



Request for Qualifications No. 2024-062

Design, Development & Implementation of Asset Management Wastewater System Improvements

Due Date: April 23, 2024
Time: 2:00 PM EST
Receipt Location: Electronic Submittal
Union County Government Center
Procurement Department
500 N. Main Street, Suite 709
Monroe, NC 28112

Procurement Contact:

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1 NOTICE OF ADVERTISEMENT

**Union County, North Carolina
Request for Qualifications No. 2024-062
Engineering Services for Water and
Wastewater System Improvements**

Electronic Statements of Qualifications (SOQs) will be received by the Union County's Procurement Department at the Union County Government Center, 500 North Main Street, Monroe, NC 28112 until **2:00 PM on April 23, 2024**. Late submittals will not be accepted.

Union County, North Carolina, through Union County Water, is seeking SOQs from qualified respondents for design, development & implementation of asset management across the UCW organization and assets on an 'as needed' basis as outlined in this solicitation. As a Request for Qualifications (RFQ), responding respondents are not required to submit price information nor work product with submittal packages. Compliance with N.C.G.S. 143-64.31 is required.

This solicitation may be examined at the Union County Government Center, Procurement Department, 500 North Main Street, Suite 709, Monroe, NC 28112, Monday through Friday between the hours of 8:00 am and 5:00 pm. Copies of the solicitation may be obtained from the locations listed below:

1. Download the Solicitation Documents from the Union County Website <https://www.unioncountync.gov/government/departments-f-p/procurement-contract-management/current-bids>
2. Download the Solicitation Documents from the State of North Carolina eVP website <https://evp.nc.gov> (Bid by Departments, search County of Union).

Union County (UC) reserves the right to reject any or all submittals, to waive technicalities and to make such selection deemed in its best interest. With limited response, Union County reserves the right to extend the solicitation opening date as appropriate in order to assure a competitive procurement process.

Union County reserves the right to award to multiple respondents.

A North Carolina Engineering License may be required for this solicitation.

Respondents are required to comply with the non-collusion requirements set forth in the Solicitation Documents.

Union County encourages good faith effort outreach to Minority Businesses (HUB Certified) and Small Businesses.

2 SUBMITTAL DETAILS

2.1 SUBMISSION DEADLINE

All submittals, for the services specified, are to be received by the Union County Procurement Department no later than **2:00 PM EST on April 23, 2024**, per the instructions below. Any submittals received after this date and time shall be rejected without exception.

2.2 SUBMISSION REQUIREMENTS

The SOQ must be submitted electronically by using the following link: <https://portal.unioncountync.gov/Forms/procurementsubmit>. The submittal, one complete document, must be signed by a person who is authorized to bind the proposing Company. Instructions for preparing the SOQ are provided herein. Select the Solicitation drop down arrow and choose this RFQ from the list. Complete the form, upload the SOQ as one complete document and select submit. The maximum size accepted is 20 MB. An email response will be sent to the address entered on the form as your confirmation of receipt.

The SOQ **must be signed** by a person who is authorized to bind the proposing Respondent. Instructions for preparing the SOQ are provided herein. **Paper submissions will not be accepted. Submissions e-mailed directly to the Procurement Contact will not be accepted.**

There is no expressed or implied obligation for Union County to reimburse Respondents for any expenses incurred in preparing a response to this request.

Union County reserves the right to reject any or all submittals, to waive technicalities and to make such selection deemed in its best interest, to award to multiple Respondents, and to cancel this RFQ.


2.3 SUBMITTAL QUESTIONS

Submittal questions will be due on or before **2:00 PM EST on April 3, 2024**. The primary purpose is to provide participating Respondents with the opportunity to ask questions, in writing, related to the RFQ. Addenda will be issued prior to due date to answer applicable questions.

Submit questions by e-mail to Corey Brooks at corey.brooks@unioncountync.gov by the deadline shown above. The email should identify the RFQ number and project title. All questions and answers may be posted as addenda on www.unioncountync.gov and/or <https://evp.nc.gov>.

2.4 ADDENDA

Union County may modify the RFQ prior to the date fixed for submission of SOQs by the issuance of an addendum.



Should a Respondent find discrepancies or omissions in this RFQ or any other documents provided by Union County, the Respondent should immediately notify the County of such potential discrepancy in writing via email as noted above.

Any addenda to these documents shall be issued in writing. No oral statements, explanations, or commitments by anyone shall be of effect unless incorporated in the written addenda. Receipt of Addenda shall be acknowledged by the Respondent on Appendix B, Addendum and Anti-Collusion form.

2.5 COMMUNICATION

All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this Request for Qualifications must be made only through the Procurement Contact noted on the cover of this RFQ. A violation of this provision is cause for the County to reject a Respondent's SOQ. No contact regarding this document with the Board of County Commissioners or other County employees is permitted and may be grounds for disqualification.

3 INTRODUCTION


3.1 COUNTY

The County (estimated population 237,477) is located in the central, southern piedmont. The County provides its citizens with a full array of services that include public safety, water/wastewater utilities and sanitation, human services, cultural and recreational activities, and general government administration.

3.2 PURPOSE

Pursuant to G.S. 143-64.31, the Union County Department of Water hereby requests qualified consultants to submit a SOQ for Professional Services to design, develop, and implement Asset Management across the UCW organization and assets. The overall goal is to develop a partnership with selected consultant(s) to maximize the investment we have made in our people, data and systems, and water/sewer infrastructure to continue our efforts in the development of an asset management program that assists UCW in making better and informed decisions and to manage risk in a more strategic and systematic way.

Union County reserves the right to negotiate with one or more parties and is not obligated to enter into any contract with any respondent on any terms or conditions. Union County reserves the right to seek professional services through a separate RFQ for any project, whether identified or unidentified within the 2016 Master Plan or CIP documents, at its discretion. It is the intent of Union County to select the best qualified respondent(s) on the basis of demonstrated competence and qualifications in one or more areas of experience identified herein and to engage the services of such respondent(s) on an individual project basis for a period of three (3) years. The selected respondent(s) shall



provide work on an as-needed basis upon assignment, by way of task order, from Union County. The selection is not a guarantee that any minimum amount of water and wastewater asset management services will be assigned to any specific respondent and Union County reserves the right to re-institute the selection process at any time.

Note: This is a Request for Qualification (RFQ). Respondents are not required to submit project specific scope information or price. Do not submit price information nor work product with your submittal package. Each submittal package will be reviewed based on qualification criteria listed in this RFQ. In accordance with NC G.S. 143-64.31, the County will negotiate a contract with the best qualified respondent(s) based on the evaluation criteria outlined in this RFQ.


Work to be performed under this service agreement may include tasks such as:

- Asset Management Policy and Planning
 - Asset-specific plans and program development, horizontal and vertical infrastructure
 - Asset Management Policy Development and Improvement
 - Strategic Asset Management Framework Development and Improvement
 - Tactical Asset Management Plans and Initiatives
 - Condition, Criticality, and Risk Analysis
 - Development and Assessment of Risk Management Frameworks
 - Levels of Service and Performance Measures
 - Vertical Asset Maintenance and Management Strategy Development
 - Assessment of existing Asset Management-related systems and tools (ex. CMMS)

- Asset Management Data and Analytics
 - Asset-specific data model design
 - Technical design
 - Data Pipeline Strategy, Development and Architecture
 - Data Management Strategy Development and Documentation
 - GeoSpatial Application Development for Asset Program Representation
 - Data Governance and Standards Development
 - Risk and Condition Modeling, Analysis, and Organizational Implementation
 - Data Reporting and Visualization

3.3 WATER & WASTEWATER SYSTEM BACKGROUND INFORMATION

The Water and Wastewater systems presently serves an aggregate of approximately 56,700 water and 43,000 wastewater customers. The County is located along the North Carolina/South Carolina state line southeast of the City of Charlotte and Mecklenburg County. Water and wastewater service needs are increasing in the County, in large part due to its proximity to the City of Charlotte. Continued growth drives the need to analyze, plan, design and construct improvements to the water distribution, booster pumping, and storage facilities as well as the wastewater collection, pumping, and conveyance systems.



The 2016 Master Plan and current CIP identify projects within the water distribution and wastewater collection systems that must be implemented to meet present and future demands.


The County's water distribution system provides service to a significant portion of the County, including all major urbanized areas with the exception of the City of Monroe. Water service is provided to the communities of Indian Trail, Stallings, Waxhaw, Wingate, Weddington, Wesley Chapel, Fairview, Hemby Bridge and large areas of low-density land use in unincorporated Union County. The water distribution system includes approximately 5,700 hydrants, 20.5 million gallons (MG) of storage, 6 booster pump stations, and 1,140 miles of piping.

Water is supplied to the distribution system by the Catawba River Water Treatment Plant and the County's new Yadkin River Water Treatment Plant as of February 2024. The Catawba River Water Treatment Plant is jointly owned by Union County and Lancaster County Water & Sewer District and has a current treatment capacity of 40 million gallons per day (MGD), with each entity owning 50 percent of the treatment capacity up to a capacity of 100 MGD. The new Yadkin River Water Treatment Plant has a treatment capacity of 12 MGD that primarily serves the eastern portion of Union County including the Marshville and Wingate area but excluding the towns themselves.

Union County's wastewater system currently serves over 43,000 customers. The collection system piping is comprised of both gravity sewer and force mains with pipe diameters ranging from 4 inches to 48 inches. Union County's wastewater collection and treatment system currently includes approximately 18,550 manholes, 700 miles of gravity sewer pipe, 75 miles of sewer force main, 56 wastewater lift stations, and 5 wastewater treatment facilities. The wastewater treatment facilities range in size from .05 MGD to 7.5 MGD, providing a total treatment capacity of 9.65 MGD. The County also has 2.65 MGD and 3.0 MGD of contracted capacity in the City of Monroe's wastewater treatment plant and Charlotte Mecklenburg Utility's McAlpine Creek Wastewater Management Facility, respectively. The County will soon be expanding its largest wastewater treatment facility, the Twelve Mile Water Reclamation Facility, from 7.5 MGD to 9 MGD with construction scheduled to start in early 2024. Additionally, the County has recently completed rehab and renewal projects at the 1.9 MGD Crooked Creek Water Reclamation Facility. The Grassy Branch Water Reclamation Facility is currently being designed for an expansion to 0.120 MGD.

Union County Water employs a unified information management strategy that supports all operations and management. Our strategy emphasizes real-time data collection, analysis, and visualization to support, inform, and improve business decisions across the organization. UCW focuses on people, technology, process, and strategy components to balance investments, trade-offs, and performance issues.

Union County Water engages various technologies, implementations, and approaches to increase efficiencies, conserve resources, and improve operations and interactions



between utilities and customers. While this conceptual goal continues to advance, current innovations include:

- Advanced Metering Infrastructure (AMI) – an integrated system of smart meters, communications networks, and data management systems that enables two-way communication with customers.
- Advanced extract, transform, and load (ETL) tools for data interoperability – new strategies to blend geospatial data with other structured enterprise data for spatial visualization and analysis of integrated datasets
- Internet of Things (IoT) sensors – sensors used within plant operations (or others) to collect data and then use insights gained from that data to manage assets, resources and services efficiently. Respondent acknowledges that other terms and conditions may be incorporated into individual Task Orders executed under this contract to comply with requirements of specific federal and/or state funding sources.


4 DETAILED SUBMITTAL REQUIREMENTS AND INSTRUCTIONS

4.1 TERMS OF SUBMISSION

All material received from a person or company (“Respondent”) in response to this solicitation shall become the property of Union County and will not be returned to the Respondent. Any and all costs incurred by a Respondent in preparing, submitting, or presenting submissions are the Respondent’s sole responsibility and Union County shall not reimburse the Respondent. All responses to this solicitation will be considered a public record and subject to disclosure under applicable public records law.

Any material in a response which the Respondent considers a trade secret and exempt from disclosure as a public record under applicable law, including N.C.G.S. §§ 132-1.2 and 66-152, must be properly designated as a trade secret. In order to properly designate such material, the Respondent must: (i) submit any trade secret materials in a separate envelope, or file, from all other submitted material, being clearly marked as “Trade Secret – Confidential and Proprietary Information,” and (ii) stamp the same trade secret/confidentiality designation on each page of the materials therein which contain trade secrets.

To the extent consistent with public records law, Union County will make reasonable efforts to maintain the confidential nature of trade secrets, as determined by Union County and subject to the conditions set forth herein. Respondent understands and agrees by submitting a response to this solicitation, that if a request is made to review or produce a copy of any information in the Respondent’s materials which was properly labeled by the Respondent as a trade secret, Union County will notify the Respondent of the request and the date that such materials will be released to the requestor unless the Respondent obtains a court order enjoining that disclosure. If the Respondent fails to obtain the court order enjoining disclosure prior to that date, Respondent understands and agrees that Union County will release the requested information to the requestor on that date.



Furthermore, the Respondent also agrees to indemnify and hold harmless Union County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that has been designated as a trade secret by Respondent.

4.2 PROPOSAL FORMAT

The County desires all responses to be identical in format in order to facilitate comparison. While the County's format may represent a departure from the Respondent's preference, the County requests adherence to the format. All responses are to be in the format described below.

Respondents should prepare their SOQ in accordance with the instructions outlined in this section. The submittal should be one (1) complete document. Each Respondent is required to submit the SOQ electronically – Refer to item 2.2. The SOQ should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the RFQ.


Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, or tables should be numbered and clearly labeled. Response information should be limited to pertinent information only. Marketing and sales type information is not to be included.

The total length of the submittal, including cover letter, should be no more than 25 single-sided pages. Submittals should be on 8 ½" x 11" paper with an 11-point minimum text size; special graphics may be included on 11" x 17" paper with an 11-point minimum text size, if necessary. These special graphics pages will count toward the 25-page limit. The 11-point minimum text size does not apply to graphics, captions, tables, or figures, and there is no specific font style required.

Key personnel resumes may also be provided as an appendix to the document and will not count against the page limit. Covers, section acknowledgements, and the required forms, do not count against the page limit.

The submittal should be organized into the following sections:

- **Section A** – Cover Letter
- **Section B** – Project Team
- **Section C** – Project Experience
- **Section D** – Project Management, Approach and Quality Control
- **Section E** – Reputation of Respondent
- **Section F** – Required Forms
 - Appendix A – SOQ Submission Form
 - Appendix B – Addenda Receipt and Anti-Collusion



Omissions and incomplete answers may be deemed unresponsive. Please initial any corrections.

4.2.1 SECTION A – COVER LETTER

In your cover letter, include the following information about your company:

- Legal Company Name and DBA (if applicable)

Corporate Headquarters:

Address
Telephone Number
Website Address

Location Providing Service (if different from headquarters):


Address
Telephone Number

Company's NC Engineering License

- Name of Single Point of Contact (required)
Title
Address
Direct Telephone Number and/or extension
Email Address
- Name of Person with Binding Authority
Title
Address
Direct Telephone Number and/or extension
Email Address
- Describe your interest in this project and the unique advantage your respondent and team bring.
- Make the following representations and warranty in the cover letter, the falsity of which might result in rejection of its Statement of Qualifications:
“The information contained in this SOQ or any part thereof, including any exhibits, schedules, and other documents and instruments delivered or to be delivered to the County, is true, accurate, and complete. This SOQ includes all information necessary to ensure that the statements therein do not in whole or in part mislead the County as to any material facts.”

4.2.2 SECTION B – PROJECT TEAM

Provide a detailed organization chart that presents the team to be dedicated to these services. This should only include employees of the Respondent. Information to be included in this section shall include:

- 
- Professional, relevant qualifications of each team member, including which projects listed under the Project Experience section of the response, the project team individual(s) had a significant role;
 - Include North Carolina professional license information for each team member, as applicable;
 - Office location and number of years employee has worked for the Respondent;
 - Available time (in percent) that each team member may commit to these services;

4.2.3 SECTION C – PROJECT EXPERIENCE

Provide a minimum of three (3) representative projects summarizing Respondent's professional services experience related to Asset Management. Include the following information for each project:

- Owner's name;
- Owner's contact person name, address, telephone number, and email address;
- Title and description of the project;
- Description of the services provided;

4.2.4 SECTION D – PROJECT MANAGEMENT, APPROACH AND QUALITY CONTROL

Provide a brief description of the systems and methods employed by the respondent to effectively manage projects, including a summary on the management of: goal setting, managing client expectations, communications, scope, approach, quality control, managing project schedule, cost, quality control/assurance, risk and stakeholders within prescribed budgets and change management.

4.2.5 SECTION E – REPUTATION OF RESPONDENT

Provide a record of successfully completed projects without major legal or technical problems.

State whether the respondent has been sued or had a claim filed against it in the last five (5) years. If the answer is "yes" please, provide details of each suit or claim and the resolution of the matter.

4.2.6 SECTION F – REQUIRED FORMS

Submittals must include the following documents:

- Appendix A – Statement of Qualifications Submission (signed)
- Appendix B – Addenda Receipt and Anti-Collusion (signed)



5 EVALUATION CRITERIA AND SELECTION PROCESS

5.1 SELECTION PARTICIPANTS

1. Maintaining the integrity of the RFQ process is of paramount importance for the County. To this end, do not contact any member of the Union County Board of Commissioners or any member of the Union County staff regarding the subject matter of this RFQ until a selection is made, other than the County's designated contact person identified in the introduction to this RFQ. Failure to abide by this requirement shall be grounds for disqualification from this selection process.
2. The Owner will establish an RFQ Evaluation Team to review and evaluate the submittals independently in accordance with the published evaluation criteria.
3. Union County reserves the right to conduct interviews with a shortlist of selected respondents.
4. At its sole discretion, the Owner may ask written questions of Respondents, seek written clarification, and conduct discussions with Respondents on the submittals.
5. The Owner will provide written notification to all Respondents of the selection at the conclusion of the Procurement process.

At the owner's discretion, it will initiate negotiations with the preferred respondent(s). The "preferred respondent(s)" is (are) the respondent(s) that the owner determines achieves the apparent best overall ranking. If the owner is unable to execute a contract with the preferred respondent(s), negotiations with the preferred respondent(s) may be terminated, and provided that such negotiations are terminated in writing, the owner may proceed to negotiate with the next preferred respondent(s). The owner will continue in accordance with this procedure until a contract agreement is reached or the selection process is terminated. Negotiations are at the owner's sole discretion.

5.2 EVALUATION SELECTION PROCESS

A weighted analysis of the evaluation criteria will be utilized to determine the Respondent(s) that represents the best value solution for the County.

In the evaluation and scoring/ranking of Respondents, the Owner will consider the information submitted in the RFQ as well as the meetings (if applicable) with respect to the evaluation criteria set forth in the RFQ.

The initial evaluation criteria/factors and relative weights listed below will be used to recommend selection of the Preferred Respondent(s) or for the purpose of selecting Short-

Listed Respondents. The County may choose to award without engaging in interview discussions.

SOQ Evaluation Criteria	Weights
Project Team -Qualified staff; -Current workload and availability; -Familiarity with the area.	35%
Project Experience -Specialized or appropriate project experience; -Past performance on similar projects; -Understanding of specific needs of UCW; -Record of successfully completed projects without major legal or technical difficulties.	35%
Project Management, Approach, and Quality Control -Project management with respect to project goals, communication, and cost & schedule control; -Proposed approach; -Ability to address project challenges in a timely and definitive manner.	20%
Reputation of Respondent -History of successful completion of projects without loss or damage due to respondent's negligence.	10%

After identification of Short-Listed Respondents, the Owner may or may not decide to invite Short-Listed respondents for interviews/demonstrations. If interviews are scheduled with the Short-Listed Respondents, previous evaluation and rankings are not carried forward. For the purpose of selecting the Preferred Respondent(s), the evaluation criteria will be given the following relative weights:


Interview Evaluation Criteria	Weights
Project Team Project Experience Project Management, Approach, and Quality Control Reputation of Respondent	65%
Quality and Relevance of Interview as it Relates to the Scope of the RFQ	35%

5.3 AWARD PROCEDURE

The County reserves the right to make an award without further discussion of the submittals received. It is understood that any SOQ submitted will become part of the public record.

A submittal may be rejected if it is incomplete. Union County may reject any or all submittals and may waive any immaterial deviation in a submittal.

The County may accept the SOQ(s) that best serves its needs, as determined by County officials in their sole discretion.



More than one submittal from an individual, respondent, partnership, corporation or association under the same or different names will not be considered.

County may select and enter into negotiations with the next most advantageous Respondent(s) if negotiations with the initially chosen Respondent(s) are not successful.

The award document will be a Contract incorporating, by reference, all the requirements, terms and conditions of the solicitation and the Respondent's SOQ as negotiated.

The County may award to multiple respondents.

5.4 CONFLICT CERTIFICATION

The Respondent must certify that it does not have any actual or potential conflicts of interest with, or adversarial litigation against the County or any of its officers or employees. During the course of the contractual relationship formed pursuant to this solicitation, any such conflict of interest, whether newly arising or newly discovered, must be disclosed to the County in writing.

6 GENERAL CONDITIONS AND REQUIREMENTS

6.1 TERMS OF CONTRACT

The contract award will have a term of three (3) years, pending annual budget approval.

Union County has the right to reject any or all proposals, to engage in further negotiations with any Company submitting a proposal, and/or to request additional information or clarification.

All SOQ submitted in response to this request shall become the property of Union County and as such, may be subject to public review.

Recipients of federal funds must comply with applicable provisions of Federal procurement standards 2 CFR Part 200 in addition to applicable contract clauses required by North Carolina law.

6.2 EXCLUDED PARTIES (DEBARRED AND SUSPENSION)

Title 24 Code of Federal Regulations Part 24 requires that Union County not enter into contract with any agency, corporation, partnership, or other legal entity that has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from Participating in transactions involving Federal funds. All respondents are required to certify that neither you nor your principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in programs funded by a federal agency. Further, all respondents must certify that you will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 24 Code of Federal Regulations Part 24.



6.3 CONTRACTUAL OBLIGATIONS

The contents of this submittal and the commitments set forth in the selected SOQ shall be considered contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award. All legally required terms and conditions shall be incorporated into final contract agreements with the selected Service Provider(s).

All payroll taxes, liability and worker's compensation are the sole responsibility of the Respondent. The Respondent understands that an employer/employee relationship does not exist under this contract.

6.4 TEMPLAT MASTER AGREEMENT

Appendix C contains Union County's Multiple Project Agreement TEMPLAT (Engineering Services – Water Federal) that will serve as a basis for the contract with the selected respondent.

6.5 MINORITY BUSINESSES (MBE) OR DISADVANTAGED BUSINESSES (DBE)

It is the policy of Union County that Minority Businesses (MBEs), Women businesses (WBEs), Disadvantaged Business Enterprises (DBEs) and other small businesses shall have the opportunity to compete fairly in contracts financed in whole or in part with public funds. Consistent with this policy, Union County will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any contract because of sex, race, religion, or national origin.

6.6 EQUAL EMPLOYMENT OPPORTUNITY

All Respondents will be required to follow Federal Equal Employment Opportunity (EEO) policies. Union County will affirmatively assure that on any project constructed pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

6.7 EXPENSE OF FIRM

The County accepts no liability for the cost and expenses incurred by respondents in responding to this Procurement. Each Respondent that enters into the Procurement process shall prepare the required materials and the SOQ at its own expense and with the express understanding that the Respondent cannot make any claims whatsoever for reimbursement from the County for the costs and expenses associated with the process, even in the event the County cancels this Project or rejects all submittals.

6.8 E-VERIFY

E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Respondent/Respondent shall ensure that Respondent and any Subcontractor performing work under this contract: (i) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

6.9 NONDISCRIMINATION

Pursuant to Section 109 of the Housing and Community Development Act of 1974, no person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.

6.10 INSURANCE

One or more of the following insurance limits may be required if it is applicable to the project. The County reserves the right to require additional insurance depending on the nature of the agreement.

At Respondent's sole expense, Respondent shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

A. WORKERS' COMPENSATION

Statutory (coverage for three or more employees) limits covering all employees, including Employer's Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY

(for any agreement unless otherwise waived by the Risk Manager)
Covering Ongoing and Completed Operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

(for any agreement involving the use of a Respondent vehicle while conducting services associated with the agreement)

\$1,000,000	Combined Single Limit - Any Auto
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- D. PROFESSIONAL LIABILITY
(only for any agreement providing professional service such as engineering, architecture, surveying, consulting services, etc.)

\$1,000,000 Claims Made

Respondent shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

ADDITIONAL INSURANCE REQUIREMENTS


- A. The Respondent’s General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Respondent shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Respondent shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by Respondent shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Respondent’s personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Respondent.
- F. Notwithstanding the notification requirements of the Insurer, Respondent hereby agrees to notify County’s Risk Manager at 500 N. Main Street # 130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union County, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:

Department: _____
Contract #: _____

- 
- H. Insurance procured by Respondent shall not reduce nor limit Respondent's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- I. Certificate Holder shall be listed as follows:
- Union County
Attention: Keith A. Richards, Risk Manager
500 N. Main Street, Suite #130
Monroe, NC 28112
- J. If Respondent is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Respondent shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

6.11 INDEMNIFICATION

ENGINEER agrees to protect, indemnify, and hold OWNER, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character 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 proximately caused by the negligence or intentional misconduct of ENGINEER, its officers, employees, subcontractors or agents, except to the extent the same are caused by the negligence or willful misconduct of OWNER.



7 APPENDIX A – SOQ SUBMISSION FORM

**RFQ 2024-062, Design, Development & Implementation of Asset Management
Wastewater System Improvements**

Submit with SOQ

This SOQ is submitted by:

Company Legal Name: _____

Representative Name: _____

Representative Signature: _____

Representative Title: _____

Address: _____

City/State/Zip: _____

Email Address: _____

Phone Number: _____

Website Address: _____

It is understood that Union County reserves the right to reject any and all submittals, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and re-advertise this project. This Statement of Qualifications is valid for 120 calendar days from the due date and is submitted by an executive of the company that has authority to contract with Union County, NC.

Name: _____

Title: _____

Signature: _____

Date: _____

8 APPENDIX B – ADDENDUM AND ANTI-COLLUSION

RFQ 2024-062, Design, Development & Implementation of Asset Management Wastewater System Improvements

Submit with SOQ

Please acknowledge receipt of all addenda by including this form with your submittal. Any questions or changes received will be posted as an addendum on www.co.union.nc.us and/or <https://evp.nc.gov> . It is your responsibility to check for this information.

Addendum No.	Date Downloaded
_____	_____
_____	_____
_____	_____
_____	_____

I certify that this SOQ is made in good faith and without collusion with any other Respondent or officer or employee of Union County.

Legal Company Name: _____

Name: _____

Title: _____

Email Address: _____

Signature: _____

Date: _____



9 APPENDIX C – MULTIPLE PROJECT AGREEMENT TEMPLAT

RFQ 2024-062, Design, Development & Implementation of Asset Management Wastewater System Improvements

Do Not Submit with SOQ

---Informational Purposes Only---

MULTIPLE PROJECT AGREEMENT
BETWEEN
UNION COUNTY, NORTH CAROLINA
AND
[ENGINEERING FIRM]
FOR
PROFESSIONAL ENGINEERING SERVICES

DATE: _____

AGREEMENT
BETWEEN
UNION COUNTY, NORTH CAROLINA
AND
[ENGINEERING FIRM]
FOR
PROFESSIONAL ENGINEERING SERVICES

THIS IS AN AGREEMENT made as _____, between Union County, North Carolina, with principal offices at 500 N. Main St., Monroe, North Carolina 28112, hereinafter referred to as “OWNER” and [Engineering Firm], with offices at [Address], hereinafter referred to as “ENGINEER.”

OWNER desires to retain ENGINEER, a professional engineering firm, to provide engineering services on one or more projects in which the OWNER is involved; and

ENGINEER desires to provide such services on such projects as may be agreed, from time to time, by the parties.

OWNER and ENGINEER, in consideration of their mutual covenants, herein agree in respect of the performance of professional services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1 - PROJECT TASK ORDER

1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a “Task Order.” A sample Task Order is attached to this Agreement and marked as Exhibit “A”. No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement. Notwithstanding anything herein to the contrary, this Agreement does not require OWNER to purchase any minimum amount of professional services, and a decision by OWNER to not make any purchase hereunder will violate neither this Agreement nor any implied duty of good faith and fair dealing. OWNER has no financial obligation under this Agreement absent OWNER’s execution of a valid and binding Task Order.

1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control.

1.3 ENGINEER represents and agrees that it is qualified and fully capable to perform and provide the professional engineering services and other services required or necessary under this Agreement in a fully competent and professional manner, and that any consultants ENGINEER

engages (“Consultants”) are also fully capable and qualified to perform and provide the services that they will provide hereunder.

1.4 In performing services pursuant to this Agreement and any Task Order, ENGINEER shall comply with all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction. ENGINEER shall also exercise reasonable care and diligence in performing its services under this Agreement in accordance with generally accepted standards for engineering practice in the region which is the situs of the project or task subject to the Task Order (“Standard of Care”).

1.5 ENGINEER shall be responsible for all errors or omissions in the drawings, specifications, and other documents prepared by ENGINEER. It shall be the responsibility of ENGINEER throughout the period of performance under this Agreement, including any Task Order, to use reasonable professional care and judgment to guard OWNER against defects and deficiencies in any work.

1.6 ENGINEER shall correct at no additional cost to OWNER any and all errors, omissions, discrepancies, ambiguities, mistakes, or conflicts in the drawings, specifications, and other documents prepared by ENGINEER.

1.7 Time is of the essence in this Agreement. ENGINEER shall perform all services in a timely manner in accordance with any schedules set forth herein, including any Task Order. ENGINEER shall ensure all necessary or appropriate applications for approvals are submitted to federal, state, and local governments or agencies in a timely manner so as not to delay design or any other activities of a PROJECT.

1.8 Any of ENGINEER’s key personnel, along with its Consultants and their key personnel, may be listed in a Task Order. No changes to ENGINEER’s key personnel or its Consultants and their key personnel shall be permitted without the written consent of OWNER, which consent shall not be unreasonably withheld.

SECTION 2 - BASIC SERVICES

ENGINEER shall provide OWNER with all engineering and related services required to satisfactorily complete all phases and requirements of a Task Order within the time limitation set forth therein in accordance with the Standard of Care. ENGINEER’s basic services and responsibilities (“Basic Services”) for each Task Order are defined in the Appendix, Exhibit A, “Scope of Services”, which is part of this Agreement as if fully set forth herein. A detailed Scope of Services for each Task Order, or for Additional Services, will be developed at the direction of OWNER and will formally become a part of this Agreement through a Task Order executed by both parties, which Task Order shall include payment provisions and provisions for time of completion by ENGINEER.

2.1 General.

2.1.1 ENGINEER's Basic Services and responsibilities to OWNER are as defined in the Task Order applicable to each project. These services may include providing professional engineering consultation and advice and furnishing (civil, structural, mechanical, electrical, process, chemical, solid waste and recovery) engineering design services and/or construction administration services and related architectural/engineering services incidental thereto.

SECTION 3 - ADDITIONAL SERVICES

3.1 General

Additional Services ("Additional Services") are not included in the Basic Services; and shall be provided if authorized by Task Order; and shall be paid for by OWNER as provided in this Agreement, in addition to compensation for Basic Services.

SECTION 4 - OWNER'S RESPONSIBILITIES

OWNER shall perform the following:

4.1 Designate in writing a person to act as OWNER's representative with respect to services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret OWNER's policies and make decisions with respect to ENGINEER's services for the PROJECT, except those decisions which require approval by the County Manager or Board of Commissioners.

4.2 Provide to ENGINEER any data, plans, reports, and other information in possession of, and reasonably accessible by, OWNER which are relevant to the execution of ENGINEER's duties on the PROJECT; provide all criteria and full information as to OWNER's requirements for the PROJECT, including design criteria, objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations.

4.3 After receiving notice from ENGINEER, furnish, if necessary, services of soils/geotechnical engineers, archeological professionals or other consultants. These services may include, without limitation, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment, with reports and appropriate professional recommendations.

4.4 Provide land surveys to include property, boundary, easement, right-of-way, utility surveys, property descriptions, zoning, deed or other land use restrictions.

4.5 Arrange for access to, and make all provisions for ENGINEER and its Consultants to enter upon public and private property as required by ENGINEER and its Consultants, to perform services under this Agreement.

4.6 Review all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER.

4.7 Provide, if necessary, environmental assessments, or environmental impact statements related to the PROJECT; furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and approvals and consents from others as may be necessary for completion of the PROJECT, except those approvals, permits and consents to be provided by ENGINEER pursuant to this Agreement.

4.8 Provide accounting and insurance counseling services as necessary for OWNER regarding the PROJECT, and auditing services as OWNER may require to ascertain how or for what purpose any contractor has used the monies paid under the construction contract.

4.9 Advertise for proposals from bidders, open the proposals at an appointed time and place, and pay for all costs incidental thereto.

4.10 Give prompt notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any condition that affects the scope or timing of ENGINEER's services, or any defect or nonconformity in the Work of any contractor.

4.11 Render approvals and decisions as is necessary for the orderly progress of ENGINEER's services. ENGINEER shall be entitled to rely upon the accuracy and completeness of all information and services provided by OWNER or at OWNER's direction, unless ENGINEER knows or in the exercise of reasonable professional skill and care should or would have reason to know that information and services provided by OWNER were inaccurate or not completely accurate.

SECTION 5 - PERIODS OF SERVICE

5.1 The provisions of this Section 5 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the PROJECT through completion of the Services contained herein. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the performance of ENGINEER's services and required extensions thereto. If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such dates are exceeded through no fault of ENGINEER, all rates, measures and amounts of compensation provided herein may be subject to equitable adjustment.

5.2 The services required for the various phases shall be performed within the time stipulated and mutually agreed in the Task Order for which services are authorized.

5.3 ENGINEER's services shall be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER; or (2) thirty (30) days after the date when such submissions are delivered to OWNER for final acceptance, provided no dispute exists as to the quality of ENGINEER's submissions.

5.4 If OWNER requests significant modifications or changes in the general scope, extent or character of the PROJECT, the time of performance of ENGINEER's services and the various rates of compensation may be adjusted equitably.

SECTION 6 - PAYMENTS TO ENGINEER

6.1 Methods of Payment for Services and Expenses of ENGINEER

6.1.1 Payroll Cost shall mean the salary and wages at the time services are performed of all personnel engaged directly on the PROJECT, including, but not limited to, engineers, architects, scientists, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment; excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation, holiday pay, and other benefits.

6.1.2 Direct Labor Costs shall mean salary and wages at the time services are performed of all personnel engaged directly on the PROJECT, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel, but does not include indirect payroll-related costs or fringe benefits.

6.1.3 Per Diem shall mean an hourly rate as stated in the Task Order to be paid to ENGINEER as total compensation for each hour an employee of ENGINEER works on the PROJECT, plus Reimbursable Expenses.

6.1.4 Overhead Multiplier shall mean a factor by which the Direct Labor Cost is multiplied to compensate for general and administrative overhead. When the basis of compensation is Per Diem, the Overhead Multiplier includes profit. When the basis of compensation is Cost Plus Fixed Fee, the Overhead Multiplier Does not include profit.

6.1.5 Reimbursable Expenses shall mean the actual expenses incurred directly or indirectly in connection with the PROJECT, limited to: Consultant or subcontractor costs authorized by OWNER, transportation and subsistence incidental thereto, providing and maintaining field office facilities including furnishings and utilities if such office is reasonably necessary, subsistence and transportation of Resident Project Representatives and their assistants, express mail, reproduction of Reports, Drawings, Specifications, Bidding Documents, and similar PROJECT-related items in addition to those required as Basic Services. Reimbursable Expenses for each Task Order issued pursuant hereto shall be limited by a not-to-exceed amount designated in the Task Order.

6.1.6 Lump Sum shall mean a fixed amount agreed upon in advance, subject to modification and amendments, for services rendered.

6.1.7 Cost Plus Fixed Fee shall mean compensation based on Direct Labor Cost times an Overhead Multiplier plus Reimbursable Expenses, plus payment of a fixed amount agreed upon in advance, subject to modifications and amendments, for ENGINEER 's services.

6.2 Amount of Compensation for Services.

Compensation for Basic Services shall be on the basis of Per Diem, Lump Sum, or Cost plus Fixed Fee as specified in each Task Order. Compensation for Additional Services shall be on the basis of Per Diem, Lump Sum, or Cost plus Fixed Fee, with the amount of compensation for Additional Services to be determined at the time the Additional Services are requested.

6.3 Intervals of Payments

6.3.1 Payments to ENGINEER for Basic Services, Additional Services rendered, and Reimbursable Expenses shall be made once every month by OWNER. ENGINEER's invoices will be submitted once every month and will be based upon total services completed at the time of billing. OWNER shall make prompt payments in response to ENGINEER's invoices.

6.4 Other Provisions Concerning Payments

6.4.1 If OWNER fails to make any undisputed payment due ENGINEER for services and expenses within sixty (60) days after receipt of ENGINEER's statement, ENGINEER may, after giving seven (7) days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges.

6.4.2 If during any authorized phase the PROJECT is suspended or abandoned in whole or in part for more than ninety (90) days through no fault of ENGINEER, ENGINEER shall be compensated for all services performed prior to receipt of written notice from OWNER of such suspension or abandonment, together with any Reimbursable Expenses then due. If the PROJECT is resumed after being suspended for more than ninety (90) days, ENGINEER's compensation may be equitably adjusted.

6.4.3 If and to the extent that the contract time initially established in the Contract Documents is exceeded or extended through no fault of ENGINEER, compensation for any Basic Services required during such extended period of Administration of the Construction Contract may be equitably adjusted.

6.4.4 If any items in any invoices submitted by ENGINEER are disputed by OWNER for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER shall promptly notify ENGINEER of dispute and request clarification and/or remedial action. After any dispute has been settled, ENGINEER shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

6.4.5 Accounting records of ENGINEER's compensation for Additional Services and Reimbursable Expenses pertaining to the PROJECT shall be maintained by ENGINEER and its

Consultants and subcontractors in accordance with generally accepted accounting practices and shall be available for inspection by OWNER or OWNER's representatives at mutually convenient times for a period of three (3) years after completion of the PROJECT.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Term

This Agreement shall have a term of three (3) years from the date first set forth herein.

7.2 Termination

7.2.1 If, through any cause within ENGINEER's reasonable control, ENGINEER fails to fulfill in a timely and proper manner its obligations under this Agreement, or if ENGINEER violates any of the covenants, agreements, terms or conditions of this Agreement, OWNER shall thereupon have the right to terminate this Agreement, or any individual Task Order, by giving ten (10) days written notice to ENGINEER of such termination and specifying the date when termination shall be effective. If ENGINEER cures the defaults set forth in the notice, then it shall be obligated to continue to perform under this Agreement.

Notwithstanding the above, ENGINEER shall not be relieved of liability to OWNER for damages sustained by it by virtue of any breach of the Agreement by ENGINEER. OWNER may withhold payments to ENGINEER for the purpose of settlement until such time as the exact amount of damages due OWNER from ENGINEER is determined.

7.2.2 If, through any cause within OWNER's reasonable control, OWNER fails to fulfill in a timely and proper manner its obligations under this Agreement, or if OWNER violates any of the covenants, agreements, terms or conditions of this Agreement, ENGINEER shall thereupon have the right to terminate this Agreement by giving ten (10) days written notice to OWNER of such termination and specifying the date when termination shall be effective. If OWNER cures the defaults set forth in the notice, then ENGINEER shall be obligated to continue to perform under this Agreement.

7.2.3 OWNER may terminate this Agreement, or any individual Task Order, without cause, at any time upon provision of not less than five (5) days' written notice from it to ENGINEER. If the Agreement is terminated by OWNER as provided herein, ENGINEER shall be paid for Basic Services and Additional Services actually performed, less any payments previously made.

7.2.4 Upon termination, ENGINEER shall promptly discontinue all services under this Agreement unless the termination notice from OWNER directs otherwise.

7.3 Reuse of Documents

7.3.1 ENGINEER hereby assigns to OWNER, without reservation, all copyrights in all PROJECT-related documents, models, photographs, and other expression created by ENGINEER as required deliverables pursuant to this Agreement. Among those documents are

certain “Instruments of Service,” including any design drawings and construction documents. OWNER’s obligation to pay ENGINEER is expressly conditioned upon ENGINEER’s obtaining a valid written comprehensive assignment of copyrights from its Consultants (and subcontractors if applicable) and in terms identical to those that obligate ENGINEER to OWNER as expressed in this Subsection, which copyrights ENGINEER, in turn, hereby assigns to OWNER. OWNER in return hereby grants ENGINEER and its Consultants (and subcontractors if applicable) a non-revocable, non-exclusive license to reproduce the documents for purposes relating directly to ENGINEER’s performance of its obligations under this Agreement, use in ENGINEER’s professional activities for ENGINEER’s archival records, and for ENGINEER’s reproduction of drawings and photographs in ENGINEER’s marketing materials.

7.3.2 To the extent that liability arises from misuse of the Instruments of Service or reuse of the Instruments of Service on a project other than the PROJECT contemplated herein by OWNER or another engineer or design professional, ENGINEER shall not be responsible for that misuse or reuse of the Instruments of Service on a project other than the PROJECT contemplated herein.

7.4 Confidentiality

ENGINEER shall maintain the confidentiality of information specifically designated as confidential by OWNER, unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent ENGINEER from establishing a claim or defense in an adjudicatory proceeding. ENGINEER understands and agrees that in addition to any other information designated as confidential by OWNER, the detailed plans and drawings of public buildings and infrastructure facilities, pursuant to G.S. 132-1.7, are not considered public record and ENGINEER shall keep such information confidential. ENGINEER shall require of its Consultants and subcontractors similar agreements to maintain the confidentiality of information required to remain confidential by this Agreement.

7.5 Insurance

At ENGINEER’s sole expense, ENGINEER shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

- A. **WORKERS’ COMPENSATION**
Statutory (coverage for three or more employees) limits covering all employees, including Employer’s Liability with limits of:
 - \$500,000 Each Accident
 - \$500,000 Disease - Each Employee
 - \$500,000 Disease - Policy Limit

- B. **COMMERCIAL GENERAL LIABILITY**
Covering Ongoing and Completed Operations involved in this Agreement.

\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Each Occurrence
\$1,000,000 Personal and Advertising Injury Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 Combined Single Limit - Any Auto

D. PROFESSIONAL LIABILITY

\$1,000,000 Claims Made

ENGINEER shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

ADDITIONAL INSURANCE REQUIREMENTS

- A. ENGINEER's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY INSURANCE POLICY.

- B. Before commencement of any work or event, ENGINEER shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. ENGINEER shall have no right of recovery or subrogation against Union County (including its officers, agents and employees),
- D. It is the intention of the parties that the insurance policies afforded by ENGINEER shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- D. OWNER shall have no liability with respect to ENGINEER's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of ENGINEER.
- E. Notwithstanding the notification requirements of the Insurer, ENGINEER hereby agrees to notify OWNER's Risk Manager at 500 North Main Street, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. OWNER, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

F. The Certificate of Insurance should note in the Description of Operations the following:

Department: _____
Contract #: _____

G. Insurance procured by ENGINEER shall not reduce nor limit ENGINEER's contractual obligation to indemnify and save harmless OWNER for claims made or suits brought which result from or are in connection with the performance of this Agreement.

H. Certificate Holder shall be listed as follows:

Union County
Attention: Risk Manager
500 North Main Street
Monroe, NC 28112

I. If ENGINEER is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, ENGINEER shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

7.6 Controlling Law

7.6.1 This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. The parties to this agreement confer exclusive jurisdiction of all disputes arising hereunder upon the General Courts of Justice of Union County, North Carolina.

7.6.2 By its signature on this Agreement, ENGINEER represents and warrants that it is licensed and authorized to do business in the state of North Carolina and shall obtain all necessary licenses and permits required to perform the services set forth in this Agreement.

7.7 Successors and Assigns

7.7.1 OWNER and ENGINEER hereby bind their respective partners, successors, executors, administrators, legal representatives and, to the extent permitted by paragraph 7.6.2. below, their assigns, to the terms, conditions and covenants of this Agreement.

7.7.2 Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any

assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.

7.7.3 Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates, Consultants, and subcontractors as ENGINEER may deem appropriate to assist in the performance of services under this Agreement; however, the cost of any such professionals shall be passed through to OWNER without any surcharge, finder's fee or other added charge imposed by ENGINEER.

7.7.4 Except as may be expressly stated otherwise in this Agreement, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

7.8 Equal Employment and Nondiscrimination

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of state and federal equal opportunity statutes and regulations.

7.9 Indemnification

ENGINEER agrees to protect, indemnify, and hold OWNER, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character 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 proximately caused by the negligence or intentional misconduct of ENGINEER, its officers, employees, subcontractors or agents, except to the extent the same are caused by the negligence or willful misconduct of OWNER.

7.10 Changes and Modifications

OWNER and ENGINEER agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made a part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement.

7.11 Severability and Waiver

In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon OWNER and ENGINEER. One or more waivers by either of any provision, term, condition or covenant shall not be construed by the

non-waiving party as a waiver of a subsequent breach of the same provision by the waiving party.

7.12 Extent of Agreement

7.12.1 This Agreement, including all exhibits, and any and all amendments, modifications, and supplements duly executed by OWNER and ENGINEER in accordance with this Agreement, shall govern and supersede any and all inconsistent or contradictory terms, prior oral or written representations or understandings, conditions or provisions set forth in any purchase orders, requisitions, requests for proposals, authorizations of services, notices to proceed or other forms or documents issued by OWNER with respect to the PROJECT or ENGINEER's services. This Agreement shall constitute the entire understanding and agreement of OWNER and ENGINEER with respect to ENGINEER's services on the PROJECT.

7.12.2 ENGINEER and OWNER shall execute and deliver such further instruments as may reasonably be requested by the other with respect to completion of the transaction contemplated by this Agreement. None of the instruments shall contain undertakings or representations not set forth in the Agreement or inconsistent herewith.

7.13 Notice and Service Thereof.

Notices required hereunder shall be in writing and shall be deemed to have been duly given if mailed by certified or registered mail, return receipt requested, as follows:

(a) If to OWNER:

Facilities Director
Union County, NC Government
1407 Airport Road
Monroe, NC 28110

With a copy to:

County Attorney
Union County, NC Government
500 North Main Street, Suite 925
Monroe, NC 28112

(b) If to ENGINEER:

[Contact Person]
[Address]

or to such other persons or places as OWNER or ENGINEER shall furnish in writing to the other.

Any services and/or work performed, prior to execution of this Agreement, by ENGINEER for OWNER in connection with the PROJECT shall be covered and governed by this Agreement and deemed rendered pursuant hereto.

7.14 E-Verify.

E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. ENGINEER shall ensure that ENGINEER and any Consultant or subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by ENGINEER will be considered a breach of this Agreement, which entitles OWNER to terminate this Agreement, without penalty, upon notice to ENGINEER.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and executed this Agreement as of the day and year first written above.

WITNESS: UNION COUNTY

By: _____
Lynn West
Clerk to the Board

By: _____(SEAL)
Brian W. Matthews
County Manager

WITNESS: [ENGINEERING FIRM]

By: _____

By: _____(SEAL)

Approved As To Legal Form _____

APPENDIX

Exhibit A

Sample

TASK ORDER

*****NOTE: EACH TASK ORDER SHOULD BE SPECIFICALLY TAILORED TO INCLUDE ANY ADDITIONAL INFORMATION, TERMS AND CONDITIONS WHICH APPLY TO A PARTICULAR PROJECT, BUT WHICH DO NOT APPLY TO ALL OF THE OTHER PROJECTS TO BE PERFORMED UNDER THE MULTIPLE PROJECT AGREEMENT. THE “TASK ORDER NUMBER,” “PROJECT NAME,” “PROJECT DESCRIPTION,” “SCOPE OF BASIC SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT,” “PERIODS OF SERVICE,” AND “PAYMENT TO ENGINEER” WILL LIKELY BE INCLUDED IN EACH TASK ORDER. THE REMAINING “PARTS” SHOULD BE DELETED FROM THE TASK ORDER UNLESS THEY ARE NEEDED TO STATE INFORMATION, TERMS OR CONDITIONS WHICH DIFFER FROM THOSE CONTAINED IN THE MULTIPLE PROJECT AGREEMENT.**

This Task Order pertains to an Agreement by and between UNION COUNTY (“OWNER”), and [ENGINEERING FIRM] (“ENGINEER”), dated _____, (“the Agreement”). ENGINEER shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: _____

*****NOTE: THIS IS A SEQUENTIAL NUMBER BASED UPON THE YEAR IN WHICH THE AGREEMENT IS EXECUTED. FOR EXAMPLE, IF THE AGREEMENT WAS EXECUTED IN 2020, THE FIRST TASK ORDER WOULD BE NUMBER “2020-1,” THE SECOND TASK ORDER WOULD BE NUMBER “2020-2,” ETC.*****

RELATED RFQ NUMBER: _____

PROJECT NAME:

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF BASIC SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

PART 3.0 ADDITIONAL SERVICES, NOT PART OF BASIC SERVICES:

PART 4.0 OWNER'S RESPONSIBILITIES:

PART 5.0 PERIODS OF SERVICE:

PART 6.0 PAYMENTS TO ENGINEER:

- 1. Payment for Basic Services
- 2. Payment for Additional Services:

PART 7.0 OTHER:

This Task Order is executed this _____ day of _____, 20____.

UNION COUNTY,
NORTH CAROLINA

[ENGINEERING FIRM]

By: _____

By: _____

Name: Brian W. Matthews

Name: _____

Title: County Manager

Title: _____

Address: 500 N. Main St.
Monroe, NC 28112

Address: _____
