



Request for Qualifications No. 2026-045 Water and Wastewater Masterplan

Due Date: March 3, 2026
Time: 10:00 AM Local Time
Receipt Location: Electronic Submittal Only (Refer to Section 2.2)

Procurement Contact:

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1 NOTICE OF ADVERTISEMENT

Union County, North Carolina Request for Qualifications No. 2026-045 Water and Wastewater Master Plan

Electronic Statements of Qualifications (SOQs) will be received by the Union County's Procurement Department at 610 Patton Avenue, Monroe, NC 28110 until **10:00 AM Local Time on March 3, 2026.** Late submittals will not be accepted.

Union County, North Carolina, through its Water and Wastewater Department, is seeking SOQs from qualified firms to obtain expert professional, technical, and advisory services for the development of the county's Water and Wastewater Master Plan as outlined in this solicitation. As a Request for Qualifications (RFQ), responding firms 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, 610 Patton Avenue, Monroe, NC 28110, 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/departments/bids-procurement/current-bids>
2. Download the Solicitation Documents from the State of North Carolina eVP website:
<https://evp.nc.gov/solicitations/> (Search County of Union)

Union County 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.

A North Carolina Engineering License is required for this project.

Union County reserves the right to award to multiple vendors.

Offerors 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 **10:00 AM Local Time on March 3, 2026** per the instructions below. Any submittals received after this date and time shall be rejected without exception.

2.2 SUBMISSION REQUIREMENTS

The Statement of Qualifications must be submitted electronically using the following link: <https://portal.unioncountync.gov/Forms/procurementsubmit>. 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 30 MB. An email response will be sent to the address entered on the form as your confirmation of receipt. **Please add the confirmation email address to your contact list otherwise you may not receive.**

The submittal must be signed by a person who is authorized to bind the proposing Company. Instructions for preparing the SOQ are provided herein.

Paper and/or email submissions will not be accepted.

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

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


2.3 SUBMITTAL QUESTIONS

Submittal questions will be due on or before **3:00 PM Local Time on February 19, 2026**. The primary purpose is to provide participating Offerors with the opportunity to ask questions, in writing, related to the RFQ. The County may respond with an addendum within three (3) calendar days

Submit questions by e-mail to **Kyle Hodge** at kyle.hodge@unioncountync.gov by the deadline shown above. The email should identify as **RFQ 2026-045 Water and Wastewater Master Plan**. All questions and answers may be posted as addenda on www.unioncountync.gov and <https://evp.nc.gov/solicitations/>.

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 an Offeror find discrepancies or omissions in this RFQ, or any other documents provided by Union County, the Offeror 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 Offeror 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 Company'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 263,386) 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

Union County, North Carolina, through Union County Water (UCW) invites qualified consultants to submit Statements of Qualifications (SOQs) for professional services to complete an update to the 2040 Union County Water & Wastewater Master Plan.

The original 2040 Water & Wastewater Master Plan established a 20-year vision for system development, fiscal planning, and infrastructure investment. This update is intended to refine projections, incorporate new system conditions, and address Board direction since the development of the 2040 plan. This effort will focus on key changed conditions, updated modeling, and revised capital planning.

Responses will be evaluated to determine the Consultant's capability to provide professional services for water and wastewater planning, which may include any or all of the following:

- Experience in water and wastewater master planning and the development of integrated water resource management plans
- Understanding of local, regional and state-wide water and wastewater issues
- Coordination of water and wastewater planning with regulatory agencies
- Coordination of water and wastewater planning with Union County comprehensive planning and municipalities served by Union County
- Fiscal planning
- Demand forecasting

- Identification and evaluation of alternatives for water and wastewater systems
- Identification and evaluation of alternatives for long term wastewater treatment
- Hydraulic water modeling
- Complex hydraulic sewer modeling (gravity and pressure)
- Re-evaluation of CIP requirements
- Public education and involvement

The County encourages potential respondents to meet the base requirements of this RFQ and to suggest alternative approaches and methodologies.

4 PROJECT BACKGROUND

4.1 GENERAL

The Water and Sewer System presently serves an aggregate of approximately 59,000 water and 45,000 sewer customers. The County is located along the North Carolina/South Carolina state line southeast of the City of Charlotte and Mecklenburg County. Water and sewer service needs are increasing in the County, in large part due to its proximity to the City of Charlotte and Mecklenburg County and the presence of a strong transportation network which includes US 601, US 74, the CSX railroad, the I-485 Charlotte Outer Belt, and the Monroe Expressway.

4.2 THE WATER SYSTEM

Water service is provided to all Union County communities, (excepting Monroe) and unincorporated Union County.


UCW currently meets the water and wastewater needs of more than one half of Union County's population. UCW also provides wholesale water supply to the Town of Wingate and has a water sales agreement with the City of Monroe to sell up to 2 million gallons per day to the City as part of their long term water supply strategy.

The following table summarizes the water usage from each of the two current sources. The Catawba River Water Treatment Plant ("Catawba WTP") source includes a small percentage of use outside of the County.

Calendar Year 2025 County System Water Use (MGD)

Source	Average Day	Maximum Day	Plant Capacity
Catawba WTP	11.2	21.1	27
Yadkin WTP	4.4	9.1	13
Total	15.6	23.4	40

The primary water suppliers are the Catawba WTP and the Yadkin WTP. The County and the Lancaster County (South Carolina) Water and Sewer District have jointly developed the Catawba WTP in South Carolina. The Catawba WTP has a current treatment capacity of 40.0



MGD and started production in April 1993. Each entity is entitled to 50% of capacity (20.0 MGD), and each has rights to future expansions up to the total permitted capacity of 100 MGD.

Union County partnered with the Town of Norwood to develop an additional water supply on Lake Tillery, and secured an Intra-basin transfer (IBT) permit as part of the project. The IBT permit allows Union County to withdraw and transfer up to 23 MGD from the Yadkin Pee-Dee basin to the Rocky River sub-basin. Union County completed the construction of the Yadkin Regional Water Supply Project and began distributing treated water from the Yadkin River WTP in February 2024. Both the Catawba and Yadkin WTP's provide high quality water which meets all drinking water standards.

4.3 SANITARY SEWER SYSTEM

Union County's sewer system currently serves over 45,000 customers. The collection system piping is comprised of both gravity and force mains with pipe diameters ranging from 4 inches to 48 inches. Union County's sewer collection and treatment system currently consists of over 780 miles of pipe, and the sewer treatment facilities range in size from .05 MGD to 7.5 MGD. In addition, the County has 2.65 MGD and 3.0 MGD contracted capacity in the City of Monroe's wastewater treatment plant ("WWTP") and Charlotte Mecklenburg Utility's McAlpine Creek WWTP, respectively.

Previous projections indicated wastewater treatment capacity would be needed in the 2028–2030 time frame. The County evaluated constructing a new wastewater treatment plant in the northern area of the County as identified in the 2040 master plan however, plans for permitting, design, and construction have been placed on hold indefinitely.

5 SCOPE OF SERVICES

The following provides more detailed information on the requested scope of services. Each Consultant is encouraged to provide a more in-depth analysis of the services that may be needed to achieve the County's objectives.

5.1 OBJECTIVES OF PROJECT

- a. Update existing system performance criteria to establish target service levels and evaluate the water distribution and wastewater collections systems performance.
- b. Develop solutions that maximize the use of existing infrastructure.
- c. Review and update wastewater trunk line corridors, estimated size, and locations for lift stations, focusing on corridors that will support future development projects.
- d. Add pipes to existing skeleton wastewater model and estimate required financial resources for adding smaller pipe sizes to the existing model.
- e. Prioritize water and wastewater needs based on year and impact.
- f. Receive input from Union County's Board of County Commissioners in a workshop format to revisit the vision and policy objectives of the 2040 master plan effort.
- g. Establish planning level cost estimates for the recommended system improvements.
- h. Review and update the Capital Improvement Plan (CIP) for the next 10 years.
- i. Create detailed project sheets for all identified CIP projects.



5.2 SCHEDULE

The respondent is expected to provide a schedule for the delivery of these services as part of their submittal. The County continues to plan for the development of additional Water and Wastewater treatment capacity and needs to make timely decisions regarding alternative solutions. As such the project schedule and project approach needs to address how the consultant will advance this effort to provide the County with sufficient guidance for facility planning.

5.3 DELIVERABLES

- a. A draft report for County review and comment that would include an in-depth analysis of the collection and distribution system needs and high-level fiscal plan for program implementation. Digital versions will be sufficient for the County to review.
- b. Meet with the County to obtain and discuss review comments.
- c. Incorporate draft review comments in Comprehensive Water and Wastewater Master Plan.
- d. Prepare final draft report for County review and comment. Digital versions will be sufficient for the County to review
- e. Meet with the County to obtain and discuss review comments.
- f. Present draft findings to the Union County Board of Commissioners to solicit feedback and acceptance.
- g. Prepare final report incorporating County review comments.

5.4 THE FINAL WRITTEN REPORT SHALL CONTAIN AS A MINIMUM THE FOLLOWING:

- a. An Executive Summary of no more than five pages.
- b. Map of entire service area(s), full color.
- c. Map of existing water and wastewater infrastructure locations and size, full color.
- d. Map of proposed plan water and wastewater infrastructure locations and size, full color.
- e. CIP project summary sheets with conceptual project cost estimates for each identified project. Unit costs will be estimated, in order of preference, based upon recent local bid tabulations, regional unit cost summaries, and generalized unit costs.
- f. One (1) electronic copy in *.pdf format submitted to the County.
- g. GIS coverage's in ESRI format of proposed infrastructure layers including attributes.

5.5 THE COUNTY WILL PROVIDE THE FOLLOWING TO THE SELECTED CONSULTANT:

- a. Wastewater Master Plans dated 2016 and 2025.
- b. Water Master Plan dated 2016 and 2025.
- c. County Land Use Plan.
- d. Existing water and wastewater system information.
- e. Status of County's current design and construction projects.
- f. Access to Water Staff and County-assigned Project Manager.
- g. Other public documents from County, municipalities, and other governmental bodies as agreed upon.

6 DETAILED SUBMITTAL REQUIREMENTS AND INSTRUCTIONS



6.1 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.

6.2 SOQ 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 vendor’s preference, the County requests adherence to the format. All responses are to be in the format described below.

Offerors should prepare their SOQ in accordance with the instructions outlined in this section. The submittal should be one (1) complete document. Each Offeror is required to submit the SOQ electronically – Refer to page 4, 2.2. The SOQ should be prepared as simply as possible and provide a straightforward, concise description of the Offeror’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.

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** – Firm Background and Experience
- **Section C** – Project Team
- **Section D** – Project Experience
- **Section E** – Project Management, Approach and Quality Control
- **Section F** – Project Approach and Methodology
- **Section G** – 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.

6.2.1 SECTION A – COVER LETTER

The cover letter shall briefly introduce your firm, principal in charge, and area(s) of experience in which your firm is seeking consideration. Also include the following;

- Expression of firm’s interest in the work;
- Statement of whether firm is on register with the Secretary of State;
- Statement regarding firm’s possible conflict(s) of interest for the work.
- Legal company name and DBA (if applicable).
- Corporate headquarters’ address, phone number and Website address.
- Location Providing Service (if different from headquarters), address and telephone number.
- Name of single point of contact, title, direct telephone number and/or extension and direct email address. (Required)
- Name of person with binding authority, title, address, direct telephone number and/or extension and email address.
- 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.”

6.2.2 SECTION B – FIRM BACKGROUND AND EXPERIENCE

Provide a general description of the capabilities of your firm, including an overview related to its history, overall size, and experience preparing designs, construction bid documents and contract management oversight for Water and Wastewater development for governmental entities.

State whether the firm has been sued or had a claim filed against it for defective design or errors and omissions 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.

6.2.3 SECTION C – PROJECT TEAM

Provide a detailed organization chart that presents an adequately staffed team to be dedicated to these services. This should include the project manager, engineers and/or architects, and other supporting staff to be used in completion of the work. Information to be included in this section shall include:

- Professional, relevant qualifications for up to five (5) projects for each team member, including the projects listed under the Project Experience section below in which the project team individual(s) had a significant role.
- Include North Carolina license information for Engineers, Architects and/or Surveyors assigned to this project.
- Office location and number of years employee has worked with their current firm.
- Available time, in percentage, that each team member may commit to these services.
- Current workload and municipal projects awarded.
- Subconsultants to be utilized in the execution of the project must be clearly identified within the organizational chart. Provide relevant qualifications for up to five projects for each subconsultant proposed as part of the project team. Projects listed should demonstrate prior successful teaming with the respondent.

6.2.4 SECTION D – PROJECT EXPERIENCE

Provide a minimum of five (5) representative projects summarizing your firm’s professional services experience in municipal and/or park design. Include the following information for each project:

- Owner’s name and title;
- Owner’s contact person name, address, telephone number, and email address;
- Title and description of the project;

- Description of the services provided;
- Engineer's estimate of probable cost versus actual cost;
- Estimated construction schedule versus actual completion;
- Change order history including reasons for any increase or decrease to the contract cost and duration.

6.2.5 SECTION E – PROJECT MANAGEMENT, APPROACH AND QUALITY CONTROL

Provide a brief description of the Quality Assurance (QA) and Quality Control (QC) checklist, systems and methods employed by the firm to effectively manage the project, including a summary on the management of goal setting, client expectations, communications, scope, approach, quality control, project schedule, cost risk and stakeholders.

6.2.6 SECTION F – PROJECT APPROACH AND METHODOLOGY

Discuss your firm's approach to this project and include the following:

- Firm's general approach to design, permitting, and cost estimating.
- Firm's basic approach to engaging stakeholders and coordinating work activities associated with the project.
- A response to the question "Why should Union County select your firm for these services?"

6.2.7 SECTION G – REQUIRED FORMS

Submittals must include the following documents:

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

7 EVALUATION CRITERIA AND SELECTION PROCESS

7.1 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 Offerors, seek written clarification, and conduct discussions with Offerors on the submittals.
5. At the Owner's discretion, it will initiate negotiations with the Preferred Offeror. The "Preferred Offeror" is the Offeror that the Owner determines achieves the apparent best overall ranking. If the Owner is unable to execute a contract with the Preferred Offeror, negotiations with the Preferred Offeror may be terminated, and provided that such negotiations are terminated in writing, the Owner may proceed to negotiate with the next Preferred Offeror. 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.

7.2 EVALUATION SELECTION PROCESS

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

In the evaluation and scoring/ranking of Offerors, the Owner will consider the information submitted in the RFQ as well as the meetings (if applicable) with the respect to the evaluation criteria set forth in the RFQ as follows on next page:

SOQ Evaluation Criteria	Weights
Experience of Firm, Quality and Innovation	10%
Project Team <i>Qualified staff and proposed consultant team for the project;</i> <i>Current workload and availability to support the project; and</i> <i>Familiarity with the area where the project is located.</i>	30%
Project Experience <i>Specialized or appropriate project experience;</i> <i>Past performance on similar projects;</i> <i>Understanding of specific needs for this project; and</i> <i>Record of successfully completed projects without major legal or technical difficulties.</i>	40%
Project Management, Approach, and Quality Control <i>Project management with respect to project foals, communication, and cost/schedule control;</i> <i>Proposed approach for the project: and</i> <i>Ability to address project challenges in a timely and definitive manner.</i>	20%

The initial evaluation criteria/factors and relative weights listed below will be used to recommend selection of the Proposed Offeror or for the purpose of selecting Short-Listed Offerors. The County may choose to award without engaging in interview discussions.

After identification of Short-Listed Offerors, the Owner may or may not decide to invite Short-Listed firms for interviews/demonstrations. If interviews are scheduled with the Short-Listed Offerors, previous evaluation and rankings are not carried forward. For the

purpose of selecting a Preferred Offeror, the evaluation criteria will be given the following relative weights:

SOQ Interview Evaluation Criteria	Weights
Project Team and Availability of Resources; Project Experience; and Project Management, Approach, and Quality Control.	65%
Quality and Relevance of Interview as it Relates to the Scope of the RFQ	35%

7.3 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 an SOQ that best serves its needs, as determined by County officials in their sole discretion.

More than one submittal from an individual, firm, 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 Offeror if negotiations with the initially chosen Offeror are not successful.

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

8 GENERAL CONDITIONS AND REQUIREMENTS


8.1 TERMS OF CONTRACT

Union County has the right to reject any or all submittals, to engage in further negotiations with any Company submitting an SOQ, 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.

8.2 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 firms 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 firms 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.

8.3 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 Proposer. The Proposer understands that an employer/employee relationship does not exist under this contract.

8.4 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.

8.5 EQUAL EMPLOYMENT OPPORTUNITY

All Firms 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.

8.6 DRUG-FREE WORKPLACE

During the performance of this Request, the Firm agrees to provide a drug-free workplace for his employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the Firm maintains a drug-free workplace.



For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor/firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Request.

8.7 EXPENSE OF FIRM

The Owner accepts no liability for the cost and expenses incurred by firms in responding to this Procurement. Each Firm 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 Firm cannot make any claims whatsoever for reimbursement from the Owner for the costs and expenses associated with the process, even in the event the Owner cancels this Project or rejects all submittals.

8.8 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. Vendor/Firm shall ensure that Firm and any Subcontractor performing work under this contract: (i) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

8.9 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.

8.10 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 Contractor’s sole expense, Contractor 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 contractor vehicle while conducting services associated with the agreement)

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

- D. PROFESSIONAL LIABILITY
(only for any agreement providing professional service such as engineering, architecture, surveying, consulting services, etc.)

\$1,000,000 Claims Made

Contractor 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 Contractor'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, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor 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 contractor 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 Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor 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, 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 Contractor shall not reduce nor limit Contractor'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 Risk Management
 - 500 N. Main Street
 - Monroe, NC 28112
- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor 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.

8.11 INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold Union County, 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 due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.



9 APPENDIX A – SOQ SUBMISSION FORM

RFQ 2026-045 Water and Wastewater Master Plan

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. Statement of Qualifications is valid for 180 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: _____



10 APPENDIX B – ADDENDUM AND ANTI-COLLUSION

RFQ *Water and Wastewater Master Plan*

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 www.ips.state.nc.us. 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 offeror or officer or employee of Union County.

Legal Company Name: _____

Name: _____

Title: _____

Email Address: _____

Signature: _____

Date: _____



11 APPENDIX D – TEMPLATE MASTER AGREEMENT

RFQ 2026-045 Water and Wastewater Master Plan

Do Not Submit with SOQ

---Informational Purposes Only---

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF UNION

THIS AGREEMENT is made and entered into as of _____, by and between UNION COUNTY, a political subdivision of the State of North Carolina, whose address is 500 N. Main Street, Monroe, NC 28112, hereinafter "Union," and _____, a _____, whose address is _____, hereinafter "Contractor."

WHEREAS, Union desires that Contractor perform certain services related to critical intersection design and cost estimation; and

WHEREAS, Contractor is willing to perform such services as described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do each contract and agree with the other as follows:

1. SERVICES PERFORMED. Contractor agrees to perform services in accordance with, and as further described in (i) Union's Request for Qualifications _____ (the "RFQ"), (ii) Contractor's Statement of Qualifications (the "SOQ"), and (iii) _____ (the "Fee Estimate"), which are each attached and incorporated herein by reference (hereinafter the "Services"), to the extent they do not conflict with the terms and provisions of this agreement document. The contract documents shall be comprised of this agreement document (pages _____); the RFQ; the SOQ; and the Fee Estimate; collectively referred to herein as the "Agreement." In the event of any conflict among the contract documents, the Fee Estimate shall govern over the SOQ, the RFQ shall govern over the Fee Estimate and SOQ, and this agreement document (pages _____) shall govern over the RFQ, the Fee Estimate, and the SOQ. In performing the Services, the Contractor shall comply with all applicable federal, state, and local laws.

2. FEE AND PAYMENT SCHEDULE. Union shall pay Contractor up to _____ Dollars (\$ _____) for performance of the Services in accordance with the Fee Estimate. Contractor shall invoice Union monthly for Services performed and completed during preceding month. Payment is due within thirty (30) days of receipt of an accurate invoice by Union's Finance Division. Notwithstanding anything herein to the contrary, the amount expended pursuant to this Agreement shall not exceed _____ Dollars (\$ _____).

3. WORK SCHEDULE. Contractor shall complete all of the Services described in Section 1 herein by _____.

4. TERM AND TERMINATION. The Effective Date is the date of mutual execution of this Agreement. This Agreement shall have a term through _____. Union may terminate this Agreement at any time, with cause (violation or breach of Agreement terms) or without cause, by notification to Contractor in writing. In the event of such termination, Contractor shall be paid for services performed to the date of notification of termination by Union.

5. OWNERSHIP OF DOCUMENTS. All deliverables and any other contract documents prepared by Contractor, or any subcontractors or subconsultants under the terms of this Agreement (“the Documents”), shall be the property of Union. Contractor further acknowledges that Union is subject to Chapter 132 of the North Carolina General Statutes, the Public Records Act (the “Act”), and that this Agreement, as well as any of the Documents as defined herein, shall be a public record as defined in such Act, and as such, will be open to public disclosure and copying.

6. RETENTION OF DOCUMENTS. Contractor shall maintain all books, documents, papers, accounting records, and other information pertaining to costs incurred related to the Services for a period of three (3) years from the date of final payment from Union to Contractor under this Agreement and make such materials available at its offices at all reasonable times during the Agreement and such three (3) years period from the date of final payment for inspection and audit by Union or any State or federal funding agency which provided funding to Union for payments under this Agreement.

7. BASIC INSURANCE REQUIREMENTS. At Contractor’s sole expense, Contractor 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.

A. **WORKERS’ COMPENSATION**

Statutory 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 all 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
\$5,000	Medical Expense Limit

C. **COMMERCIAL AUTOMOBILE LIABILITY**

\$1,000,000	Combined Single Limit - Any Auto
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D. **PROFESSIONAL LIABILITY**

\$1,000,000	Claims Made
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Contractor shall provide evidence of continuation or renewal of Professional

Liability Insurance for a period of two (2) years following termination of the Agreement.

8. ADDITIONAL INSURANCE REQUIREMENTS.

- A. The Contractor'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, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor 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 Contractor 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 Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor 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, 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: Planning
Contract #:

- H. Insurance procured by Contractor shall not reduce nor limit Contractor'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 Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor 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.

9. INDEMNIFICATION. Contractor agrees to indemnify and hold Union, 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 Contractor, its officers, employees, subconsultants, subcontractors or agents except to the extent the same are caused by the negligence or willful misconduct of Union. It is the intent of this provision to require Contractor to indemnify Union to the fullest extent permitted under North Carolina law.

10. DECLARATION BY CONTRACTOR. Contractor declares that Contractor has complied with all federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the work to be performed under this Agreement.

11. FEDERAL, STATE, AND LOCAL TAXES. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by Union on behalf of Contractor or the employees of Contractor. Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

12. NOTICE TO CONTRACTOR REGARDING ITS TAX DUTIES AND LIABILITIES. Contractor understands that Contractor is responsible to pay, according to law, Contractor's income tax. If Contractor is not a corporation, Contractor further understands that Contractor may be liable for self-employment (social security) tax, to be paid by Contractor according to law.

13. FRINGE BENEFITS. Because Contractor is engaged in Contractor's own independently established business, Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of Union.

14. UNION NOT RESPONSIBLE FOR WORKERS' COMPENSATION. No workers' compensation insurance shall be obtained by Union concerning Contractor or the employees of Contractor. Contractor shall comply with the workers' compensation law concerning Contractor and the employees of Contractor.

15. NO AUTHORITY TO BIND UNION. Contractor has no authority to enter into contracts or agreements on behalf of Union. This Agreement does not create a partnership or any form of agency between the parties.

16. ASSIGNMENT. Neither Union nor Contractor 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. Unless specifically stated to the contrary in any written consent to assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

17. NON-WAIVER. The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

18. HOW NOTICES SHALL BE GIVEN. Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

19. APPLICABLE LAW AND JURISDICTION. 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.

20. COMPLETE AGREEMENT. This Agreement contains the complete agreement of the parties regarding the terms and conditions of the Agreement, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Agreement may be modified only by written instrument duly executed by both parties or their respective successors in interest.

21. SEVERABILITY. The provisions hereof are severable, and should any provision be determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, the other provisions shall remain in full force and effect and shall not thereby be affected unless such ruling shall make further performance hereunder impossible or impose an unconscionable burden upon one of the parties.

22. AUTHORITY. Each party warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. Each party further warrants that the execution, delivery and performance by it of the Agreement has been duly authorized and approved by all requisite action of the party's management and appropriate governing body.

23. FEDERAL FUNDS. The funding source of this Agreement includes federal funds, thus the following federal provisions apply and the Contractor agrees to comply with such terms, if applicable pursuant to 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II: Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) ; the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.323); Prohibition on Certain Telecommunications and Video Surveillance Services or

Equipment (2 CFR § 200.216); Domestic Preferences for Procurements (2 CFR § 200.322); Never Contract with the Enemy (2 CFR Part 183); Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms (2 CFR § 200.321); and Record Retention Requirements (2 CFR §§ 200.334 – 200.338)

24. 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. Contractor shall ensure that Contractor and any 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 Contractor will be considered a breach of this Agreement, which entitles Union to terminate this Agreement, without penalty, upon notice to Contractor.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed.

WITNESS:

UNION COUNTY

BY: _____
Lynn G. West, Clerk to the Board

BY: _____
Brian W. Matthews, County Manager

DATE: _____

WITNESS:

BY: _____

BY: _____

PRINTED NAME: _____

DATE: _____