

BRUNSWICK COUNTY
REQUEST FOR
PROPOSALS

**Northwest Water Treatment Plant
Sludge Dewatering, Removal, and
Disposal**

ISSUE DATE: **December 20, 2025**

DUE DATE: **January 28, 2025**

1. OVERVIEW

Brunswick County is soliciting sealed proposals for dewatering, removal, and disposal of sludge at Brunswick County's Northwest Water Treatment Plant ("NWTP"). The NWTP is a 24mgd water treatment facility. It was constructed in 1984 and treats water from the Cape Fear River via the Kings Bluff Pump Station in Bladen County. Currently, the average raw water flow for 2024 is 14.11 million gallons a day.

The NWTP utilizes chlorine dioxide, polyaluminumchloride, polymer, and sodium hydroxide as its primary chemicals in the treatment of drinking water. Sodium fluorosilicate, orthophosphate, chlorine, and ammonia are also used to finish the water before being pumped to the distribution system.

River sediment is removed from the treatment process via two routes, one being clarifier sludge blowdowns and the other filter backwashes. Each process has its own unique percent solids and can vary widely. Solids from these processes travel to a two-million gallon settling lagoon. The lagoon is equipped with aluminum handrails, a 20/1 sloped bottom, floor pressure relief valves, a supernatant collector weir, and two 1,200gpm Wemco hydrostal pumps. These two pumps are capable of pumping most of the sludge from the lagoon and transferring it to the 80' circular sludge thickening unit. In the thickening unit, sludge can be stored and thickened until ready to be removed. One 400gpm Wemco hydrostal pump is currently available along with another 4" attachment point for another pump (contractor supplied).

The initial term of the contract, if awarded, shall be three (3) years. The initial term may be followed by three (3) successive options to renew for one (1) year each. Each renewal option is to be exercised automatically unless either party gives notice of its intent not to renew at least ninety (90) days prior to the end of the then-current term.

2. SCOPE OF WORK

Brunswick County has established the following objectives for this project. Any changes to the specifications or Scope of Work will be made in the form of an addendum to this Request for Proposals and will be supplied to all known prospective contractors and posted on the Brunswick County website. Notwithstanding the foregoing, contractors will be responsible for ensuring that they have all addenda. Brunswick County may negotiate and refine the final Scope of Work with the selected contractor. Brunswick County reserves the right to negotiate additional services with the selected contractor at any time after the initial contract award.

A. Mobilization

Contractor must mobilize, be set up to process, and begin processing sludge within two (2) weeks of notice by County. If contractor fails to meet said deadline through no fault of County, contractor may be held liable to County for obtaining other means of sludge removal.

B. Required Sludge Levels

1. Contractor will be required to maintain a sludge level in the lagoon at a point no greater than three (3) feet below the supernatant collection weir.
2. Contractor is strictly prohibited from discharging solids over the weir from the sludge thickening unit. The sludge level in the thickening unit will be maintained at a point no greater than one (1) foot below the discharge weir.

C. Sludge Dewatering and Removal

1. Contractor is responsible for removing the sludge from the thickening unit.
2. Sludge is to be removed at a rate necessary to remain in compliance with Section B: Required Sludge Levels, as set forth above.
3. Contractor is required to provide all equipment and chemicals necessary to facilitate sludge dewatering and removal.
4. Any chemical used in the settling process and in dewatering must be National Sanitation Foundation (“NSF”) approved for use in drinking water.
5. Contractor will operate its own equipment so as to not interfere with the production of drinking water at the NWTP.
6. Contractor must use some means of dewatering the sludge onsite to limit the number trucks entering and leaving the NWTP to no more than four (4) loads per day.
7. Contractor is required to provide its own trucks for sludge removal from the NWTP (subcontractors may be used with prior County approval).

D. Sludge Disposal

1. Contractor must develop its own contracts for disposal sites for the sludge removed from the NWTP and have a contingency plan if land is not available. These sites must be permitted by the NC DEQ for land application of water treatment plant residuals.
2. Contractor is required to provide an annual report to County by January 15 of the following year detailing the location and quantities of sludge that was disposed.

E. Sludge Weighing

1. Contractor must weigh each empty trailer and load of dewatered sludge on certified scales.
2. Contractor must provide copies of weight tickets with each monthly invoice and/or at such other intervals as reasonably requested by County. Invoices will not be paid until weight tickets are provided and matched with trailer numbers and percent solids data.

F. Sludge Sampling

1. Contractor must collect equal size sludge samples at least every three (3) hours when operating its dewatering device. All samples must be an accurate representation of the sludge being produced. Sample(s) will then be composited for each truckload for a percent solids test performed by NWTP staff using standard methods. Composite containers will be made of plastic and have sealing lids to retain and retard the migration of moisture.
2. If contractor pumps and hauls liquid loads of sludge, contractor must collect a 250ml grab sample from each truck which will be composited daily for a percent solids test performed by NWTP staff using standard methods. Composite containers will be made of plastic and have sealing lids to retain and retard the migration of moisture.

G. Contingency Plan

Contractor shall maintain a written plan of contingency capabilities. In the event of natural disasters, emergency operations, equipment failure or other failure beyond contractor's reasonable control, contractor must provide a list of alternative removal capabilities in the event land application sites are unusable/unavailable.

H. Permits and Regulations

Contractor is solely responsible for ensuring that land application methods and land application rates are in conformance with applicable NC DEQ Permits and Regulations.

I. County Provisions

1. County will provide a two- (2) inch water line that can be used for wash water, if needed. Minimum pressure will be 50psi.
2. County will provide a 100amp, 460v, three- (3) phase power supply, if needed.
3. County will operate the settling lagoon and 1,200gpm Wemco pumps to facilitate sludge removal from the lagoon in as an efficient manner as possible.
4. County will operate the sludge thickening unit to keep it full minus one (1) foot to keep within weir limit. If Contractor requires chemical addition for this stage of the operation, Contractor shall be solely responsible for the operation of the thickening unit and any fines issued by the NC DEQ for NPDES exceedances related to improper operation of the thickening unit.
5. County will provide contractor with 24-hour access to the sludge operating facilities.

J. Calculations for Determining Dry Tons

1. Using percent solids data from the composite samples and combining the weights from the weight tickets, dry tons will be calculated on a per truck basis. %solids X

wet pounds hauled / 2000 = dry tons removed. This will be verified by weight tickets provided by Contractor.

2. When calculating from liquid loads, percent solids from the daily composite sample will be combined with the total # of gallons removed from the NWTP for that day to calculate dry tons removed. %solids X gallons hauled X 8.34 / 2000 = dry tons removed.

5. COST ESCALATION CLAUSE

Cost escalations may be captured annually beginning after the first contract year of the three- (3) year term. Cost escalation will be determined by the formula outlined below using the Federal Labor Statistics CPI-U for All Urban Consumers U.S. City average – All items

$$\text{Current Price per dry ton} \times \left[\left[\frac{\text{New CPI} - \text{Current CPI}}{\text{Current CPI}} \times 0.8 \right] + 1 \right] = \text{New Cost per dry ton}$$

$$\text{Example: } \$400 \times \left[\left[\frac{251.99 - 244.96}{244.96} \times 0.8 \right] + 1 \right] = 409.18 \text{ per dry ton}$$

(Example based on BLS CPI-U for June 2018, cpi document 07122018)

6. CONTRACTOR REQUIREMENTS

Contractor must be licensed for the specific type of services in the State of North Carolina. Contractor shall have a minimum three- (3) year obligation for the Project, including performing dewatering services which include the pumping, dewatering, loading, transporting, and disposing of non-hazardous residuals in accordance with the Scope of Work as set forth herein for the Brunswick County Northwest Water Treatment Plant located at 3954 Clearwell Drive NE, Leland, North Carolina 28451.

7. SITE VISIT

A site visit is highly recommended prior to submitting a proposal for the work. In order to schedule a site visit, contact Thad Hill at 910.253.1771.

8. SCHEDULE

Sludge shall be hauled no more than four (4) times per day.

9. PROPOSAL DEADLINE AND SUBMITTAL REQUIREMENTS

9.1 Sealed proposals must be received no later than January 28, 2025, at 4:30 pm ET. Sealed proposals must be clearly marked “Northwest Water Treatment Plant Sludge Dewatering, Removal and Disposal.” Brunswick County will not be responsible for the failure of any mail or delivery service to deliver a proposal prior to the stated date and time. Regardless of the manner of submission, any proposal received after the stated date and time or proposals not submitted to the correct location or in the designated manner will not be considered. Incomplete proposals or proposals inconsistent with the required format may be disqualified from consideration.

9.2 All proposals must include the following:

- The proposal title and due date and time.
- A cover letter/letter of intent on contractor’s letterhead, signed by an authorized representative of contractor, expressly agreeing to Brunswick County’s terms and conditions contained in this Request for Proposals and its attachments.
- The contractor’s name or company name, address and telephone number.
- The name, address and telephone number of company representatives with the authority to answer questions or provide clarification regarding the proposal’s contents.
- The names of any and all subcontractors expected to perform services in connection with the project and their qualifications. Include the estimated percentage of work that each subcontractor is expected to perform. **Brunswick County reserves the right to accept or reject any proposed subcontractor.**
- A detailed Form of Proposal in substantially the form attached hereto and incorporated herein by reference.
- A full description of services and processes that will be implemented and ongoing to complete the project in the most efficient, timely and comprehensive manner.
- Any assistance requirements from Brunswick County.
- A detailed company description and history, including the areas of expertise related to the project.
- A reference list of at least three (3) current projects or projects completed within the past twenty-four (24) months for projects of similar size and scope, including the name and telephone number of a contact person for each reference listed.
- Certificate of Insurance as evidence that contractor meets the County’s Minimum Insurance Requirements attached hereto.

Contractors shall provide documentation sufficient to clearly demonstrate that their firm meets or exceeds the requirements set forth in this Request for Proposals. Failure to provide such documentation may result in the proposal being deemed non-responsive.

In addition to the foregoing, Brunswick County reserves the right to request financial information for any contractor, in order to support the viability of the contractor.

Those interested should submit one (1) sealed hard copy of the proposal. Proposals may only be mailed or hand delivered to the following:

Mail: Glenn Walker
P.O. Box 249
Bolivia, NC 28422

Hand Delivery: Glenn Walker
250 Grey Water Road
Supply, NC 28462

10. EXPENSES

Brunswick County will not be responsible for any costs or expenses incurred by the contractor in submitting a proposal or for any other activities associated with this procurement. Further, Brunswick County reserves the right to cancel the procurement described herein prior to issuance and acceptance of any contractual agreement even if the Board of Commissioners has formally accepted the recommendation.

11. RIGHT TO SUBMITTED PROPOSALS AND SUPPORTING DOCUMENTS

All written correspondence, proposals, and supporting documents received by Brunswick County in connection with this Request for Proposals will become the property of Brunswick County. Brunswick County reserves the right to use any ideas in a proposal or supporting documents regardless of whether the proposal is selected.

12. QUESTIONS/ADDENDA

Questions or requests for further information regarding this Request for Proposals shall be submitted in writing to the attention of Glenn Walker no later than January 17, 2025 at 11:59 p.m. ET. A copy of all questions, further clarifications, and answers will be made in the form of an Addendum to this Request for Proposals and will be provided to all known prospective contractors and posted on the County's website. Notwithstanding the foregoing, contractors will be responsible for ensuring that they have all addenda.

Contractors are expressly prohibited from contacting any Brunswick County official regarding this Request for Proposals, except in the manner noted in this section. A violation of this provision is grounds for the immediate disqualification of the contractor.

13. FORM OF AGREEMENT

In addition to the terms and conditions contained in this Request for Proposals, by submitting a proposal, contractor, if selected, agrees to enter into and be bound by the provisions of a Services Agreement in substantially the form attached hereto and incorporated herein by reference. To the extent that any of the terms of this Request for Proposals and the terms of the Services Agreement conflict, the terms of the Services Agreement shall prevail. No agreement will be valid until it has been fully executed by the parties. **Contractor may not perform any services until the Services Agreement is fully executed by both parties.**

14. INSURANCE

To the extent applicable, contractor must procure and maintain in full force and effect during the term of any agreement with Brunswick County, or the renewal of any agreement with Brunswick County, the insurance coverage set forth in the Minimum Insurance Requirements attached hereto and incorporated herein by reference.

In the event contractor, or any of its approved subcontractors, fails to maintain insurance as outlined herein, Brunswick County may, at its option, obtain the required insurance at the expense of the contractor.

15. CONSIDERATION/REJECTION OF PROPOSAL

15.1 No Acceptance

Brunswick County reserves the exclusive right to reject any or all proposals, to waive any informalities or technical defects in proposals, and to accept any proposal deemed most favorable to Brunswick County.

15.2 Competency of Contractor

Brunswick County shall make such investigation as it deems necessary to determine the ability of the contractor to perform the work, and/or provide the services required by this Request for Proposals. Upon request by Brunswick County, the contractor shall furnish satisfactory evidence that it has the necessary facilities, ability and financial resources to fulfill the specifications and conditions of the proposal.

16. AWARD

Brunswick County reserves the right to award a contract, based on initial proposals received from contractors, without discussion and without conducting further negotiations. Brunswick County may also, in its sole discretion, initiate further discussions with contractors that it deems to fall within a competitive range. Award shall be made to the Contractor that, on the sole judgment of Brunswick County, best meets the needs of the

County when price, performance, schedule, manpower, equipment, availability, references, previous work history, and financial solvency factors are considered. Brunswick County shall not be deemed to have finally selected a contractor until a contract has been successfully negotiated and signed by both parties

17. NON-DISCLOSURE OF INFORMATION

Contractor and its agents shall treat all data and information associated with this Request for Proposals, including, without limitation, the Request for Proposals, all reports, recommendations, specifications and other data as confidential. Contractor and its agents shall not disclose or communicate any information to a third party or use such information in advertising, propaganda and/or in another job or jobs, unless prior written consent is obtained from Brunswick County.

18. NORTH CAROLINA PUBLIC RECORDS

All proposals received by Brunswick County shall be considered public information subject to lawful disclosure under North Carolina Public Records Law. Any proposal material deemed by the contractor to constitute either proprietary or trade secret material shall be designated as such, and each page or section of a page containing such material shall be so marked by the contractor. In addition, it shall be the sole responsibility of the contractor to demonstrate to a court of competent jurisdiction that their designation is proper. Brunswick County shall not make public any material determined by a court of competent jurisdiction to be proprietary or trade secret. Contractor hereby agrees to indemnify and hold Brunswick County harmless from any and all claims, suits, damages, penalties or expenses arising out of contractor's proprietary or trade secret designation.

19. AMENDMENTS/CHANGE ORDERS

After a project is awarded to a contractor and the parties enter into a formal agreement, a written amendment or change order will be required for any changes to the scope of the project.

20. ADDITIONAL SERVICES

Brunswick County reserves the right to negotiate additional services with contractor at any time after the initial contract award.

21. CERTIFICATION

Contractor hereby certifies that it has carefully examined this Request for Proposals and all attachments hereto, that it understands and accepts all terms and conditions and the scope of work, and that it has knowledge and expertise to complete the project. By submitting a proposal, contractor certifies that its proposal is in all respects fair and without collusion or fraud.

FORM OF AGREEMENT

NORTH CAROLINA

SERVICES AGREEMENT

BRUNSWICK COUNTY

THIS SERVICES AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as “County”), party of the first part, and {Vendor Name}, (hereinafter referred to as “Provider”), party of the second part.

WITNESSETH:

1. SERVICES; FEES

The services to be performed under this Agreement (hereinafter referred to collectively as “Services”) and the agreed upon fees for said Services are set forth on Exhibit “A” attached hereto.

Any exhibits or attachments referenced herein are hereby incorporated by reference and made a part of this Agreement. Any conflict between the language in an exhibit or attachment and the main body of this Agreement shall be resolved in favor of the main body of this Agreement.

2. TERM OF AGREEMENT; TERMINATION

- (1) *Term.* The term of this Agreement begins on {Effective Date} (the “Effective Date”) and continues in effect until {Expiration Date}, unless sooner terminated as provided herein. **No work may commence under this Agreement until the Agreement has been fully executed by both parties.**
- (2) *Termination.* County may terminate this Agreement at any time without cause by giving sixty (60) days’ written notice to Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to County showing in detail the work performed under this Agreement through the effective date of termination. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

3. NONAPPROPRIATION

If the Board of County Commissioners does not appropriate the funding needed by County to make payments under this Agreement for a given fiscal year, County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, County will promptly notify Provider of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

4. COMPENSATION

County agrees to pay fees as specified in Exhibit "A" or as set out above for the Services satisfactorily performed in accordance with this Agreement. Unless otherwise specified, Provider shall submit monthly invoices to County and include detail of all Services delivered or performed under the terms of this Agreement. County shall pay all undisputed and properly completed invoices within thirty (30) days of receipt. Notwithstanding the foregoing, County will not pay late fees on any charges under this Agreement. If County disputes any portion of the charges on any invoice received from Provider, County shall inform Provider in writing of the disputed charges. Once the dispute has been resolved, Provider shall re-invoice County for the previously disputed charges, and, per any resolution between County and Provider, County shall pay those charges in full at that time. No advance payment shall be made for the Services to be performed by Provider under this Agreement.

5. INDEPENDENT CONTRACTOR

Both County and Provider agree that Provider shall act as an independent contractor and shall not represent itself as an agent or employee of County for any purpose in the performance of its duties under this Agreement. Provider represents that it has or will secure, at its own expense, all personnel required in performing the Services under this Agreement. Accordingly, Provider shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this Agreement, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required. Provider shall not be entitled to participate in any plans, arrangements or distributions by County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.

In the event the Internal Revenue Service should determine that Provider is, according to Internal Revenue Service guidelines, an employee subject to withholding and social security contributions, then Provider hereby acknowledges that all payments hereunder are gross payments, and Provider is responsible for all income taxes and social security payments thereon.

6. PROVIDER REPRESENTATIONS

- (1) Provider is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;
- (2) Provider has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- (3) No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Provider to enter into and perform its obligations under this Agreement;
- (4) In connection with Provider's obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses;
- (5) Provider shall not violate any agreement with any third party by entering into or performing the Services under this Agreement;
- (6) Provider will perform all Services in conformity with the specifications and requirements of this Agreement;
- (7) The Services provided by Provider under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including, without limitation, non-compete agreements);
- (8) Provider shall exercise reasonable care and diligence when performing the Services hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said Services;
- (9) Provider acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the Services, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and
- (10) Provider shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by County with respect to rules, regulations, policies and security procedures applicable to work on County's premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

7. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

Provider shall be solely responsible for any damage to or loss of County's equipment, facilities, property and/or data arising out of the negligent or willful act or omission of Provider or its subcontractors. In the event that Provider causes damage to County's equipment or facilities, Provider shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to such damage.

8. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Provider or its Services, and Provider is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Provider may list County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

9. NON-EXCLUSIVITY

Provider acknowledges that County is not obligated to contract solely with Provider for the Services covered under this Agreement.

10. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

Provider hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.80 *et seq.*

11. DEBARMENT

Provider hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or agency. Provider must notify County within thirty (30) days if debarred by any governmental entity during this Agreement.

12. INDEMNIFICATION

Provider shall defend, indemnify and hold harmless County, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against County or which County must pay and incur arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Provider, its employees or agents. Provider further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. Provider shall be fully responsible to County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

13. INSURANCE

Provider shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by County with limits acceptable to County. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include County as an additional insured and as a certificate holder. Provider shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Provider shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

14. WORKERS' COMPENSATION

To the extent required by law, Provider shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Provider is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Provider shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Provider's obligations under this Agreement.

Provider agrees to furnish County proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

15. REMEDIES

- (1) *Right to Cover.* If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:
 - i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement; and
 - ii. Deduct any and all expenses incurred by County in obtaining or performing the Services from any money then due or to become due Provider and, should County's cost of obtaining or performing the Services exceed the amount due Provider, collect the amount due from Provider.

- (2) *Right to Withhold Payment.* County reserves the right to withhold any portion, or all, of a scheduled payment if Provider fails to perform under this Agreement until such breach has been fully cured.
- (3) *Setoff.* Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.
- (4) *Other Remedies.* Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.
- (5) *No Suspension.* In the event that County disputes in good faith an allegation of breach by Provider, notwithstanding anything to the contrary in this Agreement, Provider agrees that it will not terminate this Agreement or suspend or limit any Services or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

16. TAXES

Provider shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Provider shall substantiate, on demand by County, that all taxes and other charges are being properly paid.

17. HEALTH AND SAFETY

Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performing the Services. Provider shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees in connection with performing the Services and other persons who may be affected thereby.

18. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, Provider understands that it is a requirement of this Agreement that Provider and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Provider agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and Provider shall require its subcontractors to do the same. Upon request, Provider agrees to provide County with an affidavit of compliance or exemption.

19. CONFIDENTIAL INFORMATION

For purposes of this Agreement, the party disclosing Confidential Information is the “Discloser,” and the party receiving Confidential Information is the “Recipient.” “Confidential Information” shall mean any nonpublic information concerning the parties’ respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as “Confidential.” Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

The restrictions regarding the use and disclosure of Confidential Information do not apply to information that is:

- a. in the public domain through no fault of the Recipient;
- b. within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;
- c. lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;
- d. independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;
- e. disclosed with the prior written consent of the Discloser; or
- f. required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser’s sole expense.

20. OWNERSHIP OF WORK PRODUCT

Should Provider’s performance under this Agreement generate documents or other work product that are specific to the Services hereunder, such documents or work product shall become the property of County and may be used by County on other projects without additional compensation to Provider.

21. NO ASSIGNMENT WITHOUT CONSENT

Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party hereto shall be void. An assignee shall acquire no rights, and County shall not recognize any assignment in violation of this provision.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.

23. DISPUTE RESOLUTION

Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.

24. GOVERNMENTAL IMMUNITY

County, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

25. NON-WAIVER

Failure by County at any time to require the performance by Provider of any of the provisions of this Agreement shall in no way affect County's right hereunder to enforce the same, nor shall any waiver by County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

26. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

27. HEADINGS

The headings in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

28. SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

29. AMENDMENTS

No amendments or changes to this Agreement, or additional Proposals or Statements of Work, shall be valid unless in writing and signed by authorized agents of both Provider and County.

30. NOTICES

- (1) *Delivery of Notices.* Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.
- (2) *Effective Date of Notices.* Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.
- (3) *Notice Address.* Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:

- i. For the County: Brunswick County Manager
P.O. Box 249
Bolivia, NC 28422
Fax: 910-253-2022
- ii. For the Provider: {Vendor Name}
{Vendor Address}
{Vendor City}, {Vendor State or Territory} {Vendor Zip}

31. SIGNATURES

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-58.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

ATTEST:

BRUNSWICK COUNTY

Clerk to the Board /
Deputy Clerk to the Board

By: _____
Chairman, Board of Commissioners

[SEAL]

{VENDOR NAME}

By: _____

Printed Name: {Vendor Signatory Name}

Title: {Vendor Signatory Title}

Date: _____

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

Aaron C. Smith, Director of Fiscal Operations
Brunswick County, North Carolina

APPROVED AS TO FORM

Bryan W. Batton, County Attorney /
Ryan S. King, Assistant County Attorney



BRUNSWICK COUNTY MINIMUM INSURANCE COVERAGE REQUIREMENTS

At contractor's expense, contractor shall procure and maintain the following recommended lines of insurance according to the scope of work. The County may choose to elect higher or lower coverages according to the work performed. Contractors must be insured by a licensed agent in North Carolina and rated A-VII or better by A.M. Best.

A. COMMERCIAL GENERAL LIABILITY

Covering all operations involved in this Agreement.

- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal and Advertising Injury Limit
- \$ 5,000 Medical Expense Limit

B. WORKERS' COMPENSATION

Statutory limits covering all employees, including Employer's Liability with limits of:

- \$500,000 Each Accident
- \$500,000 Disease - Each Employee
- \$500,000 Disease - Policy Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 Combined Single Limit – Any Auto

D. PROFESSIONAL LIABILITY

\$1,000,000 Per Occurrence

E. POLLUTION LIABILITY INSURANCE

\$1,000,000 Per Occurrence

When a contractor is required to bind pollution/environmental coverage, the contractor must provide evidence of continuation or renewal of liability insurance for a period of three (3) years following termination of the agreement.

ADDITIONAL INSURANCE AND INDEMNIFICATION REQUIREMENTS

- A. Contractor agrees to defend, indemnify, and hold harmless Brunswick County, its officers, employees, and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Contractor, its employees or agents. Contractor further agrees to investigate, handle, respond to, defend and dispose of same at its sole expense and agrees to bear all other costs and expenses related thereto.

The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

BRUNSWICK COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS
ADDITIONAL INSURED UNDER CONTRACTOR'S GENERAL LIABILITY INSURANCE.

- A. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- B. Contractor shall have no right of recovery or subrogation against Brunswick County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- C. Brunswick County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- D. All certificates of insurance must provide that the policy or policies shall not be changed or cancelled without at least thirty (30) days prior written notice.
- E. The Certificate of Insurance should note in the Description of Operations the following:
Department: _____
Contract #: _____
- F. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, hold harmless and defend Brunswick County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- G. In the event Contractor receives Notice of Cancellation of Insurance required pursuant to this Agreement, Contractor shall immediately cease performance of all services and shall provide Notice to Brunswick County's Legal/Risk Management personnel within twenty-four (24) hours.
- H. Certificate Holder shall be listed as follows;
ATTENTION: Brunswick County Risk Manager
30 Government Center Dr. NE
P.O. Box 249
Bolivia, NC 28422
- I. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

**Northwest Water Treatment Plant Sludge Dewatering, Removal, and Disposal
FORM OF PROPOSAL**

Note to contractors: All costs proposed are to be inclusive of labor, materials, equipment, incidentals, etc. necessary to provide the scope of services outlined in this RFP. Costs are also to include all expenses, including general overhead, equipment, field overhead, profit, travel per diem, all necessary food, water, restroom and lodging facilities needed to provide these services.

\$ _____ per dry ton of sludge removal and disposal

¹ Unit rates listed in response to the above rate table may be decreased through negotiation in any contract entered into as a result of this RFP, including the original contract and renewals, but cannot be increased.

CONTRACTOR INFORMATION

Name of Company _____

Address _____

Phone No. _____ **Fax No.** _____

Contractor Contact Person: _____

E-Mail Address _____

Federal I.D. No. _____

SDBE, Minority or Woman Owned Business Enterprise _____ **Yes** _____ **No**

By submitting a proposal, contractor expressly agrees to Brunswick County's terms and conditions contained in the Request for Proposals and its attachments.

Proposal Submitted By: _____

(Printed Name)

(Signature)

Title: _____

Date: _____