

CONTRACT ROUTING FORM

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: Environmental Quality

Department contract file name (use effective date): SmithGardner_EQ_20230717

Project Code: Click here to enter text.

Contract type: Contract

Contracted Services/Goods: Landfill monitoring

Contract Component: Master

Change Order Number/Addendum Number: Click here to enter text.

Vendor Name: Smith Gardner

Effective Date: July 17, 2023

Approved by: Commissioners

Date approved by the BOC: July 17, 2023

Ending Date: 6/30/2024

Total Amount: \$35,700

Please Return Contract to:

Name: __Kevin Lindley__

Email: _kevin.lindley@chathamcountync.gov_

Special Instructions for Clerks

Office:

2. Department Head or his/her designee has read the contract in its entirety.

By: *M. N. S.* (Department Head signature required)

3. County Attorney has reviewed and approved the contract

County Attorney has reviewed and rejects the contract Reason: _____

This is an automatic renewal and does not require approval from the County Attorney: Yes No



If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes No

5. Vendor has signed the contract. Yes No

6. A budget amendment is necessary before approval. Yes No

If budget amendment is necessary, please attach to this form.

7. Approval

Requires approval by the BOC - contracts over \$100,000.00. Follow Board submission guidelines.

Requires approval by the Manager – contracts \$100,000 or less.

8. Submit to Clerk.

Clerk's Office Only

Finance Officer has signed the contract

The Finance Officer is not required to sign the contract

NORTH CAROLINA

AGREEMENT FOR GOODS AND/OR SERVICES

CHATHAM COUNTY

THIS AGREEMENT FOR GOODS AND/OR SERVICES (this "Agreement"), made and entered into by and between Chatham County ("County"), and Smith Gardner, Inc. ("Contractor"). Either the County or the Contractor may be referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, Contractor has agreed to provide goods and/or services as hereinafter set forth in a professional manner in accordance with the standards of Contractor's business or industry; and

WHEREAS, the County wishes to enter into an Agreement with Contractor to provide the goods and/or services specified in Appendix 1, Scope of Work, attached hereto and incorporated herein by reference and made an integral part of this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual agreement described below, the Parties agree as follows:

1. **Term of Agreement:** The term of this Agreement shall commence on July 1, 2023, and renew thereafter on an annual basis automatically unless one Party provides written notice of termination to the other Party not less than thirty days prior to the end of the Agreement, or unless terminated as hereinafter set forth.
2. **Scope of Service:** The Contractor shall provide to the County the goods and/or services (the "Services") set forth in the letter from Smith Gardner, Inc., dated March 6, 2023, and attached hereto as Appendix 3.
3. **Compensation:** As compensation for the Services to be provided by Contractor, the County shall pay the Contractor the sum of \$35,700.00, payable within thirty (30) days from receipt of proper invoice, or as otherwise set forth in Appendix 1.
4. **Insurance:** Contractor shall maintain insurance policies as shown in Appendix B for the entire term of this Agreement as well as any subsequent amendments.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of North Carolina and shall be rated not less than "A" by A.M. Best and Company. Contractors shall furnish Certificates of Insurance to the County, *naming the County as an additional insured*, prior to the commencement of Services. The certificates shall clearly indicate that Contractor has obtained insurance of the type, amount, and classifications 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 Contractor from any liability or obligations under this Agreement.

The County requires all that all contractors carry workers' compensation insurance. The County recognizes that contractors with fewer than three employees are not statutorily required to carry said insurance. The County reserves the right to waive the requirement to carry workers' compensation insurance on a case-by-case basis. If the contractor's status changes during the term of an agreement and worker's compensation insurance becomes statutorily required, the contractor must provide proof of said coverage to the County.

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

6. **Intellectual Property Owned by Contractor:** This Agreement is subject to the North Carolina public records law and may be released upon request. Not all "Trade Secrets" will qualify as protected under N.C.G.S. §132-1.2 and 66-152. Contractor should consult legal counsel before signing this document if Contractor is unsure of its intellectual property status under these statutes.

7. **Status of Parties:** Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and the County. 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. **Assignment and Subcontracting:** Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Contractor without prior written consent of the County, which consent may be withheld in the County's sole discretion.
9. **Binding Effect:** This Agreement shall be binding upon the Parties hereto, their heirs, administrators, executors, successors and assigns, if such assignment has been approved by the County.
10. **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 in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

Chatham County
Attn: County Manager
Post Office Box 1809
Pittsboro, North Carolina 27312
919.542.8200

Contractor Name: Smith Gardner, Inc.
Attn: Joan A. Smyth, PG
14 N. Boylan Avenue
Raleigh, NC 27603
919.828.0577
joan@smithgardnerinc.com

Either Party may change its address for notices under this Agreement by giving written notice of such change to the other Party in accordance with the provisions of this paragraph.

11. **Governing Law:** This Agreement and the rights and obligations to the Parties hereunder shall be construed and governed by the laws of the State of North Carolina and venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Chatham County, North Carolina.
12. **Modifications:** This Agreement may be amended or modified only 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.
13. **Entire Agreement:** This Agreement contains the entire agreement between the Parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the Parties, other than as set forth or referenced in this Agreement.
14. **Waiver:** A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the Party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.
15. **Termination:** This Agreement may be terminated as follows:
- (i) **Cause:** If the services provided by Contractor under this Agreement are not performed as specified herein, this Agreement may be terminated by the County for cause. Grounds for termination for cause shall include, but not be limited to, the following:
 - (a) Failure to respond to reasonable requests from the County to provide the Services covered by this Agreement.
 - (b) Failure to properly recycle any electronic equipment as specified in Article 9, Chapter 130A of the North Carolina General Statute, or failure to comply with any statutory requirement included in the formal bid request, as provided in the bid packet, which bid packet is incorporated herein by reference.
 - (c) Failure to maintain the insurance required by this Agreement.
 - (d) Charging rates or fees in excess of those permitted under this Agreement.
 - (e) Inefficient, or unsafe practices in providing Services.
 - (f) The material breach of any provision of this Agreement.

(ii) **Convenience:** The County reserves the right to terminate this Agreement upon thirty (30) days prior written notice to Contractor 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 such termination the County shall pay the Contractor its costs directly attributable to those Services received by the County prior to termination that meet the requirements of this Agreement. Provided, however, that no costs will be paid to the Contractor which are recoverable in the Contractor's normal course of doing business. The County is not liable for the loss of any profits anticipated to be made hereunder, nor for any special, consequential, or similar damage.

16. **Annual Appropriations and Funding:** This Agreement is subject to the annual appropriation of funds by the Chatham County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, the County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment for all Service satisfactorily provided under this Agreement up to and through the Contractor's receipt of notice of termination.

17. **Indemnity:** Contractor agrees to indemnify and hold harmless the County, its officers, agents, servants, and employees from any and all claims, actions, lawsuits, losses, damages, expenses, judgments, or liabilities of any kind whatsoever (including without limitation, cost of defense and attorney fees) suffered by the County and proximately caused by an act or omission of Contractor, its subcontractors, agents, or employees.

18. **State and Federal Requirements; County Terms and Conditions:** By signing this Agreement, Contractor certifies that (if applicable) Contractor, and any of Contractor's subcontractors are in compliance with State and Federal laws, including any divestment list by the NC State Treasurer, and Federal or State debarment or suspension lists. The County Terms and Conditions are incorporated herein and made an integral part of this Agreement and may be found at the County's web site: <http://www.chathamcountync.gov/finance>. A hard copy of the Terms and Conditions is available upon request.

19. **Controlling Document:** In the event of any conflict between this Agreement and any document, instrument, or other agreement prepared or provided by Contractor (including, without limitation, Contractor's purchase orders, invoices and warranties), the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties have executed this Agreement in their official capacities with legal authority to do so.

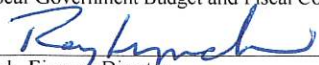
Chatham County

By: 
Dan LaMontagne, County Manager

Contractor

DocuSigned by:

By: _____
Name: Joan Smyth
Title: Vice President

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Roy Lynch, Finance Director

APPENDIX 1

SCOPE OF WORK: Monitoring and analysis of groundwater and gas wells at the County's closed landfill.

SCOPE OF SERVICES: See Appendix 3

TOTAL COMPENSATION: \$35,700.00

APPENDIX 2

Worker's Compensation
Statutory Limits

Automobile Liability
\$250,000 bodily injury per person
\$100,000 property damage

General /Professional Liability
\$100,000 bodily injury per person
\$500,000 bodily injury per occurrence
\$100,000 property damage

APPENDIX 3

March 6, 2023

Mr. Kevin Lindley
Chatham County
Environmental Quality Director
P.O. Box 1809
Pittsboro, North Carolina 27312

**RE: REVISED Annual Environmental Monitoring Budget for Fiscal Year 2023-24
Closed Chatham MSW Landfill**

Dear Mr. Lindley:

Smith Gardner, Inc. (S+G) is pleased to submit the following revised proposal for assistance with routine environmental monitoring tasks at the (closed) Chatham County (MSW) Landfill Facility. This budget has been revised to include the upcoming requirement for PFAS monitoring at landfill facilities anticipated from the NC Department of Environmental Quality in summer 2023. S+G proposes the following scope of work for FY 2023 - 24.

Scope of Work

Task 1: Semi-Annual Water Quality Monitoring – Chatham County Landfill

S+G proposes to perform semi-annual water quality monitoring for five (5) monitoring wells and two (2) surface water points at the closed landfill. Groundwater samples will be collected in accordance with the North Carolina Department of Environmental Quality (NCDEQ) guidance documents. Samples will be submitted to a North Carolina certified laboratory for Appendix I and PFAS analysis.

Using laboratory analytical results, S+G will prepare a water quality monitoring report. Analytical data will be maintained in a database which can be submitted to Chatham County at your request. This report will include:

- A discussion of site features and history;
- A discussion of the sampling event and procedures;
- Site geology summary;
- Field data sheets;
- A discussion of field parameters and laboratory results;
- A discussion of site hydrogeology and hydraulic conductivity;
- Tables summarizing field and laboratory data;
- A potentiometric surface map;
- Monitoring Well boring logs;
- Conclusions and recommendations; and
- The laboratory report.

Mr. Lindley
March 6, 2023
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An electronic copy of the lab data will also be submitted with the report. Note that where hydraulic conductivity is not available, S+G can estimate values, utilizing published research, based on soil type to meet the intent of this requirement.

Task 2: Quarterly Potable Well Sample Collection – Chatham County Landfill

S+G personnel will collect water samples, quarterly, from up to nine (9) nearby (household) potable wells neighboring the closed landfill. Samples will be collected prior to any filtration that may be employed by each household. Samples will be submitted to a North Carolina certified lab for Appendix I analysis. It is our understanding that this sampling is performed at the pleasure of the Board of Commissioners and is not required by NCDEQ, therefore, sample results will be submitted directly to Chatham County and will not be included in semi-annual monitoring reports or submitted to DEQ.

Task 3: Quarterly Landfill Gas Monitoring – Chatham County Landfill

S+G personnel will perform quarterly landfill gas monitoring at the closed landfill's 14 landfill gas well locations and multiple on-site buildings. Monitoring will be completed using an Landtec GEM gas meter. After monitoring is completed a landfill gas monitoring form will be prepared as required by NCDEQ in the Landfill Gas Monitoring Guidance (November 2010). Following monitoring completion, the Monitoring Guidance Form will be submitted to the County.

If landfill gas is detected at a concentration above regulatory limits (25% lower explosive limit in on-site buildings, or 100% at the property line) S+G personnel will work with Chatham County to notify NCDEQ and will submit monitoring readings to NCDEQ in accordance with the site Landfill Gas Monitoring Plan (June 2011).

Task 4: Miscellaneous Environmental Items (if necessary)

This general task is included to address unforeseen environmental requirements from NCDEQ. No set scope is proposed for this task, and a separate proposal will be submitted to the County prior to undertaking any response items.

Assumptions

1. Task 2 and Task 3 will occur during one (1) site visit;
2. If an exceedance is monitored during Tasks 1, 2, and/or 3, S+G personnel will work with Chatham County to notify NC DEQ.

Budget

This budget is prepared to provide an estimate of the cost of anticipated tasks during the fiscal year, and as such may change based on NCDEQ requirements. The tasks authorized

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will be completed on a time and materials basis in accordance with our standard rate sheet (**attached**). The following amounts will not be exceeded without prior authorization.

Task 1 – Semi-Annual Water Quality Monitoring (Annual Cost)	\$ 17,200
Task 2 – Quarterly Potable Well Monitoring (Annual Cost)	\$ 10,500
Task 3 – Quarterly Landfill Gas Monitoring (Annual Cost)	\$ 3,000
Task 4 – Miscellaneous Environmental Items	\$ 5,000

Total Annual Budget \$ 35,700

Schedule

S+G is prepared to complete this task following authorization. Tasks will be completed in accordance with their schedule whether it is quarterly or semi-annually.

S+G appreciates the opportunity to continue working with Chatham County. If you have questions or need additional information, please contact us at 919-828-0577 or by email below.

Sincerely,
SMITH GARDNER, INC.

DocuSigned by:

3B8305C978EA4E6...
Seth Rickerts, P.G.
Project Geologist
seth@smithgardnerinc.com

DocuSigned by:

B9779EBA711F488...
Joan A. Smyth, P.G.
Vice President, Senior Hydrogeologist
joan@smithgardnerinc.com

cc: file

