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NORTH CAROLINA

AGREEMENT FOR GOODS AND/OR SERVICES

CHATHAM COUNTY

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 Freese & Nichols, Inc. (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 July 1, 2025, and end on June 30, 2026. The period covered by this Agreement is one year but may be reduced depending on Contractor performance or as unless terminated hereinafter set forth. This Agreement may also be extended by the County, at its option, for two additional one-year terms.

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: Compensation for the Services to be provided by the Contractor will be set forth in individually executed Task Orders. Each Task Order may not exceed $50,000.00.

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 all 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 quality 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. Bryan Thompson Post Office Box 1809 Pittsboro, North Carolina 27312 919.542.8200.	Freese & Nichols, Inc. Attn: Charles Archer 1017 Main Campus Drive, Suite 1200 Raleigh, North Carolina 27606 919.637.3438 Charles.archer@freese.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

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

PROJECT NAME: On-call Engineering

SCOPE OF SERVICES:

Professional Consultant Engineering and Landscape Architecture Services

- Stormwater plan review and other tasks associated with program administration.
- Erosion Control plan review and other tasks associated with program administration.
- Floodplain Development permit review other tasks associated with program administration.
- Watershed Protection program management.
- Stream and wetland identification for riparian buffer determinations
- Analyze survey reports, maps, drawings, blueprints, aerial photography, and other topographical or Environmental Impact Assessments submitted for private projects
- Construction and post-construction monitoring and inspection services
- Assist County Staff with review of private development plans as assigned
- Assist County Staff in the development of ordinance updates and revisions as needed
- Assist staff or take lead in remote or on-site meetings for projects
- Assist staff with Special Non-Residential Intensity Allocation review and tracking as permitted under the Watershed Protection Ordinance
- Site-specific landscape architectural design plans
- Plan preparation or review
- Evaluation, repair, maintenance, and/or modifications to dams or stormwater control measures

COMPSENSATION: Compensation for the Services to be provided by the Contractor will be set forth in individually executed Task Orders. Each Task Order may not exceed $50,000.00

COMPLETION DATE: June 30, 2026

APPENDIX 2

INSURANCE REQUIREMENTS

Worker's Compensation	Automobile Liability	General / Professional Liability
Statutory Limits	$250,000 bodily injury per person $100,000 property damage	$ 100,000 bodily injury per person $ 500,000 bodily injury per occurrence $ 100,000 property damage $1,000,000 errors and omissions and negligent performance