

NORTH CAROLINA

AGREEMENT FOR SERVICES

CHATHAM COUNTY

THIS AGREEMENT FOR SERVICES (this "Agreement"), made and entered into this _____ **day of** _____, **20** _____ by and between Chatham County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as the "County"), and **Utility Service Co., Inc.** (hereinafter referred to as "Contractor").

WHEREAS, Contractor, has agreed to develop an Asset Management Program for Valves and Hydrants in a professional manner in accordance with the standards of Contractor's industry and as hereinafter set forth; and

WHEREAS, the County wishes to enter into an Agreement with Contractor to provide the services specified in Appendix 1, Scope of Work, attached hereto and incorporated herein by reference.

NOW THEREFORE, in consideration of the mutual agreements described below, the parties agree as follows:

1. **Term of Agreement:** The initial term of this Agreement shall commence on **January 17, 2017 (the "Commencement Date")** and shall end on or before **January 31, 2018.**
2. **Scope of Service:** The Contractor shall provide to the County the Services (the "Services") set forth in the "Scope of Work" attached hereto as Appendix 1, which is incorporated herein and made an integral part of the Agreement.
3. **Compensation:** As compensation for the services to be provided by Contractor, the County shall pay the Contractor the amount of **\$299,399.00**, payable in 12 monthly invoices, within thirty (30) days of receipt of invoice.
4. **Insurance:** Contractor shall maintain insurance policies at all times with minimum limits as follows:

Coverage

Worker's Compensation
Statutory Limits

General/Professional Liability

\$100,000 bodily injury per person (BI) \$500,000 bodily injury per occurrence (BI) \$100,000 property damage (PD)

Automobile Liability

\$250,000 bodily injury per person (BI) \$100,000 property damage (PD) or

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. Contractor shall furnish Certificates of Insurance to the County, naming the County as an additional insured, prior to the commencement of operations. The certificates shall clearly indicate that Contractor has obtained insurance of the type, amount, and classification 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.

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 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. 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.
7. 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.
8. 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.
9. 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, addressed as follows:
- | | |
|--|---|
| Chatham County
Attn: Renee Paschal
Post Office Box 1809
Pittsboro, North Carolina 27312 | Utility Service Co., Inc.
Attn: Miguel Molina
1230 Peachtree Street, NE
Suite 1100, Promenade Bldg. II
Atlanta, Georgia 30309 |
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- Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this paragraph.
10. 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 venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Chatham County, North Carolina.
11. Modifications: This Agreement may be amended or modified by the mutual written consent of the parties. A modification is not enforceable against the County unless it is signed by the County Manager, Purchasing Agent, or other duly authorized official.
12. 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.
13. 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 provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.
14. Termination: This Agreement may be terminated as follows:
- (i) Cause: If the services provided by the Contractor under this Agreement are determined to be unsatisfactory or unacceptable, as determined by the County Manager, this Agreement may be

terminated by the County for default. Grounds for termination for default shall include, but not be limited to:

- (a) Failure to respond to all reasonable requests from the County to provide services covered by this Agreement.
- (b) Failure to maintain equipment in accordance with the requirements of this Agreement and with all laws.
- (c) 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 within the formal bid request, as provided in the bid packet, incorporated herein by reference.
- (d) Lack of proper insurance as required under this Agreement.
- (e) Charging rates or fees in excess of those provided in this Agreement.
- (f) Inefficient, or unsafe practices in providing services.
- (g) Other actions which impact unfavorably on the faithful performance of this Agreement.

- (ii) Convenience: The County reserves the right to terminate this Agreement upon thirty (30) days 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 provisions of this Agreement. In the event of any termination the County shall pay the Contractor those costs directly attributable to services received by the County in compliance with the Agreement prior termination. Provided, however, that no costs will be paid to the Contractor which are recoverable in the Contractor's normal course of doing business. The County is not liable for loss of any profits anticipated to be made hereunder, nor for any special, consequential or similar damage.

15. Annual Appropriations and Funding. This Agreement is subject to the annual appropriation of funds by the Chatham County 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 service satisfactorily provided under this Agreement up to and through the Contractor's receipt of notice of termination.

16. Hold Harmless: Contractor agrees to indemnify and hold harmless the County, its agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the provision of service under this Agreement.

17. County Policy: The County opposes discrimination on the basis of race and sex and requires all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under County contracts.

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18. E-Verify: Effective September 4, 2013 North Carolina local government units are prohibited from entering into certain contracts unless the contractor and the contractor's subcontractors, if any, comply with the requirements of N.C. Gen. Stats. §64-26(a). Prior to providing any services hereunder, Contractor and Contractor's subcontractors, if any, are subject to the provisions of N.C. Gen. Stats. §64-26(a). Contractor agrees to fully comply with such statute and require Contractor's subcontractors, if any, to fully comply with such statute.

Iran Divestment Act: If applicable, Contractor hereby certifies that Contractor, an all subcontractors, are not on the Iran Divestment List (the "List") created by the North Carolina State Treasurer pursuant to N.C.G.S § 143-6A-4. Contractor shall not utilize any subcontractor that is identified on the List.

Requirement to Recycle Certain Electronic Equipment: If applicable, Contractor's 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 within the formal bid request, as provided in the bid packet, incorporated herein by reference, shall be grounds for immediate termination of this Agreement.

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

Chatham County:

Renee F. Paschal, County Manager

Utility Service Company, Inc.:

Miguel Molina, VP of Tech. Services
1230 Peachtree Street, NE
Suite 1100, Promenade Bldg. II
Atlanta, GA 30309
Phone: 678-235-0280 Email:
mmolina@utilityservice.com

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

Vicki McConnell, Finance Director

APPENDIX 1

SCOPE OF WORK

PROJECT NAME: CHATHAM COUNTY SERVICE CONTRACT

SCOPE OF SERVICE:

1. General

This is a service contract for the provision of a water valve and fire hydrant evaluation, improvement and information program for the County as described in the Scope of Work. The Contractor shall develop, plan and execute a program that will include the following activities for each valve and fire hydrant in the County: locate, identify, assess, clean out, inspect, exercise, flow test, perform manufacturer's scheduled maintenance, perform minor repairs, record mapping grade GPS data, document, create a deliverable database, create work orders, and analyze the results. The County has over 3,500 valves of various sizes and 1,600 fire hydrants. It is anticipated that it will take 12 months to properly conduct this program and service all of these valves and hydrants.

2. Contractor Responsibilities

- **Locate the Valve and Fire Hydrants** - The County will provide Contractor with a minimum of two copies of the County's most current water distribution maps for the project area. The Contractor will locate all water distribution valves and fire hydrants using the following guidelines.
 - The Contractor will search for all valves and fire hydrants visually using the County's water maps.
 - The Contractor will search for water valves shown, but not identified by visual inspection, using a magnetic locator, probing rods and other tools.
 - If the valve or fire hydrant cannot be located after searching for fifteen minutes, the valve will be labeled "cannot locate" and documented as a work order and cumulatively identified on a section map.
- **Identify the Valve and Fire Hydrants** - Each valve and fire hydrant will be given a unique identifier by the Contractor. This unique identifier will be used by the Contractor and the County to reference the valves and hydrants.
- **Access the Valve and Fire Hydrants** - The Contractor shall be authorized to remove the valve box cover in order to access the valve.
- **Clean Out Valve Box and Vault** - The Contractor will remove (vacuum out) debris or pump out water from the box/vault in order to allow access to the valve-operating nut. In every case, the operating nut must be exposed and clearly visible (not under water or debris) when the valve is exercised.
- **Inspection** - The Contractor will perform a visual inspection of each fire hydrant and will perform a visual inspection of the valve and valve box/vault. This inspection will be conducted from street level and is intended to discover discrepancies that are readily visible.
- **Valve Exercising** - The Contractor will exercise each valve a minimum of two full cycles. (Exercise is defined as a full cycle, from open to shut to open again). All valves will be exercised with the minimum torque required so as to minimize the possibility of damaging the valve. Specific valve exercising guidelines are noted below.
 - a) All 4" and smaller valves will be exercised manually (one person on a handkey).
 - b) 6" to 12" valves will be exercised manually or with an electric or hydraulic valve exerciser with torque control and an automated turn's counter.
 - c) Valves equal to or larger than 16" will be exercised on a case-by-case basis at the sole discretion of the County.
 - d) Contractor will immediately notify the County of any valves found closed or broken, or if

any unsafe conditions are observed.

- e) Contractor will provide detailed, written valve-exercising processes that will be approved by the County and used by its operating crews that will include torque limits for every valve type and size anticipated in the scope of the program.
- f) If the valve fails to cycle at the torque limit, the exercise process will stop immediately. Additional torque may be applied to the valve, as directed by the County (with input from the Contractor) until the valve turns or the operation is suspended again at a higher torque.
- g) The bypass valve will be exercised first (if present). If the bypass valve does not operate, the main valve will be exercised between 50 and 75 percent of its travel in order to insure it does not become hydraulically locked in the closed position.

- **Fire Hydrant Flow Test and Preventative Maintenance** -A static and residual pressure along with a flow test shall be performed on every hydrant. This information shall be documented and logged in the database. Preventative Maintenance shall be performed on every fire hydrant as per the manufacturer.
- **Valve Marking** - Valve lid covers will be marked, as the inspection and exercising process is completed, with blue marking paint and a brass plate indicating the size of the valve and the number of turns. The mark is intended to provide field evidence of work completed at an individual valve.
- **Minor Repairs** - The Contractor will complete minor repairs as they are encountered throughout this program. Minor repairs are defined as repairs, which can return a valve or fire hydrants to full operability and do not require backhoe excavation or breaking the pressure barrier of the water system. While many different repairs may be necessary in order to restore valves to full operability, the Contractor will only be required to complete the following minor repairs:
 - Raising valve boxes in asphalt - Locate the paved over valve, cut asphalt (small cut), jackhammer down to the cover, apply risers to raise to existing street level, backfill with compacted material and patch with cold patch material.
 - Raising valve boxes in dirt - Locate the buried valve, dig down to the cover, apply risers to raise the box to existing ground level and backfill with compacted soil.
 - Re-aligning valve boxes - Cut asphalt, jackhammer or dig to reveal box upper section, vacuum excavate so that box can be adjusted, adjust box over the operating nut, backfill with compacted material and patch with cold patch material.
 - Repairs to fire hydrants - Minor repairs to fire hydrants are defined as repairs that can return a fire hydrant to full operability and do not require backhoe excavation. For example, replacing the stem on a hydrant or replacing the breakaway coupling on a hydrant. All materials will be provided by the County.

3. **GPS Mapping**

- All assets encountered in this program are to be GPS mapped with sub-meter accuracy and the data delivered in a database compatible with the County's GIS. The coordinate data shall be field collected with autonomous GPS readings and subsequently differentially corrected via post processing. The Contractor shall further refine positions through filtering and inspection to eliminate noise, problematic satellite geometry, and multi-path degradation.
- At a minimum and in addition to database attribute requirements, the following coordinate data items shall be generated as result of this process (valves):
 - *A unique identification number*
 - *Date of Operation*
 - *Valve size (in inches)*
 - *Valve type (gate or butterfly)*
 - *Operating nut depth (in feet and inches)*
 - *Close direction*
 - *Normal position - open/closed*
 - *Number of turns to achieve full closure*
 - *Final torque*
 - *Valve condition (operable, inoperable)*
 - *Valve discrepancies (categories and details)*
 - *Date recorded*
 - *Time Recorded*

4. **Conditions of Delivery**

Before field operations commence, a meeting between the Contractor and the County will be held to reach alignment on the specific data schemas to be employed. It is at this juncture that the Contractor and the County will reach agreement on which specific features will be collected, the format this feature data will conform to, and the final resting place for all collected and calculated information within the County's data infrastructure so that it can be appropriately mapped and accessed by the County staff. In addition, proposals shall provide a detailed solution to seamlessly integrate field collected GIS data and maintenance information into the County's GIS mapping system, including the County's XC2 asset management system.

5. **Employee Conduct**

The Contractor will insure that all activities are conducted in a professional manner. At a minimum the Contractor will insure all personnel are in an approved uniform, all field equipment is maintained clean and neat, all trucks are clearly identified with the Contractor's name and contact phone number and maintain written procedures for field operations and information management processes.

6. **Evaluation report**

The Contractor will evaluate and analyze the results of the program and develop an evaluation report for the County. This evaluation report will include an analysis of the results of the program, findings, learning's suggestions and recommendations for the County.

7. Reports

At a minimum the following deliverable reports will be presented periodically to the County;

- Validated compliant database
- Annotated maps which depict the program area
- A list of recommended valve/hydrant repairs
- Work orders for these repairs
- A list of recommended valve/hydrant replacements
- Evaluation report

8. Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, and vehicles on or around the job sites. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced immediately at no cost to the County.

9. The County Will Provide

- Two copies of the most current water distribution maps.
- Replacement parts to repair fire hydrants.
- Replacement valve boxes.

TOTAL COSTS: which includes all Reimbursables is \$299,399.00 payable in 12-monthly invoices.

COMPLETION DATE: on or before January 31, 2018

Document comparison by Workshare 9 on Monday, October 17, 2016 9:03:28 AM

Input:	
Document 1 ID	file://C:\Users\DRiner\Desktop\Utility Service - Valve and Hydrant Program.pdf
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Document 2 ID	file://C:\Users\DRiner\Desktop\REVISED H & V CONTRACT PER DIANA RINER 10-5-16.pdf
Description	REVISED H & V CONTRACT PER DIANA RINER 10-5-16
Rendering set	Standard

Legend:	
Insertion	
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