# **CONTRACT ROUTING FORM**

1.	Department: Planning Department Department contract file name (use effective date): Tischler Bise FIA_				
	Project Code: Click here to enter text.  Contract type: Contract  Contracted Services/Goods: Peer Review of FIA's  Contract Component: Other	Please Return Contract to: Name: Hunter Glenn			
	Change Order Number/Addendum Number:	Email:			
	Vendor Name: Tischler Bise Inc Effective Date: 10/01/24	Hunter.glenn@chathamcountync.gov			
	Approved by: County Manager	Special Instructions for Clerks Office:			
	Date approved by the BOC: Click here to enter text. Ending Date: 9/91/2027				
	Total Amount: Determined per task order.				
2.	Department Head or his/her designee has read the contract in its entirement.  By:				
_	_	required			
3.	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 review made needed changes to protect the County because the contra and the services required by the County are not available from	act is a sole source contract			
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 No library No No library No libr				
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				

This Agreement is funded by Federal Dollars	
This Agreement is influed by I ederal Dollars	

#### **NORTH CAROLINA**

#### CHATHAM COUNTY

#### AGREEMENT FOR GOODS AND/OR SERVICES

THIS AGREEMENT FOR GOODS AND/OR SERVICES (this "Agreement"), made and entered into this 1<sup>st</sup> day of October 2024 by Chatham County, a corporate and body politic of the State of North Carolina (the "County") and Tishcler Bise Inc. (the "Contractor").

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:

- Term of Agreement: The term of this Agreement shall commence on October 1<sup>st</sup>, 2024 and end on September 31<sup>st</sup>, 2027, unless terminated hereinafter set forth.
- 2. <u>Scope of Service</u>: 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.
- Compensation: Compensation for the specific Services to be provided by Contractor will be set forth in separate Task Orders executed by the parties.
- 4. <u>Insurance</u>: 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.
- Intellectual Property Owned by Contractor: This Agreement is subject to the North Carolina public records law and may be released upon request. Not all "Trade Secrets" will quality as protected under N.C.G.S. §132-1.2 and 66-152.

- 7. <u>Status of Parties</u>: 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. <u>Assignment and Subcontracting</u>: 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. <u>Binding Effect</u>: 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. <u>Notices</u>: 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 Tischler Bise Inc.
L. Carson Bise, President
Address: 4701 Sangamore Road S240
Bethesda, Maryland 20816
(301) 320-6900 ext. 12
carson@tischlerbise.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. <u>Modifications</u>: 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. <u>Waiver</u>: 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:
    - 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.

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

Roy Lynch, Finance Director

CHATHAM COUNTY

Dan Lattontagné, County Manager

CONTRAC

Bv:

Name:

Title:

### **APPENDIX 1**

**SCOPE OF WORK:** Provide assistance with scoping and peer reviews of Fiscal Impact Assessments and Analyses.

SCOPE OF SERVICES: The County will submit to Contractor a request for assistance in scoping or peer review of a Fiscal Impact Assessment or Analysis and request a quote for fees to complete the work. Upon the County's acceptance of the quote and assignment of a Task Order to this Agreement, Contractor agrees to provide a assistance with scoping or peer review of the Fiscal Impact Assessment or Analysis within 30 days after receipt of a Task Order executed by the County that will be completed with best practices and a letter memo highlighting the results of the review

### **APPENDIX 2**

### **INSURANCE REQUIREMENTS**

Worker's Compensation Statutory Limits

<u>Automobile Liability</u> \$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
\$1,000,000 errors and omissions and

negligent performance



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2024

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		CONTACT Matt Condon				
	Mathes Insurance Advisors, Inc. 2525 Riva Road, Ste 105 Annapolis, MD 21401	PHONE (A/C, No, Ext): (410)295-9900 FAX (A/C,	No): (410)295-9905			
		E-MAIL ADDRESS: matt@mathesinsurance.com				
		INSURER(S) AFFORDING COVERAGE	NAIC #			
		INSURER A: Erie Insurance Company	26263			
INSURED		INSURER B: Erie Insurance Company	26271			
	TischlerBise Inc. 4701 Sangamore Rd Ste S240 Bethesda, MD 20816-2512	INSURER C: Travelers	41483			
		INSURER D: Travelers Indemnity Co.	25658			
		INSURER E :				
		INSURER F:				

COVERAGES	CERTIFICATE NUMBER:	00015019-362096	REVISION NUMBER:	43
THIS IS TO CERTIFY THAT	T THE POLICIES OF INSURANCE LISTED	BELOW HAVE BEEN	ISSUED TO THE INSURED NAMED ABOVE FOR THE F	POLICY PERIOD
INDICATED. NOTWITHST	ANDING ANY REQUIREMENT, TERM OR	CONDITION OF ANY	CONTRACT OR OTHER DOCUMENT WITH RESPECT	TO WHICH THIS
CERTIFICATE MAY BE ISS	SUED OR MAY PERTAIN, THE INSURANC	E AFFORDED BY THE	E POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL	THE TERMS,
EXCLUSIONS AND CONDI	ITIONS OF SUCH POLICIES. LIMITS SHO	WN MAY HAVE BEEN	REDUCED BY PAID CLAIMS.	

20,000	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR		ADDL SUB INSD WVI		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	X COMMERCIAL GENERAL LIABILITY		Q61-0417426	06/01/2024	06/01/2025	EACH OCCURRENCE	s 1,000,00
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	s 1,000,00
						MED EXP (Any one person)	\$ 5,00
1						PERSONAL & ADV INJURY	s 1,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,00
	X POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,00
	OTHER:						\$
Α	AUTOMOBILE LIABILITY		Q61-0417426	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,00
	ANY AUTO					BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	X HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
							\$
В	X UMBRELLA LIAB X OCCUR		Q30-0171541	06/01/2024	06/01/2025	EACH OCCURRENCE	\$ 1,000,00
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 1,000,00
	DED RETENTION \$						\$
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		UB0N202146	10/22/2023	10/22/2025	X PER OTH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	\$ 1,000,00
	(Mandatory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,00
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,00
D	Professional Liab		105783307	05/28/2024	05/28/2025	Claims Made	1,000,00
DECC	CONTION OF OPERATIONS / LOCATIONS / VEHICL	FC /ACOF	DD 404 Additional Damada Cabadala man				

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

CERTIFICATE HOLDER	CANCELLATION
Chatham County PO Box 1809	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Pittsboro, NC 27312	AUTHORIZED REPRESENTATIVE  Matthew J. Condon  (MJC)