

**REQUEST FOR QUALIFICATIONS**

**FOR**

**PROFESSIONAL ENGINEERING SERVICES FOR  
HURRICANE IRENE HAZARD MITIGATION GRANT  
PROGRAM (HMGP) FOR ELEVATION**

**September 22, 2014**



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## **REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES**

Statement of Qualifications will be received until 4:00 p.m. on Thursday, October 16, 2014 at the Currituck County Emergency Management Office, Currituck County Courthouse, 153 Courthouse Road, Suite 122, Currituck, NC 27929, for the following project:

Fully qualified firms/individuals to provide professional Engineering Services for elevation projects funded by the Federal Emergency Management Agency (FEMA) and the State of North Carolina that will be conducted in the County of Currituck. Professional services will include, but are not limited to: feasibility studies, foundation plans, site visits prior to and during construction, land surveys, and elevation certificates.

Qualifications packages should be hand delivered or mailed to Rebecca Christenbury. Small Business Entities, Women Owned Businesses, and Minority Owned Businesses are encouraged to submit qualifications. The County reserves the right to reject any and all proposals and to accept such proposals as appears in its judgment to be in the best interest of the County. The County reserves the right to waive any informality.

A Pre-Proposal Meeting will be held on Thursday, October 2, 2014 at 1:00 p.m. in the Historic Courthouse Conference Room, Second Floor, 153 Courthouse Road, Currituck, NC 27929. The meeting is not mandatory. Site visits will be available for those interested in viewing the project sites.

### **Notes:**

- Consulting Engineer must meet the licensing requirements under Chapter 87 of the N.C. General Statutes.
- Consulting Engineer is responsible for visiting the site and understanding the scope of work.
- The project shall be completed within 210 days of the Notice to Proceed.
- Consulting Engineer awarded the project will be required to:
  - Execute the Independent Contactor Agreement (sample attached)
  - Execute the E-Verify Statement (attached)
  - Provide a W-9 form
  - Provide Certificate of Insurance for general liability and workers; compensation coverage with Currituck County named as certificate holders

Direct questions to:  
Rebecca Christenbury  
Currituck County Emergency Management  
252-232-2115  
[Rebecca.Christenbury@CurrituckCountyNC.Gov](mailto:Rebecca.Christenbury@CurrituckCountyNC.Gov)

## **CONTENTS OF QUALIFICATIONS PACKAGE**

Please provide the following information in the qualifications package for engineering services:

1. Name of firm
2. Location of offices
3. List of references
4. Experience in residential structural elevation and demonstrated working knowledge of coastal construction and current building codes for AE flood zones
5. Ability to provide legal boundary surveys and elevation certificates
6. Availability for meetings and site visits
7. Names and qualification, including residential structural and HMGP engineering experience, of all personnel who will work on the project
8. Hourly rates for personnel to be utilized on the project. Include a table outlining the percentage of total work to be assigned to each pay classification of project teams' members

## **SELECTION PROCEDURE FOR CONSULTING ENGINEER**

Qualifications will be solicited from all firms who wish to be considered for this project. Qualifications submitted by the deadline will be reviewed and evaluated by Currituck County in accordance with the following selection criteria:

1. Experience in residential structural engineering, and specifically in Hazard Mitigation Elevation and Retrofitting projects;
2. Residential structural engineering and HMGP project engineering qualifications and competence of key personnel assigned to the project;
3. Ability to provide legal boundary surveys and elevation certificates;
4. Availability for meetings and sites visits;
5. Capability to perform the desired services within an acceptable time frame and within financial constraints; and
6. Hourly rates of personnel assigned to the project.

Currituck County will select the firm (ranked in order of qualifications) best qualified to perform the engineering services detailed in these instructions.

Currituck County will attempt to negotiate a fee with the number one ranked firm. If a mutually satisfactory fee is negotiated by all the parties, it will be approved. If efforts to negotiate a fair and reasonable fee are unsuccessful with the number one ranked firms, negotiations will cease with that firm and begin with the second ranked firm. If Currituck County is unable to negotiate a satisfactory agreement with either of the firms, the county will select additional firms in order of their competence and qualifications and continue negotiations until a satisfactory agreement has been reached and approved by Currituck County.

### **SCOPE OF ENGINEER'S SERVICES**

The Professional Engineer(s) shall work with the County, to assist in the implementation and completion of the project. The needed engineering services require that the selected firm provide the following:

- Legal Boundary Surveys (pre-construction and final as built) for each of the parcels completed by a North Carolina Registered Land Surveyor. The surveyor shall perform a field survey necessary to provide the County with a survey map of the structures included in the project, which will include a site survey map showing the parcel boundary and location of main and accessory structures.
- Elevation Certificates (existing pre-construction, mid construction once house is lowered to foundation, and final certificate for Certificate of Occupancy (C/O).
- Feasibility Study and Report on each home in the project.
- Development of specific foundation specifications and drawings, including modifications for HVAC, electrical, plumbing and egress, for the project based upon the North Carolina Residential Building Code requirements, HMGP guidelines, and generally accepted coastal structural design standards.
- Required meetings and site visits to include: homeowner initial meetings, pre-bid construction meetings, on-site visit once home is elevated on cribbing, numerous site visits during construction as well as phone calls regarding construction issues, and final inspection prior to issuance of the Certificate of Occupancy.

## INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made the \_\_\_\_ day of \_\_\_\_\_, 2014 between the **County of Currituck** (hereinafter “County”) and \_\_\_\_\_ [Contractor], (hereinafter “Contractor”).

### RECITALS

County is a body corporate and politic of the State of North Carolina with the duties and powers set forth in Chapter 153A of the North Carolina General Statutes.

Contractor represents that it is duly qualified to perform business, and otherwise to transact business in North Carolina.

IT IS THEREFORE AGREED as follows:

1. Scope of Work. Contractor agrees to perform the following services for County:

Provide professional engineering services for the following two residential structures for the Hurricane Irene Hazard Mitigation Grant Program (HMGP) for Elevation:

*119 Creek Drive, Moyock, NC, 27958; and  
148 Simpson Road, Barco, NC 27917*

- Complete legal boundary surveys (pre-construction and final as built) for each of the parcels completed by a North Carolina Registered Land Surveyor. The surveyor shall perform a field survey necessary to provide the County with a survey map of the structures included in the project, which will include a site survey map showing the parcel boundary and location of main and accessory structures;
- Complete elevation certificates (existing pre-construction, mid construction once house is lowered to foundation, and final certificate for Certificate of Occupancy (C/O));
- Complete Feasibility Study and Report on each home in the project;
- Develop specific foundation specifications and drawings, including modifications for HVAC, electrical, plumbing and egress, for the project based upon the North Carolina Residential Building Code requirements, HMGP guidelines, and generally accepted coastal structural design standards; and
- Attend required meetings and site visits to include, but not limited to: homeowner initial meetings, pre-bid construction meetings, on-site visit once home is elevated on cribbing, numerous site visits during construction as well as phone calls regarding construction issues, final inspection prior to issuance of C/O.

as outlined in the Contract Documents “Professional Engineering Services for Hurricane Irene Hazard Mitigation Grant Program (HMGP) for Elevation”, dated September 22, 2014 (hereinafter “the Services”).

2. Compensation. Contractor will be paid for its Services by County as follows:

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**[here, specify compensation**

**arrangement including payment method and frequency.]**

3. Contractor’s Freedom to Contract. Contractor may employ assistants at its sole expense and discretion as may be necessary to fulfill Contractor’s obligations under this Agreement. Contractor agrees that anyone to whom it delegates any or all of the Services called for by this contract will be competent, qualified and capable of performing the work without any supervision, contact or assistance by County’s employees. Any such assistant will be employed only by Contractor, and will not be an employee of the County while performing services under this contract.

4. Expenses. County shall not be liable to Contractor for any expenses which Contractor incurs, nor shall Contractor be liable to County for office help or expenses. Contractor shall have no authority to bind County by any promise or representation, unless specifically authorized by the County Manager in writing to do so.

5. Term. This Agreement may be terminated by either party at any time upon 7 days written notice to the other party. Upon the termination of this Agreement, Contractor shall prepare and provide to County a list of all pending unfinished business involving Contractor. Contracted Services under the terms of this agreement shall terminate upon completion of the Services which shall in no event exceed 210 days for completion of the Services.

6. Nature of Relationship. Contractor understands that it is an independent contractor and is not an employee, subcontractor, agent, servant, partner nor joint venturer of County. Contractor understands that it has the right to use its best judgment and efforts to fulfill the terms and obligations of this Agreement. Contractor further understands and acknowledges the following:

- a. That it will receive no compensation other than as outlined in this Agreement and is not subject to nor eligible for any benefits which may be offered by County to its employees, such as vacation pay, sick leave, insurance coverage or retirement plan participation.
- b. Its Services provided in accordance with this Agreement are an independent calling or occupation.
- c. Contractor is expected to use its own skill, judgment and expertise to fulfill the obligations of this Agreement, and is not supervised, directed or controlled by County as to the means or methods it should employ.
- d. Contract is not required to perform tasks in any particular order or sequence.
- e. Contractor needs no training from County as to how to fulfill its duties and responsibilities.
- f. Contractor may determine its own daily schedule and those of its own employees or servants without prior approval of County.
- g. Contractor is not required to devote any particular percentage of its time or resources to perform the Services required hereunder.
- h. Contractor furnishes its own equipment and supplies and is expected to maintain its business office somewhere other than at the County's office.

i. To the extent Contractor must procure or maintain any insurance, license, certification or trade membership, it must do so at its own cost.

j. This Agreement shall not prevent Contractor from performing other services for other parties. Contractor may engage in other business endeavors or projects of any kind or nature.

7. Taxes. Contractor assumes exclusive liability for payment of all federal, state or other governmental division taxes and contributions for social security, Medicare/Medicaid, etc., now or hereafter required, incurred or assessed by law. Contractors providing equipment, materials, parts or supplies shall provide a breakdown of labor, materials, parts or supplies and sales tax by County or a sales tax report approved by the County Finance Department with the invoice. Contractor agrees to indemnify and hold harmless the County from any claims for taxes as described in this Section.

8. Insurance. Contractor understands and agrees that neither it nor its employees are subject to workers' compensation or general liability coverage maintained by the County for its employees. Contractor agrees to procure and maintain workers' compensation insurance coverage for the benefit of contractor's employees or subcontractors and to procure general liability insurance listing the County as an additional insured at all times relevant to this Agreement. Contractor shall provide to County upon request a valid and current certificate of workers' compensation and general liability insurance. In the event Contractor shall fail at any time to have in force and effect insurance as required by this Section, Contractor agrees to indemnify and hold harmless County for (1) any premium paid by County to maintain insurance coverage applicable to Contractor and/or its employees or subcontractors; (2) any worker's compensation benefits paid by County as a result of Contractor's failure to comply with this

Section; and (3) any amounts paid by County for general liability claims as a result of Contractor's failure to comply with this Section.

9. Indemnity. Contractor shall and does hereby agree to indemnify, save harmless and defend County from the payment of any sum or sums of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damage to property caused by Contractor, its employees, agents or subcontractors in any way attributable to the performance of the Services, including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, provisions and supplies, injuries to person or damage to property, liens, garnishments, attachments, claims, suits, costs, attorneys' fees, costs of investigation and of defense. It is the intention of this paragraph to hold the Contractor responsible for the payment of any and all claims, suits, or liens, of any nature and character, in any way attributable to or asserted against County or against Contractor and County, or which the County may be required to pay. In the event the liability of the Contractor shall arise by reason of the sole negligence of County and/or the sole negligence of County's employees, agents or servants, then and only then, Contractor shall not be liable under the provisions of this paragraph.

10. Arbitration. Any controversy or claim arising out of, or relating to this Agreement, or its breach, shall be settled by arbitration in Currituck County, North Carolina in accordance with the provisions of the North Carolina Revised Uniform Arbitration Act, (the "Act"). The parties to this Agreement understand that this arbitration provision shall expressly apply to this Agreement in accordance with the Act. Judgment upon the award rendered may be entered and enforced in any court of competent jurisdiction.

11. Notices. Any notice, request or report given by one party to the other shall be in writing, deposited in the United States Mail (postage prepaid) or hand delivered and properly addressed as follows:

If the notice is to County:  
Rebecca Christenbury  
153 Courthouse Road, Suite 122  
Currituck, NC 27929

If the notice is to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Or such other person or address as Contractor shall have designated by due notice to County).

12. Non-Waiver. Nothing set forth herein is intended nor shall be construed as a waiver of any immunity available to County, its governing board or employees.

13. Headings. The headings, subheadings and captions in this Agreement and in any exhibit hereto are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

14. Amendments. This Agreement may not be amended except by written instrument duly executed by or on behalf of all of the parties hereto.

15. Complete Agreement. This Agreement constitutes the entire Agreement between County and Contractor pertaining to its subject matter and supersedes all prior and contemporaneous negotiations, agreements and understandings of either or both parties in connection therewith.

16. Governing Law. The validity, interpretation and performance of this Agreement and of its provisions shall be governed by the laws of the State of North Carolina.

The undersigned have read the entire Agreement and accept the terms and conditions as shown by their signatures below.

ATTEST:

COUNTY OF CURRITUCK

By: \_\_\_\_\_  
Clerk to the Board of Commissioners

By: \_\_\_\_\_(SEAL)

**CUT AND PASTE THE APPLICABLE  
SIGNATURE LINE FROM LAST PAGE IN THIS  
SPACE**

Independent Contractor carries and will provide County with a Certificate of Insurance for:

Workers' Compensation                      Yes                      No

General Liability                              Yes                      No

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

\_\_\_\_\_  
Sandra Hill  
Finance Officer

**CUT AND PASTE APPROPRIATE SIGNATURE LINES INTO THE CONTRACT – DO NOT ATTACH THIS PAGE TO THE CONTRACT**

**If Sole Proprietor or Independent Contractor – use this signature line**

CONTRACTOR

By: \_\_\_\_\_ (SEAL)  
John Doe

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**If Corporation – use this signature line**

You can verify the corporation name by going to <http://www.secretary.state.nc.us/corporations/> and doing a corporation name search

Attest:

NAME OF CORPORATION

By: \_\_\_\_\_  
Mary Doe, Secretary

By: \_\_\_\_\_ (SEAL)  
John Doe, President

or

Vice President/Secretary/Treasurer

(Affix Corporate Seal)

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**If a LLC or a PLLC(Limited Liability Company) – use this signature line**

You can verify the company name by using the same Secretary of State website as above

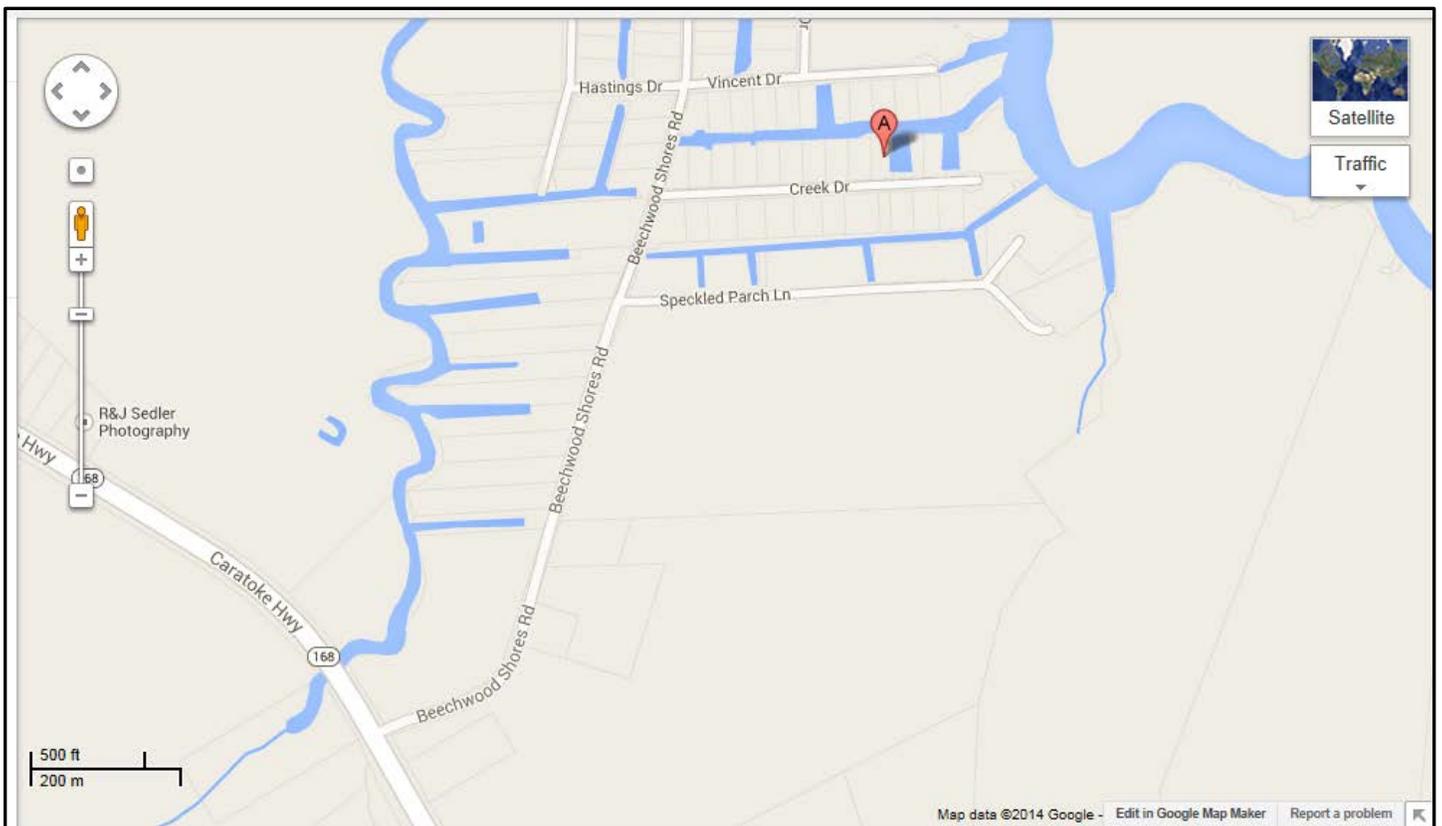
NAME OF LLC

By: \_\_\_\_\_ (SEAL)

# **PROJECT SITES**

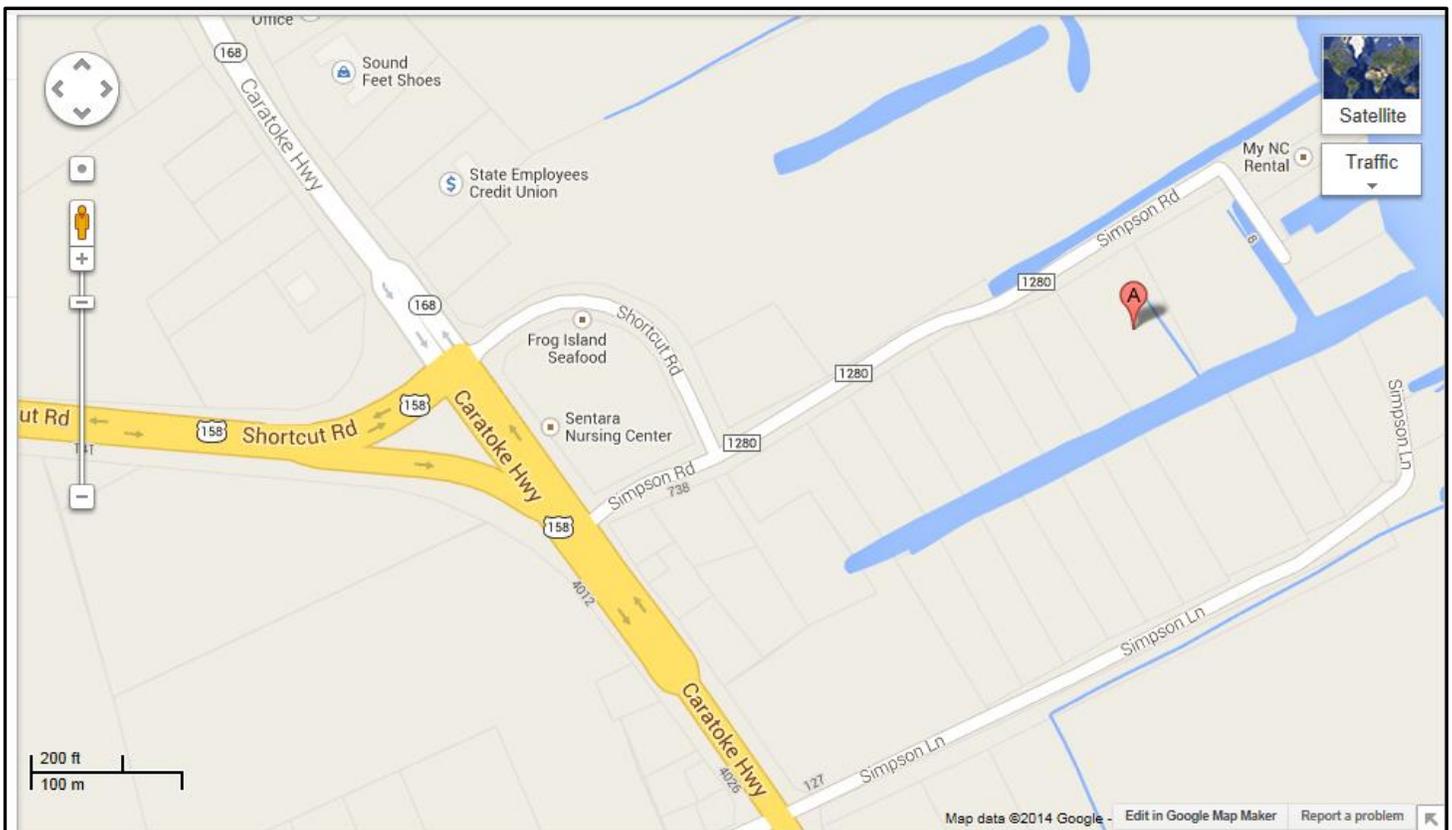
# 119 Creek Drive, Moyock, NC 27958

Parcel ID#031A00000100001



# 148 Simpson Road, Barco, NC 27917

Parcel ID#006900000170000





## County of Currituck E-Verify Affidavit

STATE OF NORTH CAROLINA

AFFIDAVIT:

COUNTY OF CURRITUCK

E-VERIFY COMPLIANCE

\*\*\*\*\*

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 by providing the County with an E-Verify Compliance Affidavit for any subcontractors current or subsequently hired by Employer.

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

Signature of Affiant: \_\_\_\_\_

Print or Type Name: \_\_\_\_\_

Contractor: \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

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

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

My Commission Expires:

\_\_\_\_\_  
(Affix Official/Notarial Seal)