

**CONTRACT ROUTING FORM**

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: Public Works

Department contract file name (use effective date): WaterGuard\_PublicWorks\_20240701

Project Code: Click here to enter text.

Contract type: Agreement

Contracted Services/Goods: Engineering services

Contract Component: Master

Change Order Number/Addendum Number: Click here to enter text.

Vendor Name: Water Guard, Inc

Effective Date: 07/1/2024

Approved by: County Manager

Date approved by the BOC: Click here to enter text.

Ending Date: Click here to enter a date.

Total Amount:\$ \$5.20/gal

Please Return Contract to:  
Name: Wendy Paschal  
Email:wendy.paschal@chathamcountync.gov  
Special Instructions for Clerks  
Office:

2. Department Head or his/her designee has read the contract in its entirety.

By: \_\_\_\_\_ (Department Head signature required)

3. County Attorney has reviewed and approved the contract

County Attorney has reviewed and rejects the contract  Reason: \_\_\_\_\_

This is an automatic renewal and does not require approval from the County Attorney: Yes  No

If this box is checked the County Attorney’s Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes  No

5. Vendor has signed the contract. Yes  No

6. A budget amendment is necessary before approval. Yes  No

If budget amendment is necessary, please attach to this form.

7. Approval

Requires approval by the BOC - contracts over \$100,000.00. Follow Board submission guidelines.

Requires approval by the Manager – contracts \$100,000 or less.

8. Submit to Clerk.

**Clerk’s Office Only**

Finance Officer has signed the contract

The Finance Officer is not required to sign the contract

**NORTH CAROLINA**

**AGREEMENT FOR GOODS AND/OR SERVICES**

**CHATHAM COUNTY**

**THIS AGREEMENT FOR GOODS AND/OR SERVICES** (this "Agreement"), made and entered into this 1st day of July, 2024 by Chatham County, a corporate and body politic of the State of North Carolina (the "County") and Water Guard, Inc. (the "Contractor"). Either the County or the Contractor may be referred to herein as a "Party" or collectively as the "Parties."

**WHEREAS**, the Contractor has agreed to provide goods and/or services as hereinafter set forth in a professional manner in accordance with the standards of Contractor's business or industry, and

**WHEREAS**, the County wishes to enter into an Agreement with Contractor to provide the goods and/or services specified in Appendix 1, Scope of Work, attached hereto and incorporated herein by reference and made an integral part of this Agreement.

**NOW THEREFORE**, in consideration of the premises and mutual agreement described below, the Parties agree as follows:

1. **Term of Agreement:** The term of this Agreement shall commence on July 1, 2024, and end on June 30, 2025, unless terminated hereinafter set forth. At the end of the initial term the County will consider a price adjustment, but only if Contractor can establish the same is reasonably necessary due to severe market changes. This Agreement may also be extended by the County, at its option, for two additional one-year terms.
2. **Scope of Service:** The Contractor shall provide to the County the goods and/or service (the "Services") set forth in the "Scope of Work" attached hereto as Appendix 1.
3. **Compensation:** As compensation for the Services to be provided by the County, the County shall pay the Contractor the sum of \$5.250//gal. for Ammonium Sulfate and \$5.250/gal. for Calcium Thiosulfate, payable within thirty (30) days from receipt of proper invoice and proper documentation that the goods/services have been delivered or provided in accordance with this Agreement or as otherwise set forth in Appendix 1.
4. **Insurance:** Contractor shall maintain insurance policies as shown in Appendix 2 for the entire term of this Agreement as well as any subsequent amendments.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of North Carolina and shall be rated not less than "A" by A.M. Best and Company. Contractors shall furnish Certificates of Insurance to the County, *naming the County as an additional insured*, prior to the commencement of Services. The certificates shall clearly indicate that Contractor has obtained insurance of the type, amount, and classifications as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Compliance with the foregoing requirements shall not relieve Contractor from any liability or obligations under this Agreement.

The County requires all that all contractors carry workers' compensation insurance. The County recognizes that contractors with fewer than three employees are not statutorily required to carry said insurance. The County reserves the right to waive the requirement to carry workers' compensation insurance on a case-by-case basis. If the contractor's status changes during the term of an agreement and worker's compensation insurance becomes statutorily required, the contractor must provide proof of said coverage to the County.

5. **Confidentiality:** All proprietary data and information, if any, furnished to Contractor by the County shall be regarded as confidential, shall remain the sole property of the County and shall be held in confidence and safekeeping by Contractor for the sole use of the County and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees, and agents will not disclose to any person, firm, or entity other than the County or its designated legal counsel, accountants, or practice management consultants any confidential information about the County. Contractor agrees to carry out its obligations to the County in compliance with all privacy and security regulations required by law.

6. Intellectual Property Owned by Contractor: This Agreement is subject to the North Carolina public records law and may be released upon request. Not all "Trade Secrets" will qualify as protected under N.C.G.S. §132-1.2 and 66-152.
7. Status of Parties: Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and the County. Contractor and its employees and representatives are independent contractors, solely responsible for its or their performance under this Agreement and shall have no legal authority to bind the County.
8. Assignment and Subcontracting: Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Contractor without prior written consent of the County, which consent may be withheld in the County's sole discretion.
9. Binding Effect: This Agreement shall be binding upon the Parties hereto, their heirs, administrators, executors, successors and assigns, if such assignment has been approved by the County.
10. Notices: Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, address as follows:

Chatham County  
Attn: County Manager  
Post Office Box 1809  
Pittsboro, North Carolina 27312  
919.542.8200

Water Guard, Inc.  
Attn: Shannon Walston  
1903 Herring Avenue  
Wilson, North Carolina 27893  
252.237.5208  
shannon@waterguardinc.com

11. Governing Law: This Agreement and the rights and obligations to the Parties hereunder shall be construed and governed by the laws of the State of North Carolina, and the venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Chatham County, North Carolina.
12. Modifications: This Agreement may be amended or modified only by the mutual written consent of the Parties. A modification is not enforceable against the County unless it is signed by the County Manager or other duly authorized official.
13. Entire Agreement: This Agreement contains the entire agreement between the Parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties or understandings, written or oral expressed or implied, between the Parties, other than as set forth or referenced in this Agreement.
14. Waiver: A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the Party against whom enforcement of the waiver is sought. The waiver of a breach of any provisions of this Agreement shall not operate or be construed as waiver of subsequent or other breach thereof.
15. Termination: This Agreement may be terminated as follows:
  - a. Cause: If the services provided by Contractor under this Agreement are not performed as specified herein, this Agreement may be terminated by the County for cause. Grounds for termination for cause shall include, but not be limited to, the following:
    - i. Failure to respond to reasonable requests from the County to provide the Services covered by this Agreement.
    - ii. Failure to properly recycle any electronic equipment as specified in Article 9, Chapter 130A of the North Carolina General Statute, or failure to comply with any statutory requirement included in the formal bid request, as provided in the bid packet, which bid packet is incorporated herein by

reference.

- iii. Failure to maintain the insurance required by this Agreement.
- iv. Charging rates or fees in excess of those permitted under this Agreement.
- v. Inefficient, or unsafe practices in providing Services.
- vi. The material breach of any provision of this Agreement.

b. Convenience: The County reserves the right to terminate this Agreement upon thirty (30) days prior written notice to Contractor for any reason deemed by the County to serve the public interest. This termination for convenience will not be made when termination is authorized under any other provision of this Agreement. In the event of such termination, the County shall pay the Contractor its costs directly attributable to those Services received by the County prior to termination that meet the requirements of this Agreement. Provided however, that no costs will be paid to the Contractor that are recoverable in the Contractor's normal course of doing business. The County is not liable for the loss of any profits anticipated to be made hereunder, nor for any special, consequential, or similar damage.

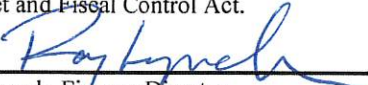
- 16. Annual Appropriations and Funding: This Agreement is subject to the annual appropriation of funds by the Chatham County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, the County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment for all Services satisfactorily provided under this Agreement up to and through the Contractor's receipt of notice of termination.
- 17. Indemnity: Contractor agrees to indemnify and hold harmless, the County, its officers, agents, servants, and employees from an all claims, actions, lawsuits, losses, damages, expenses, judgments or liabilities of any kind whatsoever (including without limitation, cost of defense and attorney fees) suffered by the County and proximately caused by an act or omission of Contractor, its subcontractors, agents, or employees.
- 18. State and Federal Requirements: By signing this Agreement, Contractor certifies that (*if applicable*) Contractor, and any of Contractor's subcontractor are in compliance with State and Federal laws, including any divestment list by the NC State Treasurer, and Federal or State debarment or suspension lists. The County Terms and Conditions are incorporated herein, made an integral part of this Agreement, and may be found at the County's web site: <http://www.chathamcountync.gov/finance>. A hard copy of the Terms and Conditions is available upon request.
- 19. Controlling Document: In the event of any conflict between this Agreement and any document, instrument, or other agreement prepared or provided by Contractor (including, without limitation, Contractor's purchase orders, invoices and warranties), the terms of this Agreement shall control.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement in their official capacities with legal authority to do so.


**CHATHAM COUNTY**

By:   
Dan LaMontagne, County Manager

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

  
Roy Lynch, Finance Director

**CONTRACTOR**

By:   
Name: James D. Moyer  
Title: President

## APPENDIX 1

PROJECT NAME: WTP Chemicals

### SCOPE OF SERVICES:

#### LIQUID AMMONIUM SULFATE - LAS (NH<sub>4</sub>)<sub>2</sub>SO<sub>4</sub>

##### Product Certifications:

- Meets or exceeds requirements set forth in American Water Works Association B302.
- Certified for potable water use by NSF International Standard 60.
- If the product delivered does not meet the requirements, a notice of nonconformance shall be given to the supplier within ten days of discovery of nonconformance. All nonconforming products may be rejected.
- Product shall not be manufactured outside of North America without written approval. The supplier shall provide, in writing, that the material was manufactured outside of North America, the origin of the material and certification of conformance with current standards.

##### Chemical Identity, General Properties and Characteristics:

- Generic Name: Ammonium Sulfate LAS
- Product shall be in liquid form with faint yellow to amber color
- Shall be clean and free of visible suspended matter.
- Shall contain no mineral or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been properly treated with product

##### Specifications:

Parameter	Requirements
pH	3.0 - 5.0
(NH <sub>4</sub> ) <sub>2</sub> SO <sub>4</sub> , %	38 - 40
NH <sub>3</sub> Equivalent, %	9.8-10.6
<b>Physical Properties</b>	
Specific Gravity @ 70°F (21°C)	1.216 - 1.228
Freezing Point	Less than 10°F (-12°C)
Density, lbs./gal.	10.15 - 10.3

##### Delivery:

- Product shall be delivered in 15-gallon drums.
- Product shall be physically delivered and stored in the appropriate chemical storage room

to be accepted by the County.

- The supplier is responsible for loading and returning all empty 15-gallon drums.
- Delivery shall be made within 5 business days of request between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday.

### **CALCIUM THIOSULFATE Ca(S<sub>2</sub>O<sub>3</sub>)**

#### **Product Certifications:**

- Meets or exceeds requirements set forth in American Water Works Association B300.
- Certified for potable water use by NSF International Standard 60.
- If the product delivered does not meet the requirements, a notice of nonconformance shall be given to the supplier within ten days of discovery of nonconformance. Owner shall have the right to reject all nonconforming products.
- Product shall not be manufactured outside of North America without written approval. The supplier shall provide, in writing, that the material was manufactured outside of North America, the origin of the material and certification of conformance with current standards.

#### **Chemical Identity, General Properties and Characteristics:**

- Brand Name: Captor or approved equal.
- Product shall be in liquid form with clear color
- Product shall be 100% soluble in water
- Shall be clean and free of visible suspended matter.
- Shall contain no mineral or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been properly treated with product
- Product is odorless

#### **Specifications:**

<b>Parameter</b>	<b>Requirement</b>
Assay [w/w % DeChlor - C]	24% min
Assay [w/v % DeChlor - C]	30% min
Specific Gravity [23 °/23 °C]	1.24 min
pH	6.5 – 8.0
Arsenic, ppm	1.00 max
Antimony, ppm	1.00 max
Barium, ppm	5.00 max
Beryllium, ppm	1.00 max
Cadmium, ppm	1.00 max

Chromium, ppm	1.00 max
Copper, ppm	5.00 max
Iron, ppm	2.00 max
Lead, ppm	1.00 max
Mercury, ppm	0.2 max
Nickel, ppm	1.00 max
Selenium, ppm	1.00 max
Zinc, ppm	5.00 max
Cyanide, ppm	1.00 max
Hydrogen Sulfide, ppm	0.1 max
% Insoluble Matter	0.10% by Wt. max

**Delivery:**

- Product shall be delivered in 15-gallon drums.
- Product shall be physically delivered and stored in the appropriate chemical storage room to be accepted by the County.
- The supplier is responsible for loading and returning all empty 15-gallon drums.
- Delivery shall be made within 5 business days of request between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday.

**TOTAL COMPENSATION:** of \$5.250//gal. for Ammonium Sulfate and \$5.250/gal. for Calcium Thiosulfate

**COMPLETION DATE:** June 30, 2025

**APPENDIX 2**  
**INSURANCE REQUIREMENTS**

Worker's Compensation  
Statutory Limits

Automobile Liability  
\$250,000 bodily injury per person  
\$100,000 property damage

General / Professional Liability  
\$ 100,000 bodily injury per person  
\$ 500,000 bodily injury per occurrence  
\$ 100,000 property damage