



## Village of Marvin

### CONTRACT FOR SERVICES STANDARD FORM

Date: May 9, 2024

10006 Marvin School Road  
Marvin, NC 28173  
Phone (704) 843-1680 \* Fax (704) 843-1660  
[manager@marvinnc.org](mailto:manager@marvinnc.org)

**CONTRACTOR  
INFORMATION** Brian LaFranchi  
Dewberry Engineers Inc.  
9300 Harris Corners Pky, Ste. 220  
Charlotte, NC 28269

**LOCATION OF  
WORK/SERVICES  
TO BE  
PERFORMED (If  
not Village Hall)** Village Trails  
Marvin, NC 28173

This Contract for Services, and all attachments, (collectively this "Contract") is entered by and between the Village of Marvin, a municipal corporation of the State of North Carolina, (the "Village") and Dewberry Engineers Inc., a New York corporation (the "Contractor").

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

- Scope of Services.** The Contractor agrees to perform for the Village the following services:  
  
Civil engineering and environmental services for due diligence on trail network as identified in the Village of Marvin Parks and Greenways Master Plan.
- Specifications / Contract Documents.** In addition to the attached Standard Terms and Conditions, this Contract incorporates by reference the terms and conditions set forth in Contractor's Proposal dated May 8, 2024 which is attached hereto. all of which will govern the services to be provided by the Contractor. **The Proposal contains extensive terms and conditions all of which form a part of this Contract as if set forth verbatim. In the event of any Conflict between any terms and conditions of this Contract (including attachments) and the Proposal, this Contract shall control.**
- Payment for Services.** In consideration of the above services, the Village will pay the Contractor an amount not to exceed \$39,875 in accordance with the amounts set forth for the specific tasks as set forth in Compensation section of the Proposal, payable within 30 days after receipt of undisputed invoices. Village shall not be responsible for any portions of the services that are not performed or are improperly performed. Village shall not be responsible for any additional services or charges without the prior written approval of such services and price by the Village.

4. Insurance Requirements. The Contractor certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to the Village and authorized to do business in the State of North Carolina:

Automobile - Contractor shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence.

Commercial General Liability - Contractor shall maintain commercial general liability insurance that shall protect Contractor from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate.

Worker's Compensation and Employers' Liability Insurance - If applicable to Contractor, Contractor shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance.

Contractor shall also provide any other insurance or bonding specifically required by applicable law.

Certificates of such insurance shall be furnished by Contractor to the Village Administrator and shall contain the provision that the Village of Marvin shall be included on the commercial general liability policies as named additional insured and be given 30 days' written notice of any intent to amend or terminate such policies by either Contractor or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.

5. Termination. Either party may terminate this Contract in the event the other party fails to cure a material breach of the terms hereof within ten (10) days' notice of such breach. Village may terminate this contract for any reason by giving Contractor at least thirty (30) days written notice prior to termination date.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at the Village of Marvin, North Carolina.

**Contractor**

**Village of Marvin**

Name: Dewberry Engineering Inc.  
Name of Contractor (type or print)

\_\_\_\_\_  
Village Manager

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

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

\_\_\_\_\_  
Finance Officer

## STANDARD TERMS & CONDITIONS

1. **Acceptance.** Contractor's acknowledgment of the terms of this Contract constitutes an agreement to (i) all terms and conditions set forth or referenced herein, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to this Contract (including without limitation any request for proposals or invitation for bids or Contractor's response thereto) that deal with the same subject matter as this Contract, and (iv) any other terms and conditions of a written agreement signed by Contractor and the Village that deals with the same subject matter as this Contract (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Contractor and the Village with respect to the purchase by the Village of the (i) goods ("Goods") and/or (ii) services provided or work performed ("Services") as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to the Village shall control. No additional or supplemental provision or provisions in variance herewith that may appear in Contractor's quotation, acknowledgment, invoice or in any other communication from Contractor to the Village shall be deemed accepted by or binding on the Village. The Village hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until the Village's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by the Village are subject to correction.
2. **Entire Agreement.** These terms and conditions and any other specifications contained in any other documents referenced shall constitute and represent the complete and entire agreement between the Village and Contractor and supersede all previous communications, either written or verbal with respect to the subject matter of this Contract.
3. **Changes, Additions, Deletions.** No changes, additions, deletions or substitutions of scope of work, specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charges or price will be permitted without the prior written approval from the Village.
4. **Relationship of the Parties.** The Contractor is an independent contractor and not an employee of the Village. The conduct and control of the work will lie solely with the Contractor. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Contractor and the Village. Employees of the Contractor shall remain subject to the exclusive control and supervision of the Contractor, which is solely responsible for their compensation.
5. **Prices.** If Contractor's price or the regular market price of any of the Goods or Services covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods or performance of such Services, Contractor agrees to give the Village the benefit of such lower price on any such Goods or Services. In no event shall Contractor's price be higher than the price last quoted or last charged to the Village unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents.
6. **Taxes.** Any applicable taxes shall be invoiced as a separate item.
7. **Substitutions.** No substitutions or cancellations shall be permitted without prior written approval from the Village.
8. **Indemnification.** Contractor shall indemnify and hold harmless the Village, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, reasonable attorneys' fees and liability that any of them may sustain (a) arising out of Contractor's failure to comply with the standard of care or (b) arising directly out of Contractor's negligent performance or lack of performance of the terms and conditions of the Contract. In the event that any Goods or Services sold and delivered or sold and performed under the Contract shall be defective in any respect whatsoever, Contractor shall indemnify and save harmless the Village, its officers, agents, employees and assigns from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that shall happen or occur in connection with the use or sale of such Goods or Services and are contributed to by said condition. In the event Contractor, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of the Village in the performance of the Contract Documents, Contractor agrees that it will indemnify and hold harmless the Village, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury arising out of, as a result of, or in connection with such negligent or unlawful entry.
9. **Invoices and Payment Terms.** It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the Contract to cancellation. Upon satisfactory delivery of the Goods or satisfactory completion of the Services, all invoices and statements shall reference the Contract number and be submitted to: Village of Marvin, Accounts Payable, 10006 Marvin School Road, Marvin, North Carolina, 28173. Payment terms are Net 30 days after receipt of correct, undisputed invoice or acceptance of Goods or Services, whichever is later.
10. **Anti-Discrimination.** During the performance of the Contract, Contractor shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
11. **Insurance.** Whenever any work or services are provided, either in or on Village owned property, the following shall apply: The Village shall specify the insurance coverage required including, but not limited to, minimum acceptable coverage and limits, as well as a minimum acceptable insurance rating for an insurance provider. The Contractor shall provide the Village with a North Carolina Certificate of Insurance PRIOR to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. Such certificates of insurance shall be considered part of the Contract.
12. **Ethics in Public Contracting.** The provisions contained in Article 8 of Chapter 143 of the North Carolina General Statutes shall be applicable to all contracts entered into by the Village of Marvin for purchase of Services totaling over \$30,000. By submitting their prices and acceptance of this Contract, all Contractors certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer or subcontractor in connection with their offer, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
13. **Applicable Laws and Courts.** All Village Contracts for Services shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Union County, North Carolina. The Contractor represents and warrants that it shall comply with all applicable federal, state and local laws, regulations and orders.
14. **Strict Compliance.** The Village 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.
15. **Assignment.** The Contractor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of the Village.
16. **General Provisions.** The Village's remedies as set forth herein are not exclusive. Any delay or omission by the Village in exercising any right hereunder, or any waiver by the Village of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
17. **Warranties.** The Contractor warrants it shall adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Union, and the Village of Marvin in the performance of the Services outlined in this Contract and any attached specifications. Contractor warrants that any finished work (for example, sidewalks) completed hereunder shall also adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Union, and the Village of Marvin. Contractor warrants that all Services delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance or payment by the Village of the Services and shall run to the Village and any user of the Services. Contractor warrants that all Services will be performed in a professional and workman like manner in accordance with best industry practices. This express warranty is in addition

to Contractor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or in equity, the Village shall be entitled to consequential and incidental damages.

18. **Quality and Workmanship.** All work shall be performed to the satisfaction of the Village. The work shall not be considered complete nor applicable payments rendered until the Village is satisfied with the Services provided.
19. **Default.** The Village may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by the Contractor. In addition to any other remedies available to the Village in law or equity, the Village may procure upon such terms as the Village shall deem appropriate, Services substantially similar to those so terminated, in which case the Contractor shall be liable to the Village for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.
20. **Termination for Convenience.** The Village shall have the right, without assigning any reason therefore, to terminate any work under the Contract, in whole or in part, at any time at its complete discretion by providing 10 days notice in writing from the Village to Contractor. If the Contract is terminated by the Village in accordance with this paragraph, the Contractor will be paid in an amount which bears the same ratio to the total compensation as does the Services actually delivered or performed to the total originally contemplated in the Contract. The Village will not be liable to the Contractor for any costs for materials acquired or contracted for, if such costs were incurred prior to the date of this Contract.
21. **Assignment.** Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract, or delegate the performance of any of its obligations hereunder, without Buyer's prior, express written consent.—
22. **No Third-Party Benefits.** The Contract shall not be considered by Contractor to create any benefits on behalf of any third party. Contractor shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party benefits.
23. **Valid Contract for Services.** In order for a Contract for Services of the Village to be valid, it must be approved in accordance with the Village of Marvin Purchasing Policy and Designation of Authority for Contract Signing ("Policy") and executed by the Village Administrator or other designee authorized by the Village Council in accordance with such Policy.
24. **Buyer.** All references to Buyer or Village, throughout these terms and conditions, shall refer to the Village of Marvin, North Carolina.
25. **Contractor.** All references to Seller or Contractor throughout these terms and conditions shall refer to the contractor identified on page 1 of this Contract for Services.