

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF CHATHAM

I, Michelle Hunt (the individual attesting below), being duly authorized by and on behalf of Waste Industries (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 21st day of May, 2014.

Michelle Hunt
Signature of Affiant
Print or Type Name: Michelle Hunt

State of North Carolina County of Robeson

Signed and sworn to (or affirmed) before me, this the 21st day of May, 2014.

My Commission Expires: December 27 2014 Stephanie M. Watten
Notary Public

(Affix Official/Notarial Seal)

**NORTH CAROLINA
CHATHAM COUNTY**

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (this "Agreement"), dated and made effective for the current fiscal year beginning the 1st day of July, 2013 by and between Chatham County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as the "Customer"), and Waste Industries, (hereinafter referred to as "Company").

WHEREAS, Company, has agreed to provide services in a professional manner in accordance with the standards of Company's industry and as hereinafter set forth; and

WHEREAS, the Customer wishes to enter into an Agreement with Company to provide the services specified in Appendix 1, Scope of Work, 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 began as of the 1st day of July, 2013 and shall end the 30th day of June, 2017. This Agreement shall automatically 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 then current term.
2. Scope of Service: The Company shall provide to the Customer the Services (the "Services") set forth in the "Scope of Work" attached hereto as Appendix 1, which is incorporated herein and made an integral part of the Agreement.
3. Compensation: Compensation for the services to be provided under this Agreement shall be as set forth in Appendix 1.
4. Insurance: Company shall maintain insurance policies at all times with minimum limits as follows:

Coverage

Worker's Compensation
Statutory Limits

General/Professional Liability

\$100,000 bodily injury per person (BI)
\$500,000 bodily injury per occurrence (BI)
\$100,000 property damage (PD)

Automobile Liability

\$250,000 bodily injury per person (BI)
\$100,000 property damage (PD) or

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. Company shall furnish Certificates of Insurance to the Customer, naming the Customer as an additional insured, prior to the commencement of operations. The certificates shall clearly indicate that Company 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 Customer. Compliance with the foregoing requirements shall not relieve Company from any liability or obligations under this Agreement.

5. Confidentiality: All proprietary data and information, if any, furnished to Company by the Customer shall be regarded as confidential, shall remain the sole property of the Customer and shall be held in confidence and safekeeping by Company for the sole use of the Customer and Company under the terms of this Agreement. Company agrees that its officers, employees and agents will not disclose to any person, firm or

entity other than the Customer or its designated legal counsel, accountants or practice management consultants any information about the Customer. Company agrees to carry out its obligations to the Customer 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 Company and the Customer. Company 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 Customer.

7. Assignment and Subcontracting: Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Company without prior written consent of the Customer, which consent may be withheld in the Customer'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 Customer.

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: Dan LaMontagne
PO Box 1550
Pittsboro, North Carolina 27312

Waste Industries
Attn: Michelle Hunt
3301 Benson Drive, Suite 601
Raleigh, NC 27609

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 Customer 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 Company under this Agreement are determined to be unsatisfactory or unacceptable, as determined by the County Manager, this Agreement may be terminated by the Customer for default. Grounds for termination for default shall include, but not be limited to:

18. E-Verify: Effective September 4, 2013 North Carolina local government units are prohibited from entering into certain contracts unless the Company 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, Company and Contractor's subcontractors, if any, shall complete and return to the Customer the E-Verify affidavit, attached hereto as Appendix 2). If Company or any Contractor's subcontractors, are subject to the provisions of N.C. Gen. Stats. §64-26(a), Company agrees to fully comply with such statute and require Contractor's subcontractors, if any, to fully comply with such statute.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

Chatham County:
By: Charlie Horne
Charlie Horne, County Manager

Contractor
By: Michelle Hunt
Michelle Hunt
Waste Industries
3301 Benson Drive, Suite 601
Raleigh, NC 27609
(919) 325-4000

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.
Vicki McConnell
Vicki McConnell, Finance Director