

STATE OF NORTH CAROLINA )  
 )  
 )  
COUNTY OF MECKLENBURG )

**AGREEMENT FOR  
PROFESSIONAL SERVICES**

**THIS AGREEMENT FOR PROFESSIONAL SERVICES** (“Agreement”) is made and entered into as of the latest date of execution set forth on the signature page hereto (the “Effective Date”), by and between the **TOWN OF PINEVILLE**, a North Carolina municipal corporation (“Town”), whose address is P.O. Box 249, Pineville, North Carolina 28134, Attention: Town Manager, and **SOUTHEASTERN CONSULTING ENGINEERS, INC.**, a Corporation (“Company”), whose address is 600 Minuet Lane, Charlotte, North Carolina 28217, Attention: A.J. Molnar, PE (TOWN and Company are hereinafter collectively referred to as the “Parties”).

WHEREAS, Town has need of professional services from Company as such services are described in more detail on Exhibit A attached hereto and incorporated herein by this reference (collectively, “Services”);

WHEREAS, Company wishes to provide the Services to Town in accordance with the terms set forth on Exhibit A hereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and the foregoing recitals, which are incorporated herein by this reference, the Parties hereby agree as follows:

1. **Provision of Services.** Company shall provide the Services in accordance with the terms and timelines more fully set forth in Exhibit A hereto. Each particular task set forth in Exhibit A shall not be deemed completed until approved by Town. Company shall, at its sole cost, take necessary steps to modify the work product constituting the Services to ensure satisfaction by Town. Company acknowledges that the Services shall not be complete until Town is satisfied with the results of the Services. All final work products resulting from the Services must be in form and content satisfactory to Town. Time is of the essence with respect to Company’s completion of the Services.

2. **Term.** This Agreement shall terminate upon completion of the Services in accordance with the timelines set forth in Exhibit A hereto, unless terminated earlier as provided herein. If no deadline for completion of the Services is set forth on Exhibit A, Company shall complete the Services in accordance with this Agreement no later than December 31, 2026.

3. **Payment.** Subject to the terms of this Agreement, Town shall pay Company up to an amount not to exceed \$ 281,350.00 for the Services as set forth on the attached Exhibit C (collectively, “Fees”). The Fees includes all of Company’s fees, costs and expenses in performing the Services, including, without limitation, fees, travel expenses,

overhead, manpower, telephone, facsimile, computer copy, and delivery costs and charges. The Fees will be invoiced on a monthly basis by Company for Services performed as of the date of the invoice. Town agrees to pay the Fees within 30 days of receipt of each monthly invoice, subject to the terms of this Agreement. Notwithstanding the foregoing, (i) the total amount of Fees to be paid by Town will not exceed \$ 281,350.00, unless mutually agreed to in writing by the Parties, and (ii) Town shall only be responsible for paying for those Services as are rendered promptly, properly and completely in accordance with all of the terms and conditions of this Agreement. Prior to final payment of the Fees by the Town, the Company shall deliver or otherwise make available to the Town all documents, data (including electronic data in its original form), drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or created by the Company or any third party acting by or under the direction of the Company in performing the Services under this Agreement, whether completed or in process. After receipt of such information, the Town shall make final payment for the Fees.

4. **Independent Contractor Status.** Company is an independent contractor of Town. Nothing in this Agreement shall be deemed to place the Parties in the relationship of employer/employee, partners, or joint venturers. No Party shall have the right to obligate or bind the other in any manner. Company agrees and acknowledges that it will not hold itself out as an authorized agent with the power to bind Town in any manner. Each Party shall only be responsible for any withholding taxes, payroll taxes, disability insurance payments, unemployment taxes, or other similar taxes or charges with respect to its activities in relation to performance of its obligations under this Agreement.

5. **No Subcontractors.** Company shall not delegate, subcontract or assign all or any portion of the Services to any third party (collectively, "Contractors"), other than those third parties listed on Exhibit E attached hereto and incorporated by this reference, without the express prior written consent of Town. Company shall cause any Contractor to comply with all of the terms of this Agreement.

6. **Assignment and Assumption; Change in Control.** Company shall not sell, convey, assign, transfer, hypothecate, encumber or permit or suffer any encumbrance of all or any portion of its interest in this Agreement unless approved in writing in advance by Town. Any attempt to so transfer or encumber any such interest in contravention hereof shall be void. In the event of a change in "Control" of Company (as defined below), Town shall have the option of terminating this Agreement by written notice to Company. Company shall notify Town within 10 days of the occurrence of a change in Control. As used in this Agreement, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be, fifty-one percent (51%) or more of the equity interests, value or voting power in a Company or (ii) the power to direct or cause the direction of the management and policies of a Company whether through the ownership of voting securities, by contract or otherwise.

7. **Termination; Provision of Documents to Town.** In addition to its other rights under this Agreement, Town may terminate this Agreement if Town determines, in its sole discretion, that the Services are no longer needed or desired by Town, by providing Company ten (10) days advance notice of such termination and paying Company for the applicable portion of the Fees due to Company for work completed as of the date of termination in accordance with this Agreement; provided Company shall not be entitled to such payment if Town terminates this Agreement pursuant to a default by Company as provided in Section 9 of this Agreement. In addition, upon receipt of a termination notice from the Town, but prior to final payment by the Town, the Company shall: (1) promptly discontinue all Services affected (unless a termination notice from the Town directs otherwise); and (2) deliver or otherwise make available to the Town all documents, data (including electronic data in its original form), drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or created by the Company or any third party acting by or under the direction of the Company in performing the Services under this Agreement, whether completed or in process. After receipt of such information, the Town shall make final payment for the applicable portion of the Fees due to Company for work completed as of the date of termination in accordance with this Agreement.

8. **Representations and Warranties of Company.** Company represents and warrants to Town as follows:

(a) In providing the Services, Company and its Contractors shall utilize the care and skill ordinarily used by members of Company's or a Contractor's profession practicing under similar circumstances at the same time and in the same locality. All Services (including, without limitation, all work products resulting from the Services) shall be performed in a good and workmanlike manner, shall be fit for the purposes for which they are intended, and shall be free from all defects in design and/or construction, as applicable.

(b) All employees provided by Company or a Contractor to Town shall have the qualifications, skills and experience necessary to perform his or her job in accordance with the requirements of this Agreement. Town may request the removal of any Contractor or an employee of Company from the project for good cause.

(c) Company is a Corporation validly existing and in good standing under the laws of the State of North Carolina, and is duly qualified to transact business in the State of North Carolina to the extent required by law. Each Contractor, if an entity, shall be validly existing and in good standing under the laws of the jurisdiction of its organization, and shall be duly qualified to transact business in the State of North Carolina to the extent required by law.

(d) The execution, delivery, and performance of this Agreement have been duly authorized by Company by all appropriate Company action. Company shall deliver evidence of such authorization to Town upon request.

(e) No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Company to enter into and perform its obligations under this Agreement.

(f) Company shall comply with, and Company shall cause its Contractors to comply with, all applicable federal, state and local laws and regulations applicable to the Services or Company. Company and its Contractors shall obtain all applicable permits and licenses.

(g) The performance of this Agreement by Company will not violate any contracts or agreements with third parties or any third party rights, including but not limited to non-compete agreements, non-disclosure agreements, patents, trademarks or intellectual property rights.

9. **Default.** The following events shall constitute a default of this Agreement:

(a) Failure of Company or its Contractors to perform the Services at any time in accordance with this Agreement;

(b) Defects in materials and/or documents provided by Company or its Contractors pursuant to this Agreement which are recurring or substantial, in the sole opinion of Town;

(c) Defects or deficiencies in the provision of the Services which are recurring or substantial in nature, in the sole opinion of Town;

(d) Failure of Company, upon receiving written notice from Town, to promptly remedy any defects in materials or workmanship which are provided by Company or its Contractors pursuant to this Agreement;

(e) Failure by Company, within five (5) days upon receiving written notice from Town, to correct any defects or deficiencies in the provision of the Services by Company or its Contractors pursuant to this Agreement;

(f) Any affirmative act of insolvency by Company, or the filing by Company of any petition under any bankruptcy, reorganization, insolvency, or moratorium law, or any law for the relief of, or relating to, debtors;

(g) Any assignment by Company for the benefit of creditors;

(h) The filing of any involuntary petition under any bankruptcy statute against Company; or

(i) The nonperformance by Company or its Contractors of any other term, covenant, or condition of this Agreement which is not cured within five (5) days after written notice thereof from Town to Company.

10. **Remedies on Default.** Company's sole remedy against Town for any Town breach or default hereunder shall be limited to the Company bringing an action against the Town for the amount due and owing to the Company for Services completed by Company as provided under this Agreement. However, in no event shall Town be liable to Company for any consequential damages, incidental damages or lost profits.

Except as otherwise provided by this Agreement, Town may without notice to or demand on Company, on occurrence of any of the foregoing events of default:

(a) Terminate this Agreement, such termination to be effective five days following written notice by Town to Company of Town's election to terminate this Agreement;

(b) Sue for and collect all sums or amounts due Town as a result of defaults of this Agreement by Company or its Contractors, including incidental damages resulting therefrom;

(c) Exercise any remedy provided for by this Agreement; and/or

(d) Exercise any applicable legal or equitable remedy.

11. **Attorneys' Fees.** If any Company defaults on its obligations under this Agreement, the Town shall be entitled to recover from Company the costs and attorneys' fees incurred in the enforcement or interpretation of any provision of this Agreement.

12. **Indemnification.** Company shall indemnify and hold Town harmless from and against all liability, loss, damages or injury, and all costs and expenses (including attorneys' fees and costs of any suit related thereto), suffered or incurred by Town, to the extent arising from Company's or its Contractors' negligent performance of the Services under this Agreement, intentional misconduct, negligent acts or omissions, or breach of any term, covenant, representation or warranty of this Agreement.

13. **Insurance.** During the term of this Agreement, Company shall maintain insurances as required and set forth on the attached Exhibit D which is attached hereto and incorporated by this reference. Company's certificates of insurance are attached hereto as part of Exhibit D.

Any insurance provider of Company shall be admitted and authorized to do business in the State of North Carolina and shall carry a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A" Overall and a Financial Size Category of "X" (i.e., a size of \$500,000,000 to \$750,000,000 based on capital, surplus, and conditional reserves). Insurance policies and certificates issued by non-admitted insurance companies are not acceptable. Company shall not self-insure.

Company shall cause each of its Contractors to maintain the insurance coverages set forth in this section.

14. **Town's Condition Precedent; Non-Appropriation of Funds.** This Agreement shall be subject annually to the availability and appropriation of funds by Town Council. If Town Council does not appropriate the funding needed by Town to make payments under this Agreement for a given fiscal year, Town will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, Town will promptly notify Company of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by Town, which is attributable to non-appropriation of funds, shall constitute a breach of or default under this Agreement.

15. **Ownership of Information.** All of the reports, information, plans, sketches and data prepared or assembled by Town and delivered to Company or its Contractors pursuant to the terms of this Agreement are considered "Confidential Information" as defined in Paragraph 16 of this Agreement. Company agrees that such Confidential Information shall not be made available to any individual, organization, corporate entity or other third party, other than its Contractors or employees as provided below in Paragraph 16, or used in any way to further the interest of Company or any client of Company, or any third party, without the prior written permission of Town. Subject to the provisions of this Paragraph, all of the reports, information, plans, sketches and data prepared or assembled by Town pursuant to the terms of this Agreement are instruments of service in respect to the Services, and Town shall retain the sole ownership and property interest therein. All of the reports, information, plans, sketches, data and regulations prepared or assembled by Company or its Contractors pursuant to the terms of this Agreement shall become the property of Town immediately upon delivery thereof to Town. Company assigns to Town all materials prepared, developed or created pursuant to this Agreement including, but not limited to the right to: (i) reproduce the work; and (ii) prepare derivative works.

16. **Nondisclosure of Confidential Information.** Company hereby acknowledges that it may be furnished with, or may otherwise receive or have access to, information or materials which relate to past, present or future products, software, research and development, inventions, processes, techniques, designs, or technical information and data of Town, as well as any information which Town identifies to a Company in writing as Confidential ("Confidential Information"). Company shall preserve in confidence and protect from disclosure all Confidential Information, whether disclosed before or after the Effective Date of this Agreement, unless (1) the Confidential Information is already in the public domain; (2) Town consents to the disclosure of such Confidential Information in writing; or (3) Company discloses the Confidential Information in accordance with the terms of any written agreement between Town and Company, or in accordance with the order of any competent court or government agency; provided, however, that prior to such disclosure, Company shall inform Town of the order and permit Town to seek a protective order or other appropriate relief.

If Company is advised by the Town that this is a confidential project, Company agrees to keep and maintain confidentiality regarding its undertaking of this project. Company shall coordinate its services only through the Town representative(s) designated by Town from time to time and shall provide information regarding this project only to those persons approved by Town, including, without limitation, Contractors, and with whom Company has a binding and enforceable non-disclosure agreement. Company shall not share any information regarding this project, including, without limitation, Confidential Information, with any third party unless Company and each such third party (including any Contractors) have entered into a legally enforceable and binding non-disclosure agreement. Notwithstanding the foregoing, Company may, without Town's prior consent, disclose Confidential Information to its employees who have a need to know such information, who are informed of the confidential nature of such information, and who have legally enforceable nondisclosure obligations to Company.

17. **Caption Sections.** Paragraphs, titles, headings and captions contained in this Agreement are inserted only for convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

18. **Waiver and Severability.** If any part of this Agreement, for any reason, is declared invalid or void, such declaration shall not affect the remaining portions of the Agreement which shall remain in full force and effect as if this Agreement had been executed with the invalid portion eliminated. However, if any provision which has been declared invalid or unenforceable shall be a provision that would prevent the continued and complete performance of this Agreement by Company and Town, then Company and Town hereby agree that they will renegotiate that term or provision in order to otherwise render the Agreement valid and enforceable. If Company or Town decides not to enforce a provision of this Agreement, such decision in favor of non-enforcement shall not constitute a complete and full waiver of the right of that person or entity in the future to enforce that provision of the Agreement in the event of any subsequent breach or failure to comply in full with that provision of the Agreement.

19. **Governing Law.** Except to the extent that this Agreement may be governed by any federal law, including federal bankruptcy law, this Agreement shall be governed by, construed and interpreted under, and enforced exclusively in accordance with the laws of the state of North Carolina, and the courts in the state of North Carolina shall have jurisdiction with respect to any dispute arising hereunder.

20. **Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed received when delivered by hand, mailed by certified or registered mail, postage prepaid, or mailed by overnight mail, or sent by facsimile with confirmation of receipt, and addressed to the Parties at their respective addresses set forth on the first page of this Agreement. Notices may be delivered to (or given on behalf of the applicable Party by) each Party's respective attorney.

21. **Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Electronic, PDF and facsimile signatures shall be deemed to be original signatures. Any such counterpart may be signed by one or more of Town and Company as long as each of them has signed one or more of such counterparts.”

22. **No Construction Against Drafter.** Town and Company hereby acknowledge that they have reviewed this Agreement and have been afforded an opportunity to consult with an attorney. Town and Company concur that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of any provision of this Agreement.

23. **Covenant to Sign Other Documents.** Town and Company acknowledge that consummation of the transaction contemplated hereby may require the execution prior hereto, contemporaneously herewith and/or sometime hereafter of certain documents in addition to this Agreement which each of them, by their signatures herein below, covenants, represents and warrants that they will promptly do, provided such documents (and the other parties thereto, as applicable), are reasonably satisfactory to Company and Town.

24. **Modification and Amendment.** No change, amendment or modification of this Agreement shall be made unless agreed to in writing by Company and Town.

25. **Warranty of Authority.** The terms of this Agreement are contractual and not a mere recital, and all signatory parties hereto represent and warrant that they have the full and complete authority to execute and enter into this Agreement.

26. **Equal Opportunity Employer; Compliance with Federal, State and Local Law.** Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. Company further agrees that it will at all times during the term of this Agreement be in compliance with, and Company shall cause its Contractors to comply with, all applicable federal, state and/or local laws regarding employment practices. Such laws include, but shall not be limited to, workers’ compensation, Title 7 of the Civil Rights Act of 1964 (Title 7), the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the provision of the Services. Specifically, Company asserts that it has adopted and will maintain and enforce a policy of non-discrimination on the basis of race, color, religion, sex, age, national origin, or disability.

27. **Terms of this Agreement Controlling.** In the event of any inconsistency or conflict between any term, covenant or condition of this Agreement and any other document pertaining to this Agreement, including but not limited to any exhibits, RFPs, responses to RFPs, bids, letters, memoranda, correspondence or any amendments or modifications thereof (collectively, “Documents”), all terms, covenants and conditions of



this Agreement shall in all respects be controlling. Any contrary term, covenant or condition in the Documents, or any amendment or modification thereof, is hereby superseded by the applicable provision of this Agreement. The term “Agreement” as used in this Agreement shall include this Agreement and the exhibits and schedules attached hereto including, without limitation, Exhibits A-E.

28. **Survival**. All of Company’s representations, warranties and covenants under this Agreement shall survive completion of performance of the Services and/or termination of this Agreement.

29. **Entire Agreement**. Except as otherwise provided herein, this Agreement shall constitute the entire and full agreement and understanding between Company and Town and shall supersede all prior and/or contemporaneous agreements, understandings and discussions between them, written and/or oral, all of which shall be deemed merged into this Agreement and shall be of no further force and effect.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, Company and Town have executed and delivered this Agreement as of the Effective Date.

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

**TOWN OF PINEVILLE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

Witnesses:

*Lisa Cloud*  
\_\_\_\_\_  
*Angie Howard*  
\_\_\_\_\_

**Southeastern Consulting Engineers, Inc.**

By: *A.J. Molnar*  
\_\_\_\_\_  
Name: A.J. Molnar, PE  
Title: Vice President

Date: June 6, 2024

**Attorney's Certificate:**

I certify that I have reviewed the attached Contract Documents and that the documents are approved as to form, and that the foregoing documents represent valid and binding obligations of the Town of Pineville in accordance with the terms thereof.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Town Attorney, Town of Pineville

**Finance Officer's Certificate:**

I certify that this instrument (the attached Contract Documents) has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Finance Director, Town of Pineville

**EXHIBIT A  
TOWN OF PINEVILLE, NORTH CAROLINA**

**ENGINEER'S SERVICES AND SCHEDULE  
DELIVERY NO. 4 SUBSTATION**

**ARTICLE I - SERVICES TO BE PERFORMED BY THE ENGINEER**

The facilities to be designed and specified under this Contract shall include but not be limited to the following items:

	<u>Estimated Costs including Tax</u>
1. Construct a 44 - 12.5 kV Switching and Distribution Substation including:	
a. Site Work & Demolition	\$500,000
b. Foundations, Grounding, Conduit, & Cable Trench	400,000
c. Steel Structure - 46 kV Deadend	150,000
d. Steel Structure - 15 kV Low Side	310,000
e. One Power Transformer, 20/27/33 MVA, 44 - 12.5kV w/LTC	1,380,000
f. One Primary Voltage Circuit Switcher/Breaker	92,000
g. Four 15.5 kV Circuit Breakers	100,000
h. Control House w/Batteries and DC panel	135,000
i. Relay Panel w/DNP SCADA Functionality	85,000
j. Station Service Transformer and Panel (AC)	Included in Structure
k. Station Metering VT's, CT's, and Meter	Included in Structure
l. Labor, Materials, Equipment for Installation of Structures, Equipment, Metering, Relaying, Control Wiring, and UG Exit Feeders to Fence	515,000
m. Landscaping	80,000
2. Construct 44 kV Underground Transmission Line from Duke Tap to station including:	
a. 69 KV Cable, 3,500'	787,500
b. Vaults and Connectors	150,000
c. Labor, Materials, Equipment installation of Transmission Line	300,000
d. Provisions for rock	<u>400,000</u>
<b>Subtotal Substation and Transmission Material and Construction</b>	<b>\$5,384,500</b>

3. Engineering	
a. Electrical Design Fee	\$135,000
b. Civil design, survey, erosion and sediment control, site construction permitting and land scape plan (by Dewberry)	39,750
c. Soil borings, geotechnical report, and Phase I Environmental Review (by S&ME)	16,600
d. Inspection and Commissioning (Per diem, Not to Exceed)	<u>90,000</u>
<b>Subtotal Engineering</b>	<b>\$281,350</b>

**TOTAL ESTIMATED PROJECT**                    **\$5,665,850**

4. Engineering Services Options

Should the Town wish to have Engineer provide additional engineering services related to Substation, such may be added to the agreement as follows:

a. Perform or update Oil Spill Prevention Control and Containment Plan	\$4,000.00
b. Provide updated Arc Flash Assessment for Substation (includes labels for all station equipment and two copies of analysis report)	\$7,500.00

**ARTICLE II - PROPOSED PROJECT MILESTONES**

Days from Notice to Proceed

Day 60	Survey, Develop and Submit Site and Stormwater Plans
Day 90	Open Bids for Equipment
Day 210	Bid Site Construction
Day 370	Substation Erection (Dependent on Material Availability)
Day 730	Commissioning

The specific Engineering Services to be performed by the Engineer under this Contract shall include the following:

### **DESIGN**

1. Assistance as requested by Town in negotiations with Duke Energy to determine scope and terms of new transmission tap.
2. Preparation of a General Arrangement Plan for the new 44 - 12.5 kV Distribution Substation facilities to be constructed.
3. Preparation of grading and site plans for the new substation for the Town's use in contracting for this work. This includes providing a topographic survey of existing lot conditions for use in other phases of the project and for Town's use.
4. Prepare and submit on behalf of Town a site construction plan including a soil erosion control and stormwater plan for the Construction Phase of the project. Prepare an application for a new driveway connection with NCDOT. Prepare and submit revisions as required.
5. Preparation of specifications and bid documents for the major substation equipment required. This equipment specifically includes the power transformer, circuit switcher (or Breaker), switches, instrument transformers, relay and control panel, distribution breakers, voltage regulators, metering, station battery, control house, and transmission tap.
6. Preparation of plans and specifications for the high and low voltage structures, including switching and grounding facilities.
7. Preparation of construction plans and details for the Delivery Substation and Transmission Lines including equipment foundations, grounding, metering, control wiring, relay wiring and interconnection, fiber optic cabling for SCADA, station lighting, fencing, oil spill countermeasures, and underground cable trench and vault plan.
8. Develop plan and wiring diagrams for connection of all equipment to the relay and control panel in the control house.
9. Develop plan for connection of all equipment to the SCADA System in the distribution substation through multi-mode fiber.
10. Provide geotechnical soil borings and report to identify potential soil issues and recommendations for remediation if needed.

11. Prepare DOT encroachment applications for Town submittal. Prepare and submit revisions as required.
12. Prepare a Phase I Environmental Site Assessment during the due diligence period of site purchase.

## **BIDDING AND EVALUATION**

1. Preparation of Bid Documents for purchase of all new equipment by the Town.
2. Distribution of Bid Documents and solicitation of proposals from equipment manufacturers and substation packagers.
3. Receipt of equipment bids, evaluation of bids, and presentation of award recommendations to the Town for equipment purchases. Preparation of purchase contracts for execution by the Town and equipment suppliers.
4. Following the receipt of manufacturers' drawings for the structures and major equipment, preparation of the bid documents and contract papers for the purchase of any additional materials and equipment required for construction of the Project.
5. Preparation of bid documents for construction of the various parts of the project, including equipment foundations, grounding, metering, control wiring, relay wiring and interconnection, station lighting, landscaping, underground transmission lines, and transmission tap.
6. Distribution of bid documents and solicitation of proposals from general contractors for construction.
7. Receipt of bids, preparation of bid tabulations, analysis of bids, and presentation of recommendations to the Town for the award of all construction contracts. Preparation of construction contracts for execution by the Town and general contractors.
8. Approval of equipment manufacturers' drawings to insure compliance with the specifications and to insure compatibility with the Project and detailed installation plans. Review of suppliers' invoices for correctness and approval for payment by the Town.
9. Review of all contractors' invoices for correctness and approval for payment by the Town.

## **CONSTRUCTION INSPECTION**

1. Observation of construction and inspection of all installations to be sure that the construction is carried out in accordance with the plans and specifications as required by the Town. Estimated onsite inspection interval is once per week for fifty-two weeks of construction.
2. Performance of final inspection and operational tests to demonstrate correct operation and conformance with specified load and operation capability.
3. Issuance of a Certificate of Completion which shall certify the completion of the construction and compliance with specifications.
4. Preparation of final "As Built" drawings of the Project as actually constructed and provision of an "Operator's Manual" covering the normal and emergency operating modes of the station and the operation and maintenance of all major items of equipment. Training of Town's employees in the correct normal and emergency operation of the equipment shall be provided as required by the Town.

## **PROGRAMMING**

1. Develop relay settings for all station equipment to provide system protection and to coordinate with the Town's 15 kV feeder Circuit Breakers and Duke Energy's 44 kV circuit breaker protecting their delivery to the Town.
2. Download relay settings to the multi-function relays and test circuit breakers and relays for correct operation.
3. Integrate multi-function relays into SCADA System via multi-mode fiber or serial connections.

## **ARTICLE III - LIMITATION OF LIABILITY - ENGINEERS OMISSIONS & ERRORS**

To the fullest extent permitted by law, the total liability, in the aggregate, of engineer and engineer's officers, directors, employees, agents and independent professional associates and consultants, and any of them, to Town and anyone claiming by, through or under Town, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to engineer's services, the project or this agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or



breach of contract of Engineer or Engineer's Officers, Directors, Employees, Agents or Independent Professional Associates or Consultants, or any of them shall be limited to Engineer's insurance coverage including only amounts in effect during the term of this Agreement. Professional Liability insurance coverage at the time of execution of this agreement is \$3,000,000. Commercial Umbrella Policy coverage for General Liability in excess of underlying coverages at the time of execution of this Agreement is \$4,000,000. The Engineer warrants that coverages of no less than these amounts will be maintained during the term of the subject project and for a period of three years following completion of the project.

#### **ARTICLE IV - OWNERSHIP OF DOCUMENTS**

Reports, summaries, plans, and other documents arising out of this Agreement shall be provided and supplied to the Town for their use.

Original notes, calculations and investigative information, and copies of other documents shall remain in the files of the Engineer. A copy of this information shall be provided to the Town if requested.

## **Exhibit B – Owner’s Responsibilities**

The Town shall work with the Engineer, either directly or indirectly from others, to provide available information and data which has been requested by the Engineer. The Town will be responsible for the following:

- (1) Approve all procedures established to govern the relationships among the Town, the Engineer, and third parties.
- (2) Make final planning decisions utilizing information supplied by the Engineer.
- (3) Provide designated personnel to represent the Town in matters involving the Engineer.
- (4) Provide general assistance in the conduct of the investigations required of Engineer in order to perform this Agreement.
- (5) Obtain and prepare all right-of-way agreements required for line locations, either directly or through joint use with other utility companies.

**Exhibit C – Consultant Fee Structure for Services and Reimbursable Expenses**

Design, and Bidding and Evaluation Services listed in Exhibit A - Lump Sum	\$191,350.00
Construction Inspection and Programming Services listed In Exhibit A based on Per Diem rates for Southeastern Charges and pass through of subconsultant charges.	<u>\$90,000.00</u>
<b>Total Fees</b>	<b><u>\$281,350.00</u></b>

**Exhibit D – Insurance**

A. The types of liability insurance are as follows:

1. By Architect/Engineer

<u>Type of Insurance</u>	<u>Limits of Liability</u>
a. Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
b. Automobile Liability	\$1,000,000 per occurrence
c. Worker’s Compensation	Statutory
d. Employer’s Liability	\$1,000,000 per occurrence
e. Environmental Pollution Liability	\$1,000,000 per claim made or per occurrence
f. Professional Liability	\$1,000,000 per clam made or per occurrence

2. The commercial general liability insurance required above will include contractual liability coverage, and the commercial general liability and automobile liability insurance policies and shall name the Town as an additional insured.

3. A signed Certificate or Certificates of Insurance shall be attached as appendices to this Exhibit. Such Certificate(s) of Insurance shall provide for thirty (30) days written notice to the Town prior to cancellation or material modification of any insurance referred to herein.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/3/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with columns for PRODUCER, CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE, NAIC #, and INSURED.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Poll/PL - Deductible: \$30,000 per claim
Umbrella is Follow-Form for Additional Insureds, per schedule

CERTIFICATE HOLDER CANCELLATION

Table for CERTIFICATE HOLDER (Town of Pineville) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Authorized Representative: John P. Fagan).

**EXHIBIT E**  
**TOWN OF PINEVILLE, NORTH CAROLINA**  
**PROPOSED SUBCONTRACTORS**  
**DELIVERY NO. 4 SUBSTATION**

Southeastern Consulting Engineers, Inc. proposes to use one or all of the following firms as subcontractors at their discretion to perform duties outside of the expertise of the company. Southeastern will obtain TOWN approval in writing before using any other subcontractors or for any other responsibilities.

Subcontractors:

Preparation of Survey, Erosion and Sedimentation Control Site, Demolition, and Stormwater Plan:

Dewberry                                      6135 Lakeview Road, Suite 150, Charlotte, NC 28269  
704-990-9430  
[jfulk@espassociates.com](mailto:jfulk@espassociates.com)

Subsurface Exploration & Reporting and Geotechnical Analysis and Phase I Environmental:

S&ME, Inc.                                      9751 Southern Pine Boulevard, Charlotte, NC 28273  
704-523-4726  
[lcampos@smeinc.com](mailto:lcampos@smeinc.com)