



**Request for Qualifications No. 2024-081
Union County 2024 Limited Area East Fork Twelve
Mile Creek Flood Analysis Design and Cost Estimate
Study**

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ADDENDUM No. 3

ISSUE DATE: August 19, 2024

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

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

Delete / Add / Replace Section

1. **Section 2.2 Submission Requirements (line 6)**

Delete:

~~The maximum size accepted is 20 MB.~~

Replace with:

The maximum size accepted is 30 MB.

2. **Section 5.2 Statement of Qualifications Format (3rd paragraph)**

Delete:

~~The total length of the submittal, including cover letter, should be no more than 25 single-sided pages.~~

Replace with:

The total length of the submittal, including cover letter, should be no more than 50 single-sided pages.

3. **Section 7.11 Indemnification**

Delete in its entirety:

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

Replace with:

Contractor agrees to protect, 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 proximately caused by the negligence or intentional misconduct of Contractor, its officers, employees, subcontractors or agents, except to the extent the same are caused by the negligence or willful misconduct of Contractor.

Question / Answer Section

1. Question:

Clause 7.11 Indemnification – As currently written, this indemnity poses critical insurability issues as it's not tied solely to the consultant's negligence and the obligation to defend is an upfront out-of-pocket liability that would require the consultant to pay County defense costs prior to any negligence being established on its part. Therefore, is the County amenable to revising this clause to read as follows to ensure there are no potential claims for which there would be no available insurance coverage?

“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 ~~third-party~~ 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 extent caused by 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.~~”

Answer:

Section 7.1 Indemnification has been revised per this addendum. Your clause will not be accepted.

2. Question:

Should any requested revisions to “Appendix D Template Contract” be included with our proposal or will that be open for negotiations with the selected consultant upon award?

Answer:

Applicable negotiations will occur with the top company.

3. Question:

In Section D- Project Experience, there is a bullet about estimated construction schedule versus actual completion, is this a full scope schedule (initial due diligence/analysis/permitting, etc.) or strictly a construction schedule once permits were received?

Answer:

The estimated construction schedule should consider for construction only, after permits were received, versus when construction actually took place.

4. Question:

At the Pre-Proposal meeting, it was mentioned that public engagement would likely be primarily through the Storm Water Advisory Committee and sounded like the Consultant would not have a significant role. However, the RFQ specifically asks for visualization and community meetings to be mentioned. Can you clarify this task/role for the Consultant and how it should be addressed by the Consultants in the SOQ?

Answer:

We do not anticipate any significant public engagement at this phase of the project. Once specific measures are evaluated and considered for implementation based on the analysis of existing conditions, we may engage the public for comments regarding the solution(s). The “advisory committee” referenced in the Scope of Work will be made up of County and Municipal employees meant to ensure the project sufficiently addresses the needs of the County and Municipal Officials.

5. **Question:**

Can the submittal date be postponed to account for the extended question and response time?

Answer:

No, we won't be extending the submittal deadline.

6. **Question:**

What is the budget for this project?

Answer:

It is not available at this time.

7. **Question:**

Does the County have survey or inventory data on all of the major existing culverts on the study reaches?

Answer:

No, the County does not have this data, however a majority of it may be available through the NCDOT.

8. **Question:**

Does the County have existing or planned land cover data (e.g. impervious coverages)?

Answer:

The County has existing land cover data from 2020.

END OF ADDENDUM #3

Non-Mandatory Pre-Proposal Meeting
 RFP 2024-081 Limited Area East Fork Twelve Mile Creek
 Flood Analysis Design and Cost Estimate Study Sign-in Sheet
 Union County Government Center
 500 N. Main St.
 HR Training Center
 Monroe, NC 28112
 August 13, 2024 at 11:00 AM



Attendance List

| Name | Company Name | Email | Phone Number |
|-----------------|------------------|---------------------------|----------------------|
| DAVID CORNELIUS | AECOM | DAVID.CORNELIUS@AECOM.COM | 704-779-9042 |
| JASON HETRICK | McCormick TAZLON | jmhctrick@mtmail.biz | 443-619-8868 Cell |
| Cory Anderson | Stantec | cory.anderson@stantec.com | 757-810-3978 |
| JOE KELLY | STANTEC | joe.kelly@stantec.com | 941-809-1410 |
| Bonnie Fisher | Labella | bfisher@labella-pc.com | 704 941 2132 |

| Name | Company Name | Email | Phone Number |
|----------------|-------------------------|--|--------------|
| Andy Breix | Seamon Whiteside | abreix@seamonwhiteside.com | 252-489-9203 |
| Chris Kennedy | FROESE AND NICHOLS, INC | CHRIS.KENNEDY@ FR ROESE.COM @ FROESE | 336-302-7680 |
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| Name | Company Name | Email | Phone Number |
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