

ENGINEERING SERVICES
Contract #: CON-2019-002
Original Date: January 24, 2019
Effective Date: January 24, 2019

STATE OF NORTH CAROLINA §

COUNTY OF GUILFORD §

This AGREEMENT is entered into by the Town of Summerfield, North Carolina, hereinafter called "Town" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the AGREEMENTS herein, the parties agree as follows:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this AGREEMENT: Town agrees to employ FNI; FNI agrees to perform professional services in connection with various Projects; Town agrees to pay to FNI compensation. Two types of on-call charges and work efforts are included as part of this master agreement as follows:
 - a. **On-Call Hourly Assistance** – engineering assistance and services initiated by the Town in writing that will be charged at an hourly rate. This type of on-call effort will be utilized where a scope of work is not defined or the Town requires short duration assistance.
 - b. **On-Call Task Authorization Assistance** - engineering assistance and services with a defined scope of work outlined in separate Task Authorizations. FNI will not begin services until a Task Authorization is agreed upon by FNI and the Town. An example of this Task Authorization is included as Schedule "A".

- II. **SCOPE OF SERVICES:** For On-Call Hourly Assistance the written documentation provided by the Town authorizing FNI for that activity will include the requested scope of services. For On-Call Task Authorization Assistance services, FNI shall provide professional services in connection with Projects as set forth in each Task Authorization. Specific Scope of Services for each project will be included in each Task Authorization.

- III. **COMPENSATION:** Town agrees to pay FNI for all professional services rendered under this AGREEMENT in accordance with Attachment CO – Compensation. For On-Call Hourly Assistance, Town agrees to pay FNI for professional services rendered under this AGREEMENT with the rates identified in Attachment CO. For On-Call Task Authorization Assistance, Town agrees to pay FNI for professional services rendered under this AGREEMENT with fees detailed in the individual Task Authorizations.

- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC shall govern the relationship between the Town and FNI.

Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than Town and FNI, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of Town and FNI and not for the benefit of any other party.

This AGREEMENT constitutes the entire AGREEMENT between Town and FNI and supersedes all prior written or oral understandings. This AGREEMENT is valid until terminated by either party with thirty (30) days prior written notice.

This contract is executed in two counterparts.

IN TESTIMONY HEREOF, they have executed this AGREEMENT, the _____ day of _____ 2018.

ATTEST:

TOWN OF SUMMERFIELD, NORTH CAROLINA
(TOWN)

By: _____

Scott Whitaker, Town Manager

ATTEST:

By: _____

Dee Hall, Finance Officer

ATTEST:

By: _____

William Hill, Town Attorney

ATTEST:

By: _____

Lance Heater, Town Clerk

ATTEST:

FREESE AND NICHOLS, INC.
(FNI)

By: _____

Charles Archer, Vice President/Principal

ARTICLE I

TIME OF COMPLETION: For On-Call Hourly Assistance, FNI agrees to complete services as mutually agreed upon in writing at the time of the request for services. For On-Call Task Authorization Assistance, FNI agrees to complete the services in accordance with the schedule established in each Task Authorization.

IF FNI's services are delayed or suspended in whole or in part by Town, or if FNI's services are extended by the Contractor's actions or inactions for more than 90 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation.

ARTICLE II

RESPONSIBILITIES OF THE TOWN: Town shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as Town's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define Town's policies and decisions with respect to FNI's services for the Project.
- B. Provide all criteria and full information as to Town's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Town will require to be included in the drawings and specifications.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this AGREEMENT.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Town deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- F. Unless specified otherwise within a special project proposal/contract the Town shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- G. Town recognizes and expects that certain Change Orders may be required. Unless noted otherwise, the Town shall budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.

Further, Town recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omission, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by Engineer under this Agreement ("Covered Change Orders"). Accordingly, Town agrees to pay for Change Orders and otherwise to make no claim