



# Request for Informal Bid

For Services for Dredging in the Tar River around Raw  
Water Intake Screens

for the

**GREENVILLE UTILITIES COMMISSION**

of the

City of Greenville, N.C.  
1721 Waterway Road  
Greenville, North Carolina 27834

**Note: All questions regarding this RFB  
should be directed to:**

**Julius Patrick WTP Facilities Manager**  
**(252) 551-1561**  
[patricje@guc.com](mailto:patricje@guc.com)

Greenville Utilities Commission reserves the right to reject any or all bids. Late Bids will not be considered.

REQUEST FOR BID

DATE ISSUED: 12/1/2023

**GREENVILLE UTILITIES WATER TREATMENT PLANT Dredging and  
Removal of Sediment from the Tar River**

WATER RESOURCES DEPARTMENT

ISSUED BY: GREENVILLE UTILITIES COMMISSION  
1721 Waterway Road  
GREENVILLE, NC 27834

BIDS WILL BE RECEIVED UNTIL 3:00 pm (EST) on **December 20, 2023**. Bids shall be submitted via e-mail to: [patricje@guc.com](mailto:patricje@guc.com) or delivered to Julius Patrick, WTP Facilities Manager, Greenville Utilities Water Treatment Plant 1721, Waterway Road, Greenville, NC 27834.

Site visits are encouraged: Contact Julius Patrick, WTP Facilities Manager, to schedule a meeting, Greenville Utilities Water Treatment Plant 1721 Waterway Road, Greenville, NC 27834. (252) 551-1561, [patricje@guc.com](mailto:patricje@guc.com). This project is pending approval from Army Corp of Engineers and USFWS.

**Greenville Utilities reserves the right to reject any or all bids. Late Bids will not be considered.**

## SECTION I

### GENERAL INSTRUCTIONS FOR INFORMAL QUOTES

#### GREENVILLE UTILITIES COMMISSION

##### **1.0 NOTICE TO BIDDERS**

Quotations, subject to the conditions made a part hereof, will be received via e-mail to: [patricje@guc.com](mailto:patricje@guc.com) or delivered to Julius Patrick, WTP Facilities Manager, Greenville Utilities Water Treatment Plant 1721, Waterway Road, Greenville, NC 27834, until 3:00 PM (EST) on **December 20, 2023**.

##### **2.0 STANDARD FORMS REQUIRED**

Each bidder must submit a proposal on the enclosed request for quotation form. **The quotation must be signed by an authorized official of the firm.**

##### **3.0 DEPOSIT**

A deposit is **NOT** required for this quotation.

##### **4.0 NC SALES TAX**

Do **not** include NC sales taxes in the quoted figure; however, Greenville Utilities Commission (GUC) does pay sales tax. Sales tax should be added to the invoice as a separate item.

##### **5.0 FEDERAL EXCISE TAX**

GUC is exempt from Federal Excise Tax and will issue a Federal Exemption Certificate upon request to the successful bidder.

##### **6.0 EXCEPTIONS TO BE CLEARLY STATED**

If quote is not in strict accordance with Section II, "Specifications," bidder must list or note all exceptions **on the Request for Quotation Form**, otherwise, it is fully understood that the successful bidder will furnish equipment and/or materials, services exactly as specified. GUC reserves the right to accept or reject quotes and to determine the lowest responsible, responsive bid from the standpoint of quality, performance, and price.

##### **7.0 EVALUATION AND AWARD OF QUOTATIONS**

GUC reserves the right to reject any and all quotations, to waive any and all informalities, and to disregard all nonconforming or conditional quotes or counter proposals. In evaluating quotes, GUC shall consider whether the quotes comply with the prescribed requirements, plus all alternates or options requested. GUC reserves the right to include or exclude any option or alternative in GUC's opinion is in GUC's best interests. If a quote is to be awarded, it will be awarded to the lowest responsible, responsive bidder whose evaluation by GUC indicates that the award will be in GUC's best interests.

## **8.0 PROMPT PAYMENT DISCOUNTS**

Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it may be considered in the award of the contract.

## **9.0 NUMERICAL ERRORS**

In the case of a discrepancy between a unit price and the extension (the unit price multiplied by the number of units), the unit price governs. In the case where numerical quotes are stated both in numbers and in words, the words govern.

## **10.0 QUANTITIES**

NA

## **11.0 CONTRACT PERIOD**

TBD

## **12.0 BID WITHDRAWAL**

A bidder must notify GUC in writing of its request to withdraw a bid within seventy-two (72) hours after the bid opening, not including Saturdays, Sundays, or holidays. In order to justify withdrawal, the bidder must demonstrate that a substantial error exists and that the bid was submitted in good faith.

## **13.0 MINORITY BUSINESS PARTICIPATION PROGRAM**

GUC has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. Firms submitting a proposal are attesting that they also have taken affirmative action to ensure equality of opportunity in all aspects of employment, and to utilize M/WBE suppliers of materials and labor when available.

## **14.0 CONTACT INFORMATION:**

Questions regarding this bid request should be directed to: Julius Patrick, WTP Facilities Manager, Greenville Utilities Water Treatment Plant 1721, Waterway Road, Greenville, NC 27834. 252-551-1561

## **15.0 TERMS AND CONDITIONS**

**The attached Terms and Conditions of Greenville Utilities Commission (GUC) are considered part of the bid proposal.**

It is certified that this proposal is made in good faith and without collusion or connection with any other person bidding on the same above listed items. It is also certified that this proposal is made in good faith and without collusion or connection with any GUC employee(s).

We quote you as per instructions above. If invoice is paid within \_\_\_\_\_ days from date of receipt of invoice, a discount of \_\_\_\_\_% will be allowed.

Firm Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Fax (\_\_\_\_) \_\_\_\_\_ E-mail \_\_\_\_\_

Authorized Official \_\_\_\_\_ Title \_\_\_\_\_

Typed Name

\_\_\_\_\_ Date \_\_\_\_\_

Signature

**A copy of your proposal should be received no later than  
December 20, 2023 at 3:00 PM (EST).**

**SECTION II**  
**GENERAL SPECIFICATIONS**

**GENERAL**

The Greenville Utilities Commission will accept informal bids for **dredging and removal of approximately 3,000 cubic yards of sediment** from around the WTP raw water intake site and costs for additional cubic yards in increments of 1000 cubic yards. There is additional debris in the vicinity of the intakes that should be removed with this project i.e fallen trees. Contractor should also provide a method of removing sediment from around submerged intake screens. This method should be described in proposal to prevent any damage to infrastructure.

**SITE LOCATION**

Greenville Utilities Water Treatment Plant  
1721 Waterway Road  
Greenville, North Carolina 27834

**DEFINITIONS**

- A. Mobilization: The movement of materials, equipment, manpower or other essential items to the project site for the distinct purpose of sludge dewatering and sludge removal.
- B. De-Mobilization: The removal of materials, equipment, manpower or other essential items from the project site.
- C. Sediment Removal: The removal of silt and sand from project site and the disposal of those products to an approved site.
- D. Cleanup/Site Repair: The restoration of the work site to pre- project conditions.

**SCOPE OF WORK**

The Contractor Shall:

- 1. Provide dredging, removal and disposal of accumulated sediment which will include; licenses, all applicable permitting, equipment, chemicals, materials and labor for the distinct purpose of sludge removal from the Tar River around Greenville Utilities Water Treatment Plant raw water intakes.
- 2. Provide and install all materials, equipment, temporary facilities, which are necessary for the successful completion of the dredging, removal and disposal of sediment from the Tar River.
- 3. Provide all labor, testing services and incidentals which may or may not be listed within the scope of work to be done.

## PROJECT

1. Area to be dredged is in the Tar River behind the Raw Water Pump Station at the Water Treatment Plant off Old River Road. The proposed dredging area is parallel to the upstream intakes approximately 100'X30' and area upstream of the intake approximately 30X30. Please see Exhibit A for approximate dredging area.
2. Dredge material will be transported to spoils area. A detail method of transporting sediments into spoils area must be included. See Exhibit B for spoils area.
3. The Greenville Utilities Water Treatment Plant is responsible for providing water to 140,000 customers and operates 24 hours per day to meet those demands. As a result, it is imperative that intakes are not damaged by equipment. **The contractor shall obtain a certified diver to install markers on the intake screens to prevent dredge equipment from damaging screens.** Eight markers will be required. Contractor will be responsible for obtaining any surveys needed to complete this project.
4. Time of operation for dredging, removal and disposal are from the hours of 7:00 AM to 6:00 PM, Monday through Friday.
5. There is a possibility that equipment may not be accessible from the raw pump station. A site visit is highly recommended to determine if equipment can be staged and offloaded in this area. If not, alternative access to the river needs to be determined.
6. Safety: Since the Tar River is a navigable river the work area shall be clearly marked. All cable and rigging shall be clearly marked with high visibility ribbon, and all cables will be removed or lowered to river bottom at the end of each workday. Appropriate visible warning signs shall be located upstream and downstream of intakes.
7. The contractor shall provide all labor and materials, equipment and services to prevent any and all pollution to the site and or surrounding area including land, air or water.
8. Site conditions will be assessed prior to mobilization and all conditions will be documented prior to start of work. This documentation will be in the form of but not limited to photographs, diagrams and or live video as to document all points and sites which may be affected by the proposed work. At the completion of the project the contractor shall return all affected sites to their pre project condition or better. The contractor shall provide all labor, equipment, materials or tools necessary to complete this work. This shall be the responsibility of the contractor and all associated costs will be considered incidental.
9. Any additional damage to structures, roads, property and or other unnamed assets which occurs on site as a result of dredging operations will be the responsibility of the contractor. Examination of site, structures, roads and or other assets will be conducted periodically to assess the impact of the operation.
10. The contractor shall prepare all work sites prior to the start of dredging and removal operations to minimize damage to the site and protect the surrounding environment. The contractor shall not modify the site without prior approval by the Greenville Utilities Commission. Any modifications including but not limited to building structures, excavating, trenching or

installation of concrete structures or footings shall be removed by the contractor after operations cease and before final payment will be made by the Greenville Utilities Commission. Any expense incurred by the contractor during construction or removal of these structures will be incidental.

11. The contractor shall prepare a detailed and thorough description of all proposed work and the means by which that work will be accomplished. Details may be provided in written description, charts, and diagrams or by other means. This description will include but is not limited to:
  - a. Means by which sediment will be extracted
  - b. Detailed description of equipment related to extracting sediment from the river and means of transporting extracted material to designated spoils area
  - c. Calculation method to track the volume of sediment removed
  - d. Erosion control plan.
  - e. Emergency plan for mitigating and or control of an emergency.
  - f. Detailed description and copies of all applicable permits and licenses. The contractor shall be responsible for all fees related to permitting and licensing and or agreements that are obtained. These shall be listed in the proposal.
  - g. Detailed list of all personnel with a description of job responsibility and appropriate licensing.
  - h. The contractor must hold the appropriate insurance for any and all activities related to the dredging.
  - i. The contractor shall meet all local, state and federal guidelines.

#### **PROPOSED SCHEDULE OF PROJECT TO BE SUBMITTED WITH BID**

Based on a hypothetical start date, the proposed project schedule should identify project milestones and anticipated progress. Milestones are to include but are not limited to: mobilization, 50% dredging completion, 100% dredging completion, and demobilization and cleanup.

#### **RECORDSKEEPING**

Records will be kept and maintained in order to monitor for the compliance of the project requirements.



### **PAYMENTS**

The Commission shall pay all undisputed invoices within thirty (30) days of submittal. Invoices should include detailed labor costs, material costs, and an affidavit outlining any taxes paid.

### **PROPOSAL**

The proposal shall include the completed Proposal Form on page 11 of this Request for Bid(s).

### **PROJECT START NOTIFICATION**

The Greenville Utilities Commission requires a notification of no less than seven (7) working days before the mobilization, staging of equipment and or the commencement of work. This should be provided to the Commission in written form with detailed start time and date. Prior approval from Division of Water Resources must be received before a notification to proceed can be issued.

### **ADDENDA AND INTERPRETATIONS**

No interpretations of the meaning of the Plans, Specifications or other portions of the Contract Documents will be made orally.

Every request for such interpretation must be addressed to the **Greenville Utilities Commission WTP Facilities Manager, Julius Patrick at 252-551-1561**. To be given consideration, such requests must be received at the above address at least five (5) days prior to the date fixed for the receipt of bids. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda issued to all potential Bidders. **It is the responsibility of potential bidders to inquire as to receipt of all addenda prior to bidding.**

This Request for Proposals is issued by the Greenville Utilities Commission at PO Box 1847 Greenville, NC 27835. All correspondence and inquiry should be made to this address.

### **CLARIFICATIONS/INTERPRETATIONS**

Any and all questions regarding this document must be addressed to the Greenville Utilities Commission Water Resources Department. Technical inquiries may be directed to the individual named herein.

Any and all revisions to this document shall be made only by written addendum from the Greenville Utilities Commission Water Resources Department. Therefore, no oral statements by any person shall modify or otherwise affect the terms, conditions, or specifications stated in this request for proposals. The vendor is cautioned that the requirements of this proposal can be altered only by written addendum and that verbal communications from whatever source are of no effect. It is the vendor's responsibility to check for any addenda issued prior to submittal of final proposal. Failure to return any and all signed addenda will render the proposal as non-responsive.

Pricing submitted shall be for the purposes of evaluation and award shall remain firm for no less than sixty (60) days. Vendor's Proposals shall address all specifications within this Request for Proposals.

### **TECHNICAL INQUIRIES**

Questions regarding the project will be directed to ALL of the following via email only, Monday through Friday, 8:30 AM – 5:00 PM: Julius Patrick, WTP Facilities Manager, at [patricie@guc.com](mailto:patricie@guc.com). Include, at a minimum, the company name, contact name, phone number, and email address (if different from sender) in all email correspondence.

### **REFERENCES**

The Greenville Utilities Commission requests three (3) references of the work as defined in this Request for Bids. The Commission may contact these users to determine acceptability of the proposal. Such information may be considered in the evaluation of the proposal. References should list company name, contact name, address, phone number, email address, and a brief scope of work.

### **TAX EXEMPTIONS**

The Greenville Utilities Commission is exempt from Federal Excise Tax but not State and Local Sales Tax. The Vendor shall include in their proposal the cost of all sales and use taxes and furnish to the Owner at the end of each month and upon completion of his Contract, a signed, notarized statement setting forth all such taxes paid. This statement shall indicate the amount paid to each firm and be adequate for audit by the State Department of Revenue.

### **INSURANCE REQUIREMENTS**

The Successful Bidder (Contractor) agrees to keep and maintain for the duration of this Agreement including but not limited to commercial general liability, automobile liability, workers' compensation, employer's liability, environmental/pollution liability and umbrella coverage with at least the minimum limits shown below. **The Contractor shall provide evidence of insurance coverage consistent with this requirement prior to contract award.** The Contractor shall furnish the Commission with certificates of insurance for each type of insurance described herein, with the Commission listed as Certificate Holder and as an additional insured on the Contractor's general liability and auto liability policies and provide a waiver of subrogation on the Contractor's workers' compensation policy. In the event of pollution exposure, bodily injury or property damage loss caused by Contractor's negligent acts or omissions in connection with Contractor's services performed under this Agreement, the Contractor's Liability insurance shall be primary with respect to any other insurance which may be available to the Commission, regardless of how the "Other Insurance" provisions may read. In the event of cancellation, substantial changes or nonrenewal, the Contractor and Contractor's insurance carrier shall give the Commission at least thirty (30) days prior written notice. No work shall be performed until the Contractor has furnished to the Commission the above referenced certificates of insurance and associated endorsements, in a form suitable to the Commission. Upon request, the Contractor shall provide the Commission copies of their insurance

Commercial General Liability:  
a. Each Occurrence \$1,000,000  
b. General Aggregate \$2,000,000

Commercial Auto Liability:  
Combined Single Limit \$1,000,000

Excess (Umbrella) Liability: \$2,000,000

Workers' Compensation  
and Employer's Liability:

a. Workers' Compensation: Statutory  
b. Employer's Liability: \$500,000 each accident  
\$500,000 total disease  
\$500,000 per employee disease

Environmental/Pollution Liability:

a. Each Claim \$1,000,000  
b. General Aggregate \$2,000,000

### **INDEMNIFICATION**

Contactors shall indemnify, defend and hold harmless the Commission and its subsidiaries, divisions, officers, directors and employees from all liability, loss, costs, claims, damages, expenses, Attorney fees, judgments and awards arising or claimed to have arisen, from any injury caused by, or allegedly caused by, either in whole or in part, any act or omission of the Contractor or any employee, agent or assign of the Contractor. This provision is not applicable to any claim arising out of or related to any active or primary negligence of or by Commission, its officers or employees.

Nothing herein shall be construed as a waiver on the part of the Commission to any defense of any claim, including, but not limited to the defense of governmental immunity.

### **MINORITY BUSINESS PLAN**

The Greenville Utilities Commission of the City of Greenville has adopted a Minority Business Outreach Plan to encourage participation by women and minority businesses in the public bidding process. The purpose of this outreach effort is to increase the likelihood of success in the award of contracts. Bidders are hereby notified that this bid is subject to the provisions of this Outreach Plan. Questions

regarding the Minority Business Outreach Plan may be directed to **Greenville Utilities Commission WTP Facilities Manager– Julius Patrick at 252-551-1561 and [patricje@guc.com](mailto:patricje@guc.com)**. You can access a listing of certified minority firms at either <https://www.ips.state.nc.us/Vendor/SearchVendor.aspx> (State of North Carolina’s VendorLink search) or [www.doa.state.nc.us/hub](http://www.doa.state.nc.us/hub) (Link for Office of Historically Underutilized Businesses to search for HUB vendors directly). **All bidders are notified that they must show proof of minority or woman business status for purposes of this bidding opportunity if they do not use the Office of Historically Underutilized Businesses as their source for outreach efforts.** It is the policy of the Commission to (1) provide minorities an equal opportunity to participate in all aspects of its contracting and procurement programs and (2) to prohibit any and all discrimination against persons or businesses in pursuit of these opportunities.

### **NC CERTIFICATE OF AUTHORITY**

All out of state vendors are required to have a NC Certificate of Authority. If you already have a certificate please submit with your proposal. If you do not have one you must apply once you are awarded the bid. You may register with the State of NC at: [http://www.secretary.state.nc.us/Corporations/Forms.aspx?EntityId=2719996&Type=Nonprofit%20Co proration](http://www.secretary.state.nc.us/Corporations/Forms.aspx?EntityId=2719996&Type=Nonprofit%20Co%20proration) and submit a copy to Purchasing immediately after it is received.

### **E-VERIFY REQUIREMENTS**

**Contractors Must Use E-Verify:** Per Session Law 2013-418, the Commission may not enter into a contract unless the contractor and the contractor’s subcontractors comply with Article 2 of Chapter 64 of the General Statutes.

**E-Verify Employer Compliance:** Employers and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes must comply with E-Verify requirements to contract with governmental units. E-Verify is a Federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.

A completed copy of the included Commission Affidavit on page 12 must accompany your proposal.

### **CONTRACT/AWARD**

Pursuant to the laws governing public contracts in North Carolina, the successful vendor’s response to this Request for Proposals and any addenda thereto, plus the issuance of a Greenville Utilities Commission Contract for the proposed goods and/or services shall constitute a binding contract.

### **EXPENSES INCURRED IN PREPARING PROPOSAL**

The Commission accepts no responsibility for any expense incurred by the bidder/vendor in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the bidder/vendor.

**GREENVILLE UTILITIES COMMISSION**

**Tar River Dredge around intake screens**

**PROPOSAL FORM**

**TO:** Greenville Utilities Commission, Water Resources Department

**FROM:** \_\_\_\_\_

**Company:** \_\_\_\_\_, Proposer, organized and existing under the laws of the State of \_\_\_\_\_, a partnership, or an individual doing business as \_\_\_\_\_. Proposer must have NC Certificate of Authority.

**Address:**

—  
\_\_\_\_\_  
—  
\_\_\_\_\_  
—  
\_\_\_\_\_

Proposer, in compliance with your Request for Proposals, hereby proposes to furnish all labor, materials, and supplies and to execute the Project in accordance with the specifications contained therein, and at the price stated below. This price is to cover all expenses incurred in performing the Work required for the Project.

For furnishing all materials, equipment, and labor necessary for performing the Work as described and requested at the following prices.

Table 1: Proposal					
Item No.	Quantity	Unit	Description	Unit Price	Total Price
1	1	EA	Mobilization / Demobilization	\$	\$
2	1	Cu Yd	Cost 3,000 Cubic Yard	\$	\$
3	1	Cu Yd	Additional Cost Per 1,000 Cubic Yard	\$	\$
4			Pre and Post Construction Survey	\$	\$
					\$

In case of a discrepancy between the Unit Price and Total Price for an item, the Unit Price shall govern.

**GREENVILLE UTILITIES COMMISSION**

**GREENVILLE, NORTH CAROLINA**

**EXCEPTION FORM**

Specifications for: Services for Dredging in the Tar River around Raw Water Intake Screens

**Bidder's Certification:** This is to certify that it is our intent to furnish equipment, material, services, etc. in absolute compliance with the bid specification except where expressly noted below.

**Instructions:** The following is a list of exceptions to the bidding documents and/or specifications pertaining to the furnishing of Services for Dredging in the Tar River around Raw Water Intake Screens'

Bidders shall identify each exception by specification page and paragraph number on this form. The omission of exception assumes complete compliance with the Specifications.

<u>Page/Paragraph #</u>	<u>Exception/Variation</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
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_____	_____
_____	_____

Firm Represented: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Authorized Signature of Certification: \_\_\_\_\_

Date: \_\_\_\_\_

**E-VERIFY LETTER OF COMPLIANCE**

1. I have submitted a proposal for contract or desire to enter into a contract with the Greenville Utilities Commission;
2. As part of my duties and responsibilities pursuant to said proposal and/or contract, I affirm that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
3. \_\_\_After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or
4. \_\_\_I employ less than twenty-five (25) employees in the State of North Carolina.
5. As part of my duties and responsibilities pursuant to said proposal and/or contract, I affirm that to the best of my knowledge and subcontractors employed as a part of this proposal and/or contract, are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
6. \_\_\_After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retains the record of the verification of work authorization while the employee is employed and for one year thereafter; or
7. \_\_\_Employ less than twenty-five (25) employees in the State of North Carolina.

Specify subcontractor: \_\_\_\_\_

\_\_\_\_\_ (Company Name)

By: \_\_\_\_\_ (Typed Name)

\_\_\_\_\_ (Authorized Signatory)

\_\_\_\_\_ (Title)

\_\_\_\_\_ (Date)

### SECTION III

#### TERMS AND CONDITIONS FOR SERVICES OR THE PURCHASE OF

#### APPARATUS, SUPPLIES, MATERIALS, EQUIPMENT OR SERVICES

#### NOT SUBJECT TO A FORMAL BID

These Terms and Conditions, made and entered into on this purchase order date and between GREENVILLE UTILITIES COMMISSION OF THE CITY OF GREENVILLE, PITT COUNTY, NORTH CAROLINA, with one of its principal offices and places of business at 401 S. Greene Street, Post Office Box 1847, Greenville, Pitt County, North Carolina 27835-1847, hereinafter referred to as "GUC" and the vendor as identified on the purchase order, hereinafter referred to as "PROVIDER";

#### **1.0 TAXES**

No taxes shall be included in any bid prices. GUC is exempt from Federal Excise Tax. GUC is not exempt from North Carolina state sales and use tax or, if applicable, Pitt County sales and use tax. Such taxes shall be shown as a separate item on the invoice.

#### **2.0 INVOICES**

It is understood and agreed that orders will be shipped at the established contract prices and quantities in effect on dates orders are placed. Invoicing at variance with this provision may subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate line item. All invoices must bear the GUC purchase order number. Mail all invoices to Greenville Utilities Commission, Finance Department, P. O. Box 1847, Greenville, N.C. 27835-1847.

#### **3.0 PAYMENT TERMS**

Payments for apparatus, supplies, materials, equipment or services will be made after the receipt and acceptance and after submission of a proper invoice. GUC's normal payment policy is thirty (30) days. GUC will not be responsible for any goods delivered without a purchase order having been issued. Payment will be made in U. S. currency only.

#### **4.0 CONDITION AND PACKAGING**

It is understood and agreed that any item offered or shipped shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

#### **5.0 SPECIFICATIONS**

Any deviation from specifications must be clearly pointed out, otherwise, it will be considered that items offered are in strict compliance with specifications, and the Provider will be held responsible. Deviations must be explained in detail. **The Provider shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**



## **6.0 AWARD OF CONTRACT**

All purchases will be based on the lowest responsible, responsive offer that is most advantageous to GUC as determined upon consideration of such factors as prices offered, the quality of the article(s) offered, the general reputation and performance capabilities of the Provider, substantial conformity with the specifications the suitability of the article(s) for the intended use, the related materials needed, the date(s) of delivery and performance, and such other factors deemed by GUC to be pertinent or peculiar to the purchase in question.

Acceptance of the order includes acceptance of all terms, conditions, prices, delivery instructions, and specifications as shown on this set of Terms and Conditions and in this order or attached to and made a part of this order.

The conditions of this order cannot be modified except by written amendment in the form of "Amended Purchase Order," which has been approved by GUC's Purchasing Department.

In the event of a Provider's failure to deliver or perform as specified, GUC reserves the right to cancel the order or any part thereof, without prejudice to GUC's other rights. The Provider agrees that GUC may return part of or all of any shipment at Provider's expense. GUC may charge the Provider with all reasonable expenses resulting from such failure to deliver or perform.

## **7.0 MEDIATION/BINDING ARBITRATION**

In the event of any dispute between the Parties, the Parties agree to submit any dispute to non-binding mediation before a mutually agreeable Mediator prior to initiating litigation. If the Parties are unable to agree upon a Mediator within thirty (30) days after demand therefore, either Party may petition a Court of competent jurisdiction for the designation of a qualified Mediator for these purposes. Each Party shall bear its own costs and expenses of participating in the mediation (including, without limitation, reasonable attorneys' fees), and each Party shall bear one-half (1/2) of the costs and expenses of the Mediator. Unless otherwise agreed, the Parties will hold the mediation in Greenville, North Carolina. The matters discussed or revealed in the mediation session shall not be disclosed in any subsequent litigation.

In the event the matter is not resolved in mediation, either Party may request arbitration. The parties shall jointly select an Arbitrator, and shall be bound by the decision of the Arbitrator with respect to any dispute between the parties with respect to this Agreement. If the parties are unable to mutually agree upon an Arbitrator, the Parties shall each select an Arbitrator, and the two Arbitrators so selected shall select a third Arbitrator, and the decision of the majority of the Arbitrators shall be conclusive and binding upon the Parties. The Parties at all times agree to equally split the costs of any Arbitrator(s) selected in an effort to resolve the dispute between the Parties. Any party desiring to resolve a dispute under the terms of this Agreement shall notify the other Party in writing, and the Parties shall seek to agree upon a mutually agreed-upon Arbitrator within a period of ten (10) days from the date of such written demand. If the Parties are unable to agree within such ten (10) day period, the Parties shall each select an Arbitrator, and the two (2) Arbitrators so selected shall select a third Arbitrator within fifteen (15) days from the date of the written demand for arbitration, and a decision shall be rendered by the Arbitrator(s) so selected within five (5) days after such Arbitrator(s) is selected.

**8.0 GOVERNMENT RESTRICTIONS**

In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the successful Provider to notify the GUC Procurement Manager, at once, indicating in its letter the specific regulation which required such alterations. GUC reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or, in the sole discretion of GUC, to cancel the contract.

**9.0 INSURANCE**

9.1 **Coverage** – The Provider at its sole cost and expense shall provide commercial insurance of such type and with the following coverage and limits:

9.1.1 **Worker’s Compensation** – The Provider shall provide and maintain Worker’s Compensation Insurance, as required by the laws of North Carolina, as well as employer’s liability coverage with minimum limits of \$1,000,000 each accident, covering all Provider’s employees who are engaged in any work under the contract. If any work is sublet, the Provider shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.

9.1.2 **General Liability** – Commercial Liability Coverage written on an “occurrence” basis in the minimum amount of \$1,000,000 per occurrence.

9.1.3 **Automobile** – Automobile Liability Insurance, to include coverage for all owned, hired, and non-owned vehicles used in connection with the contract with a minimum combined single limit of \$1,000,000 per accident.

9.2 **Requirements** - Providing and maintaining adequate insurance coverage is a material obligation of the Provider. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized to do business in North Carolina by the Commissioner of Insurance. The Provider shall at all times comply with the terms of such insurance policies and all requirements of the insurer under any of such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Provider shall not be interpreted as limiting the Provider’s liability and obligations under the contract. It is agreed that the insurance carrier will provide 30 day written notice of cancellation by regular mail to the GUC’s Procurement Manager. Any waiver of insurance must be approved by the Procurement Manager.

Waiver approved:

\_\_\_\_\_   
 Procurement Manager

**10.0 PATENTS AND COPYRIGHTS**

The Provider shall hold and save GUC, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses, including reasonable attorney fees, on account of any copyrighted articles or any patented or unpatented invention, device or appliance manufactured or used in the performance of this contract.

#### **11.0 PATENT AND COPYRIGHT INDEMNITY**

The Provider will defend or settle, at its own expense, any action brought against GUC to the extent that it is based on a claim that the product(s) provided pursuant to this agreement infringe any U.S. copyright or patent; and will pay those costs, damages, and attorney fees finally awarded against GUC in any such action attributable to any such claim, but such defense, settlements, and payments are conditioned on the following: (1) that Provider shall be notified promptly in writing by GUC of any such claim; (2) that Provider shall have sole control of the defense of any action on such claim and of all negotiations for its settlement or compromise; (3) that GUC shall cooperate with Provider in a reasonable way to facilitate the settlement of defense of such claim; (4) that such claim does not arise from GUC modifications not authorized by the Provider or from the use of combination of products provided by the Provider with products provided by GUC or by others; and (5) should such product(s) become, or in the Provider's opinion likely to become, the subject of such claim of infringement, then GUC shall permit Provider, at Provider's option and expense, either to procure for GUC the right to continue using the product(s), or replace or modify the same so that it becomes non-infringing and performs in a substantially similar manner to the original product.

#### **12.0 ASSIGNMENT**

No assignment of the Provider's obligations or the Provider's right to receive payment hereunder shall be permitted without the express written consent of GUC, provided however, upon written request approved by the GUC Procurement Manager, solely as a convenience to the Provider, GUC may:

- Forward the Provider's payment check directly to any person or entity designated by the Provider, and
- Include any person or entity designated by Provider as a joint payee on the Provider's payment check.
- In no event shall such approval and action obligate GUC to anyone other than the Provider, and the Provider shall remain responsible for fulfillment of all contract obligations.

#### **13.0 ACCESS TO PERSON AND RECORDS**

GUC shall have reasonable access to persons and records of Provider as a result of all contracts entered into by GUC.

#### **14.0 INSPECTION AT BIDDER'S SITE**

GUC reserves the right to inspect, at a reasonable time, the item, plant, or other facilities of a prospective Provider prior to contract award and during the contract term as necessary for GUC's determination that such item, plant, or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract. Provider may limit GUC's access to restricted areas.

## **15.0 AVAILABILITY OF FUNDS**

Any and all payments of compensation of this specific transaction and any continuation or any renewal or extension are dependent upon and subject to the allocation of GUC funds for the purpose set forth in this Agreement.

## **16.0 GOVERNING LAWS**

All contracts, transactions, or agreements are made under and shall be governed by and construed in accordance with the laws of the State of North Carolina.

## **17.0 ADMINISTRATIVE CODE**

Quotes, bids, proposals, and awards are subject to applicable provisions of the North Carolina Statutes, Rules, Regulations, or Administrative Codes.

## **18.0 CLARIFICATIONS/INTERPRETATIONS**

Any and all questions regarding these Terms and Conditions must be addressed to the GUC Procurement Manager. Do not contact the user directly. **These Terms and Conditions are a complete statement of the parties' agreement and may only be modified in writing signed by Provider and GUC's Procurement Manager.**

## **19.0 SITUS**

The place of all contracts, transactions, agreements, their situs and forum, shall be North Carolina, where all matters, whether in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

## **20.0 TERMINATION OF AGREEMENT**

GUC or Provider may terminate this Agreement for just cause at any time. Provider will be paid for all labor and expenses incurred as of the termination date. Just cause shall be based on reasonable grounds, and there must be a fair and honest cause or reason for such action. The causes for termination, include, but are not limited to: (1) Provider's failure to comply with the services in this agreement, (2) Provider's failure to perform in accordance with this Agreement, (3) Provider's disregard of laws and regulations related to this Agreement, (4) Provider's violation of the provisions of the Agreement, (5) Provider's failure to perform in accordance with all project requirements, or (6) Provider's failure to work in accordance with GUC's policies and/or procedures.

## **21.0 DELIVERY**

Time is of the essence with respect to all deliveries under this Agreement.

Delivery of all equipment, materials, or supplies shall be made Free on Board (FOB) GUC WTP , 1721 Waterway Road , Greenville, North Carolina 27834, unless otherwise specified. The agreed price for such equipment, materials, or supplies shall include all costs of delivery and ownership, and risks of loss shall not be transferred from Provider to GUC until express written acceptance of delivery and inspection by GUC. Delivery hours are between 8:00 AM and 4:30 PM Monday-Friday only. **GUC's**

**purchase order number is to be shown on the packing slip or any related documents.** GUC reserves the right to refuse or return any delivery with no purchase order number or which is damaged. GUC will not be charged a restocking fee for any delivery which is refused or returned.

## **22.0 INDEMNITY PROVISION**

Provider agrees to indemnify and save GREENVILLE UTILITIES COMMISSION of the City of Greenville, Pitt County, North Carolina, and the City of Greenville, North Carolina, its co-owners, joint venturers, agents, employees, and insurance carriers harmless from any and all Third Party claims, actions, costs, expenses, including reasonable attorney fees, judgments, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to third party tangible property arising out of the negligent performance of the terms of this Contract by Provider; including, but not limited to, Provider's employees, agents, subcontractors, and others designated by Provider to perform work or services in, about, or attendant to, the work and services under the terms of this Contract. Provider shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, directly and proximately caused by the negligence of Greenville Utilities Commission of the City of Greenville, Pitt County, North Carolina. Insurance covering this indemnity agreement by Provider in favor of Greenville Utilities Commission of the City of Greenville, Pitt County, North Carolina, and the City of Greenville, North Carolina, shall be provided by Provider.

## **23.0 FORCE MAJEURE**

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. In any such event of force majeure, the parties shall advise each other of such event, and the parties shall negotiate an equitable adjustment to their respective obligations under this Agreement.

## **24.0 STANDARD OF CARE**

The Provider hereby agrees to abide by the standard of care generally accepted in the engineering profession in the performance of services under this contract.

## **25.0 INTEGRATED CONTRACT**

These Terms and Conditions represent the entire contract between the Parties. No verbal or other written agreement(s) shall be held to vary the provisions of this Agreement.

## **26.0 CONTRACT PROVISIONS**

Each of the provisions of these Terms and Conditions shall apply to the full extent permitted by law, and the invalidity in whole or in part of any provision shall not affect the remainder of such provision or any other provisions.

## **27.0 E-VERIFY**

E-Verify - I understand that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program

used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25 et seq. I am aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of my knowledge, any subcontractors employed by me as a part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.

**28. AFFIRMATIVE ACTION**

The Provider will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

**29. IRAN DIVESTMENT ACT CERTIFICATION**

By acceptance of this purchase order, Vendor/Contractor certifies that, as of the date of the purchase order or contract, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Vendor/Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

**30.0 UNIFORM GUIDANCE**

Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

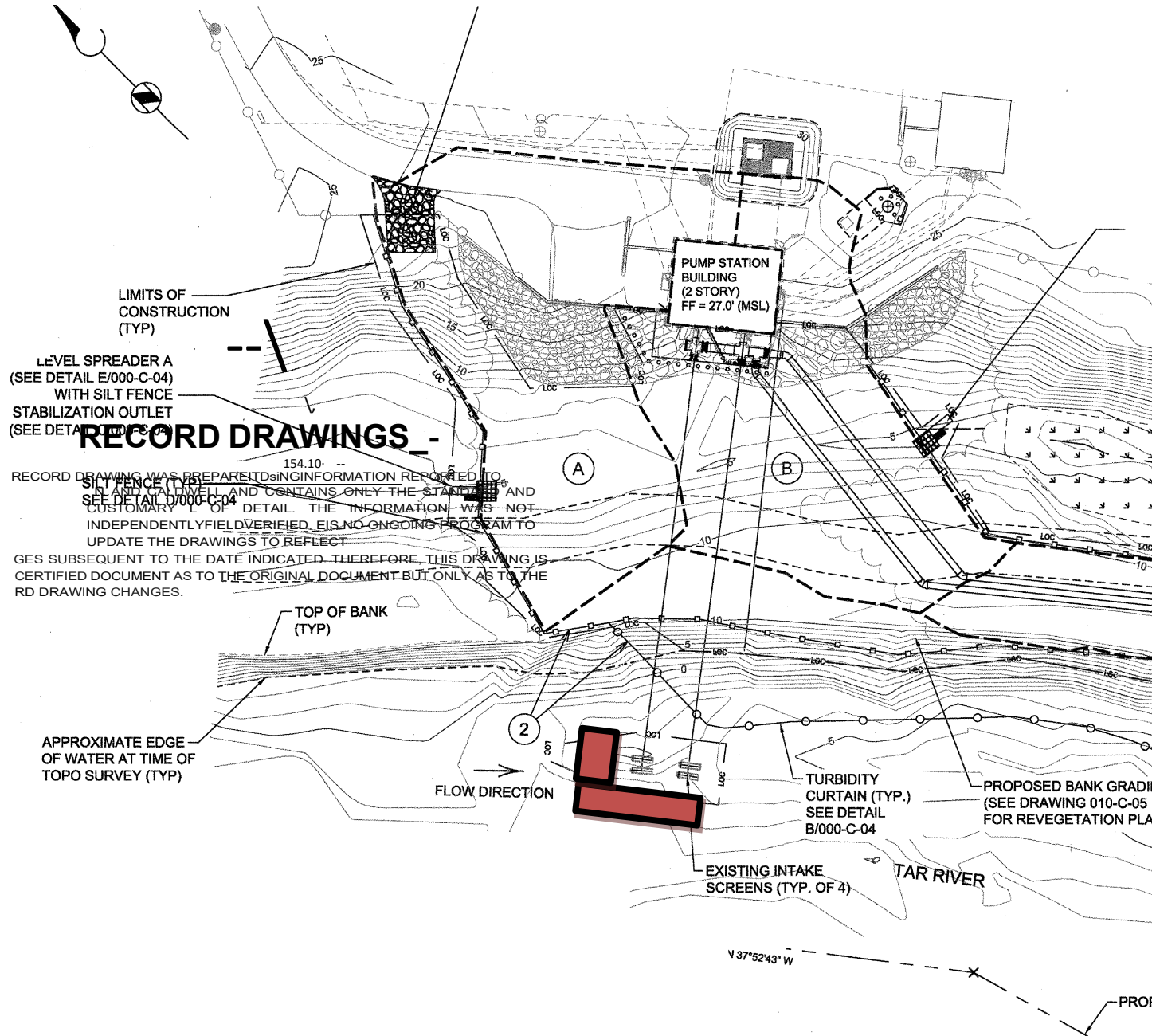
**31.0 NOTICES**

Notices to the Parties should be sent to the addresses specified on the first page of these Terms and Conditions.

Cleve Haddock, Lifetime CLGPO  
Procurement Manager  
Greenville Utilities Commission  
401 South Greene Street  
Greenville, N.C. 27834

Vendor Specified on Page 1 of Section III

Exhibit A



**RECORD DRAWINGS**

RECORD DRAWING WAS PREPARED USING INFORMATION REPORTED TO SILT FENCE (TYP) AND CONTAINS ONLY THE STANDARD AND CUSTOMARY L OF DETAIL. THE INFORMATION WAS NOT INDEPENDENTLY FIELD VERIFIED. EIS NO ONGOING PROGRAM TO UPDATE THE DRAWINGS TO REFLECT CHANGES SUBSEQUENT TO THE DATE INDICATED. THEREFORE, THIS DRAWING IS NOT A CERTIFIED DOCUMENT AS TO THE ORIGINAL DOCUMENT BUT ONLY AS TO THE RECORD DRAWING CHANGES.

DOCUMENT ORIGINALLY ISSUED AND SEALED BY ROBERT A. TEEM, N.C.P.E. 9, DATED JUNE 2, 2009

F WFRF Nn RFr.nRn r.HANr::Fs MA nF Tn THIS nRAWInr:: THIS IS RASFn (N CONFIRMED BY THE CONTRACTOR WHO IS RESPONSIBLE FOR GETTING

**EROSION AND SEDIMENTATION CONTROL PLAN**

Exhibit B

