TOWN *of*
WAKE FOREST

REQUEST FOR PROPOSALS (RFP #0003-FY27-Planning)

for

TOWN OF WAKE FOREST

WAKE FOREST NATIONAL REGISTER HISTORIC DISTRICT ADDITIONAL INFORMATION AND BOUNDARY INCREASE

DATE ISSUED
Tuesday, November 10, 2026

QUESTIONS AND CLARIFICATIONS DUE DATE
Friday, November 20, 2026
2:00 p.m.

DUE DATE
Friday, December 11th, 2026
5:00 p.m.

E-Mail Address Submittal (Preferred)
mmichael@wakeforestnc.gov

Physical Acceptance and/or Mailing Address Location (flash drive only)
Town of Wake Forest Town Hall
Attn: Michelle Michael, Senior Planner – Historic Preservation
301 South Brooks Street
Wake Forest, NC 27587-2901

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Notice

The Town of Wake Forest (as referred to as "the Town" or "Wake Forest") is soliciting Proposals from firm(s) or organization(s) qualified to provide professional services to conduct required research and writing to complete the research, documentation, and writing to complete the Additional Documentation and Boundary Increase of the Wake Forest National Register Historic District Nomination (WA1665).

The Town seeks to identify qualified consultants who meet the Secretary of Interior's Professional Qualification Standards for Architectural History and possess required experience and knowledge to complete in full, the survey, additional documentation, extension of the period of significance, and boundary expansion of the Wake Forest National Register Historic District. All respondents to this Request for Proposals (RFP) are subject to the instructions communicated in this document and are cautioned to completely review the entire RFP and follow instructions carefully.

I. Background

Wake Forest is part of the Research Triangle, one of the fastest growing regions in the country, and located minutes from Raleigh, the state capital. In the past few decades, Wake Forest has transformed from a small, rural town into a thriving suburban community with an estimated population greater than 60,000.

The Town of Wake Forest has a rich and diverse history in piedmont North Carolina. There are three National Register Historic Districts, one local historic district, fourteen locally designated historic landmarks, thirteen individually listed properties in the National Register of Historic Places, two study listed historic districts, and three study listed individual properties. The Town updated the architectural resource survey for the Town in 2020-21 and from that survey added the potential boundary expansions and extension of the period of significance to the North Carolina Study List.

The 2003 Wake Forest National Register Historic District (WA1665) included 229 primary resources that formed the nineteenth- and early twentieth-century core of the town of Wake Forest. It included the institutional buildings associated with Wake Forest College, residences of college faculty and staff, houses of townspeople, churches, and commercial buildings. The campus is in the center of the district with Main Street, the north-south axis of the district, extending both north and south of the campus. Grid-patterned streets extend east and west from Main Street. The district was listed under Criterion A for its Educational significance as a college town associated with the Wake Forest Institute, later Wake Forest College, the first viable denominational college in the state. It was also significant under Criterion C for Architecture. Its period of significance extended from c.1820 to 1953, fifty years from its listing. It is important to note that Wake Forest College relocated to Winston-Salem in 1956. There are approximately 15 resources in the existing historic district that were constructed between 1953 and 1956 and may be associated with the College before its relocation.

The 2020 Architectural Survey Update identified four areas that illustrate the continued growth and development of the Town of Wake Forest around the college campus through at least the 1960s. In addition, approximately 40 buildings within the 2003 Wake Forest National Register Historic District were constructed after 1953 and therefore listed as noncontributing. These properties must be reassessed to determine if they qualify as contributing under the extended period of significance.

The Town received a Certified Local Government Grant to complete the additional documentation and boundary increase for the Wake Forest National Register Historic District. All project requirements must be submitted no later than February 28, 2028. The consultant will be responsible for all associated expenses with this project. The Town will provide administrative support including public outreach, communications, property contacts, and public notifications. The Town of Wake Forest has received a $25,000 federal pass-through Historic Preservation Fund grant for Certified Local Governments from the National Park Service, US Department of the Interior administered through the State Historic Preservation Office and is providing a local match of $15,000 for a total project budget of $40,000.

The North Carolina State Historic Preservation Office receives federal funds from the National Park Service, U. S. Department of the Interior. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in federally assisted departmental programs on the basis race, color, national origin, religion, sex (including pregnancy and gender identity), age, disability, sexual orientation, or genetic information in its federally assisted programs. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of federal assistance should contact the Equal Opportunity Program Office, U.S. Department of the Interior, National Park Service, 1849 C Street, NW MS 2505, Washington, D.C. 20240; visit https://www.doi.gov/pmb/eeo or phone (202) 354-1871.

Stakeholders

Stakeholders for this project include the historic district property owners, community members, the Wake Forest Historic Preservation Commission, Wake Forest Historical Museum, Southeastern Baptist Theological Seminary, and NC Historic Preservation Office.

II. Objective

The Town is seeking to amend the Wake Forest National Register Historic District (WA1665) to include additional documentation, boundary increase, and extension of the Period of Significance. These properties were added to the NC State Study List in 2021 resulting from the Town-wide historic resources survey completed that year. See maps in Appendix C.

III. Selection Process

The selected firm will be required to complete all work necessary to successfully amend the Wake Forest National Register Historic District including additional information, Period of Significance, and Boundary Increase. All work must meet the documentation standards of the NC Historic Preservation Office and National Park Service. The final nomination will incorporate all comments from the Town of Wake Forest and State Historic Preservation Office. The scope

of services for the additional documentation and boundary expansion will include the following tasks and deliverables. Alternative services and deliverables may be proposed on evidence of the need to meet the purpose of the RFP. RFP responses that do not address all tasks will not be considered. The tasks and deliverables include:

- Review all existing information about the Wake Forest National Register Historic District and proposed boundary expansion areas.
- Update the architectural survey of the district and district's expansion areas with photography, updated and new entries into a shell survey database provided by the State Historic Preservation Office (HPO), and assignment of survey site numbers (provided by the HPO) to each resource as needed.
- Refine and justify the proposed boundary expansion
- Complete Additional Documentation to update and expand the district and expansion area's physical description, inventory list (building name, date of construction, resource type and classification, and description), history and contexts; make strong arguments supporting the district's significance and architectural integrity; support and justify a period of significance, which may be extended to the current fifty-year cutoff or beyond if there is justification for a Criterion Consideration G argument; and justify the expansion of the district boundary.
- Create location and boundary maps to support the nomination.
- Draft the National Register Nomination Additional Documentation to include completing all fields as required in addition to the following:
    - Site description and site map.
    - Updated Inventory list.
    - Historical background and relevant historical contexts.
    - Architectural description and relevant architecture contexts.
    - Integrity Assessment.
    - Boundary description and tax map/aerial map.
    - Photographs with photo keys.
    - Statement of significance containing a strong argument for the significance of the district based on the National Register requirements as articulated in National Register Bulletins 15 and 16a. These can be found online at the following URL: https://www.nps.gov/subjects/nationalregister/publications.htm
- The consultant will follow the guidance on the NCHPO website under "Preparing National Register Nominations in NC": https://www.hpo.nc.gov/survey-and-national-register/national-register-historic-places/preparing-national-register-nominations-nc
- The consultant will obtain a survey database shell for this project from the HPO and will follow the instructions in "Preparing District Nominations and Survey Databases Concurrently and Efficiently", located here: https://www.hpo.nc.gov/new-item-national-register-district-survey-databasepdf/open and comply with the Architectural Survey Program Standards and Guidelines | NC HPO for survey and database guidance.
- The consultant should review and follow the HPO Submission Checklists for historic districts regarding submission of National Register documentation. Those checklists are located here: https://www.hpo.nc.gov/national-register-submission-checklists/open

- Make all recommended changes, suggestions, and edits provided by the NC Historic Preservation Office, National Park Service, and Town of Wake Forest to create a complete and final National Register Nomination meeting the NC Historic Preservation Office and National Park Service requirements.

IV. Content and Format of Proposal Package

Firms or individuals submitting proposals shall have no association with elected or appointed officials that could be considered a conflict of interest. Any such relationship will subject the firm to immediate disqualification in consideration for this project. A selection committee will evaluate the submittals and may elect to select the most qualified firm based on the responses as submitted or elect to conduct interviews with multiple firms prior to recommending a firm.

The submission shall be a maximum of 10 pages front and back or 20 pages single-sided. Only digital Work Samples, which are excluded from the page limit, will be accepted. Submittals shall include the following:

Letter of Interest:
The letter of interest provided in the submission shall include the following:

- The name and address of the prime consultant and the state in which it is incorporated and chiefly located.
- The name and address of each sub-consultant and the state in which each entity is incorporated and chiefly located if sub-consultant is part of the team.
- A brief description of the proposer (prime and sub-consultants, if applicable), and their interest in performing the required professional services.
- The name, address, phone, and e-mail address of the designated contact for the proposer (prime consultant).
- A statement indicating any judgments against the proposer (prime, sub-consultants, and third-party consultants) within the last five (5) years, or pending litigation, related to professional conduct or services.
- Acknowledgement of all addenda to the RFP document, if applicable.
- Signature of a duly authorized official of the consultant firm or other person fully authorized to act on behalf of the firm or team.

Firm and Staff Qualifications:
The submission shall include a general description of the firm and its background as it relates to this project. Specific information regarding the firm and staff shall be submitted and include:

- Academic and professional background in architectural history and/or historic preservation, meeting the Secretary of Interior's Professional Qualifications for architectural historian.

Prime and subconsultants must also have demonstrated experience that meets the Secretary of Interior's Professional Qualification Standards for architectural history.

- Information regarding the firm's previous experience with similar or related projects, carried out within the last five (5) years, including a brief description of these projects and project staffing.
- Information regarding the firm's experience with the NC Historic Preservation Office and National Register staff.
- Information demonstrating the firm's and staff's capabilities to perform all aspects of this project.
- Information regarding the expertise and experience of staff assigned to work on the project. It should also contain specific proposed responsibilities of the project staff person(s).
- The firm and staff qualification information for each sub-consultant, a description of the services the firm performed, as well as related projects and references, whether the sub-consultant is part of the team.
- Three references, including client name, address, contact person, telephone number, email, project start and end date as well as the project description. References should be for similar or related projects on which key staff that are proposed for this project have worked.

Project Approach:
The submission shall include a response to each task in the Scope of Services and identify how the requirements will be met. Each response will also include, but is not limited to, a detailed statement of how the submitting firm intends to approach the work required.

Anticipated Project Schedule:
The submission shall include an anticipated schedule with the timeframe for each task incorporated. The submission shall demonstrate how the submitting firm will manage its responsibilities and the work scheduled to be performed, including the work of and with Town personnel.

Additional Materials
The submission shall include three samples of recent successfully listed National Register nominations with at least one sample being for a historic district and/or additional documentation form and boundary increase.

V. Submittal Process Details

Firm or individual selection will be based on content, completeness, and presentation of information contained within the submittal package, consisting of the letter of interest, firm (prime and subconsultants) and staff qualifications and relevant experience, project approach, anticipated schedule, and work samples related to historic buildings as detailed in the Evaluation Criteria section of this RFP.

The Town of Wake Forest reserves the right to reject any responses to this RFP that do not comply with the content and format of proposal requirements. The Town can also conduct discussions with any or all respondents. The Town accepts no financial responsibility for any costs or expenses incurred by any entity in responding to this RFP. All submissions may be kept by the Town and may be disclosed to third parties at the Town's discretion or as otherwise required by law, including but not limited to North Carolina Public Records Law.

VI. Questions and Clarifications

All questions shall be submitted to Michelle Michael (mmichael@wakeforestnc.gov), no later than 2:00 p.m. on November 20, 2026. Questions submitted later than this deadline will not be considered. An addendum with questions and answers, if necessary, will be published on the Town website by 5:00 p.m. on Tuesday, November 24, 2026. *Any questions related to Terms and Conditions shall be presented as required by this Section. The Terms and Conditions will otherwise be considered accepted as written.*

VII. Proposal Submittal

The deadline for firms submitting a proposal is 5:00 pm, Friday, December 11, 2026. No submissions or supporting documents will be accepted after this deadline. Submittals may be emailed (preferred) to mmichael@wakeforestnc.gov **or** flash drive delivered to:

Physical Acceptance and/or Mailing Address Location
Town of Wake Forest Town Hall
Attn: Michelle Michael, Senior Planner (Historic Preservation)
301 South Brooks Street
Wake Forest, NC 27587-2901

Physical submittal packages should be enclosed in a sealed envelope marked: **RFP #0003-FY27-Planning – WAKE FOREST NATIONAL REGISTER HISTORIC DISTRICT ADDITIONAL DOCUMENTATION** to the attention of Michelle Michael, Senior Planner (Historic Preservation). All proposal packages and materials submitted hereunder become the exclusive property of the Town of Wake Forest.

VIII. Anticipated RFP Schedule

- 11/20/2026: Questions and clarifications deadline
- 11/24/2026: Questions and clarifications response
- 12/11/2026: Submission deadline
- 12/14/2026 – 12/30/2026: Review of submittals
- 1/5/2027-1/8/2027: Interviews held if necessary
- 2/19/2027: Contract finalized
- 2/26/2027: Notice to Proceed

- 2/28/2028: Project Complete

IX. Selection Process

This RFP provides information necessary to prepare and submit proposals for consideration and ranking by the Town. Staff will review each proposal submittal and rank the submittal based on the criteria requirements specified within this RFP. The Town may invite firms 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 firms based on the selection criteria and the interviews. The Town will provide written notification to all firms regarding final selection by 3/1/2027.

By submitting their Proposal in response to this RFP, respondent accepts the evaluation process as outlined in the following section, acknowledges, and accepts that determination of the "most qualified" firm may require subjective judgments by the Town.

X. Right to Reject

The Town of Wake Forest reserves the right to reject any or all proposals and to make the award as deemed in the best interest of the Town of Wake Forest.

XI. Evaluation Criteria

1. Qualifications of the Firm: Outline and specify the qualifications of the firm to provide the requested services as outlined in the scope of work. This shall include any sub-consultants that may be part of the team, if applicable. (20%)

2. Overall Qualifications of the Project Manager and Team: Clear identification of the project manager and team personnel that will be assigned to the project. This section shall include the demonstrated project management and quality control methods employed by the team. (20%)

3. Project Approach and Project Understanding: Preference shall be afforded to those firms that, in the opinion of the selection committee, will be able to adequately respond to requests for consultation meetings or project administration requirements, and firms having a detailed understanding of the project scope and requirements, and firms proposing a reasonable and achievable timeline. (20%)

4. National Register of Historic Places Historic District Nomination Experience: Work samples showcase examples of previous National Register Nominations for Historic Districts, Additional Documentation, and Boundary Expansions. (20%)

5. Experience with Certified Local Government Grants and completing grant projects on time and within budget. Demonstrated ability to communicate effectively with property owners, residents, Town Staff, NCHPO, HPC, and elected officials (20%)

APPENDIX A

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 subconsultants 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 to receive this work. A professional services agreement will be negotiated with the selected contractor based on the proposed scope of work outlined in their proposal. The professional services agreement will include the applicable Terms and Conditions contained in this Request for Proposals, this Appendix A, and Appendix B. *Any questions related to Terms and Conditions shall be presented as required by Section VI of the Request for Proposals. The Terms and Conditions will otherwise be considered accepted as written by the prospective firm.*

II. Communication:

All communication of any nature with respect to this RFP shall be addressed to Michelle Michael, Senior Planner (Historic Preservation), identified as the project manager of **RFP #0003-FY27-Planning**. The prospective firms and their staff are otherwise prohibited from communicating with elected Town officials, Town staff, and any selection committee member regarding this RFP or submittals from the time the RFP was released until the selection results are publicly announced. Violation of this provision may lead to disqualification of the firm's proposal 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 proposal.

IV. Changes in Personnel:

Changes to personnel on project team(s), particularly a project manager, are to be avoided whenever 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. A change of project manager without prior written request to the Town shall be considered a material breach and cause for termination.

V. Trade Secrets and Public Records:

Records received by the Town in response to the Request for Proposals 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 and, if requested, written reason is provided why such exclusion from public disclosure is necessary and legal.
- An attempt to designate an entire proposal as confidential or a "trade secret" in a manner that does not fit the statutory definitions may result in the disqualification of a proposal.

VI. Submittal Ownership/Costs:

All responses, inquiries or correspondence relating to this Request for Proposals 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 Proposals:

Due care and diligence have been used in preparing this RFP. However, the Town shall not be responsible for any error or omission in this RFP, 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:

The selected firm will ensure that employees and applicants for employment are not unfairly discriminated against because of their race, color, religion, sex, national origin, disability or veteran status.

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 accommodation 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 non-discrimination 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 by law, the selected firm agrees to defend, 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 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 the negligence of the firm.

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. The vendor's insurance policies shall be primary and non-contributory with respect to other available sources of insurance. The insurance requirements mandated herein are minimum requirements for contractors and in no way limit the indemnity covenants contained in the contract. The Town in no way warrants that the minimum limits contained herein are sufficient to protect the contractor from liabilities that might arise out of the performance of their work and are free to purchase additional insurance as necessary.

- Automobile: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than $1,000,000 combined single limit.

- 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 each occurrence and $2,000,000 general 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 endorsed as an "Additional Insured".

- Firm's Professional Liability: In a limit of not less than $1,000,000. Vendor shall provide evidence of Professional Liability Insurance for the duration of the contract and for a period of two (2) years following termination of the Contract.

- Workers' Compensation Insurance:
    1. Coverage A – Worker's Compensation: in accordance with North Carolina General Statute Chapter 97.
    2. Coverage B – Employer's Liability: $500,000 each accident / $500,000 disease – each employee / $500,000 disease – policy limits.

Certificates of such insurance with the Town of Wake Forest, 301 S. Brooks Street, 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.

Hollie Aldridge, Purchasing Manager
haldridge@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.

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.

APPENDIX B

The Terms and Conditions described in this Appendix are standard to Town contracts. The Town reserves the right to negotiate additional or alternative terms and conditions as may be necessary to a particular project or contract.

To the degree the Terms and Conditions in this Appendix are contrary to the Request for Proposals or Appendix A, the order of authority shall be: 1) The Request for Proposals, 2) Appendix A, 3) Appendix B.

1. **Applicability.** These Consolidated Terms and Conditions govern purchases and contracts with the Town of Wake Forest. Any attached Contractor/Vendor quotes or proposals are incorporated as a binding description of goods and services to be provided but are otherwise for scope only if they contradict these Terms and Conditions. These Terms and Conditions govern agreements for goods, services, participation in Town events (food trucks and other vendors), or any combination thereof as may be required in the Contract.

2. **Definitions.** In this document, unless the context requires otherwise:
    a. "Town" means the Town of Wake Forest.
    b. "Vendor" or "Contractor" means the entity providing goods or services to the Town.
    c. "Contract" or "Agreement" or "Order" means the binding agreement between the Town and Contractor, including these Terms and Conditions and any proposal, quote, or scope of work submitted by the Contractor. If there is any discrepancy between these Terms and Conditions and a proposal, quote, scope, or other terms, these terms shall prevail.
    d. "Purchase Order" means the Town's official document authorizing a purchase.

3. **Invoicing and Payment.**
    a. All invoices must be sent by email to: accounts.payable@wakeforestnc.gov or mailed to the Town of Wake Forest, Accounts Payable, 301 S. Brooks Street, Wake Forest, NC 27587.
    b. All invoices must include a unique invoice number and the applicable Purchase Order number.
    c. Invoices for partial deliveries must be indicated as such.
    d. The Vendor must provide separate invoices for each Purchase Order number.

e. The Town of Wake Forest is not exempt from State or Town Sales Tax. Sales Tax will be paid from Vendor's invoice when submitted.
f. The Town of Wake Forest is exempt from Federal Excise Tax. If any form of such tax is billed on the invoice, it must be shown as a separate item. Tax Exemption Certificates will be furnished upon request.
g. Payment term discounts will be deducted as provided for in the Purchase Order or in accordance with the terms of the official quotation or bid. Net purchases will be paid 30 days from the date of the invoice, or upon acceptance of goods or services.

4. **Shipping and Delivery.**
   a. All packages must bear the correct Purchase Order number on the outside of each package or shipping container.
   b. The Town of Wake Forest will not be responsible for any goods delivered without a Purchase Order, if applicable, having been issued.
   c. All prices must be F.O.B. Destination and delivered to the destination indicated on the Purchase Order. Where specific purchase is quoted or negotiated F.O.B. Shipping Point, the vendor is to prepay the shipping charges and add them to the invoice.
   d. The risk of loss and damage to the goods which are the subject of this order shall be the Vendor's until the goods are delivered to the destination set out in the order and accepted by the purchaser or its representative.

5. **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.

6. **Licensing and Certification.** Contractor must possess and maintain proof of current and valid professional certifications, licenses, or other credentials necessary to perform the services mandated by the Contract. Said certification, licenses, or credentials shall be provided to the Town within five (5) days of written request by the Town. The Town reserves the right to verify all certifications or licenses and to deny or terminate this agreement if such credentials are found to be invalid or expired.

7. **Contract Modification.**
   a. The conditions of this order cannot be modified except by written Amendment containing the authorized signature from both parties. A modification of this contract is not valid and enforceable unless signed by both parties and is otherwise in accordance with requirements of law.
   b. 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.

8. **Default and Remedies.**
   a. Any rejected materials will be returned to the Vendor at the Vendor's risk and expense.
   b. In the event of a vendor's failure to deliver or perform as specified, the Town reserves the right to cancel the order or any part thereof, without prejudice to its other rights. The Vendor agrees that the Town may return part or all of any shipment and may charge the vendor with all reasonable losses or expenses sustained as a result of such failure to deliver or perform.
   c. In case of default of the contractor, the Town may procure the articles or services from other sources and charge the Vendor damages for any excess costs or other damages caused by the default.

9. **Compliance with Laws. Hold Harmless.**
   a. It is agreed that the goods, materials, equipment, or services provided shall comply with all Federal, State or local laws, and that the Vendor shall defend actions or claims brought, and save harmless the Town, and/or its officials or employees, from loss, cost or damage by reason of actual or alleged failure to comply with such laws.
   b. In performing all the Work, the Contractor shall comply with all applicable law and Town policy.

10. **Acceptance of Terms.** The Town may, at any time, insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary. Acceptance of the order includes acceptance of all terms, conditions, prices, delivery instructions and specifications as shown on this order or attached to and made a part of this order.

11. **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.

12. **Waiver and Severability.** No action or failure to act by the Town shall constitute a waiver of any of its rights or remedies that arise out of 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. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

13. **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.

14. **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 of this contract. Unless the Town otherwise agrees in writing, the Contractor and all assigns shall be subject to all the Town's defenses and shall be liable for all the Contractor's duties that arise out of this contract and all of the Town's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

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

16. **Public Record.**
    a. Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the Town by the Contractor are subject to the public records laws of the State of North Carolina.
    b. It is the responsibility of the Contractor to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the Town.
    c. Contractor understands and agrees that the Town may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract, nor shall Town be liable to any party for disclosing the Agreement, or any documents or communications made or received in relation thereto, to any third party or the public at large, if such disclosure is made by Town in a good faith effort within its discretion, to comply with any public records request or other applicable laws.
    d. To the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

17. **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.

18. **No waiver of governmental immunity.** 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, or any other defense or remedy available in law or equity.

19. **Violation of law.** 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.

20. **Conflict of Interest.** If this is a contract for design, engineering, contract administration or similar services, the Contractor 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.

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

22. **Non-appropriation clause.**
    a. Contractor 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.
    b. 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 Contractor of the unavailability and non-appropriation of public funds.
    c. 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.
    d. 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 Contractor of such limitation or change in the Town of Wake Forest's legal authority.

23. **NON-DISCRIMINATION AND EQUAL OPPORTUNITY**
    a. **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.

    b. **Non-discrimination.** The Town and Contractor, for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, sexual orientation, characteristic protected by applicable federal, state, or local laws and ordinances with reference to the subject matter of this Contract, no matter how remote.

    c. **EEO Provisions.**

1. During the performance of this Contract the Contractor agrees as follows:
2. 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.
3. The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall 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.

d. **TITLE VI:** During the performance of this contract, the Contractor, 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 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 the 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 this 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 this 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 the contract until the Contractor complies, and/or b. cancellation, termination, or suspension of the 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 the 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

24. E-Verify.

a. Contractor 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 et seq.
b. Contractor is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.
c. To the best of the Contractor's knowledge, any subcontractors employed by them as a part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.

25. Iran Divestment Act Certification. Contractor certifies that:

a. 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. 147-86.58, and
b. It will not take any action causing it to appear on any such list during the term of this Contract, and
c. It will not utilize any subcontractor to provide goods or services hereunder that is identified on any list.

26. Divestment from Companies that Boycott Israel. Contractor represents, covenants, and certifies that it is not listed on the list of restricted companies developed and published by the North Carolina State Treasurer as required by N.C.G.S. 147-86.81.

27. Quality and Workmanship. All work performed and/or services rendered shall be performed to the satisfaction of the Town of Wake Forest. 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.

28. Insurance.

a. If the provisions of this Section are not consistent with other insurance provisions in this contract, the provisions with the highest coverages and most protections for Town shall govern. If performing services under this Contract the Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following coverages and limits. The requirements contained herein, as well as Town's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract. The insurance requirements mandated herein are minimum requirements for contractors/vendors and in no way limit the indemnity covenants contained in the contract. The Town in no way warrants that the minimum limits contained herein are sufficient to protect the contractor/vendor from liabilities that might arise out of the performance of their work and are free to purchase additional insurance as necessary.

1. **Workers' Compensation Insurance -** Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97.
    - **Employer's Liability Insurance.** Contractor agrees to maintain the minimum recommended limit is $500,000 per each accident /$500,000 per each occupational disease and $500,000 policy limit. If the vendor is performing hazardous activities such as building demolition, asbestos abatement or hazardous waste clean-up, the requirement increases to $1,000,000 per each accident /$1,000,000 per each occupational disease and $1,000,000 policy limit.
2. **Commercial General Liability -** Contractor agrees to maintain commercial general liability insurance with limits of no less than $1,000,000 each occurrence and $2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability, Cross Liability, or Personal and Advertising Injury Liability. Town shall be named as additional insured as described below.

3. **Commercial Automobile Liability -** Contractor agrees to maintain commercial automobile liability insurance with limits of no less than $1,000,000 combined single limit – any auto. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy.

If – in the performance of this contract - a vehicle that can carry more than 12 persons (including driver) is being used by Contractor, the limits shall be increased to $2,000,000. This $2,000,000 limit may be achieved by utilizing an Umbrella or Excess policy with a per occurrence limit of $1,000,000.

4. **Umbrella or Excess Liability -** Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. ***Contractor agrees to endorse the Town as an 'Additional Insured' on the Umbrella or Excess Liability unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.***
5. **Professional Liability -** Contractor agrees to maintain Professional Liability insurance with limits of no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. Vendor shall provide evidence of Professional Liability Insurance for the duration of the contract and for a period of two (2) years following termination of the Contract/Agreement.
6. This coverage is only necessary for professional services including but not limited to engineering, legal, architecture, consulting, or when otherwise required by the Town.
7. **Additional Insured.** The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

   "TOWN OF WAKE FOREST, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY INSURANCE POLICY."

The Contractor shall disclose any self-insured retention and this is only allowed in lieu of coverage if pre-approved by Wake Forest's Safety and Risk Manager.

8. **Primary Coverage.** For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
9. **Waiver of Subrogation Rights.** Contractor hereby grants to Town a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Town by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Town has received a waiver of subrogation endorsement from the insurer.

b. **Certificate of Insurance.** Contractor shall provide proof of the required insurance coverage(s) in the form of an original current certificate of insurance presented by the Insured's agency before the Contractor is allowed to perform any work for the Town. The Certificate Holder is the Town of Wake Forest, Attn.: Safety and Risk Manager, 301 S. Brooks Street, Wake Forest, North Carolina, 27587.

c. **Failure to Procure Coverage.** In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, the Town has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by Town as a material breach of contract.

d. **Claims Made Policies.** If any of the required policies provide coverage on a claims made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.

3. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

e. **Notice of Cancellation/Changes.** Either the Contractor or its insurance agency shall provide thirty (30) days prior written notice to the Town in the event of cancellation or material changes, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Notice shall be sent directly to:
Attn: Safety and Risk Manager
Town of Wake Forest
301 S. Brooks Street
Wake Forest, NC 27587

f. **Town's Right to Terminate; Drug-Free Workplace Program; Driver's Licenses.** In the event that the contractor fails to maintain and keep in force the insurance herein required, the Town has the right to cancel and terminate the contract without notice. Contractor shall provide proof that a Drug-Free Workplace Program is in place and that drivers meet DOT/CDL licensing requirements, if requested.

g. **Non-Renewal or Cancellation.** If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the Town within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.
The Certificate Holder address should read:

Town of Wake Forest
301 S. Brooks Street
Wake Forest, NC 27587

h. **Carrier Authorization.** All insurance companies must be authorized to do business in North Carolina and be acceptable to the Town of Wake Forest's Risk Manager. The Town may increase, decrease or waive insurance limits at its sole discretion.

i. **Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Town is an additional insured on insurance required from subcontractors.

j. **Special Risks or Circumstances.** Town reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. TOWN shall give notice to CONTRACTOR of any such requirements prior to the execution of this contract, or within such reasonable time as TOWN becomes aware of the need for such additional or increased coverages.

k. **Miscellaneous.** The failure of the Town at any time to enforce the insurance provisions, to demand such certificates of insurance, or to identify a deficiency shall not constitute a waiver of those provisions, nor reduce obligations of the Contractor to maintain such insurance or to meet its obligations under the indemnification provisions. Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of the governmental immunity of the Town, which immunity is hereby reserved to the Town.

29. Indemnity. To the extent permitted by law, the Contractor agrees to defend, 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 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 the negligence of the Contractor. Regardless of any terms to the contrary on other paperwork, the Contractor agrees that the Town will not indemnify the Contractor for any damage or injury suffered by the Contractor due to activities performed pursuant to this contract nor will the Town indemnify the Contractor for any claims that arise in relation to the Contractor's activities performed pursuant to this contract.

30. Force Majeure.

a. Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign

actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

b. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

31. Intellectual Property. Unless otherwise agreed to in writing:

a. All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of services under this Contract shall be the property of the Town.

b. Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Contractor's performance of services under this Contract shall vest in the Town.

c. Works of authorship and contributions to works of authorship created by the Contractor's performance of services under this Contract are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. 201.

32. Cancellation.

a. The Town may terminate this Contract at any time by providing written notice to the Contractor.

b. Contractor shall cease performance immediately upon receipt of such notice.

c. In the event of early termination, Contractor shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the Town.

d. Notwithstanding the foregoing, in no event will the total amount due to Contractor under this section exceed the total amount due Contractor under this Contract.

33. Notices. All notices and other communications required or permitted by the 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:	**To Contracting Party(ies):**
Attn: Town Manager	**Attn: (full name)**
301 S. Brooks St.	**(address_1_and_2)**
Wake Forest, NC 28715	**(city), (state) (zip)**

34. Public Communication. Advertising. Except as permitted or required by this Agreement, and except as required by the North Carolina Public Records Act or any other applicable law or policy, both Parties agree that any public statements, social media posts, or other public communications regarding this contract or its cancellation shall not be made. To the extent any such public communications or posts are necessary, said public communications or posts shall be

made in a professional and diplomatic manner. The Town values open communication, professionalism, and mutual respect in its relationships with its service-providers. Organizations contracting or otherwise associating with Town operations are encouraged to address concerns or feedback about Town operations through appropriate channels, including direct communication with the relevant Town department or representative. While the Town respects the constitutional rights of individuals and organizations to publicly express their views regarding matters of public concern, including through social media, service-providers are expected to conduct themselves in a manner that supports a productive and respectful working relationship. Public statements that are not of public concern, or are knowingly false or defamatory, or that disclose confidential or proprietary information may be considered a breach of contract and subject to appropriate remedies as outlined in the agreement and in accordance with applicable law. This Section shall not be interpreted in a manner that unlawfully prohibits permissible speech. The Agreement and/or relationship among the parties shall not be used for any advertising purposes, including referrals or testimonials, by either party without the express written consent of the other party.

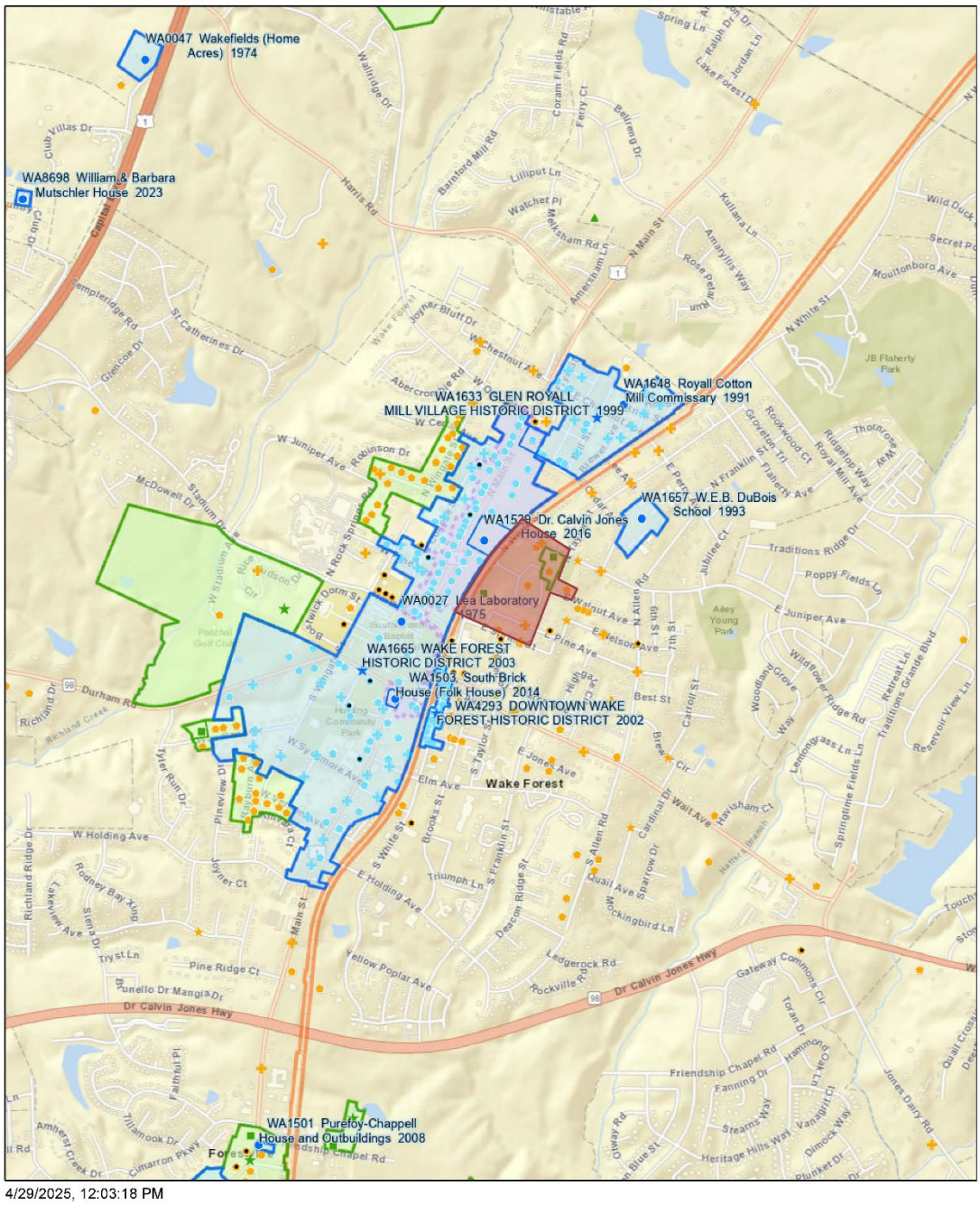
35. Signature Warranty. Any party executing the Agreement as a corporate or other legal entity represents to the other parties hereto that such entity is duly organized, validly existing and in good standing under the laws of the State of North Carolina or otherwise under the laws of the state of its formation, and is qualified to transact the business contemplated herein within the State of North Carolina, and further that any such party executing the Agreement on behalf thereof, has the full power and authority to do so without any further authorization being required from any party, and thereby legally binds said entity to the terms and conditions of this Agreement.

36. Other.

a. The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by the Town for use in connection with the performance of this Contract and will reimburse the Town for the replacement value of its loss or damage.
b. The Contractor shall be considered an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees.
c. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture.
d. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the Town.
e. Conflict in Terms or Other Documents. In the event of any inconsistency, conflict, or ambiguity between this agreement, including these terms and conditions, and other associated contract documents, the parties agree that this contract and the terms and conditions in this document shall prevail.

APPENDIX C

NCHPO HPOWEB Wake Forest CLG Grant 2026-27




Wake Forest National Register Historic District - Proposed Boundary Expansion
Boundary Increase Area A
Boundary Increase Area B
Boundary Increase Area C
Boundary Increase Area D
Legend
Property
Wake Forest National Register Historic District
Building Footprints