

## **ADVERTISEMENT FOR BIDS**

Sealed proposals will be received in the Office of the Buyer II, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 2:00 PM (EDST) on January 20, 2016 and immediately thereafter publicly opened and read for the furnishing of a Screenings Wash and Press Equipment System.

Instructions for submitting bids and complete specifications will be available in the Office of the Buyer II, 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.

## **SECTION I**

### **GENERAL INSTRUCTIONS FOR FORMAL BIDS**

### **RELATED TO THE PURCHASE OF APPARATUS, SUPPLIES,**

### **MATERIALS AND EQUIPMENT**

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

Sealed bids, subject to the conditions made a part hereof, will be received in the Office of the Buyer II, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 2:00 PM (EDST) on the day of opening. **Bids submitted in a fax or e-mail in response to this Invitation for Bids will not be acceptable.**

#### **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 BUYER II, 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 Buyer II, 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, 801 Mumford 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.

## **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 AND QUESTIONS**

Questions regarding this bid must be received by January 6, 2016. Responses will be made by January 13, 2016. Request should be directed to: Cleve Haddock, Buyer II at (252) 551-1533, [haddocgc@guc.com](mailto:haddocgc@guc.com), Bryan Bland, WWTP Chief of Maintenance (252) 551-1545, [blandbp@guc.com](mailto:blandbp@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**

**SPECIFICATIONS**



**GREENVILLE UTILITIES COMMISSION  
GREENVILLE, NORTH CAROLINA**

**STERLING POINTE REGIONAL PUMP STATION  
POST-CONSTRUCTION MODIFICATIONS**

**TECHNICAL SPECIFICATIONS & DRAWINGS**



October 2015

**BLACK & VEATCH  
International Company  
Business License F-0794  
11000 Regency Parkway, Suite 410  
Cary, North Carolina 27518**

Section 11325

SCREENINGS WASH/PRESS EQUIPMENT

PART 1 - GENERAL

1-1. SCOPE. This section covers the screenings wash/press systems to be furnished and installed as part of the screenings handling system in the Screenings Structure as indicated on the Drawings. The manufacturer of the wash/press shall be responsible for also furnishing all appurtenances pertaining to the wash/press.

Each wash/press system shall be furnished complete with controls, an inlet hopper, wash zone, discharge piping and wash/press drain as specified, indicated on the Drawings, or otherwise required for a complete and properly operating installation.

The screenings wash/press equipment shall be furnished by a single Screenings Handling System Supplier (SHSS) who shall provide all of the services, equipment, accessories instruments and control panels required meeting all the design conditions, testing requirements, performance guarantees, and warranties, as specified herein.

1-2. GENERAL. Equipment furnished and installed under this section shall be fabricated, assembled, erected, and placed in proper operating condition in full conformity with Drawings, Specifications, engineering data, instructions, and recommendations of the equipment manufacturer unless exceptions are noted by Engineer.

Contractor shall furnish all tools, equipment, materials, and supplies and shall perform all labor required to complete all Work as indicated on the Drawings and specified herein.

1-2.01. Coordination. Contractor shall coordinate all details of the equipment with other related parts of the Work, including verification that all structures, piping, wiring, and equipment components are compatible. Contractor shall be responsible for all structural and other alteration in the Work required accommodating equipment differing in dimensions or other characteristics from that indicated on the Drawings or in the Specifications. The equipment included in this section shall be coordinated with the existing climber-type bar screens as indicated on the Drawings.

Contractor shall bring nonpotable water (NPW, potable water downstream of backflow preventer) piping to the valve manifold supplied by the screening

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wash/press system supplier to serve all water supply and spray water systems on the unit. Contractor shall install valves and threaded unions as required to facilitate the disconnection and removal of the wash/press unit from its installed location.

1-2.02. Power Supply. Power supply to the equipment shall be 480 volts, three phase, 60 Hz. Power supply for controls shall be 120 volt, single phase, 60 Hz.

1-2.03. Electrical Equipment. All electrical equipment shall conform to the applicable standards of the National Electrical Manufacturer's Association (NEMA) and the National Electrical Code (NEC). Both power and control equipment shall be insulated for not less than 600 volts even though operating voltages may be lower. All electrical components and equipment furnished with and mounted on the wash/press located within the Class I, Division 2 areas indicated on the Drawings shall meet the requirements of the National Electrical Code (NEC) for operation in a Class I, Division 2, Group D location. Electrical components and equipment located in unclassified areas as indicated on the Drawings shall be rated and labeled for use in a Non-Hazardous area as defined by the NEC.

1-2.04. Permanent Nameplates. Each unit denoted by an identifying code and number in the Specifications or on the Drawings shall be provided with permanent nameplates. Identification used shall be the same as the identifying code and number indicated in the Specifications or on the Drawings.

1-2.05. Information Plates. Each major component of equipment shall have an information plate securely affixed to the equipment.

1-2.06. Anchor Bolts. All anchor bolts, nuts, and washers shall be AISI Type 316 stainless steel. Anchor bolts shall be provided by the wash/press equipment manufacturer.

1-2.07. Assembly Fasteners. All bolts, nuts, and washers shall be AISI Type 316 stainless steel.

1-3. SUBMITTALS. Complete fabrication, assembly, foundation, and installation drawings; detailed specifications and data covering materials of construction and coatings; rated materials handling capacity (cubic feet per hour); list of spare parts; dimensions of inlet hopper; power drive assembly and bearings data; wiring and schematic diagrams; motor data; equipment weights; sequence of operation; and part devices, and other accessories forming a part of the wash/press unit furnished shall be submitted.

Wash/Press

Name of manufacturer.  
Type and model.

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Overall unit dimensions.  
 Type of bearings.  
 Rotative speed.  
 Net weight of unit.  
 Inlet hopper details.  
 Pipe component connection.  
 Details and support requirements.  
 Discharge pipe and support details.  
 Anchor bolt details.

Motor

Name of manufacturer.  
 Type and model.  
 Type of bearing and method of lubrication.  
 Rated size of motor, hp, and service factor.  
 Temperature rise and insulation rating.  
 Full load rotative speed.  
 Net weight.  
 Efficiency at full, 3/4, and 1/2 load.  
 Full load current.  
 Locked rotor current.  
 Space heater wattage, where applicable.

Control Panel

Control panel enclosure layout, dimensions, and weight.  
 Electrical schematics and wiring diagrams.  
 Overcurrent characteristics and details of motor control.  
 Enclosure rating.  
 Catalog and data sheets on all components.  
 A recommended sequence of operation, including values and ranges for time delays, speeds, and other set points for use in the initial startup of the system.

1-3.01. Operation and Maintenance Data and Manuals. Adequate operation and maintenance information shall be supplied. The operation and maintenance manuals shall be in addition to any instructions or parts lists packed with or attached to the equipment when delivered.

1-4. SPARE PARTS. Spare parts consisting of the following items shall be provided for this project:

Replacement screw with brush	1
Thrust or roller bearing	2
Shaft seals	2
Solenoid valve rebuild kit	2

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Spare parts and special tools shall be packaged in accordance with the General Equipment Stipulations, with labels indicating the contents of each package. Spare parts shall be delivered to Owner as directed.

If any of the spare parts are used during the installation process, they must be replaced by the manufacturer at no cost to Owner.

## PART 2 - PRODUCTS

2-1. SERVICE CONDITIONS. Screenings will be discharged into the inlet hopper of the screenings wash/press unit from a mechanical bar screen as indicated on the Drawings. The screenings wash/press unit will agitate through compaction and multiple reversals of the screw and then wash, dewater, compact, and transport the screenings for discharge to the storage container area through discharge piping as indicated on the Drawings.

Wastewater removed by compaction, and spray system discharge shall be returned downstream of the mechanical bar screen units by drain piping.

2-2. PERFORMANCE AND DESIGN REQUIREMENTS. The screenings wash/press system shall be capable of removing putrescible organic matter from screenings by agitating, washing then compacting screenings to produce a clean, dry, low odor product. The screenings wash/press unit shall be designed to run intermittently and meet the following minimum performance and design requirements:

Number	1
Designation	ISCC-105
Material	Collected screenings.
Minimum capacity each, cu ft/hour	15
Volume reduction, minimum, batch or continuous, percent	50
Product dry solids concentration, minimum, total percent solids by weight	35
Organics removal, minimum, percent	90
Minimum shafted screw diameter,	6

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inches	
Nominal screw speed, rpm	16
Minimum gear reducer output torque, in-lbs	20,000
Motor	
Maximum size, hp	5
Maximum speed, rpm	1,800
Operating floor elevation	62.00
Discharge pipe center line from operating floor, feet	4'-0"
Available site water supply pressure, psi	
Average, psi	50
Minimum, peak demand conditions, psi	35

The screenings wash/press unit shall be designed for intermittent operation under the expected working conditions specified herein. The unit components shall be designed, proportioned, and fabricated to have sufficient strength and stiffness to withstand working stresses and maintain structural integrity. The wash/press discharge piping shall be fabricated to fit within the space indicated on the Drawings. The drain shall be piped to the drainage piping shown on the Drawings.

2-3. ACCEPTABLE MANUFACTURERS. The screenings wash/press unit shall be Huber "WAP", Headworks "Screwfactor", Vulcan "EWP", or Waste Tech/Kusters Water "SPW". Manufacturer's standard offering shall be modified as necessary to meet the Specifications.

2-3.01. MANUFACTURER'S EXPERIENCE. Unless specifically named in the Specifications, a manufacturer shall have furnished equipment of the type and size specified which has been in successful operation in a US municipal wastewater treatment installation for not less than the past 5 years.

2-4. MATERIALS.

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Inlet Hopper	Min 1/10 inch, Type 304 stainless steel.
Screw Housing and Supports	Min 1/8 inch, Type 304 stainless steel.
Hollow Shaft Screw	Hardened alloy steel, minimum Brinell hardness of 200, or 304L stainless steel
Hardware	Type 316 stainless steel.

2-5. SCREENINGS WASH/PRESS SYSTEM CONSTRUCTION. The screenings wash/press system shall include, but not be limited to, an inlet hopper to contain the discharge of the screens or conveyor over the screw wash/press, all required discharge/transport piping and supports, wash water supply and drain connections, solenoid valve manifold and spray system, manufacturer's control panel, equipment mounted control station, and all other accessories and appurtenances as required for a complete and satisfactory installation and integrated operation with the screens and conveyor. All NPW water connections shall include shutoff valves and unions to allow the unit to be moved from its normal location. Each wash water supply connection on the unit shall have 1 1/2 inch NPT inlet for connection to the site water supply.

2-5.01. Inlet Hopper. The inlet hopper shall be designed to direct screenings material into the screw housing. The hopper shall be attached to the wash/press housing via a flanged connection.

2-5.02. Screw Housing. The screw housing shall be of a cylindrical shape. The interior of the housing shall incorporate rifling bars, guide bars, or anti-rotation bars around the entire perimeter to prevent screenings rotation in the dewatering zone and perforations to allow for drainage of the compacted material. The bars shall be bolted from the exterior of the screw housing to permit easy access and removal. The top of the unit shall incorporate inlets for wash water nozzles in the washing zone and the dewatering zone. The inlet to the dewatering zone shall be mounted on a removable cover. The cover shall be held in place by a latching system to allow fast and easy removal. The housing shall incorporate a resilient seal to form a watertight seal with the cover. The bottom of the housing shall contain a section for drainage. Wedge wire drain section shall be constructed of profiled bars with a nominal thickness of 1/2 inch and 2 mm linear openings. Or perforated plate drain section shall have 0.2 inch round openings. The entire housing shall be supported on legs.

2-5.03. Drain Pan. A drain pan shall be mounted to the bottom of the screw housing along the full length of the housing. The pan shall be provided with a flushing nozzle and a 4-inch minimum plain end drain pipe for connecting to 4-inch minimum mechanical joint ductile iron pipe, and shall be sloped towards the

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drain shown on the Drawings. The pan shall be held in place by a latching system to allow fast and easy removal. The pan shall incorporate a resilient seal along its top edge to form a watertight seal with the screw housing.

2-5.04. Discharge Pipe. The discharge pipe shall be mounted to the pipe flange on the press body and designed to transport the washed, dewatered, and compacted screenings to the screenings container as indicated on the Drawings. The discharge pipe for each unit shall be constructed of Schedule 10, Type 304 stainless steel pipe and shall be of the configuration as indicated on the Drawings. Pipe supports shall be furnished to support the discharge pipe from the operating floor.

2-5.05. Drive Assembly. The drive assembly shall be a shaft mounted gear assembly complete with a reversing motor close coupled to the assembly. The motor shall meet the following requirements:

The motor shall be maximum 5 horsepower with a 1.15 service factor.

The motor shall be furnished with a totally enclosed fan cooled enclosure and shall be rated for outdoor use. The motor shall be rated for continuous operation at 40°C ambient temperature. The motor shall be furnished with Class F insulation and shall have a Class B temperature rise at full load.

The motor shall be rated 460 volt, 60 Hz, three phase. Motor shall be constant speed.

The motor main conduit box size shall accommodate main motor leads and motor space heater leads.

The motor shall be furnished with a motor space heater rated for a 120-volt power supply.

The gear shall be AGMA Class II service with 94 percent efficiency.

The gear and hollow shaft screw shall have a close-coupled connection.

2-5.06. Bearing. The bearing shall consist of an axial thrust or self-aligning roller type bearing. The axial thrust type bearing shall handle the entire load created during compaction and shall allow the screw to reverse its rotation. The thrust bearing shall be arranged to handle the overhung load of the screw. The axial thrust bearing shall be flange mounted to the gear reducer and screw housing using heavy duty flanges of nominal 1/2 inch thick. The thrust bearing shall have a stainless steel housing and utilize tapered roller bearings, two sets of double lip seals, and an O-ring seal mounted on the inlet flange of the press body. The thrust bearing shall fully support the screw so that the screw does not rest inside the press housing. Setscrews shall be located on the outside of the thrust bearing to allow personnel to center the screw without disassembly of the press.

The self-aligning roller type bearing shall be a double flanged, self-aligning roller type with a stainless steel housing and utilize tapered roller bearings, two sets of double "v" lip seals, and an O-ring seal mounted on the inlet flange of the press body. The auger screw shall be supported by the bearing and guide bars.

2-5.07. Hollow Shaft Screw. The hollow shaft screw shall be constructed of hardened alloy steel minimum Brinell hardness of 200 or 304L stainless steel. The flights for alloy steel shafts shall be cold formed in one continuous section of minimum 3/4 inch thick steel bar and be concentric to within 1/16 inch. The flights for stainless steel shafts shall have a minimum thickness of 1/5 inch in the trough area, 2/5 inch in the perforated washing zone, and 4/5 inch in the compression zone. The distance between the flights shall be arranged to allow transportation into the washing zone and compaction in the dewatering zone. Additional hardened steel shall be welded to the end of the screw to ensure long life. A nylon brush shall be attached to the screw in the drainage area to prevent debris from blinding the drain.

2-5.08. Solenoid Valve Manifold. A solenoid valve manifold shall be furnished to control wash water supply to the inlet hopper, hollow shaft screw, washing zone, and drain pan. The manifold shall include a minimum of two ASCO Red Hat II brass body NEMA 4 rated solenoid valves, a minimum of two manual ball valves, a pressure gauge, and an pressure switch in a NEMA 4 rated enclosure. The valve manifold shall be provided on a fabricated Type 304 stainless steel support stand which shall also support the local control station for the wash/press unit. Solenoid valves shall be rated for a 120VAC power supply.

2-6. CONTROLS. The SHSS shall furnish a complete control system to control the wash/press equipment, mounted in a NEMA 4X stainless steel control panel, which shall be installed outdoors adjacent to the Screenings Structure as shown on the Drawings. SHSS shall also furnish an equipment-mounted NEMA 4-rated control station in a stainless steel enclosure for the wash/press unit. Nameplates and legend plates shall be furnished on the control panel and equipment mounted control station for each pilot device and indicating light. In addition a nameplate shall be furnished on the control panel which identifies the equipment controlled.

The control panel shall include the following wash/press components.

Main circuit breaker with external lockable handle.

Control power transformer with both primary leads fused and one secondary lead fused and one grounded.

A full voltage NEMA rated reversing magnetic starter with solid state overload relay.

The equipment shall be protected by a load current relay with contacts which can be set to stop at any desired load. The load current relay shall be suitable for 120VAC, single-phase, 60-Hz power supply and shall have two normally open contacts that close when the load current exceeds the set point. The contacts shall be rated 5 amperes at 120VAC. The supplier shall provide recommended load current and time delay settings for the adjustable load current relay. The relays shall be Telemecanique RM4JA32F or equal.

The control panel shall include all required control logic to control the forward and reverse operation of the unit as specified in the Sequence of Operation as well as the operation of the washing zone and the dewatering zone solenoid valves.

Devices on the face of the control panel shall include the following:

- Control power On-Off selector switch.
- On-Off-Auto Selector Switch
- Forward-Reverse Selector Switch
- Push-To-Stop/Pull-To-Run emergency stop maintained push button with lockout.
- Control power on pilot light (white).
- Wash/press run pilot light (green).
- Wash/press off pilot light (red).
- Wash/press failure indicating light (amber).
- Wash/press PWS water pressure low indicating light (amber).
- Alarm reset push button.

All pilot devices shall meet the requirements for the pilot devices specified as follows, except that they shall be rated metallic and NEMA 4X.

Pilot lights shall be 30.5-mm, heavy-duty, oil-tight type, with full voltage LED lamps. Legends shall be engraved on the lens or on a legend faceplate. Lights shall be push-to-test type. Pilot lights shall be Eaton/Cutler Hammer "10250T", General Electric "CR104P", or Allen Bradley "800T".

Selector switches shall be 30.5-mm, heavy-duty, oil-tight type with gloved-hand or wing lever operators. Position legends shall be engraved on the switch faceplate. Switches for electric circuits shall have silver butting or sliding contacts, rated 10 amperes continuous at 120 V ac. Contact configuration shall be as required for the application. Switches used in electronic signal circuits shall have contacts suitable for that duty. Switches shall be Eaton/Cutler-Hammer "10250T", General Electric "CR104P", or Allen Bradley "800T".

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Push buttons shall be 30.5-mm, heavy-duty, oil-tight type. Legends shall be engraved on the push-button faceplate. Contacts shall be rated 10 amperes continuous at 120 V ac. Push buttons shall be Eaton/Cutler-Hammer "10250T", General Electric "CR104P", or Allen Bradley "800T".

The control panel shall control the wash/press such that the wash/press shall run when the bar screen is running in the forward direction.

The control panel shall provide the following dry contacts (10A at 120VAC) for remote monitoring by the Plant Control System:

- Wash/press running forward.
- Wash/press running in reverse.
- On-Off-Auto selector switch in "Auto".
- Wash/press fail.

All dry contacts shall be normally open and shall close to indicate the condition.

The alarm reset pushbutton shall open the wash/press fail contact.

Wash/press manufacturer shall provide one NEMA 4-rated control station with operators and pilot lights as listed below. All pilot lights shall be LED and push-to-test. The control station will be mounted near the wash/press at the operating floor level.

- Forward-Reverse selector switch.
- On-Off-Remote selector switch.
- Control power on pilot light (white).

The local NEMA 4-rated control station shall also include terminations for all field wiring between the control panel and the wash/press. All wiring between the control station and electrical components mounted on the wash/press including motor, motor space heater, and solenoid valves shall be by the Contractor.

2-6.01. Sequence of Operation. With the On-Off-Auto selector switch located on the local control panel in On position, the wash/press equipment shall run in the forward or reverse direction based on the position of the Forward-Reverse selector switch.

The emergency stop push button shall stop the equipment regardless of the position of the On-Off-Auto selector switch.

With the On-Off-Remote selector switch located on the local control station in the On position, the wash/press equipment shall run in the forward or reverse

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direction based on the position of the Forward-Reverse selector switch also located on the local control station. With the On-Off-Remote selector switch in the Remote position returns control to the local control panel.

With the On-Off-Auto selector switch in Auto position, the wash/press equipment shall operate in a forward and reverse sequence. After a predetermined accumulated run time of the respective bar screen, the wash/press equipment shall begin an operating cycle. Screenings shall be transported to the washing zone where wash water shall be injected through the hollow shaft screw and/or spray nozzles into the screenings. The screw shall then reverse and bring the screenings out of the washing zone. This adjustable washing process shall be repeated a minimum of four times to ensure thorough cleaning of the screenings material. The explosion proof solenoid valves shall be sequenced by the control panel to periodically introduce wash water into the screenings and to flush the dewatering area and drain pan. The explosion proof pressure switch shall alarm low wash water supply pressure.

2-6.02. Panel Wiring. The Screenings Wash/Press Master Control Panel shall be completely wired at the factory and ready for external connection to the power supply and NEMA 4-rated control station.

2-6.02.01. Power Wiring. Power distribution wiring on the line side of panel fuses shall be minimum 12 AWG. Secondary power distribution wiring within the panel shall be minimum 14 AWG. Wiring for ac power distribution, dc power distribution, and control circuits shall have different colors and shall agree with the color-coding legend on System Supplier's panel wiring diagrams.

With the exception of electronic circuits, all panel internal control wiring and wiring to terminals for external connection shall be 16 AWG minimum, stranded copper, insulated for not less than 600 volts, and with a moisture resistant and flame retardant covering rated for not less than 90°C.

2-6.02.02. Instrument and Control Wiring. All internal panel wiring shall be type THHN stranded copper wiring rated not less than 600 volts. Electronic analog circuits shall be twisted and shielded pairs rated not less than 300 volts. Analog circuits shall be separated from ac power circuits. Wires within the panel shall conform to the minimum size as shown in the table below.

Type	Min. Wire Size	Color
AC Control	16 AWG	Red
DC Control	16 AWG	Blue

All wiring shall be grouped or cabled and firmly supported inside the panel. Each individual wire in power, control, and instrumentation circuits shall be provided with identification markers at each point of termination. The wire markers shall

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be positioned to be readily visible for inspection and the identification numbers shall match the identification on the supplier's panel wiring drawings. Wiring shall be bundled in groups and bound with nylon cable ties or routed in Panduit or similar nonmetallic slotted ducts.

Ducts shall be readily accessible within the panel, with removable covers, and with space equal to at least 40 percent of the depth of the duct remaining available for future use after completion of installation and field wiring. Sufficient space shall be provided between cable groups or ducts and terminal blocks for easy installation or removal of cables.

Panel surge protection shall be provided for all field digital signals as described below. The surge protection shall not interfere with the circuit normal operation and be maintenance free. Surge protection shall be connected to a good earth ground of limited length. If this is not possible, locate the surge protection devices in a termination enclosure where a good ground is available. Surge suppressors shall be DIN rail mounted.

2-6.02.03. Digital Surge Protectors. Required for pressure switch circuit.

2-6.02.04. Field Terminal Blocks. All field terminations shall be made directly to feed-through field terminal blocks and not directly to panel mounted equipment. The terminals shall be DIN rail mounted and offset from the subpanel for easy access. Terminal blocks shall be fabricated complete with marking strip, covers, and pressure connectors. Terminals shall be labeled to agree with identification shown on the supplier's submittal drawings. A terminal shall be provided for each conductor of external circuits, plus one ground for each shielded cable. Not less than 8 inches of clearance shall be provided between the terminal strips and the base of vertical panels for conduit and wiring space. Not less than 25 percent spare terminals shall be provided. Each control loop or system shall be individually fused, and all fuses or circuit breakers shall be clearly labeled and located for easy maintenance. The terminal blocks shall have the following properties:

a.	Voltage Rating	300 Volts minimum
b.	Current Rating	30 amps minimum
c.	Wire Range	#22 to #12
d.	Color	Terminal blocks shall be color coded as to function: <ul style="list-style-type: none"> <li>▪ 120 VAC power (Black/White)</li> <li>▪ DC Power (Red/Blue)</li> <li>▪ Ground (Green)</li> <li>▪ Control (Gray)</li> </ul>

2-6.02.05. Device Tag Numbering System. All devices shall be provided with permanent identification tags. The tag numbers shall agree with the Instrument Device Schedule and with the supplier's equipment drawings. All field-mounted transmitters and devices shall have stamped stainless steel identification tags. Panel, subpanel, and rack-mounted devices shall have laminated phenolic identification tags securely fastened to the device. Hand-lettered labels or tape labels will not be permitted.

2-6.02.06. Nameplates. Nameplates shall be provided on the face of the panel or on the individual device. Panel nameplates shall have approximate dimensions and legends, and shall be made of laminated phenolic material having engraved letters approximately 3/16 inch high extending through the black face into the white layer. Nameplates shall be secured firmly to the panel.

2-7. BALANCE. Rotating parts shall be accurately machined and be in as nearly perfect rotational balance as practicable. Excessive vibration shall be sufficient cause for rejection of the equipment. The mass of the unit and its distribution shall be such that resonance at normal operating speeds is avoided.

2-8. FABRICATION. All welds shall be continuous unless otherwise specified.

2-8.01. Edge Grinding. Sharp corners of all cut or sheared edges shall be made smooth by a power grinder.

2-8.02. Surface Preparation. All iron and steel surfaces, except motors and stainless steel, shall be shop cleaned by sandblasting or equivalent, in strict conformance with the paint manufacturer's recommendations. All mill scale, rust, and contaminants shall be removed before shop primer is applied. Sharp projections of cut or sheared edges of ferrous metals, which are not to be welded, shall be ground to a radius with a power grinder.

2-8.03. Shop Painting. All iron and steel surfaces of the equipment shall be protected with suitable protective coatings applied in the shop. Surfaces of the equipment that will be inaccessible after assembly shall be protected for the life of the equipment. Coatings shall be suitable for the environment where the equipment is installed. Exposed surfaces shall be finished, thoroughly cleaned, and filled as necessary to provide a smooth, uniform base for painting. Electric motors, speed reducers, starters, and other self-contained or enclosed components shall be shop primed or finished with an epoxy or polyurethane enamel or universal type primer suitable for top coating in the field with a universal primer and aliphatic polyurethane system.

Surfaces to be coated after installation shall be prepared for painting as recommended by the paint manufacturer for the intended service, and then shop painted with one or more coats of a universal primer.

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Machined, polished, and nonferrous surfaces which are not to be painted shall be coated with rust-preventive compound as recommended by the equipment manufacturer.

2-8.04. Stainless Steel. All stainless steel shall be pickled in accordance with ASTM A380 at the mill before being shipped. Pickling shall produce a modest etch and shall remove all embedded iron and heat tint. After fabrication, pickled surfaces shall be subjected to a 24 hour water test or a ferroxyl test to detect the presence of residual embedded iron. All pickled surfaces damaged during fabrication including welded areas shall be repickled or passivated in accordance with ASTM A380 as needed to remove all traces of iron contamination. All stainless steel surfaces shall be adequately protected during fabrication, shipping, handling, and installation to prevent contamination from iron or carbon steel objects or surfaces.

### PART 3 – EXECUTION

3-1. INSTALLATION. Not used.

3-2. FIELD QUALITY CONTROL.

3-2.01. Installation Check. An experienced, competent, and authorized representative of the manufacturer shall visit the site of the Work and inspect, check, adjust if necessary, and approve the equipment installation. In each case, the manufacturer's representative shall be present when the equipment is placed in operation, and shall revisit the jobsite as often as necessary until all trouble is corrected and the equipment installation and operation are satisfactory in the opinion of Engineer.

The manufacturer's representative shall furnish a written report certifying that the equipment has been properly installed and lubricated; is in accurate alignment; is free from any undue stress imposed by connecting piping or anchor bolts; and has been operated under full load conditions and that it operated satisfactorily.

All costs for these services shall be included in the Contract Price.

3-2.02. Installation Supervision. The equipment manufacturer shall furnish a qualified field installation supervisor during the equipment installation.

All costs for these services shall be included in the Contract Price. Manufacturers' installation supervisor shall observe, instruct, guide, and direct the installing contractor's erection or installation procedures.

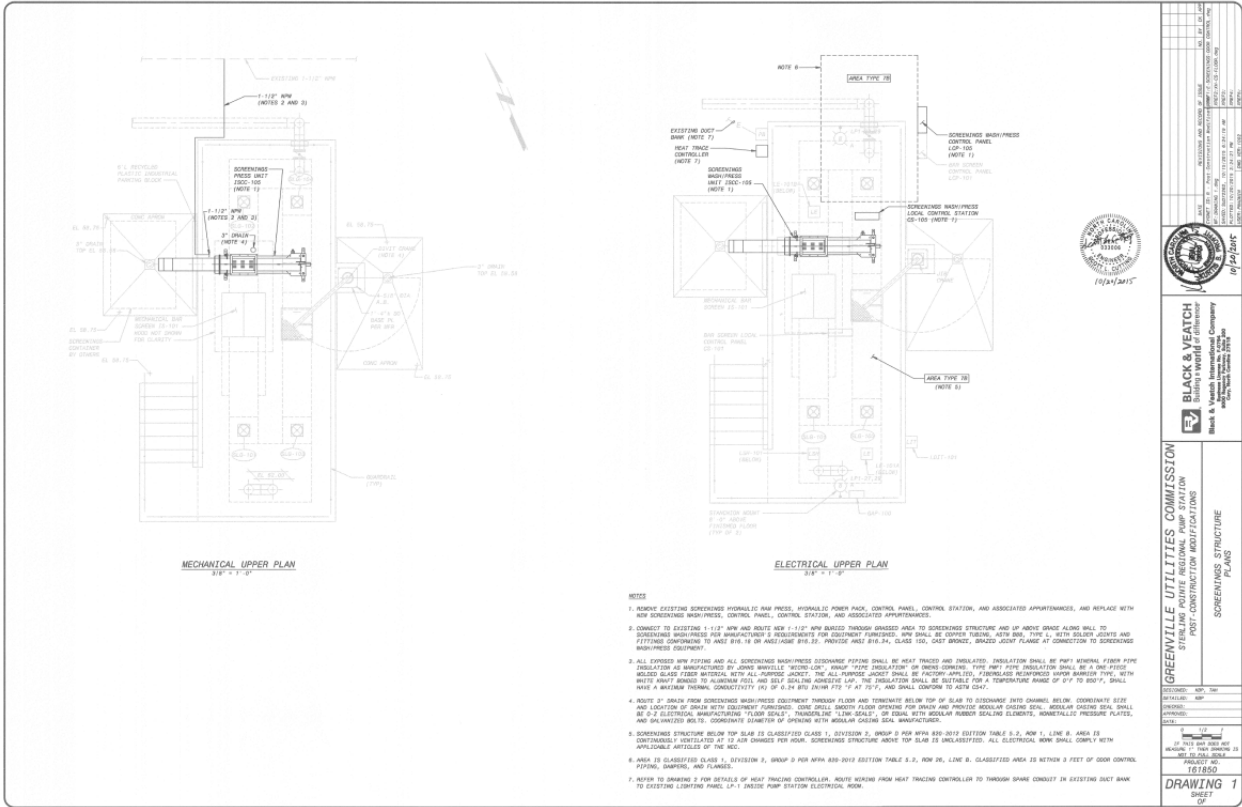
3-3. TRAINING. Manufacturer's qualified factory service personnel shall

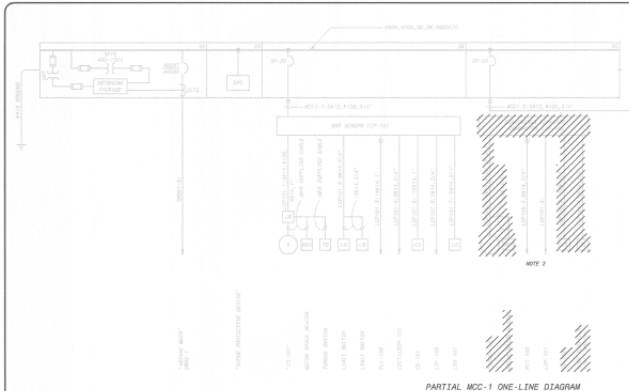
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conduct on-site training to instruct Owner's staff in operation and maintenance for the equipment provided herein.

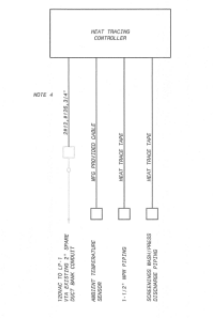
All costs for these services shall be included in the Contract Price.

End of Section

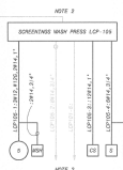




PARTIAL MCC-1 ONE-LINE DIAGRAM  
(LOCATED IN PUMP STATION)



HEAT TRACING CONTROLLER ONE-LINE DIAGRAM

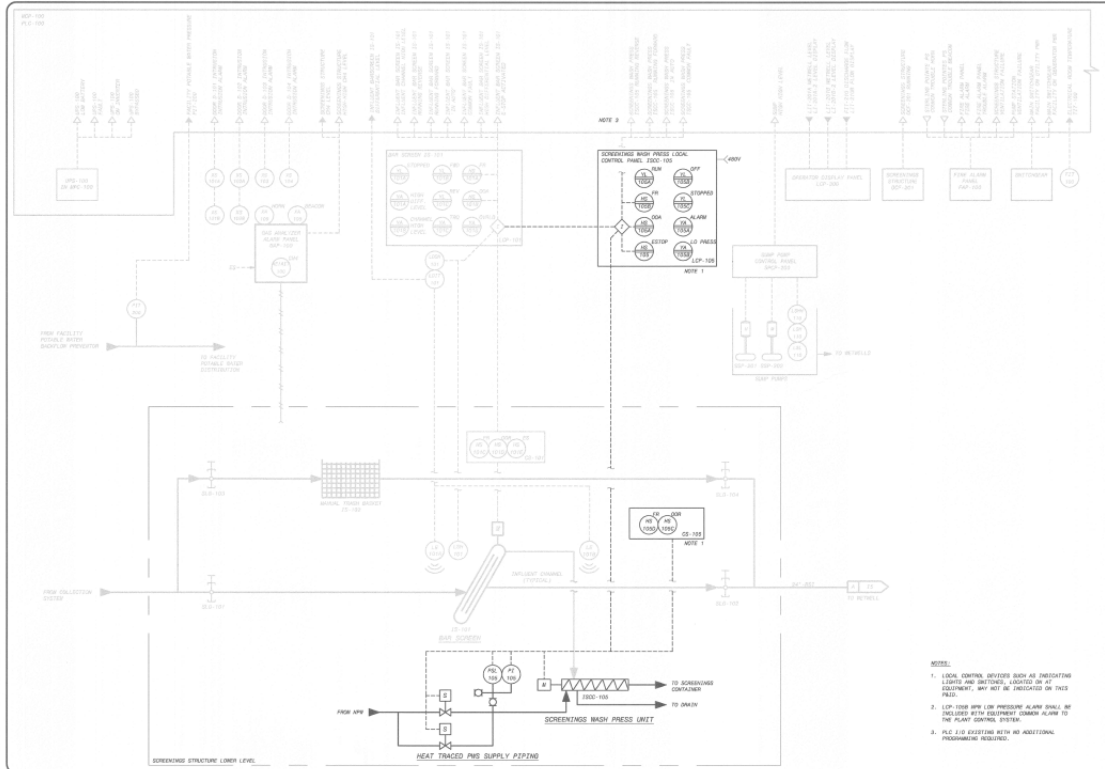


- NOTES:**
- ALL NEW CONDUCTORS SHALL BE NEW 90% CUMBER CONDUCTOR POWER CABLE WITH TYPE 2000-2 INSULATION. ALL EXPOSED OUTER CONDUIT SHALL BE PVC COATED RIGID GALVANIZED STEEL. CONDUIT SHALL BE SUPPORTED BY STAINLESS STEEL HANGERS.
  - EXISTING PIPING, FILE # 210, AND LCP-100 ELECTRICAL CONNECTIONS SHALL BE REMOVED FROM THE EXISTING UNDERGROUND FIBROGLASS WARM WATER LOCAL CONTROL PANEL LCP-100. THE EXISTING LCP-100 SHALL BE REMOVED AND NEW UNDERGROUND WARM WATER LOCAL CONTROL PANEL LCP-101 SHALL BE INSTALLED AND CONNECTED TO THE EXISTING PIPING, FILE # 210, AND LCP-100 ELECTRICAL CONNECTIONS.
  - OUTDOOR EXPOSED SWP AND ALL UNDERGROUND WASH-WATER DISCHARGE PIPING SHALL BE HEAT TRACING AS INDICATED ON THE DRAWINGS AND AS DESCRIBED HEREIN. HEAT TRACING SHALL BE DESIGNED TO MAINTAIN PIPE TEMPERATURE AT 50°F TO 55°F IN ALL AREAS. HEAT TRACING SHALL BE OF THE SELF-REGULATING TYPE AND SHALL BE PROTECTED BY INSULATION. THE INSULATION SHALL BE PROTECTED WITH A CORROSION RESISTANT AND ALL OTHER EQUIPMENT FOR A COMPLETE PROTECTION FROM HEAT TRACING HEAVY METAL OXIDATION. INSULATION AND ALL OTHER EQUIPMENT FOR A COMPLETE PROTECTION FROM HEAT TRACING HEAVY METAL OXIDATION SHALL BE INSTALLED ON THE DRAWINGS AND SPECIFICATIONS. SHALL ALSO BE HEAT TRACING AND INSULATION AS DESCRIBED HEREIN THAT ARE NOT SHOWN ON THE DRAWINGS. THE INSULATION FOR ALL HEAT TRACING SHALL BE INSTALLED ON THE DRAWINGS. EACH HEAT TRACING CIRCUIT SHALL BE PROVIDED WITH A SUBMERSION WOOD CONTACT CONTROLLER TO MONITOR TEMPERATURE AND OPENING FAULT CURRENT. THE CONTACTOR SHALL BE OIL-RESISTANT, "TWO-TRIP" CONTACTOR, "MOTOR" OR "SERVO" TYPE, "NO SURGE", TWO POLE, CONTACTOR, "RESISTING" BY "ON" SIGN.
  - HEAT TRACING CONTROLLER POWER WIRING SHALL BE ROUTED THROUGH SWP CONDUIT IN THE EXISTING AND NEW TO THE EXISTING LIGHTING PANEL LCP-1 LOCATED ABOVE THE PUMP STATION ELECTRICAL ROOM. POWER WIRING LENGTH FROM CONTROLLER TO THE LIGHTING PANEL IS APPROXIMATELY 200 FEET.

<b>GREENVILLE UTILITIES COMMISSION</b> STERLING POWER REGIONAL PUMP STATION POST - CONSTRUCTION MODIFICATIONS	
<b>ELECTRICAL</b>	
<b>MCC ONE-LINE DIAGRAM</b>	
DESIGNED BY	DATE
DRAWN BY	CHECKED BY
PROJECT NO.	PROJECT REV.
DATE	BY
<b>DRAWING 2</b>	
<b>SHEET</b>	
<b>OF</b>	



**BLACK & VEATCH**  
Building World's Infrastructure  
Black & Veatch is an Equal Opportunity Employer



GREENVILLE UTILITIES COMMISSION  
 STAFF ENGINEER  
 POST-CONSTRUCTION AUDIT/COMPLIANCE

BLACK & VEATCH  
 Black & Veatch International Company  
 1500 BROADWAY, SUITE 1000  
 DENVER, CO 80202

DRAWING 3  
 SHEET 02

**SUBMIT BIDS ON ATTACHED PROPOSAL FORM**

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**GREENVILLE UTILITIES COMMISSION**

**PROPOSAL FORM**

**JANUARY 20, 2016**

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

<b>Item No.</b>	<b>Quantity</b>	<b>Description</b>	<b>Complete Unit/System Price</b>	<b>Total</b>
I.	1	Screenings Wash/Press Equipment System Including Appurtenances (Equipment Only)  Manufacturer: _____  Delivery: _____	\$ _____	\$ _____
II.	1	Screenings Wash/Press Equipment System Including Appurtenances (Installation Only)	\$ _____	\$ _____
			<b>Grand Total</b>	<b>\$ _____</b>

**Method of Award:** GUC, in its sole discretion, may award this bid as individual item(s) or as a total bid for item(s) I – II.

**Complete and Check All Math:** It is the responsibility of the Bidder to extend bid prices and supply a total for all items.



**GREENVILLE UTILITIES COMMISSION**

**EXCEPTION/VARIATION FORM**

**Specifications for:** Screenings Wash and Press Equipment System Including Appurtenances

**Provider'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:** List all exceptions or variations to these bid specifications. Providers shall identify each exception or variation by specification page. The omission of exception or variation information shall be deemed by the Commission as the Provider's intent to absolutely comply with the bid specification. If additional space is required, Provider may reproduce this form as necessary.

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

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

Print Name: \_\_\_\_\_

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

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

\_\_\_\_\_

### **SECTION III**

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

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 and best responsible 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 Buyer II.

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 Buyer II, 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 Buyer II.

#### **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**

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 U.S. copyrighted articles or any patented or unpatented invention, device, or appliance manufactured or used in the performance of this contract, or for any other violation of intellectual property law rights.

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 reasonable 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 Provider or from the use of combination of products provided by Provider with products provided by GUC or by others; and (5) should such product(s) become, or in Provider’s opinion be 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 become 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 Buyer II, 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 Buyer II. 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 Buyer II.**

## **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.

[Balance of page left blank intentionally]

## **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 Wastewater Treatment Plant, 240 Aqua Lane, 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 NOTICES**

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

Cleve Haddock  
Purchasing, Buyer II  
Greenville Utilities Commission  
P.O. Box 1847  
Greenville, NC 27835-1847

Bryan Bland  
WWTP Chief of Maintenance  
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 Carson Quinn

Title: Executive Secretary

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

(OFFICIAL SEAL)

COMPANY NAME:

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_  
(Authorized Signatory)

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

Attest: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: Secretary

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

(OFFICAL. SEAL)

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: \_\_\_\_\_  
Jeff W. McCauley

Title: Chief Financial Officer

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

APPROVED AS TO FORM AND LEGAL CONTENT:

By: \_\_\_\_\_  
Phillip R. Dixon

Title: General Counsel

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