

**NORTH CAROLINA**

**AGREEMENT FOR SERVICES**

**CHATHAM COUNTY**

**THIS AGREEMENT FOR GOODS AND/OR SERVICES** (this “Agreement”), made and entered into by and between Chatham County (“County”), and Waste Management of Carolinas Inc. (“Contractor”).

**WHEREAS**, Contractor has agreed to provide services in a professional manner in accordance with the standards of Contractor’s industry and as hereinafter set forth; and

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

**NOW THEREFORE**, in consideration of the mutual agreements described below, the parties agree as follows:

1. Term of Agreement: The initial term of this Agreement shall commence on **July 1, 2022** and shall end on or before **June 30, 2023**. This Agreement may be extended for additional terms upon the mutual agreement of the parties expressed in writing before the end of the then current term.

2. Scope of Service: The Contractor shall provide to the County the Services (the “Services”) set forth in the “Scope of Work” attached hereto as Appendix 1, which is incorporated herein and made an integral part of the Agreement.

3. Compensation: As compensation for the Services to be provided under this Agreement, the County shall pay the Contractor the per ton rate as set forth in Appendix 1, attached hereto and incorporated herein by reference. The rates set forth in Appendix 1 shall not change during the initial term of this Agreement unless taxes, fees or other charges are imposed upon the disposal of County’s waste or Contractor’s operations at the Transfer Station or the ultimate landfill where the waste is disposed by Federal, state or local laws and regulations. In such event, County shall pay such costs as a pass through add-on to the rates.

In the event the parties agree to further extend the Agreement, the rates set forth in Appendix 1 shall be adjusted on July 1, 2023 and on each July 1 thereafter by the increase, if any, in the Consumer Price Index (CPI) during the most recent preceding twelve month period. For purposes of this Agreement, CPI shall mean the Consumer Price Index for Water, Sewer, and Trash CPI, Not Seasonally Adjusted, All Areas, (WST CPI) (published by the Bureau of Labor Statistics, U.S. Department of Labor.

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

| <u>Worker’s Compensation</u> | <u>General/Professional Liability</u>       | <u>Automobile Liability</u>             |
|------------------------------|---|---|
| Statutory Limits             | \$100,000 bodily injury per person (BI)     | \$250,000 bodily injury per person (BI) |
|                              | \$500,000 bodily injury per occurrence (BI) | \$100,000 property damage (PD)          |
|                              | \$100,000 property damage (PD)              |   |

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 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. 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.

7. 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.

8. 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.

9. 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: Dan LaMontagne  
Post Office Box 1809  
Pittsboro, North Carolina 27312

Contractor: Waste Management of Carolinas, Inc.  
Attn: Mike Holbrook, Manager  
2720 Wilkins Drive  
Sanford, North Carolina 27330

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 terms of this paragraph.

10. 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.

11. Modifications: This Agreement may be amended or modified 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.

12. 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.

13. 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.

14. Termination: This Agreement may be terminated as follows:

- (i) Cause: If the services provided by the Contractor under this Agreement are determined to be unsatisfactory or unacceptable, as determined by the County Manager, this Agreement may be terminated by the County for default. Grounds for termination for default shall include, but not be limited to:
  - (a) Failure to respond to all reasonable requests from the County to provide services covered by this Agreement.
  - (b) Failure to maintain equipment in accordance with the requirements of this Agreement 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 within the formal bid request, as provided in the bid packet, incorporated herein by reference.
  - (d) Lack of proper insurance as required under this Agreement.
  - (e) Charging rates or fees in excess of those provided in this Agreement.
  - (f) Inefficient, or unsafe practices in providing services.
  - (g) Other actions which impact unfavorably on the faithful performance of this Agreement.

(ii)

15. Annual Appropriations and Funding. This Agreement is subject to the annual appropriation of funds by the Chatham County 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. 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 a negligent or wrongful act or omission of Contractor, its subcontractors, agents, or employees.

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 and made an integral part of this Agreement and may be found at the County's web site: <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.

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: \_\_\_\_\_  
Mike Holbrook, Public Sector Director  
Waste Management of Carolinas, Inc.  
2720 Wilkins Drive  
Sanford, North Carolina 27330  
Phone: 919.774.9511

## **APPENDIX 1**

### **SCOPE OF WORK**

**PROJECT NAME:** Municipal Solid Waste Disposal

**SCOPE OF SERVICE:** Deliver Municipal Solid Waste as directed and at the discretion of the County:

Sanford Transfer Station, 2720 Wilkins Drive, Sanford, NC 27330, or  
Great Oak Landfill, Randleman

**PRICING:**

Sanford Transfer Station= \$57.59 per ton

Great Oak Landfill = \$42.76 per ton

**COMPLETION DATE:** June 30, 2023