

NORTH CAROLINA

CHATHAM COUNTY

AGREEMENT FOR SERVICES

THIS AGREEMENT for Services (this "Agreement"), dated and made effective this 1st day of July, 2013 by and between Chatham County, a body politic and corporate of the State of North Carolina (the "County"), whose address is 12 East Street, Post Office Box 1809, Pittsboro, North Carolina 27312 and Atlantic Power Solutions, Inc. (the "Contractor") whose address is 2287 Bonlee Bennett Road, Siler City, NC 27344. The County and the Contractor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, The County solicited proposals for the Services contracted for herein; and

WHEREAS, the Contractor has represented to the County that the Contractor possesses the requisite skill, experience and financial resource to provide the Services contracted for herein; and

WHEREAS, the County desires to procure the Services offered by the Contractor; and

WHEREAS, the Parties each desire to enter into an Agreement for the Services hereinafter described;

NOW, THEREFORE, in consideration of the mutual covenants and the conditions contained herein, the Parties agree as follows:

1. SCOPE OF SERVICE. The Contractor shall provide to the County the Services (the "Services") set forth in the "Scope of Work" attached here to as "Appendix 1", which is incorporated herein and made an integral part of this Agreement.

2. TIME OF PERFORMANCE. The Contractor commenced providing services on the 1st day of July, 2013 and shall complete the provision of such services to the reasonable satisfaction of the County on or before the 30th day of December, 2013, unless such time of performance is extended in writing by the County.

3. COMPENSATION and EXPENSES. As compensation for the Services to be provided under this Agreement, the County shall pay the Contractor the sum of (a) \$9,255.00 for scheduled service and (b) hourly rates at \$85 per hour (time and a half for after hours) with a 20% markup for installed parts for (i) repairs and maintenance (beyond scheduled service) and

(ii) emergency services requested by the County, payable within thirty (30) days of receipt of invoice. Invoices shall be based on services completed. Unless otherwise stated on Appendix 1 the foregoing amount is all inclusive and includes all expenses of every kind and nature, including but not limited to travel, lodging, copying, overhead, outside 'consultants' and other similar and dissimilar expenses and charges.

4. TERMINATION. The County reserves the right to terminate this Agreement upon thirty (30) days written notice 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 termination for convenience, the County shall pay the Contractor those costs directly attributable to Services received by the County in compliance with this Agreement prior to termination. Provided, however, that no costs will be paid to the Contractor which are coverable in the Contractor's normal course of doing business. The County is not liable for loss of any profits anticipated to be made hereunder, or any special, consequential, or other damages.

This Agreement may be terminated for cause as follows: If the Services provided by the Contractor under this Agreement are unsatisfactory or unacceptable, as determined by the County, this Agreement may be terminated for default.

Grounds for termination for default shall include, but not be limited to:

- a) Failure to respond to all reasonable requests by the County to provide Services covered by this Agreement.
- b) Failure to maintain any equipment required to provide the Services in accordance with the requirements of this Agreement and with all laws.
- c) Lack of proper insurance as required under this Agreement.
- d) Charging rates in excess of those listed in this Agreement and in Appendix 1.
- e) Inefficient, or unsafe practices in providing the Services
- f) Other actions which may impact unfavorably on the faithful performance of this Agreement.

5. INSURANCE. The Contractor shall maintain insurance policies at all times within minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Worker's Compensation	Statutory Limits
General/Professional Liability	\$100,000/\$500,000/\$100,000
Automobile Liability	\$250,000/\$100,000

All insurance policies shall be issued by companies authorized to do business under the laws of the State of North Carolina with an A.M. Best Company rating of not less than A. The Contractor shall furnish Certificates of Insurance to the County, naming the County as an

11. 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 with the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

Chatham County
Attn Tony Tucker
PO Box 613
Pittsboro, North Carolina 27312

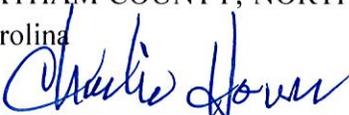
Atlantic Power Solutions
Attn Walter Petty
2287 Bonlee Bennett Road
Siler City, NC 27344

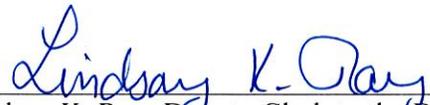
12. NO WAIVER. No waiver by either Party of any default by the other Party in the performance of any particular provision of this Agreement shall invalidate any other paragraph of this Agreement or operate as a waiver of any future default, whether like or different in character.

13. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

14. GOVERNING LAW. This Agreement shall be governed and construed in accordance of the laws of the state of North Carolina.

CHATHAM COUNTY, NORTH CAROLINA, a body politic and corporate of the State of North Carolina

BY: 
Charlie Horne, County Manager

ATTEST:
BY: 
Lindsay K. Ray, Deputy Clerk to the Board

ATLANTIC POWER SOLUTIONS, INC.
BY: 
Walter Petty, President

ATTEST:
BY: 
Secretary of Corporation

This Instrument has been pre-audited in the manner required by the Local Government Fiscal Budget Act.


Vicki McConnell, Finance Officer

01	SDMO	120kw	Diesel	EOC Pittsboro	590.00
01	Armstrong	100kw	Diesel	COA Pittsboro	510.00
01	SDMO	60kw	Diesel	EOC Pittsboro Trailer Unit	450.00
01	Spectrum	300kw	Diesel	Water Tower Jack Bennett Rd.	625.00
01	Spectrum	60kw	Diesel	EOC Pittsboro Trailer Unit	450.00
01	Gillette	42kw	LP	Sheriff's Office	450.00
01	Generac	35kw	Diesel	Bynum Lift Station	450.00
01	Spectrum	19kw	LP	School Bus Garage	285.00
01	Gillette	12kw	Gas	EOC Pittsboro Portable	100.00
01	Gillette	12kw	Gas	Siler City EMS Base	100.00
01	Sentry Pro	12kw	LP	Alltel Tower Pittsboro	115.00
01	Generac	10kw	LP	Harpers Cross Roads	115.00
01	Generac	8kw	LP	Fire Tower Pittsboro	115.00
01	Gillette	8kw	LP	Hart's Farm Tower	115.00
01	Onan	5.5kw	Gas	Mobile One Pittsboro	165.00
01	Gillette	5kw	Gas	EOC Pittsboro	100.00
01	HiPower	60kw	Diesel	EOC Pittsboro Trailer Unit	450.00
01	Kohler	35kw	Diesel	EOC Pittsboro Trailer Unit	450.00
01	Sentry Pro	30kw	Diesel	Courthouse Annex	450.00
01	Kohler	350kw	Diesel	Hwy 902 Pittsboro	625.00
01	Gillette	65kw	LP	Back-up EOC	500.00
TOTAL					\$9,255.00