

**NORTH CAROLINA
CHATHAM COUNTY
TOWN OF PITTSBORO**

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT made this 14th day of November, 2016, by and between R,S&H Architects-Engineers-Planners, Inc., (a corporation organized and existing under the laws of the State of North Carolina), hereinafter called the *Consultant*, and the TOWN of PITTSBORO, P. O. Box 759, Pittsboro, Chatham County, North Carolina, 27312, hereinafter called the *Town*.

WITNESSETH,

WHEREAS, the *Consultant* and *The Town*, for the consideration stated herein, mutually agree as follows:

ARTICLE 1 - Statement of Work. The *Consultant* shall furnish all supervision, technical personnel, labor, materials, tools, equipment, and services, and perform and complete all work required for the provision of all in strict accordance with the Scope of Work set forth on Exhibit A, Part 1, Attachment 1, attached hereto and incorporated herein by reference.

ARTICLE 2 – Compensation. The *Town* will compensate the *Consultant* for the work and Scope of Services described in Exhibit A, Part 1, for the Hourly Billable Rates, as listed in Exhibit B, Part I: and the Review of Transportation Plans and Traffic Impact Analysis (TIA 's) for Chatham Park, Exhibit B, Part II. The work included herein is **NOT TO EXCEED \$25,000** without prior written consent of the *Town*.

ARTICLE 3 - Method of Payment. Payment to Consultant for services under Scope of Work will be made based on the hours of work and/or services completed during the preceding month and will, in every case, be supported by a suitable invoice. This cost shall constitute complete compensation for all direct labor, sub-contract labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Work. This contract including its appendices embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of the Consultant has authority to make any representations, statements, warranties or agreements not herein expressed and all modifications of amendments of this agreement, including the appendices, must be in writing signed by an authorized representative of each of the parties hereto.

ARTICLE 4. Terms and Conditions. Both parties covenant and agree that the Terms and Conditions attached hereto as Exhibit A, Part II, shall apply to this Contract and the provision of services by Consultant hereunder.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed in multiple original copies on the day and year first above written.

R,S&H Architects-Engineers-Planners, Inc.

By: _____
Steven G. Haynie, PE
Title: Project Manager
8601 Six Forks Road, Suite 260
Raleigh, NC 28615

TOWN OF PITTSBORO

By: _____
Bryan Gruesbeck
Town Manager
P O Box 759
Pittsboro, NC 27312

APPROVAL BY FINANCE OFFICER

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

_____ Date: _____

EXHIBIT A

PART 1 SCOPE OF WORK

R,S&H will perform a high level review of the Small Area Plan's (SAP) transportation section.

R,S&H assumes that review of the SAP will take the form of multiple Traffic Impact Analysis (TIAs). R,S&H also assumes that the review for TIA will be billed based on hours expended per TIA. These high level reviews will include a detailed reading of the TIAs, spot analysis (if necessary) of any questionable findings, a quality control check, and submission of short reports with RS&H's professional opinions of the TIAs' findings.

The majority of the reviews will be conducted by Steve Haynie, PE with technical direction from Regina Page, PE, PTOE and quality control conducted by Radha Krishna Swayamopakala, PE, PTOE. Our reviews will not include any site visits. The Town shall provide any files/information provided to the Developer/Consultant by the Town or NCDOT and referenced in the SAP/TIAs. RS&H shall submit the reports to the Town within 30 calendar days of receiving NTP and analysis files from the Developer/Consultant.

PART II – TERMS AND CONDITIONS

1. Termination of Contract for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Town shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant under this Contract shall, at the option of the Town, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Consultant shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of the Contract by the Consultant, and the Town may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the Town from the Consultant is determined.
2. Termination for Convenience of the Town. The Town may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Consultant. If the Contract is terminated by the Town as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Consultant, Paragraph 1 hereof relative to termination shall apply.

3. Changes. The Town may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Town and the Consultant, shall be incorporated in written amendments to this Contract.
4. Personnel.
 - a. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Town.
 - b. All of the services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Town. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. Assignability. The Consultant shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the Town thereto.
6. Findings Confidential. All of the reports, information, data, etc. prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Town.
7. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.
8. Compliance with Local Laws. The Consultant shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Consultant shall save the Town harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
9. Equal Employment Opportunity. During the performance of this Contract, the Consultant agrees that it will prohibit discrimination in employment on the basis of race, creed, color, religion, sex, national origin, physical or mental disability, age or any other factor which cannot be lawfully used as the basis for employment decisions.
10. Interest of Members of a Town. No member of the governing body of the Town and no other officer, employee, or agent of the Town, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall

have any personal financial interest, direct or indirect, in this Contract, and the Consultant shall take appropriate steps to assure compliance.

11. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Consultant shall take appropriate steps to assure compliance
12. Interest of Consultant and Employees. The Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.
13. STANDARD OF CARE – Services performed by Consultant and its subsidiaries, independent professional associates, sub-consultants, and sub-contractors will be conducted in a manner consistent with that degree of care and skill ordinarily practiced by members of the engineering profession in the same locality, under similar circumstances, and providing similar services. No other representation, warranty or guaranty, expressed or implied, is included or intended in this Agreement, or in any report, opinion, document, or otherwise provided by Consultant. Consultant shall exercise usual and customary professional care to comply with codes regulations, laws, rules, ordinances, and other such requirements in effect as of the date of execution of this Agreement.
14. Interest of Consultant and Employees. The Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

