

ADVERTISEMENT FOR BIDS

Sealed proposals will be received in the Office of the Procurement Manager, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 3:00 PM (EDST) on April 27, 2023, and immediately thereafter publicly opened and read for the Tree Trimming Services.

Instructions for submitting bids and complete specifications will be available in the Office of the Procurement Manager, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina during regular office hours, which are 8:30AM – 5:00PM Monday through Friday.

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

SECTION I
GENERAL INSTRUCTIONS FOR FORMAL BIDS
RELATED TO THE PURCHASE OF APPARATUS, SUPPLIES,
MATERIALS, EQUIPMENT AND SERVICES
APRIL 27, 2023

1.0 NOTICE TO BIDDERS

Sealed bids, subject to the conditions made a part hereof, will be received in the Office of the Procurement Manager, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 3:00 pm (EST) on the day of opening. **Bids submitted in a fax or e-mail in response to this Invitation for Bids will not be acceptable. Late Bids will not be considered.**

2.0 STANDARD FORMS REQUIRED

Each bidder must submit a proposal on the enclosed bid forms. **The bid must be signed by an authorized official of the firm. Return only the attached Proposal Form. Do not return the Advertisement for Bids, Instructions to Bidders or Specifications.**

3.0 PREPARATION OF BID

Bids must be in sealed envelopes clearly marked on the outside with the name of the bid and the bid opening date and time. Bid shall be addressed to PROCUREMENT MANAGER, GREENVILLE UTILITIES COMMISSION, 401 S. GREENE STREET, GREENVILLE, NORTH CAROLINA 27834.

4.0 TIME FOR OPENING BIDS

Bids will be opened promptly and read at the hour and on the date set forth in the advertisement in the Office of the Procurement Manager, Greenville Utilities Main Office, 401 S. Greene Street, Greenville, North Carolina. Bidders or their authorized agents are invited to be present.

5.0 DEPOSIT

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

6.0 NC SALES TAX

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

7.0 FEDERAL EXCISE TAX

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

8.0 EXCEPTIONS TO BE CLEARLY STATED

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

9.0 EVALUATION AND AWARD OF BIDS

GUC reserves the right to reject any and all bids, to waive any and all informalities, and to disregard all nonconforming or conditional bids or counter proposals. In evaluating bids, GUC shall consider whether the bids 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 bid is to be awarded, it will be awarded to the lowest responsible bidder whose evaluation by GUC indicates that the award will be in GUC's best interests. Only firm prices will be considered for award of this bid.

10.0 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.

11.0 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 bids are stated both in numbers and in words, the words govern.

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/or labor.

14.0 QUANTITIES

Quantities specified are only estimates of GUC's requirements. GUC reserves the right to purchase more or less than the stated quantities at prices indicated in the submitted Proposal Form based on our actual needs.

15.0 DELIVERY

Shipments will be made only upon individual releases from a blanket purchase order issued by GUC in accordance with GUC's current needs. 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 Warehouse, 701 Utilities Way, 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.

16.0 DELIVERY TIME

Delivery time is to be stated and will be considered in the evaluation of bids. Failure by the successful bidder to meet quoted delivery shall be interpreted as non-compliance with these specifications and may be deemed sufficient cause for removal of the manufacturer and/or distributor from our lists as acceptable manufacturers or bidders.

17.0 MANUFACTURER

Bidder is to specify the manufacturer of cables being quoted. If requested, bidder shall identify the place of manufacturer of all cables quoted.

18.0 CONTACT INFORMATION

Questions regarding this bid request must be received by **April 12, 2023** and must be directed to Cleve Haddock, CLGPO, Procurement Manager at (252) 551-1533, haddockc@guc.com.

19.0 TERMS AND CONDITIONS

The attached Terms and Conditions apply to all purchases made by Greenville Utilities Commission (GUC) and must be considered as part of the bid proposal.

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SECTION II
GREENVILLE UTILITIES COMMISSION
REQUEST FOR BID TREE TRIMMING SERVICES SPECIFICATIONS
APRIL 27, 2023

General Description

The successful Contractor will supply labor, tools and equipment as specified necessary to provide services capable of independently performing line clearing along GUC's electric facilities within region T1. **See Appendix A for map of Region T1.** Also included is an optional line item for performing trimming on transmission within region T1.

Region T1 includes approximately 51 miles of overhead distribution and 8 miles of Transmission. Transmission is highlighted in yellow on the map in Appendix A, some portions may not require trimming.

Safety

Job site activities shall at all times be conducted in accordance with all applicable Federal, State and Local requirements, to include but not limited to, the North Carolina Occupational Safety and Health Standards, The National Electrical Safety Code and the North Carolina Manual on Uniform Traffic Control Devices for Streets and Highways.

Work Week

The work week will be within GUC's normal working hours. These hours are 7:00 a.m. to 5:30 p.m. Monday through Friday excluding holidays, as shown on the attached holiday schedule.

Damage to Facilities

The Contractor shall be responsible for damages to any Greenville Utilities Commission or customer-owned facilities caused by its employees.

Supervision

The Contractor shall remain in close communication with the GUC Representative at all times. No work shall commence unless it has been directed by the GUC Representative.

Scope of Work

All tree trimming services shall conform to good forestry standards.

All trees and debris generated by the Contractor from tree trimming shall be chipped and removed from the site and transported to GUC's designated chip dump area. At a minimum, trees shall be trimmed back to existing cuts of prior line-clearing activities. In general, the guidelines in Appendix B shall be used. Appendix B will be used as a guideline, GUC reserves the right to require additional reasonable trimming of specific trees for no additional cost.

Customer Notification

Greenville Utilities Commission will provide advance notification of customers being affected by tree trimming activities. All tree trimming requests will be referred to the Greenville Utilities Commission Representative and approved prior to removal.

Emergency Services (Not Applicable)

Contingency

Any situation which occurs such that the Contractor cannot satisfactorily perform the job, should be brought to the attention of the Greenville Utilities Commissions Representative immediately. The Contractor will be required to respond to customer complaints within 24 hours. If the GUC Representative deems a complaint valid, the Contractor will be expected to resolve the claim immediately. The successful Contractor is responsible for all costs as a result of its and/or employee(s) negligence.

Contractor Employees

Employees will maintain a professional attitude toward the work being performed and toward any and all customer contact incurred while working.

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GREENVILLE UTILITIES COMMISSION

VENDOR PROFILE QUESTIONNAIRE

1. Please provide a brief history of your firm: _____

2. Please provide a statement of qualifications and describe experience level for each crew position: _____

3. Please provide your firm's office location(s): _____

4. Please provide a list of similar work completed or in process: _____

5. Please describe age and type of equipment proposed: _____

6. Please provide at least three (3) references with contact information:

Questions 1–6 must be answered. GUC reserves the right to reject any bid that has incomplete responses.

GREENVILLE UTILITIES COMMISSION

BID FORM, APRIL 27, 2023

FOR TREE TRIMMING SERVICES

The undersigned respondent hereby declares that it has carefully examined the enclosed detailed specifications for furnishing GUC with the services listed below. The undersigned respondent further agrees, if this bid is accepted within thirty (30) days from the date of the opening, to furnish any or all of the items upon the quoted prices.

BID SUMMARY

TOTAL TREE TRIMMING COST FOR REGION T1 \$ _____

OPTIONAL:

TOTAL TREE TRIMMING COST FOR TRANSMISSION \$ _____

All questions pertaining to this RFB must be received by or before April 12, 2023.

Start Date For All Tree Removal is July 1, 2023 and All Tree Removal Must be Completed By January 1, 2024 Per The Specifications And Tree Locations Identified Within This RFB.

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Letter of Compliance to E-Verify for Greenville Utilities Commission

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)

It is certified that this proposal is made in good faith and without collusion or connection with any other person responding 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).

Certified check or cash for \$ n/a or proposal bond for \$ n/a attached.

Firm Name _____ Phone (____) _____

Address _____

City _____ State _____ Zip Code _____

Fax (____) _____ E-Mail _____

Authorized Official _____ Title _____
Typed Name

Signature Date _____

Three (3) copies of your bid should be received no later than
April 27, 2023 at 3:00 PM (EDST).

NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM(S)

(RETURN ONLY THIS FORM(S) AND EXCEPTION, E-VERIFY)

MEMORANDUM

TO: All Employees
DATE: July 15, 2022
SUBJECT: 2023 HOLIDAY SCHEDULE

The following holidays will be observed by the City of Greenville and Greenville Utilities Commission during 2023:

New Year's (2023)	Monday, January 2, 2023
Martin Luther King, Jr. Day	Monday, January 16, 2023
Good Friday	Friday, April 7, 2023
Memorial Day	Monday, May 29, 2023
Juneteenth	Monday, June 19, 2023
Independence Day	Tuesday, July 4, 2023
Labor Day	Monday, September 4, 2023
Veterans Day	Friday, November 10, 2023
Thanksgiving	Thursday, November 23, 2023 Friday, November 24, 2023
Christmas	Monday, December 25, 2023 Tuesday, December 26, 2023
New Year's (2024)	Monday, January 1, 2024

For 2023, the floating holiday has been designated as a personal day that eligible employees may use at any time during the year, with supervisory approval.

This information is being provided now in order to allow you to make personal plans for the use of the holidays.



Ann E. Wall
City Manager



Anthony C. cJnnon
GUC General Manager/CEO

SECTION III

TERMS AND CONDITIONS FOR THE PURCHASE OF APPARATUS, SUPPLIES, MATERIALS, EQUIPMENT AND SERVICES

These Terms and Conditions, made and entered into on this the _____ day of _____, by 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 _____, a _____ organized and existing under and by virtue of the laws of the State of _____, with one of its principal offices and places of business at _____, 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, NC 27835-1847.

3.0 PAYMENT TERMS

Payments for equipment, materials, or supplies will be made after the receipt and acceptance of the equipment, materials, or supplies 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 QUANTITIES

Quantities specified are only estimates of GUC's requirements. GUC reserves the right to purchase more or less than the stated quantities at prices indicated in the submitted Proposal Form based on our actual needs.

5.0 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.

6.0 CONDITION AND PACKAGING

Unless otherwise indicated in the bid, 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.

7.0 SAMPLES

Samples of items, if required, must be furnished free of expense to GUC, and if not destroyed, will, upon request, be returned at the Provider's expense. Request for the return of samples must be made at the bid opening, otherwise, the samples will become GUC's property. Each individual sample must be labeled with Provider's name.

8.0 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.**

9.0 INFORMATION AND DESCRIPTIVE LITERATURE

Providers are to furnish all information requested. Further, as may be specified elsewhere, each Provider must submit with its proposal: cuts, sketches, descriptive literature, and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid does not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.

10.0 AWARD OF CONTRACT

As directed by statute, qualified bids will be evaluated and acceptance made of the lowest responsible, responsive bid 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 and other conditions set forth in the bid, the suitability of the article(s) for the intended use, the related services 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 Procurement Manager.

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.

11.0 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.

12.0 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.

13.0 INSURANCE

13.1 Coverage – During the term of the contract, the Provider at its sole cost and expense shall provide commercial insurance of such type and with the following coverage and limits:

13.1.1 Workers' Compensation – The Provider shall provide and maintain Workers' 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.

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

13.1.3 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.

13.2 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 coverage as stated shall not be canceled or changed until thirty (30) days after written notice of such termination or alteration has been sent by registered mail to GUC’s Procurement Manager.

14.0 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.

15.0 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.

16.0 EXCEPTIONS

All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price catalogs, and other documents as part of a Provider’s response will be waived and have no

effect on this Request for Proposal or any other contract that may be awarded resulting from this solicitation. The submission of any other terms and conditions by a Provider may be grounds for rejection of the Provider's proposal. The Provider specifically agrees to the terms and conditions set forth in this set of Terms and Conditions by affixing its name on the signatory page contained herein.

17.0 CONFIDENTIAL INFORMATION

Except as provided by statute and rule of law, GUC will keep trade secrets which the Provider does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Provider. Cost information shall not be deemed confidential. The determination of whether a matter is confidential will be determined by North Carolina law.

18.0 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.

19.0 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.

20.0 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.

21.0 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.

22.0 GOVERNING LAWS

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

23.0 ADMINISTRATIVE CODE

Bids, proposals, and awards are subject to applicable provisions of the North Carolina Administrative Code.

24.0 EXECUTION

In the discretion of GUC, failure of a duly authorized official of Provider to sign the Signatory Page may render the bid invalid.

25.0 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 the GUC Procurement Manager.**

26.0 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.

27.0 TERMINATION OF AGREEMENT

GUC or Provider may terminate this Agreement for just cause at any time. Provider will be paid for all time and expenses incurred as of the termination date. Termination for just cause by either party shall be by certified letter and shall be effective thirty (30) days after signed and acknowledged receipt of said letter. 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 persistent failure to perform in accordance with the Terms and Conditions, (2) Provider's disregard of laws and regulations related to this transaction, and/or (3) Provider's substantial violation of the provisions of the Terms and Conditions.

28.0 DELIVERY

Shipments will be made only upon releases from a purchase order issued by GUC in accordance with GUC's current needs.

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 Warehouse, 701 Utility Way, 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.

29.0 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.

30.0 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.

31.0 WARRANTY(IES)

The Provider hereby includes all warranties, whether expressed or implied, including, but not limited to, the Implied Warranty of Merchantability and the Implied Warranty of Fitness for a Particular Purpose.

32.0 INTEGRATED CONTRACT

These Terms and Conditions, Instructions to Bidders, Specifications, and the selected Provider's bid represents the entire contract between the Parties. No verbal or other written agreement(s) shall be held to vary the provisions of this Agreement.

33.0 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.

34.0 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.

35.0 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.

36. 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).

37.0 NOTICES

Notices to the Parties should be sent to the names and addresses specified below:

Cleve Haddock, CLGPO
Procurement Manager
Greenville Utilities Commission
P.O. Box 1847
Greenville, NC 27835-1847

Vendor Specified on Page 1 of Section III when awarded.

GREENVILLE UTILITIES COMMISSION

By: _____
Anthony C. Cannon

Title: General Manager/CEO
(Authorized Signatory)

Date: _____

Attest: _____

Name (Print): Amy Wade

Title: Executive Secretary

Date: _____

(OFFICIAL SEAL)

COMPANY NAME:

By: _____

Name (Print): _____

Title: _____
(Authorized Signatory)

Date: _____

Attest: _____

Name (Print): _____

Title: Corporate Secretary

Date: _____

(CORP. SEAL)

APPROVED AS TO FORM AND LEGAL CONTENT:

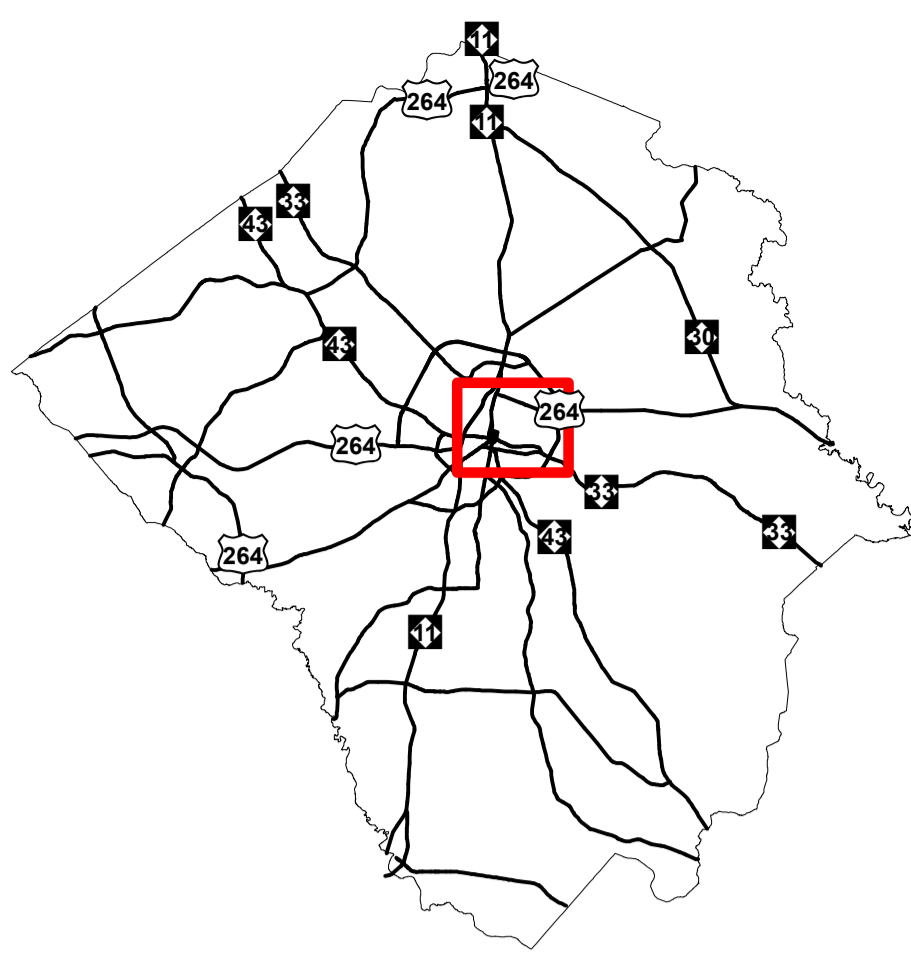
By: _____
Phillip R. Dixon

Title: General Counsel

Date: _____

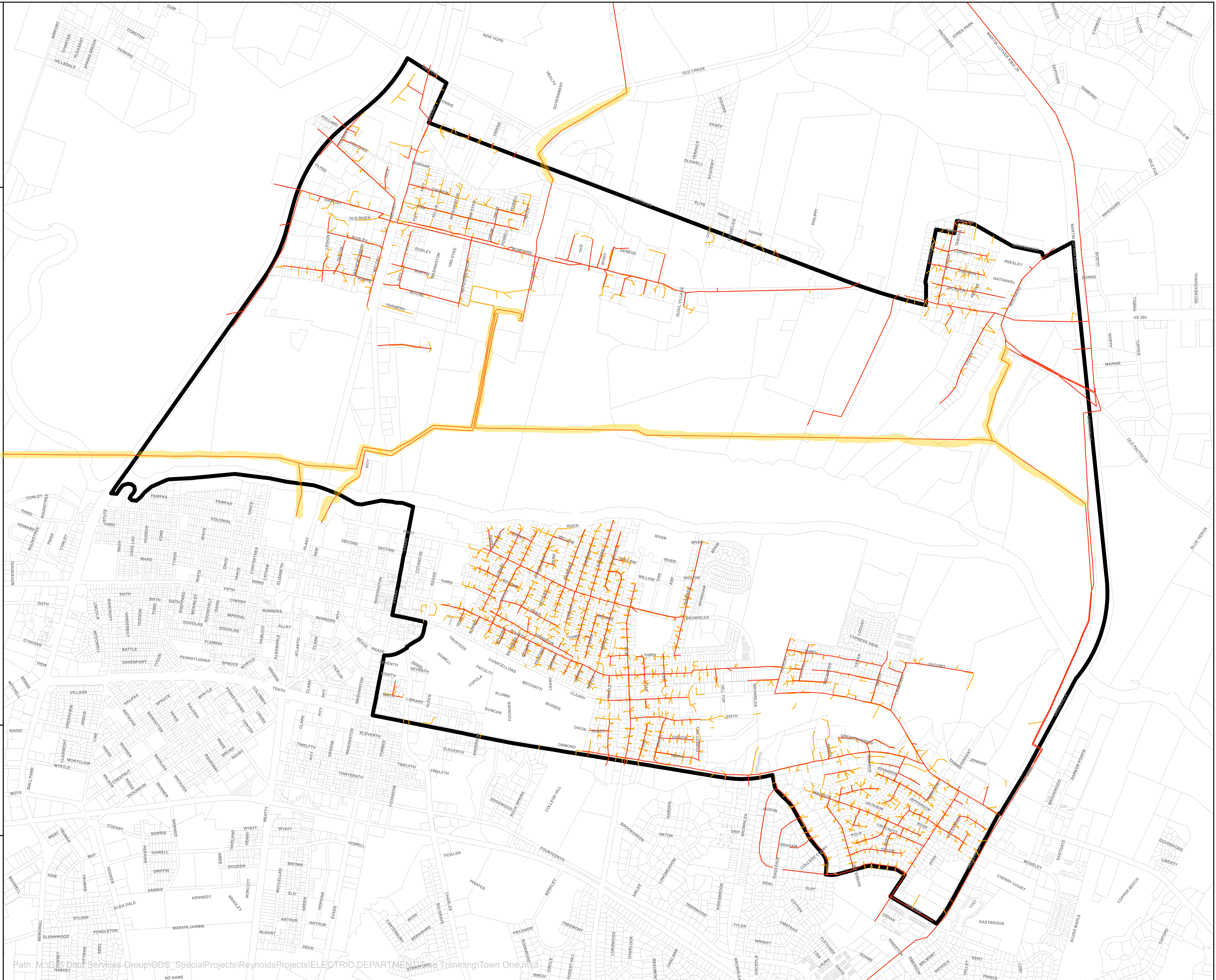
Appendix A: Region T1 Route Map

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Legend

- Primary OH
- Secondary OH
- Town1



**Town One
PITT COUNTY NC**



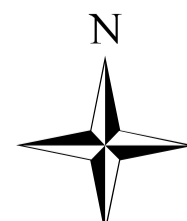
3355 NC 43 Hwy.
PO Box 1847
Greenville, NC 27835

GUC DISCLAIMER

Electric, Water, Sewer and Gas facilities depicted on this map are for illustrative purposes only and may not be relied upon as an accurate representation for spatial reference. Possession of a Greenville Utilities Commission (GUC) map in any format does not signify approval of accuracy, nor does it imply approval to be shared with any third party. This map is not a certified survey. The source data is referenced from Pitt County Planning Department, the City of Greenville and GUC.



Know what's below.
Call before you dig.
Contact North Carolina 811 at "811" or "800-632-4949" for on-site utilities location services prior to any excavations.



100
Feet

Appendix B: GUC Tree Trimming Guidelines

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Greenville Utilities

Vegetation Management Guidelines



***Greenville
Utilities***

1.0 Overview

Greenville Utilities Commission (GUC) acknowledges that trees in rural and urban settings are a vital element of the quality of life. However, when tree limbs become too close to power lines, it is dangerous and electric service can be impaired. Greenville Utilities' power line right-of-way responsibilities are first, to maintain public safety and the safety of our employees, and second, to provide reliable power to our community.

Trees growing near energized conductors are hazardous to public safety. Trees do not have to physically touch conductors to be dangerous, given the right conditions electricity can arc from power lines to nearby trees. When these trees become energized, they can catch fire and can potentially electrocute anyone near the tree at ground level.

Trees cause the majority of power outages affecting the Utility's customers. Fallen trees and tree limbs that become entangled in lines, wind-blown branches that cross the lines as they fall to the ground, and tree limbs that grow into or close to power lines are the major causes of outages. Not only are such service interruptions inconvenient for customers, but they can also threaten public safety when power is interrupted to vital services such as hospitals, traffic signals, and fire alarm systems, or to customers with life-support systems.

As part of the Utility's obligation to provide safe and reliable electrical service to customers, the utility has developed a vegetation management program designed to keep tree limbs and shrubs safely away from power lines.

The Utility will trim all trees and vegetation around its energized power lines, fiber optic cables, utility poles and pad mount transformers. All tree trimming will be done to obtain maximum clearance with due regard to current and future tree health and symmetry. It is important to keep alleys and rights-of-way clear of debris so crews have access to perform maintenance or emergency functions safely.

2.0 Clearances

The Utility attempts to maintain a five-year trim cycle in rural areas and a three-year trim cycle in urban areas. According to the National Electric Safety Code, the amount of clearance needed in a given area depends on the voltage of the line and the type of line construction. Line sag during temperature extremes, as well as wind movement of power lines and trees also must be taken into consideration.

All tree trimming shall conform to good forestry standards with respect to line-clearing procedures. Because proper pruning requires cutting at certain points, branches will be cut at a main branching point, or at the trunk, leaving no stub. At a minimum, trees shall be trimmed back to existing cuts of prior line-clearing activities. Any limb within 10 feet of all electrical lines will be cut back. Sometimes this may mean the branch is cut more than 10 feet from the lines, but it helps preserve the health of the tree.

Directional pruning is the preferred method of trimming. Figure 1 illustrates the 10 foot minimum side clearance from tree limbs to the nearest conductor.

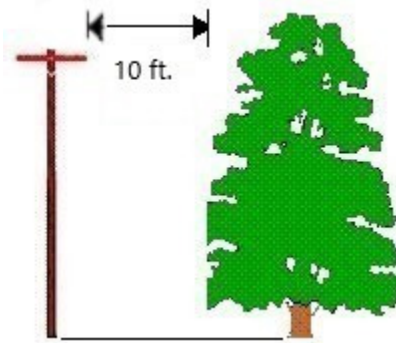


Figure 1: Minimum Side Clearance

In general, the trimming guidelines in Table 1 shall be used to maintain a minimum 10 feet of clearance.

Table 1: Minimum Trimming Guidelines

Pruning Methods	Tree Growth	Secondary Service	Primary Distribution ³
Topping	Fast Growers ¹	6 Ft.	10 Ft.
	Slow Growers ²	4 Ft.	8 Ft.
Directional	Fast Growers	6 Ft.	8 Ft.
	Slow Growers	4 Ft.	6 Ft.
Overhang	Fast Growers	6 Ft.	15 Ft.
	Slow Growers	4 Ft.	12 Ft.

¹ Fast Growers will be defined as any species whose average annual growth is greater than 24 inches or its annual sucker growth is greater than 60 inches. (Elm, Pine, Soft Maple, Poplar, Willow, etc.)

² Slow Growers will be defined as any species whose average annual growth is 24 inches or less and its annual sucker growth is 60 inches or less. (Cedar, Hard Maple, Oak, Hickory, Fruit Trees, etc.)

³ Trimming distances in Table 1 are for distribution lines at a voltage of 12.47 kV. Sub-transmission and transmission lines require greater trimming distances.

Any limb above the line to a maximum height of 20 feet will be removed. Certain main branches on older trees can remain inside the minimum clearance or overhang the line, but this depends on the health of the tree, direction of growth and likelihood of its limbs reaching the lines. Figure 2 illustrates how overhang will be trimmed.

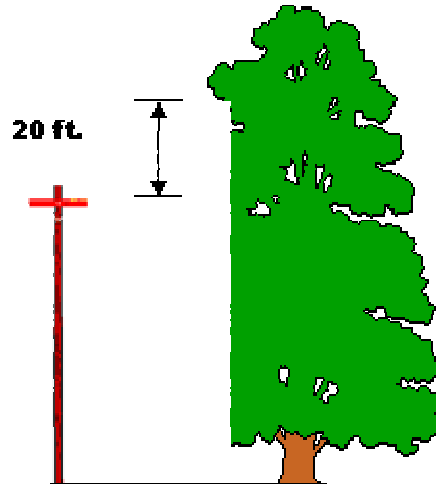
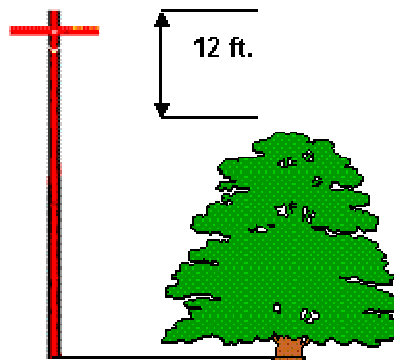


Figure 2: Overhang Trimming Method

All species located within the utility easement that have a maturity height exceeding 15 feet and with trunk diameters of 10 inches or less at chest height will be removed at ground level. Slow growing species may be left if they have a minimum trunk size exceeding 10 inches and will be pruned/topped to maintain 12 feet of clearance to the nearest primary conductor. Figure 3 illustrates the required minimum clearance for trees located within the utility easement.



3.0 Services and Street Lights

Trimming for services to residences and private lights is the responsibility of the customer. To reduce the risk of electrical hazards, the Utility will drop the service wire and re-connect it after a qualified contractor has completed the tree work. There is no charge for this service, but it must be scheduled 48 hours in advance. Contact the Utility's dispatch center to schedule this service.

4.0 Danger Tree Identification and Removal

While designing electric transmission lines an Engineer will designate danger trees along the transmission route. Danger trees are trees outside of the utility easement that

may cause undue interference with transmission lines. Greenville Utilities Commission will remove, trim, or top any tree at the discretion of the commission that is designated as a danger tree. See Appendix A for Greenville Utilities' danger tree agreement.

Appendix B illustrates the methodology used in designating danger trees. Any tree within the utility easement will be removed. Trees that will reach within 5 feet of a point underneath the outside conductor will be designated as danger trees. A 45-degree line will be drawn 5 feet from the outside conductor extending upward. Any vegetation above the line will be topped or removed at the discretion of the commission.

5.0 Stump Removal/Grinding

After removing trees within a new easement, Greenville Utilities Commission will remove or grind stumps and repair the property owner's yard at the completion of the project. Stump removal is only provided for established residential and commercial properties. Stumps on unimproved rural tracts of land will not be removed. GUC is not responsible for removing or grinding stumps of trees within an established easement or trees that were removed during routine annual trimming.

Greenville Utilities Commission may agree to reimburse for stump removal in the event a property owner elects to hire an outside contractor to remove a stump prior to project completion. Property owners shall seek GUC's reimbursement approval prior to removing the stump. If the stump is removed prior to project completion GUC will not reimburse the property owner for removal of debris or landscaping associated with stump grinding. See Table 2 column 2 for the appropriate reimbursement level. The Commission is not responsible for any damages or inadequate work caused by the property owner's contractor.

In the event a property owner elects to hire an outside contractor to remove a stump upon project completion, Greenville Utilities Commission may agree to reimburse the expense. Property owners shall seek GUC's reimbursement approval prior to removing the stump. If the stump is removed upon project completion GUC will reimburse the property owner for removal of debris or landscaping associated with stump grinding. See Table 2 column 3 for the appropriate reimbursement level. The Commission is not responsible for any damages or inadequate work caused by the property owner's contractor.

GUC will use the guidelines in Table 2 when evaluating reimbursement requests. Reimbursement levels are determined by stump diameter.

Table 2: Stump Removal Reimbursement

Stump Diameter (inch)	Cost for Stump Grind Only	Cost Stump Grind & Lanscape
<10	\$ 30.00	\$ 45.00
11-15	\$ 45.00	\$ 67.50
16-20	\$ 60.00	\$ 90.00
21-25	\$ 75.00	\$ 112.50
26-30	\$ 90.00	\$ 135.00
31-35	\$ 105.00	\$ 157.50
36-40	\$ 120.00	\$ 180.00
41-45	\$ 135.00	\$ 202.50
46-50	\$ 150.00	\$ 225.00
51-55	\$ 165.00	\$ 247.50
56-60	\$ 180.00	\$ 270.00
61-65	\$ 195.00	\$ 292.50
66-70	\$ 210.00	\$ 315.00
71-75	\$ 225.00	\$ 337.50
76-80	\$ 240.00	\$ 360.00
81-85	\$ 255.00	\$ 382.50
86-90	\$ 270.00	\$ 405.00

¹Costs in the table above will be used as guidelines and are subject to change based on the labor market. Reimbursements will be approved on a case-by-case basis.

Appendix A, Danger Tree Agreement

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NORTH CAROLINA

PITT COUNTY

**AGREEMENT TO CUT, TRIM, REMOVE, AND CLEAR
DANGER TREES ON ADJOINING PROPERTY
TO PREVENT UNDUE INTERFERENCE
WITH 115 kV ELECTRIC TRANSMISSION LINES**

THIS AGREEMENT made and entered into on this the ____ day of _____, 20____, by and between Greenville Utilities Commission of the City of Greenville, North Carolina (hereinafter referred to as "Commission") and _____ (hereinafter referred to as "Owner").

WITNESSETH:

THAT WHEREAS, Owner currently owns a tract or parcel of land denominated Parcel Number _____ according to the records in the Office of Tax Administration, Pitt County, North Carolina, with a physical address of _____, Greenville, NC 27834; and

WHEREAS, Commission is concerned that the existence of several trees and vegetation in the area with such electric transmission line now or in the future; and

WHEREAS, Commission has requested from Owner, and Owner has agreed to grant to Commission, a right to cut, clear, trim, and remove any danger trees or vegetation, or limbs, or branches that might unreasonably interfere with the reasonable operation and maintenance of such electric transmission lines; and

WHEREAS, the parties desire to reduce to writing their agreements with respect thereto.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration passing from each party to the other, receipt of which is hereby respectively acknowledged by each of the parties hereto, Commission and Owner do hereby agree each with the other as follows:

1. Owner hereby grants to the City of Greenville for the use and benefit of Commission an access easement to go upon the property of Owner at reasonable times and with the least interference to any reasonable use of Owner of such property in order to cut, clear, trim, and remove any danger trees or vegetation that may interfere unreasonably (in the discretion of Commission), in the reasonable opinion of Commission, with the operation and maintenance of a 115 kV electric transmission line constructed. For and in consideration of such grant, Commission hereby agrees to pay to Owner the full sum of _____ Dollars (\$_____) contemporaneously with the execution of this Agreement.

2. The parties stipulate and agree that it is anticipated that a line will be established from the outward boundaries of the electric transmission line so as to designate an approximately 45° angle within which any trees or vegetation may be removed, or cut, or trimmed, or cleared.

3. Commission will designate an engineer to designate all danger trees and vegetation with

advance notice to Owner, and Owner hereby agrees that thereafter Commission, or its employees or agents, may reasonably remove or top off, at its option, any such danger tree or vegetation, as herein provided.

IN TESTIMONY WHEREOF, Commission has executed this Agreement through its General Manager and attested by its Executive Secretary, all pursuant to authority of its Board of Commissioners duly given, and Owner shall adopt the word SEAL as his or her seal as hereunto described as hand and seal to this Agreement on this the year first above written. This Agreement shall become effective if and when all parties have entered into this Agreement on this the day and year first above written.

GREENVILLE UTILITIES COMMISSION OF
THE CITY OF GREENVILLE, NORTH CAROLINA

By: _____
Anthony C. Cannon
Title: General Manager/Chief Executive Officer

ATTEST:

Amy Carson Wade, Executive Secretary

[OFFICIAL SEAL]

OWNER:

By: _____ (SEAL)
Authorized Signatory

NORTH CAROLINA
PITT COUNTY

I, _____, a Notary Public for the aforesaid County and State, do hereby certify that Amy Carson Wade personally appeared before me this day and acknowledged that she is the Executive Secretary of Greenville Utilities Commission, and that by authority duly given and as an act of Greenville Utilities Commission, the foregoing instrument was signed in its name by Anthony C. Cannon, its General Manager/CEO, sealed with its official seal, and attested by herself as the Executive Secretary, all pursuant to the authority of the Board of Commissioners of Greenville Utilities Commission.

WITNESS my hand and seal, this the _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

NORTH CAROLINA
PITT COUNTY

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that _____, Owner, personally appeared before me this day and acknowledged the due execution of the foregoing Agreement.

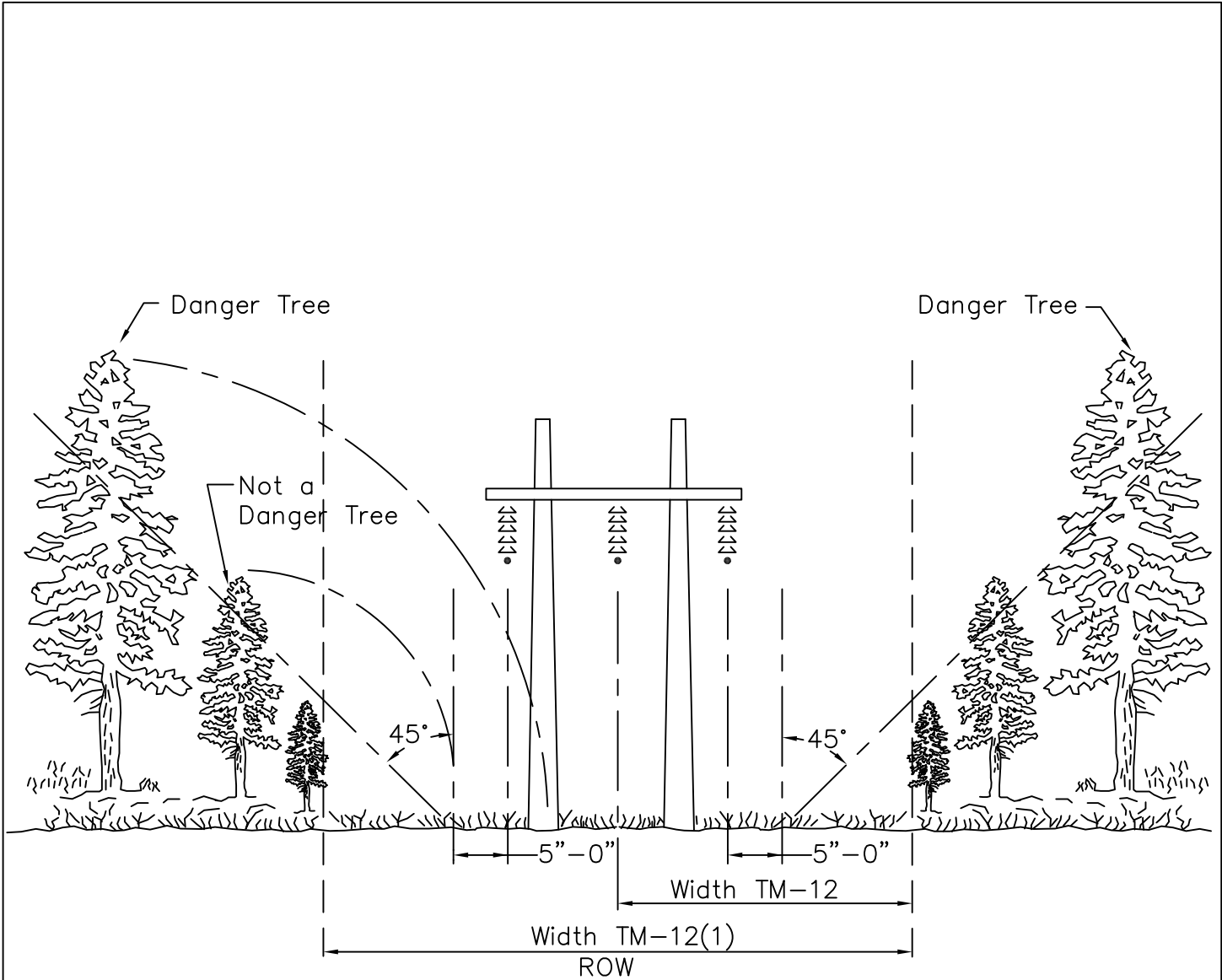
WITNESS my hand and seal, this the _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

Appendix B, Right-Of-Way Clearing Guide

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NOTES:

1. Engineer will designate all danger trees which shall be removed or topped at option of contractor. In approximately level terrain, trees which would reach within 5 feet of a point underneath the outside conductor in falling are examples of danger trees.
2. As directed by the engineer, portions of the right-of-way (ROW) must be cut so that stumps will not prevent the passage of tractor and trucks along the ROW.
3. The unit for clearing one-half of the ROW is "WIDTH TM-12."
4. The unit for clearing the full ROW is "WIDTH TM-12(1)."
5. The unit for clearing danger trees is "TM-13."

TRANSMISSION ROW CLEARING	
RIGHT-OF-WAY CLEARING GUIDE	

NO.	REVISION	DATE	