



Request for Qualifications

On-Call Architectural Design, Civil Engineering, Surveying, Inspection, and/
or Geo-Technical Services

March 16, 2026

Project Information

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

All submittals, including electronic PDF copy, must be received by 3:00 PM on April 13, 2026.

Inquiries, amendments, or submissions received after the time and date listed above shall not be considered for evaluation.

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

Will Lear, Project Manager
102 Town Hall Drive
Leland, NC 28451
wlear@townofleland.com
(910) 408-9425

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

Questions regarding the submittal specifications should be directed to Will Lear, Project Manager, in writing, at wlear@townofleland.com no later than 5:00 PM on April 8, 2026. Questions received after this deadline will not be answered.

SECTION 1: SCOPE OF SERVICES

A. SCOPE OF SERVICES

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

- Preparation of design plans and specifications for public improvement projects including streets, utilities, stormwater, bicycle and pedestrian pathways, sidewalks, crosswalks, curb ramps, parks, new facility design, and existing facility renovations, upfits, and re-designs.
- Provision of advertisement, bidding, and construction administration services.
- Provision of construction observation and inspection services.
- Provision of environmental engineering, geotechnical, and consulting services, including the preparation of studies and assessments.
- Provision of environmental and transportation resiliency consulting services.

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- Provision of permitting services not limited to NCDOT Encroachment and driveway permits, State stormwater and erosion control permits, Town of Leland permits, FEMA Floodplain permits, Army Corps of Engineering permits, and permits related to facility construction.
- Provision of surveying, mapping, and modeling studies.
- Preparation of legal descriptions, boundary surveys, and other associated survey documents that may be needed for title preparation, deeds, easement, and right-of-way purposes.
- Preparation of GIS maps and collection of field data associated with asset mapping or record data.
- Review and preparation of mapping and modeling scenarios and studies.
- Preparation of Engineering and Construction cost estimates.
- Preparation of grant applications and administration of grant projects.
- Review of design documents of various public infrastructure projects and developments throughout the Town submitted to the Town by developers and other third parties.
- Attendance and facilitation of public meetings and public hearings with the Town Council, Planning Board, residents, and other stakeholders.
- Preparation of various transportation studies, including traffic impact analyses and administration of transportation projects. North Carolina Department of Transportation (“NCDOT”) projects may require the firms to possess appropriate NCDOT certification.
- General Engineering Services as assigned.
- All services provided should be in compliance with Title II of the Americans with Disabilities Act (ADA).

Upcoming projects may include but are not limited to:

- Roadway design
- Civil infrastructure design
- MS4 compliance plans
- Resurfacing, repaving, and pavement marking design
- Pedestrian and bicycle pathways design
- Park design
- Public Safety facility design
- Parking and Recreation facility design
- Office building design
- Redesign/renovation of current Town facilities
- Construction inspection

B. GENERAL INFORMATION

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

When responding to this RFQ, please follow all instructions carefully and exactly as directed. Firms should not deviate from the format, quantity, or content specified in the RFQ. Please submit documents according to the outline specified. Failure to follow these instructions may result in a

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submittal being considered non-responsive and may be eliminated from consideration. Firms are also advised not to provide brochures, marketing, advertising, or any other unspecified promotional materials with specified required documents.

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

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

SECTION 2: SUBMISSION REQUIREMENTS AND EVALUATION

A. GENERAL REQUIREMENTS

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

B. QUALIFICATION SUBMISSION REQUIREMENTS

The Town will receive qualification submittals until Monday, April 13, 2026, at 3:00 PM, Eastern Standard Time, at the address above. At that time, the Town will close the receipt of submittals and begin the evaluation process. Submittals received after the deadline **will not be accepted or considered**. The Town will not be held responsible for the failure of any mail or delivery service to deliver a qualification package prior to the stated submittal deadline.

Firms should submit one original paper copy to the individual at the address listed in “Project Information”, along with an electronic (PDF) copy emailed to wlear@townofleland.com. The package should be labeled in the following manner:

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and/or Geo-Technical Services

Company Name
Company Address

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

C. SUBMITTAL FORMAT REQUIREMENTS

To facilitate the analysis of submittals, Firms should prepare their submittals according to the instructions outlined in this RFQ. Submittals should include straightforward, concise narratives to

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demonstrate an understanding of the Services required by the Town. Submittals shall not exceed 12 pages in length (one-sided), including all attached appendices. Submittals that provide innovative alternatives and creative approaches are encouraged. Any other information thought to be relevant but not applicable to the categories below may be provided as an appendix to the submittal.

Submittals should be organized into the following sections:

1. Letter of Transmittal

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

2. Executive Summary

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

3. Company Profile

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

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

4. Understanding and Approach

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

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

5. Key Personnel

Identify all key personnel who will be assigned to the resulting contract and their role on the Firm's team. Describe each individual's experience, relevant licenses and/or certifications, relevant association memberships, and overall credentials related to the requested services. Also identify all subcontractors/sub-consultants who will support the work performed under the resulting contract and define their roles. The RFQ should clearly identify the office location where such personnel are stationed.

6. Qualifications

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

7. Project Schedules

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

8. Standard Fee Schedule

Include a list of hourly billing rates by position such as Principals, Architects, Construction Administrators, Designers, Contract Administrator, Project Manager, Licensed Surveyor, Survey Technician, Survey Crew, CAD Operator, Clerical, Intern, etc., including sub-consultants. Also, include a schedule of eligible reimbursable expenses, such as: mileage, printing costs, courier, etc. Provide a statement of how long these fee rates will remain in effect, and if applicable, the annual rate at which they may increase.

9. Why your firm?

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

SECTION 3: METHOD OF EVALUATION

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

1. Firm Experiences/Reputation/Workload- 25pts

The experience of the Firm in similar work and record of successful results of that work will be analyzed. Also considered will be the Firm's ability to take on additional work, demonstrated understanding of the Town's goals and purposes of the projects, specific management approach, how well the Firm's organizational structure shows sufficient depth of its present workload, and the firm's ability to offer the breadth and quality of services required for the Town's projects. Additionally, the Firm's successful experience performing other services for the Town on past and current projects may be considered.

2. Experience of the Personnel Assigned to this Project Team- 30pts

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The Town will give considerable weight to the individual qualifications of the project team members who will perform the requested services. Consideration will include qualifications of key personnel, project team members' individual experience and other qualifications, project manager's experience, and sub-consultant's (if applicable) individual experience and qualifications.

3. Understanding of the Statement of Work- 25pts

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

4. Schedule- 10pts

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

5. Work Performed is within Close Proximity to the Town- 5pts

The Firm's location and ability to perform the work within close proximity to the Town will be considered.

6. Response- 5pts

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

SECTION 4: SELECTION PROCESS

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

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

CLARIFYING QUALIFICATIONS DURING EVALUATION

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

INTERVIEWS

After the initial evaluation of the statements of qualifications, the Town may elect to interview an unspecified number of Firms. The purpose of this interview will be to meet the proposed Project Team, become familiar with key personnel and/or with the selection strategy proposed by the submitter and to understand the Firm's project approach and ability to meet the stated objectives for the Services. Short-listed Firms should be prepared to discuss, with specificity, their capacity to conduct this work in compliance with the Services. If the Town elects to conduct interviews, the Town will notify each short-listed Firm to schedule individual times for the interviews.

INSURANCE

Preferred Firms must keep and maintain insurance for the duration of the Project including, but not limited to, commercial general liability, automobile liability, workers' compensation, employer's liability, and umbrella coverage with at least the minimum limits shown below. All Firms responding to this RFQ shall furnish the Town with certificates of insurance for each type of insurance described herein.

Commercial General Liability:	\$1,000,000 per Occurrence
Commercial Auto Liability:	\$1,000,000 Combined Single Limit
Excess (Umbrella) Liability:	\$1,000,000
Workers' Compensation:	Statutory
Employer's Liability:	\$1,000,000 Each accident/Total disease/Employee disease
Professional Liability:	\$1,000,000 per Occurrence

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

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

EQUAL OPPORTUNITY

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

NO GRATUITIES

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

ALL INFORMATION TRUE

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

E-VERIFY COMPLIANCE

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

MINIMUM NUMBER OF RESPONSES

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

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

**MASTER AGREEMENT FOR ON-CALL ARCHITECTURAL DESIGN,
CIVIL ENGINEERING, SURVEYING, INSPECTION, AND/OR
GEOTECHNICAL SERVICES**

THIS Master Agreement (“Agreement”), made and entered into this ____ day of _____, 2026, by and between the Town of Leland (hereinafter called the (“TOWN”) and _____, a professional architectural design, civil engineering, surveying and/or geotechnical firm with a partner or principal registered in North Carolina as a licensed engineer for engineering services, a partner or principal registered in North Carolina as a licensed surveyor for surveying services, and/or a partner or principal registered in North Carolina as a licensed architect for design services (hereinafter, the “FIRM”).

WITNESSETH

WHEREAS, the TOWN is procuring professional “on-call” architectural design, civil engineering, surveying, inspection, and/or geotechnical services (“Services”); and

WHEREAS, TOWN published a Request for Qualifications for “on-call” architectural design, civil engineering, surveying, inspection, and/or geotechnical services (“RFQ”) on March 16, 2026 for such on-call professional services, and

WHEREAS, FIRM was one of several professional architectural design, civil engineering, surveying, and/or geotechnical services firms that responded to the RFQ with a proposal dated April 13, 2026, and is willing to serve as the TOWN’S professional consultant to provide Services on an on-call basis for each project authorized under this Agreement.

NOW, THEREFORE, in the consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**ARTICLE 1
SCOPE OF SERVICES**

- 1.1 The recitals set forth hereinabove are incorporated herein by reference.
- 1.2 The term “Services” shall include the services to be provided by the FIRM as described in this Agreement, the “Basic Services” described in Attachment A to this Agreement and all additional services described in any Task Order (as defined below). This Agreement is the Master Agreement pursuant to which FIRM shall render such Services to the TOWN. This Agreement will be supplemented by written Task Orders signed by the parties (“Task Order”) for each project authorized under this Agreement. The process for executing Task Orders is set forth in Article 2.

- 1.3 By its execution of this Agreement, FIRM represents and warrants that it is qualified and fully capable to perform and provide the Services and other services required or necessary under this Agreement in a fully competent, professional and timely manner. FIRM also represents and warrants that, if it provides any services hereunder related to development located on State or U.S. routes, it is familiar with North Carolina Department of Transportation (“NCDOT”) regulations, standards, policies, and practices.
- 1.4 TOWN is not obligated to provide FIRM with any minimum quantity of work and does not guarantee issuance of any minimum number of Task Orders under this Agreement.

ARTICLE 2
COMMENCEMENT, COMPLETION AND COMPENSATION

- 2.1 Town shall have no obligation to FIRM and Services shall not be undertaken by FIRM until this Agreement has been executed by all parties.
- 2.2 Services shall be performed by FIRM only after receipt from TOWN of a Request for Proposal (“RFP”) for that particular project (“Project”) and upon the execution by both parties of a Task Order. Each RFP shall include a “scope of work” for that particular Project prepared by TOWN outlining the parameters to be included in the Services and such other materials and requirements as TOWN may deem necessary. Unless specifically excluded, all requirements of this Agreement are deemed to be incorporated into every RFP and any Task Order based on such RFP. Upon receipt of an RFP, FIRM shall prepare its proposal in the form of a Task Order for that Project. Each Task Order prepared by FIRM shall include: a scope of work; applicable fixed or hourly fee, with a provided total compensation for Services; and Project schedule, including the date by which Services shall be completed and all deliverables to be delivered. If FIRM proposes to use sub-consultants for a portion of its Services, the Task Order shall also include information about such sub-consultant(s). The Task Orders for all Projects shall be considered integral parts of this Agreement and subject to the terms and conditions hereof. The scope of work for each Project shall be the Services as defined herein and as further supplemented by the terms of the Project’s Task Order.
- 2.3 FIRM may begin work on a Project upon written execution of a corresponding Task Order by TOWN. The time allowed for FIRM to complete its work for each Project shall be specified in the Task Order for that particular Project.
- 2.4 FIRM may perform portions of its work through other subcontractors/consultants (“Consultants”). FIRM must receive written consent from TOWN for use of any Consultant(s) prior to Consultant(s) performing any work. No changes in the FIRM’s Consultants indicated in the written consent from TOWN shall be permitted except with the prior written consent of the TOWN.
- 2.5 TOWN shall pay FIRM compensation as specified in this Agreement and corresponding Task Order(s). Payment shall be made as provided in Section 7.1. Unless FIRM expenses

are specifically designated and described in this Agreement or corresponding Task Order separately as reimbursable expenses of FIRM, there shall be no reimbursement for any FIRM expenses.

ARTICLE 3
RESPONSIBILITIES OF THE FIRM

3.1 Standard of Care

3.1.1 FIRM shall exercise reasonable care and diligence in performing FIRM's Services under this Agreement in accordance with generally accepted standards of engineering, surveying, and architectural design practice throughout the United States. FIRM shall also perform Services in accordance with any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction over each aspect of the Project ("Laws and Regulations").

3.1.2 FIRM shall be responsible for all errors and/or omissions in the Services and other deliverables prepared by FIRM. It shall be the responsibility of FIRM throughout the period of performance under this Agreement to use reasonable professional care and judgment.

3.1.3 FIRM shall assure that the Services and all documents prepared by FIRM or FIRM's subcontractors hereunder, are compliant and in accordance with all Laws and Regulations and that all necessary or appropriate applications for approvals are submitted to federal, state and local governments or agencies in a timely manner so as not to delay the activities of the Project.

3.1.4 FIRM shall correct, at no additional cost to the TOWN, any and all errors, omissions, discrepancies, ambiguities, mistakes, or conflicts in the documents prepared by FIRM or FIRM's Consultants.

3.1.5 In addition to any other damages that might be due to TOWN hereunder in connection with the breach of this Agreement by FIRM, FIRM shall reimburse TOWN, as described in Article 10 hereof, for costs, damages, and expenses that are the result of errors, omissions, or delays of FIRM or FIRM's Consultants.

3.1.6 FIRM shall perform its Services in a timely manner in accordance with all schedules for the Project.

3.1.8 FIRM's Services, including any drawings or plans prepared in connection therewith, shall not infringe on or violate any patent rights, copyrights, or other intellectual property rights. If FIRM has reason to believe that any design, processes, or products of a particular manufacturer expressly required by TOWN in writing is an infringement of any intellectual property right, FIRM shall immediately give notice thereof to TOWN.

ARTICLE 4
BASIC SERVICES

- 4.1 The Basic Services are those services described in Exhibit A to this Agreement.

ARTICLE 5
ADDITIONAL SERVICES

- 5.1 No services in addition to those described in the Task Order shall be undertaken except through a written amendment to the Task Order duly executed by FIRM and TOWN. Compensation for such Additional Services shall be as set forth in such written amendment.

ARTICLE 6
DURATION OF AGREEMENT

- 6.1 This Master Agreement shall commence upon execution of both parties and shall have a term of two (2) years, with an option for the TOWN to extend for an additional one (1) year in TOWN's sole discretion. Particular Projects commenced hereunder shall commence and terminate as provided in Task Order(s). If one or more Projects are undertaken but not completed prior to the termination of this Master Agreement, then this Master Agreement shall continue until such time as all Projects undertaken hereunder are satisfactorily completed.

ARTICLE 7
FIRM'S COMPENSATION

- 7.1 Compensation for Basic Services.

7.1.1 Compensation for FIRM's Services for each specific Project shall be as set forth in the applicable Task Order. Compensation shall be set forth as a fixed fee or not to exceed total compensation basis, which shall include all expenses, unless stated otherwise in the Task Order.

7.1.2 Payment shall be made within thirty (30) days of TOWN' receipt of invoice upon completion of each of the phases or tasks as outlined in the Task Order.

7.1.3 Invoices shall be in form and substance acceptable to the TOWN. In the event the TOWN finds any part of an invoice not to be acceptable, TOWN shall identify to the FIRM the part or parts which are not acceptable and shall pay the part or parts of the invoice which are acceptable, if any. TOWN shall have the right to deduct from payments to the FIRM any costs or damages incurred, or which the TOWN reasonably believes may be incurred, by the TOWN as a result of the FIRM's failure to perform any portion of the Task Order.

7.2 Compensation for Additional Services.

7.2.1 In the event Additional Services are required (the “Additional Services”), such Additional Services shall be as set forth in a Task Order or in a written amendment duly executed by TOWN and FIRM and shall be paid as set forth in the Task Order or written amendment.

7.2.2 For Additional Services, if the Task Order or written amendment does not specify method of compensation, the FIRM shall be compensated on a time-spent basis at the hourly rates shown in Exhibit C.

7.2.3 After TOWN’s approval of the performance of an Additional Service, payments will be made by the TOWN within thirty (30) calendar days of receipt of an invoice that is in form and substance acceptable to the TOWN. In the event the TOWN finds any part or parts of an invoice not to be acceptable, it shall identify to the FIRM the part or parts which are not acceptable and shall pay the part or parts of the invoice which are acceptable, if any. The TOWN shall have the right to deduct from payments to the FIRM any costs or damages incurred, or which the TOWN reasonably believes may be incurred, by the TOWN as a result of the FIRM’s failure to perform any service with respect to the Project.

ARTICLE 8
RESPONSIBILITIES OF THE TOWN

8.1 With respect to each RFP and Project authorized by Task Order under this Agreement, TOWN shall:

8.1.1 When it requires FIRM’s Services hereunder, provide an RFP to FIRM.

8.1.2 Provide reasonably available information to FIRM as to its requirements for Project to enable the FIRM to develop a detailed written Task Order for each requested RFP. FIRM’s acceptance and execution of a Task Order shall serve as conclusive proof that TOWN has met its obligation under this Section 8.1.2.

8.1.3 Provide to the FIRM all readily available maps, reports, etc. that may be used in support of the preparation of the Task Order by the FIRM. FIRM shall be responsible for determining the applicability and reliability of all such information and documents.

8.1.4 Provide reasonably prompt reviews of the FIRM’s Preliminary Services and other work and will direct changes to reporting as may be deemed necessary by the TOWN.

8.1.5 Designate in writing one or more persons to act as TOWN representative to coordinate the work of each Project with FIRM.

ARTICLE 9

INSURANCE

9.1 General Requirements

9.1.1 FIRM and FIRM's permitted Consultants shall purchase and maintain, during the term of this Agreement and for five years after the termination of this Agreement, insurance for protection from claims under workers' or workmen's compensation acts; Comprehensive General Liability Insurance covering claims arising out of or relating to bodily injury, including bodily injury, sickness, disease, or death of any of FIRM's employees or FIRM's Consultants' employees or any other person and to real and personal property including loss of use resulting thereof; Comprehensive Automobile Liability Insurance, including hired and non-owned vehicles, if any, covering personal injury or death, and property damage; and Professional Liability Insurance, covering personal injury, bodily injury, and property damage and claims arising out of or related to the performance under this Agreement by the FIRM.

9.1.2 Insurance policies required hereunder shall include provisions or endorsements that:

- a) the insurer shall have no right of recovery or subrogation against the TOWN, its agents, or agencies, it being the intention of the parties that the insurance policies shall protect the TOWN and be primary coverage for any and all losses covered by the policies;
- b) the clause "other insurance provisions" in a policy in which the TOWN, its agents, or agencies is named as an insured, shall not apply to such insured parties;
- c) the insurance companies issuing the policy or policies shall have no recourse against the TOWN, its agents, or agencies for the payment of any premiums or for assessments under any form of policy;
- d) any and all deductibles under the insurance policies shall be assumed by and be at the sole risk and expense of FIRM;
- e) coverage shall be deemed to be in connection with this Agreement and applicable Task Orders; and
- f) TOWN shall be given written notice of cancellation, non-renewal, or reduction in coverage not less than thirty (30) days prior to cancellation, non-renewal, or reduction in coverage and coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to TOWN and FIRM.

9.1.3 The minimum insurance ratings for any company insuring FIRM shall be Best's A. Should the ratings of any insurance carrier insuring FIRM fall below the minimum rating, the TOWN may, at its option, require FIRM to purchase insurance from a company whose rating meets the minimum standard.

9.2 Limits of Coverage

9.2.1 Minimum limits of insurance coverage shall be as follows:

INSURANCE DESCRIPTION/MINIMUM REQUIRED COVERAGE

Worker's Compensation:

Limits for:

Coverage A - Statutory State of N.C.

Coverage B - Employers Liability

\$1,000,000 each accident and policy limit and disease each employee

Commercial General Liability: \$1,000,000 Each Occurrence; \$2,000,000 Aggregate

Automobile Liability: \$1,000,000

Umbrella: \$1,000,000

Professional Liability: \$1,000,000 Each Claim Made; \$1,000,000 Aggregate

9.2.2 FIRM shall cause TOWN to be named and endorsed as an additional insured for General Liability, Automobile Liability, and Umbrella coverage and be provided with a certificate of insurance prior to the effective date of the contract or any renewal contract. TOWN shall be provided with all renewal certificates within thirty (30) days of the expiration date of any and all policies listed on the certificate of insurance.

9.3 Proof of Coverage

9.3.1 Evidence of such insurance shall be furnished to TOWN, together with evidence that each policy provides that the TOWN shall receive not less than thirty (30) days prior written notice of any cancellation, non-renewal or reduction of coverage of any of the policies. Upon notice of such cancellation, non-renewal or reduction, FIRM shall procure substitute insurance so as to assure the TOWN that the minimum limits of coverage are maintained continuously throughout the periods specified herein. A Certificate of Insurance indicating that all required insurance and additional insured endorsements are in place shall be included as Attachment B to this Agreement prior to execution of this Agreement.

ARTICLE 10
DAMAGES AND REMEDIES

10.1 Services, Reimbursement and Deductions

10.1.1 FIRM shall reimburse the TOWN for costs, damages, and expenses, including all reasonable attorney's fees and expert's fees, incurred by the TOWN when such costs, damages, and expenses are the result of any error, act, omission, delay of, or failure to perform as required by the Agreement by FIRM or FIRM's Consultants.

10.1.2 The TOWN is entitled to interest on all amounts due from FIRM that remain unpaid thirty (30) calendar days after the amount is deemed due, whether as a result of a resolution of a dispute or otherwise, at a rate of 1.5 % per month.

10.1.3 In addition to any other remedies available to the TOWN hereunder, the TOWN shall have the right to deduct from payments to FIRM any costs, damages, and expenses, including reasonable attorney's fees, that have been or may be incurred by the TOWN as a result of any error, act, omission, delay of, or failure to perform as required by the Agreement by FIRM or FIRM's Consultants.

10.2 Indemnities

10.2.1 General Indemnity. To the fullest extent permitted by Laws and Regulations, FIRM shall indemnify and hold harmless the TOWN, its officers, and employees, from and against all claims, costs, civil penalties, fines, losses, and damages (including but not limited to professionals' fees and charges and all court or other dispute resolution costs) (collectively, "Losses"), if the Fault of FIRM or its Derivative Parties is a proximate cause of the Losses. For purposes of this provision:

- a) the term "Fault" means a breach of contract; negligent, reckless, or intentional act or omission constituting a tort under applicable statutes or common law; or violation of applicable statutes or regulations; and
- b) the phrase "Derivative Parties" means any of FIRM's consultants, subcontractors, agents, employees, or other persons or entities for which FIRM may be liable or responsible as a result of any statutory, tort, or contractual duty.

10.2.2 Intellectual Property Indemnity. To the fullest extent permitted by law, FIRM shall indemnify and hold harmless the Town, its officers and employees, from and against all claims, costs, civil penalties, fines, losses, and damages (including but not limited to all attorney' and other professionals' fees and charges and all court or arbitration or other dispute resolution costs), by whomsoever brought or alleged, arising out of or related to infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by TOWN in writing ("Town required design"). If FIRM has reason to believe the use of a Town required design is an infringement of an intellectual property right, FIRM shall be responsible for such loss unless such information is given to the TOWN immediately upon becoming aware of such possible infringement. This indemnification shall survive termination of this Agreement.

- 10.3 Non-Exclusivity of TOWN's Remedies. The TOWN's selection of one or more remedies for breach of this Agreement shall not limit the TOWN's right to invoke any other remedy available to the TOWN under this Agreement or by law.
- 10.4 Remedies Not Waived. No delay, omission, or forbearance to exercise any right, power, or remedy accruing to the TOWN hereunder shall impair any such right, power, or remedy or be construed to be a waiver of any breach hereof or default hereunder. Every such right, power, or remedy may be exercised from time-to-time and as often as deemed expedient.
- 10.5 Waiver of Damages. Each party shall not be entitled to, and hereby waives, any monetary claims for, or damages arising from or related to, lost profits, lost business opportunities, unabsorbed overhead, or any consequential damages.

ARTICLE 11 **AMENDMENTS TO THE AGREEMENT**

- 11.1 Changes in Services. Changes to this Agreement, changes to Services, and/or changes in any Task Order including entitlement to additional compensation or a change in duration of Task Order shall be made by a Written Amendment duly executed by TOWN and FIRM. FIRM shall proceed to perform the Services required by the written Amendment only after receiving a fully executed Written Amendment from the TOWN.
- 11.2 TOWN Changes. The TOWN may, without invalidating this Agreement or any Task Order, make written changes in the Services as to any Project by preparing and executing a Written Amendment to the Task Order. Within three (3) days of receipt of such a Written Amendment, the FIRM shall notify the TOWN in writing of any change contained therein that the FIRM believes significantly increases or decreases the FIRM's Services and request an adjustment in compensation with respect thereto. If the Written Amendment significantly increases or decreases the FIRM's Services, the FIRM's compensation may be equitably adjusted as agreed to in writing by the TOWN.

ARTICLE 12 **TERMINATION AND SUSPENSION**

- 12.1 Termination for Convenience of the TOWN. This Agreement and any Task Order may be terminated without cause by the TOWN and for its convenience upon ten (10) days written notice to the FIRM.
- 12.2 Other Termination. After ten (10) days written notice to the other party of its material breach of this Agreement or any Task Order, this Agreement and/or any Task Order may be terminated by the noticing party provided that the other party has not taken all reasonable actions to remedy or otherwise cure the breach.
- 12.3 Compensation after Termination.

12.3.1 In the event of termination for the convenience of the TOWN, the FIRM shall be paid that portion of its fees and expenses that it has earned to the date of termination less any costs or expenses incurred or anticipated to be unearned by the TOWN due to errors or omissions of the FIRM. Upon receiving notice of termination, FIRM shall immediately and expeditiously terminate any ongoing Services and Additional Services it is to provide under any Task Order or amendment thereto and inform FIRM's Consultants of the termination of this Agreement and/or Task Order, so as to minimize the costs and expenses sustained prior to the effective date of the termination.

12.3.2 In the event of termination due to a material breach of the Agreement by the TOWN, FIRM shall be entitled to the same compensation as it would have received had the TOWN terminated the Agreement for convenience, and FIRM expressly agrees that said compensation is fair and appropriate as liquidated damages for any and all costs and damages it might incur as a result of such termination.

12.3.3 In the event of termination due to a material breach of the Agreement by the FIRM, FIRM shall be paid that portion of its fees and expenses that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by the TOWN due to errors, acts or omissions of the FIRM or by reason of the FIRM's breach of this Agreement.

12.3.4 Should this Agreement be terminated, for whatever reason, FIRM shall, at the request of the TOWN, expend such additional effort as may be necessary, at its cost and expense, to provide to the TOWN professionally certified and sealed drawings, and such other information and materials as may have been accumulated by the FIRM in the performance of this Agreement or Written Amendment, whether completed or in process.

12.4 Survival. Termination of this Agreement, for whatever reason, shall not terminate FIRM's representations and warranties to TOWN hereunder, nor nullify any indemnity of TOWN by FIRM hereunder.

12.5 Suspension

12.5.1 The TOWN may order FIRM in writing to suspend, delay or, interrupt all or any part of FIRM's Services on the Project for the convenience of TOWN.

12.5.2 In the event the FIRM believes that any suspension, delay, or interruption of a Project ordered by TOWN may require an extension of the duration of Services or any Task Order or an increase in the level of staffing by FIRM, it shall so notify the TOWN. Such amendment or extension shall be effective only upon the written approval of the TOWN. In the event the duration of Services or any Task Order is extended or shortened or the level of staffing by the FIRM is increased or decreased, the Compensation for Services may be equitably adjusted in writing signed by both parties.

12.5.3 A suspension, delay, or interruption of an individual Project shall not terminate this Agreement; provided, however, that if such suspension, delay or interruption causes a suspension of FIRM's Services for a period exceeding ninety (90) days, the Compensation for Services may be equitably adjusted in writing signed by both parties.

ARTICLE 13 **OWNERSHIP OF DOCUMENTS**

- 13.1 TOWN's Ownership of Documents. The TOWN shall be granted, at no additional cost, ownership of all documents, drawings, and electronic databases relating to the Project, including the ownership and use of all drawings, specifications, documents, and materials relating to the Project prepared by or in the possession of the FIRM. The FIRM shall turn over to the TOWN in good unaltered condition, reproduces of all original drawings, specifications, documents, electronic data bases, and materials within seven (7) days after completion of Project or after termination, whether for the TOWN's convenience or otherwise. The FIRM may retain one (1) copy of the documents for its records.
- 13.2 Termination. In the event of termination, whether for the TOWN's convenience or otherwise, should the TOWN use such drawings or documents for completion of the Project, the TOWN shall do so at its own risk.
- 13.3 Other Projects. Said drawings, specifications, documents, and materials relating to the Project prepared by or in the possession of the FIRM may be used by the TOWN on any other project without additional compensation to the FIRM. The use of the documents by the TOWN or by any person or entity for any purpose other than the Project as set forth in this Agreement shall be at the full risk of the TOWN or such person or entity.
- 13.4 Incorporation of Provision in all Contracts. The FIRM specifically agrees to incorporate the provisions of Article 13 in all contracts for the services of FIRM's Consultants.

ARTICLE 14 **ADDITIONAL PROVISIONS**

- 14.1 Confidentiality. FIRM shall use its best efforts not to disclose or permit the disclosure of any confidential information relating to the Project, except to its agents, employees, and other consultants who need such confidential information in order to properly perform their duties relative to this Agreement.
- 14.2 Dissemination of Information. The TOWN takes efforts to assure that accurate information about the TOWN is disseminated such that neither the public trust nor the public's perception of the TOWN impartiality is compromised. FIRM, mindful of those efforts, agrees that it shall not publicly disseminate any information concerning the Services without prior approval from the TOWN. Any approval given by the TOWN may be given with certain stipulations, such as the TOWN participation in the creation of the public

product or TOWN review and the option to refuse ultimate release of the final product should it fail to meet the TOWN's standards and goals. Publicly disseminate means, but is not limited to, electronic, video, audio, photographic, or hard copy materials serving as, in whole or part, advertising, sales promotion, professional papers or presentations, news releases, articles, or other media products, and/or FIRM's business collateral pieces. Notwithstanding the foregoing, the parties agree that FIRM may list TOWN as a reference in response to requests for proposal and may identify the TOWN as a customer in presentations to potential customers.

- 14.3 Limitation and Assignment. The TOWN and the FIRM each bind themselves, their successors, assigns, and legal representatives to the terms of this Agreement. Neither the TOWN nor FIRM shall assign nor transfer its interest in this Agreement without the written consent of the other.
- 14.4 Governing Law. This Agreement and the duties, responsibilities, obligations, and rights of respective parties hereunder shall be governed by the laws of the State of North Carolina.
- 14.5 Dispute Resolution. Unless the TOWN instructs FIRM otherwise, FIRM shall carry on with the timely performance of the Services and any Additional Services to be provided by FIRM hereunder during any period of disputes or disagreements between the FIRM and the TOWN. No services shall be delayed or postponed pending the resolution of any dispute unless the TOWN directs otherwise in writing. Any and all suits or actions to enforce, interpret, or seek damages with respect to any provision of, or the performance or non-performance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Brunswick County, North Carolina and it is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions.
- 14.6 Extent of Agreement. This Agreement represents the entire and integrated agreement between the TOWN and the FIRM and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a signed Written Amendment.
- 14.7 Severability. If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provision.
- 14.8 Resolving Discrepancies. Except as may be otherwise specifically stated in the Agreement, the provisions of the Agreement shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Agreement and any other document describing the services to be provided by FIRM except as otherwise provided herein. If the provisions of any standard, specification, manual, code, or instruction of any technical society, organization, or association imposes a more stringent standard or obligation upon FIRM than in the Agreement, the standard, specification, manual, code, or instruction of any technical society, organization, or association shall take precedence in

resolving any conflict, error, ambiguity or discrepancy between the provisions of the Agreement and the provisions of such standard, specification, manual, code, or instruction.

- 14.9 Data, Designs, Drawings, Memoranda, Etc.: Protocol. FIRM shall submit to TOWN the deliverables, including reports, technical memoranda, testing protocol, designs, drawings, specifications, electronic databases, and the like (collectively "Deliverables") in electronic format in read-only MS-Windows compatible format (including PDF and HTML formats). All drawings shall be CAD generated and shall be provided on electronic media downloadable onto an AutoCAD based system. In order to meet US Justice Department standards for Internet accessibility, all Deliverables (draft and final) intended for presentation on the Town of Leland's Web site must be provided in a manner and format compatible, consistent, and in compliance with all TOWN technology standards, including but not limited to an HTML version of any PDF version and alternate text tags of no more than thirty-four (34) characters for all graphics contained in the HTML version. In the event that FIRM notices any errors in electronic data provided to the TOWN in connection with this Agreement, FIRM shall immediately notify TOWN, and if FIRM provided such electronic data, FIRM shall immediately replace the same with correct versions thereof. If there are any inconsistencies between electronic and hard copies of documentation provided under this Agreement, the electronic versions shall control.
- 14.10 Compliance with Laws and Regulations. Without limitation as to any other provision hereof regarding FIRM's compliance with Laws and Regulations in the performance of its duties hereunder, FIRM shall ensure that it complies with all federal, state and local laws, ordinances and regulations in carrying out all services described in this Agreement. Such compliance shall include ensuring that the performance of and product of FIRM's services comply with federal, state, and local laws, ordinances and regulations, including without limitation, compliance with the American with Disabilities Act of 1990, fair hiring and compensation legislation, immigration laws and regulations, and other Laws and Regulations applicable to FIRM's provision of services hereunder and the resulting Work to be performed in connection with FIRM's services. All completion and submission of forms and reports, posting of notices, and the like to comply with federal and state Laws and Regulations shall constitute required elements of FIRM's provision of services hereunder.
- 14.11 Notice. Whenever any provision of this Agreement requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the Town Manager or Town Clerk in the case of the TOWN or to an officer of the FIRM in the case of the FIRM, or if delivered at or sent by registered or certified mail, postage prepaid, to the TOWN's or FIRM'S address. The date of said notice shall be the date of such delivery or mailing.

The notice address for the TOWN shall be:

Sabrena Reinhardt
Town Clerk
Town of Leland

102 Town Hall Drive
Leland, NC 28451

The notice address for the FIRM shall be:

[Provided by FIRM prior to executing contract.]

Nothing herein contained shall be deemed to restrict the transmission of routine communications between representatives of the FIRM and TOWN.

- 14.12 Gifts and Favors. FIRM shall become aware of and comply with any and all laws related to gifts and favors, conflicts of interest, and the like, including, but not limited to N.C.G.S. § 14-234, N.C.G.S. § 133-1, and N.C.G.S. § 133-32.
- 14.13 Public Records. FIRM acknowledges that records in the custody of TOWN may be public records and subject to public records requests. TOWN may provide copies of such records, including copyrighted records, in response to public record requests. FIRM shall refer any public records requests made of it to the TOWN for a response to the requesting party.
- 14.14 Iran Divestment Act Certification. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. §147-86.58. Contractor shall not utilize any subcontractor that is identified on the List.
- 14.15 List of Attachments. The following Attachments are incorporated herein and made a part of this Agreement by reference:
- Exhibit A – Basic Services
 - Exhibit B – Insurance Certificate
 - Exhibit C – Firm's Response

IN WITNESS WHEREOF, said FIRM and TOWN, being duly authorized, have caused these presents to be signed in their names as of the day and year first above written, on the following pages.

TOWN OF LELAND:

By: _____
Name: David A. Hollis
Title: Town Manager

APPROVED AS TO FORM:

Brian Edes, Town Attorney

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

Municipal Finance Officer

FIRM:

By: _____
Name: _____
Title: _____

NOTE: If the FIRM is a corporation or LLC, the legal name of the corporation or LLC shall be set forth above, together with the signature of the officer, member or manager authorized to sign contracts on behalf of the corporation or LLC. If the signature is by an agent other than an authorized officer, member or manager of the corporation or LLC, a resolution must be attached hereto authorizing execution by the individual named above. The signature of the FIRM shall also be acknowledged before a Notary Public.

NORTH CAROLINA
BRUNSWICK COUNTY

I, the undersigned Notary Public of the County of _____ and State aforesaid, certify that DAVID A. HOLLIS personally came before me this day and acknowledged that he is the Town Manager of the TOWN OF LELAND, a North Carolina municipal corporation, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

WITNESS my hand and Notarial stamp or seal this _____ day of _____, 2026.

Notary Public

My commission expires:

Notary's Printed or Typed Name

(AFFIX STAMP OR SEAL)

NORTH CAROLINA
_____ COUNTY

I, the undersigned Notary Public of the County of _____ and State aforesaid, certify that _____ personally came before me this day and acknowledged that (s)he is the _____ of _____, a corporation, and that by authority duly given and as the act of such entity, (s)he signed the foregoing instrument in its name on its behalf as its act and deed.

WITNESS my hand and Notarial stamp or seal this _____ day of _____, 2026.

Notary Public

My commission expires:

Notary's Printed or Typed Name

(AFFIX STAMP OR SEAL)

NORTH CAROLINA
_____ COUNTY

I, the undersigned Notary Public of the County of _____ and State aforesaid, certify that _____, personally came before me this day and acknowledged that (s) he is the Member/Manager of _____, a limited liability company, and that by authority duly given and as the act of such entity, (s) he signed the foregoing instrument in its name on its behalf as its act and deed.

WITNESS my hand and Notarial stamp or seal this _____ day of _____, 2026.

My Commission Expires: _____

(AFFIX STAMP OR SEAL)

Notary Public

Notary's Printed or Typed Name

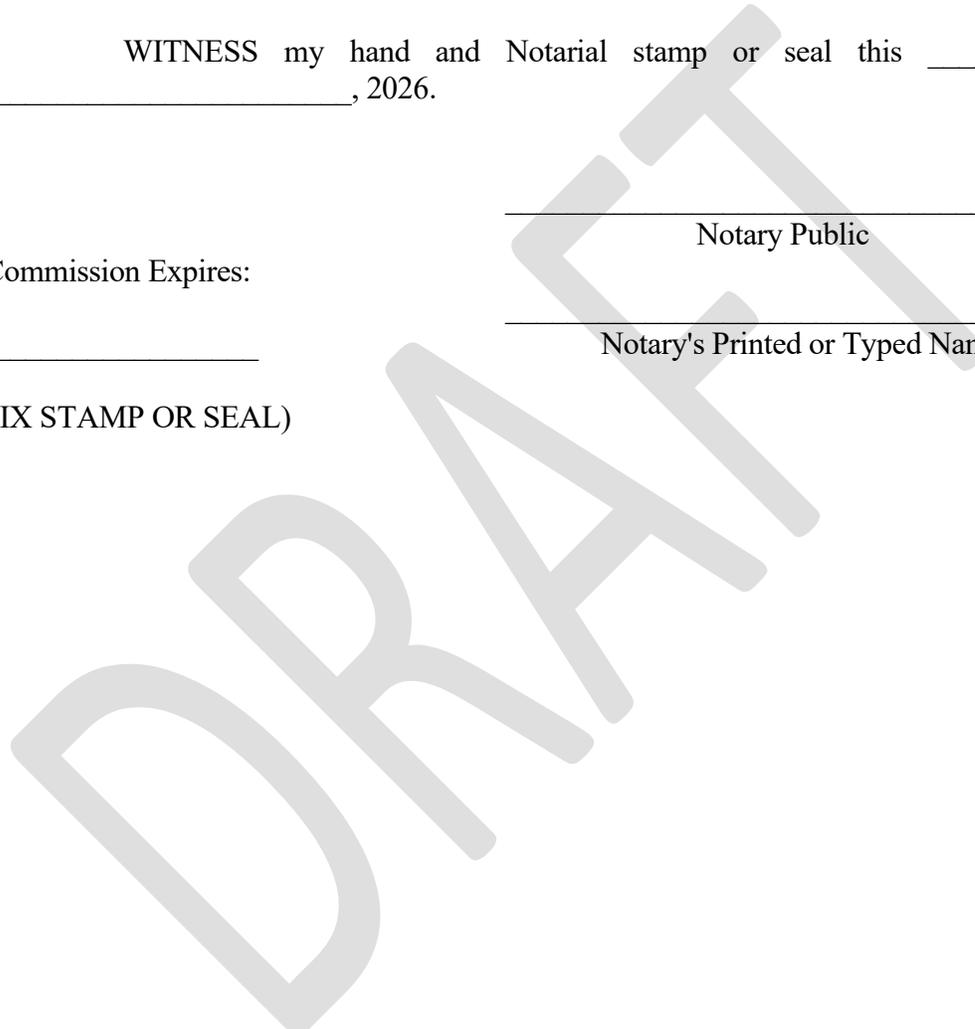


EXHIBIT A BASIC SERVICES

Basic Services related to Engineering, Planning, Geotechnical, Surveying, Inspection, and/or Architectural Design shall include, but not necessarily be limited to, the following:

1. Preparation of design plans and specifications for public improvement projects including streets, utilities, stormwater, bicycle and pedestrian pathways, sidewalks, crosswalks, curb ramps, parks, new facility design, and existing facility renovations, upfits, and re-designs.
2. Provision of advertisement, bidding, and construction administration services.
3. Provision of construction observation and inspection services.
4. Provision of environmental engineering, geotechnical, and consulting services, including the preparation of studies and assessments.
5. Provision of environmental and transportation resiliency consulting services.
6. Provision of permitting services not limited to NCDOT Encroachment and driveway permits, State stormwater and erosion control permits, Town of Leland permits, FEMA Floodplain permits, Army Corps of Engineering permits, and permits related to facility construction.
7. Provision of surveying, mapping, and modeling studies.
8. Preparation of legal descriptions, boundary surveys, and other associated survey documents that may be needed for title preparation, deeds, easement, and right-of-way purposes.
9. Preparation of GIS maps and collection of field data associated with asset mapping or record data.
10. Review and preparation of mapping and modeling scenarios and studies.
11. Preparation of Engineering and Construction cost estimates.
12. Preparation of grant applications and administration of grant projects.
13. Attendance and facilitation of public meetings and public hearings with the Town Council, Planning Board, residents, and other stakeholders.
14. Preparation of various transportation studies, including traffic impact analyses and administration of transportation projects. North Carolina Department of Transportation (“NCDOT”) projects may require the firms to possess appropriate NCDOT certification.
15. All services provided should be in compliance with Title II of the Americans with Disabilities Act (ADA).

EXHIBIT B
INSURANCE CERTIFICATES

Provided by FIRM prior to executing contract.

DRAFT

**EXHIBIT C
FIRM'S RESPONSE**

Provided by FIRM prior to executing contract.

DRAFT