

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF UNION

THIS AGREEMENT is made and entered into as of _____, by and between UNION COUNTY, a political subdivision of the State of North Carolina, whose address is 500 North Main Street, Monroe, NC 28112, hereinafter "Union," and MXI ENVIRONMENTAL SERVICES LLC, a New Jersey limited liability company, whose address is 26319 Old Trail Road, Abingdon, VA 24210, hereinafter "Contractor."

W I T N E S S E T H

WHEREAS, Union desires that Contractor perform certain collection and disposal services for household hazardous waste materials; and

WHEREAS, Contractor is willing to perform such services as described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do each contract and agree with the other as follows:

1. SERVICES PERFORMED. Contractor agrees to perform the services as set forth in the attached Exhibit A, Scope of Services, from Union's RFP #2025-044, "Household Hazardous Waste Collection and Disposal", which Exhibit A is incorporated herein by reference (hereinafter the "Services"), in accordance with the terms of this Agreement.

2. FEE AND PAYMENT SCHEDULE. Union shall pay Contractor in accordance with the attached Exhibit B, Price Form, for performance of the Services. Contractor shall invoice Union on a monthly basis for Services performed, or upon such other schedule as may be agreed upon by the parties. Payment is due within thirty (30) days of receipt of an accurate invoice by Union's Finance Division. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.

3. TERM AND TERMINATION. The Effective Date is July 15, 2025. This Agreement shall have a term of two (2) years beginning on the Effective Date (the "Initial Term"). Upon completion of the Initial Term, Union may, in its sole discretion, elect to renew this Agreement for up to three (3) additional one-year terms, each a "Renewal Term," upon written notice to the Contractor. Union may terminate this Agreement at any time, without cause, upon provision of ten (10) days' written notice to Contractor. In the event of termination without cause, Contractor shall be paid for services performed to the date of notification of termination by Union.

4. OWNERSHIP OF DOCUMENTS. All deliverables and any other contract documents prepared by Contractor, or any subcontractors or subconsultants under the terms of this Agreement ("the Documents"), shall be the property of Union. Contractor further acknowledges that Union is subject to Chapter 132 of the North Carolina General Statutes, the Public Records Act (the "Act"), and that this Agreement, as well as any of the Documents as defined herein, shall be a public record as defined in such Act, and as such, will be open to public disclosure and copying.

5. INSURANCE. The attached Exhibit C, Insurance Requirements, is incorporated herein by reference.

6. INDEMNIFICATION. Contractor agrees to protect, defend, indemnify and hold Union, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due, in whole or in part, to the negligence of Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

7. DECLARATION BY CONTRACTOR. Contractor declares that Contractor has complied with all federal, state and local laws regarding the location and operation of Contractor's business and regarding business permits, certificates, and licenses that may be required to carry out the work to be performed under this Agreement.

8. FEDERAL, STATE, AND LOCAL TAXES. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by Union on behalf of Contractor or the employees of Contractor. Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

9. NOTICE TO CONTRACTOR REGARDING ITS TAX DUTIES AND LIABILITIES. Contractor understands that Contractor is responsible to pay, according to law, Contractor's income tax. If Contractor is not a corporation, Contractor further understands that Contractor may be liable for self-employment (social security) tax, to be paid by Contractor according to law.

10. FRINGE BENEFITS. Because Contractor is engaged in Contractor's own independently established business, Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of Union.

11. UNION NOT RESPONSIBLE FOR WORKERS' COMPENSATION. No workers' compensation insurance shall be obtained by Union concerning Contractor or the employees of Contractor. Contractor shall comply with the workers' compensation law concerning Contractor and the employees of Contractor.

12. NO AUTHORITY TO BIND UNION. Contractor has no authority to enter into contracts or agreements on behalf of Union. This Agreement does not create a partnership or any form of agency between the parties.

13. ASSIGNMENT. Neither Union nor Contractor shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

14. NON-WAIVER. The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

15. HOW NOTICES SHALL BE GIVEN. Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

16. APPLICABLE LAW AND JURISDICTION. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. The parties to this Agreement confer exclusive jurisdiction of all disputes arising hereunder upon the General Courts of Justice of Union County, North Carolina.

17. COMPLETE AGREEMENT. This Agreement contains the complete agreement of the parties regarding the terms and conditions of the Agreement, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Agreement may be modified only by written instrument duly executed by both parties, or their respective successors in interest.

18. SEVERABILITY. The provisions hereof are severable, and should any provision be determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, the other provisions shall remain in full force and effect and shall not thereby be affected unless such ruling shall make further performance hereunder impossible or impose an unconscionable burden upon one of the parties.

19. AUTHORITY. Each party warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. Each party further warrants that the execution, delivery and performance by it of the Agreement has been duly authorized and approved by all requisite action of the party's management and appropriate governing body.

20. E-VERIFY. E-Verify is the federal 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. Contractor shall ensure that Contractor and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Contractor will be considered a breach of this Agreement, which entitles Union to terminate this Agreement, without penalty, upon notice to Contractor.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have hereunto set their hands and seals, and have caused this Agreement to be duly executed, this the day and year first above written.

UNION COUNTY

By: _____ (SEAL)
Brian W. Matthews, County Manager

MXI ENVIRONMENTAL SERVICES LLC

By: _____ (SEAL)

Approved as to Legal Form CGR

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.

Deputy Finance Officer

EXHIBIT A

Scope of Services

3 PURPOSE

3.1 COUNTY

The County (estimated population 257,682) is located in the central, southern piedmont. The County provides its citizens with a full array of services that include public safety, water/wastewater utilities and sanitation, human services, cultural and recreational activities, and general government administration.

3.2 INTRODUCTION

The intent of this Request for Proposals (RFP) is for Union County to obtain turnkey services for the safe, knowledgeable, efficient collection, sorting, packaging, transportation, reporting and proper recycling and/or disposal of household hazardous waste materials . Including, but not limited to furnishing of all material, labor, supervision, tools, supplies, and other expenses necessary to complete the scope.

4 SCOPE OF SERVICES

4.1 OVERVIEW

The Union County Department of Solid Waste is seeking proposals from a qualified vendor to provide turnkey services for the safe, knowledgeable, efficient collection, sorting, packaging, transportation, reporting and proper recycling and/or disposal of household hazardous waste materials. The approved vendor will provide labor and materials required to complete the scope of work. All collected materials must be processed according to all applicable rules, laws and regulations at an appropriately permitted facility. The approved vendor must assist in NCDEQ permit acquisition and subsequent reporting for the event.

The Union County Household Hazardous Waste Collection will be structured as an annual event at a frequency of one day per year. The event will be held at only one location each year, but the specific location may change from year to year. The hours of materials acceptance is typically 9:00am-2:00pm but may extend to no more than an eight (8) hour materials collection. All event sites will be chosen by the county based on site features such as accessibility and staging area. These events will be drive through in nature will require a sufficient number of staff to offload materials in a safe, efficient and timely manner.

- Union County will provide and deploy traffic control devices and staff to facilitate safe and efficient traffic flow. Union County will provide 40-yard roll-off containers for any solid waste that does not qualify as Household Hazardous Waste, which may be generated in the course of the event. Portable bathrooms and a mobile handwashing station will be provided. Union County will be responsible for the screening of participants for eligibility in Household Hazardous Waste program and provide a car count of participants. Union County reserves the right to exempt select materials from collection by the approved vendor. All materials are to be verified by the vendor for acceptability before unloading, segregation, packing, transportation, labeling, and proper disposal. Upon demobilization, the selected vendor must ensure that the worksite is clean and neat.

The approved vendor will provide:

- Coordination with Union County Staff for site set up at least four (4) hours for the collection day prior to the event
- Supplies and documentation for safe and legal transport of materials generated at the collection event
- Employees for unloading of vehicles

4.2 QUALIFICATIONS AND EXPERIENCE

The selected vendor must describe its track record in performing services comparable to those specified in this RFP and other information relevant to making a determination as to the ability of the vendor to perform these services. List at least three (3) references for services rendered similar to the described scope.

EXHIBIT B

PRICE FORM

RFP 2025-044 Household Hazardous Waste Collection and Disposal

Submit with Proposal

Company Name MXI Environmental Services, LLC

Aerosol Cans-Lab Pack	55 gallon drum	\$ 135.00
LP Gas Cylinders- Lab Pack (1/lb. & 20lb cyl)	55 gallon drum	\$ 125.00
	Cubic yard box	\$ 450.00
Fire Extinguishers – Lab Pack	Cubic yard box	\$ 450.00
Flammable Liquids – Bulk	55 gallon drum	\$ 100.00
Oil Based Paint – Lab Pack	55 gallon drum	\$ 100.00
	Cubic yard box	\$ 350.00
Flammable Solids – Lab Pack	5 gallon bucket	\$ 150.00
Oxidizing Solids- Lab Pack	5 gallon bucket	\$ 150.00
	55 gallon drum	\$ 450.00
Oxidizing Liquid – Lab Pack	5 gallon bucket	\$ 150.00
	55 gallon drum	\$ 375.00
Organic Peroxides (Type D & E) – Lab Pack	5 gallon bucket	\$ 150.00
Pesticides Solids- Lab Pack	55 gallon drum	\$ 250.00
Pesticides Liquid- Lab Pack	55 gallon drum	\$ 250.00
Corrosive Acid Solid- Lab Pack	5 gallon bucket	\$ 85.00
	55 gallon drum	\$ 175.00

Corrosive Acid Liquid – Lab Pack	5 gallon bucket	\$ 85.00
	55 gallon drum	\$ 175.00
Corrosive Basic Solid- Lab Pack	5 gallon bucket	\$ 85.00
	55 gallon drum	\$ 175.00
Corrosive Basic Liquid – Lab Pack	5 gallon bucket	\$ 85.00
	55 gallon drum	\$ 175.00
Elemental Mercury – Lab Pack	Pound	\$ 55.00
Mercury Manufactured Articles – Lab Pack	5 gallon bucket	\$ 250.00
Latex Paint- Lab Pack	Cubic yard box	\$ 160.00
Non-Hazardous Batteries- Lab Pack	5 gallon bucket	\$ 125.00
	55 gallon drum	\$ 375.00
Hazardous Batteries- Lab Pack	5 gallon bucket	\$ 175.00
	55 gallon drum	\$ 500.00
Automotive Batteries	Cubic Yard Box	\$ 65.00
Non PCB Ballasts- Lab Pack	5 gallon bucket	\$ 45.00
	55 gallon drum	\$ 165.00
Fluorescent Light Tubes- Lab Pack	Linear foot	\$ 0.35
Compact Fluorescent bulbs	5 gallon bucket	\$ 50.00
	55 gallon drum	\$ 250.00
Motor Oil	55 gallon drum	\$ 85.00
Automotive Coolant	55 gallon drum	\$ 85.00
Mobilization		No Charge

Supplies	\$ 500.00
Staffing - 15 Employees	\$ 7,500.00
Transportation - 2 Trucks	\$ 4,000.00
DOT Containers	No Charge
Documentation	No Charge
Labeling	No Charge
Forklift (If Required)	\$ 1,000.00

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Exhibit C

Insurance Requirements

I. BASIC INSURANCE REQUIREMENTS. At Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

- A. **WORKERS' COMPENSATION**
Statutory (coverage for three or more employees) limits covering all employees, including Employer's Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

- B. **COMMERCIAL GENERAL LIABILITY**
Covering all operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit

- C. **COMMERCIAL AUTOMOBILE LIABILITY**

\$1,000,000	Combined Single Limit - Any Auto
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- D. **POLLUTION LIABILITY INSURANCE**

\$1,000,000	Claims Made
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Contractor shall provide evidence of continuation or renewal of Pollution Liability Insurance for a period of two (2) years following termination of the Agreement.

II. ADDITIONAL INSURANCE REQUIREMENTS.

- A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY INSURANCE POLICY.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.

- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by Contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 North Main Street, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:

Department: General Services – Solid Waste
Contract #: 9707

- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- I. Certificate Holder shall be listed as follows:

Union County
Attention: Risk Manager
500 North Main Street
Monroe, NC 28112

- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.