City of Lenoir

ARC Flash Assessment at Public Utilities Facilities RFQ

Ranking Order

Vendor	Bid Attachment Submitted	Created On	Ranking
McGill Associates	Yes	4/9/2026 8:17	**9.28**
SKA Consulting Engineers, Inc.	Yes	4/9/2026 10:50	**8.88**
McKim & Creed, Inc.	Yes	4/8/2026 14:54	**8.43**
Apogee Consulting Group, P.A.	Yes	4/9/2026 12:54	**8.40**
Dewberry Engineers Inc.	Yes	4/8/2026 14:44	**8.38**
Utility Technology Engineers-Consultants PLLC	Yes	4/9/2026 12:08	**8.30**
Sidebotham Substation Services PLLC	Yes	4/9/2026 11:44	**8.13**
TICH2-JV LLP	Yes	4/9/2026 13:48	**8.10**
Atkins Engineering Solutions LLC	Yes	3/27/2026 13:17	**8.08**
CDG Engineers, Inc.	Yes	4/7/2026 11:35	**8.08**
LND TECHNICAL SERVICES LLC	Yes	3/30/2026 22:25	**8.08**
ArcSafe Engineering PLLC	Yes	4/2/2026 15:38	**8.03**
Casne Engineering, Inc	Yes	4/9/2026 13:17	**7.98**
Atom Engineering	Yes	4/1/2026 12:42	**7.95**
Guidant Power	Yes	3/25/2026 11:04	**7.95**
M.C. Dean, Inc.	Yes	4/6/2026 12:08	**7.93**
The Fishel Company	Yes	4/6/2026 7:39	**7.90**
Emtec Consulting Engineers, DPC	Yes	4/9/2026 11:32	**7.73**
Hallam Engineering, LLP	Yes	4/8/2026 9:29	**7.68**
Kinectrics AES	Yes	4/8/2026 20:57	**7.68**
AMPSAFE LLC	Yes	3/24/2026 18:09	**7.63**
KOECH Engineering LLC	Yes	4/6/2026 14:07	**7.55**
LOTO Lighthouse	Yes	3/20/2026 11:21	**7.48**
Micheals Electric And Design	Yes	4/2/2026 10:44	**3.60**
The EI Group, Inc.	Yes	3/26/2026 10:39	**0***
~~Casne Engineering, Inc~~	~~No~~	~~4/9/2026 9:04~~	
~~Guidant Power~~	~~No~~	~~3/18/2026 20:45~~	

*exceeded allowed pages

CONSULTING SERVICES AGREEMENT

This contract entered into this _____day of May, 2026 by and between City of Lenoir, hereinafter called the Client, and McGill Associates, PA;

Witnesseth that: Whereas, the Client desires to engage McGill Associates to provide consulting services; and,
Whereas, the Client finds that the attached Scope of Services and terms of this agreement are acceptable; and,
Whereas, McGill Associates desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth. Now, therefore, the parties hereto do mutually agree as follows:

1. Scope of Services: McGill Associates shall provide the services attached hereto in the Contract Proposal "Scope of Services" of this Agreement, hereinafter called services. Fees for additional services will be negotiated with the Client prior to proceeding with the work.

2. Standard of Care: McGill Associates will perform its services using that degree of skill and diligence normally employed by professional engineers or consultants performing the same services at the time these services are rendered.

3. Authorization to Proceed: Execution of this Consulting Services Agreement will be considered authorization for McGill Associates to proceed unless otherwise provided for in this Agreement.

4. Changes in Scope: The Client may request changes in the Scope of Services provided in this Agreement. If such changes affect McGill Associates cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement.

5. Compensation: The Client shall pay the compensation to McGill Associates set forth in the Contract Proposal "Basis of Compensation" attached hereto. Unless otherwise provided in the Basis for Compensation, McGill Associates shall submit invoices to the Client monthly for work accomplished under this agreement and the Client agrees to make payment to McGill Associates within thirty (30) days of receipt of the invoices. It is also mutually agreed that should the Client fail to make prompt payments as described herein, McGill Associates reserves the right to immediately stop all work under this agreement until disputed amounts are resolved.

6. Personnel: McGill Associates represents that it has, or will secure at their own expense, all personnel required to perform the services under this agreement and that such personnel will be fully qualified and adequately supervised to perform such services. It is mutually understood that should the scope of services require outside subcontracted expertise McGill Associates may employ such services at their discretion.

7. Opinions or Estimates of Cost: Any costs estimates provided by McGill Associates shall be considered opinions of probable costs. These along with project economic evaluations provided by McGill Associates will be on a basis of experience and judgment, but, since McGill Associates has no control over market conditions or bidding procedures, McGill Associates cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions.

8. Termination: This Agreement may be terminated for convenience by either the Client or McGill Associates with fifteen (15) days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such non-performance within five (5) days of written notice and diligently complete the correction thereafter. On termination, McGill Associates will be paid for all authorized work performed up to the termination date plus reasonable project closeout costs.

9. Limitation of Liability: McGill Associates liability for Client's damages will, in aggregate, not exceed the total fees paid by the Client for the Scope of Services referenced herein or $50,000 whichever is greater. This provision takes precedence over any conflicting provision of this Agreement or any documents incorporated into it or referenced by it. This limitation of liability will apply whether McGill Associates liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include McGill Associates' directors, officers, employees and subcontractors. At additional cost, Client may obtain a higher limit prior to commencement of services.

10. Assignability: This agreement shall not be assigned or otherwise transferred by either McGill Associates or the Client without the prior written consent of the other.

11. Severability: The provisions of this Consulting Services Agreement shall be deemed severable, and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this consulting services agreement is deemed unenforceable for any reason whatsoever, such provision shall be appropriately limited, and given effect to the extent that it may be enforceable.

12. Ownership of Documents: All documents, calculations, drawings, maps and other items generated during the performance of services shall be considered intellectual property and remain the property of McGill Associates. Client agrees that the deliverables are intended for the exclusive use and benefit of and may be relied upon for this project only by the Client and will not be used otherwise. Client agrees that any prospective lender, buyer, seller or third party who wishes to rely on any deliverable must first sign McGill Associates' Secondary Client Agreement.

13. Excusable Delay: If performance of service is affected by causes beyond McGill Associates control, project schedule and compensation shall be equitably adjusted.

14. Indemnification: Client agrees to indemnify, defend and hold McGill Associates, its agents, employees, officers, directors and subcontractors harmless from any and all claims, and costs brought against McGill Associates which arise in whole or in part out of the failure by the Client to promptly and completely perform its obligations under this agreement, and as assigned in the Contract Proposal "Scope of Services" or from the inaccuracy or incompleteness of information supplied by the Client and reasonably relied upon by McGill Associates in performing its duties or for unauthorized use of the deliverables generated by McGill Associates. Furthermore, McGill agrees to indemnify, defend and hold the Client harmless from any claims brought against the Client as a result of McGill's work.

15. Choice of Law: This Agreement shall be governed by the internal laws of the State of North Carolina.

16. Entire Agreement: This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements, whether oral or written, and may only be modified or amended as herein provided; and as mutually agreed.

17. Attachments to this document:

1. Contract Proposal including Scope of Services and Basis of Compensation.

Client: City of Lenoir

Authorized Signature:

_____

Print Name: Dr. Jeff Church

Title: Public Services Public Utilities Director

Address: 510B Greer Circle SW
Lenoir, North Carolina 28645

McGill Associates, P.A.

Authorized Signature:

_____

Print Name: Douglas Chapman, PE

Title: Principal/Office Manager

Address: 1240 19th Street Lane NW
Hickory, North Carolina 28601