

NORTH CAROLINA

CHATHAM COUNTY

APPENDIX A

AGREEMENT FOR SERVICES

THIS AGREEMENT for Services (this "Agreement"), made and entered into this 16<sup>th</sup> day of June, 2014, 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 Rd. 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 shall commence providing such services on the 1<sup>st</sup> day of July 2014 and shall complete the provision of such services to the reasonable satisfaction of the County on or before the 30<sup>th</sup> day of June 2015, unless such of 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) \$10,280, 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, herein listed as Appendix 2, 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:

Coverage	Minimum Limits
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 additional insured, prior to commencement of providing Services. The certificates shall clearly indicate that the 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 the Contractor from its liability and obligations under this Agreement.

6. CONFIDENTIALITY: All proprietary data and information, if any, furnished to the 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 the Contractor for the sole use of the Parties and the Contractor under the terms of this Agreement. The Contractor agrees that its officers, employees and agents will not disclose to any person, firm, or entity other than the County or County's designated legal counsel, accountants, practice management consultants any confidential information about the County. The Contractor agrees to carry out its obligations to the County in compliance with all privacy and security regulations required by law.

7. STATUS OF PARTIES: Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between the Contractor and the County. The 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. HOLD HARMLESS AGREEMENT. The Contractor agrees to indemnify and hold the County, its agents, servants and employees harmless from and against any and all claims, losses, liabilities, costs, expenses, charges, and damages arising from, or relating to, this Agreement, including but not limited to attorney's fees, with respect to any cause arising out of, resulting from, or in connections with (a) any breach by the Contractor of any clause, condition or provision of this Agreement; (b) any breach or violation by the Contractor of any applicable criminal or civil law; or (c) any other cause resulting from any act or failure to act by the Contractor in accordance with this Agreement. The Contractor shall promptly assume the defense of any claim, suit or action within the scope of this indemnification at its expense, upon being notified thereof.

9. ASSIGNMENT AND SUBCONTRACTING: Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by the Contractor without the prior written consent of the County, which consent may be withheld in the County's sole discretion.

10. MODIFICATIONS: This Agreement may be amended or modified 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.

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

Contractor Name  
Attn: Walter Petty  
2287 Bonlee Bennett Rd  
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.

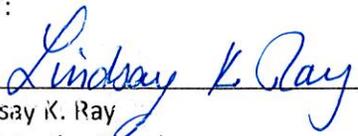
14. GOVERNING LAW: This Agreement shall be governed and construed in accordance of the laws of the state of North Carolina.

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

BY:   
Charlie Horne, County Manager

BY:   
Walter Petty, President

ATTEST:

BY:   
Lindsay K. Ray  
Clerk to the Board  
Chatham County Board of Commissioners

ATTEST:

BY:   
Secretary of Corporation

This instrument has been pre-audited  
In the manner prescribed by the Local  
Government Fiscal Budget Act.



Vicki McConnell, Finance Officer

## Appendix 1

### AGREEMENT BETWEEN CHATHAM COUNTY AND ATLANTIC POWER SOLUTIONS, INC.

#### SCOPE OF WORK

Name of Services to be Performed: Generator Maintenance and Repair Services

Contractor will provide the following services to the County fleet of stand-by generators shown on the attached Service List

Service A performed first, followed within six months by Service B.

- Service A.      Removal and Replace engine lubricant  
                     Removal and Replace lube filter or filters  
                     Removal and Replace fuel filter or filters  
                     Removal and Replace air cleaner as required  
                     Test engine coolant  
                     Inspect engine air inlet system  
                     Inspect and test engine coolant system  
                     Inspect and test engine exhaust system  
                     Inspect and test engine fuel control system  
                     Inspect and test engine safety shut downs  
                     Inspect and test engine instrumentation controls  
                     Inspect alternator wiring control/distribution  
                     Inspect alternator bearing for proper lubrication  
                     Run, evaluate, and record unit performance data
  
- Service B.      Inspect engine air inlet system  
                     Inspect and test engine coolant system  
                     Inspect and test engine exhaust system  
                     Inspect and test engine fuel control system  
                     Inspect and test engine safety shut downs  
                     Inspect and test engine instrumentation controls  
                     Inspect alternator wiring control/distribution  
                     Inspect alternator bearing for proper lubrication  
                     Run, evaluate, and record unit performance data

## APPENDIX 2

**Chatham County Generator Service List**

Quantity	Model	Size	Fuel Type	Location	Cost
01	Spectrum	535kw	Diesel	Water Plant Jordan Lake	945.00
01	Kohler	180kw	Diesel	West Chatham Senior Center	590.00
01	SDMO	125kw	Diesel	Water Maint. Trailer Mounted	510.00
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	Altel 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

COUNTY OF CHATHAM

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I, Walter Petty (the individual attesting below), being duly authorized by and on behalf of Atlantic Power Solutions (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 8 day of July, 2014.

[Signature]  
Signature of Affiant  
Print or Type Name: WALTER PETTY

State of North Carolina County of Lee

Signed and sworn to (or affirmed) before me, this the 8 day of July, 2014.

My Commission Expires:  
09-29-2016

Lindsay K. Ray  
Notary Public

