



**Request for Proposals No. 2023-076
On-Call Civil Engineering Services**

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ADDENDUM No. 1

ISSUE DATE: September 15, 2023

Responding Proposers on this project are hereby notified that this Addendum shall be made a part of the above named RFQ document.

The following items add to, modify, and/or clarify the RFQ documents and shall have the full force and effect of the original Documents. This Addendum shall be acknowledged by the Proposers in the RFQ document.

Delete/Add/Replace Section

1. Delete: 7.9 INDEMNIFICATION (Delete in its entirety).

~~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.~~

Replace with: 7.9 INDEMNIFICATION (Revised)

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.

Question/Answer Section

1. Question:

Who won the previous Union County On-Call Civil Engineering Services contracts?

Answer:

McKim and Creed
Shield Engineering
Terracon

2. Question:

Can you provide more detail on what the County envisions in the scope for Property Assessment/Due Diligence and Site Feasibility?

Answer:

The Civil Engineering Firm could be used to provide property assessments services such as, but not limited to:

- A. Highlighting the positive and negative aspects of the property such as:
 - 1. Location
 - 2. Condition
 - 3. Features
 - 4. Value
 - 5. Potential
 - 6. Legal status
 - 7. Financial situation
- B. Evaluate the property's potential advantages, disadvantages, risks, and opportunities.

The Civil Engineering Firm could be used to provide site feasibility study to indicate whether the proposed scope of a project will work given the existing geotechnical circumstances and to assess and recommend steps to get started and reassess if problems are indicated.

3. Question:

Are there any utility design tasks anticipated under this contract?

Answer:

Depending on the project scope utility design services may be required.

4. Question:

If you could also please provide more detail on the scope for Topographical Engineering.

Answer:

Topographical Engineering services may be needed to describe and/or provide a map representing the features of an area and its physical shape.

5. Question:

The RFQ document has indemnity language that is inconsistent with the sample agreement and also seems to violate NC rules. We are asking for clarity regarding the indemnity requirements and whether, in light of N.C. Gen. Stat. § 22B-1, the County would consider revising the RFQ to make the indemnity consistent with the sample agreement.

Answer:

The Indemnification Section 7.9 has been revised per this Addendum.