



**NOTICE OF REQUEST FOR QUALIFICATIONS (RFQ)
FOR
PROFESSIONAL SERVICES FOR A SITE FEASIBILITY STUDY FOR A
COMBINED FIRE AND EMS FACILITY IN THE TOWN OF CHAPEL HILL**

BID: A/E 25-006

FROM: Zakia Alam, Purchasing & Contracts Manager

SUBJECT: Request for Qualifications for Professional Services for a Site Feasibility Study for a combined Fire and EMS Facility in the Town of Chapel Hill

DATE: May 28, 2025

The Town of Chapel Hill in partnership with Orange County Emergency Management Services is requesting Statements of Qualifications from firms interested in providing professional services to deliver a Site Feasibility Study for a combined Fire and EMS facility located in the Town of Chapel Hill. The selected firm will be required to work with development team members from both the Town of Chapel Hill Fire Department and Orange County Emergency Management Services throughout the evaluation of the proposed site. The consultant will be allowed to work with sub-consultants as necessary to provide the required expertise for the conveyance of the fully executed project scope.

Statements of Qualifications are due by 3:00PM on June 27, 2025. Please email the Statements of Qualification to the Purchasing & Contract Manager at zalam@townofchapelhill.org

For information related to specifics of the Statement of Qualifications please contact:

Chad Brown

Capital Projects Manager, Town of Chapel Hill

Cbrown1@townofchapelhill.org

All questions related to this RFQ must be submitted to Chad Brown at cbrown1@townofchapelhill.org by June 13, 2025. All responses to submitted questions will be published in the form of an addendum on the Town's website at www.townofchapelhill.org on June 20, 2025

Any questions on the bidding procedures, please contact the Purchasing Division at (919) 969-5022.

The Town of Chapel Hill reserves the right to reject any and all Statements of Qualifications.

Site Feasibility Study for a Combined Fire and EMS Station

Bid: AE-25-006, Town of Chapel Hill, North Carolina

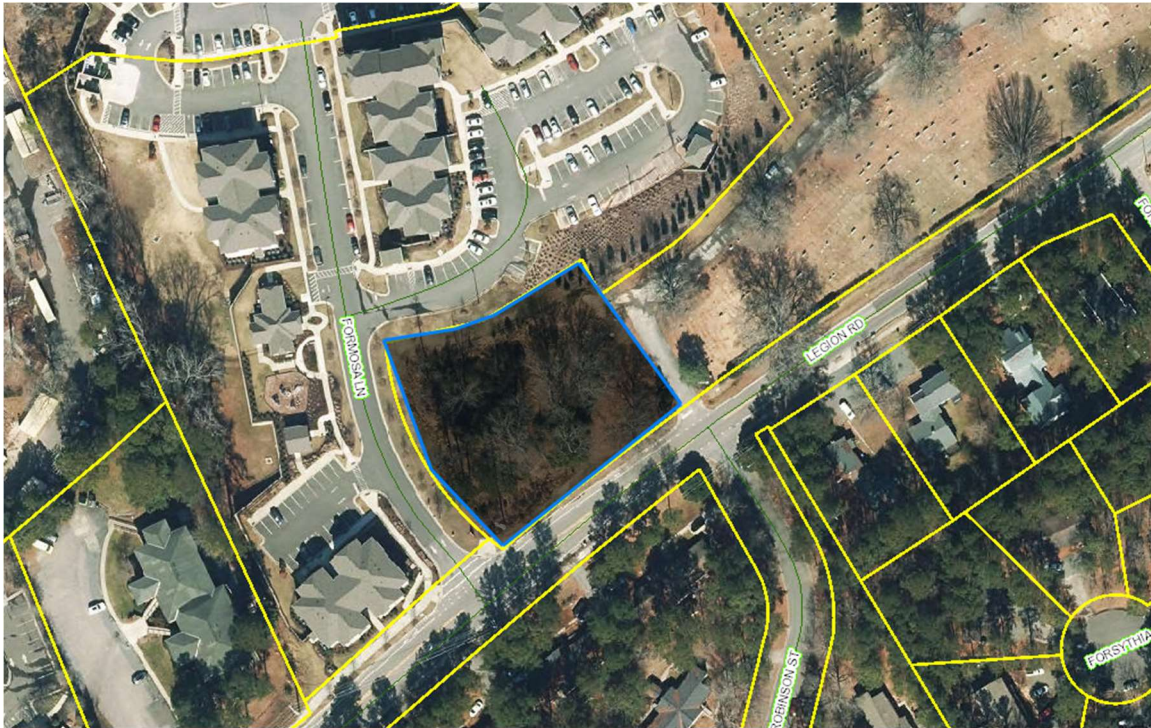
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1.0 Introduction

The existing Chapel Hill Fire Station 3 is beyond its useful life and needs to be replaced. There is a simultaneous need for additional space for Orange County EMS units within the Town of Chapel Hill to support increased demand. Because of availability and price, land is a major barrier to building facilities locally. The Chapel Hill Fire Department in partnership with Orange County EMS is pursuing the development of a Town-owned parcel as a key strategy to addressing this need for new facilities.

The single existing Town owned site under consideration for this feasibility study is located at the corner of Formosa Lane and Legion Road in Chapel Hill, North Carolina, with the physical address of 1721-1719 Legion Road. The area to be evaluated is in the southwest corner of the overall 11.5-acre parcel of land with the legal description of Chapel Hill Memorial Cemetery. The currently unused area to be studied is the approximate 1-acre space between Formosa Lane and the Cemetery entrance drive situated across from Jackie Robinson Street. See below for a visual, where the shaded box is an indication of the available space. The PIN of the lot pictured is 9799578934.



This Feasibility Study is needed to assess the ability of the site under consideration to be able to adequately support the program, infrastructure, and spatial needs for the development of a new combined Fire Station Emergency Services facility and to inform future design phases should they be warranted, and the funding is secured. It is envisioned that the future life of an overall project will follow the traditional design-bid-build process; with conceptual design, schematic design, and construction documentation phases being implemented, along with the inclusion of cost estimation for each. This joint venture project represents an important investment for the community, and the expectation is that the outcome will meet the highest standards for analysis, design quality and sustainability. High priority will be placed on creative site design evaluation to provide for the most efficient use of the small area of land to best address all public safety needs. The information provided by the feasibility study should be of sufficient quality and quantity so as to allow the Town of Chapel Hill and Orange County Emergency Management Services to decide whether to proceed to a design phase of site development construction.

For programming development needs the overall project is preliminarily expected to include:

- Fire Station (~12,000 Sq Ft)
 - Sleeping Quarters
 - Shower / Bathing Facilities
 - Day / Living Room
 - Office Space / Radio Room
 - Kitchen
 - Classroom
 - NFPA Compliant PPE Storage
 - Air Compressor Area
 - General Equipment Storage

- Emergency Medical Services Station (~6,000 Sq Ft)
 - Sleeping Quarters
 - Shower / Bathing Facilities
 - Office Space / Radio Room
 - Day / Living Room
 - Kitchen
 - General Equipment Storage and Decontamination
 - Secured Medical Supply Storage

This RFQ is for the Site Feasibility Study scope of work only. The Statement of qualifications does not need and should not include a fee proposal for any tasks, fee proposals would be requested during the course of contract negotiations. Following any interview process, the Town of Chapel Hill and Orange County Emergency Management Services will begin contract negotiations with the firm determined to be the most qualified. In the event that a contract cannot be negotiated with the first firm, the Town of Chapel Hill and Orange County Emergency Management Services reserves the right to negotiate with the next qualified firm(s) until a contract can be reached.

Site Feasibility Study for a Combined Fire and EMS Station

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2.0 Scope of Work

Site Feasibility Study:

- Provide the preliminary assessment and evaluation of the existing site conditions to determine if the area under consideration is suitable for the development of the future Fire EMS facility.
- Work with Working Groups that include Town and County staff, environmental consultants, and private development team as applicable to guide the project.
- Evaluate the operational, spatial, and access requirements of the future Fire Station EMS facility and ensure that the site can meet them.
- Identify potential geologic hazards, archeological, and or site constraints, if any, and provide recommendations for remediation.
- Evaluate the physical characteristics of the site, including topography, soil conditions, utilities, and access.
- Gather pertinent data and information, The consultant is responsible for all costs associated with obtaining third-party data. The Town can provide electronic survey data, boundary survey and topography to be used as a base map.
- The consultant shall be responsible for gathering all site information required, including field work for geotechnical analysis, as well as obtaining soils report with information regarding soil bearing capacity.
- Determine if proposed use meets all zoning, regulatory, and legal requirements.
- Assess the availability and adequacy of the infrastructure needs, such as roads, connections, utilities, and stormwater requirements.
- Evaluate potential environmental impacts, wetlands and related buffers, setback requirements, and the subsequent risks.
- Traffic impacts analysis, but not to include a full traffic study.
- Utility service availability and options for all public utilities such as water, sewer, electric, gas, fiber optic, etc. and anticipated public safety communications.
- Develop a rough order of magnitude cost estimate that provides all potential development site improvement costs.

- The study process and subsequent report should include a rough massing drawing that delineates the available construction envelope and includes the best possible location for the proposed future Fire EMS facility, including the site boundaries, ROW, setbacks, access points, etc. based upon the preliminary programming square footage requirements.
- Include a professional recommendation for the course of action(s) necessary to develop the property following delivery of the feasibility study. Identify any future studies required for in-depth due diligence in determining this site will adequately facilitate the construction of the proposed Fire Ems facility, along with the estimated cost of these studies.
- Justify the recommendation(s) with appropriate data and analysis and clearly summarize the findings of the feasibility study, including the strengths and weaknesses of the site.
- The completed project deliverables will need to include reproducible text and reduced sized graphic materials (plans, sections, elevations, and 3D views) that address all elements of the scope of work. In addition, electronic files of all deliverables and graphic materials will need to be provided that are suitable for presentation to the Governing Bodies, Town and/or County Advisory Boards, and other interested parties.
- All plans, studies, surveys, soil boring reports, designs, or other deliverables will be owned by the Town of Chapel Hill and Orange County Emergency Services for their use in this or future projects.

+ Additional Services

The consultant is encouraged to identify any additional work that is not specified in this Scope of Work that would be, in its opinion, necessary to complete the project as defined herein. The consultant may propose additional services that in its opinion will improve the efficiency and quality of the project. If identified, the additional work or services must be included in the proposal but separated out as an additional task to be considered for inclusion in the overall scope of the project.

3.0 Submittal Requirements

One electronic copy of the statement of qualifications must be submitted, marked with the RFQ title, “Professional Services for a Site Feasibility Study for a combined Fire and EMS Facility in the Town of Chapel Hill” to the Purchasing and Contracts Manager, **by 3:00 P.M. on June 27, 2025.** Proposals received after the date and time specified in this RFQ will not be considered.

The selection committee will appreciate proposals that are direct and to the point. Extraneous marketing materials are not considered helpful but can be placed in an appendix that may or may not be reviewed by the committee at its option. The length of the proposals should be limited to no more than 15 pages.

All proposals should include the following sections, presented as numbered here:

Site Feasibility Study for a Combined Fire and EMS Station

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Section 1: Cover Letter

In addition to introductory remarks, describe what makes your team uniquely qualified for this project.

Section 2: Identification of Team Members

Provide team firm names, address, and contact information. List the person and contact information for the person who will be the main contact regarding this RFQ.

Section 3: Organizational Chart:

Provide an organizational chart and description that identifies the lead firm and other members of the project team, including sub-consultants, who would be assigned to the project. This chart should clearly delineate the roles and responsibilities of the various team members.

Section 4: Team Member Qualifications:

Detailed background information regarding personnel for at least the key team architectural, engineering, (including at least MEP, Civil and Structural) landscape architecture and interior design members, including:

- Professional registrations and certifications, listing applicable state(s)
- Office location
- Position title
- Length of service in current position
- Role in past projects of a similar nature (e.g., collaborating with one or more architectural firms on the same project area)
- Commitment to this project

The expectation is that the team members presented in the response will be actively engaged in the project throughout the design period, and substitute design team members can only be modified with the approval of the Town and County.

Section 5: Architectural and Engineering Team Capabilities:

Description of the lead Architectural and/or Engineering firm's capabilities to support the project team, including:

- Proposed Procedures and processes to manage the work.
- Backup and support personnel.
- Specialists and sub-contractors that would work on the project and their office locations.
- Any information on lawsuits filed that include the lead architectural or engineering firms within the past 5 years and the outcomes of any suits.
- Information on the lead architectural and engineering firms' financial capacity to complete this project.

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Section 6: Relevant Experience:

Description of the project team's experience and capability in the following areas:

- Site Selection Feasibility Studies
- Pre-development Cost Estimating
- Fire Station / Public Safety Facility Design
- LEED design accreditation, AIA 2030 experience, resilience hubs (if applicable)
- Cross-departmental collaborative ventures

References for recent similar projects, including graphics, date, and cost of services performed, and contact information for an owner's representative having knowledge of the lead firm's work. Provide information on the anticipated and completed project schedules and any potential reasons for delay.

Section 7: Anticipated Schedule:

It is desirable to complete the scope of work as quickly as possible. The lead firm's estimate of the time required to complete the work will be a consideration in the consultant selection process. The proposal shall include a statement or chart showing the anticipated schedule. This schedule should identify the components of the scope of work and any other tasks deemed necessary or desirable and include provisions for review by Town and County staff and other members of the Steering Committee and project Working Groups.

Section 8: Project Approach

Based upon your examination of the background materials for the project, initial reading of the program elements, and initial observations regarding the site and community context, describe (through graphics and/or words) what you see as your driving force that will animate the project, or outline key project aspects that will guide your project vision.

Note: Shortlisted teams will be asked to present an initial project vision as part of the interview. It is anticipated that this vision, while not a "design" per se, will offer each team a means of graphically differentiating themselves and give the interview team a flavor of what kind of outcome might be expected in terms of quality of design. This could be a schematic diagram, or some other conceptual graphic that expresses the intended project approach.

Selection Process

The Town and Orange County Emergency Management Services will apply the requirements of North Carolina General Statute Section 143-64.31 regarding selection of architectural and engineering services.

Selection Criteria

Proposals received will first be reviewed for completeness and inclusion of the information specified in the submittal requirements. The absence of required information may result in exclusion from further consideration. Proposals will then be evaluated on the following criteria:

- Previous relevant project team experience working together
- Qualifications of the project team members
- Capability of the lead firm to manage the work
- Acceptability of the proposed schedule
- Accessibility of project team members
- Experience with prior projects of a similar nature
- Project Approach
- Other areas that may be determined by the Town

Anticipated Selection Schedule

All proposals must be submitted to the Purchasing and Contracts Manager by 3:00 P.M. on June 27, 2025. After review by the Town of Chapel Hill and Orange County Emergency Management Services, interviews are anticipated to be scheduled for late July. It is hoped that a contract will be awarded by August 15, 2025.

Details of SOQ Submission

SOQ, subject to the conditions made a part hereof, will be accepted until 3:00 P.M., on June 27, 2025, for furnishing services described herein. A tentative timeline is provided below:

Table 1: RFQ Timeline

Date	Event
05/28/2025	Distribution of RFQ
06/13/2025	Questions due in writing by 2:00 P.M. to Chad Brown. at cbrown1@townofchapelhill.org
06/20/2025	Answers to questions received will be published by 5:00 P.M. on Town website under Bid Notices at www.townofchapelhill.org
06/27/2025	Proposals due by 3:00 P.M. (See <i>Electronic Delivery</i> below)
07/18/2025	Selection and Notification

Electronic Delivery

The Statements of Qualifications must be submitted as a pdf file attached to an e-mail message and sent to zalam@townofchapelhill.org with the following inserted in the "subject" line of the e-mail: " **RFQ for Professional Services for a Site Feasibility Study for a combined Fire and EMS Facility in the Town of Chapel Hill**"

Site Feasibility Study for a Combined Fire and EMS Station

Bid: AE-25-006, Town of Chapel Hill, North Carolina

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Philosophy Statement

The primary function of Town of Chapel Hill facilities is to establish space and an atmosphere whereby the Town staff has the support and tools to provide excellent service to the public and other Town staff. Design and construction of the space are undertaken in a manner consistent with community and organizational values, environmental and fiscal sustainability, and open and accessible government while encouraging engagement and collaboration for all who enter those facilities. We desire our facilities to be friendly, welcoming, and safe for all.

Goals

1. **Safe:** Town facilities are safe spaces that encourage employee wellness. Construction materials and design protect employees from health and human threats. There are areas for employees to take breaks, congregate, socialize, and exercise.
2. **Functional:** Space is designed around user needs and common functions. Facilities have multi-functional meeting spaces that can be used for training, public and private meetings, and work areas for individuals or teams.
 - a. *Dedicated Space:* Facilities also have adequate space for specific needs like training that is not used for other purposes.
 - b. *Security:* Functions that require security and privacy are appropriately separated from non-secure areas.
3. **User-oriented:** Facilities are designed to be consistent with the Town staff's adopted "RESPECT" value statement and include a user-friendly layout that is straightforward and easy to navigate. Public areas are attractive, inviting spaces that convey professionalism and functionality.
4. **Adaptable:** New facilities or reconfigurations of existing space are designed for present and future needs. Consideration is given to potential growth and future organizational needs. Design reflects the day-to-day use of a facility as well as special and unique situations.

Insurance

The successful submitter shall procure and maintain during the life of the Contract the following insurance coverages:

Worker's Compensation: Coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with a limit of \$100,000 for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit.

Commercial General Liability: Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, sudden and accidental pollution losses, and a contractual liability endorsement.

Business Auto Policy: Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles and employee non-ownership.

Professional Liability Insurance: The selected firm will be required to furnish proof of professional liability insurance coverage in the minimum amount of \$1,000,000.

Special Requirements: Based on nature of services to be provided by the firm and assessment of risk posed to the Town, the Town may require evidence of supplementary insurance coverages.

The Town of Chapel Hill and Orange County are to be named as an additional insured on the Commercial General Liability policy.

Current, valid insurance policies meeting the above requirements shall be maintained for the duration of the project. Renewal certificates shall be sent to Orange County and the Town of Chapel Hill thirty (30) days prior to any expiration date. There shall also be a 30-day notification to the Town and the County in the event of cancellation or modification of any stipulated insurance coverage. Certificates of Insurance on an Accord 25 (8/84) or similar form meeting the required insurance provisions shall be forwarded to the Town of Chapel Hill and Orange County. Wording on the Certificate of Insurance which states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable. Original policies or certified copies of policies may be required by the Town at any time.

Hold Harmless: The Contractor agrees to indemnify and hold harmless the Town of Chapel Hill and Orange county from all loss, liability, claims or expense (including reasonable attorneys' fees) arising from bodily injury, including death or property damage to any person or persons proximately caused in whole or in part by the negligence or willful misconduct of the Contractor except to the extent same are caused by the negligence or misconduct of the Town or the County.

Preparation Costs

The Town of Chapel Hill and/or Orange County will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any statements of qualification.

Additional Terms and Conditions

All proposals and other material submitted become the property of the Town of Chapel Hill. The Town of Chapel Hill and the County reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the SOQ and will not affect the proposal evaluations.

This feasibility study project will utilize the standard Orange County Emergency Management Services contract for professional services. The County will be the sole source of funding and payments made directly to the provider for the Basic Service Fees in this agreement. A copy of this standard contract document is attached for reference. The terms and conditions of the contract are subject to change without notice.

Prohibited Contract Terms

In no event shall there be any of the following unless Town's and the County's express prior written agreement is obtained: (1) any limitation on, or disclaimer of, implied or express warranties or the liability of Contractor; (2) any limitation of damages, including a limitation on consequential damages; (3) any requirement for arbitration or for mandatory mediation; (4) any requirement that Town or County officials or employees keep information confidential or any requirement that records be kept confidential by the Town and/or the County, unless the requirement for confidentiality meets the requirements of the Public Records Law.

Open Records

Information submitted to the Town of Chapel Hill is public information and is available upon request in accordance with the North Carolina Public Information Act. As provided by North Carolina statute and rule, the Town will consider keeping confidential the trade secrets, which the firm does not wish to be disclosed. For such information, each page must be marked in boldface at the top and bottom as "CONFIDENTIAL". In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina General Statutes 132-1.2(1).

Attached is a sample of the Services Agreement Contract that will be used.

NORTH CAROLINA

SERVICES AGREEMENT RFQ

ORANGE COUNTY

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

WITNESSETH:

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

1. Services

a. Scope of Work.

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

2. Responsibilities of the Provider

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

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

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

3. Basic Services

- a. Basic Services.

- i) The Provider shall perform as Basic Services the work and services described herein and as specified in the County’s and Town’s Request for Qualifications (the “RFQ”) “RFQ Number _____ for “_____” issued _____, 20_____, and the Provider’s proposal, which are fully incorporated and integrated herein by reference together with Attachments _____ (designate all attachments). In the event a term or condition in any referenced document or attachment conflicts with a term or condition of this Agreement the term or condition in this Agreement shall control. This document shall have preference; provided that where either any exhibit attached hereto or this document establishes higher standards for performance by either party, the higher standard, wherever located, shall apply. Should such conflict arise the priority of documents shall be as follows: This Agreement, the County’s and Town’s RFQ together with attachments, Provider’s Proposal together with attachments.

- ii) The Basic Services will be performed by the Provider in accordance with the following schedule: (Insert milestones task list, dates and fees. If milestones are not established mark N/A under Milestone Task 1.)

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

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

4. Duration of Services

- a. Term. The term of this Agreement shall be from _____ to _____. Any renewal provisions that may be contained in any exhibit attached hereto are void and without effect.

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

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

5. Compensation

- a. Compensation for Basic Services. Compensation for Basic Services shall include all compensation due the Provider from the County for all services satisfactorily (as determined by the County and Town) performed pursuant to this Agreement. The maximum amount payable for Basic Services is Dollars (\$). In the event the amount stated on an invoice is disputed by the County or Town, the County may withhold payment of all or a portion of the amount stated on an invoice until the parties resolve the dispute. Payment for Basic Services shall become due and payable in direct proportion to satisfactory services performed and work accomplished. Payments will be made as Project milestones as set out in Section 3(a)(ii) are achieved up to the corresponding milestone fee. *(For example, Provider may invoice for the amount listed as the milestone fee corresponding to the first milestone task upon County's and Town's acknowledgement of the satisfactory completion of Task one. Upon the County's and Town's acknowledgement that the second Task has been satisfactorily completed Provider may invoice for that corresponding milestone fee.)* Milestone fees shall be the maximum amount payable for its corresponding milestone task which shall not be altered except by written amendment.
- b. Sole Source for Compensation. Subject to the Inter-Local Agreement between Orange County and the Town of Chapel Hill regarding this project, the County will be the sole source of funding and payments made directly to the provider for the Basic Service Fees in this agreement. This reference does not grant any rights to Provider under the Inter-Local Agreement. To the extent allowed by law the County agrees to indemnify the Town for any claim regarding non-payment made by the Provider, up to the amounts identified in the Inter-Local Agreement (\$50,000.00).
- c. Additional Services. County and Town shall not be responsible for costs related to any services in addition to the Basic Services performed by Provider unless County and Town requests such additional services in writing and such additional services are evidenced by a written amendment to this Agreement.

6. Responsibilities of the County and the Town

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

7. Insurance

- a. General Requirements. Provider shall obtain, at its sole expense, Commercial General Liability Insurance, Automobile Insurance, Workers' Compensation Insurance, and any additional insurance as may be required by County's and/or Town's Risk Manager as such insurance requirements are described in the Orange County Risk Transfer Policy and Orange County Minimum Insurance Coverage Requirements (each document is incorporated herein by reference and may be viewed at http://www.orangecountync.gov/departments/purchasing_division/contracts.php.) If County's and/or Town's Risk Manager determines additional insurance coverage is required such additional insurance shall consist of _____ (if no additional insurance required mark N/A as being not applicable). Provider shall not commence work until such insurance is in effect and certification thereof has been received by the County's and the Town's Risk Manager.
- b. Both the County and the Town shall be named as an additional insured under the Provider's Commercial General Liability and Business Automobile policies.

8. Indemnity

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

9. Amendments to the Agreement

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

10. Termination

- a. Termination for Convenience of the County and Town. This Agreement may be terminated without cause by the County and/or Town and for its convenience upon seven (7) days prior written notice to the Provider.
- b. Other Termination. The Provider may terminate this Agreement based upon the County's or Town's material breach of this Agreement; provided, the County and Town have not taken all reasonable actions to remedy the breach. The Provider shall give the County and Town seven (7) days' prior written notice of its intent to terminate this Agreement for

cause. Either party may terminate this Agreement upon notice to the other party that obligations pursuant to this Agreement are made impractical due to declarations of emergency by Orange County, Town of Chapel Hill, or by North Carolina due to events directly impacting Orange County or the Town of Chapel Hill. Both parties shall remain responsible for all payment and performance due up to the receipt of such notice, but shall have no further obligation or responsibility beyond that date provided the terminating party has taken all reasonable steps to complete the performance of its obligations.

c. Compensation After Termination.

i) In the event of termination, the Provider shall be paid that portion of the fees and expenses that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by the County or town due to errors or omissions of the Provider. Upon request of the County and Town, the Provider shall submit to County and Town all relevant documentation, including but not limited to, job cost records, to support its claims for final compensation.

ii) Should this Agreement be terminated, the Provider shall deliver to the County and Town within seven (7) days, at no additional cost, all deliverables including any electronic data or files relating to the Project.

d. Waiver. The payment of any sums by the County under this Agreement or the failure of the County and Town to require compliance by the Provider with any provisions of this Agreement or the waiver by the County and Town of any breach of this Agreement shall not constitute a waiver of any claim for damages by the County or Town for any breach of this Agreement or a waiver of any other required compliance with this Agreement.

e. Suspension. County and/or Town may suspend the Basic Services and this Agreement at any time for County's and/or Town's convenience and without penalty to County and/or Town upon three (3) days' notice to Provider. Upon any suspension by County and/or Town, Provider shall discontinue the Basic Services and shall not resume the Basic Services until notified to proceed by County and Town.

11. Additional Provisions

a. Limitation and Assignment. The County, Town, and the Provider each bind themselves, their successors, assigns and legal representatives to the terms of this Agreement. Neither the County, Town, nor the Provider shall assign or transfer its interest in this Agreement without the written consent of the other. There are no third-party beneficiaries of this Agreement and nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto (and their respective successors, heirs and permitted assigns), any rights, remedies, or obligations.

b. Governing Law. This Agreement and the duties, responsibilities, obligations and rights of respective parties hereunder shall be governed by the laws of the State of North Carolina.

c. Compliance with Laws. Provider shall at all times remain in compliance with all applicable local, state, and federal laws, rules, and regulations including but not limited to all state and federal anti-discrimination laws, policies, rules, and regulations and the Orange County Non-Discrimination Policy and Orange County Living Wage Policy (each Orange County policy is incorporated herein by reference and may be viewed at

http://www.orangecountync.gov/departments/purchasing_division/contracts.php.) Any violation of this requirement is a breach of this Agreement and County and/or Town may immediately terminate this Agreement without further obligation on the part of the County or Town. This paragraph is not intended to limit and does not limit the definition of breach to discrimination. By executing this Agreement Provider affirms that Provider and any subcontractors of Provider are and shall remain in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. By executing this Agreement Provider certifies that Provider has not been identified, and has not utilized the services of any agent or subcontractor identified, on the list created by the State Treasurer pursuant to G.S. 147-6.58. By executing this Agreement Provider certifies that Provider has not been identified, and has not utilized the services of any agent or subcontractor identified, on the list created by the State Treasurer pursuant to G.S. 147-86.81.

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

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

circumvent the requirements of this Agreement.

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

- i. Signatures. This Agreement together with any amendments or modifications may be executed electronically. All electronic signatures affixed hereto evidence the consent of the Parties to utilize electronic signatures and the intent of the Parties to comply with Article 11A and Article 40 of North Carolina General Statute Chapter 66.
- j. Construction project Related Sales Tax: If applicable, the Provider must provide certified statements regarding the cost of materials purchased and the amount of North Carolina sales and use taxes paid by Provider and any subconsultants. Provider further agrees to provide the County and Town with any additional information and documentation the County and/or Town might request in the event the Commissioner of Revenue of the State of North Carolina requires more information to substantiate a refund claim by the County or Town for sales or use tax. The County will not make payment until these statements are submitted. Any tax refunds received by the County or Town will remain with the County or Town.
- k. Notices. Any notice required by this Agreement shall be in writing and delivered by certified or registered mail, return receipt requested to the following:

Orange County

Provider's Name & Address

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

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

ORANGE COUNTY:

PROVIDER:

By: _____ By: _____

Printed Name and Title

TOWN OF CHAPEL HILL

DEPARTMENT HEAD/EXECUTIVE DIRECTOR OR DEPUTY/TOWN MANAGER

PRINTED NAME & DEPARTMENT

ATTEST BY TOWN CLERK:

TOWN CLERK/DEPUTY TOWN CLERK

TOWN SEAL

Town Clerk attests date this the _____ day of _____ 20 _____ .

Approved as to Form and Authorization

ATTORNEY FOR TOWN

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

FINANCE OFFICER

DATE

ORANGE COUNTY—INTERNAL USE ONLY

Finance Information

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

Contract Details

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

Award

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

Signature Authority

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

Bidding

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

Department Affirmation

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

Department Director's Signature _____ **Date:** _____

Information Technologies

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

Office of the Chief Information Officer _____ **Date:** _____

Inapplicable because no hardware/software purchases or related services

Risk Management

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

Office of the Risk Management Officer _____ **Date:** _____

Financial Services

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

Office of the Chief Financial Officer _____ **Date:** _____

Legal Services

This agreement is approved as to legal form and sufficiency:

Office of the County Attorney _____ **Date:** _____

Clerk to the Board

All DocuSign contracts must be copied to the Clerk upon completion: occlerkdocs@orangecountync.gov

The following signature block is for hard copies only and is not required for DocuSign contracts:

Received for record retention:

Office of the Clerk to the Board _____ **Date:** _____