

Town of Huntersville

REQUEST for QUALIFICATIONS (RFQ)

PROFESSIONAL ENGINEERING SERVICES

TITLE: NC115 North Improvements (HL-0056)
ISSUE DATE: August 15, 2024
SUBMITTAL DEADLINE: September 12, 2024
ISSUING AGENCY: TOWN OF HUNTERSVILLE

SYNOPSIS

SUBCONSULTANTS ARE PERMITTED UNDER THIS CONTRACT.

This contract shall be partially reimbursed with State funding through the North Carolina Department of Transportation (hereinafter referred to as the Department). The solicitation, selection, and negotiation of a contract shall be conducted in accordance with both the Department and Town of Huntersville (hereinafter referred to as the Town) requirements and guidelines.

Local Government Agency's (LGA), Town, will be responsible for scoring the RFQs and entering into an agreement with the selected Firm for the deliverable.

The primary and/or subconsultant firm(s) shall be pre-qualified by the Department to perform ANY COMBINATION of the Discipline Codes listed below for the Town. Discipline Codes required are:

- 32 – Categorical Exclusions/Minimum Criteria Determination Checklists
- 62 – Environmental Assessment/Finding of No Significant Impact
- 66 – Environmental Impact Statement/Record of Decision
- 70 – Erosion and Sediment Control Design
- 152 – Pavement Design
- 155 – Pavement Marking Plans
- 173 – Public Water Distribution Systems
- 203 – Sanitary Sewer Collection Systems
- 207 – Signal Design
- 243 – Threatened and Endangered Species Survey & Studies

- **247 – Traffic Management Plan – Level 3 and 4**
- **269 – Urban Roadway Design**
- **270 – Utility Coordination**
- **280 – Wetland and Stream Delineation**
- **287 – Wetland, Stream and Buffer Permitting**
- **360, 361 & 362 – Topographic, Boundary and Easement Surveying**
- **433 – Tier 1 Basic Hydrologic and Hydraulic Design**

WORK CODES for each primary and/or subconsultant firm(s) **SHALL** be listed on the respective RS-2 FORMS (see section ‘SUBMISSION ORGANIZATION AND INFORMATION REQUIREMENTS’).

This RFQ is to solicit responses (REQUEST for QUALIFICATION) from qualified firms to provide professional consulting services to:

Furnish an environmental assessment, engineering design, drawings, details, analysis, special provisions, estimates and other items incidental and necessary to develop final contract plans and documents for the subject project. The design shall follow NCDOT 2024 standards and specifications as well as the current AASHTO Policy on Geometric Designs of Highways and Streets. The plans and specifications shall be in accordance with NCDOT policies and procedures, the National Environmental Policy Act (NEPA), Americans with Disabilities Act (ADA) and all other appropriate environmental laws and regulations, applicable local, North Carolina State, and Federal laws, guidelines, and standards.

Electronic RFQs should be submitted in .pdf format using software such as Adobe, Bluebeam, CutePDF PDF Writer, Docudesk deskPDF, etc.

RFQs SHALL be received ELECTRONICALLY (preferred method), MAILED, or HAND-DELIVERED no later than 2:00 PM, SEPTEMBER 12, 2024. Electronic submittals are preferred.

The address for electronic deliveries is: dnorton@huntersville.org

**The address for mailings is:
Attn: Dillon Norton
Town of Huntersville Engineering
PO Box 664
Huntersville, NC 28070**

**The address for hand-deliveries is:
Attn: Dillon Norton
Town of Huntersville Engineering
105 Gilead Road, Suite 300
Huntersville, NC 28078**

RFQs received after this deadline will not be considered.

Except as provided below any firm wishing to be considered must be properly registered with the Office of the Secretary of State and with the North Carolina Board of Examiners for Engineers and Surveyors. Any firm proposing to use corporate subsidiaries or subcontractors must include a statement that these companies are properly registered with the North Carolina Board of Examiners for Engineers and Surveyors and/or the NC Board for Licensing of Geologists. The Engineers performing the work and in responsible charge of the work must be registered Professional Engineers in the State of North Carolina and must have a good ethical and professional standing. It will be the responsibility of the selected private firm to verify the registration of any corporate subsidiary or subcontractor prior to submitting a Letter of Interest. Firms which are not providing engineering services need not be registered with the North Carolina Board of Examiners for Engineers and Surveyors. Some of the services being solicited may not require a license. It is the responsibility of each firm to adhere to all laws of the State of North Carolina.

The firm must have the financial ability to undertake the work and assume the liability. The selected firm(s) will be required to furnish proof of Professional Liability insurance coverage in the minimum amount of \$1,000,000.00. The firm(s) must have an adequate accounting system to identify costs chargeable to the project.

SCOPE OF WORK

The **Town of Huntersville** (Town) is soliciting proposals for the services of a firm/team for the following contract scope of work:

The improvements will include upgrades to provide additional vehicle capacity as well as quality safety provisions for bicycle and pedestrian traffic, see Figure 1 below for a vicinity map showing the prospective project area. The Town had a feasibility study completed in 2021 as a part of the funding process, see Appendix A for a concept corridor plan and road section. The concept section includes four travel lanes with a divided median, two separated bicycle lanes, associated curb and gutter, and two 6' sidewalks. It is anticipated that the project will also include culvert improvements, utility relocation, signage, etc. The Town reserves the right to alter this concept road plan and section during the design process.

PROPOSED CONTRACT TIME: Estimated contract time is TWO (2) YEARS

PROPOSED CONTRACT PAYMENT TYPE: LUMP SUM

Figure 1:



SUBMITTAL REQUIREMENTS

All RFQs are limited to **FIFTEEN (15)** pages (RS-2 forms are not included in the page count) inclusive of the cover sheet and shall be typed on 8-1/2" x 11" sheets, single-spaced, one-sided.

Fold out pages are not allowed. In order to reduce costs and to facilitate recycling; binders, dividers, tabs, etc. are prohibited. One staple in the upper left-hand corner is preferred.

RFQs containing more than **FIFTEEN (15)** pages will not be considered.

The selected consultant is required to enter into an agreement with the Town and must comply with the Town's standard terms and conditions, see Appendix B.

ONE (1) total copy of the RFQ should be submitted (electronic or paper).

Firms submitting RFQs are encouraged to carefully check them for conformance to the requirements stated above. If RFQs do not meet ALL of these requirements they will be disqualified. No exception will be granted.

SELECTION PROCESS

Following is a general description of the selection process:

- The Local Government Agency's (LGA) Selection Committee will review all qualifying RFQ submittals.
- For Project-Specific Contracts (non On-Call type contracts), the LGA's Selection Committee MAY, at the LGA's discretion, shortlist a minimum of three (3) firms to be interviewed. IF APPLICABLE, dates of shortlisting and dates for interviews are shown in the section SUBMISSION SCHEDULE AND KEY DATES at the end of this RFQ.
- In order to be considered for selection, consultants must submit a complete response to this RFQ prior to the specified deadlines. Failure to submit all information in a timely manner will result in disqualification.

TITLE VI NONDISCRIMINATION NOTIFICATION

The LGA in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all RESPONDENTS that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit REQUEST for QUALIFICATION (RFQs) in response to this ADVERTISEMENT and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

SMALL PROFESSIONAL SERVICE FIRM (SPSF) PARTICIPATION

The Department encourages the use of Small Professional Services Firms (SPSF). Small businesses determined to be eligible for participation in the SPSF program are those meeting size standards defined by Small Business Administration (SBA) regulations, 13 CFR Part 121 in Sector 54 under the North American Industrial Classification System (NAICS). The SPSF program is a race, ethnicity, and gender neutral program designed to increase the availability of contracting opportunities for small businesses on federal, state or locally funded contracts. SPSF participation is not contingent upon the funding source.

The Firm, at the time the Letter of Interest is submitted, shall submit a listing of all known SPSF firms that will participate in the performance of the identified work. The participation shall be submitted on the Department's Subconsultant Form RS-2. RS-2 forms may be accessed on the Department's website at [NCDOT Connect Guidelines & Forms](#).

The SPSF must be qualified with the Department to perform the work for which they are listed.

ANTIDISCRIMINATION AND HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

During the performance of the RFQ, the Firm shall not discriminate against or deny the Firm's benefits to any person on a basis of sex (including sexual orientation, gender identity, and pregnancy), national origin, race ethnic background, color, religion, age, genetic information, or disability. The Town is committed to providing opportunity for HUB and encourages RFQ from the Minority Business Enterprises (MBE) and Women Businesses Enterprises (WBE).

PREQUALIFICATION

The Department maintains on file the qualifications and key personnel for each approved discipline, as well as any required samples of work. Each year on the anniversary date of the company, the firm shall renew their prequalified disciplines. If your firm has not renewed its application as required by your anniversary date or if your firm is not currently prequalified, please submit an application to the Department **prior to submittal of your RFQ**. An application may be accessed on the Department's website at [Prequalifying Private Consulting Firms](#) -- Learn how to become Prequalified as a Private Consulting Firm with NCDOT. Having this data on file with the Department eliminates the need to resubmit this data with each letter of interest.

Professional Services Contracts are race and gender neutral and do not contain goals. However, the Respondent is encouraged to give every opportunity to allow Disadvantaged, Minority-Owned and Women-Owned Business Enterprises (DBE/MBE/WBE) subconsultant utilization on all RFQs, contracts and supplemental agreements. The Firm, subconsultant and subfirm shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract.

DIRECTORY OF FIRMS AND DEPARTMENT ENDORSEMENT

Real-time information about firms doing business with the Department, and information regarding their prequalifications and certifications, is available in the Directory of Transportation Firms. The Directory can be accessed on the Department's website at [Directory of Firms](#) -- Complete listing of certified and prequalified firms.

The listing of an individual firm in the Department's directory shall not be construed as an endorsement of the firm.

SELECTION CRITERIA

All prequalified firms who submit responsive REQUEST for QUALIFICATION will be considered.

In selecting a firm/team, the selection committee will take into consideration qualification information including such factors as:

1. **TEAM QUALIFICATIONS - 30%** = Firm's technical expertise, familiarity with the scope of services and past performance with similar services and projects, including state and/or federally funded projects.

2. **TEAM EXPERIENCE - 30%** = The experience of the firm's proposed staff to perform the type of work required, including quality of work, capacity to do work, timeliness, and cost control.
3. **TECHNICAL APPROACH - 40%** = Firm's understanding of the project specific issues, risk assessment and responsibility in delivering services for the advertised project.

After reviewing qualifications, if firms are equal on the evaluation review, then those qualified firms with proposed Small Professional Services Firm (SPSF) participation will be given priority consideration.

SUBMISSION ORGANIZATION AND INFORMATION REQUIREMENTS

The RFQ should be addressed to **Dillon Norton, Project Coordinator** and must include the name, address, telephone number, and e-mail address of the prime consultant's contact person for this RFQ.

The RFQ must also include the information outlined below:

Chapter 1 - Introduction

The Introduction should demonstrate the consultant's overall qualifications to fulfill the requirements of the scope of work and should contain the following elements of information:

- Expression of firm's interest in the work;
- Statement of whether firm is on register;
- Date of most recent private engineering firm qualification;
- Statement regarding firm's(') possible conflict of interest for the work; and
- Summation of information contained in the letter of interest.

Chapter 2 - Team Qualifications

This chapter should elaborate on the general information presented in the introduction, to establish the credentials and experience of the consultant to undertake this type of effort. The following must be included:

1. Identify recent, similar projects the firm, acting as the prime consultant, has conducted which demonstrates its ability to conduct and manage the project. Provide a synopsis of each project and include the date completed, and contact person.
2. If subconsultants are involved, provide corresponding information describing their qualifications as requested in bullet number 1 above.

Chapter 3 - Team Experience

This chapter must provide the names, classifications, and location of the firm's North Carolina employees and resources to be assigned to the advertised work; and the professional credentials and experience of the persons assigned to the project, along with any unique qualifications of key personnel. Although standard personnel

resumes may be included, identify pertinent team experience to be applied to this project. Specifically, the Department & Town are interested in the experience, expertise, and total quality of the consultant's proposed team. If principals of the firm will not be actively involved in the study/contract/project, do not list them. The submittal shall clearly indicate the Consultant's Project Manager, other key Team Members and his/her qualifications for the proposed work. Also, include the team's organization chart for the Project / Plan. A Capacity Chart / Graph (available work force) should also be included. Any other pertinent information should also be listed in this section.

Note: If a project team or subconsultant encounters personnel changes, or any other changes of significance dealing with the company, Department & Town should be notified immediately.

Chapter 4 - Technical Approach

The consultant shall provide information on its understanding of, and approach to accomplish, this project, including their envisioned scope for the work and any innovative ideas/approaches, and a schedule to achieve the dates outlined in this RFQ (if any project-specific dates are outlined below).

APPENDICES-

CONSULTANT CERTIFICATION Form RS-2

Completed Form RS-2 forms SHALL be submitted with the firm's letter of interest. This section is not limited to the number of pages required to provide the requested information.

Submit Form RS-2 forms for the following:

- **Prime Consultant firm**
 - Prime Consultant Form RS-2 Rev 2/21/23; and

- **ANY/ALL Subconsultant firms** to be, or anticipated to be, utilized by your firm.
 - Subconsultant Form RS-2 Rev 2/21/23.
 - In the event the firm has no subconsultant, it is required that this be indicated on the Subconsultant Form RS-2 by entering the word "None" or the number "ZERO" and signing the form.

Complete and sign each Form RS-2 (instructions are listed on the form).

The required forms are available on the Department's website at:

<https://connect.ncdot.gov/business/consultants/Pages/Guidelines-Forms.aspx>

[Prime Consultant Form RS-2](#)

[Subconsultant Form RS-2](#)

All submissions, correspondence, and questions concerning this RFQ should be directed to **Dillon Norton, Project Coordinator** at **dnorton@huntersville.org**.

IF APPLICABLE, questions may be submitted electronically only, to the contact above. Responses will be issued in the form of an addendum available to all interested parties. Interested parties should also send a request, by email only, to the person listed above to be placed on a public correspondence list to ensure future updates regarding the RFQ or other project information can be conveyed. Questions must be submitted to the person listed above no later than **September 3, 2024**. The last addendum will be issued no later than **September 6, 2024**.

SUBMISSION SCHEDULE AND KEY DATES

RFQ Release – **August 15, 2024**

Deadline for Questions – **September 3, 2024**

Issue Final Addendum – **September 6, 2024**

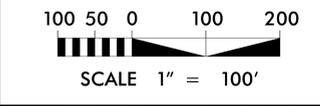
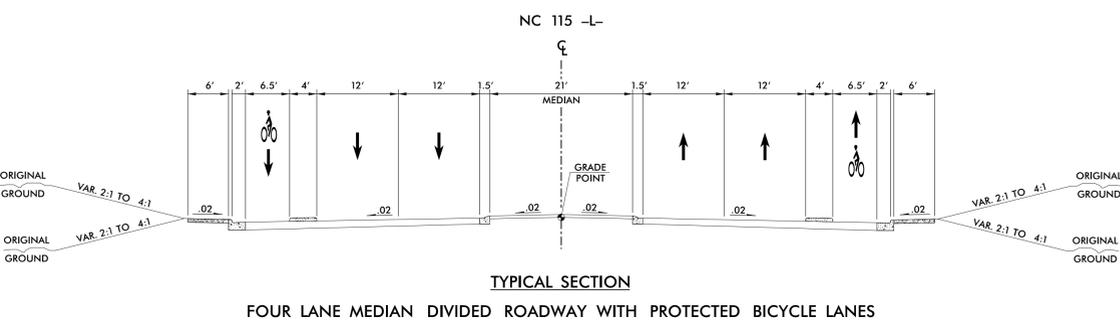
Deadline for RFQ Submission – **September 12, 2024**

Firm Selection and Notification – **November 8, 2024**

Anticipated Notice to Proceed – **December 2024**

APPENDIX A

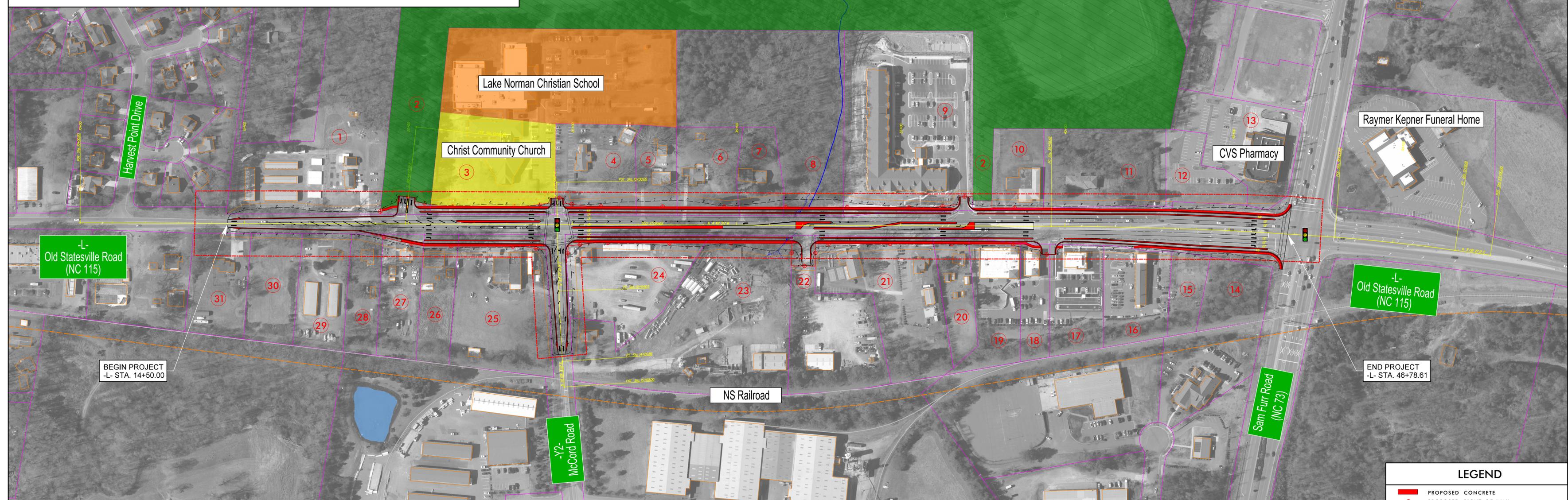
(CONCEPT PLAN)



**OLD STATESVILLE ROAD (NC 115)
CRTPO FUNDING APPLICATION**

9/24/2021

SUBJECT TO CHANGE WITHOUT NOTICE



| CURVE DATA (-L-) | | CURVE DATA (-Y2-) | |
|-----------------------------------|-----------------------------------|-----------------------------------|--|
| PI Sta 43+90.66 | PI Sta 50+06.93 | PI Sta 13+12.46 | |
| $\Delta = 4^{\circ}07'32.8"$ (RT) | $\Delta = 3^{\circ}02'26.2"$ (RT) | $\Delta = 2^{\circ}04'14.0"$ (LT) | |
| $D = 0^{\circ}28'38.5"$ | $D = 1^{\circ}02'30.3"$ | $D = 0^{\circ}57'17.7"$ | |
| $L = 864.0'$ | $L = 268.87'$ | $L = 268.87'$ | |
| $T = 432.24'$ | $T = 184.43'$ | $T = 108.43'$ | |
| $R = 12,000.00'$ | $R = 5,500.00'$ | $R = 6,000.00'$ | |
| $e = NC$ | $e = RC$ | $e = NC$ | |

DESIGN CRITERIA:
NC 115 FROM McCORD RD TO SAM FURR RD (NC 73)

| | |
|------------------|------------------|
| DESIGN SPEED | = 50 MPH |
| ADT 2018 | = 19,500 |
| ADT 2045 | = 41,100 |
| MIN. RADIUS | = 928' |
| MAX. GRADE | = 7% |
| MIN. GRADE | = 0.3% |
| SUPER ELEV. RATE | = 4% |
| FUNC. CLASS | = URBAN ARTERIAL |
| TERRAIN | = ROLLING |

PROPERTY OWNERS

| | | | |
|---|--|---|---------------------------------|
| 1 BENCHMARK LAND LLC | 9 BELLAMOR AT THE PARK LLC | 17 CHARLOTTE METRO FEDERAL CREDIT UNION | 25 JIMMIE J DOVE |
| 2 MECKLENBURG COUNTY | 10 FNGUY LLC | 18 DIANNE FARM I LLC | 26 JIMMIE JAKE DOVE |
| 3 CHRIST COMMUNITY HUNTERSVILLE INC | 11 HUNTERSVILLE CROSSING REAL ESTATE LLC | 19 INVESTICORE PROP CO 3 LLC | 27 TRAVIS ADAMS INVESTMENTS LLC |
| 4 CHRIST COMMUNITY HUNTERSVILLE INC | 12 HUNTERSVILLE CROSSING REAL ESTATE LLC | 20 KHARELLC | 28 ELLE PROPERTIES LLC |
| 5 CHRIST COMMUNITY CHURCH OF HUNTERSVILLE INC | 13 THE KATZ FAMILY TRUST | 21 ONE EYED PIRATE GROUP LLC | 29 DAVID S KNOX |
| 6 CHRIST COMMUNITY CHURCH OF HUNTERSVILLE INC | 14 HUNTERSVILLE CORNER LLC | 22 GEORGE R B MOORE FAMILY TRUST | 30 MARY ANN TURETSKY |
| 7 CHRIST COMMUNITY CHURCH OF HUNTERSVILLE INC | 15 RYLAND A WINSTON JR | 23 THOMAS CONCRETE OF CAROLINA INC | 31 THE DOGGE BARBER LLC |
| 8 JOSEPH B GROOMS JR | 16 HUNTERSVILLE INVESTMENTS LLC | 24 LAYTON P HOLSINGER | |

LEGEND

| | |
|--|--------------------------------------|
| | PROPOSED CONCRETE |
| | PROPOSED RIGHT-OF-WAY |
| | PONDS |
| | CREEKS AND STREAMS |
| | RAILROAD |
| | PROPOSED CHARLOTTE-MOORESVILLE TRAIL |
| | CHURCHES |
| | SCHOOLS |
| | PARKS |
| | PROPERTY LINES |
| | STUDY AREA |
| | EXISTING TRAFFIC SIGNAL |

APPENDIX B

(DRAFT OF TOWN'S PROFESSIONAL ENGINEERING SERVICES CONTRACT)



101 Huntersville-Concord Rd
Huntersville, NC 28078
(704) 875-6541

**CONTRACT FOR PROFESSIONAL
ENGINEERING SERVICES**

CONSULTANT: Name:

PROJECT:

Address:

**PROJECT
ADDRESS:**

Phone #

Project Manager Name:

Project Manager:

This Contract for Professional Services, and all exhibits, (collectively this “Contract”) is entered into this ____ day of _____, 20____ by and between, the Town of Huntersville, a municipal corporation of the State of North Carolina, (the “Town”) and Consultant Name (the “Consultant”) located at Consultant Address.

WITNESSETH:

For and in consideration of the mutual promises set forth in this Contract, the sufficiency of which is acknowledged by the parties hereto, the parties do mutually agree as follows:

- 1. Scope of Services. The Consultant agrees to perform for the Town the following services according to the following requirements:

The Consultant agrees to provide professional engineering services needed to complete the project. Such professional engineering services shall constitute the “Work.” The Scope of Services and Consultant’s Fee Schedule are attached as Exhibits C and D, which are incorporated herein by reference. Additional (extra) services are defined as any work not included in the Scope of Services in Exhibit C that are requested by the Town or any review agencies (“Additional Services”). Additional Services will be billed at the Consultant’s billing rates as shown on the attached Exhibit E, which is incorporated herein by reference. The Consultant represents to the Town that the hourly billing rates are the Consultants standard billing rates. The Consultant may adjust the hourly rates shown on the attached Exhibit E only if and to the extent that the Consultant’s standard billing rates are adjusted. The Consultant shall provide thirty (30) days advanced notice to the Town in writing of any increases to the Consultant’s standard billing rates. Upon receipt of such notice, the Town shall have the option of terminating this Agreement within the thirty (30) day notice period given by the Consultant. Any meetings not included in the Scope of Services in Exhibit C will be considered Additional Services. Additional Services will be identified either in writing or by verbal communication but must be approved in writing by Town before

proceeding to perform such Additional Services.

The Consultant will be responsible for providing properly licensed engineers to complete the Work in accordance with the standard of care ordinarily used by members of the Consultant's engineering profession practicing under similar circumstances and at the same time in Mecklenburg County. In addition to the indemnification obligations contained in the Standard Terms and Conditions attached to this Contract, the Consultant further agrees to indemnify and save harmless the Town from all claims and liabilities to the extent caused by the negligent errors or omissions of the Consultant, including its engineers, technicians or subcontractors.

The Consultant agrees to coordinate its Work with the work of any other separate professional services, Consultants or with the work of the Town's own forces to avoid delaying or interfering with their work.

The Consultant must be properly registered with the North Carolina Board of Examiners for Engineers and Surveyors and must be properly authorized to conduct business in the state of North Carolina. The engineers performing the Work, and in responsible charge of the Work, must be a licensed Engineer in the State of North Carolina and must have a good ethical and professional standing.

The Town reserves the right to terminate the professional service contract of the Consultant based on the Consultant's breach of this Contract (ex: schedule, responsiveness, quality of design, accuracy of documents etc.). The Town reserves the right to modify the Scope of Work described in Exhibit C Scope of Services, and in such event the Town and Consultant shall negotiate in good faith to make corresponding modifications to the Fee Schedule in Exhibit D.

2. Contract Insurance. Consultant shall be required to purchase and maintain during its performance under this Contract insurance coverage as shown on the Insurance Requirements as stated in Exhibit B, which is incorporated herein by reference. With the exception of Worker's Compensation and Professional Liability policies, all insurance purchased shall have a specific endorsement, copy of which shall be provided to the Town, naming the Town as an additional insured and for all insurance purchased, an endorsement providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the Town.
3. Standard Terms and Conditions. The Standard Terms and Conditions, attached hereto as Exhibit A, shall be a part of this Contract. The Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.
4. Historically Underutilized Businesses (HUB). It is the policy of the Town of to provide minorities and women equal opportunity for participating in all aspects of the Town's contracting and procurement programs, including but not limited to employment, construction development projects, materials/services contracts and/or lease agreements, consistent with the laws of the State of North Carolina.
5. Time for Performance of the Work. The Work will begin within ten (10) days of

receipt of the Notice to Proceed from the Town. The Consultant and the Town recognize that time is of the essence for completion of the Work. Any Notice to Proceed shall also contain a date that the Consultant shall complete the Work by (the "Date of Completion"). The terms of this Contract shall apply to every Notice to Proceed issued by the Town.

6. Payment for Services. In consideration of the above services, the Town will pay the Consultant, in accordance with the submitted fee schedule in Exhibit D, attached hereto and incorporated by reference, plus reimbursable expenses at the Consultant's actual cost up to, but not exceeding, the lump sum stated in the Fee Schedule in Exhibit D. Consultant will submit monthly invoices for Work performed based upon the Consultant's estimate of the percentage of the total Work completed during the billing period which shall be paid thirty (30) days after receipt of undisputed invoices delivered. Additional Services will be billed as provided in Paragraph 1 above in accordance with the hourly fee schedule shown on Exhibit E, attached hereto and incorporated by reference. If any invoice is disputed by the Town, in whole or in part, it shall provide a written explanation for such dispute to Consultant within five days of receipt of the invoice and shall pay all undisputed amounts therein.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Huntersville, North Carolina, this _____ day of _____, 20_____.

Consultant

Town of Huntersville

Name:

Name of Consultant (type or print)

Town Manager

By:

(Signature)

Attest: _____
Town Clerk

Title:

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

Attest:

(Secretary, if a corporation)

Finance Director

EXHIBIT A

STANDARD TERMS & CONDITIONS

1. **Acceptance.** Consultant's acknowledgment of the terms of this Contract constitutes an agreement to: (i) all terms and conditions set forth or referenced herein, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to this Contract (including without limitation any request for proposals or invitation for bids or Consultant's response thereto) that deal with the same subject matter as this Contract, and (iv) any other terms and conditions of a written agreement signed by Consultant and the Town that deals with the same subject matter as this Contract (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Consultant and the Town with respect to the purchase by the Town of the: (i) goods ("Goods") and/or (ii) services provided or work performed ("Services") as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to the Town shall control. No additional or supplemental provision or provisions in variance herewith that may appear in Consultant's quotation, acknowledgment, invoice, or in any other communication from Consultant to the Town shall be deemed accepted by or binding on the Town. The Town hereby expressly rejects all such provisions which supplement, modify, or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until the Town's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by the Town are subject to correction.
2. **Entire Agreement.** These terms and conditions and any other specifications contained in any other documents referenced shall constitute and represent the complete and entire agreement between the Town and Consultant and supersede all previous communications, either written or verbal with respect to the subject matter of this Contract.
3. **Changes, Additions, Deletions.** No changes, additions, deletions, or substitutions of scope of work, specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charges or price will be permitted without the prior written approval from the Town.
4. **Relationship of the Parties.** The Consultant is an independent Contractor and not an employee of the Town. The conduct and control of the work will lie solely with the Consultant. The Contract shall not be construed as establishing a joint venture, partnership, or any principal-agent relationship for any purpose between the Consultant and the Town. Employees of the Consultant shall remain subject to the exclusive control and supervision of the Consultant, which is solely responsible for their compensation.
5. **Prices.** If Consultant's price or the regular market price of any of the Goods or Services covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods or performance of such Services, Consultant agrees to give the Town the benefit of such lower price on any such Goods or Services. In no event shall Consultant's price be higher than the price last quoted or last charged to the Town unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents.
6. **Taxes.** Any applicable taxes shall be invoiced as a separate item.
7. **Substitutions.** No substitutions or cancellations shall be permitted without prior written approval from the Town.
8. **Indemnification.** To the greatest extent allowed by North Carolina law, the Consultant shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees ("Claims"). In the event that any portion of the Service

performed under the Contract shall be defective in any respect whatsoever, the Consultant shall indemnify and save harmless the Town, its officers, agents, employees, and assigns from all loss or the payment of all sums of money, but only to the extent allowed by law.

9. **Invoices and Payment Terms.** It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing that does not comply with this provision will subject the Contract to cancellation. Upon satisfactory delivery of the Goods or satisfactory completion of the Work, all invoices and statements shall reference the Contract number and be submitted to: Town of Huntersville, Accounts Payable, PO Box 664, Huntersville, North Carolina, 28070. Payment terms are Net 30 days after receipt of correct, undisputed invoice or acceptance of Goods or Services, whichever is later.

When the Contract is for construction services, the Consultant will submit monthly Requests for Payment for Work performed, for review. The Request for payment shall be based upon the Consultant's estimate of the percentage of the total Work completed during the period represented on the Request for Payment. The Consultant must certify that the Work represented in the Consultant's Request for Payment has been completed in accordance with the Contract Documents and certify that the Request for Payment is appropriate for payment before the Town shall be obligated to make such payment to the Consultant. If any Request for Payment is disputed by the Town, in whole or in part, the Town shall provide a written explanation for such dispute to Consultant within five days of receipt of the certified Request for Payment and shall pay all undisputed amounts therein.

10. **Anti-Discrimination and Equal Employment.** During the performance of the Contract, Consultant shall comply with all federal and state requirements concerning fair and equal employment and shall not discriminate against or deny the Contract's benefits to any person on the basis of race, religion, color, creed, national origin, age, sex (including sexual orientation, gender identity, and pregnancy), disability or handicapping condition, or genetic information.
11. **Insurance.** The Consultant shall provide the insurance coverages shown on Exhibit B, attached hereto and incorporated herein by reference. The Consultant shall provide the Town with a North Carolina Certificate of Insurance and such endorsements as may be required by the Contract Documents prior to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. Such certificates of insurance shall be considered part of the Contract.
12. **Ethics in Public Contracting.** By submitting their prices and acceptance of this Contract, all Consultants certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer, or subcontractor in connection with their offer, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
13. **Applicable Laws and Courts.** All Town Contracts for Services shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation, and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina. The Consultant represents and warrants that it shall comply with all applicable federal, state, and local laws, regulations, and orders, including, not limited to, licensure requirements.
14. **Codes and Permits.** When applicable, the Consultant shall obtain all required permits, , give all required notices, and comply with all laws, ordinances, codes, rules, and regulations bearing on the conduct of the work under this contract. If the Consultant observes that the drawings and specifications are at variance

therewith, he shall promptly notify the designer in writing. All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable. If the Consultant performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising therefrom.

15. **License Requirement.** If applicable, the Consultant must be a licensed General Contractor as required by North Carolina General Statutes Section 87-1 and must have a good ethical and professional standing with the North Carolina General Consultant's Licensing Board. The Consultant will be responsible for providing properly qualified, licensed (if required) personnel to complete the Work in accordance with the standard of care ordinarily used by members of the Consultant's profession practicing under similar circumstances and at the same time in Mecklenburg County.
16. **Strict Compliance.** The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
17. **Assignment.** Consultant may not assign, pledge, or in any manner encumber Consultant's rights under this Contract or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent.
18. **General Provisions.** The Town's remedies as set forth herein are not exclusive. Any delay or omission by the Town in exercising any right hereunder, or any waiver by the Town of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
19. **Warranties.** The Consultant warrants it shall adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town of Huntersville in the performance of the Services outlined in this Contract and any attached specifications. Consultant warrants that any finished work completed hereunder shall also adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town of Huntersville. Consultant warrants that all Services delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance, or payment by the Town of the Services and shall run to the Town and any user of the Services. Consultant warrants that all Services will be performed in a professional and workman like manner in accordance with best industry practices. This express warranty is in addition to Consultant's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or in equity, the Town shall be entitled to consequential and incidental damages.
20. **Quality and Workmanship.** All work shall be performed to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the Services provided.
21. **Default.** The Town may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by the Consultant. In addition to any other remedies available to the Town in law or equity, the Town may procure upon such terms as the Town shall deem appropriate, Services substantially similar to those so terminated, in which case the Consultant shall be liable to the Town for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.
22. **Termination for Convenience.** The Town shall have the right, without assigning any reason therefore, to terminate any work under the Contract, in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from the Town to Consultant. If the Contract is terminated by the Town in accordance with this paragraph, the Consultant will be paid in an amount which bears the same ratio to the total compensation as does the Services actually delivered or performed to the total originally

- contemplated in the Contract. The Town will not be liable to the Consultant for any costs for materials acquired or contracted for if such costs were incurred prior to the date of this Contract.
23. **Risk of Loss.** Risk of Loss for all supplies, materials, the Work performed, and the Project as it is being constructed, shall be on the Consultant until such time as substantial completion is achieved, and approved by the Town.
 24. **No Third-Party Beneficiaries.** There shall be no intended nor incidental third-party beneficiaries of this Contract. Consultant shall include in all contracts, subcontracts, or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party beneficiaries.
 25. **Valid Contract for Services.** In order for a Contract for Services of the Town to be valid, it must be executed by the Town Manager or his or her authorized designee, and must be pre-audited in that manner required by the Local Government Budget and Fiscal Control Act, as the same may be amended.
 26. **Verification of Work Authorization.** Consultant shall comply with, and require all Contractors and subcontractors to comply with, the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," sometimes known as E-verify, for all contractors and subcontractors.
 27. **Iran Divestment List.** With the execution hereof, Consultant, certifies that they are not on the Iran Final Divestment List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.58, and will not contract with anyone on such List in performance of the work hereunder.
 28. **Buyer.** All references to Buyer or Town, throughout these terms and conditions, shall refer to the Town of Huntersville, North Carolina.
 29. **Consultant.** All references to Consultant, Seller, or Contractor throughout these terms and conditions shall refer to the Consultant identified on page 1 of this Contract.
 30. **Availability of Funds.** Any and all payments to the Consultant are dependent upon and subject to the availability of funds to the Town for the purpose set forth in this agreement.
 31. **Severability.** If any provision of this Contract is found to be invalid or unlawful, then remainder of this Contract shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.
 32. **Companies that Boycott Israel.** With the execution hereof, Consultant, certifies that they are not on the Companies that Boycott Israel List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.80, and will not contract with anyone on such List in performance of the work hereunder.
 33. **Governmental Immunity.** Nothing contained in this Contract shall constitute a waiver of the Town's governmental immunity or of any limitation on liability or damages created by law.

EXHIBIT B
MINIMUM INSURANCE REQUIREMENTS

The Work under this Contract shall not commence until the Consultant has obtained all required insurance and verifying certificates of insurance have been approved in writing by the Town. The Town shall be named as additional insured on all policies, except Worker's Compensation and Professional Liability policies. These certificates shall document that coverages afforded under the policies will not be cancelled until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the Town of such cancellation. If endorsements are needed to comply with the notification or other requirements of this article copies of the endorsements shall be submitted with the certificates.

a. **Worker's Compensation and Employer's Liability**

The Consultant shall provide and maintain, until final acceptance, workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$100,000.

b. **Comprehensive General Liability Insurance**

The Consultant shall provide and maintain, until final acceptance, comprehensive general liability insurance, including coverage for premises operations, independent Consultants, completed operations, products and contractual exposures, as shall protect such Consultants from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the Consultant or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury: \$1,000,000 per occurrence / \$2,000,000 aggregate

Professional Liability: \$1,000,000 per occurrence/\$2,000,000 aggregate

Property Damage: \$1,000,000 per occurrence/\$2,000,000 aggregate

Or,

Bodily Injury and Property Damage, combined single limit (CSL): \$1,000,000 per occurrence / \$2,000,000 aggregate

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the Work performed under the contract.

c. **Deductible**

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the Consultant.

d. **Other Insurance**

The Consultant shall obtain such additional insurance as may be required by the Town or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

e. **Proof of Carriage**

The Consultant shall furnish the Town with satisfactory proof of carriage of the insurance required before written approval is granted by the Town.

EXHIBIT C
CONSULTANT'S SCOPE OF SERVICES

[Attach a copy]

EXHIBIT D

CONSULTANT'S FEE SCHEDULE

| Services | Qty | Units | Fee Type | Fee |
|-----------------|------------------------------|--------------|-----------------|------------|
| | | | | |
| | | | | |
| | | | | |
| | SUB TOTAL | | | |
| | NOT TO EXCEED TOTAL = | | | |

EXHIBIT E

CONSULTANT'S HOURLY RATES FOR ADDITIONAL SERVICES

[Attach a copy]