

NORTH CAROLINA
GUILFORD COUNTY

THIS CONTRACT AMENDMENT is hereby made, entered into and effective as of this 1st day of July, 2016, by and between **GUILFORD COUNTY**, hereinafter referred to as the “**COUNTY**”; and **CENTRAL CAROLINA HOLDINGS, L.L.C. D/B/A CENTRAL CAROLINA TIRE DISPOSAL**, a corporation with a place of business in Cameron, NC, hereinafter referred to as the “**PROVIDER**” and collectively referred to as the “Parties”.

W I T N E S S E T H:

WHEREAS, the Parties entered in a Contract on July 1, 2005 for services of the PROVIDER and the PROVIDER agreed to provide the services to the COUNTY in accordance with the terms as set out in the terms and conditions hereinafter set forth, the COUNTY hereby contracts for the services of the PROVIDER; and the PROVIDER agrees to provide the services to the COUNTY in accordance with the terms of agreement.

1. The COUNTY owns and operates a tire collection site at 2138 Bishop Road, Greensboro, Guilford County, North Carolina. The site shall be properly secured and operated in accordance with all Federal, State and Local laws to serve as COUNTY’S collection site under G.S., Chapter 130A, Article 9, Part 2B. Tires are then to be disposed of by PROVIDER in a lawful manner acceptable to the COUNTY. PROVIDER will completely recycle the tires to the fullest extent feasible. All PROVIDER costs of collection and disposal are to be included in the price per ton shown in section three below and no additional charge to the COUNTY by PROVIDER will be made for any other reason. All services will be provided in a professional and competent manner acceptable to the COUNTY.
2. The hours of operation of the collection site shall be 8:00 AM until 4:00 P.M., Monday through Friday, and at other times by special arrangements. This collection site may be closed on all holidays designed for County employees and offices. Hours and days of operation can be changed with prior approval of the County Manager.
3. This Contract term effective period for Scrap Tire Disposal is hereby extended from July 1, 2016, through June 30, 2019, under the same terms and conditions as set forth in the initial Contract, as amended. It is understood that the Parties will review this Contract prior to the end of each fiscal year for any changes, so that the Contract terms may be adjusted by written Contract Amendment as needed. All goods and/or services will be provided in a competent and professional manner acceptable to the COUNTY.
4. This Agreement may be renewed and extended at the sole option of the COUNTY for two additional one-year renewal terms. The County, not later than 180 days prior to the expiration of the Initial Term, shall give the PROVIDER written notice of its intent to exercise its renewal option. All terms and conditions of this Agreement shall apply to both the Initial Term and the Renewal terms, except as otherwise expressly provided.

GUILFORD COUNTY CONTRACT NO. 19886-08/05-074, AMENDMENT 1
CENTRAL CAROLINA HOLDINGS, L.L.C. D/B/A CENTRAL CAROLINA TIRE DISPOSAL (PROVIDER)

5. The total amount payable to the PROVIDER by the COUNTY for all services under this agreement will be as follows:

- (a) Price per ton w/contractor providing labor \$ 72.80
- (b) Price per ton w/Guilford County providing labor \$ 67.40

The net amount paid to the PROVIDER is not expected to exceed \$750,000.00 for the period July 1, 2016 through June 30, 2017. In any event payment will be made only from budgeted funds in accordance with NCCGS §159.

Payment will be made by the COUNTY from revenues provided by the scrap tire disposal tax authorized in G.S. 105, Article 5B and COUNTY General Revenue, if said tax funds are not sufficient. Accuracy of collection volumes is guaranteed in good faith by the PROVIDER. The contract shall provide for an annual adjustment for cost of business inflationary increase not to exceed 2%. The Consumer Price Index (CPI) for Southeastern United States, all items, as issued by the Bureau of Labor Statistics will be used to determine the inflationary increase. The change in the CPI shall be measured by comparing the CPI of March of the then-current year to the CPI of March of the previous year.

- 6. The following charges will be collected from the public by the COUNTY for all tires that are ineligible for free disposal as allowed by State regulations and procedures. A fee of \$0.82 cents per passenger vehicle tire, \$4.19 per truck tire, or \$.0365/lb for oversized tires (weight tickets are required). These charges will also be paid to PROVIDER for disposal of said tires. All tires received shall be counted and verified by the PROVIDER according to the breakdown shown in item 5 above. Accurate monthly reports shall be submitted by PROVIDER to the COUNTY showing the number of tires collected by the recycling percentage and method. The COUNTY shall have access to the PROVIDER records at all times for auditing purposes.
- 7. COUNTY and PROVIDER will be responsible for compliance with all laws including all required licenses and permits for the operation of the facility. The COUNTY will also maintain sufficient self-funding coverage necessary to maintain and operate the facility.
- 8. PROVIDER will also maintain sufficient liability insurance and bonding coverage to cover its operations of at least one million (\$1,000,000) dollars. Verifications of this insurance coverage shall be made available to the COUNTY by the PROVIDER within fifteen days of the start of this Agreement and the COUNTY shall be notified immediately of any changes to this insurance coverage.
- 9. The PROVIDER shall operate as an independent contractor for all purposes and the COUNTY shall not be responsible for his/its acts or omissions. The Provider agrees to defend and hold the COUNTY harmless from and against any and all claims made or liability for acts or omissions of the PROVIDER.
- 10. The COUNTY publicly acknowledges the PROVIDER as its authorized tire collector. The COUNTY shall publicize the collection site along with any and all pertinent information as necessary to keep the public properly informed.

11. As the new tire sales fee collected by the State is returned to the COUNTY, this fee, less any COUNTY expenses directly related to the disposal of tires, or any other lawful deduction may be passed on to the public by either increasing or lowering the disposal charge to the public as provided in G.S. 130A-309.54. This fee shall not be passed on to the public through any other collection site except the one operated by the COUNTY.
12. This contract is subject to applicable law. It may be terminated by mutual consent of both parties or upon six (6) months' written notice given by either party to the other.
13. Inclusion of titles of paragraphs or section headings, capitalization of certain words or phrases and/or bold face typestyle of certain words or phrases in this Contract are for convenience purposes only and shall not be used to interpret or construe the provisions of this Agreement. The terms "Contract" and "Agreement" have the same meaning and may be used interchangeably throughout this document. The terms "Attachment", "Exhibit" and "Addendum" have the same meaning and may be used interchangeably throughout this document.
14. This Contract, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the Parties. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished. This Contract shall not be modified except by a writing subscribed to by all the Parties.
15. Neither Party shall be liable to the other Party for any failure or delay caused by events beyond such Party's control and not due to its own negligence, provided that such Party uses commercially reasonable efforts to resume performance as soon as reasonably practicable. The non-performing Party shall notify the other Party of the force majeure event within twenty-four (24) hours of the onset thereof. In the event that a force majeure event precludes PROVIDER from performing services and/or providing goods for a period of ten (10) consecutive business days, the COUNTY shall have the right to: (a) procure replacement goods and/or services from an alternative source and/or (b) terminate the Contract or portion(s) of Contract upon written notice to PROVIDER.
16. If PROVIDER should undergo merger, acquisition, bankruptcy or any change in their ownership or their name for any reason, PROVIDER must immediately notify the COUNTY in writing of these changes and provide the COUNTY with legal documentation supporting these changes, such as an Assumption Agreement, Bill of Sale, Articles of Incorporation, Articles of Amendment, sales contract, merger documents, etc. Further, PROVIDER will submit the name and address of the assuming PROVIDER'S registered agent for service of process and/or all notices required under this Contract.
17. Iran Divestment Act of 2015. Whereas, N.C.G.S. §147-86.59 requires that a State agency or political subdivision of the State must require persons attempting to contract therewith, including contract renewals or assumptions, to certify that the persons or the assignees are not identified on the list created by State Treasurer pursuant to N.C.G.S. §147-86.58. Effective as of the date of this Contract, and in accordance with N.C.G.S. Chapter 147, Article 6E entitled "Iran Divestment Act," each Party hereby certifies that it is not identified on the Final Divestment List created by the State Treasurer, which list of persons the Treasurer has determined engage in investment activities in Iran, including any subcontractors of either Party.

GUILFORD COUNTY CONTRACT NO. 19886-08/05-074, AMENDMENT 1
CENTRAL CAROLINA HOLDINGS, L.L.C. D/B/A CENTRAL CAROLINA TIRE DISPOSAL (PROVIDER)

18. The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The PROVIDER will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.

All other provisions of the initial Contract, as amended, are hereby ratified and shall continue in full force and effect without change unless and until revised upon mutual written Agreement of the Parties, or terminated pursuant to the initial Contract.

WITNESS the following signatures and seals all pursuant to authority duly granted, effective as of the day and year first above written

ATTEST:

GUILFORD COUNTY

Robin Keller
Clerk to Board

Date

Marty K. Lawing
Guilford County Manager

Date

(CORPORATE SEAL)

ATTEST:

**CENTRAL CAROLINA HOLDINGS, L.L.C.
D/B/A CENTRAL CAROLINA TIRE DISPOSAL**

Corporate Secretary

Date

President

Date

(CORPORATE SEAL)

This contract does not create financial commitment and, therefore has not been preaudited. Purchases under this contract shall only be made pursuant to purchase orders, each of which will contain a preaudit certificate.

N. Reid Baker
Guilford County Finance Director

Date

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF GUILFORD

I, _____ (the individual attesting below), being duly authorized by and on behalf of
CENTRAL CAROLINA HOLDINGS, L.L.C. D/B/A CENTRAL CAROLINA TIRE DISPOSAL (the
entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. Mark "Yes" or "No":
 - a. YES _____; or,
 - b. NO _____
 4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.
- This ____ day of _____, 2016.

Signature of Affiant
Print or Type Name: _____

State of North Carolina County of Guilford

Signed and sworn to (or affirmed) before me, this the

day of _____, 2016.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)