

**NORTH CAROLINA
CHATHAM COUNTY**

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR GOODS AND/OR SERVICES (this “**Agreement**”), made and entered into by and between Chatham County (“**County**”), and Central Carolina Holdings, LLC (“**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 will commence on **July 1, 2021** and shall end on or before **June 30, 2024**.
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 by Contractor, the Contractor shall invoice the County based upon the pricing attached in Appendix 1 payable from receipt of invoice, or as otherwise mutually agreed upon.
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 Contractor and County 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 Contractor 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
PO Box 1809
Pittsboro, North Carolina 27312

Central Carolina Holdings LLC
Attn: Gene Helton
1616 McKoy Road
Cameron, NC 28326
1-800-232-0035

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, Contractor shall be given 15 days to cure. If the unsatisfactory or unacceptable services are not cured 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) Lack of proper insurance as required under this Agreement.
 - (d) Charging rates or fees in excess of those provided in this Agreement.
 - (e) Inefficient, or unsafe practices in providing services.
 - (f) Other actions which impact unfavorably on the faithful performance of this Agreement.
- (ii) Convenience: The County reserves the right to terminate this Agreement upon thirty (30) days written notice to Contractor for any reasonable 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 those costs directly attributable to services received by the Contractor 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.

15. 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.

16. Indemnity: Each party agrees to indemnify and hold harmless the other party, 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 party seeking indemnification and proximately caused by an act or omission of the indemnifying party, its subcontractors, agents, or employees.

17. 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.

18. 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 the County's web site: <http://www.chathamnc.org/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.

Hope Tally, Finance Director

Chatham County

By: _____
Dan LaMontagne, County Manager

Contractor

By: _____
Gene Helton
Central Carolina Holdings, LLC
Cameron, North Carolina 28326

APPENDIX 1

SCOPE OF WORK

Project Name: Scrap Tire Recycling and Disposal

1) Scrap Tire Volume Generated

It is unknown how many scrap tires that the County receives annually. However, the Contractor understands the County does not control the scrap tire waste stream and that there is no guaranteed volume that will be received during the term of this contract.

2) Recycling and Disposal Services

Contractor Responsibilities

The Contractor agrees to stage two (2) van trailers at the Solid Waste & Recycling Main Facility to transport, process, recycle or dispose of all scrap tires loaded in said trailer. Furthermore, the Contractor shall be responsible for hauling, processing, recycling and/or disposing of all scrap tires in accordance with all applicable state, federal and local environmental and safety laws, regulations, permits, ordinances, and standards.

County Responsibilities

The County shall make available ample space in a manner acceptable to Contractor to provide for efficient handling of containers and materials contained therein. County shall be responsible for notifying Contractor that trailer needs to be removed.

4) Time of Performance

Contractor shall remove each loaded trailer and replace with an empty trailer within forty-eight (48) hours of contact by the County. The notice period shall not include weekends and nationally recognized holidays. Central Carolina Holdings reserves the right to reject or apply a special handling sur-charge for any and all tires that appear to have been burned, buried, or shredded prior to transfer to their facility.

5) Invoices

The Contractor shall invoice the County monthly for scrap tires processed since the previous invoice. Each invoice shall be according to the fees per Appendix 1 and include the applicable weight tickets. Each invoice shall include a dated listing of the loads collected and transported indicating the weight per load, and the load origin.

In the event of a discrepancy between Contractor and County records, such invoice shall be paid less the amount of the discrepancy. A notice of discrepancy with supporting documentation shall be promptly sent to Contractor and the two parties shall reconcile records and invoices at the earliest possible date. Such reconciliation shall be reflected on the next invoice from Contractor.

6) Collection and Disposal Fees

The County shall pay Contractor for the work described in Section 2, including processing and transportation of all tires based on the following schedule:

- \$82.83 per ton disposal/processing fee.
- \$247.50 per trailer staged at SW&R Facility.
- \$0.75 per passenger tire plus \$82.83 per ton.
- \$7.50 per tractor trailer tire plus \$82.83 per ton (these tires will also include the below freight, fuel surcharge, environmental fee and dirty or burnt tire surcharge).
- \$82.83 per ton for residents and businesses to bring tires to Contractor.

- \$0.21 per pound additional for OTR's put in trailers or brought to Contractor.
- \$247.50 freight per trip.
- \$25.00 environmental fee per trip.
- 30% surcharge for all excessively dirty, cut, buried or burnt tires.
- Fuel surcharge based on 90 miles using fuel surcharge chart below. Total round-trip miles of 90 for the transaction are multiplied times the price adjustment per mile for the current average fuel price increment at the time of service.

The contract shall provide for annual adjustment on July 1 for cost of business inflationary increase, the first one being July 1, 2022. The County will be notified in March of any increase that will be implemented, if needed, beginning July 1 of the same year. The Consumer Price Index for the region of the South United States will be used to determine the inflationary increase calculated from March to February and can be accessed by internet at <https://data.bls.gov/cgi-bin/surveymost?cu>

Fuel Surcharge

Fuel has become very unpredictable and unusually expensive. The average price for fuel is verified weekly from the U.S. Energy Information Administration and can be accessed by internet at <http://www.eia.gov/petroleum/gasdiesel/> or by phone at 202-586-6966. The price adjustments per mile are listed below:

Price per Gallon	Price Adjustment per mile
\$1.25 - \$1.49	+0.05
\$1.50 - \$1.74	+0.10
\$1.75 - \$1.99	+0.15
\$2.00 - \$2.24	+0.20
\$2.25 - \$2.49	+0.25
\$2.50 - \$2.74	+0.30
\$2.75 - \$2.99	+0.35
\$3.00 - \$3.24	+0.40
\$3.25 - \$3.49	+0.45
\$3.50 - \$3.74	+0.50
\$3.75 - \$3.99	+0.55
\$4.00 - \$4.24	+0.60
\$4.25 - \$4.49	+0.65
\$4.50 - \$4.74	+0.70
\$4.75 - \$4.99	+0.75
\$5.00 - \$5.24	+0.80