

**NORTH CAROLINA  
CHATHAM COUNTY**

**AGREEMENT FOR GOODS AND/OR SERVICES**

**THIS AGREEMENT FOR GOODS AND/OR SERVICES** (this "Agreement"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by Chatham County, a corporate and body politic of the State of North Carolina (the "County") and USA Lamps & Ballast Inc, Dba Cleanlites Recycling (the "Contractor"). Either the County or the Contractor may be referred to herein as a "Party" or collectively as the "Parties."

**WHEREAS**, the 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 mutual agreement described below, the Parties agree as follows:

1. Term of Agreement: The term of this Agreement shall commence on December 1, 2023 and end on November 30, 2026, unless terminated hereinafter set forth. This agreement shall automatically renew for two (2) additional one (1) year terms unless one party notifies that it does not wish to renew at least sixty (60) 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 service (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 the County, the County shall pay the Contractor an annual sum not to exceed \$15,000.00, payable within thirty (30) days from receipt of proper invoice and proper documentation that the goods/services have been delivered or provided in accordance with this Agreement or as otherwise set forth in Appendix 1.
4. Insurance: Contractor shall maintain insurance policies as shown in Appendix 2 for the entire term of this Agreement as well as any subsequent amendments.

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

The County requires all that all contractors carry workers' compensation insurance. The County recognizes that contractors with fewer than three employees are not statutorily required to carry said insurance. The County reserves the right to waive the requirement to carry workers' compensation insurance on a case-by-case basis. If the contractor's status changes during the term of an agreement and worker's compensation insurance becomes statutorily required, the contractor must provide proof of said coverage to the County.

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.
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, address as follows:

Chatham County  
Attn: County Manager  
Post Office Box 1809  
Pittsboro, North Carolina  
919.542.8200

Cleanlites Recycling  
Attn: Anthony Legrand  
195 Ben Abi Road  
Spartanburg, SC 28307  
864.579.4800  
anthony.legrand@cleanlites.com

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 the 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 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 provisions of this Agreement shall not operate or be construed as waiver of subsequent or other breach thereof.
15. Termination: This Agreement may be terminated as follows:
  - a. 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:
    - i. Failure to respond to reasonable requests from the County to provide the Services covered by this Agreement.
    - ii. 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.

- iii. Failure to maintain the insurance required by this Agreement.
- iv. Charging rates or fees in excess of those permitted under this Agreement.
- v. Inefficient, or unsafe practices in providing Services.
- vi. The material breach of any provision of this Agreement.

b. 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 that 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 Services 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 an 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.
18. State and Federal Requirements: 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.
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.

**CHATHAM COUNTY**

By: \_\_\_\_\_  
 Dan LaMontagne, County Manager

<p>This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.</p> <p>_____</p> <p>Roy Lynch, Finance Director</p>
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**CONTRACTOR**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## APPENDIX 1

**SCOPE OF WORK:** Cleanlites will provide recycling and disposal of household batteries, lead-acid batteries, and mercury-containing items. Chatham County will consolidate all materials and Cleanlites will pick them up at the Main Facility.

**PROJECT NAME:** Collection and Disposal of Household Batteries, Lead-Acid Batteries, and Mercury-Containing Items

### SCOPE OF SERVICES:

Solid Waste & Recycling operates twelve Collection Centers which accept household batteries and lead-acid batteries. The Main Facility accepts household and lead-acid batteries. The County also has a Household Hazardous Waste (HHW) program which has one event per month from March to November that accepts household and lead-acid batteries.

Mercury-containing items are accepted at the 12 Collection Centers, Main Facility, and HHW events. Only 4- and 2-foot straight fluorescent lightbulbs and small mercury-containing lightbulbs are accepted at the Collection Centers and Main Facility. County staff collects from each location and consolidates them at the Main Facility. Any other shape or size is accepted and processed through HHW events.

County staff will collect all materials from each location and consolidate them at the Main Facility- 28 County Services Road, Pittsboro, NC 27312. The Main Facility is open Monday through Friday, 7:00 AM to 4:00 PM. Any pick-ups must occur before 3:00 PM when staff is available to help. The Main Facility is closed on New Year's Day, Martin Luther King Jr Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, two days around Thanksgiving, and three days around Christmas.

All materials will be sorted, taped, and packaged by County staff according to the Cleanlites Containerization Guide found in Appendix 3- Cleanlites proposal from October 2023. Along with any clarifications or updates provided in writing from Contractor, particularly if local, state, and federal regulations change.

When there are enough materials to schedule a pick-up, the County will submit the Cleanlites order form. Cleanlites will schedule a pick-up and transport the materials for processing, recycling, and proper disposal.

The Contractor is expected to furnish all labor, materials, tools, equipment, and services required for the processing and marketing of all materials. The Contractor will make all reasonable efforts to maximize material recycling where possible or otherwise ensure proper disposal. The Contractor is expected to comply with all local, state, and federal regulations regarding the processing and recycling of recyclable materials.

### TOTAL COMPENSATION:

The County desires to receive revenue sharing for positive value for household batteries, lead-acid batteries, and mercury-containing items collected at each of our facilities. All pricing is found in the tables below.

Batteries- Dry Cell Type	Price per pound
Nickel Cadmium	\$ 0.35
Nickel Metal Hydride	\$ 0.35
Nickel Zinc	\$ 0.65
Absolyte Cells	\$ 0.65
Alkaline: Zero Mercury Added	\$ 0.65
Alkaline: containing mercury	\$ 3.50
Zinc-Carbon	\$ 0.65
Zinc-Air	\$ 3.50

Lead-Acid Cylinder Type	\$ 0.15
Lead-Acid Gel Type	\$ 0.05
Lead-Acid Steel Case	\$ 0.15
Mercury	\$ 4.00
Button Cells: Silver, Mercury, Zinc Air	\$ 4.00
Lithium	\$ 3.50
Lithium Ion	\$ 0.35

Batteries- Wet Cell Type	Price per pound
Nickel Cadmium	\$ 0.65
Nickel Iron	\$ 0.65
Absolyte Cells	\$ 0.65
Carbon Air	\$ 0.65
Carbon Air with Mercury	\$ 4.00
Lead Acid Automotive Type	\$ 0.05
Lead Acid Steel Case	\$ 0.15
Magnesium	Magnesium Waste Profile Req.
Mercury	\$ 3.50

Mercury Containing Item	Price	Per (pound, each, etc.)
Fluorescent Lamps – 4 foot and under	\$ 0.21	Each
Fluorescent Lamps – over 4 foot	\$ 0.40	Each
Compact Fluorescent	\$ 0.32	Each
Shielded Fluorescent, all lengths	\$ 1.95	Each
U Shape & Circular Fluorescent	\$ 0.34	Each
HID Lamps	\$ 0.98	Each
Low Pressure Sodium Lamps	\$ 2.65	Each
Incandescent Bulbs	\$ 0.16	Each
Mirrored Spot Lamps	\$ 0.36	Each
Broken/Crushed fluorescent lamps	\$ 225.00	per 55g drum
Broken/Crushed HID lamps	\$ 325.00	per 55g drum
2" Grooved fluorescents, all lengths	\$ 0.68	Each
4' and 8' w/ ballast module attached	\$ 1.55	Each
Floods and Plastic Encased Spots	\$ 1.25	Each
Neon Lamps	\$ 2.99	Each
UV Lamps	\$ 1.65	Each
LED Bulbs	\$ 0.25	Each
PCB Ballast	\$ 0.97	per pound
DEHP Ballast	\$ 0.10	per pound
PCB Capacitor	\$ 3.85	per pound
Non PCB Capacitor	\$ 0.99	per pound
Mercury-Containing Devices	\$ 400.00	per 1 gallon pail
Mercury-Containing Devices	\$ 600.00	per 5 gallon pail

Mercury-Containing Devices	\$ 2,850.00	per 55g drum
Mercury-Containing Devices	\$ 11,400.00	per gaylord
Elementary Mercury	\$ 48.00	per pound

Pickup	Price per pickup
Consolidated- Pickup from Main Facility	\$256.50

Supplies	Price per item
4ft cardboard box (holds approx.. 64 T-12)	\$ 3.00
8ft cardboard box (holds approx.. 36 T-12)	\$ 4.50
5 gallon poly-pail	\$ 19.00
Reuse of 55 gallon drum for ballasts or batteries*	-

\*drums must be returned to Cleanlites, failure to return will result in a \$40.00 fee per drum

**COMPENSATION:** Annual sum not to exceed \$15,000.00.

**COMPLETION DATE:** November 30, 2026

## APPENDIX 2

### INSURANCE REQUIREMENTS

During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

(a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract. (Non-applicable-individual.)

(b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$100,000 bodily injury per person, \$500,000 bodily injury per occurrence and \$100,000 property damage. (Defense cost shall be in excess of the limit of liability.)

(c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired, and non-owned vehicles used in performance of the contract. The minimum combined single limit shall be \$250,000.00 bodily injury and \$100,000 property damage.

**APPENDIX 3**  
**CLEANLITES PROPOSAL**