

**REQUEST FOR QUALIFICATIONS
FOR
ON-CALL PROFESSIONAL ENGINEERING AND ARCHITECTURAL DESIGN SERVICES

TOWN OF SPENCER**

I. OVERVIEW AND PURPOSE

The Town of Spencer, North Carolina seeks professional qualifications from an architectural design, civil engineering, and transportation engineering firm, or firms, for a broad range of public facility and infrastructure improvements. Specifically, the Town seeks qualifications of licensed, registered and / or certified architects, landscape architects, and engineers who are demonstrably qualified for, but not limited to, the following five (5) technical service areas:

- a. **General Engineering Services:** plan review, public utility infrastructure design and inspection, stormwater management, civil engineering, construction phase services, and related services;
- b. **Transportation Engineering Services:** traffic engineering, street paving analysis, construction phase services, municipal street resurfacing program scoping, bidding, administration, inspection, and related services.
- c. **General Architecture Services:** architectural planning and design, space needs assessment, design charrette facilitation, development master planning, historic preservation, and related services;
- d. **Landscape Architecture Services:** public parks and recreation facility master planning, site planning, erosion control, drainage, park and trail design, hardscape design, landscape design, lighting, ADA compliance, signage, recreational structure design, and related services;
- e. **Funding Assistance:** state and federal grant writing assistance and / or technical assistance for grant identification, application, administration, compliance, reporting, and related services. Familiarity with state and federal ARPA-related grant opportunities and the ability to recommend grants for specific projects is preferred. Governmental bid and acquisition processes are required for all services.

II. SCOPE OF WORK

The selected firm, or firms, will coordinate with town staff, as needed, to provide analysis, design and expertise to implement a variety of public projects for the Town of Spencer. The “on call” status of agreed upon services reflect the Town of Spencer’s intent to utilize multi-disciplinary, professional services for efficiencies and expediency in the delivery of services and infrastructure for the betterment of the Spencer community.

The multi-track process, depending on service provided or project scope, may require the ability to coordinate, publicize and manage public engagement in a manner that informs community expectations for current and future public facilities and services. Preliminary and final design concepts for specific projects may require public review and standard zoning and construction permitting processes.

The initial contract duration shall be for three (3) years, with the option of extending the agreement annually for an additional two (2) years for a total contract term of up to five (5) years. Anticipated annual contract amounts for on- call services will be dependent upon specific needs for supplemental engineering services and available funding. No work is guaranteed under any contract with work assigned on an as-needed basis to be determined by

the Town of Spencer in its sole and absolute discretion. The qualification process will establish the terms and conditions governing the selection of firms/individuals to provide professional engineering services.

All statements shall be in the specified format in the Submittal Requirements section below.

Qualifications shall be submitted in the form of a Statement of Qualifications (SOQ). It is the intent of the Town to establish a task order-based approach for the provision of engineering and design services. For specific, larger-scale municipal projects, the Town may continue to procure professional engineering services using a separate qualification-based selection process.

III. SUBMITTAL REQUIREMENTS

Qualifications submitted shall be in a sealed package and received in accordance with the instructions detailed in this RFQ.

The selection of the firm(s) will be based on the totality of the qualifications of the firm(s) as presented in the detailed qualifications statement. The presence or absence of one or more of the items listed below, except for those items required by law, shall not be totally disqualifying but shall be taken into consideration as a portion of the totality reflecting positively or negatively on the qualifications of the firm. Qualification statements should clearly and concisely address the following:

1. **Cover Letter:** Include the name of your firm and the name, address, email, and telephone number of a contact person for questions concerning this proposal. Clearly identify the categories of services for which your firm is submitting its qualifications, as identified in Section I of this RFQ.
2. **History of Firm:** Provide a brief history of your firm.
3. **Experience of the Firm:** Provide a narrative of your firm's prior experience and qualifications. The narrative should contain information on projects completed within the past five (5) years and similar to the design services requested by Spencer in this RFQ. Specifically, list relevant public facility projects, public engagement, construction projects, master plans or studies that your firm has conducted for local governments in the Southeastern US and include scope of project, date, firm's project manager, as well as the contact's name and number of a person in local government who can speak on the project and your firm's work performance. Provide information as to your firm's ability to finish projects within budget and within the project time limits.
4. **Project Team:** Provide information related to the project manager, key personnel, and any sub-contractors who will be involved with selected design and engineering projects. Include the office location of each staff member and sub consultant that will participate and what their role will be on the various work items. Provide a brief resume for each person listed including experience on similar projects. We will require detailed information concerning the project manager including his or her length of time with this firm and detailed experience in the role of project manager. Describe what other work commitments the proposed team has and state the time the team has to dedicate to the project.
5. **Process and Work Plan:** Describe which of the technical service areas described in Section I of this RFQ your firm has the capacity to provide. Submittals may be for one, some, or all of the listed technical service areas. Describe the process and work plan that your firm would use for project design and, if applicable, for project scope, including how your firm would gather and assess this information and priorities.

6. **References:** Provide the name, address, phone number, email address, and relationship of at least three (3) references familiar with the quality of work done by your firm on similar projects that were undertaken in the last five (5) years.
7. **Legal, Safety, Insurance, and Financial:** The firm's submittal shall provide documentation of any history of litigation associated with project performance or professional liability. A short statement of any safety problems that the firm may have encountered in projects designed or inspected. A statement or other information to describe the firm's general financial standing and current insurance coverage.
8. **Other Supporting Data:** Include any other information you feel to be relevant to the selection of your firm for this RFQ.

IV. QUALIFICATION STATEMENT FORMAT AND DEADLINE

The submission shall be limited to fifteen (15) pages, printed one-sided, on 8½” by 11” paper, and single-spaced. Minimum font size shall be 10-point. Fold out pages are not allowed. Front and back covers and cover letter (limited to one (1) page) are not considered a part of the fifteen-page submittal. Submissions exceeding the fifteen-page limitation will not be considered.

The statement of qualifications package is due no later than 2:00 p.m. on August 31, 2022.

No statement of qualifications will be accepted after this time.

The Town of Spencer reserves the right to reject any and all statements of interest. It is anticipated that a firm, or firms, will be selected and notified in early-September 2022.

Qualifications may be submitted via email to Peter Franzese, Town Manager at pfranzese@spencernc.gov, or by mail or hand delivery to:

Peter Franzese, Town Manager, Town of Spencer, 460 Salisbury Avenue, Post Office Box 45, Spencer, North Carolina 28159.

Questions regarding the request for proposal process should be submitted to pfranzese@spencernc.gov by August 24, 2022. Substantive responses to questions will be published in an Addendum. Firms will need to provide acknowledgement of receipt of all addendums.

V. SELECTION CRITERIA

The following criteria will be considered for selection of the firm. Selection will be made after thorough review conducted by members of the Town of Spencer staff.

- 1. Qualifications of the Firm, Including Personnel:** Preference shall be given to the firm(s) and personnel with project and technical experience and training commensurate with the specified technical service areas.
- 2. Overall Qualifications of the Project Manager and Project Team:** Staff will evaluate Project Manager and those personnel who will be assigned as primary contacts for the Town of Spencer.
- 3. Ability to Meet Established Time Frame:** Preference will be given to those firm(s) that can meet the Town’s established time frame for completion of project with limited conflict of project staff from other projects.
- 4. Response Capability, Budget Control, Meeting Deadlines, and Project Understanding:** Submitted examples of projects that your firm or team conducted shall be reviewed. The firm and team’s ability to finish projects within budget and within the project time frame will be included. Examples reviewed will be within the last five (5) years. The demonstrated ability to respond to the proposed projects is important.

The selected firm(s) will enter into a master services agreement with individual task orders negotiated and assigned as needed.

VI. PROJECT SCHEDULE

The Town staff expects recommend a firm or firms to the Town Manager in early-September 2022. The initial contract duration shall be for three (3) years, with the option of extending the agreement annually for two (2) additional years for a total contract period of up to five (5) years. Anticipated contract amounts for on-call services will be dependent upon specific needs for supplemental engineering services and available funding. No work is guaranteed under any contract with work assigned on an as-needed basis to be determined by the Town of Spencer in its sole and absolute discretion. The qualification process will establish the terms and conditions governing the selection of firms/individuals to provide professional engineering services. Individual project assignment schedules will be determined on a task order basis.

VII. CONTRACTING

Any contract developed for this work shall be construed and enforced in accordance with the laws of the State of North Carolina. Any controversy or claim arising as a result of contracting shall be settled by an action initiated in the appropriate division of the General Court of Justice in Rowan County, North Carolina.

The selected firm(s) will be expected to enter into the Town of Spencer's Standard Agreement for Professional Services. An example of this agreement is attached and any questions or comments should be communicated to Peter Franzese, Town Manager, before they are selected as a consultant for services provided to the Town of Spencer.

VIII. EQUAL EMPLOYMENT OPPORTUNITY AND DRUG FREE WORK PLACE

The Town of Spencer does not discriminate administering any of its programs and activities. The firm(s) awarded the contract for work will be required to assure that no person shall be denied employment or fair treatment, or in any way discriminated against on the basis of race, sex, religion, age, national origin, or disability.

Although no percentage is assigned, it is an absolute requirement of the Town that the project work site and work force be drug-free and that associated individuals, including subcontractors, working on the project be free of prior or pending felony convictions. The qualifications statement should include a commitment to this requirement and an indication of the plan of the firm to ensure compliance with this requirement.

{EXAMPLE}
STANDARD AGREEMENT
FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2022, by and between the TOWN OF SPENCER, (herein referred to as the "Town") located at 460 S Salisbury Avenue, Spencer, North Carolina, and _____, a _____ (herein referred to as "Contractor") located at _____, _____, North Carolina;

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

Sec. 1. Professional Services to be Provided. The Contractor will provide professional services for the Project as set forth in Exhibit "A" attached hereto and incorporated herein by reference. The fee shall not exceed the amount set forth in Exhibit "A". Additional Exhibits may be used to further define this Agreement when the Contractor and Town so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized, sequential letters of the alphabet, shall be attached hereto and incorporated herein by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties.

Sec. 2. Standards of Performance.

A. The standard of care for all professional and related services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of Contractor's profession practicing under similar conditions and circumstances and in a similar locality.

B. Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and Town shall not be responsible for discovering deficiencies therein. Contractor shall correct such deficiencies without additional compensation, except to the extent such action is directly attributable to deficiencies in Town-furnished information.

C. Contractor shall perform or furnish professional landscape design, architectural design and / or engineering and related services in all phases of the Project to which this Agreement applies. Contractor may employ such Contractor's consultants as Contractor deems necessary to assist in the performance or furnishing of the services. The meaning of the term "consultant" shall include "subcontractor." Contractor shall not be required to employ any Contractor consultant unacceptable to Contractor; however, the Contractor shall obtain the Town's written approval for each consultant selected. Such approval may be granted by the Town Manager or by any duly authorized agent of the Town Manager.

D. Contractor and Town of Spencer shall comply with all applicable local, state, and federal Laws and Regulations or Standards. Changes made to these requirements after the Town's issuance of the Notice to Proceed may be the basis for modifications to Town's responsibilities or to the scope, schedule, and compensation for Contractor's services.

E. Town of Spencer shall be responsible for, and Contractor may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Town to Contractor pursuant to the Agreement. Contractor may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. Town of Spencer shall make decisions and carry out its other responsibilities in a timely manner so as not to unreasonably delay the services of Contractor.

G. Contractor shall guarantee the performance of any consultant hired by, or otherwise relied upon by Contractor and shall assume responsibility for any such consultant's failure to furnish and perform the Work in accordance with this Agreement.

H. Contractor shall not be responsible for the acts or omissions of any contractor(s), subcontractor, or supplier, or of any of the contractor's agents or employees or any other persons (except Contractor's own employees or consultant's hired by or working directly for the Contractor) at the site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications by the Town of the Contract Documents when such interpretations or clarifications are given without the consultation and advice of Contractor.

Sec. 3. Project Site. Reasonable precautions will be taken to minimize damage to the Project Site (if applicable) from the Contractor's activities and use of equipment. The Contractor, well in advance of any testing or site investigation, will research and identify the accurate location of all utilities located on the Project Site including the presence and accurate location of hidden or obscured man-made objects known to the Town. Contractor shall take all reasonable precautions to locate any hidden or obscured utilities or other man-made objects which may be on the Project Site; but are unknown to the Town.

Sec. 4. Time of Service. The Contractor shall commence work upon execution of this contract which shall be the "Commencement Date." All work as set forth in the Scope of Services in Exhibit "A" shall be completed by _____ and shall be the "Completion Date." Time is of the essence with regard to this Project. If Contractor's obligations are not completed by the Completion Date, the Town reserves the right to nullify this Agreement, order the Contractor to immediately cease all work under this Agreement and vacate the premises, and to seek professional services equivalent to those outlined in Exhibit "A." The Contractor shall be held accountable for all damages incurred by the Town of Spencer as consequences of the missed Completion Date. The exercise of any of these rights by the Town shall not be interpreted to prejudice any other rights the Town may have under any agreement or in law or equity.

Sec. 5. Cancellation for Non-Conformity or Breach.

A. In the event of the Contractor's failure to deliver or perform in accordance with the terms and conditions set forth herein, the Town shall have the right to nullify this Agreement or any part hereof, without prejudice to its other rights, and the Contractor agrees that the Town may return part or all of any delivery and may charge the Contractor with any loss or expense sustained as a result of such failure to deliver or to perform.

B. In the event of a violation of any material term of this Agreement, the non-violating party may terminate the Agreement upon written notice. Such notice shall state the violation with specificity and shall give ten (10) business days to cure the violation. The cure period shall be measured as ten (10) business days from the date of receipt of notice by the violating party, or, if the date is not known, then thirteen (13) consecutive days from the date the notice is placed in the United States Post. If the violation remains uncorrected at the end of the cure period, the Agreement shall be terminated without any further action by the non-violating party.

Sec. 6. Insurance and Liability. Contractor shall maintain and cause all consultants to maintain insurance policies at all times with minimum limits as follows:

Coverage

Workers' Compensation

Minimum Limits

\$500,000 each accident, \$500,000 bodily injury by disease each employee, \$500,000 bodily injury by disease policy limit

General Liability	\$1,000,000 per occurrence regardless of the contract size
Automobile Liability	\$1,000,000 per occurrence regardless of the contract size
Umbrella	<input type="checkbox"/> \$1,000,000 per occurrence if contract does not exceed 180 days and does not exceed \$500,000 otherwise;
	<input type="checkbox"/> \$2,000,000

Sec. 7. Documentation Requirements:

A. Contractor shall provide the Town with a **Certificate of Insurance** for review prior to the issuance of any contract or Purchase Order. All Certificates of Insurance will require written notice by the insurer or contractor’s agent in the event of cancellation, reduction or other modifications of coverage by the insurer. Such notice shall be not less than 30 days for nonrenewal by the insurer, not less than 10 days for cancellation due to nonpayment of the premium and as soon as possible for all other types of modifications. In addition to the notice requirement above, Contractor shall provide the Town with written notice of cancellation, reduction, or other modification of coverage of insurance whether instigated by the insurer or by the Contractor immediately upon Contractor’s receipt of knowledge of such modifications. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all losses incurred by the Town for which insurance would have provided coverage. The insurance certificate shall be for the insured period in which the initial contract period begins and shall be renewed by the contractor for each subsequent renewal period of the insurance for so long as the contract remains in effect.

The Town shall be named as an **additional insured** on all policies, and it is required that coverage be placed with “A” rated insurance companies acceptable to the Town. Statement should read, “Town of Spencer is added as an additional insured as evidenced by an endorsement attached to this certificate.” Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event, the contractor fails to maintain and keep in force the insurance herein required, the Town has the right to cancel and terminate the Agreement without notice.

B. Contractor shall provide a completed W-9 form to the Town prior to execution by the Town of this Agreement.

Sec. 8. Indemnification. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and hold harmless the Town of Spencer, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this Agreement as a result of the acts or omissions of the Contractor or its subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the Town its agents, officers, or employees. In performing its duties under this section, the Contractor shall at its sole expense defend the Town of Spencer, its agents, officers, and employees with legal counsel reasonably acceptable to Town. As used in this subsection – “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney’s fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the Town that are otherwise provided in or arise out of this Agreement or by operation of law. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this Agreement. This section shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this Agreement.

Sec. 9. Intellectual Property. If any claim based upon alleged infringement of rights in any patent, copyright, trademark, or trade name is asserted against the Town by virtue of the purchase or use of any good, service, or process hereunder, the Contractor shall indemnify and hold the Town harmless from all claims, demands, and legal obligations against the Town in preparation or in defense of such claims, or in settlement thereof.

Sec. 10. Documents. All documents, including but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations, and estimates, prepared by the Contractor pursuant to this Agreement, shall be the Town's sole property. The Contractor shall furnish or cause to be furnished to the Town any and all such as: reports, data, studies, plans, specifications, documents, computer files, and other information created or collected by the Contractor for the Project. The documents so provided will remain the property of the Town of Spencer. All documents prepared by the Contractor for the Town are subject to public records requirements, and the Town will not assume any responsibility for any third party's use of the documents that are produced.

Sec. 11. Attachments. Additional Exhibits may be used to further define this Agreement when the Contractor and Town so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized, sequential letters of the alphabet, shall be attached hereto and incorporated herein by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties. *The following attachments* are made a part of this contract and incorporated herein by reference:

- (a) Exhibit "A" – Scope of Services / Fee for Scope of Services.
- (b) Exhibit "B" – Contractor must execute the Affidavit attached as Exhibit B, attesting to compliance with state and federal laws related to E-Verify.
- (c) Exhibit "C" – Tax Form(s).
- (d) Exhibit "D" - Certificate of Insurance.

In the event any terms in any attachment hereto conflict with any terms in this Agreement without said attachment, the terms of this Agreement as written without said attachment shall control and take precedence over the contradictory language in the attachment, except in such case where the Town has expressly waived said conflicting terms by stating the specific term in this Agreement which is to be waived and the alternative term which is to be effective. The waiver must be in writing and signed by the Town Manager or a duly authorized representative of the Town Manager.

Sec. 12. Strict Compliance. The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.

Sec. 13. Corporate Status. If the Contractor experiences any change in corporate status whatsoever, including but not limited to incorporation, dissolution or suspension of incorporation, or any change in the status of partnership or sole proprietorship, and the Contractor does not notify the Town of such change in status within three (3) business days from the date of the change in status, and/or the status existing at the time of execution of this Agreement is not reinstated within thirty (30) days, The Town may, at its sole option, either declare the Agreement null and void or require execution by the Contractor of a new Agreement reciting the Contractor's correct legal entity and executed by a duly authorized agent of that entity.

Sec. 14. Notices.

A. All notices and other communications required or permitted by this Agreement shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the Town:

Town of Spencer
P.O. Box 45
Spencer, NC 28159

To the Contractor:

Jay Dees, Esq.
Town Attorney
PO Box 45
Spencer, NC 28026

B. Change of Address, Date Notice Deemed Given: A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this Agreement shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day

on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

Sec. 15. Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Town and the Contractor shall survive the completion of the services and the termination of this Agreement.

Sec. 16. Miscellaneous.

A. **Choice of Law and Forum.** This Agreement shall be deemed made in Rowan County, North Carolina, and shall be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement shall be the appropriate division of the North Carolina General Court of Justice, in Rowan County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

B. **Waiver.** No action or failure to act by the Town shall constitute a waiver of any of its rights or remedies that arise out this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

C. **Performance of Government Functions.** Nothing contained in this Agreement shall be deemed or construed so as to in any way estop, limit, or impair the Town from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

D. **Severability.** If any provision of this Agreement shall be unenforceable, the remainder of this Agreement shall be enforceable to the extent permitted by law.

E. **Assignment, Successors and Assigns.** Without the Town's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the Town otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the Town's defenses and shall be liable for all of the Contractor's duties that arise out of this Agreement and all of the Town's claims that arise out of this Agreement. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this Agreement shall be binding upon it and its heirs, personal representatives, successors, and assigns.

F. **Town Policy.** THE TOWN OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER TOWN CONTRACTS.

G. **EEO Provisions.** During the performance of this Agreement the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions.

(2) The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

H. **No Third Party Right Created.** This Agreement is intended for the benefit of the Town and the Contractor and not any other person.

I. **Principles of Interpretation.** In this Agreement, unless the context requires otherwise the singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine.

Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word “person” includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

J. Modifications, Entire Agreement. A modification of this Agreement is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the Town unless the Town Manager or other duly authorized official signs it for the Town. This Agreement, including all exhibits and attachments hereto, contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Agreement.

K. Corporate seal. If a corporate seal is included by any party to this Contract, it is only for authentication purposes. This Contract is not signed under seal.

IN WITNESS WHEREOF, the Town of Spencer and the Contractor have caused this contract to be executed by their respective duly authorized agents or officers.

[SIGNATURE PAGE(S) FOLLOW]

TOWN OF SPENCER:

By: _____
Town Manager

Date: _____

ATTEST BY:

Town Clerk

APPROVED AS TO FORM:

Attorney for the Town of Spencer

CONTRACTOR:

By: _____
Signature of President/Vice President/Manager/Partner

Printed Name: _____

Title: _____

Date: _____

ATTEST:

BY: _____
Signature of Vice President, Secretary, or other officer

Printed Name: _____

Title _____

SEAL

APPROVAL BY TOWN FINANCE OFFICER

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

Signature

EXHIBIT "A"

This document is an Exhibit to the Agreement for Professional Services between the TOWN OF SPENCER and _____, dated _____, 20__.

Scope of Services:

Fee for Scope of Services:

The fee for services shall not exceed \$_____ and shall be based on the schedule provided below, whereby fees would be invoiced based on the monthly base cost and by the amount of additional services provided. Fees for _____ staff time shall be based on the rate schedule provided below.

Invoices shall be directed to: Town of Spencer Attention: Accounts Payable, Post Office Box 45, Spencer, NC 28146. Should changes or extra services be needed, which will cause a cost overrun; _____, will consult with the Town for adjustments prior to conducting the work.

The budget for the scope of services is based on the following estimates:

EXHIBIT "B"

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF ROWAN

I, _____ (the individual signing below), being duly authorized by and on behalf of _____ (the legal name of the entity entering the contract, "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). Employer attests that Employer is in compliance with the requirements of the federal and state laws relevant to E-verify.
3. Employer is a person, business entity, or other organization that transacts business in the State of North Carolina. Employer employs 25 or more employees in this State. (mark Yes or No)
a. YES _____, or b. NO _____.
4. Employer attests that all subcontractors employed by it as part of this contract comply with the requirements of E-Verify, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer as part of any contract with the Town of Spencer.
5. Employer shall have a continuing duty to inform the Town of Spencer of any changes to this sworn information.

This ___ day of _____, 20__.

Signature of Affiant
Print or Type Name: _____

State of North Carolina County of Rowan
Signed and sworn to (or affirmed) before me, this the ___ day of _____, 20__.

My Commission Expires:

____ Notary Public

(Affix Official/Notarial Seal)

EXHIBIT "C"

TAX FORM(S)

EXHIBIT "D"

CERTIFICATE OF INSURANCE