



**SAMPSON COUNTY**  
NORTH CAROLINA



**SAMPSON COUNTY**  
ECONOMIC DEVELOPMENT

## **Request for Qualifications**

**RFQ No. ED-001-26**

### **PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES**

**ARCHITECTURAL AND ENGINEERING SERVICES CONTRACT  
FOR SAMPSON COUNTY'S  
JOE BRITT WARREN BUSINESS AND INDUSTRIAL PARK**

**Issued By:**  
**Sampson County Finance Department**  
**406 County Complex Rd. Suite 120, Bldg. C**  
**Clinton, NC 28328**  
**Phone: (910) 592-7181 Ext. 2241**  
**winston.jackson@sampsoncountync.gov**

**Date of Issue: 4 February 2026**

**Qualifications Submittals Due: 19 March 2026, 2:00 PM**

## **KEY INFORMATION SUMMARY SHEET**

### ***Request for Qualifications Professional Architectural and Engineering Services***

**RFQ # ED-001-26**

**RFQ Issued:**  
**Monday, 4 February 2026**

**Inquiries/Questions Deadline:**  
**12:00 Noon, Tuesday, 24 February 2026**

**Submittal Deadline:**  
**2:00 PM, Thursday, 19 March 2026**

**Submittal Location:**  
**Sampson County Finance Department  
406 County Complex Road  
Suite 120 (Bldg. C)  
Clinton, NC 28328**

# **REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR SAMPSON COUNTY'S JOE BRITT WARREN BUSINESS AND INDUSTRIAL PARK**

## **1.0 PURPOSE**

Sampson County is soliciting Request for Qualifications (RFQ) from qualified firms to provide supplemental civil design and engineering services for the Joe Britt Warren Business and Industrial Park. This approximately 210-acre site is situated in Newton Grove, North Carolina, adjacent to Interstate 40, at Exit 341 with frontage along NC 50 (Raleigh Street) and US Highway 13. The County intends to develop the property into a premier business and industrial park targeting light industrial users and complementary commercial development. Given its strategic location near I-40, the site also holds strong potential for business corridor commercial uses. The firm selected will build upon existing Preliminary Engineering Reports and Master Plan to establish a phased development approach for the park. Selection will follow a qualifications-based evaluation of competence and expertise. No cost, fee, or unit price information shall be submitted with the SOQ. Following ranking of firms, the County may request unit price schedules from the highest-ranked firm as part of fee negotiations. Issuance of this RFQ and the selection of a firm do not guarantee contract award.

All services performed under this RFQ, and any resulting contract shall comply with all applicable County, State, and Federal laws, regulations, and procurement requirements. If Federal or State grant funds are utilized, the selected firm shall comply with all applicable requirements under 2 CFR Part 200, including but not limited to procurement standards, cost principles, and record retention requirements. The firm shall also ensure that all subconsultants and subcontractors comply with these requirements.

## **2.0 PROJECT DESCRIPTION**

The property is comprised of 210 ± acres identified as Sampson County Parcel Nos. 11-1063240-03, 11-063240-07, 11-0134870-02, 11-1063241-01, 11-0134870-01, 11-0113744-10, 11-1063240-05, 11-1063240-04, 11-1063240-06 and 11-0867080-01 as well as an approximately 0.42 acre cul-de-sac with access to Highway 13 (Raleigh Street).

The following work has been completed or is in progress and will be provided to the selected firm upon request:

- Phase 1 Environmental Assessment

- Geotechnical Report
- Wetlands Delineation
- Jurisdictional Determination
- Threatened & Endangered Species Assessment
- Historic and Cultural Resources Assessment
- Title Chain Abstract
- Boundary Survey
- Topographic Survey
- Preliminary Engineering Report
- Traffic Impact Analysis
- Conceptual Site Plan(s)
- Property Appraisal (October 2025)

The selected firm will be responsible for reviewing the illustrative site Master Plan, Preliminary Engineering Reports, and Traffic Impact Analysis. Based on these documents and the County's development goals, the firm will provide recommendations for alternate designs (if warranted) and develop a phased implementation plan for the site. This plan will include an internal road network, onsite and off-site water and sewer infrastructure, and other necessary utilities to support a flexible mix of light industrial and commercial users, positioning the park for timely and cost-effective development.

The selected firm will also provide design and engineering services, using a phased approach, including but not limited to:

- Civil design and engineering for onsite infrastructure (roads, water, sewer, stormwater, and utilities)
- Civil design and engineering for offsite infrastructure (roads, water, sewer, stormwater, and utilities)
- Preparation of final engineering and construction documents, including stamped construction drawings and technical specifications
- Preliminary Cost Estimates
- Bid-ready construction documents for each phase of the project
- Pad-ready site analysis, including an illustrative site map and probable costs of site work to support a 60,000 SF light industrial building with 32' clear ceiling heights—divisible and expandable to 120,000 SF
- Conceptual rendering and probable costs for a 60,000 SF light industrial building with 32' ceiling heights and natural light, expandable to 120,000 SF, including footings, spacing, columns, lighting, and sprinkler system
- Dam assessment, including observed deficiencies and potential future maintenance and repair requirements

- Preparation of design standards promoting a unified visual character across the park, including building facades, materials, signage, landscaping, and site lighting for both industrial and commercial areas
- Entrance road signage/monument design and probable installation costs

Sampson County reserves the right to award an architectural, engineering, and/or design contract on all, a portion of, or none of the above-described projects. The County further reserves the right to remove any or all of the elements of the project described in this RFQ and issue a new RFQ for any portion of the work. Even after the County enters into a contract, the assignment of particular elements of the project shall be contingent on the availability of funds, in Sampson County's sole discretion.

### **3.0 SCOPE OF SERVICES**

Firms shall demonstrate the ability to provide timely turnkey design, permitting, bidding, and other services as required for the project. Work may include, but shall not be limited to, the following:

- Planning and site development analysis
- Surveying\* (As may be needed for easements, right-of-way, or Alta Survey)
- Civil and mechanical design and engineering services
- Utility design, including water, sewer, electric, natural gas, and telecommunications infrastructure
- Street and roadway design (Potential TIA Revisions)
- Stormwater Management Design
- Identification and solicitation of grant or other funding opportunities
- Geotechnical investigation and reporting\* (As may be required)
- Permitting and regulatory compliance
- Cost estimating and budgeting
- Construction Management
- Construction inspections and quality assurance

*\*Note: Preliminary Geotechnical Report, Boundary Survey, and Topographic Survey are complete and will be provided to selected Firm.*

### **4.0 SELECTION PROCESS / SCHEDULE**

Pursuant to N.C. Gen. Stat. § 143-64.31 and 2 C.F.R. § 200.320(b)(2), Sampson County utilizes a qualifications-based selection process without consideration of fee proposals in the initial stage for selecting architects and engineers. The selection process and schedule will be as follows:

**4.1 Advertisement** - An advertisement for the Request for Qualifications (RFQ) will be posted at the following locations:

- Posted on the Sampson County website.
- Posted on the North Carolina Department of Administration's Historically Underutilized Business ("HUB") website.

A copy of the RFQ and any Addenda may also be obtained by writing or sending an email to:

**Lavelle Jackson, Purchasing & Contracting Officer**  
**406 County Complex Rd.**  
**Ste. 120**  
**Clinton, NC 28328**  
[winston.jackson@sampsoncountync.gov](mailto:winston.jackson@sampsoncountync.gov).

**4.2 Notification of Interest, and Inquiries/Questions**

**4.2.1 Notification of Interest / Addenda** - Firms are strongly encouraged to submit a Notification of Interest by email to be placed on the distribution list for addenda. However, it is the sole responsibility of each firm to check the County's website for any and all addenda prior to submitting. Failure to receive addenda does not relieve the firm from any obligation under the RFQ or any addenda. If a firm receives notification of this RFQ via email, the firm is encouraged to notify the County of their interest in submitting. Please include the firm's name and primary contact person and email address in the notification. Addenda will be sent to those firms that have submitted a notification of interest, and Addenda will also be available on the Sampson County Website - <https://www.sampsoncountync.gov>.

**4.2.2 Inquiries/Questions** - All inquiries/questions regarding this RFQ must be directed to Mr. Jackson by mail or email and must reach his office by **12:00 Noon, Tuesday, 24 February 2026**, in order to be considered for a response. Oral answers will not be authoritative. Any changes or additions to the RFQ information will be emailed to each firm who has submitted a Notification of Interest as well as posted on the Sampson County Website.

**4.3 Qualifications Submittal** – SOQs must be received by Sampson County Finance Department **no later than 2:00 pm, on Thursday, 19 March 2026**. Submittals received after this deadline will not be considered.

**4.3.1 Submittal Material** - Prospective firms **shall submit five (5) paper copies** of their SOQ. Paper submittals must be printed on 8.5" x 11" paper. The submittals must be mailed/shipped/delivered in a timely manner to ensure receipt by the County **no later than 2:00 pm, Thursday, March 19, 2026**. SOQs should be delivered to:

**Sampson County Finance Department  
Attn: Lavelle Jackson  
406 County Complex Rd., Ste. 120 (Bldg. C)  
Clinton, NC 28328**

Paper copies shall be placed in a sealed envelope and labeled as **"RFQ No. ED-001-26 Professional Architectural and Engineering Services"**.

In addition to the required paper copies, firms may provide one (1) electronic copy of their submittal in PDF format, either (i) on a USB flash drive included with the paper submittal, or (ii) by email to **Lavelle Jackson** at **winston.jackson@sampsoncountync.gov** with the subject line "RFQ 001-26 - [Firm Name] Statement of Qualifications." Any electronic copy must be an exact duplicate of the paper submittal and will be used solely for internal review and recordkeeping purposes. Submission of an electronic copy is permitted but not required, and the absence of an electronic copy shall not affect the evaluation of a firm's submittal. Paper copies received by the stated deadline shall constitute the official submittal. In the event of any discrepancy between the paper and electronic versions, the paper submittal shall govern. The County shall not be responsible for transmission delays, spam filters, or other technical issues related to email delivery of the optional electronic copy.

**4.4 Selection** – In order to proceed to selection of a firm, Sampson County must receive SOQs from an adequate number of qualified

firms, in the County's sole discretion. The firm that is selected will become eligible to perform work on the project described in this RFQ. Firms will be notified after selection is made. However, selection of a firm does not ensure that the firm will be awarded a contract for all or any of the project identified in this RFQ. Project assignment will be based upon the availability of funds, and other factors that Sampson County may deem relevant. Sampson County reserves the right to reject any and all submissions.

- 4.5 Interviews** - Sampson County reserves the right to interview or not interview firms as it deems necessary.
- 4.6 Board Approval** - The Sampson County Board of Commissioners will consider authorizing the County Manager to negotiate and execute a contract with the selected firm.
- 4.7 Contract** - Provided that a fair and reasonable fee can be negotiated, a contract will be executed with the selected firm. The projected execution date of the contract is mid-April 2026. This schedule is subject to change at the County's sole discretion. The contract will incorporate those terms and conditions set forth in this RFQ and such additional terms as Sampson County may require. Thereafter, projects will be assigned based upon the availability of funds, and other factors that Sampson County may deem relevant. In the event that a fair and reasonable agreement cannot be reached with the selected firm, the County will enter into contract negotiations with the next best qualified firm.
- 4.8 Contract Document** - A sample Architectural and Engineering Services Agreement is attached for reference only. The sample contract is not to be completed or returned with the SOQ. Final contract terms may differ based on negotiation and project scope.
- 4.9 Proprietary Information** - Trade secrets or proprietary information submitted by a firm in connection with a procurement transaction shall not be subject to the public disclosure under the North Carolina Public Records Act pursuant to NC General Statutes §66-152(3). However, the firm must invoke the protection of this section prior to or upon submission of the data or other materials and must identify the data or other materials to be protected and state the reasons why protection is necessary. Each individual page considered a trade secret or proprietary information must be

labeled "Confidential" in the top right corner. All materials submitted in response to this RFQ will become public record after selection, subject to the provisions of N.C.G.S. §132-1, except for those portions properly identified and justified as confidential or proprietary under N.C.G.S. §66-152(3).

## **5.0 SELECTION CRITERIA**

The selection of the best qualified firm will be based on the qualification information exhibited in both written and graphic information in the firm's submittal, interviews (if conducted), past performance, and reference checks. Firms will be evaluated on the following criteria:

- **Quality of Response to the RFQ: - (5%)**  
The firm's SOQ is presented in a focused and professional manner, covers all the components requested in the RFQ, and demonstrates the firm's ability to successfully provide the engineering services identified in the RFQ.
- **Past Performance: - (30%)**  
The project team's experience, knowledge, familiarity, and past performance with design and engineering activities as referenced in the Project Description. Documentation should demonstrate similar experience of the firm and team members. The firm shall submit projects only for work that can be attributed to key members of the project team being proposed. Office or firm experience in similar projects attributed to staff no longer with the firm or staff not being proposed as a key member of the team for this project will not be considered relevant.
- **Professional Expertise: - (20%)**  
The experience and composition of the proposed project team to perform the type of work required.
- **Project Approach: - (10%)**  
The firm has demonstrated that it understands the requirements of the projects identified in the RFQ. The firm's response provides a logical and understandable sequence of activities and demonstrates the firm's ability to work with the County as a team to complete the identified projects.
- **Cost Control and Scheduling: - (20%)**

The team's approach to cost control and scheduling. The project team's previous experiences that speak to meeting originally approved budgets and project timelines.

- **Involvement and Utility Coordination: - (10%)**

Project team understanding of typical project issues, methods for dealing with those issues, and working and coordinating with utilities and government agencies.

- **Permitting and Local Knowledge: - (5%)**

The project team's experience in submitting for permits and approvals required for work in Sampson County.

Statements of Qualifications will be reviewed by an Evaluation Committee composed of County staff and other professionals as deemed appropriate. The Committee will score submittals in accordance with the criteria listed herein and may recommend one or more firms for further consideration.

Historically Underutilized Businesses (HUB) certified vendors/contractors are encouraged to submit a qualification response to this RFQ for Architectural and Engineering Services.

North Carolina firms qualified to do the required work will be given a resident preference over non-resident firms in the same manner, on the same basis, and to the extent that a preference is granted in awarding contracts for these services by the other state to its resident firms over firms resident in North Carolina. A "resident firm" is a firm that has paid unemployment taxes or income taxes in North Carolina and whose principal place of business is located in North Carolina.

## **6.0 SUBMITTAL DOCUMENT REQUIREMENTS**

**Firms must submit all materials in paper copy.** Submittals may be color or black and white and should be on 8.5" x 11" paper. Links or references to websites will not be allowed. A submittal must be received in its entirety. Scanned signatures shall be valid for this submittal. Prospective firms shall **submit five (5) paper copies** of their submittal, and each submittal should follow the format, page limit, and order listed below. Firms may include a single-page cover sheet at the beginning of the submittal for identification and contact purposes. The cover sheet may include the firm's name, address, primary contact information, and logo. The cover sheet will not count toward

the 20-page limit. Pages in excess of the stated page limit may not be reviewed or scored.

In addition to the required paper copies, firms may provide one (1) electronic copy of their submittal in PDF format, either (i) on a USB flash drive included with the paper submittal, or (ii) by email to **Lavelle Jackson** at **winston.jackson@sampsoncountync.gov** with the subject line "RFQ 001-26 – [Firm Name] Statement of Qualifications." Any electronic copy must be an exact duplicate of the paper submittal and will be used solely for internal review and recordkeeping purposes. Submission of an electronic copy is permitted but not required, and the absence of an electronic copy shall not affect the evaluation of a firm's submittal. Paper copies received by the stated deadline shall constitute the official submittal. In the event of any discrepancy between the paper and electronic versions, the paper submittal shall govern. The County shall not be responsible for transmission delays, spam filters, or other technical issues related to email delivery of the optional electronic copy.

Do not submit any conceptual renderings, sketches, or work product as part of the SOQ. Pursuant to N.C. Gen. Stat. § 143-64.31(f), no work product or design may be solicited, submitted, or considered as part of the qualifications-based selection process. However, examples of prior completed work may be solicited, submitted, and considered in order to determine the demonstrated competence and qualification of the firm. Discussion of concepts or approaches to the project, including impact on project schedules, is encouraged.

No costs, fees, or unit price information shall be solicited, submitted, or considered as part of the SOQ. Following ranking of firms, the County may request unit price schedules from the highest-ranked firm as part of fee negotiations.

The maximum total number of pages shall not exceed 20 (**not** including tabs, cover sheet, certificates of insurance, etc.). Please address the Selection Criteria within your SOQ as well as the following:

- **General Information**

The following information and topics should be included:

- Name of lead contact person and their email address
- Brief description of the project team, what each team member will be responsible for on projects, and the location of the office that will be completing projects
- An organizational chart of the project team, listing key individuals involved, the role they will perform (principal-in-

charge, project manager, etc.), the location of staff, and the firm's NC license number

- **Project Experience**

Include projects completed during the last three years that demonstrate experience with projects of similar character and scope. Include for each project:

- Specific project name, location, and client.
- Description of the work.
- Project goals and how those goals were achieved.
- Estimated project cost.
- Actual project cost.
- Was the project completed on or before the original schedule timeline or was there an extension.
- Name, telephone number and email of individuals to contact for references.

- **Individual Qualifications/Experience**

Provide a description of the qualifications and experience of the key individuals who will be actively involved in the work. Include the office location in which each key individual is located. Clearly identify each key individual's experience with similar projects, the specific role that individual performed, and the firm they were employed by at the time of the project work.

- **Project Issues**

For two of the projects described in the Project Experience section, list one or more challenges for each project and how those challenges were overcome or mitigated by your team.

- **Why Your Team Should Be Selected**

Describe why your project team should be selected.

## **7.0 GENERAL PROVISIONS -**

### **7.1 Submittal Ownership / Costs** - Upon submission, all information becomes the property of Sampson County, which has the right to use any or all ideas presented in any submission in response to this RFQ, whether or not the submittal results in a contract with the submitting firm. All costs for development of the written submittal and the oral presentation are entirely the obligation of the firm and shall not be remunerated in any manner by Sampson County.

**7.2 Non-Warranty of Request for Qualifications** - Due care and diligence has been used in preparing this RFQ. However, the County shall not be responsible for any error or omission in this RFQ, nor for the failure on the part of the firm to ensure that it has all information necessary to complete its SOQ.

**7.3 Request for Clarification** - Sampson County reserves the right to request clarification of information submitted and to request additional information of one or more firms, either orally or in writing.

**7.4 Acceptance / Rejection of Submittals** - Sampson County reserves the right to accept or reject any or all submittals in whole or in part, with or without cause, to waive technicalities, or to accept submittals or portions thereof which, in the County's judgment, best serve the interest of the County. The County further reserves the right to allow alterations, modifications, or revisions to individual elements of the Scope of Services at any time.

**7.5 Collusion** - The firm, by submitting a Statement of Qualifications, declares that the submittal is made without any previous understanding, agreement, or connections with any person, firm, or corporations making a competing submission on the same project, and that it is in all respects, fair and in good faith without any outside control, collusion, or fraud. Each qualification package must be accompanied by a notarized affidavit on non-collusion, executed by the firm or in the case of a corporation, by a duly authorized representative of said corporation. The Non-Collusion Affidavit is provided herein.

**7.6 Consideration of Submittals** - SOQs will be considered from firms normally engaged in providing and performing services as specified in this RFQ. The firm must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the County. The County reserves the right to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms, and conditions before recommending any award.

**7.7 Insurance and Indemnity Requirements** - To the extent permitted by law, the firm shall indemnify and save harmless

Sampson County, its agents and employees and assigns from and against all loss, cost damages, expense and liability caused by sickness and disease to any person; or damage or destruction to property, real or personal; arising from the negligent acts, errors, or omissions of the firm in the performance of professional services provided to the County.

The firm further agrees to purchase and maintain during the life of any contracts entered into with the County the following insurance with an insurance company acceptable to Sampson County and authorized to do business in the State of North Carolina:

Automobile: Bodily injury and property-damage liability covering all owned, non-owned, and hired automobiles with limits of not less than \$1,000,000 Combined Single Limit (CSL) for each occurrence.

Comprehensive General Liability: Bodily-injury and property-damage liability insurance protecting the firm from claims that may arise from operations under this contract, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall include products/completed operations and contractual liability for the indemnity obligations contained herein. Sampson County shall be listed as an "Additional Insured" on this policy, which shall be noted on the certificate of insurance.

Professional Liability (Errors and Omissions): Coverage in an amount of not less than \$1,000,000 per claim and \$1,000,000 aggregate. Higher limits are acceptable and preferred. Such insurance shall remain in effect for at least one (1) year after completion of services under this contract.

Workers' Compensation and Occupational Disease Insurance:  
Coverage A - Worker's Compensation: Meeting the statutory requirements of the State of North Carolina.  
Coverage B - Employer's Liability: Limits of not less than \$500,000 each accident / \$500,000 disease each employee / \$500,000 disease policy limit.

Certificates of such insurance will be furnished to Sampson County and shall contain the provision that the County be given thirty

days written notice of any intent to amend or terminate by either the firm or the insuring company.

**7.8 Minority / Women / Small Business Enterprise** - It is the policy of Sampson County to ensure that minorities, women, and small business enterprises (collectively "M/W/SBE") have full and fair opportunity to participate in all aspects of the County's contracting and procurement programs, consistent with the laws of the State of North Carolina, including G.S. 143-128.2 and related statutes.

**7.9 E-Verify Compliance** - The firm shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the firm utilizes a subconsultant, the firm shall require the subconsultant to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a Statement of Qualifications, the firm represents that its firm and its subconsultants are in compliance with the requirements of Chapter 64 of the North Carolina General Statutes. Each qualification package must be accompanied by a notarized E-Verify affidavit executed by the firm or in the case of a corporation, by a duly authorized representative of said corporation. The E-Verify Affidavit is provided herein.

**8.0 Conflict of Interest / Non-Debarment**

The firm, by submitting a Statement of Qualifications, certifies that no officer, employee, or agent of Sampson County has any financial interest in the firm's business or in the contract that may result from this solicitation. The firm further certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal, state, or local government contract or program. Each qualification package must be accompanied by a notarized Conflict of Interest / Non-Debarment Affidavit, executed by the firm or, in the case of a corporation, by a duly authorized representative of said corporation. The Conflict of Interest / Non-Debarment Affidavit is provided herein.

**\*The remainder of this page has been left intentionally blank\***

**STATE OF NORTH CAROLINA****AFFIDAVIT OF COMPLIANCE – E-VERIFY****COUNTY OF SAMPSON**

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of \_\_\_\_\_ (hereinafter "Contractor") after first being duly sworn hereby swears or affirms as follows:

1. Contractor understands that E-Verify is the federal E-Verify 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 in accordance with Article 2 of Chapter 64 of the North Carolina General Statutes; and
2. Contractor understands that "Employer", as defined in NCGS§64-25(4), are required by law to use E-Verify to verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a). The term "Employer" does not include State agencies, counties, municipalities, or other governmental bodies.
3. Contractor is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in the state of North Carolina. (mark Yes or No)
  - a. YES \_\_\_\_\_, or
  - b. NO \_\_\_\_\_
4. Contractor will ensure compliance with E-Verify by any subcontractors subsequently hired by Contractor to perform work under Contractor's contract with Sampson County.
5. Contractor shall keep the County of Sampson informed of any change on its status pursuant to Article 2 of Chapter 64 of the North Carolina Statutes.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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Signature of Affiant

Print or Type Name: \_\_\_\_\_ State of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me, this the  
\_\_\_\_\_  
\_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

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Notary Public

(Affix Official/Notarial  
Seal)

Sampson County, DBA, Sampson County Economic Development

RFQ No. ED-001-26 – JBW Industrial & Business Park

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## **NON-COLLUSION AFFIDAVIT**

**State of North Carolina  
County of Sampson**

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/She is the \_\_\_\_\_ (title) of \_\_\_\_\_ (firm's name), the responder that has submitted the attached response;
2. He/She is fully informed respecting the preparation and contents of the attached response and of all pertinent circumstances respecting such response;
3. Such response is genuine and is not a collusive or sham response;
4. Neither the said responder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder firm or Person to submit a collusive or sham response in connection with the contract for which the attached response has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other responder, firm or person to fix the price or prices in the attached response, if applicable, or of any other responders, or to fix any overhead, profit or cost element of the response price of the response, if applicable, of any other responder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Sampson or any person interested in the proposed contract; and

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**NOTARIZE**

Subscribed and sworn to before me,

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ (SEAL)

**STATE OF NORTH CAROLINA**

**COUNTY OF SAMPSON**

**AFFIDAVIT OF COMPLIANCE – CONFLICT OF INTEREST / NON-DEBARMENT**

I, \_\_\_\_\_, being duly authorized by and on behalf of \_\_\_\_\_ (hereinafter "Firm"), after first being duly sworn, hereby certify the following to Sampson County:

1. No officer, employee, or agent of Sampson County has any financial interest in this contract, and the Firm has neither offered nor given any gift, gratuity, or anything of value to obtain favorable consideration.
2. Neither the Firm nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal, state, or local government contract or program.
3. The Firm agrees to notify the County in writing within five (5) business days of any change in this status.

I certify that the foregoing statements are true and correct to the best of my knowledge and belief.

Name of Firm: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTARIZATION**

**STATE OF NORTH CAROLINA**

**COUNTY OF \_\_\_\_\_**

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, do hereby certify that \_\_\_\_\_, personally appeared before me this day and acknowledged that he/she is duly authorized to act on behalf of \_\_\_\_\_, and that the foregoing instrument was executed by him/her on behalf of the Firm for the purposes stated therein.

WITNESS my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(SEAL)

## **RESPONDER'S CERTIFICATION FORM**

I have carefully examined the Request for Qualifications; the sample Agreement for Engineering Services and any other documents accompanying or made a part of this Request for Qualifications.

I hereby propose to furnish the professional architectural and engineering services for Sampson County in accordance with the instructions, terms, conditions, and requirements incorporated in this Request for Qualifications. I certify that all information contained in this response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

NAME OF FIRM: \_\_\_\_\_

BY: (printed name): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

## **ACKNOWLEDGEMENT OF ADDENDA**

Responder hereby acknowledges receipt of all Addenda through and including:

Addendum No. \_\_\_\_\_ Date Issued \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **SUBMITTAL CHECKLIST**

Each responding firm is responsible for ensuring that all required documents are included and properly executed prior to submittal.  
Incomplete submittals may be considered non-responsive.

The following items should be included, as applicable:

<b>Required Item</b>	<b>Description / Notes</b>
<input type="checkbox"/> <b>Five (5) Paper Copies of Statement of Qualifications (SOQ)</b>	Printed on 8.5" x 11" paper, bound or stapled, following required format and page limits.
<input type="checkbox"/> <b>Optional Electronic Copy (USB or Email)</b>	One (1) PDF copy may be included on USB flash drive <b>or</b> emailed to <b>Lavelle Jackson</b> at <b>winston.jackson@sampsoncountync.gov</b> with the subject line " <b>RFQ 001-26 – [Firm Name] Statement of Qualifications.</b> "
<input type="checkbox"/> <b>E-Verify Affidavit (Notarized)</b>	Executed and notarized per N.C.G.S. Chapter 64, Article 2.
<input type="checkbox"/> <b>Non-Collusion Affidavit (Notarized)</b>	Executed and notarized by an authorized firm representative.
<input type="checkbox"/> <b>Conflict of Interest / Non-Debarment Affidavit (Notarized)</b>	Executed and notarized by an authorized firm representative.
<input type="checkbox"/> <b>Responder's Certification Form</b>	Completed, signed, and dated by an authorized firm representative (acknowledges receipt of any Addenda).
<input type="checkbox"/> <b>Evidence of Required Licensure</b>	Include North Carolina professional license numbers for key individuals and firms, as applicable.
<input type="checkbox"/> <b>Certificates of Insurance (if available)</b>	Provide proof or statement of ability to meet minimum coverage requirements.

**Note:**

Paper copies received by the stated deadline shall constitute the official submittal. In the event of any discrepancy between the paper and electronic versions, the paper submittal shall govern.

# **THIS IS A SAMPLE AGREEMENT – DO NOT COMPLETE THIS SECTION**

## **AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES BETWEEN THE COUNTY OF SAMPSON AND**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), by and between the **COUNTY OF SAMPSON**, a North Carolina municipal corporation, hereinafter referred to as the "**County**", and **(Name of Company and Address of Company)**, hereinafter referred to as the "**Engineer**".

### **GENERAL RECITALS**

**WHEREAS**, the County desires to engage the Engineer to provide certain professional consulting, planning and engineering services for the Sampson County \_\_\_\_\_ as described in separate Task Orders to be issued hereunder pursuant to the terms and conditions hereinafter set forth;

**WHEREAS**, the County is authorized to enter into an Agreement for performance of such services;

**NOW THEREFORE**, the County and the Engineer, for consideration as stipulated in subsequently issued Task Orders, mutually agree that the Engineer shall perform the services provided under this Agreement and shall do so, in a satisfactory manner, as determined by the County.

### **ARTICLE 1 – DESCRIPTION**

### **ARTICLE 2 – ENGINEER'S RESPONSIBILITIES**

The Engineer agrees to provide, in accordance herewith, the professional consulting services described in each separate Task Order issued hereunder (the "Services"). Each Task Order, when signed by the Parties, shall be incorporated into and form a part of this Agreement. Each such Task Order shall contain a Project Description, a detailed Scope of Basic and Special Services, Project Schedule, Deliverables, Compensation Terms and special provisions or conditions specific to the Services or project being authorized (the "Project"). In the event

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of a conflict between this Agreement and any Task Order issued hereunder, the terms of the Task Order shall govern the provisions of the particular Services or Project involved.

In addition, Engineer shall:

- a. Provide for the County professional services in all Projects to which this Agreement applies;
- b. Serve as County's design professional for the Projects as directed by the County;
- c. Furnish professional consultation and advice and furnish customary civil, structural, and environmental engineering services incidental to the Projects;
- d. Review available data and consult with County to clarify and define County's requirements;
- e. Obtain that information, conduct those investigations, and undertake other reasonable efforts necessary for the Engineer to become conversant with the purpose of each Project and to carry out its responsibilities;
- f. Identify and analyze requirements of governmental authorities having jurisdiction and assist the County in obtaining required approval from such authorities.

### **ARTICLE 3 - SCOPE OF SERVICES**

See Article 1.

### **ARTICLE 4 – TIME OF BEGINNING AND COMPLETION**

This term of this Agreement shall be from the Effective Date of \_\_\_\_\_, 20\_\_\_\_ through \_\_\_\_\_, 20\_\_\_\_ unless sooner terminated as provided herein or extended by a written instrument signed by both parties.

Time is of the essence and the Engineer shall begin work immediately following issuance of a written Task Order. All services shall be completed in accordance with the project schedule associated with each Task Order.

### **ARTICLE 5 - PERSONNEL**

The key personnel listed in the Engineer's organizational chart (**Exhibit B**) shall be assigned to the Project until completion. No changes in Engineer's key personnel shall be made without prior written approval of the County.

#### **5.1 *Addition, Removal and Replacement of Personnel***

The County has the right to require any additional personnel that the County deems necessary to maintain the Project schedule. The County also has the right to require removal and replacement of any personnel deemed unsatisfactory by the County.

#### **5.2 *Commercial Non-Discrimination Ordinance***

As a condition of entering into this Agreement, the Engineer agrees to: (a) promptly provide to the County all information and documentation that may be requested by the County from time to time regarding the solicitation, selection, treatment and payment of contractors or subcontractors/sub-engineers in connection with this Agreement; and (b) if requested, provide to the County within 60 days after the request a truthful and complete list of the names of all contractors, subcontractors, vendors, and suppliers that the Engineer has used on County contracts in the past five years, including the total dollar amount paid by Contractor on each subcontract or supply contract.

The County is committed to promoting equal opportunities for all and to eliminating prohibited discrimination in all forms. For purposes of this section, prohibited discrimination means discrimination in the solicitation, selection, and/or treatment of any subcontractor, vendor, supplier or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, disability or other unlawful form of discrimination. Without limiting the foregoing, prohibited discrimination also includes retaliating against any person, business or other entity for reporting any incident of prohibited discrimination. As a condition of entering into this Agreement, the Engineer represents, warrants and agrees that it does not and will not engage in or condone prohibited discrimination. Without limiting any rights the County may have at law or under any other provision of this Agreement, it is understood and agreed that a violation of this provision constitutes grounds for the County to terminate this Agreement.

#### **5.3 *Subconsultant Employees***

For purposes of this section, Engineer's "employees" shall include employees of any subconsultant. The Engineers' employees who normally and regularly come in direct contact with the public shall be clearly identifiable by name badges, nametags, or identification cards. The Engineer shall assure that its employees serve the public in a courteous, helpful, and impartial manner. The County will not tolerate or condone discrimination or acts of harassment based upon race, sex, religion, national origin, color, age or disability. Violators of this policy constitutes grounds for the County to terminate this Agreement.

## **ARTICLE 6 - POINTS OF CONTACT; NOTIFICATION**

### **6.1 *County's Point of Contact***

The County will designate a Project Manager who is authorized to act in the County's behalf with respect to the Project, except as otherwise limited by this Agreement. The Project Manager will examine the documents submitted by the Engineer and will expedite decisions concerning the documents in order to avoid unreasonable delay in the progress of the Engineer's Services. The Project Manager will coordinate all communication between the Engineer and the County unless otherwise specified in writing. The Engineer shall contact the Project Manager prior to all meetings involving County personnel.

The County's Point of Contact and Project Manager is:

Name/Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

### **6.2 *Engineer's Point of Contact***

The duties of the Engineer's Point of Contact for each Project include, but are not limited to:

- Coordinating Services and the Engineer's resource assignments based on the County's requirements;
- Providing consultation and advice to the County on matters related to the Services and the Project and acting as a conduit to the Engineer's specialist resources that may be needed to supplement the Engineer's regular staff;
- Acting as the Engineer's point of contact for all aspects of contract administration, including invoicing for Services, and status reporting;
- Facilitating meetings and conferences between the County and the Engineer's staff when scheduled or requested by the County;
- Communicating among and between the County and the Engineer's staff;
- Promptly responding to the County's Project Manager when consulted in writing with respect to Service deviation and necessary documentation;
- Identifying and providing the County with written notice immediately after the Engineer becomes aware of any issue that may threaten the delivery of Services in the manner contemplated by this Agreement; and
- Ensuring that adequate quality assurance procedures are in place for the performance of Services.

The Engineer's Point of Contact is

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: (    ) \_\_\_\_\_  
Email: \_\_\_\_\_

### **6.3 Legal Notices**

Any notice, consent or other formal communication required or contemplated by this Agreement shall be in writing and shall be delivered in person, by U.S. mail, by overnight courier, or by electronic mail to the intended recipient at the address set forth below:

<b>For the County:</b>	<b>Dept:</b>	<b>For the Engineer</b>
<b>Sampson County Attorney</b>		
<b>406 County Complex Rd. Bldg. C</b>		
<b>Clinton, NC 28328</b>		
<b>Attn: Paul Allen</b>	<b>Attn:</b> _____	<b>Attn:</b> _____
<b>Phone: 910 592-6308 ext. 2271</b>	<b>Phone:</b> _____	<b>Phone:</b> _____
<b>paul.allen@sampsoncountync.gov</b>	<b>Email:</b> _____	<b>Email:</b> _____

Notice shall be effective upon the date of receipt by the intended recipient, provided that any notice that is sent by electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

## **ARTICLE 7 - COMPENSATION AND PAYMENTS**

### **7.1 Lump Sum Fees**

Engineer shall be compensated on a lump sum basis for each separately issued Task Order for the services listed in this Agreement using rates contained in the fee schedules in Exhibit C and D.

Owner may withhold 10% retainage until the successful completion of each phase.

### **7.2 Allowance for Additional Services**

Additional services shall be performed by the Engineer only after **written** instructions to do so are received from the County's Project Manager. Compensation for additional services performed shall be in accordance with Section 7.1. For large projects, the Engineer may be required to develop a schedule of work and schedule of payments by which compensation may be paid.

### 7.3 ***Invoices***

Payment of the fees provided for under this Agreement will be made to the Engineer upon equal monthly invoices for each individual project as stated in Exhibit "A". Payments will be made within 30 calendar days of the date of receipt of a correct payment request. A correct payment request is defined as an invoice that indicates only those work items that have been satisfactorily completed and accepted by the County. Hourly basis fees and reimbursable expenses shall be itemized on each invoice.

### 7.4 ***Accounting and Auditing***

The Engineer shall maintain complete and accurate records, using Generally Accepted Accounting Practices (GAAP), of all costs related to this Agreement. Such records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments, or claims submitted by the Engineer or any of his payees in connection with this Agreement. Records subject to examination will include, but are not limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement.

For the purpose of such inspections, the County's agent or authorized representative shall have access to said records from the Effective Date of this Agreement, for the duration of the Services, and until three (3) years after the date of final payment by the County to the Engineer pursuant to this Agreement.

The County's agent or authorized representative shall have access to the Engineer's facilities and shall be provided an adequate and appropriate work place, in order to conduct audits in compliance with this Article. The County will give the Engineer reasonable advance notice of planned inspections. If, as the result of an audit hereunder, the Engineer is determined to have charged the County for amounts that are not allocable or verifiable, the Engineer shall reimburse the County for said amount within thirty (30) days.

## **ARTICLE 8 - ITEMS TO BE FURNISHED BY THE COUNTY**

At the request of the Engineer and in connection with providing the services, the County will furnish documents and plans in its possession for each project. All other documents or plans shall be the responsibility of the Engineer.

## **ARTICLE 9 – INSURANCE**

The Engineer shall purchase and maintain during the life of this Agreement with an insurance company acceptable to the County and authorized to do business in the State of North Carolina the following insurance:

### **9.1 *Automobile Liability***

Automobile Liability \$100,000 Bodily Injury per Person / \$300,000 Bodily Injury per Accident / \$50,000 Property Damage per Accident or, \$300,000 Automobile Liability Combined Single Limit Bodily and Property Damage

### **9.2 *Commercial General Liability***

Bodily injury and property damage liability as shall protect the Engineer and any subcontractor performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement whether such operations are performed by Engineer, any subcontractor or any person directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operation, personal injury liability and contractual liability assumed under the indemnity provision of this Agreement.

### **9.3 *Workers' Compensation Insurance***

Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

### **9.4 *Professional Liability Insurance***

In an amount of not less than \$1,000,000 each claim and \$1,000,000 aggregate.

The County shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Engineer and/or subconsultant providing such insurance.

The County of Sampson shall be named as additional insured under the commercial general liability insurance for operations and services rendered under this Agreement. Certificates of all required insurance shall be furnished to the County and shall contain the provision that the County will be given 30-day written notice of any intent to reduce coverage in any manner or to any extent, or to terminate by either the insured or the insuring company.

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If any part of the work under this Agreement is sublet, the subconsultant shall be required to meet all insurance requirements set forth in this Agreement. Nothing contained herein shall relieve the Engineer from meeting all insurance requirements or otherwise being responsible for the subconsultant.

#### **ARTICLE 10 - QUALITY CONTROL PROGRAM**

The Engineer shall establish and follow a quality control program throughout the term of this Agreement. The Quality Control Program will identify review personnel and describe the procedures to be used to verify, to independently check, and to review all drawings, reports, designs, specifications and other documentation prepared, as well as any function, activity, or task as part of this Agreement. The Quality Control Program will specify the manner for documenting the check and review processes, for recording required procedures, and for verifying work activities. It will provide for internal reviews and will detail the frequency and types of reviews to be conducted for the specific job to ensure compliance with quality standards. Within 30 days after receiving a notice to proceed, the Engineer shall submit a written Quality Control Program, to address all quality assurance/quality control issues in connection with the Project, for review and approval by the County's Project Manager.

Throughout the project development, the Engineer will maintain quality control procedures as covered in the approved Quality Control Program and documentation of the Engineer's internal design reviews for inspection by the County's Project Manager. The County's Project Manager will have the option to review planning and design documents in the Engineer's office periodically to verify that proper quality control procedures are employed in the development process.

#### **ARTICLE 11 - OWNERSHIP AND USE OF WORK PRODUCT**

The County shall own title to any and all intellectual property rights in and to all documents, reports, specifications, designs, developments, computations, and other materials prepared, obtained or delivered under the terms of this Agreement (collectively the "Deliverables"). The County may use, transfer, copy and distribute the Deliverables without restriction or limitation. The County accepts responsibility for any changes made by the County to these Deliverables after final submittal by the Engineer.

##### **11.1 *Ownership***

The County acknowledges that the Deliverables are instruments of professional service. The County acknowledges and agrees that the Engineer may retain one copy of each Deliverable and use the Deliverable solely for its internal general reference.

## 11.2 ***Modification or Reuse Risk***

Any modification or reuse of the Deliverables by the County without the involvement of the Engineer shall be at the sole risk of the County.

## **ARTICLE 12 - TERMINATION**

### 12.1 ***Termination for Convenience***

The County may terminate this Agreement for any reason by giving written notice of termination at least thirty (30) days before the date of termination. The notice shall specify the date upon which such termination becomes effective and the County shall pay the Engineer for Services rendered prior to the effective date of termination.

### 12.2 ***Termination for Default***

By giving written notice, either party may terminate this Agreement upon the occurrence of one or more of the following events, each of which constitute a non-exclusive Event of Default under this Agreement:

- a. The other party violates or fails to perform any covenant, provision, obligation, term, or condition contained in this Agreement, provided that, unless otherwise provided in this Agreement, such failure or violation shall not be cause for termination if the defaulting party cures such default (if the default is susceptible to cure) within thirty (30) days of receipt of written notice of default from the other party.
- b. The Engineer takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

Any notice of default shall state the party's intent to terminate this Agreement if the default is not cured within a specified time period.

### 12.3 ***Additional Grounds for Termination by the County***

The County may terminate this Agreement immediately by written notice to the Engineer upon the occurrence of one or more of the following events each of which shall also constitute a non-exclusive Event of Default:

- a. The other party makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, the Engineer's Proposal, or any covenant, agreement, obligation, term, or condition contained in this Agreement; or

- b. The Engineer ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of the other party's assets or properties.
- c. The Consultant takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

#### **12.4 *Obligations Upon Expiration Or Termination***

Upon expiration or termination of the Agreement, the Engineer shall promptly provide or return to the County:

- a. All Deliverables, in whatever form;
- b. Documentation showing the percentage of completion of matters covered by this Agreement and setting forth progress in developing the Deliverables to the date of termination; and
- c. All equipment, materials, documents, or data, whether in written, graphic, machine readable or other form, supplied by the County in connection with this Agreement, in as good condition as when delivered, reasonable wear and tear excepted.

Upon the request of the County, the Engineer agrees to provide reasonable assistance and cooperation to the County and County contractors for a period of up to twelve (12) months after expiration or termination of this Agreement at its then-current rates.

#### **12.5 *No Effect On Taxes, Fees, Charges Or Reports***

Any termination of this Agreement shall not relieve the Engineer of the obligation to pay any fees, taxes, or other charges then due to the County, nor relieve the Engineer of the obligation to file any daily, monthly, quarterly, or annual reports covering the period to termination nor relieve the Engineer from any claim for damages previously accrued or then accruing against the Engineer.

#### **12.6 *Substitute Performance***

In the event the Engineer fails to perform any part of the Scope of Services within the time frame set forth in this Agreement without good cause, then, without limiting any other remedies available to the County, the County may take either or both of the following actions:

- a. Employ such means as it may deem advisable and appropriate to continue work until the matter is resolved and the Engineer is again able to carry out operations under this Agreement; and
- b. Deduct any and all operating expenses incurred by the County from any money then due or to become due the Engineer and, should the County's cost of continuing the operation exceed the amount due the Engineer, collect the amount due from the Engineer.

**12.7 *Cancellation Of Orders And Subcontracts***

In the event this Agreement is terminated by the County for any reason, the Engineer shall upon the effective date of termination (unless the County's notice of termination directs otherwise), immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts which are chargeable to this Agreement. As soon as reasonable after receipt of notice of termination, the Engineer shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.

**12.8 *Authority to Terminate***

The County Manager, or his designee, will have authority to terminate this Agreement on behalf of the County.

**ARTICLE 13 - COVENANTS AND REPRESENTATIONS**

- 13.1 The Engineer covenants and represents that it shall exercise a customary degree of care and diligence in performing all services under this Agreement. The Engineer shall render services under this Agreement in accordance with the customary professional standards prevailing in the Sampson County area.
- 13.2 The Engineer further covenants and represents that (i) the services performed by it under this Agreement do not violate any contracts with third parties or any third party rights in any patent, trademark, copyright, trade secret or similar right, (ii) that the services performed hereunder shall be performed in a professional manner and by qualified staff and shall satisfy the requirements set forth in this Agreement, and (iii) that it has sufficient expertise and resources to perform under this Agreement.
- 13.3 The Engineer further represents and covenants that:
  - a. It is validly existing and in good standing under the laws of North Carolina;
  - b. It has all the requisite power and/or authority to execute, deliver and perform its obligations under this Agreement;

- c. The execution, delivery, and performance of this Agreement have been duly authorized by the Engineer;
- d. No approval, authorization, or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Agreement; and
- e. In connection with its obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses.

13.4 Any defective designs, specifications, plats or surveys furnished by the Engineer and any failure of any services performed by the Engineer to comply with any requirements set forth in this Agreement shall be promptly corrected by the Engineer at no cost to the County. The County's approval, acceptance, use of, or payment for all or any part of the Engineer's services or of the Project itself in no way alter the Engineer's obligations or the County's rights under this Agreement.

13.5 Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

13.6 Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

13.7 Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

#### **ARTICLE 14 - INDEMNIFICATION**

To the fullest extent permitted by law, the Engineer shall indemnify, and hold harmless the County and the County's officers, agents and employees from and against any and all claims, losses, damages, obligations, liabilities and expenses (including reasonable attorneys' fees and costs of defense) that arise directly or indirectly from:

- 14.1 Any negligent act(s), error(s) or omission(s) or willful misconduct by the Engineer or any of its agents, employees or subcontractors (or any allegations of any of the foregoing), including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal; or
- 14.2 Any claims by any persons or entities supplying labor or material to the Engineer in connection with the performance of the Engineer's obligations under this Agreement ("Labor and Material Claims").

#### **ARTICLE 15 - GENERAL COMPLIANCE WITH LAWS**

The Engineer shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services provided herein. If, due to conflicts between two or more such ordinances, statutes, laws, rules, and regulations (the "Regulations") the Engineer is unable to comply with such Regulations, the Engineer shall exercise usual and customary professional care in complying with such conflicting Regulations.

The Engineer further agrees that it will at all times during the term of this Agreement be in compliance with all applicable Federal, State and/or local laws regarding employment practices. Such laws include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FSLA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and all Occupational Safety and Health Administration (OSHA) regulations applicable to the work.

#### **ARTICLE 16 - IRAN DIVESTMENT ACT**

Engineer certifies that they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. 143C-6A-6(a).) It is each engineer's responsibility to monitor its compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

#### **ARTICLE 17 - DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL**

The Engineer certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

#### **ARTICLE 18 - GOOD STANDING WITH COUNTY**

Engineer certifies that it is not delinquent on any taxes, fees, or other debt owed by Engineer to County. Engineer covenants and agrees to remain current on any taxes, fees, or other debt owed by Engineer to County during the Term of this Contract.

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## **ARTICLE 19 - DRUG FREE WORKPLACE REQUIREMENT**

The Engineer shall provide a drug-free workplace during the performance of this Agreement. This obligation is met by:

- a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Engineer's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Engineer's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- c. Notifying each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined in this ARTICLE and (ii) notify the Engineer of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;
- d. Notifying the County within ten (10) days after receiving from an employee a notice of a criminal drug statute conviction or after otherwise receiving actual notice of such conviction, unless otherwise forbidden to communicate such information to third parties under the Engineer's drug-free awareness program or other restrictions;
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of drug crime
- f. Making a good faith effort to continue to maintain a drug-free workplace for employees; and
- g. Requiring any party to which it subcontracts any portion of the work under the Agreement to comply with the provisions above.

If the Engineer is an individual, the requirement is met by not engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance.

Failure to comply with the above drug-free workplace requirements during the performance of the Agreement shall be grounds for suspension, termination or debarment.

## **ARTICLE 20- MISCELLANEOUS CONDITIONS**

### **20.1 *Relationship of the Parties***

The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day activities of the

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other; or (ii) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, act for, bind, or otherwise create or assume any obligation on behalf of the other, unless expressly authorized in writing by the County for the performance of specific tasks by the Engineer.

#### **20.2 *Entire Agreement***

This Agreement is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties relative to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations, and proposals (prior agreements), written or oral, except to the extent such prior agreements are incorporated by reference into this Agreement. This Contract, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Contract may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Contract by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

#### **20.3 *Amendment***

No amendment or change to this Agreement shall be valid unless in writing and signed by both parties to this Agreement.

#### **20.4 *Governing Law and Jurisdiction***

The parties acknowledge that this Agreement is made and entered into in Sampson County, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all rights, obligations, duties, and liabilities of the parties to this Agreement, and that North Carolina law shall govern interpretation of this Agreement and any other matters relating to this Agreement.

#### **20.5 *Binding Nature and Assignment***

This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.

## 20.6 ***Delays and Extensions***

Reasonable extensions of time for unforeseen or unavoidable delays may be made by mutual consent of the parties involved.

## 20.7 ***Force Majeure***

Neither party shall be liable for any failure or delay in the performance of its obligation pursuant to the Contracts, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

- a. If such failure or delay could not have been prevented by reasonable precautions;
- b. If such failure or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- c. If and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event, which satisfies all of the conditions set forth above, shall be referred to as a "Force Majeure Event". Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations, which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, County shall have the right to terminate the Contract(s) by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision.

## 20.8 ***Severability***

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the

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Agreement so long as the material purposes of the Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

**20.9 *Approvals***

All approvals or consents required under this Agreement must be in writing. Electronic documents shall have the same validity as physical documents.

**20.10 *Waiver***

No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.

**20.11 *Taxes***

The Engineer shall pay all applicable Federal, State and local taxes that may be chargeable against the performance of the Services.

**20.12 *Change in Control***

In the event of a change in "Control" of the Engineer (as defined below), the County shall have the option of terminating this Agreement by written notice to the Engineer. The Engineer shall notify the County within ten (10) days of the occurrence of a change in control. As used in this Agreement, the term "Control" shall mean the possession, direct or indirect, of either:

- a. The ownership of or ability to direct the voting of, as the case may be, fifty-one percent (51%) or more of the equity interests, value or voting power in the Engineer; or
- b. The power to direct or cause the direction of the management and policies of the Engineer whether through the ownership of voting securities, by contract or otherwise.

**20.13 *Assignment***

This Agreement shall not be assigned or subcontracted without the written approval of the County.

**20.14 *County Not Liable for Delays***

Except as expressly provided in this Agreement, the County shall not be liable to the Engineer, its agents, representatives or subconsultants for or on account of any stoppages or delay in the performance of any obligations of the County.

**20.15 *Survival of Terms***

All warranties, covenants, and representations contained within this contract and all applicable work authorizations, if any, shall continue in full force and effect for three (3) years after the execution and delivery of the final product, act, or service taken in furtherance of this contract. Survivability shall not be impacted, or otherwise shall not be rendered null or void, by the termination or natural expiration of this contract or other applicable work undertaken in furtherance of this contract.

**20.16 *Endorsement of Documents***

The Engineer shall sign and seal, or shall cause to be signed and sealed, with the appropriate North Carolina Professional Seal, all plans, specifications, calculations, reports, plats, and construction documents prepared by the Engineer under this Agreement.

**20.17 *Reliance on County-Furnished Information***

In response to reasonable requests by the Engineer, the County will endeavor to provide to the Engineer all information in the possession of Sampson County reasonably related to the Scope of Services. Except as otherwise expressly stated herein, the Engineer may reasonably rely upon the accuracy, timeliness and completeness of such information provided by the County, unless the Engineer knew or should have known that such information was not timely, accurate or complete.

**20.18 *Access to Facilities***

The County will make its facilities reasonably accessible to the Engineer as required for the Engineer's performance of its services under this Agreement.

**20.19 *Advertisements, Permits and Access***

Except as expressly stated herein, the County will obtain, arrange, and pay for all advertisements for bids, permits and licenses required by applicable law, and all land, easements and access thereto necessary for the Engineer to perform its services under this Agreement.

**20.20 *Compliance***

The Consultant will ensure that all work products are in compliance with all applicable laws, regulations, grant obligations and assurances, orders, circulars, criteria, or other related documents that may apply to the County.

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20.21 **Venue and Forum Selection.** The Parties expressly agree that if litigation is brought in connection with this contract and (1) the litigation proceeds in the Courts of the State of North Carolina, the parties agree that the appropriate venue shall be in Sampson County (District 4a); or (2) the litigation proceeds in a federal court, the parties agree that the appropriate venue shall be the United States District Court for the Eastern District of North Carolina.

20.22 **E-Verify**

As a condition of payment for services rendered under this agreement, Consultant shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Consultant provides the services to the County utilizing a subcontractor, Consultant shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Consultant shall verify, by affidavit, compliance of the terms of this section upon request by the County.

20.23 **Annual Appropriations and Funding**

This Agreement may be subject to the annual appropriation of funds by the Sampson County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.

**IN WITNESS WHEREOF**, the parties hereto have entered into and executed this Agreement as of the day and year first written above.

**COUNTY OF SAMPSON**

**FIRM NAME**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

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Finance Officer

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Date:

**EXHIBIT A**  
**BASIC SERVICES**

**EXHIBIT B**  
**ORGANIZATIONAL CHART**

**EXHIBIT C**  
**FEE SCHEDULE**

**EXHIBIT D**  
**REIMBURSABLE EXPENSES**