



Request for Qualifications No. 2024-029

Union County 2024 Critical Intersection Analysis Design and Cost Estimate Study

Due Date: April 3, 2024
Time: 10:00 AM Local Time
Receipt Location: Electronic Submission
Union County Government Center
Procurement Department
500 N. Main Street, Suite 709

Non-Mandatory Pre-Submittal Conference

Date: March 12, 2024
Time: 10:00 AM Local Time
Location: Virtual – Link Provided in Section 2.3

Procurement Contact:

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1 NOTICE OF ADVERTISEMENT

Union County, North Carolina Request for Qualifications No. 2024-029

Union County 2024 Critical Intersection Analysis Design and Cost Estimate Study

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 EST on April 3, 2024**. Late submittals will not be accepted.

Union County, North Carolina, through the Planning Department, is seeking SOQs from qualified firms to develop conceptual designs and cost estimates for six (6) intersections, 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 follows the Uniform Administrative Requirements (UG), Cost Principals, and Audit Requirements for Federal awards (2 C.F.R. Part 200). Contracts resulting from this solicitation may be funded with federal grant funds which have been procured in a manner that is in compliance with all applicable Federal laws, policies, and standards as well as state law and local policies.

This solicitation may be examined at the Union County Government Center, Procurement Department, 500 North Main Street, Suite 709, Monroe, NC 28112, Monday through Friday between the hours of 8:00 am and 5:00 pm. Copies of the solicitation may be obtained from the locations listed below:

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 Virtual Conference will be held on **March 12, 2024, at 10:00 AM Local Time**. Representatives from the Union County Planning Department 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 April 3, 2024** 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 VIRTUAL NON-MANDATORY PRE-SUBMITTAL CONFERENCE

A Non-Mandatory, Pre-Submittal Conference will be held on **March 12, 2024, at 10:00 AM Local Time**. Representatives from the Union County Planning Department will be on hand to give a brief overview of the project and to answer questions. Attendance at this meeting is strongly encouraged.

Please join from your computer, tablet or smartphone.

<https://meet.goto.com/642829925>

You can also dial in using your phone.

Access Code: 642-829-925


United States: [+1 \(646\) 749-3122](tel:+16467493122)

Get the app now and be ready when your first meeting starts:

<https://meet.goto.com/install>

2.4 SUBMITTAL QUESTIONS

Submittal questions will be due on or before **5:00 PM Local Time on March 20, 2024**. The primary purpose is to provide participating Offerors with the opportunity to ask



questions, in writing, related to the RFQ. The County may respond with an addendum within three (3) calendar days.

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 www.unioncountync.gov and www.ips.state.nc.us.

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, other municipalities, CRPTO, and/or the State is not permitted and may be grounds for disqualification.

3 INTRODUCTION

3.1 PURPOSE


Union County, North Carolina, through the Planning Department, is seeking SOQs from qualified firms to develop conceptual designs and cost estimates for six (6) intersections, as outlined in this solicitation.

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.

3.3 NOTICE OF FEDERAL FUNDING

The County must comply with the Uniform Administrative Requirements, Cost Principles,



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

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

4 SCOPE OF WORK

Union County, North Carolina, through the Planning Department, is seeking SOQs from qualified consulting firms or teams to develop up to two (2) conceptual designs and cost estimates for six (6) intersections throughout Union County. The intersections are:

1. Rogers and Wesley Chapel in Indian Trail
2. Joe Kerr and Marvin in Marvin
3. Stacy Howie and Waxhaw-Marvin in Marvin
4. Waxhaw-Indian Trail and Billy Howey in Wesley Chapel
5. Johnson and Franklin in Monroe
6. NC 218 and Indian Trail-Fairview in Fairview

Union County reserves the right to replace an intersection with another from the Critical Intersection Analysis intersections if one of the six is funded before work begins on this study. These intersections were identified in 2016, 2019 and 2023 through a partnership between the county, municipalities, and NCDOT. These intersections have a combination of safety and congestion issues that require physical modifications to the existing roadways. This study will involve a traffic engineering and safety analysis of each intersection to develop two alternate designs per location.

A cost estimate will also be developed for each study, including sufficient detail to break out costs for NCDOT administration, 100% designs, ROW, utilities, permitting, administration, and construction. The total cost estimate will include contingencies described in the CRTPO Discretionary Grant Funding program. The locally preferred individual intersection conceptual designs and cost estimates will be used for grant applications through the Charlotte Regional Transportation Planning Organization (CRTPO) and NCDOT.

4.1 NCDOT DISCIPLINE CODES

The study will utilize one or more of the following NCDOT discipline codes. Please provide an explanation of how these disciplines would or would not be needed to complete the work described.

1. 251: Project Level Traffic Forecasting
2. 026: Capacity Analysis – Level 1
3. 207: Signal Design
4. 210: Signal System Timing
5. 458: Crash Analysis
6. 309: Traffic Data Collection
7. 192: ROW Appraisals

- 
8. 270: Utility Coordination
 9. 337: Estimating

4.2 CRITICAL INTERSECTION ANALYSIS

Union County will serve as the client for contractual purposes. Union County and participating municipalities, as well as the CRTPO and NCDOT, shall form an advisory committee to evaluate the designs and cost estimates in order to agree on a preferred design. The Union County Planning Department will serve as the facilitator for the overall process, although the participating members shall have equal input on project decisions.

4.3 DATA COLLECTION

The Consultant will conduct peak hour (AM and PM) weekday traffic counts for the intersection locations as well as request 5-year crash data from NCDOT, if such information is not already available.

4.4 CONCEPT DESIGNS

The Consultant will conduct a traffic operation analysis (using SYNCHRO or SIDRA software, as appropriate) to identify LOS, V/C ratios, emissions (PM and NOX), and safety and delay benefits for recommended improvements at each location. The Consultant will conduct a safety analysis of crashes to identify frequency, type and causal factors for each location. A technical memorandum will be developed to summarize the operational and safety analysis for each design.


The Consultant will develop two sketch level design concepts for each intersection. The advisory committee will provide direction to the Consultant for priorities in design concepts and feedback on designs. Recommendations for each intersection will have its own mapping developed to describe geometric, pavement/signing, and other recommendations for improving traffic and safety conditions.

The end product for each intersection will be a scaled map and short write up of the proposed improvements, which are at a sketch level identifying likely right-of-way, utility, and environmental impacts on implementation and cost. Each preferred design per intersection will be represented by an approximate 15% design level of detail. Design elements will highlight horizontal features including proposed laneage; access management; cross-access and connectivity; modal provisions; and streetscape and intersection treatments. Cost estimates will incorporate guidance from CRTPO through their locally administered projects application process.

4.5 STAKEHOLDER OUTREACH AND COORDINATION

The Union County Planning Department will organize and coordinate kickoff and advisory committee activities, as well as in-person public outreach sessions. The consultant will attend one client kickoff meeting, up to six advisory committee meetings, and up to two public outreach sessions throughout the course of the study.

The kickoff meeting will be scheduled at the outset of the project with the client to discuss project schedule, scope, stakeholder outreach and deliverables. The six advisory committee meetings will be conducted to evaluate intersection issues, design alternatives, and site constraints.



Up to two in-person public outreach sessions will be conducted, although these may be replaced with up to six individual intersection-specific virtual meetings. These sessions shall be similar in format and serve to present designs to the public early enough in the process to allow for revisions based on feedback. Union County will coordinate and advertise the sessions, with the Consultant responsible for developing meeting materials and having staff present at each meeting.

4.6 CRITICAL INTERSECTION ANALYSIS WORKBOOK

The Consultant will develop a Study Workbook to summarize the purpose, process, traffic/safety analysis, findings and recommendations for the intersections. This document will be descriptive, graphically friendly and easy to read for NCDOT/Union County/municipal staff, the development community as well as for the general public. Cost estimates for design, construction as well as right-of-way impacts will be included in the documentation.

4.7 PROJECT SCHEDULE

Union County, its municipalities, and the NCDOT intend to use the results of this process to guide funding applications for projects. From notice to proceed, the draft report should be ready for presentation to the relevant governing boards within eight months. The time necessary to complete the adoption process with affected local governments is conservatively estimated at two months. Final report preparation and administrative closeout shall be concurrent with the adoption process, for a total schedule of 10 months.

4.8 ADDITIONAL INFORMATION

The Union County Planning Department's presentation of [Union County 2023 Critical Intersection Analysis](#) is located at this [link](#).

4.9 ADOPTION PROCESS


The study recommendations will be presented to the governing boards of Union County and participating municipalities for approval of project recommendations within their areas of responsibility. The consultant will be available to present at up to four (4) meetings. The NCDOT Division 10 representative will provide feedback and consider acceptance of the study recommendations.

NOTE: Responding firms are not required to submit project specific scope information nor price. However, firms may review CRTPO funding approvals to determine total budget to consider in submittal. 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 applicable federal guidelines and NC G.S. 143-64.31, Union 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 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 page 5, 2.2. The SOQ should be prepared as simply as possible and provide a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFQ.

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



The total length of the submittal, including cover letter, should be no more than 25 single-sided pages. Submittals should be on 8 ½" x 11" paper with an 11-point minimum text size.

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.

5.2.1 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.”



5.2.2 SECTION B – FIRM BACKGROUND AND EXPERIENCE

- Provide a general description of the capabilities of your firm, including an overview related to its history, overall size, and experience with developing conceptual designs and cost estimates for intersection and similar projects.
- Experience with working with NCDOT.
- Experience with visualization and community meetings.
- 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.

5.2.3 SECTION C – PROJECT TEAM

Provide a detailed organization chart that presents and 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 five (5) 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 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.
- 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 EXPERIENCE

Provide a minimum of five (5) corridor and/or roadway planning projects similar in scope that your firm has completed in the past five (5) years. 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.

5.2.5 SECTION E – PROJECT MANAGEMENT AND QUALITY CONTROL

Provide a brief description of the QA/QC 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.

5.2.6 SECTION F – PROJECT APPROACH AND METHODOLOGY

Discuss your firm's approach to this project and include the following:

- Firm's general approach with preparing intersection design and cost estimation studies.
- Firm's basic approach with accessing all elements of information associated with an intersection analysis study.
- "Why should Union County select your firm for these services?"

5.2.7 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)

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. 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 the respect to the evaluation criteria set forth in the RFQ as follows:

SOQ Evaluation Criteria	Weights
Experience of Firm, Quality and Innovation	10%
Project Team <i>Qualified staff and proposed consultant team for the project;</i> <i>Current workload and availability to support the project; and</i> <i>Familiarity with the area where the project is located.</i>	30%
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>	40%
Project Management, Approach, and Quality Control <i>Project management with respect to project foals, communication, and cost/schedule control;</i> <i>Proposed approach for the project: and</i> <i>Ability to address project challenges in a timely and definitive manner.</i>	20%

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:

SOQ Interview Evaluation Criteria	Weights
Project Team and Availability of Resources; Project Experience; and Project Management, Approach, and Quality Control.	65%
Quality and Relevance of Interview as it Relates to the Scope of the RFQ	35%

6.3 AWARD PROCEDURE

The County reserves the right to make an award without further discussion of the submittals received. It is understood that any SOQ submitted will become part of the public record.

A submittal may be rejected if it is incomplete. Union County may reject any or all submittals and may waive any immaterial deviation in a submittal.

The County may accept 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.

7 GENERAL CONDITIONS AND REQUIREMENTS

7.1 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.

Recipients of federal funds must comply with applicable provisions of Federal procurement standards 2 CFR Part 200 in addition to applicable contract clauses required by North Carolina law.

7.2 EXCLUDED PARTIES (DEBARRED AND SUSPENSION)

Title 24 Code of Federal Regulations Part 24 requires that Union County not enter into contract with any agency, corporation, partnership, or other legal entity that has been



debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from Participating in transactions involving Federal funds. All firms are required to certify that neither you nor your principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in programs funded by a Federal agency. Further, all firms must certify that you will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 24 Code of Federal Regulations Part 24.

7.3 CONTRACTUAL OBLIGATIONS

The contents of this submittal and the commitments set forth in the selected SOQ shall be considered contractual obligations if a contract ensues. Failure to accept these obligations may result in cancellation of the award. All legally required terms and conditions shall be incorporated into final contract agreements with the selected Provider(s).

All payroll taxes, liability and worker's compensation are the sole responsibility of the Proposer. The Proposer understands that an employer/employee relationship does not exist under this contract.

7.4 TEMPLATE MASTER AGREEMENT

Union County's Template Agreement, located in Appendix C, will serve as a basis for the contract with the selected firm.

7.5 MINORITY BUSINESSES (MBE) OR DISADVANTAGED BUSINESSES (DBE)


It is the policy of Union County that Minority Businesses (MBEs), Women businesses (WBEs), Disadvantaged Business Enterprises (DBEs) and other small businesses shall have the opportunity to compete fairly in contracts financed in whole or in part with public funds. Consistent with this policy, Union County will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any contract because of sex, race, religion, or national origin.

7.6 EQUAL EMPLOYMENT OPPORTUNITY

All Firms will be required to follow Federal Equal Employment Opportunity (EEO) policies. Union County will affirmatively assure that on any project constructed pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

7.7 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.

7.8 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.

7.9 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.

7.10 NONDISCRIMINATION

Pursuant to Section 109 of the Housing and Community Development Act of 1974, no person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.

7.11 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.

7.12 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”



8 APPENDIX A – SOQ SUBMISSION FORM

RFQ 2024-029 Union County 2024 Critical Intersection Analysis Design and Cost Estimate Study

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: _____



9 APPENDIX B – ADDENDUM AND ANTI-COLLUSION

RFQ 2024-029 Union County 2024 Critical Intersection Analysis Design and Cost Estimate Study

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: _____



10 APPENDIX C – TEMPLATE AGREEMENT

**RFQ 2024-029 Union County 2024 Critical Intersection Analysis Design
and Cost Estimate Study**

Do Not Submit with SOQ

---Informational Purposes Only---

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF UNION

THIS AGREEMENT is made and entered into as of _____, by and between UNION COUNTY, a political subdivision of the State of North Carolina, whose address is 500 N. Main Street, Monroe, NC 28112, hereinafter "Union," and _____, a _____, whose address is _____, hereinafter "Contractor."

WHEREAS, Union desires that Contractor perform certain services related to critical intersection design and cost estimation; and

WHEREAS, Contractor is willing to perform such services as described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do each contract and agree with the other as follows:

1. SERVICES PERFORMED. Contractor agrees to perform services in accordance with, and as further described in (i) Union's Request for Qualifications _____ (the "RFQ"), (ii) Contractor's Statement of Qualifications (the "SOQ"), and (iii) _____ (the "Fee Estimate"), which are each attached and incorporated herein by reference (hereinafter the "Services"), to the extent they do not conflict with the terms and provisions of this agreement document. The contract documents shall be comprised of this agreement document (pages _____); the RFQ; the SOQ; and the Fee Estimate; collectively referred to herein as the "Agreement." In the event of any conflict among the contract documents, the Fee Estimate shall govern over the SOQ, the RFQ shall govern over the Fee Estimate and SOQ, and this agreement document (pages _____) shall govern over the RFQ, the Fee Estimate, and the SOQ. In performing the Services, the Contractor shall comply with all applicable federal, state, and local laws.

2. FEE AND PAYMENT SCHEDULE. Union shall pay Contractor up to _____ Dollars (\$ _____) for performance of the Services in accordance with the Fee Estimate. Contractor shall invoice Union monthly for Services performed and completed during preceding month. Payment is due within thirty (30) days of receipt of an accurate invoice by Union's Finance Division. Notwithstanding anything herein to the contrary, the amount expended pursuant to this Agreement shall not exceed _____ Dollars (\$ _____).

3. WORK SCHEDULE. Contractor shall complete all of the Services described in Section 1 herein by _____.

4. TERM AND TERMINATION. The Effective Date is the date of mutual execution of this Agreement. This Agreement shall have a term through _____. Union may terminate this Agreement at any time, with cause (violation or breach of Agreement terms) or without cause, by notification to Contractor in writing. In the event of such termination, Contractor shall be paid for services performed to the date of notification of termination by Union.

5. OWNERSHIP OF DOCUMENTS. All deliverables and any other contract documents prepared by Contractor, or any subcontractors or subconsultants under the terms of this Agreement (“the Documents”), shall be the property of Union. Contractor further acknowledges that Union is subject to Chapter 132 of the North Carolina General Statutes, the Public Records Act (the “Act”), and that this Agreement, as well as any of the Documents as defined herein, shall be a public record as defined in such Act, and as such, will be open to public disclosure and copying.

6. RETENTION OF DOCUMENTS. Contractor shall maintain all books, documents, papers, accounting records, and other information pertaining to costs incurred related to the Services for a period of three (3) years from the date of final payment from Union to Contractor under this Agreement and make such materials available at its offices at all reasonable times during the Agreement and such three (3) years period from the date of final payment for inspection and audit by Union or any State or federal funding agency which provided funding to Union for payments under this Agreement.

7. BASIC INSURANCE REQUIREMENTS. 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.

A. **WORKERS’ COMPENSATION**

Statutory 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
\$5,000	Medical Expense Limit

C. **COMMERCIAL AUTOMOBILE LIABILITY**

\$1,000,000	Combined Single Limit - Any Auto
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D. **PROFESSIONAL LIABILITY**

\$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.

8. 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 RESPECT TO THE GENERAL LIABILITY INSURANCE POLICY.

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: Planning
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.

9. INDEMNIFICATION. Contractor agrees to indemnify and hold Union, 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 Contractor, its officers, employees, subconsultants, subcontractors or agents except to the extent the same are caused by the negligence or willful misconduct of Union. It is the intent of this provision to require Contractor to indemnify Union to the fullest extent permitted under North Carolina law.

10. DECLARATION BY CONTRACTOR. Contractor declares that Contractor has complied with all federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the work to be performed under this Agreement.

11. FEDERAL, STATE, AND LOCAL TAXES. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by Union on behalf of Contractor or the employees of Contractor. Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

12. NOTICE TO CONTRACTOR REGARDING ITS TAX DUTIES AND LIABILITIES. Contractor understands that Contractor is responsible to pay, according to law, Contractor's income tax. If Contractor is not a corporation, Contractor further understands that Contractor may be liable for self-employment (social security) tax, to be paid by Contractor according to law.

13. FRINGE BENEFITS. Because Contractor is engaged in Contractor's own independently established business, Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of Union.

14. UNION NOT RESPONSIBLE FOR WORKERS' COMPENSATION. No workers' compensation insurance shall be obtained by Union concerning Contractor or the employees of Contractor. Contractor shall comply with the workers' compensation law concerning Contractor and the employees of Contractor.

15. NO AUTHORITY TO BIND UNION. Contractor has no authority to enter into contracts or agreements on behalf of Union. This Agreement does not create a partnership or any form of agency between the parties.

16. ASSIGNMENT. Neither Union nor Contractor 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. Unless specifically stated to the contrary in any written consent to assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

17. NON-WAIVER. The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

18. HOW NOTICES SHALL BE GIVEN. Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

19. APPLICABLE LAW AND JURISDICTION. 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.

20. COMPLETE AGREEMENT. This Agreement contains the complete agreement of the parties regarding the terms and conditions of the Agreement, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Agreement may be modified only by written instrument duly executed by both parties or their respective successors in interest.

21. SEVERABILITY. The provisions hereof are severable, and should any provision be determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, the other provisions shall remain in full force and effect and shall not thereby be affected unless such ruling shall make further performance hereunder impossible or impose an unconscionable burden upon one of the parties.

22. AUTHORITY. Each party warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. Each party further warrants that the execution, delivery and performance by it of the Agreement has been duly authorized and approved by all requisite action of the party's management and appropriate governing body.

23. FEDERAL FUNDS. The funding source of this Agreement includes federal funds, thus the following federal provisions apply and the Contractor agrees to comply with such terms, if applicable pursuant to 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II: Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) ; the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.323); Prohibition on Certain Telecommunications and Video Surveillance Services or

Equipment (2 CFR § 200.216); Domestic Preferences for Procurements (2 CFR § 200.322); Never Contract with the Enemy (2 CFR Part 183); Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms (2 CFR § 200.321); and Record Retention Requirements (2 CFR §§ 200.334 – 200.338)

24. 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. Contractor shall ensure that Contractor and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Contractor will be considered a breach of this Agreement, which entitles Union to terminate this Agreement, without penalty, upon notice to Contractor.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed.

WITNESS:

UNION COUNTY

BY: _____
Lynn G. West, Clerk to the Board

BY: _____
Brian W. Matthews, County Manager

DATE: _____

WITNESS:

BY: _____

BY: _____

PRINTED NAME: _____

DATE: _____