

**NORTH CAROLINA
CHATHAM COUNTY**

AGREEMENT FOR GOODS AND/OR SERVICES

THIS AGREEMENT FOR GOODS AND/OR SERVICES (this "Agreement"), made and entered into by and between Chatham County ("County"), and Norton Lawn Care, ("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 premises and the mutual agreement described below, the parties agree as follows:

1. **Term of Agreement:** The term of this Agreement shall commence on **July 1, 2019**, and end on **June 30, 2020**, unless terminated as hereinafter set forth. This Agreement shall automatically renew for two (2) separate one (1) year terms, unless one party provides written notice of termination to the other party not less than 30 days prior to the end of the then current term.
2. **Scope of Service:** The Contractor shall provide to the County the goods and/or 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 **\$35,200.00**, payable within thirty (30) days from receipt of proper invoice, or as otherwise set forth in Appendix 1. In the event the contract renews, the compensation shall not exceed \$35,200.00 per year.
4. **Insurance:** 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 occurrence \$100,000 property damage

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. Contractor shall furnish Certificates of Insurance to the County, naming the County as an additional insured, prior to the commencement of operations. The certificates shall clearly indicate that Contractor has obtained insurance of the type, amount, and classification 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.

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. Contractor should consult legal counsel before signing this document if Contractor is unsure of its intellectual property status under these statutes.

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, addressed as follows:

Chatham County
Attn: County Manager
Post Office Box 1809
Pittsboro, North Carolina 27312
919-542-8200

Norton Lawn Care
Attn: Scott Norton
628 Reno Sharpe Store Road
Bear Creek, NC 27207
Phone: 910-280-0090
Email:spnorton76@gmail.com

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the provisions of this paragraph.

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 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, Purchasing Agent, 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 provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

15. 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 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 which 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 Service satisfactorily provided under this Agreement up to and through the Contractor's receipt of notice of termination.

17. **Hold Harmless:** Contractor agrees to indemnify and hold harmless the County, its agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the provision of Service under this Agreement.

18. **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.

19. **State and Federal Requirements; County Terms and Conditions:** by signing this Agreement Contractor certifies that (if applicable) Contractor, and any of Contractor's subcontractors 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 this link: <http://www.chathamnc.org/finance>. A hard copy of the Terms and Conditions is available upon request

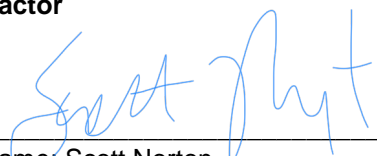
20. **Controlling Document.** In the event of any conflict between this Agreement and any document, instrument, or other agreement prepared or provided by Contractor (including, without limitation, Contractor's purchase orders, invoices and warranties), the terms of this Agreement shall control.

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

Contractor

By:  _____
Name: Scott Norton
Title: Owner

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

Vicki McConnell, Finance Director

APPENDIX 1

PROJECT NAME: Mowing/Landscaping of Solid Waste & Recycling Facilities

SCOPE OF SERVICES: See following page

TOTAL COSTS: \$35,200.00 which includes all Reimbursables. In the event the contract renews, the compensation shall not exceed \$35,200.00 per year.

COMPLETION DATE: June 30, 2020

Solid Waste and Recycling Group Mowing Sites

Location	Address	Phone No	Closed	Frequency	G&C Property Maintenance			
			Wed			Green Revival Landscaping	Haw River Landscaping	Norton Lawn Care
Wm. Admn. Office	28 County Services Rd Pittsboro, NC 27312	542-5516	NO	Bi-Weekly	No Bid	80.00	64.00	100.00
Scales House Area/ Old County Garage	811 Renaissance Drive Pittsboro, NC 27312	542-5516	NO	Bi-Weekly	No Bid	70.00	64.00	60.00
Asbury	34 Mt. View Church Rd Moncure, NC 27559	542-7297	YES	Weekly	No Bid	80.00	64.00	60.00
Bennett	3142 Bennett-Siler City Rd Bennett, NC 27208	581-3730	YES	Weekly	No Bid	80.00	64.00	60.00
Bonlee **	1528 Elmer Moore Rd Bonlee, NC 27213	837-5898	NO	Weekly	No Bid	100.00	64.00	60.00
Cole Park	11632 US 15/501 Chapel Hill, NC 27514	932-2834	NO	Weekly	No Bid	80.00	64.00	60.00
Crutchfield X Rds.	4030 Silk-Hope Rd Snow Camp, NC 27349	633-5630	YES	Weekly	No Bid	80.00	64.00	60.00
Goldston	7285 Pittsboro-Goldston Rd Bear Creek, NC 27207	898-4729	YES	Weekly	No Bid	80.00	64.00	60.00
Hadley	65 East Perry Rd Pittsboro, NC 27312	542-6086	YES	Weekly	No Bid	80.00	64.00	60.00
Harpers X-Roads	19921 NC Hwy 902 Bear Creek, NC 27207	837-5899	YES	Weekly	No Bid	80.00	64.00	60.00
Martha's Chapel	24 Gardner Rd Apex, NC 27502	387-5843	YES	Weekly	No Bid	80.00	64.00	60.00
Moncure	2855 Old US 1 Moncure, NC 27559	542-7298	YES	Weekly	No Bid	80.00	64.00	60.00
Pittsboro	180 Martin Luther King Blvd Pittsboro, NC 27312	545-0640	NO	Weekly	No Bid	80.00	64.00	60.00
Siler City East	135 Silk Hope Rd Siler City, NC 27344	663-5990	NO	Weekly	No Bid	80.00	64.00	60.00
	Totals				\$ -	\$ 1,130.00	\$ 896.00	\$ 880.00

***SPECIFIC ADDITIONS BELOW MUST BE INCLUDED IN YOUR BID
IN ADDITION TO ALL REQUIREMENTS IN THE BID DOCUMENTS. THE FOLLOWING MUST BE PERFORMED:

1. Weed blowers at least two (2) times during this time period. (included in quote)
2. Trim shrubs at least three (3) times during this time period. (included in quote)
3. Lawn care work shall be performed at the centers closed on Weds. on Weds.
4. Avoid lawn care work when possible on Saturdays and Sundays (busiest days).
5. Repair any damages such as ruts caused by contractor (if too wet to mow let County know).
6. Lot sizes vary from center to center.
7. If limbs down please remove them and if too large to remove let County know.
8. During extreme drought periods the mowing frequency may be reduced.

**Bonlee-biorention area will need to be push mowed or use a weed eater