



APPROVED

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
August 19, 2019

Action Item # V. - 22.

From:
Donald Dixon

Utilities - Biosolids Operations Contract for Wastewater
Treatment Plants Bio-Green Services, Inc.

Issue/Action Requested:

Request that the Board of Commissioners approve and award, in the amount of approximately \$375,000 per year, the contract biosolids operations for the Brunswick County Wastewater Treatment Plants to Bio-Green Services, Inc.

Background/Purpose of Request:

Brunswick County submitted a Request for Proposals to companies that have the capability to provide wastewater biosolids hauling and disposal. The county generates approximately 8.2 million gallons of wastewater biosolids yearly. The county is permitted by the North Carolina Department of Environmental Quality (NC DEQ) for land application of the wastewater biosolids on local farmlands. The farmers utilize the biosolids as a supplemental source of fertilizer for their crops. Brunswick County Public Utilities is also developing its own land application program for distribution of biosolids on county-owned land.

The county provided proposals to seven (7) firms and received proposals from two (2) firms. Bio-Green Services, Inc., submitted the lowest bid and demonstrated the ability to meet the scheduling requirements required by the county for the contract wastewater biosolids operations. The price for each type of biosolids generated at the county's five (5) wastewater treatment plants is as follows:

\$0.045 per gallon for Class "A" Biosolids

\$0.049 per gallon for Class "B" Biosolids

Bio-Green Services, Inc., indicated that 15% of the bid was attributable to the price of fuel.

County staff recommends that the Board of Commissioners award the contract wastewater biosolids operations for the county's wastewater treatment plants to Bio-Green Services, Inc. Based upon previous years biosolids operations the average annual compensation for this service will be approximately \$375,000.

Fiscal Impact:

Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Funds available in the current budget

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners approve and award, in the amount of approximately \$375,000

per year, the contract biosolids operations for the Brunswick County Wastewater Treatment Plants to Bio-Green Services, Inc.

ATTACHMENTS:

Description

- ▣ Utilities - Bio-Green Services Agreement - Attach 1

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 Bio-Green Services, Inc., (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 AND TERMINATION

The term of this Agreement begins on 08/19/2019 (the “Effective Date”) and continues in effect until 07/31/2022, unless sooner terminated as provided herein. The 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 the County to make payments under this Agreement for a given fiscal year, the 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, the County will promptly notify the 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 the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

4. COMPENSATION

The 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, the 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, the 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 the 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 the 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 the Provider is responsible for all income taxes and social security payments thereon.

6. PROVIDER REPRESENTATIONS

- a. 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;
- b. Provider has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- c. 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;

- d. 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;
- e. Provider shall not violate any agreement with any third party by entering into or performing the Services under this Agreement;
- f. Provider will perform all Services in conformity with the specifications and requirements of this Agreement;
- g. 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);
- h. 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;
- i. 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
- j. Provider shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by the County with respect to rules, regulations, policies and security procedures applicable to work on the 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 the 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 the 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 the 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. § 147-86.81.

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

- a. **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, the 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 the County's cost of obtaining or performing the Services exceed the amount due Provider, collect the amount due from Provider.
- b. **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.
- c. **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.
- d. **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.
- e. **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 the 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. NON-DISCRIMINATION IN EMPLOYMENT

Provider shall not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Provider shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Provider is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by County, and Provider may be declared ineligible for further County agreements.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. NOTICES

- a. **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.
- b. **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.
- c. **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

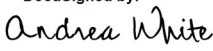
- ii. For the Provider: Bio-Green Services, Inc.
383 Potts Road
Advance, NC 27006


32. 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 § 66-358.1 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

DocuSigned by:

 Clerk to the Board

DocuSigned by:

 By: Frank Williams
 Chairman

[SEAL]

BIO-GREEN SERVICES, INC.

DocuSigned by:

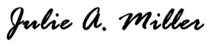
 By: Sherrill Gambill

Printed Name: Sherrill Gambill

Title: President

Date: 8/8/2019

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

DocuSigned by:

 Julie A. Miller, Finance Director
 Brunswick County, North Carolina

APPROVED AS TO FORM


DocuSigned by:

 Robert V. Shaver, Jr., County Attorney /
 Bryan W. Batton, Assistant County Attorney

EXHIBIT “A”

SCOPE OF SERVICES/PROPOSAL FORM

Scope of Services

Provider shall be responsible for the removal of wastewater biosolids at the facilities designated below, and Provider shall transport the wastewater biosolids to currently permitted NC DWR land application sites (WQ0034468 for Class “A” and WQ0034513 for Class “B”). The County is the permitted entity for all current application sites. The County will supply the Provider with contact information for each landowner and available acreages for each site. It will be the Provider’s responsibility to establish an agreement with each individual landowner prior to disposal. If the Provider is unable to reach an agreement with the landowner to dispose of biosolids it will be the Provider’s responsibility to secure (at its sole cost and expense) equal capacity (acres) as to continue operations at currently permitted tonnages. Provider is solely responsible for ensuring that land application methods and land application rates are in conformance with applicable NC DWR Permits and Regulations. Provider shall also be responsible for supplying both the Operator in Responsible Charge (ORC) and Back-Up ORC for all disposal operations.

Should Provider wish to comingle biosolids from the various facilities, documentation from DWR will be required before proceeding. The County will be responsible for performing the required TCLP/RCI on the wastewater biosolids from each facility. Copies of the results will be provided to Provider.

Provider shall provide County a 72-hour response time from notification of anticipated biosolids removal. This would entail having equipment on-site and proceeding with stabilization (if necessary) and or removal of biosolids within 72 hours of notification by County personnel. The 72-hour notification is only during the normal work week of Monday through Friday. Any weekend work will be defined as an emergency and must be mutually agreed upon by both parties.

Provider shall be responsible for all equipment and chemicals needed to stabilize Class “B” biosolids for transportation and disposal in conformance with NC DWR regulations. If Provider elects to stabilize Class “A” biosolids, Provider shall also be responsible for all equipment and chemicals necessary to stabilize the biosolids.

Both the Northeast Brunswick Regional and West Brunswick Regional Facilities utilize the Auto Thermal Thermophilic Aerobic Digestion (ATAD) as a means for stabilization. Mechanical dewatering (if utilized) may be more complex than with traditional aerobically digested biosolids.

Provider shall provide a plan of contingency capabilities. In the event of natural disasters, emergency operations, etc., Provider shall provide a list of alternative removal capabilities in the event land application sites are unusable. This should include ability to dewater, press, etc., as to keep the wastewater treatment plants operating within DWR requirements.

Provider must provide a monthly report of biosolids removed from each facility. It will be the Provider’s responsibility to contact appropriate plant personnel (Superintendent or Chief Operators) to confirm biosolids volumes leaving each site. A daily logbook must be maintained at each site for County and Provider personnel to utilize. County personnel will assist Provider in the administration of laboratory testing for pH control (if needed). County will provide Provider laboratory data of biosolids analysis prior to first removal; additional sampling to meet Class A criteria (if applicable) will also be provided.

The method of calculating the volume of gallons hauled from a plant shall be either a calibrated meter on the discharge line from the biosolids holding tank or volume removed from the tank. A determination of

the tank volume (based upon dimensions) will be agreed upon prior to first haul. If using the volume method, the initial volume in tank and post haul volume readings will be recorded and verified by both owner and Provider. It will be Provider's responsibility to ensure appropriate plant personnel verify these readings. Billing will be made directly from the volumes determined to have been removed.

Provider shall be required to perform its duties within normal plant operational hours. These hours are 7:00 a.m. - 3:30 p.m. Monday-Friday. Arrangements may be made to haul outside of normal business hours by approval of the Wastewater Superintendent. In the event of an emergency, plant personnel will be made available to assist Provider with access to each site. An emergency would be deemed only after contact and agreement with the Wastewater Superintendent or Chief Operator of the respective facility. Provider will not be allowed on-site without a County personnel escort.

Provider shall be responsible for any fines imposed by DWR related to improper operation of its equipment. Provider shall also be responsible for clean-up of any associated liquid spill, bag/trash removal, and general policing of area after biosolids removal. The County reserves the right to seek services of another provider if the above performance measures are not met. Brunswick County will only pay costs that have been agreed upon in this Agreement.

County Wastewater Treatment Facilities (WWTFs)

Northeast Brunswick Regional (NC0086819) - Located in the town of Navassa and has an annual biosolids production rate of approximately 1.3 MGY of Class A material. There is also an associated Class B permit for the facility. The biosolids storage capacity at this facility is approximately 670K gallons and can be pumped out via a jet transfer pump.

West Brunswick Regional (WQ0023693) - Located in Supply and has an annual biosolids production rate of approximately 3.0 MGY of Class A biosolids. There is also an associated Class B permit for the facility. The biosolids storage capacity at this facility is approximately 450K gallons and can be pumped out via a jet transfer pump.

Carolina Shores (NC00044873) - Located in the town of Carolina Shores and has an annual biosolids production rate of approximately .550 MGY of Class B material. The biosolids storage capacity at this facility is approximately 72K gallons. Biosolids removal is achieved by both gravity and vacuum removal.

Sea Trail (WQ0012748) - Located near the town of Sunset Beach and has an annual biosolids production rate of approximately .385 MGY of Class B material. The biosolids storage capacity at this facility is approximately 55K gallons. Biosolids removal is achieved by both gravity and vacuum removal.

Ocean Isle Beach (WQ0006085) - Located in the town of Ocean Isle Beach and has an annual biosolids production rate of approximately .450 MGY of Class B material. The biosolids storage capacity at this facility is approximately 420K gallons. Biosolids removal is achieved by either in-basin pumps or vacuum removal.

BRUNSWICK COUNTY PUBLIC UTILITIES

OPERATIONS CENTER

250 GREY WATER ROAD NE
SUPPLY, NORTH CAROLINA 28462

MAILING ADDRESS
P. O. Box 249
BOLIVIA, NORTH CAROLINA 28422

TELEPHONE
(910) 253-2657
FAX
(910) 253-4305

COUNTY OF BRUNSWICK, NORTH CAROLINA PROPOSAL FORM CONTRACT BIOSOLIDS OPERATIONS FOR WASTEWATER TREATMENT PLANTS

#1: Removal and Disposal of Class "A" Biosolids \$ 0.045 per gallon

#2: Removal and Disposal of Class "B" Biosolids \$ 0.049 per gallon

% of Bid Price Attributable to Fuel 15 %

The base fuel price will be established by the Energy Information Administration Diesel Fuel Price for the East Coast of the United States for the week of July 22-26, 2019. This information will be available at the following Web page address: <http://www.eia.doe.gov/>

The County will adjust the fuel component of the bid for biosolids disposal by the percentage change in the price for diesel fuel. See ATTACHMENT A of the Specifications for sample calculations.

The terms of this contract will be through July 31, 2022. This contract may be renewed upon mutual agreement by both parties on an annual basis following the initial contract period.

COMPANY NAME, ADDRESS, TELEPHONE: Bio-Green Services, Inc.

383 Potts Rd Advance NC 27006


AUTHORIZED SIGNATURE

Sherrill Gambill, President
PRINTED NAME OF ABOVE & TITLE

7/28/19
DATE



End
Of
Original

NORTH CAROLINA

SERVICES AGREEMENT

BRUNSWICK COUNTY

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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 AND TERMINATION

The term of this Agreement begins on 08/19/2019 (the “Effective Date”) and continues in effect until 07/31/2022, unless sooner terminated as provided herein. The 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 the County to make payments under this Agreement for a given fiscal year, the 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, the County will promptly notify the 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 the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

4. COMPENSATION

The 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, the 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, the 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 the 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 the 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 the Provider is responsible for all income taxes and social security payments thereon.

6. PROVIDER REPRESENTATIONS

- a. 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;
- b. Provider has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- c. 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;

- d. 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;
- e. Provider shall not violate any agreement with any third party by entering into or performing the Services under this Agreement;
- f. Provider will perform all Services in conformity with the specifications and requirements of this Agreement;
- g. 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);
- h. 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;
- i. 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
- j. Provider shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by the County with respect to rules, regulations, policies and security procedures applicable to work on the 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 the 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 the 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 the 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. § 147-86.81.

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

- a. **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, the 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 the County's cost of obtaining or performing the Services exceed the amount due Provider, collect the amount due from Provider.
- b. **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.
- c. **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.
- d. **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.
- e. **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 the 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. NON-DISCRIMINATION IN EMPLOYMENT

Provider shall not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Provider shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Provider is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by County, and Provider may be declared ineligible for further County agreements.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. NOTICES

- a. **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.
- b. **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.
- c. **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: Bio-Green Services, Inc.
383 Potts Road
Advance, NC 27006

32. 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. § 66-358.1 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

By: _____

Frank Williams
Chairman

[SEAL]

BIO-GREEN SERVICES, INC.

DocuSigned by:
By: Sherrill Gambill
2489751C712347E...

Printed Name: Sherrill Gambill

Title: President

Date: 8/8/2019

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

DocuSigned by:
Julie A. Miller
02299718C91D4B2...
Julie A. Miller, Finance Director
Brunswick County, North Carolina

APPROVED AS TO FORM

DocuSigned by:
Robert V. Shaver, Jr.
E3876116E17494A8...
Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Assistant County Attorney

EXHIBIT “A” SCOPE OF SERVICES/PROPOSAL FORM

Scope of Services

Provider shall be responsible for the removal of wastewater biosolids at the facilities designated below, and Provider shall transport the wastewater biosolids to currently permitted NC DWR land application sites (WQ0034468 for Class “A” and WQ0034513 for Class “B”). The County is the permitted entity for all current application sites. The County will supply the Provider with contact information for each landowner and available acreages for each site. It will be the Provider’s responsibility to establish an agreement with each individual landowner prior to disposal. If the Provider is unable to reach an agreement with the landowner to dispose of biosolids it will be the Provider’s responsibility to secure (at its sole cost and expense) equal capacity (acres) as to continue operations at currently permitted tonnages. Provider is solely responsible for ensuring that land application methods and land application rates are in conformance with applicable NC DWR Permits and Regulations. Provider shall also be responsible for supplying both the Operator in Responsible Charge (ORC) and Back-Up ORC for all disposal operations.

Should Provider wish to comingle biosolids from the various facilities, documentation from DWR will be required before proceeding. The County will be responsible for performing the required TCLP/RCI on the wastewater biosolids from each facility. Copies of the results will be provided to Provider.

Provider shall provide County a 72-hour response time from notification of anticipated biosolids removal. This would entail having equipment on-site and proceeding with stabilization (if necessary) and or removal of biosolids within 72 hours of notification by County personnel. The 72-hour notification is only during the normal work week of Monday through Friday. Any weekend work will be defined as an emergency and must be mutually agreed upon by both parties.

Provider shall be responsible for all equipment and chemicals needed to stabilize Class “B” biosolids for transportation and disposal in conformance with NC DWR regulations. If Provider elects to stabilize Class “A” biosolids, Provider shall also be responsible for all equipment and chemicals necessary to stabilize the biosolids.

Both the Northeast Brunswick Regional and West Brunswick Regional Facilities utilize the Auto Thermal Thermophilic Aerobic Digestion (ATAD) as a means for stabilization. Mechanical dewatering (if utilized) may be more complex than with traditional aerobically digested biosolids.

Provider shall provide a plan of contingency capabilities. In the event of natural disasters, emergency operations, etc., Provider shall provide a list of alternative removal capabilities in the event land application sites are unusable. This should include ability to dewater, press, etc., as to keep the wastewater treatment plants operating within DWR requirements.

Provider must provide a monthly report of biosolids removed from each facility. It will be the Provider’s responsibility to contact appropriate plant personnel (Superintendent or Chief Operators) to confirm biosolids volumes leaving each site. A daily logbook must be maintained at each site for County and Provider personnel to utilize. County personnel will assist Provider in the administration of laboratory testing for pH control (if needed). County will provide Provider laboratory data of biosolids analysis prior to first removal; additional sampling to meet Class A criteria (if applicable) will also be provided.

The method of calculating the volume of gallons hauled from a plant shall be either a calibrated meter on the discharge line from the biosolids holding tank or volume removed from the tank. A determination of

the tank volume (based upon dimensions) will be agreed upon prior to first haul. If using the volume method, the initial volume in tank and post haul volume readings will be recorded and verified by both owner and Provider. It will be Provider's responsibility to ensure appropriate plant personnel verify these readings. Billing will be made directly from the volumes determined to have been removed.

Provider shall be required to perform its duties within normal plant operational hours. These hours are 7:00 a.m. - 3:30 p.m. Monday-Friday. Arrangements may be made to haul outside of normal business hours by approval of the Wastewater Superintendent. In the event of an emergency, plant personnel will be made available to assist Provider with access to each site. An emergency would be deemed only after contact and agreement with the Wastewater Superintendent or Chief Operator of the respective facility. Provider will not be allowed on-site without a County personnel escort.

Provider shall be responsible for any fines imposed by DWR related to improper operation of its equipment. Provider shall also be responsible for clean-up of any associated liquid spill, bag/trash removal, and general policing of area after biosolids removal. The County reserves the right to seek services of another provider if the above performance measures are not met. Brunswick County will only pay costs that have been agreed upon in this Agreement.

County Wastewater Treatment Facilities (WWTFs)

Northeast Brunswick Regional (NC0086819) - Located in the town of Navassa and has an annual biosolids production rate of approximately 1.3 MGY of Class A material. There is also an associated Class B permit for the facility. The biosolids storage capacity at this facility is approximately 670K gallons and can be pumped out via a jet transfer pump.

West Brunswick Regional (WQ0023693) - Located in Supply and has an annual biosolids production rate of approximately 3.0 MGY of Class A biosolids. There is also an associated Class B permit for the facility. The biosolids storage capacity at this facility is approximately 450K gallons and can be pumped out via a jet transfer pump.

Carolina Shores (NC00044873) - Located in the town of Carolina Shores and has an annual biosolids production rate of approximately .550 MGY of Class B material. The biosolids storage capacity at this facility is approximately 72K gallons. Biosolids removal is achieved by both gravity and vacuum removal.

Sea Trail (WQ0012748) - Located near the town of Sunset Beach and has an annual biosolids production rate of approximately .385 MGY of Class B material. The biosolids storage capacity at this facility is approximately 55K gallons. Biosolids removal is achieved by both gravity and vacuum removal.

Ocean Isle Beach (WQ0006085) - Located in the town of Ocean Isle Beach and has an annual biosolids production rate of approximately .450 MGY of Class B material. The biosolids storage capacity at this facility is approximately 420K gallons. Biosolids removal is achieved by either in-basin pumps or vacuum removal.

BRUNSWICK COUNTY PUBLIC UTILITIES
OPERATIONS CENTER250 GREY WATER ROAD NE
SUPPLY, NORTH CAROLINA 28462MAILING ADDRESS
P. O. Box 249
BOLIVIA, NORTH CAROLINA 28422TELEPHONE
(910) 253-2657
FAX
(910) 253-4305**COUNTY OF BRUNSWICK, NORTH CAROLINA**
PROPOSAL FORM
CONTRACT BIOSOLIDS OPERATIONS FOR WASTEWATER TREATMENT PLANTS#1: Removal and Disposal of Class "A" Biosolids \$ 0.045 per gallon#2: Removal and Disposal of Class "B" Biosolids \$ 0.049 per gallon% of Bid Price Attributable to Fuel 15 %

The base fuel price will be established by the Energy Information Administration Diesel Fuel Price for the East Coast of the United States for the week of July 22-26, 2019. This information will be available at the following Web page address: <http://www.eia.doe.gov/>

The County will adjust the fuel component of the bid for biosolids disposal by the percentage change in the price for diesel fuel. See ATTACHMENT A of the Specifications for sample calculations.

The terms of this contract will be through July 31, 2022. This contract may be renewed upon mutual agreement by both parties on an annual basis following the initial contract period.

COMPANY NAME, ADDRESS, TELEPHONE: Bio-Green Services, Inc.383 Potts Rd Advance NC 27006

AUTHORIZED SIGNATURESherrill Gambill, President

PRINTED NAME OF ABOVE & TITLE7/28/19

DATE