

NEW HANOVER COUNTY
REQUEST FOR QUALIFICATIONS
SHORELINE MAPPING AND EVALUATION FY 25-30
RFQ #25-0352



COUNTY COMMISSIONERS

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SECTION 1 ADVERTISEMENT

**NEW HANOVER COUNTY
REQUEST FOR QUALIFICATIONS
FY 25-30 Shoreline Mapping and Evaluation
RFQ #25-0352**

New Hanover County is seeking statements of qualifications from qualified firms, or individuals, licensed in the State of North Carolina to provide Professional Engineering and Professional Surveying services as defined in the Scope of Services. Professionals should possess the proper licensure and experience to perform such services.

Submit Statements of Qualifications by email to Courtney Prince, Purchasing agent at coprince@nhcgov.com. Please include **"RFQ #25-0352 Shoreline Mapping and Evaluation FY 25-30"** in the subject line of the email.

The deadline for receipt of Statements of Qualifications is **3:00 P.M. EST, Thursday, February 20, 2025.**

Submitted Statements of Qualifications are not subject to public inspection until a contract is awarded and executed. Statements of Qualifications will be evaluated, and firms may be contacted for interviews to be conducted by phone or in person.

Instructions for submitting Statements of Qualifications and complete requirements and information may be obtained by visiting the County's website at <https://www.nhcgov.com/bids.aspx>.

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

Advertised: January 23, 2025

SECTION 2 INFORMATION TO RESPONDENTS

2.1 – Schedule

Advertisement	Thursday, January 23, 2025
Deadline for Questions	Wednesday, February 5, 2025, by 5:00 PM EST
Answers to Questions	Monday, February 10, 2025
Deadline for Submissions	Thursday, February 20, 2025, by 3:00 PM EST
Review of Statements	Friday, February 28, 2025
Final Selection	Friday, March 7, 2025
Contract Awarded and Execution	April 2025

2.2 – Preparation of Statements of Qualifications

2.2.1 Respondents are instructed to submit their Qualification Statements by email to coprince@nhcgov.com. Please be sure to include “**RFQ #25-0352 Shoreline Mapping and Evaluation FY 25-30**” in the subject line of the email.

2.2.2 The deadline for Receipt of Qualification Statements is **Thursday, February 20, 2025, 3:00 PM EST.**

2.2.3 Statements received after the time and date for closing will not be accepted.

2.2.4 No telephone or facsimile Qualification Statements will be accepted.

2.3– Questions

Questions concerning this solicitation should be directed to Courtney Prince, Purchasing Agent, by emailing coprince@nhcgov.com. Please include in the subject line “**Questions -RFQ #25-0352 Shoreline Mapping and Evaluation FY 25-30.**” Questions will be received until **Wednesday, February 5, 2025, at 5:00 PM EST.**

2.4 – Answers to Questions

An addendum summarizing all questions and answers will be posted to the County's website on **Monday, February 10, 2025**. Respondents who have notified the County of their intent to submit along with their email address (see 2.5 – Intent to Submit) will be sent the addendum upon posting. You may visit our website at <https://www.nhcgov.com/bids.aspx> to check for the issuance of any addenda before submitting your Qualification Statement.

2.5 – Intent to Submit

All Respondents who intend to submit Qualification Statements on this project should send an email to Courtney Prince, Purchasing Agent, at coprince@nhcgov.com. Include in the subject line **"RFQ #25-0352 Shoreline Mapping and Evaluation FY 25-30."** This will ensure that you receive any addenda issued for this RFQ if applicable.

2.6 - Cost of Preparation of Statement of Qualifications

Costs incurred by prospective Respondents in the preparation of the response to this RFQ are the responsibility of the Respondent and will not be reimbursed by The County.

2.7– Authorized Signature

Signature Forms must be signed by an authorized individual of the Respondent. Forms that are not signed may cause the submittal to be rejected.

2.8 –Ownership of Documents

All Statements of Qualifications and accompanying documentation will become the property of New Hanover County at the time the Statements are opened and; as such, will not be returned to the Respondent.

2.9 - Trade Secret Confidentiality

Upon receipt of your Qualification Statement by New Hanover County, your submittal is considered a public record except for material which qualifies as "trade secret" under N.C. General Statute 132-1.2. After opening, your submittal will be provided to County staff and others who participate in the evaluation process, and to members of the general public who submit public records requests.

To properly designate material as trade secret under these circumstances, each Respondent must take the following precautions: (a) any trade secrets submitted by a Respondent must be submitted in a separate email marked "Trade Secret - Confidential and Proprietary Information - Do Not Disclose Except for the Purpose of Evaluating This PROPOSAL," and (b) the same trade secret/confidentiality designation must be stamped on each page of the trade secret materials contained in the envelope.

Do not attempt to designate your entire Qualification Statement as a trade secret, and do not attempt to designate pricing information as a trade secret. Doing so will result in your submittal being disqualified.

In submitting a Statement of Qualification, each Respondent agrees that the County may reveal any trade secret materials contained in such response to all County staff and County officials involved in the selection process, and to any outside consultant or other third parties who assist the County in the selection process. Furthermore, each Respondent agrees to indemnify and hold harmless the County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material, which the Respondent has designated as a trade secret.

2.10 - Withdrawal of Statements

No Qualification Statement may be modified, withdrawn, or canceled by the Respondent for a period of ninety (90) days following the receipt of Statement. Negligence or error on the part of any Respondent in preparing their Statement confers no right of withdrawal or modification after the Statements have been opened.

2.11 - Equal Opportunity

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

The Respondent agrees not to discriminate against any employees or applicant for employment because of physical or mental handicap regarding any position for which the employee or applicant is qualified. The Respondent agrees to take affirmative action to employ, advance in employment, and

otherwise treat qualified disabled individuals without discrimination based upon their physical or mental handicap in all employment practices.

Under GS 143-48, New Hanover County encourages small, minority, physically handicapped, and women firms to submit Proposals in response to this RFP

2.12- Indemnity

The successful Respondent shall indemnify and hold the County, its agents, and employees harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or on account of property damages arising out of or relating to the work to be performed by the Successful Vendor hereunder, resulting from the negligence of or the willful act or omission of the Vendor, his agents, employees, and subcontractors.

2.13 – E-Verify

Pursuant to Session Law 2013-418, Respondents shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. Upon execution of the Contract, County requires an affidavit attesting to the Respondent's compliance. Violation of the provision, unless timely cured, shall constitute a breach of Contract. A copy of the needed E-Verify form is included in this RFQ.

2.14 - Compliance with Proposal Requirements

Failure to comply with these provisions or any other provisions of the General Statutes of North Carolina will result in the rejection of the Proposal.

2.15 Certificate of Authority

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

individuals with whom the foreign entity might contract.

2.16 – Insurance Requirements

Respondent shall maintain insurance from companies licensed to write business in North Carolina, with an A.M. Best rating of “A” or higher, and acceptable to County, of the kinds and minimum amounts specified below in the draft contract attached. (See Limits in Attached Draft Contract.)

2.17 - Right to Reject Qualification Statements

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

SECTION 3 PROJECT OVERVIEW

New Hanover County (NHC) invites North Carolina (NC) licensed and experienced engineers and accompanying NC licensed and experienced surveyors to submit qualifications for oceanfront shoreline and inlet shoulder mapping and evaluation. The mapping area includes shoreline/shoulder reaches along Wrightsville Beach, Masonboro Inlet, Masonboro Island, Carolina Beach Inlet, Carolina Beach including Freeman Park, Kure Beach and Fort Fisher State Park south to the NHC southern boundary. Please refer to the attached figures in Section L for a general depiction of the area to be evaluated.

SECTION 4 SCOPE

The municipalities of Wrightsville Beach, Carolina Beach and Kure Beach are located within NHC and each has a federal Coastal Storm Damage Reduction (CSDR) project. Each municipality has executed a Project Partnership Agreement (PPA) with the US Army Corps of Engineers (USACE) in which annual shoreline surveys and post-storm surveys are non-federal responsibilities. The successful company/team will establish transect lines congruent when possible with previous USACE planning, pre- and post- construction survey efforts on each beach and inlet shoulder. Topographic surveys (transects) will incorporate the primary/secondary dune features, beach berms, construction berms and nearshore areas. The hydrographic surveys (transects) will incorporate the intertidal, subtidal, nearshore trough, the outer bar and bottoms waterward to a depth of closure. Accuracy and reproducibility are project mandates required to ensure seamless transitions and error free interpretations of topographic and hydrographic data points within each profile.

The survey data may be requested in multiple formats such as but not limited to ASCII (xyz), Excel (xyz), Shapefile (GIS), and ISRP (BMAP) allowing multiple program compatibility. Comprehensive metadata must be provided in a format compatible with New Hanover County's GIS database. All surveys must be approved and sealed by an authorized expert licensed by the North Carolina Board of Examiners for Engineers and Land Surveyors. Each profiles' data points must be reproducible and repeatable supporting third party evaluations such as but not limited to a Federal Emergency Management Agency (FEMA) assessment of an engineered beach's losses in the event of a federally declared storm event.

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

Comprehensive surveys will be conducted in the May/June timeframe resulting in annual pre-storm season baselines. The survey data will be used to compute shoreline geomorphic and volumetric changes within the dune system, waterward across the beach berm, through the entire tidal range, within nearshore wading depths, the nearshore trough, the outer bar and waterward to a depth of closure. Any NHC requested post-storm related surveys will be coordinated with the NHC project manager. Annual and post-storm requested reports will be coordinated through the NHC project manager inclusive of all necessary tables, graphs, photos, narratives and appendices needed to precisely demonstrate and describe shoreline volumes, movements and any ascertainable reach specific trends. Annual survey reports (all inclusive) will be provided preferably in late August and will be submitted in hard copy and/or on external media (CD, DVD and/or Flash Drives). Annual survey summaries will be presented at a Port, Waterway & Beach Commission meeting.

Preliminary project goals are as follows:

- a. Meet each municipality's PPA for annual and post-storm survey requirements;
- b. Develop a mapping and reporting program congruent and compatible with previous USACE surveys and with FEMA guidelines for maintaining engineered beaches;

- c. Establish baseline oceanfront and inlet shoulder profile locations;
- d. Evaluate and determine volumetric gains and losses by shoreline/shoulder reach;
- e. Evaluate and determine reach specific short and long term erosion/accretion rates and locations (hot spots); determine shoreline nodal points and reach specific longshore drift effects;
- f. Evaluate and determine healthy shoreline volumes per linear foot along Wrightsville, Carolina and Kure Beaches;
- g. Generally; evaluate, assess and determine the sustainability of current borrow sources and
- h. Request, evaluate and assimilate previous and current USACE survey data applicable to each location referenced in Section A.1. The integration of previous USACE shoreline data and all proposed profiles must be merged into a usable and sustainable database.

NHC currently holds a NCDPCM major permit for Mason Inlet's location management. Mason Inlet is maintained within an engineered corridor approximately 3,000 feet north of the Shell Island Resort (SIR). This inlet location maintenance project has a project survey mapping component. This RFQ's successful company/team will be asked to integrate the ongoing but separate surveying efforts standardizing the Wrightsville Beach survey data.

As an element of item A.3.h., the USACE has at least 11 years of pre- and post- construction shoreline survey data associated with the construction of the Ft. Fisher revetment. These surveys included approximately 3,000 and 17,000 linear feet of shoreline north and south of the revetment respectively. The successful company/team will continue to evaluate USACE revetment survey data merging with the Pleasure Island profile data tracking and substantiating shoreline trends.

SECTION 5 SUBMISSION REQUIREMENTS

All Statements of Qualifications and supporting materials shall be submitted electronically. Firms shall be prepared to meet with NHC staff to discuss any portion of their proposal before a decision is made concerning responses associated or incurred in preparing or responding to this request.

Proposals and supplemental information should be limited to no more than twenty (20) (one sided) pages (single-sided and including front and back cover sheets, dividers, cover letter, table of contents, and resumes) of material, which shall be 8.5" x 11" page size utilizing **12-point (minimum), Arial or Calibri font**. The page count and font requirements do not apply to letters of recommendation or other forms supporting the project references.

Submitted qualification documents must include the following information:

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

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

Section 2: Table of Contents

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

- The company background;
- An organizational chart identifying key personnel that will be assigned, their titles, office location, education, experience, and period of service with the team.
- Identification of the firm's point of contact for the contract. Include a brief resume for this individual demonstrating their experience in project management.
- Brief resumes for each key technical staff member. List qualifications describing experience in related services, licensure, and any other pertinent information. Identify office location for each team member. After award, any changes in members of the team will require advance approval by NHC.

Section 4: Firm Experience and Past Performance - Qualification documents should include:

- Demonstrated experience with similar services and scope of work.

- List at least three (3) comparable projects for each work category of interest that are either in progress or completed. Include description of services provided and a description/scope of work of projects performed.
- Contact name, phone number, email address for references of the three comparable projects.

Section 5: Availability and Accessibility - Qualification documents should include:

- A description of the firm's approach to project management and quality control;
- Discuss firm capacity and approach to ensuring successful and timely execution the contract.

Section 6: MWBE Form – Completed form must be included as part of the submission

Submission Procedures

The proposal responses must be submitted as a comprehensive document or package. Please submit your qualifications no later than 5:00 PM EST on Thursday, February 20, 2025, by email to coprinco@nhcgov.com. Please remember to include **"RFQ #25-0352 Shoreline Mapping and Evaluation FY 25-30"** in the Subject Line of the email.

SECTION 6 PROPOSAL EVALUATION CRITERIA & SUBMISSIONS PROCEDURES

Evaluation Criteria

Weighted specific criteria, among other factors, will include:

- A. **Experience (40%)** - Clear demonstration of firm and project manager's experience for the proposed services (15%), and clear demonstration of the key staff members' technical expertise in the proposed services (25%).
- B. **Project Approach (30%)** - Clear demonstration of the understanding of the scope of work, including discussion and demonstration of the understanding of means and methods to accomplish the work.
- C. **Availability and Accessibility (20%)**- Location of assigned team members, specifically field staff (10%) and Capacity for timely execution of services (10%).
- D. **References (10%)** - Letters of recommendation, evaluation forms, or other form of recommendation from provided references will support the maximum score in this category.

SECTION 7 FORMS

(To be submitted with all bids)

- **Minority & Women Business Enterprise Form**
- **E-Verify**
- **Certification Regarding Debarment, Suspension**
- **Certification Regarding Lobbying**
- **Iran Divestment Certification**

New Hanover County MWBE Participation Form

(To be submitted with all bids)

This identification of MWBE Participation Form is for the purpose of capturing information regarding the utilization of MWBEs and other subcontractors and supplies on Informal County Contracts. MWBE Participation is encouraged for all County Contracting opportunities. Please refer to the County's MWBE Policy for any contract specific requirements.

**** Copy this form as needed.**

Company Name			
Project Name	Shoreline Mapping & Evaluation FY 25-30		
Project Number	RFQ 25-0352	County Department	Engineering
Contract Type	<input type="radio"/> Services <input type="radio"/> Construction	<input type="radio"/> Purchase <input type="radio"/> Other _____	
<input type="radio"/> PRIME IS MWBE	Classification: _____ <input type="radio"/> Certified with NCHUB <input type="radio"/> Certified with NCDOT-DBE	RFQ SUBMITTAL DATE	
<input type="radio"/> NOT MWBE	The Business is not a woman- or minority-owned business; however, the Proposer acknowledges the MWBE policy and if it should become necessary to subcontract some portion of the work at a later date or obtain materials or services in conjunction with this solicitation, the Proposer will institute good faith efforts to comply with all requirements of the MWBE program in providing equal opportunities to MWBEs.		

*MWBE CLASSIFICATIONS

American Indian (AI), Asian-American (AA), Black/African American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economically Disadvantaged (D)



WORK TO BE SELF-PERFORMED

Check this box **only** if you intend to perform 100% of the work for this Contract with your own current work forces, and you normally perform and have the capability to perform all elements of this work for this Contract with your own current work forces.

MWBE SUBCONTRACTORS

Complete the chart below for all MWBE subcontractors that you intend to use for this Contract, regardless of dollar amount.

Company Name	MWBE Classification	Description of Services	Percentage of Total Contract	Total Projected Utilization

Total Estimated MWBE Utilization

\$ _____

Total Proposed Amount

\$ _____

Percentage Estimated MWBE Utilization

_____ %

Signature _____	Date _____
------------------------	-------------------

E-VERIFY

(Submit with your Proposal)

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____ (hereinafter Affiant), being duly authorized by and on behalf of _____ (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 must comply with E-Verify and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired.

This ____ day of _____, 20__.

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

(To be submitted with all bids)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY and VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION**

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or bid that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or bid.

The lower tier participant (Bidder/Contractor), _____, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

Date

Signature of Bidder's Authorized Official

Printed Name and Title of Contractors Authorized Official

State of _____

County of _____

Subscribed and sworn to before me this __ day or _____, 20_____.

Notary Public: _____

My Appointment Expires: _____

SEAL

CERTIFICATION REGARDING LOBBYING

(To be submitted with all bids or offers exceeding \$100,000; must be executed prior to Award)

The undersigned _____ certifies, to the best of his or her knowledge and belief, that:
(Bidder)

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413

(1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 for each such expenditure or failure.]

The Bidder, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section A 3801 *et seq.*, apply to this certification and disclosure, if any.

Date

Signature of Bidder's Authorized Official

Printed Name and Title of Contractors Authorized Official

SECTION 8 DRAFT CONTRACT

STATE OF NORTH CAROLINA

AGREEMENT

NEW HANOVER COUNTY

THIS CONTRACT made and entered into this ____ day of _____ 2025 by and between **NEW HANOVER COUNTY**, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and ____, a _____, hereinafter referred to as "Contractor."

WITNESSETH:

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

1. Scope of Services. Contractor shall provide all labor, equipment and materials for oceanfront shoreline and inlet shoulder mapping and evaluation, as more specifically described in Exhibit A, attached hereto, and incorporated herein by reference.
2. Time of Performance. The term of this Agreement shall begin from receipt of Notice to Proceed, and all work shall be completed within five (5) years of said Notice.
3. Payment. County hereby agrees to pay for the cost of this Contract not to exceed a sum of \$_____. Payment is contingent upon a final County inspection and acceptance of work or services.
4. Extra Work. County and Contractor shall negotiate and agree upon the value of any extra work or services prior to the issuance of a County Change Order or Renewal/Amendment (CRA) form covering said extra work or services. Such Change Order or CRA shall set forth the corresponding adjustment, if any, to the Contract Price and Contract Time.
5. Indemnity. Contractor shall indemnify and hold County, its officers, officials, agents, and employees, harmless against any and all claims, demands, causes of action, or other

liability, including attorney fees, for any property damages, personal injuries or death arising out of, relating to, or resulting from the negligence, willful act, or omission of Contractor, its agents, employees and subcontractors in the performance of work or services.

6. Insurance. Before commencing any work or services, Contractor shall procure insurance in Contractor's name and maintain all insurance policies for the duration of the Contract of the types and in the amounts listed in this Contract. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, or subcontractors, whether such operations by itself or anyone directly or indirectly employed by it.

7. Minimum Scope and Limits of Insurance

7.1. Commercial General Liability

7.1.1. Contractor shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability (CUL) insurance with a total limit of not less than \$1,000,000 for each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this work or services, or the general aggregate shall be twice the required limit.

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

7.1.3. County, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 26 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; and under the CUL, if any. The coverage shall contain no special limitations

on the scope of protection afforded to County, its officers, officials, agents, and employees.

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

7.2. Workers' Compensation and Employer's Liability

7.2.1. Contractor shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.

7.2.2. Employer's Liability, and if necessary, CUL insurance shall not be less than \$1,000,000 for each accident for bodily injury by accident, \$1,000,000 for each employee for bodily injury by disease, and \$1,000,000 policy limit.

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

7.3. Business Auto Liability

7.3.1. Contractor shall maintain applicable Business or Personal Auto Liability and, if necessary, CUL insurance with a limit of not less than \$1,000,000 each accident. Personal auto insurance may be accepted in lieu of Business Auto Insurance.

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

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

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

7.4 Professional

Liability Insurance

7.4.1 Contractor shall maintain in force for the duration of this Contract Contractor liability or errors and omissions liability insurance appropriate to Contractor's profession. Coverage as required in this paragraph shall apply to liability for a Contractor error, act, or omission arising out of the scope of Contractor's services as defined in this Contract. Coverage shall be written subject to limits of not less than \$1,000,000 per loss.

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

7.5. Deductibles and Self-Insured Retentions

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

7.5.2. Contractor shall be solely responsible for the payment of all deductibles to which all policies are subject, regardless of whether County is an insured under the policy.

7.6. Miscellaneous Insurance Provisions.

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

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

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

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

7.8. Evidence of Insurance

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

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

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

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

7.10. Conditions

7.10.1. County may, at its discretion and with approval of Risk

Management and the Finance Department, accept letters of credit or custodial accounts in lieu of specific insurance requirements.

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

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

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

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

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

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

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

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

8. Independent Contractor. The parties mutually agree that the Contractor is an independent contractor and not an agent of the County, and as such, the Contractor shall not be

entitled to any County employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

9. Default and Termination. If Contractor fails to prosecute the work or services with such diligence as will insure its completion within the Contract time, or if Contractor breaches any of the terms or conditions contained in this Contract and fails to cure said breach within two (2) days of County's mailing of Notice of Default, or otherwise fails to perform the work or services hereunder to the County's reasonable satisfaction, County may terminate this Contract forthwith. Upon termination, County may, without prejudice to an action for damages or any other remedy, take the prosecution of the work or services out of the hands of Contractor. County may enter into another Contract for the completion of the Contract or use such other methods as may be required for the completion of the Contract. County may deduct all costs of completing the Contract from any monies due or which may become due to Contractor. In the event this Contract is terminated prior to completion of the services by the Contractor, the Contractor shall be paid for work or services performed to the date of termination. In no event will the amount due Contractor in the event of termination exceed that amount set forth in this Contract. Nothing contained herein shall prevent the County from pursuing any other remedy, which it may have against Contractor, including claims for damages.

10. Termination for Convenience. County may terminate this Contract for convenience at any time and without cause. Upon receipt of notice, Contractor shall immediately discontinue providing the work or service and, if applicable, the placing any orders for any materials, facilities, and supplies in connection with the performance of the work or services of this Contract.

11. Non-appropriation. All funds for payment by County under this Contract are subject to the availability of an annual appropriation of the New Hanover County Board of Commissioners for the services provided under the Contract, County will terminate the Contract, without termination charge or liability, on the last day of the then-current fiscal year or when the appropriation made for then-current year for the services/items covered by this Contract is spent,

whichever occurs first. If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by the Contractor on ten (10) business days' prior written notice, but failure to give such notice shall be of no effect and County shall not be obligated under this Contract beyond the date of termination.

12. Non-waiver of Rights. The parties mutually agree that either party's failure to insist upon the strict performance of any provision of this Contract or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Contract.

13. Conflict of Interest. No paid employee of the County shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Contract.

14. Subcontracts. The Contractor shall utilize no subcontractors for performing the work or services to be performed under this Contract without the prior written approval of the County.

15. Entire Contract. This Contract constitutes the entire understanding of the parties.

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

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

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

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

20. E-Verify Compliance. Pursuant to N.C.G.S. 143-133.3, Contractor shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. Violation of the provision, unless timely cured,

shall constitute a breach of Contract.

21. Iran Divestment Act Certification. Pursuant to N.C.G.S. 147-86.55, Contractor shall fully comply with the North Carolina State Treasurer requirement that the Contractor or any of its subcontractors are not listed on the Final Divestment List created by the State Treasurer. Violation of the provision, unless timely cured, shall constitute a breach of Contract.

22. Compliance with Federal Law. If applicable, all federally funded projects, loans, grants, and sub grants whether funded in part or wholly, must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

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

To County:

New Hanover County Engineering
Attn: Tim Lowe, PE
230 Government Center Drive, Suite 160
Wilmington, NC 28403

To Contractor:

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

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

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

CONTRACTOR

_____ (Seal)
President

ATTEST:

Secretary

STATE OF _____

_____ COUNTY

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

WITNESS my hand and official seal, this ____ day of _____, 2025.

Notary Public

My commission expires: _____

***[REST OF PAGE INTENTIONALLY BLANK.
NEW HANOVER COUNTY DIGITAL SIGNATURE PAGE FOLLOWS EXHIBIT A AND IS INCORPORATED
HEREIN BY REFERENCE]***