



**REQUEST FOR QUALIFICATIONS
ENGINEERING SERVICES FOR WATER AND
WASTEWATER SYSTEM IMPROVEMENTS**

Due Date: November 29th, 2023
Time: 3:00 PM EST
Receipt Location: Fontana Dam Town Hall
PO Box 128
Fontana Dam, NC 28733

Procurement Contact:

Zelerie Rogers, Town of Fontana Dam Administrator
Zelerie.rogers@fontanavillage.com
(828) 498-2107
(828) 735-2220



1 NOTICE OF ADVERTISEMENT

Town of Fontana Dam, North Carolina Request for Qualifications Engineering Services for Water and Wastewater System Improvements

Statements of Qualifications (SOQs) will be received by the Town of Fontana Dam at PO Box 128, Fontana Dam, NC, 28733, until 3:00 PM EST on Thursday, November 29th, 2023. Late submittals will not be accepted.

The Town of Fontana Dam is seeking SOQs from qualified respondents for engineering services for water and wastewater system improvements on an 'as needed' basis as outlined in this solicitation. As a Request for Qualifications (RFQ), responding respondents are not required to submit price information nor work product with submittal packages. Compliance with N.C.G.S. 143-64.31 is required.

This project is funded through Appalachian Regional Commission federal funds. This solicitation follows the Uniform Administrative Requirements (UG), Cost Principals, and Audit Requirements for Federal awards (2 C.F.R. Part 200). Contracts resulting from this solicitation will be funded with federal grant funds which have been procured in a manner that is in compliance with all applicable Federal laws, policies, and standards as well as state law and local policies.

This solicitation may be examined at Town Hall at 11517 Fontana Road Monday through Friday between the hours of 9:00 am and 5:00 pm. Copies of the solicitation may be obtained from the location listed below:

1. Download the Solicitation Documents from the Southwestern Commission Council of Governments website
<https://regiona.org/rfq-fontana-dam/>

The Town of Fontana Dam 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, the Town of Fontana Dam reserves the right to extend the solicitation opening date as appropriate in order to assure a competitive procurement process.

The Town of Fontana Dam reserves the right to award to multiple respondents.

A North Carolina Engineering License is required for this solicitation.

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

The Town of Fontana Dam 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 Town Fontana Dam no later than **3 PM EST on Thursday, Nov. 29, 2023** per the instructions below. Any submittals received after this date and time shall be rejected without exception.

2.2 SUBMISSION REQUIREMENTS

The SOQ must be submitted as a physical copy to PO Box 128, Fontana Dam, NC 28733. The submittal, one complete document, must be signed by a person who is authorized to bind the proposing Company. Instructions for preparing the SOQ are provided herein.

The SOQ **must be signed** by a person who is authorized to bind the proposing Respondent. Instructions for preparing the SOQ are provided herein. **Electronic submissions will not be accepted.**

There is no expressed or implied obligation for the Town of Fontana Dam to reimburse Respondents for any expenses incurred in preparing a response to this request.

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


2.3 SUBMITTAL QUESTIONS

Submittal questions will be due on or before **4 PM EST on November 13th, 2023**. The primary purpose is to provide participating Respondents with the opportunity to ask questions, in writing, related to the RFQ. Addenda will be issued prior to due date to answer applicable questions.

Submit questions by 4 PM EST on November 13th, 2023, to Zelerie Rogers.

2.4 ADDENDA

The Town of Fontana Dam may modify the RFQ prior to the date fixed for submission of SOQs by the issuance of an addendum.



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

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

2.5 COMMUNICATION

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

3 INTRODUCTION

3.1 TOWN


The Town (estimated population 40) is located in Graham County, North Carolina. The Town is located in the far western part of the state of North Carolina. The Town of Fontana Dam exists within the boundaries of Fontana Village Resort and Marina and was formed in 2011 primarily to build a new water plant for the resort and for those who live and work there. The majority of the existing water and wastewater lines were placed in the mid-1940s and are past their functional lifespan. The Town is currently operating at a 70 percent water loss.

3.2 PURPOSE

The Town of Fontana Dam is soliciting Statements of Qualifications from qualified respondents interested in providing full engineering services including analysis, planning, design, permitting, bid administration, and construction administration on an individual project basis for water and wastewater system improvement projects including water main replacement and inactive service tap abandonment. More than 300 cabins have been removed from the system since the lines were originally placed.

The Town of Fontana Dam reserves the right to negotiate with one or more parties and is not obligated to enter into any contract with any respondent on any terms or conditions. It is the intent of The Town of Fontana Dam to select the best qualified respondent(s) on the basis of demonstrated competence and qualifications in one or more areas of experience identified herein.

Note: This is a Request for Qualification (RFQ). Respondents are not required to submit project specific scope information or price. Do not submit price information nor work



product with your submittal package. Each submittal package will be reviewed based on qualification criteria listed in this RFQ. In accordance with NC G.S. 143-64.31, the Town will negotiate a contract with the best qualified respondent(s) based on the evaluation criteria outlined in this RFQ.

3.3 WATER & WASTEWATER SYSTEM BACKGROUND INFORMATION

The Water and Wastewater systems currently cater to about 40 residential customers for water and wastewater services, and additionally, they serve approximately 75,000 annual visitors to Fontana Village Resort. This resort boasts an array of amenities, including two pools, two laundry facilities (one for guests and a larger one for general resort use), two restaurants, a lodge with 91 rooms, 104 cabins, a marina, and a campground with 20 sites. Unfortunately, the existing infrastructure is significantly outdated, preventing any further business and residential development within the Town, including the anticipated expansion of Fontana Village Resort and Marina.

The resort has been a popular tourist destination for decades but has faced difficulties due to the COVID pandemic. A group of investors have outlined a plan to rebuild and revitalize the resort by repairing and expanding current infrastructure while also adding new buildings and amenities. The Town requested funding from the Appalachian Regional Commission to repair existing water and sewer infrastructure, most of which was built in the 1940s, and expand the infrastructure, which is a much-needed project for the community. These activities will also accommodate Fontana Ventures' plans to renovate current structures and construct staff housing, 84 lodge rooms, 200 new cabins, 200 new RV campsites, 60 new Marina Slips, expanded event spaces, an amphitheater, and renovated retail and restaurant spaces.

The Town of Fontana Dam exists within the boundaries of the Fontana Village Resort and Marina and exists primarily to represent and serve those who live and work there. The land upon which the resort is located is owned by the Tennessee Valley Authority but is leased by the current owners and operators of the resort. Additionally, nearly all property in the Town of Fontana Dam is either controlled by the TVA or by the National Forest Service, which severely limits development potential beyond what currently exists. Given these constraints, this expansion project is critical to the ongoing growth and success of the resort and the town.



This comprehensive project consists of three distinct subprojects:

The main focus of this project is to locate where the majority of the 70 percent water loss is coming from and to develop a plan to correct the loss. There is approximately 5,800 linear feet of 6" Ductile Iron pipe that runs from the Intermediate Tank to the Town, with smaller connections that feed the village. In addition to replacing the water lines, the installation of a steel encasement pipe, the placement of new water valves, reconnection of lateral lines, and the implementation of erosion and site control measures will be required.

Other components to the project will be the location and excavation of approximately 50 abandoned sewer/water service taps, and proper disposal of inactive taps. In addition, a 6" Ductile Iron Water Line, spanning a distance of 1,500 linear feet, extending from the water treatment to the Intermediate Tank will need to be inspected as well.


3.4 NOTICE OF FEDERAL FUNDING

The Town of Fontana Dam has received funding from the Appalachian Regional Commission, a federal entity, for this project.

In using these funds, the Town must comply with all regulations and requirements issued by the federal government.

The Town must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200 for services being paid for by federal funds.

Pursuant to 2 C.F.R. § 200.327, for services being paid for by federal funds, the Town must include within the contract applicable provisions described in Appendix II to 2 C.F.R. Part 200 and all other applicable law. Therefore, the Town cannot enter into a contract or make any distributions to Respondent using monies from federal funding sources absent agreement and adherence to each term and condition contained therein.



Respondent acknowledges that other terms and conditions may be incorporated into individual Task Orders executed under this contract to comply with requirements of specific federal and/or state funding sources.

4 DETAILED SUBMITTAL REQUIREMENTS AND INSTRUCTIONS

4.1 TERMS OF SUBMISSION

All material received from a person or company (“Respondent”) in response to this solicitation shall become the property of The Town of Fontana Dam 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 The Town of Fontana Dam 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, The Town of Fontana Dam will make reasonable efforts to maintain the confidential nature of trade secrets, as determined by The Town of Fontana Dam 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, The Town of Fontana Dam 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 The Town of Fontana Dam will release the requested information to the requestor on that date.

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

4.2 PROPOSAL FORMAT

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



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

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

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

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

The submittal should be organized into the following sections:

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

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

4.2.1 SECTION A – COVER LETTER

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

- Legal Company Name and DBA (if applicable)

Corporate Headquarters:

Address
Telephone Number
Website Address

Location Providing Service (if different from headquarters):

Address

Telephone Number

Company's NC Engineering License

- Name of Single Point of Contact (required)

Title

Address

Direct Telephone Number and/or extension

Email Address

- Name of Person with Binding Authority

Title

Address

Direct Telephone Number and/or extension

Email Address

- Describe your interest in this project and the unique advantage your respondent and team bring.
- Make the following representations and warranty in the cover letter, the falsity of which might result in rejection of its Statement of Qualifications: *"The information contained in this SOQ or any part thereof, including any exhibits, schedules, and other documents and instruments delivered or to be delivered to the Town, 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 Town as to any material facts."*

4.2.2 SECTION B – PROJECT TEAM

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

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



4.2.3 SECTION C – PROJECT EXPERIENCE

Provide a minimum of five (5) representative projects summarizing Respondent's professional services experience related to water and wastewater engineering services for:

- Water distribution system piping 12-inches and smaller;
- Water transmission main piping 16-inches and larger;
- Water booster pumping stations;
- Water storage facilities;
- Wastewater collection system piping 12-inches and smaller;
- Wastewater conveyance system piping 15-inches and larger; and
- Wastewater pumping stations and force mains.

Include the following information for each project:

- Owner's name;
- Owner's contact person name, address, telephone number, and email address;
- Title and description of the project;
- Description of the services provided;
- Engineer's opinion of probable cost vs. actual construction cost;
- Engineer's estimated project schedule vs. actual project schedule;
- Change order history, including reasons for additional cost and/or duration.

4.2.4 SECTION D – PROJECT MANAGEMENT, APPROACH AND QUALITY CONTROL

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

4.2.5 SECTION E – REPUTATION OF RESPONDENT

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

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

4.2.6 SECTION F – REQUIRED FORMS

Submittals must include the following documents:

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

5 EVALUATION CRITERIA AND SELECTION PROCESS

5.1 SELECTION PARTICIPANTS

1. Maintaining the integrity of the RFQ process is of paramount importance for the Town. To this end, do not contact any member of the Town of Fontana Dam Board of Commissioners or any member of the Town of Fontana Dam staff regarding the subject matter of this RFQ until a selection is made, other than the Town'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. The Town of Fontana Dam reserves the right to conduct interviews with a shortlist of selected respondents.
4. At its sole discretion, the Owner may ask written questions of Respondents, seek written clarification, and conduct discussions with Respondents on the submittals.
5. The Owner will provide written notification to all Respondents of the selection at the conclusion of the Procurement process.

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

5.2 EVALUATION SELECTION PROCESS

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

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

The initial evaluation criteria/factors and relative weights listed below will be used to recommend selection of the Preferred Respondent(s) or for the purpose of selecting Short-Listed Respondents. The Town may choose to award without engaging in interview discussions.

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


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

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

5.3 AWARD PROCEDURE

The Town 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. The Town of Fontana Dam may reject any or all submittals and may waive any immaterial deviation in a submittal.



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

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

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

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

The Town may award to multiple respondents.

5.4 CONFLICT CERTIFICATION

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

6 GENERAL CONDITIONS AND REQUIREMENTS

6.1 TERMS OF CONTRACT

The contract award will have a term of 12 months, pending annual budget approval.


The Town of Fontana Dam has the right to reject any or all proposals, to engage in further negotiations with any Company submitting a proposal, and/or to request additional information or clarification.

All SOQ submitted in response to this request shall become the property of The Town of Fontana Dam and as such, may be subject to public review.

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

6.2 EXCLUDED PARTIES (DEBARRED AND SUSPENSION)

Title 24 Code of Federal Regulations Part 24 requires that The Town of Fontana Dam not enter into contract with any agency, corporation, partnership, or other legal entity that has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from Participating in transactions involving Federal funds. All respondents are required to certify that neither you nor your principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in programs funded by a federal agency. Further, all respondents must



certify that you will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 24 Code of Federal Regulations Part 24.

6.3 CONTRACTUAL OBLIGATIONS

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

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

6.4 TEMPLAT MASTER AGREEMENT

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

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

It is the policy of The Town of Fontana Dam 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, The Town of Fontana Dam will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any contract because of sex, race, religion, or national origin.

6.6 EQUAL EMPLOYMENT OPPORTUNITY

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

6.7 EXPENSE OF RESPONDENT

The Town accepts no liability for the cost and expenses incurred by respondents in responding to this Procurement. Each Respondent that enters into the Procurement process shall prepare the required materials and the SOQ at its own expense and with

the express understanding that the Respondent cannot make any claims whatsoever for reimbursement from the Town for the costs and expenses associated with the process, even in the event the Town cancels this Project or rejects all submittals.

6.8 E-VERIFY

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

6.9 NONDISCRIMINATION

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

6.10 INSURANCE

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

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

A. WORKERS' COMPENSATION

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


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

B. COMMERCIAL GENERAL LIABILITY

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

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

C. COMMERCIAL AUTOMOBILE LIABILITY



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

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

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

\$1,000,000 Claims Made

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


ADDITIONAL INSURANCE REQUIREMENTS

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

THE TOWN OF FONTANA DAM, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

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

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

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

Department: _____
Contract #: _____

- H. Insurance procured by Respondent shall not reduce nor limit Respondent's contractual obligation to indemnify, save harmless and defend The Town of Fontana Dam 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:

Town of Fontana Dam
Attention: Zelerie Rogers
ADDRESS: PO Box 128
Fontana Dam, NC 28733

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

6.11 INDEMNIFICATION

ENGINEER agrees to protect, indemnify, and hold OWNER, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are proximately caused by the negligence or intentional misconduct of ENGINEER, its officers, employees, subcontractors or agents, except to the extent the same are caused by the negligence or willful misconduct of OWNER.



7 APPENDIX A – SOQ SUBMISSION FORM

**Engineering Services for Water and Wastewater
System Improvements**

Submit with SOQ

This SOQ is submitted by:

Company Legal Name: _____

Representative Name: _____

Representative Signature: _____

Representative Title: _____

Address: _____

City/State/Zip: _____

Email Address: _____

Phone Number: _____

Website Address: _____

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

Name: _____

Title: _____

Signature: _____

Date: _____



8 APPENDIX B – ADDENDUM AND ANTI-COLLUSION

RFQ 2024-021, Engineering Services for Water and Wastewater System Improvements

Submit with SOQ

Please acknowledge receipt of all addenda by including this form with your submittal.

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

I certify that this SOQ is made in good faith and without collusion with any other Respondent or officer or employee of The Town of Fontana Dam.

Legal Company Name: _____

Name: _____

Title: _____

Email Address: _____

Signature: _____

Date: _____

