



**Finance and Administrative Services Department –
Purchasing Division**

RFQ #367-OC5464

**Request for Qualifications to
Provide Professional Geotechnical Services**

Lake Orange Intake Tower Replacement Project

Orange County, North Carolina

Date of Issue: October 27, 2025

**Proposal Opening Date: November 21, 2025
At 2:00 P.M. ET**

Direct all inquiries concerning this RFQ to:

Jovana Amaro

Finance Manager-Purchasing

Phone: 919-245-2651

Email: finance-purchasing@orangecountync.gov

Electronic responses ONLY will be accepted for this solicitation.

1. Purpose:

Orange County, North Carolina is releasing this Request for Qualifications (hereafter 'RFQ') seeking responses from qualified Providers to provide professional services to Orange County (hereafter 'County') for the Lake Orange Intake Tower Replacement Project, hereinafter referred to as "the Project". Geotechnical investigations are required to support the engineering design of the planned replacement of the existing intake tower. The engineering design for the Project is currently contracted and ongoing with the Engineer (Schnabel Engineering South, PC). The new intake tower will be located in roughly the same location as the existing intake tower and will be integrated into the existing 48-inch RCP barrel/outlet pipe which passes through the earthen dam.

The available budget for the scope of professional services as described in this RFQ (i.e., Geotechnical Investigations) is approximately \$100,000. Construction costs for the intake tower replacement are expected to exceed \$500,000.

2. Background:

The Lake Orange Dam (hereafter "the Dam") is located at 1221 Lake Orange Road in Hillsborough, North Carolina. The Dam was constructed in the late 1960s via an earthen berm and concrete spillway/channel across the East Fork of the Eno River so as to create Lake Orange, a +/-150-acre surface water impoundment located within the Neuse River basin. The primary uses of Lake Orange are public water supply and maintenance of minimum dry weather flows in the East Fork of the Eno River. Limited recreational activities on Lake Orange are permitted as secondary uses. Lake Orange has a normal pool elevation of 615-ft (MSL) and has a drainage area of approximately 5,850 acres. The Dam structural height is approximately 40-feet with a normal pool freeboard of approximately 15-feet. The Dam crest length is approximately 1,100-feet and the Dam crest width is approximately 16-feet. The original construction of the Dam was funded via issuance of County bonds. The County is the current owner and operator of Lake Orange and the Dam. See Exhibit A for site location, driving directions and site photographs of existing conditions along the existing intake tower.

The Lake Orange reservoir is classified by the North Carolina Department of Environmental Quality (NCDEQ) as Water Supply II – Undeveloped (WS-II) surface waters, with additional NCDEQ classifications as High Quality Waters (HQW) and Nutrient Sensitive Waters (NSW). Descriptions of North Carolina surface water classifications are viewable online at: <https://deq.nc.gov/about/divisions/water-resources/planning/classification-standards>.

In 2011, the NCDEQ classified the Dam as a Class C (High Hazard) dam, as defined in 15A NCAC 2K.0105 (Classification of Dams). The High Hazard classification of the Dam warrants that any/all proposed repairs or alterations to the Dam be reviewed and approved by NCDEQ prior to construction, as defined in 15A NCAC 02K.0201 (Obtaining Approval for Dam Construction, Repair, or Removal). The NCDEQ tracking number for the Dam is ORANG-005.

3. Scope of Services:

The scope of services generally consists of the following elements. Individual elements as shown below may or may not be awarded and contracted, based on available budget:

A. Intake Tower Replacement Project and Geotechnical Needs

The existing intake tower is original to the 1967-1968 construction of Lake Orange and has surpassed its useful design life. The Project will include but will not be limited to: a water control plan (e.g., an engineered temporary coffer dam or Owner-approved equal), demolition of the existing intake tower, construction of a new reinforced concrete intake tower – constructed in-situ – with all appurtenances, including but not limited to a tower security/intruder prevention gate, a pedestrian access walkway/bridge, site access safety measures inclusive of OSHA-compliant handrails, a primary lake drain gate/valve, a primary tower drain gate/valve, three (3) intermediate lake level control gates/valves, manual and/or automated drain gate/valve actuators, a lake level monitoring device (ultrasonic level gauge or Owner-approved equal), a permanent rain gauge, OSHA-compliant tower access manway(s) and fixed interior access ladder(s), programming and integration of applicable appurtenances to the County's existing Supervisory Control and Data Acquisition (SCADA) system, erosion and sedimentation control measures, and site restoration. No traffic control or site perimeter security measures will be required, as the existing intake tower is fully contained within County property.

The services requested in this RFQ are specific to geotechnical exploration to better characterize the subsurface conditions (depth to rock and stiffness of overburden soils) around the existing intake tower to aid in the design of the replacement intake tower and a temporary cofferdam for the construction of the replacement intake tower. The drilling will also include a boring in the dam crest to provide soils data for the evaluation of construction loads on the dam and to install an open-standpipe piezometer with a flush-mount cover that is rated for traffic loads.

NOTE: The ideal Provider should have professional experience with barge or boat based geotechnical drilling operations and experience or familiarity performing geotechnical investigations associated with Class C (High Hazard) dams.

B. Detailed Scope - Geotechnical Investigation:

The successful Provider, once contracted with the County, will be required to deliver the following general scope of work, on time and within available budget:

1. Location of onsite utilities in the vicinity of the intake tower via locate ticket submittal to the public utility locator (i.e., NC811), prior to drilling.
2. Drilling management and observation with soil and rock core sampling, logging, and laboratory tracking/testing. During the project, all work areas shall be kept in a neat and orderly manner. All discarded items shall be placed immediately into heavy duty trash bags and removed from the site on a daily basis. Absolutely no litter shall be discarded at the site. At the completion of drilling,

all scrap or abandoned equipment, materials, and/or supplies of any nature generated by the Provider shall be removed from the site. Backfilling of borings/holes shall be accomplished in the presence of the Engineer unless the Subcontractor is advised otherwise.

3. Subsurface geotechnical exploration in support of the water control plan and intake tower replacement design. A total of five (5) borings is requested; four (4) of which are located within the reservoir body, and one (1) of which is located on crest of the earthen dam near the intake tower. The borings located within the reservoir will require barge or boat-based drilling operations and must be backfilled by pumping the hole dry and grouting up to the depth of the mudline. The single boring located on the earthen dam will be converted to a 2-inch diameter Schedule 40 PVC open standpipe piezometer with traffic rated flush-mounted surface cover installed in the boring. See Exhibit D for boring locations and depths.
4. Direct coordination with the Engineer for observation of drilling operations and Engineer evaluation and selection of drilling samples for laboratory testing. Soil laboratory testing will be performed in coordination with the Engineer subsequent to completion of the drilling efforts and a summary report will be provided to the Owner by the Engineer (under separate contract).
5. The soil testing will generally consist of moisture content, gradations, and plasticity testing. Rock core collections will be subject to RQD (Rock Quality Designation) methodology per ASTM D6032. The actual quantities and type of laboratory tests will be determined by the Engineer based on the findings and obtained soil samples from the geotechnical exploration performed by the Provider. For budgeting purposes, we have assumed the following minimum tests for the obtained soil samples:
 - 15 Moisture Content (ASTM D2216)
 - 10 Atterberg Limits (ASTM D4318)
 - 10 Gradation plus Hydrometer (ASTM D422 & D7928)
6. The successful Provider will coordinate with the County Engineer and the Engineer on the Project. The County Manager shall have final authority on all decisions relative to the Project, contingent on the Board of County Commissioners' approval.

OWNER'S RESPONSIBILITIES:

1. Provide access to and reproduction of all pertinent records maintained by the County.
2. Payment of all associated permit fees.
3. Provide direction with regard to fundamental Project objectives.
4. Provide detailed specifications for drilling operations to the Provider as part of the impending contract between the Provider and the Owner. Specifications will include, but not be limited to: number of soil samples, amount of rock coring, packer testing, sample preservation and handling, sample disposition, etc.
5. General review of all materials submitted.

6. Designate a county representative to interface with citizens and press and coordinate any public relation issues (i.e., County Engineer).
7. Timely responses to questions from Provider.
8. Timely processing for payment, all properly submitted and documented Applications for Payment.

PROJECT TIMELINE:

1. Completion of Geotechnical Investigations and delivery of collected samples to the Engineer for laboratory testing:

AS SOON AS POSSIBLE. Time is of the essence so that ongoing engineering design efforts can be finalized. Schedule to be determined by the selected Provider and approved by Orange County.

4. Available Materials:

- Exhibit A – Site Location, Driving Directions, Site Photos
- Exhibit B – Required Orange County Forms
- Exhibit C – Orange County Services Agreement (example template)
- Exhibit D – Boring Location Plan

5. Notice to Providers Regarding RFQ Terms and Conditions

It shall be the Provider's responsibility to read the instructions, Orange County's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFQ and comply with all requirements and specifications herein. Providers also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFQ.

If Providers have questions, issues, or exceptions regarding any term, condition, or other component within this RFQ, those must be submitted as questions in accordance with the instructions in Section 5.2 PROPOSAL QUESTIONS. If Orange County determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFQ addendum.

Orange County reserves the right to reject any or all submittals, to waive minor informalities and to make such selection deemed in its best interest.

Minority Bidders: Orange County encourages all businesses, including minority, and women owned businesses to respond to all RFPs, ITBs, and RFQs.

The Provider will be required to use the County standard service contract. A sample contract is included.

5.1 RFQ Schedule

The table below shows the intended schedule for this RFQ. Orange County will make every effort to adhere to this schedule. All times listed in this RFQ are Eastern Standard Time (EST).

Event	Responsibility	Date (Time)
Issue RFQ	Orange County	Monday – October 27, 2025
Mandatory Site Visit	Provider	Wednesday – November 5, 2025 (10:00 AM)
Written Questions	Provider	Wednesday – November 12, 2025 (3:00 PM)
Responses to Questions	Orange County	Friday – November 14, 2025 (5:00 PM)
Submit Proposals	Provider	Friday – November 21, 2025 (2:00 PM)
Onsite Presentation	Orange County	TBD
Contract Award	Orange County	TBD

Mandatory Site Visit

Date: 11/5/2025

Time: 10:00 AM – 12:00 PM (weather permitting)

Instructions: Providers are URGED and CAUTIONED to visit the Dam site and apprise themselves of the existing conditions and requirements which will affect the performance of the services called for by this RFQ. **A mandatory site visit is scheduled for 10:00 AM on November 5, 2025 – located at 1221 Lake Orange Road, Cedar Grove, NC 27278.** Submission of a proposal shall constitute sufficient evidence of this compliance, and no allowance will be made for unreported conditions which a prudent Provider would recognize as affecting the performance of the work called for in this RFQ. Providers are cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the site referenced above, and which conflicts with, supersedes, or adds to requirements in this RFQ, must be confirmed by written addendum before it can be considered to be a part of this RFQ. The mandatory site visit will be led by Christopher J. Sandt, P.E., County Engineer.

5.2 Proposal Questions

Upon review of the RFQ documents and after the mandatory site visit, Providers may have questions to clarify or interpret the RFQ in order to submit the best proposal possible. To accommodate the Proposal Questions process, Providers shall submit any such questions by the due date within the RFQ Schedule.

Written questions shall be emailed to finance-purchasing@orangecountync.gov

by the date and time specified within the RFQ Schedule. Providers should enter “**RFQ #367-OC5464: Questions**” as the subject for the email. Questions submittals should include a reference to the applicable RFQ section. Answers to these questions and any additional terms deemed necessary by Orange County will be posted in the form of an addendum to the Orange County website.

5.3 Proposal Submittal

IMPORTANT NOTE: This is an absolute requirement. The provider shall bear the risk of late submission due to unintended or unanticipated delay. Any proposal submitted after the proposal deadline will be rejected.

Providers should enter “**RFQ No 367-OC5464: (Company’s Name) – Proposal to Provide Professional Geotechnical Services – Lake Orange Intake Tower Replacement Project**” as the subject for the email. Electronic (PDF Format) submittals should be less than 15MB in size and submitted by **2:00 p.m. EST on November 21, 2025**. Electronic submittals shall be emailed to Jovana Amaro, Finance Manager-Purchasing at finance-purchasing@orangecountync.gov.

Critical updated information may be included in Addenda to this RFQ. It is important that all firms proposing on this RFQ periodically check the Orange County’s website <https://www.orangecountync.gov/bids.aspx> for any Addenda that may be issued prior to the bid opening date. All Providers shall be deemed to have read and understood all information in this RFQ and all Addenda thereto.

6. Proposal Contents:

Providers shall populate all attachments of this RFQ that require the Provider to provide information and include an authorized signature where requested. Provider’s submittals shall include the following items and those attachments should be arranged in the following order:

1. A cover letter identifying the Provider, or Providers proposed for a team approach for the Project. The cover letter must include the regional office location(s) for the Provider, or Providers proposed. (Maximum of 2 pages of content, single sided or double sided pages)
2. Qualifications of the Provider. Maximum of 10 pages of content (i.e., 10 single-sided pages or 5 front and back pages), including content items 3 and 4 listed below. Submittals must include a Provider overview and brief description of the Provider’s history. A Project organizational chart and description may be included. Key members of the Project team should be included in the organizational chart. Clearly identify the prime contractor and any sub-contractors, if relevant, and the general roles of each on the Project.
3. An explanation of how the Provider will adhere to the scope of work including a proposed work timeline that appropriately meets the goals of the Project. This narrative should include an explanation of the following:

- a. An indication of your understanding of the Project,
 - b. Descriptions of similar projects that the Provider has completed that involved Class C (High Hazard) dams or lakes/reservoirs physically located in North Carolina.
4. Identification of the roles and responsibilities of all Project team members with the Provider including:
 - a. Team organization including an identification of the lead Provider and Project Manager, key personnel that will be working on the Project, the role of any proposed sub-contractors, etc.
 - b. The submittal should include the names, office locations, professional license numbers (if applicable) and general roles of the Project team members, inclusive of any proposed sub-contractors.
 - c. A description of the current workload for identified individuals.
5. A minimum of three references for similar projects (Maximum of 10 pages of content (i.e., 10 single-sided pages or 5 front and back pages) including:
 - a. The name and date of the Project,
 - b. The location of the client, and
 - c. A contact name including relevant contact information.
 - d. At least one of these references should be able to describe the proposed Project Manager's experience and qualifications.
6. Other factors that may be relevant to the Project, including but not limited to innovative and/or efficient methods for performing the required geotechnical borings
7. Evidence of lead Provider's professional liability insurance (\$1,000,000/\$2,000,000) and the ability of the lead Provider to meet the "Standard Risk Profile" of the Orange County Minimum Insurance Coverage Requirements. Lead Providers must cite in their response any and all claims that have been filed against the professional liability insurance carried by the lead Provider within the last five (5) years. Prior to contract execution, lead Provider shall obtain, at its sole expense, Professional Liability Insurance, Commercial General Liability Insurance, Automobile Insurance, and Workers' Compensation Insurance as described in the Orange County Risk Transfer Policy and Orange County Minimum Insurance Coverage Requirements (each document is incorporated herein by reference and available at:
http://www.orangecountync.gov/departments/purchasing_division/contracts.php).
8. Acknowledgement of receipt of any addenda.
9. Living Wage: Orange County is committed to providing its employees with a living wage and encourages agencies it funds to pursue the same goal. A copy of Orange County's Living Wage Contractor Policy is included in Exhibit B. Complete the attached Living Wage form and include it with your submittal.

10. E-Verify: HB789 imposes E-Verify requirements on contractors who enter into certain contracts with state agencies and local governments. The legislation specifically prohibits governmental units from entering into certain contracts “unless the contractor and the contractor’s subcontractors comply with the requirements of Article 2 of Chapter 65 of the General Statutes.” (Article 2 of Chapter 65 establishes North Carolina’s E-Verify requirements for private employers.) It is important to note that the verification requirement applies to subcontractors as well as contractors. The new laws specifically prohibit governmental units from entering into contracts with contractors who have not (or their subcontractors have not) complied with E-Verify. Notarize the attached affidavit in Exhibit B and include it with your submittal.
11. Orange County Non-Discrimination Certification form. Complete the attached form in Exhibit B and include it with your submittal.
12. Supplemental Vendor Information: Historically Underutilized Businesses form. Complete the attached form in Exhibit B and include it with your submittal.

Maximum proposal length of 22 physical pages. The page limitation does not include front cover, back cover, section dividers, indexes, tables of contents, or required Orange County forms (see Exhibit B). Proposals may not use less than 12-point Times New Roman font. Other fonts are acceptable, but the size should be no smaller than 12-point.

All submittals, exhibits, responses, attachments, reports, charts, schedules, maps and illustrations shall become the property of Orange County upon receipt. PDF files should include bookmarks that link to sections to allow easy document navigation.

7. Evaluation Criteria:

Orange County reserves the unqualified right to reject any and all submittals at any time if such rejection is deemed to be in the best interest of the County. Orange County will review all submittals to confirm that they meet the specifications and requirements of the RFQ. Submittals will generally be evaluated according to completeness, content, and experience with similar projects.

All submittals will be evaluated based on the following criteria. Orange County may establish a short list of candidates and schedule interviews accordingly. The following criteria will be the basis on which Providers will be evaluated (in no particular order):

Evaluation Criteria	Maximum Point Value
1. Appropriate expertise and professional experience with providing geotechnical investigation services on Class C (High Hazard) dams or lakes/reservoirs physically located in North Carolina	40
2. Regional office location(s) conducive allowing the Provider(s) to respond to County requests and/or visit the lake site, respectively	10
3. Past performance of lead consulting Provider, on similar projects	10
4. Adequate/experienced staff and proposed team for the Project	10
5. Current workload and Provider capacity; time is of the essence	15
6. Other factors that may be relevant to the Project, including but not limited to innovative and/or efficient methods for performing the required geotechnical borings	15
Total	100

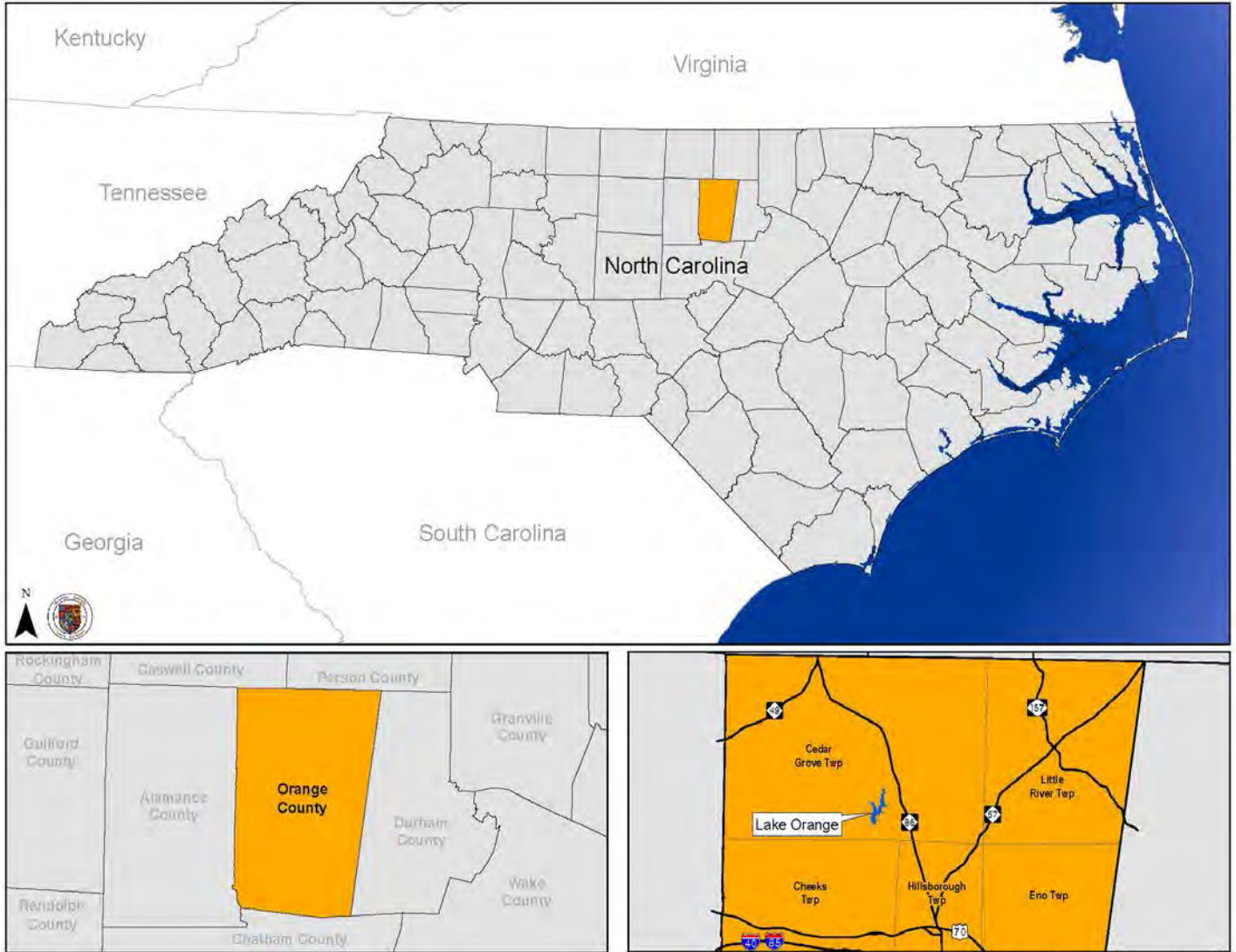
8. Business Registration:

Corporations, LLCs, LLPs, and foreign entities conducting business in North Carolina must maintain an active registration with the NC Secretary of State in order to legally transact business with the County.

9. NC Public Records:

Proprietary information may be submitted as part of the proposal/SOQ. Please clearly mark only the sections or pages that contain proprietary information with the word **“CONFIDENTIAL.”** Information and records submitted to Orange County are governed by the N.C. Public Records Act, as set forth in N.C. General Statutes 132-1, et. seq. Applicants are encouraged to review the applicable Statutes before submitting any information or documentation deemed to be proprietary.

Exhibit A – Project Location and Site Photos



Directions to Lake Orange Dam:

From Downtown Hillsborough: Travel northbound on S. Churton Street (Old NC 86) for approximately 5.6 miles. Take a left (westbound) onto Lake Orange Road. Continue westbound approximately 1.8 miles. The gated entrance to the Lake Orange Dam will be on the right. The site address is 1221 Lake Orange Road, Cedar Grove, NC 27278.

Lake Orange

Aerial Imagery and Site Entrance Gate



SITE ENTRANCE GATE

**1221 LAKE ORANGE ROAD
CEDAR GROVE, NC 27278**

EXISTING INTAKE TOWER



2000 ft





Exhibit B - Required Orange County Forms
(include with submittal)

Section I:	General Government and Administration
Policy 10.0:	Living Wage Contractor Policy
Reviewed by:	County Attorney/County Manager
Approved by:	County Manager
Original Effective Date:	April 21, 2016
Revisions:	August 1, 2016

Policy Statement

It is the policy of Orange County to ensure its employees, and all individuals who provide services for Orange County, are paid a living wage.

Purpose

To encourage all vendors and contractors to pay a living wage to all employees who perform work pursuant to a contract with Orange County.

Applicability

Applies to all Orange County contracts and purchases.

Policy

10.1 Living Wage

10.1.1 Orange County is committed to providing its employees with a living wage and encourages all contractors and vendors doing business with Orange County to pursue the same goal. Orange County's living wage is as reflected in the adopted Orange County Budget and as that budget document is amended from time to time. To the extent possible, Orange County recommends that contractors and vendors seeking to do business with Orange County provide a living wage to their employees.

10.1.2 Prior to final execution of a contract with Orange County all contractors and vendors seeking to do business with Orange County shall submit to the County's representative a statement indicating whether those employees who will perform work on the Orange County contract are paid at least the living wage amount set out above. If such employees do not make at least the living wage amount set out above the contractor or vendor shall indicate in the statement the actual amount paid to such employees. For bid projects this statement should be submitted as part of the bid packet.

This policy may be reviewed annually and updated as needed by the Manager's Office

Acknowledged Receipt by: _____

Company Name: _____

Date: _____

STATE OF NORTH CAROLINA

AFFIDAVIT

ORANGE COUNTY

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

- 1. Employer 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 NCGS §64-25(5).
- 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
- 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
- 4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This ____ day of _____, 20__.

Signature of Affiant
Print or Type Name: _____

State of North Carolina, _____ County

Signed and sworn to (or affirmed) before me, this the ____
day of _____, 20__.

My Commission Expires:

Notary Public

||
||
(Affix Official/Notarial Seal)

Chapter 12 Civil Rights.

Sections 12-23 – 12-49 Reserved.

AN ORDINANCE PROHIBITING DISCRIMINATION THROUGHOUT ORANGE COUNTY

Sec. 12-50. - Title.

This Ordinance shall be known and may be cited as the Orange County Non-Discrimination Ordinance.

Sec. 12-51. – Policy and Severability.

- (a) It is the policy of Orange County not to enter into a contract with any business, company, or firm that has discriminated in the solicitation, selection, hiring or treatment of vendors, suppliers, subcontractors or commercial customers against a Protected Class, or on the basis of any otherwise unlawful use of individual or personal characteristics regarding such vendor's, suppliers, commercial customers, employees, or owners in connection with a county contract or solicitation; provided that nothing in this non-discrimination policy shall prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that has occurred or is occurring in the marketplace.
 1. It is the policy of Orange County that every Orange County created contract and subcontract for goods or services shall contain a non-discrimination clause that prohibits discrimination as that term is defined herein.
- (b) It is further the policy of Orange County that discrimination has no place in Orange County, North Carolina and it is the intent of this ordinance to provide uniform legal protection to individuals in all Protected Classes, making it unlawful for any person to discriminate in housing, public accommodations, and transportation.
- (c) Should any provision of this Ordinance be found to be unconstitutional by a court of law such provision shall be severed from the remainder of the Ordinance and such action shall not affect the enforceability of the remaining provisions of the Ordinance.

Sec. 12-52. - Definitions.

- (a) *Discrimination* means any disadvantage, difference, or distinction in the solicitation, selection, hiring, service to, or treatment of a vendor, supplier, subcontractor, or customer on the basis of Protected Class status or on the basis of any otherwise unlawful use of personal or individual characteristics.
- (b) *Housing* and *public accommodations* have the same common meaning as those terms are defined in the Orange County Civil Rights Ordinance.
- (c) *Person* means any individual, business, or company, regardless of organizational structure, providing for profit goods, facilities, services, accommodations, transportation, or access to the general public.
- (d) *Protected Class* means age (as defined in the Orange County Civil Rights Ordinance), race, ethnicity, color, national origin, religion, creed, sex, sexual orientation, gender, gender identity, gender expression, marital status, familial status, source of income, disability, political affiliation, veteran status, disabled veteran status.
- (e) *Public Accommodation* has the same meaning as that term is defined in the Orange County Civil Rights Ordinance except that for purposes of this Ordinance Public Accommodation includes:
 1. Transportation companies and transportation providers operating company-owned or privately-

owned vehicles providing transportation to the general public; and

2. Private residences providing short-term rentals to members of the general public. A short-term rental means the provision of a room, space, or residential unit that is suitable or intended for occupancy for dwelling, sleeping, or lodging purposes, for a period of fewer than 30 consecutive days, in exchange for a charge for the occupancy.

Sec. 12-53. - Contractor bid requirements.

- (a) All requests for bids or proposals issued for county contracts shall include a certification to be completed by the bidder or proposer in substantially the following form:

The undersigned bidder or proposer hereby certifies and agrees that the following information is correct:

1. In preparing its enclosed bid or proposal, the bidder or proposer has considered all bids and proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in discrimination as defined in Section 12-52 of the Orange County Non-discrimination Ordinance.
2. Without limiting any other remedies that Orange County may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for Orange County to reject the bid or proposal submitted with this certification, and terminate any contract awarded based on such bid or proposal. It shall also subject the bidder or proposer to disqualification from participating in county contracts or bid processes for up to two years.
3. As a condition of contracting with Orange County, the bidder or proposer agrees to promptly provide to Orange County all information and documentation that may be requested by Orange County from time to time regarding the solicitation and selection of suppliers and subcontractors in connection with this solicitation process. Failure to maintain or failure to provide such information constitutes grounds for Orange County to reject the bid or proposal and to terminate, without penalty to Orange County, any contract awarded on such bid or proposal. All such information and documentation shall be maintained for a period of three years after the expiration of the contract.
4. As part of its bid or proposal, the bidder or proposer shall provide to Orange County a list of all instances within the past ten years where a complaint was filed or pending against bidder or proposer in a legal or administrative proceeding alleging that bidder or proposer discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.
5. As a condition of submitting a bid or proposal to Orange County the bidder or proposer agrees to comply with the Orange County Non-discrimination Ordinance. Falsification of this certification shall constitute a violation of the Orange County Non-Discrimination Ordinance and shall be grounds for rejection of the bid or proposal or termination, without fault to Orange County, of a contract.
6. As a condition of submitting a bid or proposal to Orange County the bidder or proposer agrees that Orange County may consider the information submitted as part of this certification in its determination of the responsibility of the bidder or proposer. The bidder or proposer, as the case may be, waives the right to challenge the rejection of a bid or proposal when such rejection is based, in its entirety, on information contained in this certification.

Sec. 12-54. - Prohibited acts.

- (a) It shall be unlawful for any person to deny any person the full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations of a place of public accommodation on the basis of Protected Class status or on the basis of any otherwise unlawful use of individual or personal characteristics.
- (b) It shall be unlawful for any person to make, print, circulate, post, mail or otherwise cause to be published a statement, advertisement, or sign which indicates that the full and equal enjoyment of the transportation, access, goods, services, facilities, privileges, advantages, and accommodations of a place of public accommodation will be refused, withheld from, or denied any person on the basis of Protected Class status or on the basis of any otherwise unlawful use of individual or personal characteristics, or that any person's patronage of or presence at a place of public accommodation is objectionable, unwelcome, unacceptable, or undesirable on the basis of Protected Class status or on the basis of any otherwise unlawful use of individual or personal characteristics; provided, however, this section does not apply to a private club or other establishment not, in fact, open to the public.
- (c) It shall be unlawful for any person to intentionally or knowingly:
 - 1. Perform or attempt to perform any act which directly or indirectly results in an individual's bodily injury or property damage where such act is directed at an individual or a group of individuals because of that person's or that group's perceived or actual Protected Class status or on the basis of any otherwise unlawful use of individual or personal characteristics.
 - 2. Solicit, encourage, compensate, assist, or conspire with another to perform or attempt to perform any act which directly or indirectly results in an individual's bodily injury or property damage where such act is directed at an individual or a group of individuals because of that person's or that group's perceived or actual Protected Class status or on the basis of any otherwise unlawful use of individual or personal characteristics.
- (d) No person shall be found to have violated this Ordinance solely on the basis of the content of any speech or communication used by such person.

Sec. 12-55. Exemptions.

- (a) All applicable exemptions found in Section 12-11 of the Orange County Civil Rights Ordinance related to housing shall apply to alleged violations of Section 12-54 of this Ordinance.

Sec. 12-56. Investigation, Enforcement, and Remedy.

- (a) Sections 12-16 through and including 12-21 of the Orange County Civil Rights Ordinance shall be followed and adhered to during the investigation of any alleged violation of this Ordinance. Any remedies available through said sections of the Orange County Civil Rights Ordinance shall be available hereunder.

ORANGE COUNTY NONDISCRIMINATION CERTIFICATION

The undersigned bidder or proposer hereby certifies and agrees that the following information is correct:

1. In preparing its enclosed bid or proposal, the undersigned bidder or proposer has considered all bids and proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in discrimination as defined in Section 12-52 of the Orange County Non-discrimination Ordinance.

2. Without limiting any other remedies that Orange County may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for Orange County to reject the bid or proposal submitted with this certification, and terminate any contract awarded based on such bid or proposal. It shall also subject the bidder or proposer to disqualification from participating in county contracts or bid processes for up to two years.

3. As a condition of contracting with Orange County, the undersigned bidder or proposer agrees to promptly provide to Orange County all information and documentation that may be requested by Orange County from time to time regarding the solicitation and selection of suppliers and subcontractors in connection with this solicitation process. Failure to maintain or failure to provide such information constitutes grounds for Orange County to reject the bid or proposal and to terminate, without penalty to Orange County, any contract awarded on such bid or proposal. All such information and documentation shall be maintained for a period of three years after the expiration of the contract.

4. As part of its bid or proposal, the undersigned bidder or proposer shall provide to Orange County a list of all instances within the past ten years where a complaint was filed or pending against bidder or proposer in a legal or administrative proceeding alleging that bidder or proposer discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

5. As a condition of submitting a bid or proposal to Orange County the undersigned bidder or proposer agrees to comply with the Orange County Non-discrimination Ordinance. Falsification of this certification shall constitute a violation of the Orange

County Non-Discrimination Ordinance and shall be grounds for rejection of the bid or proposal or termination of an existing contract, without fault or further obligation to Orange County.

6. As a condition of submitting a bid or proposal to Orange County the undersigned bidder or proposer agrees that Orange County may consider the information submitted as part of this certification in its determination of the responsibility of the undersigned bidder or proposer. The undersigned bidder or proposer, as the case may be, waives the right to challenge the rejection of a bid or proposal when such rejection is based, in its entirety, on information submitted as part of this certification.

The bidder or proposer certifies the undersigned has full authority to sign on its behalf.

By: _____

Printed Name and Title

On behalf of _____

Company or Corporate name

Supplemental Vendor Information: HISTORICALLY UNDERUTILIZED BUSINESSES

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the County invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP/RFQ. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330. The Vendor shall respond to question #1 and #2 below.

1) Is Vendor a Historically Underutilized Business? **Yes** **No**

2) Is Vendor Certified with North Carolina as a Historically Underutilized Business? **Yes** **No**

If so, state HUB classification:

Exhibit C - Orange County Services Agreement (example template)

[Departmental Use Only]
TITLE
FY

NORTH CAROLINA

SERVICES AGREEMENT RFP/RFQ

ORANGE COUNTY

This Services Agreement (hereinafter "Agreement"), made and entered into this _____ day of _____, 20____, ("Effective Date") by and between Orange County, North Carolina a political subdivision of the State of North Carolina (hereinafter, the "County") and _____, (hereinafter, the "Provider").

WITNESSETH:

That the County and Provider, for the consideration herein named, do hereby agree as follows:

1. Services

a. Scope of Work.

- i) This Services Agreement ("Agreement") is for services to be rendered by Provider to County with respect to (*insert type of project*):
- ii) By executing this Agreement, the Provider represents and agrees that Provider is qualified to perform and fully capable of performing and providing the services required or necessary under this Agreement in a fully competent, professional and timely manner.
- iii) Time is of the essence with respect to this Agreement.
- iv) The services to be performed under this Agreement consist of Basic Services, as described and designated in Section 3 hereof. Compensation to the Provider for Basic Services under this Agreement shall be as set forth herein.

2. Responsibilities of the Provider

- a. Services to be provided. The Provider shall provide the County with all services required in Section 3 to satisfactorily complete the Project within the time limitations set forth herein and in accordance with the highest professional standards.
- b. Standard of Care.
 - i) The Provider shall exercise reasonable care and diligence in performing services under this Agreement in accordance with the highest generally accepted standards of this type of Provider practice throughout the United States and in accordance with applicable federal, state and local laws and regulations applicable to the performance of these services. Provider is solely responsible for the professional

quality, accuracy and timely completion and submission of all work related to the Basic Services.

- ii) Provider shall be responsible for all errors or omissions of its agents, contractors, employees, or assigns in the performance of the Agreement. Provider shall correct any and all errors, omissions, discrepancies, ambiguities, mistakes or conflicts at no additional cost to the County.
- iii) The Provider shall not, except as otherwise provided for in this Agreement, subcontract the performance of any work under this Agreement without prior written permission of the County. No permission for subcontracting shall create, between the County and the subcontractor, any contract or any other relationship.
- iv) Provider is an independent contractor of County. Any and all employees of the Provider engaged by the Provider in the performance of any work or services required of the Provider under this Agreement, shall be considered employees or agents of the Provider only and not of the County, and any and all claims that may or might arise under any workers compensation or other law or contract on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Provider.
- v) If activities related to the performance of this Agreement require specific licenses, certifications, or related credentials Provider represents that it or its employees, agents and subcontractors engaged in such activities possess such licenses, certifications, or credentials and that such licenses certifications, or credentials are current, active, and not in a state of suspension or revocation.
- vi) Should this Agreement involve project designs, the construction or creation of which is to be bid out or fulfilled by other contractors, and bidding or negotiation with contractors produce prices which, when added to the other elements of the approved total project cost, produce a cost that is in excess of the approved total project cost, the Provider shall participate with the County in negotiation and design adjustments to the extent such are necessary to obtain prices within the approved total project cost. All activity of the Provider with respect to these matters shall constitute Basic Services and shall be performed by the Provider without additional compensation. If negotiation and design adjustments fail to bring costs within the total project cost the County may reject all bids and Provider will redesign or reduce portions of the project in an effort to reduce the bid prices to within the total project cost and rebid the project. One such redesign is included within Basic Services. If this second letting for bids does not produce bids that are within the approved total project cost initially or after negotiations with the contractor the cost is not reduced to an amount within the total project cost, the Provider is not obligated to engage in further redesign.

3. Basic Services

- a. Basic Services.

- i) The Provider shall perform as Basic Services the work and services described herein and as specified in the County’s Request for Proposals or Request for Qualifications (the “RFP”) “RFP Number _____ for “_____” issued _____, 20_____, and the Provider’s proposal, which are fully incorporated and integrated herein by reference together with Attachments _____ (designate all attachments). In the event a term or condition in any referenced document or attachment conflicts with a term or condition of this Agreement the term or condition in this Agreement shall control. Should such conflict arise the priority of documents shall be as follows: This Agreement, the County’s RFP together with attachments, Provider’s Proposal together with attachments.
- ii) The Basic Services will be performed by the Provider in accordance with the following schedule: (Insert milestones task list, dates and fees. If milestones are not established mark N/A under Milestone Task 1.)

<u>Milestone Task</u>	<u>Milestone Date</u>	<u>Milestone Fee</u>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

- iii) Should County reasonably determine that Provider has not met the Milestone Dates established in Section 3(a)(ii), County shall notify Provider of the failure to meet the Milestone Date. The County, at its discretion may provide the Provider seven (7) days to cure the breach. County may withhold the accompanying payment without penalty until such time as Provider cures the breach. In the alternative, upon Provider’s failure to meet any Milestone Date the County may modify the Milestone Date schedule. Should Provider or its representatives fail to cure the breach within seven (7) days, or fail to reasonably agree to such modified schedule, County may immediately terminate this Agreement in writing, without penalty or incurring further obligation to Provider. This section shall not be interpreted to limit the definition of breach to the failure to meet Milestone Dates.

4. Duration of Services

- a. Term. The term of this Agreement shall be from _____ to _____.
- b. Scheduling of Services
 - i) The Provider shall schedule and perform its activities in a timely manner so as to meet the Milestone Dates listed in Section 3.

- ii) Should the County determine that the Provider is behind schedule, it may require the Provider to expedite and accelerate its efforts, including providing additional resources and working overtime, as necessary, to perform its services in accordance with the approved project schedule at no additional cost to the County.
- iii) The Commencement Date for the Provider's Basic Services shall be _____.

5. Compensation

- a. Compensation for Basic Services. Compensation for Basic Services shall include all compensation due the Provider from the County for all services satisfactorily (as determined by the County) performed pursuant to this Agreement. The maximum amount payable for Basic Services is _____ Dollars (\$ _____). In the event the amount stated on an invoice is disputed by the County, the County may withhold payment of all or a portion of the amount stated on an invoice until the parties resolve the dispute. Payment for Basic Services shall become due and payable in direct proportion to satisfactory services performed and work accomplished. Payments will be made as Project milestones as set out in Section 3(a)(ii) are achieved up to the corresponding milestone fee. *(For example, Provider may invoice for the amount listed as the milestone fee corresponding to the first milestone task upon County's acknowledgement of the satisfactory completion of Task one. Upon the County's acknowledgement that the second Task has been satisfactorily completed Provider may invoice for that corresponding milestone fee.)* Milestone fees shall be the maximum amount payable for its corresponding milestone task which shall not be altered except by written amendment.
- b. Additional Services. County shall not be responsible for costs related to any services in addition to the Basic Services performed by Provider unless County requests such additional services in writing and such additional services are evidenced by a written amendment to this Agreement.

6. Responsibilities of the County

- a. Cooperation and Coordination. The County has designated (_____) to act as the County's representative with respect to the Project who shall have the authority to render decisions within guidelines established by the County Manager or the County Board of Commissioners and who shall be available during working hours as often as may be reasonably required to render decisions and to furnish information.

7. Insurance

- a. General Requirements. Provider shall obtain, at its sole expense, Commercial General Liability Insurance, Automobile Insurance, Workers' Compensation Insurance, and any additional insurance as may be required by County's Risk Manager as such insurance requirements are described in the Orange County Risk Transfer Policy and Orange County Minimum Insurance Coverage Requirements (each document is incorporated herein by reference and may be viewed at http://www.orangecountync.gov/departments/purchasing_division/contracts.php.) If

County's Risk Manager determines additional insurance coverage is required such additional insurance shall consist of _____ (if no additional insurance required mark N/A as being not applicable). Provider shall not commence work until such insurance is in effect and certification thereof has been received by the County's Risk Manager.

8. Indemnity

- a. Indemnity. To the extent authorized by North Carolina law the Provider agrees, without limitation, to defend, indemnify and hold harmless the County from all loss, liability, claims or expense, including attorney's fees, arising out of or related to the Project and arising from property damage or bodily injury including death to any person or persons caused in whole or in part by the negligence or misconduct of the Provider except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this provision to require the Provider to indemnify the County to the fullest extent permitted under North Carolina law.

9. Amendments to the Agreement

- a. Changes in Basic Services. Changes in the Basic Services and entitlement to additional compensation or a change in duration of this Agreement shall be made by a written Amendment to this Agreement executed by the County and the Provider. The Provider shall proceed to perform the Services required by the Amendment only after receiving a fully executed Amendment from the County.

10. Termination

- a. Termination for Convenience of the County. This Agreement may be terminated without cause by the County and for its convenience upon seven (7) days prior written notice to the Provider.
- b. Other Termination. The Provider may terminate this Agreement based upon the County's material breach of this Agreement; provided, the County has not taken all reasonable actions to remedy the breach. The Provider shall give the County seven (7) days' prior written notice of its intent to terminate this Agreement for cause. Either party may terminate this Agreement upon notice to the other party that obligations pursuant to this Agreement are made impractical due to declarations of emergency by Orange County or by North Carolina due to events directly impacting Orange County. Both parties shall remain responsible for all payment and performance due up to the receipt of such notice, but shall have no further obligation or responsibility beyond that date provided the terminating party has taken all reasonable steps to complete the performance of its obligations.
- c. Compensation After Termination.
 - i) In the event of termination, the Provider shall be paid that portion of the fees and expenses that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by the County due to errors or omissions of the Provider. Upon request of the County, the Provider shall submit to County all

relevant documentation, including but not limited to, job cost records, to support its claims for final compensation.

- ii) Should this Agreement be terminated, the Provider shall deliver to the County within seven (7) days, at no additional cost, all deliverables including any electronic data or files relating to the Project.
- d. Waiver. The payment of any sums by the County under this Agreement or the failure of the County to require compliance by the Provider with any provisions of this Agreement or the waiver by the County of any breach of this Agreement shall not constitute a waiver of any claim for damages by the County for any breach of this Agreement or a waiver of any other required compliance with this Agreement.
- e. Suspension. County may suspend the Basic Services and this Agreement at any time for County's convenience and without penalty to County upon three (3) days' notice to Provider. Upon any suspension by County, Provider shall discontinue the Basic Services and shall not resume the Basic Services until notified to proceed by County.

11. Additional Provisions

- a. Limitation and Assignment. The County and the Provider each bind themselves, their successors, assigns and legal representatives to the terms of this Agreement. Neither the County nor the Provider shall assign or transfer its interest in this Agreement without the written consent of the other. There are no third-party beneficiaries of this Agreement and nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto (and their respective successors, heirs and permitted assigns), any rights, remedies, or obligations.
- b. Governing Law. This Agreement and the duties, responsibilities, obligations and rights of respective parties hereunder shall be governed by the laws of the State of North Carolina.
- c. Compliance with Laws. Provider shall at all times remain in compliance with all applicable local, state, and federal laws, rules, and regulations including but not limited to all state and federal anti-discrimination laws, policies, rules, and regulations and the Orange County Non-Discrimination Policy and Orange County Living Wage Policy (each Orange County policy is incorporated herein by reference and may be viewed at http://www.orangecountync.gov/departments/purchasing_division/contracts.php.) Any violation of this requirement is a breach of this Agreement and County may immediately terminate this Agreement without further obligation on the part of the County. This paragraph is not intended to limit and does not limit the definition of breach to discrimination. By executing this Agreement Provider affirms that Provider and any subcontractors of Provider are and shall remain in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. By executing this Agreement Provider certifies that Provider has not been identified, and has not utilized the services of any agent or subcontractor identified, on the list created by the State Treasurer pursuant to G.S. 147-86.58. By executing this Agreement Provider certifies that Provider has not been identified, and has not utilized the services of any agent or subcontractor identified, on the list created by the State Treasurer pursuant to G.S. 147-86.81.

- d. Dispute Resolution. Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or non-performance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Orange County, North Carolina. It is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions. Binding arbitration may not be initiated by either Party, however, the Parties may agree to nonbinding mediation of any dispute prior to the bringing of a suit or action.
- e. Entire Agreement. This Agreement, together with the RFP and its attachments and the Proposal and its attachments, represents the entire and integrated agreement between the County and the Provider and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties. Modifications may be evidenced by facsimile signatures.
- f. Severability. If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be valid and binding upon the Parties.
- g. Ownership of Work Product. Should Provider's performance of this Agreement generate documents, items or things that are specific to this Project such documents, items or things shall become the property of the County and may be used on any other project without additional compensation to the Provider. The use of the documents, items or things by the County or by any person or entity for any purpose other than the Project as set forth in this Agreement shall be at the full risk of the County.
- h. Non-Appropriation and Government Action. Provider acknowledges that County is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable or not appropriated for the performance of County's obligations under this Agreement, then this Agreement shall automatically expire without penalty to County immediately upon written notice to Provider of the unavailability or non-appropriation of public funds. It is expressly agreed that County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement.

In the event of a change in the County's statutory authority, mandate or mandated functions, by state or federal legislative or regulatory action, which adversely affects County's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to County upon written notice to Provider of such limitation or change in County's legal authority.

- i. Signatures. This Agreement together with any amendments or modifications may be executed electronically. All electronic signatures affixed hereto evidence the consent of the Parties to utilize electronic signatures and the intent of the Parties to comply with Article 11A and Article 40 of North Carolina General Statute Chapter 66.

- j. Notices. Any notice required by this Agreement shall be in writing and delivered by certified or registered mail, return receipt requested to the following:

Orange County
Attention:
P.O. Box 8181
Hillsborough, NC 27278

Provider's Name & Address

IN WITNESS WHEREOF, the Parties, by and through their authorized agents, have hereunder set their hands and seal, all as of the day and year first above written.

ORANGE COUNTY:

PROVIDER:

By: _____

By: _____

Printed Name and Title

ORANGE COUNTY—INTERNAL USE ONLY

Finance Information

Vendor Name: _____ Vendor Contact Person: _____ Phone: _____ Address: _____ City _____ State: _____
Zip: _____ Department: _____ Amount: _____ Purpose: _____ Budget Code(s): _____ Vendor # _____
Vendor Status with NCSOS: _____ Vendor is a BOCC consultant: Yes No

Contract Details

Contract Type: New Amendment (Original Contract: _____) (Most Recent Amendment _____)
Effective Date _____ End Date _____ Notice Date _____ (Notice Purpose _____)

Award

Approved by Board (Agenda Date: _____); Made or Administered by _____

Signature Authority

- BOCC Express Delegation (Agenda Date: _____)
- Policy 9.4: Under \$5,000; Service Under \$90,000; Construction Under \$250,000
- Budget Policy Section XV (Capital Improvement Project: _____)

Bidding

Informal Bidding (\$30k-\$90k); Formal RFP (\$90k+); Other (<\$30k); Exception(# _____)

Department Affirmation

- This agreement is approved as to technical form and content and I as Department Director affirmatively state work on this project has not been initiated prior to execution of the agreement.
- This agreement is approved as to technical form and content. Services related to this agreement have already begun or been completed. Description of the nature of the emergency condition that was addressed:

Department Director's Signature _____ Date: _____

Information Technologies

This agreement has been reviewed and is approved as to information technology content and specifications:

Office of the Chief Information Officer _____ Date: _____

Inapplicable because no hardware/software purchases or related services

Risk Management

This agreement is approved for sufficiency of insurance standards, specifications, and requirements:

Office of the Risk Management Officer _____ Date: _____

Financial Services

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

Office of the Chief Financial Officer _____ Date: _____

Legal Services

This agreement is approved as to legal form and sufficiency:

Office of the County Attorney _____ Date: _____

Clerk to the Board

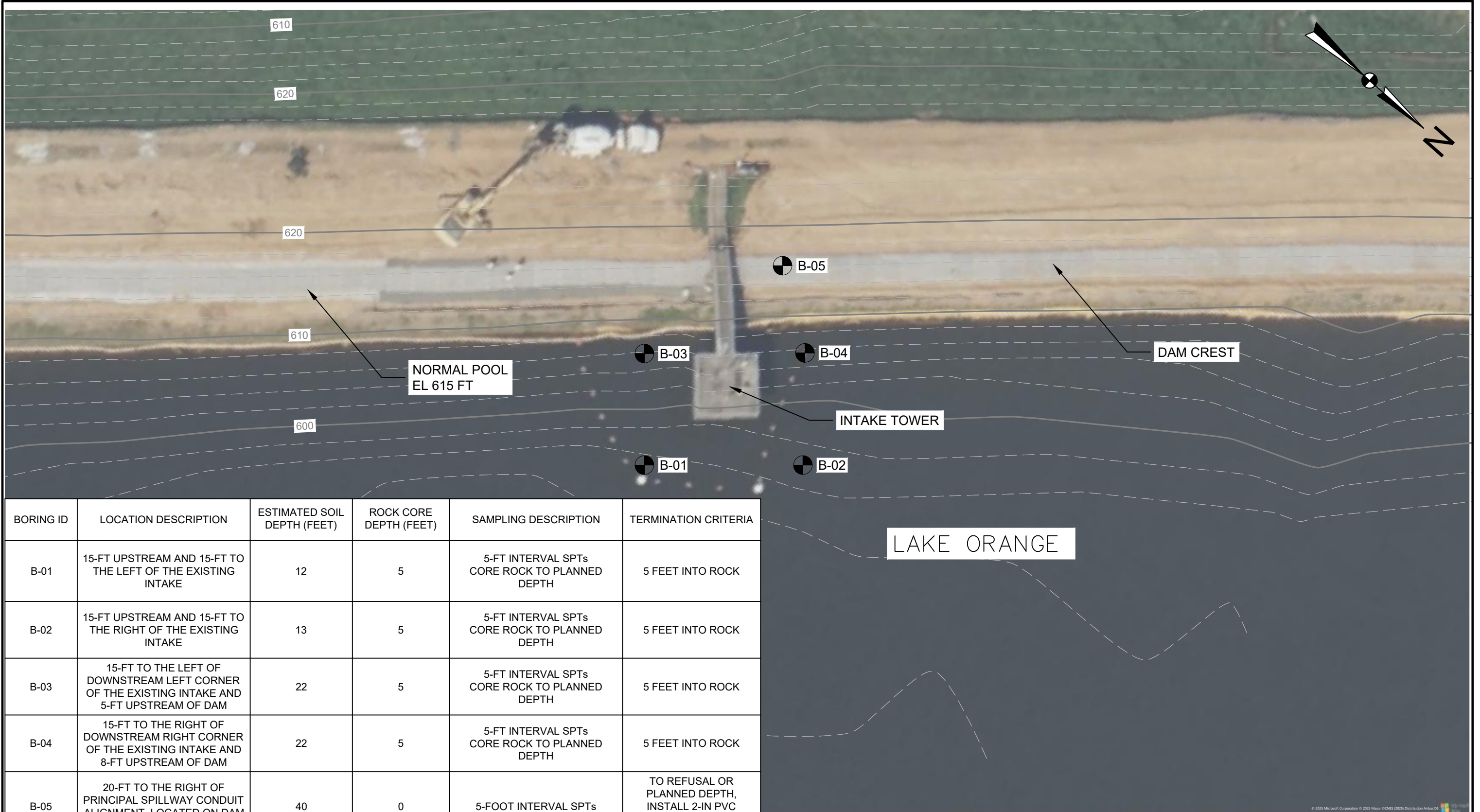
All DocuSign contracts must be copied to the Clerk upon completion: occlerkdocs@orangecountync.gov
The following signature block is for hard copies only and is not required for DocuSign contracts:

Received for record retention:

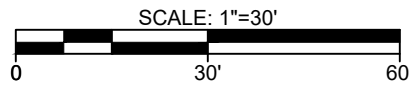
Office of the Clerk to the Board _____ Date: _____


Exhibit D - Boring Location Plan

O:\GREENSBORO\2024\24210018_000_LAKE_ORANGE_INTAKE_REHABILITATION\03-SE_PRODUCTS\08-CAD\05-OTHER_DWGS\SUBSURFACE INVESTIGATION PLAN.DWG



BORING ID	LOCATION DESCRIPTION	ESTIMATED SOIL DEPTH (FEET)	ROCK CORE DEPTH (FEET)	SAMPLING DESCRIPTION	TERMINATION CRITERIA
B-01	15-FT UPSTREAM AND 15-FT TO THE LEFT OF THE EXISTING INTAKE	12	5	5-FT INTERVAL SPTs CORE ROCK TO PLANNED DEPTH	5 FEET INTO ROCK
B-02	15-FT UPSTREAM AND 15-FT TO THE RIGHT OF THE EXISTING INTAKE	13	5	5-FT INTERVAL SPTs CORE ROCK TO PLANNED DEPTH	5 FEET INTO ROCK
B-03	15-FT TO THE LEFT OF DOWNSTREAM LEFT CORNER OF THE EXISTING INTAKE AND 5-FT UPSTREAM OF DAM	22	5	5-FT INTERVAL SPTs CORE ROCK TO PLANNED DEPTH	5 FEET INTO ROCK
B-04	15-FT TO THE RIGHT OF DOWNSTREAM RIGHT CORNER OF THE EXISTING INTAKE AND 8-FT UPSTREAM OF DAM	22	5	5-FT INTERVAL SPTs CORE ROCK TO PLANNED DEPTH	5 FEET INTO ROCK
B-05	20-FT TO THE RIGHT OF PRINCIPAL SPILLWAY CONDUIT ALIGNMENT, LOCATED ON DAM CREST	40	0	5-FOOT INTERVAL SPTs	TO REFUSAL OR PLANNED DEPTH, INSTALL 2-IN PVC OPEN-STANDPIPE PIEZOMETER



	LAKE ORANGE DAM INTAKE TOWER REPLACEMENT ORANGE COUNTY, NORTH CAROLINA PROJECT NO. 24210018.000	SUBSURFACE INVESTIGATION PLAN ATTACHMENT 2
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