

New Hanover County
Request for Qualifications
NATIVE BEACH
LARGE SEDIMENT CHARACTERIZATIONS
RFQ # 21-0299



COUNTY COMMISSIONERS

JULIA OLSON-BOSEMAN, CHAIR
DEB HAYS, VICE-CHAIR
JONATHAN BARFIELD, JR.
BILL RIVENBARK
ROB ZAPPLE
CHRIS COUDRIET, COUNTY MANAGER

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INSTRUCTIONS AND GENERAL INFORMATION

INFORMATION FOR RESPONDENTS

SCHEDULE

Release Date	January 19, 2021
Deadline for Questions	January 26, 2021 at 4:00 PM EST
Response to questions	February 2, 2021
Statements of Qualification Deadline	February 10, 2021 at 4:00 PM EST

COMMUNICATION

Firms may not have communications, verbal or otherwise, concerning this RFQ with any personnel or boards from New Hanover County, other than the person listed in this section which is Lena Butler, Purchasing Supervisor email lbutler@nhcgov.com. If any Firm attempts any unauthorized communication, the SOQ will not be accepted.

CONFIDENTIALITY

Upon receipt of your SOQ by New Hanover County, your document is considered a public record except for material which qualifies as "trade secret" under N.C. General Statute 132-1.2. After opening, your SOQ will be provided to County staff and others who participate in the evaluation process, and to members of the general public who submit public records requests. To properly designate material as a trade secret under these circumstances, each Firm must take the following precautions: (a) any trade secrets submitted by a Firm must be submitted in a separate, sealed envelope marked "Trade Secret - Confidential and Proprietary Information - Do Not Disclose Except for the Purpose of Evaluating This Submittal," and (b) the same trade secret/confidentiality designation must be stamped on each page of the trade secret materials contained in the envelope. Each Firm agrees to indemnify and hold harmless the County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material, which the Firm has designated as a trade secret.

EQUAL OPPORTUNITY

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

The Firm agrees not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Firm agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

Pursuant to GS 143-48, New Hanover County encourages small, minority, physically handicapped, and women firms to submit SOQ in response to this RFQ.

USE OF FEDERAL FUNDS

If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2CFR § 200.324).

CERTIFICATE OF AUTHORITY

Subject to several statutory exceptions, a business entity incorporated or organized in a state other than North Carolina must obtain a certificate of authority from the North Carolina Secretary of State prior to transacting business in the State. See [G.S. 55-15-01\(a\)](#) (business corporations); [G.S. 55A-15-01\(a\)](#) (nonprofit corporations); [G.S. 57D-7-01\(a\)](#) (limited liability companies); [G.S. 59-902\(a\)](#) (limited partnerships); [G.S. 59-91\(a\)](#) (registered limited liability partnerships); [G.S. 55B-16\(a\)](#) (professional corporations). When the requirement applies, the foreign entity transacting business in the State is responsible for obtaining a certificate of authority—not the domestic (i.e., North Carolina) corporations, public entities, or individuals with whom the foreign entity might contract.

OWNERSHIP OF DOCUMENTS

All SOQs and accompanying documentation will become the property of New Hanover County at the time the SOQs are opened and as such will not be returned to the Firm.

RIGHT TO REJECT

New Hanover County reserves the right to accept or reject any or all SOQs and to make the award which will be most advantageous to the County.

E-VERIFY

Firms and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes must comply with E-Verify requirements to contract with governmental units. E-Verify is a 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. Please understand that Contractors, as defined above, must use E-Verify. Therefore, all Firms must be in compliance with the E-Verify requirements to enter into contracts with New Hanover County.

AWARD OF CONTRACT

The successful Firm will be required to enter into a formal agreement that is consistent with the requirements outlined within RFQ. The successful Firm to whom the Contract is awarded by the County shall within ten (10) business days after notice of award deliver to the County all required documents necessary to execute the contract. Failure to do so may result in the County exercising its right to negotiate with the next best qualified firm.

PROJECT OVERVIEW

INTRODUCTION

New Hanover County (NHC) invites North Carolina (NC) licensed and experienced engineers and accompanying NC licensed and experienced geologists and surveyors to submit qualifications for oceanfront shoreline sediment characterizations and evaluations.

The mapping areas include oceanfront shoreline reaches along Wrightsville Beach, from the Mason Inlet shoulders to the northern Masonboro Inlet shoulder, and Pleasure Island, from the southern Carolina Beach Inlet shoulder through the Kure Beach southern municipal boundary.

PROJECTION DESCRIPTION

The municipalities of Wrightsville Beach, Carolina Beach and Kure Beach are located within NHC and each has a federally and locally authorized Coastal Storm Damage Reduction (CSDR) project.

The successful company/team will use established topographic survey transect lines for assessing large sediment composition. This scope of work involves the visual assessing of sediments equal to or greater than one inch in diameter, and shell material equal to or

greater than three inches in diameter. Through visual surface observation, the successful team will assess the large sediment compositions within a 10,000 square foot area centered on each transect, between mean tide level (MTL) and the frontal dune toe. Transects are to be spaced no further than 5,000 feet apart with a minimum of five evenly spaced transects per project area. A report is to be provided to the County and pertinent resource agencies that includes raw and summary data, field documentation, and spatial data that support the calculation of the arithmetic mean for both large sediments and shell material (total count for each divided by the number of transects).

The digital version shall be labeled with software and version. Each plan, map, and drawing shall be provided as a single digital file. Acceptable digital formats for image files include: .gif, .jpg, .bmp, and .tif. Acceptable digital formats for document files include: .doc, .docx, .txt, .xls, .xlsx, .ppt, .pptx, and .pdf. For inter-agency usage, CAD or AutoCAD drawings (.dwf, .dxf, and other CAD formats) should be converted to .pdf for submittal. GIS data shall be referenced to the North Carolina State Plane North American Datum 83 US Survey Foot, to include Federal Geographic Data Committee (FGDC) compliant metadata.

Comprehensive metadata must be provided in a format compatible with New Hanover County's GIS database. All large sediment data must be assured by an authorized expert licensed by the North Carolina Board of Examiners for Engineers and Land Surveyors or Geologist. Each profiles' location points must be reproducible and repeatable supporting third party evaluations such as but not limited to the NC Division of Coastal Management.

A quality assurance/quality control (QA/QC) process will be required to ensure an error free assessment of topographic location and large sediment data for each assessed profile. Each company/team must describe specific QA/QC procedures such as but not limited to profile specific site calibrations from National Geodetic Survey benchmarks and survey analyses incorporating site specific environmental/physical factors. All data (topographic and geologic) must follow and reference standard survey models and protocols.

Assessments will be conducted in the spring/summer of 2021 timeframe. The data will be used to compute supplemental shoreline grain size analyses. The report will be coordinated through the NHC project manager inclusive of all necessary tables, graphs, photos, narratives and appendices needed to precisely demonstrate and describe reach specific large sediment characterizations.

PRELIMINARY PROJECT GOALS

- a. Meet NCDPCM's native beach large sediment characterization assessments found in 15A NCAC 07H.0312 ("Technical Standards for Beach Fill Projects");
- b. Develop necessary mapping and data reporting congruent and compatible with previous NHC survey transects for maintaining engineered beaches;
- c. Follow previous baseline oceanfront and inlet shoulder profile locations as described in Part A2 and

- d. Evaluate and determine large sediment baselines by ocean front reaches and within each authorized CSDR footprint;

SCOPE OF WORK

PROJECT APPROACH

The selected consultant will work closely with Engineering staff, who will be responsible for the successful completion of this project. Project staff will include the County Engineer and Chief Project Engineer.

The successful company/team will use established topographic survey transect lines for assessing large sediment composition. This scope of work involves the visual assessing of sediments equal to or greater than one inch in diameter, and shell material equal to or greater than three inches in diameter. Through visual surface observation, the successful team will assess the large sediment compositions within a 10,000 square foot area centered on each transect, between mean tide level (MTL) and the frontal dune toe. Transects are to be spaced no further than 5,000 feet apart with a minimum of five evenly spaced transects per project area.

DELIVERABLES

CORE PROJECT DELIVERABLES

The selected consultant will evaluate and determine large sediment composition for the defined shoreline locations.

A report is to be provided to the County and pertinent resource agencies that includes raw and summary data, field documentation, and spatial data that support the calculation of the arithmetic mean for both large sediments and shell material (total count for each divided by the number of transects).

The digital version shall be labeled with software and version. Each plan, map, and drawing shall be provided as a single digital file. Acceptable digital formats for image files include: .gif, .jpg, .bmp, and .tif. Acceptable digital formats for document files include: .doc, .docx, .txt, .xls, .xlsx, .ppt, .pptx, and .pdf. For inter-agency usage, CAD or AutoCAD drawings (.dwf, .dxf, and other CAD formats) should be converted to .pdf for submittal. GIS data shall be referenced to the North Carolina State Plane North American Datum 83 US Survey Foot, to include Federal Geographic Data Committee (FGDC) compliant metadata.

PROJECT TIMELINE

The anticipated project timeline shall include the following phases of activity:

- A. Advertisement of RFQ (January 2021)
- B. Consultant Selection (February 2021)

C. Project Scoping (March 2021)

At the beginning of the project, the consultant will meet with project staff for a project scoping meeting to ensure a common understanding of the project components for the development of a scope and fee proposal. Prior to this meeting, the consultant will be responsible for making themselves familiar with the project area and all relevant and applicable local, state, and federal laws.

D. Notice to Proceed

Once the scope and fee has been agreed upon and a contract has been executed, a formal notice to proceed will be provided to the selected consultant.

PROPOSAL EVALUATION CRITERIA & SUBMISSION PROCEDURES

EVALUATION CRITERIA

Weighted specific criteria, among other factors, will include:

- A. **Experience (20%)** - Clear demonstration of experience in design and permitting projects of similar size and scope.
- B. **References (10%)** - Recommendations from provided references.
- C. **Project Approach (30%)** - The proposed design approach for the project including, but not limited to, items provided in the Submission Requirements section.
- D. **Experience (25%)**- Understanding of local coastal topographic conditions including but not limited to coastal and permitting experiences related to the southeast region of North Carolina.
- E. **Schedule (15%)**- Consultant's availability to complete the work.

SUBMISSION REQUIREMENTS

Submitted qualification documents must include the following information:

Section 1: Cover Letter- A cover letter expressing interest in working with New Hanover County that includes a point of contact for the firm. The letter should include:

- A clear indication of the name of the consulting firm, mailing address, telephone and fax numbers, and e-mail address;
- A statement indicating that the firm is independent, properly licensed to practice engineering in the state of North Carolina, and has no conflict of interests with regard to any other work performed by the consulting firm for the County.

Section 2: Table of Contents

Section 3: Introduction/Summary- Qualification documents should include an introduction and summary containing but not limited to:

- The company background;
- The names of key personnel (including sub-consultants if utilized) to be assigned to the project, their role on the project, their titles, education, experience, and period of service with the team;
- Current workload.

Section 4: Method of Approach- Qualification documents should include:

- A narrative that presents the services the firm will provide detailing the approach, methodology, and deliverables, including the strategy used to achieve the project objectives, and scope of services;
- Any proposed changes to the project scope;
- Additional related services should be incorporated into the proposal if applicable
- Any tasks that will be subcontracted to other disciplines/consultants;
- Organizational chart and management approach, including the roles and responsibilities of any sub-contractor;
- Any additional information the consultant believes to distinguish their qualifications from others.

Section 5: Comparable Projects- List at least (3) comparable projects in progress or completed, including references, with the following information:

- Contact name, phone number, and email address;
- Current status of the project and the completion year, if applicable;
- Scope of work performed for each;
- Additional relevant information may be included.

Section 6: Timeframe- Qualification documents should include:

- A description how the work will be completed in an effective, timely, economical and professional manner;
- A proposed schedule for the entire process, including the approximate timeline for completing each of the individual tasks, meetings, presentations, deliverables, and final completion;
- An estimated time that would be devoted to this project.

SUBMISSION PROCEDURES

The qualification statements must be submitted as a comprehensive document or package. Submittal package shall be limited to fifteen (15) pages including Cover letter. **Deadline for receipt of qualification statements is no later than 4:00 PM EST on February 10, 2021 by email**

to lbutler@nhcgov.com. The subject line of the email shall contain “RFQ 21-0299 NATIVE BEACH LARGE SEDIMENT CHARACTERIZATIONS.”

Late submissions will not be accepted. The costs for preparing the Qualifications document are solely the responsibility of the respondent.

SELECTION PROCESS AND TIMELINE

Date	Task
January 19, 2021	Issue RFQ
January 26, 2021 at 4:00 PM EST	Questions Deadline
February 2, 2021	Response to Questions
February 10, 2021 at 4:00 PM EST	Qualifications Submission Deadline

SELECTION CRITERIA

The County will conduct a fair and impartial process for the selection of the engineering consulting firm. The County may appoint a selection committee to review all proposals and select one or more teams for in-person interviews. The interviews and presentations will be determined using the applicant’s proposal document and the stated Evaluation Criteria. All consulting firms should be prepared to present to the selection committee.

ADDENDA AND CLARIFICATION OF SPECIFICATIONS

Any and all questions regarding this RFQ must be submitted to Lena Butler, Purchasing Supervisor, at lbutler@nhcgov.com. **All questions should be submitted no later than January 26, 2021 at 4:00 PM EST.** Any and all revisions to this RFQ will be made only by written addendum from New Hanover County.

ACCEPTANCE/REJECTION OF STATEMENTS OF QUALIFICATION

The County reserves the right to accept and reject any or all statements of qualification submitted, in whole or in part. The County reserves the right to negotiate any and all elements of the proposal by and with any consultants it deems suitable to carry out this project. New Hanover County has no obligation to award work based off this RFQ and reserves the right to re-advertise.

APPENDIX: REFERENCE DOCUMENTS & OTHER RESOURCES

- I. MINORITY FORM
- II. DRAFT CONTRACT (INCLUDES INSURANCE REQUIREMENTS)

Submit with Your Statement of Qualifications

**Minority & Women Business Enterprise (MWBE) Program
FORM**

A. Authorized Representative

I HEREBY AFFIRM THAT:

I am [name] _____, [title] _____,
and the duly authorized representative of [Business Name] _____
and that I possess the legal authority to make this statement on behalf of myself and the Business
for which I am acting.

B. Affirmation Regarding MWBE Program Acknowledgement and Compliance

I FURTHER AFFIRM THAT:

I am aware of and intend to comply with the County's MWBE Program. As such [check one]:

_____ The Business is certified as a woman- or minority-owned business by an accepted agency.
(Attach proof certification)

_____ The Business is a woman- or minority-owned business but has not been certified by an
accepted agency. (Attach document of ownership such as articles of incorporation, current
business license, K-1 of the most recent business tax return.)

_____ The Business is not a woman- or minority-owned business; however, the bidder
acknowledges the MWBE policy and if it should become necessary to subcontract some portion
of the work at a later date or obtain materials or services in conjunction with this
solicitation, the bidder will institute good faith efforts to comply with all requirements of the
MWBE program in providing equal opportunities to MWBEs.

Signature: _____

Date: _____

STATE OF NORTH CAROLINA PROFESSIONAL SERVICES AGREEMENT
NEW HANOVER COUNTY

THIS AGREEMENT made and entered into this _____ **day of** _____ **2021** by and between **NEW HANOVER COUNTY** a political subdivision of the State of North Carolina, hereto referred to "County"; and- _____, a _____ corporation, 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 sediment characterizations and evaluations; mapping areas include oceanfront shoreline reaches along Wrightsville Beach, from the southern Mason Inlet shoulder to the northern Masonboro Inlet shoulder, and Pleasure Island, from the southern Carolina Beach Inlet shoulder through the Kure Beach southern municipal boundary, as more specifically described on Exhibit "A" attached hereto and incorporated herein by reference.

2. **Payment.** County agrees to pay Professional an amount not to exceed _____ (\$_____) Dollars.

3. **Time of Performance.** Professional shall begin services on your receipt of Notice to Proceed and all services shall be completed within twelve (12) months from said Notice.

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 \$1,000,000 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 providing equivalent coverage as respects to liability arising out of activities performed by or on behalf 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 \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 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 \$1,000,000 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 \$1,000,000 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.

7.9. 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.

7.10. Conditions

7.10.1. 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.

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

7.10.3. Professional shall promptly notify the New Hanover County Engineering Department 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.

7.10.4. County reserves the right to obtain complete, certified copies of all required insurance policies.

7.10.5. 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.

7.10.6. 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.

7.10.7. 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.

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

7.10.9. 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 ensure 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 New Hanover County Board of Commissioners. In the event of non-appropriation of funds by the New Hanover County 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 N.C.G.S. 143-133.3, 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. **Compliance with Federal Law.** If applicable, all federally funded projects, loans, grants, and sub grants whether funded in part or wholly, must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

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
Attn: Jim Iannucci
230 Government Center Drive
Wilmington, NC 28403

To Contractor:

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.

PROFESSIONAL

[SEAL] _____(Seal)
President

ATTEST:

Secretary

STATE OF _____

_____COUNTY

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 _____ corporation, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed and sealed in its name by its President.

WITNESS my hand and official seal, this _____ day of _____, 2021.

Notary Public

My commission expires: _____

*[REST OF PAGE INTENTIONALLY BLANK.
NEW HANOVER COUNTY DIGITAL SIGNATURE PAGE FOLLOWS EXHIBIT A]*