



## Request for Qualifications (RFQ) For Architectural Planning Services RFQ 540-1

**Overview:** The Town of Carrboro (the “Town”) is inviting interested and qualified firms to submit statements of qualifications for professional architectural/engineering services for the design of a new multi-story shell building (along with core assets inuring to shell construction), site and an associated parking structure located at 203 S. Greensboro Street in Carrboro that will house Town administrative offices, Orange County (“County”) Southern Branch Library, and other potential third party uses.

Firms must be licensed-in the State of North Carolina and shall have extensive experience in the planning, design, and construction of in-fill, multi-story, shell building facilities, structured parking facilities, public purpose spaces, and associated up-fit design for library, administrative, multi-purpose, visual arts, and performing arts spaces. Firms shall have experience in working within the Carrboro Land Use Ordinance.

The services solicited in this Request for Qualifications (RFQ) will include a full range of basic and specialty professional services as outlined in the scope of services.

The fiscal agent for this process will be the Town of Carrboro.

**Proposals must be received in the office of the Town of Carrboro Finance Director, 301 West Main Street, Carrboro NC, 27510 no later than 4:00 PM Tuesday, December 5, 2017.**

### **I. Background**

203 South Greensboro Street is a Town owned public parking site in the heart of Carrboro. The site has been identified and accepted by the Carrboro Town Board of Aldermen (“BOA”) and the Board of Orange County Commissioners (“BOCC”) through an extensive site selection and feasibility process directed by both the BOA and the BOCC. Input analysis factors to included but not be limited to Orange County Southern Branch Library facility location and space planning, Carrboro traffic, parking, and space planning analysis, and environmental factors are the drivers of the desire to move forward with the process in working with a qualified design firm.

### **Facility Program**

The design will include program development based upon needs analysis, space utilization exercises, and existing studies. The selected designer will lead this process involving appropriate stakeholders as assembled by the Town and County.

## II. SCOPE OF SERVICES

The selected firm shall be responsible for the program, schematic design, design development, construction documents, bidding assistance, and construction administration of a new facility. The firm will work with a Town and County formed design committee which may include but not be limited to the Town and County Managers, Town Planning Staff, County Asset Management Services Director, the County Library Director. The Town and County Managers shall have final approval on all decisions relative to this project.

The firm shall be responsible for preparing and updating budget cost estimates in coordination with the owner for all phases of the project including such items as construction costs, site development, furniture, fixtures & equipment, technology, professional fees, contingency costs and all other relative costs associated with the project. The firm shall also provide a timeline for implementation and completion of the project.

The firm will work closely with the Town and County to identify and confirm definitions of the Elements of Value as listed in preliminary form within the Development Agreement and according to the Development Agreement. This listing and the overall Development Agreement will be available once the Development Agreement is completed.

The firm will share relevant experience and expertise regarding cost control capacity and strategies, particularly when total project budgets are fixed, as well as a description of how the respondent delivers a project where they control the program after adequate and thorough input from the Town and County.

The firm will share its relevant experience and expertise with the approved methods of construction procurement in North Carolina.

The firm will describe its relationships with its sub-consultants with respect to collective experience, and projects designed and built as a team. The firm will also demonstrate that the individuals presented within the RFQ response as the project designers and administrators will actually serve in those roles during the Project.

This project consists of the site and building design of a "shell" building and parking accommodation that will house and host various types of interior spaces. The firm will describe its experience and expertise in shell design that may involve independent interior up-fit design professionals.

Notwithstanding extreme extenuating circumstances, the firm will demonstrate how it maintains continuity in performance of its duties and actions within its firm and sub-consultant team.

The firm shall be prepared to meet as required to receive input and/or provide updates.

The firm shall provide a computerized model of the final design, including elevations and selected floor plans for use in public presentations. The firm shall assist in the creation of print and multimedia items which will be used in marketing, and public awareness. The firm shall also provide electronic file as-builts of the project in a format mutually agreed to with the Town and County.

**III. SUBMISSION**

- A. Submittals: Submit five (5) hard copies (duplex printing on recycled paper), marked “203 South Greensboro Facility” and one (1) electronic copy (single pdf file on thumb drive or CD) with firms name in the filename. Failure to submit the firm’s response in a single pdf file could make the submittal non-responsive. Proposals must be received in the office of the Finance Director, 301 West Main Street, Carrboro, NC 27510 no later than 4 pm (EST), Tuesday, December 5, 2017.
- B. Qualification packages may be hand-delivered or mailed. If the submittal is sent by mail or commercial express, the Respondent shall be responsible for actual delivery of the qualification package to the proper county office before the deadline. All submittals become property of the Town and County. Request for Qualification packages will not be accepted via fax machine or internet e-mail.
- C. Mark outside of envelope with RFQ No. 540-1 and proposal subject, “203 South Greensboro Facility”.
- D. Time is of the essence and any proposal or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the firm to ensure that their proposal is received by the Town Finance Department personnel before the deadline indicated above. There is nothing in this RFQ that precludes the Town and County from requesting additional information from firms at any time during the qualification process.
- E. Nothing herein is intended to exclude any responsibilities or in any way restrain or restrict competition. On the contrary, all responsible firms/individuals are encouraged to submit responses. The Town reserves the right to waive any informality, to reject any and/or all proposals, and to accept any proposal which in its opinion may be in the best interest of the Town.
- F. Qualification packages may be withdrawn by written request prior to submittal deadline.

**IV. PREPARATION**

- A. Firms are to submit their qualifications and understanding of the services to be performed. Emphasis should be placed on completeness of services offered and clarity of content. All submittals should be complete and carefully worded and must convey all of the information requested by the Town and County. If errors or exceptions are found in the firm’s qualification package, or if the package fails to conform to the requirements of the RFQ, the Town will be the sole judge as to whether that variance is significant enough to reject the firm’s submittal.
- B. Qualification packages should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form. The Town and County do not expect nor will any more favorable consideration be given to submittals with fancy covers or binding, color photographs, sample plans, non-pertinent information on other accomplishments of the firm which have no direct

bearing on these projects, resumes of individuals who will not be engaged in the work, or pages of other non-projected related material. ***Brevity will be appreciated.*** Submittals shall be limited to thirty (30) pages, double sided 8 ½ x 11 (fifteen sheets of paper), minimum 12 point font. Covers, dividers, affidavits and Responder's Certification Form do not count in the thirty (30) pages total.

- C. Firms requiring clarification or interpretation of this RFQ shall make a written request, which shall reach the Town Finance Director no later than the date and time for submittal of written questions (see Section V, paragraph C).
- D. Any interpretation, correction or change of this RFQ will be made by Addendum. Addenda will be mailed or delivered to all who are known by the Town Finance Director to have received a complete set of RFQ documents. Addenda will also be posted to the Town's website. It is the responsibility of the firm to ensure that all Addenda were received.
- E. All submittals shall provide a straight forward, concise description of the firm's ability to satisfy the requirements of the RFQ.
- F. Qualification packages (and copies) should be bound in a single volume where practical. All documentation submitted with the offer should be bound in that single volume.
- G. In addition to the transmittal letter, the (included) Non-Collusion Affidavit and E-Verify Affidavit must be signed by a principal of the firm or an officer of the corporation duly authorized to bind the corporation.
- H. If any submittal includes comments over and above the specific information requested in this RFQ such comments must be included as a separate appendix.
- I. The firm is solely responsible for all costs and expenses associated with the preparation of the submittal and of any supplementary presentation (including any oral presentation) if requested by County.
- J. Qualification Packages must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the business entity submitting the qualification.

## **V. GENERAL TERMS AND CONDITIONS**

### **A. NON-COLLUSION AFFIDAVIT**

Each qualification package must be accompanied by a *notarized* affidavit of 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.

**B. ADDENDA/CHANGES**

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

**C. E-VERIFY**

HB786 imposes E-Verify requirements on contractors who enter into certain contracts with state agencies and local governments. The legislation specifically prohibits governmental units from entering into certain contracts "unless the contractor and the contractor's subcontractors comply with the requirements of Article 2 of Chapter 64 of the General Statutes." (Article 2 of Chapter 64 establishes North Carolina's E-Verify requirements for private employers). It is important to note that the verification requirement applies to subcontractors as well as contractors. The new laws specifically prohibit governmental units from entering into contracts with contractors who have not (or their subs have not) complied with E-Verify requirements. Complete the attached affidavit, and include it with your submittal.

**D. QUESTIONS**

Questions concerning this RFQ should be directed to:

Carrboro Finance Director  
301 West Main Street  
Carrboro, NC 27510  
(919) 918-7300 (v); 919-968-7745 (f)  
finbudg@carrboro.nc.us (preferred method)

**All questions pertaining to this RFQ must be submitted in writing no later than 5:00 PM Tuesday, November 28, 2017.**

Only written questions will be considered formal. **Any information given by telephone will be considered informal.** Any questions that the Town feels are pertinent to all proposers will be mailed as an addendum to the RFQ. Fax and e-mail messages will be treated as written questions.

**E. PROPRIETARY INFORMATION**

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 pursuant to NC General Statutes §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 labeled “Confidential” in the top right corner.**

**F. MINORITY BUSINESSES**

The Town and County encourage all businesses, including DBE, minority and women-owned businesses to respond to all Requests for Qualifications.

**G. 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 or County.

Award shall be made to the responsible firm whose qualifications are determined to be most advantageous to the Town and County, taking into consideration the evaluation factors set forth in the RFQ.

The detailed Scope of Work and schedule of deliverables shall be negotiated with the successful firm.

The successful firm will be **required** to enter into the Town’s standard service contract. A copy of the Town’s draft service contract is attached (Attachment 1).

**H. SUBCONSULTANTS**

If any sub-consultants will be used for the project, the firm shall provide to the Town and County information regarding these sub-consultants as part of the RFQ response. The information shall include a description of the work provided, any applicable licenses or certifications, and relevant experience that may inure to the value of the Project.

The successful firm shall not substitute other sub-consultants without the written consent of the Town.

The successful firm shall be responsible for all services performed by a sub-engineer 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 sub-engineer is incompetent or undesirable, the Town shall notify the successful firm accordingly, and the successful firm shall take immediate steps for cancellation of the subcontract and replacement.

Nothing contained in any contract resulting from this RFQ shall create any contractual relationship between any sub-engineer and the Town.

It shall be the successful firm’s responsibility to ensure that all terms required in the attached contract that is executed are incorporated into all subcontracts.

## I. INSURANCE

Respondents will be required to show proof of professional liability insurance in types and amounts satisfactory to the Town and County as part of the RFQ response. The Town typically requires liability limits of at least \$1,000,000 per occurrence with a \$2,000,000 aggregate coverage. Exact limits would be determined during contract negotiations.

Respondents will also cite in their response, any and all claims that have been filed against the professional liability insurance carried by the respondent within the past ten years, regardless of the settlement disposition.

## VI. STATEMENT OF QUALIFICATIONS REQUIREMENTS

**In order to expedite the evaluation of proposals, each Respondent shall organize its qualification package in accordance with this section.** Firms that do not follow the specified outline may be deemed non-responsive and may be disqualified from the evaluation process.

- Section 1. Completed Responders' Certification Form and *notarized* Non-Collusion Affidavit
- Section 2. Introduction: Firm name, address, telephone, fax number, contact person and e-mail address; year established and former firm names; Include names of principles of the firm and the states in which they are registered; and types of services for which the firm is qualified;
- Section 3. Cover letter confirming that the elements of the RFQ have been reviewed and understood. The cover letter should be signed by an individual authorized to bind the firm contractually.
- Section 4. Experience: Provide a statement of your understanding of the scope of work=and services requested; specifically with regards to County Libraries, Town office spaces and space for community partners such as an arts or cultural center and other similar projects. Also include a brief discussion regarding your experience working with the various Federal, State and local agencies with whom you will work with in designing the most useful and effective facility.
- Section 5. Project Team: List of staff members and resumes of those persons who will be assigned to work with the Town on this project. Include an Organizational Chart but do not include resumes or list personnel who will not be assigned to this project. Also include the firm's commitment to keep the originally-assigned project team through project completion.
- Section 6. Describe the firm's construction administration service delivery model.
- Section 7. Describe manner in which firm would encourage local construction companies' participation in this project in keeping with the Town and County interests in this project enhancing the local economy.

Section 8: List current ongoing projects. Include: Project start date; expected completion date; total project cost; your ability to devote staff resources to complete this project. Describe how other existing trips to the area could contribute to cost savings on the services sought within this RFQ.

Section 9: List and describe up to five (5) of your firm's previous experiences in the planning, design and construction of County Libraries, Town office spaces and space for community partners such as an arts or cultural center and other projects similar in nature to the one for which this Request for Qualifications is being sought

For each project listed, the information should include:

- Name and location of the project
- Brief description of the project
- Date the project was completed
- Name and telephone number of owner
- Name of the firm's project manager assigned to each listed project
- Original contract amount
- Number of change orders and total amount of change orders
- Total project cost (inclusive of change orders)

Section 10: Names of outside consultants (sub-consultants) who would be retained to provide services required for these projects. Provide a one-page synopsis for each consultant to include the following information:

- Individual's proposed role in the project
- A resume or brief description of the individual's previous experience as it relates to his/her role in the project
- For any proposed sub consultants, indicate how long your firm has worked with the sub-consultant on previous projects

Section 11: Firms willingness to affiliate with minority, woman-owned, or disadvantaged businesses.

Section 12: Demonstration of Quality Control and Assurance processes as stated above in Section VI.

Section 13: Letter disclosing any pending litigation or litigation within the last ten years related to the firm's projects.

Section 14: Hourly billing rates charged by your firm each position type and reimbursable expenses.

Section 15: Firms willingness to sign Town's Standard Contract (copy attached).



## **VII. EVALUATION PROCESS:**

Following the deadline for submittal of qualifications, a review of the submitted qualifications will be conducted by a selection committee established by the Town Manager. The selection committee will review all submittals based on their response to the information requested. The committee shall then make a recommendation to the Town Manager based on criteria established herein.

If desired, the selection committee may short list a number of qualified firms. The Town reserves the discretion to determine the number of firms that will be on the short list. The Town may engage in individual discussions with two or more firms deemed fully qualified, responsible, and suitable on the basis of initial responses and with emphasis on professional competence to provide the required services. Interviews are not anticipated; however, the selection committee may schedule interviews if desired in the selection process. Such firms shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts.

The selection committee may conduct discussions with the firm(s) submitting responses regarding the contract and shall select from among the firm(s) deemed most qualified to provide the required services. At the discretion of the Town, the discussions with the firm(s) may consist of written questions and responses, and/or personal interviews with members of the firm(s). If personal interviews are required by the Town, the persons proposed to be responsible for performing the work required herein shall attend the interview. If requested, firms should be prepared to submit financial status information, which shall be held in confidence.

The Town will negotiate a stipulated lump sum fee for basic services and a rate schedule to be utilized for additional services and contingent additional services with the most qualified firm at a compensation which is considered to be fair and reasonable to the Town. These rates shall include all disciplines (example: architect, project manager, engineers, administrative staff, etc.). The rate schedule for additional services shall remain firm throughout project completion. In making this decision, the Town will take into account the established value, general scope, the complexity, and the professional nature of the services to be rendered. Should the Town be unable to negotiate a satisfactory contract with the firm considered to be most qualified, negotiations with that firm shall be formally terminated.

Negotiations will then proceed with the remaining ranked firms in the same manner until an agreement is reached, unless it is determined by the committee that it is in the best interest of the Town that the process be terminated or modified.

## **VIII. SELECTION PROCESS**

The included criteria may be used in the evaluation of qualification packages for development of a shortlist to be considered for potential negotiations. These criteria are not necessarily listed in order of importance:

- Firms qualifications and experience including location of offices and related staffing
- Firms understanding of the project objectives
- Previous work experience on similar projects and demonstrated experience in the design and construction of similar projects.
- Familiarity with construction in central counties which have unique soil and site requirements
- Demonstrated strategy to encourage local participation by the Orange County construction market
- Proposed staff, including sub-contracted professionals, proposed to perform the work
- Financial stability of the firm
- Demonstration of Quality Control: Demonstrated systematic approach to quality assurance and interdisciplinary coordinator methodologies throughout the various phases of design and construction administration.
- Demonstration of Cost Control: Demonstrated experience implementing cost saving measures that effectively maximized the utilization of funding from a variety of sources and minimized unnecessary expenses while achieving desired results.
- The ability of the consultant to begin work immediately and complete the projects in a timely manner.
- References: Evaluation of comments received from referenced previous clients

Information on the top two firms that emerge from this RFQ process will be: 1) provided to the Board of Orange County Commissioners for endorsement; and 2) be invited to make presentations to the Carrboro Board of Aldermen during a regularly scheduled public meeting where the Board of Aldermen will choose the most qualified firm during that meeting.

#### **IX. CONTACT POLICY**

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 the Finance Director listed herein, concerning this RFQ is prohibited. Any such unauthorized contact may cause the disqualification of the firm from this qualification process.

The Town reserves the right to reject any and/or all submittals, and to waive defects, technicalities and/or irregularities in any submittal. The Town reserves the right to finalize a contract with one firm based on all information submitted in the written qualification submittal without further discussion or interviews.

**RESPONDER'S CERTIFICATION FORM**

I have carefully examined the Request for Qualifications, the sample Agreement for Design Consultant Services and any other documents accompanying or made a part of this Request for Qualification.

I hereby propose to furnish the professional design consultant services for the Town of Carrboro in accordance with the instructions, terms, conditions, and requirements incorporated in this Request for Qualification. I certify that all information contained in this response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

NAME OF FIRM: \_\_\_\_\_

BY: (printed name)\_\_\_\_\_

SIGNATURE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

**ACKNOWLEDGEMENT OF ADDENDA**

Responder hereby acknowledges receipt of all Addenda through and including:

Addendum No.	Date	Acknowledgement
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**NON-COLLUSION AFFIDAVIT**

State of North Carolina  
Orange County  
5212

Proposal Request No.

\_\_\_\_\_, being first duly sworn, deposes and says that:

- I. He/She is the \_\_\_\_\_ of \_\_\_\_\_, the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said proposer nor any of its officers, partners, Owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or Person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Town and County or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, Owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Subscribed and Sworn to Before Me,

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

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

My Commission Expires: \_\_\_\_\_

STATE OF NORTH CAROLINA

AFFIDAVIT

ORANGE COUNTY

\*\*\*\*\*

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of \_\_\_\_\_ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
- 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
- 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
  - a. YES \_\_\_\_\_, or
  - b. NO \_\_\_\_\_
- 4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Signature of Affiant  
Print or Type Name: \_\_\_\_\_

State of North Carolina Orange County

Signed and sworn to (or affirmed) before me, this the \_\_\_\_  
day of \_\_\_\_\_, 201\_\_.

My Commission Expires:

\_\_\_\_\_

Notary Public

(Affix Official/Notarial Seal)



**NORTH CAROLINA  
TOWN OF CARRBORO**

**SERVICE CONTRACT**

**THIS CONTRACT** is made, and entered into this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **TOWN of CARRBORO**, a political subdivision of the State of North Carolina, (hereinafter referred to as "**TOWN**", party of the first part and \_\_\_\_\_, (hereinafter referred to as "**CONTRACTOR**"), party of the second part.

**1. SERVICES TO BE PROVIDED**

**CONTRACTOR** hereby agrees to provide services and/or materials under this contract (hereinafter referred to collectively as "**SERVICES**") pursuant to the provisions and specifications identified in "Attachment 1".

**2. TERM OF CONTRACT**

The term of this **CONTRACT** for services and supplies is from \_\_\_\_\_ to \_\_\_\_\_.

**3. PAYMENT TO CONTRACTOR**

**CONTRACTOR** shall receive from **TOWN** \$XXXXX. Unless otherwise specified, **CONTRACTOR** shall submit a weekly itemized invoice to \_\_\_\_\_ at the \_\_\_\_\_ Department of the Town of Carrboro, NC 27510. Payment will be processed within 30 days upon receipt and approval of the invoice by **TOWN**.

**4. INDEPENDENT CONTRACTOR**

**TOWN** and **CONTRACTOR** agree that **CONTRACTOR** is an independent contractor and shall not represent itself as an agent or employee of **TOWN** for any purpose in the performance of **CONTRACTOR'S** duties under this contract. Accordingly, **CONTRACTOR** shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of **CONTRACTOR'S** activities in accordance with this contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

**CONTRACTOR**, as an independent contractor, shall perform said services in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

**5. INSURANCE AND INDEMNITY**

To the fullest extent permitted by laws and regulations, the **CONTRACTOR** shall indemnify and hold harmless the **TOWN** and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the **CONTRACTOR** or its officials, employees, or contractors under this Contract or under the contracts entered into by the **CONTRACTOR** in connection with this Contract. This indemnification shall survive the termination of this agreement.

In addition, **CONTRACTOR** shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. **CONTRACTOR** shall supply **TOWN** with certification of insurance for workers' compensation coverage with North Carolina statutory limits.

**CONTRACTOR** shall maintain, at its expense, the following minimum insurance coverage:

General Liability with Combined Single Limit Bodily Injury and Property Damage not less than \$1,000,000 and Products and Completed Operations Liability not less than \$1,000,000.

**CONTRACTOR** agrees to furnish **TOWN** proof of compliance with the insurance coverage requirements of this contract prior to commencing work. **CONTRACTOR** shall furnish **TOWN** a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to **TOWN** verifying the existence of any insurance coverage required by **TOWN**. The certificate will provide for thirty (30) days advance notice in the event of termination or cancellation of coverage.

## 6. HEALTH AND SAFETY

**CONTRACTOR** shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing services under this contract.

## 7. NON-DISCRIMINATION IN EMPLOYMENT

**CONTRACTOR** shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, disability or on the basis of sexual orientation or gender expression/identity. **CONTRACTOR** shall take affirmative action to ensure that applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, disability or on the basis of sexual orientation or gender expression/identity. In the event **CONTRACTOR** is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by **TOWN**, and **CONTRACTOR** may be declared ineligible for further **TOWN** contracts.

## 8. GOVERNING LAW

This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General Court of Justice in the County of Orange and the State of North Carolina.

#### **9. E-VERIFY**

The **CONTRACTOR** shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. **CONTRACTOR** shall require subcontractors to comply with the requirements of Article 2, Chapter 64 of the North Carolina General Statutes.

#### **10. AMENDMENT**

This contract may be amended only in writing by mutual agreement by both parties.

#### **11. TERMINATION OF AGREEMENT**

This contract may be terminated at any time by either party by written notice of a minimum of ninety (90) days.

This contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this agreement, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

#### **12. SUCCESSORS AND ASSIGNS**

**CONTRACTOR** shall not assign its interest in this contract without the written consent of **TOWN**. **CONTRACTOR** has no authority to enter into contracts on behalf of **TOWN**.

#### **13. COMPLIANCE WITH LAWS**

**CONTRACTOR** represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this contract will be carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment.

#### **14. NOTICES**

All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

**TOWN OF CARRBORO  
PURCHASING DEPARTMENT  
301 WEST MAIN STREET  
CARRBORO, NORTH CAROLINA, 27510**

#### **15. AUDIT RIGHTS**

For all services being provided under this contract, **TOWN** shall have the right to inspect, examine,



and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of said services. Audits shall take place at times and locations mutually agreed upon by both parties, although **CONTRACTOR** must make the materials to be audited available within one (1) week of the request for them.

#### **16. TOWN NOT RESPONSIBLE FOR EXPENSES**

**TOWN** shall not be liable to **CONTRACTOR** for any expenses paid or incurred by **CONTRACTOR** unless otherwise agreed in writing.

#### **17. ENTIRE AGREEMENT**

This Agreement and the attached document labeled "Attachment 1" shall constitute the entire understanding between **TOWN** and **CONTRACTOR** and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

#### **18. HEADINGS.**

The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

#### **19. IRAN DIVESTMENT ACT CERTIFICATION**

Contractor and all subcontractors should not be on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Contractor shall not utilize any subcontractor that is identified on the List.

The **CONTRACTOR** hereby agrees that each clause of this **CONTRACT** has been read and fully understands the meaning of the same and will comply with all of its terms.

**TOWN OF CARRBORO**

**CONTRACTOR**

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

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

**ATTEST**

**ATTEST**

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

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

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

\_\_\_\_\_  
**Finance Officer**