

BID FORM

To: **BRUNSWICK COUNTY**

From: Bidder WASTE WATER SYSTEMS, INC.

Address 9411 TAILS CREEK ROAD

ELLIJAY, GA 30540

Telephone 706-276-3139

Date of Bid JULY 1, 2022

The undersigned, as bidder, hereby declares that the only person or persons interested in this bid as principal or principals is or are named herein and that no other person has any interest in this bid or in the contract to be entered into; that this bid is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. By signing this bid, the bidder affirms that it is not listed and will not utilize a subcontractor or vendor listed on the Final Divestment List created by the State Treasurer pursuant to NCGS 143-6A-4, Iran Divestment Act Certification. The bidder further declares that it has examined the site of the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that it has satisfied itself relative to the:

Amiad 14-4 Galaxy Spin Klin Filter system, 130 Micron Discs, 1-row filter system on 12" manifold with L2 115-volt Backwash Controller w/ 20 Command Outputs, Nema 4x panel, PLC and HMI Secomea Kit w/ Antennae and Smart Server

The bidder agrees if this bid is accepted to contract with **Brunswick County** in the form of the contract specified herein in full in complete accordance with the plans and specifications, to the full and entire satisfaction of **Brunswick County** and its representatives with a definite understanding that no money will be allowed except as set forth in the contract documents, for the sum of:

BID: \$134,605⁰⁰ SALES & USE TAX @ 6.75% = 9,086⁰⁰

LIST TERMS OF ANY MANUFACTURER WARRANTY AS WELL AS ANY OTHER WARRANTY YOU SHALL PROVIDE:

SEE ATTACHED WARRANTY - 2 PAGES

3.4 If for any reason Buyer fails to accept delivery of any of the Goods or if Seller is unable to deliver the Goods at the Seller's Shipment Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) title and risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and

11.6 In the event that achievement of a particular Payment Milestone is delayed or suspended due to the Buyer's convenience or other reasons for which the Buyer or its representatives is responsible, such Payment Milestone will be deemed to have occurred and Seller shall be entitled to invoice Buyer as if achievement of such Payment Milestone had been achieved. In such circumstances, Buyer must notify Seller in writing of the reasons for the delay and anticipated duration of the delay. Seller will mark the Goods (or parts thereof) as the Buyer's property and shall store the Goods (or parts thereof) in a segregated area until actual delivery at Buyer's cost.

14 Limited Warranty

14.1 Limited Warranty for Goods: Seller warrants to Buyer that for a period of twelve months (12) from the date of installation of the Goods or eighteen months (18) from the date of delivery of the Goods, including deemed delivery pursuant to clauses 3.4 and 11.6 above (the "Warranty Period"), whichever comes first, that the Goods manufactured by Seller, when properly installed and maintained, and operated at ratings, specifications and design conditions specified by Seller, will materially conform to Seller's specifications for such Goods set forth in Seller's proposal, or, in the absence of such a proposal, such specifications as have been provided by Buyer to Seller and accepted in writing by Seller and included in the Sales Confirmation, at the time of the order and will be free from material defects in material and workmanship (this "Limited Warranty"). Buyer shall notify Seller promptly in writing of any claims within the Warranty Period and provide Seller with an opportunity to inspect and test the Goods claimed to fail to meet this Limited Warranty. Buyer shall provide Seller with a copy of the original invoice for the Goods, and prepay all freight charges to return any Goods to Seller's factory, or other facility designated by Seller. All claims must be accompanied by full details, including system operating conditions, if applicable. If the defects are of such type and nature as to be covered by this Limited Warranty, Seller shall, at its option and in its sole discretion, either: (a) accept return of the defective Goods and furnish replacement Goods; (b) furnish replacement parts for the defective Goods; (c) repair the defective Goods; or (d) accept return of the defective Goods and return payments made, or issue credits for, such defective Goods. If Seller determines that any warranty claim is not, in fact, covered by this Limited Warranty, Buyer shall pay Seller its then customary charges for any additionally required Goods.

14.2 Limited Warranty for Services: Seller further warrants that all Services performed hereunder, if any, will be performed in a workmanlike manner in accordance with applicable law and industry standards by qualified personnel (this "Limited Warranty for Services"); this Limited Warranty for Services shall survive for 30 days following Seller's completion of the Services (the "Service Warranty Period"). In the event of a warranty claim under this Limited Warranty for Services, Buyer shall inform Seller promptly in writing of the details of the claim within the Service Warranty Period. Seller's liability under this Limited Warranty for Services is limited (in Seller's sole discretion) to repeating the service that during the Service Warranty Period does not meet this Limited Warranty for Services or issuing credit for the nonconforming portions of the Service. If Seller determines that any warranty claim is not, in fact, covered by the foregoing Limited Warranty for Services, Buyer shall pay Seller its then customary charges for all Services performed by Seller.

14.3 DISCLAIMER OF WARRANTIES: EXCEPT FOR THE WARRANTIES SET FORTH IN SECTIONS 14.1 and 14.2, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS AND SERVICES, INCLUDING WITHOUT LIMITATION ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW,

COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. Seller does not warrant against, and in no event shall Seller be liable for, normal wear and tear of Seller's consumable type parts (including but not limited to O-rings, rim gaskets, nuts and bolts, pipe caps and clamps); damages or defects arising out of improper or abnormal use, damages or defects arising from chemical, galvanic, or electrolytic exposure; misuse, abuse, improper installation (other than by Seller), application, operation, maintenance or repair, alteration, accident, or for negligence in use, storage, transportation or handling or other negligence of Buyer. In no event shall Seller be liable for any Goods repaired or altered by someone other than Seller other than pursuant to written authorization by Seller.

14.4 Exclusive Obligation: THE WARRANTIES IN SECTIONS 14.1 AND 14.2 ARE EXCLUSIVE. THE LIMITED WARRANTY FOR GOODS AND THE LIMITED WARRANTY FOR SERVICES ARE THE SOLE AND EXCLUSIVE OBLIGATIONS OF SELLER WITH RESPECT TO ANY DEFECTIVE GOODS AND/OR NON-CONFORMING SERVICES. SELLER SHALL NOT HAVE ANY OTHER OBLIGATION WITH RESPECT TO THE GOODS, SERVICES, OR ANY PART THEREOF, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. THE REMEDIES SET FORTH IN SECTIONS 14.1 AND

14.2 SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 14.1 AND 14.2.

14.5 Buyer Breach: In no event shall Buyer be entitled to assert claims or rights under the above Limited Warranties if Buyer is in breach of its obligations, including but not limited to payment, hereunder.



WASTWAT-01

EAMATO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Snellings Walters Insurance Agency
1117 Perimeter Center West
Suite W101
Atlanta, GA 30338

CONTACT NAME: Elizabeth Amato, CISR

PHONE (A/C, No, Ext): (470) 514-4864

FAX (A/C, No):

E-MAIL ADDRESS: eamato@snellingswalters.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Colony Specialty Insurance Co.

36927

INSURER B: Union Insurance Company

25844

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Waste Water Systems, Inc.
TJS, LLC
P O Box 1023
Ellijay, GA 30540

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Empl Practices Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PACE4223155	9/15/2021	9/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CNA 4420689 43	9/15/2021	9/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			EXC 4223156	9/15/2021	9/15/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 Follow Form \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Pollution Liability			PACE4223155	9/15/2021	9/15/2022	Occurrence 1,000,000
A	Professional Liabil			PACE4223155	9/15/2021	9/15/2022	Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
BRUNSWICK COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES

CERTIFICATE HOLDER

Brunswick County Risk Manager
30 Government Center Dr. NE
P.O. Box 249
Bolivia, NC 28422

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

JOHN SNELLINGS INS AGENCY INC
1117 PERIMETER CENTER WEST
SUITE W101
ATLANTA GA 30338

North Carolina			
License		NPN: 5327068	
JOHN SNELLINGS INS AGENCY INC			
LICENSE TYPE	LINES OF AUTHORITY	LOA EFFECTIVE DATE	LICENSE FIRST ACTIVE DATE
Corporation			10/09/2008

Mike Causey
Mike Causey, Commissioner of Insurance

This insurance license shall remain in effect until the expiration date unless cancelled, surrendered or revoked. Individuals who are licensed as Insurance Producers and/or Bail Bond licensees must complete continuing education and pay all applicable renewal fees as required by North Carolina administrative code prior to the expiration date.

North Carolina			
License		NPN: 5327068	
Department of Insurance			
JOHN SNELLINGS INS AGENCY INC			
Who has fulfilled all of the conditions of eligibility imposed by the General Statutes of North Carolina and is hereby licensed by this State (in the capacity stated below) and granted the privilege to act with the authority of this license. It shall be valid until cancelled, surrendered or revoked.			
LICENSE TYPE	LINES OF AUTHORITY	LOA EFFECTIVE DATE	LICENSE FIRST ACTIVE DATE
Corporation			10/09/2008

Mike Causey
Mike Causey, Commissioner of Insurance

For questions regarding a license please contact
the North Carolina Department of Insurance at: 919-807-6800



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mary Storti c/o Paychex Insurance Agency, Inc. 150 Sawgrass Drive Rochester, NY 14620	CONTACT NAME: PHONE (A/C, No, Ext): (877) 266-6850 FAX (A/C, No): E-MAIL ADDRESS: pbscerts@paychex.com														
INSURED Paychex Business Solutions, LLC Labor Contractor, for co-employees of: WASTE WATER SYSTEMS INC 911 Panorama Trail South Rochester, NY 14625	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : American Zurich Insurance Company</td><td>40142</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : American Zurich Insurance Company	40142	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 22FL0951025282

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ OTHER \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	WC 12-73-357-02	06/01/2022	06/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
			Location Coverage Period:	06/01/2022	06/01/2023	Client# 07357072-GA

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:
WASTE WATER SYSTEMS INC
9411 TAILS CREEK ROAD
ELLIJAY, GA 30540

CERTIFICATE HOLDER**CANCELLATION**

Waste Water Systems Inc 9411 Tails Creek Road Ellijay, GA 30540	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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