

**NEW HANOVER COUNTY
ENGINEERING DEPARTMENT
REQUEST FOR QUALIFICATIONS**

**MASON INLET RELOCATION PROJECT
SHORELINE MAPPING AND EVALUATION**

RFQ # 18-0017



**NEW HANOVER COUNTY
230 GOVERNMENT CENTER DRIVE
WILMINGTON NC 28403.**

A. SOLICITATION OF QUALIFICATIONS

New Hanover County (NHC) invites North Carolina (NC) licensed and experienced engineers and accompanying NC licensed and experienced surveyors to submit qualifications for inlet complex mapping and evaluation of the Mason Inlet Relocation Project (MIRP). The MIRP currently has a robust survey mapping component that includes Mason Inlet, Mason Creek, the associated Atlantic Intracoastal Waterway (AIWW) crossing, the associated Banks Channel reach, the northern oceanfront shoreline of Wrightsville Beach, the southern oceanfront shoreline of Figure 8 Island, the adjacent inlet shoulders and deltas.

NHC currently holds a NC Division of Coastal Management (NCDCM) Major Permit and a US Army Corps of Engineers (USACE) Individual Permit for Mason Inlet's location management. Mason Inlet is maintained within an engineered corridor approximately 3,000 feet north of the Shell Island Resort (SIR). The RFQ's successful company/team will also be asked to provide any engineering, environmental, contracting and construction management necessary to maintain the MIRP's ongoing function. Inlet relocation events average a return period of approximately three years and the clearing of the AIWW crossing occurs approximately every two years. This RFQ's successful company/team will also be asked to support data integration with that of the ongoing but separate Wrightsville Beach coastal storm damage reduction (CSDR) project's annual surveying efforts.

Please refer to the attached figure in Section L for the MIRP's general delineation.

Project description and applicable information are as follows.

In the spring of 2002 and on behalf of the Mason Inlet Preservation Group (MIPG), NHC relocated Mason Inlet. The MIRP re-aligned the Mason Inlet complex within an historical corridor from the AIWW through Mason Creek to the Atlantic Ocean. The project's primary goal consists of maintaining healthy inlet shoulders while protecting adjacent coastal infrastructure threatened by the inlet's migration. The inlet system's dredged material (sand) removed during maintenance events is beneficially reused along 10,000 linear feet of either or both adjacent oceanfront shorelines. NHC conducts monitoring efforts during the spring and fall of each year assessing reach migration and shoaling throughout the inlet complex. The annual monitoring includes the collection of aerial photography coupled with hydrographic and topographic surveys. The data collected provides the necessary information for delineating changes in the inlet complex and for evaluating the need of a relocation event during an ensuing environmental window (16 November – 31 March).

The annual topographic surveys (transects) will incorporate the primary dune features, beach berms and intertidal areas including both inlet and creek shoulders. The hydrographic surveys will incorporate the intertidal, subtidal, nearshore, associated creeks, deltas, shoulders and AIWW reaches defining the MIRP. Rectified color aerial photography will be gathered annually for the entire project area (1"=200') with sufficient horizontal control resulting in 100% overlap.

Survey accuracy and reproducibility must ensure seamless transitions between topographic and hydrographic survey lines. NHC may request the survey data in multiple formats such as but not limited to ASCII (xyz), Excel (xyz), Shapefile (GIS), and ISRP (BMAP) allowing multiple program compatibility. Comprehensive metadata must be provided in a format compatible with NHC's geographic information system (GIS) database. All surveys must be approved and sealed by an authorized expert licensed by the North Carolina Board of Examiners for Engineers and Land Surveyors. Each profiles' data points must be reproducible and repeatable supporting third party evaluations, such as but not limited to, a Federal Emergency

Management Agency (FEMA) assessment in the event of a federally declared storm event.

A quality assurance/quality control (QA/QC) process is required to ensure accurate transition between topographic and hydrographic data for each profile including previous survey comparisons. Each company/team must describe specific QA/QC procedures, such as but not limited to, event specific site calibrations from National Geodetic Survey benchmarks and survey analyses incorporating site specific environmental/physical factors. Hydrographic echo-sounding data must be rectified for water conditions, tides, vessel motion and sounding speeds. All data (topographic and hydrographic) must follow and reference standard survey methods and protocols.

Comprehensive surveys will be conducted in the March/April timeframe resulting in annual data sets and a summary report. The survey data will be used to compute inlet complex geomorphic and volumetric changes. The NHC project manager will coordinate the annual reports inclusive of all necessary tables, graphs, photos, narratives and appendices needed to precisely demonstrate and describe the inlet complex volumes, movements and any ascertainable reach specific trends. Annual survey reports (all inclusive) will be provided in late July and will be submitted in hard copy and on external media (CD, DVD and/or Flash Drives).

Primary project goals are:

- a. Meet the spirit and intent of the federal and state regulatory requirements found in North Carolina Division of Coastal Management (NCDCM) Permit #151-01, the US Army Corps of Engineers (USACE) Permit #199901052, the North Carolina Division of Water Quality (NCDWQ) 401 Water Quality Certification, No. 3274 (Permit #000008) and the US Fish and Wildlife Service's (USFWS) Biological Opinion dated 21 May 2015;
- b. Develop a mapping and reporting program congruent and compatible with previous MIRP survey and reporting efforts. Where applicable, meet FEMA guidelines for maintaining engineered coastal infrastructure;
- c. Continue oceanfront, inlet shoulder, delta, creek and AIWW crossing profile mapping and monitoring;
- d. Evaluate, determine and document volumetric gains and losses by shorelines, shoulders, deltas and channel reaches;
- e. Survey habitat acreages based on elevation and location parameters from the bathymetric and topographic survey data and/or aerial photography. Changes in the acreage of (supra-, inter- and sub-tidal) habitats will be tabulated for the period between the MIRP's prior, current and original habitat template (NCDCM, Project Sheet 7) and
- f. Provide engineering, environmental, contract and construction services for needed maintenance events.

B. INTERPRETATIONS AND CLARIFICATIONS

Requests for information or clarifications must be emailed to lbedsole@nhcgov.com no later than 15 working days from the RFQ posting date.

The answers to questions submitted that require a response will be available to all firms via email or if necessary in the form of an addendum on the New Hanover County Purchasing and Bidding page: <http://www.nhcgov.com/business-nhc.bids/>.

C. SUBMITTAL OF QUALIFICATIONS

All qualification packages will be mailed or hand delivered to the New Hanover County Engineering Department, attention Layton Bedsole, Shore Protection Coordinator at 230 Government Center Drive, Suite 160, Wilmington NC 28403.

Qualification packages will be accepted at this address until **3:00 PM 1 September 2017**. Qualifications received after this time will not be accepted. NHC will not be responsible for mail delivery delays. Qualifications will be submitted in a sealed envelope, bearing the proponent's company/team name, and plainly marked; "Qualifications for MIRP Shoreline Mapping and Evaluation." Qualifications will be subject to acceptance by NHC as submitted within sixty (60) days from the receipt deadline.

D. COMPLIANCE WITH RFQ REQUIREMENTS

Unless the qualification clearly states otherwise, NHC will assume that all conditions and requirements listed in this RFQ will be met by the qualification package. The proponent shall clearly list every specific condition or requirement that will not be met by the qualification package and either declare an exception or describe how the proponent will meet the intent of the RFQ by other means.

E. QUALIFICATION EVALUATION AND AWARD

NHC will consider and evaluate each package by the following elements.

- (1) Professional qualifications of firm(s) and staff proposed for the inlet complex assessment and evaluation efforts as well as contract/construction capabilities including plans, specifications, cost estimates, record drawings, and contract/construction management on similar projects. (30%)

Please provide:

- Team/project organizational charts;
- Staff roles in assessments and evaluations;
- Recent NHC coastal infrastructure experience and
- Active professional registrations in North Carolina.

- (2) Recent project experience demonstrating the technical competence of proposed team members to evaluate, assess and manage inlet complex features. Each example listed should indicate key staff members involved. (30%)

Teams will also be evaluated upon:

- Specific knowledge of similar inlet complex features and design practices;
- Specific knowledge of inlet applicable federal and state laws, regulations, codes, and permits;
- Past experience that reflects innovative and creative design approaches and
- Past experience with federal and state coastal regulating agencies.

- (3) Capacity of the proposed team to meet survey, assessment and construction schedules. (15%)

- (4) Past performance from the above referenced project experiences in terms of the following: (10%)

- Cost control techniques employed by the proposed team's Project Manager;
- Quality of work as demonstrated by the history of design related change orders issued during construction;
- Demonstrated long term business relationships and repeat business and
- Demonstrated compliance with performance schedules from the above referenced project experiences.

- (5) The acceptability of each team's internal quality control programs will be evaluated to ensure technical accuracy and multi-discipline coordination. (15%)

NHC may request a presentation identifying company/team qualifications, key staff, relevant experience and proposed approach; however, the RFQ package is the primary decision document. The proponents shall be prepared to attend an interview as part of NHC's evaluation of the packages submitted. In addition, the proponent shall be prepared to provide document examples created for similar projects. The proponent shall bear all costs associated with preparing for and attending such an interview and presentation. Failure to attend, if requested, will disqualify the company/team from being selected for this project.

NHC reserves the right to negotiate and accept any forth coming proposal, to reject any or all forth coming proposals and to offer to accept any forth coming proposal subject to the deletion of any item or group of items of work from a scope of work. However, in such a case, a scope of work and fees proposed by NHC are subject to the agreement of the proponent.

NHC shall issue the successful company/team a Notice of Selection (NOS) accompanied by all attachments. With the NOS, the company/team's package and documentation of all agreed variations from either the RFQ and/or the developed scope of work shall constitute the entire contract and is to be interpreted, construed and given effect in all respects according to the laws of North Carolina.

F. INSURANCE REQUIREMENTS

The contractor's Workers Compensation and Employers Liability Insurance will cover all the contractor's employees to be engaged in the work under this contract. The contractor will provide the required statutory benefits under North Carolina Workers Compensation Law and employers liability insurance providing limits in the amount of \$5,000,000/5,000,000/5,000,000 applicable to claims due to bodily injury by accident or disease.

The contractor's Commercial General Liability will include coverage for independent contractor operations, contractual liability assumed under the provisions of this contract, products/completed operations liability and broad form property damage liability insurance coverage. The policy shall provide liability limits in the amount of \$5,000,000 per occurrence combined single limits, applicable to claims due to bodily injury and/or property damage. New Hanover County shall be named as an additional insured under this policy.

The contractor's Automobile Liability Insurance will cover all owned, non-owned and hired vehicles; providing liability limits in the amount of \$5,000,000 per occurrence combined single limits applicable to claims due to bodily injury and/or property damage.

The contractor will be required to take out and maintain Professional Liability Insurance providing liability insurance limits in the amount of \$2,000,000. The Contractor will be required to maintain this coverage for a period of at least two (2) years beyond substantial completion of the contract.

G. INVOICES AND PAYMENT

Invoices shall be submitted to NHC at the address in Article C. Invoices shall be submitted on a monthly basis by the 5th of the month, covering work carried out since the previous invoice. A brief description of work performed within the invoicing period will accompany the invoice. NHC strives to pay all invoices in full within 30 days of the invoice date.

H. COMPLIANCE WITH LAWS

The equipment or services furnished or used on this project shall comply with all applicable federal, state and local laws; codes and regulations. All work performed shall meet OSHA standards.

I. DEFAULT

In the event that any equipment or service provided by the successful company/team under a contract or purchase order should not conform to the requirements or specifications in the contract, NHC may reject such equipment or service. In such an event, NHC shall instruct the company/team to remove any rejected equipment without expense to NHC and to replace it with such equipment conforming to the contractual requirements and/or to provide additional or alternative services that conform to the contractual requirements.

J. QUALIFICATIONS AND EXPERIENCE

At a minimum, the company/team's qualifications and experience shall include the following attributes:

- At least 10 years of coastal shoreline mapping and evaluation experience;
- Knowledge of coastal shoreline and inlet dynamics and responses;
- A thorough knowledge of required inlet complex surveying, testing, procedures, protocols and methods;
- Knowledge and experience with applicable safety codes, environmental regulations, dredging contracts and construction procedures and
- Successful experience working with multi-disciplinary teams, excellent oral and written communications skills.

K. SUBMITTAL REQUIREMENTS

The qualification package shall include the following items:

- A statement of qualifications and experience, as detailed in Article E;
- Resumes of all key staff to be employed on the project;
- Identification of the staff to be assigned to this project;
- A Project Manager having overall project management authority and a Field Supervisor having on-site supervisory authority;
- An outline of your company/team's general approach to undertaking this project, demonstrating an understanding of the project goals and a capability to carry it out successfully;
- References for projects similar in nature and scope completed within the last five (5) years;
- For each referenced project, identify the project name including contact information and describe the scope of work undertaken by your company/team;
- Hourly charge-out rates for key staff to be assigned to the project that will apply to any extra work potentially authorized by NHC and
- Technical information on the process and protocols proposed to be used.

The qualification package shall be signed by an authorized officer whose name and title shall be printed below the signature along with the date of signing. The proponent's company/team name shall be clearly visible on every page of the qualification package by stamp, label, printed header/footer or some other satisfactory means.

K. SCHEDULE

This annual contract would begin in January 2018. Annual draft finals would be due for NHC review no later than June 15 of each year and finals no later than July 15 of the same year. Potential contract extensions (up to five years) are at the full discretion of NHC.

L. FIGURE

Mason Inlet complex by reach.

M. RIGHT TO REJECT

The County reserves the right to reject any and all submittals received in response to this request.



Figure. Mason Inlet complex by reach.

**NORTH CAROLINA
NEW HANOVER COUNTY**

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____ 2017 by and between **NEW HANOVER COUNTY** a political subdivision of the State of North Carolina, hereto referred to "County"; and _____, a _____, hereinafter referred to as "Professional."

WITNESSETH:

That Professional, for the consideration hereinafter fully set out, hereby agrees with County as follows:

1. **Scope of Service.** County shall hire Professional to provide mapping and evaluation for the Mason Inlet Relocation Project to meet federal and state regulatory requirements; develop a mapping and reporting program; continue oceanfront, inlet shoulder, delta, creek and AIWW crossing profile mapping and monitoring; evaluate, determine, and document volumetric gains and losses; survey habitat acreages and provide engineering, environmental, contract, and construction services for needed maintenance events as more specifically described on Exhibit "A" attached hereto and incorporated herein by reference.

2. **Payment.** County hereby agrees to pay for the cost of this Contract an amount not to exceed _____ (\$_____) dollars. Professional shall submit invoices on a monthly basis by the 5th of the month covering work carried out since the previous invoice.

3. **Time of Performance.** Professional shall begin services on your receipt of Notice to Proceed and all services shall be completed by _____.

4. **Extra Services.** County and Professional shall negotiate and agree upon the value of any extra services prior to the issuance of a County Change Order or Renewal/Amendment (CRA) form covering said extra services. Such Change Order or CRA shall set forth the corresponding adjustment, if any, to the Contract Price and Contract Time.

5. **Indemnity.** Professional shall indemnify and hold County, its

officers, officials, agents, and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, for any property damages, personal injuries or death arising out of, relating to, or resulting from the negligence, willful act, or omission of Professional, its agents, employees and subcontractors in the performance of work or services.

6. Independent Contractor. The parties hereto mutually agree that Professional is an independent contractor and not an agent of County. Professional shall not be entitled to any County employment benefits, including, but not limited to, vacation, sick leave, insurance, worker's compensation, or pension and retirement benefits.

7. Minimum Scope and Limits of Insurance

7.1. Commercial General Liability

7.1.1 Professional shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability (CUL) insurance with a total limit of not less than \$5,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.

7.1.2 CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering CGL or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract.

7.1.3 County, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 10 and CG 20 37 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of Professional; products and completed operations of Professional; premises owned, leased or used by Professional; and under the CUL, if any. The coverage shall contain no special limitations on the scope of protection afforded to County, its officers, officials, agents, and employees

7.1.4 Professional's CGL insurance shall be primary as

respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be in excess of and shall not contribute to Professional's insurance.

7.2. Worker's Compensation and Employer's Liability

7.2.1 Professional shall maintain Worker's Compensation as required by the General Statutes of the State of North Carolina and Employer's Liability Insurance.

7.2.2 The Employer's Liability, and if necessary, CUL insurance shall not be less than \$5,000,000 each accident for bodily injury by accident, \$5,000,000 each employee for bodily injury by disease, and \$5,000,000 policy limit.

7.2.3 The insurer shall agree to waive all rights of subrogation against County, its officers, officials, agents, and employees for losses arising from services performed by Professional for County.

7.3. Business Auto Liability

7.3.1 Professional shall maintain Business or Personal Auto Liability and, if necessary, CUL insurance with a limit of not less than \$5,000,000 each accident.

7.3.2 Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos used in performance of services.

7.3.3 Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.

7.3.4 Professional's Business Auto Liability insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be in excess of and shall not contribute to Professional's insurance.

7.4. Professional Liability Insurance

7.4.1 Professional shall maintain in force for the duration of this Contract professional liability or errors and omissions liability insurance appropriate to Professional's profession. Coverage as required in this paragraph shall apply to liability

for a professional error, act, negligence, or omission arising out of the scope of Professional's services as defined in this Contract. Coverage shall be written subject to limits of not less than \$2,000,000 per loss.

7.4.2 If coverage in this Contract is on a claims-made basis, Professional warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract, and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that services under the Contract are complete.

7.5. Deductibles and Self-Insured Retentions

7.5.1 Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, agents, and employees; Professional shall procure a bond guaranteeing payment of deductibles or self-insured retentions.

7.5.2 Professional shall be solely responsible for the payment of all deductibles to which all policies are subject, whether or not County is an insured under the policy.

7.6. Miscellaneous Insurance Provisions

7.6.1 Any failure to comply with reporting provisions of the policies listed in this Contract shall not affect coverage provided to County its officers, officials, agents, and employees.

7.6.2 Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice has been given to County, 230 Government Center Drive #125, Wilmington, NC 28403.

7.6.3 If Professional's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

7.7. Acceptability of Insurers. Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless County has granted a specific exemption.

7.8. Evidence of Insurance

7.8.1 Professional shall furnish County with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the services, and thereafter upon renewal or replacement of each certified coverage until all operations under this Contract are deemed complete.

7.8.2 Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in this Contract.

7.8.3 With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to County with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

7.8. Subcontractors. Professional shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. CGL coverage shall include independent contractors' coverage, and Professional shall be responsible for assuring that all subcontractors are properly insured.

7.9. Conditions

7.9.1. County may, at its discretion and with the approval of Risk Management and the Finance Department, accept letters of credit or custodial accounts in lieu of specific insurance requirements.

7.9.2. Professional shall warrant that the insurance contributing to the satisfaction of insurance requirements in this Contract and shall not be canceled, terminated, or modified by Professional without prior written approval of County.

7.9.3. Professional shall promptly notify the New Hanover County Engineering and New Hanover County Risk Management at (910) 798-7497 of any accidents arising in the course of operations under the Contract causing bodily injury or property damage.

7.9.4. County reserves the right to obtain complete, certified

copies of all required insurance policies.

7.9.5. Failure of County to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Professional's obligation to maintain such insurance.

7.9.6. County does not represent that coverage and limits will be adequate to protect Professional and such coverage and limits shall not be deemed as a limitation of Professional's liability under the indemnities granted to County in this Contract.

7.9.7. If Professional fails to maintain the insurance as set forth herein, County shall have the right to purchase said insurance at Professional's expense. Professional agrees to reimburse County for all expenses incurred for such purchase.

7.9.8. Professional or its agent may apply to County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.

7.9.9. County shall have the right to prohibit Professional or any subcontractor from performing work or services and may withhold payment until required certificates has been received and approved by County.

8. Standard of Care. Professional shall exercise reasonable care and skill as might be expected from similarly situated professionals performing services of the kind required under this Contract at the time and the place where the services are rendered. The staff of and subcontracted professionals engaged by Professional shall possess the experience, knowledge and character necessary to qualify them to perform the particular duties to which they are assigned.

9. Default and Termination. If Professional fails to prosecute the services with such diligence as will insure its completion within the Contract time, or if Professional breaches any one of the terms and conditions contained in this Contract and fails to cure said breach within five (5) days of County mailing Notice of Default, County may terminate this Contract at the expiration of the fifth day after mailing such Notice of Default.

10. **Termination for Convenience.** County may terminate this Contract for convenience at any time and without cause upon thirty (30) days prior written notice. Upon receipt of notice, Professional shall immediately discontinue the services and, if applicable, placing of orders for materials, facilities, and supplies in connection with the performance of this Contract.

11. **Non-appropriation.** All funds for payment by County under this Contract are subject to the availability of all annual appropriation by the Board of Commissioners. In the event of non-appropriation of funds by the Board of Commissioners for the services provided under the Contract, County will terminate the Contract, without termination charge or liability, on the last day of the then-current fiscal year or when the appropriation made for then-current year for the services/items covered by this Contract is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by Professional upon three (3) days prior written notice, but failure to give such notice shall be of no effect and County shall not be obligated under this Contract beyond the date of termination.

12. **Subcontracts.** The Professional shall utilize no subcontractors for performing the services to be performed under this Contract without the prior written approval of the County.

13. **Entire Contract.** This Contract constitutes the entire understanding of the parties.

14. **Binding Effect.** This Contract shall be binding upon the parties hereto, and their heirs, successors, executors, administrators and assigns.

15. **Severability.** If any provision of this Contract is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.

16. **Inclusive Terms.** Use of the masculine herein shall include the feminine and neuter, and the singular shall include the plural.

17. **Governing Law.** All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.

18. **E-Verify Compliance.** Pursuant to S.L. 2015-294, Professional shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. Violation of the provision, unless

timely cured, shall constitute a breach of Contract.

19. Iran Divestment Act of 2015 Compliance Pursuant to N.C.G.S. 147-86.55 et. seq. The Act requires that the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any Professional or subcontractor found on the State Treasurer’s Final Divestment List. Professional certifies that it or its subcontractors are not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-85.60. The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

20. Notices. All notices required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party by mailing of written notice of such change of address, by Certified Mail, Return Receipt Requested:

To County:

New Hanover County Engineering Department
Attention: Jim Iannucci, Director
230 Government Center - Suite 120
Wilmington, North Carolina 28403

To Professional:

21. Assignability. The parties hereto agree that this Contract is not transferable and shall not be assigned by either party without the written consent of the other party to this Contract.

22. Contract Under Seal. The parties hereto expressly agree to create a Contract under seal.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals, the day and year first above written and by authority duly given.

[SEAL]

NEW HANOVER COUNTY

County Manager

ATTEST:

Clerk to the Board

PROFESSIONAL

(SEAL)

Title _____

ATTEST:

Secretary

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Approved as to form:

County Finance Officer

County Attorney

STATE OF NORTH CAROLINA

NEW HANOVER COUNTY

I, _____, a Notary Public of the State and County aforesaid, certify that Kymberleigh G. Crowell acknowledged that she is Clerk to the Board of Commissioners of New Hanover County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its _____ Manager, sealed with its corporate seal and attested by herself as its Clerk.

WITNESS my hand and official seal, this _____ day of _____, 2017.

Notary Public

My commission expires: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public of the State and County aforesaid, certify that _____, came before me this day and acknowledged that (s)he is President of _____, a _____, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name as its President, and sealed with its corporate seal.

WITNESS my hand and official seal, this _____ day of _____, 2017.

Notary Public

My commission expires: _____