



**Request for Qualifications No. 2023-091**

**Construction Phase Engineering Services for  
Crooked Creek Trunk Sewer Phase II  
Interceptor Improvements**

**Due Date:** June 21, 2023  
**Time:** 10:00 AM EDT  
**Receipt Location:** Electronic Submittal  
Union County Government Center  
Procurement Department  
500 N. Main Street, Suite 709  
Monroe, NC 28112

**Procurement Contact:**

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## 1 NOTICE OF ADVERTISEMENT

**Union County, North Carolina  
Request for Qualifications No. 2023-091  
Construction Phase Engineering Services for  
Crooked Creek Trunk Sewer Phase II Interceptor Improvements**

Electronic Statements of Qualifications (SOQs) will be received by the Union County's Procurement Department at the Union County Government Center, 500 North Main Street, Monroe, NC 28112 until **10:00 AM EDT on June 21, 2023**. Late submittals will not be accepted.

Union County, North Carolina, through Union County Water, is seeking SOQs from qualified firms for construction phase engineering services for the Crooked Creek Trunk Sewer Phase II Interceptor Improvements 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.

Union County intends to pay, in part or in whole, the cost of the contract resulting from this solicitation using monies received from the American Rescue Plan Act (ARPA). This solicitation follows the Uniform Administrative Requirements (UG), Cost Principles, and Audit Requirements for Federal awards (2 C.F.R. Part 200). Contracts resulting from this solicitation may 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 the Union County Government Center, Procurement Department, 500 North Main Street, Suite 709, Monroe, NC 28112, 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/government/departments-f-p/procurement-contract-management/current-bids>
2. Download the Solicitation Documents from the State of North Carolina IPS website  
[www.ips.state.nc.us](http://www.ips.state.nc.us) (Bid by Departments, search County of Union).

Union County (UC) 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 Architectural and/or Engineering License is required for this project.

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 EDT on June 21, 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 electronically by using the following link: <https://portal.unioncountync.gov/Forms/procurementsubmit>. 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. 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 20 MB. An email response will be sent to the address entered on the form as your confirmation of receipt.

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 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, to waive technicalities and to make such selection deemed in its best interest, to award to multiple vendors and to cancel this RFQ.

### 2.3 SUBMITTAL QUESTIONS

Submittal questions will be due on or before **10:00 AM EDT on June 9, 2023**. The primary purpose is to provide participating Offerors 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 e-mail to **Vicky Watts** at [vicky.watts@unioncountync.gov](mailto:vicky.watts@unioncountync.gov) by the deadline shown above. The email should identify the RFQ number and project title. All questions and answers may be posted as addenda on [www.unioncountync.gov](http://www.unioncountync.gov) and [www.ips.state.nc.us](http://www.ips.state.nc.us).

### 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 PURPOSE

Union County, North Carolina, through Union County Water, is seeking SOQs from qualified firms for construction phase engineering services for the Crooked Creek Trunk Sewer Phase II Interceptor Improvements, which consists of the following components:

- 16,900 linear feet of 8-inch, 10-inch, 18-inch, 24-inch, and 30-inch gravity sewer lines

The construction phase engineering services may include, but not be limited to, construction administration, construction observation & resident project representative services, and special inspections & testing.

Union County 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.

Submittals made in response to this RFQ will be reviewed by an evaluation team and scored/ranked based on criteria identified herein. At the discretion of Union County, selection may be based on the SOQ rankings or a short list of firms may be selected based on SOQ rankings to be interviewed to determine final selection.

*Note:* This is a Request for Qualification (RFQ). Responding firms are not required to submit project specific scope information nor 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 County will negotiate a contract with the best qualified firm based on the Scope of Work listed in this RFQ.

### **3.2 COUNTY**

The County (estimated population 237,477) 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.

### **3.3 NOTICE OF FEDERAL FUNDING**

Union County has received a payment from the Coronavirus State Fiscal Recovery Fund or Coronavirus Local Fiscal Recovery Fund established pursuant to Sections 602 and 603, respectively, of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (“ARPA”).

Union County may utilize such Fiscal Recovery Funds, in whole or in part, for the cost of the Agreement resulting from this solicitation and the services provided thereunder. In using these funds, the County must comply with the terms of ARPA, regulations issued by U.S. Department of Treasury governing the expenditure of monies distributed from the Fiscal Recovery Funds, the Award Terms and Conditions applicable to the Fiscal Recovery Funds, and such other guidance as the U.S. Department of Treasury has issued or may issue governing the expenditure of monies distributed from the Fiscal Recovery Funds (collectively, the “Regulatory Requirements”).

The County must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as the U.S. Department of Treasury has determined or may determine are inapplicable to the Fiscal Recovery Funds.

Pursuant to 2 C.F.R. § 200.327, the County must include within the Agreement applicable provisions described in Appendix II to 2 C.F.R. Part 200 and all other applicable law. Therefore, the County cannot enter into an Agreement or make any distributions to Offeror using monies from the Fiscal Recovery Funds absent agreement and adherence to each term and condition contained therein.

Offeror agrees to abide by the terms of the Agreement for these services, attached to this RFQ, which includes certain specific terms and conditions related to the use of Fiscal Recovery Funds and ARPA in the Coronavirus State and Local Fiscal Recovery Funds Addendum, which is attached and incorporated therein.

## **4 PROJECT BACKGROUND**

The June 2016 Wastewater System Planning Update to the 2011 Comprehensive Master Plan identified several projects within the Crooked Creek WRF service area that were necessary to meet the needs of Union County along the Highway 74 corridor in the western portion of the county. The Crooked Creek Sewer Trunk Phase II Interceptor Improvements project was one

project determined to be needed to increase the capacity and improve the level of service in the collection system.

The Crooked Creek Trunk Sewer serves as the primary interceptor for the Crooked Creek WRF, which has a permitted capacity of 1.9 MGD. The interceptor generally runs from the Crooked Creek WRF near Highway 74/Sardis Church Road to Highway 74/Chestnut Parkway. The new interceptor will generally be constructed parallel to the existing sewer main in utility easements so that the existing sewer main can be abandoned in place. These improvements will provide additional capacity in the collection system to serve development along Highway 74 in western Union County.

The project is expected to bid Summer 2023 with an anticipated construction start date in late 2023/early 2024. The project is estimated to take 20 months to complete based on current projections for material deliveries and the actual time needed to construct the project. The funding for the construction phase of the project, including engineering services, will be funded using ARPA funds allocated to Union County.

## **5 DETAILED SUBMITTAL REQUIREMENTS AND INSTRUCTIONS**

### **5.1 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.

## 5.2 PROPOSAL 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 item 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; 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.

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 Firm
- **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.

### 5.2.1 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

- Name of Single Point of Contact (required)  
Title  
Direct Telephone Number and/or extension  
Direct 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 firm 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 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.”*

### 5.2.2 SECTION B – PROJECT TEAM

Provide a detailed organization chart that presents the team to be dedicated to these services. This should include the project manager, engineers, subconsultants, and other supporting staff to be used in completion of the work. 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 with their current firm;
- Available time (in percent) that each team member may commit to these services;
- 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.

### **5.2.3 SECTION C – PROJECT EXPERIENCE**

Provide a minimum of five (5) representative projects summarizing your firm's professional services experience in large diameter gravity sewer line construction engineering services . 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.

### **5.2.4 SECTION D – PROJECT MANAGEMENT, APPROACH AND QUALITY CONTROL**

Provide a brief description of the systems and methods employed by the firm to effectively manage the project, 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.

### **5.2.5 SECTION E – REPUTATION OF FIRM**

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

State whether the firm 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.

### 5.2.6 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)

## 6 EVALUATION CRITERIA AND SELECTION PROCESS

### 6.1 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. The Owner will provide written notification to all Offerors of the selection at the conclusion of the Procurement process.
6. 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.

## 6.2 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 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 Offeror or for the purpose of selecting Short-Listed Offerors. The County may choose to award without engaging in interview discussions.

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

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:

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

### **6.3 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 the 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.

## **7 GENERAL CONDITIONS AND REQUIREMENTS**

### **7.1 TERMS OF CONTRACT**

Union County 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 Union County and as such, may be subject to public review.

Recipients of federal ARPA 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.

### **7.2 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.

### **7.3 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.

### **7.4 TEMPLATE MASTER AGREEMENT**

Appendix C contains Union County's Template Master Agreement that will serve as a basis for the contract with the selected firm. Additionally, Appendix D contains federal contract provisions that shall also be incorporated into the Agreement.

### **7.5 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.

### **7.6 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.

### **7.7 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.

## 7.8 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.

## 7.9 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.

## 7.10 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
  - 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.

#### **7.11 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.

## 8 APPENDIX A – SOQ SUBMISSION FORM

### RFQ 2023-091 Construction Phase Engineering Services for Crooked Creek Trunk Sewer Phase II Interceptor 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 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. 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 Union County, NC.**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**9 APPENDIX B – ADDENDUM AND ANTI-COLLUSION**

**RFQ 2023-091 Construction Phase Engineering Services for  
Crooked Creek Trunk Sewer Phase II Interceptor Improvements**

**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](http://www.co.union.nc.us) and/or [www.ips.state.nc.us](http://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: \_\_\_\_\_

## **10 APPENDIX C – TEMPLATE MASTER AGREEMENT**

**RFQ 2023-091 Construction Phase Engineering Services for  
Crooked Creek Trunk Sewer Phase II Interceptor Improvements**

**Do Not Submit with SOQ**

**--Informational Purposes Only--**

MULTIPLE PROJECT AGREEMENT

BETWEEN

UNION COUNTY, NORTH CAROLINA

AND

[ENGINEERING FIRM]

FOR

PROFESSIONAL ENGINEERING SERVICES

DATE: \_\_\_\_\_

AGREEMENT  
BETWEEN  
UNION COUNTY, NORTH CAROLINA  
AND  
[ENGINEERING FIRM]  
FOR  
PROFESSIONAL ENGINEERING SERVICES

THIS IS AN AGREEMENT made as of \_\_\_\_\_, between Union County, North Carolina, with principal offices at 500 N. Main St., Monroe, North Carolina, 28112, hereinafter referred to as “OWNER” and [Engineering Firm], with offices at [Address], hereinafter referred to as “ENGINEER.”

OWNER desires to retain ENGINEER, a professional engineering firm, to provide engineering services on one or more projects in which the OWNER is involved; and

ENGINEER desires to provide such services on such projects as may be agreed, from time to time, by the parties.

OWNER and ENGINEER, in consideration of their mutual covenants, herein agree in respect of the performance of professional services by ENGINEER and the payment for those services by OWNER as set forth below.

**SECTION 1 - PROJECT TASK ORDER**

1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a “Task Order.” A sample Task Order is attached to this Agreement and marked as Exhibit “A”. No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement. Notwithstanding anything herein to the contrary, this Agreement does not require OWNER to purchase any minimum amount of professional services, and a decision by OWNER to not make any purchase hereunder will violate neither this Agreement nor any implied duty of good faith and fair dealing. OWNER has no financial obligation under this Agreement absent OWNER’s execution of a valid and binding Task Order.

1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control.

1.3 ENGINEER represents and agrees that it is qualified and fully capable to perform and provide the professional engineering services and other services required or necessary under this Agreement in a fully competent and professional manner, and that any consultants ENGINEER

engages (“Consultants”) are also fully capable and qualified to perform and provide the services that they will provide hereunder.

1.4 In performing services pursuant to this Agreement and any Task Order, ENGINEER shall comply with all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction. ENGINEER shall also exercise reasonable care and diligence in performing its services under this Agreement in accordance with generally accepted standards for engineering practice in the region which is the situs of the project or task subject to the Task Order (“Standard of Care”).

1.5 ENGINEER shall be responsible for all errors or omissions in the drawings, specifications, and other documents prepared by ENGINEER. It shall be the responsibility of ENGINEER throughout the period of performance under this Agreement, including any Task Order, to use reasonable professional care and judgment to guard OWNER against defects and deficiencies in any work.

1.6 ENGINEER shall correct at no additional cost to OWNER any and all errors, omissions, discrepancies, ambiguities, mistakes, or conflicts in the drawings, specifications, and other documents prepared by ENGINEER.

1.7 Time is of the essence in this Agreement. ENGINEER shall perform all services in a timely manner in accordance with any schedules set forth herein, including any Task Order. ENGINEER shall ensure all necessary or appropriate applications for approvals are submitted to federal, state, and local governments or agencies in a timely manner so as not to delay design or any other activities of a PROJECT.

1.8 Any of ENGINEER’s key personnel, along with its Consultants and their key personnel, may be listed in a Task Order. No changes to ENGINEER’s key personnel or its Consultants and their key personnel shall be permitted without the written consent of OWNER, which consent shall not be unreasonably withheld.

## **SECTION 2 - BASIC SERVICES**

ENGINEER shall provide OWNER with all engineering and related services required to satisfactorily complete all phases and requirements of a Task Order within the time limitation set forth therein in accordance with the Standard of Care. ENGINEER’s basic services and responsibilities (“Basic Services”) for each Task Order are defined in the Appendix, Exhibit A, “Scope of Services”, which is part of this Agreement as if fully set forth herein. A detailed Scope of Services for each Task Order, or for Additional Services, will be developed at the direction of OWNER and will formally become a part of this Agreement through a Task Order executed by both parties, which Task Order shall include payment provisions and provisions for time of completion by ENGINEER.

## **2.1 General.**

2.1.1 ENGINEER's Basic Services and responsibilities to OWNER are as defined in the Task Order applicable to each project. These services may include providing professional engineering consultation and advice and furnishing (civil, structural, mechanical, electrical, process, chemical, solid waste and recovery) engineering design services and/or construction administration services and related architectural/engineering services incidental thereto.

## **SECTION 3 - ADDITIONAL SERVICES**

### **3.1 General**

Additional Services (“Additional Services”) are not included in the Basic Services; and shall be provided if authorized by Task Order; and shall be paid for by OWNER as provided in this Agreement, in addition to compensation for Basic Services.

## **SECTION 4 - OWNER'S RESPONSIBILITIES**

OWNER shall perform the following:

4.1 Designate in writing a person to act as OWNER's representative with respect to services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret OWNER's policies and make decisions with respect to ENGINEER's services for the PROJECT, except those decisions which require approval by the County Manager or Board of Commissioners.

4.2 Provide to ENGINEER any data, plans, reports, and other information in possession of, and reasonably accessible by, OWNER which are relevant to the execution of ENGINEER's duties on the PROJECT; provide all criteria and full information as to OWNER's requirements for the PROJECT, including design criteria, objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations.

4.3 After receiving notice from ENGINEER, furnish, if necessary, services of soils/geotechnical engineers, archeological professionals or other consultants. These services may include, without limitation, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment, with reports and appropriate professional recommendations.

4.4 Provide land surveys to include property, boundary, easement, right-of-way, utility surveys, property descriptions, zoning, deed or other land use restrictions.

4.5 Arrange for access to, and make all provisions for ENGINEER and its Consultants to enter upon public and private property as required by ENGINEER and its Consultants, to perform services under this Agreement.



4.6 Review all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER.

4.7 Provide, if necessary, environmental assessments, or environmental impact statements related to the PROJECT; furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and approvals and consents from others as may be necessary for completion of the PROJECT, except those approvals, permits and consents to be provided by ENGINEER pursuant to this Agreement.

4.8 Provide accounting and insurance counseling services as necessary for OWNER regarding the PROJECT, and auditing services as OWNER may require to ascertain how or for what purpose any contractor has used the monies paid under the construction contract.

4.9 Advertise for proposals from bidders, open the proposals at an appointed time and place, and pay for all costs incidental thereto.

4.10 Give prompt notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any condition that affects the scope or timing of ENGINEER's services, or any defect or nonconformity in the Work of any contractor.

4.11 Render approvals and decisions as is necessary for the orderly progress of ENGINEER's services. ENGINEER shall be entitled to rely upon the accuracy and completeness of all information and services provided by OWNER or at OWNER's direction, unless ENGINEER knows or in the exercise of reasonable professional skill and care should or would have reason to know that information and services provided by OWNER were inaccurate or not completely accurate.

## **SECTION 5 - PERIODS OF SERVICE**

5.1 The provisions of this Section 5 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the PROJECT through completion of the Services contained herein. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the performance of ENGINEER's services and required extensions thereto. If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such dates are exceeded through no fault of ENGINEER, all rates, measures and amounts of compensation provided herein may be subject to equitable adjustment.

5.2 The services required for the various phases shall be performed within the time stipulated and mutually agreed in the Task Order for which services are authorized.

5.3 ENGINEER's services shall be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER; or (2) thirty (30) days after the date when such submissions are delivered to OWNER for final acceptance, provided no dispute exists as to the quality of ENGINEER's submissions.

5.4 If OWNER requests significant modifications or changes in the general scope, extent or character of the PROJECT, the time of performance of ENGINEER's services and the various rates of compensation may be adjusted equitably.

## **SECTION 6 - PAYMENTS TO ENGINEER**

### **6.1 Methods of Payment for Services and Expenses of ENGINEER**

6.1.1 Payroll Cost shall mean the salary and wages at the time services are performed of all personnel engaged directly on the PROJECT, including, but not limited to, engineers, architects, scientists, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment; excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation, holiday pay, and other benefits.

6.1.2 Direct Labor Costs shall mean salary and wages at the time services are performed of all personnel engaged directly on the PROJECT, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel, but does not include indirect payroll-related costs or fringe benefits.

6.1.3 Per Diem shall mean an hourly rate as stated in the Task Order to be paid to ENGINEER as total compensation for each hour an employee of ENGINEER works on the PROJECT, plus Reimbursable Expenses.

6.1.4 Overhead Multiplier shall mean a factor by which the Direct Labor Cost is multiplied to compensate for general and administrative overhead. When the basis of compensation is Per Diem, the Overhead Multiplier includes profit. When the basis of compensation is Cost Plus Fixed Fee, the Overhead Multiplier Does not include profit.

6.1.5 Reimbursable Expenses shall mean the actual expenses incurred directly or indirectly in connection with the PROJECT, limited to: Consultant or subcontractor costs authorized by OWNER, transportation and subsistence incidental thereto, providing and maintaining field office facilities including furnishings and utilities if such office is reasonably necessary, subsistence and transportation of Resident Project Representatives and their assistants, express mail, reproduction of Reports, Drawings, Specifications, Bidding Documents, and similar PROJECT-related items in addition to those required as Basic Services. Reimbursable Expenses for each Task Order issued pursuant hereto shall be limited by a not-to-exceed amount designated in the Task Order.

6.1.6 Lump Sum shall mean a fixed amount agreed upon in advance, subject to modification and amendments, for services rendered.

6.1.7 Cost Plus Fixed Fee shall mean compensation based on Direct Labor Cost times an Overhead Multiplier plus Reimbursable Expenses, plus payment of a fixed amount agreed upon in advance, subject to modifications and amendments, for ENGINEER 's services.

## **6.2 Amount of Compensation for Services.**

Compensation for Basic Services shall be on the basis of Per Diem, Lump Sum, or Cost plus Fixed Fee as specified in each Task Order. Compensation for Additional Services shall be on the basis of Per Diem, Lump Sum, or Cost plus Fixed Fee, with the amount of compensation for Additional Services to be determined at the time the Additional Services are requested.

## **6.3 Intervals of Payments**

6.3.1 Payments to ENGINEER for Basic Services, Additional Services rendered, and Reimbursable Expenses shall be made once every month by OWNER. ENGINEER's invoices will be submitted once every month and will be based upon total services completed at the time of billing. OWNER shall make prompt payments in response to ENGINEER's invoices.

## **6.4 Other Provisions Concerning Payments**

6.4.1 If OWNER fails to make any undisputed payment due ENGINEER for services and expenses within sixty (60) days after receipt of ENGINEER's statement, ENGINEER may, after giving seven (7) days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges.

6.4.2 If during any authorized phase the PROJECT is suspended or abandoned in whole or in part for more than ninety (90) days through no fault of ENGINEER, ENGINEER shall be compensated for all services performed prior to receipt of written notice from OWNER of such suspension or abandonment, together with any Reimbursable Expenses then due. If the PROJECT is resumed after being suspended for more than ninety (90) days, ENGINEER's compensation may be equitably adjusted.

6.4.3 If and to the extent that the contract time initially established in the Contract Documents is exceeded or extended through no fault of ENGINEER, compensation for any Basic Services required during such extended period of Administration of the Construction Contract may be equitably adjusted.

6.4.4 If any items in any invoices submitted by ENGINEER are disputed by OWNER for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER shall promptly notify ENGINEER of dispute and request clarification and/or remedial action. After any dispute has been settled, ENGINEER shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

6.4.5 Accounting records of ENGINEER's compensation for Additional Services and Reimbursable Expenses pertaining to the PROJECT shall be maintained by ENGINEER and its

Consultants and subcontractors in accordance with generally accepted accounting practices and shall be available for inspection by OWNER or OWNER's representatives at mutually convenient times for a period of three (3) years after completion of the PROJECT.

## **SECTION 7 - GENERAL CONSIDERATIONS**

### **7.1 Termination**

7.1.1 If, through any cause within ENGINEER's reasonable control, ENGINEER fails to fulfill in a timely and proper manner its obligations under this Agreement, or if ENGINEER violates any of the covenants, agreements, terms or conditions of this Agreement, OWNER shall thereupon have the right to terminate this Agreement, or any individual Task Order, by giving ten (10) days written notice to ENGINEER of such termination and specifying the date when termination shall be effective. If ENGINEER cures the defaults set forth in the notice, then it shall be obligated to continue to perform under this Agreement.

Notwithstanding the above, ENGINEER shall not be relieved of liability to OWNER for damages sustained by it by virtue of any breach of the Agreement by ENGINEER. OWNER may withhold payments to ENGINEER for the purpose of settlement until such time as the exact amount of damages due OWNER from ENGINEER is determined.

7.1.2 If, through any cause within OWNER's reasonable control, OWNER fails to fulfill in a timely and proper manner its obligations under this Agreement, or if OWNER violates any of the covenants, agreements, terms or conditions of this Agreement, ENGINEER shall thereupon have the right to terminate this Agreement by giving ten (10) days written notice to OWNER of such termination and specifying the date when termination shall be effective. If OWNER cures the defaults set forth in the notice, then ENGINEER shall be obligated to continue to perform under this Agreement.

7.1.3 OWNER may terminate this Agreement, or any individual Task Order, without cause, at any time upon provision of not less than five (5) days' written notice from it to ENGINEER. If the Agreement is terminated by OWNER as provided herein, ENGINEER shall be paid for Basic Services and Additional Services actually performed, less any payments previously made.

7.1.4 Upon termination, ENGINEER shall promptly discontinue all services under this Agreement unless the termination notice from OWNER directs otherwise.

### **7.2 Reuse of Documents**

7.2.1 ENGINEER hereby assigns to OWNER, without reservation, all copyrights in all PROJECT-related documents, models, photographs, and other expression created by ENGINEER as required deliverables pursuant to this Agreement. Among those documents are certain "Instruments of Service," including any design drawings and construction documents. OWNER's obligation to pay ENGINEER is expressly conditioned upon ENGINEER's obtaining a valid written comprehensive assignment of copyrights from its Consultants (and subcontractors if applicable) and in terms identical to those that obligate ENGINEER to OWNER as expressed

in this Subsection, which copyrights ENGINEER, in turn, hereby assigns to OWNER. OWNER in return hereby grants ENGINEER and its Consultants (and subcontractors if applicable) a non-revocable, non-exclusive license to reproduce the documents for purposes relating directly to ENGINEER's performance of its obligations under this Agreement, use in ENGINEER's professional activities for ENGINEER's archival records, and for ENGINEER's reproduction of drawings and photographs in ENGINEER's marketing materials.

7.2.2 To the extent that liability arises from misuse of the Instruments of Service or reuse of the Instruments of Service on a project other than the PROJECT contemplated herein by OWNER or another engineer or design professional, ENGINEER shall not be responsible for that misuse or reuse of the Instruments of Service on a project other than the PROJECT contemplated herein.

### **7.3 Confidentiality**

ENGINEER shall maintain the confidentiality of information specifically designated as confidential by OWNER, unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent ENGINEER from establishing a claim or defense in an adjudicatory proceeding. ENGINEER understands and agrees that in addition to any other information designated as confidential by OWNER, the detailed plans and drawings of public buildings and infrastructure facilities, pursuant to G.S. 132-1.7, are not considered public record and ENGINEER shall keep such information confidential. ENGINEER shall require of its Consultants and subcontractors similar agreements to maintain the confidentiality of information required to remain confidential by this Agreement.

### **7.4 Insurance**

At ENGINEER's sole expense, ENGINEER 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**  
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  
\$1,000,000 Combined Single Limit - Any Auto

D. PROFESSIONAL LIABILITY  
\$1,000,000 Per Claim

ENGINEER 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. ENGINEER'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, ENGINEER shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.

C. ENGINEER shall have no right of recovery or subrogation against Union County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

D. OWNER shall have no liability with respect to ENGINEER's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of ENGINEER.

E. Notwithstanding the notification requirements of the Insurer, ENGINEER hereby agrees to notify OWNER's Risk Manager at 500 N. Main Street, Suite #130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. OWNER, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

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

Department: Public Works  
Contract #: \_\_\_\_\_

G. Insurance procured by ENGINEER shall not reduce nor limit ENGINEER's contractual obligation to indemnify and save harmless OWNER for claims made or suits brought which result from or are in connection with the performance of this Agreement.

H. Certificate Holder shall be listed as follows:

Union County  
Attention: Risk Manager  
500 N. Main Street, Suite #130  
Monroe, NC 28112

I. If ENGINEER is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, ENGINEER 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.

## **7.5 Controlling Law**

7.5.1 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.

7.5.2 By its signature on this Agreement, ENGINEER represents and warrants that it is licensed and authorized to do business in the state of North Carolina and shall obtain all necessary licenses and permits required to perform the services set forth in this Agreement.

## **7.6 Successors and Assigns**

7.6.1 OWNER and ENGINEER hereby bind their respective partners, successors, executors, administrators, legal representatives and, to the extent permitted by paragraph 7.6.2. below, their assigns, to the terms, conditions and covenants of this Agreement.

7.6.2 Neither OWNER nor ENGINEER 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.

7.6.3 Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates, Consultants, and subcontractors as ENGINEER may deem appropriate to assist in the performance of services under this Agreement; however, the

cost of any such professionals shall be passed through to OWNER without any surcharge, finder's fee or other added charge imposed by ENGINEER.

7.6.4 Except as may be expressly stated otherwise in this Agreement, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

## **7.7 Equal Employment and Nondiscrimination**

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of state and federal equal opportunity statutes and regulations.

## **7.8 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.

## **7.9 Changes and Modifications**

OWNER and ENGINEER agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made a part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement.

## **7.10 Severability and Waiver**

In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon OWNER and ENGINEER. One or more waivers by either of any provision, term, condition or covenant shall not be construed by the non-waiving party as a waiver of a subsequent breach of the same provision by the waiving party.

## **7.11 Extent of Agreement**

7.11.1 This Agreement, including all exhibits, and any and all amendments, modifications, and supplements duly executed by OWNER and ENGINEER in accordance with this Agreement, shall govern and supersede any and all inconsistent or contradictory terms, prior oral or written representations or understandings, conditions or provisions set forth in any purchase orders,



requisitions, requests for proposals, authorizations of services, notices to proceed or other forms or documents issued by OWNER with respect to the PROJECT or ENGINEER's services. This Agreement shall constitute the entire understanding and agreement of OWNER and ENGINEER with respect to ENGINEER's services on the PROJECT.

7.11.2 ENGINEER and OWNER shall execute and deliver such further instruments as may reasonably be requested by the other with respect to completion of the transaction contemplated by this Agreement. None of the instruments shall contain undertakings or representations not set forth in the Agreement or inconsistent herewith.

## **7.12 Notice and Service Thereof.**

Notices required hereunder shall be in writing and shall be deemed to have been duly given if mailed by certified or registered mail, return receipt requested, as follows:

- (a) If to OWNER:

Public Works Administrator  
500 North Main Street, Suite 500  
Monroe, NC 28112

- (b) If to ENGINEER:

[Contact Person]  
[Address]

or to such other persons or places as OWNER or ENGINEER shall furnish in writing to the other.

Any services and/or work performed, prior to execution of this Agreement, by ENGINEER for OWNER in connection with the PROJECT shall be covered and governed by this Agreement and deemed rendered pursuant hereto.

## **7.13 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. ENGINEER shall ensure that ENGINEER and any Consultant or 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 ENGINEER will be considered a breach of this Agreement, which entitles OWNER to terminate this Agreement, without penalty, upon notice to ENGINEER.

**7.14 Iran Divestment Act.**

Pursuant to Article 6E of Chapter 147 of the North Carolina General Statutes, OWNER must require most entities with which it contracts, which would include ENGINEER under this Agreement, to certify that the entity is not identified on a list created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the “Final Divestment List”). This requirement is related to ensuring that entities with which local governments contract are not involved in investment activities in Iran. ENGINEER certifies that: (i) it is not listed on the Final Divestment List; and (ii) it will not utilize any Consultant or subcontractor performing work under this Agreement which is listed on the Final Divestment List.

**7.15 Federal Contract Provisions**

ENGINEER agrees to the terms and conditions of the Coronavirus State and Local Fiscal Recovery Funds Addendum, which is attached and incorporated herein by reference.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and executed this Agreement as of the day and year first written above.

WITNESS:

UNION COUNTY

By: \_\_\_\_\_  
Lynn West  
Clerk to the Board

By: \_\_\_\_\_(SEAL)  
Brian W. Matthews  
County Manager

WITNESS:

[ENGINEERING FIRM]

By: \_\_\_\_\_

By: \_\_\_\_\_(SEAL)

Approved As To Legal Form \_\_\_\_\_

APPENDIX

Exhibit A

**Sample**

TASK ORDER

**\*\*\*NOTE: EACH TASK ORDER SHOULD BE SPECIFICALLY TAILORED TO INCLUDE ANY ADDITIONAL INFORMATION, TERMS AND CONDITIONS WHICH APPLY TO A PARTICULAR PROJECT, BUT WHICH DO NOT APPLY TO ALL OF THE OTHER PROJECTS TO BE PERFORMED UNDER THE MULTIPLE PROJECT AGREEMENT. THE “TASK ORDER NUMBER,” “PROJECT NAME,” “PROJECT DESCRIPTION,” “SCOPE OF BASIC SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT,” “PERIODS OF SERVICE,” AND “PAYMENT TO ENGINEER” WILL LIKELY BE INCLUDED IN EACH TASK ORDER. THE REMAINING “PARTS” SHOULD BE DELETED FROM THE TASK ORDER UNLESS THEY ARE NEEDED TO STATE INFORMATION, TERMS OR CONDITIONS WHICH DIFFER FROM THOSE CONTAINED IN THE MULTIPLE PROJECT AGREEMENT.**

This Task Order pertains to an Agreement by and between UNION COUNTY (“OWNER”), and [ENGINEERING FIRM] (“ENGINEER”), dated \_\_\_\_\_, (“the Agreement”). ENGINEER shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: \_\_\_\_\_

**\*\*\*NOTE: THIS IS A SEQUENTIAL NUMBER BASED UPON THE CONTRACT NUMBER FOR THE MULTIPLE PROJECT AGREEMENT. FOR EXAMPLE, IF THE CONTRACT NUMBER FOR THE MULTIPLE PROJECT AGREEMENT WAS 5924, THE FIRST TASK ORDER WOULD BE NUMBER “5924-1,” THE SECOND TASK ORDER WOULD BE NUMBER “5924-2,” ETC.\*\*\***

RELATED RFQ NUMBER: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF BASIC SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

PART 3.0 ADDITIONAL SERVICES, NOT PART OF BASIC SERVICES:

PART 4.0 OWNER'S RESPONSIBILITIES:

PART 5.0 PERIODS OF SERVICE:

PART 6.0 PAYMENTS TO ENGINEER:

1. Payment for Basic Services
2. Payment for Additional Services:

PART 7.0 OTHER:

This Task Order is executed this \_\_\_\_\_.

UNION COUNTY,  
NORTH CAROLINA

[ENGINEERING FIRM]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Brian W. Matthews

Name: \_\_\_\_\_

Title: County Manager

Title: \_\_\_\_\_

Address: 500 N. Main St.  
Monroe, NC 28112

Address: \_\_\_\_\_  
\_\_\_\_\_

## 11 APPENDIX D – FEDERAL CONTRACT PROVISIONS

### RFQ 2023-091 Construction Phase Engineering Services for Crooked Creek Trunk Sewer Phase II Interceptor Improvements

**Do Not Submit with SOQ**

**---Informational Purposes Only---**

## **CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM**

This **CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM** (this “Addendum”) is entered into by and between Union County, North Carolina, a political subdivision of the State of North Carolina (“OWNER”), and \_\_\_\_\_, \_\_\_\_\_ (“ENGINEER”), and forms an integral part of the Agreement (as defined in Section I hereof).

### **RECITALS**

**WHEREAS**, OWNER has received, either as a Recipient or Subrecipient (as each such term is defined in Section I hereof) a payment from the Coronavirus State Fiscal Recovery Fund (“State Fiscal Recovery Fund”) or Coronavirus Local Fiscal Recovery Fund (“Local Fiscal Recovery Fund” and, together with the State Fiscal Recovery Fund, the “Fiscal Recovery Funds”) established pursuant to Sections 602 and 603, respectively, of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (“ARPA”); and

**WHEREAS**, OWNER intends to pay, in part or in whole, for the cost of the Agreement (as defined in Section I hereof) using monies received from the Fiscal Recovery Funds; and

**WHEREAS**, in using such funds, OWNER must comply with the terms of ARPA, regulations issued by the U.S. Department of the Treasury (“Treasury”) governing the expenditure of monies distributed from the Fiscal Recovery Funds (including, without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021) and Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022))), the Award Terms and Conditions applicable to the Fiscal Recovery Funds, and such other guidance as Treasury has issued or may issue governing the expenditure of monies distributed from the Fiscal Recovery Funds (collectively, the “Regulatory Requirements”); and

**WHEREAS**, pursuant to the Regulatory Requirements, OWNER must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury has determined or may determine are inapplicable to the Fiscal Recovery Funds; and

**WHEREAS**, pursuant to 2 C.F.R. § 200.327, OWNER must include within the Agreement applicable provisions described in Appendix II to 2 C.F.R. Part 200, each of which is contained in this Addendum; and

**WHEREAS**, OWNER shall not enter into the Agreement or make any distributions of funds to ENGINEER using monies from the Fiscal Recovery Funds absent ENGINEER’s agreement and adherence to each term and condition contained herein.

**NOW THEREFORE**, ENGINEER and OWNER do mutually agree as follows:

### **AGREEMENTS**

#### **I. Definitions**

- A. Unless otherwise defined in this Addendum, capitalized terms used in this Addendum shall have the meanings ascribed thereto in this Section I.
  1. “Agreement” shall mean the legal instrument by which OWNER, as a Recipient or Subrecipient, shall purchase from ENGINEER property or services needed to carry out a

- project or program under a federal award, and of which this Addendum shall constitute an integral part.
2. “ARPA” shall mean the American Rescue Plan Act of 2021, Pub. L. No. 117-2, as amended.
  3. “Administering Agency” shall have the meaning specified in 41 C.F.R. § 60-1.3.
  4. “Applicant” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“An applicant for Federal assistance involving a construction contract, or other participant in a program involving a construction contract as determined by regulation of an administering agency. The term also includes such persons after they become recipients of such Federal assistance.”).
  5. “Construction Work” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[T]he construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.”).
  6. “ENGINEER” shall mean the entity named as “ENGINEER” in this Addendum that has received an Agreement from OWNER.
  7. “Federally Assisted Construction Contract” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[A]ny agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the government of the United States of America for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.”).
  8. “Government” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[T]he government of the United States of America.”).
  9. “Laborer” or “Mechanic” shall have the meaning specified in 29 C.F.R. § 5.2(m), which is provided here for ease of reference: (“The term *laborer* or *mechanic* includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term *laborer* or *mechanic* includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards. The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual. Persons employed in a bona fide executive, administrative, or professional capacity as defined in part 541 of [Title 40 of the United States Code] are not deemed to be laborers or mechanics. Working foremen who devote more than 20 percent of their time during a workweek to mechanic or laborer duties, and who do not meet the criteria of [Title 40 of the United States Code], are laborers and mechanics for the time so spent.”).

10. "OWNER" shall have the meaning indicated in the preamble to this Addendum.
11. "Recipient" shall mean an entity that receives a federal award directly from a federal awarding agency. The term does not include subrecipients or individuals that are beneficiaries of an award.
12. "Subcontract" shall mean, for the purposes of this Addendum, any agreement entered into by a Subcontractor to furnish supplies or services for the performance of this Agreement or a Subcontract. It includes, but is not limited to, purchase orders and changes and modifications to purchase orders.
13. "Subcontractor" shall mean an entity that receives a Subcontract.
14. "Subrecipient" shall mean an entity that receives a subaward from a pass-through entity to carry out part of a federal award; but it does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.
15. "Tier" shall have the meaning indicated in 2 C.F.R. Part 180 and illustrated in 2 C.F.R. Part 180, Appendix II.

## **II. Equal Employment Opportunity**

- A. If this Agreement is a Federally Assisted Construction Contract exceeding \$10,000, during the performance of this Agreement, ENGINEER agrees as follows:
  1. ENGINEER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. ENGINEER will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  2. ENGINEER will, in all solicitations or advertisements for employees placed by or on behalf of ENGINEER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  3. ENGINEER will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to



individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with ENGINEER's legal duty to furnish information.

4. ENGINEER will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of ENGINEER's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. ENGINEER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. ENGINEER will furnish to the Administering Agency and the Secretary of Labor all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Administering Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of ENGINEER's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended, in whole or in part, and ENGINEER may be declared ineligible for further Government contracts or Federally Assisted Construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965. Such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. ENGINEER will include the portion of the sentence immediately preceding paragraph A.1. of this Section II and the provisions of paragraphs A.1. through A.7. in every Subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. ENGINEER will take such action with respect to any Subcontract or purchase order as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event ENGINEER becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Administering Agency, ENGINEER may request the United States to enter into such litigation to protect the interests of the United States.

OWNER further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if OWNER so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the Agreement.

9. OWNER agrees that it will assist and cooperate actively with the Administering Agency and the Secretary of Labor in obtaining the compliance of ENGINEER and any Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Administering Agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Administering Agency in the discharge of the agency's primary responsibility for securing compliance.
10. OWNER further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally Assisted Construction Contracts pursuant to the Executive Order and that it will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon ENGINEER and any Subcontractors by the Administering Agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, OWNER agrees that if it fails or refuses to comply with these undertakings, the Administering Agency may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- B. If this Agreement is not a Federally Assisted Construction Contract exceeding \$10,000, the provisions of Section II.A. of this Addendum shall not apply.

### **III. Copeland "Anti-Kickback" Act**

- A. ENGINEER and any Subcontractors performing work under the Agreement shall comply with 18 U.S.C. § 874. OWNER shall report all suspected or reported violations to Treasury.

### **IV. Contract Work Hours and Safety Standards Act**

- A. *Overtime Requirements.* Neither ENGINEER nor any Subcontractor contracting for any part of the Agreement work which may require or involve the employment of Laborers or Mechanics shall require or permit any such Laborer or Mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such Laborer or Mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. *Violation; Liability for Unpaid Wages; Liquidated Damages.* In the event of any violation of the clause set forth in Section IV.A. (*Overtime Requirements*), above, ENGINEER and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such ENGINEER and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual Laborer or Mechanic, including watchmen and guards, employed in violation of the clause set forth in Section IV.A. (*Overtime Requirements*), above, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours

without payment of the overtime wages required by the clause set forth in Section IV.A. (*Overtime Requirements*), above.

- C. *Withholding for Unpaid Wages and Liquidated Damages.* OWNER shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold, or cause to be withheld, from any moneys payable on account of work performed by ENGINEER or a Subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of ENGINEER or Subcontractor for unpaid wages and liquidated damages as provided in Section IV.B. (*Violation; Liability for Unpaid Wages; Liquidated Damages*) of this section.
- D. *Subcontracts.* ENGINEER or Subcontractor shall insert in any Subcontract the clauses set forth in Sections IV.A. through IV.D. and also a clause requiring Subcontractors to include these clauses in any lower-Tier Subcontracts. ENGINEER shall be responsible for compliance by any first-Tier Subcontractor or lower-Tier Subcontractor with the clauses set forth in Sections IV.A. through IV.D.
- E. *Payroll and Records.* ENGINEER or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Agreement for all Laborers and Mechanics, including guards and watchmen, working on the Agreement. Such records shall contain the name and address of each such employee, Social Security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by ENGINEER or Subcontractor for inspection, copying, or transcription by authorized representatives of the Department of the Treasury and the Department of Labor, and ENGINEER or Subcontractor will permit such representatives to interview employees during working hours on the job.
- F. *Exceptions.* None of the requirements of Section IV of this Addendum shall apply if this Agreement is a contract (1) for transportation by land, air, or water; (2) for the transmission of intelligence; (3) for the purchase of supplies, materials, or articles ordinarily available in the open market; or (4) in an amount that is equal to or less than \$100,000.

## **V. Rights to Inventions Made Under a Contract or Agreement**

- A. The Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Government purposes,” any subject data or copyright described below. “Government purposes” means use only for the direct purposes of the Government. Without the copyright owner’s consent, the Government may not extend its federal license to any other party.
  - 1. Any subject data developed under the Agreement, whether or not a copyright has been obtained, and
  - 2. Any rights of copyright purchased by ENGINEER using federal assistance funded in whole or in part by the Department of the Treasury.

- B. Unless Treasury determines otherwise, ENGINEER performing experimental, developmental, or research work required as part of this Agreement agrees to permit Treasury to make available to the public either (1) Treasury's license in the copyright to any subject data developed in the course of the Agreement or (2) a copy of the subject data first produced under the Agreement for which a copyright has not been obtained. If the experimental, developmental, or research work which is the subject of this Agreement is not completed for any reason whatsoever, all data developed under the Agreement shall become subject data as defined herein and shall be delivered as the Government may direct.
- C. Unless prohibited by North Carolina law, upon request by the Government, ENGINEER agrees to protect, indemnify, and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, proximately caused by the willful or intentional violation by ENGINEER of proprietary rights, copyrights, or right of privacy arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Agreement, except to the extent the same are caused by the negligence or willful misconduct of OWNER. ENGINEER shall be required to indemnify the Government for any such liability arising out of the wrongful act of any employee, official, or agent of the Agreement to the extent set forth in the previous sentence.
- D. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
- E. Data developed by ENGINEER and financed entirely without using federal assistance provided by the Government that has been incorporated into work required by the underlying Agreement is exempt from the requirements herein, provided that ENGINEER identifies those data in writing at the time of delivery of the Agreement work. ENGINEER agrees to include these requirements in each Subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.
- F. For the purposes of this Section V, "subject data" means "recorded information, whether or not copyrighted, . . . that is delivered or specified to be delivered as required by the Agreement." Examples of "subject data" include, but are not limited to, "computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses or other similar information used for performance or administration of the Agreement."

## **VI. Clean Air Act and Federal Water Pollution Control Act**

- A. *Clean Air Act.* ENGINEER agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* ENGINEER agrees to report each violation to OWNER and understands and agrees that OWNER will, in turn, report each violation as required to Treasury and the appropriate Environmental Protection Agency

Regional Office. ENGINEER agrees to include these requirements in each Subcontract exceeding \$150,000 financed, in whole or in part, with federal assistance provided by Treasury.

- B. *Federal Water Pollution Control Act.* ENGINEER agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* ENGINEER agrees to report each violation to OWNER and understands and agrees that OWNER will, in turn, report each violation as required to assure notification to Treasury and the appropriate Environmental Protection Agency Regional Office. ENGINEER agrees to include these requirements in each Subcontract exceeding \$150,000 financed, in whole or in part, with federal assistance provided by Treasury.

## **VII. Debarment and Suspension**

- A. Due to its receipt of Fiscal Recovery Funds, OWNER is a participant in a nonprocurement transaction (defined at 2 C.F.R. § 180.970) that is a covered transaction pursuant to 2 C.F.R. § 180.210 and 31 C.F.R. § 19.210. Therefore, this Agreement is a lower-Tier covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19 if (1) the amount of this Agreement is greater than or equal to \$25,000 (2 C.F.R. § 180.220(b)(1)s; 31 C.F.R. § 19.220(b)(1)); (2) the Agreement requires the consent of an official of the Department of the Treasury (2 C.F.R. § 180.220(b)(2); 31 C.F.R. § 19.220(b)(2)); or (3) this Agreement is for federally required audit services (2 C.F.R. § 180.220(b)(3); 31 C.F.R. § 19.220(b)(3)).
- B. If this Agreement is a covered transaction as set forth in Section VII.A., above, ENGINEER hereby certifies as of the date hereof that ENGINEER, ENGINEER's principals (defined at 2 C.F.R. § 180.995), and the affiliates (defined at 2 C.F.R. § 180.905) of both ENGINEER and ENGINEER's principals are not excluded (defined at 2 C.F.R. § 180.935) and are not disqualified (defined at 2 C.F.R. § 180.935). If any of the foregoing persons are excluded or disqualified and the Secretary of the Treasury has not granted an exception pursuant to 31 C.F.R. § 19.120(a), (1) this Agreement shall be void, (2) OWNER shall not make any payments of federal financial assistance to ENGINEER, and (3) OWNER shall have no obligations to ENGINEER under this Agreement.
- C. ENGINEER must comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19 and must include a requirement to comply with these regulations in any lower-Tier covered transaction into which it enters. This certification is a material representation of fact relied upon by OWNER, and all liability arising from an erroneous representation shall be borne solely by ENGINEER.
- D. If it is later determined that ENGINEER did not comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19, in addition to remedies available to OWNER, the Government may pursue available remedies, including but not limited to suspension and/or debarment.

## **VIII. Byrd Anti-Lobbying Amendment**

- A. ENGINEER certifies to OWNER, and ENGINEER shall cause each Tier below it to certify to the Tier directly above such Tier, that it has not used and will not use federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. ENGINEER shall, and shall cause each Tier below it, to disclose any lobbying

with non-federally appropriated funds that takes place in connection with obtaining any federal award. Such disclosures (to be set forth on Standard Form-LLL, contained in 31 C.F.R. Part 21, Appendix B) shall be forwarded from Tier to Tier up to the OWNER, which will, in turn, forward the certification(s) to Treasury. ENGINEER shall cause the language of this Section VIII.A. to be included in all Subcontracts. This certification is a material representation of fact upon which OWNER has relied when entering into this Agreement, and all liability arising from an erroneous representation shall be borne solely by ENGINEER.

- B. ENGINEER that bids or applies for a contract exceeding \$100,000 (including this Agreement, if applicable) also must file with OWNER the certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.
- C. ENGINEER also shall cause any Subcontractor with a Subcontract (at any Tier) exceeding \$100,000 to file with the Tier above it the certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.

#### **IX. Procurement of Recovered Materials**

- A. Section IX.B. shall apply if (1) this Agreement involves the purchase of an item designated by the Environmental Protection Agency (“EPA”) in 40 C.F.R. Part 247 that exceeds \$10,000 or (2) the total value of such designated items acquired during OWNER’s preceding fiscal year exceeded \$10,000.
- B. In the performance of the Agreement, ENGINEER shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot (1) be acquired competitively within a timeframe providing for compliance with the Agreement performance schedule, (2) meet Agreement performance requirements, or (3) be acquired at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available on EPA’s website. ENGINEER also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

#### **X. Prohibition on Contracting for Covered Telecommunications Equipment or Services**

- A. *Definitions.* Unless otherwise defined in this Agreement, capitalized terms used in this Section X shall have the meanings ascribed thereto in this Section X.A.
  - 1. “Backhaul” means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).
  - 2. “Covered Foreign Country” means the People’s Republic of China.
  - 3. “Covered Telecommunications Equipment or Services” means (a) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (b) for the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera

Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (c) telecommunications or video surveillance services provided by such entities or using such equipment; or (d) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a Covered Foreign Country.

4. “Critical Technology” means (1) defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; (2) items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations and controlled (a) pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology, or (b) for reasons relating to regional stability or surreptitious listening; (3) specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (4) nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material); (5) select agents and toxins covered by part 331 of title 7, Code of Federal Regulations; part 121 of title 9 of such Code; or part 73 of title 42 of such Code; or (6) emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. § 4817).
5. “Interconnection Arrangements” means arrangements governing the physical connection of two or more networks to allow the use of another’s network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.
6. “Roaming” means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.
7. “Substantial or Essential Component” means any component necessary for the proper function or performance of a piece of equipment, system, or service.
8. “Telecommunications Equipment or Services” means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud services.

#### B. Prohibitions.

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obtaining or expending grant, cooperative agreement, loan,

or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2. Unless an exception in Section X.C. applies, ENGINEER and any Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds (including, without limitation, Fiscal Recovery Funds) received from a federal government to:
  - a. Procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;
  - b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;
  - c. Enter into, extend, or renew contracts with entities that use Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system; or
  - d. Provide, as part of its performance of this Agreement, any Subcontract; any other contractual instrument; or any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system.

C. Exceptions.

1. This clause does not prohibit ENGINEER or Subcontractors from providing:
  - a. A service that connects to the facilities of a third party, such as Backhaul, Roaming, or Interconnection Agreements, or
  - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
2. By necessary implication and regulation, the prohibitions also do not apply to:
  - a. Covered telecommunications equipment that:
    - i. Is not used as a Substantial or Essential Component of any system and
    - ii. Is not used as Critical Technology of any system.
  - b. Other telecommunications equipment or services that are not considered Covered Telecommunications Equipment or Services.



#### D. Reporting Requirement

1. In the event ENGINEER identifies, during performance of the Agreement, covered Telecommunications Equipment or Services used as a Substantial or Essential Component of any system or as Critical Technology as part of any system, or if ENGINEER is notified of such by a Subcontractor at any Tier or by any other source, ENGINEER shall report the information in paragraph D.2(d)(2) of this Section X to OWNER, unless procedures for reporting the information are established elsewhere in this Agreement.
  2. ENGINEER shall report the following information to OWNER pursuant to paragraph D.1 of this Section X:
    - a. Within one business day from the date of such identification or notification: contract number; order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
    - b. Within ten business days of submitting the information in paragraph D.2.a. of this Section: any further available information about mitigation actions undertaken or recommended. In addition, ENGINEER shall describe (i) the efforts it undertook to prevent use or submission of Covered Telecommunications Equipment or Services and (ii) any additional efforts that will be incorporated to prevent future use or submission of Covered Telecommunications Equipment or Services.
- E. *Subcontractor*. ENGINEER shall cause to be inserted into all Subcontracts and other contractual instruments relating to the performance of this Agreement the substance of this Section X, including this paragraph E.

#### **XI. Domestic Preferences for Procurements**

- A. For purposes of this Section XI, the terms below are defined as follows:
1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coating, occurred in the United States.
  2. “Manufactured Products” means items and construction materials composed, in whole or in part, of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- B. As applicable, and to the extent consistent with law, ENGINEER should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials Produced in the United States. This includes, but is not limited to, iron, aluminum, steel,

cement, and other Manufactured Products. ENGINEER shall cause any Subcontractors to include the requirements of this Section XI in any Subcontracts.

## **XII. Solicitation of Minority and Women-Owned Business Enterprises**

- A. If ENGINEER intends to let any Subcontracts, ENGINEER shall (1) place qualified small and minority businesses and women’s business enterprises on its solicitation lists; (2) assure that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources; (3) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises; (4) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women’s business enterprises; and (5) use the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the North Carolina Office for Historically Underutilized Businesses.
- B. For the purposes of Section XII.A., an entity shall qualify (1) as a “minority business” or “women’s business enterprise” if it is currently certified as a North Carolina “historically underutilized business” under Chapter 143, Section 128.4(a) of the N.C. General Statutes (hereinafter G.S.), and (2) as a “small business” if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

## **XIII. Access to Records**

- A. ENGINEER agrees to provide OWNER, the Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, and the Comptroller General of the United States, or any authorized representatives of these entities, access to any records (electronic and otherwise) of ENGINEER which are directly pertinent to this Agreement to conduct audits or any other investigations. ENGINEER agrees to permit any of the foregoing parties to reproduce such records by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- B. ENGINEER agrees to retain all records covered by this Section XIII through December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving the Agreement.

## **XIV. Conflicts of Interest; Gifts and Favors**

- A. ENGINEER understands that (1) OWNER will use Fiscal Recovery Funds to pay for the cost of this Agreement and (2) the expenditure of Fiscal Recovery Funds is governed by the OWNER’s Conflict of Interest Policy, the Regulatory Requirements (including, without limitation, 2 C.F.R. § 200.318(c)(1)), and North Carolina law (including, without limitation, G.S. 14-234(a)(1) and -234.3(a)).
- B. ENGINEER certifies to OWNER that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of OWNER involved in the selection, award, or administration of this Agreement (each a “Covered Individual”); no member of a Covered Individual’s immediate family; no partner of a Covered Individual; and no organization (including ENGINEER) which employs or is about to employ a Covered Individual has a financial or other

interest in, or has received a tangible personal benefit from, ENGINEER. Should ENGINEER obtain knowledge of any such interest or any tangible personal benefit described in the preceding sentence after the date hereof, ENGINEER shall promptly disclose the same to OWNER in writing.

- C. ENGINEER certifies to OWNER that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of OWNER. Should ENGINEER obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, ENGINEER shall promptly disclose the same to OWNER in writing.

**XV. Assurances of Compliance with Title VI of the Civil Rights Act of 1964**

- A. ENGINEER and any Subcontractor, or the successor, transferee, or assignee of ENGINEER or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also provides protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d *et seq.*, as implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Agreement.

**XVI. Other Non-Discrimination Statutes**

- A. ENGINEER acknowledges that OWNER is bound by and agrees, to the extent applicable to ENGINEER, to abide by the provisions contained in the federal statutes enumerated below and any other federal statutes and regulations that may be applicable to the expenditure of Fiscal Recovery Funds:
1. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  2. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  3. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  4. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability in programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

**XVII. Miscellaneous**

- A. *Increasing Seat Belt Use in the United States.* Pursuant to Executive Order 13043, 62 Fed. Reg. 19,216 (Apr. 18, 1997), OWNER encourages ENGINEER to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.
- B. *Reducing Text Messaging While Driving.* Pursuant to Executive Order 13513, 74 Fed. Reg. 51,225 (Oct. 6, 2009), OWNER encourages ENGINEER to adopt and enforce policies that ban text messaging while driving.

**XVIII. Conflicts and Interpretation**

- A. To the extent that any portion of this Addendum conflicts with any term or condition of this Agreement expressed outside of this Addendum, the terms of this Addendum shall govern.

*[Remainder of Page Intentionally Left Blank]*

**ENGINEER:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**OWNER:**

By: \_\_\_\_\_

Name: Brian W. Matthews

Title: County Manager

*[Signature Page to Coronavirus State and Local Fiscal Recovery Funds Addendum]*

**ATTACHMENT 1**  
**TO**  
**CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM**  
**APPENDIX A, 31 C.F.R. PART 21 – CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of the undersigned’s knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL, “Disclosure Form to Report Lobbying,”](#) in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The ENGINEER, \_\_\_\_\_, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the ENGINEER understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of ENGINEER’s Authorized Official

\_\_\_\_\_  
Name and Title of ENGINEER’s Authorized Official

\_\_\_\_\_  
Date

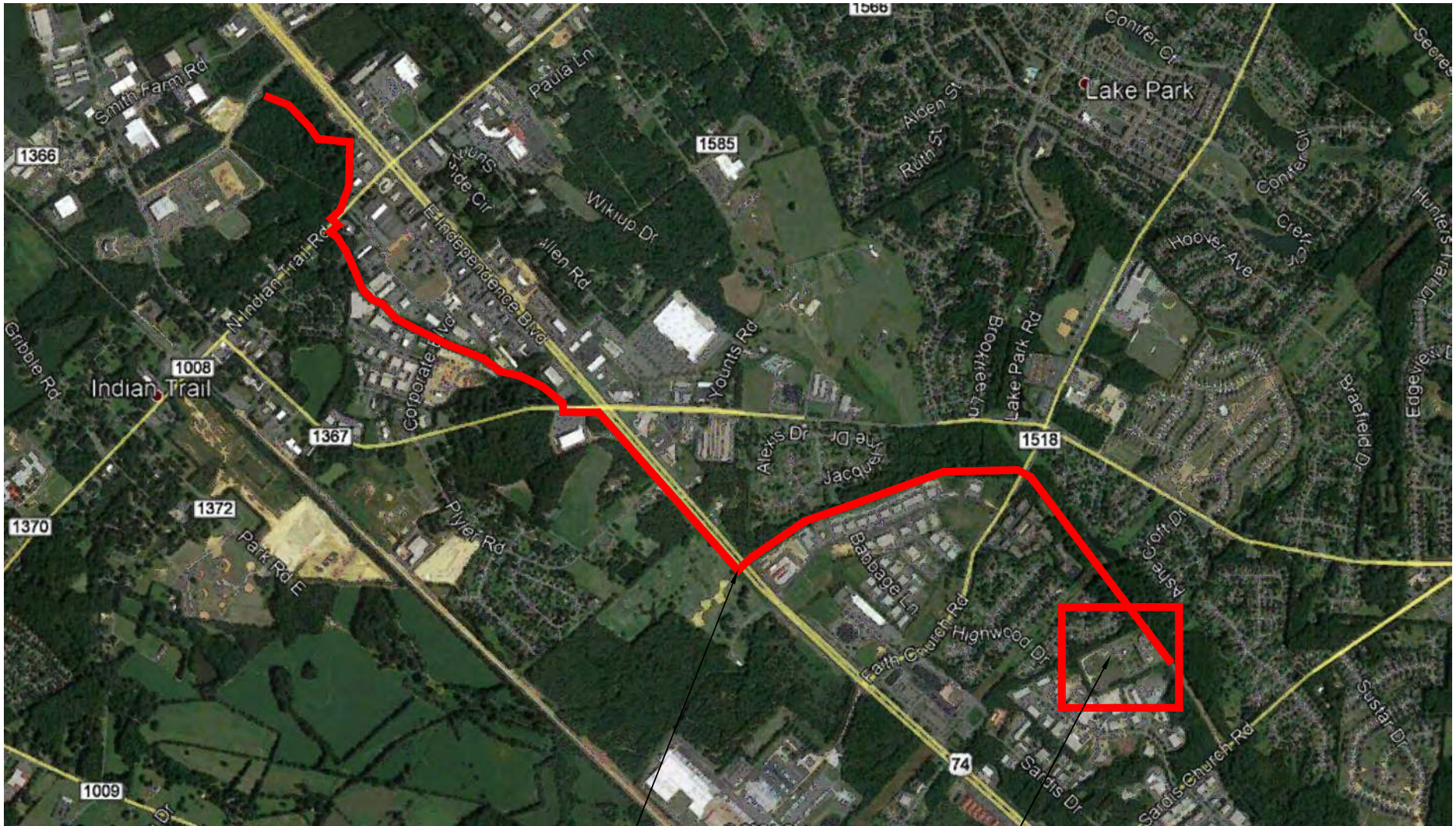
## 12 APPENDIX E – PROJECT MAP

### RFQ 2023-091 Construction Phase Engineering Services for Crooked Creek Trunk Sewer Phase II Interceptor Improvements

**Do Not Submit with SOQ**

**---Informational Purposes Only---**





APPROXIMATE ALIGNMENT FOR THE  
PROPOSED CROOKED CREEK TRUNK  
SEWER PHASE II INTERCEPTOR  
IMPROVEMENTS

CROOKED CREEK WRF

SOURCE: GOOGLE EARTH