

NATURAL GAS SYSTEM IMPROVEMENTS

Tapping Tee Replacement Project Phase II

Specifications and Contract Documents

**City of Wilson, North Carolina
Wilson Energy
Natural Gas Division**

**HEATH AND ASSOCIATES, INC.
PROJECT NO. 22106**

MAY 2021

Prepared By

**HEATH AND ASSOCIATES, INC.
108 W. Warren Street, Suite 300
Shelby, North Carolina 28150
NC. License No. F-1035**

SPECIFICATIONS
AND
CONTRACT DOCUMENTS
FOR
NATURAL GAS SYSTEM IMPROVEMENTS
FOR
CITY OF WILSON, NC

MAY 2021

BIDDER _____

ADDRESS _____

SPECIFICATION SET NUMBER _____

Prepared by

HEATH AND ASSOCIATES, INC.
108 W. WARREN ST., SUITE 300
SHELBY, NORTH CAROLINA 28150
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E. SCOTT HEATH, P.E.
NORTH CAROLINA
NO. 16327

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ADVERTISEMENT FOR BIDS FOR
NATURAL GAS SYSTEM IMPROVEMENTS

Pursuant to Section 143-129 of the General Statutes of North Carolina, sealed proposals for the work of the expansion of the municipal gas system of the City of Wilson, North Carolina, will be received on or before 11:00 o'clock A.M. local time on June 2, 2021 in the City of Wilson EOC located at 1800 Herring Avenue, Wilson, NC 27893.

All work shall be done in accordance with the Plans and Specifications dated May 2021.

The project will consist of installing approximately 1,000 replacement service tees, as described in the Contract Documents. This project may be extended to add an additional 1000 replacement service tees at the same prices upon mutual acceptance by the Owner and the winning Contractor.

It is anticipated that a Notice to Proceed will be issued to begin work between Mid-July and Mid-August 2021.

Proposals must be submitted on standard forms provided in the Specification booklet and must be marked "Proposal for Gas System Improvements - Tapping Tee Replacement Project-Phase II".

Proposal forms, Specifications, and Plans may be examined at the following locations:

Heath and Associates, Inc., 108 W. Warren Street, Suite 300, Shelby, NC 28150.

Wilson Energy Operation's Center, 1800 Herring Avenue, Wilson, NC 27893-6727.

Copies may be obtained at Heath and Associates, Inc., 108 W. Warren Street, Suite 300 Shelby, NC 28150 upon deposit of one hundred dollars (\$100.00) for each set, which deposit will be refunded upon return of the Plans and Specifications, and other Contract Documents, in good condition, within thirty (30) days after the bid

opening date to each bidder who submits a formal proposal to the City. One-half (1/2) the amount of the deposit for all sets of complete documents, including Plans and Specifications, returned in good condition within fifteen (15) days after the opening of bids will be refunded to all prospective bidders who do not submit a formal proposal.

Each proposal must be accompanied by a deposit equal to five (5%) percent of the net price bid. This deposit may consist of cash or a certified check drawn on a bank or trust company authorized to do business in the State of North Carolina or on a bank insured by the Federal Deposit Insurance Corporation, payable to the City of Wilson, North Carolina, or a five (5%) percent Bid Bond issued by any insurance company authorized to do business in the State of North Carolina. The deposit is to be retained in the event of failure of the Successful Bidder to execute the contract within (10) days after the award or to give satisfactory surety as required.

All contractors are hereby notified that they shall properly comply with any North Carolina state laws governing their respective trades.

The City of Wilson, NC is an Equal Opportunity Employer. Small businesses, minority owned businesses, women owned businesses, and businesses owned by low and moderate-income persons are encouraged to bid.

The City of Wilson, NC reserves the right to reject any or all proposals.

Ricky Wilson
Purchasing Manager

Richard H. Worsinger, PE
Director of Wilson Energy
City of Wilson

CITY OF WILSON
WILSON, NORTH CAROLINA
NATURAL GAS SYSTEM IMPROVEMENTS
INSTRUCTION TO BIDDERS

All proposals must be made upon the blank form of Proposal hereinafter provided. Unit bid prices are to be submitted both in words and in figures. In the event of discrepancy between the prices quoted in the Proposal in words and those quoted in figures, the words shall control. The prices are to include the furnishing of all materials, plant, equipment, tools, and other facilities, and the performance of all labor work, except such as may be otherwise expressly provided in the Contract Documents.

Each bidder is required to bid on all proposals and/or alternates listed in the Proposal form unless otherwise stated. The bidder shall sign his Proposal correctly and proposals may be rejected if they show any omissions, alterations of form, additions not called for, conditional bid, or any irregularities of any kind.

Each Proposal must be submitted in a sealed envelope, so marked as to indicate its contents without being opened. This envelope shall be enclosed in a second envelope addressed to Mr. Ricky Wilson, Purchasing Manager, 1800 Herring Avenue, Wilson, North Carolina 27893. On the outside of this envelope shall be listed the North Carolina Contractor's License No. of the Bidder. If forwarded otherwise than by U.S. mail, it must be delivered to the City of Wilson at 1800 Herring Avenue, Wilson, North Carolina 27893 on or before the time set forth in the Advertisement.

Proposals will be opened promptly and read at the hour and on the date set in the Advertisement in the EOC Conference Room, 1800 Herring Avenue, Wilson, North Carolina 27893. Bidders or their authorized Agents are invited to be present.

Whenever in the Specifications a certain brand, make, or manufacturer is set out, it is not intended to restrict bidders to the specific brand or manufacturer. It is intended to set forth and convey to the prospective bidder the style, type, character, and quality of the article desired.

Each bidder shall visit the site of the Work and familiarize himself with the character and conditions of the site and shall read and become familiar with the General Conditions, Specifications, Special Conditions, Drawings, and other Contract Documents. If any material is to be furnished by the Owner and is available, it shall be inspected by the bidder prior to the submitting of a bid.

Should a bidder find discrepancies in, or omissions from, the Contract Documents, or should he be in doubt as to their meaning, he should at once notify the Engineer, who may send a written instruction to each person receiving a set of Contract Documents. No oral interpretations shall be made to any bidder as to the meaning of any of the Contract Documents. Every request for an interpretation shall be made in writing and addressed and forwarded to the Engineer.

The Contract will be awarded to the lowest responsible bidder, provided, however, that the Owner reserves the right to reject any or all bids, and to waive any informalities.

The Owner reserves the right to request a financial statement together with a statement of past experience, personnel, and equipment available to perform the proposed work from any Contractor considered for award of the Contract. Failure or refusal to furnish such a statement or statements shall constitute a basis for disqualifying any bidder.

Bid Bond. Each proposal must be accompanied by a deposit equal to five (5%) percent of the net price bid. This deposit may consist of cash or a Certified Check drawn on a bank or trust company authorized to do business in North Carolina or on a bank insured by the Federal Deposit Insurance Corporation, payable to the City of Wilson, North Carolina or a five (5%) percent Bid Bond

issued by any insurance company authorized to do business in North Carolina. The deposit is to be retained in the event of failure of the successful bidder to execute the Contract within ten (10) days after the award or give satisfactory surety as required.

Performance and Payment Bond(s). The successful bidder must furnish a bond(s) in some surety company authorized to do business in North Carolina for one hundred percent (100%) of the Contract price, conditioned on the faithful performance of the terms of the Contract.

Instead of such bond(s), the successful bidder may deposit money, government securities, or a Certified Check on a North Carolina bank or trust company, payable to the City of Wilson, North Carolina for the full amount of the Contract to guarantee the performance of the terms of the Contract. The Performance and Payment Bond(s) shall be executed on forms furnished elsewhere within these Specifications.

Bidder must agree to commence work on or before a date to be specified in a written Notice to Proceed by the Engineer and to fully complete the Work (including intermediate construction areas and completion time periods) within the number of consecutive calendar days hereinafter stated in the Proposal. Bidder must also agree to pay, as penalty or liquidated damages, the sum of \$750.00, or as otherwise stated, for each consecutive calendar day thereafter as provided in the General Conditions and Special Conditions for work uncompleted beyond the completion dates.

The Contract may be awarded by and through the City Council of Wilson, North Carolina, within sixty (60) calendar days from the date of the opening of the Proposals submitted and no Proposal may be withdrawn by a bidder until the expiration of that amount of time.

The Contractor shall obtain and pay for all necessary permits, taxes, and licenses required in connection with the Work, and he must strictly comply with all laws,

local ordinances, and regulations which may apply to the Work.

No charge of claims of the Contractor will be allowed for hindrance or delay from any cause in the progress of the Work.

The successful bidder will be furnished with three sets of Plans and Specifications. Additional sets may be obtained at the office of Heath and Associates, Shelby, North Carolina and the reproduction cost of additional sets will be paid for by the Contractor.

Each bid shall be accompanied by a Non-Collusion Affidavit executed on the form provided therefor. The Non-Collusion Affidavit must be completed in the state and county wherein the affiant resides and/or maintains his place of business. In Section 1, the affiant will place his name, residence, and office address. In Section 3, if the affiant is an individual, he will place on the first line the word, "Himself", and allow the remaining lines to be blank; if the affiant is acting on behalf of a corporation, partnership, etc., all lines of Section 3 must be filled in.

Insurance requirements are listed in the General Conditions, Sections 10 and 11. Types of insurance and amounts required are listed there.

PROPOSAL

CITY OF WILSON
WILSON ENERGY
NATURAL GAS DIVISION
WILSON, NORTH CAROLINA

Gentlemen:

The undersigned bidder, having examined the Drawings, Specifications, General, and Special Conditions, and other proposed Contract Documents attached hereto and referred to herein, together with any and all addenda hereto, and fully understanding the extent, character, and location of the proposed work, and local conditions relative to labor, transportation, hauling, trucking, and rail delivery facilities and all other factors and conditions affecting or which may affect the work covered by the proposed Contract for constructing a gas distribution system improvement, hereby proposes to furnish all required material not specifically furnished by the Owner, all supplies, equipment, tools, and plant, to perform all necessary labor, and to construct, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed Contract Documents hereto attached and the Plans and Specifications referred to therein (as altered, changed, or

listed and no other claim shall be made for payment. Stipulated quantities of work are understood to be approximate only and subject to increase or decrease.

BIDDER acknowledges receipt of the following addendum:

BIDDER agrees to perform all the work described in the Contract Documents for the following unit prices or lump sums:

BASE BID SCHEDULE

NOTE: Bids shall include sales tax and all other applicable taxes and fees.

Description, Approximate Quantity, and
Unit Price in Words and Figures

<u>Item and Sub-Items</u>	<u>Item and Sub-Item Totals</u>
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BASE PROPOSAL - BID - NATURAL GAS SYSTEM IMPROVEMENTS - TAPPING TEE REPLACEMENT PROJECT

General: The complete construction of various natural gas pipelines and appurtenances, testing, and other Work necessary for the completion of the project.

1. Install 3/4" replacement tapping tees on service lines that are currently in service. Installation to include, but is not limited to, excavation of existing tees, replacing a 2' section of main and tapping tee/EFV, testing new pipe installation, reactivation of the service line, and backfilling/restoration of excavation. The City of Wilson will supply the pipeline materials.

1.1 Install new 3/4" tapping tee prefabricated on a 2' section of 2" PE main, 1,000 each at:

_____ Dollars\$ _____ \$ _____

2. Additional payment for the installation of tees described in Item 1.1 above when the following conditions exist. The City of Wilson Inspector must approve each adder.

2.1 Adder to Item 1.1 when the excavation requires saw cutting 4 square feet or more of concrete or asphalt paving, 20 each at:

_____ Dollars\$ _____ \$ _____

2.2 Adder to Item 1.1 when the top of the main to replaced has 54" or more of cover (extra depth), 50 each at:

_____ Dollars\$ _____ \$ _____

If awarded the Contract, we hereby agree to commence work under the Contract on or before a date to be specified in a written "Notice to Proceed" by the Owner, no later than fifteen (15) days after the Notice to Proceed Date and to fully complete the Work within three hundred sixty-five (365) consecutive calendar days. No Work may be performed between November 25, 2021 and March 7, 2022. We further agree to pay, as liquidated damages or penalties, the sum of seven hundred fifty (\$750.00) dollars as required for uncompleted work beyond the project completion date for each consecutive calendar day thereafter as hereinafter provided in the General Conditions and Special Conditions.

TOTAL FOR BASE PROPOSAL PROPOSAL: (WORDS) _____

Dollars\$ _____

(Provide Bid Security for 5% of Above Total)

Bidding Company

By: _____
Authorized Signature/Title

Seal if By Corporation

Address of Bidder

North Carolina Contractor's License
Number _____

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned being first duly sworn as provided by law,
deposes and says:

1. His name is _____

And he resides at _____

And his office is at _____

2. He makes this affidavit with the knowledge and intent that it is to be filed with the City of Wilson, North Carolina and that it will be relied upon by said City in any consideration which it may give to and any action which it may take with respect to this proposal.

3. He makes and is authorized to make this affidavit on behalf of:

(Name of Corporation, Partnership, Individual, etc.)

A _____ formed under the

laws of _____

(State)

which he is the _____

(Sole Owner, Partner, President, etc.)

4. Neither the undersigned nor any other person, firm or corporation, named in the above paragraph 3 nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this proposal by the City of Wilson,

North Carolina; also that no head of any department or employee therein, or any officer of the City is directly or indirectly interested therein.

- 5. That the undersigned certifies in connection with this bid or proposal that:
 - A. The price of this bid or proposal has been independently arrived at without collusion with any other bidder or offeror or with any competitor.
 - B. Unless otherwise required by law, the price in this bid or proposal has not been knowingly disclosed and will not be knowingly disclosed prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other bidder or to any competitor; and
 - C. No attempt has been or will be made to induce any other person or firm to submit or not to submit a bid or proposal.

- 6. The affiant certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification.

(Affiant)

Sworn to before me and subscribed in my presence

this _____ day of _____, 2021

(Notarial Seal)

(Notary Public)

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GENERAL CONDITIONS OF THE CONTRACT

1. GENERAL: These conditions and every part herein are binding upon the Contractor insofar as they can or do apply to him or his work, and he shall be responsible for neglect to read or to attend to any paragraph or item contained herein. The Engineer shall decide as to the meaning and the applicability of any part of these General Conditions, or of anything in the Specifications, and in each case his decision shall be binding and final.
2. DEFINITIONS: Whenever in these Contract Documents the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

OWNER: City of Wilson, North Carolina, as represented by its duly authorized representative.

ENGINEER: Heath and Associates, Inc., or their duly authorized representative. The word Engineer shall be understood as referring to the Engineer (Heath and Associates, Inc.) of the Owner.

INSPECTOR: An authorized representative of the Engineer or Owner assigned to make any and all necessary inspections of the work performed and material furnished by the Contractor.

BIDDER: Any individual, firm, or corporation with whom a contract is made by the Owner.

SUB-CONTRACTOR: The term Sub-contractor, as employed herein, includes only those having a direct contract with the Contractor and it includes one who furnished material worked to a special design according to the Plans and Specifications of this work, but does not include one who merely furnished material not so worked.

CHANGE ORDER: A written agreement between the Owner and the Contractor with the approval of the Engineer which when duly executed becomes part of the Contract. Change orders may either increase or decrease the work to be performed under the Contract.

NOTICE TO PROCEED: A written notice from the Owner notifying the Contractor to begin prosecution of the work.

CONTRACT PERIOD: The period of time between the date of commencement specified by the Owner on a written Notice to Proceed and the elapse of the specified number of consecutive calendar days stated in the Proposal form will be known as the Contract Period.

SURETY: The corporate body which is bound with and for the Contractor and which engages to be responsible for the Contractor and his accepted performance of the Work as covered herein.

SURETY BOND OR PERFORMANCE BOND: The approved form of security furnished by the Contractor and his surety as a guarantee of good faith on the part of the Contractor to execute the work in accordance with the terms of the Contract required in the amount of one hundred percent (100%) of the Contract price.

WORK: The term Work, as used herein, refers to and includes all plant, labor, materials, supplies, equipment, and other facilities and things necessary or proper for or incidental to the carrying out and completion of the terms of this Contract.

3. CONTRACT DOCUMENTS: The Contract Documents consist of the Agreement, the General Conditions, the Specifications, Special Conditions, the Drawings (including such detail drawings as may be furnished from time to time during the performance of the Work in explanation of said drawings), the accepted Proposal, the Performance bond, the Power of Attorney, Workmen's Compensation Insurance, Public Liability and Property Damage Insurance, and Builder's Risk or Fire Insurance Certificates. These form the Contract. The Contract Documents are complementary and what is called for by one shall be as binding as if called for by all.

Where reference is made to Specifications such as A.S.T.M. or A.N.S.I., the latest edition shall be used unless otherwise stated.

The Engineer may issue additional instructions by means of supplemental Drawings or otherwise, from time to time during the progress of the Contract, to illustrate more fully the intent of the Contract Work or to illustrate changes in the Work.

The Contractor shall keep one copy of all Drawings and Specifications on the site of the Work, in good order, available to the Engineer and to his representatives.

Should any Work and/or materials not conform with requirements of the Drawings and Specifications or become damaged during the progress of the Work, such Work and/or material shall be removed and replaced, together with any Work disarranged by such alterations, at any time before completion and acceptance of the project. All such Work shall be done at the expense of the Contractor.

Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Permits and licenses for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Drawings and Specifications are at variance therewith, he shall promptly notify the Owner in writing.

All Drawings, Specifications, and copies thereof furnished by the Engineer are his property. They are not to be used on other work and, with the exception of the signed Contract set, are to be returned to him on request, at the completion of the Work.

If there is conflicting language between the Specifications or Contract, the Contractor will comply with the most strict.

4. SUB-CONTRACTING: The Contractor shall not award any Work to any Sub-Contractor without prior written approval of the Owner. Approval will be contingent upon the Contractor supplying written information concerning the proposed award as the Owner may require.

If the Contractor sublets any part of the Contract, the Contractor shall be as fully responsible to the Owner for the acts and omissions of his Sub-Contractor and of the persons either directly or indirectly employed by his Sub-Contractor, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the Contract Documents shall create any contractual relation between any Sub-Contractor and the Owner.

5. ASSIGNMENT: Neither party to the Contract Documents shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the Owner.
6. NOTICE TO PROCEED: No Work shall begin on this project until the Engineer or Owner has issued a Notice to Proceed directing the Contractor to proceed with the Work.
7. RESPONSIBILITY FOR CONNECTING TO EXISTING WORK: It shall be the expressed responsibility of the Contractor to connect his Work to each part of the existing Work or Work previously installed where shown on the Drawings, and where directed by the Specifications to provide a complete installation.
8. ORDER OF CONSTRUCTION: The Owner shall have control of the order in which the various parts of the Work are to be performed. Specific construction areas and priorities have been outlined and are detailed in the Special Conditions section (see SC-1, TIME, WORK SCHEDULE, ORDER OF WORK, AND PENALTIES).

The Contractor shall be required to furnish the Engineer or Owner, within three (3) weeks after Notice to Proceed, a detailed cost breakdown, to be used as a basis for authorizing Progress Payments, and a construction Progress Schedule showing estimated dates for commencing and completing each phase of construction.

9. COOPERATION WITH MUNICIPAL DEPARTMENTS, PUBLIC UTILITIES, ETC.: The Contractor's attention is called to the fact that

there may be possible delays on the project due to work to be done by municipal departments, public utilities, and/or others in repairing or moving poles and conduits, etc. The Contractor shall cooperate with the above parties in every way possible, so that the construction can be completed in the least possible time. It is distinctly understood that the Contractor will have no claim whatsoever against the Owner for any delay caused him during the construction of this project due to the work being done by the above mentioned parties. He shall have made himself familiar with all laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment used in or upon the work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

10. INSURANCE: The Contractor shall provide the Owner with certificates and/or memoranda of all insurance required, each with the following notation or endorsement: "Written notice by registered mail of cancellation, expiration, non-renewal or changes in coverage, during the full period of construction covered by this Contract **shall be given to the Owner ten (10) days prior to date of** such cancellation, expiration, non-renewal, or changes in coverage affecting this policy." The City of Wilson shall be named as co-insured on all policies.

Certificates and/or memoranda of insurance shall be provided in such quantities as required to be bound with each copy of Agreement and/or Contract.

11. LIABILITY INSURANCE:

- A. The Contractor shall maintain in a company acceptable to the Owner such insurance as will protect him from claims to property or from any personal injury, including death, which may arise from operations under this Contract, whether such operations are performed by the Contractor or by any Sub-contractor or anyone directly or indirectly employed by either of them. This general liability insurance must include pollution liability insurance coverage. The minimum required limits of such liability insurance, unless modified by requirements

- B. specified in the Special Conditions section will be as follows:
 - a. General Liability - \$3,000,000.00
 - b. Workmen's Compensation - Statutory
 - c. Bodily Injury - \$500,000.00/\$1,000,000.00
 - d. Property Damage - \$500,000.00
 - e. Automobile Bodily Injury -500,000.00/\$1,000,000.00
 - f. Automobile Property Damage - \$500,000.00

- B. The Contractor shall maintain in a company acceptable to the Owner, complete Owner's Protective Liability Insurance in the limits specified above for Bodily Injury Liability Insurance and Property Damage Liability Insurance.

- C. Fire and Extended Coverage Insurance. The Contractor shall insure all Work covered by his Contract against loss or damage by fire, and against loss or damage by the standard extended coverage insurance endorsement, in an Insurance Company or Companies acceptable to the Owner. The amount of insurance at all times shall be at least equal to the amount paid on account of Work and materials installed or delivered but not yet paid for by the Owner. The policies shall be in the names of the Owner and the Contractor showing the amount and type of coverage, terms of policies, and other data and shall be delivered to the Owner before any payment will be made to the Contractor.

12. PERFORMANCE AND PAYMENT BOND(S): Performance and Payment Bond(s) in the full amount of the Contract Price will be required of the successful bidder to guarantee the faithful performance of the Work in compliance with the Contract Documents and to guarantee the payment of all labor and material bills in connection with compliance of the Contract. The bond(s) shall be on approved form and dated the same as the Contract, and accompanied by a current Power of Attorney. These bonds must be executed with the Contract, and delivered

to the Owner within ten (10) days after the date of official notice of award and transmittal of Contracts for execution or else the bid security shall be forfeited to the Owner and shall be considered as liquidated damages. The Bonding Company shall be licensed to do business in the State in which the Work is to be performed.

13. RESPONSIBILITY, RISK, BLAME, ETC.: The Contractor shall indemnify and save the Owner and Engineer harmless from and against all losses, claims, demands, suits, actions, recoveries, and judgments of every nature and description brought or recoverable against it or them by reason of any act or omission of the Contractor, his agent, or employees, in the execution of the Work or in consequence of any negligence or carelessness regarding the same.

The Contractor shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or violation of any State or Federal Law or Municipal rule, regulation, or order. The Contractor shall give to the proper authorities all required notices relating to the Work, obtain all official permits and licenses and pay all proper fees. He shall make good any injury that may have occurred to any adjoining building, structure, or utility in consequence of this Work.

The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner and Engineer harmless from loss on account thereof. If the Contractor has information that a process or article specified is an infringement of a patent, he shall promptly give such information to the Engineer. The Contractor shall pay all royalties and license fees.

14. EMPLOYMENT PRACTICES: The Contractor shall comply with all local, state, and federal laws relating to the terms and conditions of the employment of workers to perform any Work under this Contract and shall conform in every respect with applicable rules, regulations, and statutes pertaining to wages and hours of work, discriminatory employment practices, and those whose age or physical condition is such that his employment might be injurious to his health or safety or to that of others.

Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes regarding E-Verify Requirements. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

The Contractor shall provide such equipment and medical facilities as are necessary to supply first aid service to anyone who may be injured in connection with the Work. All accidents in which death or serious injuries or serious damages are caused shall be reported immediately by telephone or messenger to both the Engineer and the Owner. The Contractor may be required to report the facts of any such accident in writing to the Owner, giving full details and statements of witnesses.

15. INSPECTION OF WORK: The Engineer and the Owner and their representatives shall have access to the Work at all times. The Contractor shall provide proper facilities for such access and for inspection. If the Specifications, the Engineer or Owner instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Owner and Engineer timely notice of its readiness for inspection, and if the inspection is by other authority than the Owner or Engineer, of the date fixed for such inspection. Inspections by the Owner or Engineer will be promptly made. If any work should be covered up without the approval or consent of the Owner or Engineer, it must, if required by the Owner or Engineer, be uncovered for examination at the Contractor's expense.

Re-examination of any Work may be ordered by the Owner, and if so ordered, the Work must be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, the Owner will pay the cost of re-examination and replacement. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such cost.

The Contractor shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the

operations and local conditions. Necessary signs shall be placed immediately adjacent to the Work, in a conspicuous position, at such locations as traffic demands.

16. SUPERVISION: The Contractor shall have a superintendent with a minimum of two years of experience in charge of natural gas pipeline construction constantly on the job. He shall represent the contractor and have full authority to direct the Work in such a manner as the Owner requires to obtain compliance with the Contract Documents. He shall have read and be familiar with these Specifications, Special Conditions, General Conditions, Drawings, and Addenda.
17. OWNER'S SUPERINTENDENT: The Gas Superintendent shall have general supervision of the Work as the primary representative of the Owner. He shall have the authority to direct the construction insofar as the proper execution of the Contract is affected.

All Work shall be subjected to inspection of the Owner to ascertain that Work is done in accordance with the Contract and whose determination of the quality, acceptability, and fitness of the Work shall be final.

The Owner shall be the sole judge of the adequacy of the construction equipment furnished by the Contractor and shall have the right to require the Contractor to provide additional equipment and to replace inadequate equipment. He shall decide upon all questions which may arise as to the interpretation of the Plans and Specifications.

18. AUTHORITY AND DUTIES OF INSPECTORS: Inspectors may be stationed on the Work to report to the Owner as to the progress of the Work, the manner in which it is being performed, and also to report whenever it appears the material furnished or Work performed by the Contractor fails to fulfill requirements of the Contract Documents.

In case any dispute arises between the Inspector and the Contractor as to material furnished or to the manner of performing the Work, the Inspector shall have the authority to reject materials or suspend the Work until the question at issue can be referred to and decided by the Owner. Inspectors are not authorized to revoke, alter, enlarge, relax, or

release any requirements of these Specifications nor to issue instructions contrary to the Contract Documents. Inspectors shall in no case act as foremen or perform duties for the Contractor or interfere with the management of the Work by the Contractor.

19. CHANGES IN THE WORK: Without invalidating the Contract, the Owner may order extra Work or make changes by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such Work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

The Owner reserves the right to increase or decrease each bid item in the proposal up to 20%, at the unit prices in the proposal, for similar type work without a change order.

Where changes ordered by the Owner involve a monetary consideration, the Contract shall be adjusted by negotiation with the terms of said negotiation being expressed in a supplemental agreement or Change Order signed by the Owner, and the Contractor.

20. LOCATION OF OTHER UTILITIES: The existence and location of other utilities shown on drawings are not guaranteed. The Owner assumes no responsibility for the complete accuracy of such indicated locations. It shall be the duty of the Contractor to investigate and verify in the field the existence and locations of other utilities and to make minor relocations of the gas main being installed without extra cost to the Owner, when considered necessary and upon approval of the Owner's representative.
21. PROGRESS PAYMENTS: The Owner will make monthly progress payments to the Contractor on the basis of a duly certified Application for Payment approved by the Owner of the Work performed and materials used during the preceding work period. The Owner will retain not less than five percent (5%) of the amount of each such progress payment until fifty percent (50%) completion and acceptance of all Work covered by the Contract.

At least twenty-one (21) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the owner his Application for Payment filled out and signed by the Contractor covering ninety-five percent (95%) of the Work completed (one hundred percent (100%) when 50% completion is reached) as of the date of the Application for Payment and supported by such data as the Owner may reasonably require. Five (5) copies of all invoices shall be submitted by the Contractor.

Progress payments shall in no way be taken as acceptance of the Work involved, or as a release of the Contractor from the responsibility of any portion thereof.

22. TAXES: The Contractor shall include in his Proposal the costs for all Federal, State, and local taxes applicable to the Work.

Each month, the Contractor shall furnish the Owner with statements evidencing payment of any sales, use, or excise tax and whatever documents are necessary for the Owner to make request for tax refund as provided by law.

23. TIME FOR COMPLETION AND LIQUIDATION DAMAGES: Time is an essential element of the Contract and it is important that the Work be pressed vigorously to completion. It is expressly understood and agreed by and between the Contractor and the Owner that the Contract Period is a reasonable time for the completion of the Work and that, as a part consideration for the awarding of this Contract, for each calendar day that any Work shall remain uncompleted after the end of the contract Period, the Contractor shall pay the Owner the amount per calendar day specified in the Proposal form, not as a penalty but as a predetermined and agreed liquidated damage. Such amount shall be deducted by the Owner from any balance due or to become due the Contractor under the terms of the Contract (see Special Conditions, SC-1, TIME, WORK SCHEDULE, ORDER OF WORK, AND PENALTIES).

The Owner may grant an extension of the Contract Period to the Contractor for additional Work resulting from a modification of the Drawings for the project, for delays caused by the Owner or for other reasons beyond the control of the Contractor which in the Owner's judgment would justify

such extension. A request for a time extension shall be made in writing by the Contractor to the Owner within seven (7) days following any event causing a delay.

No extension of Contract Period will be allowed for variation between Contract quantities and actual quantities which cannot be predetermined and which amount is less than twenty percent (20%) of the Contract quantities.

The assessment of liquidated damages for failure to complete the Work within the Contract Period shall not constitute a waiver of the Owner's right to collect any additional damages which the Owner may sustain by failure of the Contractor to carry out the terms of the Contract.

24. FINAL INSPECTION. The Owner or his representatives will make a final inspection of all Work included in the Contract as soon as possible after notification by the Contractor that the Work is completed and ready for inspection. If any portion of the Work is not acceptable at the time of the inspection, the Owner will advise the Contractor, in writing, as to the particular items to be corrected before the Work can be given final approval.
25. FINAL CERTIFICATE OF PAYMENT: Upon completion of all Work whatsoever required and upon receipt from the Contractor of acceptable affidavits, certificates or waivers, showing that no right or lien exists in connection with the Work, the Owner will pay the final invoice.
26. GUARANTEE OF WORK: Except as otherwise specified all Work shall be guaranteed by the Contractor and his sureties against defects resulting from the use of faulty or inferior materials, equipment or workmanship for one year from the date of final completion of the Contract as signified by acknowledgment of receipt of Final Payment by the Contractor, or from the date of final completion as otherwise established by the Owner, the Engineer, and the Contractor.

If within any guarantee period, repairs or changes in connection with guaranteed Work are rendered necessary as a result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, the Contractor shall promptly, upon

receipt of notice from the Owner and without expense to the Owner, place in satisfactory condition, in every particular, all of such guaranteed Work. This obligation shall survive termination of the Contract.

27. NEGLECTED WORK BY CONTRACTOR: If the Contractor should neglect to prosecute the work in accordance with the Contract Documents, including any requirements of the progress schedule, the Owner, upon written notice to the Contractor, after three (3) days from receipt of such notice by the Contractor and without prejudice to any other remedy he may have, may make good such deficiencies and the cost thereof (including compensation for additional professional services) shall be charged against the Contractor if the Owner approves such action, in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor will pay the difference to the Owner.
28. SUSPENSION OF WORK AND TERMINATION: Owner may suspend Work at any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the Contractor which will fix the date on which Work will be resumed. Contractor shall resume work on the date so fixed.

Owner may terminate this contract upon the occurrence of any one or more of the following events:

- a. If Contractor persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or equipment or failure to adhere to progress schedule established for the Work).
- b. If Contractor disregards laws or regulations of any public body having jurisdiction.
- c. If Contractor consistently disregards specific instructions from the Owner for the completion of the Work.
- d. If Contractor otherwise violates in any substantial way any provisions of the Contract Documents.

- e. If the Contractor engages in activities that are misleading and untruthful and detrimental to the completion of the Work, or if they misrepresent facts and situations to the Owner.
- f. For exceptional conditions or circumstances beyond the control of the Contractor or Owner (including, but not limited to, natural disaster, civil unrest, or orders to suspend work by any governmental entity having jurisdiction).

Owner may, upon occurrence of one or more of the above events, and after giving Contractor (and the surety, if any) seven (7) days' written notice and to the extent permitted by laws and regulations, terminate the services of Contractor, exclude Contractor from the site and take possession of the work.

In such case, Contractor shall be paid (without duplication of any items):

- a. For completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination.
- b. For expenses sustained prior to the effective date of termination in performing services and furnishing labor or equipment as required by the Contract Documents in connection with uncompleted Work.
- c. For all claims, costs, losses, and damages incurred in settlement of terminated contracts with subcontractors, suppliers, and other; and
- d. For reasonable expenses directly attributable to termination.

Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of resulting from such termination.

Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payments of monies due Contractor by Owner will not release Contractor from liability.

29. CONFLICT OF INTEREST: No employee, officer, agent, or member of the governing bodies of the City of Wilson, North Carolina, nor any other public official who exercises any functions or responsibilities with respect to this contract during his tenure or for one year thereafter, nor immediate family members of any of the above, shall have any financial interest, direct or indirect, with the work to be performed by the Contractor.

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SPECIFICATIONS

PART I - INSTALLATION

1. SCOPE OF WORK. The Work covered by these Specifications consists of and includes the performing of all operations and the furnishing of all plant, labor, materials, supplies, equipment, and other facilities and things necessary or proper for or incidental to the construction and testing of natural gas supply and/or distribution mains, all complete, tested, accepted, and connected to the existing gas system. More information on the work to be performed is given in the Special Conditions. All Work shall be done in accordance with requirements of the CFR Title 49 Part 192 "Transportation of Natural and Other Gas By Pipeline: Minimum Federal Safety Standards," as amended, and any applicable Standards which are hereby incorporated in these specifications by reference.

The specific Scope of Work for this project is to replace approximately 1,000 service line tapping tees that are currently in service in the City of Wilson's natural gas system. The Contractor shall be paid per tee replaced using Proposal Item 1.1. A link to a map of where the service lines are located is included in the attachments in the back of this booklet. Many of the locations for the replacement tees are in common neighborhoods.

The payment for Proposal Item 1.1 is a lump sum payment that will completely cover the compensation to replace the majority of installations. Where more difficult installations exist the Contractor may be paid one of the adders to Proposal Item 1.1 using Proposal Items 2.1 - 2.2.

The activities that are included in Proposal Item 1.1 compensate the Contractor for the following actions:

1. Contractor to coordinate and schedule activities with the City's Inspector(s).
2. Contractor shall call in 811 tickets and be responsible for spotting all utilities in the area of the excavations.

3. Contractor to deploy safety signage and traffic control for typical replacements within sub-divisions on low traffic roads. The majority of the replacements will not require constant flagmen to direct traffic. This minimal traffic control is to be included in the lump sums for Proposal Item 1.1.
4. The Contractor shall deploy any needed erosion control measures for the excavations. All costs for erosion control measures including seed/fertilizer/straw, erosion control matting, and/or sodding specialty lawns to restore the ground to pre-excavation condition shall be included in the lump sums Proposal Item 1.1.
5. Contractor to excavate tapping tees and surrounding main. This may be accomplished by a safe method that can include backhoes or hand digging.
6. Contractor to shut-off service line at the meter and squeeze off main.
7. Contractor to cut out 2' of main containing the existing tapping tee and cut off service line. Contractor to then install a prefabricated 2' section of main with a new tapping tee/EFV/ 2' section of service line using electrofusion couplings. The City of Wilson will supply the prefabricated sections of pipe and all electrofusion fittings needed. All polyethylene pipe to be rejoined shall be done with electrofusion fittings, no mechanical connectors will be allowed.
8. The Contractor shall then test the service line to 150 psig for 15 minutes. The test must be witnessed by the City's Inspector.
9. The Contractor will then release the squeeze offs and tap the main.
10. Contractor to purge the service line back to the meter until 100% gas is detected using a CGI or equivalent instrument.

11. Contractor to backfill and tamp the excavation and restore the landscape with seed/fertilizer/straw. The City's personnel will turn the customer's meter on and relight the customer's appliances.
12. The Contractor is to monitor the restoration of grassed areas, filling any sunken areas and reapply seed/fertilizer/straw as needed.

The conditions that warrant additional pay include the following, and shall be paid as Proposal Item 2.1 - 2.2.

1. When an excavation requires the cutting of four (4) square feet or more of concrete or asphalt pavement, the Contractor shall be paid Proposal Item 2.1. The Contractor will be responsible for cutting pavement and disposing of the pavement. The pavement must be saw cut. The last 12" of backfill under pavement shall be filled with 100% screening stone and tamped to 95% proctor. The Contractor shall provide the backfill materials at his expense. The City will provide the layer of concrete or asphalt paving with their crews.
2. When the top of the main containing the tapping tee to be replaced is 54" or more in depth, the Contractor will receive payment for Proposal Item 2.2. The cost of any larger stepped back excavation or use of shoring equipment is to be included in Proposal Item 2.2.
3. When the excavation is located in a roadway or close to a high traffic road that requires a lane closure and constant flagmen, the City crews will provide labor and signage to assist with traffic control beyond task Item #3 identified above.

Each customer's service should be out-of-service for no more than **four hours**. There may be areas where multiple tees can be replaced by a common section of main being squeezed off. Replacing multiple tees with a common squeeze off will be allowed contingent on the customer's out-of-service time being limited to 4-hours.

No construction on this project will take place between November 25, 2021 and March 7, 2022.

2. MATERIAL TO BE FURNISHED BY OWNER. All piping and fittings required for the completion of the Work shall be furnished by the Owner. The Contractor understands and agrees that the Owner will furnish to the successful contractor the material designated and that the Contractor will give a written receipt therefore to the Owner.
3. MATERIAL AND EQUIPMENT TO BE FURNISHED BY THE CONTRACTOR. The Contractor shall provide and pay for all tools, labor, equipment, seed/fertilizer/straw, shoring reinforcement, machinery, work equipment, cutting tools, electrofusion machines, sand, gravel, geofabric, sewer tile, field tile and all other items necessary and proper for the completion of the Work, except such as may be otherwise expressly provided for in the Contract Documents.

The Contractor may be required to furnish the Owner or Engineer with a complete list of equipment which he will have on the job when it is started and until the job is accepted by the Owner or Engineer. Rental rates including operating labor will accompany each piece of equipment listed. Along city streets and asphalt roads flat pads shall be used on the trenching machines and other track mounted equipment.

Only equipment which will not damage the surfacing along any improved surfaces shall be used. Wood boards which will prevent damage to the surfacing shall be used when crossing improved surfacing with equipment which will damage it.

4. INSTALLATION REQUIREMENTS: The Contractor shall exercise care in excavating the bell holes for the replacement of the tees. Any damages to foreign utilities or to the natural gas piping will be the responsibility of the Contractor to repair. The Contractor shall use tools and equipment that are appropriate, and in good condition and functioning properly to squeeze off and fuse replacement piping. When the squeeze off tools have been removed, the Contractor will mark mains by applying duct tape where the pipe was squeezed off.

Any damage to the tracer wire shall be repaired by the Contractor. The tracer wire for the main and service line shall be intact prior to backfilling the trench.

The Contractor shall use only competent and skilled workmen. The Contractor's personnel shall be qualified to perform covered tasks on the City's natural gas system. (See Section 7).

No excavation shall be back-filled unless the pipe has proper depth and fit and there is firm support around the pipe, particularly beneath pipe joints and fittings.

All backfill material used shall be free from stones, sticks, or broken concrete, brick, large clods or lumps or other material which might damage the pipe or the pipe coating. Wherever it is deemed necessary by the Engineer or the Owner's representative, hand labor shall be used in starting the backfill.

In general, backfill compacted in accordance with controlling public authorities will be acceptable. The Contractor may be required to obtain specific degrees of compaction of critical areas not designated by controlling public authorities. This type of compaction shall be four (4) inch to eight (8) inch layers as required by the Engineer or the Owner's representative. Payment for mechanically tamped backfill shall be included in the cost per installation.

All pipe shall be pressure tested to 150 psig for 15 minutes.

The Contractor shall provide all equipment necessary for testing including but not limited to pipe testing caps or plugs, compressors, pumps, pipe connections, all recording pressure gauges, valve fittings, and air or nitrogen required to complete the testing. The Contractor shall perform all Work required in connection with the testing. Recording pressure gauges shall be installed in all test sections as required and the recording thereof shall be delivered to the Owner's representative at the completion of the test.

5. CLEANUP. Cleanup shall consist of all work necessary to restore the damaged area to a similar condition as existed prior to the start of the construction. This operation, for example, includes filling of any sunken trenches, removal of excess excavated materials, removal of equipment, removal of rock and other materials which cannot be placed in the trench backfill, the repairing of fences, burning of brush, applying fertilizer and lime, re-seeding, and strawing with tack as required by the Owner, the North Carolina Department of

Transportation, the North Carolina Department of Environment and Natural Resources, or other controlling public authorities, and any other work which will place the construction area in good condition.

The Contractor shall keep the right-of-way clear of construction debris, insofar as it is possible, during the progress of the work. Open ditch, construction equipment, and materials shall be handled in a manner which will cause the least inconvenience to other work in progress, to the general public, and to residents along the route of the pipeline. The Contractor's crew shall complete all clean-up as the construction proceeds and shall not move to another area until all clean-up is complete in the area just finished.

The Contractor will be required to maintain clean-up on a daily basis. Clean-up shall be started immediately in conjunction with the start of construction and shall continuously follow as close as possible to the pipe laying and backfilling operations. Streets, sidewalks, etc., will be washed and swept on a daily basis. Untimely clean-up of pipeline construction may result in the suspension of new construction, if deemed necessary by the Engineer and/or Owner. The cost of cleanup shall be included in the contract price for installing pipe.

6. DRUG TESTING. In order for the Contractor to connect the new construction to the Owner's system, the employees of the Contractor who will physically make the tie-in welds/fusion joints are required by CFR 49 Part 199 and Part 40 to be a participant in an anti-drug/alcohol misuse testing program.

The Contractor must furnish documentation of the participation in a qualified anti-drug/alcohol misuse testing program for those employees to the Owner. A negative (no evidence of drug use) test must be documented for any employees who will be involved in making tie-in welds/fusion to the Operator's system prior to performing such work.

7. OPERATOR QUALIFICATION. Any work performed that is considered a "covered task" by the Owner's Operator Qualification Plan by Contractor personnel on the Owner's natural gas system shall be performed by personnel who have been "qualified". In order for a Contractor's employee to be "qualified" to perform the "covered task", the employee must be evaluated and certified by the standards outlined in the Owner's

Operator Qualification Plan. It shall be the Contractor's responsibility to obtain any needed "qualifications" and provide the necessary certification and documentation to the Owner at the Contractor's cost. No compensation will be given to the Contractor for providing "qualified" personnel and documentation related to compliance with CFR Title 49 Part 192 "Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards", Subpart N, Operator Qualification.

The Contractor shall provide the PE fusion Certifications of any employee who fuses pipe on the project. The Contractor's Operator Qualification Plan may be acceptable to the Owner. The specific equivalent covered task that the Contractor's personnel shall be qualified for are:

1. 80843 - Joining of Plastic Pipe- Electrofusion
2. 77714 - Tapping a Pipeline with a Built-in Cutter
3. 2307 - Squeeze Off Plastic Pipe
4. 79826 - Purge- Flammable or Inert Gas
5. 80790 - Pressure Test - Non-Liquid Medium - MAOP Less Than 100 psi
6. 80854 - Install Tracer Wire
7. 80760 - Damage Prevention During Excavation Activities by or on Behalf of the Operator
8. 79621 - Backfilling
9. 80793 - Leak Test at Operating Pressure

SPECIAL CONDITIONS

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SPECIAL CONDITIONS

1. GENERAL INFORMATION. The Work of this project involves the installation of polyethylene mains and services in and around the existing service area of the City of Wilson, North Carolina Natural Gas System.

Inasmuch as this project will involve construction in residential and commercial areas, as well as rural, the Contractor shall conduct his construction in a manner to cause the least inconvenience to the citizens of the area and maintain good public relations therewith.

A portion of the Work will be carried out within the right-of-way of public streets and roadways. The Contractor shall familiarize himself with and follow all provisions pertinent to constructions within such right-of-ways.

In particular, the Contractor shall be familiar with requirements for backfilling to be done along state and federal roadways. Roadway drainage must be prepared and/or restored to a condition satisfactory to the North Carolina Department of Transportation. It shall be the Contractor's responsibility to pay any construction inspection fee incurred from controlling highway authorities as well as to provide any protective public liability and property damage liability insurance required by these authorities.

Traffic control for the construction shall conform with the current Manual on Uniform Traffic Control Devices for Streets and Highways.

In general, all Work of this project shall be performed in such a manner as not to conflict with nor increase the normal five-day work week of the City of Wilson Gas Department. Saturday work shall normally be limited to clean-up and no work will be scheduled for Sundays or holidays unless the Contractor obtains special approval from the Owner.

2. TIME, WORK SCHEDULE, ORDER OF WORK, AND PENALTIES. Time is an essential element of the Contract. The Owner anticipates issuing a "Notice to Proceed" in mid-July 2021 to mid-August 2021. The Work is to be completed, including all clean-up, within three hundred sixty-five conservative

calendar days (365) from the "Notice to Proceed" date. **No Work on the project will be allowed from November 25, 2021 through March 7, 2022. Liquidated damages of \$750.00 per day will be assessed to the Contractor if the project is not completed and approved by the Owner in the time allotted.**

In general, the Contractor may conduct the work within the construction areas in the order in which it is most beneficial to him; however, the City reserves the right to schedule the order of installation of the various sections.

NUMBER OF CONTRACTOR CREWS

The Owner will have a limited number of inspectors to monitor and oversee the Contractor's crews. The Contractor will be restricted to the number of crews to which the Owner can inspect with his available manpower. The Contractor will be allowed to have multiple crews working simultaneously. The Contractor shall submit a work plan identifying the number of crews and anticipated number of tees to be replaced on a weekly basis to the Owner. The total number of crews must be approved by the Owner.

3. EXTENSION OF THE SCOPE OF WORK. The Owner may choose to extend the Scope of Work by adding another 1000 service line tapping tee replacements and extending the timeframe by one year. If the project is to be extended, the prices must remain unchanged. The Contractor will have the option to extend the Contract at unchanged prices or not to extend the Contract. The Owner should inform the Contractor of whether they choose to extend the Contract 60 days prior to the Contract completion date of the initial work. A mutually agreeable extension to the contract will be documented with a change order to the original work.
4. MATERIAL TO BE PROVIDED BY OWNER. The Owner will provide all pipe, tees, electrofusion fittings, and pavement replacement required for completion of the work. Except as listed below, the Owner will provide NO equipment, labor, or erosion control measures (including gravel) needed to complete this project.
5. AUTHORITY AND DUTIES OF INSPECTORS. Inspectors may be stationed on the Work to report to the Owner as to the

progress of the Work, the manner in which it is being performed, and also to report whenever it appears the material furnished or Work performed by the Contractor fails to fulfill requirements of the contract Documents.

In case any dispute arises between the Inspector and the Contractor as to material furnished or to the manner of performing the Work, the Inspector shall have the authority to reject materials or suspend the Work until the question at issue can be referred to and decided by the Engineer or Owner. Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of these Specifications nor to issue instructions contrary to the Contractor or interfere with the management of the Work by the Contractor.

6. BARRICADES, LIGHTS, FLAGMEN, AND WATCHMEN. Suitable barricades, lights, flagmen, and watchmen shall be provided when required by the Owner or Owner's representative in all areas in which Work is performed. Barricades, lights, flagmen and watchmen shall be in full compliance with all safety requirements and shall be subject to the approval of the Owner or Owner's representative. All costs involved in providing such barricades, lights, flagmen, and watchmen shall be included in the Contract price, and no additional payment will be made for such items.
7. LOCATION OF OTHER UTILITIES. The Owner assumes no responsibility for the existence and/or location of other utilities in the Work area. It shall be the duty of the Contractor to investigate and verify in the field the existence and location of other utilities and to make the relocations of the gas main being installed, without extra cost to the Owner, when considered necessary and upon approval of the Owner or Engineer. Contractor shall abide by the laws concerning the local one call utility locating service.
8. MECHANICAL TAMPING. Compacting of backfill along state and federal highways shall be done in accordance with state requirements. Compacting backfill is required under all pavement cuts and at all other accessible locations. Pipe installation will be authorized for payment following tamping, fine grading and application of seed and mulch.

Payment for mechanical tamping will be included in the pipe installation price.

9. EROSION AND SEDIMENT CONTROL. Erosion and sediment control procedures shall be included in this project. See the Erosion Control Special Conditions for details. The Contractor shall insure that all sedimentation features are in place as construction proceeds and shall remove these features as ground cover is established with approval of the Owner or controlling authorities. All costs of erosion control measures shall be included in the unit price to install pipeline.

Certain areas of the project will require installation of erosion control blanket, either by specification on the plans or upon direction by the Inspector or Controlling Authorities. This blanket should be North American Green SC150.

EROSION CONTROL

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SPECIAL CONDITIONS
EROSION CONTROL

1. GENERAL INFORMATION. Erosion and sediment control procedures shall be included in this project. They shall include, but are not limited to, the following sections. The Contractor shall insure that all sedimentation features are in place prior to construction as necessary and described in sections 3, 4, and 5. Contractor shall remove these features as ground cover is established with approval of the Owner's representative and/or controlling authorities. All costs of erosion control measures shall be included in the unit cost to install the replacement trees.

Stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than seven (7) calendar after work has ceased.

Contractor to provide silt fence and/or other control devices, as may be required, to control soil erosion during utility construction. All disturbed areas shall be cleaned, graded, and stabilized with grassing immediately after the utility installation.

The contractor must take necessary action to minimize the tracking of mud onto the paved roadway construction areas. The contractor shall daily remove mud/soil from pavement, as may be required.

Contractor will construct temporary diversion berms and/or ditches as needed during construction to protect work areas from upslope runoff and/or to divert sediment laden water to appropriate traps or stable outlets.

2. SEED AND MULCH. This Work includes the final preparation of the ground, distribution of fertilizers, lime, mulch, and seed over the entire area disturbed by construction activities including the restoration of trenches, ditches, and other damaged areas. **Prior to commencing the soil disturbing activities, Contractor should have sufficient erosion control materials on site to protect at least one**

disturbed acre per mile of 6" or smaller pipe installation, or 1.5 disturbed acre per mile of larger diameter pipe.

The seed mixture shall be as specified below:

<u>MAY 1 TO AUGUST 31</u>	<u>LB/ACRE</u>
Kentucky 31 Fescue	100
Kobe Lespedeza	10
German Millet	25
<u>SEPTEMBER 1 TO APRIL 30</u>	<u>LB/ACRE</u>
Kentucky 31 Fescue	100
Sericea Lespedeza	15
Rye Grain	40

The following fertilizers shall be added to the soil as needed:

Ground Agricultural Limestone (fine)	2 tons/acre
10-20-20	500 lbs/acre

Mix fertilizer with soil to a depth of 4"-6" by disking or other approved method.

Mulch the entire area (well distributed, 80-85% coverage) with a dry straw (preferably wheat or oat) free of noxious weeds. Mulch shall be reasonably bright in color and shall not be musty, moldy, caked, decayed, or dusty. **All mulch must be tacked.** Tack mulch with emulsified asphalt at the rate of 0.10 gal/SY (10 gal/1000SF) or approved equal. Rye grain is an acceptable substitute for tacking of straw at 15 lb/acre to be seeded prior to mulch application from September 1 to November 1. **Rye grain for tacking is in addition to rye grain included in the mix in previous seed mixture language.** Jute (or other material) netting is an acceptable substitute for tacking of straw. Note that this netting is NOT a pay item and is included in the cost per linear foot of pipe the same as other tack.

3. RIPRAP FOR SLOPE PROTECTION. Riprap for slope protection shall be used at all stream crossings and shall be placed on

the stream embankments where shown. Riprap for slope protection shall be Class I weighing from 5 to 200 pounds of which 30% shall weigh a minimum of 60 pounds and no more than 10% shall weigh less than 15 pounds each. Riprap shall be hard angular weather resistant stone with a specific gravity of 2.5 or greater. Riprap shall be placed at a thickness of 1.5 times the maximum stone diameter and shall be embedded at the base of the slope in a keyway. A filter blanket of sand and gravel 6" thick shall be placed between the riprap stones and the soil.

4. DITCH PROTECTION.

Riprap

Riprap shall be used for ditch erosion and flow control on slopes of greater than 5%. The riprap shall be placed as shown on the Drawing "EC-4". This shall remain until the grass has a good root mat and then shall be removed when directed by the Engineer and seeded as above.

Rock Check Dams

Rock check dams shall be placed as indicated on the construction drawings. These shall be in place prior to trench installation in any area where water will flow from disturbed areas via the rock check dam location. Rock check dams may be temporarily removed and replaced immediately thereafter to facilitate pipeline installation. Riprap for rock check dams shall be 4 to 15-inch hard angular weather resistant stone, and upstream face of check dam should be six inches of #57 stone as a filter.

Excelsior Wattles

Excelsior wattles may be used for ditch erosion and flow control on slopes less than 2.5% in place of rock check dams. On slopes of 2% - 2.5% excelsior wattles shall have a maximum spacing of 75 feet and for slopes of less than 2% they shall have a maximum spacing of 100 feet. Excelsior wattles may also be used as inlet protection to roadway drainage culverts.

Wattles shall meet the following specifications:

100% Curled Wood (Excelsior) Fibers	
Minimum Diameter	12 in.
Minimum Density	2.5 lb/ft ³ +/- 10%
Net Material	Synthetic
Net Openings	1 in. x 1 in.
Net Configuration	Totally Encased
Minimum Weight	20 lb. +/- 10% per 10 ft. length

Anchors: Stakes shall be used as anchors.

Wooden Stakes:

Provide hardwood stakes a minimum of 2 feet long with a 2 in. x 2 in. nominal square cross section. One end of the stake must be sharpened or beveled to facilitate driving down into the underlying soil.

Provide staples made of 0.125" diameter new steel wire formed into a U shape not less than 12" in length with a throat of 1" in width.

Construction Methods:

Wattles shall be secured to the soil by wire staples approximately every 1 linear foot and at the end of each section of wattle. A minimum of 4 stakes shall be installed on the downstream side of the wattle with a maximum spacing of 2 linear feet along the wattle. Install a minimum of 2 stakes on the upstream side of the wattle. Stakes shall be driven into the ground a minimum of 10 inches with no more than 2 inches projecting from the top of the wattle.

Only install wattle(s) to a height in ditch so flow will not wash around wattle and scour ditch slopes. Overlap adjoining sections of wattles a minimum of 6 inches.

Installation of matting shall be straw/coconut fiber matting (North American Green SC150).

5. SILT FENCE. Silt fences shall be placed as indicated on the construction drawings. These shall be in place prior to trench

installation in any area where water will flow from disturbed areas to the silt fence location. Silt fences may be temporarily removed and replaced immediately thereafter to facilitate pipeline installation. Silt fence shall be placed between the top of the slope and the edge of the creek throughout the disturbed area. The silt fence shall extend five (5') feet into the undisturbed area to insure sediments are trapped as desired. Silt fences shall be placed so that the lower twelve (12") inches of fabric is placed below the surface of the ground. Posts shall be driven to a depth of twenty-four (24") inches and shall be spaced at six (6') foot intervals maximum. Sediment fence fabric must have a minimum of 85% filtering efficiency. Tensile strength of fabric at 20% maximum elongation is to be 30 lb/linear for standard strength fabric and 50 lb/linear inch for high strength fabric.

After ground cover has been established and approved by the Owner's representative, the silt fence shall be removed and the remaining disturbed areas seeded as above.

6. TEMPORARY SEDIMENT TRAPS. Install temporary sediment traps in bar ditches prior to stream crossings where the shoulder of the road has been disturbed by construction activity. These sediment traps shall be excavated to be a minimum of one (1') foot below the lowest level of the existing ditch. They should be two (2') feet wide and ten (10') feet long at the bottom of the trap with 2:1 sides. At the downstream end of the trap, a gravel filter dam shall be placed to the top of the ditch. This gravel dam shall be a minimum of one (1') foot at its top elevation when measured along the flow line of the ditch. After ground cover has been established and approved by the Owner's representative, the gravel shall be removed and the sediment trap filled, compacted, and seeded as above.
7. MAINTENANCE OF SEDIMENT CONTROL FACILITIES. The Contractor shall inspect the facilities periodically (minimum once per week) and after each rain. Sediment shall be removed from sediment traps and properly disposed of after the excavated area has filled to its original level. Sediment, mulch and debris shall be removed from above rip rap check dams and/or wattles and properly disposed of when sediment accumulation has reach 6" depth or 1/3 of capacity, whichever is less.

Silt fences shall be reconstructed as necessary by re-staking or replacement as needed.

All erosion control devices shall be properly maintained during all phases of construction until the completion of all construction activities and all disturbed areas have been stabilized. Additional control devices may be required during construction in order to control erosion and/or offsite sedimentation. All temporary control devices shall be removed once construction is complete and the site is stabilized.

8. GRASS MATTING/EROSION CONTROL BLANKETS. Grass matting or erosion control blankets may be required to adequately stabilize the ditches disturbed by construction of gas lines in ditch lines of over 2% slope. Contractor should plan to install grass matting or erosion control matting wherever the trench is less than 4" elevation higher than the parallel bottom of existing drainage ditch line. Should the above procedures, including seed and mulch, not stabilize the disturbed ditch line, the Contractor shall use a grass matting as directed by the Owner's representative or controlling authority. This matting shall be installed per manufacturer's instructions and shall be of sufficient length and width to eliminate erosion of the ditch line. A pre-seeded manufactured netting may be used if of sufficient shear strength for soil type, water flow, and slope. Submit product information to the Owner's representative for approval.

Some areas of the project may be steep enough to require the extra erosion protection offered by straw/coconut fiber matting (North American Green SC150). In addition, any disturbed area within 50' of a stream bed shall be protected by straw/coconut fiber matting (North American Green SC150). Blanket shall be installed using a minimum of three staples per yard with the water flow and three staples per yard across the flow. The number of square yards of North American Green SC150 listed in the Proposal are required to fulfill the specifications on the drawings. The Owner's representative may require additional matting installation during the project. Additional installation will be paid at the unit price in the contract proposal.

Contractor is responsible for insuring that erosion control

blanket and necessary staples/stakes are on site and ready for installation prior to soil disturbing activities.

9. CONSTRUCTION SEQUENCE. Trench filling and tamping shall keep up with trench opening operation. **Proper ground cover (seed, straw, mulch, tack, grass matting, filter blanket and riprap) shall be applied to trench and adjacent spoil area as soon as possible after trench opening or other ground disturbance.** Unless shorter time frames are specified on construction drawings, temporary or permanent ground cover must be in place and functional (i.e., properly tacked mulch, healthy growing vegetation, or erosion control mat properly stapled) within 7 calendar days following any ground disturbance. Provisions for permanent ground cover must be accomplished on exposed slopes within 7 calendar days; within 7 calendar days in sensitive watersheds; and in remaining areas within 7 calendar days. Disturbed areas left inactive between any phase of grading shall be temporary seeded within 5 working days or 7 calendar days, whichever is shorter. Both temporary and permanent seeding is to use permanent seed mixture listed above.

NORTH CAROLINA
WILSON COUNTY

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 20__ between CITY OF WILSON, NORTH CAROLINA, hereinafter called the Owner, party of the first part, and hereinafter called the Contractor, party of the second part.

WITNESSETH:

ITEM 1. That for and in consideration of the payment and agreements to be made and performed by the said party of the first part, and under penalty expressed in the bond bearing even date with these presents and herein annexed, the said party of the second part, at its (or his) own proper cost and expense, and with skill and diligence will do all the work and furnish all the materials and equipment and do all things necessary to complete NATURAL GAS SYSTEM IMPROVEMENTS for the City Of Wilson, North Carolina natural gas system as set out in the Specifications, Proposal, and General Conditions for the Contract, Drawings, and other documents attached.

ITEM 2. It is agreed and understood between the parties hereto that the Contractor will accept and the Owner will pay for the work at the unit price stipulated in the Proposal, and the payment shall be made at the time and in the manner set forth in the Specifications.

The total cost of items No. _____
is _____

These items refer directly to the Proposal and only such items of work as are listed above shall be performed and paid for under this contract.

ITEM 3. That the work is to be commenced not later than fifteen calendar days from the Notice to Proceed, and will be diligently prosecuted to completion. For each calendar day that any work (including final clean-up except when specifically excluded) shall remain uncompleted after the end of the period stipulated, the Contractor will be assessed \$750.00

per calendar day for penalties or liquidated damages as outlined in the General Conditions and Special Conditions sections of the specifications.

ITEM 4. That the Owner will require full release of all claims for materials or labor furnished for this work, prior to the final payment.

ITEM 5. That the Contractor shall deliver to the Owner at the time of signing this contract, a performance and payment bond, certificate of insurance covering the public liability and workmen's compensation insurance, saving Owner harmless from accidents of all kinds, all acceptable to the Owner.

ITEM 6. That the term "Materials" as used herein include, in addition to materials incorporated in the project, such materials as are used or are to be used in the operation thereof including equipment, and such other materials as may be used and/or consumed in the work.

ITEM 7. That the Contractor shall be responsible for all fees or claims for any patented invention used by him, whether it be in equipment, materials, or machinery, and shall defend any suit that may be brought against the Owner, and shall hold said Owner harmless for use or infringement of any patented thing or method used in connection with the work.

ITEM 8. Equal Opportunity Employer. The non-discrimination clause contained in Section 202 Executive Order 11246, as amended by Executive Order 11375, relative to Race, Color, Religion, Sex or National Origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day first above written in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed as an original agreement.

(SEAL)

CITY OF WILSON, NORTH CAROLINA
(Owner)

BY: _____ TITLE: _____

ATTEST: _____

(SEAL)

(Contractor)

BY: _____ TITLE: _____

ATTEST: _____

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned _____ as principal, and _____ a Corporation duly authorize to transact business in the State of _____, as surety, are held and firmly bound unto City of Wilson existing under the laws of the State of North Carolina and hereinafter called the Obligee, in the penal sum of _____ (\$ _____) Dollars, lawful money of the United States for the payment of which well and truly to be made, the said principal and the said surety do hereby bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally, by these presents, as follows:

The Condition of this obligation is such that; whereas

_____ by an instrument in writing attached hereto and bearing date of _____ has agreed with said Obligee to furnish all materials and equipment and do all work necessary and to furnish labor, materials, tools, and equipment to construct _____, as shown on Plans and specified thereby and in the

Specifications, Proposal, and other Contract Documents hereto attached.

NOW THEREFORE, if, said _____ shall well and truly in good, sufficient, and workmanlike manner and to the satisfaction of the Obligee perform and complete the work required, and shall defend, indemnify, and save harmless said Obligee against all damages, claims, demands, expense, and charge of every kind (including claims of patent infringement) arising out of injury or damage to persons or property by reason of said agreement and the work thereunder required of (It-Him) or arising from any act, omission, or neglect of said, his agents, servants, or employees with relation to said work; and shall pay all costs, charges, rentals, and expenses for labor, materials, supplies, and equipment, and deliver the said natural gas line improvements to the Obligee completed and ready for occupancy or operations, and free from all liens, encumbrances, or claims for labor, material, or otherwise; and shall pay, all other expenses lawfully chargeable to the Obligee by reason of any default or neglect of the said _____ in the relation of said agreement and said work then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said surety for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the contract, or the work or to the specifications.

PROVIDED FURTHER, that if the Contractor, or his, their, or its subcontractor or subcontractors fail to duly pay for any labor, material, team hire, sustenance, provisions, provender, or any other supplies or materials used or consumed by such Contractor or his, their or its subcontractors in performance of work contracted to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest as provided by law.

IN WITNESS WHEREOF: Said principal and surety have hereunto set their hands and seals at _____,
this _____ day of _____, A.D.,
20__.

(SEAL)

(CONTRACTOR)

(Address)

WITNESS:

(Name of Person Executing)

(SEAL)

(Title)

(Surety)

(Title)

(Address)

APPROVED AS TO FORM:

(Attorney for Owner)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we,
_____ as Principal; and as Surety, are
hereby held and firmly bound unto CITY OF WILSON, NORTH
CAROLINA, hereinafter called the Obligee, in the penal sum
of _____ Dollars
(\$ _____), lawful money of the United States of
America, for payment of which well and truly to be made, we
hereby jointly and severally bind ourselves, our heirs,
executors, administrators, successors, and assigns
SIGNED, SEALED, and dated this _____
day of _____, 20___. WHEREAS, the Principal is
herewith submitting a proposal for NATURAL GAS SYSTEM
IMPROVEMENTS and the Principal desires to file the Bid Bond
in lieu of accompanying his proposal with the cash deposit
as required in these Contract Documents.

NOW THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such
that if the Principal shall be awarded the contract for which
the bid is submitted and shall execute the contract and give
bond for the faithful performance thereof within ten days
after the award of the same to the Principal, then this

obligation shall be null and void, but if the Principal fails to so execute such contract and give performance bond as required elsewhere in these Contract Documents, 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 payments, 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.

(Seal if incorporated)

(Principal)

(Business Address)

BY:

(Witness)

(Signature of Company
Official)

(Relationship to Company)

(Seal if incorporated)

(Surety)

(Business Address)

BY:

(Signature of Company
Official)

(Relationship to Company)

INDEX

ATTACHMENTS

Map of Tapping Tees to be replaced see link below:

<http://gis.wilsonnc.org/portal/apps/webappviewer/index.html?id=9935d789513f41cd9315313188f38b66>