

**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 Waste Industries dba GFL Environmental (“Contractor”). Either the County or the Contractor may be referred to herein as a “Party” or collectively as the “Parties.”

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, 2026, and shall end on or before June 30, 2027.
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: The County shall pay the Contractor a disposal fee of \$63.00 per ton, rate inclusive of all fees, CPI will be added annually on the anniversary date of contract based upon the CPI Index for All Urban Consumers.
4. Insurance: The County is not requiring the Contractor to provide proof of insurance.
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. 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, addressed as follows:

Chatham County
Attn: Bryan Thompson
PO Box 1803
Pittsboro, North Carolina 27312
919.542.8200

Waste Industries
Attn: William Davidson/General Manager II
148 Stone Park Court
Durham, North Carolina 27703
1.800.207.6618 Ext. 33820

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, subject to the Default provisions set forth in Appendix 1.
 - 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: <https://www.chathamcountync.gov/government/departments-programs-a-h/finance/forms>. 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.

Roy Lynch, Finance Director

Chatham County

By: _____
Bryan Thompson, County Manager

Contractor

By: _____
William Davidson, General Manager II
Waste Industries

APPENDIX 1 SCOPE OF WORK

PROJECT NAME: Waste Disposal
FACILITY ADDRESS: 210 Stone Park Court, Durham NC 27703

Pricing:

- Disposal Fee: \$63.00 per ton– rate inclusive of all fees, CPI will be added annually on the anniversary date of contract based upon – the CPI Index for All Urban Consumers

1. SERVICES: Subject to the terms and conditions contained herein, Company agrees to accept at the landfill or transfer station indicated above (the "Facility") Acceptable Waste (as defined below) delivered by Customer to the Facility. Customer shall collect, transport and deliver Acceptable Waste to the Facility in compliance with all Applicable Laws (as defined below).

Company agrees to (a) operate the Facility in compliance with all Applicable Laws; and (b) provide equipment, material and personnel sufficient to accept Customers Acceptable Waste at the Facility.

2. ACCEPTABLE AND UNACCEPTABLE WASTE:

(a) "Acceptable means all solid waste that is authorized to be disposed of at the Facility under then applicable federal, state and local laws, regulations, ordinances, rules, permits, licenses and governmental orders or directives (collectively "Applicable Laws"), including municipal solid waste and construction and demolition debris, and that is not Unacceptable Waste (as defined below).

(b) "Unacceptable Waste" means (i) any material that is not Acceptable Waste; (ii) any material that by reason of its composition, characteristics or quantity is defined as a "hazardous material", "hazardous waste," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "toxic substance," "toxic waste," "toxic pollutant," "contaminant," "pollutant," "infectious waste," "medical waste," "radioactive waste," or "sewage sludge" under any Applicable Law; (iii) any material that requires other than normal handling, storage, management, transfer or disposal; or (iv) any other material that is reasonably likely to present a substantial endangerment to public health or safety, is reasonably likely to cause applicable air quality or water effluent standards to be violated by the normal operation of the Facility, or because of its size, durability or composition cannot be disposed of at the Facility or has a reasonable possibility of otherwise adversely affecting the operation or useful life of the Facility.

3. TITLE TO WASTE: Customer represents and warrants to Company that Customer shall hold clear title, free of all liens, claims and encumbrances, to the waste delivered by Customer to the Facility. Title to, and risk of loss and responsibility for, Acceptable Waste delivered to the Facility by Customer shall pass at the time such Acceptable Waste is removed from the delivery vehicle at the Facility. Title to Unacceptable Waste shall remain with Customer and shall never be deemed to pass to Company.

4. DELIVERY & REJECTION OF UNACCEPTABLE WASTE:

(a) Customer represents and warrants to Company that all waste material delivered by Customer to the Facility shall be Acceptable Waste, and Customer agrees that it shall not deliver any Unacceptable Waste to the Facility. If Customer delivers waste that contains both Acceptable Waste and Unacceptable

Waste, the entire delivery shall constitute Unacceptable Waste if the Unacceptable Waste cannot be separated from the Acceptable Waste through the reasonable efforts of Company, as Customer's agent to cause such separation, with the cost of such separation to be paid by Customer.

(b) Company shall weigh all waste at the Facility using scales that are in compliance with Applicable Laws and the weight so determined shall be final and conclusive on both Customer and Company. Company shall have the right, but not the obligation, to inspect any of Customer's trucks to determine whether the waste delivered is Acceptable Waste or Unacceptable Waste. Customer acknowledges and agrees that any failure by Company to perform any such inspection or to detect Unacceptable Waste despite such inspection shall in no way relieve Customer from its obligation to deliver only Acceptable Waste or from its other obligations under this Agreement.

(c) If Customer delivers Unacceptable Waste to the Facility, Company may, in its sole discretion: (i) reject such Unacceptable Waste at Customer's expense; or (ii) if Company does not discover such Unacceptable Waste in time to reject and reload such Unacceptable Waste, after giving Customer telephonic notice thereof and a reasonable opportunity to dispose of such Unacceptable Waste, Company may, as Customer's agent, dispose of such Unacceptable Waste at a location authorized to accept such Unacceptable Waste in accordance with all Applicable Laws and charge Customer all reasonable direct costs incurred due to the handling, delivery and disposal of such Unacceptable Waste, unless Customer otherwise elects to arrange for disposal of the Unacceptable Waste. If Customer elects to dispose of such Unacceptable Waste, it shall do so within such time period as Company reasonably deems necessary or appropriate in connection with the operation of the Facility, including the preservation of the health and safety of its employees. If after electing to do so, Customer does not dispose of the Unacceptable Waste within such time period, Company may dispose of such Unacceptable Waste as Customer's agent, without further notice to Customer, and Customer shall pay the reasonable direct costs set forth above. Notwithstanding the foregoing, no notice shall be required by Company to Customer for Company to dispose of Unacceptable Waste as Customer's agent in emergency situations where in Company's reasonable judgment a delay in such disposal could constitute a hazard to the Facility or any person on, about or near the premises.

5. FEES: (a) Customer shall pay Company the disposal fee set forth on the front page of this Appendix 1 (the "Disposal Fee") for all Acceptable Waste Customer delivers to the Facility. The Disposal Fee is inclusive of all other fees, taxes, or other charges in effect as of the date hereof.

(b) Company shall transmit an itemized invoice to Customer of all Disposal Fees on a 181 weekly or 0 monthly basis. Customer shall pay all invoices within 30 days after date of invoice. If Customer does not make payment by such date, Company may impose a late payment fee in an amount equal to the lesser of (i) 1.5% per month on the amount past due or (ii) the maximum amount allowed by Applicable Law.

(c) The Disposal Fee is inclusive of all federal, state, local or other taxes, fees (including host fees), surcharges or similar charges related to the acceptance or disposal of Acceptable Waste or the operations or activities of the Facility that are imposed by law, ordinance, regulation, agreement with a governmental authority, governmental audit or otherwise. Company shall have the right to increase the Disposal Fee from time to time as a result of a change in Applicable Laws affected after the Effective Date which affects Company's disposal cost. Any such increase shall be effective 30 days following written notice by Company to Customer. Subject to Customer's approval, the Disposal Fee also may be adjusted for other reasons.

6. DEFAULT: (a) It shall be an event of default by either party if such party fails to perform any material term, covenant or agreement contained herein on its part to be performed (including payment of Disposal Fees and charges) and such failure continues for a period of 14 days after written notice to such party specifying the nature of such failure and requesting that it be remedied.

(b) Whenever any event of default shall have occurred and be continuing, the non-defaulting party shall have the following rights and remedies, which shall be in addition to any other remedies provided by Applicable Law or this Agreement: (i) upon the end of any applicable grace period in this Section 7, such party shall have the option to immediately terminate this Agreement unless during such period the defaulting party has taken remedial steps the effect of which would be to enable such party to cure such event of default within a reasonable period following the expiration of such grace period; and (ii) if Customer is then in default, Company shall have the option, without terminating this Agreement, to stop accepting Acceptable Waste delivered by Customer until such default is cured or this Agreement is terminated.

7. FORCE MAJEURE: Except for the Customer's obligations to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to strikes, riots, acts of terrorism, imposition of laws or governmental orders, fires, acts of God, inability to obtain equipment, changes to permits and regulations, and other restrictions (including land use) therein, and the affected party shall be excused from performance during the occurrence and continuation of such events, so long as such party takes reasonable and timely steps to mitigate or cure the force majeure event.

8. INDEMNITY:

To the fullest extent permitted by law, each Party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other Party and its subsidiaries and affiliates, and their respective directors, officers, members, managers, agents, and employees (collectively, the "Indemnified Parties"), from and against any and all liabilities, losses, assessments, fines, penalties, forfeitures, damages, costs, expenses, and disbursements, including reasonable attorneys' fees, expert witness fees, litigation-related expenses, and court costs (collectively, "Losses"), to the extent arising out of or resulting from: (a) any breach of this Agreement by the Indemnifying Party; (b) the Indemnifying Party's disposal of Unacceptable Waste at the Facility; or (c) the Indemnifying Party's transportation of Waste, including any claim for damage to property or injury to or death of any person.

Notwithstanding anything to the contrary herein, nothing in this Agreement shall be deemed or construed as a waiver of, or consent to suit with respect to, any sovereign or governmental immunity, defenses, or limitations of liability available to Customer under applicable law, and such immunities, defenses, and limitations are expressly reserved.

9. Intentionally Omitted. [not necessary as covered in our standard agreement]