



Request for Qualifications for On-Call Professional Services

Architectural Design, Civil Engineering, Landscape Architecture, Surveying,
and/or Geo-Technical Services

November 5, 2025

Project Information

Pursuant to N.C. General Statute § 143-64.31, the Town of Zebulon is soliciting submittals from qualified Firms interested in providing on-call professional architectural design, civil engineering, landscape architecture, surveying and/or geo-technical consulting services (a “Service” or “Services”, as the case may be) associated with the planning, design, bidding, construction administration, and plan review of various public infrastructure projects throughout the Town. Firms may submit qualifications for a single Service, multiple Services, or all Services. Firms should have the ability to deliver the Services on time, on budget, and within the criteria and constraints identified by this document. This Request for Qualifications (RFQ) provides complete information on the Services being sought, the submittal requirements, and the timeline.

All submittals must be received by 2:00 PM on December 4, 2025. Inquiries, amendments, or submissions received after the time and date listed above shall not be considered for evaluation.

Questions, requests for information, and submittals to this RFQ shall be addressed and delivered to:

Joseph Collins, Project Manager
450 E. Horton Street
Zebulon, NC 27597
jcollins@townofzebulon.org
(919) 823-1855

Late submittals will not be accepted. The Town of Zebulon reserves the right to accept or reject any or all submissions, waive technicalities, and make decisions as it deems in its own best interest. This RFQ does not obligate the Town to pay any cost incurred by Firms in the preparation and submission of a submittal, nor does it obligate the Town to accept or contract for any expressed or implied services.

Questions regarding the submittal specifications should be directed to Joseph Collins, Project Manager, in writing, at jcollins@townofzebulon.org no later than **November 17, 2025, at 3:00 PM.**

SECTION 1: SCOPE OF SERVICES

A. SCOPE OF SERVICES

The scope of on-call services may include, but not necessarily be limited to, the following:

- Preparation of design plans and specifications for public improvement projects including streets, utilities, stormwater, bicycle and pedestrian pathways, sidewalks, crosswalks, curb ramps, parks, new facility design, and existing facility renovations, upfits, and re-designs.
- Provision of advertisement, bidding, and construction administration services.
- Provision of construction observation and inspection services.
- Provision of environmental engineering, geotechnical, and consulting services, including the preparation of studies and assessments.
- Provision of environmental and transportation resiliency consulting services.
- Provision of permitting services not limited to North Carolina Department of Transportation (NCDOT) encroachment and driveway permits, State stormwater and erosion control

permits, Town of Zebulon permits, FEMA floodplain permits, Army Corps of Engineers permits, and permits related to facility construction.

- Provision of surveying, mapping, and modeling studies.
- Review of submitted mapping and modeling scenarios and studies.
- Preparation of legal descriptions, boundary surveys, and other associated survey documents that may be needed for title preparation, deeds, easement, and right-of-way purposes.
- Preparation of GIS maps and collection of field data associated with asset mapping or record data.
- Preparation of Engineering and Construction cost estimates.
- Preparation of grant applications and administration of grant projects.
- Review of design documents submitted to the Town by developers and other third parties for various public infrastructure projects and developments throughout the Town.
- Attendance at and facilitation of public meetings and public hearings with the Town Council, Planning Board, residents, and other stakeholders.
- Preparation of various transportation studies, including traffic impact analyses and administration of transportation projects. NCDOT projects may require the firms to possess appropriate NCDOT certification.
- General engineering services as assigned.

All services provided should comply with Title II of the Americans with Disabilities Act (ADA).

Upcoming projects may include but are not limited to the following:

- Roadway design
- Resurfacing, repaving, and restriping design
- Pedestrian and bicycle pathways design
- Park design
- Police facility design
- Fire station design
- Parks and Recreation facility design
- Office buildings
- Mechanic's shop design
- Redesign/renovation of current Town facilities

B. GENERAL INFORMATION

The RFQ may be advertised on one or more procurement websites so that it is open and competitive for all interested, qualified Firms. In addition, the RFQ is advertised on the Town of Zebulon website at www.townofzebulon.org.

When responding to this RFQ, please follow all instructions carefully and exactly as directed. Firms should not deviate from the format, quantity, or content specified in the RFQ. Please submit documents according to the outline specified. Failure to follow these instructions may result in a submittal being considered non-responsive and may be eliminated from consideration. Firms are

also advised not to provide brochures, marketing, advertising, or any other unspecified promotional materials with the specified required documents.

Negligence or error on the part of any Firm in preparing its submittal confers no right of modification of their submittal to this RFQ after the designated submittal deadline.

Failure to return the required documents and information specified in this RFQ may result in a determination that the submittal is non-responsive. All costs associated with preparing a submittal, including any mailing costs, publishing costs, etc. will not be reimbursed by the Town.

SECTION 2: SUBMISSION REQUIREMENTS AND EVALUATION

A. GENERAL REQUIREMENTS

- Direct contact with an employee of the Town regarding the contents of this RFQ, other than the designated individual, is forbidden. Violation may result in a determination that the Firm is ineligible for consideration for award.
- All submittals must be signed by an officer or employee having the authority to sign on behalf of the Firm.
- Any interlineations, alterations, or erasures of provided materials must be initialed by the signer of the submittal.
- Provision of a submittal by the Firm is not to be construed as an award or order.
- The Firm must show capability and experience performing all necessary work.

B. QUALIFICATION SUBMISSION REQUIREMENTS

The Town will receive qualification submittals until **Thursday, December 4, 2025, at 2:00 PM**, Eastern Standard Time, at the address listed in “Project Information” above. At that time, the Town will close the receipt of submittals and begin the evaluation process. Submittals received after the deadline **will not be accepted or considered**. The Town will not be held responsible for the failure of any mail or delivery service to deliver a qualification package prior to the stated submittal deadline.

Firms should submit one original paper copy to the individual at the address listed in “Project Information” along with an electronic (PDF) copy emailed to jcollins@townofzebulon.org. The electronic submittal should consist of a single file. The envelope containing the paper copy should be labeled on the outside in the following manner:

Town of Zebulon: On-Call Professional Services
Company Name
Company Address

It is solely the Firm’s responsibility to ensure that they have received all information, documents, and addenda necessary to appropriately and fully respond to this RFQ prior to submitting and that the submittal is received at the correct location on time.

C. SUBMITTAL FORMAT REQUIREMENTS

To facilitate the analysis of submittals, Firms should prepare their submittals according to the instructions outlined in this RFQ. Submittals should include straightforward, concise narratives to demonstrate an understanding of the Services required by the Town. Submittals shall not exceed 12 pages in length, including all appendices. Submittals that provide innovative alternatives and creative approaches are encouraged. Any other information thought to be relevant but not applicable to the categories below may be provided as an appendix to the submittal.

Submittals should be organized into the following sections:

1. Letter of Transmittal

The letter should, at a minimum, acknowledge the Firm's intent to provide timely and professional services to the Town and identify the Firm's main point of contact for any communication regarding the submittal.

2. Executive Summary

Provide a brief narrative that delineates the Service(s) applied for, summarizes the submittal, and addresses the key benefits, qualifications, and capabilities of the Firm.

3. Company Profile

Provide a description of the Firm's history, ownership, business organization, financial status, overall qualifications, products or services offered, and any relevant licenses held, if applicable.

- Provide evidence of registration and good standing with the North Carolina Secretary of State and any applicable state boards governing the professional Services offered by the Firm. In the case of out-of-state corporations, provide a Certificate of Authority as evidence of ability to do business in North Carolina.
- Describe the overall capability of the Firm to fully perform the contract requirements.
- Describe the moral and business integrity and reliability which will assure the Town of good faith performance as required by these specifications.

4. Understanding and Approach

Provide a description of the Firm's understanding of the requirements contained in the Scope of Services described in this RFQ. This section should, at a minimum, address the following:

- Expression of the Firm's understanding of the services requested.
- Indication of any work or resources that are to be subcontracted.
- Work assumed to be provided by the Town.
- The Firm's approach to quality assurance and quality control (QA/QC).

5. Key Personnel

Identify all key personnel who will be assigned to the resulting contract and their role on the Firm's team. Describe each individual's experience, relevant licenses and/or certifications, relevant association memberships, and overall credentials related to the

requested Services. Identify all subcontractors/sub-consultants who will support the work performed under the resulting contract and define their roles. The submittal should clearly identify the office location where such personnel are stationed.

6. Qualifications

Demonstrate general qualifications and areas of expertise by providing a list of certifications (including NCDOT certifications) and brief examples of projects or work related to the scope of Services offered, with particular emphasis on projects located in North Carolina. Provide a minimum of three (3) references with knowledge of projects matching the scope of this RFQ. References should include the primary contact person, the name of the project, a brief description of the project, the initial schedule versus the actual schedule, and any difficulties or successes experienced.

7. Project Schedules

Provide an explanation of how the Firm establishes a project schedule and the methods used to ensure the schedule is met. If a contract is awarded, the selected Firm must be able to begin work immediately, if needed, and move promptly toward completing the Service(s) requested. Describe the Firm's capacity to complete the requested Services in a timely manner and note the current workload, backlog, and anticipated work within the next year.

8. Why your firm?

Provide any additional information to explain why the Firm is best suited to provide Services to the Town of Zebulon.

SECTION 3: METHOD OF EVALUATION

The criteria used to evaluate the submittals will include, but not be limited to, the following (items are not listed in order of importance):

1. Firm Experience/Reputation/Workload

The Town will analyze the Firm's experiences and record in performing similar work. Also considered will be the Firm's ability to take on additional work, its demonstrated understanding of the Town's goals and purposes of this RFQ, its specific management approach, how well the Firm's organizational structure shows sufficient capacity, and the Firm's ability to offer the breadth and quality of Services required for the Town's projects. Additionally, the Firm's successful experience performing other services for the Town on past and current projects will be considered.

2. Experience of the Personnel Assigned to this Project Team

The Town will give considerable weight to the individual qualifications of the project team members who will perform the requested Services. Consideration will include the individual qualifications and experiences of key personnel and sub-consultants, if applicable.

3. Understanding of the Statement of Work

The ability of the Firm to outline a realistic approach to municipal project planning, design, and management will be considered, as will the proposed approach for performing the Services. A comprehensive understanding of local conditions related to municipal projects and development of project documents will be considered.

4. Schedule

The Town will consider the Firm's available resources to complete projects, including the analytical or design tools, personnel, and resources or methodologies commonly used that may be applicable. Consideration will be given to the Firm's availability to complete projects within a reasonable and desired timeframe.

5. Work Performed is within Close Proximity to the Town

The Firm's ability to respond to emergent needs of the Town will be considered. The Town will need the firm to have the ability to have in person presence when required. The Town will apply reciprocity to firms subject to a resident firm preference, per NC G.S. § 143-64.31.

6. Response

Responsiveness to the RFQ, including any additional documents submitted, will be considered.

SECTION 4: SELECTION PROCESS

After submittals are received and reviewed, the Town may select an unspecified number of Firms to interview before making a selection. After making a selection, the Town will ask the selected Firms ("preferred Firms") to execute a Town of Zebulon master consulting service agreement ("Master Agreement"), a sample of which is attached to this RFQ as Exhibit A and subject to modification in the Town's discretion, to provide on-call professional architectural design, civil engineering, surveying, landscape architecture, and/or geo-technical services for a period of two (2) years, with up to three (3) one year renewals. After execution of the Master Agreement by the preferred Firms, the Town will select one or more of the preferred Firms to provide Services for individual projects as they occur during the term of the Master Agreement. The Town will issue a task order to the firm's Master Agreement for a fixed-fee or a not-to-exceed hourly fee to perform the specific services required for each individual project.

The Town may withdraw this RFQ, reject submittals submitted in response to this RFQ, or any portion thereof, at any time prior to an award, and the Town is not required to furnish a statement of reason as to why a particular qualification was not deemed to be the most advantageous to the Town.

CLARIFYING QUALIFICATIONS DURING EVALUATION

During the evaluation process, the Town has the right to request clarification, as needed, to understand a Firm's view and approach to the Services. Any clarifications to the submittal made before executing the contract will become part of the final contract.

INTERVIEWS

After the initial evaluation of the submittals, the Town may elect to interview an unspecified number of Firms. The purpose of this interview will be to meet the proposed project team, and to understand the Firm’s project approach and ability to meet the stated objectives for the Services. Short-listed Firms should be prepared to discuss their capacity to conduct this work in compliance with the Services. If the Town elects to conduct interviews, the Town will notify each short-listed Firm to schedule individual times for the interviews.

INSURANCE

Preferred Firms must demonstrate the willingness and ability to acquire insurance for future project selection including, but not limited to, commercial general liability, automobile liability, workers’ compensation, employer’s liability, and umbrella coverage with at least the minimum limits shown below.

Workers' Compensation:	Statutory State of North Carolina
Employer's Liability:	\$1,000,000 Each accident/Total disease/Employee disease
Commercial General Liability:	\$1,000,000 per Occurrence
Commercial Auto Liability:	\$1,000,000 Combined Single Limit
Professional Liability:	\$1,000,000 each claim \$2,000,000 Aggregate

The Town reserves the right to negotiate different limits and coverage in the final contract.

All insurance companies must be authorized to do business in North Carolina with a Best rating A-VIII or higher. The Town shall be named and endorsed as an additional insured on all preferred Firms’ commercial general liability and excess liability insurance policies.

EQUAL OPPORTUNITY

The Town of Zebulon is an Affirmative Action/Equal Opportunity Employer and encourages submittals from minority-owned Firms.

NO GRATUITIES

Firms shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the Town for the purpose of influencing this selection. Any attempt by a Firm to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, will be grounds for exclusion from the selection process.

ALL INFORMATION TRUE

By submitting a response, Firms represent and warrant to the Town that all information provided in the submittal is true, correct, and complete. Firms who provide false, misleading, or incomplete information in any of the documents presented to the Town of Zebulon for consideration in the selection process, whether intentional or not, may be excluded.

E-VERIFY COMPLIANCE

The contract will require that the preferred Firms and subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes consistent with state law requirements for municipal contracts.

IRAN DIVESTMENT ACT

To ensure compliance with the Iran Divestment Act requirements of North Carolina Statutes, all consultants, contractors, and any subcontractors employed by the Consultant, by submitting a proposal or other response and/or services, attest and confirm they are not listed on the Final Divestment list created by the State Treasurer pursuant to NCGS 143-6A-4, Iran Divestment Act Certification.

MINIMUM NUMBER OF RESPONSES

In order to consider submittals, the Town must receive at least three (3) responses to the RFQ. If the Town receives fewer than three (3) responses, it will re-advertise the RFQ according to the means required by North Carolina General Statutes. After the second solicitation, the Town may consider submittals even if three (3) are not received and will follow the same procedures used for the initial solicitation.

It is the intention of the Town to be fair and equitable in its dealings with all candidates for selection. The Town reserves the right to accept or reject any or all submittals and any other documents submitted in response to this RFQ with or without cause. Issuance of this RFQ does not commit the Town of Zebulon to award a contract, to pay any costs incurred in preparation of a submittal, or to procure or contract for related services or supplies.

CONFIDENTIALITY OF DOCUMENTS

In general, documents that are submitted as part of the response to this Request for Qualifications and Proposal will become public records and will be subject to public disclosure. North Carolina General Statutes Sections 132-1.2 and 66.152 provide a method for protecting some documents from public disclosure. If a consultant firm follows the procedures prescribed by those statutes and designates the document “confidential” or “trade secret,” the Town of Zebulon will withhold the documents from public disclosure to the extent that it is entitled or required to do so by applicable law.

EXHIBIT A

MASTER SERVICES AGREEMENT FOR PROFESSIONAL _____ SERVICES (Insert Type: ARCHITECTURAL, ENGINEERING, LANDSCAPE ARCHITECTURE, etc.) FOR ON-CALL PROFESSIONAL SERVICES

This Agreement, made and entered into this (day) day of (month), 20__, by and between Town of Zebulon, North Carolina (hereinafter, the "Town") and (insert firm name) (hereinafter, the "Consultant").

WITNESSETH:

WHEREAS, the professional services of outside firms or consultants will be needed by the Town from time to time; and

WHEREAS, the Town issued a Request for Qualifications (RFQ) for such on-call professional services to efficiently and quickly engage professional services while providing a fair and equitable opportunity for all qualified firms to be considered for Town projects; and

WHEREAS, Consultant submitted its qualifications demonstrating it provides professional services of the nature required by the Town and employs trained and experienced technical personnel possessing adequate knowledge, skills, and experience to provide such professional services to the Town; and

WHEREAS, the Town and Consultant acknowledge and agree that this Agreement shall act as a base agreement under which multiple specific transactions may be entered by executing a Task Order, either by Purchase Order or separate written order, pursuant to determination of a Scope of Services and price; and

WHEREAS, this Agreement is non-exclusive and does not require or commit the Consultant to being available to perform services until a Task Order is issued and accepted, and does not preclude the Town from hiring other vendors or contractors to perform the same or similar work;

NOW THEREFORE, in consideration of the foregoing recitals, and the premises and mutual covenants herein contained, the receipt and adequacy of which is hereby acknowledged, the Town and Consultant do hereby agree as follows:

ARTICLE 1

1.1 Scope of Work

1.1.1 This Agreement is for on-call professional services to be rendered by Consultant to Town upon issuance and acceptance of one or more Task Orders. Each Task Order shall contain and describe the Scope of Services to be performed by and the compensation to be paid to the Consultant.

1.1.2 By execution of this Agreement, the Consultant represents and agrees that the Consultant is qualified and fully capable of performing and providing the services required or necessary under this Agreement in a fully competent, professional, and timely manner.

1.1.3 Time is of the essence with respect to Task Orders issued under this Agreement.

1.1.4 The services to be performed under this Agreement consist of Basic Services, as described and designated in Article 3 hereof. Compensation to the Consultant for Basic Services under this Agreement shall be as set forth herein.

1.1.5 Each Task Order shall reference this Agreement, and this Agreement shall be incorporated into and made a part of Task Order, whether or not expressly incorporated by reference in the Task Order. In the event of a conflict between the terms of this Agreement and a Task Order, the Task Order shall control.

ARTICLE 2

RESPONSIBILITIES OF THE CONSULTANT

2.1 Services to be Provided

2.1.1 When Services are requested by the Town, Consultant shall provide a cost estimate and detailed Scope of Services that sets out the key terms and conditions of the services to be provided. The Town and the Consultant shall use the Scope of Services provided by the Consultant as the basis for a Task Order. The Scope of Services shall not be binding on the parties until its terms are incorporated into a Task Order and signed by both parties.

2.1.2 The Consultant shall provide the Town with all services required to satisfactorily complete Task Orders within the time limitations set forth therein and in accordance with the professional standard of care.

2.2. Standard of Care

2.2.1 The Consultant shall exercise reasonable care and diligence in performing services under this Agreement in accordance with the generally accepted standards of this type of consultant practice throughout the United States and in accordance with applicable federal, state and local laws and regulations applicable to the performance of these services. The Consultant shall serve as a representative of the Town in accordance with the terms and conditions of this Agreement.

2.2.2 The Consultant shall be responsible for all errors or omissions in the drawings, specifications, reports, or other documents prepared by the Consultant.

2.2.3 The Consultant shall correct at no additional cost to the Town any and all errors, omissions, discrepancies, ambiguities, mistakes, or conflicts in any reports, drawings, specifications, or other documents prepared by the Consultant.

2.2.4 The Consultant shall assure that all reports, drawings, specifications, or other documents prepared by Consultant hereunder are in accordance with applicable laws, statutes, building codes, and regulations, and that all necessary or appropriate applications for approvals are submitted to federal, state, and local governments or agencies in a timely manner so as not to delay completion of any Task Order.

2.3 Consultant's Representations and Warranties

The Consultant represents and warrants the following to the Town as an inducement to the Town to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of any Services and Task Orders:

- (1) that it has employees available with the appropriate credentials and experience as required to provide the Services and perform its obligations hereunder.

- (2) that it is authorized to do business in the State of North Carolina and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Services.
- (3) that its execution of this Agreement and its performance thereof is within its duly authorized powers.
- (4) that its duly authorized representative and key employees for this engagement have carefully examined the Agreement.

ARTICLE 3

BASIC SERVICES

3.1 Basic Services

3.1.1 The Consultant shall perform as Basic Services that work and services described in the Task Order or Task Orders to be issued under this Agreement.

3.1.2 The Basic Services will be performed by the Consultant in accordance with the schedule outlined in the Task Order or Task Orders to be issued under this agreement.

ARTICLE 4

DURATION OF SERVICES

4.1 Scheduling of Services

4.1.1 The Consultant shall schedule and perform its activities in a timely manner so as to meet the milestone dates and project deadline listed in the Task Order ("Contract Time").

4.1.2 Should the Town determine that the Consultant is behind schedule, it may require the Consultant to expedite and accelerate his efforts, including providing additional resources and working overtime, as necessary, to perform the Services in accordance with the approved project schedule at no additional cost to the Town.

4.1.3 The commencement date for the Consultant's Basic Services shall be the date of delivery to the Consultant from the Town of a fully executed Task Order.

4.1.4 This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the Services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control.

4.1.5 Notwithstanding any other provision of this Agreement, the Consultant shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, or acts of the Town, third parties, or governmental agencies.

ARTICLE 5

COMPENSATION

5.1 Compensation for Basic Services

5.1.1 Compensation for Basic Services shall include all compensation due the Consultant from the Town for all services under the Task Order, including any expenses. Payment for Basic Services shall become due and payable monthly in proportion to satisfactory services performed and work accomplished. Payments will be made monthly by the Town within 30 calendar days of receipt of an invoice which is in form and substance acceptable to the Town. Each invoice shall contain the Consultant's name and federal tax identification number.

5.2 Additional Services

5.2.1 Requests by the owner for additional services not included in the Basic Services are not permitted without an Amendment to the Task Order, in writing, signed by the parties.

ARTICLE 6

RESPONSIBILITIES OF THE TOWN

6.1 Cooperation and Coordination

6.1.1 The Town has designated the Director of Public Works to act as the Town's representative with respect to this Agreement, and the Director shall have the authority to render decisions within guidelines established by the Town Manager and the Town Board of Commissioners and shall be available during working hours as often as may be reasonably required to render decisions and to furnish information.

ARTICLE 7

INSURANCE

7.1 General Requirements

7.1.1 The Consultant shall purchase and maintain and shall cause each of his Consultants to purchase and maintain, during the period of performance of this Agreement, insurance for protection from claims under workers' or workmen's compensation acts; Comprehensive General Liability Insurance covering claims arising out of or relating to bodily injury, including bodily injury, sickness, disease or death of any of the Consultant's employees or any other person and to real and personal property including loss of use resulting thereof; Comprehensive Automobile Liability Insurance, including hired and non-owned vehicles, if any, covering personal injury or death, and property damage; and Professional Liability Insurance, covering personal injury, bodily injury and property damage and claims arising out of or related to the performance under this Agreement by the Consultant or his agents, consultants and employees.

7.1.2 All insurance companies must be authorized to do business in North Carolina with a Best rating A-VIII or higher.

7.2 Limits of Coverage

7.2.1 Minimum limits of insurance coverage shall be as follows:

INSURANCE DESCRIPTION	MINIMUM REQUIRED COVERAGE
Workers' Compensation:	Statutory State of North Carolina
Employer's Liability:	\$1,000,000 Each accident/Total disease/Employee disease
Commercial General Liability:	\$1,000,000 per Occurrence
Commercial Auto Liability:	\$1,000,000 Combined Single Limit
Professional Liability:	\$1,000,000 each claim
	\$2,000,000 Aggregate

7.2.2 All insurance policies (with the exception of Worker's Compensation and Professional Liability) required under this Agreement shall name the Town as an additional insured party. Evidence of such insurance shall be furnished to the Town upon execution of the agreement and upon any change in or renewal of coverages and policies. The Town reserves the right to adjust the coverages in this Agreement for each Task Order.

7.3 Indemnity

7.3.1 The Consultant agrees to indemnify and hold harmless the Town from all loss, liability, claims or expense, including attorney's fees, arising out of or related to the Project and arising from bodily injury including death or property damage to any person or persons caused in whole or in part by the negligence or misconduct of the Consultant except to the extent same are caused by the negligence or willful misconduct of the Town. It is the intent of this provision to require the Consultant to indemnify the Town to the fullest extent permitted under North Carolina law.

ARTICLE 8 **AMENDMENTS TO THE AGREEMENT**

8.1 Changes in Basic Services

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

ARTICLE 9 **TERM, TERMINATION, AND SUSPENSION**

9.1 Contract Term

9.1.1 This Agreement will be in effect for a period of two (2) years from the date of execution, with up to three (3) one-year renewals.

9.2 Termination for Convenience of the Town

9.2.1 This Agreement, or any Task Order, may be terminated without cause by the Town and for its convenience upon seven (7) days prior written notice to the Consultant.

9.3 Other Termination

9.3.1 The Consultant may terminate this Agreement or any Task Order based upon the Town's material breach of this Agreement or the Task Order, provided the Town has not taken all reasonable actions to remedy the breach. The Consultant shall give the Town seven (7) days' prior written notice of its intent to terminate this Agreement or a Task Order for cause.

9.4 Compensation after Termination

9.4.1 In the event of termination of this Agreement or a Task Order, the Consultant shall be paid that portion of its fees and expenses that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by the Town due to errors or omissions of the Consultant.

9.4.2 Should this Agreement or a Task Order be terminated, the Consultant shall deliver to the Town within seven (7) days, at no additional cost, all documents, drawings, and electronic databases relating to the Task Orders issued under this Agreement.

9.5 Waiver

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

ARTICLE 10 **ADDITIONAL PROVISIONS**

10.1 Relationship of Parties

10.1.1 Consultant is an independent contractor of the Town. Neither Consultant nor any employee of the Consultant shall be deemed an officer, employee or agent of the Town. Consultant's personnel shall not be employees of, or have any contractual relationship with, the Town.

10.2 Limitation and Assignment

10.2.1 The Town and the Consultant each bind themselves, their successors, assigns and legal representatives to the terms of this Agreement. Neither the Town nor the Consultant shall assign or transfer its interest in this Agreement without the written consent of the other.

10.3 Governing Law

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

10.4 Dispute Resolution

10.4.1 Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or non-performance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Wake County, North Carolina, or the United States District Court sitting in Wake County, North Carolina, and it is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions.

10.5 Extent of Agreement

10.5.1 This Agreement and any properly executed Task Orders issued under it represent the entire and integrated agreement between the Town and the Consultant and supersede all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties. Modifications may be evidenced by facsimile signatures.

10.6 Severability

10.6.1 If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provision.

10.7 Ownership of Documents

10.7.1 All designs, drawings, specifications, design calculations, notes and other works developed in the performance of this contract shall become the property of the Town and may be used on any other project without additional compensation to the Consultant. The use of the documents by the Town or by any person or entity for any purpose other than the Project as set forth in this Agreement shall be at the full risk of the Town or such person or entity.

10.8 E-Verify Compliance

10.8.1 To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all consultants, contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64 (NCGS64-26(a)) relating to the E-Verify requirements.

10.9 Iran Divestment Act

10.9.1 By submittal of a bid or execution of a contract, all consultants, including any subconsultants employed by the consultant(s), attest and affirm they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4, Iran Divestment Act.

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

Town: Town of Zebulon
450 E. Horton Street
Zebulon, NC 27597

CONSULTANT: **Insert Firm Name**
Consultant Address Line 1
Consultant Address Line 2

Federal Tax ID Number: _____

Richard E. A. Fletcher, III
Public Works Director

Signature of Officer/Owner

Printed Name and Title

(CORPORATE SEAL)

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

Robert T. Fitts, Finance Director

This instrument is approved as to form.

Eric A. Vernon, Town of Zebulon Attorney

The person responsible for monitoring the contract performance requirements is Richard Fletcher, Director of Public Works, Town of Zebulon.

_____ Dept. Head Initials