



**Request for Proposals
Carteret County Government
Historic Courthouse Chimney Repairs**



Carteret County, North Carolina

Issued: June 25, 2025

Submission Deadline: July 9, 2025 by 9:00 AM, EST.

CARTERET COUNTY PUBLIC BUILDINGS



Phone: 252-648-7877

REQUEST FOR PROPOSAL

Date: 06/25/2025
To: Interested Contractors
Project Name: Historic Courthouse Chimney Repairs
Scope of Work:

Carteret County Government is seeking competitive proposals to tuckpoint and replace flashing for four (4) chimneys at the Historic Courthouse located at 302 Courthouse Square, Beaufort, NC 28516.

The Contractor shall abide by the details and shall refer to the diagrams and associated pictures in addition to the scope of work specified within the documents provided below.

Chimney Tuckpointing

- The Contractor shall refer to Chapter 6 of the Beaufort Historic Design Guidelines for Brickwork and Masonry. These guidelines are listed below.
- Inspect and remove all loose, cracked, or deteriorated mortar from the chimney joints using appropriate hand tools to a depth of at least $\frac{3}{4}$ - inch or until sound mortar is reached.
- Clean all joints of dust and debris to ensure proper bonding.
- Repoint joints using mortar that matches the existing composition, color, texture, and profile.
- Ensure the curing process meets the manufacturers recommendations.
- Clean all masonry surfaces from smears and residue.
- Should any of the brick become damaged during repairs, they shall be replaced with matching brick at the contractor's expense.

Flashing Replacement

- Carefully remove and dispose of existing shingles surrounding chimneys and chimney flashing.
- Install ice and water shield membrane around each chimney, extending a minimum of 24-inches beyond the flashing placement in all directions.
- Fabricate and install new custom copper flashing around each chimney. Flashing detail shall include but is not limited to, head, step, apron/base, and counterflashing.
- Flashing shall receive copper fasteners or solder to ensure a watertight assembly.

- Install new matching shingles to replace those removed, ensuring proper overlap and alignment with the existing roofing.
- Seal all penetrations and transitions to ensure a weathertight seal.

Schedule

- Work shall be scheduled in coordination with the County POC.

Cleaning and Miscellaneous

- The Contractor shall provide all necessary labor, materials, Safety Data Sheets (SDS), equipment, and a competent supervisor to oversee and direct work as outlined in these documents.
- The Contractor shall protect all surrounding surfaces and property.
- All associated debris shall be cleaned and hauled off at the end of each working day. All cleaning equipment shall be provided by the Contractor.
- All new materials listed shall be furnished and installed by the Contractor.
- All new material shall be installed per the manufacture's recommendations and instructions.
- Any and all measurements and material quantities shall be verified by the Contractor.
- The Contractor shall submit any and all warranty documentation on behalf of the County.
- Any damages caused by the Contractor shall be the Contractor's responsibility to fix or replace at the County's discretion.
- It shall be the Contractor's responsibility to complete and submit a Certificate of Appropriateness (COA) Minor Works Application for projects within the Beaufort Historic District, if required.
- The Contractor shall obtain the required permits, if required, give all notices to the County POC (including a copy of any permits), and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work. Permits shall be posted onsite at the project location. No time extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.

Brickwork and Masonry Guidelines

- 6.3.1. Retain and preserve historic brick and masonry elements, including walls, chimneys, foundations, and retaining walls. Preserve masonry elements that are character-defining features of the building or property.
- 6.3.2. Repair and restore historic masonry elements, rather than replace. Remove vegetation and vines from masonry to prevent structural or moisture damage.
- 6.3.3. Clean historic masonry only with low-pressure water washing and mild detergents formulated for the specific application. Use chemical cleaners formulated for historic masonry only if water and detergent cleaners are not effective.
- 6.3.4. Sandblasting, high-pressure water blasting, and other abrasive cleaning methods which may damage historic masonry are not appropriate in the historic district.
- 6.3.5. Water-repellant sealers are generally not appropriate because they may trap moisture, causing deterioration or discoloration.
- 6.3.6. For repointing, use only mortars that are compatible with historic mortars in color, strength, and joint finish or surface tooling. Maintain the historic joint width, joint profile, and bond patterns when making repairs. Modern mortars may cause damage to older, softer brick.
- 6.3.7. Use only hand tools to remove deteriorated mortar joints, under the direction of a skilled mason. Do not use power tools or saws to remove mortar joints.
- 6.3.8. When replacing damaged brick or stone, use replacements that match the original units as closely as possible.
- 6.3.9. Avoid painting masonry surfaces that were not painted historically. When painting masonry that has been previously painted, use acrylic latex paints for best durability.

Contractors shall provide their W-9 as well as current Certificates of Insurance for public liability, property damage, and Workers' Compensation. Certificates of Insurance shall have "Carteret County Government, 302 Courthouse Square, Beaufort, NC 28516" listed as additionally insured, with proposal submission.

The Contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the owner.

Payment will be made in one lump sum within thirty (30) consecutive days after acceptance of the work and the submission both of notarized contractor's affidavit and four copies of invoices, which are to include the contract, account and job order numbers, if applicable.

Please provide your proposal with break outs for labor, materials and tax, if applicable.

Failure to abide by the conditions within may result as an incomplete proposal.

Award of Contract

Carteret County Government reserves the right to award to multiple contractors deemed to be fully qualified and best suited among others submitting proposals on the basis of the evaluation factors included within this RFP. Once the proposals are ranked by Carteret County Governments Committee and the qualified contractor is determined, Carteret County Government may conduct further negotiations, and/or request presentations to any or all contractors. Carteret County Government reserves the right to accept or reject, in whole or in part, proposals directed to the best interest of the County. Each contractor shall fill out the required information within this RFP, submit Certificate of Insurance for liability and Worker's Compensation in order for the proposal to be qualified. Carteret County Government reserves the right to reject any or all proposals for any reason.

Carteret County POC

All inquiries concerning the Scope of Services, Proposal Submission Requirements or Site Visits should be directed to:

**Mr. Ray Farnum
Project Coordinator
5231 Business Drive, Newport, NC 28570
Email: Ray.farnum@carteretcountync.gov
Telephone: 252-241-6913**

Proposals shall be emailed, mailed, and/or hand delivered to the address of the POC shown above, and the sealed envelope shall clearly state the name of this RFP. It is the sole responsibility of the Contractor to ensure that their proposal arrives by the designated submission date assigned. Interested Contractors shall provide a breakdown of their proposal on their company letterhead attached to this RFP.

Issued Date: June 25, 2025

Due Date – Proposals to the attention of Mr. Ray Farnum are due no later than **July 9, 2025 by 9:00 AM, EST.**

GENERAL CONDITIONS

GENERAL

- a) It is understood and agreed that by submitting a bid that the Contractor has examined these contract documents, drawings and specifications and has visited the site of the Work, and has satisfied himself relative to the Work to be performed.

MATERIALS, EQUIPMENT AND EMPLOYEES

- a) The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, sanitary facilities and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied there from, all in accordance with the contract documents.
- b) All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
- c) No changes shall be made in the Work except upon written approval and change order by Director, Carteret County General Services.
- d) Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed.
- e) However, the contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Substitution of materials, items or equipment of equal or equivalent design shall be submitted to the architect or engineer for approval or disapproval; such approval or disapproval shall be made by the architect or engineer prior to the opening of bids.
- f) If at any time during the construction and completion of the work covered by these contract documents, the conduct of any worker of the various crafts be adjudged a nuisance to the Owner or if any worker be considered detrimental to the work, the Contractor shall order such parties removed immediately from the site.
- g) The contractor shall designate a foreman/superintendent who shall direct the work.

CODES, PERMITS AND INSPECTIONS

- a) The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Designer in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising from non-compliance with requirements.

- b) All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable.

SAFETY REQUIREMENTS

- a) The Contractor shall be solely responsible for the entire site and the construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required by the Owner or Designer. He shall be responsible for any damage to the Owner's property or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the Owner arising from such damages.
- b) The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926 published in Volume 39, Number 122, Part 11, June 24, 1974 Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- c) The Contractor shall provide all necessary safety measures for the protection of all persons on the work, including the requirements of the AGC Accident Prevention Manual in Construction as amended, and shall fully comply with all state laws or regulations and North Carolina Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

TAXES

- a) Carteret County is **not exempt** from North Carolina State Sales and Use Taxes on labor, material and equipment to be incorporated in the Work. Said taxes shall be included in invoices submitted by Contractor. Contractor in submitting his invoices shall break out all sales taxes as a separate item and County where purchase was made.

EQUAL OPPORTUNITY

- a) The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.
- b) The Contractors agree not to discriminate against any employees or applicant for employment because of physical or mental handicap about any position for which the employees or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

INSURANCE

- (a) To the fullest extent permitted by laws and regulations, Contractor shall indemnify and hold harmless the County and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from Contractor's performance of this Contract or the actions of the Contractor or its officials, employees, or contractors under this Contract or under contracts entered into by the Contractor in connection with this Contract. This indemnification shall survive the termination of this Contract.

- (b) In addition, Contractor shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Additionally, Contractor shall maintain, at its expense, the following minimum insurance coverage:

\$1,000,000 per occurrence /\$2,000,000 aggregate-Bodily Injury Liability, and
\$100,000 --- Property Damage Liability or 1,000,000 per occurrence /\$2,000,000 aggregate-Combined Single Limit Bodily Injury and Property Damage.

- (c) The Contractor upon execution of this Contract shall furnish to the County a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty-(30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.

INVOICE FOR PAYMENT

- a) Payment will be made in one lump sum within thirty (30) consecutive days after acceptance of the work and the submission both of notarized contractor's affidavit and four copies of invoices, which are to include the contract, account and job order numbers.
- b) Each invoice shall note the amount of Sales Tax paid by the Contractor, contain release of lien from subcontractors and vendors for prior invoices paid, and contain a notarized contractor's affidavit.
- c) The Contractor's affidavit shall state, "This is to certify that all costs of materials, equipment, labor, and all else entering into the accomplishment of this contract, including payrolls, have been paid in full."
- d) Executed contract documents, insurance certifications and, upon completion and acceptance of the work, invoices and other information requested are to be sent to:

Mr. Ray Farnum
Project Coordinator
5231 Business Drive, Newport, NC 28570
Email: Ray.farnum@carteretcountync.gov
Telephone: 252-241-6913

- e) It is imperative that contract documents, invoices, etc., be sent only to the above address in order to assure proper and timely delivery and handling.

CLEANING UP

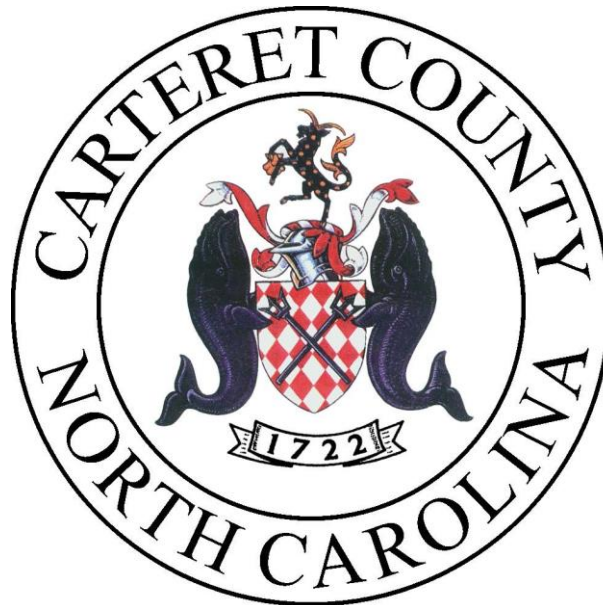
- a) The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by Carteret County. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the sites, and completely prepare the project and site for use by Carteret County.

GUARANTEE

- a) The Contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the owner.
- b) Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The Contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturer's warranty period.
- c) Additionally, the owner may bring an action for latent defects caused by the negligence of the contractor, which is hidden or not readily apparent to the owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

The Contractor agrees that the terms of these contract documents shall apply equally to a subcontractor as to the Contractor, and that the subcontractor is bound by those terms as an employee of the Contractor.



SUPPLEMENTARY GENERAL CONDITIONS

TIME OF COMPLETION

The Contractor shall commence work to be under this Contract on an agreed upon project schedule between the County and Contractor, to be specified in written order from the County and or shall fully complete all work hereunder within **(60)** consecutive calendar days from the Notice to Proceed for the base bid contract. For each day in excess of the above number of days, the Contractor shall pay the Owner the amount of **One Hundred Dollars (\$100)** as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the Owner should the Contractor fail to complete the Work within the time specified.

If the Contractor is delayed at any time in the progress of his work by any act or negligence of the Owner, his employees or his separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Owner, then the contract time may be reasonably extended in a written order from the Owner upon written request from the contractor within ten days following the cause for delay.

UTILITIES

Temporary utilities services are furnished at contractor's expense unless otherwise noted. (i.e.; power, water, sewer, steam, telephones, portable toilets, trash containers, etc.)

INSTRUCTIONS FOR WORKING ON COUNTY PROPERTY

- a) Parking & Traffic - Construction that will block facility traffic flow/close street requires one-week written notice to the Public Building Manager.
- b) Decorum - It is illegal for any person to have firearms, alcoholic beverages, drugs (except those prescribed by a physician) on County property. Violators will be reported to local law enforcement.
- c) Behavior - Indecent language, harassing "cat" calls or whistles, etc., will not be tolerated. Violators will be removed from county property immediately; questions will be asked later. Proper dress is required, long pants and shirts will be worn at all times. Loud music is not permitted.
- d) Use of Building - Contractor personnel are not permitted to use Buildings/Facilities for restrooms, eating, or leisure activity. Unless prior approval is granted by County Representative.
- e) Locate for Utilities - When digging or trenching on or adjacent to County property, a 48-hour notice is required to locate existing underground utilities. Contractor must contact the Public Works Department (252-648-7878) as well as the NC One Call Center (1-800-632-4949) for public utilities.
- f) Disruption of Utilities - When any underground utilities or unusual conditions are damaged or encountered, contact the Public Works Department (252-648-7878) immediately. The Public Works Department will investigate and advise as needed. Contractor must have personnel available to effect immediate repair. If damage occurred due to failure of the County to properly locate utilities, the contractor will be reimbursed.
- g) Planned Outages - Outages needed to allow contractor to complete or perform work, must be scheduled with the Public Buildings Department (252-648-7877). One-week written notice is required for all outages.
- h) Access to Buildings - Access to perform work in a building after normal working hours (8:00 a.m. to 5:00 p.m. Monday - Friday) must be coordinated through the Public Buildings Department with 24 hours in advance. Exterior work performed after normal working hours should also be reported to the Public Works Department 24 hours in advance.

ALTERNATE BIDS (ADD OR DEDUCT)

N/A

MINORITY BUSINESS PARTICIPATION

- a) It is the intent of the County to encourage Contractors in making every effort to utilize Minority Business Enterprises for subcontracted work. The County has established efforts to record participation of such Enterprises by the attached “Appendix E – MBE DOCUMENTATION FOR CONTRACT PAYMENTS”. The Contractor shall include the attached Appendix E with each pay application.
- b) Bidders can use the Office for Historically Underutilized Business website <http://www.doa.state.nc.us/doa/hub/> to locate HUB contractors.
- c) Nothing in these guidelines shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority-business contractors or minority-business subcontractors who do not submit the lowest responsible, responsive bid or bids.

E-VERIFY EMPLOYER COMPLIANCE

The contractor represents and covenants that the contractor and its subcontractors comply with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). In this E-Verify Compliance section, “contractor” “its subcontractors” and “comply” shall have the meanings intended by NCGS 153A-499 (b). The County is relying on this section in entering into this contract. The parties agree to this section only to the extent authorized by law. If this section is held to be unenforceable or invalid in whole or in part, it shall be deemed amended to the extent necessary to make this contract comply with NCGS 153A-499 (b).

SUPERINTENDENT

The Contractor shall employ a competent superintendent who shall represent the Contractor and have the authority to make field decisions necessary for performing the work. Competency must be demonstrated by performing high quality construction work on time according to Contractor’s approved schedule. County reserves the right to require replacement of the superintendent by Contractor without explanation from the County.

INDEMNIFICATION

The Contractor will indemnify and hold the County harmless from any and all liability, expense, judgment, suit, or cause of action for personal injury, death, or direct damage to tangible property which may accrue against the County to the extent it is caused by the negligence of Contractor, or its Sub-Contractors, or their employees or agents, while performing duties under this Agreement, provided that the County gives the Contractor prompt, written notice of any such claim or suit.

TERMINATION

Carteret County Government shall have the right to terminate this contract immediately by written notice to the Contractor if the Contractor fails to execute the services promptly and to Carteret County Governments satisfaction, or fails to perform any obligation imposed by any provisions of this Contract. In the event of termination for default, Carteret County Government has against the Contractor all remedies provided by law and equity.

PERFORMANCE AND PAYMENT BONDS

A Performance Bond is not required.

A Payment Bond is not required.

PRE-CONSTRUCTION CONFERENCE

The owner may require a pre-construction conference to review project with contractor. Date will be set after award of contract.

PROJECT SCHEDULE

The owner may require a project schedule to show dates for planned work phases and completion date.

SUMMARY OF PAPERWORK

FORMAT FOR PROPOSAL SUBMISSION

Upon completion, the Contractor shall submit the full proposal package in a single-sided PDF format. If the Contractor elects to submit the proposal via mail or hand delivery, all pages must likewise be printed single-sided and included in their entirety. Additionally, the Contractor shall provide a detailed cost breakdown on official company letterhead, clearly itemizing materials, labor, and applicable taxes.

Prior to Award

- 1 – Submit Certificate of Insurance for Liability and Worker’s Compensation.
- 2 – Submit company W-9.
- 3 – Submit Iran Divestment Act.
- 4 – Submit Subcontractor Form, if applicable.
- 5 – Submit Supplier Exemption Form, if applicable.
- 6 – Submit Certification Regarding Debarment and Suspension Form.
- 7 – Submit Service Agreement Acknowledgement.
- 8 – Provide material submittals, if applicable.

After Award

- 1 – Submit Project Timeline and Schedule.
- 2 – Submit completed Sales Tax Summary and Detail forms, state “None”, if applicable.
- 3 – Sign and Submit County Signed Service Agreement.
- 4 – Sign and Submit Notice to Proceed/Letter of Award.

Final Payment

- 1 – Submit invoice only after accepted work is complete.
- 2 – Submit completed Sales Tax Summary and Detail forms, state “None” if applicable.
- 3 – Submit Contractor’s Warranty Letter, state date of acceptance agreed with owner.
- 3 – Submit Contractor’s Affidavit Letter.
- 4 – Submit Appendix E – MBE Documentation for Contract Payments, if applicable.

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.59**

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

Signature

Date

Printed Name

Title

Notes to persons signing this form:

N.C.G.S. 147-86.59(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned
-

N.C.G.S. 147-86.59(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer’s Final Divestment List.

The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned applicant certifies to the best of his or her knowledge and belief, that the applicant and its principals:

- a. Are **not** presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state, or local department or agency;
- b. Have **not** within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are **not** presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have **not** within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this certification.

Business Name: _____

Address: _____

City/State/Zip: _____

(Seal if Corporation)

Title: _____

Date: _____



PROJECT TITLE: _____

____/____/____
Month / Date / Year

| | |
|---------------------------|--|
| SUBCONTRACTOR: | |
| DESCRIPTION OF WORK: | |
| FEDERAL ID #: | |
| NC CONTRACTOR LISCENSE #: | |
| STREET ADDRESS: | |
| CITY, STATE, ZIP: | |
| EMAIL ADDRESS: | |
| FIELD CONTACT AND CELL #: | |

| | |
|---------------------------|--|
| SUBCONTRACTOR: | |
| DESCRIPTION OF WORK: | |
| FEDERAL ID #: | |
| NC CONTRACTOR LISCENSE #: | |
| STREET ADDRESS: | |
| CITY, STATE, ZIP: | |
| EMAIL ADDRESS: | |
| FIELD CONTACT AND CELL #: | |

APPENDIX E

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

SCO Project ID: _____

Pay Application #: _____ Period: _____

The following is a list of payments made to Minority Business Enterprises on this project for the above-mentioned period.

| MBE FIRM NAME | * TYPE OF MBE | AMOUNT PAID THIS MONTH (With This Pay App) | TOTAL PAYMENTS TO DATE | TOTAL AMOUNT COMMITTED |
|---------------|---------------|--|------------------------|------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

*Minority categories: Black (B), Hispanic (H), Asian American (AA), American Indian (AI), White Female (WF), Socially and Economically Disadvantaged (SED)

Approved/Certified By:

Name

Title

Date

Signature

SUBMIT WITH EACH PAY REQUEST - FINAL PAYMENT - FINAL REPORT



SERVICE AGREEMENT ACKNOWLEDGEMENT

Historic Courthouse Chimney Repairs

- A. This Amendment shall be considered part of the bid document for the above- mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Amendment shall govern and take precedence. **BIDDERS MUST SIGN THE AMENDMENT AND SUBMIT IT WITH THEIR BIDS.**
- B. Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Amendment. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

Service Agreement (listed below)

Exceptions to the *Sample Service Agreement*. Attached is a sample Service Agreement that describes the County's terms and conditions. The successful firm will be required to enter into a Service Agreement. Any exceptions to the terms and conditions of the Agreement **must be documented** and submitted in this Section. In addition, any additional language, terms or conditions must be submitted in this section.

BIDDER MUST ACKNOWLEDGE THIS AMENDMENT BY SIGNING BELOW AND ATTACHING THE SIGNED AMENDMENT TO THE BID FORM:

Company Name _____

Contact Person _____

Signature _____

Date _____

SAMPLE ONLY – do not fill in

AGREEMENT FOR SERVICES



THIS AGREEMENT FOR SERVICES (“Agreement”) is made this [_____] of [_____] , 2025 (the **“Effective Date”**), by and between the County of Carteret, a North Carolina municipal corporation (the **“County”**), and [SERVICE PROVIDER]1, a(n) [STATE OF _____] [INC]2 (**“Service Provider”**). The County and Service Provider are at times collectively referred to hereinafter as the **“Parties”** or individually as a **“Party”**.

WHEREAS, the County desires to engage Service Provider to provide the services described on Exhibit A attached hereto, together with an additional service reasonably implied and inferred therefrom or customarily provide in the performance of services of the nature to be provided by Service Provider pursuant hereto (the **“Service”**); and

WHEREAS, Service Provider desires to render the service in accordance with this Agreement, and has the experience, staff, and resources to perform such Service.

NOW THEREFORE, the County and Service Provider, inconsideration of their mutual covenants and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, hereby agree as follows:

SECTION I. ENGAGEMENT OF SERVICE PROVIDER

- A. **Engagement-** Service Provider shall perform the Service and the County shall pay Service Provider for the Performance of such Service as set forth herein.

- B. **Independent Contractors-** The relationship between the Parties shall be that of independent contractors. Without limiting the generality of the foregoing, the Parties acknowledge and agree that Service Provider, its employees, subcontractors, and suppliers are not individually or collectively to be deemed an employee or employees of the County under any circumstances. Furthermore, nothing in this agreement shall under any circumstances be construed to make the County and Service Provider joint venturers, partners, or parties to similar relationships with each other.

SECTION II. PROVISION OF THE SERVICES

1 E.g., “Acme Consulting, Inc.”, “XYZ Professional Services, LLC”, “John Q. Public”, etc. The Service Provider’s full legal name should be used here and on the signature page, including the “Inc.”, “LLC” or other designation indicating the type of entity if Service Provider is an entity (e.g., “Acme Consulting, Inc.” rather than “Acme Consulting”).

2 E.g., corporation, professional corporation, limited liability company, professional limited liability company, limited liability partnership, etc. Note that the legal name should give some indication regarding the type of entity—i.e., “Inc.” or “Corp.” or “Corporation” = a corporation; “LLC” = a limited liability company; “LLP” = a limited liability partnership. If Service Provider is an individual, replace the

last two bracketed placeholders in this paragraph with the following: “individual resident of the State of [SERVICE PROVIDER'S STATE OF RESIDENCE]”.

- A. Provision of the Services-** Service Provider will provide the Services in accordance with the terms and conditions of this Agreement.
- B. Fees-** The County will pay Service Provider for provisions of the Services consistent with the hourly rates and/or fixed amounts set forth on Exhibit A, with the total payment to Services Providers under this Agreement not to exceed [REDACTED].
- C. Additional Services-** Any work required by the County but which goes beyond the scope of the services will be classified as “Additional Services.” Additional Services will be negotiated on an individual project basis and, if such negotiations are successful, will be governed by an amendment to this Agreement or a new separated agreement between the Parties.

SECTION III. RESPONSIBILITIES OF SERVICE PROVIDER AND COUNTY

A. Service Provider’s Responsibilities

1. Service Provider shall be responsible for the quality, technical accuracy, and the coordination of all Services (including all related deliverables (the “**Deliverables**”)) furnished by Service Provider under this Agreement.
2. The Services shall be performed consistent with the schedule, if any, set forth on **Exhibit A**. If no such schedule is set forth on **Exhibit A**, the Services shall be provided within a reasonable time established by the County. Service Provider agrees to provide progress reports regarding its performance of the Services in a format acceptable to the County and at intervals established by the County. The County will be entitled at all times to be promptly advised, at its request and in writing, as to the status of Services being performed by Service Provider and of the details thereof.
3. In the event there are delays on the part of the County as to the approval of any of the materials submitted by Service Provider, or if there are delays occasioned by circumstances beyond the control of Service Provider which delay the Services’ completion date as specified on **Exhibit A**, the County may grant to Service Provider an extension of the contract time equal to the aforementioned delays, provided there are no changes in compensation or scope of services.
4. It shall be the responsibility of Service Provider to ensure at all times that sufficient contract time remains within which to complete the Services. Time is of the essence with respect to Service Provider’s performance of the Services.
5. In the event that Service Provider fails to timely complete the performance of all Services in accordance with the timeframe set forth on **Exhibit A**, the County shall have the right to cease making any partial progress payments following expiration of such timeframe. No

further payments under this Agreement will be made until a time extension is granted by the County or all Services have been completed and accepted by the County in writing.

6. Service Provider shall submit to the County such Project documentation and Deliverables as agreed to by Service Provider and the County on **Exhibit A**. Service Provider shall not be liable for use by the County of said Deliverables for any purpose other than those intended by the terms of this Agreement.
7. All plans, specifications, analytical tools, maps, documents, reports, and/or other Deliverables prepared or obtained under this Agreement shall be considered “works made for hire” (as defined in 17 U.S.C. §101) for the County and shall become the property of the County without restriction or limitation on their use. To the extent that any of the Deliverables do not constitute a “work made for hire”, Service Provider hereby irrevocably assigns, and shall cause its employees, agents, and other personnel (collectively, “**Personnel**”) to irrevocably assign to the County, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all intellectual property rights therein. Service Provider shall cause its Personnel to irrevocably waive, to the extent permitted by applicable law, any and all claims such its Personnel may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of *droit moral* with respect to the Deliverables. Upon the County’s reasonable request, Service Provider shall, and shall cause its Personnel to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist the County to prosecute, register, perfect, or record its rights in or to any Deliverables.
8. The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, and 49 and other pertinent Federal, State, and County Regulations, as applicable, with the understanding that there is no conflict between County, State, and Federal Regulations and, in the event, there is a conflict, the more restrictive of the applicable regulations will govern.
9. Service Provider’s right to reimbursement for travel costs, if any, will be addressed in the compensation provisions set forth on **Exhibit A**.
10. Service Provider shall comply with all applicable construction specifications and policies provided to it by the County during Service Provider’s provision of the Services.
11. Prior to provision of the Services, Service Provider shall, by written notice to the County, designate a representative to act on behalf of Service Provider with respect to the Services to be performed hereunder (the “**Designated Representative**”). The Designated Representative’s decisions, agreements, and actions relating to the Services to be provided hereunder shall be binding upon Service Provider. If the County requests that Service Provider designate a different Designated Representative, Service Provider will do so within five (5) calendar days of Service Provider’s receipt of written notice from the County regarding such request. If Service Provider decides to change the Designated

Representative, Service Provider will give written notice to the County of its new Designated Representative and the effective date of such change.

12. Prior to the commencement of Service Provider's provision of Services (a) the County will provide written notice to Service Provider of the requirement, if any, to provide payment and/or performance bonds relating to the Services, and (b) Service Provider shall provide any such bonds so required by the County in connection therewith.

B. The County's Responsibilities

1. The County shall designate and fully authorize an appointed representative(s) to act on behalf of the County with respect to this Agreement. The representative's instructions, requests, and decisions on behalf of the County will be binding to all matters pertaining to this Agreement.
2. The County shall provide existing data, plans, reports, and other information known to, in possession of, or under control of the County which are relevant to the execution of the duties of Service Provider under this Agreement, and shall provide information regarding Project and task objectives, constraints, criteria, relationships, flexibility, systems, site features, and other requirements that exist as of the Effective Date or which may develop during the performance of this Agreement, and shall assist Service Provider in obtaining needed information from the County's files.
3. The County shall furnish or cause to be furnished data prepared by others, or services of others, except those data and services which are to be provided by Service Provider pursuant to **Exhibit A**.

SECTION IV. TERM

- A. Duration-** The term of this Agreement (the "Term") will commence on the Effective Date and will expire upon completion of Service Provider's performance of the Services, unless sooner terminated as provided herein.

SECTION V. COMPENSATION AND PAYMENT

As compensation for Service Provider's performance of the Services, the County agrees to pay Service Provider at the rates and in the amounts set forth on **Exhibit A** and subject to the provisions of this **Section V**.

A. Invoices

1. Submittal- Service Provider's invoices to the County for compensation for Services ("Invoices") shall be submitted on a monthly basis. Each invoice shall reference this agreement. The County shall have thirty (30) calendar days from the County's receipt of an invoice to report any concerns about the Invoice to Service Provider. Any concerns shall be promptly addressed by Service

Provider to the reasonable satisfaction of the County, and Service Provider shall submit a revised invoice after the County's concerns about the invoice have been addressed.

2. Payment- Payment terms for any undisputed items are thirty (30) calendar days after the County receipts of each accurate and properly submitted invoice.
 3. Required Detail- Each invoice shall be submitted to the County with detail and supporting documentation sufficient to process the invoice for payment and for proper pre-audit and post-audit thereof.
 4. Dispute Items- If any items in any invoice are disputed by the County for any reason, including the lack of supporting documentation, the County shall promptly notify Service Provider of the dispute and required clarification and/or remedial action. After any dispute has been settled, Service Provider shall include the disputed items on a subsequent regularly scheduled invoice or on a special invoice for the disputed items only.
- B. Audit of Records- Service Provider agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to Services performed under this Agreement and to make such materials available for the County audit or inspection at the County office during the Term and for five (5) years from the date of final payment.

SECTION VI. INSURANCE AND INDEMNIFICATION

A. Insurance Coverage

The contractor, at its own expense, shall keep in force and maintain at all times during this agreement:

1. Commercial General Liability Insurance- Commercial General Liability Insurance, issued by responsible insurance companies and in a form acceptable to the County, protecting and insuring against all the foregoing with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence for Bodily Injury and Property Damage.
2. Automobile Liability Insurance- Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) per occurrence.
3. Workers' Compensation Coverage- Full and complete Workers' Compensation Coverage, as required by North Carolina state law, shall be provided.
4. Insurance Certificates- Contractor proposals may have generic insurance certificates inserted illustrating coverage limits available to the Contractor. Following the notice of award, the Contractor shall provide the County with certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Commercial General Liability policy shall provide that the County be an additional named insured. The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All

insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized to do business under the laws of North Carolina.

5. Indemnification

1. General Indemnification- Service Provider shall defend, indemnify, and hold harmless the County and its officers, directors, employees, agents, successors, and permitted assigns (each, an "Indemnitee") from and against all losses, damages, liabilities, deficiencies, actions, judgment, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or resulting from:

(a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the willful, fraudulent, or negligent acts or omissions of Service Provider or its Personnel; and

(b) Service Provider's breach of any representation, warranty, or obligation of Service Provider set forth in this Agreement.

2. Intellectual Property Indemnification- Service Provider shall defend, indemnify, and hold harmless the County and its officers, directors, employees, agents, successors, and permitted assigns from and against all Losses based on a claim that any of the Services (or related Deliverables) or the County's receipt or use thereof infringes any intellectual property right of a third party; provided, however, that Service Provider shall have no obligations under this Section VI.B.2 with respect to claims to the extent arising out of: (a) any instruction, information, designs, specifications, or other materials provided by the County in writing to Service Provider; (b) use of any Deliverables in combination with any materials or equipment not supplied to the County or specified by Service Provider in writing, if the infringement would have been avoided by the use of the Deliverables not so combined; or (c) any modifications or changes made to any Deliverables by or on behalf of any person other than Service Provider or its Personnel.

SECTION VII. TERMINATION

A. Termination for Breach- This Agreement may be terminated by either Party upon notice to the other Party in the event of the other Party's material breach of this Agreement; provided that no termination for material breach may be effected unless the breaching Party fails to cure such breach within ten (10) calendar days following its receipt of notice of such breach from the non-breaching Party.

B. Termination for Convenience. The County may terminate this Agreement at any time for its convenience upon notice to Service Provider. If this Agreement is terminated by the County pursuant to this Section VII.B, Service Provider shall be paid for the portion of Services satisfactorily performed through the effective time of such termination.

C. Post-Termination Obligations. Upon any termination effected pursuant to this Section VII, Service Provider shall (1) promptly discontinue all Services affected, and (2) deliver or otherwise make available to the County all documents, data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have

been accumulated by Service Provider in performing this Agreement, whether completed or in process.

- D. County May Prosecute Services. Upon any termination effected pursuant to this Section VII, the County may take over the performance of the Services and prosecute the same to completion by agreement with a third party or otherwise.
- E. Survival. The rights and obligations of the Parties set forth in this Section VII.E and Section I.B, Section III.A.8, Section V, Section VI, Section VII.C, Section VII.D, Section VIII, and Section X, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

SECTION VIII. SERVICE PROVIDER'S REPRESENTATIONS, WARRANTIES, AND COVENANTS

- A. A. E-Verify. Service Provider represents, warrants, and certifies to the County that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and covenants that at all times during the Term, it will continue to comply with these requirements. Service Provider also covenants that it will require that all of its subcontractors that provide any of the Services to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Service Provider's breach of its representations, warranties, and/or covenants in this **Section VIII.A** shall be deemed to be a material breach of this Agreement.
- B. Compliance with Legal Requirements. Service Provider will comply with all applicable local, state, and federal laws, regulations, ordinances, and rules relating in any way to the provision of the Services, including, without limitation, all such laws, regulations, ordinances, and rules prohibiting discrimination on the grounds of race, color, religion, sex, age, disability, national origin, or other protected classes in the performance of Services under this Agreement.
- C. Skill, Title, Non-Infringement, and Conformity with Specifications. In addition to the implied warranties of merchantability and fitness for a particular purpose, which are hereby incorporated by reference with respect to the Services, Service Provider further represents and warrants to the County that:
 - 1. it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement;
 - 2. the County will receive good and valid title to all Deliverables, free and clear of all encumbrances and liens of any kind;
 - 3. none of the Services, Deliverables, and the County's use thereof infringe or will infringe any intellectual property right of any third party, and, as of the date hereof, there are no pending or, to Service Provider's knowledge, threatened claims, litigation, or other proceedings pending against Service Provider by any third party based on an alleged violation of such intellectual property rights;

4. the Services and Deliverables will be in conformity in all material respects with all requirements or specifications stated in this Agreement for a period of two (2) years from full completion of the Services.

- D. Confidential Information. Service Provider agrees: (a) not to disclose or otherwise make available Confidential Information to any third party without the prior written consent of the County; provided, however, that Service Provider may disclose the Confidential Information to its Personnel and legal advisors who have a “need to know”, who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section; (b) to use the Confidential Information only for the purposes of performing its obligations under this Agreement; and (c) to immediately notify the County in the event it becomes aware of any loss or disclosure of any of the Confidential Information. If Service Provider becomes legally compelled to disclose any Confidential Information, Service Provider shall provide: (x) prompt written notice of such requirement so that the County may seek, at its sole cost and expense, a protective order or other remedy; and (y) reasonable assistance, at the County’s sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, Service Provider remains required by law to disclose any Confidential Information, Service Provider shall disclose no more than that portion of the Confidential Information which, on the advice of Service Provider’s legal counsel, Service Provider is legally required to disclose. As used herein, “**Confidential Information**” means any information that is treated as confidential by the County, including but not limited to all non-public information about the County’s business affairs, products or services, intellectual property rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether or not marked, designated, or otherwise identified as “confidential.” Confidential Information shall not include information that: (a) is already known to Service Provider without restriction on use or disclosure prior to receipt of such information from the County; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, Service Provider; (c) is developed by Service Provider independently of, and without reference to, any Confidential Information of the County; or (d) is received by Service Provider from a third party who is not under any obligation to the County to maintain the confidentiality of such information.
- E. No Debarment. Service Provider represents and warrants to the County that Service Provider is not currently (a) under sanction, exclusion, or investigation (civil or criminal by a federal or state enforcement, regulatory, administrative, or licensing agency) or otherwise ineligible for federal or state program participation, or (b) listed on North Carolina or any other state or federal debarment databases (e.g., Office of Inspector General and System for Award Management).

SECTION IX. MEETINGS

- A. General. Subject to any more specific provisions set forth on **Exhibit A**, Service Provider will make such reviews, attend such meetings, and make such contacts as are necessary to maintain the schedule for any County project to which the Services relate (the “**Project**”) and for proper preparation of plans, documents, specifications, and special provisions.
- B. Status Updates. Service Provider may be required to meet with representative(s) of the County to review the status of the Services and/or the Project. These meetings will not be required unless problems arise that cannot be resolved during the Parties’ regular meetings.

Such additional meetings, if needed, shall be held at the County's office or at the Project site as appropriate.

SECTION X. MISCELLANEOUS

- A. Entire Agreement; Conflicting Provisions.** This Agreement, together with all Exhibits and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In case of a conflict between the provisions of this Agreement and the provisions of any attachment or other document referenced by or incorporated into this Agreement, the provisions of this Agreement shall control and prevail. Any terms and conditions or similar provisions submitted by Service Provider on any Invoice or other form shall not become a part of this Agreement unless agreed upon in a writing executed by a duly authorized representative of the County. Without limiting the generality of the foregoing, the Parties acknowledge and agree that **Exhibit A** attached hereto may take the form of Service Provider's proposal for the Services, in which case any verbiage set forth on **Exhibit A** that (a) conflicts with the provisions of this Agreement or its other Exhibits, or (b) adds any terms, conditions, qualifications, covenants, or agreements beyond the matters that this Agreement specifically contemplates to be addressed on **Exhibit A** (i.e., a description of Services, the compensation payable to Service Provider for the Services, the documentation and deliverables to be provided in connection with the Services, and the schedule for performance of the Services), shall be disregarded and of no force or effect.
- B. Captions and Headings.** The captions and headings contained in this Agreement are for convenience and reference only, and do not define, describe, extend, or limit the scope or intent of this Agreement or the scope or intent of any provision contained herein.
- C. Severability.** The invalidity of one or more phrases, sentences, clauses, or sections in this Agreement shall not affect the validity of the remaining portions of this Agreement, so long as the material purpose of this Agreement can be determined and effectuated.
- D. No Waiver.** Any failure by either Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any such provision.
- E. Counterparts.** This Agreement may be signed in any number of counterparts, and all such counterparts together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- F. Governing Law; Jurisdiction.** This Agreement and performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of North Carolina without giving effect to its principles regarding conflicts of laws. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Services provided hereunder shall be instituted exclusively in the courts of North Carolina located in Carteret County, and each Party

irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court. To the extent permitted by applicable law, if any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party hereto against the other Party arising out of or related to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party, in addition to any damages and costs otherwise awarded to the prevailing Party.

- G. Equitable Relief.** Each Party acknowledges that a breach by a Party of **Section III.A.8** or **Section VIII.D** may cause the non-breaching Party irreparable harm, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching Party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching Party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

- H. Successors and Assigns; Assignment.** This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement. Neither Party may assign, sublet, subcontract, or transfer any interest in this Agreement without the prior written consent of the other Party.

- I. Amendments and Waivers.** This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each Party hereto. No waiver by either Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving.

- J. Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); or (b) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses indicated below (or at such other address for a Party as shall be specified in a notice given in accordance with this **Section X, J**):

If to the County:

The County of Carteret
Purchasing Department
302 Courthouse Square
Beaufort, NC 28516

If to Service Provider:

(See Service Provider's address for notices on the signature page hereof.)

- K. Disclosure. Service Provider agrees that it shall make no statements, press releases, or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars, thereof, without first notifying the County and securing its consent in writing. Service Provider also agrees that it shall not publish, copyright, or patent any of the Deliverables or other work product furnished to the County pursuant to this Agreement, it being understood that all such Deliverables or other work product is the exclusive property of the County.
- L. Interpretation. For purposes of this Agreement, (a) the words “include,” “includes,” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof, and (y) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.
- M. Continuation of Performance of the Services During Dispute. During the pendency of any dispute between the Parties arising out of or relating to this Agreement, provided that Service Provider’s continued performance of Services is requested by the County in writing, it shall be the responsibility of Service Provider to continue to provide the Services in conformity with the Agreement. The County shall, subject to its right to withhold amounts to cover damages allegedly caused by Service Provider’s breach or default under this Agreement, continue to pay Service Provider any undisputed amounts in accordance with this Agreement. For the avoidance of doubt, the provisions of this **Section X.M** shall not apply in the event of a termination of this Agreement pursuant to **Section VII**.
- N. Representation of Authority. Any individual executing this Agreement on behalf of Service Provider hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of Service Provider and does so with full legal authority.

[SIGNATURES BEGIN ON THE NEXT PAGE]

IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the Effective Date.

The County of Carteret

By: _____

Name: _____

Title: _____

Preaudit Certificate

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

Dee Meshaw, Deputy County Manager

Service Provider:

If Service Provider is an entity:

[LEGAL NAME OF SERVICE PROVIDER]

If Service Provider is an individual:

Signature

By: _____

Print name: [LEGAL NAME OF SERVICE PROVIDER]

Name: _____

Title: _____

Service Provider's address for notices:

Attn.: _____

PROPOSAL AND CONTRACT

Carteret County Government Historic Courthouse Chimney Repairs

The undersigned, as bidder, proposes and agrees if this proposal is accepted to contract with Carteret County for the furnishing of all materials, equipment, labor and tax necessary to complete the Carteret County Historic Courthouse Chimney Repairs described in these documents in full and complete accordance with requirements, specifications, and contract documents, and to the full and entire satisfaction of Carteret County for the sum of:

\$ _____

Contractor: _____

Federal ID#: _____

By: _____

Witness: _____

Title: _____

(Owner, partner, corp. Pres. or Vice President)

Address: _____

Attest: *(corporation)*

Email Address: _____

(Corporate Seal)

By: _____ License #: _____

Title: _____

(Corporation.Secretary./Ass't Secretary.)

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized office or agent.

COUNTY OF CARTERET

(Seal)

Contractor

Authorized Representative

(Seal)

Printed Name

Title

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

Approved as to form:

Dee Meshaw, County Finance Officer

Sharon Griffin
County Manager/County Attorney

**NORTH CAROLINA
COUNTY OF CARTERET GOVERNMENT**

I, _____ a Notary Public of the State and County aforesaid certify that Sharon Griffin acknowledged that she is the County Manager of County of Carteret, and that authority duly given as the act of the Board signed the foregoing instrument signed in its name by the County Manager, sealed with its corporate seal.

WITNESS my hand and official seal, this ___ day of _____, 2025

Notary Public

My Commission expires: _____