

ADVERTISEMENT FOR BIDDERS - Commodity

Sealed bids will be received by Brunswick Regional Water & Sewer H2GO, PO Box 2230, 516 Village Rd. NE, Leland, North Carolina 28451 until: **December 28, 2023, 2:00 pm EST.**

For the project known as: ***Malmo to Goodman Water Line Extension Materials***
BID Number 281223-01

Bids will be opened and read aloud at the Executive Director's Office, 516 Village Rd. NE, Leland, North Carolina 28451 at **2:00 pm EST.** Bids received after the designated time will not be considered. The OWNER of the project is Brunswick Regional Water & Sewer H2GO.

The approximate extent and character of the Commodity is generally described as follows:

The project is the material order for pipe, valves, hydrants, and fittings for a 25,000 linear foot, 12 inch water main extension from Malmo Loop Rd to Goodman Rd in Leland, Brunswick County.

Complete bidding documents are available for review and/or pick up at the Finance Department, Brunswick Regional Water & Sewer H2GO, 516 Village Rd. NE, Leland, North Carolina 28451. Bidding documents can also be found at this link: https://www.h2goonline.com/RFP_Bids. Bidders shall inform themselves concerning North Carolina laws and comply with same.

Each Bid must be accompanied by a Bid Bond with good and sufficient surety or sureties approved by the owner for faithful acceptance of the contract, payable to, in favor of, and for the protection of H2GO in an amount equivalent to five percent (5%) of the total amount payable by the terms of the contract or, in lieu thereof, in the form of a certified check, cashier's check, or cash in equal amount.

The Successful Bidder ~~(will)~~ (will not) be required to furnish payment bonds with the executed Agreement meeting the requirements of the Contract Documents and executed on the forms attached to the Agreement. The terms and time for payment are set forth in the Agreement.

All Bids will remain subject to acceptance for 30 days after the day of the Bid opening, but H2GO may, in its sole discretion, release any Bid and return the Bid security prior to that date.

Each bid must be submitted in a SEALED ENVELOPE, addressed to the OWNER. Each sealed envelope containing a Bid must be plainly marked on the outside as, **Material Bid for Malmo to Goodman Water Line Extension**. If the bid is forwarded by mail, the sealed envelope containing the Bid must be enclosed in a separate mailing envelope to the attention of H2GO at the PO Box address previously given.

H2GO is an Equal Opportunity Employer and does not discriminate. Small, minority, women's, and disadvantaged businesses are encouraged to submit bids. H2GO reserves the right to reject any or all Bids, to waive formalities and re-advertise.

Jennifer Goley, Procurement Analyst
Brunswick Regional Water & Sewer
H2GO
jgoley@H2GOonline.com

INSTRUCTIONS TO BIDDERS and GENERAL CONDITIONS

1. PREPARATION OF BIDS

A. Sealed bids shall include the following executed documents:

- 1) Bid Form (pages 15-19)
 - a. General Covenants – business name, address, phone, email address
 - b. Bid Offer – bid amount in written amount and numerical amount
 - c. Base Bid - unit prices, extended prices, and total bid price; voluntary discount
 - d. Bidder Obligations – confirm material delivery schedule; acknowledge addenda; confirm type of Bid Security
 - e. Bid Execution – date, sign, attest, and seal (if applicable)
- 2) Non-Collusion Affidavit (page 20)
- 3) Bid Security - Bid Bond, certified or cashier's check, as bid security not less than 5% of bid amount

B. Each bidder shall examine the drawings, specifications, schedules, and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.

C. Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. No corrections will be permitted once bids have been opened. An authorized agent of the company must sign bids.

D. Individuals, firms and businesses seeking an H2GO contract may not initiate or continue any verbal or written communications regarding a solicitation with any H2GO elected official, employee or other H2GO representative without permission between the date of the issuance of the solicitation and the date of the final contract award by the H2GO Board of Commissioners. Violations will be reviewed by the H2GO Procurement Analyst. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

E. Sample agreements (if pertinent) are attached, as are the affidavit(s) and affirmation. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful bidder(s) will be required to complete them prior to contract execution.

2. DELIVERY

A. H2GO will require material delivery per the following schedule:

February 2024 – 6,300 LF of 12" pipe; all hydrants, valves, fittings, ancillary materials
March 2024 – 10,000 LF of 12" pipe
April 2024 – 8,700 LF of 12" pipe

B. Each bidder shall confirm the schedule of delivery of materials as requested by H2GO.

3. EXPLANATION TO BIDDERS

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be requested five (5) working days prior to bid opening in order for a reply to reach all bidders before the close of bid. Any information given to a prospective bidder concerning an invitation for bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders. The written bid documents supersede any verbal or written communications between parties. Receipt of addendum should be acknowledged in the bid. Although the Finance Department will make an effort to send any addendum to known bidders, it is the bidder's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal. This may be accomplished via contact with the assigned Procurement Analyst prior to bid submittal.

4. SUBMISSION OF BIDS

A. Bids shall be enclosed in sealed envelopes, addressed to Brunswick Regional Water & Sewer H2GO with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Bids hand-delivered to H2GO shall be submitted to the H2GO front office for time stamp of receipt. Telegraphic/faxed and/or email bids will not be considered. Any addenda issued and received should be acknowledged on the Bid Form.

B. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by H2GO, at no expense to H2GO. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing.

C. Items offered must meet required specifications and must be of a quality which will adequately serve the use and purpose for which intended.

D. Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. Manufacturer's literature may be furnished.

E. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.

F. Unsigned bids will not be considered except in cases where a bid is enclosed with other documents, which have been signed. H2GO will determine this.

G. H2GO is NOT exempt from sales tax. Said taxes must be included in the bid.

H. Bids will be opened at the time and place indicated in the Advertisement for Bids and, unless obviously non-responsive, read aloud publicly. Base Bids and major alternates, if any, will be made available to Bidders and the public after the bid opening. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

5. BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED)

A five percent (5%) bid bond, ~~a one hundred percent (100%) performance bond, and a one~~

hundred percent (100%) payment bond shall be furnished to H2GO for any bid as required in this bid package or document. Failure to submit appropriate bonding may result in automatic rejection of bid.

6. VOLUNTARY DISCOUNTS

A. Time payment discounts will be considered in arriving at net prices and in award of bids.

B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination or from the date correct invoice is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the H2GO check.

7. SUBSTITUTIONS

Bidders offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their bid. The absence of such a substitution list shall indicate that the bidder has taken no exception to the specifications contained herein.

8. MODIFICATION AND WITHDRAWAL OF BID

A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Modifications shall indicate only the amount to be added to or deducted from the Bidder's Bid amount as submitted on the Bid Form. No Bid may be withdrawn after the Bid opening for a period of time as indicated in the Bid Form except in accordance with the provisions of NCGS 143-129.1. Bid withdrawal is not automatically granted and will be allowed solely at H2GO's discretion.

Bids will remain subject to acceptance for the period of time stated in the Bid form, but Owner may, at its sole discretion, release any Bid and return the Bid security prior to the end of this period.

9. REJECTION AND WITHDRAWAL OF BIDS

Failure to observe any of the instructions or conditions in this invitation to bid may constitute grounds for rejection of bid.

10. H2GO FURNISHED PROPERTY

No material, labor or facilities will be furnished by H2GO unless so provided in the invitation to bid.

11. TESTING AND INSPECTION

Since tests may require several days for completion, H2GO reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item which fails to meet the specifications shall be borne by the bidder.

12. F.O.B. POINT

Unless otherwise stated in the invitation to bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable

until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the vendor/contractor assumes transportation and related charges either by payment or allowance.

13. NON-COLLUSION

Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or materials, and that the bid is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each bidder. Collusion and fraud in bid preparation shall be reported to the State of North Carolina Attorney General and the United States Justice Department.

14. INELIGIBLE BIDDERS

H2GO may choose not to accept the bid of a bidder who is in default on the delivery of materials, payment of taxes, licenses or other monies due to H2GO. Failure to respond to three (3) consecutive times for any given material/service may result in removal from the supplier list under that material/service.

15. NON-DISCRIMINATION

Vendor/Contractor will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this contract because of race, creed, color, sex, age, disability or national origin. To the extent applicable, vendor/contractor will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this contract and may result, at H2GO'S option, in a termination or suspension of this contract in whole or in part.

16. AMERICANS WITH DISABILITIES ACT

All vendor/contractors for H2GO are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), H2GO provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees with disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for the reasonable accommodations required by individuals to fully participate in any open meeting, program, or activity of H2GO should be directed to Sara Meyer, Human Resources Director, 516 Village Rd. NE, Leland, North Carolina 28451.

17. MBE/WBE/DBE PARTICIPATION

H2GO desires that minority, women's, and disadvantaged business enterprises have the maximum opportunity to participate in the performance of this contract and will (a) promote affirmatively (where feasible) in accordance with North Carolina General Statute § 143-129, together with all other applicable laws, statutes and constitutional provisions the procurement of goods, services in connection with projects for minority owned business enterprises; (b) ensure that competitive and

equitable bidding opportunities are followed to afford minority business enterprises participation. Strive to obtain contract and subcontract awards to MBD/WBE/DBE business enterprises; (c) identify and communicate to the MBD/WBE/DBE business enterprises community procedures and contract requirements necessary for procurement of goods and services for projects and subcontracts; (d) provide technical assistance as needed; (e) promulgate and enforce contractual requirements that the vendor/contractor on all projects shall exercise all necessary and reasonable steps to ensure that MBD/WBE/DBE business enterprises participate in the work required in such construction contracts; (f) the vendor/contractor shall ensure that MBD/WBE/DBE business enterprises have the maximum opportunity to compete for and perform portions of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. The vendor/contractor shall include this special provision, Minority Business Enterprise (MBE), in all subcontracts for this contract. Failure on the part of the SUPPLIER to carry out the requirements set forth in this special provision may constitute a breach of contract and after proper notification may result in termination of the contract or other appropriate remedy. A minority business enterprise is defined as a business, with at least fifty-one (51%) percent owned and controlled by minority group members. The minority ownership must exercise actual day-to-day management. Minority group members may consist of Black Americans (an individual of the Black race of African origin), Hispanic Americans (an individual of a Spanish speaking culture and origin at parentage), Asian Americans (an individual of a culture, origin or parentage traceable to the areas of the Far East, Southeast Asia, the Indian subcontinent and the Pacific Islands), Indian Americans (an individual who is an enrolled member of a Federally recognized Indian tribe, or recognized by the tribe as being an Indian, as evidenced by a certification of a tribal leader), American Aleuts or any recognized minority group approved by H2GO. A Woman Business Enterprise is a business with at least fifty-one (51%) percent owned and controlled by women who exercise actual day-to-day management. A Disadvantaged Business Enterprise is a business with at least fifty-one (51%) percent owned and controlled by disadvantaged individual(s), must be a U.S. citizen (or resident alien), be a member of a socially and economically disadvantaged group, and exercise actual day-to-day management.

The vendor/contractor shall exercise all necessary and reasonable steps to ensure that MBD/WBE/DBE participate in the work required in this contract. The vendor/contractor agrees by executing this contract that he will exercise all necessary and reasonable steps to ensure that this special provision contained herein on MBD/WBE/DBE is in compliance.

18. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of H2GO documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

19. FINDINGS CONFIDENTIAL

All the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the vendor/contractor under this contract are the property of H2GO. The vendor/contractor agrees that any such documents shall not be made available to any individual or organization other than appropriate H2GO officials without prior written approval of H2GO. Nothing contained in this paragraph shall be construed to prevent the vendor/contractor from making

information, reports and documents available to those individuals or firms directly concerned with the project involved with prior written agreement of H2GO.

20. NO PUBLICITY

No advertising, sales promotion or other materials of the SUPPLIER or its agents or representations may identify or reference this Contract or H2GO in any manner absent the written consent of H2GO. Notwithstanding the forgoing, the parties agree that the SUPPLIER may list H2GO as a reference in responses to requests for proposals and may identify H2GO as a customer in presentations to potential customers.

21. PATENT INDEMNITY

The vendor/contractor guarantees to hold H2GO, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the vendor/contractor is not the patentee, assignee or licensee.

22. CONTRACT

Each bid is received with the understanding that the acceptance in writing by H2GO of the offer to furnish any or all the materials and/or services described therein shall constitute a contract between the bidder and H2GO which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. H2GO, on its part, may order from such vendor/contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered. The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the agreement.

Upon receipt of a bid package containing an H2GO "Sample Agreement" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that H2GO requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Agreement" in its entirety.

When the vendor/contractor has performed in accordance with the provisions of this agreement, H2GO shall pay to the vendor/contractor, within thirty (30) days of receipt of any payment request based upon materials delivered and/or work completed and/or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that H2GO fails to pay the vendor/contractor within sixty (60) days of receipt of a pay requested based upon materials delivered or service provided pursuant to the contract, H2GO shall pay the vendor/contractor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of pay requests. The vendor's/contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

23. AWARD

A. Award will be made to the lowest, responsive, and responsible bidder. The quality of the articles

to be supplied, their conformity with the specifications, their suitability to the requirements of H2GO, discounts, and the delivery terms will be taken into consideration in making the award. H2GO may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to H2GO all such information and data for this purpose as H2GO may request. If an Award of Contract has not been made within 30 days from the Bid opening date or within the extension mutually agreed upon, the vendor/contractor may withdraw the bid without further liability on the part of either party. H2GO reserves the right to reject any bid if the evidence submitted by, or investigation of such Bidder fails to satisfy H2GO that such Bidder is properly qualified to carry out the obligations of the contract.

B. H2GO reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.

C. H2GO reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder ~~or multiple bidders~~; or to award the whole bid, only part of the bid, or none of the bid to single ~~or multiple bidders~~, based on its sole discretion of its best interest.

24. INSURANCE

The successful vendor/contractor shall not commence work under this contract until all insurance described below has been obtained and such insurance has been approved by H2GO, nor shall the successful vendor/contractor allow any subvendor/subcontractor to commence work on his subcontract until all similar insurance required of the subvendor/subcontractor has been so obtained and approved by the successful vendor/contractor. The vendor/contractor shall maintain insurance coverage with insurance companies reasonably acceptable to H2GO and authorized to do business in North Carolina.

A. Commercial General Liability – (1) Vendor/Contractor shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000.00 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location, or the general aggregate shall be twice the required limit. (2) CGL insurance shall be written on Insurance Services Office (ISO) “occurrence” form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). (3) Brunswick Regional Water & Sewer H2GO, its officers, officials, agents, and employees are to be covered as additional insureds during and until completion of the work, under the CGL by endorsement CG 20 10 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the vendor/contractor; premises owned, leased or used by the vendor/contractor; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to H2GO, its officers, officials, agents, and employees. ~~Additional insured status for both ongoing and completed operations, in favor of Brunswick Regional Water & Sewer H2GO, its officers, officials, agents and employees, will be carried by subvendor/subcontractor performing installation.~~ (4) There shall be no endorsement or modification of the CGL or Umbrella Liability limiting the scope of coverage for liability arising from explosion, collapse, underground property damage, or damage to the named

insured's work, when those exposures exist. (5) The vendor's/contractor's Commercial General Liability insurance shall be primary as respects Brunswick Regional Water & Sewer H2GO, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by Brunswick Regional Water & Sewer H2GO, its officers, officials, and employees shall be excess of and not contribute with the vendor's/contractor's insurance. (6) The insurer shall agree to waive all rights of subrogation against Brunswick Regional Water & Sewer H2GO, its officers, officials, agents and employees for losses arising from work performed by the vendor/contractor for Brunswick Regional Water & Sewer H2GO.

B. Workers' Compensation and Employer's Liability – (1) Vendor/Contractor shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance. (2) The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit. (3) The insurer shall agree to waive all rights of subrogation against Brunswick Regional Water & Sewer H2GO, its officers, officials, and employees for losses arising from work performed by the vendor/contractor for Brunswick Regional Water & Sewer H2GO.

C. Business Auto Liability – (1) Vendor/Contractor shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident. (2) Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos. (3) Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01. (4) Pollution liability coverage equivalent to that provided under the ISO pollution liability- broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached when those exposures exist. (5) Vendor/Contractor waives all rights against Brunswick Regional Water & Sewer H2GO, its officers, officials, agents and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by vendor/contractor pursuant to Section 11.C.1 of this agreement. (6) The vendor's/contractor's Business Auto Liability insurance shall be primary as respects Brunswick Regional Water & Sewer H2GO, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by Brunswick Regional Water & Sewer H2GO, its officers, officials, and employees shall be excess of and not contribute with the vendor's/contractor's insurance.

D. Deductibles and Self-Insured Retentions – The vendor/contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not Brunswick Regional Water & Sewer H2GO is named as additional insured under the policy.

E. Miscellaneous Insurance Provisions – The policies are to contain, or be endorsed to contain, the following provisions: (1) Each insurance policy required by this contract shall be endorsed to state that coverage shall not canceled by either party except after 30 days prior written notice has been given to Brunswick Regional Water & Sewer H2GO, P.O. Box 2230, Leland, NC 28451. (2) If vendor's/contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability

coverage.

F. Acceptability of Insurers – Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best’s rating of no less than A VII unless specific approval has been granted by Brunswick Regional Water & Sewer H2GO.

G. Evidence of Insurance – (1) The vendor/contractor shall furnish Brunswick Regional Water & Sewer H2GO with a certificate(s) insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete. (2) Evidence of additional insured status shall be noted on the certificate of insurance. (3) With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to Brunswick Regional Water & Sewer H2GO with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

H. Subvendors/Subcontractors – Vendor/Contractors shall include all subvendors/subcontractors as insureds under its policies or shall furnish separate certificates for each subvendor/subcontractor. All coverage for subvendor/subcontractors shall be subject to all the requirements stated herein. Commercial General Liability coverage shall include independent vendor’s/contractor’s coverage, and the vendor/contractor shall be responsible for assuring that all subvendors/subcontractors are properly insured.

- I. Conditions – (1) The insurance required for this contract must be on forms acceptable to Brunswick Regional Water & Sewer H2GO. (2) The vendor/contractor shall provide that the insurance contributing to satisfaction of insurance requirements in shall not be canceled, terminated or modified by the vendor/contractor without prior written approval of Brunswick Regional Water & Sewer H2GO. (3) The vendor/contractor shall promptly notify the H2GO Safety & Risk Manager of any accidents arising in the course of operations under the contract causing bodily injury or property damage. (4) Failure of Brunswick Regional Water & Sewer H2GO to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of Brunswick Regional Water & Sewer H2GO to identify a deficiency from evidence that is provided shall not be construed as a waiver of vendor’s/contractor’s obligation to maintain such insurance. (5) By requiring insurance herein, Brunswick Regional Water & Sewer H2GO does not represent that coverage and limits will necessarily be adequate to protect the vendor/contractor and such coverage and limits shall not be deemed as a limitation of vendor’s/contractor’s liability under the indemnities granted to Brunswick Regional Water & Sewer H2GO in this contract. (6) H2GO shall have the right, but not the obligation of prohibiting vendor/contractor or any subcontractor from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by H2GO.

25. WAIVER OF SUBROGATION

Vendor hereby agrees to waive subrogation which any insurer of vendor/contractor may acquire from vendor/contractor by virtue of the payment of any loss. Vendor agrees to obtain any

endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the vendor/contractor, its employees, agents, and subvendors/subcontractors.

26. INDEMNIFICATION

The successful vendor/contractor will indemnify and hold harmless H2GO and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the delivery of materials or performance of the services, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the successful vendor/contractor and anyone directly or indirectly employed by him or anyone for whose acts any of them may be liable. In any and all claims against H2GO or any of their agents or employees, by any employee of the successful vendor/contractor, directly or indirectly employed by him, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the successful vendor/contractor or under the Worker's Compensation Acts, Disability Benefits Acts or other employee benefits acts.

27. CHANGES IN CONTRACT/SERVICE

H2GO may at any time, as the need arises, order changes within the scope of the services without invalidating the Contract Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for delivery of materials or performance of the services, an equitable adjustment shall be negotiated culminated by the issuance of a Contract Amendment. H2GO may at any time, by issuing a Contract Amendment, make changes in the details of the materials or services. The vendor/contractor shall proceed with the performance of any changes in materials or services so ordered by H2GO unless the vendor/contractor believes that such order entitles him to a change in the fee or time or both, in which event he shall give H2GO written notice thereof within fifteen (15) days after the receipt of the Contract Amendment, and the vendor/contractor shall not execute such amendments pending the receipt of an executed Notice to Proceed instruction from H2GO.

H2GO may, when changes are minor or when changes would result in relatively small changes in the Fee or Contract Time, elect to postpone the issuance of a Contract Amendment until such time that a single amendment of substantial importance can be issued incorporating several changes. In such cases, H2GO shall indicate this intent in a written notice to the vendor/contractor.

28. CHANGES IN CONTRACT PRICE

The contract price shall be changed only by a mutual agreement, in writing, by the vendor/contractor and H2GO. ~~The price may be reviewed annually (if renewal applicable) for adjustment to local labor rate. The vendor/contractor may document expenses such as fuel, waste disposal, government regulations or administrative costs for the prior year and present them to H2GO at the renewal period for adjustment consideration. The annual adjustment shall not exceed four (4%) percent.~~ The Vendor/contractor shall, when required by H2GO, furnish to H2GO the method and justification used in computing the change in contract price as related to the materials or services ordered.

29. CONTRACT TERM

The (Delivery Schedule) (~~Contract Period~~) shall be changed only by a Contract Amendment. Changes in the materials or services described above and any other claim made by the vendor/contractor for a change in the (Delivery Schedule) (~~Contract Period~~) shall be evaluated by H2GO and if the conditions warrant, an appropriate adjustment of the (Delivery Schedule) (~~Contract Period~~) will be made.

30. FORCE MAJEURE

Neither H2GO nor vendor/contractor shall be held responsible for delay or default caused by fire, riot, acts of God, war, or any other cause which is beyond the party's reasonable control. Vendor/Contractor shall, however, make all reasonable efforts to prevent, remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. H2GO may terminate this Contract upon written notice after reasonably determining that such delay or default will likely prevent successful performance of this Contract.

31. DELIVERY FAILURES

Failure of a vendor/contractor to deliver within the time specified or within reasonable time as interpreted by the Procurement Analyst, or failure to make replacement of rejected materials/services when so requested, immediately or as directed by the Procurement Analyst, shall constitute authority for the Procurement Analyst to purchase in the open market materials/services of comparable grade to replace the materials/services rejected or not delivered. On all such purchases, the vendor/contractor shall reimburse H2GO within a reasonable time specified by the Procurement Analyst for any expense incurred in excess of contract prices, or H2GO shall have the right to deduct such amount from monies owed the defaulting vendor/contractor. Alternatively, H2GO may penalize the vendor/contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, H2GO reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Procurement Analyst.

32. H2GO NOT LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES

H2GO shall not be liable to the vendor/contractor, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of H2GO, or any other consequential, indirect or special damages or lost profits related to this Contract.

33. DEFAULT

The contract may be canceled or annulled by the Procurement Analyst in whole or in part by written notice of default to the vendor/contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting vendor/contractor (or his surety) shall be liable to H2GO for costs to H2GO in excess of the defaulted contract prices; provided, however, that the vendor/contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the vendor/contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Procurement Analyst, shall constitute contract default.

34. DISPUTES

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Procurement Analyst, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the vendor/contractor. The decision of the procurement agent shall be final and binding; however, the vendor/contractor shall have the right to appeal said decision to a court of competent jurisdiction.

35. VENDOR'S/CONTRACTOR'S CLAIM

No claim for additional or other compensation beyond the contract price shall be allowable unless the vendor/contractor makes and continuously maintains written demand therefore within thirty (30) days of the occurrence of any event which gives rise to such claim.

36. INTERPRETATION/GOVERNING LAW

All the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina without regard to any conflicts of law principles and subject to the exclusive jurisdiction of federal or state courts within the State of North Carolina. The successful vendor/contractor shall keep himself fully informed of all laws, ordinances, and regulations of the Federal, State, H2GO and other local governments or authorities in any manner affecting those engaged or employed in providing these materials or services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard. The place of this Agreement, its situs and forum, shall be Leland, Brunswick County, North Carolina, and in said County and State shall all matters, whether sounding in contract or tort relating to the validity, construction, interpretation or enforcement of this Agreement be determined. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, local ordinance, regulation, order or decree, he/she shall herewith report the same in writing to H2GO.

37. OTHER LAWS AND REGULATIONS

Vendor/Contractor will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances including those regarding toxic, hazardous and solid wastes and any pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. Vendor/Contractor will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environmental Quality, Health Departments, and any other federal, state or local agency having jurisdiction, to ensure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder. Vendor/Contractor specifically acknowledges and agrees that vendor/contractor, and any subvendors/subcontractors it uses, has complied with and shall continue to comply with the provisions of the federal E-Verify program in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. Vendor/Contractor shall maintain adequate safeguards with respect to

sensitive customer information in conformance with and pursuant to 16 C.F.R. § 681.1 and in accordance with N.C.G.S. § 132-1.10 and § 75-65.

Legal Reference – In these Contract Documents, use of the masculine includes feminine and neuter, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of the contract.

38. SAVING CLAUSE

If any section, subsection, paragraph, sentence, clause, phrase or portion of this contract is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

39. ASSIGNMENT

H2GO requires that the materials/services of this Contract be provided/performed by a single vendor/contractor. If for some reason during the course of the Contract it becomes necessary for the vendor/contractor to subcontract any services, this sub-contracting shall be done only with approval of H2GO, which shall have final approval of any subvendor/subcontractor and the scope of services assigned to said subvendor/subcontractor. This contract shall be binding upon the heirs, successors, assigns, agents, officials, employees, independent contractors, and subcontractors of the parties. If for some reason during the course of the Contract it becomes necessary for the vendor/contractor to transfer assignment, this shall be done only with the approval of H2GO, which shall have final approval of any vendor/contractor and the scope of materials ordered or services assigned.

40. IMMUNITY NOT WAIVED

This contract is governmental in nature for the benefit of the public and is not intended to be for private profit or gain. Any fees charged hereunder are intended to reflect as closely as possible H2GO'S actual cost and neither party intends to waive its sovereign immunity by reason of this contract.

41. NON-APPROPRIATIONS CLAUSE

In the event no H2GO funds or insufficient H2GO funds are appropriated or otherwise available by any means whatsoever in any fiscal year for any payment due under this Agreement, then H2GO will immediately notify SUPPLIER of such occurrence and this Agreement shall create no further obligation of H2GO as to such fiscal year and shall be null and void, except as to the portions of payments for which funds shall have been appropriated and budgeted. In such event, this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to H2GO of any kind whatsoever.

42. PUBLIC RECORDS

Vendor/Contractor acknowledges that H2GO is a public entity, subject to North Carolina's public records laws (N.C.G.S. § 132) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process. If vendor/contractor believes documents related to the Agreement contain trade secrets or other proprietary data, vendor/contractor must notify H2GO and include with the

notification a statement that explains and supports vendor's/contractor's claim. Vendor/Contractor also must specifically identify the trade secrets or other proprietary data that SUPPLIER believes should remain confidential.

In the event H2GO determines it is legally required to disclose pursuant to law any documents or information vendor/contractor deems confidential trade secrets or proprietary data, H2GO, to the extent possible, will provide vendor/contractor with prompt written notice by certified mail, fax, email, or other method that tracks delivery status of the requirement to disclose the information so vendor/contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for vendor/contractor to seek court ordered protection or other legal remedies as deemed appropriate by vendor/contractor. If vendor/contractor does not obtain such court ordered protection by the expiration of said time period, H2GO may release the information without further notice to vendor/contractor.

43. NOTICE AND SERVICE THEREOF

All Notices, demands, requests, instructions, approvals, and claims shall be in writing to the H2GO Procurement Analyst located at 516 Village Rd. NE, Leland, North Carolina 28451.

44. H2GO CONTACTS

Procurement Analyst Jennifer Goley shall act as H2GO's Representative during the execution of any subsequent contract and related amendments. She will evaluate any contract disputes in a fair and unbiased manner. The decisions of the Procurement Analyst shall be final and conclusive and binding upon all parties to the Contract. Any advertisement, material specifications, or contractual questions arising during the pre-bid period or during the contract period(s) are to be addressed to the Procurement Analyst and/or Project Manager at the address/contact information below:

Procurement Analyst:

Jennifer Goley, Purchasing Analyst
H2GO Finance Department
516 Village Rd. NE
Leland, North Carolina 28451
910-371-9949, ext. 1018
jgoley@H2GOonline.com

Project Manager:

Jared Glick, Capital Improvements Manager
H2GO Engineering Department
516 Village Rd. NE
Leland, North Carolina 28451
910-371-9949, ext. 1015
jglick@H2GOonline.com

45. NO PRESUMPTION

None of the Parties shall be considered the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might

cause any provision to be construed against the drafter hereof. This Agreement was drafted with substantial input by all parties and their counsel, and no reliance was placed on any representations other than those contained herein.

46. COUNTERPARTS

This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

47. AUTHORITY TO ACT

Each of the persons executing this Agreement on behalf of SUPPLIER does hereby covenant, warrant

and represent that the SUPPLIER is a duly organized and validly existing legal entity authorized to transact business within the State of North Carolina, that the SUPPLIER has full right and authority to enter into this Agreement, and that each and all persons signing on behalf of the SUPPLIER were authorized to do so.

(End of Instructions to Bidders and General Conditions)

BID FORM

Material Bid for Malmo to Goodman Water Line Extension

Bid Number 281223-01

Failure to furnish all requested data will be cause for considering Bidder non-responsive and may render this Bid invalid on that basis.

1. GENERAL COVENANTS

Bid From (hereinafter referred to as "Bidder")

Legal Business Name: _____

Business Address: _____

Address for formal Notices: _____

Business Phone: _____

Email: _____

Bid To (hereinafter referred to as "Owner")

Brunswick Regional Water & Sewer H2GO

516 Village Rd. NE

PO Box 2230

Leland, NC 28451

2. BID OFFER

A. **Bid Amount:** Having examined the Instructions to Bidders and General Conditions, material specifications, and sample agreement included herein or by reference, the Bidder hereby offers to enter into a Contract to supply the Malmo to Goodman Water Line Extension materials for the Lump Sum of:

Dollars (Written Amount)

\$_____
(Numerical Amount)

3. BASE BID AMOUNT

Material Bid for Malmo to Goodman Water Line Extension

Item #	Item Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	6" MJ Gate Valve	Each	27		
2	8" MJ Gate Valve	Each	1		
3	12" MJ 45 Fittings	Each	6		
4	12" MJ Sleeves	Each	4		
5	12" Bell Restraint Full Kits	Each	5		
6	5.5' bury-depth, 6" hydrant w/Storz connection	Each	13		
7	12" C-900 (BLUE)	Linear Feet	25,000		
8	0.140 Blue Tracer Wire	Linear Feet	26,000		
9	3" Water Line Dectector Tape	Linear Feet	26,000		
10	Cast Adjustable Valve Boxes (standard)	Each	35		
11	Valve Box Concrete Collars (standard)	Each	35		
12	12" Mega Lug Restraints (C-900)	Each	88		
13	12" Bolt Packs Less Gland (C-900)	Each	88		
14	12"x8" MJ Tee	Each	1		
15	12"x6" MJ Tee	Each	14		
16	6" Mega Lugs w/kits	Each	55		
17	8" Mega Lugs w/kits	Each	5		
18	6" C-900 (BLUE)	Linear Feet	40		
19	8" C-900 (BLUE)	Linear Feet	40		
20	12" MJ 11.25 Fittings	Each	4		
21	12" MJ 22.5 Fittings	Each	8		
22	12"x2" C-900 typ. Saddle	Each	1		
23	2" Corp.	Each	1		
24	80# Concrete	Pallet	1		
25	8"x2" MJ Plug	Each	1		
26	6"x2" MJ Plug	Each	1		
27	12" MJ Valves	Each	7		
28	6" Ductile Iron Pipe (DIP)	Linear Feet	200		
29	Owner Preference - Overage Allowance	Lump Sum	1	\$10,000	\$10,000
Total					\$

Bidders must bid on all lines contained within each group. All prices must be FOB Destination. When ordered, material is to be drop shipped, per the material delivery schedule, to the project site between Malmo Loop Rd and Goodman Rd in Brunswick County as directed by H2GO

Voluntary Time Payment Discount Offered: _____

4. BIDDER OBLIGATIONS

By submitting this Bid for consideration, Bidder testifies to the following:

- A. The undersigned, in compliance with the “Advertisement For Bidders”, accepting all terms and conditions of the “Instructions to Bidders and General Conditions” including without limitation those dealing with the disposition of the Bid Security, proposes and agrees, if awarded the Contract, to enter into an Agreement with the Owner in the form of “Sample Agreement” included herein, to furnish all materials indicated in this Bid, and to deliver said materials within the specified schedule, in full and complete accordance with the noted, described and reasonably intended requirements of these Contract Documents, to the full and entire satisfaction of the Owner, for the amount contained in this Bid.
- B. This Bid will remain open for **Thirty (30)** days from the day after the bid opening. If awarded a contract, Bidder will execute the Agreement and submit the other documents required by these Contract Documents within 10 days after the date indicated in Owner’s Notice of Award.
- C. In submitting this bid, Bidder represents that:
 - 1) Bidder has become thoroughly familiar with the terms and conditions of these Contract Documents accepting the same as sufficient to indicate and convey understanding of all the conditions and requirements under the proposed Contract.
 - 2) Bidder has examined the site and locality where the material is to be delivered, the legal requirements (state and local laws, ordinances, rules and regulations) and the conditions affecting cost to supply material and made such independent investigations as Bidder deems necessary.
 - 3) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
 - 4) That no member of H2GO or other officers or employees of said Owner is interested directly or indirectly in the Bid or in any portion of the Bid nor in the proposed Contract or any part of the proposed Contract which may be awarded the undersigned on the basis of such Bid.
 - 5) It is a condition of this Bid and any subsequent contract entered into pursuant to this Bid, and it shall be made a condition of each subcontract entered into pursuant to the prime contract that the vendor/contractor and any subvendor/subcontractor shall not

require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsatisfactory, hazardous, or dangerous to his health or safety, as determined under Safety and Health Regulations for Construction, Title 29, CFR, Part 1926, promulgated by the U.S. Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act; as amended 2009; that it is a further condition of this Bid that he shall be solely responsible for the enforcement of such Construction and Health Standards, and that he definitely understands that the Owner and his authorized representatives will not assume any liability resulting from his failure to police and enforce all such standards.

D. Delivery Schedule

- 1) Bidder agrees and confirms he will deliver material with an adequate force and equipment as stated in these Contract Documents.

February 2024 – 6,300 LF of 12" pipe; all hydrants, valves, fittings, ancillary materials

March 2024 – 10,000 LF of 12" pipe

April 2024 – 8,700 LF of 12" pipe

☐ Confirm Material Delivery Schedule

E. Addenda

☐ No Addenda have been received

☐ Addenda 1 through _____ have been received. (Insert # in space)

F. Bid Security

☐ Bid Bond of not less than 5% of base bid

☐ Certified or Cashier's Check as Bid Security of not less than 5% of base bid

5. BIDDER AGREES THAT:

- A. In case of failure on his part to execute the said Contract and Performance Bonds within 10 days after the date indicated in the "Notice of Award", the bid bond, or certified check, or cashier's check accompanying this Bid, and the money payable thereon, shall be paid to the Owner as liquidated damages for such failure; otherwise the bid bond or certified check or cashier's check accompanying this Bid shall be returned to the undersigned.

6. TERMS

- A. The terms used in this Bid that are defined in the General Provisions of the Contract included as a part of the Contract Documents have the meanings assigned to them in the Contract Conditions and General Requirements.

7. BID EXECUTION

Signed this _____ day of December 2023.

Name of Corporation, Partnership, Individual

State of Incorporation

By: _____
Signature of Officer, Partner, Individual

Attest

Typed or Written Name of Signatory

Name of Signatory Witness

(SEAL)

Seal required if Bidder is a Corporation.

(This Space Intentionally Left Blank)

(End of BID FORM)

NON-COLLUSION AFFIDAVIT

Bid Number 281223-01

State of North Carolina

County of _____

_____, being first duly sworn, deposes and says that:

1. He/She is the _____ (title) of _____ (firm's name), the responder that has submitted the attached response;
2. He/She is fully informed respecting the preparation and contents of the attached response and of all pertinent circumstances respecting such response;
3. Such response is genuine and is not a collusive or sham response;
4. Neither the said responder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder firm or Person to submit a collusive or sham response in connection with the contract for which the attached response has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other responder, firm or person to fix the price or prices in the attached response, if applicable, or of any other responders, or to fix any overhead, profit or cost element of the response price of the responder, if applicable, of any other responder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against Brunswick Regional Water & Sewer H2GO or any person interested in the proposed contract.

Signature: _____

Title: _____

Date: _____

NOTARY

Subscribed and sworn to before me, this _____ day of _____, 2023.

Notary Public: _____

(NOTARY SEAL)

My Commission Expires: _____

SAMPLE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2024, by and between Brunswick Regional Water & Sewer H2GO hereinafter called "**OWNER,**" and _____, a Company doing business as an individual, a partnership, or a corporation in the city of _____, and State of _____, hereinafter called "**Vendor/Contractor**".

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the **OWNER**, the **Vendor/Contractor** hereby agrees to provide materials described as follows:

Material Bid for Malmo to Goodman Water Line Extension

Bid No. 281223-01

hereinafter called the "Commodity," for the Unit Price amounts quoted on the Bid Proposal Unit Price form of the bid documents, under the terms as stated in the Instructions to Bidders and General Conditions of the Contract, and at his/her/its/their own proper cost and expense to furnish all materials, supplies, and services necessary to provide said Commodity, in accordance with the conditions and prices stated in the bid proposal, the Instructions to Bidders and General Conditions, and Material Specifications, which include all explanatory matter thereof, as prepared by OWNER, all of which are made a part hereof and collectively constitute the Contract Documents.

The **Vendor/Contractor** further proposes and agrees hereby to promptly provide the Commodity with adequate force and equipment as ordered during the term of the Contract.

The **OWNER** agrees to pay the **Vendor/Contractor** in current funds for the provision of Commodity subject to additions and deductions as provided in the Contract Documents, and to make payments on account thereof as provided in the Contract Documents.

IN WITNESS WHEREOF, the parties to those present have executed this Contract in three (3) counterparts, each of which shall be deemed an original.

Executed this _____ day of _____ 2024.

OWNER: Brunswick Regional Water & Sewer H2GO

Bob Walker, Executive Director

Date

Finance Officer's Certification Statement

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

Ken Brown, Finance Officer

Date

Amount: \$ _____

Purchase Order #: _____

H2GO Federal Tax ID: 56-1440380

SAMPLE AGREEMENT

Bid No. 281223-01

Page 2 of 2

VENDOR/CONTRACTOR

Name of Corporation, Partnership, Individual

State of Incorporation

By: _____
Signature of Officer, Partner, Individual

Attest

Typed or Written Name of Signatory

Name of Signatory Witness

(SEAL)

Approved as to Form By: _____
H2GO Attorney

(This Space Intentionally Left Blank)

(End of Sample Agreement)

MATERIAL SPECIFICATIONS

WATER MAINS

Distribution system piping shall be ductile iron (DIP), polyvinyl chloride (PVC) plastic, or polyethylene (PE) pipe. All water system piping sixteen (16) inches in diameter and larger shall be ductile iron pipe. All water system piping less than sixteen (16) inches in diameter shall be PVC plastic (conforming to AWWA C900) (DR-18) or ductile iron or polyethylene pipe.

Ductile iron pipe (DIP) shall be cement-mortar lined and enamel lined ductile iron pipe, in accordance with AWWA C104. Joints shall be push-on or mechanical joint type conforming to AWWA C111 and ANSI A21.11, latest edition. Fittings shall be cast or ductile iron conforming to ANSI A21.10. Ductile Iron Pipe shall be designed and manufactured in accordance with AWWA C150 and C151 (thickness class 50) for a laying condition Type 2 and a working pressure as follows:

Diameter	Pressure
3"-12"	350 psi
14"-20"	250 psi
24"	200 psi
30"-54"	150 psi

Polyvinyl chloride (PVC) pipe shall be two hundred (200) psi PVC pipe conforming to ASTM D2241 or AWWA C900, NSF approved. Pipe material shall be PVC 1120. Joints shall be rubber ring type conforming to ASTM D3139. Bells shall be formed integrally with the pipe or may be made using cylindrical PVC couplings with two rubber rings. Fittings shall be molded PVC with joints similar to the pipe. Fabricated fittings using solvent welded joints will not be acceptable. Fittings may be ductile iron specially designed for use with PVC pipe.

Polyethylene (PE) pipe shall be high density polyethylene pipe conforming to AWWA C906. Pipe material shall be PE 4710. Joints shall be heat fused. Pipe shall be two hundred and fifty-two (252) psi, SDR-9.

VALVES AND APPURTENANCES

GATE VALVES (GV): Valves shall be designed for operation at working water pressure not less than two hundred (200) psi for three (3) through twelve (12) inch size and one hundred and fifty (150) psi for sixteen (16) inch. All materials and parts shall meet the requirements of "Resilient Seated Gate Valves for Water Supply Service", AWWA C509. Valves shall be made to open to the left and shall have a two (2) inch square head nut upon the end of the stem with the direction arrow clearly and plainly cast thereon. They shall generally be type known as a Resilient Seat Gate Valves. The materials strength shall be not less than that required by the specifications of AWWA. In every case, they shall be factory tested to three hundred (300) psi, in such manner as to assure tight fitting gates and shall be so certified by their manufacturer. Valve ends shall be constructed for use with mechanical joints or push on joints. Gate valves, up to and including twelve (12) inches, shall be installed in a vertical

position. Gate valves sixteen (16) inches and larger shall be approved by BRWS H2GO or by BRWS H2GO's engineer prior to installation. They may be installed horizontally and equipped with bevel gears, grease case, rollers, tracks scrapers, and a bypass located on the side of the body (fully revolving disc valves shall not require rollers), or vertically and be equipped with spur gears enclosed in a grease case and with a bypass located on the side of the body. In either case, the roller and scraper operators shall be installed in a manhole. Valves shall be Mueller, Clow, or American Darling.

BUTTERFLY VALVES (BFV): Butterfly valves shall be installed in water lines sixteen (16) inches or larger. Butterfly valves shall meet the requirements of AWWA C504 with mechanical joints and two (2) inch open left operating nut. All valves twenty-four (24) inches and larger shall be installed in a manhole. Butterfly valves shall be designed for a working pressure of 250 psi and tested to a hydrostatic pressure equivalent to twice the rated pressure.

AIR RELEASE VALVES: Air release valves shall be installed at all crest locations wherein an elevation change of ten (10) feet or greater is incurred and at other locations as directed by the Engineer or BRWS H2GO. The water main shall be installed at a grade that will allow air to migrate to a high point where the air can be released through an air release valve. A minimum pipe slope of one (1) foot in five hundred (500) feet should be maintained. Automatic air valves shall be infinitely variable automatic air valves designed to allow escape of air for an operating range starting from pressure range: 0 through 250 psi (0-17.2 bar), close watertight when liquid enters the valve even when the fluid is rising without pressure (no minimum operating pressure required) and soft working behavior as water hammer inhibition realized by roll-on diaphragm and spring mechanism. When the sealing device of the valve is closed an air cushion is trapped between the fluid and sealing area, a mud deflector made of PE allows no contact between fluid and sealing area. The valve body shall be epoxy coated steel. The spindle spring shall be stainless steel grade 316Ti, designed to facilitate disassembly for cleaning and maintenance. The float shall be Delrin (Polyoximethylene, POM); the valve seat and all working parts shall be of corrosion-resistant materials. Valves shall be equipped with the necessary attachments, including ball valve, to permit back flushing after installation without dismantling the valve. Valves shall meet or exceed the requirements of AWWA C512. Air valves shall be manufactured by Hawle or an approved equal. All air valves shall be located inside an approved polymer concrete box as shown in the details. Drainage from the polymer concrete box shall not connect directly to any storm drain or sanitary sewer. Air valves shall not be located in flood prone areas or in areas where the drainage pipe cannot daylight to a slope.

CHECK VALVES (CV):

Single-Check. Spring-checks only, no swing checks allowed.

Double-Check.

PRESSURE REDUCING VALVES (PRV) AND PRESSURE SUSTAINING VALVES (PSV): Pressure reducing and/or sustaining stations shall be installed when directed by BRWS H2GO to connect to high and low pressure systems. The pressure reducing valve shall allow enough flow from the high side to maintain a specified pressure on the low side and will not reduce

the high side below a certain amount. This type of valve will be a piston type globe pressure sustaining/pressure reducing valve.

VALVE BOXES: Valve boxes shall be gray cast iron conforming to ASTM A48-48, Class 30, with twelve (12) inch top section (screw or telescopic) and bottom section length as required for valve bury. Box shall have a five (5) inch opening with "Water" stamped on the cover. Concrete collar two (2) foot x two (2) foot square or two and one-half (2.5) foot diameter round shall be poured flush with the cover having minimum thickness of six (6) inches as shown in the detail. A prefabricated, round "slip" form may be used only outside of traffic bearing areas (i.e., back side of ditches, etc.).

VALVE MARKERS: Valve markers shall be used and shall be constructed of fiberglass (blue) marked with letters, either MV (main valve), AV (air release valve), or BO (blow off) and shall specify a telephone number to contact to report problems or to request water main locates. Valve markers shall be required only for valves on transmission mains or as otherwise designated by BRWS H2GO.

HYDRANTS

Hydrants shall be the Traffic Type, Dry Barrel, conforming to AWWA Standard C502, latest revision, and shall have a barrel size of 4.5 inches or 5.25 inches as directed by BRWS H2GO, two – two and one-half (2.5) inch hose nozzles and four and one-half (4.5) inch pumper connection with National Standard threads. All new hydrants shall have an integral Storz connection. Hydrant shall have a breakable barrel and operating stem with barrel length for three (3) foot main cover and shall be equipped with six (6) inch bottom hub and with strapping lugs and one and one-half (1.5) inch solid operation nut and "O" ring seals. Main valve seat shall have bronze to bronze threads into the hydrant shoe. Hydrant shall be grease lubricated with a thrust bearing to reduce operating torque or may be oil lubricated. Hydrants shall be left open and be rated at one hundred and fifty (150) psi working pressure and three hundred (300) psi test pressure. Hydrants shall be shop painted chrome red Tnemec paint or approved equal. Hydrant shall be dry bonnet type and be provided with not less than two (2) drain outlets for draining when the valve is closed. Manufacturer shall furnish complete literature with detailed shop drawings of hydrant showing materials, construction and assembly and operating characteristics. This shall include friction loss characteristics for varying flows through the pumper and both hose connections by an approved National Underwriter's Laboratory. All fire hydrant legs shall be constructed with ductile iron pipe from the water main to the fire hydrant. Hydrants shall be Mueller "Centurion", American Darling (MK-73-5), Clow, or approved equal.

PIPE FITTINGS

Pipe fittings shall be cast or ductile iron designed and manufactured as per AWWA C110. Sizes of fittings up to and including twelve (12) inches shall be designed for an internal pressure of two hundred and fifty (250) PSI. Compact ductile iron mechanical joint fittings shall be designed and manufactured as per AWWA C111 are also acceptable. Joints for fittings shall

be mechanical and lined with cement mortar with a seal coat of bituminous material, all in accordance with AWWA C104.

REDUCERS

All reducers shall be cast in a bell shape to minimize turbulence in the transition. Reducers shall be rodded or Mega-lugged, or approved equal, to another fitting installed with thrust restraint or thrust collar.

PLASTIC IDENTIFICATION TAPE AND STRANDED TRACING WIRE

Twelve (12) gauge stranded copper tracer wire coated in blue insulation shall be used to mark all PVC and PE pipe. Any main transmission lines shall have a marker pole placed every 1000 feet with an emergency contact/ call before dig number for BRWS H2GO applied to the pole.

TAPPING SLEEVES AND VALVES

Tapping sleeves (Romac, Ford, or Mueller) approved for specific composite shall be used. For ductile iron, a tapping sleeve or approved tapping saddle shall be used. Tapping valves shall be No. 125 class, have one (1) flanged and one (1) MJ (mechanical joint) end, and shall allow a drilling machine to be attached directly to the valve. Valves shall meet the pressures shown in the table below.

Valve Size	Working Pressure	Test Pressure
2"-12"	200 psi	400 psi
14"-24"	150 psi	300 psi

Valves shall have a two (2) inch operating nut. All tapping sleeves and valves shall be air tested at 1.5 times the working pressure for a minimum of five (5) minutes in the presence of BRWS H2GO inspector prior to drilling or tapping the main. No taps are allowed without a BRWS H2GO representative present.

Tapping sleeves connecting pipes of equal diameter may be allowed at the discretion of BRWS H2GO inspectors based upon review comments and field conditions. They shall be installed in accordance with the manufacturer's instructions and only on clean, defect free pipe. Tapping sleeves shall be installed no closer than four (4) feet from any other fitting, valve or joint along the main to be tapped.

Tapping Saddles shall only be used on mains 16 inches and larger. Saddles shall be made of ductile iron providing a factor of safety of 2.5 with a working pressure of 250 psi. Saddles shall be equipped with an AWWA C110 flange connection on the branch. Sealing gaskets shall be O-ring type, high quality molded rubber having an approximate 70 durometer hardness, placed into a groove on the curved surface of the saddles. Straps shall be alloy steel.

(End of Material Specifications)

(End of Contract Documents)