

REQUEST FOR QUALIFICATIONS FOR PLANNING AND DESIGN SERVICES FOR THE NEW FIRE STATION NO. 4 PARK PROJECT

TOWN OF HUNTERSVILLE, NORTH CAROLINA

1.0 PURPOSE & PROJECT DESCRIPTION

The Town of Huntersville is accepting Request for Qualifications (RFQ) from consulting firms to provide professional services to develop a Park Specific Master Plan for the new Fire Station No. 4 Park in Huntersville, NC. The Fire Station No. 4 Park Land is the remaining 7 acres of land at the existing Fire Station site located at 8826 McIlwaine Road. This site sits adjacent to a future elementary school that is being planning by Lake Norman Charter School. The Town has entered into a joint use agreement with the school for the use of their new gym. The planning of this park site should investigate opportunities to integrate the park site with the new school site. The intent is to have the Park Master Plan approved by the Huntersville Town Board by February 1, 2025, and begin Construction Documents there after pending construction budget approvals.

2.0 SCOPE OF SERVICES

The Scope of Work for the Master Plan includes, but is not limited to, the following:

2.1 PUBLIC ENGAGEMENT

- a. Develop a community engagement plan that provides well organized and directed activities, techniques and formats that will ensure that a positive, open and proactive public participation process is achieved.
- b. Assure residents, user groups, community organizations and associations, stakeholders, elected officials, business leaders and public and private agencies are provided an opportunity to participate in the development of the Master Plan.
- c. Conduct a minimum of three (3) public/community meetings.
- d. Provide written records and summaries of the results of all public process and communication strategies.
- e. Help to build consensus and agreement on the Master Plan and if consensus is not possible, provide information for informed decision making for Town Board.

2.2 SITE ANALYSIS & COST ESTIMATES

- a. Identify General Characteristics of the park site (natural features, manmade features, planned developments, stormwater restrictions and land use).

- b. Provide two concept master plan options to present to the Parks and Recreation Commission and the public that are based on public input and the 2030 Parks and Recreation Master Plan.
- c. Provide cost estimates for construction.
- d. Provide operation needs and cost.

3.0 SELECTION PROCESS / SCHEDULE

3.1 THE SELECTION OF A FIRM TO PROVIDE THE DESIRED SERVICES WILL BE HANDLED IN ACCORDANCE WITH THE FOLLOWING PROCESS:

- A. Submission and review of RFQ by the Town.
- B. The Town will rank the top three firms based on the evaluation criteria described in section 6.0.
- C. If there are not three qualified firms, then the Town will rank the number of qualified firms selected.
 - a. The Town MAY, at its discretion, conduct interviews of the firms selected.
- D. The firms will be contacted in order of ranking.
 - a. If the Town and the first ranked firm cannot agree on a fee, then the next ranked firm will be contacted and so on.
- E. In order to be considered for selection, consultants must submit a complete response to this request.
- F. The selected firm will report directly to the Town of Huntersville Parks and Recreation Department. The selected firm will ensure that all work on the project is performed in accordance with the construction contract requirements including all documentation required. The firm shall indemnify and save harmless the Town for claims and liabilities resulting from negligence, errors, or omissions of the firm; including, but not limited to, the engineers, technicians, architects, or sub-consultants.
- G. Any firm wishing to be considered must be properly registered with the Office of the Secretary of State and be properly licensed by the North Carolina Board of Examiners for Engineers and Surveyors and/or the North Carolina Board of Landscape Architects as appropriate. Any firm proposing to use corporate subsidiaries or subcontractors must include a statement that those companies are properly licensed with the NC Board of Examiners for Engineers and Surveyors and/or the NC Board for Licensing of Geologists, and all other professional licensing boards as may be applicable. The Engineers performing the work and in responsible charge of the work must be registered Professional Engineers in the State of North Carolina and must have a good ethical and professional standing.
- H. It will be the responsibility of each firm to adhere to all laws of the State of North Carolina. It will be the responsibility of the selected private firm(s) to verify the registration of any corporate subsidiary or subcontractor prior to submitting a Letter of Interest. The firm must have the financial ability and the staffing to undertake the work and complete the work in a timely manner, and assume the liability. The firm(s) must have an adequate accounting

system to identify costs chargeable to the project. Failure to submit in a timely manner will result in disqualification.

- I. The selected firm shall enter into the Town's Professional Service Contract, attached hereto as Exhibit A.

3.2 ADVERTISEMENT

An advertisement for the RFQ will be posted on the following website:

<https://www.huntersville.org> and the LME website at:

<https://www.ips.state.nc.us/IPS/Default.aspx>

Also, a copy of the RFQ and any addendum may be obtained by sending an e-mail to Michael Jaycocks, Parks and Recreation Director, Town of Huntersville Parks and Recreation Department, PO Box 2879, Huntersville, NC 28070 (mjaycocks@huntersville.org).

All questions regarding this project should be directed to Michael Jaycocks in writing or by email. In order to maintain equal access to information, firm representatives are not to contact anyone other than the individual named above.

4.0 NOTIFICATION OF INTEREST AND INQUIRIES/QUESTIONS

4.1 NOTIFICATION OF INTEREST / ADDENDA - Upon receipt of this RFQ, firms interested in submitting a RFQ must immediately notify Michael Jaycocks by mail or email (see 4.2) in order to place the firm's name, address and contact information (including e-mail address) on a Notification of Interest list for distribution of possible addenda to this RFQ.

4.2 INQUIRIES/QUESTIONS AND DEADLINE - All inquiries/questions regarding this RFQ must be directed to Michael Jaycocks by email and must reach his office **by Friday, 12:00 noon, June 28, 2024** [at least fourteen (14) days before the Qualifications submittal due date] in order to be considered for a response. To ensure fair consideration and equal access to information for all Consultants the questions and answers will be sent to all consultants via email to each Consultant who has submitted a "Notification of Interest". Any other contact in reference to this RFQ prior to the time an award decision has been made will result in disqualification of the firm. Oral answers will not be authoritative.

5.0 QUALIFICATIONS SUBMITTAL

Written submittals must be received by the Town of Huntersville Parks and Recreation Department no later than **Friday 12:00 noon, July 12, 2024**. Submittals received after this deadline will not be considered.

5.1 SUBMITTAL MATERIAL – Consultants interested in providing services as described in this RFQ shall submit one (1) original of their response and one digital copy on a Flash Drive (please use the firm's name within the file name of the digital copy and compile all files into a single file for the digital submittal) in a sealed container labeled on the outside, "**RFQ for Fire Station No. 4 Park**," along with the firm name. Send or deliver submittals to:

*Huntersville Parks and Recreation
Town of Huntersville
PO Box 2879
Huntersville, NC 28070
ATTN: Michael Jaycocks*

5.2 Notification - All firms selected will be notified via email by July 19, 2024.

6.0 EVALUATION

Firms submitting RFQs to perform the **desired services** on this specific project will be evaluated based upon certain considerations. The following considerations, with the weighted importance, will be utilized to select firms from those submitting an RFQ:

1. Firm's experience, knowledge, familiarity, and past performance with similar projects – 35%
2. The experience of the firm's proposed staff to perform the type of work required – 40%
3. The availability of the firm's staff to complete the project – 25%.

North Carolina firms qualified to do the required work will be given priority consideration in accordance with N.C.G.S. § 143-64.31. A North Carolina firm is a firm whose principal place of business is in North Carolina which pays unemployment or income taxes in North Carolina.

7.0 SUBMITTAL DOCUMENT REQUIREMENTS

All RFQs are limited to fifteen pages inclusive of the cover sheet and shall be typed on 8-1/2" by 11" sheets, single spaced, one sided. Submittals should be limited to 8.5 x 11 sheet size and be bound with one staple in the top left corner within the page limits specified. Fold out pages are not allowed. No three-ring notebooks, spiral bindings, plastic covers, or any other materials contributing to the waste stream are permitted. A sheet printed on both sides will count as two pages. Prospective firms shall submit two hard copies and one digital copy of their RFQs. Each submittal should follow the format, page limit, and order listed below. RFQ's containing more than fifteen pages will not be considered. Firms submitting RFQ's are encouraged to carefully check them for conformance to the requirements above. If RFQ's do not meet all of these requirements, they will be disqualified.

7.1 SECTION I - GENERAL INFORMATION

The General Information section should be two pages in length with the following information formatted into bullet points:

- Expression of firm's interest in the work.
- Describe the firm's experience with similar projects.
- Statement regarding firm's possible conflict(s) of interest for the work.
- Identification of the Project Manager and their contact information.
- Describe how the firm communicates to the client throughout the process.

7.2 SECTION II – EVALUATION FACTORS

7.1.1 Firm Information – Provide an organizational chart of the project team, listing key individuals involved and the role they will perform, including any field personnel. Indicate how the work described in this RFQ will fit into the total workload of the firm (maximum one page).

7.1.2 Similar Project Experience (Graphics & Narrative) – Submit a maximum of three projects completed that demonstrate experience with similar projects (maximum nine pages).

7.1.2.1 Include for each project:

Specific project name, location and client / Description of the project, size, final project cost and services rendered / List the key individuals who were responsible for the planning, design, construction engineering and inspection. Identify all public agencies that reviewed the project.

7.1.3 Individual Qualifications/Experience - Provide a description of the qualifications and experience of the key individuals who will be actively involved in the work (including registration numbers of engineers, architects, certifications, etc.). Include the office location in which each key individual is located. Clearly identify each key individual's experience with similar type projects, the specific role that individual performed, and the firm they were employed by at the time of the project work (maximum two pages).

8.0 GENERAL PROVISIONS

8.1 Submittal Ownership/Costs - Upon submission, all information becomes the property of the Town of Huntersville, which has the right to use any or all ideas presented in any submission in response to this RFQ, whether or not the submittal results in a contract with the submitting Consultant. All costs for development of the written submittal and the oral presentation are entirely the obligation of the Consultant and shall not be remunerated in any manner by the Town of Huntersville.

8.2 Non-Warranty of Request for Qualifications – Due care and diligence has been used in preparing this RFQ. However, the Town shall not be responsible for any error or omission in this RFQ, nor for the failure on the part of the Consultants to ensure that they have all information necessary to affect their submittals.

8.3 Request for Clarification – The Town of Huntersville reserves the right to request clarification of information submitted, and any additional information of one or more Consultants, either orally or in writing.

9.0 ACCEPTANCE/REJECTION OF SUBMITTALS

The Town of Huntersville reserves the right to accept or reject any or all submittals in whole or in part, with or without cause, to waive technicalities or to accept submittals or portions thereof, which, in the Town's judgment, best serve the interest of the Town.

The Town of Huntersville reserves the right to allow alterations, modifications, or revisions to individual elements of the Scope of Services any time during the period of contracts, which result from this RFQ.

Collusion – The Consultant, by submitting a Qualifications Statement, declares that the submission is made without any previous understanding, agreement or connections with any persons, Consultants or corporations making a competing submission on the same project, and that it is in all respects, fair and in good faith without any outside control, collusion, or fraud.

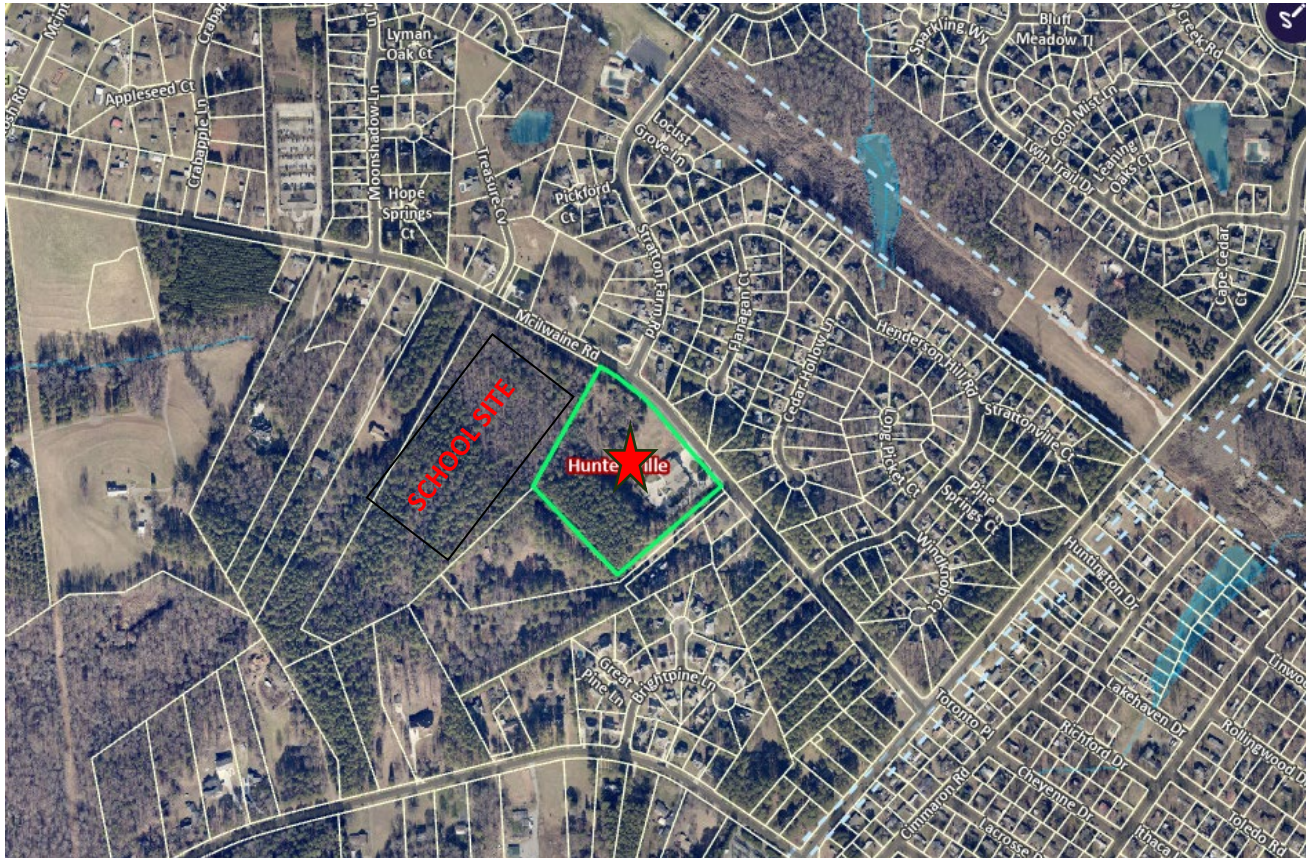
Consideration of Submittals – Proposals will be considered from firms/consultants normally engaged in providing and performing services as specified in this RFQ. The firm must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the Town. The Town reserves the right to inspect the facilities and organization, or to take any other action necessary to determine ability to perform in accordance with specifications, terms, and conditions before recommending any award.

Americans with Disabilities Act (ADA) Compliance – The Town of Huntersville will comply with the Americans with Disabilities Act (ADA), which prohibits discrimination on the basis of a disability. The Town of Huntersville will make reasonable accommodations in all programs to enable participation by an individual with a disability who meets essential eligibility requirements. Town of Huntersville programs will be available in the most integrated setting for each individual. If any accommodations are necessary for participation in any program or services, participants are encouraged to notify Town Staff.

Applicable Laws – By the submission of an RFQ, the firm represents to the Town that it is familiar with the laws applicable to public contracts, including but not limited to N.C.G.S § 133-1 (Conflict of Interest) and § 133-32 (Regulation of Gifts and Favors), and if awarded a contract with the Town, that the firm will comply with all such laws in the performance of such contract.

Insurance and Indemnity Requirements - The Consultant shall adhere to all indemnity and insurance provisions in the Professional Services Contract attached hereto as Exhibit A.

SITE LOCATION



END OF REQUEST FOR QUALIFICATIONS

Exhibit A



101 Huntersville-
Concord Rd
Huntersville, NC 28078
(704) 875-6541

CONTRACT FOR PROFESSIONAL
SERVICES

FIRM: **Name** _____
Address _____

City, State Zip Phone
_____
Project Manager
Name _____
Project Manager
email _____

PROJECT: **Street Name** _____
PROJECT **Street Name at Street Name** _____
ADDRESS: **Huntersville, NC** _____

This Contract for Professional Services, and all exhibits, (collectively this “Contract”) is entered into this _____ day of _____, 20____ by and between, the Town of Huntersville, a municipal corporation of the State of North Carolina, (the “Town”) and **Firm Name** (the “Firm”) located at **Firm Address**.

WITNESSETH:

For and in consideration of the mutual promises set forth in this Contract, the sufficiency of which is acknowledged by the parties hereto, the parties do mutually agree as follows:

1. Scope of Services. The Firm agrees to perform for the Town the following services according to the following requirements:

The Firm agrees to provide professional services needed to complete the project. Such professional services shall constitute the “Work.” The Scope of Services and Firm’s

Fee Schedule are attached as Exhibits C and D, which are incorporated herein by reference. Additional (extra) services are defined as any work not included in the Scope of Services in Exhibit C that are requested by the Town or any review agencies (“Additional Services”). Additional Services will be billed at the Firm’s billing rates as shown on the attached Exhibit E, which is incorporated herein by reference. The Firm represents to the Town that the hourly billing rates are the Firm’s standard billing rates. The Firm may adjust the hourly rates shown on the attached Exhibit E only if and to the extent that the Firm’s standard billing rates are adjusted. The Firm shall provide thirty (30) days advanced notice to the Town in writing of any increases to the Firm’s standard billing rates. Upon receipt of such notice, the Town shall have the option of terminating this Agreement within the thirty (30) day notice period given by the Firm. Any meetings not included in the Scope of Services in Exhibit C will be considered Additional Services. Additional Services will be identified either in writing or by verbal communication but must be approved in writing by Town before proceeding to perform such Additional Services.

The Firm will be responsible for providing properly licensed employees, if applicable, to complete the Work in accordance with the standard of care ordinarily used by members of the Firm’s profession practicing under similar circumstances and at the same time in Mecklenburg County. In addition to the indemnification obligations contained in the Standard Terms and Conditions attached to this Contract, the Firm further agrees to indemnify and save harmless the Town from all claims and liabilities to the extent caused by the negligent errors or omissions of the Firm or subcontractors.

The Firm agrees to coordinate its Work with the work of any other separate professional services, contractors or with the work of the Town’s own forces to avoid delaying or interfering with their work.

The Town reserves the right to terminate the professional service contract of the Firm based on the Firm’s breach of this Contract (ex: schedule, responsiveness, quality of design, accuracy of documents etc.). The Town reserves the right to modify the Scope of Work described in Exhibit C Scope of Services, and in such event the Town and Firm shall negotiate in good faith to make corresponding modifications to the Fee Schedule in Exhibit D.

2. Contract Insurance. Firm shall be required to purchase and maintain during its performance under this Contract insurance coverage as shown on the Insurance Requirements as stated in Exhibit B, which is incorporated herein by reference. With the exception of Worker’s Compensation and Professional Liability policies, all insurance purchased shall have a specific endorsement, copy of which shall be provided to the Town, naming the Town as an additional insured and for all insurance purchased, an endorsement providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the Town.
3. Standard Terms and Conditions. The Standard Terms and Conditions, attached hereto

as Exhibit A, shall be a part of this Contract. The Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.

4. Historically Underutilized Businesses (HUB). It is the policy of the Town of to provide minorities and women equal opportunity for participating in all aspects of the Town's contracting and procurement programs, including but not limited to employment, construction development projects, materials/services contracts and/or lease agreements, consistent with the laws of the State of North Carolina.
5. Time for Performance of the Work. The Work will begin within ten (10) days of receipt of the Notice to Proceed from the Town. The Firm and the Town recognize that time is of the essence for completion of the Work. Any Notice to Proceed shall also contain a date that the Firm shall complete the Work by (the "Date of Completion"). The terms of this Contract shall apply to every Notice to Proceed issued by the Town.
6. Payment for Services. In consideration of the above services, the Town will pay the Firm, in accordance with the submitted fee schedule in Exhibit D, attached hereto and incorporated by reference, plus reimbursable expenses at the Firm's actual cost up to, but not exceeding, the lump sum stated in the Fee Schedule in Exhibit D. Firm will submit monthly invoices for Work performed based upon the Firm's estimate of the percentage of the total Work completed during the billing period which shall be paid thirty (30) days after receipt of undisputed invoices delivered. Additional Services will be billed as provided in Paragraph 1 above in accordance with the hourly fee schedule shown on Exhibit E, attached hereto and incorporated by reference. If any invoice is disputed by the Town, in whole or in part, it shall provide a written explanation for such dispute to Firm within five days of receipt of the invoice and shall pay all undisputed amounts therein.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Huntersville, North Carolina, this _____ day of _____, 20_____.

Contractor

Name: _____

Name of Contractor (type or print)

By: _____

(Signature)

Town of Huntersville

Town Manager

Attest: _____

Town Clerk

Title:

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

Attest:

(Secretary, if a corporation)

Finance Director

EXHIBIT A

STANDARD TERMS & CONDITIONS

1. **Acceptance.** Contractor's acknowledgment of the terms of this Contract constitutes an agreement to: (i) all terms and conditions set forth or referenced herein, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to this Contract (including without limitation any request for proposals or invitation for bids or Contractor's response thereto) that deal with the same subject matter as this Contract, and (iv) any other terms and conditions of a written agreement signed by Contractor and the Town that deals with the same subject matter as this Contract (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Contractor and the Town with respect to the purchase by the Town of the: (i) goods ("Goods") and/or (ii) services provided or work performed ("Services") as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to the Town shall control. No additional or supplemental provision or provisions in variance herewith that may appear in Contractor's quotation, acknowledgment, invoice, or in any other communication from Contractor to the Town shall be deemed accepted by or binding on the Town. The Town hereby expressly rejects all such provisions which supplement, modify, or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until the Town's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by the Town are subject to correction.
2. **Entire Agreement.** These terms and conditions and any other specifications contained in any other documents referenced shall constitute and represent the complete and entire agreement between the Town and Contractor and supersede all previous communications, either written or verbal with respect to the subject matter of this Contract.
3. **Changes, Additions, Deletions.** No changes, additions, deletions, or substitutions of scope of work, specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charges or price will be permitted without the prior written approval from the Town.
4. **Relationship of the Parties.** The Contractor is an independent contractor and not an employee of the Town. The conduct and control of the work will lie solely with the Contractor. The Contract shall not be construed as establishing a joint venture, partnership, or any principal-agent relationship for any purpose between the Contractor and the Town. Employees of the Contractor shall remain subject to the exclusive control and supervision of the Contractor, which is solely responsible for their compensation.
5. **Prices.** If Contractor's price or the regular market price of any of the Goods or Services covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods or performance of such Services, Contractor agrees to give the Town the benefit of such lower price on any such Goods or Services. In no event shall Contractor's price be higher than the price last quoted or last charged to the Town unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents.

6. **Taxes.** Any applicable taxes shall be invoiced as a separate item.
7. **Substitutions.** No substitutions or cancellations shall be permitted without prior written approval from the Town.
8. **Indemnification.** To the greatest extent allowed by North Carolina law the Contractor shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses (including expenses of litigation and attorneys' fees), and attorneys' fees ("Claims"). In the event that any portion of the Service performed under the Contract shall be defective in any respect whatsoever, the Firm shall indemnify and save harmless the Town, its officers, agents, employees, and assigns from and against all Claims as defined herein, but only to the extent allowed by law.

Nothing contained in this Contract shall waive the Constitutional limitation on the Town indemnifying obligations of other parties.

9. **Invoices and Payment Terms.** It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing that does not comply with this provision will subject the Contract to cancellation. Upon satisfactory delivery of the Goods or satisfactory completion of the Work, all invoices and statements shall reference the Contract number and be submitted to: Town of Huntersville, Accounts Payable, PO Box 664, Huntersville, North Carolina, 28070. Payment terms are Net 30 days after receipt of correct, undisputed invoice or acceptance of Goods or Services, whichever is later.

When the Contract is for construction services, the Contractor will submit monthly Requests for Payment for Work performed, for review. The Request for payment shall be based upon the Contractor's estimate of the percentage of the total Work completed during the period represented on the Request for Payment. The Contractor must certify that the Work represented in the Contractor's Request for Payment has been completed in accordance with the Contract Documents and certify that the Request for Payment is appropriate for payment before the Town shall be obligated to make such payment to the Contractor. If any Request for Payment is disputed by the Town, in whole or in part, the Town shall provide a written explanation for such dispute to Contractor within five days of receipt of the certified Request for Payment and shall pay all undisputed amounts therein.

10. **Anti-Discrimination and Equal Employment.** During the performance of the Contract, Contractor shall comply with all federal and state requirements concerning fair and equal employment and shall not discriminate against or deny the Contract's benefits to any person on the basis of race, religion, color, creed, national origin, age, sex (including sexual orientation, gender identity, and pregnancy), disability or handicapping condition, or genetic information.
11. **Insurance.** The Firm shall provide the insurance coverages shown on Exhibit B, attached hereto and incorporated herein by reference. The Firm shall provide the Town with a North Carolina Certificate of Insurance and such endorsements as may be required by the Contract Documents prior to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. Such certificates of insurance shall be considered part of the Contract.
12. **Ethics in Public Contracting.** By submitting their prices and acceptance of this Contract, all Contractors certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer, or subcontractor in connection with their offer, and that they have not conferred on any public employee having official

responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

13. **Applicable Laws and Courts.** All Town Contracts for Services shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation, and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina. The Contractor represents and warrants that it shall comply with all applicable federal, state, and local laws, regulations, and orders, including, not limited to, licensure requirements.
14. **Codes and Permits.** When applicable, the Contractor shall obtain all required permits, give all required notices, and comply with all laws, ordinances, codes, rules, and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the designer in writing. All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising therefrom.
15. **License Requirement.** If applicable, the Contractor must be a licensed General Contractor as required by North Carolina General Statutes Section 87-1 and must have a good ethical and professional standing with the North Carolina General Contractor's Licensing Board. The Contractor will be responsible for providing properly qualified, licensed (if required) personnel to complete the Work in accordance with the standard of care ordinarily used by members of the Contractor's profession practicing under similar circumstances and at the same time in Mecklenburg County.
16. **Strict Compliance.** The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
17. **Assignment.** Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent.
18. **General Provisions.** The Town's remedies as set forth herein are not exclusive. Any delay or omission by the Town in exercising any right hereunder, or any waiver by the Town of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
19. **Warranties.** The Contractor warrants it shall adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town of Huntersville in the performance of the Services outlined in this Contract and any attached specifications. Contractor warrants that any finished work completed hereunder shall also adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town of Huntersville. Contractor warrants that all Services delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall

survive any inspection, delivery, acceptance, or payment by the Town of the Services and shall run to the Town and any user of the Services. Contractor warrants that all Services will be performed in a professional and workman like manner in accordance with best industry practices. This express warranty is in addition to Contractor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or in equity, the Town shall be entitled to consequential and incidental damages.

20. **Quality and Workmanship.** All work shall be performed to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the Services provided.
21. **Default.** The Town may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by the Contractor. In addition to any other remedies available to the Town in law or equity, the Town may procure upon such terms as the Town shall deem appropriate, Services substantially similar to those so terminated, in which case the Contractor shall be liable to the Town for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.
22. **Termination for Convenience.** The Town shall have the right, without assigning any reason therefore, to terminate any work under the Contract, in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from the Town to Contractor. If the Contract is terminated by the Town in accordance with this paragraph, the Contractor will be paid in an amount which bears the same ratio to the total compensation as does the Services actually delivered or performed to the total originally contemplated in the Contract. The Town will not be liable to the Contractor for any costs for materials acquired or contracted for if such costs were incurred prior to the date of this Contract.
23. **Risk of Loss.** Risk of Loss for all supplies, materials, the Work performed, and the Project as it is being constructed, shall be on the Contractor until such time as substantial completion is achieved, and approved by the Town.
24. **No Third-Party Beneficiaries.** There shall be no intended nor incidental third-party beneficiaries of this Contract. Contractor shall include in all contracts, subcontracts, or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party beneficiaries.
25. **Exclusivity.** Nothing in this Contract shall require the Town to use the Contractor or prohibit the Town from soliciting third parties for the good or services provided in this Contract.
26. **Confidentiality.** The Contractor acknowledges the Town is subject to public records law and no term shall be inconsistent with N.C.G.S. §132 et al.
27. **Valid Contract for Services.** In order for a Contract for Services of the Town to be valid, it must be executed by the Town Manager or his or her authorized designee, and must be pre-audited in that manner required by the Local Government Budget and Fiscal Control Act, as the same may be amended.
28. **Verification of Work Authorization.** Contractor shall comply with, and require all contractors and subcontractors to comply with, the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," sometimes known as E-verify, for all contractors and subcontractors.
29. **Iran Divestment List.** With the execution hereof, Contractor, certifies that they are not on the Iran

Final Divestment List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.58, and will not contract with anyone on such List in performance of the work hereunder.

30. **Buyer.** All references to Buyer or Town, throughout these terms and conditions, shall refer to the Town of Huntersville, North Carolina.
 31. **Contractor.** All references to Contractor, Seller, or Firm throughout these terms and conditions shall refer to the contractor identified on page 1 of this Contract.
 32. **Availability of Funds.** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Town for the purpose set forth in this agreement.
 33. **Severability.** If any provision of this Contract is found to be invalid or unlawful, then remainder of this Contract shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.
 34. **Companies that Boycott Israel.** With the execution hereof, Contractor, certifies that they are not on the Companies that Boycott Israel List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.80, and will not contract with anyone on such List in performance of the work hereunder.
 35. **Governmental Immunity.** Nothing contained in this Contract shall constitute a waiver of the Town's governmental immunity or of any limitation on liability or damages created by law.
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EXHIBIT B
INSURANCE AND BOND REQUIREMENTS

1. The Work under this Contract shall not commence until the Contractor has obtained all required insurance and verifying certificates of insurance have been approved in writing by the Town. The Contractor shall furnish the Town with satisfactory proof of carriage of the insurance required before written approval is granted by the Town.
2. The insurance coverage shall be provided and maintained for the duration of the Contract.
3. Except for Worker's Compensation and Professional Liability policies, the Town shall be named as additional insured on all policies with coverage at least as broad as that provided to the named insureds.
4. The verifying certificates shall document that coverages afforded under the policies will not be cancelled, reduced in amount, or coverages eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the Town of such alteration or cancellation.
5. If endorsements are needed to comply with the notification or other requirements of this Agreement, copies of the endorsements shall be submitted with the certificates.
6. Any deductible, if applicable to loss covered by insurance provided, is to be borne by the Contractor.
7. The Contractor is required to provide and maintain the following minimum insurance coverage:

a. **Worker's Compensation and Employer's Liability.**

The Contractor shall provide and maintain, until final acceptance, Workers' Compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$1,000,000.

b. **Commercial General Liability (CGL) Insurance.**

The Contractor shall provide and maintain, commercial general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the Contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury:	\$1,000,000 per occurrence/\$2,000,000 aggregate
Property Damage:	\$1,000,000 per occurrence/\$2,000,000 aggregate
Products/ Completed Operations:	\$1,000,000 per occurrence/\$2,000,000 aggregate

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the Work performed under the contract.

The commercial general liability insurance policy shall provide that such insurance is primary to and non-contributory with any liability insurance carried by the additional insureds and provide a severability of interests clause.

c. **Automobile Liability.**

The Contractor shall provide and maintain automobile liability coverage including coverage for owned, hired, and non-owned vehicles, with limits no less than \$1,000,000 per accident for bodily injury and property damage.

d. **Builder's Risk/Course of Construction.**

For construction projects, the Contractor shall provide and maintain builder's risk coverage utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

This coverage is not required for road maintenance projects.

e. **Professional Liability.**

The Contractor shall provide and maintain professional liability coverage with limits no less than \$2,000,000.

f. **Pollution Liability.**

The Contractor shall provide and maintain pollution liability coverage with minimum limits of \$1,000,000 per occurrence/aggregate.

g. **Umbrella Coverage.**

The Contractor shall provide and maintain umbrella coverage with minimum limits of no less than \$1,000,000 per occurrence/aggregate.

h. **Other Insurance.**

The Contractor shall obtain such additional insurance as may be required by the Town or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

8. If the Contractor maintains broader coverage and/or higher limits than the minimum limits shown above, the Town requires and shall be entitled to the broader coverage and/or high limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Town.
9. The policies shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town or its officers, officials, employees, agents, or volunteers.
10. All liability and Workers' Compensation insurance policies shall provide that the insurance company waives all rights of recovery by way of subrogation against the Town and other insureds.
11. The insurance providers shall be North Carolina admitted insurers (licensed to do business in North Carolina) with a current A.M. Best's rating of no less than A-VIII. Notwithstanding the foregoing, if no North Carolina admitted insurance company provides the required insurance, it is acceptable to procure the required insurance from a United States domiciled carrier that meets the required Best's rating.
12. The Town reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.
13. The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives, and subcontractors. The Contractor's obligation to defend, indemnify, and hold the Town and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph are not limited to or restricted by any requirement in the Contract for Contractor to procure and maintain a policy of insurance.
14. For construction projects only, the Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Town is an additional insured on insurance required from subcontractors.
15. For construction projects only, the Contractor shall provide a payment bond and a performance bond in a sum equal to 100% of the contract price.

EXHIBIT C
FIRM'S SCOPE OF SERVICES

[Attach a copy]

EXHIBIT D
FIRM'S FEE SCHEDULE

EXHIBIT E

FIRM'S HOURLY RATES FOR ADDITIONAL SERVICES

[Attach a copy]