STANDARD SERVICE AGREEMENT

This AGREEMENT, dated as of September 4, 2026 "Execution Date" is entered into by and between Anchor QEA of North Carolina, PLLC, a North Carolina Professional Limited Liability Company, and affiliated companies, herein referred to as "Anchor QEA," and Town of Black Mountain, 160 Midland Avenue, Black Mountain, North Carolina 28711, United States, hereinafter called "CLIENT."

This AGREEMENT is to perform consulting services for the Assessment and Restoration Options for Flat Creek Greenway project.

PROVISIONS

ARTICLE 1: TERMS OF PAYMENT

A. Invoicing and Payment

Monthly invoices will be issued to the CLIENT for payment, representing the value of the Scope of Services completed to date. Payment is due within 30 calendar days from the date of the invoice. To the extent permissible by law, any undisputed invoice or portions thereof not paid within 30 calendar days shall bear interest at the rate permitted under the North Carolina Prompt Pay Act. If the CLIENT disputes any invoice or charge, they must notify Anchor QEA in writing within thirty (30) business days of receipt of the disputed invoice, and both parties shall work in good faith to resolve the dispute within thirty (30) calendar days. Any undisputed portion remains due and payable within the original payment terms. Final payment will be made upon completion of the Scope of Services, receipt of all deliverables, and all project-related documents required under this AGREEMENT.

B. Financial Adjustment and Overpayment Allocation

In the event of any overpayment, Anchor QEA reserves the right to offset such amounts against any future payments due from the CLIENT. This right extends beyond the specific agreement or project to any outstanding obligations the CLIENT may have with Anchor QEA.

C. Payment Default and Remedies

If the CLIENT fails to make payment within the specified timeframe, Anchor QEA may at its sole discretion:

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- Suspend ongoing services until full payment is received.
- Terminate this AGREEMENT for non-payment.
- Pursue legal action to recover outstanding balances, with CLIENT responsible for necessary collection and legal costs only in the manner and to the extent permitted under North Carolina law, including but not limited to the NC Tort Claims Act, and without waiver of CLIENT'S sovereign immunity.

D. Outstanding Payment Resolutions and Lien Rights

Anchor QEA reserves the right to:

- Engage a collection agency or initiate legal proceedings to recover unpaid amounts, including necessary attorneys' fees and court costs only in the manner and to the extent permitted under North Carolina law, including but not limited to the NC Tort Claims Act, and without waiver of CLIENT'S sovereign immunity.
- Place a lien on the CLIENT's assets, including project deliverables and real property, in accordance with applicable lien laws.

E. Legal Compliance and Subpoena Cost Reimbursement

In the event that Anchor QEA is required to respond to a subpoena, deposition, or other legal request related to the CLIENT's project, the CLIENT shall reimburse Anchor QEA for all reasonable costs incurred, including employee time, and other related expenses.

ARTICLE 2: OBLIGATION OF ANCHOR QEA

A. Scope of Work

Anchor QEA shall perform the agreed-upon Scope of Services to the agreed-upon Standard of Care. The parties agree that Anchor QEA's scope of work is limited to the services expressly outlined in the attached Scope of Services Document. Any services not included in the attached Scope of Services document are expressly excluded.

B. Independent Contractor

Anchor QEA is an independent contractor and will maintain complete control of and responsibility for its employees, agents, and operations.

C. Lower Tier Subcontracts

Anchor QEA shall not sublet or assign any of the work covered by this AGREEMENT, except with the prior written approval of the CLIENT and in compliance with the terms, provisions, and conditions of this AGREEMENT. Anchor QEA will bind all Lower Tier Subconsultants to the provisions of this AGREEMENT.

Neither this AGREEMENT nor any Lower Tier subcontract will create any contractual relationship between any Lower Tier Subconsultant and the CLIENT nor any liability of the CLIENT to any Lower Tier Subconsultant.

D. Standard of Care

In providing services under this AGREEMENT, Anchor QEA will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the community.

Anchor QEA warrants that the services will meet the agreed-upon specifications and Standard of Care but MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

E. Notice of Delay

The time schedule for the performance of services as set forth under this AGREEMENT is based on Anchor QEA's anticipation of the orderly and continuous progress of the project. If Anchor QEA is delayed in the performance of services by conditions beyond its control, Anchor QEA shall notify the CLIENT in

writing of the cause of delay and the amount of delay anticipated. Such notice shall be delivered to the CLIENT within five (5) days of the time Anchor QEA is aware of the delay. The CLIENT will not penalize Anchor QEA, whether financially or otherwise, for any delays beyond its control. Anchor QEA will be entitled to a reasonable extension of time to perform its scope of work under the AGREEMENT for delays beyond its control.

F. Insurance

Anchor QEA will maintain throughout this AGREEMENT the following insurance and will submit certificates verifying such to the CLIENT when requested: Anchor QEA shall cause Client to be listed as an additional insured on any applicable general liability insurance policy carried by Anchor QEA that is applicable to the scope of services.

1. Worker's compensation insurance as required by the state or province where the work is performed and Employers Liability insurance as follows:

   $1,000,000 each accident
   $1,000,000 each employee
   $1,000,000 disease aggregate

2. Commercial automobile liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with a $1,000,000 combined single limit.
3. Commercial general liability insurance covering claims for injuries arising out of any negligent act or omission of Anchor QEA or of any of its employees, agents, or subconsultants, with $1,000,000 per occurrence/general aggregate.
4. Professional liability insurance of $1,000,000, per claim and in the aggregate.

Anchor QEA will give the CLIENT thirty (30) days' notice of any cancellation of the policies or 10 days' notice for cancellation due to non-payment of premiums. CLIENT shall require all other consultants to have similar or greater coverages and limits.

G. Indemnification

Anchor QEA and the CLIENT mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability, or cost, including reasonable attorneys' fees and costs of defense, arising from the indemnitee's own negligent acts, negligent errors, or negligent omissions in the performance of their services under this AGREEMENT.

H. Consequential Damages

Notwithstanding any other provision of this AGREEMENT, and to the fullest extent permitted by law, neither the CLIENT nor Anchor QEA, their respective officers, directors, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the project or to this AGREEMENT. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may

have incurred from any cause of action, including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the CLIENT and Anchor QEA shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

I. Permits, Licenses, and Fees

Anchor QEA will obtain and pay for all permits and licenses required by law that are associated with Anchor QEA's performance of the Scope of Services and will give all necessary notices.

J. Access to Records

Anchor QEA will maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all invoiced amounts. Said records will be available for examination by the CLIENT during Anchor QEA's normal business hours for a period of 3 years after the final invoice to the extent required to verify the costs incurred hereunder.

K. Ownership

CLIENT retains ownership of all instruments of professional service developed by Anchor QEA under this AGREEMENT upon full payment of all balances due. Anchor QEA shall not be liable for any reuse or modification of these work products for purposes not anticipated or agreed to in writing by Anchor QEA under this AGREEMENT.

L. Equal Employment Opportunity

Anchor QEA, with regard to the work performed by it after approval and/or award and prior to completion of this contract, shall comply with all applicable provisions of Executive Agreement 11246 of September 24, 1965, as amended, the terms of which are incorporated herein by this reference and made a part of this AGREEMENT. Anchor QEA will provide equal employment opportunity and adhere to federal, state, and local laws pertaining thereto. Appropriate action will be taken by Anchor QEA with respect to itself and any of its subconsultants, vendors, and suppliers to ensure compliance with such laws. All federal, state, and local equal opportunity and affirmative action requirements with regard to race, gender, creed, color, age, religion, national origin, disability, or veteran status are incorporated into this AGREEMENT by reference. Anchor QEA will give all notices, pay all fees, and take all other action that may be necessary to conduct its business in accordance with all applicable statutes, ordinances, rules, and regulations including, without limitation, the above stated standards and acts, any statutes regarding qualification to do business, and any statutes prohibiting discrimination among employees because of race, creed, color, national origin, age, or sex.

M. Marketing Rights

CLIENT grants Anchor QEA permission to use non-confidential project information, including but not limited to designs, photographs, and outcomes, in marketing materials such as brochures, websites, and social media. Anchor QEA shall ensure that any such use respects the confidentiality obligations outlined in this AGREEMENT.

N. Attribution and Credit

Anchor QEA reserves the right to attribute project work to itself in promotional materials, including but not limited to case studies, press releases, and other public communications. CLIENT agrees that such attributions will not require additional approval unless explicitly requested in writing prior to project completion.

ARTICLE 3: GENERAL PROVISIONS

A. Waivers

No waiver by either party of any default by the other party in the performance of any provision of this AGREEMENT will operate as, or be construed as, a waiver of any future default, whether like or different in character.

B. Force Majeure

Neither party to this AGREEMENT will be liable for any failure or delay in performing its obligations under this AGREEMENT (except for payment obligations) due to events beyond its reasonable control ("Force Majeure Events"). Force Majeure Events include, but are not limited to, natural disasters (such as floods, fires, earthquakes, pandemics, or epidemics), explosions, wars, acts of terrorism, riots or civil unrest, government actions or orders, embargoes, blockades, national or regional emergencies, labor strikes or slowdowns, and shortages of power, materials, or transportation.

C. Authorization to Proceed

Execution of the AGREEMENT by the CLIENT will be authorization for Anchor QEA to proceed with the Scope of Services, unless otherwise provided for in this AGREEMENT.

D. No Third-Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than Anchor QEA and the CLIENT and has no third-party beneficiaries.

E. Jurisdiction

The laws of the State of North Carolina shall govern the validity, interpretation, performance, and enforcement of this AGREEMENT, as well as any claims related thereto. The venue for any legal action, mediation, or arbitration shall be in King County, Washington.

F. Disputes

Any dispute arising under this AGREEMENT may be settled by mediation in the State of North Carolina in accord with such procedures as may be acceptable to the parties.

G. Severability and Survival

If any provision of this AGREEMENT is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity or enforceability of any other provision. The parties agree that the remaining provisions shall remain in full force and effect as if the invalid, illegal, or unenforceable provision had never been included in this AGREEMENT.

To the fullest extent permitted by law, the parties further agree to replace any such invalid, illegal, or unenforceable provision with a valid and enforceable provision that most closely reflects the original intent and economic effect of the invalidated provision, upon consent of both parties.

All obligations, rights, warranties, indemnities, confidentiality obligations, and any provisions that by their nature should survive, including but not limited to those relating to **payment, intellectual property, and indemnification**, shall remain in effect beyond the termination, expiration, or completion of services under this AGREEMENT, regardless of the reason for termination.

Any attempt by either party to challenge or negate the enforceability of this section shall constitute a material breach of this AGREEMENT.

H. Term and Termination

This AGREEMENT begins on the Effective Date and continues until the services are completed.

Either party may terminate this AGREEMENT immediately by written notice if the other party:

1. Materially breaches this AGREEMENT and fails to cure the breach within 15 calendar days after receiving written notice;
2. Becomes insolvent or unable to pay its debts when due;
3. Files for bankruptcy or becomes subject to involuntary bankruptcy not dismissed within 30 days;
4. Is dissolved or liquidated;
5. Makes a general assignment for the benefit of creditors; or
6. Has a receiver, trustee, or similar agent appointed over a substantial portion of its assets.

I. Complete Agreement

This AGREEMENT constitutes the complete and final understanding between the parties. The CLIENT may adjust the Scope of Services by either adding to or deleting from the services to be performed. If such adjustment increases or decreases the cost or time required for Anchor QEA's Scope of Services, adjusting compensation and/or time will be mutually agreed upon in writing. Additional services provided by Anchor QEA will be entitled to additional compensation or extension of time only as authorized in writing by the CLIENT.

J. Confidentiality

All business records not subject to disclosure or not required to be disclosed pursuant to North Carolina law, including but not limited to the North Carolina Public Records Act, are deemed confidential when disclosed by one party to the other.

These obligations shall survive the termination or completion of this AGREEMENT.

K. Change Order

If additional work beyond the original scope or schedule is required, Anchor QEA will submit Change Order Requests for approval. The CLIENT agrees to compensate Anchor QEA for any such additional work at the agreed-upon rates. Anchor QEA is not obligated to perform work related to unapproved Change Order Requests. Change Order Request approvals must be timely and in writing. The CLIENT's failure to timely approve a change order in writing relieves Anchor QEA from performing the Change Order Request's work.

Anchor QEA will not be held liable for delay damages as a result of the CLIENT's failure to timely approve a Change Order Request. Failure to tender payment to Anchor QEA for performances rendered under an approved Change Order Request shall be considered a material breach of this AGREEMENT.

L. Attachments and Schedules

The attached provisions within Attachment - *Federally Required Terms and Conditions,* are included solely to address specific requirements that may apply when this agreement is funded, in whole or in part, by federal sources. These provisions are intended to supplement the terms of the standard agreement and do not modify or override its existing terms and conditions.

Nothing in the attached provisions shall alter the parties' obligations related to indemnification, standard of care, or any other core terms of the standard agreement. In the absence of federal funding, the attached provisions shall not apply.

The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment 1: Scope of Services and Budget

Attachment 2: Federally Required Terms and Conditions

This AGREEMENT represents the entire agreement between the parties, supersedes all prior agreements and understandings, and may be changed only by written amendment executed by both parties.

Approved for Anchor QEA		**Accepted for Town of Black Mountain,**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____