



Request for Qualifications No. 2024-043

Architectural and Engineering Services for Design and Construction Administration – Union County Jail Project

Due Date: November 30, 2023
Time: 10:00 AM Local Time
Receipt Location: Electronic Submittal
Union County Government Center
Procurement Department
500 N. Main Street, Suite 709

Non-Mandatory Pre-Submittal Conference

Date: November 8, 2023
Time: 10:00 AM Local Time
Location: Union County Sheriff's Office
Eddie Cathey Community Room
3370 Presson Road
Monroe, NC 28112

Procurement Contact:

Vicky Watts, CLGPO
Senior Procurement Specialist
704.283.3601
vicky.watts@unioncountync.gov

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1 NOTICE OF ADVERTISEMENT

Union County, North Carolina Request for Qualifications No. 2024-043

Architectural and Engineering Services for Design and Construction Administration – Union County Jail Project

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 Local Time on November 30, 2023**. Late submittals will not be accepted.

Union County, North Carolina, through Facilities Management, is seeking SOQs from qualified Architectural or Engineering (A/E) firms interested in providing design and construction administration services for the Union County Jail project, 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.

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:


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/departments/bids-procurement/current-bids>
2. Download the Solicitation Documents from the State of North Carolina eVP website:
<https://evp.nc.gov/solicitations/> (Search County of Union)

A Non-Mandatory, Pre-Submittal Conference will be held on **November 08, 2023, at 10:00 AM Local Time** at the Union County Sheriff's Office, Eddie Cathey Community Room, 3370 Presson Road, Monroe, NC 28112. Representatives from the Union County Facilities Management and Sheriff's Office will be on hand to give a brief overview of the project and to answer questions. Attendance at this meeting is strongly encouraged.

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.

--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 **10:00 AM Local Time on November 30, 2023**, per the instructions below. Any submittals received after this date and time shall be rejected without exception.

2.2 SUBMISSION REQUIREMENTS

The Statement of Qualifications must be submitted electronically using the following link: <https://portal.unioncountync.gov/Forms/procurementsubmit>. 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. A delivery notification email, from LF-Forms@co.union.nc.us, will be sent 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 and/or email 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. Union County reserves the right to award to multiple vendors. Union County reserves the right to cancel this RFQ.

2.3 NON-MANDATORY PRE-SUBMITTAL CONFERENCE

A Non-Mandatory, Pre-Submittal Conference will be held on **November 08, 2023, at 10:00 AM Local Time** at the Union County Sheriff's Office, Eddie Cathey Community Room, 3370 Presson Road, Monroe, NC 28112. Representatives from the Union County Facilities Management and Sheriff's Office will be on hand to give a brief overview of the project and to answer questions. Attendance at this meeting is strongly encouraged.

2.4 SUBMITTAL QUESTIONS

Submittal questions will be due on or before **5:00 PM Local Time on November 10, 2023**. The primary purpose is to provide participating Offerors with the opportunity to ask questions, in writing, related to the RFQ.

Submit questions by e-mail to **Vicky Watts** at 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 the Union County and the North Carolina eVP websites. Links are available on the advertisement page.



2.5 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.

2.6 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. Contact with the Union County Board of County Commissioners or other County employees is not permitted and may be grounds for disqualification.

3 INTRODUCTION

3.1 PURPOSE

Union County, through Facilities Management, is seeking SOQs from qualified Architectural and/or Engineering (A/E) firms to provide design and construction administration services for the Union County Jail project, a new facility intended to replace the existing jail facility, provide updated core support spaces and an increase in the total number of inmate beds.


3.2 COUNTY

The County (estimated population 254,070) is located in the central, southern piedmont of North Carolina. 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 BACKGROUND

The Union County Jail Project is a capital improvement intended to address several issues with the current facility. Those include the need to replace an aging and deteriorating existing jail facility, increase the total bed count to address current and future demand, and to provide facilities in compliance with current jail building and operational codes.

The project is included in the County's Capital Improvement Plan. The County intends to deliver the project using the Construction Manager at Risk method which will require the selected design



team to have extensive experience working with Construction Managers in a teaming environment.

5 PROJECT DESCRIPTION AND SCOPE OF SERVICES

The project description and scope of services includes but is not limited to:


The project may be constructed on the site of the existing Union County Jail or another site yet to be determined. Current planning efforts have identified the need for a facility that may include a bed count of up to 600 beds and approximately 185,000 gross square feet. The facility will also include core jail operations and support spaces aligned with the bed count, as well as current and future program improvements. The non-housing components of the program may include sally port and intake areas, video and in-person visitation, laundry, kitchen and meal preparation, inmate health services, magistrate office functions, training and conference spaces, staff fitness room, staff offices and various storage components.

The design team will be responsible for the evaluation of the existing site and other sites as part of the initial planning and programming phase. This evaluation will examine the program adjacency requirements of the new facility with other Sheriff's Office functions, constructability, environmental issues and concerns, site security and circulation, and cost efficiencies of each proposed site.

The initial planning phase is intended to include the verification and update of programming requirements identified during prior planning efforts, program massing and diagramming, site analysis and selection assistance, conceptual site layouts, building type analysis and project cost estimating. The County intends to immediately move from the initial planning design services to full building design with no pause or delay. The County may contract design services for each design phase separately. The design team may be required to design an early site package or other early trade packages that will allow the most effective overall project scheduling and completion.

Union County expects the selected firm and/or team of consultants to have expertise in jail and confinement facility design and demonstratable experience in the design of county, municipal and regional jail facilities. The designer should have extensive knowledge and experience in all applicable building codes, zoning requirements and North Carolina rules and statutes governing jail operations and construction including but not limited to 10A NCAC 14J.

The selected firm will provide complete architectural and engineering services for the design of the new Union County Jail facility as described in the Project Background and Description. The Architect/Engineer shall provide traditional basic architectural and engineering services including civil, structural, mechanical, plumbing, fire protection and electrical engineering services and other authorized special services. Other special services may include interior design, landscape design, kitchen design and programming, audio/visual systems, and electronic/physical security systems that are appropriate to the project. The contracted services will include full and complete design services including site evaluation and planning, building program identification and verification,



special early trade bidding packages, schematic design, design development, construction documents including project specifications and project manual, cost estimating at each design phase, bidding services as needed, construction administration/supervision/quality control, and project close out.

Union County intends to deliver the project using the Construction Manager at Risk (CMAR) delivery method. The selected design firm will be responsible for collaboration and coordination with the CMAR firm during all phases of the design and construction. This coordination may include, but not be limited to, charrettes and general meetings to determine constructability, budget reconciliation and project value decision making. The designer and CMAR contracts will be separately let and managed by Union County.

6 DETAILED SUBMITTAL REQUIREMENTS AND INSTRUCTIONS

6.1 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.

6.2 STATEMENT OF QUALIFICATIONS 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 Section 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 30 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.

The submittal should be organized into the following sections:

- **Section A** – Cover Letter
- **Section B** – Firm Background and Experience
- **Section C** – Project Team
- **Section D** – Project Experience
- **Section E** – Project Management and Quality Control
- **Section F** – Project Approach and Methodology
- **Section G** – Required Forms
 - Appendix A – SOQ Submission Form
 - Appendix B – Addenda Receipt and Anti-Collusion

Omissions and incomplete answers may be deemed unresponsive.

6.2.1 SECTION A – COVER LETTER

The cover letter shall briefly introduce your firm, principal in charge, and area(s) of experience in which your firm is seeking consideration. Also include the following;

- Expression of firm's interest in the work;
- Statement of whether firm is on register with the Secretary of State;

- Prequalification with the NCDOT for relevant discipline codes, as defined by the firm.
- Statement regarding firm's possible conflict(s) of interest for the work.
- 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.
- 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.”


6.2.2 SECTION B – FIRM BACKGROUND AND EXPERIENCE

- Provide a representative summary of the firm's specialized experience and/or expertise as it relates to providing the services outlined in this solicitation.
- Reference an overview related to its history, overall size, and experience with developing conceptual designs and cost estimates for similar projects.
- State whether the firm has been sued or had a claim filed against it for defective design or errors and omissions 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.

6.2.3 SECTION C – PROJECT TEAM

Provide a detailed organization chart that presents an adequately staffed 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 for up to ten (10) projects for each team member, including the projects listed under the Project Experience section below in which 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 each employee has worked with their current firm.
- Available time, in percent, that each team member may commit to these services.

- 
- Current work load and municipal projects awarded.
 - Familiarity with the area where this project is to be located.
 - 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.

6.2.4 SECTION D – PROJECT EXPERIENCE

Provide a minimum of five (5) representative projects, similar in scope, that your firm has completed. Include the following information for each project:

- Owner’s name and title;
- Owner’s contact person name, address, telephone number, and email address;
- Title and description of the project;
- Date of project and in what capacity the firm worked.
- Description of the services provided;
- Engineer’s estimate of probable cost versus actual cost;
- Estimated construction schedule versus actual completion;
- Change order history including reasons for any increase or decrease to the contract cost and duration.

6.2.5 SECTION E – PROJECT MANAGEMENT AND QUALITY CONTROL

Provide a brief description of the checklist, 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, risk, and stakeholders within prescribed constraints and change management.

6.2.6 SECTION F – PROJECT APPROACH AND METHODOLOGY

Discuss your firm’s approach to this project including the team and consultants. Why should Union County select your firm for these services?

6.2.7 SECTION G – REQUIRED FORMS

Submittals must include the following documents:

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



7 EVALUATION CRITERIA AND SELECTION PROCESS

7.1 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. 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.

7.2 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 with the respect to the evaluation criteria set forth in the RFQ as follows on the next page:

RFQ Evaluation Criteria	Weights
Project Experience <i>Specialized or appropriate project experience;</i> <i>Past performance on similar projects;</i> <i>Understanding of specific needs for this project; and</i> <i>Record of successfully completed projects without major legal or technical difficulties.</i>	45%
Project Team and Availability of Resources <i>Qualified staff and proposed consultant team for the project;</i> <i>Current workload and availability to support the project;</i> <i>Familiarity with the area where the project is located; and</i> <i>Administration capabilities.</i>	35%
Project Management and Quality Control <i>Project management with respect to project goals, communication, and cost/schedule control; and</i> <i>Ability to address project challenges in a timely and definitive manner.</i>	10%
Project Approach <i>Proposed approach for the project including team and consultants.</i>	10%

The initial evaluation criteria/factors and relative weights listed below will be used to recommend selection of the Proposed Offeror or for the purpose of selecting Short-Listed Offerors. The County may choose to award without engaging in interview discussions.


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:

RFQ Interview Evaluation Criteria	Weights
Project Team and Availability of Resources; Project Experience; and Project Management, Approach, and Quality Control.	60%
Quality and Relevance of Interview as it Relates to the Scope of the RFQ.	40%

7.3 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 that 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.

8 GENERAL CONDITIONS AND REQUIREMENTS

8.1 TERMS OF CONTRACT

Union County has the right to reject any or all submittals, to engage in further negotiations with any Company submitting an SOQ, 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.

8.2 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 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.

8.3 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.

8.4 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.

8.5 DRUG-FREE WORKPLACE

During the performance of this Request, the Firm agrees to provide a drug-free workplace for his employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the Firm maintains a drug-free workplace.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor/firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Request.

8.6 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.

8.7 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.

8.8 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.

8.9 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

J. 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

J. 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
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D. PROFESSIONAL LIABILITY

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

\$1,000,000	Claims Made
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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

- J. 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.

8.10 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.

“Intentionally Left Blank”



9 APPENDIX A – SOQ SUBMISSION FORM

RFQ 2024-043 Architectural and Engineering Services for Design and Construction Administration – Union County Jail Project

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. 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: _____

10 APPENDIX B – ADDENDUM AND ANTI-COLLUSION

RFQ 2024-043 Architectural and Engineering Services for Design and Construction Administration – Union County Jail Project

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 the [Union County Website](#) and/or the [NC eVP Website](#). 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: _____



11 APPENDIX C – TEMPLATE DESIGN CONTRACT

RFQ 2024-043 Architectural and Engineering Services for Design and Construction Administration – Union County Jail Project

Do Not Submit with SOQ

AIA Document B133-2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, as modified by Owner.