: General Manager/CEO	Name (Print):
(Authorized Signatory)	Title:(Authorized Signatory)
Date:	Date:
Attest:	Attest:
Name (Print): Amy Carson Quinn	Name (Print):
Title: Executive Secretary	Title: Corporate Secretary
Date:	Date:
(OFFICIAL SEAL)	(CORP. SEAL)
This instrument has been pre-audited in t manner required by the Local Governme Budget and Fiscal Control Act.	
-	
By:	_
Title: Chief Financial Officer	_
Date:	_
APPROVED AS TO FORM AND LEGAL	CONTENT:
By: Phillip R. Dixon	_
Title: Commission Attorney	_
Date:	