

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF UNION

1. **AGREEMENT.** This agreement ("Agreement") is entered into on _____, by and between UNION COUNTY, a political subdivision of the State of North Carolina ("Union"), and the CITY OF MONROE, a municipal corporation organized under the laws of the State of North Carolina ("Monroe"), with an address of 300 West Crowell Street, Monroe, NC 28112.

2. **SCOPE OF THE WORK.** Monroe shall furnish all labor, equipment, tools, materials, supplies, transportation, tests and supervision required to complete in a workmanlike manner the gas main extension to Union County's Food Innovation Center as described in the letter dated July 2, 2026 and proposed utility corridor, which is attached hereto and incorporated herein by reference as Exhibit A ("Work").

3. **PERIOD OF PERFORMANCE.** This Agreement shall commence as of the date first written above and shall continue until the completion of the Work. Monroe shall make every reasonable effort to promptly commence Work and achieve final completion of the Work by February 26, 2027. Work to commence upon Monroe's receipt of payment from Union.

4. **PAYMENT FOR WORK.** Monroe estimates that the cost of the gas main extension contemplated by this Agreement will be \$164,741.69 (the "Estimated Cost"). Union shall pay the Estimated Cost to Monroe upon execution of this Agreement. In the event the actual cost of the Work is expected to exceed the Estimated Cost, Monroe shall promptly notify Union in writing. Union shall have no obligation to pay any amount in excess of the Estimated Cost unless the Parties execute a written amendment to this Agreement authorizing the additional expenditure. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.

5. **LICENSING REQUIREMENTS.** Monroe represents and warrants that it is and shall remain properly licensed at all times in the performance of Work.

6. **PERMITS AND LICENSES.** Unless otherwise agreed in writing in advance by Union, Monroe shall obtain and pay for all licenses and permits that are required for it to perform Work.

7. **COMPLIANCE WITH LAWS.** In performing the services pursuant to this Agreement, Monroe shall comply with all laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

8. **LIABILITY.** Nothing contained in this Agreement shall be deemed to waive any defense or immunity available to either Party under North Carolina law, including governmental immunity. Each party shall be responsible for its own acts and omissions. No workers' compensation insurance shall be obtained by Union concerning Monroe or the employees of Monroe. Monroe shall comply with the workers' compensation law concerning Monroe and the employees of Monroe.

9. **WARRANTY OF WORK.** Monroe warrants that all Work shall be new, unless otherwise agreed in this Agreement, and of good quality and performed in a good and workmanlike manner. Monroe shall, at its own expense, at the request of Union, promptly replace or repair any defective or deficient Work for a period of one year after completion of Work. The express warranty contained in this section shall not diminish any of Union's rights against Monroe with respect to the time within which proceedings may be commenced to establish Monroe's liability with respect to Monroe's obligations other than specifically to correct Work.

10. **SAFETY.** Monroe shall establish and enforce safe working procedures at all times during its performance of Work in accordance with all federal, state and local laws, ordinances, rules and regulations pertaining to safety.

11. **AGE LIMITS.** No employee of Monroe under the age of 18 shall be permitted on property owned or leased by Union except that interns or others under the age of 18 may be on the work site when properly supervised and covered by insurance.

12. **CLEANUP.** Monroe shall keep the Project site reasonably free from accumulations of waste materials and debris resulting from the Work and shall, upon completion of the Work, remove any excess materials, equipment, and debris. Monroe shall restore any Union property disturbed by the work to a condition reasonably comparable to that existing prior to commencement of the Work, ordinary wear and tear excepted.

13. **DEFAULT/TERMINATION.** If either Party materially breaches this Agreement, the non-breaching Party shall provide written notice describing the breach. The breaching Party shall have thirty (30) days after receipt of such notice to cure the breach. If the breach is not timely cured, the non-breaching Party may terminate this Agreement and pursue any remedies available under North Carolina law or equity. In the event of termination, the Parties shall cooperate in good faith to determine the amount of Union's payment, if any, to be returned to Union, considering costs reasonably incurred by Monroe in connection with the Project.

14. **ASSIGNMENT.** Neither this Agreement, nor any payments to be earned pursuant to this Agreement, may be assigned by Monroe without the prior written consent of Union. Notwithstanding, Monroe is authorized to assign or subcontract any of its rights or duties hereunder as long as Monroe ensures that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of insurance coverage consistent with the Work being performed.

15. **NO WAIVER.** Union's not insisting upon strict compliance with any of the provisions of this Agreement, or not exercising any of its options provided herein, shall not be construed as a waiver of its right thereafter to require such compliance or to exercise any such options.

16. **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. Monroe shall ensure that Monroe 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.

17. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement of the parties, and may not be modified except in writing signed by both parties.

18. **GOVERNING LAW.** 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.

19. **AUTHORITY.** Each signatory below warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. Each signatory 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.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have hereunto set their hands and seals and caused this Agreement to be duly executed, this the day and year first above written.

UNION COUNTY

CITY OF MONROE

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

By: _____ (SEAL)
Mark Watson, City Manager

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.

Approved as to Legal Form _____

Deputy Finance Officer



July 2nd, 2026

Subject: Union County Food Innovation Center Gas Main Extension Quote

Mr. Bruno:

This letter serves as the cost estimate and invoice for extending the natural gas main down Austin Chaney Road to serve the Union County Food Innovation Center.

Please mail or deliver a check for the estimated amount of **\$164,741.69** and a copy of this letter to the City of Monroe Payment Center located at 201 E. Windsor St, Monroe, NC 28112.

Make the check payable to the City of Monroe and designate the amount to be deposited to account number **5601000-381901**.

This estimate must be paid before the work can begin. This estimate is valid for **60 days**. After which, this work will need a new estimate completed, due to possible increases in crew rates and/or material costs.

If you have any questions or concerns, please contact me.

Kind regards,

Caleb Padgett

City of Monroe Energy Services Department
Natural Gas Engineering & Compliance
(C): (980) – 347 – 7405
(O): (704) – 282 – 4794

2201 Walkup Ave
Monroe, NC 28110

