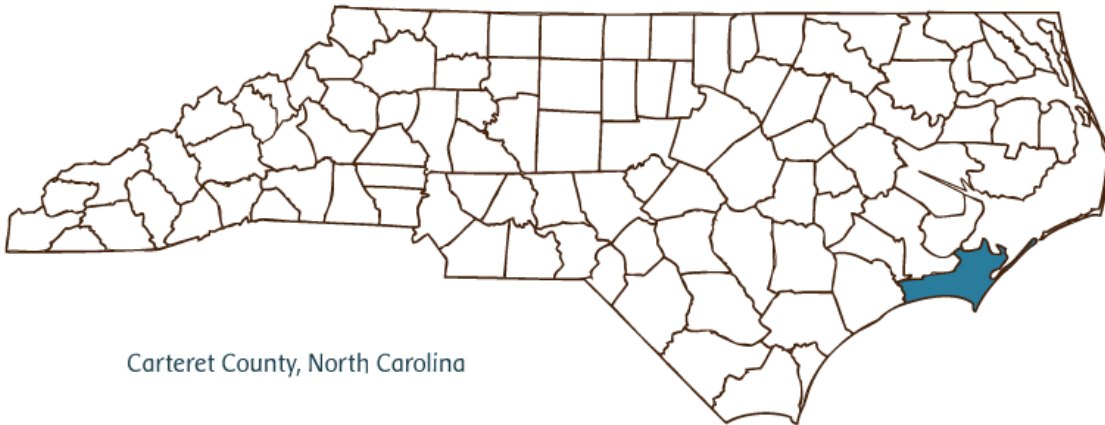


REQUEST FOR QUALIFICATIONS

ARCHITECTURAL & ENGINEERING DESIGN SERVICES

Historic Courthouse HVAC Design



Carteret County, North Carolina

Issued: June 27, 2025

Submission Deadline: August 27, 2025 by 10:00 AM, EST.

Introduction

The Carteret County Courthouse consist of three interconnected structures: The Administration Building, the Annex, and the Historic Courthouse. The Administration and Annex buildings were constructed in the 1970's, while the Historic Courthouse dates back to 1907. Currently, the Administration building is conditioned by a chiller whereas portions of the Annex and Historic Courthouse are served by a cooling tower. The existing water source heat pumps that condition the second floor of the Historic Courthouse are not maintenance friendly and are failing. The purpose of this Request for Qualifications (RFQ) is to procure design services for a new HVAC system that operates independently of the existing cooling tower.

Invitation

Carteret County (herein referred to as, "The County") invites experienced and interested Architectural and Engineering firms (herein referred to as, "A/E") to submit qualifications to assist Carteret County in developing plans, specifications, and to establish a primary contract for construction for the Historic Courthouse HVAC redesign. The project consists of the design of a new split HVAC system. This system will replace the existing 20-ton water source heat pumps located in the attic currently serving the second story of the Historic Courthouse located at 302 Courthouse Square, Beaufort, NC 28516. Proposing firms must have performed similar services as a prime or subcontractor and provide references from the project owners where these operations took place. Additionally, proposing firms would be expected to work with County staff.

Objectives

The selected firm shall provide comprehensive design and construction documentation services for the HVAC system replacement. Services shall include, but are not limited to:

1. On-site assessment of the existing HVAC system and surrounding infrastructure;
2. Evaluation of load requirements and building performance criteria;
3. Structural evaluation (if roof-mounted option is considered);
4. Design of a split HVAC system, including ductwork, controls, electrical service and integration;
5. Site planning for demolition and either rooftop or ground-mounted installation;
6. Preparation of construction drawings, specifications, and bid documents;
7. Assistance during bidding and contractor selection;
8. Construction phase support as needed.

The County is seeking firms with specific expertise in the design of similar scope projects. All proposed project designs will be reviewed and authorized by an evaluation panel consisting of individuals selected by the County and shall be subject to all applicable governmental reviews and design standard approvals. Responses shall clearly outline the firm's ability to deliver the following minimum services of providing the following services:

Develop architectural design documents and conceptual options/alternatives. The A/E shall prepare drawings and documents that depict alternative concepts which satisfy the overall scope of work.

1. Present to the County panel, the preliminary as well as final plans.
2. Incorporate the County's request and prepare development documents consisting of drawings and other documents to relevant to the County's request. These documents shall also include information on materials and other such elements as may be appropriate and meet current local, state, and federal code requirements and standards.
3. If approved for construction, prepare construction/bidding documents and assist the County in responsibilities for filing documents required for the approval of governmental authorities having jurisdiction over the project.

Initial services are limited to design with cost estimates, however it may be necessary for additional services if the County authorizes proceeding with construction. These additional services shall include, but not limited to, the following:

Bidding and Negotiation

1. Prepare advertisement of bids.
2. Assist with reviewing and analyzing bids and answer questions formally.
3. Prepare a formal recommendation to the County panel.
4. Attend up to two pre-bid and one pre-construction conference.
5. As necessary, administer documentation such as architectural drawings, and any other pertinent construction documentation relevant to the project.
6. Conduct inspections as needed or required.
7. Conduct and complete final inspections and close-out documents.

Contract Negotiations

The County may negotiate any aspect of the submittal or the solicitation. The County may negotiate elements of the submittal as required to meet the needs of the County.

Proposal Evaluation/Selection Process/Agreement Award

Carteret County will form an evaluation team to initially review and evaluate the submitted responses. The responses will be evaluated for content and ranked. Responding A/E(s) will bear all cost of this RFQ and interviews, if any.

The following factors will, at a minimum, be considered during the evaluation process:

1. The qualifications, track record, relevant experience, and cost methodology of the respondent and its team; and
2. Quality and completeness of a plan for delivering of all necessary and appropriate services; and
3. Respondent's ability to provide a work plan which will successfully execute the project in an effective and efficient manner without compromising quality, safety, and schedule; and
4. The firm's proximity to the project location.

Additionally, please provide the following:

1. What your firm would do to meet the particular need, including proposed timeline to achieve task (list incremental steps and completion dates) with milestones of deliverables from the consultant.
2. What expectations you would have of the County panel.
3. Name and title of responsible "Lead" consultant.

Please include information regarding your firm's capabilities with regard to:

1. Relevant experience with HVAC system replacements of similar size and complexity.
2. Description of approach to evaluating rooftop vs. ground-mounted placement.
3. Any relevant industry certifications.
4. Resources available through your firm, as well as through other relevant partners and affiliations.
5. Resumes of key personnel on this assignment.
6. Four (4) references for whom you have performed services in the last 3 years (similar projects if available).
7. Hourly rate schedule for staff.

All proposals submitted by the deadline will be reviewed and evaluated by the County's selection committee. Based on the above criteria, the committee will identify the most qualified firms and, if deemed necessary, may invite select firms to participate in in-person presentations at Carteret County. The County reserves the right to request clarification or additional information from any applicant. Failure to provide requested information within a reasonable timeframe may result in the submission being deemed non-responsive.

The County may cancel or reject any or all proposals at any point prior to an award and is not obligated to provide an explanation for why a particular firm was not selected.

The County further reserves the right, as needed in the interest of the County, to revise or amend the RFQ specifications prior to the submission deadline. If revisions occur, they will be communicated through a formal addendum. The submission deadline may also be extended if determined necessary by the County.

Finally, the County reserves the right to reject any or all proposals, to waive informalities or technicalities, to negotiate with any firm, and to accept the proposal deemed to be in the County's best interest.

Project Budget

The work will be performed on a not to exceed fixed price basis with a specific amount and payment program being determined through contract negotiations with the successful firm and will be based upon major milestones and/or identified task and subtasks.

The County may also consider alternative proposals to provide A/E services if there is an opportunity for substantial savings, without affecting the project quality or timeline. The County also reserves certain rights, including, but not limited to, the following:

1. Reject any or all of the proposals.
2. Issue subsequent Requests for Qualifications.
3. Remedy technical errors in the Request for Qualifications process.
4. Seek assistance of outside technical experts.
5. Approve or disapprove the use of certain subcontractors or suppliers.
6. Negotiate with any, all, or none of the A/E(s).

Upon the completion of the selection process, the County shall notify all A/E(s) of the selection and the winning A/E shall enter into a County Contract which shall include all information regarding this RFQ. The A/E(s) proposal shall stand firm for a minimum of ninety (90) days and/or till the project is awarded.

Evaluation Criteria

Submissions will be evaluated based on the following:

Evaluation Factor	Weight %
Relevant Experience	25%
Project Approach	20%
Capacity and Availability	15%
Qualifications of Personnel	15%
Local Knowledge and Proximity	10%
References	10%
Clarity and Quality of Submittal	5%

GENERAL REQUIREMENTS

Any firm wishing to be considered must be properly registered with the Office of the Secretary of State of North Carolina and must have a good ethical and professional standing. It will be the responsibility of the selected private firm to verify the registration of any corporate subsidiary or subcontractor prior to submitting proposal to Carteret County.

The firm 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 bid 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.

The firm shall submit the attached Supplier Exemption Form, Iran Divestment Act Certification, Certification Regarding Debarment and Suspension Form, and Non-Collusion Affidavit.

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.

Sample Service Agreement

Attached is a Sample Service Agreement that describes the county's contractual terms and conditions to include insurance requirements. The successful Firm will be required to enter into a service agreement with the County. Any exceptions to the terms and conditions of the Service Agreement must be documented and submitted with proposal. In addition, any additional required language, terms or conditions must be submitted with the proposal.

Format for Responses to RFQ

All responses to this RFQ must be limited to twenty-five (25) pages, including the cover sheet. Please submit five (5) original hard copies and one (1) electronic copy in PDF format. The electronic copy may be either emailed to the County Point of Contact (POC) or saved to a flash drive and submitted along with the hard copies.

Submittal Deadline

Submittals are due to the County POC(s) on or before 10:00 AM on Wednesday, August 27, 2025. The submittal package should be clearly marked "Request for Qualifications- Carteret County Historic Courthouse HVAC Design" and clearly identify the firm submitting the proposal. Proposals submitted after this deadline will not be considered.

Carteret County encourages participation from minority-owned, women-owned, and historically underutilized businesses (HUBs) in accordance with state guidelines.

Submission Schedule and Key Dates

RFQ Issue Date:	June 27, 2025
Deadline for Site Visits and Questions:	Friday, July 25, 2025
Questions Answered by:	Friday, August 15, 2025
Submittal Deadline:	Friday, August 27, 2025 by 10:00 AM, Est.

SUBMITTALS AND NORTH CAROLINA PUBLIC RECORDS LAW

All proposals or responses submitted in response to this Request for Qualifications shall become the property of the County and shall become a matter of public record and subject to disclosure pursuant to Chapter 132 of the North Carolina General Statutes when opened, except for portions which qualify “trade secret” information under Chapter 66 – Article 24 (Trade Secrets Protection Act) of the North Carolina General Statutes. However, proposals or responses which are marked as confidential or trade secrets in their entirety may be disqualified by the County. To properly designate material as trade secret under these circumstances, each person or entity providing a proposal or response must do the following: (a) any trade secrets submitted by a service provider should be submitted in a separate, sealed envelope marked **“Trade Secret—Confidential and Proprietary Information—Do Not Disclose Except for the Purpose of Evaluating this Proposal,”** and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

Carteret County POC(s)

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

Mr. Aaron Elms
Public Buildings Director
5231 Business Drive, Newport, NC 28570
Email: Aaron.elms@carteretcountync.gov
Telephone: 252-648-7877

And/or

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



Name of Vendor or Bidder: _____

**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 covered transactions by any State or Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal 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 or otherwise criminally or civilly charged by a governmental entitle (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal 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 proposal.

Business Name: _____

Address: _____

City/State/Zip: _____

Signature: _____

(Seal if Corporation)

Title: _____

Date: _____

NON-COLLUSION AFFIDAVIT

State of North Carolina

County of Carteret

_____ (name of individual), being first duly sworn, deposes and says that:

1. He/She is the _____ (title) of _____ (company name), the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or Person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Carteret or any person interested in the proposed contract; and
5. The fees provided in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Seal
if Corporation

Title

Date: _____

This form must be notarized

SUBSCRIBED AND SWORN TO BEFORE ME,
This _____ day of _____, 20____

Notary Public _____

My Commission Expires: _____

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

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]”.

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- 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.

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- 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
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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:

By: _____

Signature

Name: _____

Print name: [LEGAL NAME OF SERVICE PROVIDER]

Title: _____

Service Provider's address for notices:

Attn.: _____