

Onslow Water & Sewer Authority
Board of Directors' Regular Meeting Jacksonville City Hall
Thursday, September 19, 2024
APPROVED MINUTES

CALL TO ORDER: Having a quorum, Vice Chairman Paul Conner called the meeting to order at 6:00 pm. Board members present included Vice Chairman Paul Conner, Secretary/Treasurer Richard Grant, and Directors Timothy Foster, Greg Hines and Robert Warden. Absent was Chairman Royce Bennett, Directors Jerry Bittner and John Davis.

PLEDGE OF ALLEGIANCE: Vice Chairman Paul Conner led the Board and audience in the Pledge of Allegiance.

INVOCATION: Director Tim Foster provided the invocation.

CHAIRMAN'S REMARKS –Vice Chairman Paul Conner provided general guidance to the audience regarding the meeting.

1. APPROVAL OF AGENDA – Secretary/Treasurer Richard Grant made a motion to amend the agenda to add Business Item F Infrastructure Discussion. Director Timothy Foster made a second. All were in favor. The agenda was approved as amended adding Business Item F Infrastructure Discussion.

2. APPROVAL OF CONSENT AGENDA

[A COPY OF THE 2025 PROPOSED SCHEDULE OF REGULAR MEETINGS, SAMPLE MASTER AGREEMENT FOR CONSULTING SERVICES, AND ASSIGNMENT OF CONTRACTS MAY BE FOUND AT EXHIBIT A, AND ARE FULLY INCORPORATED HEREIN BY REFERENCE]

A motion was made by Director Timothy Foster to approve the consent agenda as presented. A second was made by Director Robert Warden. The motion passed unanimously. Therefore, the July & August 2024 Finance Reports and June & July 2024 Operations Reports were accepted as presented, the June 12, 2024 Special Meeting Minutes, June 20, 2024 Regular Meeting Minutes, and August 1, 2024 Special Meeting Minutes were approved as presented, the 2025 Schedule of Board of Directors Meetings was adopted as presented, the Motion to Write-off Uncollectable Accounts in the amount of \$65,512.11 was approved, the One-year contract extension of the Master Agreements for Consulting Services with Groundwater Management Associates, Inc., McKim & Creed, Inc., W.K. Dickson & Co, LLC, Highfill Infrastructure Engineering, P.C., WithersRavenel, Inc., and The Wooten Company was approved and the CEO was authorized to execute these contract extensions and any additional documents as required in connection with this action, the motion to approve the assignment of Contracts between Assignor, W.K. Dickson & Co., Inc. and Assignee, W.K. Dickson & Co. was approved and the CEO was authorized to sign this agreement, and any additional documents as required in connection with this action.

3. BUSINESS

A. RFB#2024-2025 1.5 Ton Crew Cab and Chassis with Utility Body and Auto Crane
[A COPY OF THE RFB#2024-2025 BID TAB MAY BE FOUND AT EXHIBIT B, AND ARE FULLY INCORPORATED HEREIN BY REFERENCE]

Vice Chairman Paul Conner called on CFO, J. Eric Adams to present the item. Mr. Adams said the item was for the purchase of one 1.5 Ton Crew Cab and Chassis with Utility Body and Auto Crane adding that the purchase was included in the budget for Collections from the lowest, responsive bidder. He said a formal request for bids was advertised in July of

2024 and three bids were received by the August 1, 2024 due date. He said the lowest, responsive bidder for the contract was National Automotive Group, Inc. from here in Jacksonville for a total of \$159,694. Mr. Adams said he is pleased to see that the vehicle came back at about \$20,000 less than similar vehicles purchased last fiscal year. Mr. Adams said the estimated delivery date is still pretty far out adding we are looking at a June 2025 timeframe for delivery.

Director Timothy Foster made a motion to award RFB#2024-2025CT to the lowest, responsive bidder, National Automotive Group, Inc. for the amount of \$159,694 and authorize the CEO to execute purchase contracts plus any other documents as may be required in connection with the action. A second was made by Director Robert Warden. All were in favor, the motion passed unanimously.

**B. Vactor 2100i Vacuum Truck and Vactor IMPACT Combination Sewer Cleaner
[A COPY OF THE BID TAB, QUOTE(2), AND OPTIONS PRICE LIST (2) MAY BE FOUND AT
EXHIBIT C, AND ARE FULLY INCORPORATED HEREIN BY REFERENCE]**

Vice Chairman Paul Conner called on J. Eric Adams, CFO, to present the item. Mr. Adams explained this item is for the purchase of two new vac trucks for Collections as well. He said a couple of options were considered and they ended up looking at the NC Sheriff's Association procurement program adding they bid out a number of equipment and service type contracts throughout the year that all local governments are allowed in the State to participate in and it allows for streamlining of the process and allows a demo and selection of the vehicle that best meets our needs. Mr. Adams said they selected Vactor IMPACT which is a non CDL 3.5 yard vac truck as well as Vactor 2100i which is a CDL required vehicle with a 12 yard capacity.

Director Greg Hines asked if this is in addition to the ones we have or is it replacing them. Mr. Adams said it is in addition to those. He said we have four vac trucks in our fleet in various conditions and age and we did receive one with the Pluris acquisition which is a 2005 vac truck so we have more than doubled that collection system and that unit has served us well but it has come with some repairs due to the age and condition.

Director Timothy Foster made a motion to approve the purchase of one Vactor IMPACT Positive Displacement Combination Sewer Cleaner and one Vactor 2100I Positive Displacement Combination Vacuum Truck utilizing the North Carolina Sheriffs Association Contract 24-08-0421R from Joe Johnson Equipment and authorize the CEO to execute purchase contracts plus any other documents as required in connection with these contracts. Secretary/Treasurer Richard Grant made a second.

Secretary/Treasurer Richard Grant said their bid has an effective date so he assumes that is the effective date of their bid so as long as we accept it within that period of time we are good. Mr. Adams replied that is correct and there is a 12-16 week delivery on those which was actually quite surprising. Secretary/Treasurer Grant said but the dates are just about signing the contract not about taking delivery. Mr. Adams said that is correct.

All were in favor, the motion passed unanimously.

**C. 2024-25 Dixon WTP Secondary Lagoon Cleaning and Liner Replacement Project
Construction Contract
[A COPY OF THE BID TAB AND RFB WITH ADDENDUMS MAY BE FOUND AT EXHIBIT D,
AND ARE FULLY INCORPORATED HEREIN BY REFERENCE]**

Vice Chairman Paul Conner called on CFO, J. Eric Adams to present the item. Mr. Adams said this item is for the Dixon Water Treatment Plant Secondary Lagoon cleaning and liner replacement. He explained we budgeted and issued a RFB last year for that lagoon to be cleaned and at that time we determined based on the advice of contractors that the liner would need to be replaced due to deterioration, so we tabled it at that time and budgeted into this current fiscal year. Mr. Adams said we issued those bids on July 30 and we did not receive the required minimum of three required bids so we readvertised it at that point and did in the end receive two bids. Mr. Adams said staff recommends entering that contract with Synagro Central LLC in the amount of \$999,753. Mr. Adams said we have used Synagro in the past for lagoon cleaning adding they completed the project at Hubert Wastewater Treatment Plant last fiscal year and we also entered into an agreement with them to do some continual type cleaning so we don't end up with three years with of accumulation in these settling basins.

Secretary/Treasurer Richard Grant made a motion to award RFP for 2024-25 Dixon WTP Secondary Lagoon Cleaning and Liner Replacement Project Construction Contract to Synagro Central LLC in the amount of \$999,753.00 and to authorize the Chief Executive Officer to execute this contract and any additional documents as required in connection with this action. A second was made by Director Timothy Foster.

Secretary/Treasurer Richard Grant asked what the second bid was. Mr. Adams said the second bid was 1.25M. Director Greg Hines said how long is it between cleanings or are you saying we are going to try to do it more closer together. Mr. Adams said our hopes are to do that continual contract to do more routine type cleaning so we don't get into a three year type accumulation which drives that cost up. Secretary/Treasurer Richard Grant asked if they post a bond. Mr. Adams replied they do.

All were in favor, the motion passed unanimously.

D. RFB #FY2025 Chemicals

[A COPY OF THE BID TAB AND AMEROCHEM BID MAY BE FOUND AT EXHIBIT E, AND ARE FULLY INCORPORATED HEREIN BY REFERENCE]

Vice Chairman Paul Conner called on J. Eric Adams, CFO, to present the item. Mr. Adams explained that the six-month chemical bids we issued two years ago were entered into as a necessity with those vendors due to the pandemic and there was a lot of price variability at the time so we entered into six month contracts to stabilize those rates because they couldn't guarantee longer term so we have continued with that for a number of our chemicals. Mr. Adams said we received back four bids in total for the RFB and Amerochem in Newbern was the low bidder on our four chemicals. He explained that previously we used multiple different contractors to source all of those chemicals so this will be much more convenient for those treatment facilities to receive from one vendor and additionally we saw a significant decrease in cost on all of the chemicals from that contract two years ago.

A motion was made by Director Timothy Foster to award RFB #FY2025Chemicals to the lowest, responsible bidders, Amerochem Corporation for the period of six months beginning September 19, 2024 with three optional renewals and authorize the CEO to execute purchase contracts plus any other documents as may be required in connection with these purchase contracts. A second was made by Director Greg Hines. All were in favor, the motion passed unanimously.

E. Lead Service Line Project

[A COPY OF THE RESOLUTION OF ACCEPTANCE, OFFER ACCEPTANCE, AND PROJECT ORDINANCE WITH BUDGET AMENDMENT MAY BE FOUND AT EXHIBIT F, AND ARE FULLY INCORPORATED HEREIN BY REFERENCE]

Vice Chairman Paul Conner called on J. Eric Adams, CFO, to present the items. Mr. Adams said almost a year ago to the day the Board approved a Resolution to Apply for the Drinking Water State Revolving Fund low interest loan for the Lead Service Inventory. He said on August 22nd we received the Funding Offer from DWI for the \$1,000,000 Loan with 60% of which will be forgiven and a 40% or the remaining \$400,000 on a six-month term 0% loan. Mr. Adams explained that ONWASA began the Lead Service Inventory in 2020 and to date has not identified any lead within our service system however it is the State requirement coming up next month to have that inventory completed.

Director Timothy Foster made a motion to approve the Resolution to Accept the Drinking Water State Revolving Fund Lead Service Line Replacement loan offer, and authorize the CEO to execute the Funding Offer and Acceptance document and any additional documents necessary to complete this action. A second was made by Director Robert Warden. All were in favor, the motion carried unanimously.

F. Infrastructure Discussion

Secretary/Treasurer Richard Grant explained what he is seeing in his Town is leaks and lots of things with growth. He said he spoke with Franky about it and explained in a previous life we use to identify a certain part of our budget to replace existing pipes and things like that and set something up on a reoccurring basis. He shared the example of when he had his irrigation meter installed recently. Director Grant said when they came out to put it in it should have been a routine thing but once the soil was disturbed there was leaks. He went on to say there were crews with three trucks for a day plus. He said we have been focusing a lot on growth but we have had a number of water issues and the sewer leak previously explained. He said he believes if we can find where the system is weak a lot of the work would pay for itself because of reducing loss. He went on to say we need to give a lot of thought to how we are going to take care of the existing system not just growth.

Director Greg Hines asked what the life expectancy of water lines is. He added a lot of the lines we have are from when the County owned the system. Mr. Howard said the contract for installation was 1979-80. Mr. Howard said 50 years is a good general rule. Director Grant said but doesn't it depend on the material. Vice Chairman Paul Conner suggested it would be good to have a Workshop on what the system is comprised of and in what areas. Mr. Howard added with the Town systems there are some that are from the 1930's so older than the County system. Director Foster asked what the lines from the 80's are made of. Mr. Howard replied PVC. Mr. Kitchen said the water lines on Topsail Island would be newer than the rest of the system because it had to be replaced after one of the earlier storms around 1996.

Director Robert Warden said you are saying the pipes are splitting rather than on a joint. He added you would think if it was due to increase in pressure it would be at a joint. He said he is baffled as to why the pipes are splitting length wise.

Director Timothy Foster said how do you go about inspecting or finding where this is at. He added he would think that would be a massive undertaking. Mr. Howard replied that one of the steps will be to inventory what we have. Secretary/Treasurer Grant said and you will age it, right? Director Warden added water lines are tougher with a sewer line you can put a camera in them but with water lines they are normally

smaller. Director Warden inquired about the status of the aerial surveys of lines. Mr. Howard said we have done half the County with one scan, and they are working on the second scan that will help us narrow it down. Mr. Howard added at the beginning of that process we had about 200 areas of interest that they suggested we investigate further as possible leaks. Director Warden inquired are we experiencing the majority of the leaks with lines that service North Topsail. Mr. Howard said there have been quite a bit there but it is system wide. Secretary/Treasurer Richard Grant mentioned the difference in the quantity of the water we are billed for from Surf City and the quantity we bill to our customers. Mr. Howard said the last comparison did have the difference down to about 37% and we were hoping to have a lot in that area to show on the satellite imaging but there were only two areas of interest in that service area.

4. PUBLIC COMMENT

No members of the public wished to make comments.

5. CHIEF EXECUTIVE OFFICER COMMENTS

Vice Chairman Paul Conner called on CEO, Franky Howard, to provide comments. Mr. Howard asked that Mr. J. Eric Adams, CFO, join him and provide an update on the Bond Sale. Mr. Adams said we had the Bond pricing on September 12th a week ago and it went into a very stable market for municipals. He said as you will recall when we started this process in June/July just a short period ago we were looking at probably a 4.5% interest rate on this Bond. Mr. Adams shared that we had strong ordering at a little more than six times the number of orders versus bonds we had in the market with particularly high on those 20 to 30 year Bonds with 4% coupons so we were able to leverage that and get our all-in true interest cost down to 3.99 so a percent under where we were 10 months ago when we issued. Secretary/Treasurer Richard Grant asked if that was with fees and everything. Mr. Adams replied that is the all in true interest cost and we really pushed the underwriter for sub four and they did sub four. Mr. Adams said we were very happy with the outcome. Mr. Adams said we have closing on September 26th. Mr. Howard added we will have money in the bank so to speak. Mr. Adams said we will be investing those since they are construction funds, we will have the funds for the duration of the construction, and we will be placing those funds in the NC Capital Management Trust where all of our cash is currently. Director Grant said what are we currently getting there. Mr. Adams replied about 5.3%.

Mr. Howard said we officially have the Highway 24 Force Main Notice to Proceed sent out and we look forward to getting that underway. He provided an update on the Booster Station saying it is about 30 days behind but well underway. Secretary/Treasurer Grant asked for a status report to read at their next Board meeting which is the first Wednesday in October. Mr. Howard said the paperwork is complete for the AMI Project and that is underway with materials on order. He said as a reminder that will replace about a thousand meters in the Old Setters System as part of the pilot program.

6 BOARD OF DIRECTOR'S COMMENTS

Director Greg Hines expressed appreciation to the Staff in attendance adding we have some of the best employees that you can have and it is because of yall and because of our CEO. He announced that the Town of Holly Ridge has a new Mayor and new Clerk. Director Hines said he appreciates the weekly reports that Mr. Howard sends.

Secretary/Treasurer Richard Grant says he radiates the comments that the Staff is doing a good job.

Director Timothy Foster said he appreciates what everyone has been doing adding he knows everyone has been really busy for the last few weeks with the lines and it usually doesn't take place in the working hours so thanks for the work and effort.

Director Robert Warden said he dittos the comments adding he knows the breaks adds to the workload and he appreciates all of the work.

Vice Chairman Paul Conner expressed his appreciation to Staff.

Director Tim Foster made a motion to adjourn. Director Greg Hines made a second. All were in favor, the meeting adjourned at 6:41 PM.

The minutes were approved on December 19, 2024.

Onslow Water & Sewer Authority Board of Directors



A handwritten signature in black ink, appearing to read "M. Royce Bennett", written over a horizontal line.

Michael Royce Bennett, Chairman

ATTEST:

A handwritten signature in blue ink, appearing to read "Heather W. Norris", written over a horizontal line.

Heather Norris, Clerk

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2025 ONWASA BOARD OF DIRECTORS APPROVED SCHEDULE OF REGULAR MEETINGS

All Board of Directors Regular Meetings shall be held at Jacksonville City Hall, 815 New Bridge Street Jacksonville, 6:00 PM unless otherwise advertised.

Thursday, January 16, 2025

Thursday, March 20, 2025

Thursday, May 15, 2025

Thursday, June 19, 2025

Thursday, September 18, 2025

Thursday, November 20, 2025

Approved the 19th day of September 2024.

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ONSTLOW WATER AND SEWER AUTHORITY

MASTER AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT made this _____ day of _____, 2024, by and between the **ONSTLOW WATER AND SEWER AUTHORITY**, a political subdivision of the State of North Carolina, (hereinafter referred to as "OWNER") and _____ (hereinafter referred to as "CONSULTANT"), sets forth the requirements, conditions, covenants, and considerations of an Agreement to provide Consulting services. This Agreement is an overall, multi-year Master Agreement for the Owner's various Consulting projects. Individual project contracts and Scopes of Service will be executed as necessary to complete projects authorized under this Agreement.

WHEREAS, Owner intends to utilize the services of Consultants for the planning, design, and construction of multiple projects over a multi-year period; and,

WHEREAS, Owner requires certain Consultant services in connection with the projects (hereinafter referred to as "Services"); and,

WHEREAS, Consultant is prepared to provide said Services;

THEREFORE, in consideration of the mutual terms and conditions, promises and payments contained in this Agreement, Owner and Consultant agree as follows:

ARTICLE 1 - TIME FOR PERFORMANCE

1.1 The effective date of this Agreement is _____ and shall remain in effect for an initial period of three (3) years with two (2) optional one-year extensions or until terminated. Consultant shall perform the services described in individual projects as authorized under this Agreement. For each project, Owner will require a separate agreement and issue a separate Notice to Proceed. Work shall proceed according to the schedule as described in the Scope of Services for the respective individual projects. No work shall be performed by the Consultant prior to Owner's written authorization for the individual project.

ARTICLE 2 - SERVICES TO BE PERFORMED

2.1 Consultant shall perform the services described in the individual project's Scope of Services as authorized in the Agreement for the individual project. Consultant shall provide all services as set forth in the individual project Scope of Services, including the necessary, incidental and related activities, and services required and reasonably considered within the Consultant's anticipated level of effort.

2.2 Consultant and Owner acknowledge that the Scope of Services executed for each individual project does not delineate every detail and minor work task required to be performed by Consultant to complete the work authorized by the Scope of Services. If during the course of the performance of the services authorized by the Agreement for the individual project, the Consultant determines that work should be performed to complete the project which is in the Consultant's opinion is outside the level of effort

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originally anticipated, whether or not the project's Scope of Services identifies the work items, Consultant shall notify Owner's Project Manager in writing within 30 days and wait for Owner approval before proceeding with the work. If Consultant proceeds with said work without notifying Owner, said work shall be deemed to be within the original services described in the individual project's Scope of Services. Notice to the Owner's Project Manager does not constitute authorization or approval by Owner to perform the work. Performance of work by Consultant outside the original Scope of Services, without prior written Owner approval, shall not be compensated by the Owner.

- 2.3 Upon mutual written agreement, the scope of work described in the individual project's Scope of Services may be modified for any individual project or a new Scope of Services may be executed for the project. For any existing or new projects, Owner and the Consultant may negotiate additional scopes of services, compensation, time of performance and other matters related to the project. If the Owner and Consultant cannot contractually agree, Owner shall have the right to immediately terminate negotiations at no cost to Owner and to procure services from another source.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

- 3.1 Owner shall provide Consultant with available criteria and information as to Owner's requirements for the project.
- 3.2 Owner will provide access to and obtain permission for the Consultant to enter upon public or private lands as necessary for the Consultant to perform surveys, inspections, or other necessary functions.
- 3.3 Owner will respond within a reasonable time to the Consultant's requests for written decisions or determinations pertaining to the subject of the Consultant's services so as not to unduly delay the performance of those services.
- 3.4 Owner will give prompt written notice to the Consultant whenever the Owner becomes aware of any event, occurrence, condition, or circumstance, which may substantially affect the Consultant's performance of its services under this Agreement.

ARTICLE 4 - PRE-EXISTING CONTAMINATION

- 4.1 Anything herein to the contrary notwithstanding, title to, ownership of, and legal responsibility and liability for any and all pre-existing contamination shall at all times remain with Owner or Contractor. As provided in the Contract, pre-existing contamination is any hazardous or toxic substance, material, or condition present at the project site or sites concerned which were not brought onto such site or sites by Consultant.

ARTICLE 5 - COMPENSATION AND METHOD OF PAYMENT

- 5.1 Owner agrees to pay Consultant as compensation for performance of services as described in the Scope of Services for each individual project. Compensation may be established as a lump sum, unit price or as an hourly, maximum not-to-exceed amount.

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The maximum amount not-to-exceed method of compensation will utilize hourly billing rates established as part of this Agreement.

- 5.2 The total fee within an individual Scope of Services shall not be exceeded without the written approval of the Owner. Any additional professional services, related to, but not within an individual scope of work will be performed by the Consultant upon prior written request of the Owner and for an additional professional fee agreed upon in writing by the Owner and Consultant
- 5.3 Consultant shall separately invoice for services rendered each month for each individual project. Each project invoice shall reflect the percentage of work completed to date and for the invoiced month. Invoices shall provide for each period a summary of tasks completed, detailed breakdown of hours worked, hourly billing rates by each individual, and the expenses attributable to each task of the project.
- 5.4 Invoices shall include a progress report that includes tasks completed in the last billing period, tasks to be initiated in the next billing period, and a statement as to whether the project is ahead, on or behind schedule.
- 5.5 Invoices are due and payable within 30 days of receipt and approval by Owner. In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. Service charges and/or interest will not be accrued to any outstanding or overdue amounts.
- 5.6 The Owner shall assign a project name, as well as a purchase order number for each individual project under this Agreement, to facilitate internal contract administration. Each project invoice must reference the assigned name for the project and be sent directly to the Owner's project manager as assigned. Payment terms shall be the net invoice amount within 30 days. It is agreed and understood by the parties that issuance of a purchase order does not modify or supersede this Agreement or the separate Agreement for each project.
- 5.7 The hourly billing rates for this Agreement are set forth in Exhibit A to this Agreement and shall be used for maximum not-to-exceed compensation. The Consultant shall be allowed to adjust the hourly billing rates on an annual basis, as outlined in Exhibit A.
- 5.8 The reimbursable expenses for this Agreement are set forth in Exhibit A of this Agreement and shall be used for maximum amount not-to-exceed compensation.

ARTICLE 6 - RECORDS/DOCUMENTS

- 6.1 Consultant shall maintain all records, documents, notes, and financial information related to the performance of work in accordance with generally accepted accounting principles and practices and require any and all consultants and sub-consultants to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to each individual project and any expenses for which Consultant expects to be reimbursed. All books and records relative to individual projects shall be available at no cost to Owner and at all reasonable times for examination and audit by Owner and shall be kept for a period of three (3) years after completion of all work pursuant to this Agreement. Incomplete or incorrect entries

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in such books and records shall be grounds for Owner's disallowance of any fees or expenses based on such entries.

ARTICLE 7 - INSURANCE

- 7.1 During the performance of the Services under this Agreement, Consultant shall maintain at a minimum the levels of insurance shown below or higher if requested by Owner. Original certificates of such coverage shall be provided to Owner prior to the performance. The owner shall be listed as additional insured on all applicable policies. All policies must provide ten (10) days advance written notice to Owner in the event of cancellation, expiration or alteration.
- A. General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate or as otherwise specified in the addendum, whichever is greater.
 - B. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - C. Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 for each occurrence.
 - D. Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.
- 7.2 The provisions of the above Article 7 - INSURANCE shall survive the expiration or termination of this Agreement.

ARTICLE 8 - COMMUNICATIONS

- 8.1 Any communication required by this Agreement shall be made in writing as specified in the individual project Scope of Services. The Project Manager for the Owner shall be specified in the individual project Scope of Services. Nothing contained in this Article or the individual project Scope of Services shall be construed to restrict the transmission of routine communications between representatives of the Owner and Consultant.

ARTICLE 9 - CONSULTANT'S STAFF

- 9.1 Consultant shall provide the key staff identified in their proposal for an individual project Scope of Services as long as said key staff is in Consultant's employment.
- 9.2 Consultant will obtain prior written approval of Owner to change key staff members. Consultant shall provide Owner with such information as necessary to determine the suitability of proposed new key staff.
- 9.3 If Owner desires to request removal of any of Consultant's staff, Owner shall first meet with Consultant and provide reasonable justification for said removal.

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ARTICLE 10 - STANDARD OF CARE

- 10.1 Consultant shall exercise the highest degree of care and diligence in the performance of the Services as is exercised by a professional serving under similar circumstances.
- 10.2 The staff and subcontracted professionals engaged by the Consultant shall possess the experience, knowledge, and character necessary to qualify them to perform the particular duties to which they are assigned.

ARTICLE 11 - ERRORS/DEFICIENCIES AND ACCURACY OF WORK

- 11.1 Consultant shall, without additional compensation, revise any materials prepared under this Agreement, if it is determined that the Consultant is responsible for any errors or deficiencies.
- 11.2 Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and appropriate coordination of all designs, drawings, specifications, reports, and other services to be furnished under this Agreement. Owner approval of Consultant work shall not relieve the Consultant of responsibility for the adequacy of the work.

ARTICLE 12 - LIMITATIONS OF RESPONSIBILITY

- 12.1 Consultant shall not be responsible for:
- A. Construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with individual projects;
 - B. The failure of any contractor, subcontractor, vendor, or other participant, not under contract to Consultant, to fulfill contractual responsibilities to Owner or to comply or with federal, state, or local laws, regulations, and codes;
 - C. Procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Consultant in a Scope of Services.
- 12.2 Consultant's opinions of probable cost for the construction portion of a project are made on the basis of the Consultant's best judgment and do not guarantee that actual costs will not vary from the estimate. In the event that the construction bids exceed the Consultant's opinion of probable cost, the following services shall be performed at no additional cost to the Owner:
- A. All in-scope redesign/project modification services required to bring the project construction cost back to within 110% or less of the construction cost estimate without contingency. This does not include services associated with a major change in project scope of work as directed by the Owner. Should such a major change occur in project scope, the Consultant's fee shall be renegotiated.
 - B. Services shall include assistance with re-bidding of the project as required to

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bring its cost within the approved project budget; or

- C. The Owner may decide to abandon the project. Termination of the project shall be without any additional cost to the Owner. The Owner shall be entitled to pursue any remedies it may have at law.

ARTICLE 13 - LIABILITY AND INDEMNIFICATION

- 13.1 To the fullest extent permitted by laws and regulations, Consultant shall indemnify and hold harmless the Owner and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action) arising out of or resulting from Consultant's negligence, gross negligence, recklessness, or intentional acts in the performance of this Agreement or the negligence, gross negligence, recklessness, or intentional acts of its officials, employees, or contractors under this Agreement or under contracts entered into by the Consultant in connection with this Agreement.
- 13.2 Upon completion of all services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

- 14.1 Except as otherwise provided herein, documents and reports prepared by Consultant as part of the Scope of Services shall become the property of Owner upon payment for same. All finished or unfinished documents, data studies, design calculations, surveys, drawings, maps, models, photographs reports, etc. prepared or provided by Consultant in connection with this Agreement shall become the property of the Owner, whether the projects are completed or not, and shall be delivered by Consultant to the Owner within ten (10) days after receipt of written notice and upon payment for same. Consultant shall retain its rights to its specifications, databases, computer, software and other proprietary property. Any use by Consultant of intellectual property owned by Owner is authorized solely for the Owner's projects.

ARTICLE 15 -TERMINATION

- 15.1 This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.
- 15.2 Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Consultant. Consultant shall terminate or suspend performance of the services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Consultant for all the Services performed to date. No termination or suspension expenses shall be paid by Owner.

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ARTICLE 16 - DELAY IN PERFORMANCE

16.1 Neither Owner nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include:

Hurricanes, floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, and other labor disturbances; sabotage; judicial restraint; and the inability to procure permits, licenses, or authorizations from any local, state, or federal agency for which such permits have been properly applied for in accordance with the project schedule specified under each individual project or any of the supplies, materials, accesses, or services required to be provided by either Owner or Consultant under this Agreement.

16.2 Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 17 - SEVERABILITY

17.1 Any provisions or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Owner and Consultant

ARTICLE 18 - SUCCESSORS AND ASSIGNS

18.1 Owner and Consultant each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

18.2 Neither Owner nor Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Consultant from employing independent consultants, associates, and subcontractors to assist in the performance of the Services. Consultant will not employ subcontractors for the performance of the Services without the prior written approval of Owner, which approval shall not be unreasonably withheld. Consultant shall have the right to assign duties to any of Consultant's related or affiliated companies.

ARTICLE 19 - MISCELLANEOUS

19.1 Precedence of Documents: In all cases where a conflict may exist between the

EXHIBIT A

individual project scope of work and any other document, it shall be resolved in favor of the individual project scope of work as determined by the Owner.

- 19.2 Interpretation: The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section unless the reference is made to a particular subsection or subparagraph of such Section or Article.
- 19.3 Non-Discrimination Clause: The Consultant shall not discriminate against any person on the grounds of race, color, national origin, sex, age, or handicap in administration of this Agreement. Nor shall any person be excluded from participation in, or be denied the benefits of any project designed under this Agreement on the grounds of race, color, national origin, sex, age, or handicap.
- 19.4 Minority and Female Business Enterprise: Owner encourages participation from Minority and Women Business Enterprise (MWBE) And NC Certified HUB Vendors.
- 19.5 The bankruptcy of the Consultant shall not terminate this contract until such time that it is specifically rejected by the Trustee or Consultant in bankruptcy. During the election period, the Consultant has to assume or reject this contract, the Consultant shall continue to perform Services as set forth in the individual project Scope(s) of Service.
- 19.6 In the event the Consultant in Bankruptcy assumes the Contract; the Consultant shall apply progress payments to all of its unpaid obligations on this project before using any of these monies for either administrative expense of the bankruptcy or as general assets of the estate.
- 19.7 Interest of Members, Officers, or Employees of the Consultant. No member, officer, or employee of the Consultant, or its agents who exercises any functions or responsibilities with respect to the project(s) during his tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any construction contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project. Immediate family members of said members, officers, employees and officials are similarly barred from having any financial interest in the project.
- 19.8 The consultant shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
- 19.9 Except as otherwise required or provided in the Scope of Services, Consultant will not meet or confer with any member of any federal, state or local regulatory agency concerning the services without obtaining the prior consent of Owner.

EXHIBIT A

ARTICLE 20 - THIRD PARTY RIGHTS

20.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Consultant.

ARTICLE 21 - WAIVER

21.1 No waiver by either Owner or Consultant of any breach of this Agreement shall be of any effect unless it is written and signed by the waiving party. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 22 - GOVERNING LAW

22.1 This Agreement shall be governed by the law of the State of North Carolina. All actions relating in any way to this Agreement shall be brought in the General Court of Justice in the County of Onslow and the State of North Carolina.

ARTICLE 23 - DISPUTE RESOLUTION PROCEDURE

23.1 If a dispute arises out of or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association under its Construction Industry Mediation Procedures before resorting to litigation. If a party fails to respond to a written request for mediation within 30 days after service or fails to participate in any scheduled mediation conference, that party shall be deemed to have waived its right to mediate the issue in dispute. Any written request for mediation shall be made within 20 days from the date the dispute arose. Failure to make a written request for mediation within said 20 days shall be deemed a waiver of its right to mediate the issue in dispute.

23.2 The mediation session shall be private and shall be held in Onslow County, North Carolina.

23.3 If as a result of mediation, a voluntary settlement is reached and the parties to the dispute agree that such settlement shall be reduced to writing, the Mediator shall be deemed appointed and constituted an arbitrator for the sole purpose of signing the mediated settlement agreement. Such agreement shall be, and shall have the same force and effect as an arbitration award, and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

23.4 If the disputed issue cannot be resolved in mediation or either party disagrees with the results of the mediation; the parties may seek resolution in the General Court of Justice in the County of Onslow and the State of North Carolina. If a party fails to comply in strict accordance with the requirements of this Article, the non-complying party specifically waives all of its rights provided hereunder, including its rights and remedies under State law.

EXHIBIT A

ARTICLE 24 – E-VERIFY

24.1 Consultant must complete and return with their Agreement, the attached E-Verify Affidavit (Exhibit B).

ARTICLE 25 - ENTIRE AGREEMENT

25.1 This Agreement and Exhibit A represent the entire understanding between the Owner and the Consultant and shall supersede all prior and communications, representations, understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

EXHIBIT A

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be signed in its name by its authorized representatives and their seals to be hereto affixed, acting under and by virtue of the authority in them vested, have hereunto set their hands and seals, the day and year first written above.

(NAME OF CONSULTANT FIRM HERE)

ATTEST:

By: _____ Date: _____
NAME
Title

Secretary

(CORPORATE SEAL)

ON SLOW WATER AND SEWER AUTHORITY

ATTEST:

By: _____ Date: _____
Franky J. Howard
Chief Executive Officer

Heather Norris
Clerk to the Board

(CORPORATE SEAL)

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____ Date: _____
J. Eric Adams
Chief Financial Officer

EXHIBIT A

ASSIGNMENT OF CONTRACTS

THIS ASSIGNMENT OF CONTRACTS (this “*Assignment*”) is entered into effective September 19, 2024, by **W.K. Dickson & Co., Inc.**, a North Carolina corporation (“*Assignor*”), and **W.K. Dickson & Co., LLC**, a North Carolina limited liability company (“*Assignee*”).

RECITALS

Assignor has previously entered into a Master Agreement for Consulting Services and various Task Orders (the “*Agreements*”) with the Onslow Water and Sewer Authority. Under the Master Agreement for Consulting Services, Assignor is required to have approval by the Onslow Water and Sewer Authority prior to any assignment of its rights under the Agreements. The Agreements are identified on *Schedule 1* attached hereto. In consideration of these Recitals and on the terms and conditions described below, the parties agree:

1. ASSIGNMENT. Subject to all necessary consents which may need to be obtained as a condition of assignment, Assignor assigns all of its rights and obligations under the Agreements to Assignee, and Assignee accepts that assignment.

2. OBLIGATIONS UNDER THE ASSIGNED CONTRACTS.

2.1. Assignee Obligations. Assignee assumes and agrees to perform all terms, covenants, and obligations applicable to Assignor under the Agreements accruing or due to be performed on and after the date of this agreement.

2.2. Assignor Obligations. Assignor shall remain liable for and shall ensure performance of all terms, covenants, and obligations applicable to it under the Agreements notwithstanding this agreement.

3. REPRESENTATIONS. Each party represents that it has the right, power, and authority to enter into this Assignment; each person executing this Assignment on its behalf is authorized to do so; and this Assignment constitutes its valid and legally binding obligation, enforceable as against it in accordance with its terms.

4. LAW GOVERNING. This Assignment shall be governed and controlled by the laws of the State of North Carolina.

[Signatures on Next Page]

EXHIBIT A

IN WITNESS WHEREOF, the undersigned have executed and delivered this Assignment as of the date first above written.

ASSIGNOR:

W.K. Dickson & Co., Inc.,

By: 
Name/Title: David L. Pond, CEO

ASSIGNEE:

W.K. Dickson & Co., LLC,

By: 
Name/Title: Scott H. Whalen
South Region Operations Director

CONSENTED TO:

Onslow Water and Sewer Authority

By: _____
Franky Howard, CEO

EXHIBIT A

SCHEDULE 1

Master Agreement for Consulting Services, dated 10/14/2021.

Task Order, dated 12/22/2022.

EXHIBIT A

SCHEDULE 1.1(a)(vi) List of Assumed Contracts

EXHIBIT B

ONWASA 1.5 Ton Truck with Crane (1)	
#2024-2025CT	
Bid Opening 8/1/24 @ 2:00 pm	
Bidder	Total
Piedmont Truck Center	\$160,142.00
Team Dodge Ram	\$160,857.50
National Dodge	\$159,694.00

Present: JEA
Eric Adams
Matthew Padgett MP

Bid Award**Contract:** 24-08-0421R, Heavy Equipment**Group:** Combination Jet Vacuum Rodding Machines**Item:** 824, Vactor, Impact PD, 15" Vacuum, 3 yard Debris, 500 Gal water, Combo Mounted on a Single Axle Chassis, 2100C-3**Description:** Manufacturer`s standard base unit specifications and current model year for the model/model number listed. The required minimum 6% discount off MSRP is to be included in the listed base price field.**Model Upgrade/Downgrade:** Some models may be listed within the option sheet as they may be considered to be an upgrade/downgrade to the base model listed. Please contact awarded vendor for additional information regarding these models.

Zone	Vendor	Price	Percent (Taken off MSRP for base price)	Percent (Taken off MSRP for options)	Build File	Options File
Nationwide	JOE JOHNSON EQUIPMENT	\$349,084.31	6.00%	6.00%	Build	Options

EXHIBIT C

2100i Price Reference Sheet 3-4-2024

Sales Code	Description	List Price
2105i -15	2100i PD - 15" Vacuum - 5 yrd Debris - Combo	298,561
2105i -15 -CB	2100i PD - 15" Vacuum -5 yrd Debris - Catch Basin	247,772
2105i -16	2100i PD - 16" Vacuum -5 yrd Debris - Combo	301,956
2105i -16 -CB	2100i PD - 16" Vacuum -5 yrd Debris - Catch Basin	251,268
2105i -18	2100i PD - 18" Vacuum -5 yrd Debris - Combo	310,210
2105i -18 -CB	2100i PD - 18" Vacuum -5 yrd Debris - Catch Basin	259,766
2105i -SE1	2100i Single EngineFan - Single Stage -5 yrd Debris - Combo	296,811
2105i -SE1 -CB	2100i Single EngineFan - Single Stage -5 yrd Debris - Catch Basin	237,241
2105i -SE2	2100i Single EngineFan - Dual Stage -5 yrd Debris - Combo	321,370
2105i -SE2 -CB	2100i Single EngineFan - Dual Stage -5 yrd Debris - Catch Basin	261,800
2105i-15	2100i PD- 15" Vacuum- 5 yrd Debris- Combo	298,561
2105i-15-CB	2100i PD, 15" Vacuum, 5 yrd Debris, Catch Basin	247,772
2105i-16	2100i PD- 16" Vacuum- 5 yrd Debris- Combo	301,956
2105i-16-CB	2100i PD- 16" Vacuum- 5 yrd Debris- Catch Basin	251,268
2105i-18	2100i PD- 18" Vacuum- 5 yrd Debris- Combo	310,210
2105i-18-CB	2100i PD- 18" Vacuum- 5 yrd Debris- Catch Basin	259,766
2105i-SE1	2100i Single Engine Fan- Single Stage- 5 yrd Debris- Combo	296,811
2105i-SE1-CB	2100i Single Engine Fan- Single Stage- 5 yrd Debris- Catch Basin	237,241
2105i-SE2	2100i Single Engine Fan- Dual Stage- 5 yrd Debris- Combo	321,370
2105i-SE2-CB	2100i Single Engine Fan- Dual Stage- 5 yrd Debris- Catch Basin	261,800
2110i -15	2100i PD - 15" Vacuum - 10 yrd Debris - Combo	298,561
2110i -15 -CB	2100i PD - 15" Vacuum - 10 yrd Debris - Catch Basin	247,772
2110i -16	2100i PD - 16" Vacuum - 10 yrd Debris - Combo	301,956
2110i -16 -CB	2100i PD - 16" Vacuum - 10 yrd Debris - Catch Basin	251,268
2110i -18	2100i PD - 18" Vacuum - 10 yrd Debris - Combo	310,210
2110i -18 -CB	2100i PD - 18" Vacuum - 10 yrd Debris - Catch Basin	259,766
2110i -SE1	2100i Single EngineFan - Single Stage - 10 yrd Debris - Combo	296,811
2110i -SE1 -CB	2100i Single EngineFan - Single Stage - 10 yrd Debris - Catch Basin	237,241
2110i -SE2	2100i Single EngineFan - Dual Stage - 10 yrd Debris - Combo	321,370
2110i -SE2 -CB	2100i Single EngineFan - Dual Stage - 10 yrd Debris - Catch Basin	261,800
2110i-15	2100i PD- 15" Vacuum- 10 yrd Debris- Combo	298,561
2110i-15-CB	2100i PD, 15" Vacuum, 10 yrd Debris, Catch Basin	247,772
2110i-16	2100i PD- 16" Vacuum- 10 yrd Debris- Combo	301,956
2110i-16-CB	2100i PD- 16" Vacuum- 10 yrd Debris- Catch Basin	251,268
2110i-18	2100i PD- 18" Vacuum- 10 yrd Debris- Combo	310,210
2110i-18-CB	2100i PD- 18" Vacuum- 10 yrd Debris- Catch Basin	259,766
2110i-SE1	2100i Single Engine Fan- Single Stage- 10 yrd Debris- Combo	296,811
2110i-SE1-CB	2100i Single Engine Fan- Single Stage- 10 yrd Debris- Catch Basin	237,241
2110i-SE2	2100i Single Engine Fan- Dual Stage- 10 yrd Debris- Combo	321,370
2110i-SE2-CB	2100i Single Engine Fan- Dual Stage- 10 yrd Debris- Catch Basin	261,800
2112i -1024	2100i 1024 PD - 18" Vacuum - 12 yrd Debris Combo	346,172
2112i -1024 -CB	2100i 1024 PD - 18" Vacuum - 12 yrd Debris - Catch Basin	296,785
2112i -15	2100i PD - 15" Vacuum - 12 yrd Debris - Combo	309,353
2112i -15 -CB	2100i PD - 15" Vacuum - 12 yrd Debris - Catch Basin	258,863
2112i -16	2100i PD - 16" Vacuum - 12 yrd Debris - Combo	310,994
2112i -16 -CB	2100i PD - 16" Vacuum - 12 yrd Debris - Catch Basin	260,568

EXHIBIT C 2100i Price Reference Sheet 3-4-2024

Sales Code	Description	List Price
2112i-18	2100i PD - 18" Vacuum - 12 yrd Debris - Combo	319,057
2112i-18-CB	2100i PD - 18" Vacuum - 12 yrd Debris - Catch Basin	268,872
2112i-SE1	2100i Single EngineFan - Single Stage - 12 yrd Debris - Combo	305,644
2112i-SE1-CB	2100i Single EngineFan - Single Stage - 12 yrd Debris - Catch Basin	246,076
2112i-SE2	2100i Single EngineFan - Dual Stage - 12 yrd Debris - Combo	330,200
2112i-SE2-CB	2100i Single EngineFan - Dual Stage - 12 yrd Debris - Catch Basin	270,630
2112i-1024	2100i 1024 PD, 18" Vacuum, 12 yrd Debris, Combo	346,172
2112i-1024-CB	2100i 1024 PD- 18" Vacuum- 12 yrd Debris- Catch Basin	296,785
2112i-15	2100i PD- 15" Vacuum- 12 yrd Debris- Combo	309,353
2112i-15-CB	2100i PD, 15" Vacuum, 12 yrd Debris, Catch Basin	258,863
2112i-16	2100i PD- 16" Vacuum- 12 yrd Debris- Combo	310,994
2112i-16-CB	2100i PD- 16" Vacuum- 12 yrd Debris- Catch Basin	260,568
2112i-18	2100i PD- 18" Vacuum- 12 yrd Debris- Combo	319,057
2112i-18-CB	2100i PD- 18" Vacuum- 12 yrd Debris- Catch Basin	268,872
2112i-SE1	2100i Single Engine Fan- Single Stage- 12 yrd Debris- Combo	305,644
2112i-SE1-CB	2100i Single Engine Fan- Single Stage- 12 yrd Debris- Catch Basin	246,076
2112i-SE2	2100i Single Engine Fan- Dual Stage- 12 yrd Debris- Combo	330,200
2112i-SE2-CB	2100i Single Engine Fan- Dual Stage- 12 yrd Debris- Catch Basin	270,630
2115i-1024	2100i 1024 PD - 18" Vacuum - 15 yrd Debris - Combo	354,812
2115i-1024-CB	2100i 1024 PD - 18" Vacuum - 15 yrd Debris - Catch Basin	305,679
2115i-15	2100i PD - 15" Vacuum - 15 yrd Debris - Combo	316,421
2115i-15-CB	2100i PD - 15" Vacuum - 15 yrd Debris - Catch Basin	266,159
2115i-16	2100i PD - 16" Vacuum - 15 yrd Debris - Combo	319,959
2115i-16-CB	2100i PD - 16" Vacuum - 15 yrd Debris - Catch Basin	269,800
2115i-18	2100i PD - 18" Vacuum - 15 yrd Debris - Combo	327,698
2115i-18-CB	2100i PD - 18" Vacuum - 15 yrd Debris - Catch Basin	277,768
2115i-SE1	2100i Single EngineFan - Single Stage - 15 yrd Debris - Combo	317,124
2115i-SE1-CB	2100i Single EngineFan - Single Stage - 15 yrd Debris - Catch Basin	257,557
2115i-SE2	2100i Single EngineFan - Dual Stage - 15 yrd Debris - Combo	341,677
2115i-SE2-CB	2100i Single EngineFan - Dual Stage - 15 yrd Debris - Catch Basin	282,109
2115i-1024	2100i 1024 PD, 18" Vacuum, 15 yrd Debris, Combo	354,812
2115i-1024-CB	2100i 1024 PD- 18" Vacuum- 15 yrd Debris- Catch Basin	305,679
2115i-15	2100i PD- 15" Vacuum- 15 yrd Debris- Combo	316,421
2115i-15-CB	2100i PD- 15" Vacuum - 15 yrd Debris - Catch Basin	266,159
2115i-16	2100i PD- 16" Vacuum- 15 yrd Debris- Combo	319,959
2115i-16-CB	2100i PD- 16" Vacuum- 15 yrd Debris- Catch Basin	269,800
2115i-18	2100i PD, 18" Vacuum, 15 yrd Debris, Combo	327,698
2115i-18-CB	2100i PD, 18" Vacuum, 15 yrd Debris, Catch Basin	277,768
2115i-27	2100i PD, 27" Vacuum, 15 yrd Debris, Combo	386,469
2115i-27-CB	2100i PD, 27" Vacuum, 15 yrd Debris, Catch Basin	336,310
2115i-SE1	2100i Single Engine Fan- Single Stage- 15 yrd Debris- Combo	317,124
2115i-SE1-CB	2100i Single Engine Fan- Single Stage- 15 yrd Debris- Catch Basin	257,557
2115i-SE2	2100i Single Engine Fan- Dual Stage- 15 yrd Debris- Combo	341,677
2115i-SE2-CB	2100i Single Engine Fan- Dual Stage- 15 yrd Debris- Catch Basin	282,109
009iSTD	Under Engine Toolbox	-
010iSTD	Operator Station Curbside Toolbox	-

2100i Price Reference Sheet 3-4-2024

EXHIBIT C

Sales Code	Description	List Price
011iSTD	Aluminum Fenders	-
012iSTD	Mud Flaps	-
014iSTD	Electric/Hydraulic Four Way Boom	-
016iSTD	Color Coded Sealed Electrical System	-
019iASTD	Intuitouch Electronic Package	-
020iSTD	Double Acting Hoist Cylinder	-
025iASTD	Handgun Assembly	-
026iSTD	Ex-Ten Steel Cylindrical Debris Tank	-
030iSTD	Flexible Hose Guide	-
032iSTD	(3) Nozzles with Carbide Inserts w/Rack	-
045iSTD	Suction Tube Storage	-
046iASTD	1 -1/4" Nozzle Pipe	-
046iSTD	1" Nozzle Pipe	-
048iSTD	10' Leader Hose	-
1001iSTD	Flat Rear Door w/Hydraulic Locks	-
1005iSTD	Dual Stainless Steel Float Shut Off System	-
1009iSTD	Full Rear Door Swinging Screen	-
1011iSTD	Microstrainer Prior to Blower	-
1023iSTD	Lube Manifold, with Lube Chart	-
1024iSTD	Debris Body Vacuum Relief System	-
1031iSTD	Debris Deflector Plate	-
1032iSTD	48" Dump Height	-
1033iSTD	60" Dump Height	-
1041iSTD	Debris Body-Up Message and Alarm	-
1053iSTD	Stainless Steel Water Barrel for Jet Rodder Pump with Water Recycler	-
2001iSTD	Low Water Indicator On Screen w/Alarm and Water Pump Flow Indicator	-
2011iSTD	3" Y -Strainer at Passenger Side Fill with 25' Fill Hose	-
2014iSTD	1000 Gallons STD	-
2022iSTD	Additional Water Tank Sight Gauge	-
2023iSTD	Liquid Float Level Indicator	-
3002iASTD	Single Engine Dual Stage Fan	-
3002iSTD	Single Engine Fan	-
3019iSTD	Digital Water Pressure Gauge	-
4000iSTD	180 deg. Non-Extending Boom	-
4006iASTD	Joystick Boom Control	-
4006iSTD	Front Joystick Boom Control	-
4010iSTD	Boom Hose Storage	-
4017iSTD	Boom Out of Position Message and Alarm	-
4022iSTD	Telescopic Boom Elbow- Standard	-
5005iSTD	10 GPM/1000 PSI Water System	-
5010iSTD	Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve	-
5011iSTD	3"Y -Strainer @ Water Pump	-
5015iSTD	Midship Handgun Coupling	-

EXHIBIT C 2100i Price Reference Sheet 3-4-2024

Sales Code	Description	List Price
5019iSTD	Chassis Engine Cooling Package	-
5022iSTD	Side Mounted Water Pump	-
6000iBSTD	400' x 1" Sewer Hose 2500 PSI - Piranha	-
6000iCSTD	400' x 1" Piranha Sewer Hose 3000 PSI	-
6005iDSTD	Digital Hose Footage Counter	-
6007iSTD	Hose Reel Manual Hyd Extend/Retract	-
6009iSTD	Hose Reel Chain Cover	-
6017iSTD	Hydraulic Tank Shutoff Valves	-
6019iSTD	Rodder Pump Drain Valves	-
6020iBSTD	Hydraulic Extending 15" - Rotating Hose Reel - 1" x800' Capacity	-
6025iSTD	Hose Wind Guide (Dual Roller)- Manual	-
7001iSTD	Tachometer/Chassis Engine w/Hourmeter	-
7003iSTD	Water Pump Hour Meter	-
7004iSTD	PTO Hour Meter	-
7005iSTD	Hydraulic Oil Temp Alarm	-
7006iSTD	Tachometer & Hourmeter for Centrifugal Compressor	-
7007iSTD	Tachometer & Hourmeter/Blower	-
8000iSTD	Circuit Breakers	-
8025iSTD	LED Lights- Clearance- Back-up- Stop- Tail & Turn	-
9002iSTD	Tow Hooks- Front and Rear	-
9003iSTD	Electronic Back-Up Alarm	-
9021iSTD	Camera System- Rear Only	-
i110STD	Module Paint- DuPont Imron Elite - Wet on Wet	-
S390ASTD	8" Vacuum Pipe Package	-
S390BSTD	7" Vacuum Pipe Package	-
S560STD	Emergency Flare Kit	-
S590STD	Fire Extinguisher 5 Lbs.	-
009i	Control Panel Box with Lighting	322
010i	Operator Station Curbside Toolbox - with Lighting	322
018i	Remote Pendant Control With Cord	1,732
1003i	Debris Body Washout	1,984
1003iB	Rear Door Valve Flushout	545
1004iB	Onboard Electronic/Digital Scale system with Vacuum Relief	16,273
1005iA	S.S Float Ball Cage for Float Shut Off System	724
1007i	6" Rear Door Butterfly Valve - 3:00 position	1,057
1007iA	6" Rear Door Butterfly Valve w/Port -6:00 position	1,350
1008i	6" Rear Door Knife Valve w/Camloc - 3:00 position	1,587
1008iA	6" Rear Door Knife Valve w/Camloc w/Port -6:00 position	1,892
1008iB	6" Rear Door Drain Port -6:00 position	744
1008iE	6" Rear Door Knife Valve w/Camlock - Air Actuated - 3:00 Position	2,388
1008iF	6" Rear Door Knife Valve w/Camlock - Air Actuated w/Port -6:00 Position	2,689
1008iG	6" Rear Door Port - Removed - 3:00 Position	-
1009i	Internally Mounted Trash Pump	13,813
1009iA	Externally Mounted Trash Pump w/Floating Arm	14,986
1009iB	Internal Body Screen	888

EXHIBIT C 2100i Price Reference Sheet 3-4-2024

Sales Code	Description	List Price
1009iD	Full Rear Door Swinging Screen	1,012
1009iE	Externally Mounted Trash Pump w/ Basket Intake Screen	14,986
1010i	Pump Off Plumbing to Front- Outlet Location will be dependent on supplied chassis	3,814
1010iA	Pump Off Ports Only	744
1010iB	Pump Off Ports and Programming	3,097
1012i	6" Decant System w/ Air Actuated Knife Valve - Curbside	2,972
1012iA	6" Decant System w/ Air Actuated Knife Valve - Streetside	2,942
1013i	Additional Water- Water and Debris Tanks Joined	3,065
1014i	Centrifugal Separators (Cyclones)	6,931
1014iA	Centrifugal Separators (Cyclones)- 304 Stainless Steel	8,940
1014iB	304SS Centrifugal Separators- Dustboxes- Plenum and Crossover Tubes	12,881
1015i	Folding Pipe Rack - Curbside -8" Pipe	1,377
1015iA	Folding Pipe Rack - Streetside -8" Pipe	1,377
1015iAB	Folding Pipe Rack - Streetside -7" Pipe	1,377
1015iAC	Folding Pipe Rack - Streetside -6" Pipe	1,377
1015iAH	Folding Pipe Rack - Streetside - Hydraulic -8" Pipe	2,571
1015iAJ	Folding Pipe Rack - Streetside - Hydraulic -7" Pipe	2,571
1015iAK	Folding Pipe Rack - Streetside - Hydraulic -6" Pipe	2,571
1015iAL	Folding Pipe Rack - Streetside - Air Actuated -8" Pipe	2,917
1015iAM	Folding Pipe Rack - Streetside - Air Actuated -7" Pipe	2,917
1015iAN	Folding Pipe Rack - Streetside - Air Actuated -6" Pipe	2,917
1015iB	Folding Pipe Rack - Rear Door -8" Pipe	1,377
1015iBA	Folding Pipe Rack - Rear Door -7" Pipe	1,377
1015iBFSTD	Fixed Rear Door Pipe Rack -8" Pipe	-
1015iBH	Folding Pipe Rack - Rear Door - Hydraulic -8" Pipe	2,571
1015iBJ	Folding Pipe Rack - Rear Door - Hydraulic -7" Pipe	2,571
1015iBKSTD	Fixed Rear Door Pipe Rack -7" Pipe	-
1015iBL	Folding Pipe Rack - Rear Door -6" Pipe	1,377
1015iBM	Folding Pipe Rack - Rear Door - Hydraulic -6" Pipe	2,571
1015iBNSTD	Fixed Rear Door Pipe Rack -6" Pipe	-
1015iBR	Rear Door Pipe Rack- Removed	-
1015iG	Folding Pipe Rack - Curbside -7" Pipe	1,377
1015iH	Folding Pipe Rack - Curbside - Hydraulic -8" Pipe	2,471
1015iHA	Folding Pipe Rack - Curbside - Hydraulic -7" Pipe	2,571
1015iHB	Folding Pipe Rack - Curbside - Hydraulic -6" Pipe	2,571
1015iHC	Folding Pipe Rack - Curbside - Air Actuated -8" Pipe	2,917
1015iHD	Folding Pipe Rack - Curbside - Air Actuated -7" Pipe	2,917
1015iHE	Folding Pipe Rack - Curbside - Air Actuated -6" Pipe	2,917
1015iJ	Folding Pipe Rack - Curbside -6" Pipe	1,377
1016iASTD	Subframe Mounted -2 Pipe Rack -7"	-
1016iSTD	Subframe Mounted -2 Pipe Rack -8"	-
1022i	Rear Door Splash Shield	2,020
1023i	Lube Manifold, with Lube Chart	2,999
1023iA	Laminated Lube Chart - Included	-

EXHIBIT C 2100i Price Reference Sheet 3-4-2024

Sales Code	Description	List Price
1025i	Flat Rear Door Ports	324
1026i	Debris Body Vibrator- Electric	3,528
1030i	Debris Body Inspection Port w/Ladder	1,607
1053i	Stainless Steel Water Barrel for Jet Rodder Pump	3,937
2003i	Laval Water Separator at Fill	2,259
2004i	Continuous Water Tank Fill	2,259
2006i	Air Purge	1,699
2016i	Additional Water- 1300 Gal Total	3,520
2018i	Additional Water- 1500 Gal Total	5,273
2020i	6" GravityFill Port on Upper P/S Water Tank	1,152
2021i	Additional Water Tank Fill	948
2025i	304 Stainless Steel Water Tanks Upgrade in lieu of Aluminum - Single Axle	10,510
2025iA	304 Stainless Steel Water Tanks Upgrade in lieu of Aluminum - Tandem Axle	13,138
2025iAN	304 Stainless Steel Water Tanks Upgrade in lieu of Aluminum - Tandem Axle	7,654
2025iN	304 Stainless Steel Water Tanks Upgrade in lieu of Aluminum - Single Axle	5,956
3013iB	Vacuum- Vac on the Go for the Single Engine Fan	42,704
3015i	Front Blower Controls	1,918
3017i	Blower High Temp Safety Shutdown	684
3020i	Digital Water Level Indicator	883
3021i	Digital Debris Body Level Indicator Tied to Vacuum Relief	1,185
3022i	Digital Grey Water Level Indicator	2,374
4005i	180 deg. 10ft Extendable Boom	12,545
4008i	Grate Lifting Hook- Installed on Boom	404
4009i	Water Ring Assembly- At Hose End	1,047
4009iA	Water Ring Assembly- At Debris Body Inlet	1,047
4011iA	Wireless Controls w/2-way communication and LED Display.(excludes hose reel controls)	3,094
4011iB	Bellypack Wireless Controls with hose reel controls- 2-way communications- and LCD Display	4,084
4011iC	Handheld Wireless Controls	3,201
4011iD	Bellypack Wireless Controls	4,222
4013i	Rotatable Boom Inlet Hose	744
4014i	180 deg. 5 x 5 Extendable/Telescoping Boom	22,666
4015i	180 deg. 10ft Telescoping Boom	20,062
4016i	180 deg. 10' x 15' Rapid Deployment Boom	28,321
4016iA	Heavy Duty RDB Hose	1,925
4020i	Anti Splash Valve- Body Inlet	494
4021i	Vacuum Enhance	5,451
4021iA	Variable Position- Vacuum Enhance	5,451
4022iA	Telescopic Boom Elbow- Hard Hat Style	595
4022iD	Telescopic Boom Elbow- Nickel Plated	511
4022iE	EMCO Abrasion Resistant, 70 Degree, Telescopic Boom Elbow	3,090

EXHIBIT C 2100i Price Reference Sheet 3-4-2024

Sales Code	Description	List Price
5000i	40 GPM/2500 PSI Jet Rodder pump	-
5001iA	60 GPM/2500 PSI Jet Rodder pump	-
5002i	80 GPM/2000 PSI Jet Rodder pump	-
5002iA	80 GPM/2500 PSI Jet Rodder pump	-
5003i	50 GPM/3000 PSI Jet Rodder pump	-
5003iA	70 GPM/3000 PSI Jet Rodder pump	-
5004i	100 GPM/2000 PSI Jet Rodder pump - Includes 1 -1/4" X500' Rodder Hose	5,258
5004iB	100 GPM/2000 PSI Jet Rodder pump - Does Not Include Rodder Hose	2,792
5005iB	40 GPM/2500 PSI Jet Rodder pump Water System	19,233
5008iB	Cold Weather Recirculator- PTO Driven- 25 GPM	2,254
5010iA	Rodder System Accumulator - Jack Hammer on/off Control at Hose Reel	1,027
5015i	Handgun Couplers- Front and Rear	794
5016i	Additional Rodder System Accumulator (Manual Operation)	3,410
5017i	Hose Reel- Freespool	1,302
5019i	Chassis Engine Cooling Package	4,602
5021iC	Hydro Excavation Kit - Includes Lances w/ Shield- Nozzles- Storage Tray- and Vacuum Tube	3,415
5023i	Fan Flushout System	656
5024iA	Water Heater- 400-000 BTU's (May limit Water Capacity)	17,109
5024iC	Water Heater- 800-000 BTU's (May limit Water Capacity)	21,228
5026iA	Insulated- Wrapped Water Lines	5,068
5026iB	Heat Traced and Wrapped Water Lines	6,282
5029i	Cyclone Washout System	637
5029iA	RDB Washout Coupling	140
5030i	Water Recycler	134,275
5032i	Fresh Water Electric Recirculation System (Water Recycler Only)	2,887
5033i	Blanket Heated Rear Door Frame (Water Recycler Only)	11,861
6001iB	500' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD	638
6001iB3	500' x 1" Piranha Sewer Hose 3000 PSI in lieu of STD	997
6001iC	500' x 1" Piranha Armor Belt Sewer Hose 2500 PSI in lieu of STD	1,496
6001iC3	500' x 1" Piranha Armor Belt Sewer Hose 3000 PSI in lieu of STD	2,296
6001iG	400' x 1" Piranha Armor Belt Sewer Hose 2500 PSI in lieu of STD	770
6001iG3	400' x 1" Piranha Armor Belt Sewer Hose 3000 PSI in lieu of STD	1,410
6002iB	600' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD	1,191
6002iB3	600' x 1" Piranha Sewer Hose 3000 PSI in lieu of STD	1,622
6002iC	700' x 1" Piranha Armor Belt Sewer Hose 2500 PSI in lieu of STD	2,956
6002iC3	700' x 1" Piranha Armor Belt Sewer Hose 3000 PSI in lieu of STD	4,069
6002iE	600' x 1" Piranha Armor Belt Sewer Hose 2500 PSI in lieu of STD	2,228
6002iE3	600' x 1" Piranha Armor Belt Sewer Hose 3000 PSI in lieu of STD	3,183
6002iG	700' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD	1,747
6002iG3	700' x 1" Piranha Sewer Hose 3000 PSI in lieu of STD	2,250
6003iC	800' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD	2,299
6003iC3	800' x 1" Piranha Sewer Hose 3000 PSI in lieu of STD	2,878

EXHIBIT C 2100i Price Reference Sheet 3-4-2024

Sales Code	Description	List Price
6003iD	800' x 1" Piranha Armor Belt Sewer Hose 2500 PSI in lieu of STD	3,682
6003iD3	800' x 1" Piranha Armor Belt Sewer Hose 3000 PSI in lieu of STD	4,957
6004iC	900' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD	2,310
6004iC3	900' x 1" Piranha Sewer Hose 3000 PSI in lieu of STD	3,592
6004iD	Rodder Hose Pinch Roller	1,827
6004iD3	900' x 1" Piranha Armor Belt Sewer Hose 3000 PSI in lieu of STD	5,899
6004iF	900' x 1" Piranha Armor Belt Sewer Hose 2500 PSI in lieu of STD	4,617
6005iA	Additional Hose Footage Counter, Rear of Hose Reel	615
6006i	Rodder Hose Guard - Lexan	1,478
6006iA	Rodder Hose Guard - Expanded Metal	2,053
6008i	Hose Reel Manual Rewind Tool	674
6012i	Lateral Cleaning Kit w/150' Hose and Nozzle- 25 GPM/2000 PSI	3,957
6012iA	Lateral Cleaning Kit w/150' Hose and Nozzle- 25 GPM/2000 PSI located at Side	5,386
6013i	Hydraulic Tool Package	1,897
6014i	High Pressure Hose Reel	1,917
6014iA	2 High Pressure Hose Reels	3,688
6019i	Rodder Pump Drain Valves	643
6019iA	Final Filter and Silencer Ball Valve Drains	579
6020iC	"Hydraulic Extending 15" - Rotating Hose Reel - 1" x 1000' Capacity	3,040
6025iA	Hose Wind Guide (Dual Roller)- Auto- Non-Indexing	4,373
6025iB	Hose Wind Guide (Dual Roller)- Auto- Indexing	4,930
6025iE	Hose Wind Guide (Dual Roller)- Auto- Power Indexing	6,184
6026i	Washington State DOT Legal Front Hose Reel	-
6027iA	25' Leader Hose (in lieu of standard)	451
6029i	Heated Rodder Pump Cabinet	11,529
6030i	Heated Handgun Cabinet	9,017
6031i	Front Hose Reel Tool Storage	387
8001iJ	Rear Directional Control- LED Arrowboard	3,335
8001iL	Rear Directional Control- LED Split Arrowboard	2,822
8001iM	Rear Directional Control- LED Arrowstick	2,310
8001iN	Front Directional Control- LED Arrowstick	2,310
8002i	Corded- Hand Light w/Bumper Plug	482
8002iA	Wireless- Waterproof- Rechargeable- Handheld- LED Spot Light w/12V Charger	467
8003i	Corded- Hand Light w/Retractable Reel	716
8004iD	Rear Mounted- LED Beacon Light	1,291
8004iE	Front Mounted- LED Beacon Light	1,291
8004iF	Rear Mounted- LED Beacon Light w/ Limb Guard	1,335
8004iG	Front Mounted- LED Beacon Light w/Limb Guard	1,335
8005i	H.A.L.O. (Handsfree Accessory Light Option)	3,720
8005iA	H.A.L.O. (Handsfree Accessory Light Option) without Light	2,437
8012i	Additional Corded Handlight Connector- Rear	188
8020iE	Lighting Package- 6 Federal Signal Strobe Lights	2,030
8020iH	10 Light Package- 10 Federal Signal Strobe Lights- LED	2,743
8020iL	14 Light Package- 14 Federal Signal Strobe Lights- LED	4,226

EXHIBIT C 2100i Price Reference Sheet 3-4-2024

Sales Code	Description	List Price
8020iM	Federal Signal Strobe Lights - 4 Light LED System	836
8024i	Amber Lights for Flashing Light Package	-
8024iA	Amber/Green Lights for Flashing Light Package	322
8024iB	Amber/Green/White Lights for Flashing Light Package	322
8024iC	Amber/White Lights for Flashing Light Package	322
8024iD	Green/White Lights for Flashing Light Package	322
8024iE	Green Lights for Flashing Light Package	322
8024iF	White Lights for Flashing Light Package	322
8027i	LED Mid-Ship Turn Signals	701
8028i	Worklights (2)- LED-Boom	1,036
8028iA	Worklights (2), Self-Leveling Boom LED	1,036
8029i	Worklights (2)- LED- Rear Door	841
8029iA	Worklight- LED- Operators Station	770
8029iB	Worklight- LED- Hose Reel Manhole	770
8029iC	Worklight- LED- Curb Side	765
8029iD	Worklight- LED- Street Side	765
8030i	Hose Reel Wrapped for Delivery	-
8035i	(1) 110 Volt 3000 Watt GFCI Electrical Outlet Passenger Side	7,695
9001i	Ziebart Corrosion Protection	1,890
9001iA	Road Salt Protection	465
9001iB	Ocean Preparation	1,425
9021iA	Camera System- Front and Rear	977
9021iB	Camera System- Front- Rear and Both Sides	1,955
9021iC	Camera System - Rear & Sides Only	1,953
9023i	Safety Cone Storage Rack - Drop in Style	212
9023iA	Safety Cone Storage Rack - Post Style	212
9023iB	Additional Safety Cone Storage Rack - Drop in Style	212
9023iC	Additional Safety Cone Storage Rack - Post Style	212
9024i	Water Cooler Storage Rack	212
9027iA	Chassis Engine DPF Soot Load Information	580
9070iA	Toolbox- Front Bumper Mounted- 16 x 12 x 18 w/(2) LED Side Markers	2,561
9070iB	Long Handle Tool Storage	453
9070iC	Tool Baskets- Front Bumper Mounted- 16 x 12 x 18 w/ (2) LED Side Markers	1,830
9071i	Tool Tray, Behind Cab	935
9071iA	Toolbox - Partial, Behind Cab - 17w x 30h x 48d	3,177
9071iAL	Toolbox - Partial, Behind Cab - 17w x 30h x 48d - with Lighting	3,496
9071iE	Toolbox- Behind Cab - 16w 30h x 96d	4,085
9071iEL	Toolbox- Behind Cab - 16w 30h x 96d - with Lighting	4,407
9071iF	Toolbox- Behind Cab - 14w x 36h x 96d	4,117
9071iFL	Toolbox- Behind Cab - 14w x 36h x 96d - with Lighting	4,438
9071iG	Toolbox - Behind Cab 16w 30h 96d with Tool Tray	6,079
9071iGL	Toolbox - Behind Cab 16w 30h 96d with Lighting and Tool Tray	6,400
9072iA	Toolbox- Driver Side Chassis Frame- 60w x 24h x 24d	3,363
9072iAL	Toolbox- Driver Side Chassis Frame- 60w x 24h x 24d - with Lighting	3,685

EXHIBIT C 2100i Price Reference Sheet 3-4-2024

Sales Code	Description	List Price
9072iB	Toolbox- Driver Side Chassis Frame- 24w x 24h x 24d	2,070
9072iBL	Toolbox- Driver Side Chassis Frame- 24w x 24h x 24d - with Lighting	2,390
9072iC	Toolbox-Driver Side Chassis Frame 72w x 18h x 24d	3,959
9072iCL	Toolbox-Driver Side Chassis Frame 72w x 18h x 24d with Lighting	4,203
9073iA	Toolbox- Passenger Side Chassis Frame- 30w x 18h x 24d	2,211
9073iAL	Toolbox- Passenger Side Chassis Frame- 30w x 18h x 24d - with Lighting	2,532
9074iA	Toolbox- Driver Side Subframe- 18w x 24h x 24d	1,711
9074iAL	Toolbox- Driver Side Subframe- 18w x 24h x 24d - with Lighting	2,033
9074iB	Toolbox- Driver Side Subframe- 16w x 20h x 24d	1,711
9074iBL	Toolbox- Driver Side Subframe- 16w x 20h x 24d - with Lighting	2,033
9074iC	Toolbox- Driver Side Subframe- 18w x 15h x 10d	1,711
9074iCL	Toolbox- Driver Side Subframe- 18w x 15h x 10d - with Lighting	2,033
9075iA	Toolbox- Driver Side Subframe- 60w x 20h x 12d	2,094
9075iAL	Toolbox- Driver Side Subframe- 60w x 20h x 12d - with Lighting	2,416
9075iB	Toolbox- Driver Side Subframe- 48w x 20h x 12d	1,904
9075iBL	Toolbox- Driver Side Subframe- 48w x 20h x 12d - with Lighting	2,222
9075iC	Toolbox- Driver Side Subframe- 36w x 20h x 12d	1,711
9075iCL	Toolbox- Driver Side Subframe- 36w x 20h x 12d - with Lighting	2,033
CUST-LOGO	Customer Supplied Logos installed	1,333
F001A	Skid Preparation Fee	5,109
F002	All Decals in Spanish	169
i113	Module Stripe, Single 6"	2,432
i114	Module Stripe, Multiple	2,952
i116	Door Stripe Material- Reflective Tape	746
i124B	Vactor 2100i Body Decal- Blue	-
i124BL	Vactor 2100i Body Decal- Black	-
i124NB	Vactor 2100i Body Decal- Navy Blue	-
i124R	Vactor 2100i Body Decal- Red	-
i124S	Vactor 2100i Body Decal- Silver	-
i124STD	Vactor 2100i Body Decal- Standard	-
i124W	Vactor 2100i Body Decal- White	-
S391i	7" x 36" Higbee Catch Basin Nozzle	731
S391iA	7" x 78" Higbee Catch Basin Nozzle	897
S392i	8" x 3'-0" Higbee C/B Nozzle Assembly	863
S392iA	8" x 78" Higbee C/B Nozzle Assembly	1,369
V-LOGO-APPL.	Vactor Logos - Applied	-
V-LOGO-LOOSE	Vactor Logos - Shipped Loose	-
512459A-30	Vactor Standard Manual w/ Cloud Parts	150
512459SA-30	Vactor Spanish Standard Manuals w/ Cloud Parts	150
EW-V2-INT-2PL	Extended Factory Warranty - 2Yrs	3,589
EW-V2-INT-3PL	Extended Factory Warranty - 3Yrs	7,799
EW-V2-INT-4PL	Extended Factory Warranty - 4Yrs	12,009
EW-V2-INT-5PL	Extended Factory Warranty - 5Yrs	16,218
EW-V2-NA-2PL	Extended Factory Warranty - 2Yrs	3,589
EW-V2-NA-3PL	Extended Factory Warranty - 3Yrs	7,799

2100i Price Reference Sheet 3-4-2024

EXHIBIT C

Sales Code	Description	List Price
EW-V2-NA-4PL	Extended Factory Warranty - 4Yrs	12,009
EW-V2-NA-5PL	Extended Factory Warranty - 5Yrs	16,218

EXHIBIT D

2024-25 Dixon Water Treatment Plant Secondary Lagoon Cleaning and Liner Replacement BID TABULATION RFP	
BIDDER	UNIT PRICE
SYNAGRO	999,753 ⁰⁰
HAREN CONSTRUCTION CO	1,292,000 ⁰⁰

Present:

Eric Adams, Chief Financial Officer JEA,

Seth Brown

Seth Brown COO 

JIM McDONALD DWTP SUPERVISOR 

Scott Stewart Haren Const.



onwasa.com

228 Georgetown Rd
Jacksonville, NC 28540

REQUEST FOR PROPOSAL

TITLE:

**Dixon Water Treatment Plant
Secondary Lagoon Cleaning and Liner Replacement
Formal Request for Proposal # 2024-25DixonLagoon**

Date of Issue: July 30, 2024

Bids Due: August 13, 2024

For more information contact:

J. Eric Adams

Chief Financial Officer

228 Georgetown Road

Jacksonville, NC 28540

Phone (910) 937-7545

Email: eadams@onwasa.com

For more technical information contact:

Seth Brown

Treatment Facilities Administrator

228 Georgetown Road

Jacksonville, NC 28540

Phone (910) 937-7520

Email: sbrown@onwasa.com

EXHIBIT D

DIXON WATER TREATMENT PLANT LAGOON CLEANING AND LINER REPLACEMENT

The Onslow Water and Sewer Authority (hereinafter referred to as ONWASA) requests proposals to provide all labor, equipment, and materials necessary to remove accumulated solids, dewater and replace the existing membrane liner within a single 1.0-acre effluent settling lagoon at the Dixon Water Treatment Plant (WTP), 6661 Wilmington Highway, Holly Ridge, NC 28445. Sealed proposals will be received at the ONWASA Central Office Complex at 228 Georgetown Road, Jacksonville NC 28540, until **2:00 pm on August 13, 2024.**

Proposals (Exhibit 1) and the Proposal Pricing Form (Exhibit 2) must be included as part of this RFP Package and must be completed in their entirety.

The quoted price should not include any sales or use taxes but should only reflect the actual bid price of the service and materials.

Bids will be evaluated by determining the lowest responsive, responsible bidder considering:

- Bidder's ability and capacity to provide the designated materials.
- Bidder's price for services.
- Character, integrity, reputation, judgment, experience, and efficiency of bidder.

Contractors submitting a proposal are hereby notified that NC General Statutes relating to the licensing of contractors will be observed in receiving proposals and awarding Contracts. Performance and Payment Bonds are required for this project.

The use of sub-contractors is not permitted.

ONWASA reserves the right to reject any or all proposals, waive informalities, and accept any proposal that, in the opinion of ONWASA, appears to be in its best interest. The right is reserved to hold any or all proposals for ninety (90) days from the opening thereof.

EXHIBIT D

Information for the Contractors

The Onslow Water and Sewer Authority (hereinafter referred to as ONWASA) requests proposals to provide all labor, equipment, and materials necessary to remove accumulated solids, dewater and replace the existing membrane liner within a single 1.0-acre effluent settling lagoon at the Dixon Water Treatment Plant, 6661 Wilmington Highway, Holly Ridge, NC 28445.

Mandatory Site Visit

A mandatory pre-proposal site visit for all prospective contractors will be held starting at **2:00 PM** on Monday, **August 5, 2024**, at the Dixon Water Treatment Plant, 6661 Wilmington Highway Holly Ridge, North Carolina 28445. Prospective contractors must attend this event for their bid to be considered responsive.

Time of Performance

As time is of the essence in completing this project, work is to begin immediately after receiving a written Notice to Proceed from ONWASA and all work on the project shall be completed within ninety (90) consecutive calendar days. The Contractor shall at all times during the continuance of the Contract perform the work with such resources as are sufficient to complete the work within the time specified. The Contractor must have the ability to bring in additional equipment as necessary, should any onsite equipment require repairs that extend beyond five (5) calendar days. There will not be monetary penalties assessed for going beyond the 90-day completion requirement, as long the reason(s) for any delay are communicated in writing to ONWASA and approved by ONWASA before the end of the 90-day period.

Site Access and Working Hours

Due to access limitations at the Dixon WTP, the Contractor shall provide power and sanitary facilities, and working hours are limited to weekday daylight hours, excluding holidays.

Warranties

Bidder shall warranty repairs for no less than (90) days for workmanship and the full manufacturer warranty period on materials.

Errors/Deficiencies

Without additional compensation, the Contractor shall make any corrections regarding inferior or incomplete work or materials furnished under this agreement if it is determined that the Contractor is responsible for any errors or deficiencies.

Additional Work

In the event the Contractor encounters work required to complete this project that is outside this Scope of Work, a description and estimated cost shall be submitted for review and approval. The Contractor must have written authorization to proceed from ONWASA before performing any additional work.

Submittal of Proposal

Proposals must include a Proposal Pricing Sheet, Certificate of Insurance, E-Verify, and Vendor Form addressed to:

***Onslow Water & Sewer Authority
ONWASA 2024 Dixon WTP Lagoon Cleaning and Liner Replacement
Finance Office – Attention J. Eric Adams
228 Georgetown Road
Jacksonville NC 28540***

Technical questions related to this Request for Proposal shall be addressed to Seth Brown, Water Treatment Plant Administrator at (910) 937-7520, or by email to sbrown@onwasa.com.

EXHIBIT D

Proposal pricing must be listed on the Proposal Pricing Form provided in this document. The Proposal shall be signed by an officer or officers, authorized to execute legal documents on behalf of the Contractor.

The Contractors are notified that NC General Statutes will be observed in receiving proposals and awarding Contracts.

Addenda

Any Addendum issued prior to the date set forth for proposal submittal shall be considered a part of the Proposal and shall be made a part of the Contract. It is the responsibility of the contractors to be aware of information issued in the form of an Addendum. Receipt of all addenda issued shall be acknowledged as indicated on the proposal submittal. Failure to acknowledge the addenda will render the proposal non-responsive.

Interpretation of Documents

If any person contemplating submitting a proposal for the proposed Contract is in doubt as to the true meaning of any part of this Request for Proposal or finds discrepancies in or omissions in the Request for Proposal, he/she may submit a request for an interpretation or correction to ONWASA's Chief Financial Officer.

Questions must be submitted in writing, at least two (2) business days before the submittal due date for this Proposal. Any interpretation or correction of the documents will be made only by an Addendum duly issued by ONWASA, and a copy of such Addendum will be posted on the ONWASA website.

Employees at various sites/facilities are not authorized to change, amend, or interpret the specific terms, conditions, or provisions of this RFP or any subsequent contract, and ONWASA will not be responsible for any other explanations or interpretations of the documents.

Withdrawal of Proposal

Any Contractor may withdraw his/her proposal, either personally, or by written request, at any time prior to the scheduled closing time for receipt of proposals. The Proposal shall remain valid for ninety (90) days after submission.

Award or Rejection of Proposal

If a contract is awarded, ONWASA will award to the lowest responsive, responsible Contractor who, in ONWASA's opinion, best complies with the criteria outlined in this Request for Proposal taking into consideration price, methodology, quality, past performance, and the time specified in the proposal for the performance of the Contract.

ONWASA reserves the right to accept or reject any or all proposals if it may deem it best for the public good, and to waive any informality in the proposals received.

Performance and Payment Bond

The selected Contractor will be required to furnish a performance and payment bond for 100% of the project cost within ten (10) days after the contract has been activated and a Notice of Award has been issued by ONWASA. The project amount will be the total amount of the lowest responsive, responsible proposal accepted by ONWASA. The performance and payment bond shall continue throughout the project purchase order execution period of performance and for one year after the full scope of work is completed.

The Performance Bond and the Payment Bond shall be executed by one or more surety companies legally authorized to do business in the State of North Carolina and shall become effective upon activation

EXHIBIT D

of the contract and issuance of a Notice to Proceed by the ONWASA. The surety bonds must be in the form outlined in N.C.G.S. 44A-33 without any variations therefrom or in any other form authorized by N.C.G.S. The Contractor will be solely responsible for any costs associated with obtaining bonds; bond premiums will not be reimbursed by ONWASA.

Issuance of Contract

A contract will be issued to the selected contractor. ONWASA's Standard Contract Language for this type of work is provided as Exhibit 5.

Minority Business Participation and Non-Discrimination

The selected Contractor, and any subcontractor under him, shall be required to ensure that minority and women business enterprises will be provided equal opportunity to submit proposals for subcontractors to the maximum extent feasible. Further, there shall be no discrimination in employment practices based on race, religious creed, color, national origin, ancestry, age, physical handicap, medical condition, marital status, or sex.

Contract Administration

The selected Contractor will coordinate all activities covered by the Contract with the designated ONWASA representative for work. The selected Contractor shall receive approval from the designated ONWASA representative before performing the work.

E-Verify

The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes by filling out the E-Verify Form (Exhibit 7).

Iran Divestment

By acceptance of any contract resulting from this Request for Proposals, the Contractor affirms they are not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4, Iran Divestment Act Certification.

Custody and Care of Property

The Contractor agrees that he/she shall be responsible for the proper custody and care of any property furnished for use in connection with the performance of this contract or purchased for this contract and will reimburse ONWASA for loss or damage of such property.

Insurance

The Contractors must include with their proposal, a Certificate of Insurance showing coverage limits as outlined in the ONWASA Standard Contract Language (Exhibit 5).

EXHIBIT D

SCOPE OF WORK DIXON WATER TREATMENT PLANT LAGOON CLEANING AND LINER REPLACEMENT

The Onslow Water and Sewer Authority (hereinafter referred to as ONWASA) requests proposals to provide all labor, equipment, and materials necessary to remove accumulated solids, dewater, and replace the existing membrane liner within a single 1.0-acre effluent settling lagoon at the Dixon Water Treatment Plant, 6661 Wilmington Highway, Holly Ridge, NC 28445.

1. BYPASS PUMP INSTALLATION AND OPERATION

a. Prior to the start of work in the designated lagoon, the Contractor shall furnish and install a by-pass pump with sufficient capacity to maintain plant discharge flow (minimum 450 GPM) from the furthest point of treatment in the primary lagoon to the furthest point from the discharge on the effluent lagoon. The location of this connection will be shown during the mandatory onsite pre-bid meeting. The Contractor will be responsible for continuous operation and maintenance of the bypass pump, including fuel, until all work in the lagoon is completed and accepted by ONWASA.

2. LAGOON DREDGING AND DEWATERING

a. The Contractor shall provide all materials, equipment and labor necessary to dredge, dewater, transport and properly dispose of non-biological accumulated solids and algae contained in the designated settling lagoon at the Dixon WTP.

b. The work shall be performed in accordance with all local, state and federal requirements. The Contractor shall obtain all necessary permits and shall monitor and perform required regulatory agency reporting associated with disposal of the dredged material.

c. The lagoon is lined; all material shall be removed down to the liner surface and the lagoon dewatered to the maximum extent possible prior to liner replacement. Work shall be performed in such a manner as to protect the integrity of the existing liner material and prevent the uncontrolled release of the lagoon's contents onto the unprotected ground surface. The designated lagoon will be taken out of service but not drained by ONWASA immediately prior to the start of work.

d. The Contractor shall be responsible for transportation to and from the Dixon WTP for disposal of the solids at the Onslow County Landfill, located at 415 Meadowview Road, Jacksonville, NC, including all tipping fees and other costs associated with delivery and unloading of the solids. As the dredged material is to be disposed of in a landfill, the Contractor shall include all costs associated with dewatering the removed solids to achieve the minimum requirements for passing the paint filter liquids test (Method 9095B) for disposal.

e. The Contractor shall keep and maintain records which will enable ONWASA, as well as the Contractor, to ascertain and determine clearly and accurately the total volume of all residuals removed from the lagoon. The method of record keeping shall be provided by the Contractor and approved by ONWASA prior to beginning work. Records shall conform to all applicable federal, state and local regulations.

f. Contractor shall be responsible for the repair of any damage to any facilities, existing paved, gravel or grassed areas as a result of their activities on the site, at their expense.

EXHIBIT D

3. SOLIDS CHARACTERISTICS

a. For general information, ONWASA has performed Toxicity Characteristic Leaching Procedure (TCLP) testing on solids samples from the lagoon and the results will be added as an addendum.

4. ESTIMATED SOLIDS QUANTITIES

a. The Contractor shall be responsible for determining the total volume of solids and water to be removed from the lagoon that is necessary to meet project completion requirements. By submitting a Proposal, the Contractor certifies to ONWASA that they understand the scope of work and level of effort required to complete the project.

5. LAGOON LINER REPLACEMENT

a. Upon completion of sludge removal and dewatering, the Contractor shall remove the existing liner material in its entirety and dispose of all materials off-site in accordance with all Federal, State, and Local requirements. The method used for removal shall protect all subgrade materials and any intake/discharge piping or other liner penetrations from damage. Any such damage shall be corrected by the Contractor prior to placement of the new liner material, including the placement and compaction of additional subgrade materials (as specified by the material manufacturer) if necessary to address erosion or areas excavated during the removal process.

b. Prior to placement of the new liner material, the Contractor shall ensure all surfaces to be lined (including corners and around penetrations) are finished smooth and free of rocks, stones, sticks, roots, sharp objects, and debris of any kind, and that all manufacturer's requirements for subgrade preparation have been completed. Once prepared, the subgrade surface shall be maintained in this condition until the liner installation is complete.

c. The Contractor shall furnish and install a new **60 mil textured HDPE liner** in accordance with all applicable manufacturer's requirements for material layout, seam configuration and lapping, fusion and/or extrusion welding of seams, connections to liner penetrations, and anchorage. Material data sheets for the proposed liner shall be submitted to ONWASA for review and approval prior to delivery of the liner to the site.

d. Details for all connections to liner penetrations shall be submitted to ONWASA for approval prior to the removal of the existing liner material. Connections shall be at least equivalent in strength to normal lap seams and shall not diminish the security of containment. Acceptable materials for connections shall include the base liner material, flat stock, prefabricated boots, boot skirts, and neoprene gaskets. All hardware (strapping, clamp bands, etc.) shall be made from stainless steel.

e. Anchor trenches used to secure the upper edge of the liner shall be configured and constructed in accordance with the liner manufacturer's recommendations. Backfilling shall be carried out in a planned, logical sequence to avoid overstressing the liner material, and all grassed areas disturbed by this work shall be fine-graded, seeded, and mulched to restore vegetative cover.

f. In accordance with the liner manufacturer's recommendations, gas vent flaps or vent pipes shall be installed to provide adequate venting. The use of a composite underlayment for venting purposes is also acceptable. Information on the venting system to be used shall be submitted to ONWASA for review and approval prior to installation.

EXHIBIT D

g. The Contractor shall keep and maintain records which will enable ONWASA, as well as the Contractor, to ascertain and determine clearly and accurately the weld testing, panel seaming, non-destructive testing, panel placement, and any repairs required during new liner installation. The method of record keeping shall be provided by the Contractor and approved by ONWASA prior to beginning the Project. Records shall conform to all applicable federal, state, and local regulations. A visual inspection of 100% of the installed liner surface will be conducted by ONWASA and the Contractor prior to final acceptance of the work.

6. **SITE ACCESS AND WORKING HOURS**

a. Due to access limitations at the Dixon WTP, power and sanitary facilities shall be provided by the Contractor and working hours are limited to weekday daylight hours, excluding holidays.

7. **TIME OF PERFORMANCE**

a. As time is of the essence in completing this project, work is to begin within thirty (30) calendar days after receiving a written Notice to Proceed from ONWASA and all work on the project shall be completed within sixty (60) consecutive calendar days.

b. The Contractor shall at all times during the continuance of the Contract perform the work with such resources as are sufficient to complete the work within the time specified. The Contractor must have the ability to bring in additional equipment as necessary, should any onsite equipment require repairs that extend beyond five (5) calendar days.

END OF SCOPE OF WORK

EXHIBIT D

Exhibit 1

Proposal Format

Proposal Format Information

1. Delivery of Proposal

It is the Contractor's responsibility to ensure that the proposal is received by ONWASA prior to the time and date specified for the receipt of proposals in the Request for Proposal. Any proposals received after that time and date shall be returned unopened.

2. Proposal Documents

All proposal documents shall be typewritten or printed in ink clearly and legibly in conformance with the instructions for submitting the proposal.

The proposal shall be properly executed upon the Proposal Pricing Form included with this Request for Proposal. Numbers shall be stated in figures, and the signatures of all persons signing shall be original signatures. The completed forms shall be without interlineation, alterations, or erasures.

3. Proposal Format

The Proposal shall be submitted in the following format with all the requested information and documentation. Failure to provide the required information and documentation will be grounds for rejection.

a. Executive Summary

The proposal shall include a brief introduction describing the experience of the contractor, the size of the contractor, and the work provided by the contractor along with the following information:

- Name of Contractor(s), address, telephone number of the main office, and any branch office that will be involved in any way with the project.
- Identification of project team including information regarding all sub-contractors to be used for hauling or other purposes and experience of sub-contractors.
- Basic overview of the project proposed.

b. Key Personnel

The following information shall be furnished for each key member of the project team that will be responsible for coordinating efforts that may affect the Plant's operations:

- Relevant experience record.
- Describe the responsibilities the individual will assume.
- Project organization chart.

c. Contractor Experience

The Contractor must provide references, with current contact information and project details of similar projects.

The following information shall be furnished for at least five (5) similar contracts either completed or currently underway by the Contractor:

EXHIBIT D

- Name of client.
- Name and telephone number of reference.
- Contract description (type of process used, number of dry tons processed, and method of disposal).
- Duration of each contract.

d. Capability to Provide Scope of Work

In this section of the proposal, the Contractor shall describe, in detail, its capability to meet the demands of the Scope of Work and any proposed modifications or additions to the Scope of Work.

EXHIBIT D

Exhibit 2

Proposal Pricing Form

EXHIBIT D

**Proposal Pricing Form
2024-2025 Lagoon Cleaning and Liner Replacement**

This Proposal is submitted to Onslow Water and Sewer Authority.

Contractor: _____ Date: _____

1. The undersigned Contractor proposes and agrees, if this Proposal is accepted, to enter into a Contract with ONWASA to complete all work as specified or indicated in the Proposal documents for the price specified below, within the time frames outlined, and in accordance with this Request for Proposal and the attached ONWASA Standard Contract Language (Exhibit 5).

2. In submitting this Proposal, the Contractor represents that:

(a) Contractor has examined copies of all the Contract Documents and the following addenda:

<u>Date</u>	<u>Number</u>
_____	_____
_____	_____
_____	_____

(b) Contractor has examined the locality where the work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting the cost, progress, or performance of the Project and has made such independent investigations as Contractor deems necessary.

(c) The Contractor will provide all necessary tools, machinery, apparatus, and all means necessary to complete the work and will furnish all materials, equipment, apparatus, and all else necessary to complete the work in accordance with provided specifications.

(d) The proposal does not include applicable North Carolina Sales and/or Use Tax.

(e) The undersigned acknowledges that ONWASA intends to award contract(s) based on proposals received and in such a manner as they may believe to be in the best interest of ONWASA.

(f) The Contractor certifies that this proposal is made in good faith and without collusion or connection with any other person and that no official or employee of ONWASA will be admitted to any share or part of the Contract or any benefit therefrom if the Contract is awarded to this company.

EXHIBIT D

Contractor will complete the work as described in the proposal documents for the following price:

Item	Description	Total Price
1	Mobilization	_____
2	Dredging and Disposal - Primary Lagoon	_____
3	Demobilization	_____
	Total Proposal Price	\$ _____

*Please prepare a price proposal with and without the necessity of a bypass pump.

- 5. In submitting this Proposal, the Contractor certifies that he/she has read and accepted the terms and Conditions outlined in the Request for Proposal document.
- 6. The Contractor agrees to begin work immediately after receiving a written Notice to Proceed from ONWASA and all work on the project shall be completed within ninety (90) consecutive calendar days.

The undersigned is:

- 1) A corporation, incorporated in the State of _____.
- 2) A limited liability company, formed in the State of _____.
- 3) A partnership, consisting of the following partners, whose full names are:

- 4) An individual whose full name is: _____

Contractor (Firm Name)

Signature

Name and Title: _____

Date: _____ Telephone Number: _____

Address: _____ City, State Zip: _____

Exhibit 3

Toxicity Characteristic Leaching Procedure Testing Results

EXHIBIT D

Toxicity Characteristic Leaching Procedure Test Results

The Toxicity Characteristic Leaching Procedure test results will be provided through an addendum prior to the proposal due date of August 13, 2024.

EXHIBIT D

Exhibit 4

Lagoon Liner Replacement Drawings

EXHIBIT D

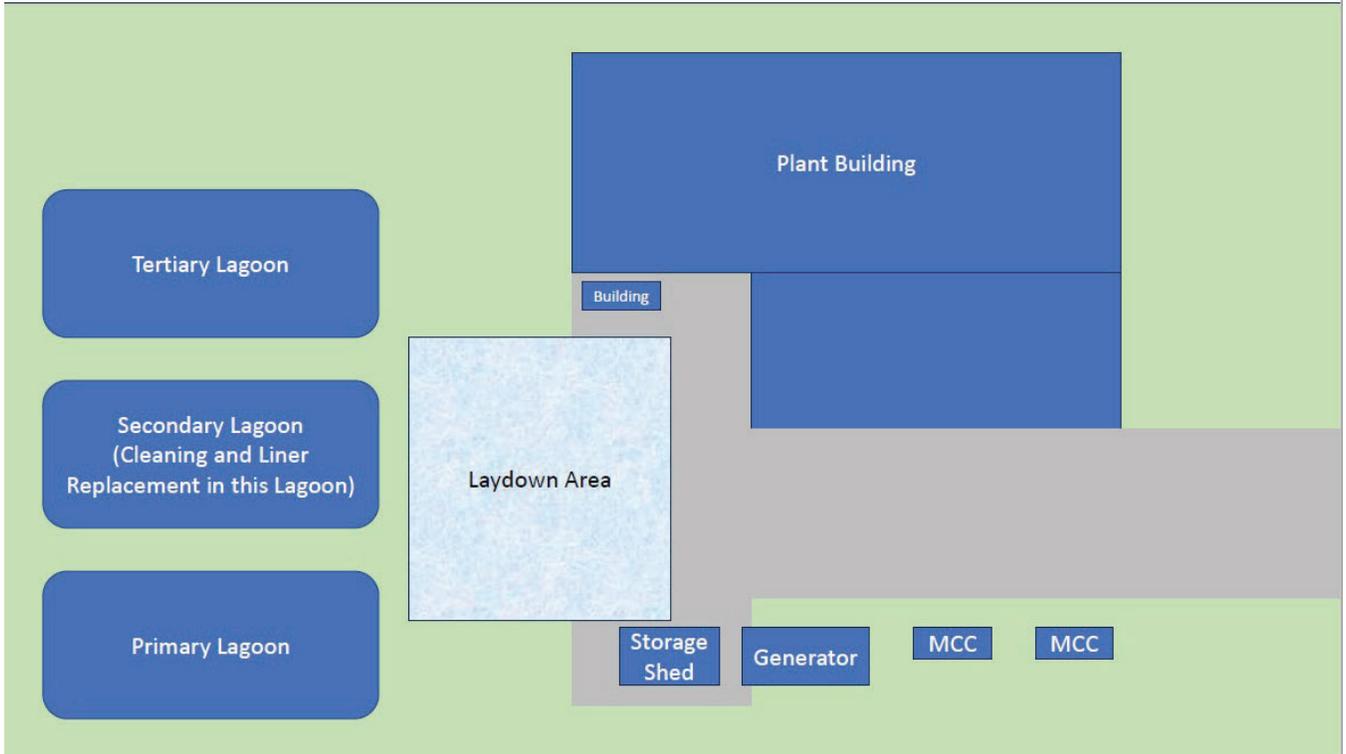


EXHIBIT D

At the Dixon WTP we will be cleaning the secondary lagoon and replacing the liner. During the project the lagoon will be isolated. We would like to use a by-pass pump with the suction line coming from the furthest point of treatment in the primary lagoon to the furthest point from the discharge on the effluent lagoon. This will allow us to continue monitoring flow out of the lagoon during the cleaning.

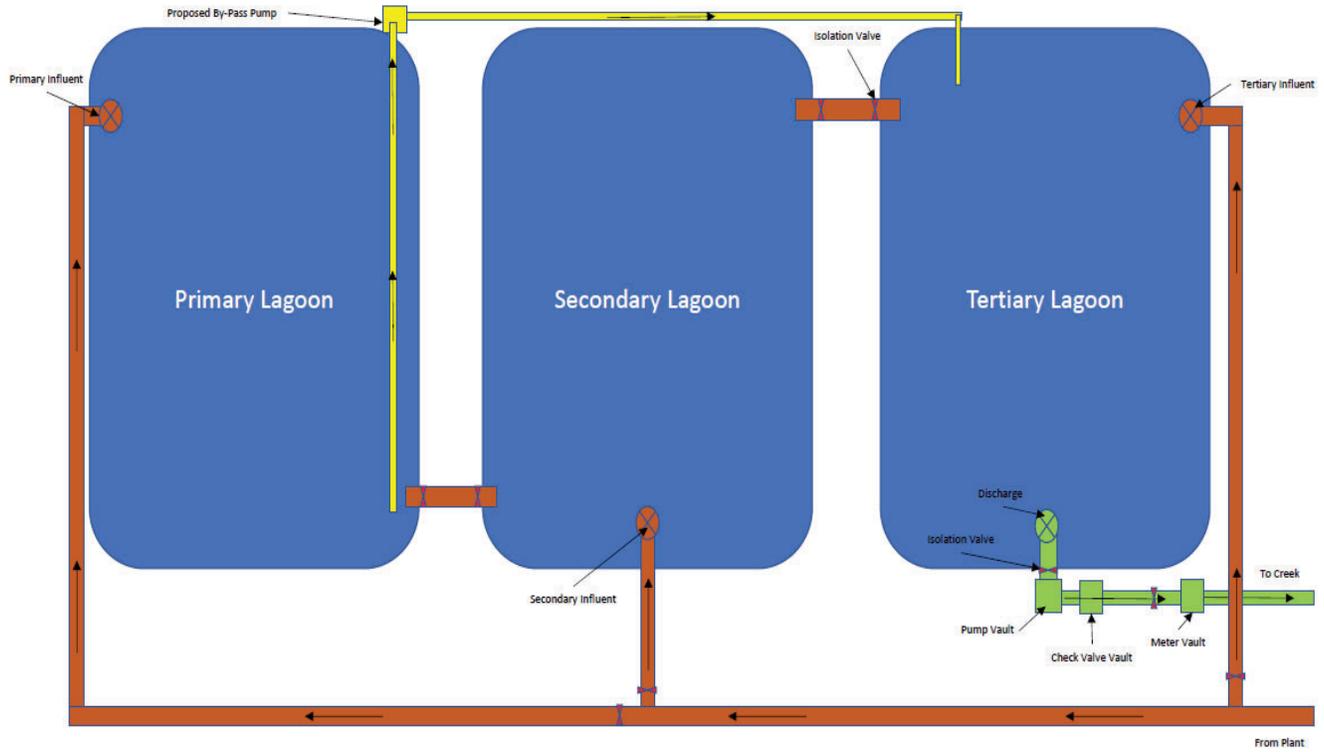


EXHIBIT D

Exhibit 5

ONWASA Standard Contract Language

EXHIBIT D

ONWASA Standard Contract Language 2024-2025 Lagoon Cleaning and Liner Replacement

THIS CONTRACT is made and entered into this the ____ day of _____, 2024, by and between **ONWASA WATER AND SEWER AUTHORITY**, a political subdivision of the State of North Carolina (hereinafter referred to as "ONWASA") and _____, a corporation duly authorized to do business in the State of North Carolina, (hereinafter referred to as "CONTRACTOR").

Request for Proposal for 2024-2025 Dixon Water Treatment Plant Lagoon Cleaning and Liner Replacement dated July 30, 2024, is attached to, and hereby incorporated into, and made part of this Contract by reference ("the Project"). Each reference to this Contract shall be deemed to include all Exhibits. Any conflict between language in the RFP and language in the main body of this Contract shall be resolved in favor of the main body of this Contract.

ARTICLE 1 **GENERAL**

- 1.1 Contractor represents and maintains that it has the necessary qualifications and expertise to assume the responsibilities and render the work described herein and has the requisite corporate authority and licenses required by law.
- 1.2 The Contractor and Contractor's employees shall provide all labor and materials needed to perform and execute the Project as set forth in the Scope of Work outlined in the Request for Proposal in accordance with Articles 2 and 3 of this Contract. No work shall be performed prior to written authorization by ONWASA. The use of subcontractors is not permitted.
- 1.3 Contractor shall exercise reasonable care and skill as might be expected from similarly situated professionals performing work of the kind required under this agreement at the time and the place where the work is rendered. The staff of the Contractor shall possess the experience, knowledge, and character necessary to qualify them to perform the particular duties to which they are assigned.
- 1.4 The Contractor's work shall be performed as expeditiously as necessary for the orderly progress of the Project.
- 1.5 Contractor and ONWASA acknowledge that the Scope of Work described within the Request for Proposal may not delineate every detail and minor Project task required to be performed by the Contractor to complete the Project authorized by the Scope of Service. If during the course of performance of the Project authorized by this Contract, the Contractor determines that the work is outside the level of those originally anticipated required, the Contractor shall notify ONWASA's designated representative in writing and obtain ONWASA approval before proceeding with the Project.
- 1.6 Upon mutual written agreement, the Project described in the Scope of Work may be modified upon negotiated additional scopes of work, compensation, time of performance, and other matters related to the Project. If ONWASA and the Contractor cannot contractually agree, ONWASA shall have the right to immediately terminate negotiations at no cost to ONWASA and to procure services from another source.
- 1.7 Contractor shall coordinate with ONWASA's designated representative prior to and during the duration of the Contract.

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ARTICLE 2 **CONTRACTOR'S RESPONSIBILITIES**

- 2.1 Contractor agrees to immediately correct any incomplete, inaccurate, or defective work at no further cost to ONWASA.
- 2.2 Contractor agrees that it shall be responsible for the proper custody and care of any property furnished for use in connection with the performance of the Project and will reimburse ONWASA for loss or damage to such property.
- 2.3 Contractor shall be solely responsible for initiating and maintaining all safety precautions in connection with the Project provided under this Contract. The contractor shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the work, or anyone for whose acts any of them may be liable, shall be remedied by the Contractor.
- 2.4 Except as otherwise required for the safety or protection of persons or property at the site or adjacent thereto all work at the site shall be performed during regular working hours.
- 2.5 The Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the contract. If the Contractor performs any work knowing or having reason to know that it is contrary to Laws or Regulations, the Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of Contractors, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such work.
- 2.6 ONWASA will provide the Contractor with such permissions as required for access to the sites where the Project shall be performed in a good and workmanlike manner and the project sites maintained reasonably free of trash and waste materials and left in same or better condition than before the Project commenced. The Contractor shall supervise and direct the project and shall be solely responsible for and in control of the means, methods, procedures, techniques and sequences of doing the Project.
- 2.7 Contractor shall maintain all records, documents, notes, and financial information related to performance of the Project in accordance with generally accepted accounting principles and practices and shall provide the ONWASA access to such information if requested. Any information, data, instruments, documents, studies or reports given to or prepared or assembled by Contractor under this Agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of ONWASA.

ARTICLE 3 **ONWASA'S RESPONSIBILITIES**

- 3.1 ONWASA shall provide Contractor with all criteria and full information as to ONWASA's requirements for the Project, including objectives and constraints.
- 3.2 The timely provision of all available information, data, reports, and records to which ONWASA has access and which are needed by the Contractor for the performance of the Project.
- 3.3 Advise Contractor of the identity and scope of work of any other service providers employed by ONWASA to perform or furnish work related to or affecting the Project.
- 3.4 ONWASA will respond within a reasonable time to the Contractor's requests for written decisions or determinations pertaining to the subject of the Contractor's work.
- 3.5 ONWASA will give prompt written notice to the Contractor whenever ONWASA becomes aware of

EXHIBIT D

any event, occurrence, condition, or circumstance which may substantially affect the Contractor's performance of its work under this Contract.

- 3.6 ONWASA shall designate a representative authorized to act on its behalf with respect to the Project. The authorized representative shall communicate decisions pertaining to documents submitted by the Contractor in order to avoid unreasonable delay in the orderly and sequential progress of the Project.
- 3.7 Prompt notice shall be given by ONWASA to the Contractor if ONWASA becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

ARTICLE 4 **INSURANCE**

- 4.1 During the performance of the Project under this Contract, the Contractor shall maintain the minimum levels of insurance shown below and is responsible for ensuring original certificates of such coverage are submitted to ONWASA directly from the insurance provider prior to the performance. Policies shall list ONWASA as additional insured on all applicable policies. All policies shall be obtained from insurance companies that are duly licensed in the State of North Carolina to issue insurance policies for the limits and coverages so required, must cover the term of the contract, and provide thirty (30) days advance written notice to ONWASA in the event of cancellation, expiration, or alteration.
 1. General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate or as otherwise specified in an addendum, whichever is greater.
 2. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 3. Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 of each occurrence.
 4. Excess Liability/Umbrella Insurance, with a limit of \$5,000,000 per occurrence.

In the event Contractor is excluded from the requirements of the North Carolina Workers Compensation Act and does not voluntarily carry workers compensation coverage, the Contractor shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents during the performance of service.

- 4.2 The provisions of this Article shall survive the expiration or termination of this Contract.

ARTICLE 5 **PAYMENTS TO THE CONTRACTOR**

- 5.1 ONWASA hereby agrees to pay to the Contractor in lawful money of the United States for the faithful performance of the Project in accordance with the Scope of Work not to exceed the proposed prices as set forth in the Proposal Pricing Form (RFP 2024 Dixon Water Treatment Plant Lagoon Cleaning) accepted and approved by the respective Water Treatment Plant Supervisor, for the completed and accepted job, subject to additions and deductions as provided in the Contract Documents. A purchase order will be issued for any contract work approved by ONWASA. It should be understood that the issuance of a purchase order does not supersede ONWASA's Standard Contract Language (RFP 2024 Dixon Water Treatment Plant Lagoon Cleaning, Exhibit C).
- 5.2 Contractor shall invoice for work satisfactorily completed. Invoices shall include all sales taxes paid relative to the Project, Purchase Order number, description of the item(s), quantities, unit price,

EXHIBIT D

extended price, freight, state and local taxes, and date of delivery. The contractor should also include any vendor invoices for materials or labor used in the completion of the related Project.

- 5.3 ONWASA may withhold payments if the work of the Contractor is defective if the Contractor fails to diligently pursue the Project with reasonable dispatch, or if the amount requested is not consistent with the level of work actually performed.
- 5.4 In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. Service charges and/or interest will not be accrued to any outstanding or overdue amounts.
- 5.5 Unless otherwise stated herein, payments are due and payable thirty (30) days from the date of the Contractor's invoice.

5.6 **Sales and Use Tax**

The following procedure in handling the North Carolina sales tax applies to this project. Contractors shall comply fully with the requirements outlined hereinafter, in order that ONWASA may recover the amount of the tax permitted under the law.

1. It shall be the Contractor's responsibility to furnish ONWASA documentary evidence showing the materials used and sales tax paid by the Contractor. Such evidence shall be transmitted to ONWASA with the invoice.
2. The documentary evidence shall consist of copies of the contractor's invoices showing total purchases of materials for each separate vendor and the total sales taxes paid by each vendor.
3. Materials used from the Contractor's warehouse stock shall be shown in a certified statement at warehouse stock prices.

ARTICLE 6

TERMINATION, SUSPENSION OR ABANDONMENT

- 6.1 Contractor acknowledges that ONWASA is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are not appropriated for the performance of ONWASA's obligations under this contract, then this contract shall automatically expire without penalty to ONWASA.
- 6.2 This Contract may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Contract through no fault of the party initiating the termination.
- 6.3 In the event of termination not the fault of the Contractor, the Contractor shall be compensated for work performed prior to termination, together with reimbursable expenses (as determined by ONWASA) then due. This shall be the exclusive remedy for termination.
- 6.4 ONWASA shall have no liability to the Contractor for any delay or damage caused by the Contractor due to suspension of the work, or due to any other delay, interruption, hindrance, or interference.
- 6.5 If termination or suspension of work occurs, the Contractor shall terminate or suspend the performance of the work on a schedule acceptable to ONWASA.
- 6.6 In the event of non-compliance of any term or terms of this contract by the Contractor, ONWASA may, at its sole option, declare the Contractor in default and terminate this contract with not less than seven days written notice. Should ONWASA terminate this contract due to the default of the Contractor, ONWASA may in addition to its other rights contract with any other party to fulfill the Contractor's obligations hereunder. The Contractor shall be liable for any increase in cost borne by ONWASA due to the default. This shall in no way limit ONWASA's right to collect any other damages, whether legal or equitable, due to the default of the Contractor.

EXHIBIT D

- 6.7 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits because of any event that is unavoidable and beyond the control of the defaulting party, including, but not restricted to, a labor stoppage, strike action or unrest, a judicial or governmental decree, regulation or other direction not the fault of the party who has been affected, the threat or initiation of any legal action, communication line failure, power failure and any natural disaster or Act of God, the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, this Agreement shall be immediately suspended. If the period of non-performance exceeds fifteen (15) days from the receipt of notice of the Force Majeure Event, ONWASA may, by giving written notice, terminate this Contract.

ARTICLE 7 **OTHER CONDITIONS OR SERVICES**

- 7.1 The terms of this contract shall control over any conflicting terms in any referenced document.
- 7.2 If any provision of the Contract shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable and the remaining provisions shall not be affected.
- 7.3 To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless ONWASA and the officers, directors, partners, employees, agents, and consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Contractors, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the Contract or the Project, including the loss of use resulting therefrom and breach of any of the successful proposer's warranties, but only to the extent caused by any negligent, reckless or intentional act or omission of Contractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Project or anyone for whose acts any of them may be liable or arising out of Contractor's breach of this Contract.
- Indemnification responsibilities created by this section shall survive and be enforceable after the contract between ONWASA and the successful proposer terminates or expires. The Contractor shall pay for the defense of any and all suits and assume all liability for any and all claims made against ONWASA or any of its officials or agents for the use of any patented process, device, or article forming a part of the articles, equipment or services furnished under this contract.
- 7.4 This Contract shall be governed by the law of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Onslow and the State of North Carolina.
- 7.5 ONWASA and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Contract. Neither ONWASA nor Contractor shall assign this Contract without the written consent of the other.
- 7.6 This Contract represents the entire and integrated agreement between ONWASA and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both ONWASA and Contractor.
- 7.7 The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 7.8 Nondiscrimination Clause. No person in the United States shall on the grounds of age, race, color, national origin, gender, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this project.

EXHIBIT D

- 7.9 Minority and Female Business Enterprise: ONWASA encourages participation from Minority and Women Business Enterprise (MWBE).
- 7.10 Except as otherwise required or provided in the Scope of Work, the Contractor will not meet or confer with any member of any federal, state, or local regulatory agency concerning the work without obtaining the prior consent of ONWASA.
- 7.11 All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

ONWASA
 Attn: Chief Financial Officer
 228 Georgetown Road
 Jacksonville, NC 28540

Contractor's Name _____
 Attn: Name _____
 Street Address _____
 City, State, and Zip _____

IN TESTIMONY WHEREOF, the parties have made and executed this Contract by authorized representatives, acting under and by virtue of the authority in them vested, and have hereunto set their hands and seals, the day and year first written above.

CONTRACTOR

ATTEST:

By: _____
 Owner/President /Signing Authority

 Secretary

(SEAL)

ON SLOW WATER & SEWER AUTHORITY

ATTEST:

By: _____
 Franky J. Howard
 Chief Executive Officer

 Heather Norris
 Clerk to the Board

(SEAL)

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

 J. Eric Adams
 Chief Financial Officer

Exhibit 6

ONWASA Vendor and Relationship Form

EXHIBIT D

Finance Office
228 Georgetown Road
Jacksonville, NC 28540

Name (as reported on your income tax return) _____

Business Name _____ Vendor# _____ (to be assigned)

Federal ID# _____ or SS# _____

Check one of the following:

Corporation Sole Proprietorship Partnership Other _____

Order Address

Payment Address

Street _____

Street _____

PO Box _____

PO Box _____

City _____

City _____

State _____

State _____

Zip Code _____

Zip Code _____

Contact Person _____

Contact Person _____

Phone Number _____

Phone Number _____

Fax Number _____

Fax Number _____

Terms _____

Discount _____

E-Mail Address _____

Are you related to or have a professional relationship with any ONWASA employee? Yes No
(If you answered yes, a Relationship Vendor form will have to be completed before any payments can be made.)

Are you a minority business enterprise? Yes No

If you answered yes, please check the appropriate box:

African-American Hispanic

American Indian Female

Asian American

Socially and economically disadvantaged as defined in 15 U.S.C. 637

Product(s) and/or Service(s)

Please list the type product(s) and/or service(s) that your company can provide:

Signature: _____

Title: _____

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Onslow Water & Sewer Authority

228 Georgetown Road
Jacksonville, NC 28540

Relationship Vendor Form

If you are related to or have a professional relationship with any employee of Onslow Water and Sewer Authority, this form must be completed and returned to the finance office before any payments will be made.

Vendor Information:

Name: _____

Address: _____

Related ONWASA employee: _____

Relationship to employee: _____

We agree that our relationship will not hinder or corrupt our professional relationship with Onslow Water & Sewer Authority.

Vendor Signature

Date

ONWASA Employee Signature

Date

Onslow Water and Sewer Authority is aware and understands these parties have a relationship with each other. The decision to authorize the use of this vendor was not influenced in any manner by the relationship referenced above.

Department Head

Date

Finance Officer

Date

Exhibit 7

E-Verify Affidavit

EXHIBIT D

E-Verify Affidavit

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity identified as the "Employer") after first being duly sworn hereby swears or affirms as follows:

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State.

Employer employs the following number of employees in this State (check which is applicable):

- a. Less than 25 _____ b. Between 25 and 100 _____
c. Between 100 and 500 _____ d. 500 or more _____

- 4. Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer for specified contracts subject to E-Verify entered into with the Onslow Water & Sewer Authority Employer.

This _____ day of _____, _____.

Signature of Affiant

Print or Type Name: _____

State of _____ County of _____

Signed and sworn to (or affirmed) before me, this the _____

day of _____, _____.

My Commission Expires:

Notary Public Signature

(Affix Official/Notarial Seal)



**Dixon Water Treatment Plant
Secondary Lagoon Cleaning and Liner Replacement
Formal Request for Proposal # 2024-25DixonLagoon**

**ADDENDUM #1
August 14, 2024**

TO ALL RESPONDENTS:

The original bid opening failed to produce the number of bids required. The request for bids has been re-advertised for bids. The new bid opening date is Wednesday, August 28, 2024 with a mandatory site visit on Tuesday, August 20, 2024.

END OF ADDENDUM #1



**Dixon Water Treatment Plant
Secondary Lagoon Cleaning and Liner Replacement
Formal Request for Proposal # 2024-25DixonLagoon**

**ADDENDUM #2
August 15, 2024**

TO ALL RESPONDENTS:

The addendum includes the TCLP analysis that was performed on the sludge from the secondary lagoon. The results are attached.

END OF ADDENDUM #2

CHEMICAL BID TABULATION

RFB# 2024-25C 6 MONTHS

9/10/2024 10:00

BIDDER	LIQUID SODIUM HYPOCHLORITE (Bleach) 12.5% Mini Bulk delivery by pumper truck	LIQUIFIED HYDROFLUOROSILIC ACID delivered mini bulk by pumper truck	ORTHOPHOSPHATE delivered mini bulk by tank wagon or straight truck	SODIUM PERMANGANATE mini bulk
Brenntag Mid-South	No Bid	No Bid	No Bid	No Bid
Amerochem	2.68	3.60	11.16	1.26 / lb
Univar	No Bid	3.75	No Bid	No Bid
Water Guard	2.92	4.60	12.00	1.86 / lb
Shannon Chemical	No Bid	No Bid	15.37	1.90 / lb

EXHIBIT F

Present:

Eric Adams, CFO

Matthew Padgett COO

Ananda Ramirez Finance + Purchasing Admin

EXHIBIT E

Exhibit 1 **BID QUOTATION FORM** Prices to be In Effect from 9/19/24 – 3/18/2025

PRODUCT:

1. LIQUID SODIUM HYPOCHLORITE 12.5% Concentration Mini Bulk delivery by straight truck (with box no longer than 30' with 150' hose) within 4 days of order for the sites listed below.

Estimated 6 Month quantity – 55,400 gallons

Price per gallon \$2.68

Location	Street Address	City/State	Zip Code
Hubert Water Treatment Plant	374 Hubert Blvd.	Hubert NC	28539
Dixon Water Treatment Plant	6661 Wilmington Hwy	Jacksonville NC	28540
Northwest Water Reclamation Facility	189 Mills Field Road	Richlands NC	28574
Summerhouse Water Reclamation Facility	311 Holly Ridge Rd	Holly Ridge NC	28445
North Topsail Wastewater Treatment Plant	1095 Hwy 210	Sneads Ferry NC	28460
Webb Creek Wastewater Treatment Plant	250 Zachary Lane	Hubert NC	28539
Black Creek Well #1	2620 Catherine Lake Rd	Richlands NC	28574
Black Creek Well #2	2400 Catherine Lake Rd	Richlands NC	28574
Black Creek Well #4	482 Firetower Rd	Jacksonville NC	28540
Black Creek Well #5	441 Cowhorn Rd	Richlands NC	28574
Black Creek Well #6	630 Franktown Rd	Richlands NC	28574
Black Creek Well #8	731 Firetower Rd	Jacksonville NC	28540
Black Creek Well #9	5237 Gum Branch Rd	Jacksonville NC	28540
Black Creek Well #10	267 Northwest Bridge	Richlands NC	28574
Black Creek Well #11	111 Old Northwest Bridge Rd	Richlands NC	28574
Black Creek Well #12	160 Gregory Fork Rd	Richlands NC	28574
Black Creek Well #13	1156 Ramsey Rd	Jacksonville NC	28540

2. LIQUIFIED HYDROFLUOROSILICIC ACID Bulk Delivery

Delivered to:

Location	Street Address	City/State	Zip Code
Hubert Water Treatment Plant	374 Hubert Blvd.	Hubert NC	28539
Dixon Water Treatment Plant	6661 Wilmington Hwy	Jacksonville NC	28540

Estimated 6 Month Quantity – 4,500 gallons

Price per gallon \$3.60

EXHIBIT E

3. ORTHOPHOSPHATE - Mini Bulk delivery by straight truck (box no longer than 30' with 150' hose)

Estimated 6 Month Quantity – 11,800 gallons

Delivered to: Each plant and well site listed below and within 4 days of order

Price per gallon \$ 11.16

Location	Street Address	City, State	Zip Code
Hubert Water Treatment Plant (WTP)	374 Hubert Blvd.	Hubert, NC	28539
Dixon Water Treatment Plant (WTP)	6661 Wilmington Hwy	Jacksonville, NC	28540
Black Creek Well #1	2620 Catherine Lake Rd	Richlands NC	28574
Black Creek Well #2	2400 Catherine Lake Rd	Richlands NC	28574
Black Creek Well #4	482 Firetower Rd	Jacksonville NC	28540
Black Creek Well #5	441 Cowhorn Rd	Richlands NC	28574
Black Creek Well #6	630 Franktown Rd	Richlands NC	28574
Black Creek Well #8	731 Firetower Rd	Jacksonville NC	28540
Black Creek Well #9	5237 Gum Branch Rd	Jacksonville NC	28540
Black Creek Well #10	267 Northwest Bridge	Richlands NC	28574
Black Creek Well #11	111 Old Northwest Bridge Rd	Richlands NC	28574
Black Creek Well #12	160 Gregory Fork Rd	Richlands NC	28574
Black Creek Well #13	1156 Ramsey Rd	Jacksonville NC	28540
Black Creek Well #R2	201 W Frank ST	Richlands NC	28574

4. SODIUM PERMANGANTE 20% Concentration

Delivered to:

Location	Street Address	City/State	Zip Code
Hubert Water Treatment Plant	374 Hubert Blvd.	Hubert NC	28539
Dixon Water Treatment Plant	6661 Wilmington Hwy	Jacksonville NC	28540

Estimated 6 Month Quantity –

12,000gallons

Price per pound \$ 1.26

Note: All costs are to include fuel surcharges and delivery charges must be included in price and all chemicals or materials must be delivered and unloaded unassisted.

EXHIBIT E

Addendum No. _____ Date Received _____ Signature: _____

Addendum No. _____ Date Received _____ Signature: _____

Addendum No. _____ Date Received _____ Signature: _____

By signing this Bid Quotation Form the undersigned agrees that:

A. The undersigned will provide all necessary tools, machinery, apparatus and all means necessary to complete each delivery unassisted by plant personnel and in accordance with industry standards.

B. The bid does not include applicable North Carolina Sales and/or Use Tax.

C. The undersigned acknowledges that it is the intention of ONWASA to award contract(s) on the basis of bids received and in such a manner as they may believe to be in the best interest of ONWASA.

D. The undersigned hereby certifies that this bid is made in good faith and without collusion or connection with any other person bidding on this proposal and that no official or employee of Onslow Water & Sewer Authority will be admitted to any share of part of the contract or benefit therefrom if the contract is awarded to this company.

Amerochem Corporation
Company Name

Paula E Whitman
Full signature of authorized bidder representative

Vice President
Full title of representative

Acknowledged before me, a Notary Public in and for the State of North Carolina, County of

Craven this 9th day of September, year 2024 by
the above named.

My Commission expires:

PAULA SUSAN WHITFIELD
NOTARY PUBLIC
Craven County
North Carolina
My Commission Expires April 16, 2025

Paula Susan Whitfield
Notary Public

EXHIBIT E

EXHIBIT E

Exhibit 2

Onslow Water & Sewer Authority
Finance Office
228 Georgetown Road
Jacksonville, NC 28540
Fax (910) 455-2504

Name (as reported on your income tax return) Amerochem Corporation

Business Name Amerochem Corporation Vendor# (to be assigned)

Federal ID# 56-1687528 or SS#

Check one of the following:

[x] Corporation [] Sole Proprietorship [] Partnership [] Other

Street 1885 Old Airport Rd. Street

PO Box PO Box 3009

City New Bern City New Bern

State NC State NC

Zip Code 28502 Zip Code 28504

Contact Person Paula Norman Contact Person Victoria Smith

Phone Number (252) 634-9344 Phone Number (252) 634-9344

Fax Number (252) 634-4154 Fax Number (252) 634-4154

Terms Net 30 Days Discount

E-Mail Address Amerochem@amerochem.com

Are you related to or have a professional relationship with any ONWASA employee? Yes [x] No
(If you answered yes, a Relationship Vendor form will have to be completed before any payments can be made.)

Are you a minority business enterprise? Yes [x] No

If you answered yes, please check the appropriate box:

- [] African American
[] Hispanic
[] Asian American
[] American Indian
[] Female
[] Socially and economically disadvantaged as defined in 15 U.S.C. 637

Product(s) and/or Service(s)

Please list the type of product(s) and/or service(s) that your company can provide:

Amerochem provides drinking water and wastewater treatment chemicals as well as some industrial chemicals. We offer technical support/assistance as need on the wide variety of chemicals we provide.

Signature: [Signature]

Title: Vice President

EXHIBIT E

Onslow Water & Sewer Authority
Finance Office
228 Georgetown Road
Jacksonville, NC 28540
Fax (910) 455-2504
Relationship Vendor Form

If you are related to or have a professional relationship with any employee of Onslow Water and Sewer Authority, this form must be completed and returned to the finance office before any payments will be made.

Vendor Information:

Name: _____

Address: _____

Related ONWASA employee: _____

Relationship to employee: _____

N/A

We agree that our relationship will not hinder or corrupt our professional relationship with Onslow Water & Sewer Authority.

Vendor Signature

Date

ONWASA Employee Signature

Date

Onslow Water & Sewer Authority is aware and understands these parties have a relationship with each other. The decision to authorize the use of this vendor is not influenced in any manner by the relationship referenced above.

Department Head

Date

Finance Officer

Date

EXHIBIT E

Exhibit 4
E-VERIFYAFFIDAVIT

I, Paula Norman (the individual attesting below), being duly authorized by and on behalf of Amerochem Corporation (the entity identified as the "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State.

Employer employs the following number of employees in this State (check which is applicable):

- a. Less than 25 _____ b. Between 25 and 100
- c. Between 100 and 500 _____ d. 500 or more _____

4. Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer for specified contracts subject to E-Verify entered into with the Onslow Water & Sewer Authority Employer.

This 9th day of September, 2024.

Paula Norman
Signature of Affiant

Print or Type Name: PAULA NORMAN

State of North Carolina County of Craven

Signed and sworn to (or affirmed) before me, this the 9th

day of September 2024

My Commission Expires:

PAULA SUSAN WHITFIELD NOTARY PUBLIC Craven County North Carolina My Commission Expires April 16, 2025

Paula Susan Whitfield

Notary Public

(Affix Official/Notarial Seal)

**STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE**

Funding Offer and Acceptance

Legal Name and Address of Award Recipient

Onslow Water and Sewer Authority
228 Georgetown Road
Jacksonville, NC 28540

Project Number: SRF-D-LSL-0028

Assistance Listing Number: 66.468
Unique Entity ID Number: J47ELEAMLTk1

Funding Program

Drinking Water	<input checked="" type="checkbox"/>	Additional Amount for Funding Increases	Previous Total	Total Offered
Stormwater	<input type="checkbox"/>			
Wastewater	<input type="checkbox"/>			
BIL-DWSRF-LSLR Fund - Repayable Loan	<input checked="" type="checkbox"/>	--	--	\$400,000
BIL-DWSRF-LSLR Fund - Principal Forgiveness	<input checked="" type="checkbox"/>	--	--	\$600,000
State Reserve Loan	<input type="checkbox"/>			
State Reserve Grant	<input type="checkbox"/>			
State Reserve Earmark (S.L. 2023-134)	<input type="checkbox"/>			
American Rescue Plan Act - Choose an item.	<input type="checkbox"/>			

Project Description:

ONWASA Lead Service Line Inventory

Total Financial Assistance Offer: \$1,000,000
Total Project Cost: \$1,000,000
Estimated Closing Fee:** \$20,000
For Loans
Interest Rate: 0% Per Annum
Maximum Loan Term: 5 Years

* Federal conditions and requirements will also apply to S.L. 2023-134 projects co-funded with federal funds.
 ** Estimated closing fee calculated based on grant and loan amount.

Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance.

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina:

**Shadi Eskaf, Director, Division of Water Infrastructure
North Carolina Department of Environmental Quality**

DocuSigned by:

Stephanie Suter

on behalf of Shadi Eskaf

8/22/2024

Signature

Date

On Behalf of:

Onslow Water and Sewer Authority

Name of Representative in Resolution:

Title (Type or Print):

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the attached Assurances and the Standard Conditions.

Signature

Date

9.20.24

APPLICABLE STANDARD CONDITIONS***Project Applicant: Onslow Water and Sewer Authority****Project Numbers: SRF-D-LSL-0028**

1. **Social Authorities:** Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act, The Age Discrimination Act of 1975, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, and Equal Employment Opportunity (Executive Order No 11246, as amended) which prohibits activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, religion, sex, sexual orientation, gender identity, or national origin.
2. **Environmental Authorities:** National Environmental Act, National Historic Preservation Act, Archeological and Historic Preservation Act, Protection of Wetlands, Flood Plain Management, Farmland Protection Policy Act, Coastal Zone Management Act, Coastal Barriers Resources Act, Wild and Scenic Rivers Act, Endangered Species Act, Essential Fish Habitat and the Safe Drinking Water Act applicability will be determined upon submittal of an Environmental Information Document (EID) during the Engineering Report review process.
3. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The applicant shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.
4. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.
5. Debarment and Suspension, Executive Order No. 12549: Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: <http://www.sam.gov>. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
6. The construction contract(s) requires the contractor to adhere to Davis Bacon and Related Acts Provisions and Procedures as listed in the Code of Federal Regulations Chapter 29 Part 5 Section 5 (29 CFR 5.5). Public Law pertaining to this is also enacted in Title 40, United States Code, Subtitle II Section 3141 through Section 3148.
7. As required by H.R. 3547, "Consolidated Appropriations Act, 2014" Section 436, Division G, Title IV, this project is subject to American Iron and Steel provisions. The State provides detailed requirements to be included in the construction contract specifications.
8. Section 603(d)(1)(E) of the Federal Water Pollution Control Act requires subject projects to develop and implement a Fiscal Sustainability Plan (FSP) for projects that involve the repair, replacement or expansion of publicly owned treatment works. Note that FSPs are not required for new treatment works. The certification provided must be submitted regarding compliance with this section of the Act.
9. Section 602(b)(14) of the Clean Water Act requires projects receiving CWSRF funding to comply with Federal engineering procurement guidelines. The State provides a certification form that must be completed prior to receiving funds for any engineering services covered under this funding offer.

10. Pursuant to 2 C.F.R. § 200.216, subrecipients cannot obligate SRF funds to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services (as described in Public Law 115-232, Section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

**Note: 1 does not require anything to be submitted. 8 and 9 apply to the CWSRF only. Details on all of these conditions can be found the EPA Cross-Cutter handbook.*

ASSURANCES**Project Applicant: Onslow Water and Sewer Authority****Project Numbers: SRF-D-LSL-0028**

1. The Applicant intends to construct the project or cause it to be constructed to final completion in accordance with the Application approved for financial assistance by the Division.
The recipient acknowledges that in the event a milestone contained in the most recent Clean Water State Revolving Fund Intended Use Plan and/or the Letter of Intent to Fund is missed, the Department of Environmental Quality will rescind this Funding Offer.
2. The Applicant is responsible for paying for the costs ineligible for SRF funding.
3. The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.
4. As of the acceptance of this Funding Award Offer, steps A-D in the SRF Guidance will be complete. These Assurances, likewise, incorporate the most recent version of the SRF Guidance, and the Applicant hereby certifies by accepting this Funding Award Offer that it will adhere to the subsequent steps in the SRF Guidance document. The remaining steps generally govern project design, bidding, contracting, inspection, disbursements, closeout and repayment.
5. The Applicant will provide and maintain adequate engineering supervision and inspection.
6. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three years following completion of the project.
7. All SRF funds loaned shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.
8. The applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.
9. The applicant acknowledges that loan funds contained in this Funding Offer require approval from the North Carolina Local Government Commission before they can be disbursed.

Date: August 22, 2024

INVOICE

**NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE**

Payable to: NC/DEQ-DWI

Mail to: Attention: Business Office
Division of Water Infrastructure
1633 Mail Service Center
Raleigh, NC 27699-1633

Bill to: Mr. Franky J. Howard, CEO
Onslow Water and Sewer Authority
228 Georgetown Road
Jacksonville, NC 28540

Item: 2% Closing Fee for SRF Project No. SRF-D-LSL-0028

Loan Amount: \$ 1,000,000

Closing Fee Amount: \$ 20,000

AMOUNT DUE: \$ 20,000

*****PAYMENT IS DUE BEFORE PAY REQUEST SUBMITTAL *****

FOR USE OF DIVISION OF WATER INFRASTRUCTURE

Deposit to Fund _____ Amount Paid _____

EXHIBIT F

RESOLUTION BY ONSLow WATER & SEWER AUTHORITY (ONWASA) BOARD OF DIRECTORS

WHEREAS, the Bipartisan Infrastructure Law (BIL) of 2021 and North Carolina General Statute (NCGS) 159G have authorized the making of loans to aid eligible, drinking-water system owners in financing the cost of inventorying and replacing lead service lines; and

WHEREAS, the North Carolina Department of Environmental Quality has offered a Drinking Water State Revolving Fund – Lead Service Line Replacement (DWSRF-LSLR) loan in the amount of \$1,000,000 to complete the required inventory, finding and replacing lead service lines and/or lead connectors, hereafter referred to as the “Project”; and

WHEREAS, the Onslow Water and Sewer Authority intends to conduct said Project in accordance with a scope of work that was approved by the North Carolina Division of Water Infrastructure,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ONSLOW WATER AND SEWER AUTHORITY:

That Onslow Water and Sewer Authority does hereby accept the DWSRF-LSLR loan offer in the amount of \$1,000,000.00; and

That the Onslow Water and Sewer Authority does hereby give assurance to the North Carolina Department of Environmental Quality that they will adhere to all applicable items specified in the standard “Conditions” and “Assurances” of the Department’s funding offer, awarded in the form of a loan; and

That Franky J. Howard, Chief Executive Officer, and successors so titled, is hereby authorized and directed to furnish such information, as the appropriate State agency may request, in connection with such application or the Project; to make the Assurances as contained above; and to execute such other documents as may be required in connection with the application; and

That the Onslow Water and Sewer Authority has complied substantially or will comply substantially with all Federal, State and local laws, rules, regulations, and ordinances applicable to the Project, and to Federal and State grants and loans pertaining thereto.

EXHIBIT F

Adopted this the 19th day of September 2024 at Jacksonville, North Carolina.

ONslow WATER & SEWER
AUTHORITY BOARD OF
DIRECTORS

A handwritten signature in black ink, appearing to read 'MR Bennett', written over a horizontal line.

Michael R. Bennett, Chairman

EXHIBIT F

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Heather Norris, Clerk to the Board of ONWASA, does hereby certify: That the above/attached resolution is true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the ONWASA Board of Directors duly held on the 19th day of September 2024, and, further that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of September 2024.


Heather W. Norris, Clerk to the Board



**ONSLow WATER & SEWER AUTHORITY
LEAD SERVICE LINE PROJECT
DRINKING WATER STATE REVOLVING FUND LOAN
PROJECT # SFR-D-LSL-0028**

PROJECT ORDINANCE

BE IT ORDAINED by the Board of Directors of Onslow Water & Sewer Authority (ONWASA) that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Lead Service Line Inventory Project is hereby adopted:

Section I.

On September 21, 2023, the board approved a resolution to apply for a Drinking Water State Revolving Fund (DWSRF) low-interest loan for the Lead Service Line Inventory Project. The funding will assist Onslow Water & Sewer Authority in the comprising and identifying lead service lines for replacement to comply with the U.S. Environmental Protection Agency's (EPA's) Lead and Copper Rule Revision (LCRR).

On August 22, 2024, NCDEQ Division of Water Infrastructure offered a \$1,000,000 loan from the DWSRF BIL Lead Service Replacement Funds to assist with comprising and identifying any lead service lines in the system. Sixty percent (60%) of the loan \$600,000 will be forgiven and the remainder will be repayable at 0.00% interest will be financed by the Drinking Water State Revolving Fund (DWSRF) Loan.

Section II.

The officers of Onslow Water & Sewer Authority are hereby directed to proceed with Lead Service Line Project.

Section III.

The following revenue is anticipated to be available to complete the project:

DWSRF – Lead Service Line Forgiven	\$ 600,000
DWSRF – Lead Service Line Loan	\$ 400,000
Total	<u>\$1,000,000</u>

Section IV.

The following amounts are appropriated for the project:

Professional Services, Admin.	\$ 562,000
Construction	\$ 438,000
Total	<u>\$1,000,000</u>

EXHIBIT F

Section V.

The Finance Officer is hereby directed to maintain within the Water & Sewer Fund sufficient specific detailed accounting records to provide the accounting required by federal and state regulations and in accordance with generally accepted accounting procedures.

Section VI.

The Finance Officer is directed to report monthly on the financial status of the project and on the total revenues received.

Section VII.

The Budget Officer is directed to include an analysis of past and future cost and revenues on this project as a part of every budget submission made to this Board.

Section VIII.

Copies of this Lead Service Line Project Ordinance shall be made available to the Budget Officer for direction in carrying out these projects.

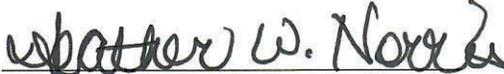
Adopted this 19th day of September 2024.

ONslow WATER & SEWER
AUTHORITY BOARD OF
DIRECTORS





Michael R. Bennett, Chairman



Heather Norris, Clerk to the Board

EXHIBIT F

Project Ordinance
Lead Service Line Project
Budget Amendment
September 19, 2024

Budget Amendment Fund 42

Department Number	General Ledger Name	General Ledger Number	Amount
	Revenue – DWSRF – Lead Service Line Forgiven	3809570	\$600,000
	Revenue – DWSRF – Lead Service Line Loan	3809580	\$400,000
8211	Expenditure – Professional Services	8209600	\$562,000
8211	Expenditure – Construction	8255800	\$438,000