



Request for Qualifications

By

City of Concord, Owner

For

**LYLES LANE SEWER CIPP BID DOCUMENT
PRODUCTION, BID PHASE SERVICES,
CONSTRUCTION ADMINISTRATION AND
OBSERVATION SERVICES**

August 30, 2024

I. OVERVIEW AND PURPOSE

The City of Concord is soliciting proposals from qualified engineering consultants to provide bid documents (i.e. bid package, up-front/technical specifications package) to be used for bidding purposes, along with the completion of an engineer's cost estimate, for The Lyles Lane Sewer Cured In Place Pipe (CIPP) Project. In addition, the engineering consultant will be asked to answer constructability related questions during the bid phase of the project, and will complete the post construction engineer's certification, as well as Construction Administration and Observations Services during the project.

Our purpose is to obtain expert professional, technical and advisory services at the discretion of the City of Concord for wastewater infrastructure referenced above (including experience with all types of CIPP, to include but not limited to UV CIPP and epoxy coating of manholes). In addition, an individual firm or joint venture (team) may respond to this Request for Qualifications (RFQ).

II. SCOPE OF WORK

The engineering consultant selected may be asked to provide any or all of the following services:

1. Complete and finalize the necessary construction contract documents package (i.e. design drawings, up-front/technical specifications package documents) by a registered Professional Engineer in the state of North Carolina to be used for bidding purposes and completion of the project. This work will include the completion of an engineer's cost estimate based on the completed and approved construction contract documents.
2. Provide answers to the final construction contract documents and/or constructability related questions during the bid phase of the project.
3. Provide limited construction administration and observation services during the construction phase of the project in order to complete the post construction engineer's certification and other related closeout documentation (i.e. as-builts, record drawings, reports). These limited construction administration and observation services may include, but not be limited to, making field visits at significant stages of the project and completing corresponding reports, reviewing monthly pay applications submitted by the contractor, and providing any other necessary construction administration documentation.

Questions concerning the scope of this project should be directed in writing to Crystal Scheip, Water Resources Engineering Manager at the address below. Any amendments to this RFQ shall be made in writing and distributed as an addendum.

Crystal Scheip, Water Resources Engineering Manager
Alfred M. Brown Operations Center
P.O. Box 308
635 Alfred Brown Jr. Court SW
Concord, North Carolina 28026
704-920-5287 (Office)
E-mail: scheipc@concordnc.gov

Firms shall have no contact related to this project with elected officials or City of Concord employees other than as directed herein, during this RFQ process. Any such contact will subject the firm to immediate disqualification for consideration for this project. At the option of the selection committee, interviews may be held with selected applicants if it is determined to enhance the selection process.

III. SUBMITTAL REQUIREMENTS

The proposal submitted shall be in a sealed package and received in accordance with the instructions detailed in this RFQ. The selection of the firm will be based on the totality of the qualifications of the firm as presented in the detailed qualifications statement. The presence or absence of one or more of the items listed below, except for those items required by law, shall not be totally disqualifying, but shall be taken into consideration as a portion of the totality reflecting positively or negatively on the qualifications of the firm. Qualification statements should clearly and concisely address the following:

1. **Coversheet:** List project title, the name of your firm, and the name, address, e-mail, fax number, and telephone number of a contact person for questions concerning this proposal.
2. **History of Firm:** Provide a brief history of your firm.
3. **Experience of the Firm:** Provide a narrative of your firm's prior experience and qualifications. The narrative should contain information on projects similar to the proposed project requested by Concord in this RFQ. Specifically, list similar services your firm has provided and include scope of project, date, firm's project manager and contact name and number of people in local government who can speak on the project and your firm's work performance. Provide information as to your firm's ability to finish projects within budget and within the project time limits.
4. **Project Team:** Provide information related to the project manager, key personnel, and any sub-contractors who will be involved with the CIPP project. Include the office location of each staff member and sub-consultant that will participate and what their role will be on the various work items. Provide a brief resume for each person listed including experience on similar projects. We will require detailed information concerning the project manager, including their length of time with this firm and detailed experience in the role of project manager. Describe what other work commitments the proposed team has and state the time the team has to dedicate to the City of Concord.
5. **Process and Work Plan:** Describe the process and work plan that your firm would use to complete the different steps outlined in the scope of work referenced earlier in this RFQ. Also, describe the document development (i.e. design drawings, up-front/technical specifications package) effort and how your firm would determine cost/benefits.
6. **Legal, Safety, Insurance, and Financial:** The firm's submittal shall provide documentation of any history of litigation associated with project performance or professional liability. A short statement of any safety problems that the firm may have encountered in projects designed and/or inspected. A statement or other information to describe the firm's general financial standing and current insurance coverage.

7. **Other Supporting Data:** Include any other information you feel to be relevant to the selection of your firm for this RFQ.

IV. QUALIFICATION STATEMENT DEADLINE

The main content of the submission shall be limited to 10 pages, of standard 8½” by 11” printed size, and single-spaced (10 single sided pages or 5 double sided pages). Larger formatted pages are not allowed. The printed copy of the submission shall be double sided and stapled together on the top left portion of the pages. Please note that the front and back cover pages are not considered a part of the 10-page submittal. Submissions exceeding the 10-page limitation will not be considered. **ELECTRONIC AND PRINTED SUBMITTALS. One (1) electronic copy and one (1) printed copy of the statement of qualifications is due no later than 2:00 p.m. EST on September 18, 2024 at the address shown below.** The electronic copy must be submitted in PDF format on a CD-ROM, DVD, or portable USB storage device. The electronic media submitted will not be returned. No email submittals will be considered. No statement of qualifications will be accepted after the due date and time. Should the City of Concord choose to conduct interviews with selected qualified firms, City staff will contact those particular firms in order to schedule the interviews. The City reserves the right to reject any and all statements of interest.

Envelopes containing proposals shall be marked as follows:

(Your Company Title)

(Address)

To: City of Concord
Attn: Crystal Scheip, Water Resources
Engineering Manager
P.O. Box 308
635 Alfred Brown Jr. Court SW
Concord, NC 28026
RFQ Lyles Lane Sewer CIPP Project

V. SELECTION CRITERIA

The considerations below will be utilized for selection of the firm. Selection will be made after thorough review conducted by a City panel.

1. **Qualifications of the Firm, Including Personnel:** Preference shall be given to those firms and personnel with experience and training with similar projects.

2. **Overall Qualifications of the Project Manager and Project Team:** Staff will evaluate the project manager and those personnel that will be assigned to the Concord project, including the location of their office. Preference shall be given to project teams with specific experience in similar projects and any familiarity with the area and proposed projects.
3. **Proposed Process to Review Needs and Develop Scope of Work Documents:** The City team will evaluate proposals submitted with regard to process thoroughness described to complete all items outlined in the scope of work.
4. **Ability to Meet Time Frame Established:** Preference will be given to those firms that can meet the City's established time frame for completion of project with limited conflict of project staff from other projects.
5. **Response Capability, Budget Control, Meeting Deadlines, and Project Understanding:** Submitted examples of projects that your firm or team conducted shall be reviewed. The firm and team's ability to finish projects within budget and within the project time frame will be included. Examples reviewed will be within the last five (5) years. The firm's demonstrated ability to respond to the proposed projects is important.

The City of Concord selection panel may select one or more firms to interview based on the above criteria and recommend the top firm to the City Manager. Once the City Manager approves the recommendation, the selection panel will negotiate a contract fee with the top recommended firm to be approved by City Council. If a contract cannot be successfully negotiated with the top recommended firm, the panel will proceed to the second recommended firm, and so on until an acceptable contract is negotiated. Any firms that are not selected will be notified.

VI. PROJECT SCHEDULE

It is projected that City personnel will complete the proposal evaluation process and make a recommendation of the top firm to the City Manager, including a completed scope of work and corresponding engineering consultant's fee, by late October of 2024. The contract with the top firm must be approved by City Council. Once the contract is approved by City Council and executed by the City Manager, a notice to proceed will be sent to the firm. The firm will then have approximately four (4) months to complete the design phase of this project.

VII. CONTRACTING

Any contract developed for this work shall be construed and enforced in accordance with the laws of the State of North Carolina. Any controversy or claim arising as a result of contracting shall be settled by an action initiated in the appropriate division of the General Court of Justice in Cabarrus County, North Carolina.

The selected firm will be expected to enter into the City's standard service agreement. This agreement is attached and any questions or comments should be communicated to Crystal Scheip, Water Resources Engineering Manager, before they are selected as the consultant for this project.

VIII. EQUAL EMPLOYMENT OPPORTUNITY AND DRUG FREE WORK PLACE

The local government of the City of Concord does not discriminate administering any of its programs and activities. The firm(s) awarded the contract for work will be required to assure that no person shall be denied employment or fair treatment, or in any way discriminated against on the basis of race, sex, religion, age, national origin, or disability.

Although no percentage is assigned, it is an absolute requirement of the City that the project work site and work force be drug free and that associated individuals, including subcontractors, working on the project be free of prior or pending felony convictions. In addition, the qualifications statement should include a commitment to this requirement and an indication of the plan of the firm to ensure compliance with this requirement.

**STANDARD FORM OF AGREEMENT
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this ____ day of _____, 20 ____, by and between the CITY OF CONCORD, (herein referred to as the "City") located at 35 Cabarrus Avenue West, Concord, North Carolina, and _____, a _____ (herein referred to as "Contractor") located at ____ - _____, _____, North Carolina _____;

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

Sec. 1. Professional Services to be Provided. The Contractor will provide professional services for the Project as set forth in Exhibit "A" attached hereto and incorporated herein by reference. The fee shall not exceed the amount set forth in Exhibit "A". Additional Exhibits may be used to further define this Agreement when the Contractor and City so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized, sequential letters of the alphabet, shall be attached hereto and incorporated herein by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties.

Sec. 2. Standards of Performance.

A. The standard of care for all professional and related services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of Contractor's profession practicing under similar conditions and circumstances and in a similar locality.

B. Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Contractor shall correct such deficiencies without additional compensation, except to the extent such action is directly attributable to deficiencies in City-furnished information.

C. Contractor shall perform or furnish professional _____ and related services in all phases of the Project to which this Agreement applies. Contractor may employ such Contractor's consultants as Contractor deems necessary to assist in the performance or furnishing of the services. The meaning of the term "consultant" shall include "subcontractor." Contractor shall not be required to employ any Contractor consultant unacceptable to Contractor; however, the Contractor shall obtain the City's written approval for each consultant selected. Such approval may be granted by the City Manager or by any duly authorized agent of the City Manager.

D. Contractor and City shall comply with all applicable local, state and federal Laws and Regulations or Standards. Changes made to these requirements subsequent to the City's issuance of the Notice to Proceed may be the basis for modifications to City's responsibilities or to the scope, schedule, and compensation for Contractor's services.

E. City shall be responsible for, and Contractor may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by City to Contractor pursuant to the Agreement. Contractor may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. City shall make decisions and carry out its other responsibilities in a timely manner so as not to unreasonably delay the services of Contractor.

G. Contractor shall guarantee the performance of any consultant hired by, or otherwise relied upon by Contractor and shall assume responsibility for any such consultant's failure to furnish and perform the Work in accordance with this Agreement.

H. Contractor shall not be responsible for the acts or omissions of any contractor(s), subcontractor, or supplier, or of any of the contractor's agents or employees or any other persons (except

Contractor's own employees or consultant's hired by or working directly for the Contractor) at the site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications by the City of the Contract Documents when such interpretations or clarifications are given without the consultation and advice of Contractor.

Sec. 3. Project Site. Reasonable precautions will be taken to minimize damage to the Project Site from the Contractor's activities and use of equipment. The Contractor, well in advance of any testing or site investigation, will research and identify the accurate location of all utilities located on the Project Site including the presence and accurate location of hidden or obscured man-made objects known to the City. Contractor shall take all reasonable precautions to locate any hidden or obscured utilities or other man-made objects which may be on the Project Site, but are unknown to the City.

Sec. 4. Time of Service. The Contractor shall commence work within _____ () days of the date of its receipt of written Notice to Proceed from the City. The date that is _____ () days from the date of the Contractor's receipt of the Notice to Proceed shall be the "Commencement Date." All work as set forth in the Scope of Services in Exhibit "A" shall be completed within _____ () calendar days of the Commencement Date. The date that is _____ () calendar days from the Commencement Date shall be the "Completion Date." Time is of the essence with regard to this Project. If Contractor's obligations are not completed by the Completion Date, the City reserves the right to nullify this Agreement, order the Contractor to immediately cease all work under this Agreement and vacate the premises, and to seek professional services equivalent to those outlined in Exhibit "A." The Contractor shall be held accountable for all damages incurred by the City as a consequence of the missed Completion Date. The exercise of any of these rights by the City shall not be interpreted to prejudice any other rights the City may have in law or equity.

Sec. 5. Cancellation for Non-Conformity or Breach.

A. In the event of the Contractor's failure to deliver or perform in accordance with the terms and conditions set forth herein, the City shall have the right to nullify this Agreement or any part hereof, without prejudice to its other rights, and the Contractor agrees that the City may return part or all of any delivery and may charge the Contractor with any loss or expense sustained as a result of such failure to deliver or to perform.

B. In the event of a violation of any material term of this Agreement, the non-violating party may terminate the Agreement upon written notice. Such notice shall state the violation with specificity and shall give ten (10) days to cure the violation. The cure period shall be measured as ten (10) days from the date of receipt of notice by the violating party, or, if the date is not known, then thirteen (13) days from the date the notice is placed in the United States Post. If the violation remains uncorrected at the end of the cure period, the Agreement shall be terminated without any further action by the non-violating party.

Sec. 6. Insurance and Liability. Contractor shall maintain and cause all consultants to maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	\$500,000 each accident, \$500,000 bodily injury by disease each employee, \$500,000 bodily injury by disease policy limit
General Liability	\$1,000,000 per occurrence regardless of the contract size
Automobile Liability	\$1,000,000 per occurrence regardless of the contract size
Umbrella	<input type="checkbox"/> \$1,000,000 per occurrence if contract does not exceed 180 days and does not exceed \$500,000; otherwise,
	<input type="checkbox"/> \$2,000,000 per occurrence

Professional Liability insurance policy limit requirements shall be based on the total amount of compensation to be paid to Contractor under this Agreement and as set forth in Exhibit "A," and

on a determination by City of whether the services provided under this Agreement are for hazardous or non-hazardous activities. The required limits are:

For Non-Hazardous Activities:

\$1,000,000 per claim / \$1,000,000 annual aggregate

For Hazardous Activities:

For contracts less than \$100,000 –
\$2,000,000 per claim / \$2,000,000 annual aggregate

For contracts over \$100,000 –
\$5,000,000 per claim / \$5,000,000 annual aggregate

Sec. 7. Documentation Requirements:

A. Contractor shall provide the City with a **Certificate of Insurance** for review prior to the issuance of any contract or Purchase Order. All Certificates of Insurance will require written notice by the insurer or contractor’s agent in the event of cancellation, reduction or other modifications of coverage by the insurer. Such notice shall be not less than 30 days for nonrenewal by the insurer, not less than 10 days for cancellation due to nonpayment of the premium and as soon as possible for all other types of modifications. In addition to the notice requirement above, Contractor shall provide the City with written notice of cancellation, reduction, or other modification of coverage of insurance whether instigated by the insurer or by the Contractor immediately upon Contractor’s receipt of knowledge of such modifications. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all losses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the insured period in which the initial contract period begins and shall be renewed by the contractor for each subsequent renewal period of the insurance for so long as the contract remains in effect.

The City shall be named as an **additional insured** on all policies except workers compensation and professional liability, and it is required that coverage be placed with “A” rated insurance companies acceptable to the City. Statement should read, “City of Concord is added as an additional insured as evidenced by an endorsement attached to this certificate.” Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event that the contractor fails to maintain and keep in force the insurance herein required, the City has the right to cancel and terminate the Agreement without notice.

B. Contractor shall provide a completed W-9 form to the City prior to execution by the City of this Agreement.

Sec. 8. Indemnification. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the City of Concord, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this Agreement as a result of the acts or omissions of the Contractor or its subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the City its agents, officers, or employees. In performing its duties under this section, the Contractor shall at its sole expense defend the City of Concord, its agents, officers, and employees with legal counsel reasonably acceptable to City. As used in this subsection – “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney’s fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this Agreement or by operation of law. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this Agreement. This section shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this Agreement.

Sec. 9. Intellectual Property. If any claim based upon alleged infringement of rights in any patent, copyright, trademark, or trade name is asserted against the City by virtue of the purchase or use of any good, service, or process hereunder, the Contractor shall indemnify and hold the City harmless from all claims, demands, and legal obligations against the City in preparation or in defense of such claims, or in settlement thereof.

Sec. 10. Documents. All documents, including but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by the Contractor pursuant to this Agreement, shall be the City's sole property. The Contractor shall furnish or cause to be furnished to the City any and all such reports, data, studies, plans, specifications, documents, computer files, and other information created or collected by the Contractor for the Project. The documents so provided will remain the property of the City. All documents prepared by the Contractor for the City are subject to public records requirements, and the City will not assume any responsibility for any third party's use of the documents that are produced.

Sec. 11. Attachments. Additional Exhibits may be used to further define this Agreement when the Contractor and City so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized, sequential letters of the alphabet, shall be attached hereto and incorporated herein by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties. *The following attachments* are made a part of this contract and incorporated herein by reference:

- (a) Exhibit "A" – Scope of Services / Fee for Scope of Services.
- (b) Exhibit "B" – Contractor must execute the Affidavit attached as Exhibit B, attesting to compliance with state and federal laws related to E-Verify.
- (c) Exhibit "C" – Tax Form(s).
- (d) Exhibit "D" - Certificate of Insurance.

In the event any terms in any attachment hereto conflict with any terms in this Agreement without said attachment, the terms of this Agreement as written without said attachment shall control and take precedence over the contradictory language in the attachment, except in such case where the City has expressly waived said conflicting terms by stating the specific term in this Agreement which is to be waived and the alternative term which is to be effective. The waiver must be in writing and signed by the City Manager or a duly authorized representative of the City Manager.

Sec. 12. Strict Compliance. The City 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.

Sec. 13. Corporate Status. If the Contractor experiences any change in corporate status whatsoever, including but not limited to incorporation, dissolution or suspension of incorporation, or any change in the status of partnership or sole proprietorship, and the Contractor does not notify the City of such change in status within three (3) business days from the date of the change in status, and/or the status existing at the time of execution of this Agreement is not reinstated within thirty (30) days, The City may, at its sole option, either declare the Agreement null and void or require execution by the Contractor of a new Agreement reciting the Contractor's correct legal entity and executed by a duly authorized agent of that entity.

Sec. 14. Notices.

A. All notices and other communications required or permitted by this Agreement shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:

City of Concord
P.O. Box 308
Concord, NC 28206
Fax Number: (704) _____

To the Contractor:

VaLerie Kolczynski, Esq.
City Attorney
PO Box 308
Concord, NC 28206

B. Change of Address, Date Notice Deemed Given: A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this Agreement shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

Sec. 15. Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the City and the Contractor shall survive the completion of the services and the termination of this Agreement.

Sec. 16. Miscellaneous.

A. **Choice of Law and Forum.** This Agreement shall be deemed made in Cabarrus County, North Carolina, and shall be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement shall be the appropriate division of the North Carolina General Court of Justice, in Cabarrus County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

B. **Waiver.** No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

C. **Performance of Government Functions.** Nothing contained in this Agreement shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

D. **Severability.** If any provision of this Agreement shall be unenforceable, the remainder of this Agreement shall be enforceable to the extent permitted by law.

E. **Assignment, Successors and Assigns.** Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the City otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this Agreement and all of the City's claims that arise out of this Agreement. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this Agreement shall be binding upon it and its heirs, personal representatives, successors, and assigns.

F. **City Policy.** THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

G. **EEO Provisions.** During the performance of this Agreement the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions.

(2) The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

H. **No Third Party Right Created.** This Agreement is intended for the benefit of the City and the Contractor and not any other person.

I. **Principles of Interpretation.** In this Agreement, unless the context requires otherwise the singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

J. Modifications, Entire Agreement. A modification of this Agreement is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or other duly authorized official signs it for the City. This Agreement, including all exhibits and attachments hereto, contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Agreement.

K. Corporate seal. If a corporate seal is included by any party to this Contract, it is only for authentication purposes. This Contract is not signed under seal.

IN WITNESS WHEREOF, the City of Concord and the Contractor have caused this contract to be executed by their respective duly authorized agents or officers.

[SIGNATURE PAGE(S) FOLLOW]

CITY OF CONCORD:

(Typed or Printed Legal Name of Contractor)

By: _____
City Manager

By: _____
Signature of President/Vice President/Manager/Partner

Date: _____

Printed Name: _____

Title: _____

ATTEST BY:

Date: _____

City Clerk

ATTEST:

BY: _____
Signature of Vice President, Secretary, or other officer

APPROVED AS TO FORM:

Printed Name: _____

Title _____

Attorney for the City of Concord

SEAL

APPROVAL BY CITY FINANCE OFFICER

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

Signature

EXHIBIT "A"

This document is an Exhibit to the Agreement for Professional Services between the CITY OF CONCORD and _____
dated _____ 2 _____.

Scope of Services:

Fee for Scope of Services:

The fee for services shall not exceed _____ and shall be based on a time and material format, whereby fees would be invoiced by the amount of actual time/material expended. Fees for _____ staff time shall be based on the rate schedule provided below. Invoices shall be directed to: City of Concord Attention: _____, Post Office Box 308, Concord, NC 28026-0308. Should changes or extra services be needed, which will cause a cost overrun; _____ will consult with the City for adjustments prior to conducting the work.

The budget for the scope of services is based on the following estimates:

EXHIBIT "B"

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF CABARRUS

I, _____ (the individual signing below), being duly authorized by and on behalf of _____ (the legal name of the entity entering the contract, "Employer")

after first being duly sworn hereby swears or affirms as follows:

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a). Employer attests that Employer is in compliance with the requirements of the federal and state laws relevant to E-verify.
3. Employer is a person, business entity, or other organization that transacts business in the State of North Carolina. Employer employs 25 or more employees in this State. (mark Yes or No)
a. YES ____, or b. NO ____.
4. Employer attests that all subcontractors employed by it as part of this contract comply with the requirements of E-Verify, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer as part of any contract with the City of Concord.
5. Employer shall have a continuing duty to inform the City of Concord of any changes to this sworn information.

This ____ day of _____, 20__.

Signature of Affiant
Print or Type Name: _____

State of North Carolina County of Cabarrus

Signed and sworn to (or affirmed) before me, this the ____ day of _____, 20__.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

EXHIBIT "C"

TAX FORM(S)

EXHIBIT "D"

CERTIFICATE OF INSURANCE