#### SCOPE OF WORK

# **Sewer System Cleaning and Inspection**

#### General

As required by the NC Department of Environmental Quality, Brunswick County must annually clean and inspect ten percent (10%) of its gravity sewer system. It is the intent of this specification to provide for the cleaning and inspection of a sanitary sewer collection system under a three - (3) - year contract to satisfy such requirements. The amount of gravity sewer may increase each year during the term of the contract; therefore, the total linear footage required to be cleaned and inspected each year may also change. The current County gravity sewer system totals approximately 795,000 linear feet.

Each year of the contract term, the County will issue a Notice to Proceed which will include all location maps showing the exact areas and amount of the gravity sewer system required to be cleaned and inspected for the respective year. All work under a Notice to Proceed **must be complete within three (3) months of the issuance of the Notice to Proceed.** Annual cleaning and inspection shall include all sewer lines and manholes. Each year's actual payment shall be made at the per unit prices as indicated on the attached Form of Proposal. A majority of the sewer system is located within easements or public rights-of-way. The Contractor may be required to enter onto private property for the purpose of inspection of pipelines and manholes. Where entry onto private property is required, the Contractor will be responsible for contacting the property owner and obtaining written permission for entry on the property. The Contractor shall notify the County immediately if help is needed to access private property.

National Association of Sewer Services Companies ("NASSCO") certification shall be the standard for evaluation, date collection, and reporting for all CCTV inspections. All CCTV operators shall be NASSCO certified by passing Pipeline Assessment and Certification Program ("PACP"). Supervisors, in addition to having the same qualifications as the operators, must have at least five (5) years' experience in videotaping sewer pipeline inspections. Proper evidence of certification shall be provided to Brunswick County in advance of the work for each person assessing the sewers and operating the inspection equipment.

#### **Sewer Line Cleaning Service**

The work shall include cleaning and inspection of gravity sewer mains of varying pipe sizes and associated manholes as shown on the yearly maps to be provided by the County with the Notice to Proceed for the respective year. The Contractor shall provide a written inspection report detailing any defects and or repairs needed. The Contractor shall use the County's supplied report format or submit proposed report format for County approval. The County shall provide disposal sites at the Shallotte Wastewater Treatment Facility and at the Carolina Shores Wastewater Treatment Facility for the disposal of excessive debris. It is the Contractor's responsibility to remove and transport the excessive debris in a safe and approved manner to these two facilities.

#### **Sewer Line Inspection Services**

All areas cleaned shall be inspected and video recorded as part of the project. Video and audio recording shall be clear and capable of producing a color picture with a minimum 460-line resolution. A color video recording of the inspection shall be created in a non-proprietary digital format and provided to the County as part of the final documentation of the project.

Each pipe segment (manhole to manhole) shall be identified by text on the initial screen, on the running screen during the inspection, and on the ending screen. The video footage shall include text showing running footage, upstream and downstream manhole ID numbers, date and time as well as other

pertinent information. The running distance shall be measured between the exit of the start manhole and the entrance of the finish manhole for a true measurement of the length of the pipe segment. It shall be recorded in standard units and the video display readout shall display units to one-tenth of a foot. The Contractor's equipment must have a cable footage-counter accurate to plus or minus two (2) feet per 1,000 feet.

The Contractor's equipment must have a camera capable of taking still frame photos of all line defects and/or any obstructions within the pipe. All defects (pursuant to NASSCO standards) shall be photographed for inclusion in the final written report. Still photos of all service connections must be taken and have proper identifying documentation.

Contractor shall also provide a written log and/or report listing all pertinent information as to the condition of the sewer being inspected. The report shall contain corresponding digital still photographs of any deficiencies noted in the report.

Video will include a video narration identifying the pipe segment by manhole number and street location. The narration shall identify all connections, general conditions of the sewer, problem areas, location of all connections or problem areas by linear footage and observations concerning the condition of the pipe joints. Records of daily work, inspection logs, and the video records shall be prepared and forwarded to the County on a weekly basis. The work product and videos become the property of the County.

The methodology of evaluation, data collection, and reporting criteria used for the NASSCO certification shall be followed for all CCTV inspections.

#### **Manhole Inspection**

All manhole inspections shall meet the standards of the NASSCO Manhole Assessment and Certification Program ("MACP") Level 1. Each manhole shall have a separate inspection report. The report shall be printed and become the property of Brunswick County, and a digital copy in a format acceptable to the County shall be provided at the end of the project. The report shall be clear and concise for the reader. It shall clearly show the condition of each component of the manhole. An example manhole inspection log is attached in Exhibit C. Manholes shall be cleaned as necessary as part of this contract to allow for a full inspection.

During the manhole inspection a digital photograph shall be taken of each manhole. The photos for each manhole shall be included in the inspection log for the manhole. A digital copy of all photos shall also be provided in a format acceptable to the County. The photos shall be named and indexed in an easy to understand convention. The photos of each manhole shall include all elements listed below and should be taken in order showing:

- a. Site perspective including any monuments that would determine location
- b. Top of manhole cover (before removal) to see frame to lid seal
- c. Bottom of manhole cover (after removal)
- d. Down manhole looking at invert (from street level)
- e. Effluent pipe
- f. Influent pipe
- g. Lateral #1
- h. Lateral #2
- i. Any photos of moderate and severe defects (take as many photos as there are defects)

The Contractor shall notify the County in the event that a manhole shown on the drawings cannot be located or opened using a pry bar and hammer. The County will assist in locating any missing manholes. In the event that manholes are found that are not shown on the provided maps, the Contractor shall clean and inspect the manhole as well as mark the location of the found manhole on the provided maps and contact the County so that the County may use GPS system to locate the manhole.

A detailed daily log will be kept including areas cleaned and inspected and work orders generated.

The Contractor should take notice that inspections shall not result in the interruption of sewage service to any customer. Sewage must be controlled within the pipeline at all times.

#### **EXHIBIT A**

NORTH CAROLINA

#### SERVICES AGREEMENT

**BRUNSWICK COUNTY** 

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

#### WITNESSETH:

#### 1. SERVICES; FEES

The services to be performed under this Agreement (hereinafter referred to collectively as "Services") include annual cleaning and inspection of the County's gravity sewer system. The Services are more fully set forth in the Request for Proposals entitled "Sewer Cleaning and Inspection" as published on \_\_\_\_\_\_ by Brunswick County. The Request for Proposals and any addenda thereto are collectively incorporated herein by reference. The agreed upon fees for said Services are set forth on the Form of Proposal attached hereto as Exhibit "A."

Each year of the term of this Agreement, the County will issue a Notice to Proceed which will include all location maps showing the exact areas and amount of the County's gravity sewer system required to be cleaned and inspected for the respective year. All work under a Notice to Proceed must be complete within three (3) months of the issuance of the Notice to Proceed.

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

#### 2. TERM OF AGREEMENT AND TERMINATION

The term of this Agreement begins on [\_\_\_\_\_\_]{Effective Date} (the "Effective Date") and continues in effect for three (3) years, unless sooner terminated as provided herein. The County may terminate this Agreement at any time without cause by giving sixty (60) days' written notice to Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to County showing in detail the work performed under this Agreement through the effective date of termination. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

#### 3. NONAPPROPRIATION

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

#### 4. COMPENSATION

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

#### 5. INDEPENDENT CONTRACTOR

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

#### 6. PROVIDER REPRESENTATIONS

- a. Provider is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;
- b. Provider has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- c. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Provider to enter into and perform its obligations under this Agreement;

- d. In connection with Provider's obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses;
- e. Provider shall not violate any agreement with any third party by entering into or performing the Services under this Agreement;
- f. Provider will perform all Services in conformity with the specifications and requirements of this Agreement;
- g. The Services provided by Provider under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including, without limitation, non-compete agreements);
- h. Provider shall exercise reasonable care and diligence when performing the Services hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said Services;
- i. Provider acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the Services, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and
- j. Provider shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by the County with respect to rules, regulations, policies and security procedures applicable to work on the County's premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

#### 7. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

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

#### 8. NON-ENDORSEMENT AND PUBLICITY

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

#### 9. NON-EXCLUSIVITY

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

#### 10. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

Provider hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

#### 11. DEBARMENT

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

#### 12. INDEMNIFICATION

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

#### 13. INSURANCE

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

#### 14. WORKERS' COMPENSATION

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

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

#### 15. REMEDIES

- a. **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, the County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:
  - i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement; and
  - ii. Deduct any and all expenses incurred by County in obtaining or performing the Services from any money then due or to become due Provider and, should the County's cost of obtaining or performing the Services exceed the amount due Provider, collect the amount due from Provider.
- b. **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Provider fails to perform under this Agreement until such breach has been fully cured.
- c. SETOFF. Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.
- d. **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.
- e. **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Provider, notwithstanding anything to the contrary in this Agreement, Provider agrees that it will not terminate this Agreement or suspend or limit any Services or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

#### **16. TAXES**

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

#### 17. HEALTH AND SAFETY

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

#### 18. NON-DISCRIMINATION IN EMPLOYMENT

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

#### 19. COMPLIANCE WITH E-VERIFY PROGRAM

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

#### 20. CONFIDENTIAL INFORMATION

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

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

- a. in the public domain through no fault of the Recipient;
- b. within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;
- c. lawfully received from a third-party having rights in the information without restriction, and without notice of any restriction against its further disclosure;

- d. independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;
- e. disclosed with the prior written consent of the Discloser; or
- f. required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser's sole expense.

#### 21. OWNERSHIP OF WORK PRODUCT

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

#### 22. NO ASSIGNMENT WITHOUT CONSENT

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

#### 23. GOVERNING LAW AND VENUE

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

#### 24. DISPUTE RESOLUTION

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

#### 25. GOVERNMENTAL IMMUNITY

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

#### **26. NON-WAIVER**

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

#### 27. ENTIRE AGREEMENT

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

#### 28. HEADINGS

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

#### 29. SEVERABILITY

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

#### **30. AMENDMENTS**

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

#### 31. NOTICES

- a. **DELIVERY OF NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.
- b. **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.
- c. **NOTICE ADDRESS.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:

i. For the County: Brunswick County Manager

P.O. Box 249 Bolivia, NC 28422 Fax: 910-253-2022

ii. For the Provider: {Vendor Name}

{Vendor Address}

{Vendor City}, {Vendor State or Territory} {Vendor Zip}

#### 32. SIGNATURES

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

ATTEST:		BRUNSWICK COUNTY		
Clerk to the Board	Ву:	Frank Williams Chairman		
[SEAL]				
{VENDOR NAME}				
By:				
Printed Name: {Vendor Signatory Name}				
Title: {Vendor Signatory Title}				
Date:				

"This instrument has been preaudited in the manner of Control Act."	required by the Local Government Budget and Fiscal
Julie A. Miller, Finance Director Brunswick County, North Carolina	
APPROVED AS TO FORM	
Robert V. Shaver, Jr., County Attorney / Bryan W. Batton, Assistant County Attorney	



# EXHIBIT B FORM OF PROPOSAL

Description	Estimated	Unit Price	Total Amount Bid
	Qty.	(\$/Each)	(Quantity x Unit Price)
Manhole Inspection and Reporting	325 (Ea)	\$	\$
Sewer Cleaning and TV Inspection and			
Reporting	81,234 LF	\$	\$

THE ESTIMATED QUANTITY SHOWN IS FOR PROPOSAL PURPOSES ONLY. PAYMENT WILL BE MADE BASED ON THE QUANTITY OF WORK PERFORMED.

CONTRACTOR CERTIFIES THAT THE PRICING CONTAINED HEREIN WILL BE GUARANTEED FOR THE DURATION OF THE CONTRACT TERM

FOR THE DURATIO	ON OF THE CONTRACT TERM.
Name of Company	
Mailing Address —	
Phone No. —	
E-Mail Address —	
experience with v	ription of your company. Include company history, company work of this type, experience of key employees to be involved in this it and a list of equipment to be used and procedures to be followed to eaning and inspection will be met.  By:
	(Printed Name)
	(Signature)
	Title:
	Date:



# EXHIBIT C Manhole Inspection Report

# **GENERAL INFORMATION**

Manhole ID:	Date:
Location: (Road R/W Easement)	Basin:
Diameter (ft):	Rain Guard: (Y/N)
Rim Elev. (ft):	Channel Depth (ft):
For BC use (Date added to GIS:	<u> </u>
MANHOLE STRUCTURE	
Concentric/Eccentric	Steps (Y/N) Condition:
Manhole Material: (Brick/Poly/Concert)	Condition:
Coated or Lined (Y/N)	Condition:
Coated or Lined (Y/N)  Bench Material:	Condition:  Condition:



### **PIPING**

Effluent Pipe Material:	Diameter (in):	Position: 6:00	Inv. Depth (ft):
Influent Pipe Material:	Diameter (in):	Position:	Inv. Depth (ft):
Influent Pipe Material:	Diameter (in):	Position:	Inv. Depth (ft):
Influent Pipe Material:	Diameter (in):	Position:	Inv. Depth (ft):
Influent Pipe Material:	Diameter (in):	Position:	Inv. Depth (ft):
Additional Pipes:			

## **PHOTOGRAPHS**

General: (a,b,c,d)	Pipe/Inverts: (e,f,g,h)	Defects: (i)

{Insert Photos of each type listed in the contract and label appropriately—add as many as necessary to adequately capture all issues}

# **COMMENTS:**













