

NORTH CAROLINA  
GUILFORD COUNTY

THIS CONTRACT is hereby made, entered into and effective as of this 1<sup>st</sup> day of July, 2019, 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, for the purpose and subject to the terms and conditions hereinafter set forth, the COUNTY hereby contracts for the items, goods, service or services of the PROVIDER and the PROVIDER agrees to provide the items, goods, service or services to the COUNTY in accordance with the terms of this Agreement.**

**WHEREAS, the COUNTY is in need of tire disposal and,**

**NOW, THEREFORE, in consideration of promises mutually exchanged the Parties agree as follows:**

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 will 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 shall be in effect for one (1) year, beginning July 1, 2019, and ending June 30, 2020, with the option to extend for four (4) additional one (1) year renewals at the same pricing and terms and conditions upon mutual written agreement of both Parties.
4. The County, not later than 30 days prior to the expiration of the Initial Term, shall give the PROVIDER written notice of its intent to exercise its renewal option and further provide a written contract renewal for execution. All terms and conditions of this Agreement shall apply to both the Initial Term and the Renewal terms, and may only be modified or revised with a written Contract renewal executed by both Parties

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      | \$ 76.96 |
| (b) Price per ton w/Guilford County providing labor | \$ 71.25 |

The COUNTY is not financially committed by this Contract to purchase any minimum amount of goods and/or services. The annual financial exposure to the COUNTY is not expected to exceed \$802,000.00, and in any event payment will be made only from budgeted funds in accordance with N.C. Gen. Stat. §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 effective July 1<sup>st</sup> of the current year.

6. The County will charge a fee for all tires that are ineligible for free disposal in accordance with State pricing guidelines. 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'S COUNTY collection and disposal 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.

PROVIDER will also maintain sufficient liability insurance and bonding coverage to cover its operations of at least one million (\$1,000,000.00) 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.

UNDERWRITING, ADDITIONAL INSURED, AND CANCELLATION NOTICE REQUIREMENTS: All insurance shall be written by companies with an AM Best rating "A" or higher. GUILFORD COUNTY shall be named as an additional insured on COMPANY insurance policies, which shall be primary and not contributory to any other insurance that may be available to the COUNTY. Such certificates shall require that the policies shall not be canceled or reduced in coverage until thirty (30) days written notice of such cancellation or reduction has been received by COMPANY and Guilford County.

**MAINTENANCE OF INSURANCE COVERAGE AND RENEWAL DOCUMENTATION:** Upon entering into this Agreement, the awarded vendor will provide a Certificate of Insurance for meeting the required insurance provisions. The Certificate of Liability shall state, "Guilford County is added as an additional insured as evidenced by the endorsement attached to this Certificate." COMPANY insurance declarations page may be required by COUNTY at any time. Current, valid insurance policies meeting the requirements stated herein shall be maintained for the duration of the Agreement. Certificates of insurance for renewed policies shall be sent to the County at the above address thirty (30) days prior to any expiration date

All insurance documents required under this Contract shall be forwarded to:

GUILFORD COUNTY  
DEPARTMENT NAME:  
Planning  
Attention: J. Leslie Bell

With copy:  
GUILFORD COUNTY  
Attention: Risk Management  
301 West Market Street  
Greensboro, NC 27401  
Reference: GUILFORD COUNTY CONTRACT NO. 1413 / CENTRAL CAROLINA HOLDINGS, LLC

In the event CONTRACTOR fails to maintain and keep in force for the duration of this Contract the insurance required herein, the COUNTY may cancel and terminate this Contract without notice.

8. 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.
9. 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.
10. 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.

11. . **TERMINATION WITHOUT CAUSE.** Either Party may terminate this Agreement for any reason without cause and without penalty upon six (6) months written notice to the other Party. All goods and/or services provided and accepted as of the date of termination will be paid for; similarly, amounts paid in advance, if any, for which goods and/or services have not been provided and accepted by the COUNTY will be promptly refunded to the COUNTY by the COMPANY within thirty (30) days of date of termination of this Contract.

**TERMINATION FOR CAUSE.** If, through any cause, the COMPANY shall fail to fulfill its obligations under this contract in a timely and proper manner, COUNTY shall promptly notify COMPANY and allow COMPANY a reasonable time to cure. Upon failure of COMPANY to cure the failure to fulfill its obligations in a reasonable time, the COUNTY shall have the right to terminate this contract by giving written notice to the COMPANY and specifying the effective date thereof. In the event, all finished or unfinished deliverable items prepared by the COMPANY under this contract shall, at the option of the COUNTY, become its property and the COMPANY shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the COMPANY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the COMPANY'S breach of this agreement, and the COUNTY may withhold any payment due the COMPANY for the purpose of setoff until such time as the exact amount of damages due the COUNTY from such breach can be determined. In case of default by the COMPANY, without limiting any other remedies for breach available to it, the COUNTY may procure the contracts services from other sources and hold the COMPANY responsible reasonable costs occasioned thereby. The filing of a petition for bankruptcy by the COMPANY shall be an act of default under this contract.

12. 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.
13. 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.
14. 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.

15. 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.
16. 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. (Attachment A)

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.

***REMAINDER OF THIS PAGE INTENTIONAL LEFT BLANK***

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

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
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.

\_\_\_\_\_  
Harley Will  
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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
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 \_\_\_\_\_, 2019.

My Commission Expires:

\_\_\_\_\_  
Notary Public

(Affix Official/Notarial Seal)