

NORTH CAROLINA
CHATHAM COUNTY

SHORT TERM/SOLE PROPRIETOR
GOODS AND/OR SERVICE AGREEMENT

THIS AGREEMENT FOR GOODS AND/OR SERVICES, (this "Agreement") by and between Chatham County, ("County"), whose address for notices is Post Office Box 1809, Pittsboro, North Carolina, 27312 and Yanders Landscaping, Inc., whose address for notices or any other communications required or permitted hereunder is PO Box 507, Pittsboro, North Carolina 27312 ("Contractor");

WHEREAS, 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 mutual agreements described below, the parties agree as follows:

1. **Term of Agreement:** The term of this Agreement shall commence on December 1, 2022 and end on November 30, 2023, unless terminated as hereinafter set forth.
2. **Scope of Work:** The Contractor shall provide to the County the Services (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 Contractor, the County shall pay the Contractor the sum of \$55,500.00, payable within (30) days from receipt of a proper invoice, or as otherwise set forth in Appendix 1.
4. **Insurance:** Depending upon the type of Services provided and number of employees, Contractor may be required to maintain insurance coverage as specified by the County. The insurance required, if any, is set forth on Appendix 2 attached hereto and incorporated in by reference and made an integral part of this Agreement. Contractor shall provide proof of the required insurance to County, naming county as *additional insured*.
5. **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 no legal authority to bind the County.
6. **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, at the address provided above. Either party may change its address for notice under this Agreement by giving written notice of such change to the other party in accordance with the provisions of this paragraph.
7. **Termination:** This Agreement may be terminated as follows:
 - (i) **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:
 - (a) Failure to respond to reasonable requests from the County to provide the Services covered by this Agreement.
 - (b) Failure to keep and maintain any equipment required for the performance of this Agreement in good working order and in compliance and with all laws.

- (c) 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.
- (d) Failure to maintain the insurance required by this Agreement.
- (e) Charging rates or fees in excess of those permitted under in this Agreement.
- (f) Inefficient, or unsafe practices in providing Services.
- (g) The material breach of any provision of this Agreement.

(ii) **Convenience:** The County reserves the right to terminate this Agreement upon thirty (30) days 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 provisions of this Agreement. In the event of such termination the County shall pay the Contractor its costs directly attributable to Services received by the County in compliance with the Agreement prior termination. Provided, however, that no costs will be paid to the Contractor which are recoverable in the Contractor's normal course of doing business. The County is not liable for loss of any profits anticipated to be made hereunder, nor for any special, consequential or similar damage.

8. **Indemnity:** Contractor agrees to indemnify and hold harmless the County, its officers, agents, servants, and employees from any and 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.

9. **County Policy:** The County opposes discrimination on the basis of race and sex and requires all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under County contracts.

10. **State and Federal Requirements; County Terms and Conditions:** 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.

11. **Controlling Document:** In the event of any conflict between this Agreement and any document, instrument, or agreement prepared 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

By: _____
 Dan LaMontagne, County Manager

Contractor

By:  _____
 Todd Yanders
 Yanders Landscaping
 PO Box 507
 Pittsboro, North Carolina 27312
 919.387.7521

APPENDIX 1

SCOPE OF WORK: Provide all labor and material to service the landscaped and lawn areas at the Chatham County Agriculture & Conference Center, 1192 US Highway 64 West Business, Pittsboro, North Carolina 27312, in accordance with the attached bid scope and bid proposal.

PROJECT NAME: CCACC Lawn Maintenance

SCOPE OF SERVICES: Maintenance of lawn and landscaped areas as agreed upon by both parties via the bid process.

TOTAL COMPENSATION: \$55,500.00.

COMPLETION DATE: On or before November 30, 2023

APPENDIX 2

Contractor shall maintain insurance policies at all times with minimum limits as follows:

<u>Worker's Compensation</u>	<u>Automobile Liability</u>	<u>General Professional Liability</u>
Statutory Limits	\$250,000 bodily injury per person \$100,000 property damage	\$100,000 bodily injury per person \$500,000 bodily injury per \$100,000 property damage

Proof of insurance shall be provided to the County prior to the commencement of Services.