



Request for Qualifications

RFQ # 003-25

**On-Call
Professional Design Services**

Issued By:

**Onslow County Purchasing Department
234 NW Corridor Blvd.
Jacksonville, NC 28540
Phone: (910) 455-1750**

Date of Issue: August 20, 2025

Due Date: 2:00PM, September 19, 2025

KEY INFORMATION SUMMARY SHEET

Request for Qualifications

RFQ # 003-25 On-Call Professional Design Services

RFQ Issue Date:	August 20, 2025
Deadline for Questions:	12:00 noon on August 28, 2025
Responses to Questions:	September 3, 2025
Mailing address to submit proposals:	Onslow County Purchasing Department Attn: Christina Russell, Purchasing Division Manager 234 NW Corridor Blvd. Jacksonville, NC 28540
Responses Due:	September 19, 2025 no later than 2:00PM, EST

August 20, 2025

RE: **Request for Qualifications, RFQ No. 003-25
On-Call Professional Design Services**

To Whom It May Concern:

The County of Onslow is seeking qualifications from qualified firms to provide on-call professional engineering and architectural services for design, bidding, construction administrative oversight, and construction inspection of upcoming infrastructure and other municipal capital improvement projects.

Attached you will find a Request for Qualifications (RFQ) which identifies the minimum requirements of the RFQ.

In order to be considered, all Submittals must be sealed and submitted, in writing, no later than **2:00 PM (EST) September 19, 2025. No qualifications will be accepted after this time.** Firms mailing qualifications should allow delivery time to ensure timely receipt of their submittal. The responsibility for getting the qualifications to the Onslow County Purchasing Department on or before the specified time and date is solely and strictly the responsibility of the consulting firm. The County will in no way be responsible for delays caused by any occurrence. Sealed submittals may be hand carried or mailed to:

ONSLow COUNTY PURCHASING DEPARTMENT
Attention: Christina Russell
234 NW Corridor Blvd.
Jacksonville, North Carolina 28540

Any questions pertaining to this Request for Qualifications must be submitted in writing no later than 12:00 PM on August 28, 2025. Questions will be emailed to: Christina_Russell@onslowcountync.gov

Any changes or modifications to this Request for Qualifications will be transmitted in writing through an addendum. It will be the responsibility of the Proposer to ensure that all addenda have been received.

The County encourages participation by small, minority, and woman-owned businesses. Onslow County reserves the right to waive any informalities, to reject any and/or all submittals, and to accept any submittal which in its opinion may be in the best interest of the County.

No submittal will be received or accepted after 2:00 PM, EST, September 19, 2025. Late submittals will be deemed invalid and returned upon request to the Consultant.

Thank you,

Christina Russell, CLGPO
Purchasing Division Manager

**REQUEST FOR QUALIFICATIONS
FOR PROFESSIONAL ARCHITECTURAL ENGINEERING SERVICES
ON SLOW COUNTY
On-Call Professional Design Services**

I. INTRODUCTION, SCOPE OF SERVICES

The County of Onslow is seeking qualified consulting firms, licensed in the State of North Carolina, to submit their qualifications for consideration to provide on-call professional engineering and architectural services for design, bidding, construction administrative oversight, and construction inspection of upcoming infrastructure and other municipal capital improvement projects.

Design Services will include but not be limited to schematic/conceptual design, detailed design, and construction documents. The County is looking for firms or teams of qualified firms, including sub-consultants that have multi-faceted experience working on Parks & Recreation projects, Emergency Services/EMS/Fire projects, Sheriff's Office projects to name a few.

Submissions will be accepted for the list of services for the category of work shown but will not be limited to only that work.

A. Architecture/Engineering

Building Design
Landscape Design
Detailed Cost Estimating

B. Project/Program Management

Public Engagement
Design Review
Project Management
Contract Preparation & Management

C. Construction Services

Material Testing
Construction Testing
Inspection Services
Special Inspections
Design Plan Review (Constructability)

D. Water Resources

Stormwater Systems
Watershed Analysis
Neighborhood Studies
Stream Restoration/Stabilization
Flood Plain Bench

It is the intent of the County to select an on-call list (as referred herein as "the list") of qualified firms using a Qualification Based Selection Process to provide these services on an as needed basis. Selection criteria will include, but is not necessarily limited to, qualifications of the proposed project team, demonstrated experience and expertise in the field of interest, submittal completeness, the firm's resources and capacity, ability of the firm to work in partnership with the County staff, management, another consultants and contractors who may be part of a project, and the ability of the firm to respond in a timely manner to any issues that may arise. All firms selected to be part of the list will be required to execute a Consulting Agreement.

The list shall be effective for a period of five (5) years with an option to extend for additional one-year periods, not to exceed two additional years, or a maximum of seven (7) total years from the effective date of the list. Selection by the County for the on-call list is not a guarantee that any firm will receive a project. As projects arise, the County shall review the firms included on the list and make a determination as to the most qualified firm to perform work on a specific project. The County makes no guarantee of a specific volume of work or a total contracted amount arising from

this solicitation. Additionally, the County makes no guarantee that the quantity of work (whether measured in monetary terms or otherwise) will be spread equally or according to any other specific criteria, among the firms on the list.

Selected firms that do not meet the County's performance expectations routinely decline opportunities to participate in projects offered, or lose significant internal expertise submitted with the original RFQ response may be removed from the list.

Firms shall provide a submittal specifying listed category (A, B, C, D) of service(s) for which they wish to be considered. Firms should tailor their submittal to provide the most information as to their qualifications, personnel and experience in the work areas specified.

While it is the County's intent to utilize the list for the majority of capital improvement projects over the five (5) year period, the County reserves the right to issue separate solicitations for a specific project or projects when it is determined to be in the best interest of the County to do so. In such cases, all firms currently included on the list would be invited to participate. The County also reserves the right to include firms who are not included on the list resulting from this solicitation.

The County reserves the right to accept qualification-based submittals from new firms at its discretion and, upon evaluation, add new firms to the list if it is determined to be in the best interest of the County. New firms shall be defined as those firms who express an interest in working with the County and did not receive or decline an invitation to submit a qualifications package in response to the County's original request.

Firms selected must be willing to work with other firms on the list, if required by the County, for the successful completion of a project. Selected firms shall agree to provide information regarding changes in ownership, operation, or personnel to the County in a timely manner. The County, upon evaluation of information received, reserves the right to remove a firm from the list.

Upon selection of a firm for a particular project, the firm and the County shall negotiate and agree to the scope of work, responsibilities, and compensation for the project, after which a Task Order for the project will be executed by the Firm and the County.

II. SUBMISSION

- A. Submit one (1) original hard copy and submit one (1) electronic copy (pdf format) on a thumb drive included with the submittal envelope. Submittals shall be sealed and marked "RFQ # 003-25, On-Call Design Services". Sealed submittals will be received no later than **2:00 PM EST, on September 19, 2025**, at Onslow County Purchasing, 234 NW Corridor Blvd., Jacksonville, NC 28540. The original hardcopy submittals and the electronic version on thumb drive must be received by the time and date stated above.
- B. Qualification packages may be hand-delivered or mailed. If the submittal is sent by mail or commercial express, the Respondent shall be responsible for actual delivery of the qualification package to the proper county office before the deadline. All submittals become property of the County. Request for Qualification packages will not be accepted via fax machine or internet e-mail.

- C. Each Respondent is responsible for determining that all addenda issued by Onslow County has been received before submitting their qualifications.
- D. Time is of the essence and any proposal or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the firm to ensure that their proposal is received by the Purchasing Department personnel before the deadline indicated above.
- E. Nothing herein is intended to exclude any responsibilities or in any way restrain or restrict competition. On the contrary, all responsible firms/individuals are encouraged to submit responses. The County of Onslow reserves the right to waive any informalities, to reject any and/or all proposals, and to accept any proposal which in its opinion may be in the best interest of the County.
- F. Qualification packages may be withdrawn by written request prior to submittal deadline.

III. PREPARATION

- A. Firms are to submit qualification packages which present their qualifications and understanding of the services to be performed. Emphasis should be placed on completeness of services offered and clarity of content. All submittals should be complete and carefully worded and must convey all of the information requested by the County. If errors or exceptions are found in the firm's qualification package, or if the package fails to conform to the requirements of the RFQ, the County will be the sole judge as to whether that variance is significant enough to reject the firm's submittal.
- B. Qualification packages should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form. Onslow County does not expect nor will any more favorable consideration be given to submittals with fancy covers or binding, color photographs, sample plans, non-pertinent information on other accomplishments of the firm which have no direct bearing on these projects, resumes of individuals who will not be engaged in the work, or pages of other non-projected related material. **Brevity will be appreciated.** Submittals shall be limited to 50 pages, double sided 8 ½ x 11, minimum 12-point font. Covers and dividers do not count in the 50 pages total.
- C. Firms requiring clarification or interpretation of this RFQ shall make a written request, which shall reach the Onslow County Purchasing Department no later than the date and time for submittal of written questions (see Section IV, paragraph C).
- D. Any interpretation, correction or change of this RFQ will be made by Addendum. Addenda will be e-mailed to all who are known by the County Purchasing Department to have received a complete set of RFQ documents. It is the responsibility of the firm to ensure that all Addenda were received.
- E. All submittals shall provide a straightforward, concise description of firm's ability to satisfy the requirements of the RFQ.
- F. Qualification packages should be bound in a single volume where practical. All documentation submitted with the offer should be bound in that single volume.
- G. In addition to the transmittal letter, the Non-Collusion Affidavit must be signed by a principal of the firm or an officer of the corporation duly authorized to bind the corporation.

- H. If any offer includes comments over and above the specific information requested in this RFQ such comments must be included as a separate appendix.
- I. The firm is solely responsible for all costs and expenses associated with the preparation of the submittal and of any supplementary presentation (including any oral presentation) if requested by County.
- J. Qualification Packages must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the business entity submitting the qualification.

IV. GENERAL TERMS AND CONDITIONS

A. **NON-COLLUSION AFFIDAVIT**

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.

B. **ADDENDA/CHANGES**

Any additions, deletions, modifications or changes made to this RFQ shall be processed through the Onslow County Purchasing Department. Any deviation from this procedure may result in the disqualification of the firm's submittal or the cancellation of any contract resulting from this RFQ.

C. **QUESTIONS**

Questions concerning this RFQ should be directed to:

Onslow County Purchasing Department
Attn: Christina Russell
234 NW Corridor Blvd.
Jacksonville, NC 28540
Telephone (910) 455-1750
E-mail: Christina_Russell@onslowcountync.gov

All questions pertaining to this RFQ must be submitted in writing no later than 12PM on August 28, 2025.

Only written questions will be considered formal. **Any information given by telephone will be considered informal.** Any questions that the County feels are pertinent to all proposers will be mailed as an addendum to the RFQ. Fax and e-mail messages will be treated as written questions.

D. **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 on 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.**

V. STATEMENT OF QUALIFICATIONS REQUIREMENTS

Interested firms desiring to provide services should include the following with its Statement of Qualifications. In order to evaluate responses efficiently and equitably, responses must be tabbed as identified below. Failure to submit this information may render your proposal non-responsive.

Tab 1: Introduction: Company Information

- Firm’s name and business address, including telephone, email address, website address.
- The type of firm (individual, partnership, corporation, etc.) and list the names of all partners, principals, etc.
- Year established. Include former firm/company name(s) and year(s) established, if applicable.
- The name, title, address, and telephone number of the firm’s authorized negotiator. The person identified must be empowered to make binding commitments for the firm.
- Letter of Interest

Tab 2: Personnel Qualifications

- Provide an organizational chart identifying members of the team, including sub-consultants who would be assigned to the project(s). The chart should clearly delineate roles and responsibilities of the various team members, identify specialty, leave of expertise, education and direct work experience on projects in the area(s) of expertise for which you want to be considered.
- Provide a resume detailing professional qualifications of key management and staff personnel to be assigned to the project(s). Do not include resumes or list of personnel who will not be assigned to these projects.
- Identify location of key project personnel to be used.
- Identify adequacy, availability, and ability of personnel to complete the task.

Note: Substitution of other personnel after the selection is made must be approved by the County.

Tab 3: Consultants/Sub-consultants/Other Participants

- Provide a list of consultants or sub-consultants who would be retained to provide services on the project(s).
- Specify the percentage of work anticipated to be attributed to these consultants.
- Provide a synopsis for each to include size of staff, names and resumes of key personnel, services to be provided, as well as relative and related work experience.
- Identify any Disadvantaged Business Enterprise (DBE) or minority firms to be used.
- Identify location of personnel to be used.

Tab 4: Past Experience

- Briefly describe representative municipal or publicly owned projects completed by your firm in the last five (5) years related to the area(s) of expertise for which you want to be considered.
- Provide references for above projects including the follow contact names and phone numbers.
- Describe any previous work history on County projects to include contact name.
- Describe why your firm should be selected to include any unique qualities which you feel make your firm well suited to perform the work.

Tab 5: Project and Project Management Experience

- Describe your project management approach, quality control procedures, and use of alternative engineering methods, if any.
- Describe the project management experience of key individuals to be assigned to the project(s).
- Describe your firm's cost control measures, billing procedures and project tracking process.
- Describe your firm's experience with developing schedules, preparing estimates and bid documents, and budget control measures.
- Explain your firm's quality control procedures. Under this section, please specifically address the following: survey accuracy, errors and omissions, supervision of sub-consultants, and revisions.
- Describe the surveying capabilities or data collection methods of your firm (manpower and equipment).
- Describe your firm's CADD capabilities or proficiencies on any related design software.

Tab 6: Other Requirements

- Information concerning any pending, ongoing, or prior litigation within the last 10 years.
- Briefly describe your firm's operation history.
- Indicate proof of insurance and licensing in NC.
- Submission of a proposal indicates acceptance by the firm of the terms, conditions, and requirements described in this RFQ unless clearly and specifically noted in the submittal. Any and all exceptions/deviations to the required Scope of Services and/or the Sample Agreement shall be documented on a separate page.

Tab 7: Forms: Notarized when required

- E-Verify (attached)
- Certification Regarding Debarment and Suspension (attached)
- Non-Collusion Affidavit (attached)
- Responder's Certification Form

VI. EVALUATION PROCESS:

The County will consider and evaluate qualifications packages in accordance with N.C.G.S. 143-64.31. Qualifications packages will be evaluated by a committee composed of County of Onslow personnel. As part of the evaluation process, the County reserves the right to request additional information and/or interview any or all firms. After the evaluation, an on-call list will be developed, and firms will be notified. The list will become effective between October/November 2025.

The County of Onslow reserves the right to reject any and/or all submittals, and to waive defects, technicalities and/or irregularities in any submittal. The County reserves the right to finalize a contract with one or more firms based on all factors involved in the written qualification submittal without further discussion or interviews.

VII. CONTACT POLICY

After the date and time established for receipt of qualifications by the County, any contact initiated by any firm with any County representatives, other than the Purchasing Division Manager listed herein, concerning this RFQ is prohibited. Any such unauthorized contact may cause the disqualification of the firm from this qualification process.

RESPONDER'S CERTIFICATION FORM

RFQ No: 003-25

I have carefully examined the Request for Qualifications and any other documents accompanying or made a part of this Request for Qualification.

I hereby propose to furnish the professional design consultant services for Onslow County in accordance with the instructions, terms, conditions, and requirements incorporated in this Request for Qualification. 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	Acknowledgement
_____	_____	_____
_____	_____	_____
_____	_____	_____

NON-COLLUSION AFFIDAVIT

State of North Carolina

County of Onslow

RFQ No. 003-25

_____, 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 Onslow 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: _____

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned applicant certifies to the best of his or her knowledge and belief, that the applicant and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entitle (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Firm Name: _____

Address: _____

City/State/Zip: _____

Signature: _____

(Seal if Corporation)

Title: _____

Date: _____

NOTARIZE

SUBSCRIBED AND SWORN TO BEFORE ME,

This _____ day of _____, 202__

NOTARY PUBLIC _____

My Commission Expires: _____

**STATE OF NORTH CAROLINA
COUNTY OF ONSLOW**

AFFIDAVIT OF COMPLIANCE: E-VERIFY

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

- 1. Firm 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 65 of the North Carolina General Statutes; and
- 2. Firm 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. Firm 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. Firm will ensure compliance with E-Verify by any subcontractors/subconsultants subsequently hired by Firm to perform work under Firm's contract with Onslow County.
- 5. Firm shall keep the County of Onslow informed of any change on its status pursuant to Article 2 of Chapter 64 of the North Carolina Statutes.

This _____ day of _____, 202__.

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:

Notary Public

|||
(Affix Official/Notarial Seal)

**NORTH CAROLINA
ONslow COUNTY**

CONSULTING CONTRACT

THIS CONTRACT is made, and entered into this the [] day of [], by and between the **COUNTY of ONslow**, a political subdivision of the State of North Carolina, (hereinafter referred to as “**COUNTY**”), and [], (hereinafter referred to as “**CONSULTANT**”).

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES. CONSULTANT hereby agrees to provide the services under this Contract pursuant to the provisions identified in RFQ 003-25 issued August 20, 2025, and “Attachment 1” (hereinafter collectively referred to as “Services”). Attachment 1 is hereby incorporated herein and made a part of this Contract. Time is of the essence with respect to all provisions of this Contract that specify a time for performance.

2. TERM OF CONTRACT. The Term of this Contract for services is from [] to [], unless sooner terminated as provided herein. This contract may be extended for two additional one-year periods upon written mutual agreement by both parties.

This Contract is subject to the availability of funds to purchase the specified services and may be terminated at any time during the term upon thirty (30) days notice if such funds become unavailable.

3. RATE, SOURCES, AND METHODS OF PAYMENT. CONSULTANT shall receive from COUNTY will negotiate a “Fixed Price” amount for the services required under this Agreement by means of individual written Task Orders. Each Task Order issued will include a detailed scope of work, compensation amount for services, and time for completion. Time is of the essence, and the Consultant shall begin work immediately following issuance of a written Task Order. All services shall be completed in accordance with the schedule associated with each Task Order.

A Purchase Order number may be assigned to encumber the funds associated with this Contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY.

4. INDEPENDENT CONTRACTOR. COUNTY and CONSULTANT agree that CONSULTANT is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONSULTANT’s duties under this Contract. Accordingly, CONSULTANT shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONSULTANT’s activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

5. TERMINATION OF CONTRACT. The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Consultant must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non- performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

6. INDEMNITY AND INSURANCE. To the fullest extent permitted by laws and regulations, the CONSULTANT shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the CONSULTANT or its officials, employees, or contractors under this Contract or under the contracts entered into by the CONSULTANT in connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, CONSULTANT shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Additionally CONSULTANT shall maintain, at its expense, the following minimum insurance coverage:

\$250,000/\$500,000 – Professional Liability - Error and Omissions.
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

CONSULTANT, upon execution of this Contract, shall furnish to the COUNTY a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the CONSULTANT. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The CONSULTANT shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the CONSULTANT shall not be interpreted as limiting the CONSULTANT's liability and obligations under the Contract.

7. NONDISCRIMINATION IN EMPLOYMENT. CONSULTANT shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONSULTANT shall take affirmative action to ensure that applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONSULTANT is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONSULTANT may be declared ineligible for further COUNTY contracts.

8. OWNERSHIP OF WORK. All Work and any documents prepared by the CONSULTANT for or on account of this Contract shall be the owned by the COUNTY, and the COUNTY shall have all common law, statutory and other reserved rights, including copyright.

Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the project is not to be construed as publication in derogation of the COUNTY's reserved rights.

9. SUCCESSORS AND ASSIGNS. CONSULTANT shall not assign its interest in this Contract without the written consent of the COUNTY.

10. COMPLIANCE WITH LAWS. CONSULTANT represents that it is in compliance with all Federal, State, and local laws, regulations or orders including, Executive Order 11246, as amended or supplemented, which is hereby incorporated by reference. The implementation of this Contract will be carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment.

11. GOVERNING LAW. Unless otherwise specified, this contract shall be governed by the laws of the State of North Carolina. All litigation arising out of this contract shall be commenced in the appropriate division of the General Court of Justice in Onslow County, North Carolina.

12. 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. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the County.

13. IRAN DIVESTMENT ACT. CONSULTANT 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 the responsibility of each CONSULTANT to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

14. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL. The CONSULTANT 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 CONSULTANT to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

15. GOOD STANDING WITH COUNTY. CONSULTANT certifies that it is not delinquent on any taxes, fees, or other debt owed by CONSULTANT to COUNTY. CONSULTANT covenants and agrees to remain current on any taxes, fees, or other debt owed by CONSULTANT to COUNTY during the Term of this Contract.

16. NOTICES. All notices which may be required by this contract or any rule of law shall be effective when received by certified mail as follows:

COUNTY OF ONSLOW

ATTN: | |

| |
| |

CONSULTANT: | |

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17. AUDIT RIGHTS. For all work being performed under this contract, the COUNTY has the right to inspect, examine, and make copies of any and all books, accounts, records and other writing relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties, although the CONSULTANT must make the materials to be audited available within one (1) week of the request for them.

18. ANNUAL APPROPRIATIONS AND FUNDING. This Agreement may be subject to the annual appropriation of funds by the Onslow 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.

19. NO PLEDGE OF TAXING AUTHORITY: No deficiency judgment may be rendered against COUNTY or any agency of COUNTY in any action for breach of a contractual obligation under this contract. The taxing power of the COUNTY is not pledged directly or indirectly to secure any monies due under this contract.

20. NO WAIVER OF GOVERNMENTAL IMMUNITY; VIOLATION OF LAW: Except for waiver of governmental immunity resulting from the execution of a valid contract, COUNTY makes no other waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory, or state constitutional prohibition, then such provision(s) shall be unenforceable against COUNTY.

21. SAFETY. CONSULTANT and its employees will observe the posted safety requirements of the COUNTY and those required by law. CONSULTANT is responsible for the safety of its employees at all times while on the COUNTY's premises.

22. COUNTY NOT RESPONSIBLE FOR EXPENSES. COUNTY shall not be liable to CONSULTANT for any expenses paid or incurred by CONSULTANT unless otherwise agreed in writing.

23. EQUIPMENT. CONSULTANT shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

24. ENTIRE CONTRACT. This Contract, including Attachment 1, shall constitute the entire understanding between COUNTY and CONSULTANT and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

25. HEADINGS. The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

26. EXISTENCE. CONSULTANT warrants that It is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this Contract.

27. CORPORATE AUTHORITY. By execution hereof, the person signing for CONSULTANT below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the CONSULTANT. 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.

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IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Consulting Contract to be executed by their duly authorized office or agent.

Reviewed by Department Head

Date Reviewed: _____

This instrument has been preaudited in the manner required by the Local Government and Fiscal Control Act

Onslow County Finance Officer

CONSULTANT

By: _____

Printed Name: []

Title: []

ONSLOW COUNTY

By: _____

Printed Name: []

Title: []

“ATTACHMENT 1” to follow

SAMPLE COPY

Attachment 1
TASK ORDER # _____
Between Owner and Consultant
For Onslow County Professional Design Services

Date: _____

Onslow County, NC (County) entered into a Consulting Contract on (Date) with (Firm) for Professional Design Consulting Services. The Scope of Services was defined in RFQ 003-25 issued August 20, 2025 which was incorporated into this contract.

The purpose of this Task Order is to provide Onslow County with consulting services associated with the following project(s):

Description of Work:

Task 1:

Total cost represents a fixed amount that will not be exceeded without prior approval in writing from the County. Payments will be made on a monthly basis in proportion to satisfactory services performed and on the basis of actual costs incurred.

Total amount of compensation to be paid to Consultant for this Task Order: \$ _____

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Task Order to be executed by their duly authorized office or agent.

Reviewed by Department Head

Date Reviewed: _____

This instrument has been preaudited in the manner required by the Local Government and Fiscal Control Act

Onslow County Finance Officer

Requisition # []

CONSULTANT

By: _____

Printed Name: []

Title: []

ONSLOW COUNTY

By: _____

Printed Name: []

Title: []