

CITY OF GREENSBORO

PROFESSIONAL SERVICES CONTRACT

This contract made and entered into this the 1st day of April, 2015, by and between the City of Greensboro, a municipal corporation of the State of North Carolina (hereafter referred to as the City) and Doer Products and Services Inc (hereafter referred to as the Consultant).

WITNESSETH:

Relationship

The Parties in this contract agree that the Consultant is a professional corporation, and that the relationship created by this contract is that of employer and independent contractor. The Consultant is not an employee of the City of Greensboro, and is not entitled to the benefits provided by employer to its employees, including, but not limited to, group insurance and pension plan. The Consultant may practice his profession for others during those periods when the Consultant is not performing work under this contract for the City.

Supervision and Inspection

In the performance of the work contemplated in this agreement, the Consultant is an independent contractor with the authority to control and direct the performance of the details of the services that are the subject of this contract. However, the work contemplated in this agreement must meet the approval of the City and shall be subject to City's general rights of inspection and supervision to secure the satisfactory completion thereof.

Specific Duties & Responsibilities

The specific duties and responsibilities of the Consultant shall include but not be limited to the following:

Primary benefits

- ▲ Reduce/eliminate organic odors.
- ▲ Reduce levels of H₂S gases at lift station and lift station force main.
- ▲ Reduce force main deterioration.

Product Specifications:

The products added to the wastewater shall be safe for the environment, biology and for workers. The odor control system shall be capable of treating both hydrogen sulfide and complex organic odors

Equipment Specifications:

1. The carbon system shall be installed on a concrete slab and draw air from under the wet well cover. The system shall be high quality and designed for continuous duty. The system shall include a grease and mist prefilter, a backward curved centrifugal blower and a carbon adsorber vessel. The system air flow shall be adjustable by VFD.
2. The corrosion control product shall be safe for workers and the environment. The system shall be integrated with probes in the wet well to prevent overdosing the product during low flow periods. In no case shall the pH be allowed to fall below 6.

Scope of Consultant's Services: The Basic Scope of Consultant's Services, as currently envisioned by the City, is as follows. Services to be provided by the selected consulting firm will generally be as follows:

1. Service is furnished and integral with and part of the product use
2. Cost of service is included in contract price
3. No additional costs for installation, maintenance or service
4. Equipment is the property of consultant
5. No extra insurance or liability for equipment
6. Participate in a preliminary project conference with City staff to establish the specific scope and vision of the areas to be treated, and identify the responsibilities of the Consultant, the City, and third parties, as necessary. City will provide relevant existing information to Consultant.
7. Upon successful contract negotiations, the Consultant should develop written project schedule.
8. The Consultant should assist the city in any public educational efforts associated with the contracted services when approached by citizens whom are inquiring about the nature of the services being performed. The City is proposing a significant public education effort. The City will provide educational material and referral information to the Consultant.

The Consultant must ensure all final deliverables include appropriate checks for quality assurance / quality control. In addition, the City reserves the right to conduct their own QA/QC checks to ensure contracted services are being properly performed.

Term

The term of this Agreement shall be for a period of 3 years.

Compensation

The City agrees to pay the Consultant an amount not to exceed \$295,200. Compensation shall not exceed \$98,400 for each respective year. Payments on this contract are contingent upon sufficient appropriations being approved by City Council in succeeding fiscal years. Bills for fees or other compensation for Services or expenses shall be submitted to the City in detail sufficient for a proper preaudit and postaudit thereof. Consultant will complete project work within March 31st 2018.

Invoices

1. Submittal

Invoices to the City for compensation shall be submitted not more often than monthly. Invoices will be based on 100% of the work completed during the preceding month.

2. Receipts Required

Where invoices are based in part on reimbursable expenses, the Consultant shall collect and maintain receipts for said expenses and shall make the receipts available to the City, if requested. The requirement to retain receipts shall generally follow the established rules of the Federal Internal Revenue Service regarding what type of expenditure must be supported by receipts for income tax purposes.

3. Disputed Items

If any items in any invoices submitted by the Consultant are disputed by City for any reason, including the lack of supporting documentation, City shall temporarily delete the item(s) and shall promptly notify the Consultant of dispute and request clarification and/or remedial action. After the dispute has been settled, the Consultant shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only. The undisputed portion of the invoices shall, however, be paid within the normal 30-day period.

Payment of Taxes and Insurance

The Consultant assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to all employees engaged in the performance of work under this contract. In addition, the Consultant agrees to pay any and all gross receipts, compensation, transaction, sales, use, or other taxes and assessments of whatever nature and kind levied or assessed as a consequence of the work performed or on the compensation paid under this contract.

Insurance

During the performance of the services under this Agreement, the Consultant shall maintain the following insurance:

1. General Liability Insurance, including but not limited to coverage for all premises and non-premises operations, independent contractors, broad form property damage coverage, including explosion, collapse and underground property damage hazards, personal injury liability protection including coverage relating to employment of persons, contractual liability protection, and products and completed operations coverage. This insurance shall provide bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 in the aggregate, and with property damage limits of not less than \$500,000 for each occurrence and not less than \$500,000 in the aggregate. The General Liability Insurance shall name the City of Greensboro as an additional insured, and the insurance shall be primary and non-contributory to any other insurance that may be available to the City.
2. Professional Liability Insurance with limits of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 in the aggregate. This Professional Liability Insurance shall provide coverage for the claims concerning the Contractor's errors and omissions for the scope of services provided to the City under this Agreement, including but not limited to, claims concerning the preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications, and claims relating to supervisory, inspection, architectural or engineering activities,
3. Automobile Liability Insurance, covering owned, non-owned, hired vehicles and trailers using in connection with this project. This insurance shall provide bodily injury and property damages limits of not less than \$1,000,000 combined single limit/aggregate.
4. Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$100,000 for each occurrence. In case any work is sublet under this Agreement, the Consultant shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This Agreement shall be void and of no effect unless the Consultant shall secure and keep in effect during the term of this Agreement the Consultant's compliance with the provisions of the Worker's Compensation laws of the State of North Carolina.

Consultant shall furnish certificates of insurance and a copy of the insurance policies for all of the insurance coverages described herein within ten (10) days after this Agreement is ratified and certified copies of any amendments and/or renewals to the policies which occur thereafter. At least thirty (30) days written notice shall be given to the City prior to any cancellation, modification or non-renewal of any insurance required under this Agreement.

Amendments

Alterations, deletions, and/or additions to the terms and conditions of this contract may only be made by the mutual written consent of the parties.

Conflict of Interest

No officer, employee or agent of the City, and no sub-grantee or sub-recipient of any federal or state funds from the City shall participate in the selection or in the award or administration of a contract supported by federal, state, or City funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when any of the following persons or entities has a financial or other interest in the firm selected for the award:

- (i) The employee, officer, agent;
- (ii) Any member of his immediate family;
- (iii) His or her partner; or
- (iv) An organization which employs, or is about to employ, anyone listed in (i) through (iii) above.

The grantee's or sub-grantee's officers, employees or agents will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements except as may be allowed in the City's Gift Policy, B-20.

The Definitions for the terms Officer, Employee and Agent as used in this Section are as follows:

- a. **Officer** - An individual who is elected to or appointed to serve or represent the City of Greensboro, other than an employee or independent contractor of the City.
- b. **Employee** - Those individuals who are employed at will by the City of Greensboro for remuneration, whether full time or part time, benefited or non-benefited, and are charged with implementing City policies and City Council goals and objectives.
- c. **Agent** - Those individuals or companies who are authorized to act on behalf of the City and who provide services or products, whether contractual or not.

Termination for Convenience

The City, in its sole discretion, may terminate this Agreement in whole or in part whenever the City determines that said termination is in its best interest. Any such termination shall be effected by the delivery to the Consultant of a written notice of termination thirty (30) days before the effective date of the termination.

Failure to Comply With Terms of Contract

Should the Consultant fail to comply with the terms of this contract, the Consultant, upon actual or constructive notice of the default shall have thirty (30) days to remedy the default. Should the Consultant fail to remedy the default, the contract is terminated immediately upon the expiration of the thirty (30) days.

Rights

City retains the exclusive rights to cancel, stop or re-schedule any or all services associated with the Contract.

Non-Discrimination Requirements

In hiring, contracting, and all other acts, Consultant shall abide by all local, State and federal laws and regulations relevant to Minority/Women's Business Enterprises and shall not discriminate on the basis of sex, age, race, creed, color, religion, national origin, or disability.

Compliance With Applicable Law

Any term or condition of the Contract which by operation or existence is in conflict with applicable Local, State, or Federal Law shall be rendered void and inoperative. City and the Consultant agree to accept the remaining terms and conditions.

Indemnification

The Consultant does hereby agree to indemnify and save harmless the City of Greensboro, its officers, agents and employees against all claims, actions, lawsuits and demands, including reasonable attorney fees, made by anyone for any damages, loss or injury of any kind, including environmental, which may arise while the Consultant is performing, or as a result of, work pursuant to this Agreement.

Severance

Should any part of this contract be declared unenforceable, all remaining sections remain in force.

Non-Assignment

The Consultant without the written approval of the City shall not assign this contract.

Governing Law

This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of North Carolina. Venue for any legal action resulting from this Agreement shall lie in Guilford County.

Scope of Agreement

This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

Confidentiality

The Recipient will not disclose to any third party, or make any use of the Discloser's Confidential Information except as required by the North Carolina Public Records Act. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care. The obligations hereunder will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, The City's obligations to maintain software as confidential will survive in perpetuity. "Discloser" means the party providing Confidential Information to the Recipient. "Recipient" means the party receiving Confidential Information from the Discloser. "Confidential Information" means non-public information of a party to this Agreement that is identified as or would be reasonably understood to be confidential and/or proprietary and is marked "confidential" and meets the requirements of North Carolina General Statutes 132-1.2. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is independently developed by the Recipient without access to Confidential Information.

Pursuant to the North Carolina Public Records Act, trade secrets or confidential information as defined by the North Carolina Public Records Act that are identified as such prior to disclosure to the Recipient is not public information and will not be released to the public by the Recipient except as set out below. Recipient will notify Discloser of any public records request, and if Discloser objects to Recipient disclosing any of the records responsive to the request, Discloser will notify the Recipient in writing within forty-eight (48) hours. If so notified, Recipient will not disclose the records until ordered to do so by a court of competent jurisdiction, and Discloser will enter an appearance as a party in-interest and defend Recipient in any claim, suit, mediation, litigation, or arbitration proceeding concerning the release of the records to which Discloser objected. Discloser will indemnify, save harmless, and pay any and all attorney's fees incurred by Recipient, and any attorney's fees Recipient is ordered to pay to any person(s) or organization(s) as a result of Discloser's objection to the release of the public records. Discloser will also indemnify, save harmless, and pay any and all claims for damages, court costs, or other fees Recipient incurs as a result of Discloser's objection to the release of the records requested pursuant to the North Carolina Public Records Act.

E-Verify

The Consultant certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Agreement, it will continue to comply with these requirements. The Consultant also certifies that it will require that all of its subcontractors that perform any work pursuant to this Agreement to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The terms "Contractor", "Sub-Contractor" and "comply" shall have the same meanings intended by Chapter 160A Section 20.1(b) of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Agreement.



TRANSMITTAL

DATE: March 15, 2015

Brian Foust
City of Greensboro Water Resources Department
2602 South Elm Eugene St
Greensboro, North Carolina 27406

Dear Brian,

Please find the attached concise proposal for the continuance of our odor and corrosion control services. We were able to reduce the contract price by eliminating the DO and supplemental carbon provisions that were in the previous RFP.

We confirm that we accept your terms and conditions and will provide a new certificate of insurance at your request.

Price: \$8,200 /month

SIGNED:


President

Scope of Services

DOer Products and Services, Inc. (DP&S) is pleased to offer the following proposal for addressing the City of Greensboro's odor, corrosion, and worker safety concerns at the Ready Fork Sewage Collection System. Our proposal is based on continuing the treatment that we are currently performing including vapor phase odor control with a carbon adsorption system and chemical treatment to limit downstream corrosion of the force main.

Cover System

The cover systems consists of heavy 3/4" rubber mats that are laid upon the wet well over the aluminum grating. The mats are 3' x 5' and can easily be removed to allow access to the wet well on an as needed basis. Adjustments will be made to assure the mats stay close together for effective containment.

Activated Carbon System

The activated carbon system consists of a 3000 CFM FRP adsorber vessel filled with 4,400 lbs of coconut shell carbon. Coconut shell carbon has a proven track record with the types of odors present at this site.

The carbon exhaust will be sampled upon every site visit to check for breakthrough. There are three interstitial carbon sampling points that allow for accurate prediction of carbon breakthrough. A sufficient supply of replacement carbon will be kept in stock at our Longs, SC warehouse. We will provide turnkey carbon change-outs on an as needed basis.

Chemical Treatment

Corrosion is a direct result of acids attacking concrete or iron sewer pipes. Crown corrosion is specifically due to H₂S oxidizing into sulfuric acid in the crown above the water level. In a force main the water normally surcharges the pipe during pump operation, and then air is allowed back through air release/vacuum breaker valves into the system when the pumps shut down. Our approach will reduce corrosion by reducing H₂S production. Our NOSOX Chemical will continue to be employed.

Key Personnel

Project executive management will be provided by Roger Heuckeroth, President of DP&S, who has over 20 years of experience in municipal odor and corrosion control. He can be reached at (845) 389-7332 or roger@doersvs.com.

All on site service will be performed by Matthew Stewart, Southeast Service Manager of DP&S, who has been managing the previous contract since 2013. He can be reached at (843) 997-0282 or matt@doersvs.com. Matt is available 24/7.