

NORTH CAROLINA

CHATHAM COUNTY

AGREEMENT FOR GOODS AND/OR SERVICES

THIS AGREEMENT FOR GOODS AND/OR SERVICES (this "Agreement"), made and entered into this _____ day of _____, 2025 by Chatham County, a corporate and body politic of the State of North Carolina (the "County") and HMW Preservation (the "Contractor"). Either the County or the Contractor may be referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, the Contractor has agreed to provide goods and/or services as hereinafter set forth in a professional manner in accordance with the standards of Contractor's business or industry, and

WHEREAS, the County wishes to enter into an Agreement with Contractor to provide the goods and/or services specified in Appendix 1, Scope of Work, attached hereto and incorporated herein by reference and made an integral part of this Agreement.

NOW THEREFORE, in consideration of the premises and mutual agreement described below, the Parties agree as follows:

1. **Term of Agreement:** The term of this Agreement shall commence on September 16, 2025, and end on September 30, 2028, unless terminated hereinafter set forth.
2. **Scope of Service:** The Contractor shall provide to the County the goods and/or service (the "Services") set forth in the "Scope of Work" attached hereto as Appendix 1.
3. **Compensation:** As compensation for the Services to be provided by the County, the County shall pay the Contractor a sum not to exceed \$300,000.00 payable within thirty (30) days from receipt of proper invoice and proper documentation that the goods/services have been delivered or provided in accordance with this Agreement or as otherwise set forth in Appendix 1.
4. **Insurance:** Contractor shall maintain insurance policies as shown in Appendix 2 for the entire term of this Agreement as well as any subsequent amendments.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of North Carolina and shall be rated not less than "A" by A.M. Best and Company. Contractors shall furnish Certificates of Insurance to the County, *naming the County as an additional insured*, prior to the commencement of Services. The certificates shall clearly indicate that Contractor has obtained insurance of the type, amount, and classifications as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Compliance with the foregoing requirements shall not relieve Contractor from any liability or obligations under this Agreement.

The County requires that all contractors carry workers' compensation insurance. The County recognizes that contractors with fewer than three employees are not statutorily required to carry said insurance. The County reserves the right to waive the requirement to carry workers' compensation insurance on a case-by-case basis. If the contractor's status changes during the term of an agreement and worker's compensation insurance becomes statutorily required, the contractor must provide proof of said coverage to the County.

5. **Confidentiality:** All proprietary data and information, if any, furnished to Contractor by the County shall be regarded as confidential, shall remain the sole property of the County and shall be held in confidence and safekeeping by Contractor for the sole use of the County and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees, and agents will not disclose to any person, firm, or entity other than the County or its designated legal counsel, accountants, or practice management consultants any confidential information about the County. Contractor agrees to carry out its obligations to the County in compliance with all privacy and security regulations required by law.

6. Intellectual Property Owned by Contractor: This Agreement is subject to the North Carolina public records law and may be released upon request. Not all "Trade Secrets" will qualify as protected under N.C.G.S. §132-1.2 and 66-152.
7. Status of Parties: Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and the County. Contractor and its employees and representatives are independent contractors, solely responsible for its or their performance under this Agreement and shall have no legal authority to bind the County.
8. Assignment and Subcontracting: Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Contractor without prior written consent of the County, which consent may be withheld in the County's sole discretion.
9. Binding Effect: This Agreement shall be binding upon the Parties hereto, their heirs, administrators, executors, successors and assigns, if such assignment has been approved by the County.
10. Notices: Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, address as follows:

Chatham County
Attn: County Manager
Post Office Box 1809
Pittsboro, North Carolina
919.542.8200

HMW Preservation
Attn: Heather M. Slane
PO Box 355
Durham, North Carolina 27702
336.207.1502
heather@hmwpreservation.com

11. Governing Law: This Agreement and the rights and obligations to the Parties hereunder shall be construed and governed by the laws of the State of North Carolina, and the venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Chatham County, North Carolina.
12. Modifications: This Agreement may be amended or modified only by the mutual written consent of the Parties. A modification is not enforceable against the County unless it is signed by the County Manager or other duly authorized official.
13. Entire Agreement: This Agreement 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.
14. Waiver: A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the Party against whom enforcement of the waiver is sought. The waiver of a breach of any provisions of this Agreement shall not operate or be construed as waiver of subsequent or other breach thereof.
15. Termination: This Agreement may be terminated as follows:
- a. Cause: If the services provided by Contractor under this Agreement are not performed as specified herein, this Agreement may be terminated by the County for cause. Grounds for termination for cause shall include, but not be limited to, the following:
 - i. Failure to respond to reasonable requests from the County to provide the Services covered by this Agreement.
 - ii. Failure to properly recycle any electronic equipment as specified in Article 9, Chapter 130A of the North Carolina General Statute, or failure to comply with any statutory requirement included in the formal bid request, as provided in the bid packet, which bid packet is incorporated herein by reference.

- iii. Failure to maintain the insurance required by this Agreement.
- iv. Charging rates or fees in excess of those permitted under this Agreement.
- v. Inefficient, or unsafe practices in providing Services.
- vi. The material breach of any provision of this Agreement.

b. Convenience: The County reserves the right to terminate this Agreement upon thirty (30) days prior written notice to Contractor for any reason deemed by the County to serve the public interest. This termination for convenience will not be made when termination is authorized under any other provision of this Agreement. In the event of such termination, the County shall pay the Contractor its costs directly attributable to those Services received by the County prior to termination that meet the requirements of this Agreement. Provided however, that no costs will be paid to the Contractor that are recoverable in the Contractor's normal course of doing business. The County is not liable for the loss of any profits anticipated to be made hereunder, nor for any special, consequential, or similar damage.

16. Annual Appropriations and Funding: This Agreement is subject to the annual appropriation of funds by the Chatham County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, the County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment for all Services satisfactorily provided under this Agreement up to and through the Contractor's receipt of notice of termination.

17. Indemnity: Contractor agrees to indemnify and hold harmless, the County, its officers, agents, servants, and employees from an all claims, actions, lawsuits, losses, damages, expenses, judgments or liabilities of any kind whatsoever (including without limitation, cost of defense and attorney fees) suffered by the County and proximately caused by an act or omission of Contractor, its subcontractors, agents, or employees.

18. State and Federal Requirements: By signing this Agreement, Contractor certifies that (*if applicable*) Contractor, and any of Contractor's subcontractor are in compliance with State and Federal laws, including any divestment list by the NC State Treasurer, and Federal or State debarment or suspension lists. The County Terms and Conditions are incorporated herein, made an integral part of this Agreement, and may be found at the County's web site: <https://www.chathamcountync.gov/government/departments-programs-a-h/finance/forms>. A hard copy of the Terms and Conditions is available upon request.

19. Controlling Document: In the event of any conflict between this Agreement and any document, instrument, or other agreement prepared or provided by Contractor (including, without limitation, Contractor's purchase orders, invoices and warranties), the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties have executed this Agreement in their official capacities with legal authority to do so.

CHATHAM COUNTY

By: _____
Bryan Thompson, County Manager

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

Roy Lynch, Finance Director

CONTRACTOR

By: _____

Name: _____

Title: _____

APPENDIX 1

SCOPE OF WORK:

Deliverable Due	Process	Product	Payment
	<u>Phase One - Survey Update</u>		
December 1, 2025	<u>1. Survey Preparation & Community Involvement:</u> GIS data, historic plats Existing Survey Files, previous surveys/reports Published and Local Sources Draft Methodology Public Meetings	Draft Methodology Draft Bibliography Public Meetings	\$5,470
February 1, 2026	<u>2. Fieldwork (1/3):</u> Survey Update ~200 Properties Digital Photography Complete Survey Forms	Labeled Survey Photo CD CRSurveyor data Spreadsheet with addresses for Phase 2	\$10,000
November 1, 2026	<u>3. Fieldwork (2/3):</u> Survey Update ~200 Properties Digital Photography Complete Survey Forms	Labeled Survey Photo CD CRSurveyor data Spreadsheet with addresses for Phase 2	\$10,000
January 1, 2027	<u>4. Fieldwork (3/3):</u> Survey Update ~150 Properties Digital Photography Complete Survey Forms	Labeled Survey Photo CD CRSurveyor data Spreadsheet with addresses for Phase 2	\$11,625
May 1, 2026	<u>5. File Preparation (1/3):</u> Draft Building Descriptions/Updates Revised Site Plans/Maps Print Survey Photos Enter data to HPO data base	Printed HPO database w/updated entries Printed Survey Photos	\$13,000
February 1, 2027	<u>6. File Preparation (2/3):</u> Draft Building Descriptions/Updates Revised Site Plans/Maps Print Survey Photos Enter data to HPO data base	Printed HPO database w/updated entries Printed Survey Photos	\$13,000
August 1, 2027	<u>7. File Preparation (3/3):</u> Draft Building Descriptions/Updates Revised Site Plans/Maps Print Survey Photos Enter data to HPO data base	Printed HPO database w/updated entries Printed Survey Photos	\$13,125
October 1, 2027	<u>8. Report Preparation:</u> Revised Methodology Draft Survey Findings w/Data Gaps Draft Study List for including in final report Formatting and Illustrations	Draft Survey Report	\$6,825
Winter 2027 (dependant on HPO and local review times)	<u>9. HPO Review/Final Draft:</u> Revisions Presentation to HPO Staff Presentation at Local Meeting(s)		\$5,200
		Total for Phase One:	\$88,245

<u>Phase Two - New Survey</u>			
October 1, 2027	<u>10. Survey Preparation & Community Involvement:</u>		
	Local Interviews/Oral Histories	Draft Methodology	\$4,700
	Additional Local Sources	Draft Bibliography	
	Draft Methodology	Public Meetings	
	Public Meetings		
December 1, 2027	<u>11. Fieldwork (1/2):</u>		
	Field Survey ~400 Properties	Labeled Survey Photo CD	\$20,000
	Digital Photography	CRSurveyor data	
	Complete Survey Forms		
March 1, 2028	<u>12. Fieldwork (2/2):</u>		
	Field Survey ~400 Properties	Labeled Survey Photo CD	\$20,400
	Digital Photography	CRSurveyor data	
	Complete Survey Forms		
May 1, 2028	<u>13. File Preparation (1/2):</u>		
	Draft Building Descriptions	Printed HPO database w/written entries	\$26,000
	Revised Site Plans/Maps	Printed Survey Photos	
	Print Survey Photos		
	Enter data to HPO data base		
August 1, 2028	<u>14. File Preparation (2/2):</u>		
	Draft Building Descriptions	Printed HPO database w/written entries	\$30,450
	Revised Site Plans/Maps	Printed Survey Photos	
	Print Survey Photos		
	Enter data to HPO data base		
November 1, 2028	<u>15. Report Preparation:</u>		
	Draft Historic Context	Draft Survey Report	\$12,350
	Draft Architectural Context		
	Draft Study List and other Recommendations		
	Follow-up Fieldwork for Study List properties		
	Formatting and Illustrations		
Spring 2029 (dependent on HPO and local review times)	<u>16. HPO Review/Final Draft:</u>		
	Revisions		\$5,200
	Presentation at Staff Review & NRAC		
	Presentation at Local Meeting(s)		
Total for Phase Two:			\$119,100

PROJECT NAME: Chatham County Architectural Survey Update

SCOPE OF SERVICES:

Phase 1 will include the updating of existing survey files for rural Chatham County, excluding those properties located within the municipal boundaries and extra-territorial jurisdictions of Pittsboro, Siler City, Goldston, Cary, and Apex. Between 1982 and 1986, Rachel Osborn completed a Comprehensive Architectural Survey of the county's thirteen (13) townships and the town of Siler City. Ruth Selden-Sturgill then completed a survey of Pittsboro. The results of the two surveys resulted in a Multiple Property Documentation Form for the National Register and a 391-page publication on the historic architecture of the county. Other site numbers have been assigned during Section 106-related survey and

because of general constituent inquiries, including National Register listings. To date, the HPO has assigned 891 survey site numbers in Chatham County, of which approximately 550 appear to be located in rural areas.

An evaluation of building loss since the 1980s, when Chatham County was initially surveyed, can help identify trends in demolition and redevelopment which can, in turn, influence regional planning policy. Architectural Survey also provides location of historic resources that, when mapped, can be quickly and easily identified in the aftermath of natural disasters or considered during the planning of new residential, commercial, and transportation projects.

Phase 1 will also include the preparation of a report outlining the findings of the survey update as well as the identification of up to 400 properties to be surveyed in Phase 2.

Phase 2 will include the full architectural survey of up to 400 properties and the preparation of historic and architectural context for Chatham County in the mid- to late-twentieth century. One the goals of countywide survey should always be the documentation of a broad range of property types, building styles, and community stories. Early surveys tended to focus on the history of European settlements and prioritized the documentation of the most architecturally distinctive buildings. As a result, the surveys and written histories were inherently skewed toward the documentation of upper-class white properties and buildings. Current surveys must aim to tell a more inclusive and collective story of the county, by documenting culturally and socially significant resources as well as architecturally distinctive buildings. Because this distinction lies in the building's ownership and use, it is necessary to speak to residents throughout the county to identify the places that are significant to the varied populations of Chatham County.

The consultant will coordinate the survey materials and report with the Chatham County Planning Department and the North Carolina State Historic Preservation Office. The consultant will submit digital copies of the survey products and reports to the client. Digital and paper copies of the survey files, photos, survey report, and any additional documentation will be provided to the North Carolina State Historic Preservation Office. Properties that appear eligible for the National Register of Historic Places will be presented to the NC-HPO and the National Register Advisory Committee.

In summary, this project will update approximately 550 existing survey records and add approximately 400 new survey records to the countywide inventory of historic resources. A survey report summarizing the findings of the survey; the architectural, social, and agricultural developments of the county in the mid- to late-twentieth century; and recommendations for further study and National Register listing will be prepared.

TOTAL COMPENSATION: - Base cost of \$207,345.00 not to exceed \$300,000.00

COMPLETION DATE: September 30, 2028

APPENDIX 2

INSURANCE REQUIREMENTS

General / Professional Liability

\$ 100,000 bodily injury per person

\$ 500,000 bodily injury per occurrence

\$ 100,000 property damage