NORTH CAROLINA

CHATHAM COUNTY

AGREEMENT FOR SERVICES

THIS AGREEMENT for Services (this "Agreement"), made and entered into this 19 day of September, 2016, 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".

W I T N E S S E T H:

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 1st day of July 2016 and shall complete the provision of such services to the reasonable satisfaction of the County on or before the 30th day of June 2017, 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 total sum of $12,425.00 payable as set forth in

Appendix 1. 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 unfavorable 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	Contractor Name
Attn: Janet Scott	Attn: Walter Petty
PO Box 613	2287 Bonlee Bennett Rd
Pittsboro, North Carolina 27312	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: _____

Renee Paschal, County Manager

BY: _____

Walter Petty, President

ATTEST:

BY: _____

Lindsay K. Ray

Clerk to the Board

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