



Request for Proposals
For Establishing Term Contracts for

Distribution Gas Main Extensions
And Service Line Installations
In the Fairbanks North Star Borough

Solicitation IGU RFP 02-2020

Issued April 17, 2020

3408 International Street
Fairbanks, AK 99701

907 452 7111

interiorgas.com

PUBLIC NOTICE

INTERIOR GAS UTILITY, LLC

3408 International Street

Fairbanks, AK 99701

(907) 452-7111

Request for Proposals (RFP)

IGU RFP 02-2020

Establish Term Contracts for IGU Distribution Gas Main extensions and Service Line Installations

Notice is hereby given that the Interior Gas Utility is requesting proposals for the purpose of establishing two or more multi-year term contracts with contractors to assist the utility in installing natural gas line extensions and service line installations for commercial and residential customers in the Fairbanks North Star area. The first work is expected to begin in June 2020 and run through the end of October 2020.

Proposals must be received by e-mail at the contact below or in person to the address above until 2:00 p.m., local time, on the: May 05, 2020.

There will be NO PRE – BID Conference in 2020 for this RFQ. Questions are to be E-Mailed to the PM.

The approximate estimated value of the work over the intended contract period and renewals may be in excess of \$300,000 - \$900,000 subject to Customer demands and available funding from the utility.

For availability of a proposal package please contact Chris Gillespie (project manager / Engineer), CGillespie@FNGAS.com or 907-452-7111.

Publish Dates: 04/17/20

Table of Contents

1.0 INTRODUCTION AND INSTRUCTIONS

1.1	OVERVIEW	4
1.2	PROPOSAL SUBMISSION REQUIREMENTS.....	6
1.3	SUBMISSION AND DEADLINE FOR RECEIPT OF PROPOSALS	6
1.4	CONTACT REGARDING QUESTIONS	7
1.5	RFP/CONTRACT MANAGEMENT	7

2.0 PROCUREMENT PROCESS AND TERMS

2.1	PREPARATION COSTS	8
2.2	REVIEW OF THE RFP	8
2.3	ADDENDUM AND NOTICES	8
2.4	DISCLOSURE OF PROPOSAL CONTENTS – CONFIDENTIAL INFORMATION.....	8
2.5	RESPONSE FORMAT	9
2.6	SIGNATURE REQUIREMENTS	9
2.7	PROPOSAL ACCEPTANCE PERIOD.....	9
2.8	MODIFICATION/WITHDRAWAL OF A PROPOSAL	9
2.9	REJECTION OF PROPOSALS & WAIVER OF MINOR INFORMALITIES	10
2.10	EVALUATION OF PROPOSALS	10
2.11	CONTRACTOR SELECTION	11
2.12	CONTRACT NEGOTIATIONS.....	11
2.13	FAILURE TO NEGOTIATE	11
2.14	NOTICE OF INTENT TO AWARD	11
2.15	GENERAL CONTRACT REQUIREMENTS	11
2.16	PROTEST	11

Submission Documents

Financial Information
Contractor Qualifications
Contractor Experience
Safety Record
Claims History
Drug Testing Program
Personnel - Qualifications and Experience
Subcontractor Qualifications and Experience
Equipment
Sub Contractor List
Contractor Business Address
Proposal Signature Page
Price schedule
Fixed Unit Price Schedule
Time and Material Unit Pricing - Other Material

Contract Document and Specifications

Term Contract

General Conditions

Special Provisions

Forms ---

Purchase Order

Work Order

1.0 Introduction and Instructions

1.1 Overview

The Interior Gas Utility intends to issue one or more non-guaranteed term contracts to provide all qualified labor and necessary equipment to complete main gas line and service line extensions to IGU's Natural Gas distribution system in the Fairbanks North Star Borough. The term contracts are to supplement the IGU work forces for the purpose of installing services for new customers. Contractors will perform all work in close coordination with the IGU Project Manager.

IGU intends to provide materials as identified in Section Attachment B-1 – Statement of Work Owner Supplied Materials and Services of the proposed contract. The work generally consists of installing various diameter natural gas main extensions 2" dia., 4" dia., 6" dia. and 8" dia. gas pipe, in addition to ¾" – 2" service lines thru trenching or directional drilling method. Work will require excavation and exposing the existing gas mains, electrofusion and gas pipe fusion, hot tapping existing gas mains, purging, developing required documentation, traffic control, restoration and other work as may be required to complete installation.

IGU currently has approximately 100 requests for installation of new services in 2020 at various locations within the Borough. It is anticipated that the initial contract term for each contract will run from June 1, 2020 through May 31, 2021 with an option to renew for 3 additional one-year periods based on satisfactory completion of work the previous year and anticipated needs the following year. The IGU will award one or more PO's for a specific scope of work each year following the process below in 1.2. Contracts may be extended for a final year, or longer if needed for the purposes of finishing existing work.

1.2 Purchase Order/Work Order Award Process

It is anticipated that by June 1 of each year IGU will have an idea of how many new service-lines may be required during the field construction season which is anticipated to run from late May through the end of October each year.

IGU may issue a Purchase Order (PO) and Work Orders (WO) directly to one Term Contractor without solicitation when:

- A Contractor has prior significant project involvement and/or it would be impractical to award the work to another Contractor. (Ongoing work or possible follow-up work in a particular area of the community.)
- There exists an emergency or other circumstance requiring a timely response and a particular Term Contractor is in a better position to perform the services requested (e.g., the Contractor has appropriately skilled personnel working in the Fairbanks North Star Borough area).
- The total of all work is expected to be less than \$50,000.
- The Project Manager, taking into consideration the rates of existing Term Contractors, IGU's anticipated work plan, Term Contractor experience, and IGU administrative costs, determines it is in the best interest of the IGU and its customers to do so.

The Project Manager may also solicit a Request for Quotes (RFQ) by contacting two or more Term Contractors when IGU anticipates the number of new service line installs is expected to exceed the capacity of single contractor in a season or the cost may be greater than \$50,000.

The Project Manager will send the (RFQ) to Contractors by e-mail with a project description, the estimated number of installations, location of work, and Contractor response requirements. The timeframe for responses may be from 3 to 15 days depending on the estimated cost, complexity of the project, and details requested in the response.

1. The Contractor will review the RFQ and direct any questions they have to the Project manager. The Project Manager will respond to the questions and amend the RFQ as needed so all Contractors have the same information. The IGU may provide a project briefing in Fairbanks or conduct a site visit if the Project Manager believes it is necessary to provide a more complete understanding of the project.
2. If the Contractor is unable or not interested in proposing on the work they will provide immediate notice to the IGU of their intent not to respond and reasons for not responding. Contractors who have been solicited and who are interested and available will provide a letter proposal that includes the information requested such as:
 - A work plan.
 - Staff and equipment to be assigned to the project - to include the project leader and key individuals to work on the assignment,
 - A proposed project schedule with key milestones
 - Special considerations or requirements
 - A price proposal in the format requested in the RFQ
 - Estimated completion date.
3. The IGU Project Manager will review the responses and the Contractor(s) with the proposal most advantageous to IGU will be selected for negotiations and award. Generally, the following criteria will be used when selecting a Term Contractor for Award of a PO:
 - Ability to meet project schedule
 - Price
 - Work plan
 - Qualifications of staff assigned to the project
 - Contractor's experience with IGU and project area
4. The Project Manager may request the Contractor modify the scope, schedule, or costs if it is in the best interest of IGU to do so and consistent with the terms and conditions of the contract
5. If agreement on scope, schedule, or costs cannot be reached, IGU reserves the right to terminate negotiations and award the work to another Contractor under contract with the IGU or solicit proposals for these services from other sources.
6. IGU may amend a PO to include additional installations based on customer requests that if it is in the best interest of IGU as determined by the Project Manager.
7. The Method of Payment to be used (Fixed-price lump sum or unit pricing with a not-to-exceed amount) will be specified in the RFQ and subsequent PO.
8. Upon receipt of the PO, the Contractor shall review it, and, if acceptable, sign and return to the IGU for processing. The work is authorized to begin after approval of the PO by the IGU General

Manager. The Project Manager will issue separate work orders for each authorized installation against the PO.

9. The Contractor shall be responsible for completing all tasks and services authorized by the PO; in accordance with the terms, conditions, and general requirements of the Term Agreement and the scope, schedule, price, and terms in the PO and Work Orders.
10. The following documents will be required with the award of a PO if not previously provided.
 - Payment Bond (If work is estimated to be greater than \$100K)
 - Performance Bond (If work is estimated to be greater than \$100K)
 - Contractor's Certificate of Insurance (with IGU as Additional insured)
 - Approved PO with scope of work.

1.2 Proposal Submission Requirements

Interested Contractors are requested to provide the following information and documents using the format and forms provided. Contractors should limit their response to the information requested.

Contractors Proposal Form
Price Schedule
Subcontractor Work Sheet

Failure to provide the necessary information to allow IGU to allow for an adequate evaluation may result in the Contractor's proposal being considered non-responsive or rejected.

1.3 Submission and Deadline for Receipt of Proposals

Following the format above Contractors should submit their response by e-mail to Chris Gillespie, CGillespie@FNGAS.com with subject line reading **"Response to RFP 02-2020 Main and Service Line Extensions"** or they may provide one hard copy and one electronic copy in PDF format on CD or USB drive in a sealed envelope or package. If providing a hard copy, the envelope or package must be addressed as follows:

Physical and Mailing Address

IGU
3408 International Way
Fairbanks, AK 99701
Ref: RFP 02-2020 Service Line Extensions

All proposals must be received before close of business local time, May 5, 2020. Contractors submitting responses by e-mail are encouraged to send a follow-up e-mail to confirm timely receipt by IGU.

1.4 Contact Regarding Questions

Any questions regarding this request are to be submitted by e-mail to the Project Manager, Chris Gillespie, CGillespie@FNGAS.com

Minor questions that can be answered by a Contractor review of the RFP may be answered directly by the Project Manager. All questions that require clarification or interpretation of this RFP that cannot be answered by careful review of the document should be sent by e-mail no later than (5) five business days before the due date for proposals. Ref 2.3 of this RFP.

1.5 RFP/Contract Management

The Project Manager, as defined by this RFP, is responsible for conducting the solicitation and overseeing the evaluation of responses to assure compliance with IGU procurement policy. The Project Manager is also responsible for contract administration that includes accepting proposals for changes, approving invoices and deliverables and evaluating Contractor performance. The IGU General Manger reserves the right to be involved in contract negotiations and final approval of the contract.

2.0 Procurement Process and Terms

2.1 Preparation Costs

The IGU shall not be responsible for response preparation costs, nor for costs including attorney fees associated with any challenge (administrative, judicial or otherwise) to the determination of the highest ranked interested firms(s) and/or award of contract and/or rejection of proposal. By submitting a response each interested firm agrees to be bound in this respect and waives all claims to such costs and fees.

2.2 Review of the RFP

Contractors should carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP. Potential Contractors should become fully aware of the nature of the work and the conditions likely to be encountered in performing the work. Any questions regarding the materials, data, and requirements of the RFP must be filed prior to the deadline of questions.

2.3 Addendum and Notices

If an addendum or notice is issued it will be sent by e-mail to those Contractors who previously received a copy of this RFP.

No oral change or interpretation of any provision contained in this RFP made by any employee or representative of IGU at any time during the solicitation process should be construed by a Contractor as either an addition or change to the RFP. Written addenda will be issued when changes, clarifications, or amendments to this RFP are deemed necessary by the Project Manager.

It is the Contractor's responsibility to assure they have received and reviewed all addenda and notices related to the RFP. Contractors must acknowledge receipt of all addenda. Proposals that fail to address material requirements in any addenda may be rejected as non-responsive.

2.4 Disclosure of Proposal Contents – Confidential Information

All materials submitted in response to this RFP will be considered a “public record” and kept on file at IGU offices in accordance with their retention schedules for contract documents.

The list of Contractors to this RFP and the content of proposals will be kept confidential until the IGU issues a Notice of Intent to Award. At that time, the selected proposal is open for review (except for information identified as being proprietary).

After the award of the contract, responses and proposals shall become public information except for properly identified proprietary information that has been requested to be kept confidential and the IGU concurs with that request in accordance with the procedures noted in this section. Such confidential information will be kept in the file in a sealed envelope marked confidential with the rest of the submittal.

If a Contractor wishes individual pages, which they believe contain actual business, proprietary information be held confidential, each page containing the presumed confidential information must be marked and an explanation furnished of its proprietary nature. In addition to marking individual pages, the proposal's cover will also be annotated with the words "THIS DOCUMENT CONTAINS PROPRIETARY INFORMATION".

"Confidential and Proprietary" information is not meant to include any information which, at the time of disclosure, is generally known by the public and/or competitors or summary cost information used for the purpose of documenting the basis of award.

The IGU shall be the sole determining IGU for application of confidential and proprietary information. Should the IGU determine that the requested information is not confidential and/or proprietary; the Contractor will be provided the opportunity to remove such designation or request the confidential or proprietary pages of the proposal be returned to the Contractor and the proposal be reviewed without consideration of that information. If the Contractor requests pages of the proposal be returned all digital forms of the proposal submitted will be returned to the Contractor.

Should the Contractor refuse to remove such designation, or request the designated pages be returned, the IGU shall reject the submittal as non-responsive without further recourse by the Contractor and return the entire proposal to the Contractor.

By submission of a response, all Contractors acknowledge and are bound by this requirement.

2.5 Response Format

Responses are to be prepared in such a way as to provide a straightforward, concise delineation of the Contractor's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on

- 1) Conformance to the RFP instructions;
- 2) Responsiveness to the RFP requirements;
- 3) Completeness and clarity of content.

2.6 Signature Requirements

All proposals must be signed. The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature.

2.7 Proposal Acceptance Period

Award of this proposal is anticipated to be announced within 30 calendar days of the proposal deadline, although all offers must be complete and irrevocable for 90 days following the submission date.

2.8 Modification/Withdrawal of a Proposal

A Contractor may withdraw a proposal or portions of a proposal at any time prior to the final submission date by sending written notification of its withdrawal by an agent authorized to represent the Contractor.

A Contractor may thereafter submit a new proposal prior to the final submission date; or submit written modification or addition to a proposal prior to the final submission date. Modifications offered in any other manner, oral or written will not be considered.

A final submittal cannot be changed or withdrawn after the time designated for receipt, except for modifications requested by the IGU as noted below.

After proposals are opened, modifications may be allowed prior to completion of the evaluation process if the project manager determines that it is in the best interest of IGU to solicit modifications for clarification or best and final offers.

Prior to contract award the highest ranked Contractor may be requested to modify or correct his proposal during contract negotiations to the extent it is in the best interest of the IGU and such modification would not affect the final ranking of their proposal.

2.9 Rejection of Proposals & Waiver of Minor Informalities

The IGU reserves the right to reject any or all proposals if determined to be in its best interest.

The Project Manager may also reject any proposals that do not comply with all the material and substantial terms, conditions, and performance requirements of the RFP.

Minor informalities, that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other Contractors; that do not change the meaning or scope of the RFP; that are trivial, negligible, or immaterial in nature; that do not reflect a material change in the work; or, that do not constitute a substantial reservation against a requirement or provision may be waived by the Project Manager.

2.10 Evaluation of Proposals

All proposals received will be reviewed and evaluated by IGU representatives.

Proposals will be opened and evaluated in a manner that avoids disclosure of the contents to competing Contractors during the evaluation process and negotiations.

Proposals will initially be reviewed for the following minimum responsiveness requirements.

- Was the proposal received by the deadline for receipt of proposals?
- Was the proposal received complete and did it provide adequate information in order to evaluate and rank it based on other proposals received

Proposals that fail to meet these requirements may be rejected as non-responsive and will not be further evaluated. The IGU representatives will evaluate the remaining proposals based on the following criteria.

Contractor's experience – 15%

Contractor's personnel – 15%

Contractor's price – 60%

Contractor's availability – 5%

Alaska Owned Company – 5%

The IGU may select a Contractor for negotiations that is ranked highest based on the initial evaluation of proposals as submitted with no additional contact with the Contractors. However, if the IGU desires they may request additional information for the purpose of clarification.

Re-evaluation of proposals after discussions will be conducted by the same IGU representatives using the same criteria laid out in this section.

Contractors reasonably susceptible of being selected for award will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals.

NOTE: IGU may award one or more contracts on the basis of initial proposals received without requesting clarification discussions. Therefore, each initial proposal should contain the Contractor's best terms from cost/price and technical standpoints.

2.11 Contractor Selection

The final decision of the IGU representatives evaluating the proposals will be documented in writing and made a part of the contract file.

IGU intends to negotiate one or more term contracts with the highest ranked Contractor(s) based on the terms and conditions in this solicitation and the Contractor's proposal. The Contractor may be required to provide a certificate of insurance, payment and performance bonds, and any other information that IGU determines may be necessary to assure a final contract.

2.12 Contract Negotiations

Upon completion of the evaluation process, contract negotiations may be held in the IGU offices in Fairbanks or by teleconference.

2.13 Failure to Negotiate

If the selected Contractor fails to provide the necessary information for negotiations in a timely manner, negotiate in good faith, or cannot agree to IGU's required terms, IGU may terminate negotiations and negotiate with the next highest ranked Contractor(s), or cancel the solicitation.

2.14 Notice of Intent to Award

After completion of the evaluation process and negotiations with the selected Contractor(s), IGU will issue a Notice of Intent to Award to all Contractors who submitted a response to this request. This notice will contain the names and addresses of all the Contractors including the intended recipient of the contract.

2.15 General Contract Requirements

The Contractor will be expected to sign the term contract attached to this solicitation. Contractors should note in their proposal any issues they may have with any of the terms and conditions or additional terms or conditions they would propose. Any exceptions to the terms and conditions provided with in the RFQ may cause disqualification.

2.16 Protest

Any actual or prospective Contractor who is aggrieved in connection with the Solicitation or award of a Contract may Protest to the Project Manager. A Protest with respect to the data, materials, or requirements of this Solicitation must be submitted in writing prior to the closing date.

The Protest of the award of the Contract must be submitted within five (5) calendar days after such aggrieved Person knows or should have known of the facts giving rise thereto.

The Protest must be filed in writing and includes the following information:

1. The name, address, and telephone number of the Protestor,
2. The signature of the Protestor or the Protestor's representative,
3. Identification of the Solicitation at issue,
4. A detailed statement of the legal and factual grounds of the Protest, including copies of the relevant documents,
5. The form of relief requested, and
6. A non-refundable filing fee of \$75.00

Within five (5) calendar days of submittal of a timely Protest, the Protestor will submit a Protest security (bond or cashier's check) in an amount not to exceed five percent of the Protestor's proposal price or if proposals have not yet been opened, five percent of total estimated cost of the Contract noted in the Bidder's Submittal or \$20,000, whichever is less.

If, after all the administrative and judicial remedies have been exhausted, the Protest fails, the Protest security will be forfeited to IGU. If, after all the administrative and judicial remedies have been exhausted, the Protest is upheld in whole or in part, the Protest security will be returned to the Protestor. If the Protestor fails to submit the required security, the Protest may be denied without further action.

If the Protest is not resolved by mutual agreement, the Procurement Officer, will promptly issue a decision in writing which will state the reasons for the action taken and inform the Protestor of the right to an administrative review.

If time is of the essence in award of the Contract, the Project Manager may proceed with award of the Contract prior to finalizing the decision on the Protest if there is a likelihood that the Protest will be denied.

Any administrative appeal must be filed with the IGU General Manager within ten (10) calendar days of the Project Manager's decision. Appeals will be handled in accordance with the procedures in the IGU Procurement Manual Dated March 2018 Section 6.13. which will be made available upon request.

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PROPOSAL FORMS QUALIFICATIONS

TABLE OF CONTENTS

FINANCIAL INFORMATION

CONTRACTOR QUALIFICATIONS

CONTRACTOR EXPERIENCE

SAFETY RECORD

CLAIMS HISTORY

DRUG TESTING PROGRAM

PERSONNEL - QUALIFICATIONS AND EXPERIENCE

SUBCONTRACTOR QUALIFICATIONS AND EXPERIENCE

EQUIPMENT

SUB CONTRACTOR LIST

CONTRACTORS BUSSINESS ADDRESS

PROPOSAL SIGNATURE PAGE

PRICE SCHEDULE

FIXED UNIT PRICE SCHEDULE

TIME AND MATERIAL UNIT PRICING - OTHER WORK

**Interior Gas Utility
Proposal**

Project:	Term Contracts for IGU Service Line Installations
RFP Number:	IGU RFP 02-2020

Contractors are required to provide the information requested and attach additional documentation as requested with their Submittal. Failure to provide adequate documentation may result in a contractor being declared non-responsible.

FINANCIAL INFORMATION

1. Have you ever failed to complete a contract due to insufficient resources?
[] No [] Yes If YES, explain:
2. Describe any arrangements you have made to finance this work:
3. Discuss the firm's bonding capacity and to what extent is that capacity may already be committed.

QUALIFICATIONS

1. **Contractor Qualifications & Experience:**
 - a. **Narrative Discussion Ref Contractor's Capacity, Resources and Unique Qualifications/Experience**

Provide a brief narrative description of the firm's overall capacity, resources, and interest in being awarded a term contract. Expand on your experience working with the subcontractors or teaming partners you have listed in this proposal.

Identify any distinct and substantive qualifications for undertaking the proposed contract that sets your firm apart from other respondents. Specifically, what is unique about your firm's approach that may separate your firm from all other proposers.

Include information as to the firm's current bonding capacity and what percentage is currently committed. (no more than 2 pages)

b. Previous Gas Projects in Alaska over \$150,000

List no more than 5 other Gas Line installation projects you have completed in Alaska as a contractor, sub-contractor with a contract value \$150,000 or greater and in the last 7 years. Included project name, owner, scope of work, total contract amount, date started, and date completed. Highlight anywhere you may have worked with the same Subcontractors or Key personal you may propose to work on this project.

Project Name	Owner	Client/Scope	Month/Yr. Started	Month/Yr. Completed	Contract Total \$

c. Safety Record

Briefly describe your firm's philosophy and approach to safety and provide your current Workman's Compensation Insurance Multiplier.

d. Claims History

Claims and Lawsuits – If the answer to any of the questions below is yes, please attach details.

Yes No

		Has the firm failed to complete any work awarded to it in the last ten (10) years?
		Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers?
		Has the firm failed any law suits or requested arbitration with regard to construction contracts within the last ten years?
		Within the last ten (10) years, has any officer or principal of the firm ever been an officer or principal of another organization when it failed to complete a construction?

e. Drug Testing Program

Do you currently have a drug testing program in place that is PHMSA compliant and can you provide evidence of full compliance with CFR part 199 and 40 for you and primary subcontractors who may be subject to this requirement?

[] Yes [] No. If No please describe how you intend to meet that requirement

2. Personnel - Qualifications and Experience

In accordance with 49 CFR 192 Subpart N, all personnel performing covered tasks on the project shall be qualified to perform the task.

Submissions must demonstrate that Certifications have been or will be accomplished by organizations that provide training and qualification that demonstrates an employee has been successfully evaluated in accordance with 49 CFR 192 Subpart N. Organizations providing training and evaluation include; E Web OQ , Veriforce, Northeast Gas Association, Energy WorldNet, Industrial Training Services, or similar equivalent providers.

IGU currently does not have a Training / Safety Officer that can provide OQ program to train or certify contractor employees to perform the Example covered tasks identified in Table 1 below. See Attachment A-1 Special Conditions for Contractor required OQ Program.

Table 1 - Covered Tasks (note covered tasks may be named differently than presented below for the different training organizations)				
	Re-Certify Interval	Supervisor	Equipment Operator	Distribution Laborer
Covered Task	(Years)	(X = OQ certification required)		
Locating Pipelines	3	X	X	X
Plastic Pipe - Electrofusion	1	X		
Plastic Pipe - Butt Fusion	1	X		
Plastic Pipe - Sidewall Fusion	1	X		
Pressure Testing	3	X	X	X
Backfilling Pipe	3	X	X	X
Casing Vents and Seals	3	X		
Underground Clearance	3	X	X	
Installation of Plastic Pipe	3	X	X	X
Cover Requirements	3	X	X	X
Line Markers	3	X	X	X
Inspecting Pipe for Damage	3	X	X	X
Tracer Wire Installation	3	X	X	X
Plastic Pipe Joint Inspection	3	X		
Installing Tapping Tee	1	X		

List below the names and Forman you have that are certified and experienced in HDPE pipe installation that could be assigned to this project.

Title	Name	Years of Experience

3. Subcontractor Qualifications and Experience

In addition to providing the subcontractors list Form FNG 02-C410-B provide names below and resumes for key individuals who will be on-site and responsible the following work on this project.

Scope of work	Subcontractor (or <i>note if self-performed</i>) Key Person(s) - Name and Title	Years of Experience
Earthwork, Trenching and Compaction		
Directional Drilling		
Hot Tapping Live Gas Mains		
Purging Gas Mains and Service Lines		

4. Equipment

List equipment you have or intend to acquire that you would make available for the work under this term contact.

1. Do you propose to purchase or rent any equipment for this project:

[] No [] Yes If YES, please note below:

2. Describe below the major pieces equipment you intend to use for this project. Note if equipment is Owned O, or will be Purchased P, Rented R, or Subcontracted. S

Quantity	Equipment Item, Year, Make and Model	Ref: O,P,R or S

SUBCONTRACTOR LIST

(First tier subcontractors only)

Contractors shall complete this form and submit it with their Proposal documents
 Scope of work must be clearly identified. If an item of work is to be performed by more than one firm, indicate the portion or percent of work to be done by each.

Check as applicable:

- ☐ All work on the below-referenced project will be accomplished without subcontracts greater than 1/2 of 1% of the contract amount.
 or
☐ Subcontractor List is as follows:

FIRM NAME	ADDRESS,	PHONE NUMBER	AK BUSINESS LICENSE	CONTRACTORS REG. #	SCOPE OF WORK TO BE PERFORMED	ESTIMATED DOLLAR VALUE
Approximate Total Value of all Subcontracts						\$

CONTINUE SUBCONTRACTOR INFORMATION ON ADDITIONAL SHEETS AS NECESSARY

Bidders should obtain proof of Alaska Business License and Contractor Registration prior to award of a subcontract.

Name of: Prime Contractor Submitting Proposal _____

PROJECT NAME & NUMBER – Term Contract for IGU Service Line Installation

Contractor's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20____.

State Contractor License No. _____.

AK Business License _____

In signing this proposal the contractor certifies:

- 1) He has carefully examined the contract requirements and that he understands that the quantities in the Price Schedule are estimates, for the purpose of the RFP, and subject to increase or decrease, and that he is willing to perform work at unit prices bid under the terms and conditions set forth in the Contract Documents.
- 2) that he proposes and agrees, if this proposal is accepted, to enter into an Agreement with IGU in the form included in the Contract Documents to perform all Work as specified or indicated in the Contract Documents for the prices, time, and in accordance with the terms and conditions of the Contract Documents.
- 3) Under penalty of perjury under the laws of the United States, that neither he nor the firm, association, or corporation of which he is a member, has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this solicitation.
- 4) That all statements made by the Contractor are true and correct.

(Signature page follows)

Proposal Signature Page

This Proposal is Submitted by:

If Contractor is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in Alaska is ____/____/____.

(This page intentionally left blank)

Price Schedule

1. Before preparing the Price Schedule, Contractors should review the contract documents.
2. The quantities provided are estimates based on previous experience and the amount of work it is anticipated that a single contractor could complete in a given construction season. IGU expects a min of 50 per year.
3. Prices will remain firm for the term of the contract unless changes are requested and accepted upon annual renewal of the contract per the terms of the contract.
4. Fixed unit prices, and the Time and Materials prices will be used by IGU and the Contractor in determining the Contract Cost for work under the Purchase Order (PO) issued by the Project Manager for an identified number of installations in any given year.
5. IGU will issue a PO based upon the Contractors response to a Request for Quotes and a mutually agreed upon not to exceed price. The method of payment may be based on: 1) The unit prices and T&M prices in this prices schedule, or 2) an agreed upon fixed price lump sum with payment to be made based on a percentage of work completed. The final PO price and method of payment are subject to negotiations however the Price Schedule remains fixed
6. The Fixed Unit Price Schedule will be used to determine total PO costs and make payments in accordance with the number of units completed.
7. The Time and Materials Price Schedule will be used to determine total PO costs and with prior approval of the Project Manager will be used to determine costs for additional work that may be required that is not identified in the Fixed Unit Price Schedule.

Fixed Unit Price Schedule

Item No.	Description	Pay Unit	Estimated Quantity	Bid Unit Price	Bid Price
017300 - 01	¾" Service line 0-103 LF	EA	45		
312000 - 01	¾" Service line 104-206 LF	EA	20		
312000 - 02	¾" Service line 207-309 LF	EA	5		
312000 - 03	¾" Service line 309-412 LF	EA	5		
321216 - 01	2" Service line 0-103 LF	EA	10		
321216 - 02	2" Service line 104-206 LF	EA	10		
321313 - 01	2" Service line 207-309 LF	EA	3		
321313 - 02	2" Service line 309-412 LF	EA	2		
329200 - 01	2" trench or plow method	LF	6,000		
330523 - 01	4" trench or plow method	LF	500		
330523 - 02	2" Directional Drill	LF	4,000		
330524 - 01	4" Directional Drill	LF	1,000		
330524 - 02	6" Directional Drill	LF	1,000		
330524 - 03	8" Directional Drill	LF	1,000		
330524 – 04	Road Bore (Hog) ¾" – 2	EA	5		
330524 – 05	Driveway Bore (Hog) ¾" – 2	EA	20		
330524 – 06	Bollards	EA	60		
330524 – 07	SWPPP (waddles for bore pits and drainage ditches	EA	100		
330524 – 08	Traffic Control Plan	EA	100		
330524 – 09	Flagger, hourly	HR	300		
335100 - 02	3" Topsoil and Seed	SF	5,000		
Total of All Unit Price Bid Items					\$

Contractor Name _____ Date _____

Note* In the event of a discrepancy between unit prices and bid prices unit prices will govern.

Time and Materials Unit Pricing – Other Work

Item No.	Description	Pay Unit	Estimated Quantity	Bid Unit Price	Bid Price
017300 - 01	Pot Holing for utility lateral 0-7 ft.	EA	20		
312000 - 01	Pot Holing for utility lateral 7-10 ft.	EA	20		
312000 - 02	Gas Pipe Tie In, 0-4 FT Excavation	EA	10		
312000 - 03	Gas Pipe Tie In, 4-6 FT Excavation	EA	5		
321216 - 01	Gas Pipe Tie In, 6-8 FT Excavation	EA	5		
321216 - 02	Gas Pipe Tie In, 8-10 FT Excavation	EA	2		
321313 - 01	Trench Box Installation and Removal, 5 ft +	EA	7		
321313 - 02	Saw Cut and Removal of Concrete Pavement 50 SF	EA	5		
329200 - 01	Saw Cut and Removal of Asphalt or Flexible Pavement 50 SF	EA	25		
330523 - 01	Hard surface Sub Base prep, Aggregate and D-1, 8 CY	EA	30		
330523 - 02	Asphalt Pavement, 50 SF	EA	25		
330524 - 01	4" Concrete, 100 SF	LF	5		
330524 - 02	Concrete Curb and Gutter, 10 LF	LF	5		
330524 - 03	1 Man Crew, 8 hr. day	EA	20 days		
330524 - 04	2 Man Crew, 8 hr. day	EA	10 days		
330524 - 05	3 Man Crew, 8 hr. day	EA	5 days		
330524 - 06	Smart Post Marker Installation	EA	50		
330524 - 07	Corsonite Marker Installation	EA	50		
			-		
Total of All Unit Price Bid Items					\$

Contractor Name _____ Date _____

Note* In the event of a discrepancy between unit prices and bid prices unit prices will govern.

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PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER: INTERIOR GAS UTILITY
3408 International Street
Fairbanks, AK 99701

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*: FNG Distribution Gas Main and Service Line Installations

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint ventures. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of

damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in

which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR (*name and address*):

SURETY (*name and address of principal place of business*):

OWNER: INTERIOR GAS UTILITY
3408 International Street
Fairbanks, AK 99701

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (*name and location*): FNG Distribution Gas Main and Service Line Installations

BOND

Bond Number:

Date (*not earlier than the Effective Date of the Agreement of the Construction Contract*):

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (*attach power of attorney*)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint ventures. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to

satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction

the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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Contract RFP 02-2020

Distribution Gas Main Extensions
And Service Line Installations
In the Fairbanks North Star Borough

Issued April 17, 2020

**3408 INTERNATIONAL STREET
FAIRBANKS, AK 99701**

907 452 7111

interiorgas.com

TABLE OF CONTENTS

TERM CONTRACT AGREEMENT

ARTICLE 1 - PURPOSE	1
ARTICLE 2 - COMPENSATION.....	1
ARTICLE 3 – PERIOD OF PERFORMANCE	2
ARTICLE 4 - ATTACHMENTS.....	2
ARTICLE 5 - EXTENT OF CONTRACT.....	2
ARTICLE 6 – WORK ORDER AWARD PROCESS	3
ARTICLE 7 - PREDOMINANCE OF DOCUMENTS.....	5
ARTICLE 8 – SEVERABILITY	5
ARTICLE 9 – IGU AUTHORIZED REPRESENTATIVES	6
ARTICLE 10 – CONTRACTOR AUTHORIZED REPRESENTATIVES.....	6
ARTICLE 11 - SUBCONTRACTORS	6
ARTICLE 12 - INSURANCE.....	6
ARTICLE 13 - CONTRACTOR’S REPRESENTATIONS.....	6
SIGNATURES.....	7

ATTACHMENT A - GENERAL CONDITIONS

1. DEFINED TERMS.....	8
2. PERFORMANCE AND PAYMENT BONDS.....	9
3. INSURANCE REQUIREMENTS.....	10
4. INDEMNIFICATION, DEFENSE AND HOLD HARMLESS PROVISION	13
5. REPORTING AND RESOLVING DISCREPANCIES.....	13
6. CHANGES.....	14
7. HAZARDOUS ENVIRONMENTAL CONDITIONS.....	14
8. EMERGENCIES.....	15
9. PERMITS	15
10. PROTECTION OF INSTALLED WORK.....	15
11. METHODS AND MEANS.....	15
12. SUPERVISION AND SUPERINTENDENCE	15
13. CHARACTER OF WORKMEN	16
14. DRUG TESTING REQUIREMENTS.....	17
15. LABOR; WORKING HOURS.....	17
16. SERVICES, MATERIALS, AND EQUIPMENT	17
17. SUBCONTRACTORS, SUPPLIERS, AND OTHERS.....	18
18. LABORERS’ AND MECHANIC’S MINIMUM RATES OF PAY.....	19
19. SAFETY AND PROTECTION	20
20. HAZARD COMMUNICATION PROGRAMS	21
21. TESTS, INSPECTIONS, AND APPROVALS	21
22. DEFECTIVE WORK	22
23. IGU MAY STOP THE WORK	23
24. IGU MAY CORRECT DEFECTIVE WORK	23
25. SUBSTANTIAL COMPLETION.....	24
26. PAYMENT PROCEDURES	24
27. WARRANTIES	25
28. IMPOSSIBILITY TO PERFORM.....	26
29. TERMINATION.....	27
30. IGU DISPUTE RESOLUTION PROCESS	27
31. EEO REQUIREMENTS	30
32. OTHER.....	30

Attachment A-1 Special Conditions

Attachment B. -- Statement of Work – General

Attachment B-1 – Statement of Work Owner Supplied Materials and Services

Attachment B-2.

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Term Contract Agreement

THIS AGREEMENT made between the Interior Gas Utility (IGU). 3408 International Street, Fairbanks, Alaska 99701, hereafter referred to as the IGU, and

(Contractor Name) _____, hereafter referred to as the Contractor is effective on the last date executed by its parties in consideration of the terms, conditions, and promises of Articles 1 through 13 in this document. The parties hereto agree as follows:

ARTICLE 1 - Purpose

- 1.1 The Contractor will be responsible for providing all labor and equipment and associated work required to install, document, and test new service lines for the IGU natural gas distribution system in the Fairbanks North Star Borough.
- 1.2 The IGU will authorize work each year following the Purchase Order (PO) and Work Order (WO) process outlined in Article 6 based on an estimated number of new service line installations for that field session.
- 1.3 The CONTRACTOR is not authorized to begin work until the Work Orders are issued by the Project Manager or their designee.
- 1.4 The Contractor shall be responsible for completing all tasks and services authorized by the Work Orders, approved by the IGU Project Manager, consistent with the terms, conditions, and general requirements and scope of this Contract,

ARTICLE 2 - Compensation

- 2.1 This is a Term Contract with no guaranteed minimum amount of compensation or work to be performed by the Contractor.
- 2.2 The contract amount will not exceed \$500,000. This amount is based on the budget approved by IGU Board of Directors (IGU Board) and the number of service line installations projected for the calendar year 2020. The dollar amount of the authorization under the Contract may be adjusted by amendment approved by the IGU General Manager during the term of the Contract and any subsequent extensions to reflect the budget for funds necessary to complete service line installations for subsequent years.

- 2.2 Authorization for the expenditure of funds under this contract is subject to the Purchase Order (PO) which represents the Contract Price for any given season and Work Order (WO) process outlined in Article 6.
- 2.3 The Method of Payment to be used will be specified in each Purchase Order. All Purchase Orders will be subject to the payment terms in the General Conditions Section 26.

ARTICLE 3 – Period of Performance

- 3.1 The period of performance runs from June 1, 2020 through October 31, 2020.
- 3.2 The Contractor shall commence work under this Agreement when authorized by a Purchase Order and Work Orders issued by the Project Manager. Work will be completed accordance with the time schedule in the Purchase Order.
- 3.3 The IGU reserves the option to renew this contract upon written agreement of both parties for three additional one-year periods. All renewals are to be for a period of one year at the same terms, conditions, and price set forth herein unless amended per the change provisions in the General Conditions Section 6.

ARTICLE 4 - Attachments

- 4.1 The following attachments are attached to this document and incorporated herein:

Attachment Title	Date Prepared	No. of Pages
A General Conditions		
A-1 Special Conditions		
B Statement of Work		
B-1-X IGU P&Ps (List applicable ones included)		
D Forms (<i>Purchase order</i>)		
	<i>Work Order (any other forms that may be required)</i>	
E Contractors Proposal (<i>including negotiated changes</i>)		

ARTICLE 5 - Extent of Contract

- 5.1 This Contract, including attachments, represents the entire and integrated agreement between the IGU and the Contractor and supersedes all prior negotiations, representations, or agreements, written or oral.

- 5.2 Nothing contained herein may be deemed to create any contractual relationship between the IGU and any Subcontractors or material suppliers; nor may anything contained herein be deemed to give any third-party claim or right of action against the IGU or the Contractor which does not otherwise exist without this Contract.
- 5.3 The Contract Documents may be changed only by written amendment or change order executed by both the IGU and the Contractor.
- 5.4 All communications that affect the terms or conditions of this Contract must be made or confirmed in writing and must be sent to the addresses designated in this Contract.
- 5.6 The failure of either party to enforce a provision of this Contract shall in no way constitute a waiver of the provision nor in any way affect the validity of this Contract or any part hereof or the right thereafter to enforce each and every provision hereof. A provision of this Contract may not be waived unless such waiver is expressed in writing.

ARTICLE 6 – Work Order Award Process

- 6.1 It is anticipated that by June 1 of each year IGU will have an idea of how many new service-lines may be required during the field season which is anticipated to run from late May through the end of October each year.
- 6.3 IGU may issue a Purchase Order (PO) and Work Orders (WO) directly to one Term Contractor without solicitation when:
- 6.3.1 A Contractor has prior significant project involvement and/or it would be impractical to award the work to another Contractor. (Ongoing work or possible follow-up work in a particular area of the community.)
- 6.3.2 There exists an emergency or other circumstances requiring a timely response and a particular Term Contractor is in a better position to perform the services requested (e.g., the Contractor has appropriately skilled personnel working in the Fairbanks North Star Borough area).
- 6.3.3 The total of all work is expected to be less than \$50,000.
- 6.3.4 The Project Manager, taking into consideration the rates of existing Term Contractors, IGU's anticipated work plan, Term Contractor experience, and IGU administrative costs, determines it is in the best interest of the IGU and its customers to do so.

- 6.2 The Project Manager may also solicit a Request for Quotes (RFQ) by contacting two or more Term Contractors when IGU anticipates the number of new service line installs is expected to exceed the capacity of single contractor in a season or the cost may be greater than \$50,000.
- 6.4 The Project Manager will send the (RFQ) to Contractors by e-mail with a project description, the estimated number of installations, location of work, and Contractor response requirements. The timeframe for responses may be from 3 to 15 days depending on the estimated cost, complexity of the project, and details requested in the response.
- 6.4.1 The Contractor will review the RFQ and direct any questions they have to the Project manager. The Project Manager will respond to the questions and amend the RFQ as needed so all Contractors have the same information. The IGU may provide a project briefing in Fairbanks or conduct a site visit if the Project Manager believes it is necessary to provide a more complete understanding of the project.
- 6.4.2 If the Contractor is unable or not interested in proposing on the work they will provide immediate notice to the IGU of their intent not to respond and reasons for not responding. Contractors who have been solicited and who are interested and available will provide a letter proposal that includes the information requested such as:
- A work plan.
 - Staff and equipment to be assigned to the project - to include the project leader and key individuals to work on the assignment,
 - A proposed project schedule with key milestones
 - Special considerations or requirements
 - A price proposal in the format requested in the RFQ
 - Estimated completion date.
- 6.4.3 The IGU Project Manager will review the responses and the Contractor(s) with the proposal most advantageous to IGU will be selected for negotiations and award. Generally, the following criteria will be used when selecting a Term Contractor for Award of a PO:
- Ability to meet project schedule
 - Price
 - Work plan
 - Qualifications of staff assigned to the project
 - Contractor's experience with IGU and project area
- 6.4.4 The Project Manager may request the Contractor modify the scope, schedule, or costs if it is in the best interest of IGU to do so and consistent with the terms and conditions of the contract

A. If agreement on scope, schedule, or costs cannot be reached, IGU reserves the right to terminate negotiations and award the work to another Contractor under contract with the IGU or solicit proposals for these services from other sources.

6.4.5 IGU may amend a PO to include additional installations based on customer requests that if it is in the best interest of IGU as determined by the Project Manager.

6.4.6 The Method of Payment to be used (Fixed-price lump sum or unit pricing with a not-to-exceed amount) will be specified in the RFQ and subsequent PO.

6.4.7 Upon receipt of the PO, the Contractor shall review it, and, if acceptable, sign and return to the IGU for processing. The work is authorized to begin after approval of the PO by the IGU General Manager. The Project Manager will issue separate work orders for each authorized installation against the PO.

6.4.8 The Contractor shall be responsible for completing all tasks and services authorized by the PO; in accordance with the terms, conditions, and general requirements of the Term Agreement and the scope, schedule, price, and terms in the PO and Work Orders

6.4.9 The following documents will be required with the award of a PO if not previously provided

- Payment Bond (If work is estimated to be greater than \$100K)
- Performance Bond (If work is estimated to be greater than \$100K)
- Contractor's Certificate of Insurance (with IGU as Additional insured)
- Approved PO with scope of work.

ARTICLE 7 - Predominance of Documents

7.1 Components of this Contract shall stand and prevail in the following order: Contract over General and Special Provisions; General Conditions and Special Conditions over Statement of Services; Statement of Services over Purchase Orders Awarded; Work Orders issued and Contractor's Proposal.

7.2 Subsequent Amendments shall have the order of precedence applicable to the Contract Sections to which they apply.

ARTICLE 8 – Severability

8.1 In the event any provision of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the invalidity of one or more phrases, sentences, clauses, Sections or Articles contained in this Contract shall not affect the validity of the remaining portions of this Agreement so long as the material purposes of this Contract can be determined and effectuated.

ARTICLE 9 – IGU Authorized Representatives

Contract Officer	Dan Britton	Project Manager	Chris Gillespie Chief of Engineering
Address	3408 International Street, Fairbanks, AK 99701	Address	3408 International Street, Fairbanks, AK 99701
Phone	907-452-7111	Phone	O: 907-266-1190 C: 907-750-0066
E-mail	dwbritton@fngas.com	E-mail	cgillespie@fngas.com

ARTICLE 10 – Contractor Authorized Representatives

CONTRACTOR's Contract Manager	
Address	
Phone	
E-mail	

ARTICLE 11 - Subcontractors

- 11.1 Contractor shall perform all contract services required under this Agreement except as may be performed by the Subcontractor(s) listed in the Contractors Proposal or as may be allowed in accordance with Attachment a General Conditions, Section 17.

ARTICLE 12 - Insurance

- 12.1 Insurance is defined in the General Conditions, Section 3, Insurance, unless modified by language in any Contract Amendment to this Contract.

ARTICLE 13 - Contractor's Representations.

- 13.1 In signing this agreement, the Contractor makes the following representations:
- 13.1.1 The Contractor has examined and carefully studied the Contract Documents and any other related data identified in the Contract Documents.

- 13.1.2 The Contractor has given IGU written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by IGU is acceptable to Contractor.

Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year last written below.

For the Contractor

Name/ Title	Signature	Date

For the IGU

Name/ Title	Signature	Date

1. Defined Terms

1.1 Terms used in this contract have the meanings indicated:

Agreement—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

Contract Amendment – A written change to the terms, conditions, prices, or scope of this contract mutually agreed to and approved by the IGU General Manager and the Contractor.

Contract Documents—Those items so designated in the Agreement, and which together comprise the Contract.

Contract Price – is the not-to-exceed price authorized under a Purchase Order awarded against this contract.

Contractor—The individual or entity with which Owner has contracted for performance of the Work.

Change Order - A document issued by the Project Manager to the Contractor in writing that documents a change in the scope of a Purchase Order or Work Order issued to the Contractor. Change Orders that involve an increase in compensation beyond the level of authority of the Project Manager require approval by the IGU General Manager.

Fairbanks Natural Gas (FNG) – Is a wholly owned entity of the (IGU) that operates and manages the natural gas distribution system.

Interior Gas Utility (IGU)– Is the Interior Alaska Gas Utility established as a public corporation and instrumentality of the Fairbanks North Star Borough (FNSB) under Chapter 11 of the FNSB municipal code and is the owner and operator of the natural gas distribution system.

Owner - Is the Interior Gas Utility unless in the context of the specification it is referring to the real property owner where the services are being installed.

Project Manager- Owner's project manager, with delegated authority as the Procurement Officer per the FNG Procurement Manual, Chris Gillespie, Chief of Engineering, (cgillespie@fngas.com)

Purchase Order (PO) – The document used to authorize services under this contract that includes the planned scope of work in a designated location within IGU's service area.

Work Order (WO). – Document used by the project manager to provide instructions for a Service Line request at a designated location.

Underground Facilities—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems

- 1.2 Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

2. Performance and Payment Bonds

- 2.1. Contractor shall furnish a Performance Bond and a Payment Bond meeting all statutory requirements of the State of Alaska, in form and substance reasonably satisfactory to Owners Requirements. Contractor, without limitation, will comply with the following specific requirements:
- 2.1.1 Both the Performance Bond and the Payment Bond will satisfy all requirements of Title 36, Chapter 25 of the Alaska Statutes, AS 36.25.010-025, and any additional requirements set out in this section
 - 2.1.2 If either the Performance Bond or the Payment Bond fails to comply with the requirements of AS 36.25.010-025 and any related regulations, Contractor will cause the bonds to be amended or replaced so that the requirements are met.
 - 2.1.3 Except as otherwise required by statute, the form and substance of such bonds shall be reasonably satisfactory to IGU and consistent with industry practice.
 - 2.1.4 Bonds shall be executed by a responsible surety licensed in Alaska, with a Best's rating of no less than A-VII and shall remain in effect for a period not less than
 - (i) two (2) years following the date of Substantial Completion,
 - (ii) the time required to resolve any items of incomplete Work and the payment of any disputed amounts,
 - (iii) the running of the Warranty Period, or
 - (iv) the running of the Heat Leak Warranty Period, whichever occurs latest.
 - 2.1.5 The Performance Bond and the Payment Bond shall each be in an amount equal to the Contract Price, adjusted for Change Directives only if such Change Directives are requested by the Owner.
 - 2.1.6 Contractor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power.
 - 2.1.7 Every Bond must display the Surety's Bond Number.
 - 2.1.8 Every Bond must contain a provision to the following:
 - (i) The Surety hereby consents to and waives notice of any addition, alteration, omission, change or other modification of the Contract Documents. Any addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of any Party to the other Party shall not release the Surety of its obligations hereunder.
 - (ii) The Surety agrees that it is obligated under the bonds to any successor, grantee or assignee of the Owner.
- 2.2. Right to Convey. The Owner may, without notice to or approval from Contractor, assign, grant or otherwise convey or transfer its rights and privileges under any bonds to a third party.

3. Insurance Requirements

- 3.1 Prior to starting work, the Contractor shall purchase and maintain at its expense commercial general liability and other insurance as set forth below from a responsible insurer authorized to do business in the state where the Project is located and having an A.M. Best rating of at least A VII. Contractor shall furnish satisfactory evidence to the Owner that the Contractor has complied with the requirements in the form of an insurance certificates and Owner reserves the right, upon written request, to receive and review all Contractor insurance policies and endorsements in effect during the duration of this contract and for any duration thereafter for which coverage is required as set forth below.
- 3.2 All policies shall be written on an occurrence basis, shall (except Workers Compensation) include the Owner (Interior Gas Utility), Architect, Construction Manager, and the architects, directors, officers, representatives, agents, and employees of such parties as additional insureds and Contractors' policies shall be primary over any insurance or self-insurance program of any such party. Contractor shall ensure that its subcontractors, at a minimum carry insurance equivalent to the coverages set forth below except that pollution coverage is not required for subcontractors where such coverage is not applicable to the work they will perform under the contract. The insurance required shall be written for not less than any limits of liability stated in this Contract, in the Contract Documents or as required by law, whichever is greater. Contractor's liability is not limited to the minimum amounts of insurance coverage required. The Contractor is solely responsible for determining whether additional coverage or greater limits are required to protect its interests from hazards or claims in excess of the specified minimum insurance. Where special or unusual hazards peculiar to this project are foreseeable, the Contractor shall take such steps as are necessary to insure it against such hazards.
- 3.3 If Contractor has any self-insured retention or deductible under any of the following minimum required coverages, Contractor must identify on the Certificate of Insurance the nature and amount of such self-insured retention or deductible and provide satisfactory evidence of financial responsibility for such obligations. All deductibles and self-insured retentions will be Contractor's sole responsibility.
- 3.4 Workers' Compensation: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
- A. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - B. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 - C. Minimum Limits State: Statutory
 Applicable Federal (e.g., Longshoreman's): Statutory
 Employer's Liability: \$500,000
- 3.5 Commercial General Liability. Contractor will maintain commercial general liability insurance covering all operations by or on behalf of Contractor on an occurrence basis against claims for personal injury, bodily injury, death and property damage (including loss of use). Such insurance will have these minimum limits and coverage:
- A. Minimum Limits: \$1,000,000 Each Occurrence

\$1,000,000 Personal & Advertising Injury
\$2,000,000 General Aggregate
\$2,000,000 Products and Completed Operations Aggregate

B. Coverages:

1. The policy shall be written on ISO form CG 00 01 04 13 or equivalent.
2. Contractual Liability Coverage shall be as provided in CG 00 01 04 13. The policy shall be free from any endorsement or language limiting contractual liability coverage beyond the limitations of CG 00 01 04 13.
3. The policy shall be free from ISO endorsements CG 22 94, CG 22 95 or any equivalent endorsement or language.
4. The policy shall provide for severability of interests.
5. The policy shall be free from ISO endorsement CG 21 42 or CG 21 43 or any similar endorsement limiting or excluding coverage for Explosion, Collapse and Underground exposures.
6. The general aggregate shall apply on a "per project" basis.
7. The policy shall provide for a specific or blanket waiver of subrogation in favor of the additional insured parties.
8. The policy shall contain additional insured endorsement CG 20 10 04 13 and CG 20 37 04 13 or equivalent as approved by Owner.
9. The policy shall be written to provide coverage on a primary and non-contributory basis.

3.6 Automobile Liability under Paragraph 6.03.D of the General Conditions: Contractor will maintain business auto liability insurance covering liability arising out of any auto (including owned, hired, and non-owned autos).

A. Minimum Limits: \$1,000,000 combined single limit each accident

B. Coverages:

1. Additional insured endorsement
2. Specific waiver of subrogation
3. Contractual liability

3.7 Umbrella/Excess Liability: Contractor will maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described above which is at least as broad as each and every one of the underlying policies. The amounts of insurance required above may be satisfied by Contractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of

insurance is not less than the limits specified above when added to the limit specified in this paragraph.

A. Minimum Limits: \$5,000,000 combined single limit and aggregate limit

B. Coverages:

1. Coverage must be provided for those parties required to be named additional insured on the General Liability policy on a follow-form basis.
2. Pay on behalf of wording
3. Concurrency of effective dates with primary
4. Blanket contractual liability
5. Punitive damages coverage (where not prohibited by law)
6. Aggregates: apply where applicable in primary

3.8 Pollution Liability. Contractor will purchase pollution liability insurance coverage with all coverage retroactive to the earlier of the date of this Contract and the commencement of Contractor's services in relation to the Project as follows:

A. Minimum Limits: \$2,000,000 each occurrence/\$2,000,000 aggregate

B. Coverages:

1. Contractual Liability
2. Personal Injury
3. Bodily Injury
4. Property Damage
5. Owner and Contractor named as additional insured.
6. Primary and noncontributory coverage

3.9 Waivers of Subrogation. The Contractor waives all rights against the Owner and any of its subcontractors, sub-subcontractors, agents, employees, the Construction Manager, the Architect, Owner's Engineer, Bank's Engineer, Construction Agent, Financing Parties and all tiers of contractors or consultants engaged by them; for recovery under subrogation or otherwise to the extent covered by insurance required under this contract or other insurance applicable to the Work, except such rights as the Contractor may have to proceeds of any insurance held by the Owner as fiduciary, if any. The Contractor shall require of the Subcontractor's, Sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in property damaged.

3.10 Duration of Coverage. All required coverages will be maintained without interruption during the entire term of this Contract plus an additional two (2) years in products and completed operation coverage following final acceptance of the Project by the Owner and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work.

- 3.11 Notice of Cancellation. Required insurance policies shall contain an endorsement requiring the insurance carrier to provide 30 days advance written notice to the Owner prior to any change in or cancellation of any policy required herein. Should any coverage expire prior to completion of Work, proof of renewal of said policy shall be provided to Owner at least thirty (30) days prior to expiration date of the policy.

4. Indemnification, Defense and Hold Harmless Provision

- 4.1. The Contractor shall defend, hold harmless and indemnify IGU, its officers, agents, and employees, against any claims, loss, and/or damages directly or indirectly arising from or claiming to arise from any injury to any person(s), damage to any property, or any economic loss, arising out of, in whole or in part, (1) the Contractor's performance or non-performance of its duties under this contract; and/or (2) any defect in any services provided by the Contractor. This duty to defend, indemnify, and hold harmless shall include the Contractor's responsibility for any and all foregoing claims, even if such claims are groundless, false, and/or fraudulent and any and all equitable relief, damages, costs and attorney fees except those caused by either IGU's sole negligence or its willful misconduct.
- 4.2. This obligation shall be continuing in nature and extend beyond the term of this agreement. The doctrine of equitable tolling extends the time within which an action for breach of this provision may be filed.
- 4.3. "Contractor" and "IGU" as used in this section, include the employees, agents, sub-contractors, and any other persons who are directly employed by or otherwise legally responsible, respectively to each party.

5. Reporting and Resolving Discrepancies

5.1 Reporting Discrepancies:

- 5.1.1 Contractor's Verification of Figures and Field Measurements: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Project Manager any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Project Manager, or by an amendment or supplement to the Contract Documents issued pursuant to General Conditions Section 6.
- 5.1.2 Contractor's Review of Contract Documents: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to the Project Manager in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Project Manager, or by an amendment or supplement to the Contract Documents issued pursuant General Conditions Section 6.

5.1.3 Contractor shall not be liable to Owner for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

5.2 Resolving Discrepancies:

5.2.1 Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by the Project Manager shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

- A. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
- B. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

6. Changes

6.1 Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by the Project Manager's recommendation, to the extent the change involves the design (as set forth in the Scope of Work), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if IGU and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

6.2 The Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency.

6.3 The Contract period may be amended per Article 3. The Contractor, at least 120 days prior to the contract anniversary date, may request in writing, changes to the terms, conditions and pricing. Approved changes cannot constitute substantial changes to the contract and must be supported with appropriate written documentation.

6.5 The approval of any change(s) is at the sole determination of the IGU.

7. Hazardous Environmental Conditions

7.1 If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall

immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Section 8 of the General Conditions); and (3) notify the Project Manager (and promptly thereafter confirm such notice in writing). If appropriate, the Project Manager will obtain a qualified expert to evaluate such condition or take corrective action, if any. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- 7.2 Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after the Project Manager has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

8. Emergencies

- 8.1 In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give the Project Manager prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If the Project Manager determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order or Contract Amendment will be issued.

9. Permits

- 9.1 Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

10. Protection of Installed Work

- 10.1 The Contractor shall be responsible for protecting the installed work from all damage, including third party damage for the duration of the contract, and through the completion of the Final Inspection acceptance by the Owner. Any damages to the installed work, shall be repaired, tested and accepted in accordance with the specifications.

11. Methods and Means

- 11.1 When the methods and equipment to be used by the Contractor in accomplishing the installations are not prescribed in the contract, the Contractor is free to use any methods or equipment that he demonstrates to the satisfaction of the Owner will accomplish the contract work in conformity with the requirements of the contract, except as provided above

12. Supervision and Superintendence

- 12.1 Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely

responsible for the means, methods, techniques, sequences, and procedures of construction.

- 12.2 At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Project Manager except under extraordinary circumstances.

13. Character of Workmen

- 13.1 All workmen shall have sufficient skill and experience to perform properly the work assigned to them. Workmen engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform all work properly and satisfactorily.
- 13.2 Any person employed by the Contractor or by any Subcontractor who, in the opinion of the Owner, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Owner, be removed forthwith by the Contractor or Subcontractor employing such person, and shall not be employed again in any portion of the work without the approval of the Owner.
- 13.3 Should the Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Owner may suspend the work by written notice until such orders are complied with.
- 13.4 Any person or personnel employed by the contractor or by a subcontractor will have a minimum of two (2) years' experience (Known as Key personnel) in the following type of natural gas main and service line installation project related work:
- i Project Manager (PM)
 - ii Certified HDPE gas pipe installation Supervisor.
 - iii Certified HDPE gas pipe fusion welds inspector.
 - iv Certified Personnel in gas pipe butt fusion and eltro - fusion.
 - v Certified Personnel doing the "live Hot Taps & Live tie Ins".
 - vi Directional Drill (HDD), Team Leader (Supervisor / Foreman) and Lead Drill Operator/s.
- 13.5 Any person or personnel employed by the contractor or by a subcontractor will have the following:
- i Traffic Control Supervisor; Certificate in Traffic Control Supervision & Certificate in traffic control Lead Tech.
 - ii All Traffic Control Flagger's Current Certifications
- 13.6 Any person or personnel employed by the contractor or by a subcontractor will remain assigned for the duration of the project. Key personnel cannot be changed without the Project Manager's approval.
- 13.6.1 A 30 day written notice will be required and approved prior to replacement of Key personnel.
- 13.6.2 Any request for such a replacement has to be duly justified in advance in writing to the Project Manager.
- 13.6.3 Personnel proposed as replacements shall conform in experience and skills to the qualifications originally agreed to for the project(s). IGU will evaluate such

requests and promptly notify the contractor after receipt of all required information of the approval/disapproval decisions on substitutions.

13.6.4 The Project manager shall have the sole right to determine that key personnel proposed as substitutes are qualified to work on the project(s). IGU shall not unreasonably withhold approval of staff changes.

14. Drug Testing Requirements

- 14.1 The Contractor, Sub-Contractors and third-party contractors are required to conform to the IGU Drug & Alcohol testing policy and to be enrolled in a PHMSA compliant drug testing program and provide evidence of full compliance with CFR part 199 and part 40 as required during construction of the project.
- 14.2 Contractor shall comply with requirements for testing for the presence of alcohol and controlled substances required by any federal, state, or local laws, as applicable.
- 14.4 All Prime-Contractors, Sub-Contractors and third party contractors shall submit drug and alcohol results for each person or workmen that are performing work for the IGU, shall conform to the IGU Drug and Alcohol testing policy, and will be enrolled into the IGU random screening process at the Contractors expense. Information regarding the drug testing lab for IGU can be found at. <https://www.akmedlabs.com/>
- 14.5 All initial drug and alcohol test results are to be delivered in a sealed envelope to the Project Manager within 7 days after start of the project. After the award of the PO prior the employees starting IGU site.

15. Labor; Working Hours

- 15.1 Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- 15.2 Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

16. Services, Materials, and Equipment

- 16.1 Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- 16.2 All equipment shall be of appropriate size and in such mechanical condition as to meet the requirements of the work and to produce a satisfactory quality of work.
- 16.3 All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- 16.4 All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

17. Subcontractors, Suppliers, and Others

- 17.1 Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- 17.2 Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- 17.3 Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- 17.4 Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- 17.5 Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- 17.6 If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- 17.7 No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- 17.8 Contractor shall be fully responsible to IGU for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

- 17.9 Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- 17.10 Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Project Manager, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- 17.11 The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- 17.12 All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- 17.13 Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- 17.14 Nothing in the Contract Documents:
- 17.14.1 shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
- 17.14.2 shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

18. Laborers' and Mechanic's Minimum Rates of Pay

- 18.1 The Parties agree that this Agreement is a public construction contract subject to the provisions of the Wages and Hours of Labor Act related to Public Construction Contracts, Title 36, Chapter 05, of the Alaska Statutes, AS 36.05.005-900, and all applicable regulations and (for the purpose of this Section only, the "Act"), which are incorporated by reference in their entirety as if set out verbatim herein. Contractor will pay wages under the terms of the Act and at the rates required by the Act, pay all required fees, and comply with all other provisions and requirements of AS 36.05.005- 900. Contractor will require each Subcontractor to comply with the Act. Owner is deemed to be a contracting agency under the Act.
- 18.2 Title 36. Public Contracts AS 36.05 & AS 36.10 Wage & Hour Administration Pamphlet No. 600 (Pamphlet 600) is hereby incorporated in its entirety. Pamphlet 600 is available for free download at <http://www.labor.state.ak.us/lss/pamp600.htm>
- 18.3 Without limiting in any way the requirements of this section the, Contractor will during the first two years of performance of this Agreement comply with all requirements of the pamphlet Laborers' & Mechanics' Minimum Rates of Pay, Effective September 1, 2019, a copy of which is incorporated into the contract as an exhibit to this contract and any applicable amendments
- 18.4 Alaska Employment Preference. Contractor will comply with the hiring and other requirements of the Alaska Act relating to Employment Preference, Title 36, chapter 10 of

the Alaska Statutes, AS 36.10.005-900, together with all applicable regulations (for the purpose of this Section 4.18 only, the "Employment Preference"), which are incorporated by reference in their entirety as if set out verbatim herein. Contractor agrees that for purposes of the Employment Preference, the State of Alaska is acting as a market participant, and that the provisions of the Employment Preference apply to this Agreement.

- 18.5 Notwithstanding the foregoing, the Owner acknowledges that the Contractor may not be able to comply with the Employment Preference as described above and perform the Work consistent with the timing and cost contemplated by this Agreement. Contractor, therefore, will use due diligence to seek an exemption from the requirements of the Act for certain specialized labor required for the performance of the Work. Contractor and Owner agree to cooperate to the fullest extent to secure an appropriate exemption from the Employment Preference. In the event that Contractor is unable to secure the exemption described above, or receives only a partial exemption from the Employment Preference, the Parties will resolve the commercial implications of such failure in good faith. Any disputes will be subject to General Condition's section 30.

19. Safety and Protection

- 19.1 Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

19.1.1 All persons on the Site or who may be affected by the Work;

19.1.2 All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

19.1.3 other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

- 19.2 Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Project Manager; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

- 19.3 Contractor shall comply with the applicable requirements of IGU's safety programs, if any. The Supplementary Conditions identify any IGU's safety programs that are applicable to the Work.

- 19.4 Contractor shall inform the Project Manager of the specific requirements of Contractor's safety program with which IGU's employees and representatives must comply while at the Site.

- 19.5 All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or

indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

19.6 Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed.

19.7 Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

20. Hazard Communication Programs

20.1 Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

21. Tests, Inspections, and Approvals

21.1 Contractor shall give the Project Manager timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

21.2 Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of the General Conditions Section 6.

21.3 If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

21.4 Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

21.4.1 By the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to IGU;

21.4.2 To attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

21.4.3 by manufacturers of equipment furnished under the Contract Documents;

21.4.4 For testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

21.4.5 For acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

21.4.6 Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

22. Defective Work

22.1 Contractor's Obligation: It is Contractor's obligation to assure that the Work is not defective.

22.2 Project Manager's Authority: Project Manager has the authority to determine whether Work is defective, and to reject defective Work.

22.3 Notice of Defects: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

22.4 Correction, or Removal and Replacement: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Project Manager has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

22.4 Preservation of Warranties: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

22.5 Costs and Damages: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against IGU by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if IGU and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then IGU may impose a reasonable set-off against payments due under Section 26 of the General Conditions.

22.6. Acceptance of Defective Work: If, instead of requiring correction or removal and replacement of defective Work, IGU prefers to accept it, IGU may do so (subject, if such acceptance occurs prior to final payment, to Project Manager's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Project Manager as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then IGU may impose a reasonable set-off against payments due under Section 26 of the General Conditions. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

22.7 Uncovering Work: Project Manager has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed. If any

Work is covered contrary to the written request of Project Manager, then Contractor shall, if requested by the Project Manager, uncover such Work for Project Manager's observation, and then replace the covering, all at Contractor's expense. If Project Manager considers it necessary or advisable that covered Work be observed by Project Manager or inspected or tested by others, then Contractor, at Project Manager's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Project Manager may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

22.7.1 If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under General Conditions section 26.

22.7.2 If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

23. IGU May Stop the Work

23.1 If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Project Manager may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

24. IGU May Correct Defective Work

24.1 If Contractor fails within a reasonable time after written notice from Project Manager to correct defective Work, or to remove and replace rejected Work as required by the Project Manager, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then IGU may, after seven days written notice to Contractor, correct or remedy any such deficiency.

24.2 In exercising the rights and remedies under this section, IGU shall proceed expeditiously. In connection with such corrective or remedial action, IGU may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which IGU has paid Contractor but which are stored elsewhere. Contractor shall allow IGU, IGU's representatives, agents and employees, IGU's other contractors, and consultants access to the Site to enable IGU to exercise the rights and remedies under this paragraph.

24.3 All claims, costs, losses, and damages incurred or sustained by IGU in exercising the rights and remedies under this Paragraph will be charged against Contractor as set-offs against payments due under General Conditions Section 26. Such claims, costs, losses and

damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- 24.4 Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by the Project Manager of IGU's rights and remedies under this section.

25. Substantial Completion

- 25.1 All work is to be completed by the date and time indicated on the Purchase Order authorizing the work.
- 25.2 When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- 25.3 Promptly after Contractor's notification, the Project Manager and Contractor, shall make an inspection of the Work to determine the status of completion. If the Project Manager does not consider the Work substantially complete, the Project Manager will notify Contractor in writing giving the reasons therefor.

26. Payment Procedures

- 26.1 IGU shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- 26.1.1 For all Work, at the prices stated in Contractor's Proposal and terms authorized by IGU's PO, attached hereto as an exhibit. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item)
- 26.1.2 The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Project Manager.
- 26.1.3 For lump sum work payment will be made based on percentage of work completed.
- 26.2 Submittal and Processing of Payments: Contractor shall submit Applications for Payment monthly in a format approved by the Project Manager consistent with the agreed upon Method of Payment in the Purchase Order.
- 26.3 Progress payments: IGU shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment each month during performance of the provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the Purchase Order (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
- 26.4 Upon Substantial Completion, IGU shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less amounts set off by

Owner and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

- 26.5 Retainage; IGU may withhold 5% retainage of the total Purchase Order amount for a period of up to one year after completion Retainage shall not accrue interest nor shall any interest be due to the Contractor at the time retainage is released.
- 26.6 Final Payment. Upon final completion and acceptance of the Work IGU shall pay the remainder of the Contract Price as recommended by the Project manager
- 26.7 Interest. All amounts not paid when due shall bear interest at the rate of 5 percent per annum. In no event shall interest be payable for amounts in dispute (except to the extent such amount ultimately is determined to have been properly due and payable, in which case such interest shall accrue from the date due to the date of payment) or for amounts withheld in accordance with the express provisions of this Agreement.
- 26.8 Liquidated Damages. Contractor and IGU recognize that time is of the essence and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in the Purchase Order, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered IGU if the Work is not completed on time. Accordingly, instead of requiring any such proof, IGU and Contractor agree that as liquidated damages for delay (but not as a penalty). The Contractor shall pay Owner \$ 500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in the Purchase Order for Completion until the Work is complete.

27. Warranties

- 27.1 Contractor warrants and guarantees to IGU that all Work will be in accordance with the Contract Documents and will not be defective. IGU and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee that:
 - 27.1.1 All new gas main lines, gas main line extensions, service lines and other gas type of work will have a warranty period of 3 years on all work and craftsmanship.
 - 27.1.2 All gas line installations installed thru the trench method shall be free of slumping, settlement, sluffing, poor back fill and uncompact back fill settlement. All gas line installations installed thru the trench method when excavating around or in the vicinity of all sewer / sanitary lines, water, fiber, duct, coaxial wire and telephone utilities will be completed with upmost caution and too use a spotter employee during all excavation around existing utilities. Contractor is responsible for all repairs, restoration and associated costs to fix each individual excavation utility damage occurrences.
 - 27.1.3 All gas line installations installed thru the hog method shall be free of slumping, settlement, sluffing, poor back fill and uncompact back fill settlement. All gas line installations installed thru the Hog method when excavating around or in the vicinity of all sewer / sanitary lines, water, fiber, duct, coaxial wire and telephone utilities will be completed with upmost caution and too use a spotter employee during all excavation around existing utilities. Contractor is responsible for all repairs, restoration and associated costs to fix each individual excavation utility damage occurrences.

- 27.1.4 All gas line installations installed thru the Horizontal Directional Drilling methods, including bore holes shall be free of slumping, settlement, sluffing, poor back fill and uncompact back fill settlement. All asphalt, flexible pavement and concrete that results in slumping and cracking due to Horizontal Directional Drilling methods will be repaired to a new like finish with in the damaged or disturbed area. Contractor is responsible for all repairs, restoration and associated costs to fix each individual Horizontal Directional Drilling methods utility damage occurrences.
- 27.1.4 All gas line installations installed thru the Horizontal Directional Drilling methods around or in the vicinity of all sewer / sanitary lines, water, fiber, duct, coaxial wire and telephone utilities will be completed with upmost caution. Contractor is responsible for all repairs, restoration and associated costs to fix each individual Horizontal Directional Drilling methods utility damage occurrences.
- 27.2 Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
- 27.2.1 Abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
- 27.2.2 Normal wear and tear under normal usage.
- 27.3 Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
- 27.3.1 Observations by Project Manager;
- 27.3.2 Recommendation by Project Manager or payment by IGU of any progress or final payment;
- 27.3.3 the issuance of a certificate of Substantial Completion by Project Manager or any payment related thereto by IGU;
- 27.3.4 Use of the Work or any part thereof by IGU;
- 27.3.5 Any review and approval of a Shop Drawing or Sample submittal;
- 27.3.6 The issuance of a notice of acceptability by Project Manager;
- 27.3.7 Any inspection, test, or approval by others; or
- 27.3.8 Any correction of defective Work by IGU.

28. Impossibility to Perform

- 28.1 The Contractor is not liable for any failure to perform its obligations under this agreement, if that failure is caused by any unforeseeable force beyond the control of, and without the fault or negligence of, the Contractor. For the purposes of this agreement, such forces shall mean any emergency under the Alaska Disaster Act (AS 26.23); war (whether declared or not); revolution; invasion; insurrection; riot; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine;

strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment, or labor because of priority, allocation, or other regulations of any governmental authorities.

29. Termination

- 29.1 IGU may terminate the contract for its own convenience on thirty (30) days written notice.
- 29.2 In case of default by the Contractor, for any reason whatsoever, after giving the Contractor a written notice of default and a reasonable time to cure the default, and should the contractor not cure the default within the time required, the IGU may procure the services from another source and hold the Contractor responsible for any resulting excess cost or other remedies under law or equity.
- 29.3 If this contract is terminated, the Contractor has no further duty to perform other than that work reasonably necessary to stop work in a safe and workmanlike manner. Likewise, if this contract is terminated, IGU has no further duty to pay the Contractor except for the work satisfactorily completed and accepted, as of the date of termination, and the additional work completed as being reasonably necessary to stop work in a safe and workmanlike manner.

30. IGU Dispute Resolution Process

- 30.1. Role of Project Manager: Disputes will be resolved in accordance with the IGU Procurement Manual with the Project Manager assuming the duties of the Procurement Officer under a delegation of authority from the General Manager.
- 30.2. Contractor Notification and Requirements on a Contract Claim
 - 30.2.1 If the Contractor becomes aware of any act or occurrence which may form the basis of a claim by the Contractor for additional compensation or an extension of time for performance, or if any dispute arises regarding a question of fact or interpretation of the Contract, the Contractor will immediately inform the Project Manager of his "Intent to file a Claim".
 - 30.2.2 When a Contractor becomes aware of a situation that may form the basis of a claim for compensation that exceeds the amount designated as the base amount of the Contract and before performing additional work or supplying additional materials, the Contractor will submit Cost and Pricing Data on the additional work or materials. The Contractor will certify that, to the best of the Contractor's knowledge and belief, the data submitted is accurate, complete, and current and is the actual cost to the Contractor of performing the additional work or supplying the additional materials.
 - 30.2.3 If the matter cannot be resolved by agreement between the Project Manager and the Contractor within 7 days, the Contractor will, within the next 14 days, submit an "Intent to Claim" in writing to the Project Manager.
 - 30.2.4 The claim, if not resolved, will be presented to the Project Manager, in writing, within 30 days following receipt of the "Intent to Claim". The claim must include the elements identified in below in section 30.2.5. Receipt of the claim will be acknowledged in writing or e-mail by the Project Manager.
 - 30.2.5 A written claim presented by the Contractor to the Project Manager will specifically include the following:
 - a. The act, event or condition giving rise to the claim.

- b. The Contract provisions which apply to the claim and under which relief is provided.
 - c. The item or items of Contract work affected and how they are affected.
 - d. The specific relief requested and the basis upon which it was calculated.
- 30.2.6 The Contractor will certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of the Contractor's knowledge and belief, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes IGU is liable.
- 30.2.7 The claim, in order to be valid, must not only show that the Contractor suffered damages or delay but that those conditions were actually a result of the act, event or condition complained of and that the Contract provides entitlement to relief to the Contractor for such act, event, or condition.
- 30.2.8 The Contractor agrees that unless these written notices are provided, the Contractor will have no entitlement to additional time or compensation for such act, event or condition.
- 30.2.9 The Contractor will in any case continue diligent performance of the Contract.
- 30.3 Project Manager's Decision:
 - 30.3.1 Before issuing the decision, the Project Manager will review the facts relating to the claim and obtain necessary assistance from legal, fiscal, and other advisors and may request the Contractor provide additional documentation to support the claim.
 - 30.3.2 If the Contractor fails to furnish necessary information requested by the Project Manager, the Project Manager will proceed to decide the claim and may, in the Project Manager's discretion, deny all or part of the claim because of the failure to furnish necessary information.
 - 30.3.3 The Contractor will be furnished the Project Manager's decision within 90 days after receipt of the claim unless additional information is requested by the Project Manager and the General Manager approves an extension. The decision will include:
 - A. a description of the claim;
 - B. a reference to the pertinent Contract provisions;
 - C. a statement of the agreed upon and disputed facts;
 - D. findings of fact about the claim;
 - E. a determination of any amount payable;
 - F. a statement of reasons supporting the decision;
 - 30.3.4 The Project Manager's decision is final and conclusive unless fraudulent as to the claim or unless, within 14 days of receipt of the decision, the Contractor delivers a written Notice of Appeal to the General Manager.
 - 30.3.5 If the Project Manager does not issue a written decision by the date it is due, the Contractor may proceed as if the Project Manager had issued a decision adverse to the Contractor.

30.4. Appeal on a Contract Claim

30.4.1 The appeal must be submitted within 14 days of receipt of the Project Manager's decision and contain a copy of the decision being appealed and identification of the factual or legal errors in the decision that form the basis for the appeal.

30.4.2 The General Manager may resolve the appeal of the Project Manager's decision by;

- a. Accepting the decision of the Project Manager as the final administrative decision of IGU.
- b. Entering into structured non-binding negotiations with the assistance of a mediator that is appointed by agreement of the parties on a without prejudice basis or
- c. Conducting a formal hearing with a Hearing Officer appointed by mutual agreement of the parties per 25.5 below.

30.4.3 During an appeal under this section the Contractor may not rely on or introduce information that the Contractor has failed to furnish to the General Manager in support of the claim.

30.5 Hearings on Appeal of the General Manager's Decision

30.5.1 If a hearing is the preferred method for resolving the appeal of the Project Manager's the hearing will be conducted in accordance with this Section.

- a. The appeal will be heard by a Hearing Officer jointly selected by the General Manager and the Contractor and will be reviewed and determined de novo.
- b. The Hearing Officer will be a member of the State Bar for at least five years and experienced in contract or commercial matters.
- c. The Hearing Officer will hold a hearing unless it is determined in writing that the appeal of the General Managers Decision is untimely.
- d. Hearings will be recorded and conducted informally with due regard for the rights of the parties involved.
- e. The review will be based on the provisions of this section and generally accepted principles of government purchasing.
- f. The Hearing Officer's decision will be in writing and contain findings of fact and conclusions of law.

30.5.2 The decision of the Hearing Officer will be the final administrative decision on the matter

30.5.3 Litigation of any such Dispute shall be venue exclusively in an Alaska state court located in Fairbanks, Alaska. The Parties hereto stipulate and consent to the personal jurisdiction of said court and that said court is the most convenient venue for such litigation. Each of the Parties agrees that a final judgment (after any appeal) in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner to the extent provided by law

31. EEO Requirements

- 31.1 The Contractor shall comply with the following applicable laws, and directives and regulations promulgated thereunder; all of which are incorporated herein by reference:

Title VI of Federal Civil Rights Act of 1964;
Federal Executive Order 11625 (Equal Employment Opportunity);

- 31.2 The Contractor shall furnish all information and reports which may be or become required by federal or state agencies and will permit access to his books, records, and accounts by such agencies for purposes of investigation to ascertain compliance with applicable rules, regulations, and orders.

32. Other

- 32.1. The Contractor may not assign, in whole or in part, the Contractor's duties or interests under any of the contract documents without the prior written consent of IGU.
- 32.2. This contract binds the successors, heirs, personal representatives, and any assigns of the parties.
- 32.3. Time is of the essence of this contract.
- 32.4. Any terms of this Agreement that, by their nature, extend beyond the expiration or termination of this contract shall remain in effect until fulfilled.

Attachment A-1 Special Conditions

SPC – 1 Operator OQ / Contractor CQ Program Requirements

All Prime-Contractors, Sub-Contractors and third party contractors shall conform to the IGU Operator OQ / Contractor COQ Program Training Requirements.

All Prime-Contractors, Sub-Contractors and third party contractors shall submit a written Operator OQ / Contractor COQ training Program that outlines the IGU OQ / Contractor COQ Program Requirements that are required for the DISTRIBUTION GAS MAIN EXTENSIONS & SERVICE LINE INSTALLATIONS proposed work, 2020.

The designated Plastic pipe joint inspector (Quality Control Joint Inspector on site) will have passed all of the IGU Operator OQ program requirements. This position will have their own QC paper work to be completed, per the daily project pipe join requirements.

The contractor is to deliver to the IGU Project Manager the following Written Programs within (7) seven days upon receiving the NTP, for review and consideration prior to starting any type of PE gas pipe work.

The written Operator Qualification Program will outline all the gas training and certifications required as per the IGU requirements, PHMSA, Electrofusion and Butt Fusion certification Qualification requirements.

The written Qualification Program - inspector of welded joints will outline all the gas training, certifications field inspector requirements as per the IGU requirements, PHMSA, Electrofusion and Butt Fusion certification requirements. Will include their specific role and responsibilities while inspecting fusion and electrofusion joints. Contractor Qualification Program - inspector of welded joints will include a detail description on how they inspect, refuse and sign off on inspected butt or electrofusion joint.

Electrofusion and Butt Fusion Qualification Procedures

All electrofusion and butt fusion procedures shall be written and tested with-in accordance with the IGU Standard Specifications, PHMSA requirements and the SDR-11 gas pipe manufactures electrofusion and butt fusion procedures.

Contractor fusers must successfully complete a butt and electrofusion fusion qualification tests with certifications for each person's being tested, prior to the starting of any type of work on the IGU existing SDR-11 gas mains, service lines, main line extensions and connections. Fusion operators must pass and have current fusion certifications prior to making fusion joints on the IGU existing PE gas system. Fusion operators will be qualified according to the IGU procedures, PHMSA requirements and the Welding Qualifications and Qualifications for Joining PE Pipe for PE gas mains, service lines and electrofusion.

A. PHMSA 192.285 (b), (2), (i) Plastic Pipe, Qualifying Persons to make Joints (Butt Fusion). Reference PHMSA 192.283 (a) (1) (i) (ii).

The burst test requirements of ASTM D2513-09A for polyethylene pipe.

Sustained Static Pressure Test ASTM D2517

Tensile Strength Test requirements of ASTM-638

B. PHMSA 192.285 (b), (2), (i) Plastic Pipe, Qualifying Persons to make Joints (electro fusion). Reference PHMSA 192.283 (a) (1) (iii).

The burst test requirements of ASTM D2513-09A for polyethylene pipe.

Sustained Static Pressure Test ASTM D2517

Tensile Strength Test requirements of ASTM-638

Joint Integrity test of ASTM F1055

Certification Records for the field operator that will be the designated - inspector to inspect all fusion joints. PHMSA 192.287 Plastic Pipe: Inspection of Joints. - Inspector of welded joints other duties required are the following:

All Individual Fusion joints must be initialed at the joint by permeant marker by the certified tech doing the fusion weld work and dated. Permeant marker is to be bright and highly visible.

Each and every Individual Fusion joints must be initialed by the certified fusion Tech. along with their certification number.

Hands on fusion training for certification documentation “required”

Electrofusion Training (3/4” pipe to 8” pipe)	PHMSA 192.283
Electrofusion Training for tapping Tees (2” pipe to 8” pipe)	PHMSA 192.283
Butt fusion Training (3/4” pipe to 8” pipe)	PHMSA 192.283
Electrofusion Training for 3/4” and 2” EFV.	IGU REQUIRED
Electrofusion Training for 2” – 8” elbows, reducers & tees	IGU REQUIRED
Electrofusion Training for 2”-8” electrofusion couplings	IGU REQUIRED
Fusion Training – Burst Test (3/4” pipe to 8” pipe)	PHMSA 192.283
Fusion Training – Joint Integrity Test (3/4” pipe to 8” pipe)	PHMSA 192.283
Fusion Training – Sustained Pressure Test (3/4” pipe to 8” pipe)	PHMSA 192.283
Fusion Training – Tensile Strength Test (3/4” pipe to 8” pipe)	PHMSA 192.283
Plastic pipe: Inspection of joints	PHMSA 192.287

IGU SOP's for review and sign off on

SOP 1102 – Characteristics and Properties of Natural Gas

IGU – SOP 1114 Lifting & Handling of Materials

SOP 1116 – Safety & Accident Prevention

SOP 1125 – Trench and Excavation Safety

SOP 1126 – Confined Space

SOP 1405 – Line Locating policy and Procedures

SOP 1426 – Property Damage Involving IGU or its Contractors

SOP 1430 – Pipeline Markers

SOP 1435 – Prevention of Accidental Ignition of Natural Gas

SOP 2110 – Testing and Purging Distribution Facilities

SOP 2115 - Maximum Allowable Operating Pressure

SOP 2205 - Plastic Pipe Installation Procedures

SOP 2210 - Plastic Pipe Squeeze Procedure

SOP 2217 - Plastic Pipe Repair/Replace Procedures

SOP 2220 - Plastic Pipe Fusion Precautions

SOP 2221 - Butt Fusion Procedure

SOP 2222 - Saddle Fusion Procedure

SOP 2230 - Electrofusion Procedure

SOP 2245 - Locate Wire Installation and Inspection

SOP 2255 - Excess Flow & Curb Valve Customer Notification and Installation

SOP 2405 - Abandonment and Reinstatement of Mains and Service Lines

E Web OQ (or equivalent) training requirements**Operator Qualification Summary**

Introduction to the Natural Gas Industry

Prevention of Accidental Ignition & Potential Ignition Sources

Characteristics and Properties of Natural Gas

Vault Inspection and Confined Space Entry

Field Hazard Recognition

Municipal: Ergonomics

Back Safety

Fire Extinguisher Basics

Personal Protective Equipment

Excavation Safety

Work Zone Safety (traffic control)

Leak and pipeline failure investigation

Pipeline purging with air and gas

Abandonment of Facilities

417 Installation of Plastic Mains and Services - Part 1

418 Installation of Plastic Mains and Services - Part 2

HAZWOPER – Emergency Response Plan

Backfilling

Damage Prevention

Locating and Marking Buried Pipelines

Pressure Testing Plastic Pipelines

Hot Tapping

Other Training for Certification Requirements

Hands-on Fire Extinguisher Training

ATSSA – Traffic Control Supervisor Training

ATSSA – Flagger Training

E Web OQ Training Website: <https://www.eweboq.com/>

Log-in Page: <https://training.eweboq.com/index.pl?pg=Login>

SPC – 2 Definitions of biddable items

LABOR – NO OVERTIME HOURS SHALL BE INVOICED OR PAID, UNLESS AUTHORIZED BY IGU ENGINEERING. (SEE Labor & TC Rate Sheet Included)

Laborer - all hourly labor charges require advance approval by IGU. Per Hour rate for laborer. Includes overhead for tools, test equipment and supervision.

1 Man Crew – Includes Vehicle, Tools, Equipment, and Supervision – all hourly labor charges require advance approval by IGU. Per Hour rate for 1 man crew other than Project Management. Includes all overhead cost such as vehicle, tools & test equipment, construction equipment and supervision.

1 Man Project Management Crew - Includes Vehicle, Tools, Equipment, and Supervision - all hourly labor charges require advance approval by IGU. Per Hour rate for 1 man crew (project management). Includes all overhead cost such as vehicle, tools & test equipment, construction equipment and supervision, if any.

2 Man Crew – Includes Vehicle, Tools, Equipment, and Supervision – all hourly labor charges require advance approval by IGU. Per Hour rate for 2 man crew. Includes all overhead cost such as vehicle, tools & test equipment, construction equipment and supervision.

3 Man Crew – Includes Vehicle, Tools, Equipment, and Supervision – all hourly labor charges require advance approval by IGU. Per Hour rate for 3 man crew. Includes all overhead cost such as vehicle, tools & test equipment, construction equipment and supervision.

Traffic Control

Traffic Control Supervisor – On-site labor rate is hourly; individual must have current ATSSA certifications for the performance of traffic control supervisory duties and other traffic control tasks performed by the Supervisor in conjunction with unit 107b; applies to tasks such as flagging, placement and movement of barricades/cones, operation of vehicles, radios, and any other safety tools/equipment needed to perform traffic control duties on the project.

Flagger – On-site labor rate is hourly; individual must have the current ATSSA certification(s) to perform traffic control duties, per the approved TCP.

Traffic Control Plan (TCP) and execution– 3 separate options set out under 107 unit series (bid one or all). Contractor is responsible for providing Traffic Control (TC) where TC is required for the project by governing authority.

Traffic Control Plan – Traffic Control Plan (TCP) Developed and Obtained from IGU Engineering. Contractor is to supply and install all temporary traffic control devices, signs, fixtures and stands to meet the requirements of the approved IGU traffic control permits. If the job is small, like the majority of the residential service line installations, the contractors Traffic Control Supervisor can self-perform all work and no additional personnel is required. Amount includes all equipment and devices including all OH, as well as all work performed by TC Supervisor and Flaggers, if any, to develop, obtain and implement TCP.

Traffic Control Plan – Traffic Control Plan (TCP) Developed, Obtained & Implemented by Contractor's TC Supervisor; this would be expected, but not limited to, where the job is small, the Traffic Control Supervisor is performing all work and no additional personnel is required. Amount includes related project permits and all equipment and devices

Traffic Control Plan - Traffic Control Plan (TCP) Developed, Obtained & Implemented by Contractor's TC Supervisor - Amount includes related project permits with break out of itemized equipment and devices including all OH below (daily rate).

Boring / Directional Drilling General Guidelines

All boring bid units should take into account general ground conditions in the FNSB, AK. The bidding units are applied to ensure average conditions are taken into account within the boundaries of the FNSB. IGU will only pay for completed bores.

As a general rule IGU would expect at least 3 attempts be made to complete a bore at approved bore rate before considering additional alternatives. All projects requiring bores should be assumed to instruct contractor to utilize "Hogs" unless specifically notated on an IGU work order or approved in advance by IGU Engineering.

Contractor shall ensure they have proper advanced instructions and approval from IGU before assuming directional bore rates apply.

Billable directional bore charges require specific instructions on work orders or advanced approval by IGU Engineering.

Billable Directional Drill footage is specified by footage and depth only.

Bore Profiles shall be onsite and be in compliance with IGU gas main line and gas service line depth requirements. Additional boring depths will be discussed and approved with IGU Engineering.

Bore Log as built, see section as-built for bore log profiles and requirements.

Cobble bore charges are anticipated to be applied infrequently and must meet specific guidelines AND advanced approval from IGU.

Residential / Commercial Yard bore charges are intended where it is beneficial for BOTH the IGU and the contractor to bore in place of plow or trench and must be approved in advance. Effective rate requires verification of ground condition in advance or through minimum of 3 attempts to bore.

All boring bid units includes cost to dig bore pits, bore through ground identified by IGU Engineering as meeting definition of dirt or cobble, install gas mains or service lines with proper trace wire, disposal of drill mud and debris, PSI test gas pipe and other IGU / PHMSA requirements, including back fill and restoration.

Directional Bore – ¾" - 2" (Dirt) – (see general boring guidelines above for further detail) requires specific instruction and advanced approval from IGU Project Manager to be a billable item. Cost to bore and install ¾ - 2" gas pipe. Includes cost to dig bore pits, bore, install pipe and trace wire, as built requirements, back fill and restoration.

Directional Bore – 4" (Dirt) – (see general boring guidelines above for further detail)

Requires specific instruction and advanced approval from IGU Project Manager to be a billable item. Cost to bore and install 4" gas pipe. Includes cost to dig bore pits, bore, install pipe and trace wire, as built requirements, back fill and restoration.

Directional Bore – 6" (Dirt) – (see general boring guidelines above for further detail)

Requires specific instruction and advanced approval from IGU Project Manager to be a billable item. Cost to bore and install 6" gas pipe. Includes cost to dig bore pits, bore, install pipe and trace wire, as built requirements, back fill and restoration.

Directional Bore – 8" (Dirt) – (see general boring guidelines above for further detail)

Requires specific instruction and advanced approval from IGU Project Manager to be a billable item. Cost to bore and install 8" gas pipe. Includes cost to dig bore pits, bore, install pipe and trace wire, as built requirements, back fill and restoration.

Directional Bore – ¾" - 2" (Cobble) – (see general boring guidelines above for further detail) requires specific instruction and advanced approval from IGU Project Manager to be a billable item. Cost to bore and install ¾" - 2" gas pipe. Includes cost to dig bore pits, bore, install pipe and trace wire, as built requirements, back fill and restoration.

Directional Bore – 4" (Cobble) – (see general boring guidelines above for further detail)

Requires specific instruction and advanced approval from IGU Project Manager to be a billable item. Cost to bore and install 4" gas pipe. Includes cost to dig bore pits, bore, install pipe and trace wire, as built requirements, back fill and restoration.

Directional Bore – 6" (Cobble) – (see general boring guidelines above for further detail)

Requires specific instruction and advanced approval from IGU Project Manager to be a billable item. Cost to bore and install 6" gas pipe. Includes cost to dig bore pits, bore, install pipe and trace wire, as built requirements, back fill and restoration.

Directional Bore – 8" (Cobble) – (see general boring guidelines above for further detail)

Requires specific instruction and advanced approval from IGU Project Manager to be a billable item. Cost to bore and install 8" gas pipe. Includes cost to dig bore pits, bore, install pipe and trace wire, as built requirements, back fill and restoration.

BORE (HOG)

Road Bore (Hog) ¾" - 2" – applies to hog bores across roads only. Cost to dig bore pit, bore with hog. Includes cost to dig bore pits, bore, install pipe and trace wire, as built requirements, back fill and restoration.

Driveway Bore (Hog) ¾" - 2" – applies to hog bores across roads only. Cost to dig bore pit, bore with hog. Includes cost to dig bore pits, bore, install pipe and trace wire, as built requirements, back fill and restoration.

Yard Bore (Hog) ¾" - 2" – applies to hog bores across roads only. Cost to dig bore pit, bore with hog. Includes cost to dig bore pits, bore, install pipe and trace wire, as built requirements, back fill and restoration.

Potholing

Potholing for utility lateral, 0'-7' Deep bid item shall be paid for at the unit price bid per each individual request by the IGU Project Manager. Unit bid price to include all excavation requirements, equipment, debris removal to locate a storm, sanitary sewer lateral, gas main, fiber, coaxial wire, duct, telephone or water main to determine visual verification and depth of bury.

If the Contractor damages the utility, the Contractor must repair the utility lateral at his cost. All restoration required will be included in the line item unit price. Potholing for utility lateral, requires specific instruction and advanced approval from IGU Project Manager to be a billable item.

Potholing for utility lateral unit bid price is not to be an extra bid item billable to the composite - Complete ¾"-2" dia Service line Installation composite price 0 – 412 LF.

Potholing for utility lateral, 7'-10' Deep bid item shall be paid for at the unit price bid per each individual request by the IGU Project Manager. Unit bid price to include all excavation requirements, equipment, debris removal to locate a storm, sanitary sewer lateral, gas main, fiber, coaxial wire, duct, telephone or water main to determine visual verification and depth of bury.

If the Contractor damages the utility, the Contractor must repair the utility lateral at his cost. All restoration required will be included in the line item unit price. Potholing for utility lateral, requires specific instruction and advanced approval from IGU Project Manager to be a billable item. Potholing for utility lateral unit bid price is not to be an extra bid item billable to the composite - Complete ¾"-2" dia Service line Installation composite price 0 – 400 LF.

Concrete Pavement

Removal of Concrete Pavement bid item shall be compensated by the square foot of

Pavement removed. Unit bid price to include all excavation removal requirements, equipment, debris removal and disposal of materials at a suitable offsite location. Safety cones, safety barrels or safety candles with caution tape to secure the site for safety after hours. Removal of concrete pavement is applicable to public roads, alleys, and private drives, but not including sidewalks.

Asphalt or Flexible Pavement

Removal of Asphalt or Flexible Pavement bid item shall be compensated by the square foot of

Pavement removed. Unit bid price to include all excavation removal requirements, equipment, debris removal and disposal of materials at a suitable offsite location. Safety cones, safety barrels or safety candles with caution tape to secure the site for safety after hours. Removal of asphalt pavement is applicable to public roads, alleys, and private drives, but not including sidewalks.

Asphalt Pavement – Base bid shall be paid for by the ton. Unit bid item shall include the bituminous materials, labor and equipment for placement, compaction, and protection.

Granular Backfill bid item shall be used to backfill excavations where the Engineer or PM determines that Granular Backfill is required because excavated spoils are unsuitable. Payment for Granular Backfill will be by the CY of material installed. No additional payment for removal and disposal of unsuitable excavated spoils will be given.

Aggregate Sub

Aggregate Sub - Base bid item shall also be used to backfill excavations where the Project Manager determines that Aggregate Base should be replaced as part of a permanent or temporary sub –base or driving surface. Payment for installed Aggregate Base will be measured by CY of material installed. If the aggregate base is installed as a temporary driving surface a second payment will not be granted to prepare the aggregate base for the permanent restoration. Removal and disposal of unusable excavated spoils, excess material, or broken up pavement surfaces shall be incidental.

D 1 Aggregate Sub – Base bid item shall also be used to backfill excavations where the Project Manager determines that Aggregate Base should be replaced as part of a permanent or temporary sub –base or driving surface. Payment for installed Aggregate Base will be measured by CY of material installed. If the aggregate base is installed as a temporary driving surface a second payment will not be granted to prepare the aggregate base for the permanent restoration. Removal and disposal of unusable excavated spoils, excess material, or broken up pavement surfaces shall be incidental.

Concrete

4" Concrete Walk – Base bid replacement shall be compensated for the square foot replaced. The unit bid price includes removal and disposal of the existing concrete sidewalk, placement of a 6" thick gravel base with compaction, welded wire mesh, concrete materials and labor to construct replacement sidewalk.

Concrete Driveway Aprons, Alley Aprons, or street patching – Base bid replacement shall be compensated for the square foot replaced. A repaired concrete apron shall be replaced per the City of Fairbanks standard specification details; a concrete driving surface shall be repaired to match the existing roadway section. The unit bid item shall include materials and preparation of an 8" thick gravel base layer, concrete materials, labor, curing protection, and any other items incidental to the repair.

Concrete Curb and Gutter – Base bid replacement shall be paid for by the lineal foot of new curb and gutter installed. This item will include materials and preparation of an 8" thick gravel base, concrete materials, labor, Dowling into existing curb and gutter as per the City of Fairbanks specifications and protection to provide replacement curb and gutter. This payment item will also include removal of the pre-existing curb and gutter, concrete sawing if necessary, and disposal of the materials offsite.

Trench Box

Trench Box Installation and Removal base bid shall be by the occurrence when Installation is at one specific location. Duration of the trench box being in place will not warrant additional payment. Additional payment will not be made for a second installation to the Contractor if a trench box is installed and removed before work is completed.

Bollards

Bollards base bid shall be for each concrete filled steel pipe bollard installed with the purpose of protecting above ground gas utility equipment and shall include all work to saw cut, excavate, install, backfill and final restoration for each. The bollards shall be constructed in accordance with the pipe bollard detail in the City of Fairbanks Standard Construction Specifications when directed and located by the Project Manager. Bollards are to be buried a Min. of 48" below grade. Bollards are to be 48" above grade. Bollards are to be coated with a galvanized yellow paint.

Saw Cutting Bituminous or Concrete Payment base bid shall compensated by the lineal foot of cut to full depth. Effort shall be made to cut concrete driving surface panels at construction joints whenever possible.

Turf / Lawn

Turf / Lawn Restoration base bid shall compensated by the SF Unit price. Turf establishment shall consist of importing topsoil, seeding, fertilizing, watering and applying Type 1 erosion control blanket, or hydro-mulching all disturbed turf areas. Payment for turf establishment shall include salvaging or providing topsoil borrow material, placing 4 inches of topsoil, shaping or otherwise preparing the ground for turf restoration of the areas disturbed by the construction of the gas main or service line construction. Turf / Lawn Restoration unit bid price is not to be an extra bid item billable to the composite - Complete ¾"-2" dia Service line Installation composite price 0 – 400 LF.

Attachment B. -- Statement of Work – General

THE WORK – SDR -11 GAS MAINS, GAS MAIN EXTENTIONS AND SERVICE LINE

Prior to beginning work, IGU SOP outlined Training under Special Conditions Section must be followed and completed, with all completed documentation to be turned into the Project Manager.

The outlined Training under Special Conditions Section, are to be the Standards of Construction to follow under the contract.

IGU to supply (1) copy set of the Standards of procedures SOP to the awarded contractor.

Reference: Attachment A-1 Special Conditions

THE WORK

This work shall consist of constructing SDR-11 gas mains, service lines and main line extensions and connections to existing gas main. All work shall be performed in accordance with these Special Provisions and the IGU Standard Specifications including Qualifications for Joining PE Pipe, except as modified herein.

- I. Gas pipe installation thru trench method.
- II. Gas pipe installation thru plow method
- III. Gas pipe installation thru hog method
- IV. Gas pipe installation thru Horizontal Directional Drilling method
- V. Gas pipe installation thru a combination of the above stated methods

Gas service line installation will be installed as a finished composite flat rate. This shall be billable by the contractor to the owner only as a set composite flat rate price per individual Purchase Order or associated Work Order.

The Gas service line installation finished composite flat rate are as follows:

Complete ¾" Service line Installation composite price 0 – 400 LF.

Complete 2" Service line Installation composite price 0 – 400 LF.

All Gas service line composite flat rate unit price shall include the following:

Method of gas line installation by contractor

Electrofusion hot tap

Trace wire installation

EFV installation

Electrofusion couplings

Gas riser installation

Gas valve installation

Purge and pressure test

Restoration of topsoil n seed method

Basic traffic control in a residential area

GIS and As Built requirements

Project Documentation and As built

Gas Main Lines and Service lines installed thru trenching / plow methods

All proposed HDPE SDR-11 Gas Main Lines installed thru trenching shall have 12 GA trace wire. Trace wire is to be tested for traceability and continuity prior to being buried or back filled. After backfilling the gas main line or service line, a second traceability and continuity test will be completed. Written documentation is required for both traceability and continuity tests

Trench Box Installation and Removal shall be made by the occurrence when installation at one specific location. Duration of the trench box being in place will not warrant additional payment. Additional payment will not be made for a second installation to the Contractor if a trench box is installed and removed before work is completed.

Horizontal directional drilling

All proposed HDPE SDR-11 Gas Main Lines and service lines installed thru Directional Drilling shall have 6 GA / 10 GA / 12 GA trace wire. All AK-DOT main road crossings, Hwys and river crossings will have 6 GA trace wire. Trace wire is to be tested for traceability and continuity prior to backfilling bore hole pits. Written documentation is required for traceability and continuity tests.

When these gas services require horizontal directional drilling, the Contractor shall furnish and install the gas service by horizontally directional drill. The Contractor shall test the gas service, riser, excess flow valve, PE service valve (if required), electro fusion tapping tee or butt fusion tapping tee. The Contractor shall be responsible for the excavation and backfilling of the gas service and gas main trench as necessary, including directional drilling bore hole pits.

Gas main line extensions and service lines - connecting to the existing gas distribution network

All proposed HDPE SDR – 11 gas main line extensions and service lines are to be connected to the existing gas main lines. Sub-Contractor to connect to and carry gas throughout the proposed main line extensions and service lines as per IGU Specifications and SOP's.

1. Gas pipe Tie into existing active mains

- i. 2" and ¾" HDPE SDR-11 Gas Service Lines are to be connected to the Gas Main Line with the use of an Electro Fusion saddle tap & hot tap.
- ii. All new Gas Main Lines, Gas Main Line Extensions and Gas Service Lines are to be pressure tested and pigged per SOP specifications prior to connecting to an active Gas Main Line.
- iii. IGU Operator or Engineer will be on site for quality control and observe the service line gas pipe tie-in insulation. Observation will include the following: proper excavation safety, gas pipe squeeze and release, gas pipe placement for squareness, gas pipe fusion, gas pipe electro fusion, trace wire installation, testing for continuity and purging of new gas main line or gas main line extension.

IGU operator or Engineer will review the pressure test records for the gas main line installation, gas main line extension and service line installations. Air pressure test of the new gas line installation must pass prior to beginning the squeezing off of the existing active gas main line for tie –in.

EFV Installation

Excess Flow valve or a Manual service line shut-off valve on all new or replaced service lines will be installed per accordance with the PHMSA 192.383 and 192.385. Excess Flow valves and manual service line shut-off valves shall be installed for new or replaced service lines for multi-family residences, including apartment buildings and other multi-residential dwellings and small commercial buildings.

Excess Flow Valves (EFV) shall be paid for at the unit price bid per Each and shall be compensation in full for all costs to excavate, isolate service, install a EFV including connection fittings, testing, backfilling and turf establishment. Locating wire shall be repaired using split bolt connections and wrapped with approved waterproof material called out in the standard specifications shall be incidental. This pay item shall only be used when installing the EFV where no other gas work is required. Other gas work includes reconnecting an existing service.

All new EFV installations should be installed at a location that will allow accessibility for IGU. EFV installation will be no closer than two feet from the active gas main line. An EFV location exception must be approved by IGU Engineering and be identified on the Service Line Work order

- A. Before installing the EFV, confirm that the information printed on the product label matches the correct size of the job specification.
- B. Follow the manufacturer's installation instructions and procedures.
- C. IGU Engineering will size EFVs based on customers load requirements and the manufacturer's specifications.
- D. Do not fuse the EFV/Curb valve directly to a tapping tee. Install a piece of pipe between the tee and the EFV to allow the placement of the EFV in the approved location.

- E. Install the EFV with the Flow Direction Arrow on the valve pointed downstream (towards meter). EFVs can only work in one direction, and will fail if installed incorrectly.
- F. Note the installation of all EFV/Curb valve on Work Orders. All service lines with EFV shall be clearly tagged at the meter and noted in the Company's as-built maps.
- G. Air Test and Purge the Service line per SOP 2110 "Testing and Purging Distribution Facilities.
- H. Use caution when working on a service line where the EFV has closed and expect a small gas leakage. Use plastic pipe pinch-off tools to eliminate all gas leakage at a repair point downstream of an EFV.
- I. Install the Excess Flow valve tag / steel washer on the riser.

Testing Locate Wire Continuity

The Contractor shall be responsible for electrically testing the locating wire continuity after installation of each section of continuous tracer wire. If the continuity test fails, the Contractor shall be responsible for repairing or reinstalling the tracer wire and retesting the locating wire continuity. The Contractor shall be responsible for the installation of at least one locating wire with electrical continuity throughout the entire length. No payment shall be made for a pipe with a tracer wire that has not passed a continuity test. All costs of electrically testing the locating wire continuity, repairing continuity or reinstalling the tracing wire and retesting the locating wire continuity shall be considered incidental to the installation of the pipe and shall be the Contractor's responsibility.

IGU will provide (3) types of trace wire for 2020. Trace wire to be 6GA, 10GA & 12 GA and is to be used in very specific types of Directional Drilling & open trench construction.

Types of wire use conditions are to be the following:

- A. 6 GA wire is to be used for Directional Drilling (HDD), in areas of river crossings, Sloughs, Arterial roads & areas of underground rock formation.
- B. 10 GA wire is to be used for crossing of Secondary & Residential roads.
- C. 12 GA wire is to be used for open trenching and along ROW's in soft soils.
 - i. It is up to the discretion of the IGU Engineer or Project Manager to make wire change decisions.

EXCLUSIONS

- A. Surveying & ROW staking
- B. Engineering & Field lay outs
- C. Traffic control plans
- D. Various permitting to govt authority agencies.
- E. All gas pipes, fittings, couplings, warning tape & trace wire is to be supplied by IGU.

GIS

The contractor will be taking GIS / Survey data collection points on all new underground gas main line, gas main line extensions and service line work for 2020. The contractor is also responsible for all the GIS / Survey data points for all gas fittings, EFV, gas couplings, gas pipe per diameter, Electrofusion tapping tees and gas riser location.

All OPEN TRENCH will have GIS / Survey data collection points taken after proposed Gas pipe is laid in the trench, along with the depth of the pipe, including tie in excavation hole located at gas main, prior to back filling the same day. Collection points to be not more than 25 feet apart on gas main lines and service lines. Collection points to be taken for all installed fittings.

In areas of Directional Drilling, GIS / Survey data collection points personnel shall do the following;

- i. Work with the directional drilling locator and their drill log records, for location of gas pipe & depth of pipe in the field.
- ii. Take the GIS / Survey data points in the field on a daily basis. Data points shall be not more than 25 feet apart.

All GIS / Survey data points are to be completed in the same day as the work projects scheduled for that day have been completed.

IGU will provide the contractor with a hand held field GIS / Survey data collection point device. This device will be preloaded of all the required itemized pallets to be used in the field.

- i. Contractor is to schedule a training session with the IGU scheduled Engineer for directions on how to use the hand held field GIS / Survey data collection point device and its internal itemized pallets that will be used on a daily basis.

Contractor is to bring the hand held device each Tuesday at 9 am to the IGU Engineering office while all gas work is in progress for the following:

- i. Down load the previous gas work (work performed the previous week) into the IGU data base with an IGU scheduled Engineer.
- ii. To confirm the information collected is correct and / or if adjustments need to be corrected.
- iii. If the GIS / Survey data collection points are not correct or the itemized pallets are not completed as required, the contractor at no extra expense to the Owner will perform the GIS / Survey data collection point over, until the required data is completed properly.
- iv. The Owner has the right to remove the contractors GIS / Survey data collection points personnel from this position when the contractors personnel has failed to complete the same GIS / Survey data collection points (3) times.

Hand held field GIS / Survey data collection point device instructional guide is listed in the back of this RFP. Additional assistance can be sought from the IGU scheduled Engineer, by appointment.
See As- Built requirements also.

PROJECT FOLDERS, DOCUMENTATION and AS-BUILTS

Contractor is to turn in the required as-built, work documentation and completed project folders on a weekly basis each Tuesday at 9 am to the IGU scheduled Engineer while all gas work is in progress.

The as-built, work documentation and completed project folders are to be turned into the scheduled IGU Engineer that will consist of the following:

- B. Permitted to construct red-line drawings of the gas main, gas main extension or gas service line will include the following;
 - i. Construction permitted drawings, IGU Engineering shop drawings or Field lay out by IGU Engineering that will show the location of the constructed gas main, gas main extension or gas service line locations and footages. Will include swing ties with footage to a fire hydrant, bldg. corner, utility pole, man hole, storm drain grate, etc.
 - ii. AS built drawings are to be legible and in paper format.
 - iii. As built drawings are to be included with the other hard paper PHMSA required forms and documentation.
 - iv. As built are to be turned in with the proper project address on each page or sheet, including the project number.
- C. Work documentation and completed project folders will consist of the following requirements:
 - i. The proper project address on each page or sheet, including the project number.
 - ii. In-line EFV and required field documentation sheet
 - iii. Carsonite & Smart Post locations, located on the as-built red line dwgs
 - iv. Pressure verification test form.
 - v. Gas line pigging & purging verification form.
 - vi. Gas pipe, riser & valve Leak test and trace wire verification form.
 - vii. Damage to existing utilities, damage to existing utilities repaired form.
 - viii. Restoration of site for lawn, grass, asphalt and concrete blank form.
 - ix. Remove TCP cones, safety devices, surveyor staking when project is completed form.
 - x. Gas pipe, parts and material order form
- D. PROJECT FOLDERS, DOCUMENTATION and ASBUILTS unit bid price is not to be an extra bid item billable to the composite - Complete ¾"-2" dia Service line Installation composite price 0 - 400 LF bid items
- E. Project Folders and forms for documentation will be provided by the IGU Engineering Dept.

- F. Work documentation and completed project folders are to be delivered to the IGU scheduled Engineer in both of the following;
- i. Hard paper copy format
 - ii. In electronic PDF format on a USB. The USB will be uploaded on a weekly basis each Tuesday at 9 am to the IGU scheduled Engineer while all gas work is in progress. The USB configuration will consist of the following:
 1. Individual project file folders labeled with the street address, project number or project location
 2. Each individual project folder shall contain a single copy in pdf format of the following:
 - i. Copy of work order
 - ii. Copy of service application
 - iii. AS built Dwgs
 - iv. In-line EFV and required field documentation sheet
 - v. Pressure verification test form.
 - vi. Gas line pigging & purging verification form.
 - vii. Gas pipe, riser & valve Leak test and trace wire verification form.
 - viii. Damage to existing utilities, damage to existing utilities repaired form.

Additional IGU Requirements

Gas SDR-11 Underground pipe Construction requirements to include the following:

- A. Gas pipe installation as per IGU specifications and SOP's.
- B. Contractor shall not use any other materials other than those approved and supplied directly by IGU.
- C. All underground gas pipe is to be SDR-11 Gas pipe, with a yellow stripe.
- D. Gas Main lines and Gas Main Line Extensions are to be buried a Min. of 48".
 - a. 40" over top of pipe.
 - b. 48" of cover under streets and roads.
- E. Gas Service lines are to be buried a Min. of 18".
- F. Back fill as per IGU, AK-DOT, FNSB & City of FBKS road & walk way specifications.
- G. Gas lines are to be installed 3'-5' from edge of pavement, approx. 1'-2' off the edge of the ROW or as directed by the IGU Engineer.
- H. Pressure testing of new Gas Main lines, Gas Main Line Extensions must be tested to 150psi for a minimum of 60 minutes.
- I. Pressure testing of new Gas Service lines must be tested to 150psi for a minimum of 30 minutes.

- J. Air pressure test to for every 1,000 LF of new installed pipe, prior to being placed in service through connection into the existing IGU Distribution System.
- K. Fusion of pipe as per manufacturer specifications.
- L. All pipe and fittings are to be connected through fusion welding (Butt or Electric).
- M. Contractor is to perform the required live tie into the Main Line or Main Line Extension as per the requirements with in the field, permitted drawing set and IGU SOP's.
- N. Proposed finished gas line mains including pressure test reports, must be inspected by IGU prior to connection into the IGU existing distribution system.
- O. All new gas pipe build out shall be constructed with gas pipe Tee's, that include in line butt fusion connections. In special situations, Electro fitting couplings may be used along with Electro Fusion hot taps. Special situations will be discussed & confirmed in the field with the IGU Project Manager.
- P. Contractor is to supply and install all temporary / permanent SWPPP devices to meet the requirements of the approved IGU SWPPP.
- Q. Mail Boxes: Removal of existing mail boxes and newspaper delivery tubes within the project limits and replacement / re-installation will be at the contractor's expense.
- R. Fences and other private property items in ROW & construction limits: Removal of existing fences, gardens, planting boxes & fixed ornamental statues within the project limits including replacement / re-installation will be at the contractor's expense.
- S. Property Corners & Monuments are not to be disturbed. Repair, replacement of property corners or monuments will be completed by a State of Alaska Licensed Surveyor at the contractor's expense.
- T. All disturbed areas, including asphalt & concrete are to be re-stored back to native pre-existing conditions.
- U. Asphalt & Concrete replacement refer to AK-DOT standards & specifications.

Permissible Service Outage Hours

The contractor shall not shut off or interrupt gas service to any customer prior to 8 A.M. each day. Every service interrupted must be restored with either temporary connection using the existing meter or the permanent installations completed on that same calendar day. These Requirements do not restrict the contractor's overall hours of operation.

Attachment B-1 – Statement of Work Owner Supplied Materials and Services

GAS MAIN LINE EXTENTIONS AND SERVICE LINE MATERIALS AND WORK TO BE FURNISHED BY THE

The IGU will furnish the following materials and work for the IGU Distribution Gas Main and Service Line Installations at no cost to the Contractor. Contractor is to excavate and backfill at no cost to the IGU unless a bid item is provided therefore in order to allow the IGU to perform said work.

The IGU shall furnish the gas material for all new gas service lines, main line extensions and other gas type of work that is associated to the natural gas industry.

The IGU shall furnish the gas riser, excess flow valve, PE service valve (if required), electro fusion tapping tee or butt fusion tapping tee SDR-11 gas pipe and associated fittings and couplings, various dia trace wire and gas riser valves.

The IGU shall furnish all gas fittings, gas pipe, tees, elbows, couplings and trace wire for gas main line work from 3/4" dia to 8" dia.

Attachment B-2.

Purchase Order Example

Work Order Example

ORDERED BY: Interior Gas Utility 3408 International Street Fairbanks, AK 99701 USA	<h1>PURCHASE ORDER</h1>
-------------------------------------------------------------------------------------------------------	-------------------------

Voice:	907-452-7111	Purchase Order No:	xxxxxx
Fax:	907-457-8111	Date Issued:	xx/xx/xxx

Page 1 of X

TO: <i>(Term Contractor Contact Info)</i>	Ship To: Interior Gas Utility 3408 International Street Fairbanks, AK 99701 ATTN: Mark Rockwell mrockwell@fngas.com
-----------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------

Completion Date	Term Contract Number	Account No.	Terms
Xx/xx/xx	<i>(term contract Number)</i>		Net 30

Quantity	Description	Amount	Job ID
Estimated Number of Installations	<p>Contractor will provide service line installations in accordance with the Term Contract referenced above and attached statement of work (Date and # pages) and proposal (Date and # pages).</p> <p>The number of installations is expected to be XXX.</p> <p><i>(either or)</i></p> <p>IGU will pay the contractor a lump sum price not to exceed \$\$\$\$_____ as negotiated per the attached proposal.</p> <p>Or</p> <p>IGU will pay the contractor per the fixed unit prices established in the contract and the hourly rates as approved by the Project Manager per the contract.</p> <p>Contractor is requested to acknowledge receipt of this PO by signing below, scanning the document, and e-mailing this page of PO back to: CGillespie@fngas.com.</p> <div> <div> Signature of Company Rep </div> <div> Date </div> </div>		Service Line Installations

Total All Pages:	\$XX,XXXX.
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Authorize Signature _____

Dan Britton, IGU General Manager

Date Issued:

Service Line Installations

Work Order Example

FAIRBANKS NATURAL GAS		Work Order	
Work Order #: 000000003646			
Name: <u>PROPERTY OWNER</u>		Issue Date: <u>XX/XX/2020</u>	
Location No: _____		Process Date: <u>XX/XX/2020</u>	
Account No: _____		Process Time: _____	
Route: <u>999 EXAMPLE</u> Read Seq: _____		Requested By: _____	
Address: _____		Assigned To: _____ By: _____	
Phone No: _____			
<u>Completion Information</u>			
Work Done By: _____		Date Completed: _____ Time: _____	
Completion Comments: <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>			
<u>Tasks</u>			
Task 1: NEW - NEW METER			
Service: <u>GAS</u>		Meter Make: _____ Remote No: _____	
Prior Read Date: _____		Prior Read: _____ Transmitter No: _____	
Old Meter No: _____		Old Meter Read: _____ Current Pressure Factor: _____	
New Meter No: _____		New Meter Read: _____ New Pressure Factor: _____	
Task Request Comments:		Utility Notes: _____	
THIS IS AN EXAMPLE WORK ORDER FOR A SERVICE LINE OR MAIN INSTALL.			
Task Completion Comments: <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>			