NORTH CAROLINA

CHATHAM COUNTY

AGREEMENT FOR GOODS AND/OR SERVICES

THIS AGREEMENT FOR GOODS AND/OR SERVICES (this “Agreement”), made and entered into by and between Chatham County (“County”), and Wayne Roofing & Sheet Metal Co., (“Contractor”).

WHEREAS, 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 the mutual agreement described below, the parties agree as follows:

1. **Term of Agreement**: The term of this Agreement shall commence on **October 15, 2018** and end on **January 31, 2019**, unless terminated as hereinafter set forth.

2. **Scope of Service**: The Contractor shall provide to the County the goods and/or services (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 Contractor, the County shall pay the Contractor the sum of **$296,123.00** (per the attached bid proposal), payable within thirty (30) days from receipt of proper invoice, or as otherwise set forth in Appendix 1.

4. **Insurance**: Contractor shall maintain insurance policies at all times with minimum limits as follows:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Automobile Liability</th>
<th>General /Professional Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker’s Compensation</td>
<td>$250,000 bodily injury per person</td>
<td>$100,000 bodily injury per person</td>
</tr>
<tr>
<td>Statutory Limits</td>
<td>$100,000 property damage</td>
<td>$500,000 bodily injury per occurrence</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$100,000 property damage</td>
</tr>
</tbody>
</table>

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 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. Contractor should consult legal counsel before signing this document if Contractor is unsure of its intellectual property status under these statutes.

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: County Manager  
    Post Office Box 1809  
    Pittsboro, North Carolina 27312  
    919-542-8200

    Wayne Roofing & Sheet Metal Co.  
    Attn: Hunter Steed  
    PO Box 941  
    Goldsboro, NC 27533  
    919-734-5475  
    hlswayneroofing@yahoo.com

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 provisions of this paragraph.

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 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, Purchasing Agent, 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 provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

15. **Termination:** This Agreement may be terminated as follows:

   (i) **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:

      (a) Failure to respond to reasonable requests from the County to provide the Services covered by this Agreement.
      (b) Failure to keep and maintain any equipment required for the performance of this Agreement in good working order and in compliance 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 included in the formal bid request, as provided in the bid packet, which bid packet is incorporated herein by reference.
      (d) Failure to maintain the insurance required by this Agreement.
      (e) Charging rates or fees in excess of those permitted under in this Agreement.
      (f) Inefficient, or unsafe practices in providing Services.
      (g) The material breach of any provision of this Agreement.

   (ii) **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.
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 which 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 Service satisfactorily provided under this Agreement up to and through the Contractor's receipt of notice of termination.

17. **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.

18. **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.

19. **State and Federal Requirements: County Terms and Conditions:** by signing this Agreement Contractor certifies that (if applicable) Contractor, and any of Contractor's subcontractors 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 this link: http://www.chathamnc.org/finance. A hard copy of the Terms and Conditions is available upon request.

20. **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: [Signature]

Diana Hales, BOC Chairperson

Contractor

By: [Signature]

Name: Hunter Steed
Title: Vice-President

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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 Services Agreement
APPENDIX 1

SCOPE OF WORK

PROJECT NAME: DSS Roof Replacement

SCOPE OF SERVICES: Roof replacement at Chatham County DSS – per bid documents

TOTAL COSTS: which includes all Reimbursables: $296,123.00

COMPLETION DATE: January 31, 2019
Wayne Roofing & Sheet Metal Co.
P.O. Box 941
Goldsboro, N.C. 27533

TO: Chatham County Finance Office
Courthouse Annex
12 East St
Pittsboro NC 27312
Attn: Robin James
BID PROPOSAL FORM

PROJECT: Waterproofing Project-Roof Replacement, Chatham County Local Government

BID DUE DATE: October 2nd at 2:00 PM Local Time

To: Chatham County Local Government

In compliance with the specifications dated September 6, 2018 relating to the above referenced project, all bids shall include necessary mechanical work to perform the project, the undersigned, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the specifications for the following sum of money:

**BID ITEM #1:** All labor, accessory materials, services and equipment necessary for the completion of the work described in the specifications to replace the roof on Department of Social Services (DSS) with a 30-year edge to edge NDL warranted high performance metal roof system and restoration of skylights as specified.

One hundred Forty one thousand DOLLARS ($141,000.00)

**BID ITEM #2:** All US Communities materials, freight and taxes necessary for the completion of the work described in the specifications to replace the roof on Department of Social Services (DSS) with a 30-year edge to edge NDL warranted high performance metal roof system and restoration of skylights as specified.

One hundred fifty five thousand, one hundred twenty three DOLLARS ($155,123.00)

UNIT PRICES

The undersigned agrees, in the case of variation of quantities form those shown or specified, the following unit prices will be used in adjusting the Contract Price. If quantities are authorized by the Owner, the following amount will be added to the Contract as required.

1) Cost per Linear Foot for wood blocking

   - 2X6  $4.00
   - 2X8  $5.00
   - 2X10 $7.50

2) Cost per square foot for wood deck replacement $5.00

If awarded this Contract, the undersigned will execute a satisfactory Construction Contract, and submit proof of insurance coverage with the Owner for the entire Work as per the Contract Documents within ten (10) days after Notice of Award. It is agreed that a proposal is subjected to the Owner’s acceptance for a period
of sixty (60) days from the date of the Bid opening.

The undersigned agrees to the following:

1. To furnish all labor and materials as shown and specified.
2. To complete the total work in 60 consecutive working days.
3. To work 5 days a week
4. To start work 25 days after award of the contract.

Receipt is acknowledged of the following addenda:

   No. 1 Dated 9/2

   No. 2 Dated 9/27

   No. __________ Dated __________

Bidder agrees that the Owner has the right to accept or reject any or all bids and to waive informalities.

RESPECTFULLY SUBMITTED,

By: __________

Signature

Harte Steel

Printed Name

VP

Title: Wayne Roofing & Sheet Metal

Company: P.O. Box 941, Goldsboro, NC

Company Address: 919 734 5475

Phone Number