

BIDDER'S CHECKLIST

This checklist shall be included as the first page of the submitted bidding documents. As outlined in article 7 of the Bid Form the following items shall be included with the submitted bidding documents:

	-	Properly Executed Bid Form (Including the acknowledgement of all Addenda)
✓	A.	Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided); Bid Bond shall be include an executed Power of Attorney.
✓	B1.	Identification of Minority Business Participation
✓	B2.	Affidavit A, Listing of Good Faith Efforts; or Affidavit B, Intent to Perform Contract with Own Workforce

BID FORM

Project: Lawrence Crossing Sewer Outfall Replacement

Bid From: **Pipeline Utilities, Inc**

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**TOWN OF APEX
P.O. BOX 250, 105-B UPCHURCH STREET
APEX, NC 27502**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
1	01/07/2022
2	01/20/2022
3	01/26/2022

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related

reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
Sewer Main Replacement					
1	Mobilization [Max. 3% of Base Bid]	LS	1	37,000 ⁻	37,000 ⁻
2	Open-cut Installation of 8-inch C900 DR18	LF	660	125 ⁻	82,500 ⁻
3	Open-cut Installation of 12-inch C900 DR18	LF	1,230	141 ⁻	173,430 ⁻
4	Open-cut Installation of 12-inch DIP Class 350	LF	192	128 ⁻	24,576 ⁻
5	Open-cut Installation of 18-inch C905 DR18	LF	270	285 ⁻	76,950 ⁻
6	Bore and Jack 16-Inch Casing	LF	30	1,110 ⁻	33,300 ⁻
7	Install New 4-foot Dia. Manhole (8'-12' Deep)	EA	4	6,600 ⁻	26,400 ⁻
8	Install New 5-foot Dia. Manhole (0'-8' Deep)	EA	1	6,500 ⁻	6,500 ⁻
9	Install New 5-foot Dia. Manhole (8'-16' Deep)	EA	4	11,900 ⁻	47,600 ⁻
10	Install New 5-foot Dia. Composite Manhole (Proposed MH9)	LS	1	39,000 ⁻	39,000 ⁻
11	Install New 6-foot Dia. Manhole (8'-16' Deep)	EA	1	13,500 ⁻	13,500 ⁻
12	Abandon Existing Manhole In-Place	EA	12	1,928 ⁻	23,136 ⁻
13	Abandon Existing Manhole by Removal	EA	3	1,928 ⁻	5,784 ⁻
14	Connect New Sewer Main to Existing Manhole	EA	2	4,500 ⁻	9,000 ⁻
15	Transfer / Reroute / Extend Service Lateral and Connect to New Manhole	EA	3	1,730 ⁻	5,190 ⁻
16	Transfer / Reroute / Extend Service Lateral and Connect to New Sewer Main	EA	11	2,340 ⁻	25,740 ⁻
17	Install Cleanout on Service Lateral	EA	10	511 ⁻	5,110 ⁻
18	Connect Existing Force Main to Proposed Manhole 9.	LS	1	3,900 ⁻	3,900 ⁻
19	Plug Existing Sewer Main Inside Existing Manhole	EA	2	750 ⁻	1,500 ⁻

20	Cementitious Lining of Existing Manhole (1-inch thickness)	VF	15.5	900 ⁻	13950 ⁻
21	Cementitious Lining of Existing Manhole (2-inch thickness)	VF	7.5	2074	15555 ⁻
22	Bypass Pumping	LS	1	150000	150,000 ⁻
23	Allowance for Miscellaneous Utility Adjustments	N/A	1	N/A	\$25,000.00
Site Work					
24	Asphalt Cut & Patch Town Road	SY	780	115 ⁻	89,700 ⁻
25	Asphalt Cut & Patch NCDOT Road (5" I19.0B)	SY	40	231 ⁻	9,240 ⁻
26	Asphalt Milling and Final Overlay NCDOT (Mill 1.5", 1.5" S9.5A Overlay)	SY	200	39 ⁻	7800 ⁻
27	Concrete Sidewalk Replacement	SY	150	94 ⁻	14100 ⁻
28	Concrete Curb and Gutter Replacement	LF	100	61 ⁻	6,100 ⁻
29	Flowable Fill	CY	100	410 ⁻	41,000 ⁻
30	Exploratory Excavation (up to 4' x 4' Pit)	EA	4	975 ⁻	3900 ⁻
31	Remove and Replace Existing Residential Privacy Fence	LF	50	32 ⁻	1,600 ⁻
32	Temporary Stream Pump Around	EA	1	6300 ⁻	6,300 ⁻
33	Undercut Pipe Trench and Replace with No. 67 Stone for Pipe Foundation	CY	100	84 ⁻	8,400 ⁻
34	Select Backfill	CY	300	65 ⁻	19,500 ⁻
35	Rock Excavation Mechanical method	CY	50	387 ⁻	19,350 ⁻
36	Stream Bank Stabilization Class II Rip Rap	TON	10	129 ⁻	1,290 ⁻
37	Install Rock Check Dam	EA	20	245 ⁻	4,900 ⁻
38	Wattle Inlet Protection Device	EA	40	236 ⁻	9,440 ⁻
39	Erosion Control slope and ditch stabilization matting	SY	220	4 ⁻	880 ⁻
40	Traffic and Pedestrian Control	LS	1	98000 ⁻	98,000 ⁻
41	Tree Protection Fencing	LF	3000	3 ⁻	9,000 ⁻
42	Stabilized Construction Entrance	EA	2	4900 ⁻	9,800 ⁻
43	Clearing & Grubbing	LS	1	49000 ⁻	49,000 ⁻
44	Cleanup & Seeding (Min. 5% of Total Bid Items (#2, #3, #4 and #5)	LS	1	22079 ⁻	22,079 ⁻

45	Allowance for 3 rd Party Vibration Monitoring and Soil Compaction Testing	N/A	1	N/A	\$5,000.00
Total of All Unit Price Bid Items (1-45)					<u>1,281,000</u>

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids = Total Bid Price \$ 1,281,000

Time of Completion

- 5.02 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 5.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 6 – ATTACHMENTS TO THIS BID

- 6.01 The following documents are submitted with and made a condition of this Bid. Failure to provide the documentation with the bid may be grounds for rejection of the bid.:
 - A. Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided).
 - B. In accordance with GS 143-128.2(c), Bidder shall identify on its bid the minority businesses that it will use on the project and the total dollar value of the bid that will be performed by the minority businesses and list the good faith efforts (Affidavit A) made to solicit participation. A Bidder that will perform all of the work with its own workforce may submit an Affidavit (B) to that effect in lieu of the affidavit (A) required above.
 - 1. Identification of Minority Business Participation.
 - 2. Affidavit A, Listing of Good Faith Efforts; or Affidavit B, Intent to Perform Contract with Own Workforce.
 - C. Submit the Bidder's Checklist as provided in the bidding documents with the bid submittal. The Checklist shall be completed and included as the first page of the submittal.
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - E. Contractor's License No.: 13040
- 6.02 After the bid opening the Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low Bidder, the Bidder shall then file within 72 hours of the notification of being the apparent lowest bidder, the following:

- A. An Affidavit (C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the goal established by the Owner and indicated in the Instruction to Bidders, paragraph Minority Participation Goals. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort; or
- B. Affidavit (D) of its good faith effort to meet the goal. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.

6.03 Bidder understands that if this Bid is accepted by the Owner, Bidder shall not substitute for the subcontractors named in the Bid Documents except as allowed in the Supplementary Conditions.

ARTICLE 7 – DEFINED TERMS

7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 8 – BID SUBMITTAL

Contractor’s License

- A. Number: 13040
- B. Classification: Unlimited
- C. Limitation: Unclassified

Employer’s Tax ID No.: 56-1118588

BIDDER: *[Indicate correct name of bidding entity]*

Pipeline Utilities, Inc

Telephone Number: 919-772-4310

Fax Number: 919-772-3261

Contact Name and e-mail address: Bryon Brown

bbrown@pui-nc.com

This Bid Submitted by:

An Individual

Name: _____
(Type or print)

By: _____
(Individual’s Signature)

Doing Business As: _____
(Type or print)

A Partnership

Partnership Name: _____

The Organization and Internal Affairs of the Partnership are governed by the laws of the State of: _____

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

Name: _____
(Type or print)

Title: _____
(Type or print)

Attest: _____
(Signature of Corporate Secretary)

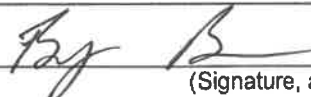
A Corporation

Corporation Name: **Pipeline Utilities, Inc**

State of Incorporation: **NC**

Type (General Business, Profession, Service, Limited Liability):

General Contracting

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

Name: **Bryon Brown**
(Type or print)

Title: **Vice President**
(Type or print)

Attest:  _____ Corporate Seal
(Signature of Corporate Secretary)

Date of Qualification to do business in North Carolina is **06/12/1981**

Limited Liability Company – LLC

Name of LLC: _____

Name of State under whose Laws the Limited Liability Company was formed: _____

By: _____
(Signature of Manager)

Name: _____

(Type or print)

Title: _____
(Type or print)

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Pipeline Utilities, Inc.
2204-F Associate Drive
Raleigh, NC 27603

SURETY (Name, and Address of Principal Place of Business):

Arch Insurance Company
Harborside 3, 210 Hudson Street, Suite 300
Jersey City, NJ 07311

OWNER (Name and Address):

Town of Apex
P.O. Box 250, 105-B Hunter Street
Apex, NC 27502

BID

Bid Due Date: February 10, 2022

Description (Project Name— Include Location): Lawrence Crossing Sewer Outfall Replacement

BOND

Bond Number: Bid Bond

Date: February 10, 2022

Penal sum

Five Percent of Amount Bid

\$ 5%

(Words)

(Figures)

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

BIDDER

Pipeline Utilities, Inc

(Seal)

Bidder's Name and Corporate Seal

SURETY

Arch Insurance Company

(Seal)

Surety's Name and Corporate Seal

By:

Signature

Bryon Brown

Print Name

Vice President

Title

Attest:

Signature

Title

Secretary

By:

Signature (Attach Power of Attorney)

Heather Segrist

Print Name

Attorney-In-Fact

Title

Attest:

Signature

Title

Bobbi Pendleton

Account Manager

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Adam Pfanmiller, Bobbi D. Pendleton, Brooke Gagne, Christopher A. Lydick, Heather Segrist, James H. Keen, Jason Lee Sayers, Jennifer Pollard, Julia C. McElligott, Kenneth J. Peoples, Megan S. Bartman, Phoebe C. Honeycutt and Rhonda Bush of Durham, NC (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 29th day of January, 2021.

Attested and Certified

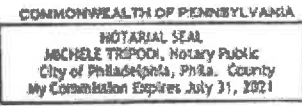
Regan A. Shulman
Regan A. Shulman, Secretary



Arch Insurance Company
Stephen C. Rusechak
Stephen C. Rusechak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Rusechak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi
Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated January 29, 2021** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Rusechak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 10 day of February 2022

Regan A. Shulman
Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

Identification of Minority Business Participation

I, Pipeline Utilities, Inc
(Name of Bidder)

do hereby certify that on this project, we will use the following minority business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work type	*Minority Category
Puryear Trucking / 919-291-9785	trucking	F
5844 Lease Lane, Raleigh, NC 27617		

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

The total value of minority business contracting will be (\$) 90,000.00.

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of Wake

(Name of Bidder)

Affidavit of Pipeline Utilities, Inc

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts) Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 02/10/2022 Name of Authorized Officer: Bryon Brown

Signature: *Bryon Brown*

Title: Vice President



State of North Carolina, County of Wake
Subscribed and sworn to before me this 10th day of February 2022
Notary Public Denise Cooke
My commission expires 2-10-2022

License Year

2022

License No.

13040

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Pipeline Utilities, Inc.

Raleigh, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: Unclassified

until

December 31, 2022

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

January 01, 2022

This certificate may not be altered.



J. E. Runnells
Chairman

C. Hank Wiener
Secretary-Treasurer