



TOWN *of*
WAKE FOREST

**TOWN OF WAKE FOREST PARKS, RECREATION,
AND CULTURAL RESOURCES DEPARTMENT**

**RFQ # 24-0001
FLAHERTY PARK TENNIS COURTS PROJECT**

**DATE ISSUED
Monday, February 3, 2025**

**DUE DATE
Wednesday, March 5 @ 2:00 p.m.**

For Procurement Questions and RFQ Mailing Address
Attn: Randy Driver, Purchasing Manager
234 Friendship Chapel Road, Wake Forest, NC 27587-2901
rdriver@wakeforestnc.gov 919-435-9474

For Parks and Recreation Questions
Contact: Edward Austin, Athletics & Aquatics Manager
eaustin@wakeforestnc.gov 919-435-9562
or
Ruben Wall, Parks and Recreation Director
rwall@wakeforestnc.gov 919-435-9561

Notice/Invitation

The Town of Wake Forest is soliciting a Request for Qualifications from Consultants qualified to design, produce bid documents, and oversee the construction of a Tennis Court complex.

The Town of Wake Forest reserves the right to reject any and all Request for Qualifications and to make the award as deemed in the best interest of the Town of Wake Forest. The selected firm will have proven experience and knowledge in project management and design.

SUBMITTAL

All RFQ's must be submitted by **Wednesday, March 5, 2025 @ 2:00 p.m. to Randy Driver, Purchasing Manager, 234 Friendship Chapel Road, Wake Forest, NC 27587**. All submissions must be in a sealed envelope marked: **RFQ #24-0001 – Flaherty Park Tennis Courts Project**.

PROJECT DURATION

Anticipate this project starting by **June 1, 2025**, with a deadline for completion on **September 1, 2025**. Courts will be closed to the public during this time.

BIDDER'S QUALIFICATIONS

Awarded consultant shall be authorized to conduct business in the state of North Carolina as found by checking the Secretary of State records and/or Register of Deeds office, indicating proper registration and active status. Consultant shall be properly licensed to perform any work as stated in this RFQ.

QUALIFICATIONS & SUBMISSION REQUIREMENTS**Consultant description**

Describe your firm's area of expertise, type of organization, length of time in business, number of employees, and other information that would be helpful in characterizing your firm. Identify certified Minority Business Enterprises (MBE) or Women Business Enterprises (WBE) firms, if any. Include license number.

Exclusions & Additional Services

If the Consultant would like to exclude or add to Tasks outline in the Scope of Work, it must be included in their submittal. Provide specific details and the reasoning behind the exclusion or additional services such as assisting with implementation.

Work Samples

Provide digital copies of two example work products that most closely match the product desired in this RFQ (weblinks are preferred). The example work products should be from the last five (5) years. Examples should include degree of involvement, staff involved, challenges and solutions.

References

Three references including client name, address, contact person, telephone number, email, project start and end date as well as a project description. References should be for similar or related projects on which key staff that are proposed for this project have worked.

Requirements /Scope of Work for Project

The contents of this qualification package are as follows and shall be submitted in the following order:

- A. Project lead must have supervised five (5) previous tennis court enhancements/construction projects, three (3) of which must be turn-key projects containing the entire scope of work listed below. Each of the project summaries shall include the following:
 1. Description of the project, including size and scope.
 2. Degree of involvement for the Project Lead.
 3. Project references including current names, addresses and telephone numbers.
- B. Name and qualifications (related to this project) of sub-contracted companies being used for this project.
- C. Warranties: Provide any warranties for work and materials installed.
- D. Project schedule.
 1. It is the desire of the Town to complete this project no later than September 1, 2025.
 2. Provide a project schedule, detailing plans to complete this project within the specified period.
- E. Project Scope to include but is not limited to:
 1. Design of tennis court replacement, including fully engineered and approved construction plans, building permits, and any other applicable approvals.
 2. Removal / Replacement of existing courts.
 3. Addition of a restroom / storage facility.
- E. Attend a kick-off meeting with Town staff at the outset of the planning process.
- F. Provide a file sharing service.
- G. Meet with Town staff to review draft documents to ensure that the project is consistent with the scope of services.
- H. Provide briefings to Parks staff via e-mail with summaries of activities, progress and obstacles.

Evaluation Criteria

Team Organization and Qualifications:

1. Identify the project lead staff person and that person's qualifications.
2. Brief description of organization and other key team members involved with this project including members who have worked on similar projects.
3. Identify location of all members working on this project including current contact information for each member.

Project Approach and Understanding:

1. Provide a succinct description of the process and products that would be delivered based on the Scope of Work section of this RFQ.
2. Outline the proposed method to complete the required deliverables. Offer any innovative approaches or context sensitive solutions to be used.
3. Outline approach to ensuring accurate coordination during all phases of project development.
4. Timeline for completion.

Project Schedule and Budget :

1. Submit a schedule with itemized tasks, for completing the scope of work. Include the following cost categories in tabular format.
 - a. Labor costs by:
 - i. Individual (name)
 - ii. Estimated hours by task
 - iii. Hourly rate and total cost
 - b. Overhead. Show as a percentage of labor cost.
 - c. Other direct costs. Itemization that may include but are not limited to:
 - i. Transportation
 - ii. Lodging and meal per diem
 - iii. Printing
 - iv. Communication
 - v. Stakeholder Meeting Facilitation
 - vi. General Administration Costs
 - d. Total project budget.

Legal History:

- Include a history of litigation and disputes including any pending litigation, arbitration, and disputes. Include results of past litigation, disputes, and arbitration for the last 10 years.

***The Town will negotiate the final schedule and budget with the selected firm based on funding available for the project.*

Evaluation Criteria Percentage Value

1. Team Organization and Qualifications (30%)

Consultants will be evaluated on the basis of experience in performing similar projects. References will be used to assist in this evaluation.

2. Project Approach and Understanding (30%)

Applicants should describe how they will manage and provide services listed in the Scope of Work. Please be specific. If applicable, use flow charts and/or work plans to show that you are capable of managing all facets of the Program, to include multiple projects, simultaneously.

3. Project Schedule and Budget (25%)

The Consultant will be evaluated on the project schedule and budget outlined in the proposal.

4. Legal History (15%)

Consultants will be evaluated on their legal history for the last 10 years.

Submittal Process Details

- A selection committee will evaluate the submittals and may elect to select the most qualified Consultant and/or Consultant team based on the responses as submitted or elect to conduct interviews with multiple agencies prior to recommending a consultant.

RFQ package shall be submitted on 8 ½” x 11” paper, side bound with Table of Contents and reference tabs for key sections. The package submitted shall not exceed twenty (20) pages double-sided (front/back covers, Table of Contents, and tab pages are excluded from these totals). The RFQ package must include a Cover Letter identifying all firms proposed for the team. Submissions must be clear, succinct and exclude any addendum attachments. Only complete submittals will be considered for evaluation. All Request for Qualifications and attachments will become part of the public record. The RFQ should also be submitted on a USB drive.

RFQ packages may be opened by The Town of Wake Forest at any time after the submission deadline. All submissions satisfying the requirements of this RFQ will be evaluated to establish which best fulfills the needs of The Town of Wake Forest. The Town of Wake Forest anticipates entering into a contract with one of the firms submitting an RFQ to execute the proposed work.

This RFQ, however, does not commit the Town of Wake Forest to award a contract, or pay any cost incurred in the preparation of the submittal. The Town of Wake Forest reserves the right to accept or reject any and all submittals received as a result of this request, to negotiate with all qualified firms or to cancel this RFQ, if it is in the best interest of The Town of Wake Forest to do so.

The deadline for agencies submitting Request for Qualifications is **2:00 p.m. on Wednesday, March 5, 2025. No submissions or supporting documents will be accepted after this deadline.** Questions related to the RFQ process may be emailed to Randy Driver, rdriver@wakeforestnc.gov, questions related to the tennis court project specifications may be emailed to Edward Austin, eaustin@wakeforestnc.gov. **The last day for questions to be submitted is Wednesday, February 19, 2025 by 3:00 p.m. Submittal packages may be mailed to the address below (no hand delivery will be accepted):** Submittal packages should be enclosed in a sealed envelope marked **REQUEST FOR QUALIFICATIONS #24-0001 Flaherty Park Tennis Courts Project** to the attention of Randy Driver. All RFQ packages and materials submitted hereunder become the exclusive property of the Town of Wake Forest.

Mailing Address

Attn: Randy Driver, Purchasing Manager
234 Friendship Chapel Road
Wake Forest, NC 27587

Selection Process

This RFQ provides information necessary to prepare and submit qualifications for consideration and ranking by the Town. It is the intent of the Town to appoint a selection committee to review the submitted Request for Qualifications submissions. This committee will review each submittal and rank the submittal based on the criteria requirements specified within this RFQ. The Town may invite agencies for interviews, but this is not a required step in the selection process.

At the conclusion of the interviews (if held), the selection committee will rank the agencies based on the selection criteria and the interviews. The Town will provide written notification to all agencies regarding final selection.

Upon completion of the selection process, the highest ranked Consultant will be asked to finalize their fee proposal to finalize contract negotiations. By responding to this RFQ, respondent accepts the evaluation process as outlined in the following section, acknowledges, and accepts that determination of the “most qualified” Consultant may require subjective judgments by the Town.

Award and Contract:

After the selection of a firm has been established, there will be a period of negotiation between The Town of Wake Forest and the selected firm to finalize scope of work and to determine a fee that is agreeable to both parties. Once an agreeable fee has been established and the firm has been notified, it will have 10 business days to execute a contract and produce any requested documentation.

General Comments

1. Any cost incurred by respondents in preparing or submitting this Request for Qualifications shall be the submitter’s sole responsibility.
2. It is the respondent’s responsibility to ensure that all addenda have been received. Please visit <https://www.wakeforestnc.gov/finance/purchasing-warehouse/bids-announcements> for the most current information. The final addendum will be posted by **Friday, February 21, 2025 @ 3:00 p.m.**

Additional Project Details

The Town of Wake Forest wishes to procure the services of a qualified firm to design, **produce bid documents, and oversee the construction of a Tennis Courts Project.** Below is a list of the proposed amenities to be constructed at the park.

Tennis Courts Project will include the following:

- Remove and replace existing courts (including lining for pickleball on select courts)
- Remove and replace existing fencing (including addition of maintenance gates)
- Water fountain(s)
- Restroom facilities with storage areas
- Electrical outlets courtside (select courts)
- Address ADA issues (sidewalks, curb & gutter)
- Add signage (according to the Town's UDO requirements)
- Landscaping: Add appropriate landscaping to enhance facility aesthetics

Existing Tennis Courts Photo



Miscellaneous Terms and Conditions

I. General Contract Terms and Conditions

- The selected firm will report directly to the Town of Wake Forest. The selected firm is to administer the contract and to ensure that all work is performed in accordance with the contract requirements. The selected firm will be responsible for providing engineers, technicians, and sub-consultants with the appropriate skills and qualifications to ensure contract compliance. The firm will be directly responsible for oversight of the project for the Town.
- The selected firm will be notified by the Town and will enter contract negotiations for this work. A professional services agreement will be negotiated with the selected Firm based on the proposed scope of work outlined in their submission.

II. Communication:

All communication of any nature with respect to this RFQ shall be addressed to the staff identified earlier in this RFQ. The prospective firms and their staff are prohibited from communicating with elected Town officials, Town staff, and any selection committee member regarding this RFQ or submittals from the time the RFQ was released until the selection results are publicly announced. Violation of this provision may lead to disqualification of the firm's submittal for consideration.

III. Conflict of Interest Statement:

By submission of a response, the firm agrees that at the time of submittal, it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of firm's services, and (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the Town. Firms shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the Town, in consultation with legal counsel, may reject their submittal.

IV. Changes in Personnel:

Changes to personnel on project team(s), particularly a project manager, are to be avoided wherever possible. The selected firm must request in writing to the Town for all changes to project team members. The Town will consider requests and may accept the new personnel changes, or may deny the request and consequently, the selected firm may no longer be considered for Planning and Design Services with the Town.

V. Trade Secrets and Public Records:

Records received by the Town in response to the Request for Qualifications are public records and subject to public inspection and copying. The Public Records law (N.C.G.S. 132-1 et seq.) authorizes

the Town to withhold from public inspection and copying legitimate and properly marked 'trade secrets.' Note that to protect a 'trade secret' detail requirements must be met, such as:

- It is a "trade secret" as defined in G.S. 66-152(3); and
- It is the property of a private "person" as defined in G.S. 66-152(2); and
- It is disclosed or furnished to the Town in connection with a bid or proposal; and
- It is marked as "confidential" or as a "trade secret" at the time of its initial disclosure to the Town.

VI. Submittal Ownership/Costs:

All responses, inquiries or correspondence relating to this Request for Qualifications will become property of the Town of Wake Forest when received. Drawings, tracings, specifications, reports, models, computer discs, renderings, copyrights, and all other documents to be prepared and furnished by the firm pursuant to specific projects undertaken by the successful proposer, are the sole property of the Town of Wake Forest, whether the project for which they are made is executed or not, and may be used by the Town of Wake Forest as they see fit. If such documents are used on another project or for another purpose by the Town of Wake Forest, the firm shall not be responsible for such use and shall not receive additional compensation. All costs for development of the written submittal and the oral presentation are entirely the obligation of the firm and shall not be remunerated in any manner by the Town of Wake Forest.

VII. Non-Warranty of Request for Qualifications:

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

VIII. Acceptance/Rejection of Submittals:

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

IX. Equal Opportunity:

(a) The selected firm 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 selected firm 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 selected firm shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions.

(b) The selected firm, in all solicitations or advertisements for employees placed by or on behalf of the selected firm, 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.

X. Americans with Disabilities Act (ADA) Compliance:

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

XI. Minority/Women/Small Business Enterprise:

It shall be the practice of the Town of Wake Forest Government to provide minority-owned, women-owned, and small business enterprises (collectively "M/W/SBE") as well as other responsible vendors with fair and reasonable opportunity to participate in Town of Wake Forest's business opportunities including but not limited to employment, construction development projects, and material/services, consistent with the laws of the State of North Carolina. The policy of the Town of Wake Forest prohibits discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, disability, or veteran's status. It is further the policy of the Town of Wake Forest to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination.

XII. Title VI:

The selected firm, during the performance of a contract for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Town of Wake Forest (hereinafter, "Town") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, religion, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when a contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under a contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the

Town to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Town as appropriate and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of a contract, the Town shall impose such contract sanctions as it or the Town may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under a contract until the contractor complies, and/or
- (b) cancellation, termination, or suspension of a contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Town may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Town to enter into such litigation to protect the interests of the Town, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

XIII. Financial Capacity:

The selected firm must have financial capacity to undertake the work and assume associated liability.

XIV. Familiarity and Compliance with Laws, Regulations, and Ordinances:

The selected firm shall make itself aware of and comply with and shall cause each of its subcontractors to comply with all applicable federal, state, and local laws and regulations.

XV. Insurance and Indemnity Requirements:

To the extent permitted under N.C. Gen. Stat § 22B-1 by law, the Consultant agrees to pay on behalf of, indemnify, and hold-harmless the Town of Wake Forest, its elected and appointed officials, employees, agents, and volunteers against any and all damages claims, demands, fault, actual liabilities, assertions of liability, expenses, suits, or losses, including all costs connected therewith, which may be asserted, claimed, or recovered against or from the Town of Wake Forest, its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof resulting from that are proximately caused by the negligence of the Consultant.

The selected firm further agrees to purchase and maintain during the life of any contracts entered into with the Town the following insurance with an insurance company acceptable to the Town of Wake Forest and authorized to do business in the State of North Carolina:

- Automobile: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 each person/\$1,000,000 each occurrence.
- Comprehensive General Liability: Bodily injury and property damage liability insurance shall protect the firm from claim of bodily injury or property damage which arises from operations of a contract. The amounts of such insurance shall not be less than \$1,000,000 bodily injury and property damage liability each occurrence/aggregate. This insurance shall include coverage for product/completed operations and contractual liability assumed under the indemnity provision of a contract. The Town of Wake Forest shall be listed as an “**Additional Insured**”.
- Firm’s Professional Liability: In a limit of not less than \$1,000,000.
- Workers’ Compensation and Occupational Disease Insurance:
 1. Coverage A – Worker’s Compensation: Meeting the statutory requirements of the State of North Carolina.
 2. Coverage B – Employer’s Liability: \$1,000,000 each accident / \$1,000,000 disease – each employee / \$1,000,000 disease – policy limits.

Certificates of such insurance with the Town of Wake Forest listed as Certificate Holder will be furnished to the Town of Wake Forest Purchasing Manager and shall contain the provision that the Town of Wake Forest be given thirty (30) days written notice of any intent to amend or terminate by either the firm or the insuring company.

Randy Driver, Purchasing Manager
rdriver@wakeforestnc.gov
919.435.9474
Town of Wake Forest
234 Friendship Chapel Road
Wake Forest, NC 27587

XVI. Vendor Registration:

The selected firm must be registered with the Town to receive payment for services and/or supplies provided under any Town contract. Forms will be provided once the firm is selected.

XVII. E-Verify:

The selected firm shall comply with the requirements of Article 2 of Chapter 64 of North Carolina General Statutes and shall require each of its subcontractors to do so as well.

XVIII. Iran Divestment Act:

The selected firm shall certify that; (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (ii) it will not take any action causing it to appear on any such list during the term of a contract, and (iii) it will not utilize any subcontractor to provide goods or services hereunder that is identified on any list.

XIX. Divestment from Companies that Boycott Israel:

The selected firm shall certify that; (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (ii) it will not take any action causing it to appear on any such list during the term of a contract, and (iii) it will not utilize any subcontractor to provide goods or services hereunder that is identified on any list.

XX. Notifications**Addenda Notice:**

It is the respondent's responsibility to ensure that all addenda have been received. Please visit <https://www.wakeforestnc.gov/finance/purchasing-warehouse/bids-announcements> for the most current information. The final addendum will be posted by **Friday, February 21, 2025 @ 3:00 p.m.**

XXI. Standard Terms and Conditions

(a) Choice of Law and Forum. This contract shall be deemed made in Wake County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice in Wake 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 contract, 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 contract shall be deemed or construed in any way to stop, 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 contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the Town's written consent, the Firm 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 Firm and all assigns shall be subject to all of the Town's defenses and shall be liable for all of the Firm's duties that arise out of this contract and all of the Town's claims that arise out of this contract. Without granting the Firm the right to assign, it is agreed that the duties of the Firm that arise out of this contract 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 FIRMS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(g) No Third Party Right Created. This contract is intended for the benefit of the Town and the Firm and not any other person.

(h) Principles of Interpretation. In this contract, 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.

(i) Modifications, Entire Agreement. A modification of this contract 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 contract contains the entire agreement between the parties pertaining to the subject matter of this contract. 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 contract.

(j) Quality and Workmanship. All work performed and/or services rendered shall be performed to the reasonable satisfaction of the Town of Wake Forest in accordance with the accepted industry standard of care for design professionals. The work performed and/or services rendered shall not be considered complete, nor applicable payments rendered, until the Town is satisfied with the work performed and/or services rendered.

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

(l) Non-appropriation clause. Selected firm acknowledges that the Town of Wake Forest is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of the Town of Wake Forest's obligations under this contract, then this contract shall automatically expire without penalty to the Town of Wake Forest thirty (30) days after written notice to Firm of the unavailability and non-appropriation of public funds. It is expressly agreed that the Town of Wake Forest shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Town of Wake Forest's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the Town of Wake Forest's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the Town of Wake Forest upon written notice to Firm of such limitation or change in the Town of Wake Forest's legal authority.

(m) No pledge of taxing authority. The taxing power of the Town of Wake Forest is not pledged directly or indirectly to secure any monies due under this contract.

(n) No waiver of governmental immunity; Violation of law. Except for waiver of governmental immunity resulting from the execution of a valid contract, the Town of Wake Forest makes no other waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against the Town of Wake Forest.

(o) Conflict of Interest. If this is a contract for design, engineering, contract administration or similar services, the Firm will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between the Town of Wake Forest and the third parties regarding the subject matter of this Contract or Agreement.

(v) Public Record. This Contract or Agreement is subject to disclosure under the public records laws of the State of North Carolina.

END OF RFQ