

**NORTH CAROLINA
CHATHAM COUNTY**

AGREEMENT FOR GOODS AND/OR SERVICES

THIS AGREEMENT FOR GOODS AND/OR SERVICES (this "Agreement"), made and entered into by and between Chatham County ("County"), and **Charles R. Underwood, Inc.** ("Contractor"), for rehab of actuators, flash mixer, and raw water meter vault.

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

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

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

1. Term of Agreement: The term of this Agreement shall commence on **March 1, 2020** and end on **May 1, 2020** unless terminated as hereinafter set forth.
2. Scope of Service: The Contractor shall provide to the County the goods and/or services (the "Services") set forth in the "Scope of Work" attached hereto as Appendix 1.
3. Compensation: As compensation for the Services to be provided by Contractor, the County shall pay the Contractor the sum of \$127,070.00, payable within thirty (30) days of the completion date.
4. Insurance: Contractor shall maintain insurance policies at all times with minimum limits as follows:

<u>Worker's Compensation</u>	<u>Automobile Liability</u>	<u>General /Professional Liability</u>
Statutory Limits	\$250,000 bodily injury per person \$100,000 property damage	\$100,000 bodily injury per person \$500,000 bodily injury per occurrence \$100,000 property damage

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 confidential information about the County. Contractor agrees to carry out its obligations to the County in compliance with all privacy and security regulations required by law.

6. Intellectual Property owned by Contractor: This Agreement is subject to the North Carolina public records law, and may be released upon request. Not all "Trade Secrets" will qualify as protected under N.C.G.S. §132-1.2 and 66-152. Contractor should consult legal counsel before signing this document if Contractor is unsure of its intellectual property status under these statutes.

7. Status of Parties: Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and the County. Contractor and its employees and representatives are independent contractors, solely responsible for its or their performance under this Agreement and shall have no legal authority to bind the County.

8. Assignment and Subcontracting: Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Contractor without prior written consent of the County, which consent may be withheld in the County's sole discretion.

9. Binding Effect: This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns, if such assignment has been approved by the County.

10. Notices: Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

Chatham County
Attn: County Manager
Post Office Box 1809
Pittsboro, North Carolina 27312
919-542-8200

Charles R. Underwood, Inc.
Attn: Zach C. Hinnant, P.E.
2000 Boone Trail Road
Sanford, North Carolina 27330
919-775-2463

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 provisions of this paragraph.

11. Governing Law: This Agreement and the rights and obligations to the parties hereunder shall be construed and governed by the laws of the State of North Carolina and venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Chatham County, North Carolina.

12. Modifications: This Agreement may be amended or modified only by the mutual written consent of the parties. A modification is not enforceable against the County unless it is signed by the County Manager, Purchasing Agent, or other duly authorized official.

13. Entire Agreement: This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Agreement.

14. Waiver: A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

15. Termination: This Agreement may be terminated as follows:

- (i) Cause: If the services provided by Contractor under this Agreement are not performed as specified herein, this Agreement may be terminated by the County for cause. Grounds for termination for cause shall include, but not be limited to, the following:
 - (a) Failure to respond to reasonable requests from the County to provide the Services covered by this Agreement.
 - (b) Failure to keep and maintain any equipment required for the performance of this Agreement in good working order and in compliance 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 included in the formal bid request, as provided in the bid packet, which bid packet is incorporated herein by reference.
 - (d) Failure to maintain the insurance required by this Agreement.
 - (e) Charging rates or fees in excess of those permitted under in this Agreement.
 - (f) Inefficient, or unsafe practices in providing Services.
 - (g) The material breach of any provision of this Agreement.

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

16. Annual Appropriations and Funding: This Agreement is subject to the annual appropriation of funds by the Chatham County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, the County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment for all Service satisfactorily provided under this Agreement up to and through the Contractor's receipt of notice of termination.

17. Indemnity: Contractor agrees to indemnify and hold harmless the County, its officers, agents, servants, and employees from any and all claims, actions, lawsuits, losses, damages, expenses, judgments, or liabilities of any kind whatsoever (including without limitation, cost of defense and attorney fees) suffered by the County and proximately caused by an act or omission of Contractor, its subcontractors, agents, or employees.

18. 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.

19. State and Federal Requirements; County Terms and Conditions: By signing this Agreement Contractor certifies that (if applicable) Contractor, and any of Contractor's subcontractors are in compliance with State and Federal laws, including any divestment list by the NC State Treasurer, and Federal or State debarment or suspension lists. The County Terms and Conditions are incorporated herein made an integral part of this Agreement and may be found at the County's web site: <http://www.chathamnc.org/finance>. A hard copy of the Terms and Conditions is available upon request

20. Controlling Document: In the event of any conflict between this Agreement and any document, instrument, or other agreement prepared or provided by Contractor (including, without limitation, Contractor's purchase orders, invoices and warranties), the terms of this Agreement shall control.

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

Chatham County:

By: _____
Dan LaMontagne, County Manager

Contractor

By: _____
Name: _____
Title: _____

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 SERVICES:

Filter Effluent Vault

Actuators and Air Lines

- Provide all labor, equipment, and materials to complete the following:
 - Perform confined space entry, with proper rescue equipment, forced air ventilation, and air quality monitor.
 - All personnel shall be adequately trained in confined space rescue per OSHA 1910.146
- Demo existing air line for actuators
 - 1" carbon steel airline to the union located just outside the structure
 - ¼" Rubber line leading to actuators
 - All pipe supports and stands
- Demo existing Flowserve Automax actuators, and butterfly valves
 - Provide temporary pipe supports to alleviate undue strain on header piping
- Provide and install new stainless steel 1" airline, fittings and isolation valves
 - all airline shall be properly supported using stainless steel uni-strut and pipe clamps anchored to structure with ¼" expandable wedge anchors
- Provide and Install new Kinetrol valve actuators and butterfly valves
- Provide and install ¼" air supply line, valves and fittings to each actuator using HDPE hose
 - All connections shall be terminated with the use of compression fittings
 - Support all supply lines with adequate strain relief and free from entanglement
- Introduce air to system, test for leaks, and ensure proper valve operation

Scour line Dresser Couplings

- Provide and install temporary pipe supports to 6" scour line header.
- Remove existing dresser couplings on header pipe and branch under butterfly valves
 - All dresser couplings shall be removed with grinder splitting the coupling in half.
 - All header piping will be left intact during demolition
- Provide and install stainless steel split Romac coupling or equal on 6" header line.
- Provide and install stainless steel split Romac couplings or equal on 4" branch lines
 - Coupling shall be Romac Armor Seal
- Provide new stainless-steel pipe supports
 - Pipe supports shall be hangers with threaded rod anchored into ceiling
- Re-introduce air to line and test for leaks

Main Valve Actuator Stems

- Remove existing actuators and stems
- Perform confined space entry into valvepit
 - Chatham county water shall be responsible for draining basin and maintaining plant operation while work is beingperformed
- Demo existing carbon steel stem extension, and operator
- Install new stainless-steel stem extension
 - Stem extension shall be fabricated out of minimum 2" stainless steel schedule 40

- pipe with intermediate coupling
- Valve end of extension shall be fabricated and machined to fit Dezurik 12" butterfly valve operating shaft with torque key
- Actuator end of stem shall be fabricated and machined with spur gear welded or keyed into stem.
- Assemble stem and fasten to valve
- Re-install actuator
- Actuate and adjust valve limits to ensure proper operation.

Air Line Seal Offs

- Provide and install split seals around lines penetrating the floor to prevent chlorine gas entering the valve vault.
 - Split seals shall be fabricated out of stainless steel
 - ¼" gasket material will be shall be adhered to the back of creating a seal around the pipe, and floor
 - Seals shall be anchored to the floor with ¼" wedge anchors with excess anchors trimmed to alleviate trip hazard.

Exhaust Fan & Louver

- Provide and install new exhaust fan and actuated louver in existing openings.
- Fan and louver shall operate on a timer for 10 minutes every hour to vent the vault

Conditions:

- 1.) Chatham Co Water responsible for pumping out pit (or majority of) before CRU begins work.
- 2.) Price above does not include the replacement of pipe outside the vault
- 3.) Price does not include any modifications to any mechanical or electrical equipment unless specified.
- 4.) Price does not include applicable sales tax

SCOPE OF SERVICES:

Flash Mixer

- Remove existing submersible flash mixer and nozzle assembly.
 - Chatham County to close influent isolation valve and drain flash mixer chamber.
 - WTP will need to be shut down.
- Form and pour concrete equipment pad for mounting of new mixer.
- Core existing concrete slab for shaft penetration.
- Provide and install new shaft driven agitator mixer:
 - Chemineer 2 stage agitator.
 - SS shaft and impellers.
 - Inverter duty TEFC motor
 - Gear reducer.
- Wire and conduit as required for electrical tie in.
- Adjust, startup and commission new flash mixer. Total

Conditions:

- 1.) Price is based on working daytime hours.

- 2.) Chatham County to drain flash mix chamber.
- 3.) Freight will be invoiced at cost + 10%.

SCOPE OF SERVICES:

Raw Water Flow Meter Vault Improvements

Remove existing venturi meter, butterfly valve, and actuator.

- Chatham County to close influent isolation valve and drain flash mixer chamber.
- WTP will need to be shut down.
- Provide and install the following new components inside vault:
 - ABB mag meter.
 - Butterfly valve with Auma Actuator
 - DI spool to make up for dimensional differences.
- Wire and conduit as required for electrical tie in.
- Vacuum excavate outside vault.
- Remove and replace 8" outlet pipe with new DI pipe and sleeve.
- Adjust, startup and commission new valve and mag meter. Total

Alternate

To provide a new venturi meter in lieu of mag meter, add \$6,500.00.

Conditions:

- 1.) Existing Rosemont unit to be reused.
- 2.) Estimated downtime for install is 3 days.
- 3.) Price is based on working daytime hours.
- 4.) Chatham County to close all existing isolation valves as required and drain flash mix chamber.
- 5.) Freight will be invoiced at cost + 10%.
- 6.) CRU has estimated 2 days of vacuum excavation – any savings will be credited to Chatham County.

TOTAL COSTS: \$127,070.00, inclusive of reimbursables

COMPLETION DATE: May 1, 2020