



**Request for Qualifications (RFQ) for Professional Services
Gate 2 Road Central Avenue Corridor Infrastructure Study**

RFQ Release Date: March 18, 2024

Proposals Due: April 22, 2024, 5:00 EST

Contact: Jennifer Ganser, AICP
Planning Director
Town of Butner
415 Central Avenue, Suite A
Butner, NC 27509
Phone: 919-575-3031
Email: jganser@butnernc.org
www.butnernc.org

Request for Qualifications (RFQ) for Professional Services
Gate 2 Road Central Avenue Corridor Infrastructure Study

1. PURPOSE/BACKGROUND:

The Town of Butner, North Carolina, (“Town”) is conducting a qualification-based selection process for professional services from qualified firms who wish to be considered for providing the Town a Gate 2 Road Central Avenue Corridor Infrastructure Study (the “Project”).

A study area map for the Project is included in Exhibit 1 and 2. Qualified firms that can demonstrate experience working with North Carolina's local governments are encouraged to respond. Proposers should have a multi-disciplinary approach in engineering, stormwater, planning, transportation, and landscape architecture. Firms that do not have all services in house may include subcontractors who will be part of their project team in their response. The Town encourages proposals submitted by small, minority, veteran-owned and woman-owned firms.

Contracts for services shall be negotiated on the basis of demonstrated competence and qualifications.

The Town is located in Granville County and has a population of approximately 8,400 residents. The Town has a council-manager form of government with a Mayor, Town Council and a Town Manager. The Town is an equal opportunity employer.

2. STATEMENT OF REQUIREMENTS AND PROPOSAL INSTRUCTIONS:

Proposal Submittal and Due Date: Electronic copies are required and should be forwarded by email to: jganser@butnenc.org with an email subject line of “Town of Butner, NC – Gate 2 Road/ Central Avenue Corridor Infrastructure Study”. Please note there is a 25MB file limit. Paper copies are optional.

Proposals must be received no later than 5:00 PM EST on April 22, 2024.

The designated individual responsible for coordination of the RFQ is:

Jennifer Ganser, AICP
Planning Director
Town of Butner
415 Central Avenue, Suite A
Butner, NC 27509
Email: jganser@butnenc.org

Any questions relating to this RFQ should be directed to the Town’s Planning Director, Jennifer Ganser, at (919) 575-3031 or by email at jganser@butnenc.org by April 8, 2024. Please note for

any such questions, email subject lines should be titled “Questions for RFQ – Gate 2 Road/Central Avenue Corridor Infrastructure Study.”

Please take note of the following very important requirements:

- a. **All materials shall be submitted electronically in Adobe Acrobat 9.0 (or later) PDF format (preferably in one file) by the date indicated in the schedule below.** Paper submittals will be accepted, but will not be accepted in lieu of the electronic copy.
- b. Submittals may be color or black/white and all portions must be 8½” x 11” sized.
- c. Submittals may include spreadsheets, graphics, logos and any other "objects" embedded in the file.
- d. A cover letter may be inserted after the cover page and WILL be counted as part of the total page limitation. The cover page will not count as part of the total page limitation.
- e. Links or references to websites will not be allowed. A submittal must be received. Passive activities are not permitted.
- f. **Submittal (all pages and sheets) is limited to a maximum of 20 pages.**
- g. The Statement of Qualifications shall be signed by an authorized representative of the professional services firm.

The submittal shall address each of the following:

1. GENERAL INFORMATION:

- a. Firm name, address, telephone number, fax number, e-mail address, and contact person(s).
- b. Year in which the firm was established and any former names under which the firm operated.
- c. The name of the person(s) authorized to represent the proposer in negotiating and signing any agreement which may result from the proposal.
- d. Names of key personnel, including professional affiliations, licenses, and other relevant background information of key personnel.
- e. Statement of the qualifications of the firm and its key personnel who would work on the Project.
- f. A copy of the firm’s most recent rate schedule shall be included in the appendix and will not count as part of the total page limitation.

2. **PROJECT APPROACH:** A brief description of the firm's understanding of and approach to the Project is required for a successful project. Include a proposed scope of services listing specific anticipated work tasks for the Project.

3. **SIMILAR EXPERIENCE:** In detail, describe experience of your firm with similar projects. Include specific projects, names and description of the work completed, client names and individuals with telephone numbers of one (1) individual to contact for reference for each project listed.

- a. Specifically address proposer's familiarity with stormwater, streets/roads, land use planning, streetscape design, and traffic impact analyses.
- b. Specifically address proposer's familiarity with laws and regulations governing federal and state grant requirements, including state requirements found at N.C. Gen. Stat. §§143C-6-22 and 143C-6-23 and Title 9, Chapter 3, Subchapter 3M of the North Carolina Administrative Code and contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules, or Guidance) codified at 2 C.F.R. Part 200 and related laws and regulations.
- c. Photographs, maps, layouts or other supporting material from similar projects are encouraged.
- d. For project references, please give the person's title along with their relationship to either a particular project or how they are acquainted with the firm. Email addresses and telephone numbers should be listed.

4. **PROJECT TEAM:** Multi-firm "teaming" is acceptable to provide the best-qualified professionals for this contract. Provide a graphical representation of your team organizational chart, including the firm's name, individuals involved, and the role they will perform (principal-in-charge, project manager, engineer, planner, economist, etc.). Provide a description of the qualifications and experience of the specific individuals that will be involved in this project, including the staff of other professional firms to be used (provide registration numbers and expiration dates of architects, planners, engineers, etc. for verification). Identify their experience with similar type projects. Identify the person who will be the point of contact for the Town and who will coordinate the work of others within the firm(s) providing services to the Town.

5. **COST CONTROL & SCHEDULING:** Describe your firm's method of keeping a task or project on schedule and within budget. Creative techniques that minimize research and work redundancy while providing a comprehensive effort should be described. The firm shall ensure that sufficient staff is available at all times and assigned to the project. Submittal

should describe workload capacity and level of experience commensurate with levels of service required by the Town.

6. **INSURANCE:** Current Certificate(s) of Insurance listing all coverages provided for the firm.

Of note, no costs or fees, other than unit price information, may be submitted or considered as part of the selection process. Additionally, no work product or design may be submitted or considered as part of the selection process, but examples of prior completed work may be submitted and considered when determining demonstrated competence and qualification of professional services.

Confidentiality of Documents: North Carolina General Statute Chapter 132, Public Records, governs the accessibility of records compiled by NC Governmental Entities. In general, all documents submitted in response to this Request for Qualifications are subject to public disclosure unless specifically exempted by N. C. Gen. Stat. §132-1.2 and §66-152 which provide definitions and protection of certain documents and information from public disclosure that constitute a “trade secret,” provided it meets the specific conditions as outlined in N.C. Gen. Stat. §132-1.2(1)a-d. The Town will attempt to withhold from public disclosure, or redact documents or information, designated “confidential trade secret” that clearly meet the conditions of N.C. Gen. Stat. §132-1.2(1)a-d to the extent that it is entitled or required to do so by applicable law. Regardless, the Town shall not be held responsible for any information that is released nor shall the Town be held responsible for nor pay any penalty or expense in relation to information so released. Any submission marked “confidential” or “trade secret” in its entirety may be rejected at the sole discretion of the Town.

3. SELECTION CRITERIA:

The selection of the firm shall be based on proposal information exhibited in both written and graphic form and personal interviews (if conducted).

Minimum Qualifications: The Town will review proposals received to determine whether each proposer meets the following minimum qualifications: proposers should have a multi-disciplinary approach in engineering, stormwater, planning, transportation, and landscape architecture, ability to provide the services needed by the Town to the standards required by the Town, County, and State, and has the financial resources to perform the desired services, or the ability to obtain such resources.

Evaluation Criteria/proposal content: Proposals meeting the above minimum qualifications will be evaluated by the Town using the following criteria.

a. 25% - Firm experience/reputation/workload: The Firm's experience with similar work and the record of successful results of that work. Consideration will be given for the Firm's ability to take on additional work, specific management approaches, how well the Firm's organizational structure shows the depth of its present workload, approaches to managing project budgets and time, and the Firm's ability to perform services successfully as required.

b. 25% - Project management approach: Responses to Proposal Contents. Items outlined should demonstrate the Firm's overall project management approach, their grant administration approach, relevant tools used and records of performance for the identified services and deliverables.

c. 35% - Experience of Project Team: Consideration will focus on specific project experience, local government experience, relevant engineering experience, grant or loan-funded compliance experience and key staff qualifications and evidence of collaboration within the Firm as well as with local governments. The Town will give considerable weight to the individual qualifications of team members who will be assigned to do a majority of the work.

d. 15% - Thoroughness of the Proposal: The Firm's overall proposal addressing the services required by the Town through a clear demonstration of all required elements as outlined in this proposal.

Selection of Firm: A committee made up of Town employees will evaluate proposals. The evaluation of the proposals is based on experience, qualifications, the Firm's approach to the project and any innovative ideas you may have for the Town's consideration related to this RFQ. Final selection will be based upon the scoring of proposals unless it is additionally deemed necessary by the committee to conduct personal interviews with closely ranked Firms. The Town intends to select the firm or project team on the basis of the best overall qualifications package that, in its sole opinion, is most advantageous to the Town. A proposal with all the requested information does not guarantee the proposing Firm to be a candidate for additional consideration. The committee may contact references to verify material submitted by the Firm. The ranking of proposals and recommendations of any Firm is the sole responsibility of the Town.

The Town will consider proposals only from firms or organizations that in the Town's sole judgement, have demonstrated the capability and willingness to provide the services contemplated by this RFQ.

The Town will engage in individual discussions with firms deemed best qualified, responsible and suitable on the basis of initial responses. If a contract satisfactory and advantageous to the Town can be negotiated at a fee considered fair and reasonable, the award shall be made for the best qualified firm. Otherwise, negotiations with the other firm(s) will be conducted until such contract can be negotiated at a fair and reasonable fee with the next best qualified firm.

Anticipated Schedule: The Town anticipates the following general timeline for its selection process. The Town reserves the right to modify this schedule.

RFQ Advertised	March 18, 2024
RFQ Questions to Butner Due Date & Time	April 8, 2024
Proposal Due Date & Time	April 22, 2024 by 5:00 pm EST
Selection Evaluation	April 23 – May 24, 2024
Personal Interviews (if needed)	May or June 2004
Possible Council Consideration	June or July 2024

4. PROJECT SPECIFICATIONS:

The selected firm must confirm their ability and experience providing the following scope of services:

The study area is from Will Suitt Road and Gate 2 Road to Central Avenue and Westbrook Drive. It is a two-lane road with turn lanes and signalized intersections. The average annual daily traffic is between 10,000 and 19,999 per NCDOT. The road name changes from Gate 2 Road to Central Avenue at A Street.

A study area map is included in Exhibit 1 and 2 that contains three priority areas for the study.

1. To the northwest of I-85 is an area labeled the Butner Gateway, which the Town studied in a 2015 [small area plan](#). The Town would like to see the Gateway Area with more defined and better access for future business opportunities. This could involve roadway realignment. The Gateway continues into priority area 2. In addition to studying this portion of the corridor, the Town has interest in wetland delineation/confirmation, geotechnical testing, surveying, and engineering services necessary to design a new roadway/parkway to serve the Gateway area.
2. As the road changes to Central Avenue, from A Street to Westbrook Drive, the Town is interested in a transportation corridor study and streetscape study. Central Avenue is home to Town Hall, Gazebo Park, and numerous businesses. The Town would like this corridor to be welcoming and safe for residents, businesses, and visitors.
3. Gate 2 Road intersects with I-85 and directs traffic towards various subdivisions and industrial businesses along Will Suitt Road and East Lyon Station Road. The Town is interested in innovative roadway

designs to support future development in this area. One specific idea may include a redesign of the Will Suitt Road and Gate Two Road intersection.

The Town is seeking a firm that will inventory the existing study area and provide ideas on roadway design, stormwater, utilities, landscaping, and corridor beautification. Proposers should have a multi-disciplinary approach in engineering, stormwater, planning, transportation, and landscape architecture. This may include reviewing roadway alignment, intersection design, stormwater, greenway additions, landscape design, streetscape design and utility relocation (including coordination with Duke Energy). Central Avenue/Gate 2 Road is owned by the North Carolina Department of Transportation and will therefore require coordination with NCDOT throughout the project. The Town anticipates there will be public engagement with Town residents, area businesses, and the Town Council.

A general framework for the plan is as follows. The Town expects there will be modifications as the project advances.

1. Introduction – overview of the study area, historical context, past studies
2. Existing Conditions Report – inventory of existing land uses, zoning, utilities, environmental features, and transportation conditions
3. Future Conditions Analysis – identify land uses from the future land use map to highlight possible improvements to the transportation system including roads, sidewalks, the I-85 interchange, and ADA improvements; complete an access management plan, intersection design including planning level right of way and construction cost estimates, driveway access and cross easements, streetscape improvement plan (including elements such as landscaping, utilities, coordination with Duke Energy, streetlights, signage)
4. Study Area Recommendations – develop recommendations to transform Gate 2 Road/Central Avenue into a welcoming multi-modal thoroughfare as people enter Butner
5. Strategic Corridor Improvement Plan – develop a strategic plan for implementing the recommendations into short, mid, and long-range goals that will be used to solicit public support and input for design work and construction

The selected firm will report directly to the Town Manager or a specific department head supervising the project or projects that are being worked on.

Proposers' must demonstrate experience with grants and loans including State of North Carolina Statutes and various Federal laws, policies and regulations, including state requirements found at N.C. Gen. Stat. §§143C-6-22 and 143C-6-23 and Title 9, Chapter 3, Subchapter 3M of the North Carolina Administrative Code and contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules, or Guidance) codified at 2 C.F.R. Part 200 and related laws and regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” and common interconnected programmatic statutes, laws, policies, regulations and Executive Orders including common land-use and environmental requirements. Work may include surveying, design and permitting necessary to complete tasks as requested by the Town. The firm must be capable of providing

additional services as outlined in this RFQ for project management, reporting, certifications and close out of both grant-funded projects and programs should these services be requested.

5. FEES:

The fee for services for individual projects may be negotiated as a fixed fee, percentage of construction cost fee, or on a time and materials basis with a “Not-to-Exceed” amount considering the scope of services required, the estimated service hours required for each level and the hourly rates for the skill levels of for the work.

6. TERMS AND CONDITIONS:

All costs incurred in the preparation of the RFQ will be completely absorbed by the responding party to the RFQ. Any material submitted that is confidential must be clearly marked as such.

7. MISCELLANEOUS REQUIREMENTS:

A. Minority/Women Owned Business Enterprise:

It is the policy of the Town 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, and materials/services, consistent with the laws of the State of North Carolina. The policy of the Town prohibits discrimination against any person or business in pursuit of these opportunities on the basis of sex (including pregnancy, gender, sexual orientation, gender identity or expression or transgender status), race, color, religion, national origin, age, disability, genetic information, veteran status, or any other legally protected characteristic. It is further the policy of the Town to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination.

B. ADA Compliance:

The Town will comply with the Americans with Disabilities Act (ADA) which prohibits discrimination on the basis of a disability. The Town will make reasonable accommodations in all programs to enable participation by an individual with a disability who meets essential eligibility requirements. Town 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 the Town staff.

C. Insurance Requirements

The selected firm agrees to purchase and maintain during the life of any contract resulting from this RFQ, with an insurance company acceptable to the Town, authorized to do business in the State of North Carolina, the following insurance:

AUTOMOBILE LIABILITY - Bodily injury and property damage liability insurance covering all owned, non owned, and hired automobiles for limits for bodily injury of not less than \$1,000,000 per person/\$2,000,000 per accident, and property damage limits of not less than \$1,000,000 per accident. The automobile liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.

COMMERCIAL GENERAL LIABILITY - Bodily injury and property damage liability as shall protect the contractor and any subcontractor performing work under any contract resulting from this RFQ from claims of bodily injury or property damage which arises from operation of said contract whether such operations are performed by contractor, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/\$2,000,000 aggregate and \$1,000,000 property damage each occurrence/\$2,000,000 aggregate. This insurance shall include coverage for products/completed operations, personal and advertising injury liability and contractual liability in an amount not less than \$1,000,000 each occurrence/\$2,000,000 aggregate. The liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.

WORKERS' COMPENSATION - Meeting the statutory requirements of the State of North Carolina, even if not required by law to maintain such insurance.

Employers Liability - \$1,000,000 per accident limit, \$1,000,000 disease per policy limit, \$1,000,000 disease each employee limit.

PROFESSIONAL LIABILITY – Insuring against professional negligence/ errors and omissions on an occurrence or claims-made basis with policy limits of \$1,000,000 per claim/\$2,000,000 annual aggregate. If insurance is provided on a claims-made basis, “Tail” coverage will be required at the completion of any agreement arising from this RFQ for a duration of thirty-six months, or the maximum time period reasonably available in the marketplace. The firm shall furnish certification of “tail” coverage as described or continuous “claims made” liability coverage for thirty-six months following completion of its services under any agreement arising from this RFQ. Continuous “claims made” coverage will be acceptable in lieu of “tail” coverage provided its retroactive date is on or before the effective date any agreement arising from this RFQ. If Continuous “claims made”

coverage is used, the firm shall be required to keep the coverage in effect for duration of not less than thirty-six months from the end any agreement arising from this RFQ. This will be a condition of the final acceptance of work or services.

Certificates of such insurance will be furnished and shall contain the provision that the Town will be given thirty (30) days written notice of any intent to amend or terminate by either the consulting engineer or the insuring company. In addition, the Town shall be named an additional insured under such automobile and commercial general liability policies.

Additional excess/ umbrella coverage may be required for certain projects.

8. CONTACT ONLY WITH DESIGNATED PARTY:

After the date and time established for receipt of proposals by the Town, any contact initiated by any firm with any Town representatives, other than Jennifer Ganser or Town counsel, concerning this RFQ is prohibited. Any such unauthorized contact may cause the disqualification of the firm from this proposal process.

9. ADHERENCE TO STAUTORY REQUIREMENTS:

This contract is subject to a Grant Contract between the Town and the NC Office of State Budget and Management and is governed by G.S. 143C-6-22, 9 N.C.A.C. Subchapter 3M, the requirements found in S.L. 2023-134, Section 5.3 and other applicable provisions of S.L. 2023-134.

The final contract between the parties will be drafted by the Town's attorney and may contain standard terms and conditions applicable to contracts which are or may be funded by state funding sources. Key contract provisions are available upon request. More than one contract may be required depending on the projects and funding sources.

10. NON-COLLUSION AFFIDAIVT:

Each proposal package must be accompanied by a notarized affidavit on non-collusion, executed by the firm or in the case of a corporation, by a duly authorized representative of said corporation. The Non-Collusion Affidavit is provided herein. This Affidavit will not count as part of the total page limitation.

11. CONFLICT OF INTEREST:

In addition to the prohibition against self-benefiting from a public contract under N.C. Gen. Stat. §14-234, no officer, employee, elected official, governing body member, or agent of the Town may participate directly or indirectly in the selection, award, or administration of a contract supported by a federal or State award if he or she has a real or perceived conflict of interest. A real

or perceived conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from award of a contract: the officer, employee, elected official, governing body member, or agent involved in the selection, award, or administration of a contract; as well as any member of his or her immediate family; his or her partner; or an organization which employs or is about to employ any of these parties. Any such conflict shall be disclosed in writing and included with the proposal. Contractors that are related to Town personnel having any influence over the decisions to consider or award a contract are strictly prohibited from bidding/responding or accepting award of a contract for the Project. Accepting gifts and favors from vendors and contractors is prohibited under N.C. Gen. Stat. §133-32, additionally officers, employees, elected officials, governing body members, and agents of the Town are prohibited from accepting or soliciting gifts, gratuities, favors, or anything of monetary value from contractors, suppliers, or parties to subcontracts. Violating this policy will result in disciplinary action for the employee and termination of the contract and violating firms/persons may not be eligible for future contract awards.

12. ADDENDA/CHANGES:

Any additions, deletions, modifications, or changes made to this RFQ shall be processed through the Town's Planning Director. Any deviation from this procedure may result in the disqualification of the firm's submittal or the cancellation of a contract resulting from this RFQ.

13. PROPRIETARY INFORMATION:

All proposals received are considered public record and available for public inspection as required by Chapter 132 of the North Carolina General Statutes. Trade secrets or proprietary information submitted by a firm in connection with a procurement transaction shall not be subject to the public disclosure under the North Carolina Public Records Act to the extent allowed by law pursuant to N.C. Gen. Stat. §66-152(3). However, the firm must invoke the protection of this section prior to or upon submission of the data or other materials and must identify the data on other materials to be protected and state the reasons why protection is necessary. Each individual page considered a trade secret or proprietary information must be clearly labeled "Confidential" or "Trade Secret". For further information, see "Confidentiality of Documents" above. For further information, see "Confidentiality of Documents" above.

14. AWARD/CONTRACT TIME:

No part of this solicitation is to be considered part of a Contract nor are any provisions contained herein to be binding on the Town. An award of contract will be made to the firm whose proposal is determined to be the most advantageous to the Town, taking into consideration the evaluation factors set forth in the RFQ and other terms set forth herein. A firm recommendation will be presented to the Town's Manager or Council for approval and authorization to begin negotiations for an agreeable contract and fees. If after discussion and negotiation, a mutually

agreeable agreement and fee is not successful, negotiations will be terminated and the Town may enter into negotiations with the next highest rated Firm, and so on. The Town Attorney will prepare the contract that will be entered into with the selected Firm.

A notice of contract award is anticipated on/by July 2024. The detailed Scope of Work and schedule of deliverables shall be negotiated with the successful firms for each specified project.

15. CONTRACT DOCUMENT:

The successful firm will be required to enter into a contract with the Town in a form drafted by the Town Attorney and suitable to counsel for the Town subject to reasonable negotiation with the selected firm(s).

16. SUBCONSULTANTS:

If any subconsultants will be used for the various projects, the successful firm shall a list of names of any of the intended subconsultants, their applicable license number(s) and a description of the work to be done by each subconsultant. The successful firm(s) shall not substitute other subconsultants without the written consent of the Town. The successful firm(s) shall be responsible for all services performed by a subcontractor as though they had been performed by the successful firm. Responsibilities include, but are not limited to, compliance with applicable licensing regulations. If at any time the Town determines that any subcontractor is incompetent or undesirable, the Town shall notify the successful firm(s) accordingly, and the successful firm(s) shall take immediate steps for cancellation of the subcontract and replacement with a firm suitable to the Town. Nothing contained in any contract resulting from this RFQ shall create any contractual relationship between any subcontractor and the Town. It shall be the successful firm(s)' responsibility to ensure that all terms of the primary contract with the Town are incorporated into all subcontracts.

17. INDEMNIFICATION:

- a. To the fullest extent allowed by law, the firm shall indemnify and hold harmless the Town, its officers, officials, employees, agents, or indemnities (collectively called "Indemnified Parties") from and against those losses, liabilities, damages, and costs proximately caused by, arising out of, or resulting from the sole negligence of the firm, the firm's agents, or the firm's employees.
- b. In matters other than those covered by subsection a. above, and to the fullest extent allowed by law, the firm shall indemnify and hold harmless the Indemnified Parties from and against those Losses, liabilities, damages, and costs caused by, arising out of, resulting from, or in connection with the execution of the work provided for in this Agreement when the Fault of the firm or its Derivative Parties is a proximate cause of the loss, liability, damage, or expense indemnified.

- c. Costs and expenses shall include attorneys' fees, litigation or arbitration expenses, or court costs actually incurred by the Indemnified Parties to defend against third-party claims alleged in any court, tribunal, or alternative dispute resolution procedure required of any of the Indemnified Parties by law or by contract, only if the Fault of the firm or its Derivative Parties is a proximate cause of the attorney's fees, litigation or arbitration expenses, or court costs to be indemnified.
- d. The firm's duty to indemnify and hold harmless described hereinabove shall survive the termination or expiration of this Contract.
- e. Definitions:
 - i. For the purposes of this Section the term "Fault" shall mean any breach of contract; negligent, reckless, or intentional act or omission constituting a tort under applicable statutes or common law; or violation of applicable statutes or regulations.
 - ii. For the purposes of this Section the term "Loss" or "Losses" shall include, but not be limited to, fines, penalties, and/or judgments issued or levied by any local, state, or federal governmental entity.
 - iii. For the purposes of this Section the term "Derivative Parties" shall mean any of the Firm's subcontractors, agents, employees, or other persons or entities for which the Firm may be liable or responsible as a result of any statutory, tort, or contractual duty.

18. GOVERNING LAW; JURISDICTION; VENUE:

The construction and performance of this Agreement shall be governed by and construed pursuant to the laws of the State of North Carolina. Venue for any legal actions initiated concerning this Agreement or arising in any way from and out of this Agreement shall be brought in the appropriate state court sitting in Granville County, North Carolina, having jurisdiction over said claim. The parties consent to the jurisdiction of said court and waive any right they may have to venue in any other jurisdiction.

19. AVAILABILITY OF FUNDS:

Any resulting contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The Town's extended

obligations on contracts that include funding through successive fiscal periods shall be contingent upon actual appropriations for the successive periods (additional years).

20. NON-EXCLUSIVE CONTRACT:

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the selected firm. A contract of award shall not restrict the Town from acquiring similar, equal, or like goods and/or services from other sources.

21. INTELLECTUAL PROPERTY:

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of services under the contract shall be the property of the Town. Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the firm's performance of services under a contract resulting from this RFQ shall vest in the Town. Works of authorship and contributions to works of authorship created by the firm's performance of services under a contract resulting from this RFQ are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. § 201.

22. OWNERSHIP OF INSTRUMENTS OF SERVICE:

All designs, drawings, specifications, design calculations, notes and other works developed in the performance of this contract shall become the sole property of the Town and may be used on any other design or construction without additional compensation to the firm or any subcontractor. The use of the design, including tracings and specifications, by any person or entity, for the purpose other than the project for which they are intended, shall be at the full risk of such person or entity and the firm and its subcontractors shall be relieved of any liability whatsoever, including claims for personal injury, property damage, or death as a result of such other use.

23. FORCE MAJEURE:

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Except at otherwise provided in any environmental laws, rules, regulations, or ordinances applicable to the parties and the services performed under a contract resulting from this RFQ, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the contract resulting from this RFQ must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be

eligible to be excused from the performance otherwise required under a contract resulting from this RFQ by this provision.

24. PROFESSIONAL STANDARDS:

Firm personnel shall use a degree of professional care, competence, and skill that other competent personnel performing the same or similar tasks would use working in the same or similar geographic area. With the Town's prior written permission, if the firm subcontracts any of the work to be performed under the terms of the contract, the firm shall be responsible for ensuring that the subcontractors perform their tasks using the degree of professional care, competence, and skill that other competent professionals performing the same or similar tasks would use working in the same or similar area.

25. CANCELLATION:

The Town may terminate the contract at any time by providing written notice to the firm. The firm shall cease performance immediately upon receipt of such notice. In the event of early termination, the firm shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the Town. Notwithstanding the foregoing, in no event will the total amount due to the firm under this section exceed the total amount due the firm under a contract resulting from this RFQ.

26. E-VERIFY:

It is understood that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with N.C. Gen. Stat. § 64-25 et seq. The firm is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of the firm's knowledge, any subcontractors utilized by firm as a part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.

27. IRAN DIVESTMENT ACT CERTIFICATION:

The firm certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C. Gen. Stat. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C. Gen. Stat. § 147-86.59, The firm shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

28. COMPANIES BOYCOTTING ISRAEL DIVESTMENT ACT CERTIFICATION:

The firm certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C. Gen. Stat. § 147-86.81.

29. NO LIENS:

The firm shall promptly pay all invoices for labor performed by any of its subcontractors, if any, and for materials provided in the construction of the improvements upon the Town's property, if any, and shall keep the Town's property free of any liens or claims of lien at all times, to the extent applicable to any services provided under a contract resulting from this RFQ.

30. ADDITIONAL PROVISIONS:

- a. The firm shall be responsible for the proper custody and care of any property furnished or purchased by the Town for use in connection with the performance of a contract resulting from this RFQ and will reimburse the Town for the replacement value of its loss or damage. The firm shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. The firm represents that it has, or will secure at its own expense, all personnel required in performing the services under a contract resulting from this RFQ. Such employees shall not be employees of or have any individual contractual relationship the Town.

END OF REQUEST FOR QUALIFICATIONS

NON-COLLUSION AFFIDAVIT

A completed, signed, and notarized form shall be submitted with the RFQ.

The firm submitting a proposal, under penalty of perjury under the laws of the United States and the law of the State of North Carolina, certifies that neither s/he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract.

By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any collusion has been offered, accepted, or promised by any employees of your organization.

FIRM NAME: _____

BIDDER/RESPONDING REPRESENTATIVE: _____

Print

Sign

Date

NOTARY-

_____ State _____ County

I, _____, a Notary Public for said
County and State, do hereby certify that

_____ personally appeared before
me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____ of 20_____.

(Official Seal)

Exhibit 1



