

NORTH CAROLINA

CONTRACT

ROCKINGHAM COUNTY

THIS CONTRACT made and entered into this _____ day of _____, 2015, by and between **Lewis Nursery, Inc., a Virginia corporation** formed and operating under the laws and by the virtue and Commonwealth of Virginia, party of the first part, hereinafter referred to as “Lewis” and **City of Eden**, a North Carolina Municipality lying and being in Rockingham County, North Carolina, party of the second part, hereinafter referred to as “Eden”.

WITNESSETH:

WHEREAS, Eden provides leaf collection for its citizens and residents as part of its municipal public enterprise solid waste services; and

WHEREAS, Eden collects the leaves and disposes of them by dumping the same behind the City of Eden Sewer Plant on Mebane Bridge Road, Eden, North Carolina, but due to the excessive accumulation of the leaves, Eden is need and desires to contract with Lewis to provide labor for leaf removal to haul off the leaves from the site; and

WHEREAS, Lewis has use of the leaves and desires to contract with Eden to provide the services desired by Eden so long as Eden contributes certain equipment described below that is necessary for Lewis to construct a loading area for the collection of the dumped leaves and removal of the same.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties hereto from their mutual observance of the promises, conditions and terms hereof, and other good and valuable consideration to be set forth more fully hereinafter, the parties hereby promise, covenant and agree as follows:

1. Lewis shall provide the labor and equipment necessary to construct a loading area behind the City of Eden Sewer Plant on Mebane Bridge Road with the exception of a wheel loader with a two yard bucket. Eden shall provide the wheel loader with a two yard bucket to be used by Lewis to load the leaves onto trailers owned by Lewis and remove said leaves. It is the duty and obligation of Eden to maintain the wheel loader in usable condition at all times relevant to the parties’ obligations herein.
2. Lewis shall remove all leaves from the City of Eden Sewer Plant on Mebane Bridge Road no later than October 1 of each calendar year.
3. Lewis shall maintain and provide liability insurance covering loss and damage of any kind, general, special or consequential for personal injury and property damage while engaged in the duties provided for herein. Lewis agrees that it will provide Eden a certificate of liability insurance naming Eden as additional insured upon request.

4. Lewis shall comply with all local, state and federal laws regarding removal, dumping and disposal of the leaves while engaged in the duties provided for herein.
5. The parties agree that Lewis will act as an independent contractor and shall not represent itself as an agent or employee of the City of Eden. Eden shall not be responsible for any expenses or fees incurred by Lewis in performance of the services called for in this Agreement.
6. Neither party may assign any of its rights under this Agreement, either voluntarily or involuntarily whether by merger, consolidation, dissolution, or operation of law, or any other manner, except with the written consent of the other party. Neither party may delegate any performance under this agreement, except with the prior written consent of the other party.
7. In the event the Lewis defaults in performance of any of the matters or things required of it under this Agreement, the Eden may, as its option, terminate this Agreement without prejudice to or waiver of any legal rights, remedies, or claims against the Contractor under this contract.
8. This Agreement shall be for a term of ten (10) years and shall commence on the date of execution of this Agreement. This agreement shall automatically renew for (2) additional ten (10) year terms on June 1 of the tenth (10th) year unless written notice is provided by Lewis to Eden thirty days before the renewal date.

IN WITNESS WHEREOF, the City has caused this agreement to be executed by its Mayor, to be attested by its City Clerk, and caused its corporate seal to be hereto attached and the Contractor has hereunto set this hand and seal, all on the day and year first above written.

LEWIS NURSERY, INC.

By: _____

CITY OF EDEN

Wayne R. Tuggle, Sr. Mayor

ATTEST:

Sheralene Thompson, City Clerk