



## Request For Qualifications #12152025

**Fig and Poplar Park  
Garysburg, NC 27831  
Northampton County**

**Due Date:** January 21, 2026 Wednesday  
**Time:** Local Time 3:00 PM  
**Receipt Location:** Electronic Submittal  
[garysburg@embarqmail.com](mailto:garysburg@embarqmail.com)

### Non-Mandatory Pre-Submittal Conference

**Date:** January 7, 2026 Wednesday  
**Time:** Local Time 11:00 AM  
**Location:** 36.455215, -77.558540  
Intersection of Fig Street and Poplar Street  
Garysburg, NC 27831

*Note: If needed, Town Hall is located at 504 Old Highway Road Garysburg*

<b>Project Contact:</b>	Robin Payne 252-588-2318 <a href="mailto:robinpayneconsulting@gmail.com">robinpayneconsulting@gmail.com</a>	<b>Town Contact:</b>	Dianne Gallimore Town Administrator 252-536-2167 <a href="mailto:garysburg@embarqmail.com">garysburg@embarqmail.com</a>
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## 1 NOTICE OF ADVERTISEMENT

### **Garysburg, North Carolina Request for Qualifications No. 12152025 Fig and Poplar Park**

Electronic Statements of Qualifications (SOQs) will be received by the Town of Garysburg until **3:00 PM Local Time on January 21, 2026**. Late submittals will not be accepted.

The Town of Garysburg, North Carolina, in Northampton County is seeking SOQs from qualified firms to obtain expert professional, technical, and advisory services for the design, bidding, and construction administration of Fig and Poplar Park as outlined in this solicitation. As a Request for Qualifications (RFQ), responding firms are not required to submit price information nor work product with submittal packages. Compliance with N.C.G.S. 143-64.31 is required.

The Town of Garysburg intends to pay, in part or in whole, the cost of the contract using grant(s) awarded after September 2026.

This solicitation may be examined at the Garysburg Town Hall, located at 504 Old Highway Road, Garysburg, NC 27831 Monday through Friday between the hours of 10:00 am and 4:00 pm. Copies of the solicitation may be obtained from the locations listed below:

1. Download the Solicitation Documents from the Town of Garysburg Website <https://www.townofgarysburgnc.org/>
2. Download the Solicitation Documents from the State of North Carolina IPS website [www.ips.state.nc.us](http://www.ips.state.nc.us) (Bid by Departments, search Town of Garysburg).

A Non-Mandatory, Pre-Submittal Conference will be held on **January 7, 2026, at 11:00 AM Local Time** at Fig and Poplar Park. Located at intersection of Fig and Poplar Streets. 36.455215, -77.558540 Representatives from the Town will be on hand to give a brief overview of the project and to answer questions. Attendance at this meeting is strongly encouraged.

The Town of Garysburg reserves the right to reject any or all submittals, to waive technicalities, and to make such selection deemed in its best interest. With limited response, the Town of Garysburg reserves the right to extend the solicitation opening date as appropriate in order to assure a competitive procurement process.

A North Carolina Architectural and/or Engineering License is required for this project.

The Town of Garysburg reserves the right to award to multiple vendors.

Offerors are required to comply with the non-collusion requirements set forth in the Solicitation Documents.

The Town of Garysburg encourages good-faith outreach to Minority Businesses (HUB-certified) and Small Businesses.

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## 2 SUBMITTAL DETAILS

### 2.1 SUBMISSION DEADLINE

All submittals, for the services specified, are to be received by the Town of Garysburg no later than **3:00 PM Local Time on January 21, 2026** per the instructions below. Any submittals received after this date and time shall be rejected without exception.

### 2.2 SUBMISSION REQUIREMENTS

The Statement of Qualifications must be submitted electronically using the following email: [garysburg@embarqmail.com](mailto:garysburg@embarqmail.com)

An email response will be sent to the email address entered on the SOQ SUBMISSION FORM (in APPENDIX A) as your confirmation of receipt. **Please add [garysburg@embarqmail.com](mailto:garysburg@embarqmail.com) to your contact list otherwise you may not receive the reply.**

The submittal must be signed by a person who is authorized to bind the proposing Company.

There is no expressed or implied obligation for the Town of Garysburg to reimburse Offerors for any expenses incurred in preparing a response to this request.

The Town of Garysburg reserves the right to reject any or all submittals, cancel this solicitation, to waive technicalities and to make such selection deemed in its best interest. The Town of Garysburg reserves the right to award to multiple vendors.

### 2.3 NON-MANDATORY PRE-SUBMITTAL CONFERENCE

A Non-Mandatory, Pre-Submittal Conference will be held on **January 7, 2026, at 11:00 AM Local Time** at the Fig and Poplar Park, located at the intersection of Fig and Poplar Streets. 36.455215, -77.558540 Representatives from the Town of Garysburg will be on hand to give a brief overview of the project and to answer questions. Attendance at this meeting is strongly encouraged.

### 2.4 SUBMITTAL QUESTIONS

Submittal questions will be due on or before **3:00 PM Local Time on January 14, 2026**. The primary purpose is to provide participating Offerors with the opportunity to ask questions, in writing, related to the RFQ. The County may respond with an addendum within three (3) calendar days.

Submit questions by e-mail to [garysburg@embarqmail.com](mailto:garysburg@embarqmail.com) by the deadline shown above. The email should identify the RFQ number and project title. All questions and answers may be posted as addenda <https://www.townofgarysburgnc.org/>

## **2.5 ADDENDA**

The Town of Garysburg may modify the RFQ prior to the date fixed for submission of SOQs by the issuance of an addendum.

Should an Offeror find discrepancies or omissions in this RFQ, or any other documents provided by the Town of Garysburg, the Offeror should immediately notify the Town of such potential discrepancy in writing via email as noted above.

Any addenda to these documents shall be issued in writing. No oral statements, explanations, or commitments by anyone shall be of effect unless incorporated in the written addenda. Receipt of Addenda shall be acknowledged by the Offeror on Appendix B, Addendum and Anti-Collusion form.

## **2.6 COMMUNICATION**

All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this Request for Qualifications must be made only through the Project or Town Contact noted on the cover of this RFQ. A violation of this provision is cause for the Town to reject a Company's SOQ.

## **3 INTRODUCTION**

### **3.1 TOWN**

The Town (estimated population 636) is located in the northeast. The Town provides its citizens with a full array of services that include public safety, human services, cultural and recreational activities, and general government administration. Water and wastewater are provided by Northampton County.

### **3.2 PURPOSE**

The Town of Garysburg is seeking SOQs from qualified firms to obtain expert professional, technical, and advisory services for the design, bidding, and construction administration of the development of Fig and Poplar Park. The Town of Garysburg Parks & Recreation committee recently began work on a Garysburg Park System comprised of three parks, bike paths, and walking paths. Fig and Poplar is one of three parks within the Park System.

This project will encompass an area that currently has a basketball court, aged playground equipment, deck, restrooms, and a small gazebo/picnic pavilion. The Town is seeking to develop the area further to allow for more recreational opportunities for citizens of various ages and recreation preferences.

Services to be provided shall include architectural and engineering services for all phases of development of design, bidding and construction documents, and construction administration services.

### 3.3 PROJECT FUNDING

The Town of Garysburg intends to pay, in part or in whole, the cost of the contract using grant(s) awarded after September 2026. Information in the Scope of Work will be used to apply for recreation grants.

NOTE: This is a Request for Qualification (RFQ). Responding firms are not required to submit project specific scope information nor price. Do not submit price information nor work product with your submittal package. Each submittal package will be reviewed based on qualification criteria listed in this RFQ. In accordance with applicable federal guidelines and NC G.S. 143-64.31, the Town of Garysburg will negotiate a contract with the best qualified firm based on the Scope of Work listed in this RFQ.

### 4 PROJECT OVERVIEW

This project consists of recreational amenities at Fig and Poplar Park in Garysburg, N.C. including construction of parking, fixed concrete games, playground, splash pad, updated restrooms, picnic shelters with grilles, asphalt sidewalk connections, and an all-inclusive playground. All work shall be performed in accordance with applicable local, state, and federal codes, ADA requirements, and industry standards.

### 5 SCOPE OF SERVICES

1. The Architect/Engineer shall provide traditional basic architectural and engineering services including civil, structural, mechanical, plumbing, fire protection and electrical engineering services and other authorized special services such as landscape design appropriate to the project. The final scope of services, together with the A/E fee, will be included in the final executed Agreement.
2. Prepare and submit design plans and drawings and a proposed schedule to the Town of Garysburg for review and comment.
3. Prepare overall estimate for the purpose of soliciting grants.
4. Incorporate the Town of Garysburg comments and prepare construction/bidding documents.
5. Design elements of Fig and Poplar Park: (reference Appendix C)
  - a. 3 Checker/Chess Stations (concrete fixed);
  - b. 1 Ping Pong/Table Tennis Station (concrete fixed);
  - c. 1 Horseshoe Station;
  - d. Asphalt parking, sidewalks 60" wide, service roads;
  - e. New picnic pavilion w/ BBQ Station and restrooms (replaces existing restrooms);
  - f. Splash Pad;
  - g. 2 Playgrounds;
  - h. 5 Picnic Table w/grilles;
  - i. Aesthetics to include Landscaping and replace chain link fence;
  - j. Signage;
  - k. Other Improvements as Determined by the Owner.

5. Perform all project management and quality control/quality assurance duties related to the survey, environmental, design, bidding, and construction administration and inspection as well as coordinating with jurisdictional agencies, utilities, and obtaining all necessary permits and approvals.
6. Prepare drawings that identify and locate all existing utilities and their impact/services on the project.
7. Prepare drawings that adequately address stormwater drainage through and within the project limits.
8. Follow all North Carolina Parks & Recreation Trust Fund Project requirements.

## **6 DETAILED SUBMITTAL REQUIREMENTS AND INSTRUCTIONS**

### **6.1 TERMS OF SUBMISSION**

All material received from a person or company ("Respondent") in response to this solicitation shall become the property of the Town of Garysburg and will not be returned to the Respondent. Any and all costs incurred by a Respondent in preparing, submitting, or presenting submissions are the Respondent's sole responsibility and the Town of Garysburg shall not reimburse the Respondent. All responses to this solicitation will be considered a public record and subject to disclosure under applicable public records law.

### **6.2 SOQ FORMAT**

**The Town of Garysburg desires all responses to be identical in format in order to facilitate comparison.** While the Town of Garysburg format may represent a departure from the vendor's preference, the Town of Garysburg requests adherence to the format. All responses are to be in the format described below.

Offerors should prepare their SOQ in accordance with the instructions outlined in this section. The submittal should be one (1) complete document. Each Offeror is required to submit the SOQ electronically. The SOQ should be prepared as simply as possible and provide a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFQ.

Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, or tables should be numbered and clearly labeled. Response information should be limited to pertinent information only. Marketing and sales type information is not to be included.

The total length of the submittal, including cover letter, should be no more than 25 single-sided pages. Submittals should be on 8 ½" x 11" paper with an 11-point minimum text size.

Key personnel resumes may also be provided as an appendix to the document and will not count against the page limit. Covers, section acknowledgements, and the required forms, do not count against the page limit.

**The submittal should be organized into the following sections:**

- **Section A** – Cover Letter
- **Section B** – Firm Background and Experience
- **Section C** – Project Team
- **Section D** – Project Experience
- **Section E** – Project Management, Approach and Quality Control
- **Section F** – Project Approach and Methodology
- **Section G** – Required Forms
  - Appendix A – SOQ Submission Form
  - Appendix B – Addenda Receipt and Anti-Collusion

Omissions and incomplete answers may be deemed unresponsive. Please initial any corrections.

### **6.2.1 SECTION A – COVER LETTER**

The cover letter shall briefly introduce your firm, principal in charge, and area(s) of experience in which your firm is seeking consideration. Also include the following;

- Expression of firm's interest in the work;
- Statement of whether firm is on register with the Secretary of State;
- Statement regarding firm's possible conflict(s) of interest for the work.
- Legal company name and DBA (if applicable).
- Corporate headquarters' address, phone number and Website address.
- Location Providing Service (if different from headquarters), address and telephone number.
- Name of single point of contact, title, direct telephone number and/or extension and direct email address. (Required)
- Name of person with binding authority, title, address, direct telephone number and/or extension and email address.
- Make the following representations and warranty in the cover letter, the falsity of which might result in rejection of its Statement of Qualifications:

"The information contained in this SOQ or any part thereof, including any exhibits, schedules, and other documents and instruments delivered or to be delivered to the Town of Garysburg, is true, accurate, and complete. This SOQ includes all information necessary to ensure that the statements therein do not in whole or in part mislead the Town of Garysburg as to any material facts."

### **6.2.2 SECTION B – FIRM BACKGROUND AND EXPERIENCE**

Provide a general description of the capabilities of your firm, including an overview related to its history, overall size, and experience preparing designs, construction bid documents and contract management oversight for municipal park development for governmental entities. State whether the firm has been sued or had a claim filed against it for defective design or errors and omissions in the last five (5) years. If the answer is "yes" please, provide details of each suit or claim and the resolution of the matter.

### **6.2.3 SECTION C – PROJECT TEAM**

Provide a detailed organization chart that presents the team to be dedicated to these services. This should include the project manager, engineers and/or architects, and other supporting staff to be used in completion of the work. Information to be included in this section shall include:

- Professional, relevant qualifications for up to three (3) projects for each team member, including the projects listed under the Project Experience section below in which the project team individual(s) had a significant role.
- Include North Carolina license information for Engineers, Architects and/or Surveyors assigned to this project.
- Municipal projects awarded.
- Subconsultants to be utilized in the execution of the project must be clearly identified within the organizational chart. Provide relevant qualifications for up to three projects for each subconsultant proposed as part of the project team. Projects listed should demonstrate prior successful teaming with the respondent.

### **6.2.4 SECTION D – PROJECT EXPERIENCE**

Provide a minimum of three (3) representative projects summarizing your firm's professional services experience in municipal and/or park design. Include the following information for each project:

- Owner's name and title;
- Owner's contact person name, address, telephone number, and email address;
- Title and description of the project;
- Description of the services provided;
- Actual cost;

### **6.2.5 SECTION E – PROJECT MANAGEMENT, APPROACH AND QUALITY CONTROL**

Provide a brief description of the Quality Assurance (QA) and Quality Control (QC) checklist, systems and methods employed by the firm to effectively manage the project, including a summary on the management of goal setting, client expectations, communications, scope, approach, quality control, project schedule, cost risk and stakeholders.

### **6.2.6 SECTION F – REQUIRED FORMS**

Submittals must include the following documents:

- Appendix A – Statement of Qualifications Submission (signed)
- Appendix B – Addenda Receipt and Anti-Collusion (signed)

## 7 EVALUATION CRITERIA AND SELECTION PROCESS

### 7.1 SELECTION PARTICIPANTS

1. Maintaining the integrity of the RFQ process is of paramount importance for the Town of Garysburg. To this end, do not contact any member of the Town of Garysburg Governing body or any member of the Town of Garysburg staff regarding the subject matter of this RFQ until a selection is made, other than the Town of Garysburg designated contact person identified in the introduction to this RFQ. Failure to abide by this requirement shall be grounds for disqualification from this selection process.
2. The Owner will establish an RFQ Evaluation Team to review and evaluate the submittals independently in accordance with the published evaluation criteria.
3. The Town of Garysburg reserves the right to conduct interviews with a shortlist of selected respondents.
4. At its sole discretion, the Owner may ask written questions of Offerors, seek written clarification, and conduct discussions with Offerors on the submittals.
5. At the Owner's discretion, it will initiate negotiations with the Preferred Offeror. The "Preferred Offeror" is the Offeror that the Owner determines achieves the apparent best overall ranking. If the Owner is unable to execute a contract with the Preferred Offeror, negotiations with the Preferred Offeror may be terminated, and provided that such negotiations are terminated in writing, the Owner may proceed to negotiate with the next Preferred Offeror. The Owner will continue in accordance with this procedure until a contract agreement is reached or the selection process is terminated. Negotiations are at the Owner's sole discretion.

## 7.2 EVALUATION SELECTION PROCESS

A weighted analysis of the evaluation criteria will be utilized to determine the Vendor that represents the best value solution for the Town of Garysburg.

In the evaluation and scoring/ranking of Offerors, the Owner will consider the information submitted in the RFQ as well as the meetings (if applicable) with the respect to the evaluation criteria set forth in the RFQ as follows on next page:

<b>SOQ Evaluation Criteria</b>	
Experience of Firm	10%
Project Team	30%
Relevant Project Experience	40%
Project Management, Approach, and Quality Control	20%

The initial evaluation criteria/factors and relative weights listed below will be used to recommend selection of the Proposed Offeror or for the purpose of selecting Short-Listed Offerors. The Town of Garysburg may choose to award without conducting interviews.

After identification of Short-Listed Offerors, the Owner may or may not decide to invite Short-Listed firms for interviews/demonstrations. If interviews are scheduled with the Short-Listed Offerors, previous evaluation and rankings are not carried forward. For the purpose of selecting a Preferred Offeror, the evaluation criteria will be given the following relative weights:

<b>Interview Evaluation Criteria</b>	
Project team, Availability of Resources; Experience; Management, and Approach	65%
Quality and Relevance of Interview	35%

## 7.3 AWARD PROCEDURE

The Town of Garysburg reserves the right to make an award without further discussion of the submittals received. It is understood that any SOQ submitted will become part of the public record. A submittal may be rejected if it is incomplete. The Town of Garysburg may reject any or all submittals and may waive any immaterial deviation in a submittal.

The Town of Garysburg may accept that SOQ that best serves its needs, as determined by the Town of Garysburg officials in their sole discretion.

More than one submittal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.

The Town of Garysburg may select and enter into negotiations with the next most advantageous Offeror if negotiations with the initially chosen Offeror are not successful.

The award document will be a Contract incorporating, by reference, all the requirements, terms and conditions of the solicitation and the Offeror's SOQ as negotiated.

## **8 GENERAL CONDITIONS AND REQUIREMENTS**

### **8.1 TERMS OF CONTRACT**

The Town of Garysburg has the right to reject any or all submittals, to engage in further negotiations with any Company submitting an SOQ, and/or to request additional information or clarification.

All SOQ's submitted in response to this request shall become the property of the Town of Garysburg and as such, may be subject to public review.

### **8.2 EXCLUDED PARTIES (DEBARRED AND SUSPENSION)**

Title 24 Code of Federal Regulations Part 24 requires that the Town of Garysburg not enter into a contract with any agency, corporation, partnership, or other legal entity that has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. All firms are required to certify that neither you nor your principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in programs funded by a Federal agency. Further, all firms must certify that you will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 24 Code of Federal Regulations Part 24.

### **8.3 CONTRACTUAL OBLIGATIONS**

The contents of this submittal and the commitments set forth in the selected SOQ shall be considered contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award. All legally required terms and conditions shall be incorporated into final contract agreements with the selected Service Provider(s).

All payroll taxes, liability and worker's compensation are the sole responsibility of the Proposer. The Proposer understands that an employer/employee relationship does not exist under this contract.

### **8.4 MINORITY BUSINESSES (MBE) OR DISADVANTAGED BUSINESSES (DBE)**

It is the policy of the Town of Garysburg that Minority Businesses (MBEs), Women businesses (WBEs), Disadvantaged Business Enterprises (DBEs) and other small businesses shall have the opportunity to compete fairly in contracts financed in whole or in part with public funds. Consistent with this policy, the Town of Garysburg will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any contract because of sex, race, religion, or national origin.

### **8.5 EQUAL EMPLOYMENT OPPORTUNITY**

All Firms will be required to follow Federal Equal Employment Opportunity (EEO) policies. The Town of Garysburg will affirmatively assure that on any project constructed pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to

race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

## **8.6 DRUG-FREE WORKPLACE**

During the performance of this Request, the Firm agrees to provide a drug-free workplace for his employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the Firm maintains a drug-free workplace.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor/firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Request.

## **8.7 EXPENSE OF FIRM**

The Owner accepts no liability for the cost and expenses incurred by firms in responding to this Procurement. Each Firm that enters into the Procurement process shall prepare the required materials and the SOQ at its own expense and with the express understanding that the Firm cannot make any claims whatsoever for reimbursement from the Owner for the costs and expenses associated with the process, even in the event the Owner cancels this Project or rejects all submittals.

## **8.8 E-VERIFY**

E-Verify is the federal 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. Vendor/Firm shall ensure that Firm and any Subcontractor performing work under this contract: (i) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

## **8.9 NONDISCRIMINATION**

Pursuant to Section 109 of the Housing and Community Development Act of 1974, no person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.

## 8.10 INSURANCE

One or more of the following insurance limits may be required if it is applicable to the project. The Town of Garysburg reserves the right to require additional insurance depending on the nature of the agreement.

At Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina.

### A. WORKERS' COMPENSATION (If Applicable)

Statutory (coverage for three or more employees) limits covering all employees, including Employer's Liability with limits of:

- \$500,000 Each Accident
- \$500,000 Disease - Each Employee
- \$500,000 Disease - Policy Limit

### B. COMMERCIAL GENERAL LIABILITY

(for any agreement unless otherwise waived by the Risk Manager)

Covering Ongoing and Completed Operations involved in this Agreement.

- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal and Advertising Injury Limit

### C. COMMERCIAL AUTOMOBILE LIABILITY

(for any agreement involving the use of a contractor vehicle while conducting services associated with the agreement)

- \$1,000,000 Combined Single Limit - Any Auto

### D. PROFESSIONAL LIABILITY

(only for any agreement providing professional service such as engineering, architecture, surveying, consulting services, etc.)

- \$1,000,000 Claims Made
- Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

## ADDITIONAL INSURANCE REQUIREMENTS

- A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

**The Town of Garysburg, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.**

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.

C. Contractor shall have no right of recovery or subrogation against the Town of Garysburg (including its officers, agents and employees).

D. It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.

E. The Town of Garysburg shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.

F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify the Town of Garysburg Risk Manager at 504 Old Highway Road Garysburg NC within two (2) days of the cancellation or substantive change of any insurance policy set out herein. The Town of Garysburg, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

G. The Certificate of Insurance should note in the Description of Operations the following:

Department: \_\_\_\_\_

Contract #: \_\_\_\_\_

H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend the Town of Garysburg for claims made or suits brought which result from or are in connection with the performance of this Agreement.

I. Certificate Holder shall be listed as follows:

Town of Garysburg Risk Management  
504 Old Highway Road Garysburg, NC 27831

J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

## **8.12 INDEMNIFICATION**

Contractor agrees to protect, defend, indemnify and hold the Town of Garysburg, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

**APPENDIX A – SOQ SUBMISSION FORM**

**RFQ No. 12152025**

**Garysburg Fig and Poplar Park**

**SUBMIT WITH SOQ**

This SOQ is submitted by:

Company Legal Name \_\_\_\_\_

Representative Name \_\_\_\_\_

Representative Signature \_\_\_\_\_

Representative Title \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Email Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Website \_\_\_\_\_

It is understood that the Town of Garysburg reserves the right to reject any and all submittals, to make awards according to the best interest of the Town of Garysburg, to waive formalities and technicalities, to recover and re-advertise this project.

SOQs are valid for 180 calendar days from the due date and are submitted by an executive of the company who has the authority to contract with the Town of Garysburg.

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX B – ADDENDUM AND ANTI-COLLUSION**

**RFQ No. 12152025**

**Garysburg Fig and Poplar Park**

**SUBMIT WITH SOQ**

Please acknowledge receipt of all addenda by including this form with your submittal. Any questions or changes received will be posted as an addendum on <https://www.townofgarysburgnc.org/> and/or [www.ips.state.nc.us](http://www.ips.state.nc.us). It is your responsibility to check for this information.

<b>Addendum No.</b>	<b>Date Downloaded</b>

**I certify that this SOQ is made in good faith and without collusion with any other offereor or officer or employee of the Town of Garysburg.**

**Legal Company Name** \_\_\_\_\_

**Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Email Address** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

# FIG & POPLAR PARK

## GARYSBURG PARK SYSTEM

### APPENDIX C - SITE PLAN



# GARYSBURG PARK SYSTEM

APPENDIX - D SITE MAP

**FIG 8 POPLAR PARK**

**PEACH TREE PARK**

**TOWN SQUARE PARK**

**BUFFER**



**MUNICIPAL BOUNDARY**

