



Request for Qualifications No. 2024-081

Union County 2024 Limited Area East Fork Twelve Mile Creek Flood Analysis Design and Cost Estimate Study

Due Date: August 22, 2024
Time: 2:00 PM Local Time
Receipt Location: Electronic Submittal
Union County Government Center
Procurement Department
500 N. Main Street, Suite 709

Non-Mandatory Pre-Submittal Conference

Date: August 8, 2024
Time: 10:30 AM Local Time
Location: Provided in Section 2.3 page 4

Procurement Contact:

Michael High MPA, CLGPO
Procurement Specialist
704-283-3519
michael.high@unioncountync.gov

Contents

1	Notice of Advertisement.....	2
2	Submittal Details.....	4
2.1	SUBMISSION DEADLINE.....	4
2.2	SUBMISSION REQUIREMENTS	4
2.3	NON-MANDATORY PRE-SUBMITTAL CONFERENCE.....	4
2.4	SUBMITTAL QUESTIONS	5
2.5	ADDENDA.....	5
2.6	COMMUNICATION.....	5
3	Introduction	5
3.1	PURPOSE	5
3.2	COUNTY	5
4	Scope of Work.....	6
4.1	DATA COLLECTION	7
4.2	PROJECT SCHEDULE	7
5	Detailed Submittal Requirements and Instructions.....	7
5.1	TERMS OF SUBMISSION.....	7
5.2	STATEMENT OF QUALIFICATIONS FORMAT.....	8
5.2.1	<i>Section A – Cover Letter.....</i>	<i>9</i>
5.2.2	<i>Section B – Firm Background and Experience</i>	<i>9</i>
5.2.3	<i>Section C – Project Team</i>	<i>9</i>
5.2.4	<i>Section D – Project Experience</i>	<i>10</i>
5.2.5	<i>Section E – Project Management and Quality Control.....</i>	<i>10</i>
5.2.6	<i>Section F – Project Approach and Methodology.....</i>	<i>10</i>
5.2.7	<i>Section F – Required Forms</i>	<i>11</i>
6	Evaluation Criteria and Selection Process.....	11
6.1	SELECTION PARTICIPANTS.....	11
6.2	EVALUATION SELECTION PROCESS	11
6.3	AWARD PROCEDURE	12
7	General Conditions and Requirements.....	13
7.1	TERMS OF CONTRACT.....	13
7.2	EXCLUDED PARTIES (DEBARRED AND SUSPENSION)	13
7.3	CONTRACTUAL OBLIGATIONS	13
7.4	TEMPLATE MASTER AGREEMENT	14
7.5	MINORITY BUSINESSES (MBE) OR DISADVANTAGED BUSINESSES (DBE)	14
7.6	EQUAL EMPLOYMENT OPPORTUNITY	14
7.7	DRUG-FREE WORKPLACE	14
7.8	EXPENSES OF FIRM	14
7.9	E-VERIFY	15
7.10	INSURANCE	15
7.11	INDEMNIFICATION	17
8	Appendix A – SOQ Submission Form	18
9	Appendix B – Addendum and Anti-Collusion	19
10	Appendix C – Watershed Exhibit	20
11	Appendix D – Template Contract	23

1 NOTICE OF ADVERTISEMENT

Union County, North Carolina Request for Qualifications No. 2024-081

Limited Area East Fork Twelve Mile Creek Flood 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 **2:00 PM Local Time on August 22, 2024**. Late submittals will not be accepted.

Union County, North Carolina, through the Planning Department, and in conjunction with the Village of Wesley Chapel and the Town of Indian Trail, is seeking SOQs from qualified firms to analyze flooding concerns and provide conceptual designs and cost estimates to prevent and/or alleviate flooding issues through two areas of the East Fork Twelve Mile Creek Watershed, 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 **August 8, 2024, at 10:30 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 **2:00 PM Local Time on August 22, 2024** per the instructions below. Any submittals received after this date and time shall be rejected without exception.

2.2 SUBMISSION REQUIREMENTS

The SOQ must be submitted electronically by using the following link: <https://portal.unioncountync.gov/Forms/procurementsubmit>. The submittal, one complete document, must be signed by a person who is authorized to bind the proposing Company. Instructions for preparing the SOQ are provided herein. Select the Solicitation drop down arrow and choose this RFQ from the list. Complete the form, upload the SOQ as one complete document and select submit. The maximum size accepted is 20 MB. An email response will be sent to the address entered on the form as your confirmation of receipt.

The SOQ **must be signed** by a person who is authorized to bind the proposing Respondent. Instructions for preparing the SOQ are provided herein. **Paper submissions will not be accepted. Submissions e-mailed directly to the Procurement Contact will not be accepted.**

There is no expressed or implied obligation for Union County to reimburse Respondents for any expenses incurred in preparing a response to this request.

Union County reserves the right to reject any or all submittals, to waive technicalities and to make such selection deemed in its best interest, to award to multiple Respondents, and to cancel this RFQ.

2.3 NON-MANDATORY PRE-SUBMITTAL CONFERENCE

A Non-Mandatory Pre-Submittal Conference will be held on **August 8, 2024 at 10:30 AM** at the following location.

Union County Government Center
500 N. Main Street
H.R. Training Room (1st Floor)
Monroe, NC 28112

Union County Planning Department staff and Procurement representatives will be present to give a brief overview of the project.



2.4 SUBMITTAL QUESTIONS

Submittal questions will be due on or before **2:00 PM Local Time on August 12, 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 **Michael High** at michael.high@unioncountync.gov 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 / or the State of North Carolina Electronic Vendor Portal: <https://evp.nc.gov>.

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 evaluate flooding concerns in two areas of the East Fork Twelve Mile Creek watershed, and to develop conceptual solutions and cost estimates for those areas to alleviate flooding during storm events of frequencies greater than the 100-yr storm.

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 SCOPE OF WORK

Union County, North Carolina, through the Planning Department, in conjunction with the Town of Indian Trail and the Village of Wesley Chapel, is seeking SOQs from qualified firms to evaluate flooding concerns in two areas of the East Fork Twelvemile Creek watershed, and to develop conceptual solutions and cost estimates for those areas to alleviate flooding during storm events of frequencies greater than the 100-yr storm. These areas are:

1. The East Fork Twelvemile Creek Tributary 4 from its start to its confluence with the East Fork Twelvemile Creek, with a detailed evaluations of:
 - a. The pond on the north side of Rogers Rd approximately 750 feet east of the intersection of Wesley Chapel Rd and Rogers Rd, and the unnamed stream between the pond and the headwater of the East Fork Twelvemile Creek Tributary 4, and
 - b. The detention pond at the Taylor Glenn subdivision adjacent to Wesley Chapel Rd and the unnamed stream between the pond and its confluence with the East Fork Twelvemile Creek Tributary 4.

2. The Molly Branch from its start to its confluence with the East Fork Twelvemile Creek.

These areas have been identified by the Union County Commissioners as needing additional information to determine the potential for a solution to reduce the flood hazard of the properties adjacent to these waterways during storm events of higher frequency than the 100-yr storm. In the case of Twelvemile Creek Tributary 4 and the Molly Branch, the existing FEMA flood study must be validated by evaluating and verifying the hydrology data used to determine flow rates in the model. New flood studies of the unnamed streams described in 1a and 1b above will be necessary to understand the current flood risk of the properties adjacent to those streams. Additionally, the studies of both watershed areas will account for the operation of all known detention systems in each watershed. Both analyses will be expanded to include studies of the 2, 5, 10, 25, 50 and 100-yr storms.

Based on the results of the analyses, proposed solutions will be created and evaluated to reduce the flood risk of the two watersheds to a level that prevents flooding of any roadway or insurable structure within the watershed for storm events up to the 100-yr storm. Based on preliminary evaluations, the County reserves the right to change the goal of preventing flooding of any roadway to a more frequent (or lower intensity) event if it is presumed that the 100-yr storm is unattainable.

An approximate cost estimate will also be developed for each study, including sufficient detail to break out costs for recommended designs, ROW or easement acquisition, utilities, permitting, administration, and construction.

The Union County Planning Department will organize and coordinate kickoff and advisory committee activities. The consultant will attend one client kickoff meeting, and up to six advisory committee meetings. The meetings may be conducted remotely.



4.1 DATA COLLECTION

The Consultant may need to collect survey data of one or both unnamed streams in order to perform a flood study since studies for these streams do not currently exist. Publicly available LIDAR data may be used to establish stream geography, although field run survey data may be necessary if actual field conditions deviate from the LIDAR data.

4.2 PROJECT SCHEDULE

Union County and its municipalities intend to use the results of this process to guide its elected officials in their decisions to fund corrective measures. From notice to proceed, the draft report should be ready for presentation to the relevant governing boards within four months.


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. 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 4, 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 25 single-sided pages. Submittals should be on 8 1/2" 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;
- 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 similar projects.
- 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) Flood Analysis Design and Cost Estimates 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 flood analysis and cost estimation studies.
- Firm's basic approach with accessing all elements of information associated with a flood analysis design and cost estimate including involvement in or coordination of public meetings.
- "Why should Union County select your firm for these services?"

5.2.7 SECTION F – REQUIRED FORMS

Submittals must include the following documents:

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

6 EVALUATION CRITERIA AND SELECTION PROCESS

6.1 SELECTION PARTICIPANTS

1. Maintaining the integrity of the RFQ process is of paramount importance for the County. To this end, do not contact any member of the Union County Board of Commissioners, or any member of the Union County staff regarding the subject matter of this RFQ until a selection is made, other than the County’s designated contact person identified in the introduction to this RFQ. Failure to abide by this requirement shall be grounds for disqualification from this selection process.
2. The Owner will establish an RFQ Evaluation Team to review and evaluate the submittals independently in accordance with the published evaluation criteria.
3. Union County reserves the right to conduct interviews with a shortlist of selected respondents.
4. At its sole discretion, the Owner may ask written questions of Offerors, seek written clarification, and conduct discussions with Offerors on the submittals.
5. 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
Firm Background and Experience	10%
Project Team	20%
Project Experience	30%
Project Management, Approach, and Quality Control	20%
Project Approach and Methodology	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 D, 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 EXPENSES 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 INSURANCE

One or more of the following insurance limits may be required if it is applicable to the project. The County reserves the right to require additional insurance depending on the nature of the agreement.

At Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

A. WORKERS' COMPENSATION

Statutory (coverage for three or more employees) limits covering all employees, including Employer's Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY

(for any agreement unless otherwise waived by the Risk Manager)
Covering Ongoing and Completed Operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

(for any agreement involving the use of a contractor vehicle while conducting services associated with the agreement)

\$1,000,000	Combined Single Limit - Any Auto
-------------	----------------------------------

D. PROFESSIONAL LIABILITY

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

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

ADDITIONAL INSURANCE REQUIREMENTS

- A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:


UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street # 130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:

Department: _____
Contract #: _____

- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for



claims made or suits brought which result from or are in connection with the performance of this Agreement.

I. Certificate Holder shall be listed as follows:

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

J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

7.11 INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

“Intentionally Left Blank”



8 APPENDIX A – SOQ SUBMISSION FORM

RFQ 2024-081 Union County 2024 Limited Area East Fork Twelve Mile Creek Flood 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 2024-081 Union County 2024 Limited Area East Fork Twelve Mile Creek Flood 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: _____

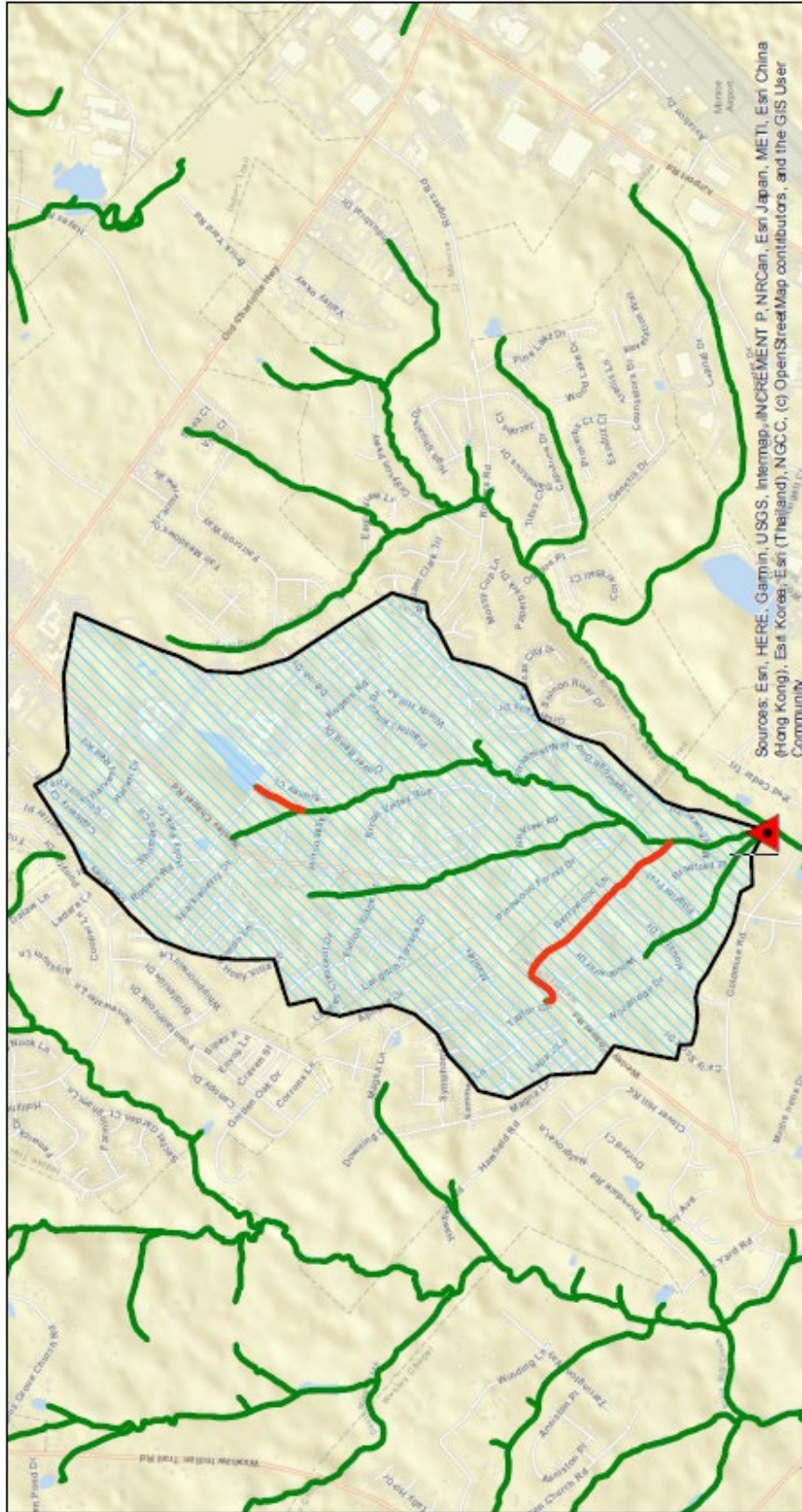
Signature: _____

Date: _____



10 APPENDIX C – WATERSHED EXHIBIT

Exhibit 1
Watershed Analysis of
East Fork Twelve Mile Creek Tributary 4



Legend

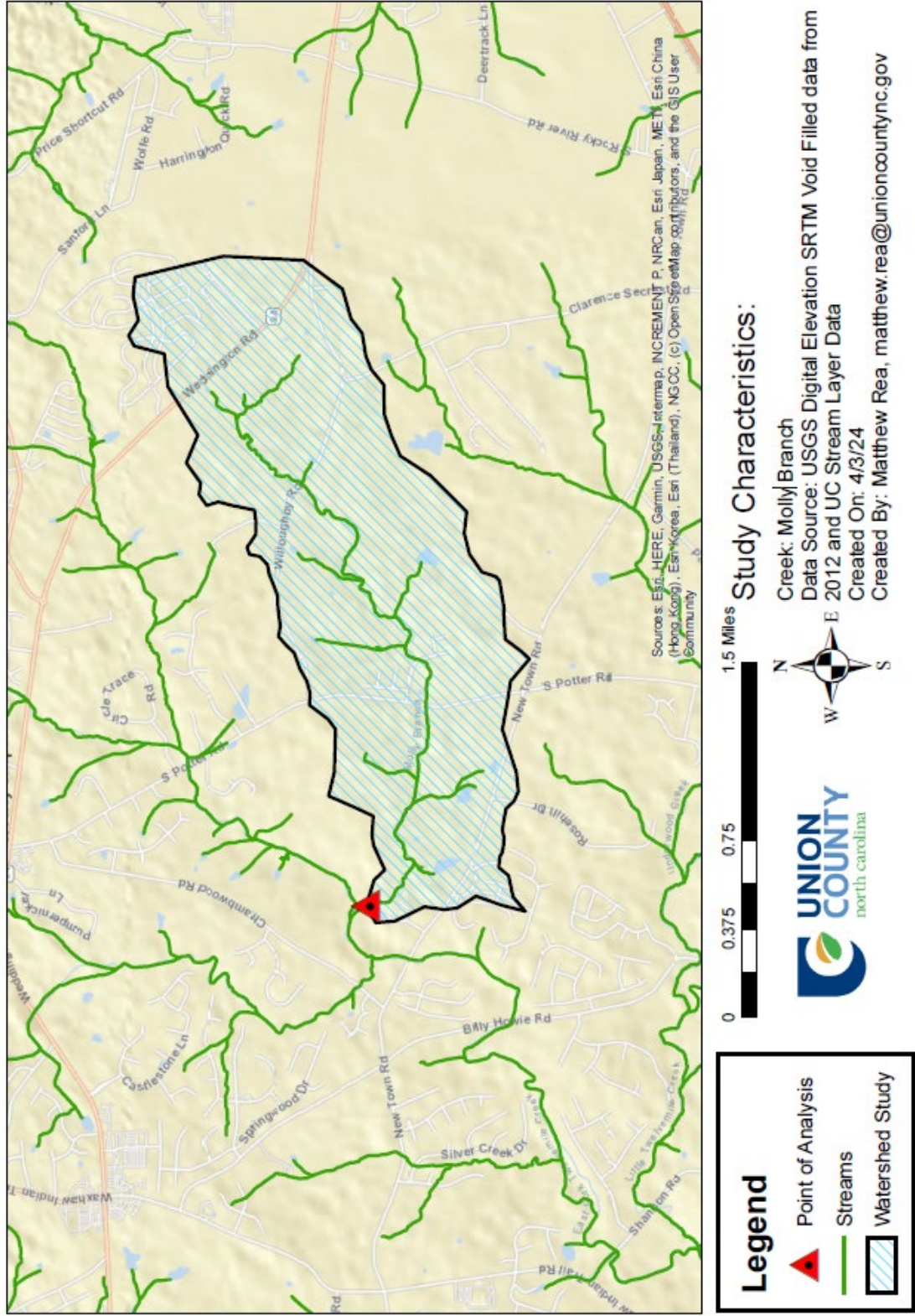
- Point of Analysis
- Unnamed Streams to be Studied
- Streams
- Watershed Study

0 0.25 0.5 1 Miles

UNION COUNTY
north carolina

Study Characteristics:
 Creek: East Fork Twelve Mile Creek Tributary 4
 Data Source: USGS Digital Elevation SRTM Void Filled data from 2012 and UC Stream Layer Data
 Created On: 4/3/24
 Created By: Matthew Rea, matthew.rea@unioncountync.gov

Exhibit 2
Watershed Analysis of Molly Branch





11 APPENDIX D – TEMPLATE CONTRACT

Informational Purposes Only - Do not submit with proposal.



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

DATE: _____

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

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

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

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

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

SECTION 1 - PROJECT TASK ORDER

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

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

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

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

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

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

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

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

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

SECTION 2 - BASIC SERVICES

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

2.1 General.

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

SECTION 3 - ADDITIONAL SERVICES

3.1 General

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

SECTION 4 - OWNER'S RESPONSIBILITIES

OWNER shall perform the following:

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

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

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

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

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

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

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

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

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

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

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

SECTION 5 - PERIODS OF SERVICE

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

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

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

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

SECTION 6 - PAYMENTS TO ENGINEER

6.1 Methods of Payment for Services and Expenses of ENGINEER

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

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

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

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

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

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

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

6.2 Amount of Compensation for Services.

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

6.3 Intervals of Payments

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

6.4 Other Provisions Concerning Payments


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

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

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

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

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



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

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Termination

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

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

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

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

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

7.2 Reuse of Documents

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

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

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

7.3 Confidentiality

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

7.4 Insurance

At ENGINEER's sole expense, ENGINEER shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

A. **WORKERS' COMPENSATION**

Statutory (coverage for three or more employees) limits covering all employees, including Employer's Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

B. **COMMERCIAL GENERAL LIABILITY**

Covering Ongoing and Completed Operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit

- C. COMMERCIAL AUTOMOBILE LIABILITY
\$1,000,000 Combined Single Limit - Any Auto
- D. PROFESSIONAL LIABILITY
\$1,000,000 Per Claim

ENGINEER shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

ADDITIONAL INSURANCE REQUIREMENTS

- A. ENGINEER’s General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY INSURANCE POLICY.
- B. Before commencement of any work or event, ENGINEER shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. ENGINEER shall have no right of recovery or subrogation against Union County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- D. OWNER shall have no liability with respect to ENGINEER’s personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of ENGINEER.
- E. Notwithstanding the notification requirements of the Insurer, ENGINEER hereby agrees to notify OWNER’s Risk Manager at 500 North Main Street, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. OWNER, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- F. The Certificate of Insurance should note in the Description of Operations the following:

Department: Public Works
Contract #: _____

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

H. Certificate Holder shall be listed as follows:

Union County
Attention: Risk Manager
500 North Main Street
Monroe, NC 28112

I. If ENGINEER is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, ENGINEER shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

7.5 Controlling Law

7.5.1 This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. The parties to this agreement confer exclusive jurisdiction of all disputes arising hereunder upon the General Courts of Justice of Union County, North Carolina.

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

7.6 Successors and Assigns

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

7.6.2 Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.

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

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

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

7.7 Equal Employment and Nondiscrimination

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

7.8 Indemnification

ENGINEER agrees to protect, indemnify, and hold OWNER, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are proximately caused by the negligence or intentional misconduct of ENGINEER, its officers, employees, subcontractors or agents, except to the extent the same are caused by the negligence or willful misconduct of OWNER.

7.9 Changes and Modifications

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

7.10 Severability and Waiver

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

7.11 Extent of Agreement

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

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

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

7.12 Notice and Service Thereof.

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

- (a) If to OWNER:

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

- (b) If to ENGINEER:

[Contact Person]
[Address]

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

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

7.13 E-Verify.

E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. ENGINEER shall ensure that ENGINEER and any Consultant or subcontractor performing work under this Agreement:

(i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by ENGINEER will be considered a breach of this Agreement, which entitles OWNER to terminate this Agreement, without penalty, upon notice to ENGINEER.

7.14 Iran Divestment Act.

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

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

WITNESS:

UNION COUNTY

By: _____
Lynn West
Clerk to the Board

By: _____ (SEAL)
Brian W. Matthews
County Manager

WITNESS:

[ENGINEERING FIRM]

By: _____

By: _____ (SEAL)

Approved As To Legal Form _____

APPENDIX

Exhibit A

Sample

TASK ORDER

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

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

TASK ORDER NUMBER: _____

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

RELATED RFQ NUMBER: _____

Last Updated: 02.06.24



PROJECT NAME: _____

PART 1.0 PROJECT DESCRIPTION:

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

PART 3.0 ADDITIONAL SERVICES, NOT PART OF BASIC SERVICES:

PART 4.0 OWNER'S RESPONSIBILITIES:

PART 5.0 PERIODS OF SERVICE:

PART 6.0 PAYMENTS TO ENGINEER:

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

PART 7.0 OTHER:

This Task Order is executed this _____.

UNION COUNTY,
NORTH CAROLINA

[ENGINEERING FIRM]

By: _____

By: _____

Name: Brian W. Matthews

Name: _____

Title: County Manager

Title: _____

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

Address: _____
