

REQUEST FOR PROPOSALS

Roanoke Rapids Sanitary District Roanoke Rapids, North Carolina

A FULL-SERVICE LAND APPLICATION PROGRAM for WASTEWATER TREATMENT BIOSOLIDS



Issued by:

**Roanoke Rapids Sanitary District
1000 Jackson Street
Roanoke Rapids, North Carolina 27870**

www.rrsd.org

April 2021

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NOTICE OF REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that the PROCESSOR, Roanoke Rapids Sanitary District (hereinafter referred to as "District"), requests Full Service Land Application Program proposals for the management of biosolids processed at the Roanoke Rapids Wastewater Treatment Plant (the Plant) and will receive such proposals in the office of and addressed to:

Roanoke Rapids Sanitary District

1000 Jackson Street

Roanoke Rapids, NC 27870

ATTENTION: Dan Brown, CEO

THE PROPOSAL WILL BE RECEIVED

UP TO THE HOUR OF 2:00 P.M., May 28, 2021

A **MANDATORY** PRE-PROPOSAL SITE VISIT WILL BE REQUIRED PRIOR TO:

May 28, 2021 AT:

Wastewater Treatment Plant

135 Aqueduct Rd., Weldon, NC 27890

All proposals must include a proposal bond in the amount of 10% of the annual contract amount and consent of surety, agreeing that, in the event of the award of a contract, a performance bond will be furnished in the amount equal to 100 percent of the annual contract amount as outlined in the Specific Provisions.

Proposers must include with their proposals a Certificate of Insurance showing coverage limits as outlined in Specific Provisions. The selected Proposer shall procure, maintain, and keep this coverage in force at all times during the term of the contract at the Proposer's sole expense.

The work to be done is more particularly described in the District's Information For Proposers, Specific Provisions and proposed contract language set forth in the Appendix A to the Request For Proposals. Copies of the Request For Proposals are available from the District at the above-referenced address or by calling Dan Brown at **(252) 537- 9137**. The general scope of the work includes the land application of biosolids generated at the District's Roanoke Rapids WWTP.

All proposal forms must be properly executed and submitted as part of the proposal. The District reserves the right to reject any or all proposals.

The successful Proposer, and any sub-Proposer under him, shall be required to ensure that minority and women business enterprises will be provided equal opportunity to submit proposals for sub-Proposers to the maximum extent feasible. Further, there shall be no discrimination in employment practices on the basis of race, religious creed, color, national origin, ancestry, age, handicap, medical condition, marital status, sex, or any other protected class.

By: R. Danieleley Brown, PE

Title: CEO

Date: April 19, 2021

INFORMATION FOR PROPOSERS

1. SCOPE

The successful Proposer shall furnish all permits, materials, equipment and labor necessary for performing all work for sampling and testing, loading, transporting and land application of biosolids produced by the wastewater treatment plant for a ONE-year period commencing on or about July 1, 2021 and ending on June 30, 2022 in accordance with the Proposer's Scope of Services.

The Proposer shall be responsible for obtaining all applicable permits for biosolids land application. A listing of all applicable permits will be submitted at the time of proposal submittal to the District. This listing shall include the following information: permit number, issuing agency, issue date and expiration date.

The Proposer shall keep and maintain records which will enable the District, as well as the Proposer, to ascertain and determine clearly and accurately the total volume of all biosolids removed from the wastewater treatment plant. The method of record keeping shall be proposed by the Proposer and subject to District approval. Records shall conform to those required under federal, state, and local regulations relating to biosolids.

2. ESTIMATED QUANTITIES

Anticipated quantities are estimated to be 3 million gallons plus 100 cubic yards (dry cake/dewatered) per year. The Proposer will be responsible for handling 100% of the daily production. The successful Proposer shall remove the total actual quantities produced at the District's wastewater treatment plant in accordance with federal, state, and local regulations.

3. PROPOSAL ADMINISTRATION

For any questions regarding the project or Request for Proposals (RFP) the Proposer shall contact the designated representative of the District for guidance or direction of matters of interpretation or problems regarding the terms, conditions, or specifications.

Individuals at the District's wastewater treatment plant may be designated as authorized representatives of the District. However, they are not authorized to change, amend, or interpret the specific terms, conditions, or provisions of the agreement. Any questions regarding the RFP or agreement must be submitted in writing at least five (5) days prior to the submittal date for proposals and directed to the Dan Brown, CEO. All responses will be issued in the form of formal addendum directed to all prospective Proposers.

4. PRE-PROPOSAL SITE VISIT

A **mandatory** pre-proposal site visit shall be made prior to May 28, 2021 at the Wastewater Treatment Plant. At that time Proposers should familiarize themselves with any conditions which may affect performance and proposal prices. Submission of a proposal will be prima facie evidence that the Proposer did, in fact, make a site inspection and is aware of all conditions affecting performance and proposal prices. Please contact Steven Ellis, ORC, at (252) 536-4884 to schedule site visit. Proposals will not be accepted from any firm which does not conduct a pre-proposal site visit.

5. TIMING

The successful Proposer shall commence biosolids removal work under this contract within 30 days after receiving written Notice to Proceed from the District.

The Proposer 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.

A summary schedule of the major activities associated with this full-service procurement process is presented below:

Issue RFP's to Proposers	<u>April 29, 2021</u>
Pre-Proposal Site Visit	Prior to <u>May 28, 2021</u>
Proposal Submittal	<u>May 28, 2021 at 2:00 PM EST Deadline</u>
Evaluation of Proposals	<u>June 1, 2021 through</u> <u>June 7, 2021</u>
Notification of Selected Proposer	<u>June 9, 2021</u>

6. ADDENDA

Any Addendum issued prior to the date set forth for proposal submittal, forming a part of the documents purchased by the Proposer for the preparation of his proposal, shall be covered in the proposal and shall be made a part of the contract. It is the responsibility of the Proposers to be aware of information issued in the form of addendum. Receipt of any and all addenda issued shall be acknowledged in proposal submittals.

7. 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 the Contract Documents, or finds discrepancies in or omissions from the Contract Documents, he may submit to the District a request for an interpretation or correction thereof. Any interpretation or correction of the documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving the RFP Documents. The District will not be responsible for any other explanations or interpretations of the documents. Receipt of Addenda shall be noted on the proposal form.

8. WITHDRAWAL OF PROPOSAL

Any Proposer may withdraw his proposal, either personally, or by written request, at any time prior to the scheduled closing time for receipt of proposals. Proposal shall remain valid for a period of ninety (**90**) days after submittal.

9. AWARD OR REJECTION OF PROPOSALS

The contract will be awarded to the best responsive responsible Proposer complying with these instructions and with the Notice of Request for Proposals. Award of the contract will be based on the evaluation criteria set forth in the section entitled "**PROPOSAL EVALUATION CRITERIA**" beginning on page 31 of this Request for Proposals. The District, however, reserves the right to accept or reject any or all proposals if it may deem it to be in the best interest for the public good, and to waive any informality in the proposals received.

10. DURATION OF CONTRACT

The successful Proposer shall enter into a written contract binding all the terms, conditions, and provisions of the Specifications defined herein and associated Contract Documents. The initial contract period will be one year.

11. OPTION TO EXTEND

The specific timeframe for the contract document shall be limited to one [1] year at which time the contract shall be automatically renewed upon issuance of a referencing Purchase Order by the District and acceptance of same by the successful Proposer. Within the contract document shall be a specific cancellation clause, which indicates procedures which the District may take for cancellation of the contract.

12. PRICE ADJUSTMENTS

There may be an annual adjustment in the price paid for the services provided by the Proposer on the anniversary date of the contract, as mutually agreed to. The first adjustment date shall be July 1, 2022 and shall be repeated at the end of each twelve months thereafter. The adjustment basis will be the percent increase or decrease in the Consumer Price Index for All Urban Consumers (CPI-U) as published by the U.S. Department of Labor. The adjustment calculation will equal multiplying the percent increase or decrease in the CPI-U over the most recent twelve months reported times the current unit price and adding or subtracting the adjustment to the price used during the previous twelve months.

13. PAYMENTS

Payment requests shall be made for biosolids removed at the end of each monthly period in which biosolids were removed. Payment will be determined by multiplying the unit contract price, for the appropriate rate, by the actual quantity of biosolids removed. Quantities will be determined by the flow meter at the truck fill station, which is calibrated by a third-party contractor on a quarterly basis. If a more efficient system is devised, it will be reviewed for possible approval by the DISTRICT. Payment terms shall be net thirty (30) from the date of invoice. Any dispute between the successful Proposer and the District concerning the whole or a part of a particular payment request shall be resolved between the Proposer and the District prior to submittal of an invoice for payment.

14. CANCELLATION OF CONTRACT

Termination of the contract shall be in accordance with Section 9 of the attached AGREEMENT.

15. 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 which 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, the party who has not been so affected may, by giving written notice, terminate this Agreement.

16. ASSIGNMENT OF CONTRACT

The agreement resulting from this procurement may not be assigned by either party in whole or in part without written consent of the other, which shall not be unreasonably withheld; provided, however, that (i) Proposer may not assign this agreement to any affiliate of Proposer without approval of the District; which approval shall not be unreasonably withheld, and upon forty-five (45) days prior written notice to the District or (ii) Proposer may assign this agreement to person which is not an affiliate of Proposer upon forty-five (45) days prior written notice to the District and subject to the approval of the District, which approval shall not be unreasonably withheld or delayed. If, in whole; or a part of this Contract is assigned, the Proposer shall require each sub-Proposer to carry insurance of the same kinds and in like amounts as carried by the prime Proposer. In addition, Proposer may, without violating the covenants contained in this Article, consolidate with or merge into another corporation, or permit one or more other corporations to consolidate with or merge into it, or sell or otherwise transfer to another corporation all or

substantially all of its assets as a corporation and thereafter dissolve, provided that the surviving, resulting or transferee corporation, as the case may be, (i) hereunder, and (ii) has a net worth immediately after such transaction at least equal to ninety percent (90%) of that of Proposer immediately prior thereto.

SPECIFIC PROVISIONS

1. PROPOSER SCOPE OF SERVICES

The scope of work required of the Proposer is to accept, load, transport, land-apply, monitor, and perform required regulatory agency testing and reporting associated with land application of the District's biosolids. The District processes anaerobic digested/lime stabilized biosolids at the Plant. The estimated quantities of biosolids for this contract are 3,000,000 gallons plus 100 cubic yards (dry cake) per year.

The initial make-up of the biosolids is a mixture of raw primary biosolids and waste activated biosolids. The biosolids mixture is thickened and stabilized by lime addition to pH 12 to comply with permit requirements. The digested biosolids are blended with the primary/waste activated biosolids. The blended biosolids are stored and mixed in liquid form in a 1-million-gallon open air storage tank. The District does not have resources for permitting or own adequate land nor the equipment necessary to dispose of the biosolids. Therefore, the District desires to enter into a contract with the successful Proposer to accomplish the land application of the digested/lime stabilized biosolids.

The District currently has 1535.15^{+/-} acres permitted in Halifax, Northampton, and Warren Counties. The District owns 110 permitted acres in Northampton County. The District owned land must be accessed through the State of Virginia. There is no land currently permitted in the State of Virginia.

2. BIOSOLIDS QUANTITIES

Anticipated quantities are estimated to be 3 million gallons plus 100 cubic yards dry cake per

year, including Water Plant Ferric Solids. The successful Proposer will be responsible for handling 100% of the daily production. The successful Proposer shall remove the total actual quantities processed at the District's wastewater treatment plant in accordance with federal, state, and local regulations.

3. BIOSOLIDS QUALITY ASSURANCE

The District certifies that their biosolids are below the EPA's ceiling limits as established in the EPA Part 503 Sewage Sludge Regulations [**or state regulations, whichever is more stringent**] and meet the EPA Part 503 Class B Pathogen Reduction requirements and Vector Attraction Reduction (VAR) requirements [**or state regulations, whichever is more stringent**].

These stabilization and vector attraction reduction provisions will be met by the following methods:

Pathogen Reduction: Class B Alternative 1- Fecal Coliform Geometric Mean
Class B Alternative 2- PSRP 5- Lime stabilization

VAR: Option 1- Volatile Solids Reduction
Option 6- Alkaline Treatment

...at the time the biosolids are released to Proposer unless other written arrangements have been made with Proposer

The District certifies that none of the material to be provided under this contract shall constitute hazardous waste under federal, state, or local law, as these laws may be amended from time to time. The District further certifies that it will not combine or mix hazardous waste with the material to be provided under this contract.

The District shall provide successful Proposer: 1) documentation that their biosolids are non-hazardous in accordance with 40 CFR Part 261 (e.g. TCLP test results) and do not contain PCB levels ≥ 50 mg/kg dry weight basis or more stringent state or local requirements, and 2) Notice

and Necessary Information (i.e. 40 CFR Part 503 regulated metals data and pathogen and vector attraction reduction method certification) at the biosolids testing frequency in 40 CFR 503.16.

The liquid biosolids percent solids will range from 2% to 8%. Thickening is conducted by gravity belt thickening/anaerobic digestion. Dry cake is produced on conventional drying beds primarily during plant maintenance operations.

4. PROPOSAL BOND

All Proposers must present a Proposal Bond with their proposal submittal in the amount of 10 percent (10%) of the proposed cost for the first contract year. This bond shall be in a form acceptable to the District and executed by a Surety duly authorized to do business in the State of North Carolina.

5. PERFORMANCE BOND

In the event of award of a contract, the Proposer will be required to furnish a performance bond in the amount equal to 100 percent of the annual contract amount. This shall be renewed annually and remain in effect at least until the day when the final payment becomes due, except as otherwise provided by law or regulations or by the contract documents. The bond shall be in the form prescribed by law or regulations or by the contract. The bond shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 amended by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. The surety shall be licensed to conduct business in the state(s) of North Carolina and Virginia and be acceptable to the District.

Because all permits are in the name of the District and the District is therefore ultimately responsible for the disposal of the biosolids, the bond is to provide protection to the District from any liabilities which may arise from the biosolids land application program, including fines and legal fees arising from violations of State regulations. The bond may further be used to reimburse the District for any expenses it may incur in handling and/or disposing of biosolids due to failure of the Proposer to remove biosolids as it is needed for efficient plant operations.

If the surety on any bond furnished by the Proposer is declared bankrupt, or becomes insolvent, or it's right to do business is terminated in any state where any part of the project is located, or it ceases to meet the requirements of this article, the Proposer shall, within ten (10) days thereafter, substitute another bond and surety, both of which must be acceptable to the District.

6. INSURANCE

Proposers must include with their proposals a Certificate of Insurance showing coverage limits no less than amounts outlined below. The successful Proposer shall procure, maintain, and always keep this coverage in force during the term of the contract at the Proposer's sole expense.

Coverage shall include the following:

a. Workmen's Compensation and Disability	Statutory Requirements
b. Employer's Liability	\$1,000,000
c. Comprehensive General Liability	(Occurrence Basis)
Combined Single Limit	\$3,000,000 each
Bodily injury, personal injury, and property damage	occurrence & aggregate
d. Comprehensive Auto Liability	\$2,000,000 each accident
(Combined single limit)	
(Owned, hired, scheduled and non-owned)	
Bodily injury & property damage	
e. Excess Liability Umbrella	\$5,000,000 each
occurrence and aggregate	
f. Environmental Impairment Liability/	\$5,000,000/\$5,000,000
Legal retention	each occurrence and aggregate

Note: Roanoke Rapids Sanitary District shall be listed as the Certificate Holder and named as

additional insured with respect to general liability and auto liability. Waiver of Subrogation is required in favor of certificate holder.

7. BIOSOLIDS TRANSPORT

Liquid biosolids shall be transported in sealed tank bodies. The tanker must be uniquely numbered on the sides and back with letters and/or numbers at least four (4) inches high. Drivers and vehicles shall comply with all commercial vehicle regulations. This includes drug screening and physicals for all drivers. All vehicles shall be equipped with safety decals, fire extinguishers, DOT placards, backup alarms, and other safety equipment as required. The Proposer will maintain records of all inspections and safety reviews. During periods of inactivity, the District requires the Proposer to arrange for Storage of transport equipment off the Plant site.

8. LAND ACQUISITION AND PERMITTING

In the event the District needs to have any land permitted for the application of sewage biosolids, it will be the responsibility of the Proposer to assist the District in finding a sufficient quantity of suitable farmland, gain approval from the landowner, and obtain proper application permits, in the name of the District, for all of the land from the North Carolina Department of Environmental Quality (NCDEQ) or Virginia Department of Environmental Quality (VDEQ). All permitted land of record shall be useable in the program at some time during the year. The Proposer shall cause to be removed all permitted fields that are redeveloped or otherwise made unsuitable for land application of biosolids from Attachment B Certification of the District's Land Application Permit. Enough land shall be permitted to ensure that disposal sites will be available whenever plant operation requires biosolids removal. Records of sites available (owner, acreage, field identification, allowable lifetime loadings, and owner sign-up sheets) shall be maintained by the Proposer with copies provided to the District.

9. LIQUID BIOSOLIDS STORAGE

The District stores digested liquid biosolids in a 1-million-gallon tank at the Plant. This tank provides limited storage facilities for the biosolids. The District will provide a loading stand at the Plant to consist of pumps, valves, flow measurement, and discharge piping. This arrangement allows the tankers to load from hatches in the top of the tanker. It will be the sole responsibility of the Proposer to remove, transport, and dispose of the biosolids in the 1-million-gallon tank. The Proposer shall familiarize himself with the location and characteristics of the biosolids holding tank. Any additional or different loading facilities shall be provided at the expense of the Proposer. The Proposer shall provide all necessary materials, labor, and equipment for removal, transport, and disposal of the biosolids.

10. WATER PLANT SOLIDS STORAGE

Ferric solids are stored in a temporary holding basin located at the Water Treatment Plant and discharged to the Plant on a continuous operation from the Water Treatment Plant. This material is processed in the Wastewater Plant along with the Plant's influent. The ferric solids are blended with raw primary biosolids, waste activated biosolids and digested biosolids are stored and mixed in the 1-million gallon storage tank. No additional handling of the Water Plant Solids is required by the Proposer.

11. SPILL CONTROL AND CLEAN-UP

The Proposer shall provide the District with a comprehensive emergency spill control and clean-up plan prior to the initiation of disposal. The spill control plan shall detail the materials and equipment available for clean-up and a list of emergency notification personnel and procedures. Clean-up of all spills, whether at the Plant site, in transit to, or at the disposal site shall be done immediately and is the sole responsibility of the Proposer.

12. BIOSOLIDS SAMPLING AND ANALYSIS

The Proposer shall be responsible for collecting and analyzing quarterly samples from the million-gallon tank. The samples shall be taken the first month of each quarter, provided there is sufficient volume of solids in the tank. The samples shall be analyzed for total and volatile solids, ammonia, nitrate, total kjeldahl nitrogen, phosphorus, potassium, cadmium, copper, nickel, zinc, lead, chromium, and any other parameters deemed necessary by the permitting agency (NCDEQ/VDEQ). The Plant laboratory will be responsible for analyzing sample pH's. The Proposer shall also be responsible for annual TCLP sampling and analysis.

13. PERMITTED LAND ANALYSIS

The Proposer shall comply fully with all analytical requirements of the land application permits. This shall consist, at least, of a soil sample taken prior to any application of biosolids and after application. An appropriate period of time shall occur between the two samples to allow for crop up-take of materials. The Proposer shall supply both the District and the landowner with a copy of this analysis. This analysis shall be used to determine proper liming practices, etc., which should be followed prior to the biosolids application. The Proposer shall be responsible for correspondence with the landowner concerning lime additions or other nutrient additions needed to supplement crop growth. The Proposer will coordinate the liming of farmland prior to the application of biosolids to comply with permit restrictions.

14. RECORD KEEPING

The Proposer shall keep and maintain records which will enable the District, as well as the Proposer, to ascertain and determine clearly and accurately the total volume and quality of all biosolids removed from the Plant.

The Proposer shall make and maintain complete records of the disposal of biosolids to include

all analytical data, dates of application, site of application, volumes land applied, year to date and lifetime loadings, and any other information as deemed necessary by the District. Copies of these records are to be submitted to the District on a monthly basis by the 20th day of the following month. The Proposer shall be responsible for preparing accurate semi-annual and annual reports to submit to the State to demonstrate permit compliance. The method of record keeping shall be proposed by the Proposer and subject to District approval. Records shall conform to those required under federal, state and local regulations relating to biosolids.

15. HAULING SCHEDULE

No biosolids shall be hauled or applied on Sunday or on legal holidays without prior arrangement. Hauling and application shall also be done only during daylight hours, from dawn to dusk. The Proposer must have the equipment on site to haul a minimum of 100,000 gallons per day of biosolids and have equipment available to haul 165,000 gallons per day, weather permitting or land available. The Proposer shall set up a schedule of where the biosolids are to be disposed at least one week in advance and provide the District with a copy of the schedule. The Proposer shall also provide the landowner with one week's notice that he will be receiving biosolids. Changes in the schedule are permitted, but only with the approval of the District.

16. APPLICATION METHOD AND RATES

The Proposer shall have equipment capable of surface application and subsurface injection. Subsurface injection equipment and practices shall be such that the amount of liquid biosolids visible on the surface of the ground is minimized. He shall use whichever method is preferred by the landowner, so long as it does not conflict with permit requirements. The loading rates shall be determined according to approved agricultural standards and the Land Application Permit. The Proposer is solely responsible for the management of the land on which biosolids are being applied. The Proposer shall maintain accurate records of all trace metals as required by the

permits and shall be responsible for maintaining acceptable application rates. The Proposer must have qualified soils science and agronomy personnel on staff to advise and supervise the application method and rates. Suitable ground covers shall meet all state requirements.

17. APPLICATION SITES

No biosolids shall be applied to any land not duly and properly permitted by the NCDENR or VDEQ. It shall be the Proposer's sole responsibility to ensure that his operators know the boundaries of the application sites. The Proposer shall outline the application sites with marker flags prior to application.

18. CHARGES FOR FAILURE TO REMOVE BIOSOLIDS

If the District must remove, dewater, or dispose of any biosolids due to the failure of the Proposer to remove biosolids as it becomes necessary, the District shall be reimbursed for the cost it incurs over the contract price.

19. PERMIT OWNERSHIP

All land application permits will be issued to the District. Therefore, the District will make initial contact with the appropriate regulatory agencies. The Proposer shall contact the District and receive approval before contacting any regulatory agency. While obtaining the necessary permits, the Proposer shall, at all times, keep the District informed as to the status of the permit applications.

20. REFERENCES

The Proposer shall provide the District with references of similar contractual responsibilities at other sites. Contact information (name, organization, address, phone number, and job description) must be supplied for consideration. Jobs requiring application of less than 5 million

gallons per year will not be considered as relevant experience.

21. PROJECT MANAGEMENT

This project will require an on-site project manager during periods of hauling. This person will manage the day to day operation of the project. Their duties will include land acquisitions, equipment scheduling and maintenance, sampling and testing, safety training and inspections, and project record keeping. No less than 95 percent of their time shall be devoted to the RRSD Land Application program during periods of hauling and land applying. The Proposer shall participate in periodic project status meetings with District personnel.

PROPOSAL FORMAT INFORMATION

1. DELIVERY OF PROPOSALS

It is the Proposer's responsibility alone to ensure that the proposal is received by the District prior to the hour and date specified for the opening of proposals in the Notice of Request for Proposals. Any proposals received after that hour 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 proposals and submitted in a sealed envelope plainly marked on the outside, "**SEALED PROPOSAL FOR LAND APPLICATION OF BIOSOLIDS.**"

The emphasis of the proposal should be on providing information sufficient to demonstrate compliance with requirements set forth in this Request for Proposals. The proposal shall be typed on standard 8½" x 11" paper and in a format corresponding to the proposal specifications.

Any oversized documents must be folded to standard size and secured in the proposal. The Proposer shall submit an original plus four copies of the proposal. The proposal shall be signed by an officer, or officers, authorized to execute legal documents on behalf of the Proposer.

The date the proposal must be submitted and received by the District is hereby set forth as no later than May 28, 2021, the hour of 2:00 P.M., EST.

Proposals shall be properly executed upon the Proposal Forms included with this Request for Proposals. Numbers shall be stated both in writing and in figures where so required, and the signatures of all persons signing shall be in longhand. The completed forms shall be without inter-lineation, alterations, or erasures. In case of a difference in written words and figures in

the Proposal Pricing Form, the amount stated in written words shall govern.

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.** (Note: The District is interested in land application for managed forestry resources. The Proposer shall discuss relevant experience with land application of biosolids on plantation pine and/or Douglas fir in each of the following applicable topic areas. Also provide a pricing structure if different from the standard fee schedule indicated.)

a. Executive Summary (Not to exceed five (5) pages)

The Proposal shall include a brief introduction describing the experience of the Proposer, the corporate size of the Proposer, and the services provided by the Proposer along with the following information:

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

If a joint venture or association of Proposers is proposed, the requested information shall be provided for each member, and a discussion on why the joint venture or association of Proposers was established, shall be included.

b. Key Personnel

The following information shall be furnished for each key member from the project team

that will be responsible for coordinating efforts that may affect District operations:

- Relevant Experience record.
- Provide a description of the responsibilities the individual will assume.
- Project organization chart.

c. Proposer Experience

The Proposer shall have a minimum of five (5) consecutive years of actual operating experience with similar projects. The Proposer shall currently be providing similar services for a minimum of five (5) Districts.

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

- Name of Client
- Name and telephone number of reference
- Contract description (type of process used, number of tons processed, was hauling involved, etc.)
- Duration of each Contract.
- Permitted acreage.

d. Ability to Provide Scope of Services

In this section of the proposal, the Proposer shall describe, in detail, its capability to meet the demands of the Scope of Services and any proposed modifications or additions to the Scope of Services. Information shall include:

1) Management and Operations Plan

The Proposer shall submit a management and operations plan for the project.

The plan shall describe the Proposer's goals, major tasks, schedule for these tasks, staffing, organization of the project, administrative procedures, regulatory compliance procedures, monitoring, record keeping and reporting procedures, marketing, public acceptance, and other appropriate information.

The Proposer shall describe how they envision billing the District and how this procedure is compatible with the District's payment procedures. Describe the mechanisms used to assure that billings are accurate and timely. Describe the types of information it will provide with the billings to document performance.

2) Schedules

Provide schedules for start-up of the project including the dates for initiating hauling, site delivery, processing and production, or on-site application of product. If construction or modifications of sites are required, provide a detailed schedule including permit acquisition. If a site will require renewal of a permit or cannot be used for any reason pending approval by a regulatory body, provide a detailed explanation and schedule for obtaining the needed approval. Explain what options are available if approval is not obtained.

3) Transportation System and Routing

Describe the transportation system to be used and the routes to be followed to the application sites. Describe the facilities and or equipment, whether the facilities and or equipment is owned or leased, the age of the facilities and or equipment along with any planned upgrading. Describe the factors affecting route selection and alternative routes that are available to reach the project sites in response to reasonably anticipated emergencies. Provide maps highlighting

the primary and alternate routes of transporting the District's biosolids.

4) Spill and Emergency Response Program

Successful Proposer shall be fully liable and responsible for cleanup of spills and other contingencies upon commencement of biosolids loading. Describe the emergency response program for spills and other contingencies. Supply a copy of the plan used by managers, supervisors, operators, and drivers, if these plans are different from each other. Describe the frequency and nature of training exercises; and the process of maintaining and updating the program that will be integrated into the District's existing response program. Provide the communications methods and procedures to maintain contact with the District. Contracts or agreements with response organizations or demonstration that adequate resources exist to respond to emergencies shall be documented.

5) Quality Assurance and Control Program

Describe the Proposer's quality assurance and control programs for their biosolids operations. Supply a copy of the plan and program. This should include personnel, equipment, regulatory program monitoring and compliance, financial management and product quality. Specific examples of how the program(s) have been effective should be provided.

6) Odor Management

Describe the management techniques used to control odors. Describe any odor problems that have developed in the past at the sites to be used and how they were resolved. Describe the odor monitoring and response program.

7) Surface Water Protection

Describe the measures taken to protect local surface waters and drainage courses associated with the various sites to be used for this project.

8) Groundwater Protection

Describe the measures taken to prevent groundwater contamination from site operations. Discuss the specific measures and/or operational practices that are taken to protect groundwater.

9) Crop Management

Describe the agronomic practices used and crops grown for the sites proposed for use. Discuss tillage practices, crop management and rotation, and harvesting.

10) Public Acceptance of Proposer, Site and Product

Proposers shall operate sites in consideration of the public and as a good neighbor. In consideration with this, the Proposer shall describe the programs and efforts undertaken to gain public acceptance of their project, process sites, and products. The Proposer shall supply examples of brochures, advertisements, or promotional products. Examples of the effectiveness of these programs shall be described. Describe the types of public information and education programs that the Proposer has in place and how these are used. Describe the relationship between these programs and regulatory permitting and marketing programs. Describe the success of this program.

e. A Summary of Proposed Application Sites including the following:

- A list of contact persons at each regulatory agency and phone numbers.
- Copies of all approved regulatory permits or authorization letters.
- Detailed information regarding the status of any pending approvals.

f. Regulatory Compliance

The Proposer shall include a detailed description of how the Proposer's operation will meet the requirements of the EPA Part 503 Sewage Sludge Regulations and applicable state and local regulations and the anticipated role of the District with regard to testing, monitoring, and record keeping requirements. Include sample copies of compliance records and reports.

The Proposer will comply with the following laws and regulations and will explain in their proposal how they will ensure compliance with the requirements of these laws and regulations:

- Federal Water Pollution Control Act, 33 USC 1251;
- EPA Standards for the Use or Disposal of Sewage Sludge, 40 CFR 503;
- Resource Conservation and Recovery Act, 42, USC 6901;
- Emergency Planning and Community Right-To-Know Act, 42 USC 1101;
- Hazardous Materials Transportation Act, 49 USC 5101;
- Occupational Safety and Health Act, 29 USC 657;
- Age Discrimination in Employment Act, 29 USC 621;
- Fair Labor Standards Act;
- Family and Medical Leave Act;
- Immigration Reform and Control Act;
- State Unemployment Insurance Law; and
- State Worker's Compensation Law.

g. Proposed Equipment for Project

The Proposer shall provide a list of all proposed equipment assigned to this project.

Also include a listing of equipment available for back-up use.

h. Optional Approaches

The Proposer may submit optional approaches and suggestions in addition to the base information requested. The District is interested in land application for managed forestry resources. The Proposer shall discuss relevant experience with land application of biosolids on plantation pine and/or Douglas fir, list available equipment, identify knowledgeable personnel on staff,

i. Statement Regarding Work Not Completed

Proposer shall submit a listing of all work which has been awarded to you which you have not completed and of contracts on which you have defaulted along with a statement explaining the reason for uncompleted work or default.

4. PRICE FOR SERVICES

The Proposer is required to provide a per unit price for the services proposed. Prices shall include all costs associated with the work and materials required to meet all the conditions described in the Scope of Services.

5. FINANCIAL INFORMATION

The Proposer shall provide copies of annual reports or audited financial statements for the past three years for the Proposer (or parent company if applicable). They shall also provide a copy of the most recent 10-Q statement, if applicable. Financial statements will be treated with the

fullest confidentiality allowed by law and returned to other Proposers, upon selection of the successful Proposer.

PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated on the following basis:

Criteria	Maximum Percent Value
Project Description and Approach <ul style="list-style-type: none">• Method of Operation• Public Relations Plan	15%
Permits & Regulatory Approvals	15%
Proposer Qualifications and Experience <ul style="list-style-type: none">• Financial Strength	15%
Regulatory Reporting and Compliance Program	15%
Price of Services	40%
Total Possible Score	100%

For each proposal, the average total score will be calculated based on the number of raters reviewing the documents.

Prior to selection of a successful Proposer, the two or three Proposers receiving the highest number of percentage points may be required to provide an oral presentation on their operation to the Evaluation Committee and/or to staff members of the District. The District may also request to see the Proposer's operations and visit one or more application sites during the evaluation process.

The District will negotiate contract provisions with the Proposer receiving the most favorable evaluation based on the above review.

PROPOSAL PRICING FORM

Date: _____

Proposal of: _____

Address: _____

This proposal is submitted to:

Roanoke Rapids Sanitary District

Chief Executive Officer

1000 Jackson Street, Roanoke Rapids, NC 27870

1. The undersigned Proposer proposes and agrees, if this proposal is accepted, to enter into a contract with the District in the forms included in the Service Agreement, to complete all work as specified or indicated in the Contract Documents, for the specified price within the time frames outlined and in accordance with the Service Agreement.

2. The Proposer has included with their proposal a Proposal Bond in the amount of ten percent (10%) of the annual contract amount and a consent of surety as outlined in the Information for Proposers.

3. In submitting this Proposal, Proposer represents, as more fully set forth in the Information for Proposers, that:
 - (a) Proposer has examined copies of all the Contract Documents and of the following addenda:

Date	Number
_____	_____
_____	_____

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

(c) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm or a corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the District; and

4. Proposer will complete the work as described in the contract documents for the following price:

<u>Schedule of Fees</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Annual Total</u>
• Land Application of Biosolids Rate ONE (0-20 miles)	1 MGal	\$ _____ /gal	\$ _____
Rate TWO (21-30 miles)	2 MGal	\$ _____ /gal	\$ _____
• Removal, transport & application of dewatered biosolids	100 CY	\$ _____	\$ _____
• Biosolids and Soil Sampling Analysis		LS	\$ _____
• Reporting and Record Keeping		LS	\$ _____
• Land Acquisition and Permitting	100 AC	\$ _____	\$ _____

TOTAL ANNUAL PROPOSED CONTRACT AMOUNT = \$ _____

5. Proposer certifies that he has read, fully understands and will comply with applicable provisions of the United States Environmental Protection Agency (U.S. EPA), applicable state and local agencies.

The undersigned is:

1. A corporation, incorporated in the State of _____.
2. A partnership, consisting of the following partners, whose full names are:

3. An individual whose full name is: _____

Proposer (Firm Name)

Signature

Name and Title

Date: _____

Address: _____

Telephone Number: _____

BIOSOLIDS MANAGEMENT SERVICE AGREEMENT

This SERVICE AGREEMENT (hereinafter called the AGREEMENT) made and entered into this ____ day of ____ (the EFFECTIVE DATE) by and between **Roanoke Rapids Sanitary District** (hereinafter called DISTRICT), and **successful Proposer**, (hereinafter called CONTRACTOR which term shall include its successors and assigns).

W I T N E S S E T H:

In consideration of the following covenants and AGREEMENTS, the DISTRICT and the CONTRACTOR hereby mutually agree as follows:

1. SCOPE

1.1. The CONTRACTOR shall provide biosolids management services that include removal, transportation, and land application or other beneficial reuse in accordance with the terms of this AGREEMENT (hereinafter called SERVICES) of the DISTRICT'S biosolids which constitute primarily liquid residue generated during the treatment of domestic sewage in a treatment works (hereinafter called BIOSOLIDS) generated by the DISTRICT'S Wastewater Treatment PLANT (the PLANT).

2. CONTRACTOR OBLIGATIONS

The CONTRACTOR shall:

- 2.1. Subject to Section 3.1, cause the loading and removal, transportation, and land application of DISTRICT'S BIOSOLIDS and, in connection with such activities, maintain AUTHORIZATIONS and landowner AGREEMENTS required of CONTRACTOR for agricultural land application and/or disturbed land reclamation in accordance with all applicable LEGAL REQUIREMENTS which are currently in effect, or which take effect during the term of this AGREEMENT.
- 2.2. At the written request of DISTRICT, and as applicable, provide any AUTHORIZATIONS which are issued by applicable GOVERNMENTAL AUTHORITIES for all land approved for RESIDUAL land application.
- 2.3. Notify the DISTRICT of any notice of violation, action, suit, claim, or legal proceeding against CONTRACTOR relating to any aspect of the DISTRICT'S BIOSOLIDS managed pursuant to this AGREEMENT.
- 2.4. For BIOSOLIDS which are land applied, employ land application methods approved or allowed by applicable GOVERNMENTAL AUTHORITIES.
- 2.5. Develop and implement monitoring, record keeping, and reporting programs as required by applicable LEGAL REQUIREMENTS, and as set forth in Section 6 of this AGREEMENT.
- 2.6. Provide proof of liability insurance, as set forth in Section 4 of this AGREEMENT.
- 2.7. Indemnify, DISTRICT, and hold harmless DISTRICT, its subsidiaries, affiliates, successors and assigns and their respective directors, officers, employees, shareholders, representatives and agents (hereinafter referred to collectively in this section as DISTRICT INDEMNITIES) from and against of any and all claims, liabilities, lawsuits, and causes of action, together with reasonable costs, expenses, and attorneys' fees associated therewith and all amounts paid in defense or settlement of the foregoing, which may be imposed upon or incurred by DISTRICT INDEMNITIES or asserted

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against DISTRICT INDEMNITEES by any other person or persons (including GOVERNMENTAL AUTHORITIES), to the extent caused by CONTRACTOR'S breach of its obligations under this AGREEMENT or violation of applicable LEGAL REQUIREMENTS;

- 2.8. Comply in all material respects with all LEGAL REQUIREMENTS applicable to CONTRACTOR'S provision of the SERVICES.
- 2.9. CONTRACTOR'S obligations to take, receive or beneficially reuse BIOSOLIDS shall be suspended during a Force Majeure.

3. DISTRICT OBLIGATIONS

The DISTRICT shall:

- 3.1. Provide to CONTRACTOR for off-site beneficial reuse 100% of the annual volume of BIOSOLIDS generated at the PLANT.
- 3.2. Provide CONTRACTOR with reasonable access to the DISTRICT'S RESIDUAL delivery system, except as reasonably required for safety or emergency considerations, or planned shutdown of the PLANT. It is agreed that when safety, emergency or shutdown conditions prevent access, that both parties will attempt to resolve such conditions as expeditiously as possible.
- 3.3. Provide CONTRACTOR Information (e.g. 40 CFR Part 503 regulated metals data and pathogen and vector attraction reduction method certification at the biosolids testing frequency in 40 CFR 503.16, or more stringent state required frequency). In accordance with the Schedule of Fees listed in Section 10.1 of this AGREEMENT, CONTRACTOR will provide biosolids sampling and analytical services for DISTRICT. CONTRACTOR will provide DISTRICT with copies of analytical results as needed. DISTRICT may also utilize BIOSOLIDS stabilization data from PLANT records, where applicable, for completing records for reporting.
- 3.4. Not provide to CONTRACTOR any BIOSOLIDS which contain HAZARDOUS MATERIAL or are hazardous in accordance with 40 C.F.R. Part 261, other federal law, state law, or which contains a concentration of polychlorinated biphenyls equal to or greater than 50 milligrams per kilogram of total solids (on a dry weight basis).
- 3.5. Provide CONTRACTOR with at least two (2) weeks advance notice of when DISTRICT desires for CONTRACTOR to remove BIOSOLIDS from the PLANT.
- 3.6. Indemnify, defend, and protect CONTRACTOR from and against all claims, damages, losses, costs, suits, settlements, causes of action, liabilities (**INCLUDING WITHOUT LIMITATION STRICT LIABILITIES**) fines, penalties, costs, and expenses (including but not limited to, investigation and legal expenses, and costs and expenses associated with Remedial Work) (collectively, CLAIMS) arising out of or in connection with any acts or omissions of DISTRICT, or its employees, officers, directors, representatives, contractors, subcontractors, agents, or affiliates, or any licensee or invitee of the PLANT (other than CONTRACTOR), or DISTRICT'S breach of any of its obligations under this AGREEMENT, or any violation of any applicable LEGAL REQUIREMENT by DISTRICT or any of its employees, officers, directors, representatives, agents, contractors, subcontractors, or affiliates, or its licensees or invitees (other than CONTRACTOR) or any discrepancy in the character or composition of the BIOSOLIDS from the PLANT compared to analytical results, certifications or other information provided by DISTRICT to CONTRACTOR.
- 3.7. From time to time, as requested by CONTRACTOR, review a list of proposed land application sites at which BIOSOLIDS from the PLANT may be applied, and select from such sites those sites to which DISTRICT desires for its BIOSOLIDS to be applied, and such sites to which it does not

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desire its BIOSOLIDS to be applied. In the absence of specific designations by DISTRICT, DISTRICT agrees that it shall have been deemed to select any and/or all of such application as satisfactory locations for its BIOSOLIDS.

- 3.8. Notify the CONTRACTOR of operating changes or any other conditions that would reasonably be expected to affect the BIOSOLIDS handled by CONTRACTOR under this AGREEMENT.

4. INSURANCE

The CONTRACTOR shall maintain and provide the DISTRICT evidence of insurance as follows:

- 4.1. Worker's Compensation meeting at statutory requirements of the laws of the State of North Carolina, and Employer's Liability with a minimum single limit of \$1,000,000.
- 4.2. Comprehensive General Liability with occurrence/aggregate limits of \$3,000,000/\$3,000,000 and Automobile Liability Insurance with combined single limit of \$2,000,000 to include premises operations and subcontractors. Completed Operations and Contractual Liability are to be included under the Comprehensive General Liability coverage. The insurance policies will have limits of no less than \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- 4.3. Excess Liability Umbrella Insurance with limits of \$5,000,000 per occurrence and aggregate.
- 4.4. Pollution Liability/Pollution Legal Insurance in the amount of \$5,000,000/\$5,000,000 each occurrence and aggregate.

5. PAYMENT

The CONTRACTOR shall provide the DISTRICT with an accounting of the gallons of BIOSOLIDS removed from the DISTRICT'S PLANT. CONTRACTOR will utilize a measurement method based on the number of tanker loads of BIOSOLIDS removed from the DISTRICT'S PLANT and the capacity, in gallons, of the tankers. The DISTRICT will be provided with manifests for all loads removed by the CONTRACTOR.

- 5.1. The CONTRACTOR shall submit invoices once each month for SERVICES provided by CONTRACTOR, using the rates and the amounts agreed in Section 10 of this AGREEMENT. The DISTRICT shall pay all invoices within 30 days after receipt of the invoice.
- 5.2. It is agreed that in the event of any dispute concerning invoice amount, DISTRICT will pay undisputed invoice amounts within 30 days after receipt of the invoice.

6. RECORD KEEPING

The CONTRACTOR shall maintain records and submit summary reports to the DISTRICT after each hauling event, monthly and on an annual, cumulative basis. Reports shall include information regarding, but not be limited to:

- 6.1. Number of loads transported and applied with identification of utilization site(s).
- 6.2. Cumulative dry tons applied at each utilization site.
- 6.2. Such other information as will reasonably allow DISTRICT to fulfill its recordkeeping and reporting requirements under applicable LEGAL REQUIREMENTS.

7. NOTICES

Except as otherwise provided herein, any notice, demand or other communication shall be in writing and shall be personally served, sent by commercial courier service or prepaid registered or certified mail, or sent by telephonic facsimile delivery with confirmation thereof any such notice shall be deemed communicated upon receipt.

7.1. The following address is hereby designated as the legal address of the CONTRACTOR. Such address may be changed at any time by notice in writing delivered to DISTRICT.

Name: Successful Proposer
Mailing Address: 123 Biosolids Way
Any-Place, NC 2XXXX
Phone Number: (555) 555-5555
Fax: (555) 555-5555
Contact Person: Regional Vice President

7.2. The following address is hereby designated as the legal address of the DISTRICT. Such address may be changed at any time by notice in writing delivered to CONTRACTOR.

Name: Roanoke Rapids Sanitary District
Mailing Address: P.O. Box 308
Roanoke Rapids, NC 27870
Phone Number: (252) 537-9137
Fax: (252) 537-3064
Contact Person: R. Daniele Brown

8. FORCE MAJEURE

Wherever the word "Force Majeure" is used, it should be understood to mean:

- 8.1. Acts of God, landslides, lightning, earthquakes, hurricanes, tornadoes, blizzards and other adverse and inclement weather, fires, explosions, floods, acts of a public enemy, wars, blockades, insurrections, riots or civil disturbances,
- 8.2. Labor disputes, strikes, Work slowdowns, or Work stoppages;
- 8.3. Orders or judgments of any Federal, State or local court, administrative agency or governmental body, if not the result of willful or negligent action of the party relying thereon;
- 8.4. Power failure and outages affecting the Premises; and
- 8.5. Any other similar cause or event, including a change in law, regulation, ordinance or permit, provided that the foregoing is beyond the reasonable control of the party claiming Force Majeure.

If, because of Force Majeure any party's cost is increased by more than 15% or any party hereto is rendered unable, wholly or in part, to carry out its obligations under this Contract, then such party shall give to the other party prompt written notice of the Force Majeure with reasonable full details concerning it; thereupon the obligation of the party giving the notice, so far as they are affected by the Force Majeure, shall be suspended during, but no longer than, the continuance of the Force Majeure. The affected party shall use all possible diligence to remove the Force Majeure as quickly as possible, but his obligation shall not be deemed to require the settlement of any strike, lockout, or other labor difficulty contrary to the wishes of the party involved. If, because of Force Majeure, Proposer's cost is increased then DISTRICT agrees to increase the price paid to Proposer to cover those increased costs for the duration of the Force Majeure. However, if

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because of Force Majeure, Proposer's cost is increased by more than 15% then DISTRICT may suspend performance for the duration of the Force Majeure.

9. TERM

9.1. This AGREEMENT shall be effective from the EFFECTIVE DATE until the 30th day of June, 2022 (the INITIAL TERM). At the end of this term, this AGREEMENT may be extended on a yearly basis as mutually agreed in writing by both parties. Either party may terminate this AGREEMENT and shall have no further obligations to other under this AGREEMENT if (i) the other party fails to observe or perform any material covenant or agreement contained in this agreement for ten (10) business days after written notice thereof has been given to such other party or (ii) at any time upon the insolvency of the other party, or the institution by or against the other party of any proceeding in bankruptcy or insolvency or for the appointment of a receiver or trustee or for an assignment for the benefit of creditors.

9.2. CONTRACTOR may terminate this AGREEMENT at any time upon written notice to DISTRICT and have no further obligation to DISTRICT if:

9.2.1. The CONTRACTOR is unable to utilize the BIOSOLIDS due to a change in any LEGAL REQUIREMENTS that renders the SERVICES illegal, or place such restrictions or requirements thereon so as to make the provision or the SERVICES cost prohibitive or to otherwise frustrate the commercial intent on this AGREEMENT.

9.2.2. The BIOSOLIDS become unsuitable for land application by the CONTRACTOR by reason of (i) the act or omission of any third party or DISTRICT, and through no fault of CONTRACTOR, or (ii) the condition of the BIOSOLIDS is materially inconsistent with the description and analysis, certifications or other information the DISTRICT has provided to the CONTRACTOR regarding the BIOSOLIDS, including analytical results attached in **Exhibit B**, or (iii) DISTRICT breaches its obligations hereunder regarding the quality of the BIOSOLIDS.

9.3. DISTRICT may, by written notice of default to Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

9.3.1. If CONTRACTOR fails to perform all or any portion of the contract within the time specified; or

9.3.2. If CONTRACTOR fails to make progress to such an extent as to endanger performance of the AGREEMENT in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of five (5) days after receipt of written notice from DISTRICT specifying such failure.

9.3.3. In the event DISTRICT terminates this AGREEMENT in whole or in part, DISTRICT may procure services of another Contractor and CONTRACTOR shall be liable to DISTRICT for any excess costs occasioned by its default.

9.3.4. The rights and remedies of DISTRICT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT.

10. PRICE

10.1. Except as otherwise provided in this AGREEMENT, DISTRICT will pay the following fixed prices

for CONTRACTOR'S SERVICES hereunder for the duration of the INITIAL TERM of this Agreement:

Schedule of Fees

• Land Application of Biosolids	
Rate ONE (0-20 miles)	\$0.0XX/gallon
Rate TWO (21-30 miles)	\$0.0XX/gallon
• Removal, transport and application of dewatered biosolids (100 Cubic Yards^{+/-})	\$X.XX/CY
• Biosolids and Soil Sampling Analysis	Included in Rate
• Reporting and Record Keeping	Included in Rate
• Land Acquisition and Permitting	\$XX.XX/Acre

10.2. Upon increases in CONTRACTOR'S costs due to changes in LEGAL REQUIREMENTS, CONTRACTOR may no more than once each anniversary year, request an increase in the fixed prices set forth hereunder, which shall be negotiated by the parties in good faith and be effective at the beginning of the next anniversary of the EFFECTIVE DATE. In addition, the CONTRACTOR'S stated prices may be increased annually consistent with the Consumer Price Index (CPI) for the closest metropolitan area to the PLANT, as mutually agreed to. CPI adjustments shall automatically become effective the anniversary date of the EFFECTIVE DATE.

11. MISCELLANEOUS PROVISIONS.

11.1. **Assignment.** The DISTRICT and/or CONTRACTOR shall have the right to assign this AGREEMENT in writing to any successor in interest, subject to the written approval of the other party, which approval shall not be unreasonably withheld. However, CONTRACTOR may assign its rights and duties to an affiliate or related party of CONTRACTOR.

11.2. **Governing Law.** THIS AGREEMENT AND ALL THE RIGHTS AND DUTIES OF THE PARTIES ARISING FROM OR RELATING IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY IT, SHALL BE GOVERNED BY, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA EXCEPT ANY CONFLICT OF LAWS RULES WHICH WOULD REFER TO AND APPLY THE SUBSTANTIVE LAWS OF ANOTHER JURISDICTION.

11.3. **Costs and Fees.** The prevailing party in any legal proceeding brought by or against the other party to enforce any provision or term of this AGREEMENT shall be entitled to recover against the non-prevailing party the reasonable attorneys' fees, court costs and other expenses incurred by the prevailing party.

11.4. **Consent to Breach Not Waiver.** No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach by the other party shall constitute consent to, waiver of, or excuse of any other different or subsequent breach.

11.5. **Severability.** If any term or provision of this AGREEMENT should be declared invalid by a court of competent jurisdiction, (i) the remaining terms and provisions of this AGREEMENT shall be unimpaired, and (ii) the invalid term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid term or provision.

11.6. **ENTIRE AGREEMENT.** THE REQUEST FOR PROPOSALS DATED APRIL 2021 AND ATTACHED EXHIBIT(S) IS HEREBY INCORPORATED HEREIN BY REFERENCE AND SHALL BE DEEMED AND CONSTRUED TO BE A PART OF THIS AGREEMENT FOR

ALL PURPOSES. THIS AGREEMENT HERETO CONSTITUTE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WITH REGARD TO THE MATTERS SET FORTH HEREIN, AND IT SUPERSEDES ALL OTHER AGREEMENTS, PROPOSALS, AND REPRESENTATIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, WITH REGARD THERETO.

- 11.7. **Amendments.** This AGREEMENT may be amended from time to time only by an instrument in writing signed by the parties to this AGREEMENT.
- 11.8. **Counterparts.** This AGREEMENT may be executed in counterparts, which together shall constitute one and the same contract. The parties may execute more than one copy of this AGREEMENT, each of which shall constitute an original.

12. DEFINITIONS

- 12.1. "AUTHORIZATIONS" means all authorizations, permits, applications, notices of intent, registrations, variances, and exemptions, required for the removal; transportation and land application of BIOSOLIDS in compliance with all applicable LEGAL REQUIREMENTS.
- 12.2. "BIOSOLIDS" properly stabilized sewage sludge meeting a minimum of Class B pathogen treatment and vector attraction reduction treatment and the metals and other pollutant quality standards for land application as defined by 40 CFR Part 503 and State of North Carolina requirements. Biosolids do not include any hazardous materials or substance and must be suitable for land application under the applicable law.
- 12.3. "ENVIRONMENTAL LAWS" means any AUTHORIZATION and any applicable federal, state, or local law, rule, regulation, ordinance, order, decision, principle of common law, consent decree or order, of any GOVERNMENTAL AUTHORITY, now or hereafter in effect relating to HAZARDOUS MATERIALS, BIOSOLIDS, or the protection of the environment, health and safety, or a community's right to know, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, the Resource Conservation and Recovery Act, the Safe Drinking Water Act, the Clean Water Act, the Clean Air Act, the Emergency Planning and Community Right to Know Act, the Hazardous Materials Transportation Act, the Occupational Safety and Health Act, and any analogous state or local law.
- 12.4. "GOVERNMENTAL AUTHORITY" means any foreign governmental authority, the United States of America, any State of the United States of America, any local authority, and any political subdivision of any of the foregoing, and any agency, department, commission, board, bureau, court, tribunal or any other governmental authority having jurisdiction over this AGREEMENT, BIOSOLIDS, or COMPANY, HAULER, or any of their respective assets, properties, sites, facilities or operations.
- 12.5. "HAZARDOUS MATERIALS" means any "petroleum," "oil," "hazardous waste," "hazardous substance," "toxic substance," and "extremely hazardous substance" as such terms are defined, listed, or regulated under ENVIRONMENTAL LAWS, or as they become defined, listed, or regulated under ENVIRONMENTAL LAWS.
- 12.6. "LEGAL REQUIREMENT" means any AUTHORIZATION and any applicable federal, state, or local law, rule, regulation, ordinance, order, decision, principle of common law, consent decree or order, of any GOVERNMENTAL AUTHORITY, now or hereafter in effect, including without limitation, ENVIRONMENTAL LAWS.
- 12.7. "REMEDIAL WORK" means investigation, monitoring, clean-up, containment, removal, storage, remedial or restoration work associated with HAZARDOUS MATERIALS or BIOSOLIDS.

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IN WITNESS WHEREOF, the parties of this AGREEMENT have hereunto set their hands and seals, dated as of the day and year first herein written.

Roanoke Rapids Sanitary District ("DISTRICT")

By: _____ ATTEST: _____

Name & Title: _____ Name & Title: _____

Successful Proposer ("CONTRACTOR")

By: _____ ATTEST: _____

Name & Title: _____ Name & Title: _____

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SPECIAL CONDITIONS

- 1.1 No residuals management operations shall occur on Sundays or legal holidays without the approval of the Plant ORC or Residual Coordinator.
- 1.2 All operators shall be well versed in the regulations and requirements stipulated in the 503 regulations and DISTRICT's land application permit.
- 1.3 Typically the total percent solids of the residuals/biosolids produced by DISTRICT's facilities may vary from 2% to 8%. Contractor must provide equipment that can function properly in this range. Contractor will also provide the necessary equipment for handling residuals/biosolids of the dewatered nature.
- 1.4 Contractor shall remove all unused materials, tools, equipment and machinery, waste materials refuse and other debris from loading areas and land application sites. Contractor shall see that these sites are, at all times, left in a neat orderly condition. Contractor shall coordinate the storage for materials, tools, and equipment offsite from the Plant during periods of inactivity.
- 1.5 Liquid residuals shall be transported in sealed tank bodies.
- 1.6 All application and transportation vehicles shall be cleaned no less than once per month. If residuals are spilled onto vehicles, Contractor shall see that the vehicles are cleaned by the next working day.
- 1.7 Contractor shall be responsible for repair/replacement of all pavement, driveways, fences, shrubs, lawns, trees and any other public or private property unusually damaged as a result of work performed under agreement with DISTRICT.
- 1.8 Contractor shall at all times have a competent project manager, or other representative on the work site, who shall have full authority to act for Contractor and who shall see that the work under the agreement is executed in accordance with the agreement documents. All written communications with the project manager shall be binding as if given to Contractor.
- 1.9 Any Fines/Penalties rendered to DISTRICT due to the actions of Contractor shall be the responsibility of Contractor.
- 1.10 Contractor's Project Manager shall possess certification as a Land Application/Residuals Operator through the State of North Carolina Certification Group.
- 1.11 Contractor shall be responsible for all fuel and power needed for operation of Contractor equipment.
- 1.12 Equipment owned by DISTRICT shall not be operated by Contractor without approval and training by the DISTRICT.
- 2.1 Contractor shall be responsible for the procurement of additional sites suitable for land application and shall be responsible for obtaining the information necessary for generation of a permit

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application. Sufficient acreage must be permitted to annually compensate for the number of acres lost during the prior year, at a minimum.

- 2.2 All sites shall meet the approval of DISTRICT prior to permitting by the State. DISTRICT also reserves the right to disallow the permitting of any site.
- 2.3 A copy of the Land Application Permit and all site maps shall be maintained on each application vehicle at all times when residuals are being applied.
- 2.4 Contractor shall receive permission prior to any correspondence with regulatory agencies regarding issues concerning DISTRICT. All correspondences shall be copied to DISTRICT.
- 2.5 On a yearly basis, or every permitting event. Contractor shall be responsible for providing updated maps for the Land Application Site Books.

Emergency Response/Spills

- 3.1 An emergency spill and clean up plan shall be developed and submitted to DISTRICT prior to beginning work. This plan shall be updated as needed.
- 3.2 A copy of the Spill Plan shall be maintained in each transport and application vehicle used by Contractor. Any spills involved with the loading, transportation and/or application of the said residuals shall be deemed the responsibility of Contractor and shall be cleaned up immediately to the satisfaction of DISTRICT and/or the State of North Carolina DENR. Any occurrences shall be immediately reported to the CEO, Plant ORC and the Residuals Coordinator.

Beneficial Reuse

- 4.1 Contractor shall utilize equipment capable of surface application, subsurface injection, or incorporation and shall provide such capability at the request of the landowner.
- 4.2 No residuals generated by DISTRICT shall be stored or land applied on land or facilities not permitted/approved in DISTRICT's land application permit from the North Carolina DENR.
- 4.3 All buffer zones shall be clearly marked.
- 4.4 Any interruption (other than inclement weather) of the beneficial reuse activities for any period of time longer than two (2) days shall be reported to DISTRICT immediately, when such is determined.
- 4.5 Contractor shall provide adequate supervision of its employees to insure proper application techniques are being utilized at all times.
- 4.6 Contractor shall provide individuals who are capable of, and can maintain good relations with the program participants. Failure to do so shall be grounds for an immediate suspension of work and revocation of the Agreement.
- 4.7 Contractor shall make every effort to provide residuals application to all program participants.
- 4.8 Contractor shall provide the landowner with a copy of the residual analysis for volume land applied to his field.

Monitoring/Recordkeeping

APPENDIX A

- 5.1 Contractor shall be responsible for assisting in all monitoring as required by DISTRICT's Land Application permit and the Code of Federal Regulations Part 503.
- 5.2 All information shall be kept on file with Contractor and DISTRICT. DISTRICT requires that Contractor have a database management system for the storage of data for residuals management activities performed for DISTRICT. DISTRICT will require access to this database or shall be provided with the same program for on site data management.
- 5.3 Contractor shall keep daily logs indicating tanker loading, transportation, and application volumes. These logs shall be totaled daily and a copy submitted to the residuals coordinator no later than 5:00 p.m. on the first working day of the following week.
- 5.4 Monthly reports shall be provided to DISTRICT indicating: volume land applied, nutrient and metals analysis, and land application site information. This information shall include all information as required by the land application permit and 40 CFR Part 503 regulations. These records shall be submitted to the DISTRICT by the 15th day of the following month.
- 5.5 Contractor shall be responsible for compiling the annual report for submittal to the regulatory agencies. At least two (2) copies of each report shall be provided to DISTRICT.
- 5.6 Except for those performed by the DISTRICT, all required monitoring costs associated with land application/disposal shall be included in the schedule of fees. DISTRICT will be responsible for producing/generating biosolids in compliance with Federal and State regulations, and documenting the quality of the BIOSOLIDS relating to the pathogen reduction and vector attraction reduction.

Public Education/Acceptance

- 6.1 Contractor shall assist DISTRICT in a Public Education Campaign. Public Education may require Contractor to assist with technical papers, presentations, etc.
- 6.2 Contractor shall assist DISTRICT with the handling of complaints and/or questions regarding residual management activities.
- 6.3 Contractor shall assist DISTRICT with any other public notification that may be required by regulatory agencies.

Terms

- 7.1 Provided DISTRICT'S 1 million-gallon storage tank is empty, DISTRICT and Contractor maintain the right of termination for convenience at each succeeding anniversary date of this Agreement. Either party must give notice of termination within thirty (30) days after the anniversary date.