



**Request for Qualifications No. 2023-072**  
**Landscape Design Services for Capital Improvement Projects**

**Due Date:** July 25, 2023  
**Time:** 2:00 PM EDT  
**Receipt Location:** Electronic Submittal  
Union County Government Center  
Procurement Department  
500 N. Main Street, Suite 709  
Monroe, NC 28112

**Procurement Contact:**

Corey Brooks  
Senior Procurement Specialist  
704.283.3683  
[corey.brooks@unioncountync.gov](mailto:corey.brooks@unioncountync.gov)

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## 1 NOTICE OF ADVERTISEMENT

**Union County, North Carolina  
Request for Qualifications No. 2023-072  
On Call for Landscape Design Services for Capital Improvement Projects**

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 **2:00 PM EDT on July 25, 2023.** Late submittals will not be accepted.

Union County, North Carolina, through Union County Facilities Management, is seeking SOQs from qualified firms to provide Landscape Design Services for various projects on an 'as needed' basis. This is a Request for Qualification (RFQ). As a Request for Qualifications (RFQ), responding firms are not required to submit price information nor work product with submittal packages. Compliance with N.C.G.S. 143-64.31 is required.

This solicitation may be examined at the Union County Government Center, Procurement Department, 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 Landscape Architects 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.

*End of Advertisement*

## 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 **2:00 PM EDT on July 25, 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 5:00 PM EDT on July 11, 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 **Corey Brooks** at [corey.brooks@unioncountync.gov](mailto:corey.brooks@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/or [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 is soliciting Statements of Qualifications from qualified Landscape Design firms interested in providing full-service landscape design and consulting services and/or landscape architectural design services on an individual project basis for capital projects including, but not limited to, those projects where the estimated expenditure of public money is less than \$500,000.00 and identified in the 2023 Union County Capital Improvement Plan, (CIP) ), or subsequent amendments or updates to the CIP, 2023 Union County Water Capital Improvement Plan (CIP), or subsequent amendments or updates to the CIP. 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. Union County may select up to four (4) qualified firms to provide Landscape Design Services described in this RFQ. Union County reserves the right to seek professional services through a separate RFQ for any project, whether identified or unidentified within the Master Plan or CIP documents, at their discretion. The selected firm(s) shall provide work on an as-needed basis upon assignment, by way of task order, from Union County. The selection is not a guarantee that any minimum amount of Landscape Design Services will be assigned to any specific firm and Union County reserves the right to re-institute the selection process at any time.

Submittals made in response to this Request for Qualifications will be reviewed by an evaluation team and ranked based on criteria identified herein. A short list of firms may be made based on a review of the qualifications. At the discretion of Union County, firms may be selected for interviews. Firms with relevant Landscape Design Experience and qualifications as described above are encouraged to submit. The purpose of the RFQ process is to identify the most qualified respondents. The firm(s) selected by the County shall provide Landscape Design Services on an as-needed basis, upon assignment, by way of a written task order from Union County and may be assigned to individual contracts.



### 3.2 COUNTY

The County (estimated population 247,058) 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.

## 4 PROJECT DESCRIPTION AND SCOPE OF SERVICES

The Landscape Design Firm shall provide full-service landscape design and consulting services, and/or landscape architectural design services along with other authorized special services appropriate to the project. The services will be provided for capital projects, but not limited to, those identified in the 2023 Union County Capital Improvement Plan (CIP), or subsequent amendments or updates to the CIP, 2023 Union County Water Capital Improvement Plan (CIP), or subsequent amendments or updates to the CIP, and any other capital projects undertaken by Union County divisions or departments.

The landscape design firm shall provide landscape design and consulting services on various projects as the need arises and as directed by Union County. The County will specify services to be performed by the landscape design firm via a written task order. The landscape design firm will acknowledge all such written task orders within 24 hours or receipt and complete all services within the timeframe stated in each individual task order. A written scope for each task order will be provided to the landscape design firm and will be the basis of negotiations between Union County and the landscape design firm regarding fee, scheduling of the proposed task, personnel and labor hours as well as an itemized list of deliverables and other expenses, such as reimbursables, that are deemed necessary to accomplish the proposed work. Each task order may include any or all of the work elements outlined herein, and may be modified to add or delete certain elements at the discretion of Union County. The contract agreement will provide for payment for phases of work completed with options to proceed through all phases or to discontinue work as circumstances may dictate. The final scope of services, together with the design and/or consulting fee, will be included in the final executed Agreement.

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.

## 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.** 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.



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

The total length of the submittal, including cover letter, should be no more than 25 single-sided pages. Submittals should be on 8 ½" x 11" paper with an 11-point minimum text size. Key personnel resumes may also be provided as an appendix to the document and will not count against the page limit. Covers, section acknowledgements, and the required forms, do not count against the page limit.

Please provide the following information in the sequence of the following major headings described below.

**The submittal should be organized into the following sections:**

- **Section A** – Cover Letter
- **Section B** – Experience
- **Section C** – Project Team
- **Section D** – Project Management and Quality Control
- **Section E** – Project Approach and Methodology
- **Section F** – History of Similar Projects
- **Section G** – Reputation of Firm
- **Section H** – 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, phone number and Website address.
- Location Providing Service (if different from headquarters), address and telephone number.
- Name of single point of contact, title, direct telephone number and/or extension and direct email address.
- Name of person with binding authority, title, address, direct telephone number and/or extension and 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 – EXPERIENCE**

Provide a representative summary of your firm’s specialized experience or expertise as it relates to providing Landscape Design Services as mentioned in the scope above. Reference recent experience with project costs and schedules as well as past performance on similar assignments.

### **5.2.3 SECTION C – PROJECT TEAM**

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

- Professional, relevant qualifications 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 license information for Engineers, Architects and/or Surveyors assigned to this project;
- Office location and number of year’s employee has worked with their current firm;
- Available time (in percent) that each team member may commit to these services.
- Familiarity with the area where the project is to be located.
- Construction administration capabilities.
- The specific experience the proposed program manager has in managing related or similar programs.
- 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.

### **5.2.4 SECTION D – PROJECT MANAGEMENT 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 – PROJECT APPROACH AND METHODOLOGY**

Provide a brief summary to include the approach for this project including the team and consultants as it relates to the previously defined scope.

### **5.2.6 SECTION F – HISTORY OF SIMILAR PROJECTS**

Provide a minimum of five (5) representative projects including the following information for each project:

- Owner's name and title.
- Owner's contact person name, title, address, telephone number and email address.
- Title and description of the project.
- Description of the services provided.

### **5.2.7 SECTION G – 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.

### **5.2.8 SECTION H – 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 adequate staff and proposed team for the project; -Current workload and availability to support the project; -Familiarity with the area where the project is located. -Administration capabilities.	40%
<b>Project Experience</b> -Specialized or appropriate project experience; -Past performance on similar projects; -Recent experience with project costs and schedules -Record of successfully completed projects without major legal or technical difficulties.	45%
<b>Project Management 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.	10%
<b>Project Approach and Methodology</b> -Proposed approach for the project including team and consultants.	5%

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 and Availability of Resources Project Experience Project Approach and Project Management Reputation of Firm	75%
Quality and Relevance of Interview as it Relates to the Scope of the RFQ.	25%

### 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

The contract award will have an initial term of two (2) years with one (1) year renewal option ending annual budget appropriation.

Union County has the right to reject any or all SOQ, 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.



## **7.2 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).

## **7.3 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.

## **7.4 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.

## **7.5 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.

## **7.6 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. All submittals submitted in response to this request shall become the property of Union County and as such, may be subject to public review. 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.



## 7.7 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.

## **7.8 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.

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## 8 APPENDIX A – SOQ SUBMISSION FORM

**RFQ 2023-072  
Landscape Design Services for Capital Improvement Projects**

**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 2023-072**

**Landscape Design Services for Capital Improvement Projects**

**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 2023-072

Landscape Design Services for Capital Improvement Projects

**Do Not Submit with SOQ**

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

MULTIPLE PROJECT AGREEMENT

BETWEEN

UNION COUNTY, NORTH CAROLINA

AND

[ARCHITECTURAL FIRM]

FOR

PROFESSIONAL ARCHITECTURAL SERVICES

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

AGREEMENT  
BETWEEN  
UNION COUNTY, NORTH CAROLINA  
AND  
[ARCHITECTURAL FIRM]  
FOR  
PROFESSIONAL ARCHITECTURAL 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 [Architectural Firm], with offices at [Address], hereinafter referred to as “ARCHITECT.”

OWNER desires to retain ARCHITECT, a professional architectural firm, to provide certain architectural services on one or more projects in which OWNER is involved; and

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

OWNER and ARCHITECT, in consideration of their mutual covenants, herein agree in respect of the performance of professional services by ARCHITECT 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 ARCHITECT agree will be performed under the terms and conditions of this Agreement. Each project ARCHITECT 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 ARCHITECT. 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 ARCHITECT represents and agrees that it is qualified and fully capable to perform and provide the professional architectural services and other services required or necessary under this Agreement in a fully competent and professional manner, and that any consultants ARCHITECT

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, ARCHITECT 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. ARCHITECT shall also exercise reasonable care and diligence in performing its services under this Agreement in accordance with generally accepted standards for architectural practice in the region which is the situs of the project or task subject to the Task Order (“Standard of Care”).

1.5 ARCHITECT shall be responsible for all errors or omissions, in the drawings, specifications, and other documents prepared by ARCHITECT. It shall be the responsibility of ARCHITECT 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 ARCHITECT 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 ARCHITECT.

1.7 Time is of the essence in this Agreement. ARCHITECT shall perform all services in a timely manner in accordance with any schedules set forth herein, including any Task Order. ARCHITECT 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 the design or activities of the PROJECT.

1.8 Any of ARCHITECT’s key personnel, along with its Consultants and their key personnel, may be listed in a Task Order. No changes to ARCHITECT’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**

ARCHITECT shall provide OWNER with all architectural services required to satisfactorily complete all phases and requirements of a Task Order within the time limitations set forth therein in accordance with the Standard of Care. ARCHITECT’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 ARCHITECT.

## **2.1 General.**

ARCHITECT's Basic Services and responsibilities to OWNER are as defined in the Task Order applicable to each project. These services may include providing professional architectural consultation and advice and furnishing architectural design and/or construction administration services and related architectural/engineering services incidental thereto.

## **SECTION 3 – ADDITIONAL SERVICES**

### **3.1 General**

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.

### **3.2 Other Additional Services**

When required and authorized by OWNER, ARCHITECT shall perform the following Additional Services:

3.2.1 Those services resulting from significant changes in the general scope, extent, character or design of the PROJECT, including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing. ARCHITECT shall revise previously accepted studies, reports, design documents or contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ARCHITECT's control, and not foreseeable to ARCHITECT.

3.2.2 Preparation of alternate, separate, or sequential bid documents or other extra services in connection with bidding or construction prior to the completion of a final design, when requested by OWNER.

3.2.3 Any type of property surveys, other special field surveys or related services needed for the transfer of interests in real property, and architectural surveys and staking to enable a contractor to proceed with the PROJECT.

3.2.4 Preparation of applications and supporting documents for private or governmental grants, loans or advances on the PROJECT in addition to those furnished under Basic Services; preparation, review and/or evaluation of environmental impact statements and assessments, and the effect on the design requirements for the PROJECT of any such statements and documents prepared by others.

3.2.5 Investigations and studies, in addition to those provided under Basic Services, involving, but not limited to, operations, preventive maintenance programs, maintenance and overhead expenses, value engineering during the course of design, feasibility studies, cash flow and economic evaluations, rate schedules and appraisals, assistance to OWNER with obtaining

financing for the PROJECT; evaluation of processes available for licensing and assistance to OWNER in obtaining process licensing; perform detailed quantity surveys of material, equipment and labor; and audits or inventories required during construction of the PROJECT.

3.2.6 Acquisition of services of Consultants or subcontractors for services other than Basic Services.

3.2.7 Assistance to OWNER with bid protests, or rebidding not due to the fault of ARCHITECT.

3.2.8 Preparation to serve as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the PROJECT.

3.2.9 Services related to work directive changes and change orders to reflect changes requested by OWNER or contractor on a construction project.

3.2.10 Revisions to drawings and specifications occasioned by the acceptance by OWNER of substitutions proposed by a contractor outside of the standard substitutions process.

3.2.11 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction; (2) acceleration of the progress schedule involving services beyond normal working hours; (3) default by any contractor; (4) failure of the contractor to complete its work within the time stipulated in the contract documents; and (5) approval of extensions of the time for performance. In no event shall ARCHITECT treat any services rendered under this Section as Additional Services for which it is entitled to additional compensation hereunder if ARCHITECT caused or contributed in any way to making the additional or extended service necessary.

3.2.12 Services other than Basic Services during a PROJECT's construction phase in connection with any partial utilization of the PROJECT by OWNER prior to substantial completion of the PROJECT.

3.2.13 Assistance in the closing of any financial transaction for the PROJECT.

3.2.14 Preparation of mitigation plans and environmental evaluations related to the compliance with wetlands protection regulations.

#### **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 ARCHITECT's services for the PROJECT, except those decisions which require approval by the County Manager or Board of Commissioners pursuant hereto.



4.2 Provide to ARCHITECT any data, plans, reports and other information in possession of, and reasonably accessible by, OWNER which are relevant to the execution of ARCHITECT's duties on the PROJECT; provide all criteria and full available 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 ARCHITECT, 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 ARCHITECT and its Consultants to enter upon public and private property as required by ARCHITECT and its Consultants, to perform services under this Agreement.

4.6 Review all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ARCHITECT.

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 ARCHITECT 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 any 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 ARCHITECT whenever OWNER observes or otherwise becomes aware of any condition that affects the scope or timing of ARCHITECT'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 ARCHITECT's services. ARCHITECT shall be entitled to rely upon the accuracy and completeness of all information and services provided by OWNER or at OWNER's direction, unless ARCHITECT 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 ARCHITECT'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. ARCHITECT's obligation to render services hereunder will extend for a period which may reasonably be required for the performance of ARCHITECT'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 ARCHITECT, 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 ARCHITECT's services shall be considered complete at the earlier of (1) the date when the submissions for that phase of ARCHITECT's services 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 ARCHITECT'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 ARCHITECT's services and the various rates of compensation may be adjusted equitably.

## **SECTION 6 - PAYMENTS TO ARCHITECT**

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

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, architects, engineers, 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, architects, engineers, 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 ARCHITECT as total compensation for each hour an employee of ARCHITECT 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: 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 ARCHITECT 's services.

## **6.2 Basis and Amount of Compensation for Additional Services.**

Compensation for Additional Services shall be on the basis of Per Diem, Cost plus Fixed Fee, or Lump Sum to be agreed upon at time of request for Additional Services. The estimated amount of Additional Services will be determined at the time the Additional Services are requested.

## **6.3 Intervals of Payments**

6.3.1 Payments to ARCHITECT for Basic Services shall be made once every month by OWNER. ARCHITECT'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 ARCHITECT's invoices.

6.3.2 Payments for Additional Services rendered and Reimbursable Expenses authorized shall be made once every month. ARCHITECT'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 ARCHITECT's invoices.

## **6.4 Other Provisions Concerning Payments**

6.4.1 If OWNER fails to make any undisputed payment due ARCHITECT for services and expenses within sixty (60) days after receipt of ARCHITECT's statement, ARCHITECT may, after giving seven (7) days' written notice to OWNER, suspend services under this Agreement until ARCHITECT 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 ARCHITECT, ARCHITECT 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, ARCHITECT's compensation may be equitably adjusted.

6.4.3 If and to the extent that the contract time initially established in any construction contract documents is exceeded or extended through no fault of ARCHITECT, 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 ARCHITECT 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 ARCHITECT of dispute and request clarification and/or remedial action. After any dispute has been settled, ARCHITECT 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 ARCHITECT's compensation for Additional Services and Reimbursable Expenses pertaining to the PROJECT shall be maintained by ARCHITECT 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 Term**

This Agreement is effective as of the date first written above ("Effective Date"). The Agreement shall have an initial term of two (2) years from the Effective Date ("Initial Term"). At OWNER's sole option, OWNER may renew this Agreement for an additional one-year term upon at least thirty (30) days' written notice to ARCHITECT prior to the expiration of the Initial Term.

### **7.2 Termination**

7.2.1 If, through any cause within ARCHITECT's reasonable control, ARCHITECT fails to fulfill in a timely and proper manner its obligations under this Agreement, or if ARCHITECT

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 ARCHITECT of such termination and specifying the date when termination shall be effective. If ARCHITECT cures the defaults set forth in the notice, then it shall be obligated to continue to perform under this Agreement.

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

7.2.2 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, ARCHITECT 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 it shall be obligated to continue to perform under this Agreement.

7.2.3 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 ARCHITECT. If the Agreement is terminated by OWNER as provided herein, ARCHITECT shall be paid for Basic Services and Additional Services actually performed prior to the termination of this Agreement, less any payments previously made.

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

### **7.3 Reuse of Documents**

7.3.1 ARCHITECT hereby assigns to OWNER, without reservation, all copyrights in all PROJECT-related documents, models, photographs, and other expression created by ARCHITECT 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 ARCHITECT is expressly conditioned upon ARCHITECT's obtaining a valid written comprehensive assignment of copyrights from its Consultants (and subcontractors if applicable) and in terms identical to those that obligate ARCHITECT to OWNER as expressed in this Subsection, which copyrights ARCHITECT, in turn, hereby assigns to OWNER. OWNER in return hereby grants ARCHITECT and its Consultants a non-revocable, non-exclusive license to reproduce the documents for purposes relating directly to ARCHITECT's performance of its obligations under this Agreement, use in ARCHITECT's professional activities for ARCHITECT's archival records, and for ARCHITECT's reproduction of drawings and photographs in ARCHITECT's marketing materials.

7.3.2 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 architect or engineer, ARCHITECT shall not be responsible for that misuse or reuse of the Instruments of Service on a project other than the PROJECT contemplated herein.

#### **7.4 Confidentiality**

ARCHITECT 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 ARCHITECT from establishing a claim or defense in an adjudicatory proceeding. ARCHITECT 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 ARCHITECT shall keep such information confidential. ARCHITECT shall require of its Consultants and subcontractors similar agreements to maintain the confidentiality of information required to remain confidential by this Agreement.

#### **7.5 Insurance**

At ARCHITECT's sole expense, ARCHITECT 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 all operations involved in this Agreement.
  - \$2,000,000 General Aggregate
  - \$2,000,000 Products/Completed Operations Aggregate
  - \$1,000,000 Each Occurrence
  - \$1,000,000 Personal and Advertising Injury Limit
  
- C. **COMMERCIAL AUTOMOBILE LIABILITY**
  - \$1,000,000 Combined Single Limit - Any Auto
  
- D. **PROFESSIONAL LIABILITY**
  - \$1,000,000 Per Claim

ARCHITECT 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. ARCHITECT'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, ARCHITECT shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. ARCHITECT shall have no right of recovery or subrogation against OWNER (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.
- E. OWNER shall have no liability with respect to ARCHITECT's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of ARCHITECT.
- F. Notwithstanding the notification requirements of the Insurer, ARCHITECT 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. 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: Facilities  
Contract #: \_\_\_\_\_
- H. Insurance procured by ARCHITECT shall not reduce nor limit ARCHITECT'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.

- I. Certificate Holder shall be listed as follows:

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

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

## **7.6 Controlling Law**

7.6.1 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.

7.6.2 By its signature on this Agreement, ARCHITECT 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.

## **7.7 Dispute Resolution**

7.7.1 OWNER, as a North Carolina local government, shall use the dispute resolution process adopted by the State Building Commission pursuant to G.S. 143-135.26(11). This dispute resolution process will be available to all parties involved in the PROJECT, if the PROJECT is a building construction project, including OWNER, ARCHITECT, any contractor, and the first-tier and lower-tier subcontractors of a contractor and shall be available for any issues arising out of the construction process, provided that the amount in controversy is \$15,000 or more. ARCHITECT shall make this process available to its Consultants and subcontractors, when applicable, by inclusion of this provision in its Consultant and subcontractor agreements. OWNER and ARCHITECT agree that they shall submit any and all unsettled claims or counterclaims, disputes, or other matters in question between them arising out of or relating to the Agreement or the breach thereof in which the amount in controversy is at least \$15,000 to mediation in accordance with said rules.

7.7.2 The parties understand and agree that mediation in accordance with this Subsection 7.7 shall be a condition precedent to institution of any legal or equitable proceeding seeking monetary recovery based on any dispute that is subject to mediation pursuant to this Section.

7.7.3 The parties agree that if there is no resolution of a dispute pursuant to this Subsection 7.7, the next step in the dispute resolution process, and the binding method of dispute resolution, shall be litigation in a court of competent jurisdiction.



7.7.4 The following disputes are not subject to mediation under this Subsection 7.7: (i) a dispute seeking a non-monetary recovery; (ii) a dispute seeking a monetary recovery less than \$15,000, and (iii) a dispute not involving the construction of a building.

## **7.8 Successors and Assigns**

7.8.1 OWNER and ARCHITECT hereby bind their respective partners, successors, executors, administrators, legal representatives and, to the extent permitted by Subsection 7.8.2. below, their assigns, to the terms, conditions and covenants of this Agreement.

7.8.2 Neither OWNER nor ARCHITECT 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.

7.8.3 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 ARCHITECT from employing Consultants and subcontractors as ARCHITECT 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 ARCHITECT.

7.8.4 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 ARCHITECT, and all duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of OWNER and ARCHITECT and not for the benefit of any other party.

## **7.9 Equal Employment and Nondiscrimination**

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

## **7.10 Indemnification**

ARCHITECT 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 ARCHITECT, its officers, employees, Consultants, subcontractors or agents except to the extent the same are caused by the negligence or willful misconduct of OWNER. It is the intent of this

provision to require ARCHITECT to indemnify OWNER to the fullest extent permitted under North Carolina law.

#### **7.11 Owner Not Liable for Special or Consequential Damages**

OWNER shall not be liable to ARCHITECT, its agents, or representatives or any of its Consultants or subcontractors for or on account of any stoppages or delay in the performance of any obligations of OWNER, or any other consequential, indirect, or special damages or lost profits related to this Agreement.

#### **7.12 Relationship of the Parties**

The relationship of the parties established by this Agreement is solely that of independent contractors. Nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners, or otherwise as participants in a joint venture. Neither party nor its agents or employees is the representative of the other for any purpose, and neither party has power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.

#### **7.13 Changes and Modifications**

OWNER and ARCHITECT 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.

#### **7.14 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 ARCHITECT. 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.

#### **7.15 Extent of Agreement**

7.15.1 This Agreement, including all exhibits, and any and all amendments, modifications, and supplements duly executed by OWNER and ARCHITECT 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 ARCHITECT's services. This Agreement shall constitute the entire understanding and agreement of OWNER and ARCHITECT with respect to ARCHITECT's services on the PROJECT.

7.15.2 ARCHITECT 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.

**7.16 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, or by personal delivery as follows:

(a) If to OWNER:

Facilities Director  
500 North Main Street, Suite 500  
Monroe, NC 28112

(b) If to ARCHITECT:

[Contact Person]  
[Address]

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

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

**7.17 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. ARCHITECT shall ensure that ARCHITECT 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 ARCHITECT will be considered a breach of this Agreement, which entitles OWNER to terminate this Agreement, without penalty, upon notice to ARCHITECT.

**7.18 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 ARCHITECT 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. ARCHITECT 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and have 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:

[ARCHITECTURAL FIRM]

\_\_\_\_\_

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 ARCHITECT ON THE PROJECT,” “PERIODS OF SERVICE,” AND “PAYMENTS TO ARCHITECT” 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 [ARCHITECTURAL FIRM] (“ARCHITECT”), dated \_\_\_\_\_, (“the Agreement”). ARCHITECT 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 YEAR IN WHICH THE AGREEMENT IS EXECUTED. FOR EXAMPLE, IF THE AGREEMENT WAS EXECUTED IN 2019, THE FIRST TASK ORDER WOULD BE NUMBER “2019-1,” THE SECOND TASK ORDER WOULD BE NUMBER “2019-2,” ETC.\*\*\***

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

PROJECT NAME:

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF BASIC SERVICES TO BE PERFORMED BY ARCHITECT 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 ARCHITECT:
1. Payment for Basic Services
  2. Payment for Additional Services:

PART 7.0 OTHER:

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

UNION COUNTY,  
NORTH CAROLINA

[ARCHITECTURAL FIRM]

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

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

Name: Brian W. Matthews

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

Title: County Manager

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

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

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