

COUNTY OF LEXINGTON

Procurement Services
212 South Lake Drive, Suite 503, 5th Floor
Lexington, South Carolina 29072-3493



Phone (803) 785-8319
Fax (803) 785-2240

July 15, 2019

Crossroads Environmental, LLC
Kay H. Horton, President
1258 Boiling Springs Road
Spartanburg, SC 29303

Re: CONTRACT
BID NUMBER: 2019-RFP-12
Asbestos Inspection Services

Dear Ms. Horton,

Enclosed is a copy of the contract between your company and the County of Lexington. Upon review and approval, please print, sign and send the original signed contract along with a copy of your company's certificate of insurance to my office. If your company would like an original signed copy, please send a second copy and one will be mailed back to you. In order to fully execute this document, make sure that it is dated properly.

If your company has not done business with the County of Lexington, please contact me for a "Vendor Application" and "W-9 Form". We will require these forms to be filled out and returned to our office in order to add your company to our payment database. You may download these forms from our website at <http://www.lex-co.sc.gov/departments/DeptIQ/procurement/Pages/VendorRegistration.aspx>.

For all billing inquiries, your Accounts Payable contact will be Donna Harrington at (803) 785-8135. *Please be sure to note this contact information with your company's Accounts Receivable department.*

We look forward to working with you on this project. Please let me know if you should you have any questions or concerns regarding this contract.

Sincerely,

A handwritten signature in blue ink, appearing to read "Melissa M. Chappell", is written over the word "Sincerely,".

Melissa M. Chappell
Procurement Officer

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON) **CONTRACT FOR ASBESTOS INSPECTION
SERVICES (2019-RFP-12)**

THIS AGREEMENT is entered into by and between the County of Lexington, 212 South Lake Drive, Suite 503, Lexington, South Carolina 29072 (hereinafter referred as "County"), and Crossroads Environmental, LLC, 1258 Boiling Springs Rd., Spartanburg, SC 29033 (hereinafter referred to as "Company").

NOW THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. **Scope of Contract.** Company shall provide all of the work and services required by 2019-RFP-12, which is incorporated herein and made a part hereof, for the **Asbestos Inspection Services.**

2. **Term of Contract.** The term of this contract shall commence on **August 1, 2019** and shall continue for a period of **(two) (2) year(s)**. County shall have the right, but not the obligation, to renew this contract for **(three) (3) additional (one) (1) year periods** under the same terms and conditions. This contract may be extended upon County written notice not less than **thirty (30) days** prior to the expiration of the initial term or any extension hereof.

3. **Compensation.** County agrees to pay Company according to the schedule of charges attached hereto and incorporated herein as Exhibit A and there shall be no deviation from these charges without a written change order as provided for herein. The charges shall include all tariffs, taxes, fees and other assessments imposed from time to time by any federal, state, or local governments.

4. **Payment Terms.** Invoicing will be allowed on a monthly basis. Application for payment shall reflect services completed through the last day of the month. Payment of invoices shall be due within thirty (30) days after receipt of an accurate, undisputed, and properly submitted invoice to the County after acceptance of completed order/project.

5. **Insurance.** Company shall provide insurance as set forth in the RFP.

6. **Modification / Change Orders.** Any change orders, alternations, amendments or other modifications hereunder shall not be effective unless reduced to writing, signed by the County and Company, and executed with the same formality as this contract.

7. **Termination.** This contract may be terminated pursuant to the RFP.

8. **Warranty.** Company's services are warranted to be performed in a timely and workmanlike manner and such services shall meet in addition to the response to the RFP.

9. **Indemnification.** Company shall provide indemnification as set forth in the RFP.

10. **Breach / Waiver.** No term or provision hereof shall be deemed waived unless breach thereof is waived in writing and signed by the party claimed to have waived and consented. No consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall constitute a consent to, or waiver of, or excuse for, any difference or subsequent breach.

11. **Severability.** If any term or provision of this contract shall be found to be illegal or unenforceable, then, notwithstanding any such illegality or unenforceability, the remainder of said contract shall remain in full force and effect and such term or provision shall be deemed to be deleted and severable there from.

12. **Entire Agreement and Priority of Documents.** This document, together with all subordinate and other documents incorporated by reference herein, will constitute the entire agreement between the parties with respect to the subject matter contained herein and may only be modified by an amendment executed in writing by both parties. Company hereby agrees, except where this contract specifically indicates otherwise, all written bids, specifications, brochures and sales materials presented by Company to County leading to this contract, and all other Company representations, commitments, warranties prior to and in connection with this contract, shall be deemed to be, and are, incorporated by reference into and made a part of this contract. Except as otherwise expressly stated, in the event of a conflict in the interpretation of the contract, the order of priority in descending order is (i) this document, (ii) the BID, and then (iii) the Response.


IN WITNESS WHEREOF, the Company and the County have signed and executed this contract this 15th day of JULY, 2019.

WITNESSES:

CROSSROADS ENVIRONMENTAL, LLC
SPARTANBURG, SC

BY: Ray M. Norton

ITS: President



Melissa M. Chappell
Procurement Officer

COUNTY OF LEXINGTON,
SOUTH CAROLINA

BY: Bradley J. Cain

Bradley J. Cain
Director of Procurement

EXHIBIT A

SCHEDULE OF CHARGES:

\$765.00 – Asbestos Survey & Reporting/Lot

\$75.00 – Abatement Cost Estimates

\$10.00 – Additional PLM Analysis/Sample

\$55.00 – Additional TEM Analysis/Sample

Estimated Annual Cost: \$48,870.00