MASTER SERVICE AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL ENGINEERING SERVICES

This MASTER SERVICE AGREEMENT (AGREEMENT) is made by and between County of Burke, North Carolina (OWNER), and Garrett and Moore, Inc. (ENGINEER) for professional services.

ARTICLE 1 – SERVICES OF THE ENGINEER

A. ENGINEER shall provide, or cause to be provided, the services set forth herein in accordance with this AGREEMENT and duly executed written Task Order(s).

ARTICLE 2 – INVOICE AND PAYMENT PROCEDURES

A. ENGINEER will prepare invoices in accordance with ENGINEER's standard invoicing practices and submit invoices to OWNER monthly.

B. Invoices are due and payable within 30 days of receipt by OWNER. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, without liability, after giving seven days written notice to OWNER, suspend services under this AGREEMENT until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

ARTICLE 3 - ADDITIONAL SERVICES

A. ENGINEER shall furnish services in addition to those set forth above If required because of changes in the Project and are authorized by OWNER.

B. OWNER shall pay ENGINEER for such additional services as follows: For additional services of ENGINEER's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and ENGINEER's subENGINEERs' charges, if any.

ARTICLE 4 - TERMINATION

A. The obligation to provide further services under this AGREEMENT may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the AGREEMENT's terms through no fault of the terminating party.

b. By ENGINEER:

1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to OWNER on account of such termination.

c. Notwithstanding the foregoing, this AGREEMENT will not terminate as a result of a substantial failure under Article 4, paragraph A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by OWNER effective upon the receipt of notice by ENGINEER.

B. The terminating party under Article 4, paragraphs A.1 or A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

ARTICLE 5 - CONTROLLING LAW

A. This AGREEMENT is to be governed by the law of the state in which the Project is located.

ARTICLE 6 - SUCCESSORS, ASSIGNS, AND BENEFICIARIES

A. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators, and legal representatives of OWNER and ENGINEER (and to the extent permitted by Article 6, paragraph B the assigns of OWNER and ENGINEER) are hereby bound to the other party to this AGREEMENT and to the partners, successors, executors, administrators, and legal representatives (and

said assigns) of such other party, in respect of all covenants, agreements, and obligations of this AGREEMENT.

B. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this AGREEMENT without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT.

ARTICLE 7 - GENERAL CONSIDERATIONS

A. The standard of care for all professional consulting and related services performed or furnished by ENGINEER under this AGREEMENT will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no other warranties, express or implied, under this AGREEMENT or otherwise, in connection with ENGINEER's services. Within the applicable standard of care, ENGINEER and its ENGINEERs may use or rely upon the design services of others, including, but not limited to, subconsultants, manufacturers, and suppliers. ENGINEER shall ensure that each subconsultant or agent that ENGINEER employs or contracts with to do the work specified on Task Order(s), or otherwise, is reasonably competent to do the work for which it was hired, and that each such subconsultant or agent maintains its own workers' compensation insurance for its employees as well as general liability insurance in an amount no less than $1,000,000.00 per incident.

B. ENGINEER shall not at any time supervise, direct, or have control over any contractors work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractors work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between OWNER and such contractor.

D. ENGINEER shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractors agents or employees or any other persons (except ENGINEER's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by OWNER without consultation and advice of ENGINEER.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineer's Joint Contract Documents Committee (No. C-700, 2018 Edition).

F. All design documents prepared or furnished by ENGINEER are instruments of service, and ENGINEER retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. The parties acknowledge that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist ENGINEERs or subconsultants to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations. ENGINEER shall immediately inform OWNER should ENGINEER encounter any Hazardous Environmental Condition.

H. The ENGINEER shall be an independent consultant working for the OWNER pursuant to the terms of this AGREEMENT. Neither party shall be construed to be an agent, partner, employee, or joint venturer of the other. No party shall exercise control over the manner in which the other party performs its duties hereunder except to assure compliance with this AGREEMENT. In ENGINEER's capacity as an independent consultant, ENGINEER shall file all required tax returns and reports, withhold and/or pay all required federal, state and local wage and employment related taxes, including, but not limited to, federal income taxes, social security taxes and unemployment taxes, with respect to amounts paid to ENGINEER under this AGREEMENT.

ARTICLE 8 – INDEMNIFICATION

A. The ENGINEER agrees to indemnify, defend, and hold harmless the OWNER, its officers, agents, and employees from and against all loss, cost, damages, liability, claims or expense, including attorney's fees, for bodily injury (including death) or property damage to any person or persons to the extent caused by the negligence of the ENGINEER or any person or entity for whose acts or omissions the ENGINEER is legally liable. It is the intent of this provision to require the ENGINEER to indemnify the OWNER to the fullest extent permitted under North Carolina law. This indemnity shall survive the termination of this AGREEMENT.

ARTICLE 9 – INSURANCE

A. The ENGINEER and all subconsultants hired by ENGINEER shall purchase and maintain during the life of this AGREEMENT, with an insurance company acceptable to the OWNER, authorized to do business in the State of North Carolina, the following insurance:

1. AUTOMOBILE LIABILITY - Bodily injury and property damage liability insurance covering all owned, non-owned, and hired automobiles for limits for bodily injury of not less than $1,000,000 per accident. The automobile liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.
2. COMMERCIAL GENERAL LIABILITY - Bodily injury and property damage liability shall protect the ENGINEER, and any subconsultant performing work under this AGREEMENT, from claims of bodily injury or property damage which arise from operation of this AGREEMENT, whether such operations are performed by ENGINEER, any subconsultant, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than $1,000,000 bodily injury each occurrence/$2,000,000 aggregate and $1,000,000 property damage each occurrence/$2,000,000 aggregate. This insurance shall include coverage for products/completed operations, personal and advertising injury liability, and contractual liability in an amount not less than $1,000,000 each occurrence/$2,000,000 aggregate. The liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.
3. WORKERS' COMPENSATION - Meeting the statutory requirements of the State of North Carolina, even if not required by law to maintain such insurance. Said Workers' Compensation insurance shall have at least the following limits: Employers Liability - $100,000 per accident limit, $500,000 disease per policy limit, $100,000 disease each employee limit.
4. PROFESSIONAL LIABILITY – Insuring against professional negligence/ errors and omissions on an occurrence basis with policy limits of $1,000,000 per claim $2,000,000 annual aggregate. "Tail" coverage will be required at the completion of this AGREEMENT for a duration of thirty-six (36) months, or the maximum time period reasonably available in the marketplace. ENGINEER shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for thirty-six (36) months following completion of its services under this AGREEMENT. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this AGREEMENT. If Continuous "claims made" coverage is used, ENGINEER shall be required to keep the coverage in effect for a duration of not less than thirty-six months from the end of this AGREEMENT. This will be a condition of the final acceptance of work or services.
5. OWNER shall be named as an additional insured under the ENGINEER's automobile liability, general liability, and excess liability policies. Certificates of

such insurance will be furnished and shall contain the provision that the OWNER will be given thirty (30) days written notice of any intent to amend or terminate by either the ENGINEER or the insuring company.

ARTICLE 10 - TOTAL AGREEMENT

A. This AGREEMENT (consisting of pages 1 to 6) constitutes the entire AGREEMENT between OWNER and ENGINEER and supersedes all prior written or oral understandings. This AGREEMENT may only be amended, supplemented, or modified by duly executed written Task Order(s).

In witness whereof, the parties hereto have executed this AGREEMENT to be effective as of the date executed by OWNER.

OWNER:

County of Burke, North Carolina

By: _____

Name: Brian Epley

Title: County Manager

Effective Date: 11/20/25

Address for giving notices:

County of Burke

200 Avery Avenue

Morganton, NC 28655

ENGINEER:

Garrett and Moore, Inc.

By: _____

Name: Vance F. Moore, P. E.

Title: President

Date: November 20, 2025

Address for giving notices:

Garrett and Moore, Inc.

1029 West South Street

Raleigh, North Carolina 27603

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

_____ 2/3/2026

Finance Director Date