

Brunswick Regional



Water and Sewer

Brunswick Regional Water and Sewer H2GO

BID INVITATION

BIDS ARE DUE: THURSDAY, NOVEMBER 30, 2023 AT 3:00 P.M.

NAME: GRANDIFLORA DRIVE – MANHOLE REHABILITATION

MANDATORY PRE-BID SITE VISIT: PLEASE CONTACT JARED GLICK, (910) 367-2069 NO LATER THAN NOVEMBER 16, 2023, TO SCHEDULE SITE VISIT.

PROJECT NO.:

CONTRACT NO.: S -0001

SUBMIT BIDS TO: BRUNSWICK REGIONAL WATER AND SEWER H2GO
516 VILLAGE ROAD, NE
LELAND, NC 28451
EMAIL: jgoley@H2GOonline.com

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ **FAX:** _____

EMAIL ADDRESS: _____

SERVICER LICENSE NUMBER: _____

In order to do business with Brunswick Regional Water and Sewer H2GO, you must be an approved vendor.

A Vendor Application can be provided by requesting a copy of the vendor packet at jgoley@H2GOonline.com.

Headquarters Address

516 Village Road, NE Leland, NC 28451

Office: 910-371-9949

Mailing Address

P.O. Box 2230, Leland, NC 28451

Fax: 910-371-6441

www.H2GOonline.com

ADVERTISEMENT FOR BIDS
BRUNSWICK REGIONAL WATER & SEWER H2GO
GRANDIFLORA DRIVE - MANHOLE REHABILITATION SERVICES

CONTRACT NUMBER: S-0001

Sealed Bids addressed to Jennifer Goley, Procurement Analyst, in the Finance Department at Brunswick Regional Water & Sewer H2GO, P.O. Box 2230, 516 Village Road, NE, Leland, NC 28451 and marked "GRANDIFLORA DRIVE - MANHOLE REHABILITATION SERVICES" will be received until Thursday, November 30, 2023 at 3:00 p.m. at the Finance Department, Brunswick Regional Water and Sewer H2GO, P.O. Box 2230, 516 Village Road, NE, Leland, NC 28451 and through email to jgoley@H2GOonline.com.

**A MANDATORY PREBID SITE VISIT IS REQUIRED. PLEASE CONTACT JARED GLICK,
(910) 367-2069 NO LATER THAN NOVEMBER 16, 2023, TO SCHEDULE A SITE VISIT.**

PROJECT DESCRIPTION: The scope of work consists of the rehabilitation services of four (4) manholes located on Grandiflora Drive, Magnolia Greens, Leland, NC 28451.

MBE/WBE/HUB/DBE OBLIGATION:

H2GO and its Servicer agree to ensure that MBE/WBE/HUB/DBE's have the maximum opportunity to participate in the performance of contract and subcontracts financed in whole or in part with H2GO's funds provided under this agreement. In this regard, bidders and contractors shall take all necessary and reasonable steps in accordance with N.C.G.S. § 143-128 to ensure that MBE/WBE/HUB/ DBE firms have the maximum opportunity to compete and perform under this bid, any change orders and any subsequent contract. H2GO and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and/or performance of this contract.

Specifications and Bid Documents are available for review and/or pick up at the Finance Department, Brunswick Regional Water & Sewer H2GO, 516 Village Road, NE, Leland, NC 28451. If you would like the bid documents emailed to you, you may request them by contacting Jennifer Goley by email, jgoley@h2goonline.com, or by phone (910) 371-9949 ext.1018.

H2GO does not discriminate on the basis of race, sex, color, age, national origin, religion or disability in its employment opportunities, programs, services, or activities.

Bids for this project shall be guaranteed by all bidders for a period of sixty (60) calendar days following the bid opening.

H2GO RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

Jennifer Goley, Procurement Analyst
Date: November 6, 2023

www.H2GOonline.com

**GENERAL SPECIFICATIONS
&
INSTRUCTIONS TO BIDDERS
CONTRACT S-0001**

Scope

It is the intent of this Invitation to obtain bids for the rehabilitation of four (4) manholes on Grandiflora Drive, as outlined in the Scope of Work. You are requested to submit your bid on the enclosed Bid Sheets and return the entire package to Jennifer Goley, Procurement Analyst, Brunswick Regional Water & Sewer H2GO at 516 Village Road, NE, Leland, NC no later than Thursday, November 30, 3033 at 3:00 p.m. to the Finance Department, P.O. Box 2230, Leland, NC 28451 and through email to jgoley@H2GOonline.com.

**A MANDATORY PREBID SITE VISIT IS REQUIRED. PLEASE CONTACT JARED GLICK,
(910) 367-2069 NO LATER THAN NOVEMBER 16, 2023, TO SCHEDULE A SITE VISIT.**

**BIDDER QUESTIONS SHALL BE SUBMITTED NO LATER THAN FRIDAY, NOVEMBER 17, 2023 TO
JENNIFER GOLEY AT JGOLEY@H2GOONLINE.COM**

Marking of Envelopes/Email

Bids must be enclosed in a sealed envelope and clearly marked, as follows:

JENNIFER GOLEY, PROCUREMENT ANALYST
FINANCE DEPARTMENT
BRUNSWICK REGIONAL WATER & SEWER H2GO
GRANDIFLORA DRIVE - MANHOLE REHABILITATION
CONTRACT #S-0001

Bids may also be received via email to jgoley@h2goonline.com

Late Bids Will Not Be Considered

Bids received after the due date and time will not be considered.

Compliance with Specifications

Your bid must be in strict compliance with the specifications and offer the same services as requested in the Invitation to Bid.

Price Corrections

All prices and notations shall be written in ink or typed. Changes or corrections made on the bid form must be made by striking through instead of using a liquid cover product and initialed by the individual signing the bid page. No corrections will be permitted once bids have been opened.

Withdrawal of Bids

Bids may be withdrawn at any time prior to the due date and time specified upon written or personal request of the bidder. No quote may be withdrawn for a period of thirty (30) days after the scheduled opening time (if the time is specified) and date. Negligence on the part of the bidder shall not constitute a right to withdraw the quote after the bids have been opened.

Rejection of Bids

H2GO reserves the right to reject any and all bids. Award shall be made to the lowest responsible bidder taking into consideration quality, performance and time specified in the bid for the performance of the contract.

Firms must be registered with the North Carolina Secretary of State or hold a Certificate of Authority to do business in the State of North Carolina. If the business operates under an assumed name, what is the assumed name? Has a certificate of assumed name been filed in the Brunswick County Registry? If so, please provide the recording information. Deed Book _____ at Page _____.

H2GO shall not be responsible for any oral instructions made by its employees or officers of H2GO in regards to the bidding instructions, drawings, specifications or contract documents.

Taxes

North Carolina and local sales tax shall be shown as a separate item. Sales tax will not be a consideration in the award. H2GO is exempt from and will not pay federal taxes. An exemption certificate will be furnished upon request. North Carolina and local sales tax shall be shown as a separate item.

Validity of Bids

Bids shall remain open and valid for a period of sixty (60) days from the due date specified in the Invitation to Bid. H2GO shall not be responsible for any oral instructions made by its employees or officers of H2GO in regards to the bidding instructions, drawings, specifications or contract documents.

Responsibility of Compliance with Legal Requirements

The bidder's products, service and facilities shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in this invitation.

Terms and Conditions

Payment will be made by H2GO within 30 days after receipt of an approved invoice. Terms and Conditions attached to the bid by the bidder may render the bid non-responsive and may be rejected by H2GO.

Terms and Conditions included herein are an integral part of the contract document and shall prevail unless changes or attachments are agreed to in writing by H2GO prior to the due date and time of the opening of the Bids.

Technical Specifications
Grandiflora Drive – Manhole Rehabilitation Scope of Work

H2GO has begun the process of requesting quotes for the invert rebuilding (rebuilding is defined as cleaning, plugging, sealing, lining, and general repairs of defective manholes) and full body coating of four manholes on Grandiflora Drive in the Magnolia Greens subdivision. This work must take place at night between the hours of 7:00 p.m. - 5:00 a.m. All roads must be open to the flow of traffic no later than 5:30 a.m. H2GO will be responsible for and provide all traffic control signage and traffic control plans. A Vactor truck and operator will be available to assist with all cleaning of the infrastructure and removal of debris. All plugs for containment of flow are to be furnished by the Servicer. H2GO will have staff onsite to assist with flow from the upstream lift station.

The project will consist of the rebuilding (rebuilding is defined as cleaning, plugging, sealing, lining, and general repairs of defective manholes) and coating of 4 manholes. All inverts are to be rebuilt in a manner consistent with H2GO specs and standards. Please view [H2GO standard specifications](#).

Manholes 1, 2, & 3 must have Raven, Duromar, Sherwin Williams, or an approved equal coating at a minimum of 130 mils. If quoting an equivalent coating, please state the equivalent that is being quoted and attached specifications for review and consideration.

Manhole #4 must be coated with coal tar epoxy at a minimum of 30 mils and the rebuilding of the invert should also be consistent with H2GO standards. Please view [H2GO standard specifications](#).

All coatings and non-shrink fiber mortar materials are to be provided by the Servicer, as well as clean up and disposal of all materials in a proper manner.

All safety protocols should be followed in accordance with the OSHA standards regarding confined space entry and chemical applications. A one-year warranty is to be furnished upon completion and inspection of the repairs. A reasonable time frame should be upheld once the bid is awarded.

Headquarters Address
516 Village Road, NE Leland, NC 28451
Office: 910-371-9949

Mailing Address
P.O. Box 2230, Leland, NC 28451
Fax: 910-371-6441

[**www.H2GOonline.com**](http://www.H2GOonline.com)



CONTRACT FOR SERVICES

THIS CONTRACT, (hereinafter the "Contract") is made and entered into on the date executed by all parties by and between BRUNSWICK REGIONAL WATER & SEWER H2GO, hereinafter referred to as the "H2GO," and _____ hereinafter referred to as the "SERVICER."

WITNESSETH:

1. Purpose of Contract

(a) H2GO hereby agrees to purchase the materials and services listed below from the SERVICER and SERVICER agrees to provide all equipment, tools, materials and/or supplies required to provide Services hereunder to H2GO, as ordered in accordance with the provisions of this contract.

(b) Contract Documents. This Contract for Services consists of the following contract documents, all of which are by this reference incorporated herein and made a part of this contract. The parties agree that only the terms and conditions outlined in this Agreement, not those described or referenced by any of the following contract documents, shall apply unless explicitly stated otherwise in the body of this Agreement:

(1) Quotation dated _____ Exhibit A, attached.

2. Scope of Services

(a) SERVICER hereby agrees to perform, in a manner satisfactory to H2GO, professional and timely services as set forth in Exhibit "A" attached hereto and incorporated herein by this reference. The parties hereto acknowledge that the terms outlined in Exhibit "A" shall be valid and enforceable to the extent they are not inconsistent with the provisions as set forth herein, and to the extent that they are inconsistent, the provisions as set forth in this Agreement shall control.

(b) SERVICER will provide services for **SCOPE DESCRIPTION**

(c) During the period of this contract, the SERVICER and H2GO may negotiate and agree in writing to provide additional equipment and or services not herein described, but that are commonly provided by high quality professional vendors, and which may enhance the process and improve results.

3. Quantities and Prices

SERVICER will provide the equipment and services required by this contract at the following price:

_____ (\$_____)

4. SERVICER Submissions and Payment

(a) The SERVICER shall submit invoices corresponding to each order to H2GO with sufficient details to enable a review and assure compliance with the terms and conditions of this contract.

- (b) Payments shall be made by H2GO within 30 days after receipt of an approved invoice.

5. Term of Contract

- (a) The initial term of this contract shall begin _____.
- (b) In the event that any work, service, object, or value, contemplated within the Scope of Work of the Agreement, was provided by the SERVICER to H2GO and with H2GO's consent, prior to the execution of this agreement, then the terms of this agreement shall also govern all aspects of provision of that work, service, object, or value, unless such provision was governed by a previously written, valid, and executed Agreement between the Parties.

6. H2GO Obligations

(a) H2GO officials may conduct inspections during the installation process and of completed work to assure compliance with contract specifications.

(b) H2GO CONTACTS: the individuals listed below have been designated as the Officials responsible for communicating with the SERVICER for the purpose of contract administration, including but not limited to: conducting inspections during installation, arranging for a mutually agreeable work schedule, ordering any special goods or services, reviewing and approving invoices, reporting and resolving problems, etc. During the period of performance, these officials and/or their designees will make themselves available to the SERVICER via business/ cell phones and email.

Jared E. Glick, Asset & CIP Manager
Brunswick Regional Water and Sewer H2GO
PO Box 2230
Leland, NC 28451
Phone: (910) 367-2069
Email: jglick@H2GOonline.com

_____ shall be the SERVICER's representative for this Agreement. Any notice required to the SERVICER under this Agreement shall be sufficient if mailed to the SERVICER by certified mail as indicated below:

Attn: First Name, Last Name, President

Phone: _____

Email: _____

7. Release and Indemnity

To the fullest extent permitted by law, SERVICER shall release, indemnify, keep and save harmless H2GO, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of H2GO or third persons, and to all property proximately caused by, directly or indirectly, the performance or nonperformance by

SERVICER (or by any person acting for SERVICER or for whom SERVICER is or is alleged to be in any way responsible), whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of SERVICER, its agents, officials and employees or otherwise. The provisions of this Section shall include any claims for equitable relief or for damages (compensatory or punitive) against H2GO, its agents, officials, and employees including alleged injury to the business of any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses.

Expenses as used herein shall include without limitation the costs incurred by H2GO, its agents, officials and employees, in connection with investigating any claim or defending any action, and shall also include reasonable attorneys' fees by reason of the assertion of any such claim against H2GO, its agents, officials or employees.

SERVICER expressly understands and agrees that any performance bond or insurance protection required by this agreement, or otherwise provided by the SERVICER, shall in no way limit CONTRACTOR's responsibility to release, indemnify, keep and save harmless and defend H2GO as herein provided. The intention of the parties is to apply and construe broadly in favor of H2GO the foregoing provisions subject to the limitations, if any, set forth in

N.C.G.S. § 22B-1.

8. Personnel

It is mutually agreed that the SERVICER is an independent SERVICER and not an agent of H2GO, and as such the SERVICER shall not be entitled to any H2GO employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

9. Conflict of Interest

No paid employee of H2GO shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this contract.

10. Non-Waiver of Rights

It is agreed that H2GO'S failure to insist upon the strict performance of any provision of this contract, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this contract.

11. Suspension or Termination of Contract

(a) In the event that review of the CONTRACTOR'S performance shows non-conformance to the work required by this contract, the Scope of Services or other terms or conditions contained herein as a result of the CONTRACTOR'S errors, omissions or negligent acts, the SERVICER shall be in breach of this contract and H2GO may take corrective action as it deems necessary including, but not limited to, termination, withholding or reduction of payment.

(b) H2GO shall also have the right to suspend this contract upon written notice to the SERVICER. Such written notice shall state the reasons for suspension and allow for a review period of ten (10) days during which the SERVICER shall be provided with an opportunity to respond with an explanation or justification, and/or shall undertake any reasonable remedial action required by H2GO. If, in the opinion of H2GO, the SERVICER remains in violation of this contract at the completion of the ten (10) day suspension period, H2GO shall have the right to terminate this contract whereupon all obligations of H2GO to the SERVICER shall cease.

(c) H2GO and the SERVICER shall have the right to terminate this contract without cause upon 30 days' notice to the other party.

(d) Nothing contained herein shall prevent H2GO from pursuing any other remedy, which it may have against SERVICER including claims for damages.

12. Assignment of Agreement

It is mutually agreed by the parties hereto that this contract is not transferable by either party without the written consent of the other party to this contract.

13. Insurance Requirements

Before commencing any work, the SERVICER shall procure insurance in the CONTRACTOR'S name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the SERVICER, his agents, representatives, employees, or subcontractors, whether such operations by himself/herself or anyone directly or indirectly employed by him/her.

(a) COMMERCIAL GENERAL LIABILITY

(1) SERVICER shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000.00 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location, or the general aggregate shall be twice the required limit.

(2) CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

(3) Brunswick Regional Water & Sewer H2GO, its officers, officials, agents, and employees are to be covered as additional insureds during and until completion of the work, under the CGL by endorsement CG 20 10 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the SERVICER; premises owned, leased or used by the SERVICER; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to H2GO, its officers, officials, agents, and employees. Additional insured status for both ongoing and completed operations, in favor of Brunswick Regional Water & Sewer H2GO, its officers, officials, agents and employees, will be carried by Subcontractor performing installation.

(4) There shall be no endorsement or modification of the CGL or Umbrella Liability limiting the scope of coverage for liability arising from explosion, collapse, underground property damage, or damage to the named insured's work, when those exposures exist.

(5) The CONTRACTOR'S Commercial General Liability insurance shall be primary as respects Brunswick Regional Water & Sewer H2GO, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by Brunswick Regional Water & Sewer H2GO, its officers, officials, and employees shall be excess of and not contribute with the CONTRACTOR'S insurance.

(6) The insurer shall agree to waive all rights of subrogation against Brunswick Regional Water & Sewer H2GO, its officers, officials, agents and employees for losses arising from work performed by the SERVICER for Brunswick Regional Water & Sewer H2GO.

(b) WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

(1) SERVICER shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.

(2) The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit.

(3) The insurer shall agree to waive all rights of subrogation against Brunswick Regional Water & Sewer H2GO, its officers, officials, and employees for losses arising from work performed by the SERVICER for Brunswick Regional Water & Sewer H2GO.

(c) BUSINESS AUTO LIABILITY

(1) SERVICER shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident.

(2) Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

(3) Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.

(4) Pollution liability coverage equivalent to that provided under the ISO pollution liability- broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached when those exposures exist.

(5) SERVICER waives all rights against Brunswick Regional Water & Sewer H2GO, its officers, officials, agents and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by SERVICER pursuant to Section 11.C.1 of this agreement.

(6) The CONTRACTOR'S Business Auto Liability insurance shall be primary as respects Brunswick Regional Water & Sewer H2GO, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by Brunswick Regional Water & Sewer H2GO, its officers, officials, and employees shall be excess of and not contribute with the CONTRACTOR'S insurance.

(d) DEDUCTIBLES AND SELF-INSURED RETENTIONS.

The SERVICER shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not Brunswick Regional Water & Sewer H2GO is an insured under the policy.

(e) MISCELLANEOUS INSURANCE PROVISIONS.

The policies are to contain, or be endorsed to contain, the following provisions:

(1) Each insurance policy required by this contract shall be endorsed to state that coverage shall not be canceled by either party except after 30 days prior written notice has been given to Brunswick Regional Water & Sewer H2GO, P.O. Box 2230, Leland, NC 28451.

(2) If CONTRACTOR'S liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

(f) ACCEPTABILITY OF INSURERS.

Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless specific approval has been granted by Brunswick Regional Water & Sewer H2GO.

(g) EVIDENCE OF INSURANCE

(1) The SERVICER shall furnish Brunswick Regional Water & Sewer H2GO with a certificate(s) insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete.

(2) Evidence of additional insured status shall be noted on the certificate of insurance.

(3) With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to Brunswick Regional Water & Sewer H2GO with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

(h) SUBCONTRACTORS

SERVICER shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. Commercial General Liability coverage shall include independent CONTRACTORS' coverage, and the SERVICER shall be responsible for assuring that all subcontractors are properly insured. Additional insured status for both ongoing and completed operations, in favor of Brunswick Regional Water & Sewer H2GO, its officer, officials, agents and employees, will be carried by Subcontractor performing installation.

(i) CONDITIONS

(1) The insurance required for this contract must be on forms acceptable to Brunswick Regional Water & Sewer H2GO.

(2) The SERVICER shall provide that the insurance contributing to satisfaction of insurance requirements in shall not be canceled, terminated or modified by the SERVICER without prior written approval of Brunswick Regional Water & Sewer H2GO.

(3) The SERVICER shall promptly notify the Safety & Risk Manager at (910) 341-5864 of any accidents arising in the course of operations under the contract causing bodily injury or property damage.

(4) Failure of Brunswick Regional Water & Sewer H2GO to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of Brunswick Regional Water & Sewer H2GO to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR'S obligation to maintain such insurance.

(5) By requiring insurance herein, Brunswick Regional Water & Sewer H2GO does not represent that coverage and limits will necessarily be adequate to protect the SERVICER and such coverage and limits shall not be deemed as a limitation of CONTRACTOR'S liability under the indemnities granted to Brunswick Regional Water & Sewer H2GO in this contract.

(6) Brunswick Regional Water & Sewer H2GO shall have the right, but not the obligation of prohibiting SERVICER or any subcontractor from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Brunswick Regional Water & Sewer H2GO.

14. Findings Confidential

All the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the SERVICER under this contract are the property of H2GO. The SERVICER agrees that any such documents shall not be made available to any individual or organization other than appropriate H2GO officials without prior written approval of H2GO. Nothing contained in this paragraph shall be construed to prevent the SERVICER from making information, reports and documents available to those individuals or firms directly concerned with the project involved with prior written agreement of H2GO.

15. Subcontracts

The SERVICER shall utilize no subcontracts for carrying out the services to be performed under this contract without the written approval of H2GO.

16. Entire Agreement

This agreement constitutes the entire understanding of the parties.

17. Binding Effect

This contract shall be binding upon the heirs, successors, assigns, agents, officials, employees, independent contractors, and subcontractors of the parties.

18. Continuing Obligation

The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the agreement.

19. Reference

Use of the masculine includes feminine and neuter, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of the contract.

20. Interpretation/Governing Law

All the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina without regard to any conflicts of law principles and subject to the exclusive jurisdiction of federal or state courts within the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard. The place of this Agreement, its situs and forum, shall be Leland, Brunswick County, North Carolina, and in said County and State shall all matters, whether sounding in contract or tort relating to the validity, construction, interpretation or enforcement of this Agreement be determined.

21. Minority Business Enterprise (MBE) H2GO desires that minority business enterprises have the maximum opportunity to participate in the performance of this contract and will:

(a) Promote affirmatively (where feasible) in accordance with North Carolina General Statute § 143-129, together with all other applicable laws, statutes and constitutional provisions the procurement of goods, services in connection with construction projects for minority owned business enterprises.

(b) Ensure that competitive and equitable bidding opportunities are followed to afford minority business enterprises participation. Strive to obtain contract and subcontract awards to minority business enterprises.

(c) Identify and communicate to the minority business enterprises community procedures and contract requirements necessary for procurement of goods and services for construction projects and subcontracts.

(d) Provide technical assistance as needed.

(e) Promulgate and enforce contractual requirements that the SERVICER on all construction projects shall exercise all necessary and reasonable steps to ensure that minority business enterprises participate in the work required in such construction contracts.

(f) The SERVICER shall ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. The SERVICER shall include this special provision, Minority Business Enterprise (MBE), in all subcontracts for this contract. Failure on the part of the SERVICER to carry out the requirements set forth in this special provision may constitute a breach of contract and after proper notification may result in termination of the contract or other appropriate remedy.

A minority business enterprise is defined as a business, with at least fifty-one (51%) percent owned and controlled by minority group members. The minority ownership must exercise actual day-to-day management. Minority group members may consist of Black Americans (an individual of the Black race of African origin), Hispanic Americans (an individual of a Spanish speaking culture and origin at parentage), Asian Americans (an individual of a culture, origin or parentage traceable to the areas of the Far East, Southeast Asia, the Indian subcontinent and the Pacific Islands), Indian Americans (an individual who is an enrolled member of a Federally recognized Indian tribe, or recognized by the tribe as being an Indian, as evidenced by a certification of a tribal leader), American Aleuts or any recognized minority group approved by H2GO.

A Woman Business Enterprise is a business with at least fifty-one (51%) percent owned and controlled by women who exercise actual day-to-day management.

The SERVICER shall exercise all necessary and reasonable steps to ensure that Minority Business Enterprises and Woman Business Enterprises participate in the work required in this contract. The SERVICER agrees by executing this contract that he will exercise all necessary and reasonable steps to ensure that this special provision contained herein on Minority Business Enterprise is in compliance.

22. Immunity Not Waived

This contract is governmental in nature for the benefit of the public and is not intended to be for private profit or gain. Any fees charged hereunder are intended to reflect as closely as possible H2GO'S actual cost and neither party intends to waive its sovereign immunity by reason of this contract.

23. Saving Clause

If any section, subsection, paragraph, sentence, clause, phrase or portion of this contract is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

24. Other Laws and Regulations

SERVICER will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances including those regarding toxic, hazardous and solid wastes and any pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. SERVICER will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environmental Quality, Health Departments, and any other federal, state or local agency having jurisdiction, to ensure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder. SERVICER specifically acknowledges and agrees that SERVICER, and any subcontractors it uses, has complied with and shall continue to comply with the provisions of the federal E-Verify program in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. CONTRATOR shall maintain adequate safeguards with respect to sensitive customer information in conformance with and pursuant to 16 C.F.R. § 681.1 and in accordance with N.C.G.S. § 132-1.10 and § 75-65.

25. Amendments

This contract shall not be modified or otherwise amended except in writing signed by the parties.

26. Non-Discrimination

SERVICER will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this contract because of race, creed, color, sex, age, disability or national origin. To the extent applicable, SERVICER will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this contract and may result, at H2GO'S option, in a termination or suspension of this contract in whole or in part.

27. Non-Appropriations Clause

In the event no H2GO funds or insufficient H2GO funds are appropriated or otherwise available by any means whatsoever in any fiscal year for any payment due under this Agreement, then H2GO will immediately notify SERVICER of such occurrence and this Agreement shall create no further obligation of H2GO as to such fiscal year and shall be null and void, except as to the portions of payments for which funds shall have been appropriated and budgeted. In such event, this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to H2GO of any kind whatsoever.

28. Counterparts

This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

29. No Publicity

No advertising, sales promotion or other materials of the SERVICER or its agents or representations may identify or reference this Contract or H2GO in any manner absent the written consent of H2GO. Notwithstanding the foregoing, the parties agree that the SERVICER may list H2GO as a reference in responses to requests for proposals and may identify H2GO as a customer in presentations to potential customers.

30. H2GO Not Liable For Special or Consequential Damages

H2GO shall not be liable to the SERVICER, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of H2GO, or any other consequential, indirect or special damages or lost profits related to this Contract.

31. No Presumption

None of the Parties shall be considered the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof. This Agreement was drafted with substantial input by all parties and their counsel, and no reliance was placed on any representations other than those contained herein.

32. Public Records

SERVICER acknowledges that H2GO is a public entity, subject to North Carolina's public records laws (N.C.G.S. § 132) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

If SERVICER believes documents related to the Agreement contain trade secrets or other proprietary data, SERVICER must notify H2GO and include with the notification a statement that explains and supports CONTRACTOR'S claim. SERVICER also must specifically identify the trade secrets or other proprietary data that SERVICER believes should remain confidential.

In the event H2GO determines it is legally required to disclose pursuant to law any documents or information SERVICER deems confidential trade secrets or proprietary data, H2GO, to the extent possible, will provide SERVICER with prompt written notice by certified mail, fax, email, or other method that tracks delivery status of the requirement to disclose the information so SERVICER may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for SERVICER to seek court ordered protection or other legal remedies as deemed appropriate by SERVICER. If SERVICER does not obtain such court ordered protection by the expiration of said time period, H2GO may release the information without further notice to SERVICER.

33. Authority to Act

Each of the persons executing this Agreement on behalf of SERVICER does hereby covenant, warrant and represent that the SERVICER is a duly organized and validly existing legal entity authorized to transact business within the State of North Carolina, that the SERVICER has full right and authority to enter into this Agreement, and that each and all persons signing on behalf of the SERVICER were authorized to do so.

IN WITNESS WHEREOF, H2GO has caused this contract to be duly executed in its name and the
SERVICER has caused this contract to be duly executed in its name and behalf.

BRUNSWICK REGIONAL WATER & SEWER – H2GO

By: _____
Bob Walker, Director

Date: _____

APPROVED AS TO FORM:

Attorney

FINANCE OFFICER'S CERTIFICATION STATEMENT

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal
Control Act.

This ____ day of _____, 2023.

H. Ken Brown, Finance Officer

Amount: \$ _____

Purchase Order #: _____

Federal Tax ID: #56-1440380

VENDOR SIGNATURE PAGE

Notary Acknowledgement for Vendor to be added

BID SUBMITTAL SHEET
 GRANDIFLORA DRIVE – MANHOLE REHABILITATION SERVICES
 Contract: S-0001

In accordance with the terms conditions and specifications, I/we, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this ITB document and hereby submit the Technical Specifications and Map on Pages S-1 and M-1 of this ITB. Please attach all additional pages to this submittal sheet. In order to be considered, the bidder must provide all requested documentation, including but not limited to Bid Submittal Sheet, Bidders Certification, Non-Collusion affidavit, References, attend a mandatory site visit and adhere to al requirements stated within this ITB. This contract shall be awarded to the lowest responsible, responsive bidder.

<u>Description</u>	<u>Quantity</u>	<u>Price</u>	<u>Total</u>
Manhole #1 List type of coating to be used /if not listed above but equal please list brand and attach specifications of coatingto this Bid Submittal sheet for approval_____	1	\$ _____	\$ _____
Manhole #2 List type of coating to be used /if not listed above but equal please list brand and attach specifications of coatingto this Bid Submittal sheet for approval_____	1	\$ _____	\$ _____
Manhole #3 List type of Coating to be Used /if not listed above but equal please list brand and attach specifications of coatingto this Bid Submittal sheet for approval_____	1	\$ _____	\$ _____
Manhole #4	1	\$ _____	\$ _____
Total Fixed Pricing for Manholes 1,2, 3 and 4:			\$ =====
Warranty period:_____year(s)			
Length of Project:_____			
References Received:_____yes_____no			

The undersigned acknowledges receipt of any issued Addendums to this Project by recording the Addendum number and date acknowledged below:

Addendum #1: _____ Dated: _____

If you are offering pricing which is based on other entity or agency solicitation pricing, clearly state so and include a copy of the applicable solicitation with your submittal.

If you are not submitting a quotation, please indicate "NO BID" and return the cover memo. BY: (print & sign) _____

DATE: _____ TITLE: _____

COMPANY: _____

ADDRESS: _____

PHONE NUMBER: _____

EMAIL: _____

Please include this bid submittal page, completed and signed bidder's certification and signed non-collusion affidavit, along with any specifications or additional attachments with your bid submittal.

1TB NO.: S-0001
BIDDER'S CERTIFICATION

Bidder's Signature: _____ Date: _____

By signing above, I certify that I have carefully read and fully understand the information contained in this Bid, that I have the capability to successfully undertake and complete the responsibilities and obligations of the Invitation to bid being submitted, and that I have the authority to submit this Bid to the ITB on behalf of my business. **It is the Bidder's responsibility to assure that all addenda have been reviewed prior to bid submission.**

BY (Printed): _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

The proposer supplies the information recorded below for use in the preparation of the contract documents, in event of contract award:

1. Please indicate type of business organization:

- (a) Proprietorship _____
- (b) Partnership _____
- (c) Corporation _____
- (d) Limited Liability Co. _____

2. If business is a Corporation, please answer the following questions:

Name and title of officers, authorized by Corporate Resolution, who will execute the contract on behalf of corporation (generally President and Secretary).

Firm is incorporated in what state?

If firm is a foreign corporation, does firm have a certificate of authority from the North Carolina Secretary of State? _____

3. If business is a Partnership, please answer the following:

Name in full or all general partners and addresses:

Is this a limited or general partnership? _____

If a limited partnership, what is state of registration? _____

If business is a foreign limited partnership, does business have a certificate of authority from the North Carolina Secretary of State? _____

4. If business is a Proprietorship, please answer the following:

Name of owner: _____

5. If business is a limited liability company, please answer the following:

List the names and title of managers or member-managers who will execute the contract on behalf of the company? _____

What is state of organization? _____

If business is a foreign limited liability company, does business have a certificate of authority from the North Carolina Secretary of State? _____

6. For all bidders:

If the business operates under an assumed name, what is the assumed name?

Has a certificate of assumed name been filed in the Brunswick County Registry?

If so, please provide the recording information:

Deed Book _____ at Page _____

NON-COLLUSION AFFIDAVIT

1TB NO.: S-0001

State of North Carolina

County of _____

_____, being first duly sworn, deposes and says that: _____

1. He/She is the _____ (title) of _____ (firm's name), the responder that has submitted the attached response;
2. He/She is fully informed respecting the preparation and contents of the attached response and of all pertinent circumstances respecting such response;
3. Such response is genuine and is not a collusive or sham response.
4. Neither the said responder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder firm or Person to submit a collusive or sham response in connection with the contract for which the attached response has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other responder, firm or person to fix the price or prices in the attached response, if applicable, or of any other responders, or to fix any overhead, profit or cost element of the response price of the response, if applicable, of any other responder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Wilmington or any person interested in the proposed contract.

Signature: _____

Title: _____

Date: _____

NOTARIZE

Subscribed and sworn to before me,

(NOTARY SEAL)

This _____ day of _____, 2023

Notary Public: _____

My Commission Expires: _____

REFERENCES

Please list **three** references for **commercial or residential** work completed within the last year in Brunswick County, indicating property address, description of work, monetary value of work, contact person and telephone number for each job. Please notify each reference of the possibility of H2GO calling. **Individual properties must be listed. If applicant has provided services for H2GO must be listed as the first reference.**

Name: _____

Address & Phone: _____

Type of Work: _____

Date Completed: _____ Dollar Amount: \$ _____

Name: _____

Address & Phone: _____

Type of Work: _____

Date Completed: _____ Dollar Amount: \$ _____

Name: _____

Address & Phone: _____

Type of Work: _____

Date Completed: _____ Dollar Amount: \$ _____