

THIS AGREEMENT FOR SERVICES (this "Agreement"), made and entered into this ____ day of _____, **2018** by and between Chatham County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as the "County"), and **ECOFLO, Inc.** (hereinafter referred to as "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 and Appendix 2, Project Approach, 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 **March 1, 2018** and shall end on or before **February 28, 2021**. This agreement shall have an option to renew for two (2) additional one-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 agreement.
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 and "Project Approach" attached hereto as Appendix 2, 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 County shall pay the Contractor in accordance with the prices set forth in Appendix 3. Payment terms are net 30 days from receipt of invoice.
4. **Insurance**: Contractor shall maintain insurance policies at all times with minimum limits as follows:

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)

Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

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 \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment.

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: Renee Paschal
Post Office Box 1809
Pittsboro, North Carolina 27312

ECOFLO, Inc.
Attn:
2750 Patterson Street
Greensboro, North Carolina 27407

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) Convenience: The County reserves the right to terminate this Agreement upon thirty (30) days 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 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 County 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 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. 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.

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.

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18. E-Verify: Effective September 4, 2013 North Carolina local government units are prohibited from entering into certain contracts unless the contractor and the contractor's subcontractors, if any, comply with the requirements of N.C. Gen. Stats. §64-26(a). Prior to providing any services hereunder, Contractor and Contractor's subcontractors, if any, are subject to the provisions of N.C. Gen. Stats. §64-26(a). Contractor agrees to fully comply with such statute and require Contractor's subcontractors, if any, to fully comply with such statute.

19. Iran Divestment Act: Contractor hereby certifies that Contractor, an all subcontractors, are not on the Iran Divestment List (the "List") created by the North Carolina State Treasurer pursuant to N.C.G.S § 143-6A-4. Contractor shall not utilize any subcontractor that is identified on the List.

20. Requirement to Recycle Certain Electronic Equipment: If applicable, Contractor's 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, shall be grounds for immediate termination of this Agreement.

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.

Vicki McConnell, Finance Director

Chatham County:

By: _____
Renee Paschal, County Manager

Contractor:

By: _____
Name
ECOFLO, Inc.
2750 Patterson Street
Greensboro, North Carolina 27407

APPENDIX 1

SCOPE OF WORK

PURPOSE:

The contractor shall provide collection and disposal services for Chatham County's permanent Household Hazardous Waste (HHW) facility. The facility is located at 39 County Services Road in Pittsboro, NC and managed by the Solid Waste & Recycling Division. The HHW facility has traditionally been open on the third Saturday of each month, March through November (9 events per year), from 9:00 am to 3:00 pm.

SCOPE OF WORK:

1. Screening and Collection of Waste

Contractor personnel will set up the HHW facility prior to events, including placing traffic cones and sorting tables, and utilizing appropriate safety equipment. Contractor will be responsible for screening and surveying event participants. During HHW collection events, non-residential waste is not to be accepted. Promotional literature will indicate that explosives, radioactive materials, biologically active or infectious waste, and asbestos are not acceptable. Should the County elect to accept excluded waste, the County shall be responsible for the proper disposal of this waste. However, if such material is delivered, effort must be made by the Contractor to assist the County in the proper disposal of such materials. The Contractor must attempt to identify received unknowns and analyze unknown material on site where necessary to allow for its disposal. In general, it is the County's desire to not simply "turn away" a participant and risk improper disposal of waste. Parties that must be refused will be offered assistance in seeking proper disposal options.

2. Waste Identification/Packaging

Contractor personnel will perform waste identification of material for documentation and segregation according to Hazard Class and must bulk or package in containers approved by Federal and State regulations. Each container must be manifested, labeled, and coded in accordance with all pertinent Federal and State regulations.

3. Temporary Storage

Storage time and restrictions will be determined by Federal, State, and local regulations, safety considerations, space demands, and expense to the County for frequent pick-up and disposal by the Contractor. The County's facility is currently permitted by the State to allow for 90-day storage of hazardous materials and the Contractor may leave partially filled containers in the County's facility between collection events in order to maximize program efficiency. Contractor will be responsible for all waste stored in the County's facility. The County certifies that the facility is secure and equipped with an adequate fire suppression system and alarm.

4. Transportation and Disposal

As needed, hazardous wastes are to be transported off site in vehicles permitted for such transportation, according to Federal and State regulations, by drivers properly trained and licensed to transport hazardous wastes. Unless otherwise directed by the County, waste must be disposed through treatment, recycling, and/or incineration, with landfilling as a last resort. Materials sent for secure landfilling must be managed at a federally permitted hazardous waste disposal site.

5. Reporting/Documentation

The Contractor shall turn over to the County a copy of a manifest listing all wastes packed for disposal prior to leaving the facility after each pick-up. The Contractor shall finalize and/or complete all manifest and shipping papers upon receipt of waste at Contractor's treatment, storage, and disposal facility (TSDF), and shall provide a completed copy of manifest to the County within fifteen (15) working days of the pick-up. Upon request by the County, the Contractor shall provide a Certificate of Disposal document attesting that all waste received

from County's program has been properly disposed. This Certificate of Disposal must list any applicable waste identification numbers (corresponding with information listed on the manifest), the date of disposal, the location of ultimate disposal, and the disposal method.

The Contractor shall also submit monthly reports to the County. The required monthly reports shall be submitted with an invoice for services, either electronically or hard copy, and shall include:

- Itemization of all charges to the County for materials used at events, waste disposal services, transportation, and labor; and
- A summary of all wastes collected at that each event, including a material profile, waste stream identification, number of containers collected, weight of container, container size, and container type.

Additionally, upon request, the Contractor will assist the County in completing any required annual reports.

APPENDIX 2

PROJECT APPROACH

ECOFLO will provide the necessary staffing, operational, and transportation materials to operate the Chatham County HHW sites in accordance with Federal, State and County hazardous waste, solid waste and safety regulations, and permits. ECOFLO employees shall work in a safe and customer friendly manner to accept and process these acceptable materials as efficiently as possible.

ECOFLO will also provide and document continual training to its personnel on all aspects of HHW operations. These include but are not limited to such topics as health and safety, DOT paperwork, sustainable operations, ISO 14001 continual environmental quality improvement, spill prevention and countermeasures, packaging and labeling, personal protective equipment, site security, customer service, etc. In addition, ECOFLO will follow, maintain, and secure all pertinent DOT regulations in regards to paperwork and packaging practices.

ECOFLO will continue to support the County in any way possible. These areas may include community outreach, employee training, and disaster assistance. ECOFLO will also maintain shipping paperwork in a secure fashion. In addition, ECOFLO will provide trash containers to effectively remove municipal solid waste generated through HHW material processing activities while also diverting selected materials to alternative disposal.

Preparation:

A Project Manager will be assigned to this program and will attend all meetings with the County to discuss and detail a list of activities that need to be completed before the first HHW event each calendar year. Issues that will be discussed may include scheduling of milestones, permitting, health & safety planning, emergency response preparedness, personnel training, specialized reporting, site setup and site operations.

The Project Manager will make routine inspections of the area for safe working conditions and ensure that any potential problems are addressed before the facility is opened to the public. In addition, the Project Manager will complete an inspection prior to each event and provide a report to the County noting any issues with the facility or operations.

Daily Site Setup:

Approximately one hour before the Collection Center opens, ECOFLO's staff will ensure that the necessary equipment and supplies are available, including, but not limited to:

Fire extinguishers	Spill pads
First Aid kits	85-gallon overpacks
Eye washes	55-gallon steel drums
Full-face respirators	30-gallon fiber drums
Tyvek coveralls	5-gallon plastic pails
Latex/nitrile & leather gloves	5-gallon steel pails
Shovels and brooms	3.77 cubic feet fiber drums
Safety glasses/goggles	2.2 cubic feet fiber drums
Oil dry	Cubic yard boxes & liners
Absorbent booms	Unknown testing kit
Neutralizers	Drum and pallet carts
Labels & Placards	Vermiculite

Screening and Collection of Waste:

ECOFLO will staff each HHW event with three ECOFLO personnel and/or contracted part-time personnel. Emphasis will be placed upon limiting the time each resident remains in line. To this end, participants will be asked to remain in their cars for both safety and efficiency. Vehicles with unusually large loads will be moved to another area for special attention.

ECOFLO's trained technicians will remove the household hazardous wastes from vehicles. At the time of unloading all materials will be screened for identification and acceptability. Classification of wastes will be performed with the data obtained by the technicians. Observations will include material labeling, type and condition of containers, physical characteristics, donor comments and donor responses to questions.

Wastes that are acceptable will be placed on small carts for further identification and segregation into hazard classes. Unacceptable materials will not be removed from vehicles. Potentially explosive or unstable items will be brought to the attention of local emergency personnel by means outlined in the Emergency Contact information and Safety and Evacuation Plan provided by the County.

If a material appears to differ from the description provided by the resident, or if its composition is unknown, the container is set aside from other materials. The waste is then sampled and analyzed for pH, compatibility and water solubility, as necessary. The pH will be tested using pH paper or pH strips. The compatibility test will only be performed if deemed necessary and if the waste is to be consolidated at the HHW collection site.

If a waste cannot be identified using generator knowledge, visual inspection and simple testing, then field tests will be used to determine the hazard class and DOT classifications. Only personnel trained in the use of the hazardous determination testing kit will perform the tests.

ECOFLO will not accept unacceptable wastes from residential customers or non-residential and Conditionally Exempt Small Quantity Generator (CESQG) parties. ECOFLO will assist these parties in informing them on available resources for the proper management of their materials. If unacceptable materials are delivered, ECOFLO will assist the County, and the resident, in determining the proper disposal of such materials.

Waste Identification and Packaging:

ECOFLO will identify all waste materials prior to their acceptance at each HHW collection event. They will then be segregated by material class and will be packaged according to all Federal and State labeling and shipping requirements.

After the initial screening, waste will be placed into shipping containers or in the storage building. Most wastes will be loose packed at the HHW center based on existing profiles and stored in the storage facility until transported to ECOFLO's TSDF in Greensboro, NC. Some wastes such as automotive fluids, solvents, cleaners and paint-related products with low solids content will be consolidated into 55-gallon drums at the HHW storage building. Aerosols and most paints will be placed into 55-gallon drums or cubic yard boxes for later consolidation at ECOFLO's TSDF. Paint-related materials with high solids content, pesticides, alkaline batteries, small propane cylinders, acidic and alkaline cleaners and other miscellaneous wastes will be packaged in cubic yard boxes or 55-gallon steel/poly drums for storage in ECOFLO's hazardous waste facility or another approved vendor. Lab packs and batteries will be packaged in 55 gallon steel drums, 30 gallon fiber drums, or 5 gallon plastic pails.

Temporary Storage:

ECOFLO will be responsible for all HHW materials temporarily stored at the County HHW facility and will assure that the storage/removal of these materials will meet all Federal and State permits and regulations.

Transportation and Disposal:

All waste will be transported in ECOFLO's vehicles or by an appropriately licensed and permitted transporter. Prior to leaving the site, a Waste Manifest or Bill-of-Lading will be completed to document the waste types and quantities. Transportation will be completed in accordance to all applicable Federal and State regulations. ECOFLO will take title of the waste from the collection site. All applicable manifests, permits, record keeping and DOT documents will be provided by ECOFLO to the county, either electronically or hard copy.

After the processing of HHW materials, ECOFLO will properly package, label, and manifest all materials prior to transportation and disposal of collected materials at an approved and permitted disposal facility. ECOFLO will only utilize properly trained and licensed transporters such as ECOFLO transportation or other approved vendors. All HHW materials will be disposed through treatment, recycling, and/or through incineration, with landfilling as a last resort.

Reporting and Documentation:

ECOFLO will be responsible for properly completing all manifests and shipping papers. Copies of all paperwork will be provided to Chatham County before waste leaves the site. Signed copies of manifests acknowledging receipt at ECOFLO's facility will be issued within five working days after each shipment is received by ECOFLO or one of its vendors. A copy will be provided to the County, either electronically or hard copy. This includes manifests, miscellaneous shipping papers, and records of incidents. Manifest of receipt at final destination will be provided to the County as soon as all waste from a particular shipment is complete. Certificates of Disposal and Recycling will be provided to the County as soon as they are available.

APPENDIX 3 PRICING

Price per unit for each material is listed below. The cost is inclusive of all services described in the project approach including supplies, transportation, labeling, treatment, and disposal. Contractor may invoice the County monthly for the work completed the prior month.

Disposal Cost			
Material	Disposal Method	Unit	Disposal Cost per Unit
Aerosols	Fuel Blend	lb	\$ 0.75
Latex Paint	Recycle	lb	\$ 0.19
Oil-based Paint	Fuel Blend	lb	\$ 0.27
Flammable Liquids	Fuel Blend	lb	\$ 0.27
Liquid Pesticide	Incineration	lb	\$ 0.85
Solid Pesticide & Fertilizer	Incineration	lb	\$ 1.00
Bases	Treatment/Neutralize	lb	\$ 0.78
Acids	Treatment/Neutralize	lb	\$ 0.78
Oxidizers	Incineration	lb	\$ 1.05
Mercury	Recycle	lb	\$ 2.00
Propane Cylinders	Recycle	lb	\$ 2.10
Other Cylinders*	Recycle	lb	\$ 2.20
Fluorescent tubes <4ft	Recycle	lb	\$ 0.80
Fluorescent tubes >4ft	Recycle	lb	\$ 1.00
CFLs	Recycle	lb	\$ 1.50
Alkaline Batteries	Recycle	lb	\$ 0.85
Ni-Cad Batteries	Recycle	lb	\$ 0.85
Lithium Batteries	Recycle	lb	\$ 7.00
Non-Hazardous Liquids & Solids	WTE	lb	\$ 0.18

*"Other Cylinders" assumed to be household variety. If not, subject to cost of disposal plus 20%.

Event Pricing		
Service	Description	Cost
Labor	6 hours plus set up and break down	\$1,000.00
Transportation/supplies		Included
Total one-day Event Cost:		\$1,000.00