

Terminal Civil/Mechanical, Dock Mechanical, & 12-inch HDD RFP

SECTION 1 – INTRODUCTION

SECTION 2 – INSTRUCTIONS TO BIDDERS

SECTION 3 – GENERAL CONDITIONS

SECTION 4 – AFFIRMATIVE ACTION

SECTION 5 – PROJECT WORK SCOPE

SECTION 6 – ITEMIZED BID SHEET (see attached Excel file)

ATTACHMENTS

- Contractor Timekeeping and Invoicing Policy
- Drawing Packages/Models
- North Energy Renewables Contractor Rate Sheet Guidelines
- COMPANY Approved Manufacturer List
- Contractor's Release and Waiver of Liens
- Procedures for Contractor Planning, Scheduling, and Progress Reporting
- Contractor Health Safety & Environmental Handbook
- Change Order Form
- Example – City of Stockton Special Inspection & Testing Agreement
- Construction Emissions Mitigation Measures
- Pipeline Crossing Agreement – Union Pacific
- Port Temporary Work Space (TWS) Agreement
- RailPros Observer Cost
- Geotechnical Report
- Geophysical Report Figure 1A
- Geophysical Report Figure 1B
- 7387-P-001 Horizontal Directional Drilling Specification
- Setting of Equipment
- North Energy Renewables Welding Manual

Terminal Civil/Mechanical, Dock Mechanical, & 12-inch HDD RFP

North Energy Technical Specifications:

- | | |
|--|---|
| <input checked="" type="checkbox"/> AML | North Energy Renewables Approved Manufactures List |
| <input checked="" type="checkbox"/> NS-ES-40-005 | Flanged Equipment Bolting |
| <input checked="" type="checkbox"/> NS-ES-40-014 | Station and Terminals Construction |
| <input checked="" type="checkbox"/> NS-ES-20-001 | Pipeline Construction Specification |
| <input checked="" type="checkbox"/> NS-ES-20-002 | Specification for Class 150 (A) Valves, Flanges, Fittings for Refining Petroleum Products |
| <input checked="" type="checkbox"/> NS-ES-68-001 | Coating Systems for Above Ground Tanks and Facilities |
| <input checked="" type="checkbox"/> NS-ES-68-004 | Liquid Epoxy Coating for Below Grade Pipeline Application |
| <input checked="" type="checkbox"/> Section 609 | NER O&M Manual – Section 609 Pipeline Hydrostatic Testing |
| <input checked="" type="checkbox"/> Spec 100 | Welding Manual - Construction and Fabrications of Pipelines and Related Piping Systems |
| <input checked="" type="checkbox"/> Spec 101 | Welding Manual – In Service Pipeline Welding |
| <input checked="" type="checkbox"/> Spec 101A | Welding Manual – Procedure for “In-service” Maintenance Welding (Static) |
| <input checked="" type="checkbox"/> Spec 102 | Welding Manual – Welder Performance Qualification |
| <input checked="" type="checkbox"/> Spec 103 | Welding Manual - Radiographic Examination of Piping Welds |
| <input checked="" type="checkbox"/> Spec 105 | Welding Manual - Magnetic Particle Inspection of Welds |
| <input checked="" type="checkbox"/> Spec 106 | Welding Manual - Liquid Penetrant Inspection of Welds |
| <input checked="" type="checkbox"/> Spec 107 | Welding Manual – Ultrasonic Thickness Exam |
| <input checked="" type="checkbox"/> Spec 108 | Welding Manual – Visual Inspection of Welds |
| <input checked="" type="checkbox"/> Spec 109 | Welding Manual – Arc Burn Removal |
| <input checked="" type="checkbox"/> Spec 110 | Welding Manual – Safety Procedure for Welding Operations |

Terminal Civil/Mechanical, Dock Mechanical, & 12-inch HDD RFP

1 INTRODUCTION

- 1.1** North Energy Renewables (COMPANY) is soliciting bids for the terminal civil & mechanical work, dock mechanical work, and to complete an approximate 2,733 linear-ft, 12-inch HDD within the Port of Stockton in Stockton, CA. This work will be part of NER's Stockton Dock 10/11 Connection Project. NER will review the bids and *reserves the right* to award the contract to more than one (1) bidder to ensure the integrity of said schedule.
- 1.2** The Project Work Scope describes the proposed work to be performed by the CONTRACTOR. The Bid Sheet provides a convenient and uniform method of bidding and shall be used for the submission of your bid.
- 1.3** All drawings, specifications and technical information provided to CONTRACTOR by COMPANY shall be treated as confidential. CONTRACTOR agrees to keep confidential any such drawings, specifications, or information to anyone other than those who need it in connection with the work involved or to use same for any purpose other than the performance of this work. CONTRACTOR further agrees to require confidentiality on the part of any vendors or subcontractors to whom any drawings, specifications, or technical information are shown or disclosed.
- 1.4** COMPANY shall not be held liable for any expenses incurred in the preparation or submittal of bids or any subsequent discussion and/or negotiations.

2 INSTRUCTIONS TO BIDDERS

2.1 TIME IS OF THE ESSENCE

2.1.1 COMPANY expects to award the Work in late 2Q 2023. CONTRACTOR shall plan and schedule manpower and equipment availability in consideration of the below dates.

The expected milestone dates for the project are as follows:

- CONTRACTOR Submittal **3/17/2023**
- Award Project **2Q 2023**

- CONTRACTOR Mobilization **3/20/2023**
(For Terminal Civil/Mechanical & Dock Mechanical)

- CONTRACTOR Mobilization **3/20/2023**
(For HDD & Support)

- Project Overall Completion **6/9/2023**

2.1.2 The dates listed above are approximate and COMPANY shall not be held liable if dates change.

2.1.3 Observed holidays & non-working days are as defined in the *Contractor Rate Sheet Terms* (see attached). COMPANY does not anticipate that work will continue on observed holidays.

2.2 BID CONTENTS

CONTRACTOR'S Bids shall include all of the following:

Terminal Civil/Mechanical, Dock Mechanical, & 12-inch HDD RFP

- 2.2.1 **Bid Sheet:** The CONTRACTOR shall submit a completed version of the provided “**Bid Sheet**” for all necessary work as outlined in this RFP package. Items which are required for the completion of this work, but not detailed in the Bid Sheet, shall be considered part of the work and included therein with no additional compensation allowed. CONTRACTOR’S bid shall include all costs to meet the specifications outlined for this project. If a deduction is applicable for the award of all work defined in the scope below, be sure to note it in a separate letter attached to the Bid Documents.
- 2.2.2 **Construction Schedule:** CONTRACTOR shall submit a detailed construction schedule with a man-hour loading chart that includes a craft breakdown. COMPANY shall evaluate this schedule in conjunction with the bids and use it to monitor the progress of the selected CONTRACTOR during construction. The CONTRACTOR shall maintain and keep the schedule up to date during the construction. The construction schedule shall include the following, in accordance with the Procedures for Contractor Planning, Scheduling, and Progress Reporting (see attached):
- Direct Man-hour Estimate for all work
 - Organizational chart showing manpower and numbers of craftsman per supervisor
 - Schedule summarizing all work including start and end dates for pertinent components; total number of shifts worked should be included

Unless the CONTRACTOR stipulates the workweek otherwise, COMPANY will assume a normal workweek, at the work site, is 5 days/week, 8 hours /day.

- 2.2.3 **Organization Chart:** The CONTRACTOR shall submit an ORGANIZATION CHART for construction activities for the work. The chart shall include the person(s) with overall responsibility for the work, including supervision over multiple areas as applicable.

Terminal Civil/Mechanical, Dock Mechanical, & 12-inch HDD RFP

Include a short description of responsibilities and scope of authority of the key personnel functions shown on the chart.

- 2.1.3.1 Resumes – The CONTRACTOR shall provide resumes for key personnel including name, qualification, experience, and length of service in CONTRACTOR’S organization. The individuals submitted with CONTRACTOR’S bid submittal shall be committed to the project from pre-job meeting to demobilization. No substitution of key project personnel shall occur without written approval from the NER Project Manager.
- 2.2.4 **Subcontractors:** CONTRACTOR shall submit a list of all proposed subcontractors. COMPANY reserves the right to approve all subcontractors. Subcontractors will be expected to conform to the same conditions and regulations as the CONTRACTOR, including all applicable licenses, registrations, and certifications. The CONTRACTOR is wholly responsible for the subcontractor’s performance, including but not limited to, safety, health, and environmental performance/compliance; completion of work; workmanship and quality; and adherence to all terms and conditions and requirements of the Contract. CONTRACTOR shall have a representative present at all times that subcontractors are performing work. CONTRACTOR shall be responsible for coordinating its work with all Subcontractor(s) under separate contracts with COMPANY.
- 2.2.5 **Warranty:** Please provide your warranty for the scope of work defined in this RFP.

2.3 AWARD OF CONTRACT

- 2.3.1 A purchase order will be issued by COMPANY to CONTRACTOR to cover the work specified herein. No work may begin until this purchase order has been received. Release of the purchase order by COMPANY will serve as the contractual award to the CONTRACTOR of the work covered in the RFP.
- 2.3.2 COMPANY reserves the right to reject any and all proposals received. The Bidder shall submit enough information and data to clearly demonstrate that the Bidder has the equipment, manpower, technical, financial, and managerial resources to complete the project in a quality manner within the specified time. COMPANY will award the contract based on the most advantageous bid for COMPANY.
- 2.3.3 Bid Sheet, Project Work Scope, Technical Specifications and other documents in this RFP package will be made a part of any contract that is awarded for this project. Any written Addendums furnished during the job showing or prior to the bid due date shall be considered a part of this RFP package.
- 2.3.4 CONTRACTOR is required to disclose any and all fatalities that have occurred on the job within the last 12 months. COMPANY reserves the right to reject any and all proposals received if this information is not disclosed on/before the bid submittal date.

3 GENERAL CONDITIONS

3.1 LICENSES, REGISTRATIONS, & CERTIFICATIONS

Terminal Civil/Mechanical, Dock Mechanical, & 12-inch HDD RFP

- 3.1.1 The CONTRACTOR shall have all applicable and current permits, licenses, registrations, and certifications for all work performed in **California**. CONTRACTOR shall be required to submit a copy of the required license(s) to COMPANY before any work can be performed.

NOTICE TO CONTRACTOR: No work may start on COMPANY property or facilities or within Port of Stockton until written confirmation (with supporting documents) is provided to COMPANY stating that your company meets the licensing, registration, and/or certification requirements of the state where the work will be performed.

- 3.1.2 COMPANY will secure required environmental permits for work performed onsite.
- 3.1.3 CONTRACTOR shall hire and coordinate any City required "Special Inspection & Testing Agency". CONTRACTOR shall provide the City the following items to release the building permit:
- Pick up actual hard copy of approved Building permit.
 - Pick up actual hard copy of City approved IFC drawing packages
 - Drop off COMPANY provided check for remaining cost of building permit

- 3.1.4 CONTRACTOR shall obtain all permits required for its painting operations if applicable. CONTRACTOR shall comply with all regulations of the Environmental Protection Agency and all other Air Quality Management Districts or governmental authorities having jurisdiction over sandblasting and spray painting operations. Contractor shall be solely liable for any violations or citations received.

3.2 OVERSIGHT PERSONNEL

- 3.2.1 CONTRACTOR shall provide its own site Construction Superintendent who will have responsibility for the overall construction supervision and coordination of safety and quality issues, progress reporting, and all subcontracted services. CONTRACTOR'S Construction Superintendent shall communicate and work with COMPANY'S Construction Manager/Project Manager to ensure a quality project and proper coordination with COMPANY'S Operations personnel and other contractors.
- 3.2.2 CONTRACTOR shall provide its own personnel who will coordinate with COMPANY designee for all time/equipment/third party sheets and billing packages in accordance with COMPANY'S Contractor Timekeeping and Invoicing Policy, and to coordinate with COMPANY Construction Manager/Project Manager to complete all required construction documentation.

3.3 COORDINATION OF WORK

- 3.3.1 CONTRACTOR acknowledges that COMPANY'S terminal and Port of Stockton have ongoing current operations and that close coordination will be necessary to minimize impacts to these ongoing operations. CONTRACTOR shall plan, schedule and conduct all work with this knowledge, in such a manner as to minimize disruption of normal operations.
- 3.3.2 CONTRACTOR shall maintain an access way to all existing facilities at all times while work is in progress. If closure of any access way is required for work activities, such closure shall be coordinated with COMPANY Construction Manager. CONTRACTOR

Terminal Civil/Mechanical, Dock Mechanical, & 12-inch HDD RFP

shall be responsible for providing any required traffic control personnel/equipment, as determined by COMPANY Construction Manager, until access way is restored.

- 3.3.3 CONTRACTOR's work shall be coordinated with concurrent on-site activities of others in order to minimize impacts to all parties.
- 3.3.4 CONTRACTOR shall be aware that COMPANY may be employing Third Party Construction Inspectors to supplement COMPANY Construction Managers and these Inspectors shall be considered representatives of COMPANY.

3.4 HEALTH, SAFETY, & ENVIRONMENT

- 3.4.1 The COMPANY has established minimum requirements for health, safety and protection of the environment while working on COMPANY property and/or right-of-way. The COMPANY expects each individual to take full responsibility for his/her HSE. The CONTRACTOR shall develop a project specific Health, Safety and Environmental (HSE) Plan, which adheres to the COMPANY HSE Program. The CONTRACTOR's Plan will be reviewed and approved by the COMPANY prior to initiation of any Work.
- 3.4.2 CONTRACTOR shall provide all Personal Protective Equipment (PPE) for ALL CONTRACTOR'S personnel while working inside of COMPANY'S facilities or within the Port of Stockton. Required PPE includes; Fire Retardant Clothing (FRC), hard hats, safety boots/shoes, gloves, hearing protection, and eye protection (within COMPANY facilities). In certain locations, other personal protective equipment may or may not be required (e.g. Fire-Retardant Clothing (FRC) may not be required if personnel not working within COMPANY Facilities). CONTRACTOR shall also insure that their SUBCONTRACTORS adhere to all PPE requirements.
- 3.4.3 The CONTRACTOR shall assign, or designate an individual, that is responsible for implementing the health, safety, and environmental aspects of the CONTRACTOR's HSE Plan and ensuring that all personnel comply with the Plan.
- 3.4.4 Once the CONTRACTORS head count, including Subcontractors, reaches **25** the CONTRACTOR shall have a dedicated HSE individual. Additional dedicated HSE individuals shall be assigned when the headcount exceeds what one dedicated HSE individual can handle.
- 3.4.5 All of the CONTRACTOR and Subcontractor personnel shall be trained, and have documentation certifying said training, in implementation of the approved CONTRACTOR's HSE Plan.
- 3.4.6 The CONTRACTOR shall be responsible for the HSE management of its Subcontractors; including site orientation and training in safety systems. Prior to the selection of any Subcontractors, the CONTRACTOR shall undertake a thorough

Terminal Civil/Mechanical, Dock Mechanical, & 12-inch HDD RFP

investigation of the Subcontractor's HSE practices and identify any gaps between the CONTRACTOR's HSE Plan and the Subcontractor's HSE system. All gaps shall be closed prior to the Subcontractor commencing Work.

- 3.4.7 The CONTRACTOR shall be responsible for implementing its HSE Plan covering all activities of the Work. The Plan shall address, but not necessarily be limited to, the following:
- Spill Prevention, Containment and Response
 - Waste Minimization and Disposal
 - Cultural Resources Unanticipated Discovery
 - Materials, equipment, and personnel transportation
 - Working near or adjacent to High Voltage Power lines
 - Hydro-testing
 - Traffic Control
 - First Aid/CPR
 - Fire Prevention and Welding (including Backstops for grinding)
 - Fire Prevention as it pertains to Grasslands and Prairie Fires
 - Hazard communication

3.5 SITE DRAWINGS

- 3.5.1 "Issued for Bid" drawings of the site shall not be used for construction. COMPANY will furnish CONTRACTOR with "Issued for Construction" (IFC) drawings of the site which shall be used for construction purposes. CONTRACTOR shall always use latest version of IFC drawings for construction. All drawing updates will be issued to CONTRACTOR electronically (via e-mail) unless otherwise requested.
- 3.5.2 CONTRACTOR shall field verify all dimensions prior to fabrication of piping and during layout of other work. Any discrepancies between the Drawings and the actual field conditions shall be promptly reported to the COMPANY Construction Manager. Any incorrectly prefabricated piping or other unacceptable works caused by such discrepancies are the sole responsibility of CONTRACTOR. CONTRACTOR shall allow for field fit-ups, cuts, bevels and welds as required, facilitating a smooth, trouble free installation.

3.6 CHANGE ORDERS (EXTRA WORK)

- 3.6.1 The CONTRACTOR may be requested to perform Extra Work beyond the original Scope of Work in this RFP. Extra Work will be issued from the COMPANY Construction Manager/Project Manager in written form. The CONTRACTOR will not be compensated for Change Orders (Extra Work) that is not approved in writing by the Construction Manager/Project Manager.
- 3.6.2 All Extra Work must be approved by the COMPANY Construction Manager/Project Manager, and shall preferably be paid on a Fixed Price basis. If it is necessary to perform the extra work on a Time & Material (T&M) basis then all T&M work shall be subject to CONTRACTOR'S **RATE SHEETS** (see Section 2.2.2) and will be considered to be specific only to this project unless otherwise specified on the **RATE SHEETS**.

Terminal Civil/Mechanical, Dock Mechanical, & 12-inch HDD RFP

- 3.6.3 The COMPANY will assign a separate purchase order line item for all Extra Work items issued to the CONTRACTOR and CONTRACTOR shall bill Extra Work separately from the original bid.
- 3.6.4 In order for Change Orders (Extra Work) to be considered, the CONTRACTOR is responsible for informing the COMPANY Construction Manager/Project Manager or his designee in writing if the Extra Work will have an impact on the project cost, overall schedule and completion date.
- 3.6.5 Any CONTRACTOR issues or grievances, including issues on Change Orders (Extra Work), shall be brought to COMPANY's attention promptly in writing, rather than after project completion. Issues and grievances which are not brought to COMPANY's attention promptly may, at COMPANY's sole option, be considered as waived by CONTRACTOR and dismissed without consideration.

3.7 BILLING

- 3.7.1 Invoices for the work shall be clearly identified with the COMPANY Purchase Order number(s). Invoices shall be billed as outlined in the Purchase Order(s). Invoices for Change Orders (Extra Work) shall be clearly identified as such, and accompanied by contractor time sheets and receipts for any billed equipment or materials. To expedite processing, invoices should be sent via email to showmethemoney@NER.org in lieu of mailing.
- 3.7.2 Any requirement for partial or intermediate billing should be clearly stated and included as a part of the bid. Invoices for partial or intermediate payments shall be approved only in equal proportion to the percentage of work completed, as agreed on by COMPANY and the CONTRACTOR. CONTRACTOR shall submit a schedule of payments and milestone triggers for payments in their bid.
- 3.7.3 Prior to making final payment to the CONTRACTOR, COMPANY will require the CONTRACTOR to furnish satisfactory evidence of payment in full for all materials, labor, equipment, and for all subcontractors employed.
- 3.7.4 CONTRACTOR shall submit a milestone progress payment if CONTRACTOR wishes to be paid by milestones. Each project shall be invoiced based on the CONTRACTOR'S submitted milestones.

3.8 TURNOVER & FINAL ACCEPTANCE

- 3.8.1 Prior to COMPANY acceptance, CONTRACTOR shall provide the following applicable documentation: one (1) original set of the following dossier materials (for all CONTRACTOR supplied materials): hydrostatic test records, instrument certifications, qualified weld procedures, welder's qualification records, NDE procedures, NDE qualifications, NDE records, weld maps, material traceability maps, material test reports, one set of certified "as built" red line marked up set of construction drawings. Documentation shall be submitted in a neat, orderly format.
- 3.8.2 COMPANY and CONTRACTOR will conduct a complete inspection of CONTRACTOR's completed works, and (if necessary) COMPANY will issue a written list of deficiencies, or other work that COMPANY deems necessary, in order for CONTRACTOR to obtain COMPANY's final formal written acceptance.

Terminal Civil/Mechanical, Dock Mechanical, & 12-inch HDD RFP

CONTRACTOR's works. CONTRACTOR shall rectify all deficiencies noted to COMPANY's complete satisfaction.

3.9 RETAINAGE

3.9.1 COMPANY shall withhold a 10% retainage in payment. CONTRACTOR will not be paid the 10% retainage until the scope issued to the CONTRACTOR is complete and both the CONTRACTOR and COMPANY representative have inspected the completed work and have agreed the scope is complete. A copy of this document shall be attached to the final invoice from the CONTRACTOR and must be submitted for COMPANY to release the 10% retainage for payment.

3.10 WAIVER OF LIEN (See Attachment)

3.10.1 With each milestone or progress payment and upon final payment CONTRACTOR will be required to provide a waiver of lien using the attached form. Lien waivers are also required from each SUBCONTRACTOR employed by CONTRACTOR. Lien Waivers from the CONTRACTOR and their SUBCONTRACTORS are to be submitted with each invoice.

4 AFFIRMATIVE ACTION

In performing its obligations hereunder, Supplier shall comply and shall cause its SUBCONTRACTORS to comply fully with the Law. The following statement is included in this Agreement as required by Law:

This Supplier and its SUBCONTRACTORS shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime CONTRACTORS and SUBCONTRACTORS to employ and advance in employment qualified individuals with disabilities. This Supplier and its SUBCONTRACTORS shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime CONTRACTORS and SUBCONTRACTORS to employ and advance in employment qualified protected veterans.

For federally funded Work being performed in the United States, the Law shall include the following regulations: (1) Executive Order 11246, as amended, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended by E.O. 11375; (2) Section 503 of the Rehabilitation Act of 1973, as amended, including: 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 41 CFR Part 60-2, 48 CFR Section 52.222-54(e); (3) 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements; (4) the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by Department of Labor regulations (29 CFR part 3); (5) the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5); (6) Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5); (7) the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.); (8) the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); (9) the Energy Policy and Conservation Act (Pub. L. 94- 163, 89 Stat. 871); and (10) to the extent applicable, the Buy

Terminal Civil/Mechanical, Dock Mechanical, & 12-inch HDD RFP

American Act, 41 U.S.C. 10a-10d (collectively, the "Regulations"). Supplier covenants to flow down the applicable Regulations its SUBCONTRACTORS, and agrees that, it as well as all of its SUBCONTRACTORS will comply with the Regulations, as applicable. Further, Supplier represents and warrants that it is not listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension" and covenants to promptly notify Buyer if it is listed on such list. Supplier further agrees that Buyer, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Supplier which are directly pertinent to the Work for the purpose of making audits, examination, excerpts and transcriptions. Supplier shall retain all required records for three years after final payment by Buyer and all other pending matters are closed.

If requested by Buyer in order to comply with Law, Supplier will execute and deliver to Buyer certifications of its compliance with any Law applicable to it and/or its SUBCONTRACTORS. Supplier agrees to hold Buyer and any of its subsidiaries or affiliates harmless from any and all liabilities, claims, fines or penalties (including reasonable costs and settlements) which may arise out of the failure of Supplier to comply with such requirements.

5 PROJECT WORK SCOPE

5.1 INTRODUCTION

- 5.1.1 This Project Work Scope Section covers items unique to this job. In the event of a conflict between this Project Work Scope Section and a section of the RFP documents other than the Master Service Agreement (MSA), this Project Work Scope Section shall control.

5.2 PROJECT LOCATION & CONTACTS (*AFTER AWARD OF BID ONLY!*)

- 5.2.1 The address for the worksite is:

**North Energy Renewables
6001 Siena Avenue
Stockton, CA 95206**

**Port of Stockton
2201 West Washington Street
Stockton, CA 95203**

(This is a physical address for Port offices; however, work will take place within Port fences near the Port's Dock 10/11.)

Terminal Civil/Mechanical, Dock Mechanical, & 12-inch HDD RFP

- 5.2.2 COMPANY Project Manager assigned to project is provided below. After award of contract, please direct correspondence to the Project Manager:

Project Manager: Peter Griffin

5.3 PROJECT TIMELINE

- 5.3.1 Key project dates:

Terminal Civil & Mechanical

- Pre-Construction Meeting **2Q 2023**
- CONTRACTOR Mobilization **3/20/2023**
- Final Completion **6/9/2023**

12-inch HDD & Support

- Pre-Construction Meeting **2Q 2023**
- CONTRACTOR Mobilization **3/20/2023**
- Final Completion ~~1/20/2023~~
per HDD sub's quoted duration

- 5.3.2 Bids are to be based on a 40-hour work week schedule or as needed to meet key project dates. Normal project work days are Monday through Friday. However, an alternative work schedule may be proposed by CONTRACTOR as required to meet the completion date. Start and end times vary based on sunrise and sunset.

- 5.3.3 Observed holidays & non-working days:

Holiday Non-Working Dates

Thanksgiving	November 26 thru 29
Christmas	December 24 thru 27
New Year	December 31 thru Jan 1

Terminal Civil/Mechanical, Dock Mechanical, & 12-inch HDD RFP

5.4 GENERAL SCOPE REQUIREMENTS

- 5.4.1 CONTRACTOR shall provide services and utilities necessary during construction including but not limited to office facilities, drinking water, commercial telephone service, electrical power and sanitary facilities. COMPANY will furnish construction water.
- 5.4.2 CONTRACTOR shall provide trash disposal services. Trash pickup shall be done on an as-needed basis.
- 5.4.3 CONTRACTOR responsible for loading any excavated soils that are deemed to be (or may possibly be) contaminated into COMPANY provided roll-off bins. (Determined by CONTRACTOR and onsite COMPANY representative - based on color, smell, etc.)
- 5.4.4 All soil disposal will be responsibility of COMPANY.
- 5.4.5 CONTRACTOR shall be responsible for security of work site conditions during construction.
- 5.4.6 CONTRACTOR shall provide its own Construction Superintendent who will have responsibility for the overall construction supervision and coordination of safety and quality issues, progress reporting, and all subcontracted service. CONTRACTOR'S Construction Superintendent shall communicate and work with COMPANY'S Construction Manager to ensure a quality project and proper coordination with COMPANY'S Operations personnel.
- 5.4.7 CONTRACTOR shall mobilize construction crews, equipment and materials at the agreed upon dates for the various activities.
- 5.4.8 CONTRACTOR shall perform all work in strict accordance with the Contract Documents, COMPANY Specifications, referenced specifications stated herein, and the contractual terms and conditions.
- 5.4.9 CONTRACTOR's Project Manager, Construction Superintendent, onsite Foreman, etc. will be required to participate in weekly call with COMPANY representatives to provide project update for previous weeks work, and planned construction activities for upcoming week. (THIS IS A MANDATORY WEEKLY STATUS REPORT CALL)**
- 5.4.10 Contract shall note that "Construct" shall mean weld, fabricate, test, NDE, coating, tie-ins and install per the drawings, COMPANY Specifications and Contract Documents.
- 5.4.11 Existing surfacing disturbed or contaminated during the course of the work shall be restored to original or better condition upon completion of work, at no additional cost to the COMPANY.
- 5.4.12 CONTRACTOR acknowledges that work will take place with ongoing operations at both the COMPANY Facility and within the Port of Stockton and that close coordination will be necessary to minimize impacts to normal operations. CONTRACTOR shall plan, schedule and conduct all work with this knowledge, in such manner as to minimize disruption of normal operations.
- 5.4.13 CONTRACTOR shall maintain an access way to all existing facilities at all times while work is in progress. If closure of any access way is required for work activities, such closure shall be coordinated with COMPANY Construction Manager. CONTRACTOR shall be responsible for providing any required traffic control personnel/equipment, as determined by COMPANY Construction Manager, until access is restored.

Terminal Civil/Mechanical, Dock Mechanical, & 12-inch HDD RFP

- 5.4.14 CONTRACTOR shall properly identify and barricade all open ditches and other potential hazards to protect COMPANY personnel and CONTRACTOR employees.
- 5.4.15 CONTRACTOR work shall coordinate work with other contractors performing concurrent construction activities in order to minimize impacts to all parties. The COMPANY Construction Manager has the right to modify scheduled construction activities in order to reduce impacts to other contractors' critical activities.
- 5.4.16 CONTRACTOR shall be aware that COMPANY will be employing Third Party Construction Inspectors to supplement COMPANY Construction Manager.
- 5.4.17 CONTRACTOR shall verify bolt lengths on the drawings, such that the bolt crown shall extend a minimum of ¼" or two threads past the nut upon installation.
- 5.4.18 CONTRACTOR shall transition all RFWN flanges at the tie-ins to match existing pipe wall thickness. Existing pipe wall thickness shall be determined by CONTRACTOR at the tie-in locations.
- 5.4.19 CONTRACTOR personnel are required to attend a site-specific safety training course prior to beginning work. This course is estimated to take approximately one (1) hour to complete.
- 5.4.20 CONTRACTOR personnel are required to wear COMPANY approved fire retardant clothing (FRC) as set forth in the attached COMPANY'S protective clothing policy while in the Terminal, in addition to Personnel Protective Equipment (FRC, hardhat, steel toe boots, safety glasses).
- 5.4.21 CONTRACTOR shall submit a Site Safety Plan which shall conform to the requirements of the NER Safety Manual. CONTRACTOR shall indicate the number and location of full time, on site safety person(s) and the frequency of safety meetings.

Welding and Welder Qualifications

- 5.4.22 CONTRACTOR shall conduct all welding in accordance with API 1104 and COMPANY Specifications.
- 5.4.23 All welders will be tested by CONTRACTOR before welding begins. All welders will test in accordance with a COMPANY approved and qualified weld procedure. COMPANY employee or representative will be present at all welding tests. The test will be approved by COMPANY in accordance with COMPANY'S welding specification. CONTRACTOR will be responsible for the cost of testing the welders, including welders which fail. Contractor shall supply test pipe. Pipe shall be specified by COMPANY.
- 5.4.24 CONTRACTOR shall utilize two (2) welders while welding on pipe greater than 12" nominal diameter.
- 5.4.25 COMPANY shall; have the right to accept or reject any welds not meeting the requirements of the method by which they are inspected. Any rejected welds will be removed at CONTRACTOR'S expense.
- 5.4.26 The welder or group of welders (when individual welders cannot be identified) who make a weld which fails to comply with COMPANY accepted standards may be disqualified from the performance of further Work or re-tested at the option of COMPANY.
- 5.4.27 If COMPANY rejects any of CONTRACTOR'S welds, CONTRACTOR shall promptly, and at its own expense, correct the problem to the satisfaction of the COMPANY. At the discretion of COMPANY, the Weld Acceptance Clause of these Special Provisions

Terminal Civil/Mechanical, Dock Mechanical, & 12-inch HDD RFP

will be imposed, and all welds rejected shall be cut out at CONTRACTOR's expense. All welds rejected shall be cut out until CONTRACTOR provides assurance, to COMPANY's satisfaction, that welding problems have been corrected.

- 5.4.28 Subsequent delays to welding crews or other operations incurred by CONTRACTOR as a result of COMPANY's Weld Acceptance provisions shall not entitle CONTRACTOR to any additional compensation (including but not limited to equipment and labor stand-by time and lodging/travel expense.)

NON-DESTRUCTIVE EXAMINATION (NDE) INSPECTION

- 5.4.29 CONTRACTOR shall radiograph inspect 100% of tie-in welds in accordance with API 1104 current edition and COMPANY Specifications. CONTRACTOR shall radiograph inspect 100% of pipe butt-welds in accordance with API 1104 current edition and COMPANY Specifications. CONTRACTOR shall mag-part or dye-penetrant inspect 100% of all fillet welds on thread-o-lets, weld-o-lets, sock-o-lets, etc., in accordance with API 1104 current edition and COMPANY Specifications.
- 5.4.30 NDE inspection services will be obtained by CONTRACTOR. The NDE CONTRACTOR shall be qualified to perform NDE services in accordance with COMPANY Specifications. All NDE costs shall be by included in CONTRACTOR's Proposal.
- 5.4.31 Any unacceptable weld located as a result of a non-destructive inspection shall be repaired or cut out at CONTRACTOR's sole expense and repaired as directed by COMPANY. Repairs or cutouts shall be at the discretion of the COMPANY. COMPANY representative may review the radiographic films at any time and shall have final decision as to the acceptability of welds.
- 5.4.32 The NDE firm's scope of work will include qualifying all of CONTRACTOR's proposed welding procedures and all welding operations. All of CONTRACTOR's weld procedures and welding operators shall be qualified by destructive testing in accordance with 49 CFR Part 195. COMPANY's inspectors shall witness all of CONTRACTOR's welding procedure and all welder qualification tests.
- 5.4.33 Radiographic film shall show the Contract number, job site location, and weld number. All films shall be turned over to COMPANY immediately after developing and shall be considered COMPANY property.

PRESSURE TESTING

- 5.4.34 The CONTRACTOR's proposal shall include the pressure testing of all fabricated pipe assemblies. CONTRACTOR shall be required to perform the pressure testing in accordance with ASME B31.4, COMPANY Specifications and Contract Documents.
- 5.4.35 CONTRACTOR shall vent air from the piping during the filling operation, which may necessitate the installation of COMPANY approved vents at high points of the piping. At the completion of testing, CONTRACTOR shall seal all vents to the satisfaction of the COMPANY.
- 5.4.36 CONTRACTOR shall pressure test above ground or exposed piping a minimum of 4 hours. During the last hour of the test the pressure must not decrease the last hour of the test and the pressure shall not be increased by pump the last hour of the test. CONTRACTOR may have to hold the test over the 4-hour period, until this requirement is achieved.
- 5.4.37 CONTRACTOR shall pressure test below ground piping a minimum of 8 hours. During the last hour of the test the pressure must not decrease the last hour of the test and

Terminal Civil/Mechanical, Dock Mechanical, & 12-inch HDD RFP

the pressure shall not be increased by pump the last hour of the test. CONTRACTOR may have to hold the test over the 4-hour period, until this requirement is achieved.

- 5.4.38 CONTRACTOR shall be responsible for de-watering the pipe(s) after pressure testing is complete, in accordance with COMPANY provided specifications.

TIE-INS

- 5.4.39 At all the tie-in locations (TP as identified on the drawings) and demolition piping, the tie-in and demolition piping shall be out-of-service, isolated, drained-up and lockout/tag out (LOTO) by COMPANY, prior to CONTRACTOR conducting any work or tie-ins on the line or connecting pipe. CONTRACTOR will have to provide all locks for CONTRACTOR lockout/tag out (LOTO) of isolation valves, pump motors and associated electrical breakers. Once the piping has been isolated, drained-up and LOTO, CONTRACTOR shall bond a heavy wire across the proposed cut and cold cut the existing pipe (if cutting is required). CONTRACTOR shall assist in the drain-up of these facilities. CONTRACTOR shall provide a non-sparking spill bucket and clean-up material during all piping removal. CONTRACTOR shall conduct tie-ins in accordance with COMPANY Specifications and Tie-In Procedures.
- 5.4.40 Tie-in of the new piping to existing piping will be scheduled by COMPANY in order to minimize disruptions to ongoing Operation. CONTRACTOR shall keep COMPANY informed of his progress during construction so that proper coordination and sufficient lead-time can be maintained for scheduling downtime and nitrogen purge. Not less than seventy-two (72) hours prior to a scheduled tie-in day, CONTRACTOR shall furnish COMPANY list of personnel and equipment intended to be available at each tie-in location and Company shall determine the adequacy thereof. The CONTRACTOR may have to notify Operations a minimum of four days prior to the CONTRACTOR's anticipated tie-in dates or CONTRACTOR may have to remobilize to support this effort. COMPANY will provide CONTRACTOR with a minimum of 48-hour notice of the date for the tie-in.
- 5.4.41 Special care shall be executed in the line-up of the tie-in weld(s). Alignment clamps (i.e., internal hi-lo clamps), foreman's plugs and any other "special tools" which are required for aligning the pipeline shall be provided by the CONTRACTOR. CONTRACTOR shall be aware of the location of such ratcheting line-up clamps, that they may be rented or attained with minimal delays.
- 5.4.42 Tie-in assistance will be based on a T&M basis.**
- 5.4.43 Vacuum truck shall be provided by CONTRACTOR during all drain-ups.

LIFTING, LOADING, AND TRANSPORTING

- 5.4.44 All lifting related to the construction will be in accordance with all COMPANY, federal, state, and local requirements. CONTRACTOR shall secure the necessary permits if required.
- 5.4.45 CONTRACTOR shall submit a lifting and transport plan, for the equipment and materials, to be reviewed and approved by COMPANY. Critical lift plans may be required as applicable and will follow COMPANY's Critical Lift Policy.

PERMITS

Terminal Civil/Mechanical, Dock Mechanical, & 12-inch HDD RFP

- 5.4.46 CONTRACTOR shall obtain all work permits and licenses required for working in Stockton, California.
- 5.4.47 COMPANY will secure required environmental permits for work performed onsite, such as pressure test water disposal.
- 5.4.48 CONTRACTOR shall obtain all permits required for its painting operations if applicable. CONTRACTOR shall comply with all regulations of the Environmental Protection Agency and all other Air Quality Management Districts or governmental authorities having jurisdiction over sandblasting and spray painting operations. CONTRACTOR shall be solely liable for any violations or citations received.

DRAWINGS

- 5.4.49 "Issued for Bid," drawings shall not be used for construction. COMPANY will furnish CONTRACTOR with "Issued for Construction (IFC)," drawings which shall be used for construction purposes. CONTRACTOR shall always use the latest version of IFC drawings for construction. All drawing updates will be issued to CONTRACTOR electronically (via email) unless otherwise requested.
- 5.4.50 CONTRACTOR shall field verify all dimensions prior to fabrication of piping and during layout of other work. Any discrepancies between the Drawings and the actual field conditions shall be promptly reported the COMPANY Construction Manager. Any incorrectly prefabricated piping or other unacceptable works caused by such discrepancies are the sole responsibility of CONTRACTOR. CONTRACTOR shall allow for field fit-ups, cuts, bevels and welds as required, facilitating a smooth, trouble free installation.

MATERIALS HANDLING

- 5.4.51 COMPANY shall furnish all materials listed in attached – Company Supplied Equipment/Materials.
- 5.4.52 COMPANY supplied material will be delivered to the project site specified in 5.2.1 unless agreed to otherwise. CONTRACTOR shall unload and stockpile all COMPANY furnished material and/or equipment in designated material laydown area, and shall be responsible for transporting the material to the job site.
- 5.4.53 Upon unloading, CONTRACTOR will take possession of COMPANY supplied materials and will be responsible for all materials tracking and handling.
- 5.4.54 CONTRACTOR shall immediately turn in all receiving tickets/packing slips for COMPANY furnished materials to COMPANY Construction Manager. CONTRACTOR shall assist COMPANY Construction Manager in locating and verifying delivery of all COMPANY furnished materials unloaded by CONTRACTOR.
- 5.4.55 CONTRACTOR supplied materials shall be domestic USA made in accordance with COMPANY specifications included as attachments to this RFP package and supplied by vendors on COMPANY's Approved Manufacturers List. All CONTRACTOR supplied materials shall have Material Test Reports (MTRs) and/or Certificates of Compliance, to be submitted to COMPANY Construction Manager prior to installation.

Terminal Civil/Mechanical, Dock Mechanical, & 12-inch HDD RFP

- 5.4.56 CONTRACTOR shall include all applicable taxes and freight for material purchases.
(See Master Work Agreement)

COMMISSIONING

- 5.4.57 CONTRACTOR shall provide assistance with commissioning the new facilities upon installation.

5.5 Terminal Civil & Mechanical Scope

- 5.5.1 CONTRACTOR shall provide a schedule with the Terminal civil/mechanical work beginning **3/20/23**.
- 5.5.2 CONTRACTOR's responsible for all needed foundations – including foundations that require below grade forming (details included in drawing package)
- 5.5.3 CONTRACTOR responsible for setting equipment (Shop fabricated skids, pumps, etc.)
- 5.5.4 Pipe, Valves, Skids, Pumps, and all other equipment and mechanical materials will be provided by COMPANY.
- 5.5.5 COMPANY will provide materials listed on the BOM's.
- 5.5.6 Some Demo work required (See IFC design package)
- 5.5.7 All demolished pipe and steel materials to be left on site in designated laydown area determined by COMPANY.
- 5.5.8 CONTRACTOR responsible for hydrotesting all piping per NER specifications.
- 5.5.9 X-Ray, Compaction, and Concrete Testing to be included by CONTRACTOR.
- 5.5.10 100% X-ray required by CONTRACTOR.
- 5.5.11 CONTRACTOR responsible for setting 23' X 13' X 12' Power House building (approx. 29,000 lbs.)
- 5.5.12 CONTRACTOR responsible for foundations for power house.
- 5.5.13 COMPANY will provide all new erect-a-steps.
- 5.5.14 CONTRACTOR to provide concrete, structural steel, coatings, welding consumables, etc.
- 5.5.15 CONTRACTOR responsible for hot dip galvanizing all structural steel after fabrication.
- 5.5.16 CONTRACTOR responsible for painting all new pipe, valves, fittings, etc.
- 5.5.17 All new piping in truck rack area shall be coated offsite, with small touchup work to be completed after installation completed. CONTRACTOR is allowed to coat all piping offsite with small touch after installation.
- 5.5.18 Excavation shall be by soft dig methods unless COMPANY onsite Construction Representative determines mechanical excavation allowed.

Terminal Civil/Mechanical, Dock Mechanical, & 12-inch HDD RFP

- 5.5.19 CONTRACTOR responsible for loading excavated soils that are deemed to be contaminated into roll-off bins provided by COMPANY.
- 5.5.20 All soil disposal will be COMPANY responsibility.
- 5.5.21 CONTRACTOR required to run a 1-2-man crew (Skeleton crew) for first two weeks of construction to minimize required fee to be paid to the California Labor Management Cooperation Trust.
- 5.5.22 Schedule needs to reflect 1-2-man crew only for first 2 weeks of construction.
- 5.5.23 CONTRACTOR required to use union labor for all building trades when available (for all non-technical/specialized jobs).
- 5.5.24 CONTRACTOR responsible for hiring and coordinating city required "Special Inspection & Testing Agency". (Per City of Stockton's Special Inspection & Testing Agreement).

NOTE: City Special Inspection and Testing Agreement requires normal construction tests and verifications (e.g. concrete testing, visual inspection of concrete reinforcement placement, verification that structural steel member sizes are correct size per engineering drawings, etc.)

- See example "City Special Inspections and Testing Agreement" from previous project.
 - The last page of the example agreement has a list of City approved Special Inspection and Testing Agencies. (On a previous project GC chose to use Kleinfelder. Inc. Kleinfelder did a good job and things went smoothly throughout duration of project. I'm not advocating for this group, just informing bidders of past track record and this groups willingness to work with all parties.)
- 5.5.25 CONTRACTOR Responsibilities – City Building Permit. (The City of Stockton requires the following to release the building permit.)
- Pick up approved D-Size - IFC Drawings from
 - Pick up actual hard copy of approved City Building permit.
 - Drop off COMPANY provided check for remaining cost of city building permit.

Terminal Civil/Mechanical, Dock Mechanical, & 12-inch HDD RFP

5.6 HDD & Support

- 5.6.1 Please provide a schedule with a starting date of 3/20/23.
- 5.6.2 CONTRACTOR responsible for welding and stringing 12" .500 w.t. pipe.
- 5.6.3 100% X ray required by CONTRACTOR.
- 5.6.4 CONTRACTOR to provide concrete, asphalt, welding consumables, etc.
- 5.6.5 CONTRACTOR responsible for providing epoxy coating (such as Denso Protal) for coating girth welds.
- 5.6.6 CONTRACTOR responsible for mobilizing, staging of material, and equipment.
- 5.6.7 CONTRACTOR responsible for excavation of entry and exit pits. (see drawings)
- 5.6.8 Pipe, shop bends, fittings and all other mechanical material will be provided by COMPANY.
- 5.6.9 CONTRACTOR responsible for pre-installation hydrotest of drill strings. (prior to pullback of drill string - above ground hydrotest).
- 5.6.10 CONTRACTOR responsible for post-installation hydrotest of piping after pullback has been completed (HDD complete – below ground hydrotest).
- 5.6.11 All mud, cuttings, soil must be loaded in roll-off bins or drums provided by COMPANY.
- 5.6.12 Disposal of mud, cuttings, and soil will be COMPANY responsibility.
- 5.6.13 CONTRACTOR responsible for approximately 340' of interconnect piping (open cut trenching – direct burial) to tie-in HDD to dock manifold. (See Aerial Exhibits)
- 5.6.14 CONTRACTOR responsible for approximately 400' of interconnect piping (open cut trenching – direct burial) to tie-in HDD to terminal piping . (See Aerial Exhibits)
- 5.6.15 All direct burial interconnect piping shall be buried at a 4-ft minimum depth from top of pipe to top of ground.
- 5.6.16 CONTRACTOR responsible for concrete/asphalt saw cutting needed for excavations/open trenching (in dock area).
- 5.6.17 CONTRACTOR responsible for repairing concrete and asphalt to as good/or better condition after excavations and open cut trenching has been completed.
- 5.6.18 CONTRACTOR responsible for installation of temporary chain link fencing in dock area around HDD drill rig, equipment, and location material will be staged.
- 5.6.19 CONTRACTOR responsible for potholing all identified foreign line crossings.
- 5.6.20 CONTRACTOR responsible for providing roller stands and all equipment (cranes, side booms, excavators, etc.) needed for pullback of pipe string.
- 5.6.21 CONTRACTOR responsible for compliance with company provided "Stockton Project Construction Emissions Mitigation Measures" Plan. (See Construction Emissions Mitigation Measures)
- 5.6.22 Both the Port of Stockton and COMPANY Terminal will continue daily Operations throughout construction. CONTRACTOR will be required to stay in constant communication with COMPANY representative to coordinate activities to minimize disruptions and ongoing business.

Terminal Civil/Mechanical, Dock Mechanical, & 12-inch HDD RFP

- 5.6.23 CONTRACTOR will be required to have some flexibility to help minimize disruptions and ongoing business operation both within the Port and COMPANY Terminal.
- 5.6.24 CONTRACTOR required to use union labor for all building trades when available (for all non-technical/specialized jobs).
- 5.6.25 CONTRACTOR responsible for adhering to all requirements required by the Port of Stockton including, but not limited to the License Agreement for Temporary Workspace. (See PORT TWS AGR)
- 5.6.26 CONTRACTOR responsible for following all requirements of Union Pacific Pipeline Crossing Agreement, including insurance requirement as outlined. (See Pipeline Crossing Agreement - Union Pacific)
- 5.6.27 CONTRACTOR responsible for following all RAILPROS requirements as outlined in attached e-mail/pdf. This includes filling out all required documents, making necessary arrangements for RAILPROS to be out on site, and paying RAILPROS daily/monthly rates. (See RAILPROS Observer Cost)
- 5.6.28 CONTRACTOR responsible for confirming RAILPROS rates and requirements are still accurate per e-mail dated 11/11/19. If rates or requirements already differ from the attached, CONTRACTOR will be responsible for those increases if not addressed when bid submitted. (See RAILPROS Observer Cost)
 - NOTE: If rates or requirements change between bid submittal and the actual start date of the HDD, Contractor will be allowed to submit Change Order to NER for the difference.
- 5.6.29 CONTRACTOR responsible for hiring and coordinating city required "Special Inspection & Testing Agency". (Per City of Stockton's Special Inspection & Testing Agreement).
- 5.6.30 CONTRACTOR Responsibilities – City Building Permit. (The City of Stockton requires the following to release the building permit.)
 - Pick up approved D-Size - IFC Drawings from
 - Pick up actual hard copy of approved City Building permit.
 - Drop off COMPANY provided check for remaining cost of city building permit.

NOTE: The three items mentioned above will have to be picked up/dropped off at the City of Stockton's Community Development Department offices located in downtown Stockton.

6 ITEMIZED BID SHEET (See Attachment)