

**CONTRACT ROUTING FORM**

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: Facilities/Maintenance

Department contract file name (use effective date): Engineered Floors\_1910\_20240318

Project Code: [Click here to enter text.](#)

Contract type: Agreement

Contracted Services/Goods: DSS Carpet Replacement

Contract Component: Master

Change Order Number/Addendum Number:

Vendor Name: Engineered Floors

Effective Date: 03/18/2024

Approved by: County Manager


Date approved by the BOC: 03/18/2024

Ending Date: [Click here to enter a date.](#)

Total Amount: \$189,389.90

Please Return Contract to:  
Name: Brian Stevens  
Email:  
brian.stevens@chathamcountync.gov  
Special Instructions for Clerks Office:


2. Department Head or his/her designee has read the contract in its entirety.

By:  (Department Head signature required)

3. County Attorney has reviewed and approved the contract

County Attorney has reviewed and rejects the contract  Reason: \_\_\_\_\_

This is an automatic renewal and does not require approval from the County Attorney: Yes  No

 If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes  No

5. Vendor has signed the contract. Yes  No

6. A budget amendment is necessary before approval. Yes  No

If budget amendment is necessary, please attach to this form.

7. Approval

Requires approval by the BOC - contracts over \$100,000.00. Follow Board submission guidelines.

Requires approval by the Manager – contracts \$100,000 or less.

8. Submit to Clerk.

**Clerk's Office Only**

Finance Officer has signed the contract

The Finance Officer is not required to sign the contract

**NORTH CAROLINA**

**CHATHAM COUNTY**

**AGREEMENT FOR GOODS AND/OR SERVICES**

**THIS AGREEMENT FOR GOODS AND/OR SERVICES** (this "Agreement"), made and entered into this 18<sup>th</sup> day of March, 2024 by Chatham County, a corporate and body politic of the State of North Carolina (the "County") and Engineered Floors (the "Contractor"). Either the County or the Contractor may be referred to herein as a "Party" or collectively as the "Parties."

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

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

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

1. **Term of Agreement:** The term of this Agreement shall commence on April 1, 2024 and end on July 31, 2024, unless terminated hereinafter set forth.
2. **Scope of Service:** The Contractor shall provide to the County the goods and/or service (the "Services") set forth in the "Scope of Work" attached hereto as Appendix 1.
3. **Compensation:** As compensation for the Services to be provided by the County, the County shall pay the Contractor the sum of \$189,389.90, payable within thirty (30) days from receipt of proper invoice and proper documentation that the goods/services have been delivered or provided in accordance with this Agreement or as otherwise set forth in Appendix 1.
4. **Insurance:** Contractor shall maintain insurance policies as shown in Appendix 2 for the entire term of this Agreement as well as any subsequent amendments.

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

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

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

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

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

Engineered Floors  
Attn: Nancy Millett, EVP/CFO  
1502 coronet Drive  
Dalton, GA, 30721  
706.529.9658  
nancy.millett@engineeredfloors.com

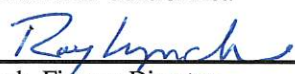
11. Governing Law: This Agreement and the rights and obligations to the Parties hereunder shall be construed and governed by the laws of the State of North Carolina, and the venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Chatham County, North Carolina.
12. Modifications: This Agreement may be amended or modified only by the mutual written consent of the Parties. A modification is not enforceable against the County unless it is signed by the County Manager or other duly authorized official.
13. Entire Agreement: This Agreement contains the entire agreement between the Parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties or understandings, written or oral expressed or implied, between the Parties, other than as set forth or referenced in this Agreement.
14. Waiver: A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the Party against whom enforcement of the waiver is sought. The waiver of a breach of any provisions of this Agreement shall not operate or be construed as waiver of subsequent or other breach thereof.
15. Termination: This Agreement may be terminated as follows:
  - a. Cause: If the services provided by Contractor under this Agreement are not performed as specified herein, this Agreement may be terminated by the County for cause. Grounds for termination for cause shall include, but not be limited to, the following:
    - i. Failure to respond to reasonable requests from the County to provide the Services covered by this Agreement.
    - ii. Failure to properly recycle any electronic equipment as specified in Article 9, Chapter 130A of the North Carolina General Statute, or failure to comply with any statutory requirement included in the formal bid request, as provided in the bid packet, which bid packet is incorporated herein by reference.

- iii. Failure to maintain the insurance required by this Agreement.
  - iv. Charging rates or fees in excess of those permitted under this Agreement.
  - v. Inefficient, or unsafe practices in providing Services.
  - vi. The material breach of any provision of this Agreement.
- b. Convenience: The County reserves the right to terminate this Agreement upon thirty (30) days prior written notice to Contractor for any reason deemed by the County to serve the public interest. This termination for convenience will not be made when termination is authorized under any other provision of this Agreement. In the event of such termination, the County shall pay the Contractor its costs directly attributable to those Services received by the County prior to termination that meet the requirements of this Agreement. Provided however, that no costs will be paid to the Contractor that are recoverable in the Contractor's normal course of doing business. The County is not liable for the loss of any profits anticipated to be made hereunder, nor for any special, consequential, or similar damage.
16. Annual Appropriations and Funding: This Agreement is subject to the annual appropriation of funds by the Chatham County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, the County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment for all Services satisfactorily provided under this Agreement up to and through the Contractor's receipt of notice of termination.
17. Indemnity: Contractor agrees to indemnify and hold harmless, the County, its officers, agents, servants, and employees from an all claims, actions, lawsuits, losses, damages, expenses, judgments or liabilities of any kind whatsoever (including without limitation, cost of defense and attorney fees) suffered by the County and proximately caused by an act or omission of Contractor, its subcontractors, agents, or employees.
18. State and Federal Requirements: By signing this Agreement, Contractor certifies that (*if applicable*) Contractor, and any of Contractor's subcontractor are in compliance with State and Federal laws, including any divestment list by the NC State Treasurer, and Federal or State debarment or suspension lists. The County Terms and Conditions are incorporated herein, made an integral part of this Agreement, and may be found at the County's web site: <http://www.chathamcountync.gov/finance>. A hard copy of the Terms and Conditions is available upon request.
19. Controlling Document: In the event of any conflict between this Agreement and any document, instrument, or other agreement prepared or provided by Contractor (including, without limitation, Contractor's purchase orders, invoices and warranties), the terms of this Agreement shall control.

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

**CHATHAM COUNTY**

By:   
 Dan LaMontagne, County Manager

<p>This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.</p> <p>          Roy Lynch, Finance Director</p>
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**CONTRACTOR**

By:   
 Name: Nancy Millett  
 Title: EVP/CFO

## **APPENDIX 1**

**SCOPE OF WORK:** Replacement of old Carpet with new Carpet at DSS.

**PROJECT NAME:** DSS Carpet

**SCOPE OF SERVICES:** Replacement of all old Carpet with new Carpet in accordance with quote (attached)

**TOTAL COMPENSATION:** - \$189,389.90 (includes reimbursables)

**COMPLETION DATE:** July 31, 2024

## APPENDIX 2

### INSURANCE REQUIREMENTS

Worker's Compensation  
Statutory Limits

Automobile Liability  
\$250,000 bodily injury per person  
\$100,000 property damage

General / Professional Liability  
\$ 100,000 bodily injury per person  
\$ 500,000 bodily injury per occurrence  
\$ 100,000 property damage

# Engineered FLOORS

COMMERCIAL DIVISION



FLOORING GROUP



EF Contract

ENGINEERED FLOORS  
COMMERCIAL DIVISION

PO Box 2207  
Dalton, GA 30722

p 800 241 4586

jjflooring.com  
efcontractflooring.com

## QUOTE

**Sales Rep:** BOSTROM AND ASSOCIATES

<b>Submittal Date:</b>	1/25/23
<b>Proposal Valid Thru:</b>	2/24/23

**Sold To:** Chatham County  
**Address:** 12 East Street

**City:** Pittsboro  
**State:** NC 27312

**Ship To:** 1030 Nowell Road

**City:** Raleigh  
**State:** NC 27607

**Information in the box below must be on PO**

**Contract:** STATE OF NORTH CAROLINA  
**Contract#:** 368449-A  
**Quote#:**

**Agreement Total:** \$188,221.70

**Contact:** Brian Stevens  
**Phone:** 919-548-2008  
**EMail:** brian.stevens@chathamcountync.gov  
**Fax:**

**Installer:** Brock Contract Services  
**Contact:** Eric Christian  
**Phone:** 919-614-8104  
**EMail:** echristian@brockcontract.com  
**Fax:**

**Project:** 1193 Chatham County S.S PH2 Carpet

**Project Scope:** \*\*\*\*\*INSTALL DATE NEEDED TO SHIP MATERIAL\*\*\*\*\* NC-360A  
Demo and replace flooring in Chatham County Social Services office.

### Mill Supplied Products

Style	Color	Size	Back	Qty	Price	UOM	Amount
TTEM UP TEMPO	TEM12 LIGHTHEA	24X24	NX	2520.00	\$31.06	SY	\$78,271.20
A1334 COMPREMIU	PREM PREMIUM	GAL4	II	21.00	\$144.70	EA	\$3,038.70
**TOTAL MATERIAL							\$81,309.90

INSTALLER PROVIDED GOODS AND SERVICES				
	Qty	UOM	Price	Amount
Carpet Installation - Carpet Tile	2520.00	SY	\$6.56	\$16,531.20
Cove Base Installation	5640.00	LF	\$1.56	\$8,798.40
Carpet Removal - Direct Glue	2300.00	SY	\$4.06	\$9,338.00
Carpet Disposal	2300.00	SY	\$.63	\$1,449.00
Furniture Lift System	2300.00	SY	\$15.63	\$35,949.00
Major Floor Preparation - Labor Only	216.00	HR	\$68.75	\$14,850.00
4" Rubber Coving with Toe, Material Only	5640.00	LF	\$1.38	\$7,783.20
Additional Cost for After Hours Installation	2300.00	SY	\$5.31	\$12,213.00
<b>**TOTAL INSTALLER PROVIDED PRODUCTS &amp; SERVICES</b>				<b>\$106,911.80</b>
<b>**TOTAL AGREEMENT AMOUNT</b>				<b>\$188,221.70</b>

For quotes that include installation services, the industry standard minimum floor prep is included.  
 All other prep will be quoted on a per job basis.  
 Unless otherwise specified in the estimate, recycling and disposal are not included.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND PROVISIONS AS NEGOTIATED WITH THE  
 END USER AND ON FILE WITH **ENGINEERED FLOORS**.

Please sign and return quote along with your PO to [contract.team@engineeredfloors.com](mailto:contract.team@engineeredfloors.com)

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

TITLE \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/08/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER STARR-MATHEWS AGENCY 108 North Court St. P. O. Box 188 Calhoun GA 30703-0188	CONTACT NAME: Beth Goble	
	PHONE (A/C, No, Ext): (706) 629-4441 FAX (A/C, No): (706) 629-3631 E-MAIL ADDRESS: bgoble@starrmathews.com	
INSURED  Engineered Floors, LLC P.O. Box 2207  Dalton GA 30722	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hanover American	36064
	INSURER B: Allmerica Financial Benefit	41840
	INSURER C: Hanover Insurance Company	22292
	INSURER D:	
	INSURER E:	

**COVERAGES** CERTIFICATE NUMBER: 2023-24 EF Other States REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		LZA9629658	07/29/2023	07/29/2024	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 100,000	
	MED EXP (Any one person)						\$ 10,000	
	PERSONAL & ADV INJURY						\$ 1,000,000	
GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Employee Benefits	\$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		AWA9629782	07/29/2023	07/29/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	BODILY INJURY (Per person)						\$	
	BODILY INJURY (Per accident)						\$	
	PROPERTY DAMAGE (Per accident)						\$	
							\$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			UHA9629657	07/29/2023	07/29/2024	EACH OCCURRENCE	\$ 20,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 20,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WMAH322126	07/29/2023	07/29/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	E.L. EACH ACCIDENT						\$ 1,000,000	
	E.L. DISEASE - EA EMPLOYEE						\$ 1,000,000	
	E.L. DISEASE - POLICY LIMIT						\$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Policy Forms; (GL) Commercial general liability broadening endorsement 421-2915 0615; (GL) Commercial general liability enhancement endorsement 421-2916 0615; (GL) Additional insured primary and non-contributory 421-0452 1214; (Auto) Business Auto coverage broadening endorsement 461-0155 0997; (Auto) Blanket additional insureds Primary and non-contributory, 461-0478 1212; (WC) Waiver of our rights to recover from others endorsement, WC000313; (UMB) 2023-24 Umbrella policy

**CERTIFICATE HOLDER** **CANCELLATION**

Chatham County PO Box 1809  Pittsboro NC 27312	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Robert H Mathews</i>
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